

ANNEX 12 – LETTER OF GUARANTEE TEMPLATE TO BANK [●]

LETTER OF GUARANTEE

[●] [●], [●] of [●]

To the
Bank [●]
[address]
[city] - [state]

Ref.: LETTER OF GUARANTEE

Dear Sirs,

By this instrument, [●], with its registered office at [●], State of [●], enrolled with the CNPJ under No. [●], by its legal representatives, undertakes, as GUARANTOR and primary obligor, to perform the obligations assumed by VIA BRASIL BR-163 CONCESSIONÁRIA DE RODOVIA S.A., a special purpose company, with its registered office at Avenida das Sibipirunas, nº 2.957, Bairro Setor Comercial, in the city of Sinop, State of Mato Grosso, enrolled with the CNPJ/MF under No. 44.067.725/001-72, under the Financing Agreement through Credit Facility No. [●] (“BORROWER”), entered into with BANK [●] by private instrument dated [●], registered in [●], under No. [●], at the [●] Notary’s Office, State of [●]; in [●] under No. [●], hereinafter referred to as the “CONTRACT”, which the GUARANTOR declares to be aware of, and pursuant to which credit was made available in the amount of BRL [●] (amount in words), divided into subcredits as provided in said instrument, with the debt updated in accordance with the criteria established therein [●].

This guarantee covers one hundred percent (100%) of the outstanding balance of the CONTRACT, up to the maximum guaranteed principal amount of BRL [●] (amount in words), plus any accrued compensatory and default interest, fees, liquidated damages, and other charges stipulated in the CONTRACT.

This guarantee is granted on an irrevocable and irreversible basis until full payment of the guaranteed obligations. The GUARANTOR waives the benefits set forth in Articles 366, 827, 838, and 839 of the Brazilian Civil Code and Article 794 of Law No. 13,105, of March 16, 2015. Any change to the term or increase in the guaranteed amount shall require the GUARANTOR’s prior consent. In the event of default by the BORROWER, the GUARANTOR undertakes to honor the monetary obligations assumed by the BORROWER under the CONTRACT, up to the liability limit specified above, within two (2) business days of receiving

written notice from Bank [●] reporting such default, sent to [●], State of [●].

The GUARANTOR confirms that the issuance of this guarantee complies with the limits authorized by the Central Bank of Brazil.

The GUARANTOR further acknowledges that [●] will provide the Brazilian Federal Court of Accounts (TCU), the Federal Public Prosecutor's Office (MPF), the Office of the Federal Controller General (CGU) and, when the financing resources originate from the Workers Support Fund (FAT), also the FAT Deliberative Council (CODEFAT) and the competent Ministry, or any public body succeeding them, with any information requested, thereby waiving confidentiality obligations.

The GUARANTOR authorizes BNDES to disclose the full contents of this guarantee to the public, irrespective of its registration with a notary's office.

The GUARANTOR acknowledges the validity, accuracy, integrity, and authenticity of the electronic issuance of this Letter of Guarantee, executed by the parties using the ICP-Brazil certification process (Brazilian Public Key Infrastructure), in accordance with Article 10, paragraph 1, of Provisional Measure No. 2,200-2/2001.

GUARANTOR: _____
(name)

WITNESSES:

(name and qualification)

(name and qualification)