

**SHARE PURCHASE AND SALE AGREEMENT AND OTHER
COVENANTS**

between

CONASA RODOVIAS S.A

and

[WINNER OF THE COMPETITIVE PROCESS], having

VIA BRASIL BR-163 CONCESSIONÁRIA DE RODOVIA S.A.,

CONASA INFRAESTRUTURA S.A

and

NATIONAL LAND TRANSPORT AGENCY

as Consenting Parties

[•] [•]

SHARE PURCHASE AND SALE AGREEMENT AND OTHER COVENANTS

This Share Purchase Agreement and Other Covenants ("Agreement") is entered into between:

(I) **CONASA RODOVIAS S.A.**, a private legal entity headquartered at Av. Higienópolis, 1601, 7th floor, room 701 - Part, Eurocenter Building, Jardim Higienópolis, in the city of Londrina, State of Paraná, CEP 86015-010, registered with the CNPJ/MF under No. 60.078.901/0001-28, hereby represented under the terms of its bylaws ("CONASA RODOVIAS" or "Seller"); and

(II) **[WINNER OF THE COMPETITIVE PROCESS]**, [corporation/limited liability company] headquartered in the City of [•], State of [•], at [address], CEP [•], registered with the CNPJ/ME under No. [•], hereby represented under the terms of its bylaws ("Purchaser").
and, also, as consenting parties:

(III) **VIA BRASIL BR-163 CONCESSIONÁRIA DE RODOVIA S.A.**, a company of specific purpose, headquartered at Avenida das Sibipirunas, nº 2957, Bairro Setor Comercial, in the city of Sinop, State of Mato Grosso, registered with the CNPJ/MF under No. 44.067.725/001-72, with its articles of incorporation filed with the Board of Trade of the State of Mato Grosso under NIRE 51.300.018.764, hereby represented under the terms of its bylaws ("SPE"); and

(IV) **CONASA INFRAESTRUTURA S.A.**, a private legal entity headquartered at Avenida Higienópolis, nº 1.601, 7th floor, Jardim Higienópolis, in the city of Londrina, State of Paraná, registered with the CNPJ/MF under No. 08.837.556/0001-49, hereby represented under the terms of its bylaws ("CONASA INFRAESTRUTURA"); and

(V) **NATIONAL LAND TRANSPORTATION AGENCY**, federal agency special member of the Indirect Public Administration, established by Federal Law 10.233, of June 5, 2001, headquartered in Brasília, Federal District, in the South Sports Clubs Sector – SCES, lot 10, section 03, Orla Polo 8 Project, CEP: 70.200-003, hereby represented by its Director-General, Mr. Guilherme Theo Rodrigues da Rocha Sampaio ("ANTT" and, together with SPE, "Consenting Parties")

(Purchaser and Seller jointly as the "Parties," and individually and indistinctly as the "Party.")

WHEREAS:

(i) SPE is the concessionaire responsible for the Concession Agreement – ANTT Concession Notice No. 002/2021 ("Concession Agreement"), entered into on 04.01.2022 with ANTT, which provides for the exploration of the infrastructure and the provision of public services and works, covering the execution of recovery, maintenance, monitoring, conservation, operation, expansion, improvements and exploration services of the road system composed of sections of the BR-163/MT highway, the junction with the MT-220 Highway (Sinop/MT) and the border of the states of Mato Grosso and Pará (Guarantã do Norte/MT); BR-163/PA, in the stretch between the border of the states of Mato Grosso and Pará (Novo Progresso/PA) and the junction with BR-230/PA (Itaituba/PA); and BR-230/PA, in the stretch between the junction with BR-163/PA (Itaituba/PA) and the beginning of the crossing of the Tapajós River (Miritituba District, Itaituba/PA) ("Concession");

(ii) On [●], ANTT submitted to the TCU a request for a consensual solution, pursuant to item II of article 2 of Normative Instruction - TCU 91/2022, in order to enable the settlement of the controversy between the Union, ANTT and SPE regarding the modernization of the Concession Agreement in light of the public policy defined by the Ministry of Transport, so that contracts in the rebidding phase become viable and are fulfilled, with the immediate resumption of the works;

(iii) In [●], the TCU issued Judgment No. [●], within the scope of TC [●] ("Judgment"), which approved a self-composition solution negotiated between SPE, the Federal Government and ANTT with the objective of defining the guidelines and conditions for the continuity of the Concession, subject to the performance of a competitive process for the selection of a possible Purchaser of all the shares issued by SPE, representing 100% (one hundred percent) of its capital stock ("Shares");

(iv) On [●] of [●] of [●], the Seller, SPE, the Federal Government and ANTT, with the intervention and consent of the TCU, entered into the Settlement Agreement, pursuant to Judgment [●] ("Settlement Agreement");

(v) On [●] of [●] of [●], following the determination of the TCU, ANTT published Notice No. [●] (together with the respective annexes, the "Notice") regarding the competitive process for the transfer of all shares of SPE's capital, in compliance with the provisions of the Self-Composition Agreement ("Competitive Process");

(vi) The Purchaser was the winner of the Competitive Process, as approved by ANTT in [●] of [●] of [●] ("Homologation"), under the terms of the Tender Protocol, becoming the holder of the right to enter into this Agreement and, subject to the terms and conditions set forth herein, to acquire all the Shares held by the Seller, in order to hold 100% of the capital stock of SPE, and on the same date, ANTT authorized the transfer of SPE Shares;

(vii) On [●] of [●], a specific certificate was issued by the Administrative Council for Economic Defense (CADE) attesting to the expiration of the period of fifteen (15) days after the date of publication, in the Federal Official Gazette, of the approval of the Acquisition by CADE's General Superintendence, pursuant to Law No. 12,529, of November 30, 2011. On [●] of [●] of [●], a final decision of the Tribunal of the Administrative Council for Economic Defense (CADE) was published in the Federal Official Gazette, approving the Acquisition, pursuant to Law No. 12,529, of November 30, 2011];

(viii) On [●] of [●] of [●], the Purchaser presented the guarantee to the Contract, under the terms of the Tender Protocol;

(ix) On [●] of [●] of [●], the Parties obtained all prior approvals and consents from Third Parties, necessary for the consummation of the Acquisition, including, but not limited to, the creditors of the financial instruments entered into by SPE, as well as the exoneration of any guarantees provided by the PARENT COMPANY under such instruments entered into by SPE, which are listed in Annex [●] (Financing Agreements).

(x) On [●] of [●] of [●], the Purchaser presented, under the terms of the Tender Protocol,

a letter of guarantee issued by a financial institution to guarantee the payment of the entire outstanding balance of the financing with the current creditors of the Financing Agreements, with the possibility of future exoneration in case of discharge of the debt or, at the discretion of the creditors, by the waiver or replacement by another guarantee;

(xi) In [●] of [●] of [●], the Purchaser proved the payments due to B3, under the terms of the Tender Protocol.

The Parties RESOLVE to enter into this Agreement, which shall be governed by the following clauses and conditions:

CHAPTER I DEFINITIONS AND INTERPRETATION

1.1. Definitions. The terms beginning in capital letters in this Agreement and not defined in its preamble or clauses shall have the meaning attributed to them below or in ANNEX 1 – DEFINITIONS of the Tender Protocol of the Competitive Process. Where required by the context, the definitions in this Agreement shall apply in both the singular and plural, shall include their verbal variations, and the masculine gender shall include the feminine and vice versa, without any change in meaning.

"Affiliate" means, in relation to any Person (a) the ascendants and descendants, the spouse, the common-law partner and collateral up to the 3rd degree of consanguinity, natural or adopted, as well as any Person directly or indirectly Controlled by the Persons mentioned above; and (b) any other Person who, on the specific date, directly or indirectly, Controls the Person in question, is Controlled by it or is under common control with it.

"Public Agent" means any Person who, even if temporarily or without remuneration, holds a position, job or function in any Government Authority, in legal entities controlled, directly or indirectly, by the Brazilian or foreign public authority, in a public company, mixed capital company or public foundation, parastatal entity, company service provider contracted or contracted for the execution of a typical activity of the public administration, any authority, administrator or employee of a Government Authority or any of its agencies or instrumentalities, of an international public organization, of Brazilian diplomatic representations or of a foreign country, any Person acting officially for or in favor of any of these entities or organizations, as well as any leader of a political party, union or professional councils or candidate for political office.

"Governmental Authority" means, in any country in which the Parties have jurisdiction, operate or will operate and/or hold any right, directly or indirectly, whether at the federal, state, regional or municipal level, or any court or tribunal (including arbitration), agency, secretariat, department or organ of such governments or of a political subdivision thereof, or any of their autarchies or regulatory agencies, parafiscal class bodies, including the Public Prosecutor's Office, the Federal Police, the Federal Revenue Service, the Boards of Trade, the civil registry of legal entities, the civil registry office of individuals, the civil registry office of deeds and documents, the civil registry office of real estate and any self-regulating, administrative or tax authority, agency, body, or commission or any court, court, or arbitration body, or any Person representing the authorities named in this definition;

"Brazil" means the Federative Republic of Brazil.

"Civil Code" means the Brazilian Civil Code, as amended.

"Board of Directors" means the board of directors of SPE.

"Control" and, as the case may be, its variations (such as "Parent", "Subsidiary" or "under Common Control") means the power, held by a person or group of persons bound by a voting agreement or under common control, to, directly or indirectly, alone or jointly: (i) permanently exercise rights that ensure a majority of the votes in corporate resolutions and elect a majority of the directors or managers of another person, investment fund or supplementary pension entities, as the case may be; and/or (ii) effectively directing the corporate activities and guiding the operation of bodies of another person, investment fund or supplementary pension entity.

"Closing Date" means the date on which the implementation of the Closing of the Transaction occurs, characterized by the fulfillment or waiver of the Conditions Precedent set forth in this Agreement, for the effective Transfer of the Shares held by the Seller to the Purchaser and for the consequent assumption of the shareholding control of SPE by the Purchaser, producing effects for all purposes provided for in this Agreement.

"Disclosure Deadline" means the date and time set by ANTT for the closure of the Due Diligence Procedure provided for in the Tender Protocol, until which the Seller may make available, complement or update information, documents and records in the Data Room. For all purposes of this Agreement, only the documents, information and records entered in the Data Room until the Disclosure Deadline will be considered regularly disclosed to Purchaser, except for the communication of supervening facts whose disclosure is required by Law, the Tender Protocol or this Agreement.

"Business Day" means any day, except Saturdays, Sundays, holidays or other days on which commercial banks do not operate or are authorized not to operate by law, in the city of [●].

"Board of Directors" means the board of directors of SPE.

"Law" means any law, decree, regulation, requirement, rule, ordinance, instruction, resolution, warrant, judgment, court decision, arbitration award or request applicable to the Person concerned, issued by any Governmental Authority, in each case which is binding or applicable to the Person concerned or any of his property, or to which the Person concerned or any of his property is subject.

"Brazilian Corporation Law" means Law No. 6,404 of December 15, 1976, as provided for amended.

"Encumbrance" means any limitations, constraints or restrictions, including encumbrances arising out of a contractual, legal or decision of a Government Authority, including, but not limited to, any lien, lien, lien, security interest, including, without limitation, mortgage, pledge, restriction, charge, adverse possession, defect of ownership, reservation of title, voting agreement, third party right or other right, title or interest, usufruct, sale or fiduciary assignment, option, attachment, attachment, licensing, listing, easement, covenant, condition, possessory dispossession, lease, lease, sublease or purchase of a purchase on a installment basis, right of first refusal, offer or negotiation, right of first refusal or right to acquire, options, sales contracts under condition or right of Third Parties, of any nature, including any restriction on the right vote, sale, use, transfer or other form of disposal of the property in question, except for any restriction or limitation imposed by this Agreement.

"Related Party" means, (1) with respect to any Individual, (i) his/her spouse, former spouses, common-law partner or equivalent, collaterals up to the 3rd (third) degree of consanguinity, ascendants and descendants in a direct line, testamentary heirs; (ii) any Legal Entity Controlled directly or indirectly by such Person; (2) with respect to any Legal Entity, directly or indirectly (i) any Affiliate; (ii) any Person Controlling it; and (iii) any shareholder, quotaholder, statutory director or officer (statutory or not) of such Person or of the Persons referred to in items 2(i) and 2(ii), on the date on which the concept is applied.

"Loss" means any losses, damages, liabilities, liabilities, contingencies, pecuniary obligations, fines, penalties, charges, interest, monetary adjustment, judicial, arbitral and administrative costs, attorneys' fees, expert fees, procedural expenses, expenses with guarantees, judicial deposits, settlements, convictions, as well as any other costs or expenses actually incurred by the Indemnified Party or the SPE as a result of indemnifiable event provided for in this Agreement. Also included in the concept of Losses are active insufficiencies, passive superveniences and costs and expenses

necessary for the fulfillment of legal, contractual, regulatory, environmental obligations or determined by a competent Government Authority, including ANTT, to remedy irregularities, liabilities, defects, non-conformities or non-compliance arising from taxable events prior to the Closing Date and covered by the indemnification obligations provided for in this Agreement. Loss of profits, loss of opportunity, indirect damages, moral damages, damage to image, punitive damages or any merely reflex losses are not included in the concept of Losses, except when such amounts result from a final conviction or obligation imposed by a final judicial, arbitral or administrative decision, or even in an agreement entered into with the consent of the Indemnifying Party, as a direct result of the compensable event.

"Person" means any natural person, legal entity, partnership, *limited partnership*, *limited liability partnership*, *limited partnership company*, unincorporated partnership, limited limited partnership, syndicate, *trust*, association, organization, private equity investment fund or any other type of fund, any Government Authority or any other natural person or including any successor, by way of incorporation or otherwise, of any of the foregoing.

"Generally Accepted Accounting Principles in Brazil" means the accounting principles generally accepted in Brazil, in accordance with the Brazilian Corporation Law, supplemented by manuals, pronouncements, interpretations, and standards issued by the Federal Accounting Council (CFC) and the Accounting Pronouncements Committee (CPC);

"Third Party" means any Person other than a Party, its Affiliates or their respective directors (the latter, to the exact extent that they are acting merely as representatives of the Party or Affiliate in question).

"Taxes" means (a) any and all taxes, fees, contributions, social security contributions, tariffs, chargeables and other charges of any nature whatsoever (together with any and all interest, penalties, surcharges and additional amounts levied in connection therewith) levied by any Government Authority or any taxing authority, including, without limitation, taxes or contributions on income, on profits, gross revenue, on real estate, sales, payroll, social security contribution, compensation for work accidents or unemployment insurance; taxes or other charges of the nature of taxes, withholding, *ad valorem*, transfer, value added or on earnings; emoluments, registration and documentation; and customs duties, tariffs and similar charges; (b) any responsibility for the payment of any amounts of the type described in item (a) above as a result of being a member of an economic group, under the terms of the Law or a judicial decision over any base period; and (c)

any liability for the payment of amounts of the types described in (a) or (b) above, as a result of being the assignee or successor of any Person, or as a result of an obligation to indemnify any Person.

"Union" means the Legal Entity of Internal Public Law, registered with the CNPJ under No. 00.394.411/0001-09.

1.2. Other Defined Terms. In addition to the terms set out in Section 1.1, the following terms are defined throughout this Agreement:

Defined Term	Clause
[to be inserted]	

1.3. Rules of Interpretation. This Agreement shall be governed by and construed in accordance with the following principles:

1.3.1. References to any documents or instruments include all annexes, amendments, replacements, consolidations and supplements, except as otherwise expressly provided.

1.3.2. The terms "including", "including", "particularly" and other similar terms will be interpreted as if they were accompanied by the expression "among others" and, therefore, in an illustrative and never restrictive manner.

1.3.3. The connective "or" should be interpreted with the inclusive sense of "and/or";

1.3.4. Where required by the context, the definitions contained in this Agreement shall apply in both the singular and plural and the masculine gender shall include the feminine and vice versa.

1.3.5. The Preamble and Exhibits are incorporated into this Agreement, and shall be deemed to form part of this Agreement as if written herein. References such as "this Agreement" and words such as "herein" or "herein" or words to the same effect refer to this Agreement, including its Exhibits, as a whole; provided, however, that disclosure contained in one Exhibit shall be construed as contained in other Exhibits to this Agreement only to the extent reasonably apparent that your disclosure in such Exhibit was applicable. In the event of any contradiction between the content of an Exhibit and the provisions of this Agreement, the provisions of the Agreement shall prevail. Disclosure contained in one Schedule shall not be construed as contained in other Annexes.

1.3.6. References to legal provisions shall be construed as references to such provisions, as amended, expanded, consolidated or re-enacted, or as their application is amended from time to time by other rules.

1.3.7. Except as otherwise provided herein, references to Clauses and Exhibits refer to Clauses and Exhibits to this Agreement.

1.3.8. The titles of the Clauses contained herein are merely referential in nature and are therefore irrelevant to the interpretation or analysis of the content of this Agreement.

1.3.9. All references to Persons include their successors, heirs, beneficiaries, and assigns in any capacity, except as otherwise expressly provided.

1.3.10. Any accounting term used in this Agreement and not defined herein shall have the respective meaning ascribed to it by the Generally Accepted Accounting Principles in Brazil.

1.3.11. The terms "normal course" or "past practices", when used in relation to the conduct of a business by any other Person, means the regular development of their respective ordinary and lawful business activity, conducted diligently and professionally by such Person, consistent with the proper practices, procedures, methods and acts, approved and developed in the industry of operation, always in compliance with the Law and in a similar and consistent manner with the practices adopted until then.

1.3.12. Except as otherwise provided in this Agreement, references to any time limits or periods shall be deemed to refer to the number of calendar days, and all time periods or periods provided for in this Agreement shall be counted excluding the date of the event that caused the start of the respective term or period and including the last day of the term or period in question, as provided for in article 132 of the Civil Code. All terms and periods established in this Agreement that do not end on a Business Day will be automatically extended to the first subsequent Business Day.

1.3.13. For purposes of Articles 113, 423 and 424 of the Civil Code, (a) this Agreement is not an adhesion contract; and (b) in the event of ambiguity or doubt as to the intent of the signatories or the interpretation of this Agreement or any of its Clauses or annexes, the provision in question shall be construed as if it had been written in the aggregate, without any presumption, benefit or burden of proof for or against any signatory, even if the authorship of the provision in question is identified.

CHAPTER II

PURCHASE AND SALE OF SHARES

2.1. Buying and Selling. The Purchaser hereby acquires, irrevocably and irreversibly, all the Shares, and the Seller, also irrevocably and irreversibly, transfers and delivers to the Purchaser the Shares, at the Acquisition Price established in Clause 2.2 below ("Acquisition").

2.2. Purchase Price. There will be no payment by the Purchaser for the acquisition of all the shares belonging to the Seller.

CHAPTER III

CONSUMMATION, PAYMENT AND TRANSFER OF SHARES

3.1. Transfer of Shares. On the present date, the Parties shall meet and perform the following acts to formalize the transfer of the Shares ("Transfer of Shares"):

- (i) the Seller shall transfer the Shares to the Purchaser upon execution of the corresponding

transfer terms in the SPE Registered Share Transfer Registration Book and SPE shall register the Purchaser as the holder of the Shares in the respective SPE Registered Share Registration Book;

- (ii) Seller will cause the current members of the Board of Directors and the Executive Board of SPE to submit their respective letters of resignation; and
- (iii) the SPE will terminate the powers of attorney granted to the resigning directors and grant power of attorney to one or more individuals appointed by the Purchaser in accordance with Schedule [●].

3.2. Change of Administration. Purchaser undertakes to ensure that, on the date hereof:

- (i) SPE holds an extraordinary general meeting, in accordance with the draft contained in Annex [●], within the scope of which, (a) the resignation of Messrs. [●] from the position of members of the Board of Directors of SPE will be recorded; and (b) the election of the new members of the Board of Directors of SPE appointed by the Purchaser ("EGM") will be approved;
- (ii) SPE holds a meeting of the Board of Directors of SPE, in accordance with the draft contained in Annex [●], within the scope of which (a) the resignation of Messrs. [●] from the position of all members of the SPE Board of Executive Officers will be recorded, with the discharge of the accounts of the administrators; and (b) the election of the new members of the SPE Board of Executive Officers appointed by the Purchaser ("RCA") will be approved;
- (iii) investiture of the new members of the Board of Directors and of the Executive Board of the SPE of their positions by signing the instrument of investiture drawn up in the Book of Minutes of Meetings of the Board of Directors and the Executive Board, in the exact terms of the minutes contained in Annex [●].
- (iv) under the terms and conditions defined in the Financing Agreements, (a) release and granting of broad, unrestricted, irreversible discharge by creditors to Seller, within the scope of the fiduciary guarantees provided in the Financing Agreements; (b) release of all Encumbrances on the Shares, arising from the Financing Agreements, in order to enable the respective transfer to the Purchaser; (c) grant by Purchaser to creditors of new fiduciary guarantees related to the Financing Agreements; and (d) new grant of security interests on the Shares by the Purchaser, in order to recompose the release of the guarantees that allowed the transfer of the Shares within the scope of the Acquisition. Such acts shall be reflected in the amendments to the Financing Agreements, as applicable, which were also entered into on this date.

3.2.1. Termination of Contracts with Related Parties. The Seller shall promote, prior to the execution of the Change of Management provided for in Clause 3.2, the termination of the

contracts entered into between SPE and Related Parties, listed in Annex [●], ensuring that such terminations are formalized by written instruments accompanied by mutual, full, general and irrevocable discharges between the respective parties.

Sole Paragraph. The obligation provided for in this Clause does not apply to contracts whose maintenance is expressly authorized by the Purchaser, by means of a formal manifestation, with ANTT's prior knowledge and, when the latter so requires, its consent.

3.3. Execution of the Amendment Agreement. Within the period established in the Tender Protocol of the Competitive Process, SPE and ANTT will enter into the amendment to the Concession Agreement, pursuant to the draft made available within the scope of the Competitive Process, which shall include the basic toll rate proposed by the Purchaser in the Competitive Process, in the amount of R\$ [●] ([●]).

3.4. Registration. The Parties undertake to take all measures, sign and/or provide all documents that are necessary and/or convenient for registration with the competent Board of Trade of the EGM and the RCA, as well as for carrying out any other necessary updates before Government Authorities due to the transfer of the Shares.

CHAPTER IV REPRESENTATIONS AND WARRANTIES

4.1. Seller's Representations and Warranties to You. Seller hereby makes to Purchaser the representations and warranties contained in the Clauses below, which are true, accurate and correct.

4.1.1. Constitution, Powers and Solvency. The Seller is a legal entity regularly incorporated under the Laws of Brazil, validly existing and in good standing under the Laws of Brazil, with full capacity to carry out its corporate activities.

4.1.2. No Violations. This Agreement, after the signature of all the Parties, constitutes a legal, valid and binding obligation of the Seller, enforceable against it in accordance with its terms, and there is no legal or contractual impediment that prevents it from consummating the operations set forth herein and fulfilling the obligations assumed herein. Seller has obtained, as necessary, all approvals and authorizations necessary to enter into this Agreement and to assume all obligations hereunder. The execution of this Agreement, as well as the implementation of the acts and operations set forth herein, does not (A) violate or conflict with any provision of Seller's corporate documents; (B) violates any law, rule, administrative or judicial order or arbitration award, applicable to Seller; (C) breaches any contractual obligations of Seller to Third Parties; and (D) result in the creation of any

Encumbrance on any of Seller's assets; and (E) may be challenged or held void or voidable by any Governmental Authority by reason of Seller's obligations to Third Parties.

4.1.3. Authorizations. Seller's execution of this Agreement, as well as the consummation of the Purchase and the fulfillment of the obligations hereunder, is not dependent on any notification, protocol, license, authorization, consent, or approval, of any Governmental Authority or Person.

4.1.4. Ownership of Shares; Absence of Encumbrances or Rights. The Seller is the legitimate and direct holder, owner and possessor of all the Shares, which have been duly authorized, legally issued and are fully subscribed and paid in, as well as vested with all the rights attributed to them. Except for the guarantees on the shares constituted in favor of the Financier under the terms of the Financing Agreements, the Shares are free and clear of any Encumbrances.

4.1.5. Liquidation, Bankruptcy, Judicial or Extrajudicial Reorganization. (a) Seller has not been summoned, summoned or notified to date, nor has it filed any request or petition regarding its liquidation, bankruptcy, judicial or extrajudicial reorganization; (b) no steps have been taken for the appointment of a receiver to manage any part of the assets of the Seller; (c) Seller has not made or proposed any arrangement or composition with its creditors, or with any class of its creditors; and (d) Seller is not insolvent or unable to pay its debts.

4.1.6. Anti-Corruption Legislation and Relations with Government Authorities. Except for the facts, investigations, administrative proceedings, sanctioning proceedings, lawsuits, agreements, terms of adjustment, leniency agreements, sanctions and other events described in Exhibit [●] or previously disclosed to Purchaser within the scope of the Competitive Process and in the due diligence, Seller declares that: (a) it complies, in all material respects, with the applicable Anti-Corruption Legislation; (b) it is not aware of any material violations of Anti-Corruption Legislation that have not been previously disclosed to Purchaser; (c) is not a party to any other proceedings, investigations or proceedings relating to Anti-Corruption Legislation other than those expressly disclosed to Purchaser; and (d) is not subject to any sanctions under Anti-Corruption Legislation other than those expressly disclosed to Purchaser.

4.1.7. Foreign Corrupt Practices Act (FCPA). Except for the facts, investigations, administrative proceedings, sanctioning proceedings, lawsuits, settlements, terms of adjustment, leniency agreements, sanctions and other events described in Exhibit [●] or previously disclosed to Purchaser in connection with the Competitive Proceeding and due diligence, Seller represents that it has not done any act, directly or indirectly, that could result in a violation of the FCPA, including making

an offer, payment, promise to pay or authorizing payment of any sum, good, gift, promising to deliver or authorize the delivery of any property of value to any "*foreign official*" (as that term is used in the FCPA) or to any political party, political party candidate, election campaign or institute or foundation controlled, maintained or sponsored by any political candidate or to any public official, in violation of the provisions of the FCPA.

4.1.8 Political Contributions. Seller has not made any contribution or donation for corrupt purpose in violation of applicable law to any political party, political party candidate, election campaign, or institute or foundation controlled, maintained, or sponsored by any political candidate or public official.

4.1.9 Money Laundering. Except for the facts, investigations, administrative proceedings, sanctioning proceedings, lawsuits, agreements, terms of adjustment, leniency agreements, sanctions and other events described in Exhibit [●] or previously disclosed to Purchaser within the scope of the Competitive Process and in the due diligence, the Seller declares that its operations were and are conducted in accordance with the Anti-Money Laundering Law. Seller also represents that there is not, and never has been, any investigation, suit or demand related to Anti-Money Laundering Laws involving Seller or its Related Parties, ongoing or imminent or expected.

4.2. Seller's Representations and Warranties Regarding SPE. Seller hereby makes the following representations and warranties to Purchaser with respect to SPE, which are true, accurate and correct.

4.2.1. Constitution, Powers and Solvency. SPE is a company duly constituted and validly existing in accordance with Brazilian laws.

4.2.2. No Violations. This Agreement, after the signature of all the Parties, constitutes a legal, valid and binding obligation of SPE, enforceable against it in accordance with its terms, and there is no legal or contractual impediment that prevents it from consummating the operations provided for herein and fulfilling the obligations assumed herein. SPE has obtained, as necessary, all approvals and authorizations necessary to enter into this Agreement and to assume the entirety of its obligations hereunder. The execution of this Agreement, as well as the implementation of the acts and operations set forth herein do not (A) violate or conflict with any provision of SPE's corporate documents; (B) violate any law, rule, decision or administrative or judicial order, or arbitral award, applicable to the SPE; (C) breaches any contractual obligations of SPE to Third Parties; and (D) result in the constitution of any Encumbrance on any SPE asset; and (E) may be questioned or considered void or voidable by any Government Authority due to obligations assumed by SPE with

Third Parties.

4.2.3. Authorizations. Except for the approvals mentioned in the Recitals of this Agreement, SPE's execution of this Agreement, as well as the consummation of the Acquisition and the fulfillment of the obligations hereunder, is not dependent on any other notification, protocol, license, authorization, consent or approval, of any Governmental Authority or Person.

4.2.4. Subsidiaries and Subsidiaries. SPE does not: (a) directly or indirectly own or possess rights or obligations related to any equity interest, shares, quotas and/or other securities issued by any other Persons, except for the shares of investment funds held exclusively for cash management and application of SPE's financial assets, provided that they do not confer power of control, significant influence or participation in the management of other legal entities; (b) has any obligation, even if contingent or conditional, to acquire, subscribe for or in any way become the owner of equity interest, shares, quotas and/or other securities issued by any other Persons; or (c) is a party to or has any obligation to become, directly or indirectly, a party to any associations, *trusts*, syndicates, partnerships, partnerships or *joint ventures* of any kind.

4.2.5. Capital Stock and Shares. The capital stock of SPE is R\$ [●] ([●]), divided into [●] ([●]) registered common shares with no par value, which were issued, subscribed and paid in their entirety in accordance with the provisions of its bylaws and applicable laws. There are no outstanding acquisition rights, including by subscription, option, reverse split, dismemberment, conversion or exchangeable (or similar rights) for shares of SPE's capital stock. Seller and SPE are not parties to any shareholders' agreements, or any other agreements in force, that directly or indirectly prevent or restrict the free trading of shares issued by SPE or that regulate or restrict any rights related thereto. No Person (i) has the right, contractual or otherwise, to compel SPE to issue or sell shares or any other securities representing the capital stock of SPE or any other security or securities convertible or not into such securities or with political or economic rights relating to SPE; or (ii) you have any right of first refusal, right of resale, right of subscription or acquisition, right of joint sale or other similar rights to subscribe for, acquire or sell any shares issued by SPE or any other securities representing the capital stock of SPE.

4.2.6. Information in the due diligence procedure. Seller declares that: a) all information, documents, data, records and clarifications provided under the Due Diligence Procedure established pursuant to Competitive Process Notice No. [●]/2025 ("***Due Diligence***"), carried out in relation to SPE were: (i) true, complete and accurate, to the best of Seller's knowledge and belief, up to the date of its availability; (ii) provided in good faith and with the intent to enable Purchaser to conduct

its assessment of the situation of the SPE and the risks related to the transaction hereunder, taking into account the circumstances and information then available and based on what has been requested; (iii) do not contain material omissions that may mislead the Purchaser as to the actual legal, accounting, financial, operational and equity situation of the SPE; b) All requests for clarification and/or request for new information made for the Seller in the Data Room environment was adequately made available; c) All documents and information requested from the Seller and established in the Competitive Process documents published by ANTT, according to Annex 3 – Due Diligence Procedure Manual were adequately made available in the virtual data room ("**Data Room**"); d) there was no omission of a material fact that could negatively influence the Purchaser's decision to acquire SPE's equity interest; e) no material information has been deliberately withheld or distorted by Seller;

4.2.7. Financial Statements. Seller represents and warrants that: a) the financial statements of the SPE, comprising the balance sheet, the income statement for the year, the statement of cash flows and other items required by applicable law, relating to the years since the incorporation of the SPE and prior to the execution of this Agreement have been prepared: (i) in accordance with the accounting principles generally accepted in Brazil and by ANTT (or IFRS, as applicable), consistent with previous years; (ii) based on the Company's accounting records, which were maintained in a regular, complete and reliable manner; (iii) reflecting, in a true, complete and correct manner, in all material aspects, the equity and financial situation and the results of operations of SPE on the respective dates; b) since the date of the last financial statement made available in the *Data Room*, there has been no material adverse change in SPE's equity, financial or operating condition, except as previously informed in writing to Purchaser; c) there are no liabilities, contingencies, obligations or debts of SPE that are not duly reflected in the financial statements or, if not reflected, have been fully disclosed to Purchaser in the due diligence process; d) there was no significant change in the financial condition of the SPE between the date of the most recent financial statements and the date of conclusion of the competitive process, except for those resulting from the ordinary course of business.

4.2.8. No hidden vices. The Seller declares and guarantees that: a) the goods and assets of SPE are, as a whole, in adequate conditions of conservation, operation and use, compatible with their nature and destination, and there are no irregularities or relevant pending issues in SPE's assets that may materially compromise their regular use, value or integrity, considered as a whole, except for those that have been duly informed to Purchaser; b) all property, assets and equipment used by the Company are in proper working order and have been regularly maintained; c) does not have knowledge of the existence of hidden defects, structural defects, construction flaws or relevant technical deficiencies in the works carried out by SPE that compromise the safety, durability, functionality or adequate

provision of the public service granted; and d) there are, to date, no undisclosed liabilities, contingencies or obligations arising from hidden defects in the works carried out by SPE that may result in regulatory sanctions, requirement for redoing works or material expenditures Hidden defects are those defects or failures that are not apparent, not identifiable through ordinary technical diligence and that only become apparent after the regular use of the road infrastructure.

Any violation of the representations and warranties set forth in this Clause shall be subject to formal communication by Purchaser, in writing, within a maximum period of twelve (12) months from the execution of the Modernization Amendment, containing a detailed description of the alleged defect, its effects and, whenever possible, a technical report that substantiates it.

4.2.9 Seller shall not be liable for defects, defects or failures arising from: a) natural wear and tear or ordinary use of the infrastructure; b) interventions, maintenance or works carried out by the Purchaser or by third parties after the execution of the Modernization Amendment; c) force majeure events or fortuitous events; or d) supervening changes in technical standards or regulatory requirements.

4.2.10 Seller declares that SPE is in compliance with all applicable legislation, in all material aspects, including, but not limited to, tax, labor, environmental, health, regulatory and corporate rules, except for the contingencies regularly disclosed in the Data Room.

4.2.11 Anti-Corruption Legislation and, Relations with Government Authorities. SPE (i) complied and complies with all Anti-Corruption Legislation; and (ii) did not give, offer, promise or authorize the delivery, directly or indirectly, of any pecuniary value or other undue advantage, to any Person, including a public official, with the intention of inducing him to perform, delay or omit an act of his competence, including an act of office, with the intention of rewarding him for the practice of such act, or in exchange for the exercise of influence, contrary to applicable law. There is no pending lawsuit related to the Anti-Corruption Legislation involving the SPE. The SPE is not subject to any sanction applied based on the Anti-Corruption Legislation.

4.2.12 Foreign Corrupt Practices Act (FCPA). SPE did not perform any act, direct or indirectly, that may result in a violation of the FCPA, including making an offer, payment, promise to pay, or authorize the payment of any amount, good, gift, promise to deliver or authorize the delivery of any valuable property to any "*foreign official*" (as such term is used in the FCPA) or to any political party, political party candidate, election campaign, or controlled institute or foundation, maintained or sponsored by any political candidate or for any public official, in violation of the provisions of the FCPA.

4.2.13 Money Laundering. SPE's operations were and are conducted in compliance with the Anti-

Money Laundering Law. There is not, and never has been, any ongoing or imminent or expected investigation, proceeding or demand related to Anti-Money Laundering Laws involving SPE.

4.2.14. For the purposes of the representations and warranties set forth in this Agreement, "Knowledge" of the Seller is understood to be the effective knowledge of its directors and officers, as well as of the managers and those responsible for the legal, financial, regulatory, compliance and other sectors of the SPE, or of the Seller, taking into account the knowledge that such persons have or that they reasonably should have in the regular exercise of their functions and duties. Seller shall not be liable for facts, circumstances or events which are not reasonably known by such persons in the ordinary course of their activities and assignments up to the Closing Date.

4.3. Purchaser's Representations and Warranties. Purchaser hereby makes the following representations and warranties to Seller, which are true, accurate and correct.

4.3.1. Constitution and Powers. The Purchaser is a legal entity duly incorporated under the Laws of Brazil, validly existing and in good standing under the Laws of Brazil, with full capacity to carry out its corporate activities.

4.3.2. No Infringement. This Agreement, after the signature of all the Parties, constitutes a legal, valid and binding obligation of the Purchaser, enforceable against them in accordance with its terms, and there is no legal or contractual impediment that prevents them from consummating the operations provided for herein and fulfilling the obligations assumed herein. Purchaser has obtained, as necessary, all approvals and authorizations necessary to enter into this Agreement and to assume all obligations hereunder. The execution of this Agreement and the implementation of the acts and operations set forth herein do not (A) violate or conflict with any provision of the Purchaser's corporate documents; (B) violates any law, rule, administrative or judicial order or arbitral award, applicable to Purchaser; (C) breaches any contractual obligations of Purchaser to Third Parties; and (D) result in the creation of any Encumbrance on any of Purchaser's assets; and (E) may be challenged or held void or voidable by any Governmental Authority due to obligations assumed by Purchaser to Third Parties.

4.3.3. Authorizations. Purchaser's execution of this Agreement, as well as the consummation of the Acquisition and the fulfillment of the obligations hereunder, is not dependent on any notification, protocol, license, authorization, consent, or approval of any Governmental Authority or Person, and there is no act or fact that may adversely affect its ability to enter into and/or comply with the terms of this Agreement.

4.3.4. Financial Capacity. Purchaser has, directly or through its Affiliates or Third Parties, the necessary financial capacity to meet the payments under this Agreement, as well as to fulfill any obligations assumed under this Agreement and, as applicable, to ensure that SPE meets its financial obligations and all other obligations set forth in the Competitive Process documents.

4.3.5. Technical Capacity. The Purchaser has sufficient technical capacity that meets the technical, economic, legal and fiscal requirements established in the Applicable Legislation and in the documents of the Competitive Process to ensure, as Controller, the operation of the services granted and the conduct of SPE's business after this Closing Date in order to be able to comply with the obligations set forth in the Concession Agreement and related instruments.

4.3.7 Liquidation, Bankruptcy, Judicial or Extrajudicial Reorganization. (a) Purchaser has not been summoned, summoned or notified to date, nor has it filed any request or petition regarding its liquidation, bankruptcy, judicial or extrajudicial reorganization; (b) no steps have been taken for the appointment of a receiver to manage any part of the Purchaser's assets; (c) Purchaser has not made or proposed any arrangement or composition with its creditors, or with any class of its creditors; and (d) Purchaser is not insolvent or unable to pay its debts.

4.3.8 Anti-Corruption Legislation and Relations with Government Authorities. The Purchaser (i) complied and complies with all Anti-Corruption Legislation; and (ii) did not give, offer, promise or authorized the delivery, directly or indirectly, of any pecuniary value or other undue advantage, to any Person, including a public official, with the intention of inducing him to perform, delay or omit an act of his competence, including an act of office, in order to reward him for the practice of such act, or in exchange for the exercise of influence, in contravention of the applicable Law. There is no pending claim related to Anti-Corruption Legislation involving the Purchaser. The Purchaser is not subject to any sanction applied based on the Anti-Corruption Legislation.

4.3.9 Foreign Corrupt Practices Act (FCPA). Purchaser has not done any act, directly or indirectly, that could result in a violation of the FCPA, including making an offer, payment, promise to pay, or authorize payment of any amount, good, gift, promise to deliver, or authorize delivery of any good of value to any foreign *official* (as that term is used in the FCPA) or any political party, candidate of a political party, election campaign, or institute or foundation controlled, maintained, or sponsored by any political candidate or for any public official, in violation of the provisions of the FCPA.

4.3.10 Political Contributions. Purchaser has not made any contribution or donation for corrupt purpose in violation of applicable law to any political party, political party candidate, election

campaign, or institute or foundation controlled, maintained, or sponsored by any political candidate or public official.

4.3.11 Money Laundering. The Purchaser declares that its operations have been and are conducted in compliance with Anti-Money Laundering Laws. Purchaser also represents that there is not, and never has been, any ongoing or imminent or expected investigation, suit or demand related to Anti-Money Laundering Laws involving Purchaser or its Related Parties.

4.3.11. Satisfactory Information. The Purchaser acknowledges that it had access, through its administrators, employees or third parties hired by it, to the information made available by the Seller and ANTT about the SPE and the Concession, which represents the totality of the information that the Purchaser deemed necessary and sufficient to carry out the SPE audit, to participate in the Competitive Process and to enter into this Agreement, assuming responsibility for the use of such documents and information.

4.4. No Additional Representations and Warranties. Neither Party has provided the other Party or to the Consenting Parties any additional representation or warranty, express or implied, of any nature, in addition to the representations and warranties set forth in this Chapter IV.

CHAPTER V INDEMNITY

5.1 Seller's Responsibility. Subject to the provisions of this Chapter V, the Seller shall be exclusively liable to the Purchaser for the Compensable Losses whose cause, triggering event or legal basis is prior to the Closing Date, provided that:

- (i) shall not be liable for facts, liabilities, contingencies or circumstances that have been disclosed in the Data Room or that were objectively identifiable by Purchaser through reasonable diligence, based on the information made available during the Competitive Process;
- (ii) the limitation provided for in item (i) does not apply to the hypotheses of willful misconduct, fraud, bad faith, willful omission, unlawful acts or breach of the representations and warranties provided by the Seller; and
- (iii) the Seller's liability shall observe exclusively the hypotheses, limitations, deadlines and procedures provided for in this Chapter V.

5.2 The Seller's liability is limited to losses and damages effectively proven, as embodied in a final judicial decision or final arbitration award, final and unappealable administrative decision, or other

appropriate document that objectively demonstrates the actual occurrence of the Loss, or by agreement between the Parties. Liability may only be claimed within twelve (12) months of the Closing Date, upon presentation by Purchaser of a formal notice containing a detailed description of the alleged liability, the required supporting documentation and, if applicable, a copy of the final judicial, arbitral or administrative decision, in accordance with the procedure established by this Agreement.

5.3. Indemnification by Seller to Purchaser. Subject to the provisions of this Chapter V, Seller undertakes to indemnify, defend, reimburse and hold harmless Purchaser, its Affiliates, their respective officers, employees, agents, representatives and successors and, after the Transfer of Shares, SPE, its Affiliates, and their respective officers, employees, agents, representatives and successors (the "Purchaser's Indemnified Parties"), for all Losses suffered or incurred arising out of any of the following ("Purchaser's Indemnified Losses"):

- (i) willful misconduct, fraud, bad faith, willful omission or practice of unlawful acts, under the terms of the applicable legislation, attributable to the Seller;

- (ii) falsehood or willful omission in any of the representations and warranties provided by the Seller in Clauses 4.1 and 4.2, noting that, for the purposes of verifying any falsehood or omission, all information regularly made available in the Data Room until the Disclosure Deadline will be considered;

- (iii) breach, in whole or in part, of any obligation assumed by Seller under this Agreement;
or

- (iv) the existence of liabilities, contingencies, obligations, facts or circumstances relating to the SPE the cause, chargeable event or legal basis of which predates the Closing Date, provided that such liabilities or contingencies have not been regularly disclosed by Seller in the Data Room by the Disclosure Deadline and were not objectively identifiable by Purchaser through reasonable diligence, Except for the hypotheses provided for in item (i).

5.4. Indemnification by the Purchaser to the Seller. Subject to the provisions of this Chapter V, Purchaser agrees to indemnify, defend, reimburse and hold harmless Seller, its Affiliates, officers, employees, agents, representatives and successors ("Seller's Indemnified Parties and, together with Purchaser's Indemnified Parties, the "Indemnified Parties"") for any Loss suffered or incurred by any Indemnified Party ("Seller's Indemnifiable Losses" and, together with Purchaser's Indemnifiable Losses, the "Indemnifiable Losses") as a result of:

- (i) falsehood, or willful omission in any of the representations and warranties made by Purchaser to Seller under Section 4.3; and/or
- (ii) Purchaser's failure to perform, in whole or in part, any obligation under this Agreement.

5.5. Limitations on Indemnification Obligation. The Indemnifying Party's obligation to indemnify any Indemnified Party for any Indemnifiable Losses shall be subject to the following limitations and exceptions:

- (i) shall survive for a period of twelve (12) months from the Closing Date, except for matters arising out of or relating to (a) fraudulent, willful acts (including willful omission) or committed in bad faith; (b) the Anti-Corruption Law, (c) the hypothesis of indemnification provided for in item (iii) of Clause 5.3, and (d) the hypothesis provided for in item (ii) of Clause 5.4, which will remain in force until the expiration of the statutory limitation period provided for in applicable Law ("Indemnification Period"). If (a) a Notice of Indemnification for a particular Loss is duly delivered by the Indemnified Party to the Indemnifying Party during the respective Indemnification Period, or (b) the Indemnification Claim arising from the Loss has been commenced within the respective Indemnification Period, the Indemnifying Party shall remain fully liable for such Loss until its final resolution, regardless of the elapse of the Indemnity Period;
- (ii) The amount of the indemnity will be automatically deducted from any amounts that the future parent company has received or will receive, directly or indirectly, as insurance, indemnity, reimbursement or any other form of compensation related to the same taxable event.

5.6. Liability of the Parties. In the event of the occurrence of any event that may give rise to an indemnity, the Party must notify the other (Notice of Indemnity), in writing, as soon as it becomes aware of the event and, in any event, within a maximum period of up to thirty (30) calendar days, from the date on which it becomes aware of the event generating the indemnity.

5.7. Notice of Indemnity. The notification shall contain, to the extent practicable: (i) a detailed description of the event or fact giving rise to the Loss; (ii) the legal and contractual basis of the claim; (iii) the documents proving the Losses already incurred or expected; (iv) the amount to be indemnified, if applicable.

5.8. Response to Notice of Indemnification. The Complained Party shall have up to thirty (30) calendar days from the date of receipt of the Notice of Indemnity to:

- (i) agree with the claim, amount of indemnity and make the payment within a maximum period of

15 (fifteen) business days, counted from the end of the period for manifestation regarding the claim;

(ii) agree with the claim and propose a new amount of compensation; or

(iii) to express opposition to the claim.

5.9. Dispute Resolution. In the event of a dispute arising over the solution to be adopted by the Parties, the Parties shall use the dispute resolution instruments set forth in Chapter VII of this Agreement, subject to the terms set forth therein.

CHAPTER VI

OTHER POST-SHARE TRANSFER OBLIGATIONS

6.1. Replacement of Trademarks and Trade Name. The Purchaser undertakes to cease the use of the trade name and the marks identified in Exhibit [●], within [30 (thirty) days] from the date hereof.

6.2. Assumption of the Obligations assumed in the Self-Composition Term and in the Amendment Term. The Purchaser declares that it is aware of and has fully understood all the obligations assumed by SPE through the Self-Composition Agreement and all the obligations to be assumed by itself and SPE from the Amendment Agreement, including and not limited to:

- (i) the subscription and payment of the minimum share capital in the SPE;
- (ii) compliance with the Transition Period, notably as to (a) the quarterly monitoring and inspection of the goals defined for compliance with the execution schedule and works and performance parameters per Verifier, and the minimum execution percentages; (b) prohibition of SPE from distributing dividends to shareholders; and (c) prohibition of transfer of shareholding control;
- (iii) the risks in case of non-compliance with the Transition Period, under penalty of (a) early termination, without prior compensation for the investments made; and (b) indemnification to the Granting Authority in the amount of R\$ 375,056,982.95 (three hundred and seventy-five million, fifty-six thousand, nine hundred and eighty-two reais and ninety-five cents), on the base date of August 2025; and
- (iv) to fully comply with those obligations, including the implementation of the investments (CAPEX - *capital expenditure*) necessary for the fulfillment of the new execution schedules and

parameters specified in the Highway Exploration Program (PER), volume and schedule of investments necessary for the expansion and maintenance of the Highway System.

6.3. Seller's Lack of Liability. Without prejudice to the Representations and Warranties provided by Seller and the hypotheses of indemnification provided for in Chapter V, Purchaser represents, acknowledges and agrees, irrevocably and irreversibly, that:

6.3.1. Complete and Satisfactory Audit: The Purchaser, through its administrators, employees, consultants, advisors or third parties hired by it, had full and unrestricted access to all information, documents, data and clarifications made available by the Seller and ANTT, related to the SPE and the Concession.

6.3.2. Sufficiency and Completeness of Information: The information made available and accessed represents, for all intents and purposes, the totality of the information that the Purchaser considered necessary and sufficient to carry out the audit and evaluation of the SPE and the Concession, as well as to make the informed decision to participate in the Competitive Process and enter into this Agreement.

6.3.3. Waiver of Claims: Without prejudice to the accuracy of the representations and warranties provided by Seller under this Agreement, Purchaser fully and exclusively assumes any and all irrevocable and irreversible responsibility for the analysis, interpretation and use of the information and documents made available, waiving claims related to facts disclosed in the Data Room, claim or demand against Seller, at any time and for any reason, occurring before, during or after the execution of this Agreement, except for the cases provided for in Clause 5.2.

6.3.4. Assumption of Liabilities and Contingencies: Purchaser acknowledges and agrees that, except for the cases expressly provided for in Chapter V of this Agreement, Seller will not be liable, directly or indirectly, jointly or severally, for any obligations, liabilities, contingencies or other events arising from taxable events occurring after the execution of this Agreement, even if such obligations or contingencies may be constituted, required or known at a later time.

6.4. Inexistence of Obligations of the Seller before ANTT. ANTT declares that, as of the Transfer of Shares, all SPE Shares are held by the Purchaser, and SPE and the Purchaser, as controlling shareholder, are now exclusively responsible for the fulfillment of the obligations set forth in the Self-Composition Agreement, in the Concession Agreement and in the amendment to the Concession Agreement, unless the Seller is aware of these events and has intentionally omitted them.

6.5 Tax Loss: The Purchaser undertakes to pay the Seller an amount corresponding to 80% (eighty

percent) of the tax benefit effectively earned as a result of the use of the accumulated tax loss of the SPE, calculated and updated in accordance with Clause 6.5.1, subject to the conditions and limitations set forth in this Chapter.

6.5.1. The SPE has a tax loss, according to Income Tax returns, in the amount of R\$ 164,899,000.00 (one hundred and sixty-four million, eight hundred and ninety-nine thousand reais), on the base date of June 30, 2025, representing the maximum amount to be considered, which must be updated based on the annual or interim financial statement (including quarterly), duly audited or, when applicable, submitted to review by an independent auditor, corresponding to the period ended immediately prior to the execution of the Purchase and Sale Agreement.

6.5.2. In each episode of effective use of the accumulated tax loss (considered up to the cut-off date of June 30, 2025, observing the priority use of the tax loss existing on the base date provided for in Clause 6.5.1 in relation to the tax losses calculated later), the Purchaser shall pay the Seller the equivalent of 80% (eighty percent) of the net tax benefit effectively earned due to the use of the accumulated tax loss, as shown in the Tax Accounting Bookkeeping (ECF), in the records of the Real Profit Calculation Book (LALUR) and in the IRPJ and CSLL calculation memory of the respective calculation period, until the maximum amount duly updated is reached.

6.5.3 Purchaser and SPE undertake to use commercially reasonable efforts to preserve and promote the use of the accumulated tax loss referred to in Section 6.5.1, subject to applicable tax law, refraining from practicing, without reasonable business, corporate, regulatory or tax justification, acts whose main purpose is to unfeasible, reduce or unduly delay the use of such tax loss. This obligation does not impose on Purchaser the duty to adopt corporate reorganizations, specific tax planning, change in the taxation regime, assumption of tax risks or any measure contrary to the applicable legislation or its legitimate business interests.

6.5.4. For the purposes of determining the use of the tax loss and payment of the additional price, the Purchaser must send the following documents to the Seller:

- (i) Copy of the Tax Accounting Bookkeeping – ECF for the calculation period;
- (ii) Statement of the Company's LALUR, in order to prove the use of the tax loss;
- (iii) Tax payment guide for checking with the Company's LALUR; and
- (iv) Calculation memory that allows the objective identification of the amount to be paid to the Seller as an additional price.

Sole Paragraph: The Seller may, upon prior notice of ten (10) business days and at its own expense, request additional clarifications and carry out a limited audit, directly or through an independent auditor, exclusively to verify the correct calculation of the tax benefit resulting from the use of the tax loss referred to in this Chapter, subject to the duty of confidentiality and without interference in the conduct of the SPE's activities.

6.5.5. Each payment referring to the additional price due by the Purchaser to the Seller will be made within thirty (30) calendar days from the date of receipt by the Seller of the documents referred to above, in immediately available funds, by electronic transfer, to a bank account held by the Seller, which bank confirmation of receipt of the respective payment will constitute the full settlement, Purchaser's general, irrevocable, and irreversible portion of the additional price.

6.5.6. In the event of any disagreement in good faith by Seller with respect to the information contained in the documents sent by Purchaser, Seller shall notify Purchaser in writing within twenty (20) calendar days of receipt of the documents, detailing in writing the points of disagreement and/or that require clarification from Purchaser, and the Parties shall discuss the points of disagreement and/or questioning and use commercially reasonable efforts to try to resolve the dispute within twenty (20) calendar days from Purchaser's receipt of Seller's notice.

6.5.7. If the Purchaser fails to timely pay any portion of the price additional payment due to the Seller, and there is no ongoing dispute between the Parties established, the Purchaser shall bear the payment of a fine equivalent to 10% (ten percent) of the amount of the installment due and not paid and default interest of 1.5% (one whole and five tenths percent) per month until the date of effective payment; and the penal fine does not exclude the Purchaser's liability for the fulfillment of the principal obligation, nor does it prejudice the Seller's right to seek any compensation for losses and damages that exceed the amount of the penal fine.

6.5.8 If the use of the tax loss that has given rise to the payment of the additional price is subsequently disregarded, in whole or in part, by the competent tax authority, by means of a final administrative decision or final and unappealable judicial decision, the amounts paid in excess by the Purchaser may be offset with installments due or, in the absence of installments due, must be refunded by the Seller within 30 (thirty) days from the respective request, plus exclusively monetary adjustment by the IPCA.

6.6 Third-Party Claims: In the event that any lawsuit, arbitration, administrative proceeding, investigation, assessment, claim, or any other third-party claim is brought against Purchaser or SPE ("Third-Party Claim") relating to a fact for which Seller is liable under this Agreement, Purchaser

shall notify Seller in writing as soon as reasonably practicable and, whenever feasible, within a period that allows the Seller to participate adequately in the definition of the defense strategy and the adoption of the appropriate measures.

6.6.1 Upon receipt of the notice, Seller may, upon written notice to Purchaser, assume the conduct of the defense of the Third-Party Claim, at its expense, through attorneys or consultants of its choice and recognized technical ability, in which case Purchaser and SPE shall reasonably cooperate with the defense by providing the relevant documents and information in its possession or control.

6.6.2 Regardless of whether the defense is conducted by Seller or Purchaser, the other Party may pursue the Third-Party Claim through its own attorneys or consultants at its own expense.

6.6.3 Seller and Purchaser may not enter into an agreement, transaction, acknowledgment of liability, withdrawal or any measure that may affect the rights or obligations of the other Party in the Third-Party Claim without the prior written consent of the other Party, which shall not be unreasonably withheld, conditioned or delayed.

6.6.4 Seller will be responsible for the costs, expenses, fees, convictions, fines, charges, settlements and other amounts arising from the Third Party Demand, as long as they relate to facts for which it is responsible under this Agreement.

6.6.5 Failure to provide timely notice, or the performance of acts by Purchaser or SPE that prevent, restrict, or substantially impair Seller's exercise of the right to defense, follow-up, or mitigation of damages, will relieve Seller of its obligation to indemnify in respect of the respective Third-Party Claim, to the extent of the loss suffered.

CHAPTER VII

GOVERNING LAW AND ARBITRATION

7.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Brazil.

7.2. Negotiation. Any dispute arising out of or related to this Agreement may be resolved amicably, through good faith negotiations, within thirty (30) calendar days from receipt of notice to that effect. However, notwithstanding the provisions of this Section and even before the expiration of the term provided herein, any dispute may be submitted to arbitration as provided in Section 7.3 below.

7.3. Arbitration. Any dispute arising out of or related to this Agreement that is not resolved amicably shall be submitted to arbitration, pursuant to Federal Law No. 9,307/96 ("Arbitration Law"), to be administered by the Chamber [●], in accordance with its arbitration rules ("Rules").

7.4. Constitution of the Arbitral Tribunal. The arbitral tribunal shall consist of three (3) arbitrators. The applicant shall appoint one (1) co-arbitrator and the respondent shall appoint one (1) co-arbitrator, in accordance with the Rules. The two (2) co-arbitrators, after consultation with the parties to the arbitration, shall jointly appoint the third arbitrator, who shall act as president of the arbitral tribunal. If any party to the arbitration fails to appoint the respective co-arbitrator or if the two (2) co-arbitrators fail to appoint the president of the arbitral tribunal within the time limits established by [●], [●] shall make the missing nominations, under the terms of the Regulation. No provision of the Arbitration Rules shall apply which limits the choice of arbitrators on the basis of the list of arbitrators of the [●].

7.5. Seat, Governing Law, and Language of Arbitration. The seat of arbitration shall be [●], Brazil. The law applicable to arbitration will be Brazilian law, and judgment by equity is prohibited. The language of the arbitration will be Portuguese, and the production of any evidence in English is allowed without the need for translation.

7.6. Urgent Reliefs. Before the constitution of the arbitral tribunal, any urgent relief may be requested from the Judiciary. After the constitution of the arbitral tribunal, all urgent relief must be requested directly from the arbitral tribunal, which will be responsible for granting, maintaining, modifying or revoking any measures previously requested from the Judiciary.

7.7. Jurisdiction for Judicial Measures. Without prejudice to this arbitration clause, the court of the District of [●] is elected as exclusively competent for any lawsuits related to

(i) institution of arbitration, pursuant to article 7 of Law 9,307/96; (ii) urgent relief, pursuant to article 22-A of the Arbitration Law; (iii) execution of an extrajudicial enforcement order, subject to the prerogative of choosing the party seeking enforcement, pursuant to article 781 of Law 13,105/2015; (iv) compliance with an arbitral award, subject to the prerogative of choosing the party seeking enforcement, pursuant to article 516, sole paragraph, of Law 13,105/2015; (v) annulment or supplementation of the arbitral award, pursuant to arts. 32 and 33, § 4, of the Arbitration Law; and (vi) any other disputes that by virtue of Brazilian law cannot be submitted to arbitration. The filing of any judicial remedy permitted by or compatible with the Arbitration Act shall not be deemed a waiver of arbitration.

7.8. Confidentiality. The arbitration, including its existence, the dispute, the allegations and statements of the parties, the statements of third parties, evidence and documents submitted, as

well as any decisions or awards rendered by the arbitral tribunal, shall be confidential and may only be disclosed (i) to the arbitral tribunal, the parties to the arbitration, their counsel and the persons necessary for the proper conduct and outcome of the arbitration, (ii) if the disclosure of specific information is required to comply with obligations imposed by law; (iii) if such information becomes public by any other means that does not constitute a violation of this provision; or

(iv) if the disclosure of this information is necessary for one of the parties to appeal to the Judiciary in the cases provided for in the Arbitration Law.

7.9. Costs and Expenses. In the course of the arbitration, the costs of the proceedings, including the fee administrative of [●] and fees of arbitrators and experts, shall be borne by the parties to the arbitration in accordance with the Arbitration Rules. The arbitral award shall determine the reimbursement by the losing party to the prevailing party, in accordance with the outcome of their respective claims and taking into account such circumstances as the arbitral tribunal deems relevant, the costs of the arbitration and other reasonable expenses incurred by the parties to the arbitration, including contractual attorneys' fees, technical assistants' fees and other expenses necessary or useful for the arbitral proceedings. There will be no condemnation to the payment of loss fees.

7.10. Consolidation. The [●] (if prior to the constitution of the arbitral tribunal) or the arbitral tribunal (if after its constitution) may, upon request of either party to concurrent arbitrations, consolidate concurrent arbitrations involving this Agreement or other instruments related thereto, provided that (a) the arbitration clauses in question are compatible; (b) the arbitrations relate to substantially similar factual or legal issues; and

(c) the consolidation does not cause unreasonable prejudice to any of the parties to the consolidated arbitrations. The first arbitral tribunal constituted shall have the power to determine the consolidation of concurrent arbitrations and its decision shall be binding on all parties to the consolidated arbitrations.

7.11. Binding Effect. For the sake of clarity, this arbitration clause is valid, binding and enforceable against the Consenting Party or any other signatory to this Agreement and any amendments thereto, unless expressly provided otherwise.

CHAPTER VIII FINAL

PROVISIONS

8.1. Entire Agreement. This Agreement and the Competitive Process documents contain the entire

understanding between the Parties with respect to the subject matter hereof and supersede all prior oral or written agreements, offers and understandings between the Parties with respect to the provisions of this Agreement.

8.2. Independence. All provisions of this Agreement shall be construed so as to allow their validity and effectiveness under applicable law. However, if any provision herein is considered prohibited or invalid under the terms of the Law, such provision will be considered ineffective to the exact extent of its prohibition or invalidity, without thereby invalidating or affecting the terms remaining provisions of such provision or the other provisions contained in this Agreement. The Parties shall negotiate in good faith the replacement of the invalid, illegal or unenforceable provisions with a valid, legal and enforceable provision, the economic effect of which is equal to the economic effect of the provisions found to be invalid, illegal or unenforceable.

8.3. Consenting Intervener. SPE, as consenting intervenor, declares that it is fully aware of the Agreement and agrees with all its terms and conditions, as well as with all obligations assumed herein.

8.4. Amendments. This Agreement may not be amended except with the express written agreement of all Parties and ANTT.

8.5. Good faith; Nullity. This Agreement was entered into within the principles of good faith and probity, without any defect of consent of any of the Parties. The Parties declare, for all legal purposes and effects, that: (i) the benefits, obligations and risks assumed herein are within their economic and financial conditions; and (ii) had prior knowledge of the content of this instrument and fully understood all the obligations and risks contained therein. The Parties, hereby, undertake to comply with and fully enforce everything that is agreed between them in this Agreement, whereby they recognize and affirm that any attitude or measure taken in disagreement with the agreement herein or that represents a violation of the obligations assumed by the Parties in this Agreement is null and void and ineffective, between them, and any third party.

8.6. Enforcement Title. This Agreement signed by the Parties and the consenting parties, SPE and ANTT, together with two (2) witnesses, will serve as an extrajudicial enforcement instrument in accordance with the civil procedural legislation (Article 784, iii, of the Code of Civil Procedure).

8.7. Specific execution. The Parties undertake to comply, formalize and perform their obligations always in strict compliance with the terms and conditions established in this Agreement. In addition, the Parties acknowledge and agree that monetary damages may be an inadequate remedy

in the event of a breach of any provision of this Agreement. In this sense, the Parties, hereby, acknowledge and agree that all obligations assumed or that may be imputed under the terms of this Agreement are subject to specific performance, without prejudice to, cumulatively, losses and damages being charged as a result of the breach of the obligations agreed upon in this Agreement. The Parties expressly admit and undertake to specifically comply with their obligations and to accept court orders, or any other similar acts.

8.8. Notifications. All notices or communications required to be sent by either Party to the others under this Agreement shall be by means of (i) hand-delivered mail, certified mail, or courier service with return receipt requested, or through notarial or judicial channels, to the addresses indicated in the preamble; or (ii) by e-mail, to the e-mail addresses listed below:

(i) If for the Seller:

CONASA RODOVIAS S.A, [●]

Att.: [●]

Email: [●]

(ii) If for the Purchaser:

[COMPETITIVE PROCESS WINNER] [●]

At.: [●]

Email: [●]

(iii) If for SPE:

VIA BRASIL BR-163 CONCESSIONÁRIA DE RODOVIA S.A.

Attn: [●]

Email: [●]

(iv) If for CONASA INFRAESTRUTURA:

CONASA INFRAESTRUTURA S.A.

Attn: [●]

Email: [●]

(v) If for ANTT:

NATIONAL LAND TRANSPORT AGENCY

[●] At.: [●]

Email: [●]

8.8.1. Notices given pursuant to Section 8.8 shall be deemed transmitted (i) on delivery, if delivered by hand or sent by email; or (ii) on receipt, if sent by post or *courier*.

8.8.2. Either Party may change its address for purposes of this Section 8.8 by providing notice to the other Parties in the manner specified above. Otherwise, any notice or communication sent to the address indicated above, or another previously indicated in writing, will be considered valid.

8.9. Assignment. This Agreement binds, obligates and inures to the benefit of the Parties, their heirs, successors and permitted assigns. The obligations and rights of this Agreement may not be assigned or transferred, in whole or in part, by either Party without the prior written consent of the other Party and ANTT.

8.10. Taxes and Expenses. Taxes of any nature that are due as a result of the transactions provided for in this Agreement will be the exclusive responsibility of the Party to whom the Law assigns the status of taxpayer. Unless otherwise stated, each Party shall pay its own expenses and costs incurred or to be incurred by them in negotiating and fulfilling the transactions contemplated by this Agreement.

8.11. Tolerance. Any omission, grant or forbearance by either Party to exercise the rights granted to it under this Agreement shall not constitute a waiver of such rights, nor shall it impair the right of the aggrieved Party to exercise them at any time.

8.12. Electronic signature. For all legal and evidentiary purposes, the Parties agree and agree that the execution of this Agreement and its Annexes (i) will occur electronically, under the terms and for the purposes of Provisional Measure 2,200, of August 24, 2001, through the use of the platform defined by the Parties, (ii) even if any of the Parties may electronically sign this Agreement in a different location, the place of execution of this Agreement is, for all purposes, [●], as set forth below; and (iii) the date of signature of this Agreement shall be deemed to be the date of signature of this Agreement, for all intents and purposes, notwithstanding the date on which the last of the electronic signatures is made.

8.12.1. The Parties expressly agree and recognize as valid the proof of agreement to the terms herein agreed upon in electronic format, even if the signatories do not use a digital certificate issued in the ICP-Brasil standard, and also agree that the electronic signature of this Agreement will be sufficient for the validity and full binding of the Parties as provided for herein, and all its terms and conditions will be enforceable between the corresponding signatories.

8.12.2. The Parties waive the possibility of requiring the exchange, shipment or delivery of the

original copies (non-electronic) signatures of this Agreement and its Exhibits, and waive the right to refuse or challenge the validity of electronic signatures, to the fullest extent permitted by applicable Law.

8.12.3. The signatories of this Agreement who have signed it by means of a digital certificate declare that they are and have always been in possession of their digital certificate and that they have not transferred it or given access to their digital certificate to any Third Party, as well as have personally carried out the procedure of validating the digital signature of this Agreement on the platform to be defined by the Parties.

IN WITNESS WHEREOF, the Parties sign this Agreement in 4 (four) copies of the same content and form, for a single purpose, in the presence of 2 (two) undersigned witnesses.

[•], [•] [•] [•]

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