



**FEDERATIVE REPUBLIC OF BRAZIL
STATE OF ESPÍRITO SANTO**

I, *HUGO BORGES LOUREIRO*, Public Translator and Interpreter, registered under no. 45 with the Board of Trade of the State of Espírito Santo (JUCCES), CPF no. 101.039.777-08, duly appointed and sworn in accordance with the law, **hereby certify that the following is a true and faithful translation into English** of the document entitled

“Competitive Process Notice no. 3/2026”, issued in Portuguese by ANTT, at the request of **TRIUNFO PARTICIPAÇÕES E INVESTIMENTOS S.A.**, as set forth below:

COMPETITIVE PROCESS NOTICE NO. 3/2026

**SALE OF 100% (ONE HUNDRED PERCENT) OF THE SHARES OF CONCEBRA -
CONCESSIONARIA DAS RODOVIAS CENTRAIS DO BRASIL S.A.**

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PREAMBLE

The Federal Government, through ANTT, hereby announces, by means of this NOTICE and in accordance with its provisions and those of its ANNEXES, the COMPETITIVE PROCESS for the change in the shareholding control of the SPE through the sale of 100% (one hundred percent) of the shares representing the capital of CONCEBRA - CONCESSIONARIA DAS RODOVIAS CENTRAIS DO BRASIL S.A. ("SPE" or "CONCESSIONAIRE"), a special purpose company headquartered at R Caiapia, no number, Residencial Alphaville Flamboyant neighborhood, in the City of Goiânia, State of Goiás, registered with CNPJ/MF under no. 18.572.225/0001-88, with its organizational documents filed with the Board of Trade of the State of Goiás under NIRE 52300017963.

This COMPETITIVE PROCESS, to be conducted with specialized technical advisory services and operational support from B3, is based on article 27 of Law no. 8.987, of 13 February 1995, and on the conditions set forth in the SETTLEMENT AGREEMENT entered into between the Federal Government, through the Ministry of Transport and the National Land Transport Agency ("ANTT" or "AGENCY"), and the SPE, which was approved by the Federal Court of Accounts ("TCU") pursuant to RULING NO. 1873/2026.

As part of the studies conducted for the rebidding and consensual solution for the CONCESSION, the highway system originally under concession was divided into three routes, named: **(a)** Rota do Zebu; **(b)** Rota Sertaneja; and **(c)** Rota do Pequi. Rota do Zebu and Rota Sertaneja have already been subject to new bidding processes. Accordingly, this COMPETITIVE PROCESS relates exclusively to the CONCESSION of Rota do Pequi (BR-153/060/DF/GO, Brasília/DF - Hidrolândia/GO section, comprising approximately 210 km), currently operated by the SPE and subject to the solution provided for in the SETTLEMENT AGREEMENT.

The structure adopted for Rota do Pequi provides for a competitive process consisting of 2 (two) sequential phases. Phase 1 is the subject matter of this NOTICE and is intended for the conduct of the COMPETITIVE PROCESS for the change in the shareholding control of the SPE, while preserving the continuity of the provision of the concessioned public services, subject to the conditions established in this NOTICE, its ANNEXES and the SETTLEMENT AGREEMENT. If this COMPETITIVE PROCESS is unsuccessful, a new notice will be prepared for a new bidding process relating to Phase 2, for the purpose of conducting a bidding process for the transfer of the concession contract to a new special purpose company, while the SPE remains under the control of the CONTROLLING ENTITY.

The conduct of the COMPETITIVE PROCESS was duly disclosed on ANTT's websites and notice of this NOTICE was published in the DOU on 2 September 2026. The NOTICE and its ANNEXES were made available on the COMPETITIVE PROCESS websites on 2 September 2026, as will be all notices and documents to be published in connection with the COMPETITIVE PROCESS.

The public participation process will be conducted by ANTT concurrently with the publication of this NOTICE, and the applicable deadlines, format and procedures will be defined by ANTT in due course.

In addition to the information available to the public, access to the DATA ROOM will be made available on the date specified in the SCHEDULE, containing all information and documents concerning the SPE required for preparation of the proposal. Interested parties must follow the access instructions and rules set forth in ANNEX 3 - DUE DILIGENCE PROCEDURES MANUAL to access the DATA ROOM.

The submission of proposals and other documents required for participation in the COMPETITIVE PROCESS, except as otherwise provided in this NOTICE, shall be carried out exclusively through the B3 AUCTION PLATFORM on the dates established in the SCHEDULE.

The PUBLIC AUCTION SESSION for disclosure of the proposals will be held at the headquarters of B3 - Brasil, Bolsa, Balcão S.A. ("B3"), at Rua XV de Novembro, 275, Centro, Municipality of São Paulo, State of São Paulo, on the dates specified in the SCHEDULE.

CHAPTER I - GENERAL PROVISIONS OF THE NOTICE

1 DEFINITIONS

- 1.1** For purposes of this NOTICE and its ANNEXES, the definitions of terms and expressions set forth in ANNEX 1 to this NOTICE shall apply, without prejudice to the specific definitions of terms and expressions contained in the other ANNEXES.

2 SUBJECT MATTER

- 2.1** The SUBJECT MATTER of this NOTICE is the COMPETITIVE PROCESS for the sale of 100% (one hundred percent) of the shares issued by the SPE and owned by the CONTROLLING ENTITY, in accordance with the terms, deadlines and conditions specified in this NOTICE and its ANNEXES.
- 2.2** The SUBJECT MATTER shall be offered as a single lot, and the acquisition of less than all of the shares shall not be permitted.
- 2.3** The economic and financial valuations of the SUBJECT MATTER were developed as part of the consensual dispute resolution process conducted before the TCU, which was approved pursuant to RULING NO. 1873/2026.
- 2.4** Any projections, estimates and valuations presented shall not be deemed a guarantee of the condition or future results of the SPE and may vary upward or downward for various reasons.
- 2.5** The BASIC TOLL TARIFF and the other values and amounts contained in this NOTICE were determined based on the economic and financial valuations performed as part of the consensual dispute resolution process and agreed upon in the SETTLEMENT AGREEMENT approved pursuant to RULING NO. 1873/2026.
- 2.6** A description of the SPE and other relevant documents form part of this NOTICE as ANNEX 4.

3 ANNEXES

- 3.1** The following ANNEXES form part of this NOTICE:

Annex	Title
1	DEFINITIONS
2	SCHEDULE
3	DUE DILIGENCE PROCEDURES MANUAL
4	SPE DOCUMENTS
4.1	SPE SHAREHOLDING STRUCTURE
4.2	SUMMARY OF SPE INFORMATION
5	B3 PROCEDURES MANUAL
6	VOLUME 1 (PRE-IDENTIFICATION AND PROPOSAL GUARANTEE)

6.1	FORM OF FOREIGN BIDDER DECLARATION LETTER
6.2	FORMS OF POWERS OF ATTORNEY FOR ACCREDITED REPRESENTATIVES
7	VOLUME 2 (ECONOMIC PROPOSAL)
7.1	FORM OF ECONOMIC PROPOSAL
8	VOLUME 3 (QUALIFICATION DOCUMENTS)
8.1	COVER LETTER FOR QUALIFICATION DOCUMENTS
8.2	FORM OF DECLARATION OF AWARENESS OF THE TERMS OF THE NOTICE AND ABSENCE OF IMPEDIMENT TO PARTICIPATION
8.3	FORM OF DECLARATION OF COMPLIANCE WITH ARTICLE 7, ITEM XXXIII, OF THE FEDERAL CONSTITUTION
8.4	FORM OF DECLARATION OF NON-PARTICIPATION IN THE COMPETITIVE PROCESS THROUGH ANOTHER BIDDER
8.5	FORM OF DECLARATION OF FINANCIAL CAPACITY
8.6	FORM OF DECLARATION OF RECEIPT AND EVALUATION OF DOCUMENTS AND INFORMATION RELATING TO THE COMPETITIVE PROCESS
8.7	FORM OF DECLARATION OF SUBMISSION TO BRAZILIAN LAW
9	FORM OF RATIFICATION OF ECONOMIC PROPOSAL
10	SHARE PURCHASE AGREEMENT
11	DRAFT AMENDMENT AND ITS ANNEXES
12	LETTER OF GUARANTEE IN FAVOR OF THE LENDER
13	INTEGRITY UNDERTAKING

4 CLARIFICATIONS AND CHALLENGES

- 4.1** FORMAL REQUESTS FOR CLARIFICATION concerning the NOTICE shall be submitted to the COMMITTEE by the deadline set forth in the SCHEDULE through ELECTRONIC FILING, containing a text file in ".doc" or ".docx" format compressed into a ".zip" file.
- 4.2** Any challenges to the NOTICE shall be submitted electronically to the COMMITTEE no later than 3 (three) business days before the date of the PUBLIC AUCTION SESSION and filed through ELECTRONIC FILING.

- 4.3 FORMAL REQUESTS FOR CLARIFICATION and challenges to the NOTICE shall be accompanied by a copy of the signatory's identification document, when submitted by an individual, or evidence of legal representation powers, when submitted by a legal entity.
- 4.4 The filing of a challenge to the NOTICE shall not prevent the BIDDER from participating in the COMPETITIVE PROCESS.
- 4.5 The COMMITTEE shall decide on and respond to the FORMAL REQUESTS FOR CLARIFICATION and challenges to the NOTICE within the deadlines set forth in the SCHEDULE.
- 4.6 The decisions on and responses to the FORMAL REQUESTS FOR CLARIFICATION and challenges to the NOTICE shall be made available by the COMMITTEE on the COMPETITIVE PROCESS website and shall form an integral part of this NOTICE and the ANNEXES.
- 4.7 The upholding of a challenge to the NOTICE shall result in a change to the date for SUBMISSION OF DOCUMENTS only where the amendment made to the NOTICE materially affects the conditions for (i) provision of the PROPOSAL GUARANTEE, (ii) preparation of the ECONOMIC PROPOSAL, or (iii) submission of the QUALIFICATION DOCUMENTS.

5 GENERAL PROVISIONS

- 5.1 In the event of any conflict or inconsistency between the provisions of this NOTICE and its ANNEXES that cannot be resolved based on the context in which they are used, the COMMITTEE shall decide the matter based on the provisions of this NOTICE and the law applicable to the COMPETITIVE PROCESS.
- 5.2 Documents shall be obtained through the means specified herein in order to ensure their authenticity. The COMMITTEE and ANTT shall not be liable for texts and documents obtained or accessed in a manner or from locations other than those specified in this NOTICE or obtained independently by the BIDDERS.
- 5.3 The COMMITTEE and ANTT may publish additional notices or communications concerning the contents of this NOTICE and its ANNEXES.
- 5.4 Additional notices or communications shall be published on the ANTT website and shall be deemed an integral part of this NOTICE.
- 5.5 The periods referred to in this NOTICE shall be counted in calendar days, except where an item or clause provides otherwise (i.e., in business days), and shall begin to run from the date of publication thereof pursuant to subitem 5.4 above, excluding the first day and including the due date.
- 5.6 All references to time in this NOTICE refer to Brasília official time.
- 5.7 The BIDDERS may inspect the Highway System and the assets comprising the CONCESSION that is the subject matter of the COMPETITIVE PROCESS through technical visits scheduled in advance directly with the current concessionaire at the following email address [●].
 - 5.7.1 Technical visits may be conducted until the date specified in the SCHEDULE for the SUBMISSION OF DOCUMENTS (VOLUMES 1 and 2).
 - 5.7.2 Technical visits shall not constitute an independent channel for the provision of information, and any matters, data or clarifications relating to the CONCESSION shall be handled exclusively in accordance with the procedures, deadlines and channels established in ANNEX 3 - DUE DILIGENCE PROCEDURES MANUAL.

6 COMPETITIVE PROCESS COMMITTEE

- 6.1 The COMMITTEE shall conduct and decide the COMPETITIVE PROCESS and shall be responsible for carrying out the work necessary for its conduct, with specialized technical advisory services and operational support

from B3.

6.2 The COMMITTEE shall consist of 3 (three) members appointed by ANTT.

6.3 In addition to exercising its statutory powers, the COMMITTEE may:

6.3.1 request assistance from the SPE, the CONTROLLING ENTITY, B3's advisors, the Ministry of Transport, the Ministry of Finance, the Lender, CADE, the Office of the Attorney General of Brazil, other ANTT members who are not members of the COMMITTEE, as well as other bodies and entities involved in the COMPETITIVE PROCESS;

6.3.2 request clarification from the BIDDERS at any time regarding the documents submitted by them;

6.3.3 adopt criteria for curing formal defects and supplementing incomplete submissions during the COMPETITIVE PROCESS;

6.3.4 conduct inquiries intended to clarify or supplement the record of the COMPETITIVE PROCESS;

6.3.5 extend the deadlines established in the NOTICE for reasons of public interest, a fortuitous event, or force majeure; and

6.3.6 where an amendment unequivocally affects the preparation of the ECONOMIC PROPOSALS, change (i) the scheduled date for SUBMISSION OF DOCUMENTS and/or (ii) the scheduled date for opening the volumes and evaluating the ECONOMIC PROPOSALS, extending or reopening the period initially established.

6.4 The COMMITTEE shall not be responsible for making changes to the AMENDMENT to be executed between the SPE and ANTT after COMPLETION OF THE COMPETITIVE PROCESS.

6.5 Any refusal by the BIDDER, WINNING BIDDER or BUYER to provide clarifications and documents or to comply with requirements imposed by the COMMITTEE within the deadlines established by it and in accordance with the terms of this NOTICE may result in the exclusion of the BIDDER, WINNING BIDDER or BUYER from the COMPETITIVE PROCESS and enforcement of the respective PROPOSAL GUARANTEE, as provided for in this NOTICE, provided that the right to be heard and to a full defense is ensured.

CHAPTER II - COMPETITIVE PROCESS

7 SCHEDULE OF EVENTS

7.1 The stages of the COMPETITIVE PROCESS shall be conducted in accordance with the SCHEDULE set forth in ANNEX 2 to this NOTICE.

7.2 The events set forth in the SCHEDULE are directly dependent upon the successful completion of the various stages of the COMPETITIVE PROCESS. If events arising after publication of this NOTICE may delay or otherwise hinder or modify the progress of the COMPETITIVE PROCESS, the COMMITTEE may revise the SCHEDULE, always with a view to completing the process efficiently and successfully.

8 PARTICIPATION IN THE COMPETITIVE PROCESS

8.1 Brazilian and foreign legal entities, including financial institutions, as well as Brazilian private equity investment funds of any type, foreign investment funds and supplementary pension entities, may participate in the COMPETITIVE PROCESS individually or as a CONSORTIUM, provided that they fully comply with the provisions of this NOTICE and its ANNEXES and with applicable law

subject to the conditions and limitations listed below:

- 8.1.1** Pension or social assistance entities and supplementary pension funds associated with the direct or indirect public administration shall be subject to the restrictions and limits established by applicable law, as well as other rules issued by the competent bodies. Private pension entities shall likewise comply with the legislation and rules applicable to them issued by such bodies.
 - 8.1.2** A CONSORTIUM may consist of Brazilian and foreign legal entities, or exclusively of Brazilian or foreign legal entities;
 - 8.1.3** The PRE-IDENTIFICATION documents (except for the PROPOSAL GUARANTEE) shall be submitted in respect of each consortium member.
 - (i) For purposes of providing the PROPOSAL GUARANTEE, the aggregate value of the guarantee instruments submitted by each consortium member shall be considered, irrespective of its percentage interest in the CONSORTIUM.
 - 8.1.4** Each consortium member shall individually comply with the other requirements contained in the NOTICE;
 - 8.1.5** The exclusion or disqualification of any consortium member shall result in the automatic exclusion/disqualification of the CONSORTIUM;
 - 8.1.6** There shall be no limit on the number of consortium members for purposes of formation of the CONSORTIUM;
 - 8.1.7** No consortium member may be added, replaced, withdrawn or excluded until COMPLETION OF THE COMPETITIVE PROCESS, nor may the percentage interests of the consortium members be changed; and
 - 8.1.8** The joint and several liability of the consortium members for purposes of the obligations assumed under the NOTICE shall cease upon COMPLETION OF THE COMPETITIVE PROCESS.
- 8.2** The following may not participate in the COMPETITIVE PROCESS:
- 8.2.1** a CONSORTIUM in which one or more consortium members, or a RELATED PARTY, also participates as an individual BIDDER or as a member of another CONSORTIUM;
 - 8.2.2** a BIDDER that is a RELATED PARTY of another BIDDER;
 - 8.2.3** a BIDDER that is subject to bankruptcy, insolvency, intervention, dissolution or liquidation;
 - 8.2.4** a BIDDER that has been debarred by the public administration;
 - 8.2.5** a BIDDER that is barred or suspended from participating in bidding processes and/or barred from contracting with the Federal Public Administration;
 - 8.2.6** a BIDDER that is subject to judicial reorganization or out-of-court reorganization, unless it objectively demonstrates, during QUALIFICATION, the financial, legal and objective conditions necessary to perform the obligations arising from the COMPETITIVE PROCESS;
 - 8.2.7** a BIDDER that is unable to make the representations and warranties set forth in the SHARE PURCHASE AGREEMENT;

- 8.2.8** a BIDDER that has been sentenced, by a final and unappealable court decision, to a restriction of rights as a result of environmental crimes, as provided for in article 10 of Law no. 9.605, of 12 February 1998;
 - 8.2.9** a BIDDER whose officer(s) or technical officer(s) is/are or has/have been the holder(s) of a permanent position or employment with ANTT, BNDES or the Ministry of Transport, or the holder(s) of a senior management or advisory position or intermediate assistance position with the Federal Government, during the 180 (one hundred and eighty) days preceding the date of publication of the NOTICE;
 - 8.2.10** a BIDDER whose officer falls within any of the circumstances provided for in article 1, item I, letter "e", of Supplementary Law no. 64, of 18 May 1990, except in cases involving privately prosecuted offenses, negligent offenses or offenses defined by law as minor offenses;
 - 8.2.11** a BIDDER whose officer has been convicted of administrative misconduct; or
 - 8.2.12** the CONTROLLING ENTITY, as well as any parent companies, controlled companies or associates of the CONTROLLING ENTITY, including CONSORTIA in which any of them participates, as provided for in the SETTLEMENT AGREEMENT.
- 8.3** Participation in the COMPETITIVE PROCESS requires completion of all its stages in accordance with this NOTICE and its ANNEXES.
- 8.4** Participation in the COMPETITIVE PROCESS constitutes unconditional, irrevocable and irreversible acceptance of the terms, rules and conditions of this NOTICE and its ANNEXES and of any other documents that may be disclosed and/or published in connection with this NOTICE and that form an integral part hereof.
- 8.5** The BIDDERS acknowledge and represent that they have full knowledge of the laws in force in Brazil, including the rules and regulations issued by ANTT, CADE, BACEN, CVM and other governmental authorities, and may not claim lack of knowledge of any law or rule in force. The BIDDERS also assume full responsibility and risk for the obligations and restrictions imposed or that may be imposed by any new law or rule.
- 9 REPRESENTATION IN THE COMPETITIVE PROCESS**
- 9.1 ACCREDITED REPRESENTATIVES**
- 9.1.1** Each BIDDER shall have up to 2 (two) ACCREDITED REPRESENTATIVES.
 - 9.1.2** Each ACCREDITED REPRESENTATIVE may represent only one BIDDER.
- 9.2 ACCREDITED BROKERS**
- 9.2.1** ACCREDITED BROKERS may represent the BIDDERS before B3 in the submission of all documents required under this NOTICE and in the acts performed during the PUBLIC AUCTION SESSION of the COMPETITIVE PROCESS.
 - 9.2.2** The brokerage agreement between the ACCREDITED BROKER and the BIDDER shall contain the minimum provisions specified in the B3 PROCEDURES MANUAL.
 - 9.2.3** Each ACCREDITED BROKER may represent only one BIDDER, and each BIDDER may be represented and participate in the COMPETITIVE PROCESS through only one ACCREDITED BROKER.
 - 9.2.4** In the case of a CONSORTIUM, the brokerage agreement may be entered into by

any consortium member or by the CONSORTIUM, in accordance with the B3 PROCEDURES MANUAL.

10 SUBMISSION OF DOCUMENTS

- 10.1** In accordance with this NOTICE, its ANNEXES and the B3 PROCEDURES MANUAL, the documents shall be organized into:
- 10.1.1** VOLUME 1 - PRE-IDENTIFICATION AND PROPOSAL GUARANTEE;
 - 10.1.2** VOLUME 2 - ECONOMIC PROPOSAL; and
 - 10.1.3** VOLUME 3 - QUALIFICATION DOCUMENTS.
- 10.2** The SUBMISSION OF DOCUMENTS comprising VOLUMES 1 (PRE-IDENTIFICATION AND PROPOSAL GUARANTEE) and 2 (ECONOMIC PROPOSAL) shall be made to the COMMITTEE through the B3 AUCTION PLATFORM on the date specified in the SCHEDULE. Submission by any other means shall not be accepted, except as otherwise determined in accordance with this NOTICE.
- 10.3** By the date specified in the SCHEDULE, VOLUME 3 (QUALIFICATION DOCUMENTS) shall be submitted solely by the WINNING BIDDER in the COMPETITIVE PROCESS, through the B3 AUCTION PLATFORM. Submission by any other means shall not be accepted.
- 10.4** Disconnection of the B3 AUCTION PLATFORM from any BIDDER shall not affect the validity of any SUBMISSION OF DOCUMENTS or other acts performed electronically.
- 10.5** VOLUMES 1, 2 and 3 shall be submitted electronically through the B3 AUCTION PLATFORM as ".pdf" files without any access restrictions, in accordance with the following guidelines:
- 10.5.1** If the file size exceeds the limitations of the B3 AUCTION PLATFORM, the respective VOLUME may be divided into parts, each of which shall fully comply with the requirements applicable to the original VOLUME.
 - 10.5.2** The first page of each VOLUME shall contain the following information:
 - (i) name of the BIDDER;
 - (ii) name of the ACCREDITED BROKER, if any;
 - (iii) number and name of the VOLUME;
 - (iv) part number, where applicable; and
 - (v) reference to the "CONCEBRA NOTICE."
 - 10.5.3** Documents shall be submitted in their native digital format or digitized with sufficient clarity to ensure full comprehension of their contents.
 - 10.5.4** All pages containing the contents of each VOLUME shall be sequentially numbered. If a VOLUME is divided into parts, continuous numbering shall be maintained across all such parts.
 - 10.5.5** Documents shall be signed by the ACCREDITED REPRESENTATIVES.
 - 10.5.6** Whenever applicable, documents shall follow the forms contained in the ANNEXES to this NOTICE and in the B3 PROCEDURES MANUAL.
 - 10.5.7** Documents shall be valid as of the date of SUBMISSION

OF DOCUMENTS. Certificates that do not expressly state an expiration date shall be deemed valid if issued no more than 90 (ninety) days before the date of SUBMISSION OF DOCUMENTS.

- 10.5.8** Electronic signatures that comply with the standards of the Brazilian Public Key Infrastructure (ICP-Brasil) shall be accepted, provided that the submitted document contains appropriate means for verifying their authenticity, including, without limitation, QR Codes and validation codes for links to websites expressly indicated in the document concerned.
- 10.5.9** The requirement for notarization of signatures on declarations, powers of attorney and the ECONOMIC PROPOSAL, as well as for authentication of documents required from the BIDDERS, is waived, subject to article 3 of Law no. 13.726, of 8 October 2018, and article 12 of Law no. 14.133, of 1 April 2021.
- 10.5.10** The documents need not be dematerialized.
- 10.5.11** Documents shall be in Portuguese. Documents in another language shall be translated into Portuguese by a public translator and interpreter duly sworn in Brazil.
- 10.5.12** All documents produced by the BIDDERS and prepared abroad shall be notarized and legalized by the competent consular authority and/or apostilled, as applicable.
- 10.5.13** Foreign BIDDERS from States Parties to the Convention Abolishing the Requirement of Legalisation for Foreign Public Documents, promulgated in Brazil by Federal Decree no. 8.660, of 29 January 2016, may replace the requirement for authentication by the relevant consulate referred to in this NOTICE with the affixing of the apostille provided for in articles 3 and 4 of that Convention. The documentation and the corresponding apostille shall be translated by a public translator and interpreter duly sworn in Brazil.
- 10.5.14** Foreign companies from other States may replace the apostille requirement with authentication of the documentation by the Brazilian consular authority in their country of origin, in accordance with the Consular and Legal Service Manual issued by the Ministry of Foreign Affairs.
- 10.5.15** Documentation authenticated in accordance with subitem 10.5.14 above shall also be translated by a sworn translator.
- 10.5.16** Foreign BIDDERS that do not operate in Brazil shall, to the extent possible, comply with the conditions of this NOTICE by submitting equivalent documents authenticated by the respective consulates or apostilled, as applicable.
- 10.5.17** Documents equivalent to those required under this NOTICE shall be submitted in a manner that permits clear identification of their validity, enforceability and effectiveness, and the BIDDER shall indicate the item of this NOTICE to which each document corresponds.
- 10.5.18** If any of the listed documents does not apply to the specific circumstances of a BIDDER, such BIDDER shall provide justification in a Declaration of Nonexistence of an Equivalent Foreign Document, in accordance with ANNEX 6.1 to this NOTICE.
- 10.5.19** All amounts or percentages within the COMPETITIVE PROCESS shall be calculated and stated to 2 (two) decimal places. In the event of noncompliance with this item, or where the application of any rule provided for in this NOTICE, such as monetary adjustment, updating and/or interest, results in amounts with more than 2 (two) decimal

places, the respective amounts shall be rounded as follows:

- (i) where the digit immediately following the second decimal place is equal to or less than 4 (four), such digit and all subsequent digits shall be disregarded, and the digit in the second decimal place shall remain unchanged; and
- (ii) where the digit immediately following the second decimal place is equal to or greater than 5 (five), the amount shall be rounded up by increasing the digit in the second decimal place by one, which may result in corresponding changes to the immediately preceding digits.

10.5.20 Whenever possible, numbers within the COMPETITIVE PROCESS shall be written both in numerals and in words. In the event of any discrepancy, the amount written in words shall prevail.

10.6 The COMMITTEE may, at its discretion and at any time during the COMPETITIVE PROCESS, request submission of original documents where necessary to satisfy itself as to the integrity of the digitized documentation uploaded to the B3 AUCTION PLATFORM.

11 B3 AUCTION PLATFORM

11.1 By the date of SUBMISSION OF DOCUMENTS, all BIDDERS shall be registered on the B3 AUCTION PLATFORM. Registration may be completed at any time at:
<https://leilao.paradigmabs.com.br/leilao-b3/Default.aspx>.

11.2 The users assigned to the BIDDERS during registration on the B3 AUCTION PLATFORM shall demonstrate that they have authority to represent them in handling information within the system, in accordance with the instructions contained in the B3 PROCEDURES MANUAL.

11.2.1 A user is distinct from an ACCREDITED REPRESENTATIVE under this NOTICE, although the same person may perform both functions in the COMPETITIVE PROCESS, acting as the BIDDER's user on the B3 AUCTION PLATFORM and as its ACCREDITED REPRESENTATIVE.

11.3 Registration for access to the B3 AUCTION PLATFORM by any interested party shall not bind such party to participate in the COMPETITIVE PROCESS and constitutes only a necessary step for access to the virtual environment in which the SUBMISSION OF DOCUMENTS will take place.

11.4 The BIDDERS shall be responsible for ensuring the reliability of their connection to the B3 AUCTION PLATFORM while performing the acts required to be carried out thereon.

11.5 The BIDDERS shall comply with the navigation instructions for the B3 AUCTION PLATFORM contained in the B3 PROCEDURES MANUAL.

11.6 Interested parties may not claim lack of knowledge regarding the operation of the B3 AUCTION PLATFORM as a result of errors in uploading files to the system.

11.7 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, subject to the provisions of this NOTICE.

11.8 Any questions regarding use of the B3 AUCTION PLATFORM shall be directed to B3 at leiloes@b3.com.br.

12 PRE-IDENTIFICATION AND PROPOSAL GUARANTEE (VOLUME 1)

12.1 For purposes of PRE-IDENTIFICATION, the documents specified in this item and listed in ANNEX 6 to this NOTICE shall be required and shall be submitted in VOLUME 1 - PRE

IDENTIFICATION AND PROPOSAL GUARANTEE.

12.2 Evidence of the representation powers of the ACCREDITED REPRESENTATIVES:

- (i) In the case of a BIDDER that is a Brazilian legal entity, a branch of a foreign legal entity authorized to operate in Brazil, or a foreign legal entity:
 - (a) a power of attorney granted to a legal representative residing and domiciled in Brazil, in accordance with the form contained in ANNEX 6.2 to this NOTICE; and
 - (b) documents evidencing the powers of the grantor(s).
- (ii) In the case of a CONSORTIUM:
 - (a) a power of attorney granted by the lead company to a legal representative residing and domiciled in Brazil, in accordance with the form contained in ANNEX 6.2 to this NOTICE;
 - (b) a power of attorney granted by the consortium members to the lead company, in accordance with the form contained in ANNEX 6.2 to this NOTICE;
 - (c) documents evidencing the powers of the grantor(s);
 - (d) a Consortium Formation Commitment Instrument, executed as a public or private instrument and signed by the legal representatives of the consortium members, containing the following specific provisions:
 - (I) name of the CONSORTIUM;
 - (II) identification details of the consortium members;
 - (III) subject matter of the CONSORTIUM;
 - (IV) composition of the CONSORTIUM, indicating the percentage interest of each consortium member;
 - (V) designation of the lead company, which shall be responsible to the CONTROLLING ENTITY for performance of the commitments undertaken in the ECONOMIC PROPOSAL, without prejudice to the joint and several liability of the other consortium members;
 - (VI) obligation of the other consortium members to provide information to the lead company so that it may perform its responsibilities to the CONTROLLING ENTITY;
 - (VII) joint and several liability of the lead company and the consortium members for all acts carried out by the CONSORTIUM, in accordance with applicable law; and
 - (VIII) a commitment, should the CONSORTIUM become the WINNING BIDDER, to take over the Special Purpose Company - SPE in accordance with this NOTICE.

12.3 Where ACCREDITED BROKERS are retained, the documents specified in the B3 PROCEDURES MANUAL shall be required, including the brokerage agreement between the ACCREDITED BROKER and the BIDDER.

12.4 For the PROPOSAL GUARANTEE, the documents specified in this item shall be required and shall be submitted in VOLUME 1 - PRE-IDENTIFICATION AND PROPOSAL GUARANTEE, in accordance with the procedures and forms provided for in the B3 PROCEDURES MANUAL.

- 12.5** At least one PROPOSAL GUARANTEE shall be submitted in VOLUME 1 - PRE-IDENTIFICATION AND PROPOSAL GUARANTEE.
- 12.6** PROPOSAL GUARANTEES shall be provided in one of the following forms:
- (i) bank guarantee;
 - (ii) surety bond;
 - (iii) capitalization bond;
 - (iv) government debt securities; or
 - (v) cash deposit (Brazilian reais).
- 12.7** The PROPOSAL GUARANTEE shall be provided in the amount of R\$ 41,961,627.25 (forty-one million, nine hundred and sixty-one thousand, six hundred and twenty-seven reais and twenty-five centavos).
- 12.8** PROPOSAL GUARANTEES may not be issued by a RELATED PARTY of the BIDDER.
- 12.9** PROPOSAL GUARANTEES shall have a minimum term of 1 (one) year from the date of SUBMISSION OF DOCUMENTS, subject to extension at the discretion of the COMMITTEE, failing which the BIDDER shall cease to satisfy the economic and financial QUALIFICATION requirement relating to the PROPOSAL GUARANTEE and shall consequently be disqualified from the COMPETITIVE PROCESS.
- 12.10** The PROPOSAL GUARANTEE instrument may not contain any provision or condition excluding any liability assumed by the BIDDER in connection with its participation in the COMPETITIVE PROCESS, except for exclusions from liability provided for under applicable law.
- 12.11** The terms of the PROPOSAL GUARANTEE may not be amended, except where expressly permitted by the COMMITTEE.
- 12.12** In the event of renewal, if 1 (one) year has elapsed from the date of submission of the ECONOMIC PROPOSAL, the index used for monetary adjustment of the PROPOSAL GUARANTEE shall be the IPCA, or any index that replaces it, calculated based on the positive variation between the index number for the month two months before the SUBMISSION OF DOCUMENTS and the index number for the month two months immediately preceding the renewal.
- 12.13** If the BIDDER participates individually, the PROPOSAL GUARANTEE shall be submitted in its own name.
- 12.14** In the case of participation through a CONSORTIUM, the PROPOSAL GUARANTEE may be submitted either by only one of the consortium members, for the benefit of all remaining consortium members, or jointly by two or more consortium members, provided that the aggregate amount of the guarantees reaches the amount required under subitem 12.7 of this NOTICE.
- 12.15** Where the PROPOSAL GUARANTEE is submitted jointly, each consortium member may independently elect one of the forms of guarantee permitted under this NOTICE, without prejudice to the election of a different form by the other consortium members.
- 12.16** If the BIDDER participates through a CONSORTIUM, PROPOSAL GUARANTEES in which the CONSORTIUM itself is identified as the principal shall not be accepted. In such case, the PROPOSAL GUARANTEE may be submitted: (i) under a single instrument in the name of one of the duly organized legal entities belonging to the CONSORTIUM; or (ii) under separate instruments, each in the name of a consortium member.

- (i) in all cases: (a) the PROPOSAL GUARANTEE shall secure the liability of the CONSORTIUM, and no instrument guaranteeing only the participation of a single consortium member shall be permitted; and (b) the name of the CONSORTIUM, the corporate names of all consortium members and the percentage interest of each shall be stated in the PROPOSAL GUARANTEE.

12.17 Where the PROPOSAL GUARANTEE is provided in the form of a surety bond:

- (i) the policy shall identify the BIDDER as the principal and ANTT as the obligee and shall also comply with applicable laws and regulations, including, without limitation, the regulatory acts of the Superintendence of Private Insurance - SUSEP applicable to surety bonds;
- (ii) the policy shall be issued by an insurance company duly organized and authorized by SUSEP to operate and registered with B3;
- (iii) the authenticity of digitally certified surety bond policies shall be capable of verification on the website of the insurance company or SUSEP; and
- (iv) evidence of the signatories' powers shall be provided where the signatories are not validly registered with B3 as representatives of the insurance company.

12.18 Where the PROPOSAL GUARANTEE is provided in the form of a bank guarantee:

- (i) the bank guarantee shall identify the BIDDER as the principal and guarantee the BIDDER's obligations to ANTT;
- (ii) the amount shall be stated in Brazilian reais (R\$);
- (iii) the guarantor shall be a commercial, investment and/or multiple bank authorized to operate in Brazil under Brazilian law and the regulations applicable to the financial sector and shall comply with the restrictions imposed by the National Monetary Council concerning indebtedness limits and risk diversification;
- (iv) the bank shall be a financial institution rated within the first or second tier, that is, between "A" and "B" on the long-term credit rating scale of at least one of the following credit rating agencies: *Fitch Ratings, Moody's or Standard & Poors*;
- (v) the bank guarantee shall bear the signatures of the officers of the issuing entity, accompanied by evidence of their respective representation powers;
- (vi) the selected guarantor shall be registered with B3;
- (vii) the bank shall have the EMVIA system so that B3 may verify the authenticity of the bank guarantee;
- (viii) on the date of SUBMISSION OF DOCUMENTS, the BIDDER shall submit a digitized copy of the bank guarantee through the B3 AUCTION PLATFORM;
- (ix) the original physical bank guarantee shall be delivered in person at B3's headquarters during the period between the business day following the date of SUBMISSION OF DOCUMENTS (VOLUMES 1 and 2) and the business day preceding the date of the PUBLIC AUCTION SESSION, during business hours (from 9:00 a.m. to 6:00 p.m., Brasília time);
- (x) the signatures of the guarantor's legal representatives on the bank guarantee shall be notarized, and digital signatures shall not be accepted;

- (xi) the bank guarantee shall be initialed on the front and on all other pages that do not contain a signature; and
 - (xii) the bank guarantee shall bear the signatures of 2 (two) witnesses.
- 12.19** Where the PROPOSAL GUARANTEE is provided in the form of a cash deposit, the deposit shall be made at a branch of Caixa Econômica Federal selected by the BIDDER, by means of an Identified Deposit, in accordance with the B3 PROCEDURES MANUAL.
- 12.20** Where the PROPOSAL GUARANTEE is provided in the form of government debt securities, only National Treasury Bills - LTN, Treasury Financial Bills - LFT, National Treasury Notes - Series C - NTN-C, National Treasury Notes - Series B Principal - NTN-B Principal, or National Treasury Notes - Series F - NTN-F shall be accepted.
- 12.21** For purposes of the PROPOSAL GUARANTEE, single-payment capitalization bonds redeemable for the full amount shall be accepted, subject to the rules established in the B3 PROCEDURES MANUAL.
- 12.22** The PROPOSAL GUARANTEE shall be included in VOLUME 1 and shall contain, as applicable: (i) the bank guarantee instrument in favor of ANTT; (ii) the surety bond policy; (iii) proof of the cash deposit made in accordance with this NOTICE; (iv) evidence of the book-entry blocking of the government debt security, in accordance with the B3 PROCEDURES MANUAL; or (v) evidence of single-payment capitalization bonds redeemable for the full amount, designating ANTT as the assignee, in accordance with ANNEX 5 - B3 PROCEDURES MANUAL.
- 12.23** The BIDDER shall maintain the PROPOSAL GUARANTEE valid and effective until all its obligations under this NOTICE have been performed, as applicable, including the obligation to renew it before the COMMITTEE as many times as necessary while the BIDDER remains interested in remaining qualified in the COMPETITIVE PROCESS.
- 12.24** B3 shall return replaced PROPOSAL GUARANTEES only after the substitute PROPOSAL GUARANTEES have been duly deposited.
- 12.25** The PROPOSAL GUARANTEE shall be collected by the BIDDERS or, where applicable, by their ACCREDITED BROKERS within 30 (thirty) days after COMPLETION OF THE COMPETITIVE PROCESS.
- 12.26** B3 shall act with respect to any PROPOSAL GUARANTEE deposited only pursuant to an express and formal order from the COMMITTEE.
- 12.27** The PROPOSAL GUARANTEE may be enforced, among other circumstances provided for in this NOTICE and applicable law, without prejudice to any other consequences applicable in each case, such as specific performance, the imposition of penalties and/or liability of the BIDDER(S) for amounts due or indemnifiable losses exceeding the PROPOSAL GUARANTEE, in the following cases:
- 12.27.1** delay in or total or partial failure to perform the obligations assumed as a result of participation in the competitive process, including obligations arising prior to COMPLETION OF THE COMPETITIVE PROCESS;
 - 12.27.2** performance of acts intended to defraud, frustrate, hinder or delay the objectives of the competitive process and COMPLETION OF THE COMPETITIVE PROCESS;
 - 12.27.3** non-compliant submission, failure to submit, or withdrawal of documents required under this NOTICE (including the ECONOMIC PROPOSAL and QUALIFICATION) for purposes of the COMPETITIVE PROCESS and COMPLETION OF THE COMPETITIVE PROCESS;

- 12.27.4** failure to ratify the ECONOMIC PROPOSAL;
 - 12.27.5** refusal to make full and timely payment of the amounts provided for in this NOTICE (even where such refusal is attributable solely to one consortium member);
 - 12.27.6** refusal to provide clarifications and documents or to comply with requirements imposed by the COMMITTEE within the deadlines established by it and in accordance with the terms of this NOTICE; and/or
 - 12.27.7** to cover fines, penalties, B3 remuneration and indemnification amounts that may be owed to the CONTROLLING ENTITY.
- 12.28** The COMMITTEE shall review VOLUME 1 - PRE-IDENTIFICATION AND PROPOSAL GUARANTEE, with the assistance of B3, and shall determine the regularity of the documents.
- 12.29** The COMMITTEE shall disclose on the COMPETITIVE PROCESS website its determination as to whether the BIDDERS have satisfied the document requirements relating to PRE-IDENTIFICATION and the PROPOSAL GUARANTEE.
- 13 ECONOMIC PROPOSAL (VOLUME 2)**
- 13.1** VOLUME 2 - ECONOMIC PROPOSAL shall contain only the ECONOMIC PROPOSAL.
- 13.2** The ECONOMIC PROPOSAL shall be submitted in writing, setting forth the offer submitted by the BIDDER, in accordance with the form of ECONOMIC PROPOSAL contained in ANNEX 7.1 to this NOTICE, and shall state:
- (i) the DISCOUNT, consisting of the percentage offered by the BIDDER, expressed to 2 (two) decimal places, corresponding to the BASIC TOLL TARIFF DISCOUNT.
- 13.2.1** The BASIC TOLL TARIFF to be considered for purposes of the DISCOUNT offered in the ECONOMIC PROPOSAL is R\$ 0.07133/km (seven thousand one hundred and thirty-three hundred-thousandths of a real per kilometer) for single-carriageway Homogeneous Sections, corresponding to the basic toll tariff for vehicle category 1, as of July 2023, subject to the adjustments and reviews provided for in the AMENDMENT to be executed between the SPE and ANTT after COMPLETION OF THE COMPETITIVE PROCESS.
- 13.3** In preparing the ECONOMIC PROPOSAL, the BIDDER shall consider:
- (i) the BASIC TOLL TARIFF DISCOUNT;
 - (ii) the EARMARKED FUNDS CONTRIBUTIONS corresponding to the DISCOUNT percentage offered;
 - (iii) the obligations assumed by the BIDDER as a result of its participation in the COMPETITIVE PROCESS;
 - (iv) the obligations to be assumed by the BIDDER as a result of the SHARE PURCHASE AGREEMENT and COMPLETION OF THE COMPETITIVE PROCESS;
 - (v) the AMENDMENT to be executed by the SPE with ANTT after COMPLETION OF THE COMPETITIVE PROCESS; and
 - (vi) the reduction in the amount of the investments provided for in the PER arising from the tax benefits under REIDI - Special Incentive Regime for Infrastructure Development, in accordance with applicable law, from initial qualification under the regime through the end of the

CONCESSION TERM.

- 13.4** The BIDDER shall include in its ECONOMIC PROPOSAL all costs, expenses, risks and amounts it considers applicable. No future allegation or claim seeking to modify or include amounts not considered by the BIDDER shall be accepted.
- 13.5** The ECONOMIC PROPOSAL shall consider the EARMARKED FUNDS CONTRIBUTION, which shall be deposited by the WINNING BIDDER into the CONTRIBUTION ACCOUNT, in accordance with the amounts set forth in the table below for each 1% (one percent) of DISCOUNT on the BASIC TOLL TARIFF stated in its ECONOMIC PROPOSAL.

DISCOUNT	EARMARKED FUNDS CONTRIBUTION per percentage point of DISCOUNT on the BASIC TOLL TARIFF (July 2023 base date)
$0 \leq \text{Discount} \leq 18\%$	No Additional Contribution
$18\% < \text{Discount} \leq 23\%$	R\$ 44,289,336.76 (forty-four million, two hundred and eighty-nine thousand, three hundred and thirty-six reais and seventy-six centavos)
$23\% < \text{Discount} \leq 30\%$	R\$ 53,147,204.11 (fifty-three million, one hundred and forty-seven thousand, two hundred and four reais and eleven centavos)
Discount > 30%	R\$ 66,434,005.13 (sixty-six million, four hundred and thirty-four thousand, five reais and thirteen centavos)

13.5.1 The calculation of the EARMARKED FUNDS CONTRIBUTION shall cumulatively consider the percentage falling within each applicable DISCOUNT band on the BASIC TOLL TARIFF set forth in the table above, and the EARMARKED FUNDS CONTRIBUTION shall be calculated proportionately where the DISCOUNT percentage is not a whole number.

13.5.2 The amount of the EARMARKED FUNDS CONTRIBUTION, if any, shall be adjusted by the variation in the IPCA calculated between May 2023 and the month two months prior to the date on which the contribution is made.

- 13.6** Submission of the ECONOMIC PROPOSAL shall constitute an irrevocable and irreversible obligation of the BIDDER to execute the SHARE PURCHASE AGREEMENT. The ECONOMIC PROPOSAL shall remain valid for 1 (one) year from the SUBMISSION OF DOCUMENTS, which period may be extended for an equal period at the discretion of the COMMITTEE, and all its terms shall automatically remain in effect during such period.
- 13.7** B3 shall retain custody of the ECONOMIC PROPOSALS until the PUBLIC AUCTION SESSION, at which time they shall be accessed and disclosed by the director of the COMPETITIVE PROCESS.

14 PUBLIC AUCTION SESSION OF THE COMPETITIVE PROCESS

- 14.1** The PUBLIC AUCTION SESSION shall be conducted by B3 on behalf of the COMMITTEE at B3's premises, at the location and on the date specified in the SCHEDULE.
- 14.2** The BIDDERS shall participate in the PUBLIC AUCTION SESSION if declared eligible by the COMMITTEE following disclosure of the results of the review of their VOLUME 1 - PRE-IDENTIFICATION AND PROPOSAL GUARANTEE.
- 14.3** If one or more BIDDERS are declared eligible by the COMMITTEE, the PUBLIC AUCTION SESSION shall commence with disclosure of VOLUME 2 - ECONOMIC PROPOSAL.

- 14.4** The director of the PUBLIC AUCTION SESSION shall access VOLUME 2 of the eligible BIDDERS, read out the amounts of the written ECONOMIC PROPOSALS and display the amounts offered through the B3 system, which shall provisionally rank the proposals in descending order of the DISCOUNT percentages offered.
- 14.5** A written ECONOMIC PROPOSAL that fails to comply with this NOTICE shall be rejected, particularly where it: (i) does not follow the form contained in ANNEX 7.1; (ii) contains erasures, blots, interlineations or language that prevents its contents from being accurately understood; (iii) contains amendments, qualifications or omissions; (iv) contains any condition or term not provided for in this NOTICE; or (v) fails to state a DISCOUNT or states a DISCOUNT of less than 0.00% (zero percent).
- 14.6** The difference between the discount percentages offered shall be determined. The preliminarily first-ranked BIDDER and the BIDDERS that have offered a BASIC TOLL TARIFF DISCOUNT that is, in relative terms, up to 20% (twenty percent) lower than, or has a nominal difference of up to 5 (five) percentage points from, the highest discount offered, whichever criterion results in broader participation, shall qualify for the ORAL BIDDING STAGE.
- 14.7** If no BIDDER satisfies the qualification criterion for the ORAL BIDDING STAGE, the BIDDER that offered the greatest DISCOUNT in its written ECONOMIC PROPOSAL shall be declared the WINNING BIDDER.
- 14.8** If BIDDERS qualify for the ORAL BIDDING STAGE, the following rules shall apply:
- 14.8.1** Only new BIDS at percentages higher than the greatest DISCOUNT previously submitted shall be permitted, until no BIDDER offers a BID higher than the most recent BID submitted by another BIDDER during the PUBLIC AUCTION SESSION.
 - 14.8.2** At the discretion of the COMMITTEE, the director of the PUBLIC AUCTION SESSION may establish a maximum period between BIDS, as well as a minimum percentage increment for new BIDS.
 - 14.8.3** The BIDDER that offers the greatest DISCOUNT shall be declared the WINNING BIDDER of the ORAL BIDDING STAGE, subject to compliance with the requirements of this NOTICE.
 - 14.8.4** Each oral offer shall be deemed a firm ECONOMIC PROPOSAL and may become the FINAL ECONOMIC PROPOSAL, and the BIDDER shall be unconditionally bound to honor it.
 - 14.8.5** Following completion of the ORAL BIDDING STAGE, and only if oral bids have been submitted, the WINNING BIDDER shall ratify its BID in accordance with ANNEX 9 - FORM OF RATIFICATION OF ECONOMIC PROPOSAL.
 - (i) Ratification of the offer by the WINNING BIDDER may be carried out by affixing a signature to the document issued by the COMMITTEE during the PUBLIC AUCTION SESSION itself. In such case, the respective BIDDER or, where applicable, its ACCREDITED BROKER shall sign the document issued by the COMMITTEE, recording the bid submitted by the WINNING BIDDER.
- 14.9** If there is a tie between the written ECONOMIC PROPOSALS offering the greatest DISCOUNT and no new oral offers are submitted, the WINNING BIDDER shall be determined by drawing lots.

14.9.1 If lots are drawn to resolve a tie, the first BIDDER drawn shall be declared the WINNING BIDDER. The drawing shall be conducted by the director of the PUBLIC AUCTION SESSION on behalf of the COMMITTEE.

14.10 At the end of the PUBLIC AUCTION SESSION, the director, on behalf of the COMMITTEE, shall declare the WINNING BIDDER.

14.11 The result of the PUBLIC AUCTION SESSION shall be disclosed by the COMMITTEE on the COMPETITIVE PROCESS website on the date specified in the SCHEDULE.

15 REVIEW OF QUALIFICATION DOCUMENTS (VOLUME 3)

15.1 Only the BIDDER ranked first in the PUBLIC AUCTION SESSION shall submit VOLUME 3 containing the documents specified in ANNEX 8 to this NOTICE by the date set forth in the SCHEDULE.

15.2 The disqualification of the BIDDER deemed the winner of the COMPETITIVE PROCESS shall result in:

- (i) the successive calling of the other BIDDERS, in ranking order, to submit VOLUME 3 containing the QUALIFICATION DOCUMENTS, until one of the BIDDERS satisfies all qualification requirements and is declared the WINNING BIDDER; and
- (ii) full enforcement of its PROPOSAL GUARANTEE.

15.3 The WINNING BIDDER shall submit the following documents in VOLUME 3:

- (i) a declaration that it is not participating in the COMPETITIVE PROCESS through another BIDDER, whether directly or through a RELATED PARTY, in accordance with the form contained in ANNEX 8.4 to this NOTICE;
- (ii) a declaration accepting the terms and conditions of this NOTICE and its ANNEXES and stating that it is not barred from participating in the COMPETITIVE PROCESS, in accordance with the form contained in ANNEX 8.2 to this NOTICE;
- (iii) a declaration of compliance with article 7, item XXXIII, of the Federal Constitution, in accordance with the form contained in ANNEX 8.3 to this NOTICE;
- (iv) a declaration of financial capacity to satisfy the payment obligations provided for in this NOTICE, in accordance with the form contained in ANNEX 8.5;
- (v) a declaration of receipt and evaluation of the documents and information relating to the COMPETITIVE PROCESS, in accordance with the form contained in ANNEX 8.6 to this NOTICE; and
- (vi) an organizational chart of the economic group to which it belongs.

15.4 The COMMITTEE shall determine whether the QUALIFICATION is in order, with technical support from B3, after due verification of the documents submitted, at which time the COMMITTEE may conduct inquiries, request clarifications and/or cure defects, as necessary.

15.5 Upon completion of the review of VOLUME 3 submitted by the WINNING BIDDER, the COMMITTEE shall issue and disclose its decision on the result of the review.

15.6 The disqualification of all BIDDERS shall render the PUBLIC AUCTION SESSION without effect.

16 APPEALS

16.1 The COMPETITIVE PROCESS shall have a single appeal stage.

16.2 Appeals shall be filed within 5 (five) business days from disclosure of the

Evaluation Minutes and shall expressly identify the stage(s) of the COMPETITIVE PROCESS to which they relate.

- 16.3** BIDDERS that do not intend to file an appeal may waive their right to appeal during the appeal period by means of a petition addressed to the COMMITTEE and filed with the record of the administrative proceeding relating to the COMPETITIVE PROCESS.
- 16.4** Notice of the filing of an appeal shall be published on the COMPETITIVE PROCESS website, and the other BIDDERS may file their responses to appeal within 5 (five) business days from publication of notice of the filing of the appeals and shall be granted access to the record.
- 16.5** Access to the record shall be requested through ELECTRONIC FILING and directed to the COMMITTEE.
- 16.6** Appeals and responses to appeal shall be addressed to the COMMITTEE, submitted in writing, supported by documents evidencing the grounds alleged, and filed through ELECTRONIC FILING.
- 16.7** Appeals shall be admitted only if signed by legal representatives, ACCREDITED REPRESENTATIVES, an attorney-in-fact vested with specific powers, or any person to whom such specific powers have been validly delegated by substitution, provided that evidence of such powers is submitted.
- 16.8** Appeals and responses to appeal filed after the deadlines established in the NOTICE or by means other than ELECTRONIC FILING shall not be entertained by the COMMITTEE.
- 16.9** Appeals filed to challenge a decision adopted within this COMPETITIVE PROCESS shall be considered by the COMMITTEE, which, after reviewing the grounds of the appeal and the responses to appeal, shall, within 5 (five) business days: (i) uphold the challenged decision; or (ii) reconsider the decision. Such period may be extended upon justification.
- 16.10** The analysis of the appeal shall be supported by the applicable technical analyses and accompanied by a legal opinion and shall state the reasons on which the COMMITTEE's decision is based.
- 16.11** Reconsideration of the decision, resulting in the appeal being upheld, shall entail, as applicable, the invalidation only of those acts that cannot be preserved.
- 16.12** The outcome of the appeals shall be made available on the COMPETITIVE PROCESS website, and no further appeals may be filed against the respective decision.
- 16.13** The outcome of the appeals may result in the COMMITTEE publishing a new schedule for repetition of the relevant acts, with all statutory deadlines being observed in setting the new date.
- 16.14** If appeals are filed, the result of the COMPETITIVE PROCESS shall be published after publication of the outcome of the appeals. If no appeals are filed, it shall be published after expiration of the appeal period or after the BIDDERS waive their right to appeal against the result of the QUALIFICATION review.

17 PUBLICATION OF THE COMPETITIVE PROCESS RESULT

- 17.1** The result of the COMPETITIVE PROCESS shall be disclosed by the COMMITTEE on the COMPETITIVE PROCESS website on the date specified in the SCHEDULE and may be disclosed earlier if no BIDDERS participate.

18 RATIFICATION AND AWARD OF THE SUBJECT MATTER

- 18.1** The result of the COMPETITIVE PROCESS shall be forwarded by the COMMITTEE to the ANTT Board of Directors within 5 (five) business days from disclosure of the result.

- 18.2** The ANTT Board of Directors shall proceed with the RATIFICATION, the AWARD of the SUBJECT MATTER, and the granting of prior consent to the TRANSFER OF CONTROL.
- 18.3** Following the AWARD and RATIFICATION of the SUBJECT MATTER, the BUYER shall have full access to the information and documents relating to the SPE and the CONCESSION to make appropriate preparations for taking over the operation.
- 18.3.1** The access referred to in the preceding item shall be subject to prior execution by the BUYER and the SELLER of a Confidentiality Agreement (*Non-Disclosure Agreement - NDA*), on the terms and conditions agreed upon by them.
- 18.3.2** The PARTIES shall ensure secrecy, confidentiality and the protection of personal data in accordance with applicable law, including the General Data Protection Law (LGPD).
- 18.3.3** The right of access shall encompass, at a minimum, all documents and technical, administrative, operational, economic and financial, and legal information relating to the CONCESSION, including, without limitation, contracts, reports, databases, systems and other records necessary for a full understanding of the operation and an appropriate transition of management.
- 18.3.4** Whenever requested by the BUYER, the SELLER shall, within 7 (seven) days from the request, provide the information and clarifications necessary for continuity of the operation in a complete, accurate and timely manner, and may not unjustifiably refuse or impose conditions on the provision thereof.
- 18.3.5** If the BUYER submits generic or disproportionate requests, the SELLER may refer the matter to the COMMITTEE, which shall determine the relevance of the request and whether it must be complied with.
- 18.4** Following the AWARD and RATIFICATION of the SUBJECT MATTER, the ANTT Board of Directors shall establish the TRANSITION COMMITTEE for the purpose of coordinating the demobilization of the current CONTROLLING ENTITY and ensuring continuity of the delegated public services until the BUYER takes over, and the TRANSITION COMMITTEE shall be responsible for:
- (i) coordinating the corporate and operational transition process;
 - (ii) supervising continuity of the delegated public services during the COEXISTENCE PHASE; and
 - (iii) reporting to ANTT any outstanding matters, risks, nonconformities and recommendations.
- 18.4.1** The TRANSITION COMMITTEE shall consist of:
- (i) 4 (four) representatives of ANTT, comprising 1 (one) principal coordinator and 3 (three) supporting members;
 - (ii) 2 (two) representatives of the SELLER, comprising 1 (one) principal member and 1 (one) alternate; and
 - (iii) 2 (two) representatives of the BUYER, comprising 1 (one) principal member and 1 (one) alternate.
- 18.4.2** The TRANSITION COMMITTEE shall remain in effect throughout the COEXISTENCE PHASE, in accordance with the regulatory and contractual verification procedures provided for in Resolution no. 6.063, of 13 February 2025.
- 18.4.3** In performing its duties, the TRANSITION COMMITTEE shall observe, in addition to the provisions of this NOTICE, the duties, obligations, procedures and guidelines established in the Settlement Agreement, particularly

the provisions contained in annex 11 thereto, to the extent applicable.

18.5 The COEXISTENCE PHASE shall commence upon the AWARD and RATIFICATION of the SUBJECT MATTER and shall continue until 30 (thirty) days after execution of the SHARE PURCHASE AGREEMENT.

18.5.1 Before commencement of the COEXISTENCE PHASE, ANTT shall notify the SELLER and the BUYER to designate their respective transition teams.

18.5.2 During the COEXISTENCE PHASE, the SELLER shall: i) cooperate with the BUYER and ANTT, ensuring the proper transfer of knowledge and information; ii) allow the BUYER to monitor the operations of the concessioned highway system and the activities of the CONCESSIONAIRE, ensuring full access thereto; iii) designate professionals with specialized knowledge in the areas relevant to the transition; and iv) interact with the BUYER, ANTT and the other parties involved in operation of the highway system.

18.5.3 During the COEXISTENCE PHASE, the BUYER shall: i) ensure the preservation of the services provided by the SPE until the TRANSFER OF CONTROL; and ii) conduct such assessments as it deems appropriate in preparation for assuming the CONCESSION.

18.5.4 If, following closure of the DATA ROOM, the SELLER performs any acts or enters into any transactions that create or may create, alter, modify or extinguish obligations or rights of the SPE, the SELLER shall promptly disclose them to the COMMITTEE and the BUYER until the TRANSFER OF CONTROL is effectively completed.

18.5.5 During the COEXISTENCE PHASE and until the TRANSFER OF CONTROL, the SELLER shall obtain the BUYER's prior consent before performing any acts or entering into any transactions that create or may create, alter, modify or extinguish obligations or rights of the SPE with effects after execution of the SHARE PURCHASE AGREEMENT.

- (i) The BUYER shall have up to 3 (three) business days from receipt of the request for prior consent to respond.
- (ii) In demonstrably emergency or exceptional circumstances where obtaining the prior consent referred to in item 18.5.5 could compromise continuity of operation of the Highway System or compliance with legal, contractual or regulatory obligations, the SELLER may take the necessary actions, provided that it submits to the COMMITTEE a reasoned statement of the grounds that led to the adoption of such measure.

19 SHARE PURCHASE AGREEMENT

19.1 Following RATIFICATION and AWARD of the SUBJECT MATTER of the COMPETITIVE PROCESS, the WINNING BIDDER shall be called upon to execute the SHARE PURCHASE AGREEMENT in the form of the draft contained in ANNEX 10 to this NOTICE.

19.2 The BUYER shall provide the CCVA GUARANTEE in favor of the SELLER, as beneficiary, and deliver it directly to the COMMITTEE within 7 (seven) days after RATIFICATION and AWARD of the SUBJECT MATTER of the COMPETITIVE PROCESS, for purposes of execution of the SHARE PURCHASE AGREEMENT, in accordance with the instructions contained in this NOTICE. The CCVA GUARANTEE shall secure performance of the obligations to be assumed by the BUYER under the SHARE PURCHASE AGREEMENT, including, without limitation, payment of the penalties and indemnification amounts provided for therein.

19.2.1 The CCVA GUARANTEE submitted by the BUYER shall be reviewed

by the SELLER, which may, within 7 (seven) days from its submission, raise a reasoned challenge as to its regularity, sufficiency or compliance with the provisions of this NOTICE. In such event, the BUYER shall be notified by the COMMITTEE to submit its response within 7 (seven) days.

- 19.2.2** Upon expiration of the periods provided for in the preceding subitem, the COMMITTEE shall, within 7 (seven) days, confirm the validity of the CCVA GUARANTEE for purposes of satisfying the conditions required for execution of the SHARE PURCHASE AGREEMENT.
- 19.2.3** The CCVA GUARANTEE shall be provided in one of the following forms: (i) cash deposit; (ii) bank guarantee; (iii) government debt securities; (iv) capitalization bond; or (v) surety bond.
- 19.2.4** The amount of the CCVA GUARANTEE shall be R\$ 839,232.54 (eight hundred and thirty-nine thousand, two hundred and thirty-two reais and fifty-four centavos).
- 19.2.5** The CCVA GUARANTEE shall remain valid for 1 (one) year from the date of execution of the SHARE PURCHASE AGREEMENT.
- 19.2.6** The amount of the CCVA GUARANTEE shall be adjusted if more than 1 (one) year elapses between publication of the NOTICE and submission of the CCVA GUARANTEE.
 - (i) The index used for monetary adjustment of the CCVA GUARANTEE shall be the IPCA, or any index that replaces it, calculated based on the positive variation between the index number for the month two months prior to publication of the NOTICE and the index number for the month two months immediately preceding submission of the CCVA GUARANTEE.
- 19.2.7** The terms of the CCVA GUARANTEE may not be amended, except where expressly permitted by the COMMITTEE.
- 19.2.8** The CCVA GUARANTEE may be enforced in the event of losses and damages suffered by the CONTROLLING ENTITY as a result of total or partial nonperformance by the BUYER of the obligations assumed by it under the SHARE PURCHASE AGREEMENT after execution thereof, even where such nonperformance does not compromise COMPLETION OF THE COMPETITIVE PROCESS.

19.3 As a condition for execution of the SHARE PURCHASE AGREEMENT, the BUYER shall demonstrate satisfaction of the following conditions by submitting the relevant documentation within 45 (forty-five) days from the date of the call by ANTT referred to in subitem 19.1, which period may be extended at the discretion of the COMMITTEE:

- (i) organization and registration of a Brazilian company under Brazilian law, with its headquarters and management in Brazil, which shall become a party to the SHARE PURCHASE AGREEMENT, if the BUYER submitted its proposal as a CONSORTIUM;
- (ii) approval by CADE of the TRANSFER OF CONTROL of the SPE to the BUYER, in accordance with applicable law, without any condition restricting the immediate effectiveness of the TRANSFER OF CONTROL;
- (iii) prior consent of the Lenders to execution of the AMENDMENT and transfer of the shareholding control, as required under the financing agreement between the SPE and the Lender, as well as the release of any guarantees provided by the CONTROLLING ENTITY

under such agreements;

- (iv) submission of the LETTER OF GUARANTEE IN FAVOR OF THE LENDER in the estimated amount of R\$ 646,820,000.00 (six hundred and forty-six million, eight hundred and twenty thousand reais), as of March 2026, in the form of ANNEX 12 to this NOTICE. Such amount shall be adjusted based on the outstanding debt balance through the month preceding the month in which ANTT calls the parties to execute the SHARE PURCHASE AGREEMENT, and the Lender may, at its discretion, waive such requirement or accept another form of guarantee;
- (v) verification that the BUYER is not subject to bankruptcy, voluntary bankruptcy, intervention, insolvency, judicial reorganization, out-of-court reorganization, or judicial or out-of-court liquidation proceedings;
- (vi) full payment by the BUYER of the remuneration due to B3 pursuant to subitem 21.1 of this NOTICE, in the manner specified by such entity;
- (vii) prior approval by the insurance companies responsible for the insurance policies taken out by the SPE, required exclusively in the event of replacement of the counter-guarantees provided by the CONTROLLING ENTITY; and
- (viii) evidence of payment to INFRA S.A., in the manner specified by such entity, of the amount of R\$ 4,939,310.51 (four million, nine hundred and thirty-nine thousand, three hundred and ten reais and fifty-one centavos), as of July 2026, duly adjusted by the variation in the IPCA calculated between May 2026 and the month two months before the date of actual payment, in consideration for services relating to (i) preparation and analysis of the Technical, Economic and Environmental Feasibility Studies (EVTEA), (ii) independent verification services provided in support of ANTT in the rebidding process, and (iii) analysis of socio-environmental studies, pursuant to Ordinance no. 693/2026-MT.

19.4 The LETTER OF GUARANTEE IN FAVOR OF THE LENDER shall be issued by a commercial, investment and/or multiple bank authorized to operate in Brazil under Brazilian law and the regulations applicable to the financial sector and that complies with the restrictions imposed by the National Monetary Council concerning indebtedness limits and risk diversification.

19.4.1 The guarantor shall be a financial institution rated within the first or second tier, that is, between "A" and "B" on the long-term credit rating scale of at least one of the following credit rating agencies: *Fitch Ratings, Moody's or Standard & Poors*.

19.4.2 The LETTER OF GUARANTEE IN FAVOR OF THE LENDER shall have a minimum term of 2 (two) years.

19.4.3 A LETTER OF GUARANTEE IN FAVOR OF THE LENDER that has not been issued strictly in accordance with ANNEX 12 shall be deemed not to have been submitted.

19.5 The conditions set forth in subitems 19.3(iii) and (iv) may be replaced by submission of an instrument evidencing the full discharge of all debts and financing arrangements with the Lender, or by another less burdensome form of guarantee determined by the creditor.

19.6 If the WINNING BIDDER refuses to execute the SHARE PURCHASE AGREEMENT, if the conditions precedent set forth in subitem 19.3 above are not satisfied within the period established in this NOTICE, or if any of the conduct described in subitem 22.1 of this NOTICE gives rise to a penalty, the COMMITTEE shall successively call the other BIDDERS, in ranking order, to do so, in accordance with subitem 15 of this NOTICE, without prejudice to enforcement of the

WINNING BIDDER's PROPOSAL GUARANTEE.

- 19.7** The COMMITTEE shall confirm satisfaction of the conditions precedent for which the BUYER and the SELLER are respectively responsible, as a condition for execution of the SHARE PURCHASE AGREEMENT, within 10 (ten) business days from submission of the documents by the respective PARTY.
- 19.8** In accordance with the terms and conditions of this NOTICE, the BUYER shall submit the relevant documentation to the COMMITTEE so that the COMMITTEE may confirm satisfaction of the conditions precedent for which the BUYER is responsible.
- 19.9** After the COMMITTEE confirms satisfaction of the BUYER's conditions precedent, the SELLER shall be notified to submit to the COMMITTEE, within 7 (seven) days, the relevant documentation evidencing satisfaction of the conditions precedent for which the SELLER is responsible and that are necessary for execution of the SHARE PURCHASE AGREEMENT.
- 19.10** The COMMITTEE shall confirm performance of the obligations set forth below, as well as those provided for in this NOTICE and in the SETTLEMENT AGREEMENT:
- (i) the SELLER shall demonstrate that it is not subject to bankruptcy, voluntary bankruptcy, intervention, insolvency, judicial reorganization, out-of-court reorganization, or judicial or out-of-court liquidation proceedings;
 - (ii) prior to execution of the SHARE PURCHASE AGREEMENT, the SELLER shall effect the split, assignment, transfer or, as applicable, separate formalization in favor of the SPE of all agreements entered into within the SELLER that have the SPE as a party, intervening party or recipient of their effects, and shall also ensure the segregation and individualization of shared corporate systems.
- 19.11** The SELLER may, on its own initiative, submit the documents relating to satisfaction of the conditions precedent referred to in the preceding subitem concurrently with the period provided for in subitem 19.3. In such event, the COMMITTEE's review shall follow the procedural sequence established in this NOTICE.
- 19.12** After confirming satisfaction of the conditions precedent, the COMMITTEE shall forward the proceeding to the ANTT Board of Directors for review, which shall authorize execution of the SHARE PURCHASE AGREEMENT.
- 19.12.1** The decision referred to in the preceding subitem shall ratify satisfaction of the conditions precedent and call the SELLER and the BUYER to execute the SHARE PURCHASE AGREEMENT.
- 19.13** Once authorization has been issued by the ANTT Board of Directors, the PARTIES shall execute the SHARE PURCHASE AGREEMENT.
- 20 TRANSFER OF CONTROL**
- 20.1** COMPLETION OF THE COMPETITIVE PROCESS with the TRANSFER OF CONTROL shall be subject to satisfaction and performance of the conditions and obligations provided for in this NOTICE and in the SHARE PURCHASE AGREEMENT.
- 20.2** ANTT, the SELLER, the BUYER and the CONCESSIONAIRE shall carry out each stage of COMPLETION OF THE COMPETITIVE PROCESS in the manner described in the NOTICE and its ANNEXES.
- 20.2.1** The TRANSFER OF CONTROL shall occur on the same date as execution of the SHARE PURCHASE AGREEMENT and shall be carried out by the CONTROLLING ENTITY, in accordance with the SHARE PURCHASE AGREEMENT, through:

- (i) satisfaction of all conditions set forth in subitem 19.3 of this NOTICE; and
- (ii) recording of the transfer in the corporate books for registration of registered shares and transfer of shares.

20.2.2 The BUYER and the SELLER shall execute the respective TRANSFER OF CONTROL instrument and cooperate with the CONCESSIONAIRE in completing the necessary formalities in accordance with the SHARE PURCHASE AGREEMENT.

20.3 COMPLETION OF THE COMPETITIVE PROCESS shall be declared upon issuance of an ANTT act ratifying satisfaction of all conditions necessary for execution of the AMENDMENT.

20.4 Once the COMMITTEE has confirmed satisfaction of the conditions provided for in this NOTICE and the SHARE PURCHASE AGREEMENT, ANTT shall call the CONCESSIONAIRE to execute the AMENDMENT.

20.5 Following execution of the SHARE PURCHASE AGREEMENT, the BUYER shall have 5 (five) business days to demonstrate satisfaction of the conditions necessary for execution of the AMENDMENT by submitting the following documents and performing the following acts, which period may be extended at the discretion of the COMMITTEE:

- (i) submission of ANNEX 13 - INTEGRITY UNDERTAKING, duly executed;
- (ii) the EARMARKED FUNDS CONTRIBUTION, if any;
- (iii) the capital contribution and payment of share capital, pursuant to subitem 20.7;
- (iv) submission of the Contract Performance Guarantee, in accordance with the AMENDMENT;
- (v) submission of the insurance policies, in accordance with the AMENDMENT; and
- (vi) satisfaction of all other conditions established in the SETTLEMENT AGREEMENT.

20.6 Within 10 (ten) business days, the COMMITTEE shall review the conditions referred to in the preceding subitem and confirm their regularity, forwarding the proceeding to the ANTT Board of Directors for ratification and subsequent calling of the BUYER to execute the AMENDMENT.

20.7 Following the TRANSFER OF CONTROL, as a condition for execution of the AMENDMENT, the BUYER shall subscribe and pay in the CONCESSIONAIRE's share capital in the amount of R\$ 282,605,082.30 (two hundred and eighty-two million, six hundred and five thousand, eighty-two reais and thirty centavos), as of July 2023, duly adjusted by the variation in the IPCA calculated between May 2023 and the month two months before the date on which the contribution is actually made.

20.7.1 If an EARMARKED FUNDS CONTRIBUTION is required, the corresponding amount provided for in item 13.5 shall be additionally subscribed and paid in, in addition to the amount referred to in item 20.7.

- (i) The amount referred to in item 20.7.1 above may be proportionately reduced by up to 50% (fifty percent) if net third-party funding is demonstrated, evidence of which shall be provided prior to execution of the AMENDMENT.
- (ii) Net third-party funding means the difference between (a) the

financial resources transferred to the CONCESSIONAIRE under credit facility agreements, issuances of debentures, promissory notes and other similar instruments entered into or issued by the CONCESSIONAIRE with or to parties unrelated to its economic group, with a term exceeding 2 (two) years; and **(b)** payments made in respect of interest, principal repayments and charges on debts or loans incurred by the CONCESSIONAIRE.

- 20.8** As a condition forming part of the publication of this NOTICE, the CONTROLLING ENTITY undertook to perform the obligations agreed upon in the SETTLEMENT AGREEMENT, including, without limitation, financial obligations, capital contributions and obligations arising from the determination of amounts receivable and payable, subject to the terms, deadlines and amounts provided for in the SETTLEMENT AGREEMENT and the provisions of this NOTICE.
- 20.9** Publication on the NATIONAL PUBLIC PROCUREMENT PORTAL (PNCP) [www.gov.br/pncp], pursuant to article 94 of Law no. 14.133/2021, is an indispensable condition for the effectiveness of the AMENDMENT and its ANNEXES and shall take place within 20 (twenty) business days from the date of execution thereof.

21 B3 REMUNERATION

- 21.1** The WINNING BIDDER shall pay B3 remuneration in the amount of R\$ 852,164.27 (eight hundred and fifty-two thousand, one hundred and sixty-four reais and twenty-seven centavos), in accordance with ANNEX 5 to this NOTICE.
- 21.2** Following ratification of the competitive process, B3 shall issue and send a bank payment slip, payable within 15 (fifteen) days from its issuance to the WINNING BIDDER or, where applicable, to the ACCREDITED BROKER that represented the WINNING BIDDER.
- 21.3** If the WINNING BIDDER fails to pay the B3 remuneration, B3 may request that the COMMITTEE enforce the PROPOSAL GUARANTEE in favor of ANTT in accordance with this NOTICE.
- 21.4** The B3 remuneration shall be adjusted by the positive variation in the IPCA if RATIFICATION of the COMPETITIVE PROCESS occurs more than 1 (one) year after the April 2026 base date.
- 21.5** Once the amount due has been paid in full, B3 shall issue a statement confirming receipt of its remuneration and shall send it to the COMMITTEE.
- 21.6** Any changes to the amounts provided for in this NOTICE for reimbursement of B3 shall be subject to economic and financial rebalancing as part of contract management, in accordance with the guidelines contained in the AMENDMENT to be executed.

22 PENALTIES

- 22.1** The WINNING BIDDER or BUYER shall be subject to enforcement of the PROPOSAL GUARANTEE or the CCVA GUARANTEE, as applicable, in any of the following circumstances:
- 22.1.1** failure to submit documentation required under this NOTICE;
 - 22.1.2** submission of false documentation;
 - 22.1.3** delaying or hindering the conduct of the COMPETITIVE PROCESS;
 - 22.1.4** failure to keep the ECONOMIC PROPOSAL and the corresponding PROPOSAL GUARANTEE valid in accordance with the terms established in this NOTICE;
 - 22.1.5** engaging in improper conduct;
 - 22.1.6** violating the principles of probity and good faith;

- 22.1.7 engaging in unlawful acts;
 - 22.1.8 failure to submit or ratify the ECONOMIC PROPOSAL;
 - 22.1.9 making a false statement or committing tax fraud;
 - 22.1.10 after being called within the validity period of its ECONOMIC PROPOSAL, failure to execute the SHARE PURCHASE AGREEMENT or failure to satisfy the conditions stipulated for execution thereof;
 - 22.1.11 failure to submit the applications, documents and information to ANTT, the Lender and CADE within the prescribed period;
 - 22.1.12 failure to satisfy the conditions imposed upon it for COMPLETION OF THE COMPETITIVE PROCESS in accordance with this NOTICE and the SHARE PURCHASE AGREEMENT; and/or
 - 22.1.13 breach of any obligations under this NOTICE or its ANNEXES.
- 22.2 Without prejudice to any enforcement of the PROPOSAL GUARANTEE or the CCVA GUARANTEE, as applicable, the WINNING BIDDER or BUYER shall be liable for indemnification of losses and damages of any nature caused by it, in accordance with law.

CHAPTER III - FINAL PROVISIONS

23 FINAL PROVISIONS

- 23.1 The COMPETITIVE PROCESS shall be concluded by means of an announcement to be disclosed by the COMMITTEE on the COMPETITIVE PROCESS website.
- 23.2 The BIDDERS shall be responsible for reviewing all documents, data and information relating to the COMPETITIVE PROCESS and shall bear all costs and expenses relating to the measures necessary for preparation of their ECONOMIC PROPOSAL and participation in the COMPETITIVE PROCESS.
- 23.3 The BIDDER undertakes to notify ANTT at any time of any supervening fact or circumstance that prevents it from satisfying the QUALIFICATION requirements, immediately after such occurrence, under penalty of the sanctions provided for in this NOTICE.

The information and documents submitted by the BIDDERS in connection with this COMPETITIVE PROCESS shall be treated with due confidentiality where required by law.

29

Nothing further appears in the document. For all legal purposes, **I hereby certify this translation**, which I sign and seal within the limits of my legal authority, in the city of Vila Velha, on **8 September 2026**, so that it may have legal effect wherever required throughout the national territory of Brazil and abroad.

contato@hugoloureiro.com.br

 D4Sign
HUGO BORGES LOUREIRO
10103977708
Assinado 

1 Competitive Process Notice no 3-2026 EN final draft pdf

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