

NOTICE OF THE COMPETITIVE PROCESS No. 02/2026

SALE OF ONE HUNDRED PERCENT (100%) OF THE SHARES OF VIA BRASIL BR-163

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PREAMBLE

The Federal Government of Brazil, through the National Land Transportation Agency (ANTT – *Agência Nacional de Transportes Terrestres*), hereby announces, pursuant to the terms of this NOTICE and its EXHIBITS, the COMPETITIVE PROCESS for the sale of one hundred percent (100%) of the shares representing the capital stock of VIA BRASIL BR-163 CONCESSIONÁRIA DE RODOVIAS S.A. (“SPE” or the “CONCESSIONAIRE”), a special purpose company with registered offices at Avenida das Sibipirunas, No. 2957, Bairro Setor Comercial, in the city of Sinop, State of Mato Grosso, Zip Code 78.550-031, enrolled with the CNPJ/MF (National Corporate Taxpayers’ Registry/Ministry of Finance) under No. 44.067.725/001-72, with its corporate acts filed with the Registry of Commerce of the State of Mato Grosso under NIRE 51.300.018.764.

This COMPETITIVE PROCESS, which will be conducted with the support of specialized technical advisors and the operational assistance of B3 – Brasil, Bolsa, Balcão, is based on Article 27 of Federal Law No. 8,987 of February 13, 1995, and on the terms established in the Self-Composition Agreement entered into by the Federal Government, represented by the Ministry of Transport and ANTT, together with VIA BRASIL BR-163, and approved by the Federal Court of Accounts (TCU – *Tribunal de Contas da União*) under Ruling No. 11/2026 – TCU – Full Bench.

This COMPETITIVE PROCESS has been duly announced on the official websites of ANTT, B3, and the CONTROLLING SHAREHOLDER, and a notification of this NOTICE was published in the Brazilian Federal Gazette (DOU – *Diário Oficial da União*) on July 17, 2026. This NOTICE and its EXHIBITS are available at the official websites for the COMPETITIVE PROCESS, on July 17, 2026, and at the PNCP [<https://www.gov.br/pncp>], along with all subsequent notifications and documentation to be published regarding the COMPETITIVE PROCESS.

The publication of this NOTICE was preceded by a Public Hearing No. 3/2026 held by ANTT from March 9, 2026, to April 4, 2026, in the hybrid modality. The information related to the public hearing is available on ANTT’s website, www.antt.gov.br.

In addition to the information available to the public, on the date specified in the SCHEDULE, access will be granted to the DATA ROOM, which will contain all necessary information and documents regarding the SPE for the preparation of bids. Interested parties must follow the instructions and access rules set forth in EXHIBIT 3 – DUE DILIGENCE PROCEDURES MANUAL to access the DATA ROOM.

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

The PUBLIC SESSION for the knowledge 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, according to the dates informed in the SCHEDULE.

CHAPTER I – GENERAL PROVISIONS OF THE NOTICE

1 DEFINITIONS

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

2 PURPOSE

- 2.1 The PURPOSE of this NOTICE is to carry out a COMPETITIVE PROCESS for the sale of 100% (one hundred percent) of the shares issued by the SPE, owned by the CONTROLLING SHAREHOLDER, under the terms, deadlines, and conditions specified in this NOTICE and its EXHIBITS.
- 2.2 The PURPOSE shall be offered as a single lot, and no acquisition of partial ownership of the shares shall be permitted.
- 2.3 The economic and financial assessments of the PURPOSE were conducted as part of a consensual resolution process held before the TCU and approved through Appellate Decision No. 11/2026 – TCU – Full Bench.
- 2.4 Any projections, estimates, and valuations presented shall not be construed as guarantees of the SPE's current condition or future performance, which may vary, positively or negatively, for various reasons.
- 2.5 The PRICE of the PURPOSE and the BASE TOLL TARIFF were determined based on the economic and financial assessments conducted within the consensual resolution process and agreed upon in the SELF-COMPOSITION AGREEMENT approved by APPELLATE DECISION No. 11/2026 – TCU – Full Bench.
- 2.6 A description of the SPE and other relevant documents are included in this NOTICE as EXHIBIT 4.

3 EXHIBITS

- 3.1 The following EXHIBITS form an integral part of this NOTICE:

EXHIBIT	Title
1	DEFINITIONS
2	SCHEDULE
3	DUE DILIGENCE PROCEDURES MANUAL
4	SPE DOCUMENTS
4.1	SPE SHAREHOLDING STRUCTURE
4.2	SUMMARY OF INFORMATION ON THE SPE
5	B3 PROCEDURES MANUAL
6	VOLUME 1 (PRE-IDENTIFICATION AND BID GUARANTEE)
6.1	TEMPLATE – FOREIGN BIDDER'S DECLARATION LETTER
6.2	TEMPLATES – POWERS OF ATTORNEY FOR AUTHORIZED REPRESENTATIVES
7	VOLUME 2 (ECONOMIC PROPOSAL)
7.1	TEMPLATE – ECONOMIC PROPOSAL
8	VOLUME 3 (HABILITATION DOCUMENTS)
8.1	COVER LETTER FOR QUALIFICATION DOCUMENTS
8.2	TEMPLATE – STATEMENT OF ACKNOWLEDGEMENT OF THE NOTICE AND ABSENCE OF INELIGIBILITY
8.3	TEMPLATE – DECLARATION OF COMPLIANCE WITH ARTICLE 7, XXXIII, OF THE FEDERAL CONSTITUTION

EXHIBIT	Title
8.4	TEMPLATE – DECLARATION OF NON-PARTICIPATION THROUGH ANOTHER BIDDER IN THE COMPETITIVE PROCESS
8.5	TEMPLATE – DECLARATION OF FINANCIAL CAPACITY
8.6	TEMPLATE – DECLARATION OF RECEIPT AND REVIEW OF THE DOCUMENTS AND INFORMATION RELATING TO THE COMPETITIVE PROCESS
8.7	TEMPLATE – DECLARATION OF SUBMISSION TO BRAZILIAN LAW
9	TEMPLATE – RATIFICATION OF ECONOMIC PROPOSAL
10	SHARE PURCHASE AND SALE AGREEMENT (SPA)
11	DRAFT AMENDMENT TO THE CONTRACT AND ITS EXHIBITS
12	LETTER OF SURETYSHIP TO THE LENDER
13	INTEGRITY COMMITMENT

4 REQUESTS FOR CLARIFICATIONS AND CHALLENGES

- 4.1** REQUESTS FOR CLARIFICATIONS regarding the NOTICE must be submitted to the COMMISSION within the period specified in the SCHEDULE, via Electronic Filing System, containing text file in “.doc” or “.docx” format and folder compacted in “.zip” format.
- 4.2** Any challenges to the NOTICE must be submitted to the COMMISSION no later than 3 (three) business days prior to the PUBLIC SESSION date, electronically, filed via Electronic Filing System.
- 4.3** REQUESTS FOR CLARIFICATIONS and challenges to the NOTICE must be accompanied by a copy of the signatory’s identification document, in the case of individuals, or by proof of legal representation powers, in the case of legal entities.
- 4.4** Filing a challenge to the NOTICE shall not preclude the BIDDER from participating in the COMPETITIVE PROCESS.
- 4.5** The COMMISSION shall review and respond to the REQUESTS FOR CLARIFICATIONS and challenges to the NOTICE within the deadlines set forth in the SCHEDULE.
- 4.6** The decisions and responses to the REQUESTS FOR CLARIFICATIONS and challenges to the NOTICE shall be made available by the COMMISSION on the COMPETITIVE PROCESS website and shall form an integral part of this NOTICE and its EXHIBITS.
- 4.7** Acceptance of a challenge to the NOTICE shall only result in changes to the DOCUMENT SUBMISSION date if the amendment to the NOTICE materially affects the conditions for (i) submitting the BID GUARANTEE, (ii) preparing the ECONOMIC PROPOSAL, or (iii) submitting the QUALIFICATION DOCUMENTS.

5 GENERAL PROVISIONS

- 5.1** In the event of any conflict or inconsistency between the provisions of this NOTICE and its EXHIBITS that cannot be resolved by context, the COMMISSION shall decide the matter based on the provisions of this NOTICE and the legislation applicable to the COMPETITIVE PROCESS.
- 5.2** Documents must be obtained through the means specified herein to ensure their authenticity. The COMMISSION and ANTT shall not be held liable for texts and documents obtained or accessed by means or from sources other than those indicated in this NOTICE or obtained independently by the BIDDERS.
- 5.3** The COMMISSION and ANTT may issue additional notifications or announcements

regarding the content of this NOTICE and its EXHIBITS.

- 5.4 Such additional notifications or announcements shall be published on ANTT's website and shall be deemed an integral part of this NOTICE.
- 5.5 The deadlines referred to in this NOTICE shall be counted in calendar days, unless otherwise stated (i.e., business days), and shall begin on the date of publication as provided in subitem 5.4 above, excluding the start date and including the final date.
- 5.6 All time references in this NOTICE refer to Brasília official time.
- 5.7 The BIDDERS may carry out an inspection of the Highway System and the assets that make up the Concession purpose of the COMPETITIVE PROCESS, through technical visits previously scheduled directly with the current concessionaire, through the e-mail address coepc2_2026@antt.gov.br.
 - 5.7.1 Technical visits may be carried out by the date indicated in the SCHEDULE for DOCUMENT SUBMISSION (VOLUMES 1 and 2).
 - 5.7.2 The performance of technical visits does not constitute an autonomous channel for the provision of information, and any points, data or clarifications related to the Concession must exclusively observe the procedures, deadlines and channels defined in EXHIBIT 3 – MANUAL OF DUE DILIGENCE PROCEDURES.

6 COMPETITIVE PROCESS COMMISSION

- 6.1 The COMMISSION shall conduct and adjudicate the COMPETITIVE PROCESS, and is responsible for carrying out the necessary proceedings with technical support and operational assistance from B3.
- 6.2 The COMMISSION shall be composed of 3 (three) members appointed by ANTT.
- 6.3 In addition to exercising its legal powers, the COMMISSION may:
 - 6.3.1 request assistance from the SPE, the CONTROLLING SHAREHOLDER, advisors, B3, the Ministry of Transportation, the Ministry of Finance, the Lender, CADE, the Office of the Attorney General of Brazil, other ANTT members not part of the COMMISSION, and other bodies and entities involved in the COMPETITIVE PROCESS;
 - 6.3.2 request, at any time, clarifications from the BIDDERS regarding the documents they submitted;
 - 6.3.3 adopt criteria to remedy formal defects and to supplement deficiencies during the course of the COMPETITIVE PROCESS;
 - 6.3.4 conduct proceedings to clarify or supplement the records of the COMPETITIVE PROCESS;
 - 6.3.5 extend the deadlines set forth in the NOTICE in cases of public interest, force majeure, or unforeseeable circumstances; and
 - 6.3.6 in the event of an amendment that clearly affects the preparation of the ECONOMIC PROPOSALS, change (i) the DOCUMENT SUBMISSION deadline and/or (ii) the scheduled date for opening the volumes and reviewing the ECONOMIC PROPOSALS, thereby extending or reopening the initial deadline.
- 6.4 The COMMISSION shall not be responsible for making amendments to the AMENDMENT TO THE CONTRACT to be executed between the SPE and ANTT after the COMPLETION OF THE COMPETITIVE PROCESS.
- 6.5 If the BIDDER, the SUCCESSFUL BIDDER, or the PURCHASER fails to provide the

required clarifications and documents or to comply with the COMMISSION's requests within the deadlines it establishes and in accordance with the terms of this NOTICE, such failure may result in the inaptitude of the BIDDER, the SUCCESSFUL BIDDER, or the PURCHASER, and enforcement of the respective BID GUARANTEE, as provided for in this NOTICE, without prejudice to the right to adversarial proceedings and full defense.

CHAPTER II – COMPETITIVE PROCESS

7 EVENT SCHEDULE

- 7.1** The development of the COMPETITIVE PROCESS stages shall follow the SCHEDULE in EXHIBIT 2 to this NOTICE.
- 7.2** The events set out in the SCHEDULE are subject to the successful completion of the various stages of the COMPETITIVE PROCESS. If any event occurs after publication of this NOTICE that may delay or otherwise hinder or alter the progress of the COMPETITIVE PROCESS, the COMMISSION may revise the SCHEDULE in order to ensure a favorable and timely conclusion of the process.

8 PARTICIPATION IN THE COMPETITIVE PROCESS

- 8.1** Legal entities, whether Brazilian or foreign, including financial institutions, as well as Brazilian private equity investment funds of any kind, foreign investment funds, and pension entities may participate in the COMPETITIVE PROCESS, either individually or, with the exception of the CONTROLLING SHAREHOLDER, in a CONSORTIUM, provided they fully comply with the provisions of this NOTICE and its EXHIBITS, as well as with applicable legislation, subject to the following conditions and limitations:
 - 8.1.1** Pension or social assistance entities and pension supplementation funds linked to the direct or indirect public administration shall be subject to the restrictions and limits set forth in the applicable legislation, as well as to the other regulations issued by the competent authorities. Private pension entities shall also comply with the legislation and regulations issued by such authorities, as applicable.
 - 8.1.2** Participation is permitted for CONSORTIA formed by Brazilian and foreign legal entities and, exclusively, by either Brazilian or foreign legal entities;
 - 8.1.3** PRE-IDENTIFICATION documents (except for the BID GUARANTEE) must be submitted for each consortium member individually.
 - (i) For purposes of granting the BID GUARANTEE, the total value of the guarantees submitted by each consortium member shall be considered, regardless of the respective participation percentage in the CONSORTIUM.
 - 8.1.4** Each consortium member must individually comply with the other requirements set forth in this NOTICE;
 - 8.1.5** The inaptitude or ineligibility of any consortium member will result in the automatic inaptitude/ineligibility of the CONSORTIUM;
 - 8.1.6** There is no limit to the number of members for the formation of a CONSORTIUM;
 - 8.1.7** The inclusion, substitution, withdrawal, or exclusion of consortium members shall not be permitted until the COMPLETION OF THE COMPETITIVE PROCESS, nor shall any change in the proportion of participation among the consortium members be allowed; and
 - 8.1.8** The joint and several liability of the consortium members shall cease, for

purposes of the obligations undertaken under the NOTICE, upon the COMPLETION OF THE COMPETITIVE PROCESS.

8.2 The following shall not be allowed to participate in the COMPETITIVE PROCESS:

- 8.2.1** any CONSORTIUM that includes one or more members, or RELATED PARTY, also participating as an individual BIDDER or member of another CONSORTIUM;
- 8.2.2** any BIDDER that is a RELATED PARTY of another BIDDER;
- 8.2.3** any BIDDER undergoing bankruptcy, insolvency, receivership, dissolution, or liquidation proceedings;
- 8.2.4** any BIDDER declared ineligible by the public administration;
- 8.2.5** any BIDDER that is barred or suspended from participating in public tenders and/or prohibited from contracting with the Federal Government;
- 8.2.6** any BIDDER under judicial or extrajudicial reorganization proceedings, unless it can objectively demonstrate, during the QUALIFICATION phase, its legal, financial, and practical ability to fulfil the obligations arising from the COMPETITIVE PROCESS;
- 8.2.7** any BIDDER unable to provide the representations and warranties required under the SHARE PURCHASE AND SALE AGREEMENT.
- 8.2.8** any BIDDER that has been convicted by a final court decision of losing its civil rights due to the commission of environmental crimes, pursuant to Article 10 of Law No. 9,605 of February 12, 1998;
- 8.2.9** any BIDDER whose officer(s) or technical responsible person(s) currently hold(s), or has/have held, a permanent position or employment at ANTT, BNDES, the Ministry of Transport, or a senior management, advisory or intermediary assistance position within the Federal Government during the 180 (one hundred and eighty) days prior to the publication date of this Notice;
- 8.2.10** any BIDDER whose officer falls under any of the situations described in item “e” of subsection I of Article 1 of Complementary Law No. 64, of May 18, 1990, except in cases involving private criminal action, negligent crimes, or those considered by law to be of lesser offensive potential;
- 8.2.11** any BIDDER whose officer has been convicted of administrative misconduct.
- 8.2.12** the CONTROLLING SHAREHOLDER, as a BIDDER, who, during the SPECIAL TRANSITION PERIOD, has incurred in non-execution of more than twenty percent (20%) of the physical goals accumulated in two (2) consecutive periods, as verified in the bimonthly monitoring reports prepared by the Verifier in the manner provided for in the Amendment that governs the SPECIAL TRANSITION PERIOD; or
- 8.2.13** the CONTROLLING SHAREHOLDER, as a BIDDER, which, within five (5) days prior to the date of publication of this NOTICE, fails to prove to ANTT the contracting of a guarantee intended to ensure the payment of the debt resulting from the determination of assets and duties, as provided for in item 21.9 of this NOTICE and in compliance with the conditions and deadlines established in the SELF-COMPOSITION AGREEMENT.

8.3 The impediment provided for in item 8.2.12 will be removed, even if such non-compliance is characterized, provided that the CONTROLLING SHAREHOLDER makes the deposit, in the SPECIAL ADJUSTMENT ACCOUNT, of the amount corresponding to twice the balance related to the works not executed, until the date of

the DOCUMENTS SUBMISSION (VOLUMES 1 and 2), according to the SCHEDULE.

8.3.1 For the purposes of the provisions of sub-item 8.3, the balance referring to the works not executed will be measured based on the Preliminary Monitoring Report, prepared by the Verifier and duly approved by ANTT, in the form of the Amendment of the SPECIAL TRANSITION PERIOD, and the corresponding amount must be calculated based on the non-executions verified in relation to the physical-financial schedule contained in EXHIBITS 9 and 10 of the SELF-COMPOSITION AGREEMENT.

8.4 In the event of non-compliance with the provisions of item 8.2.13, the COMMISSION, within seven days after the publication of this NOTICE, shall disclose, on the COMPETITIVE PROCESS website, the communication of the impediment of the CONTROLLING SHAREHOLDER to participate in the COMPETITIVE PROCESS, for all purposes of this NOTICE.

8.5 To participate in the COMPETITIVE PROCESS, it is mandatory to carry out all its stages in accordance with this NOTICE and its EXHIBITS.

8.6 Participation in the COMPETITIVE PROCESS implies unconditional, irrevocable, and irreversible acceptance of the terms, rules, and conditions set forth in this NOTICE and its EXHIBITS, as well as any other documents that may be disclosed and/or published in connection with this NOTICE and that form an integral part thereof.

8.7 The BIDDERS acknowledge and declare that they are fully aware of the laws in force in Brazil, including the rules and regulations issued by ANTT, CADE, BACEN, CVM, and other government authorities, and may not claim ignorance of any existing law or regulation. They also assume full responsibility and risk for the obligations and restrictions imposed or that may be imposed by any new law or regulation.

8.8 The CONTROLLING SHAREHOLDER, acting as a BIDDER, shall participate in the COMPETITIVE PROCESS by submitting the Volumes as set forth in this NOTICE.

9 REPRESENTATION IN THE COMPETITIVE PROCESS

9.1 ACCREDITED REPRESENTATIVES

9.1.1 Each BIDDER must have up to two (2) ACCREDITED REPRESENTATIVES.

9.1.2 Each ACCREDITED REPRESENTATIVE may represent only one BIDDER.

9.2 ACCREDITED BROKERS

9.2.1 The ACCREDITED BROKERS might represent the BIDDERS before B3 in the submission of all documents required under this NOTICE and in the acts of the PUBLIC SESSION of the COMPETITIVE PROCESS.

9.2.2 The brokerage agreement between the ACCREDITED BROKER and the BIDDER shall contain, at minimum, the elements set forth 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 executed by any of the consortium members or by the CONSORTIUM itself, in accordance with the B3 PROCEDURES MANUAL.

10 DOCUMENT SUBMISSION

10.1 In accordance with this NOTICE, its EXHIBITS, and the B3 PROCEDURES

MANUAL, the documents must be organized as follows:

- 10.1.1** VOLUME 1 – PRE-IDENTIFICATION AND BID GUARANTEE;
 - 10.1.2** VOLUME 2 – ECONOMIC PROPOSTAL; and
 - 10.1.3** VOLUME 3 – QUALIFICATION DOCUMENTS.
- 10.2** The submission of VOLUMES 1 (PRE-IDENTIFICATION AND BID GUARANTEE) and 2 (ECONOMIC PROPOSTAL) shall be made to the COMMISSION at B3's AUCTION PLATFORM, on the date set forth in the SCHEDULE; submission by other means is not allowed, except when so determined in the form of this NOTICE.
- 10.3** By the date indicated in the SCHEDULE, VOLUME 3 (QUALIFICATION DOCUMENTS) must be submitted exclusively by the SUCCESSFUL BIDDER in the COMPETITIVE PROCESS, at the B3's AUCTION PLATFORM; submission by other means is not allowed.
- 10.4** The disconnection from the B3 AUCTION PLATFORM by any BIDDER will not affect the validity of the DOCUMENT SUBMISSION and other acts performed electronically.
- 10.5** VOLUMES 1, 2 and 3 shall be presented electronically the B3 AUCTION PLATFORM in .pdf format files, without access restriction and according to 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 must fully comply with the requirements applicable to the original VOLUME.
 - 10.5.2** The first page of each VOLUME must contain the following information:
 - (i) name of the BIDDER;
 - (ii) name of the ACCREDITED BROKER, if any;
 - (iii) number and title of the VOLUME;
 - (iv) number of its part, if applicable; and
 - (v) reference: "VIA BRASIL BR163 NOTICE".
 - 10.5.3** Documents must be presented in their native digital format or scanned with sufficient clarity to ensure full understanding of their content.
 - 10.5.4** All pages with the content of the VOLUME must be numbered sequentially, and, in the event of fractionation into parts, the continuous numbering between them must be maintained.
 - 10.5.5** All documents must be signed by the ACCREDITED REPRESENTATIVES.
 - 10.5.6** Documents must follow the templates provided in the EXHIBITS of this NOTICE and in the B3 PROCEDURES MANUAL, where applicable.
 - 10.5.7** Documents must be valid as of the DOCUMENT SUBMISSION date. Any certificate without an explicit expiration date shall be deemed valid if issued within 90 (ninety) days prior to the DOCUMENT SUBMISSION date.
 - 10.5.8** Electronic signatures will be accepted if they comply with the standards of the Brazilian Public Key Infrastructure (ICP-Brasil), provided that the document includes verifiable means of authentication, including but not limited to QR Codes or verification codes with URLs explicitly indicated within the document.
 - 10.5.9** Signature notarization is waived for declarations, powers of attorney, the written Financial Proposal, and for certification of documents submitted by the BIDDERS, in accordance with Article 3 of Law No. 13.726 of October 8,

2018, and Article 12 of Law No. 14.133 of April 1, 2021.

- 10.5.10** It will not be necessary to dematerialize the documents.
- 10.5.11** All documents must be in Portuguese. Documents in any other language must be translated into Portuguese by a sworn public translator in Brazil.
- 10.5.12** All documents produced by the BIDDERS and prepared abroad must be notarized and legalized at a consulate and/or apostilled, as applicable.
- 10.5.13** Foreign BIDDERS from countries that are signatories to the Convention Abolishing the Requirement of Legalization for Foreign Public Documents, enacted in Brazil through Federal Decree No. 8,660 of January 29, 2016, may replace consular legalization, as referred to in this NOTICE, with the apostille in accordance with Articles 3 and 4 of said Convention. The documentation and respective apostille must be translated by a sworn public translator in Brazil.
- 10.5.14** Foreign companies from other countries may replace the apostille with consular legalization issued 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 legalized as described in item 10.5.14 above must also be translated by a sworn public translator.
- 10.5.16** Foreign BIDDERS not operating in Brazil must, to the extent possible, meet the requirements of this NOTICE by submitting equivalent documents duly legalized or apostilled, as applicable.
- 10.5.17** Documents equivalent to those required under this NOTICE must be presented in a manner that clearly indicates their validity, enforceability, and effectiveness. The BIDDER must identify the corresponding item of this NOTICE to which the document refers.
- 10.5.18** If any of the documents listed do not apply to the BIDDER's specific situation, the BIDDER must provide a justification in the form of a Declaration of Non-Existence of an Equivalent Foreign Document, in accordance with EXHIBIT 6.1 of this NOTICE.
- 10.5.19** All monetary amounts or percentages presented in the COMPETITIVE PROCESS must be expressed with two decimal places. In case of any discrepancy with this requirement, or if the application of any rule provided in this NOTICE—such as monetary correction, updating, and/or interest—results in values with more than two decimal places, such values shall be rounded as follows:
 - (i) if the digit immediately following the second decimal place is equal to or less than 4 (four), it and any subsequent digits shall be disregarded, and the second decimal place shall remain unchanged; and
 - (ii) if the digit immediately following the second decimal place is equal to or greater than 5 (five), it shall round the second decimal place up by one unit, which may affect the preceding digits accordingly.
- 10.5.20** Whenever possible, numerical values in the context of the COMPETITIVE PROCESS must be written both in figures and in words. In the event of any discrepancy between the two, the wording in full shall prevail.
- 10.6** The COMMISSION may, at its discretion and at any time during the COMPETITIVE PROCESS, request the presentation of original documents if necessary to convince it of

the integrity of the documentation scanned and uploaded to the B3 AUCTION PLATFORM.

- 10.7 The CONTROLLING SHAREHOLDER, as a BIDDER, must participate in the COMPETITIVE PROCESS individually and, to that end, shall submit all documentation required in VOLUMES 1 and 2 on the DOCUMENT SUBMISSION date and VOLUME 3 by the date specified in the SCHEDULE, in accordance with this NOTICE.

11 B3 AUCTION PLATFORM

- 11.1 All BIDDERS must, by the date of the DOCUMENT SUBMISSION, be registered on the B3 AUCTION PLATFORM, which can be carried out at any time in <https://leilao.paradigmabs.com.br/leilao-b3/Default.aspx>.

- 11.2 Users assigned to the BIDDERS in the registration stage on the B3 AUCTION PLATFORM must prove that they have powers to represent it in the manipulation of information in the system, according to the instructions of the B3 PROCEDURES MANUAL.

11.2.1 The user is not to be confused with the ACCREDITED REPRESENTATIVE provided for in this NOTICE, although he may perform both functions in the COMPETITIVE PROCESS, acting as a user of the BIDDER on the B3 AUCTION PLATFORM and as an ACCREDITED REPRESENTATIVE.

- 11.3 The registration for access to the B3 AUCTION PLATFORM by any interested party does not bind their participation in the COMPETITIVE PROCESS, being only a necessary step for access to the virtual environment in which the DOCUMENTS SUBMISSION will take place.

- 11.4 The BIDDERS will be responsible for the integrity of the connection with the B3 AUCTION PLATFORM during the acts that must be performed therein.

- 11.5 The BIDDERS must observe the navigation instructions on the B3 AUCTION PLATFORM contained in the B3 PROCEDURES MANUAL.

- 11.6 Interested parties may not claim ignorance of the operation of the B3 AUCTION PLATFORM due to errors in the input of files into the system.

- 11.7 It is the sole responsibility of the BIDDERS to carry out all the necessary measures for registration and access to the B3 AUCTION PLATFORM, as well as for the provision of the required documentation, subject to the provisions of this NOTICE

- 11.8 Any questions about the use of the B3 AUCTION PLATFORM shall be directed to B3, through the e-mail leiloes@b3.com.br.

12 PRE-IDENTIFICATION AND BID GUARANTEE (VOLUME 1)

- 12.1 For PRE-IDENTIFICATION purposes, the documents listed in this item and in the table contained in EXHIBIT 6 of this NOTICE must be submitted in VOLUME 1 – PRE-IDENTIFICATION AND BID GUARANTEE.

- 12.2 Proof of powers of representation 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) power of attorney granted to a legal representative residing and domiciled in Brazil, in accordance with the template provided in EXHIBIT 6.2 of this NOTICE; and
 - (b) documents evidencing the authority of the grantor(s).
- (ii) In the case of a CONSORTIUM:

- (a) power of attorney granted by the lead company to a legal representative residing and domiciled in Brazil, in accordance with the template provided in EXHIBIT 6.2 of this NOTICE;
 - (b) power of attorney granted by the consortium members to the lead company, in accordance with the template provided in EXHIBIT 6.2 of this NOTICE;
 - (c) documents evidencing the authority of the grantor(s);
 - (d) Consortium Formation Commitment, executed by public or private instrument, signed by the legal representatives of the consortium members, containing the following specific provisions:
 - (I) name of the CONSORTIUM;
 - (II) qualification of the consortium members;
 - (III) object of the CONSORTIUM;
 - (IV) structure of the CONSORTIUM, including the percentage of participation of each member;
 - (V) designation of the lead company, which shall be responsible to the CONTROLLING SHAREHOLDER for compliance with the commitments made in the ECONOMIC PROPOSTAL, without prejudice to the joint and several liability of the other consortium members;
 - (VI) obligation of the consortium members to provide the lead company with the information necessary for it to fulfill its responsibilities to the CONTROLLING SHAREHOLDER;
 - (VII) joint and several liability of the lead company and the consortium members for all acts performed by the CONSORTIUM, in accordance with applicable law; and
 - (VIII) commitment, in the event the CONSORTIUM is declared the SUCCESSFUL BIDDER, to assume the Special Purpose Company (SPE) under the terms of this NOTICE.
- 12.3** The ACCREDITED BROKERS, when hired, must submit the documents set out in the B3 PROCEDURES MANUAL, including the brokerage agreement between the ACCREDITED BROKER and the BIDDER.
- 12.4** For the BID GUARANTEE, the documents set out in this item must be submitted in VOLUME 1 – PRE-IDENTIFICATION AND BID GUARANTEE, in accordance with the procedures and templates provided in the B3 PROCEDURES MANUAL.
- 12.5** At least one BID GUARANTEE must be submitted in VOLUME 1 – PRE-IDENTIFICATION AND BID GUARANTEE.
- 12.6** BID GUARANTEES must be provided in one of the following forms:
- (i) bank suretyship;
 - (ii) performance bond;
 - (iii) capitalization bond;
 - (iv) government securities; or
 - (v) cash deposit (in BRL).
- 12.7** The BID GUARANTEE must be provided in the amount of BRL91,507,071.14 (ninety-one million, five hundred and seven thousand, and seventy-one reais and fourteen cents).
- 12.8** BID GUARANTEES may not be issued by a RELATED PARTY of the BIDDER.

- 12.9 The BID GUARANTEES must be valid for a minimum period of one (1) year from the DOCUMENT SUBMISSION date and may be extended at the sole discretion of the COMMISSION. Failure to meet this requirement shall result in the loss of the economic-financial QUALIFICATION criterion related to the BID GUARANTEE and the consequent inaptitude of the BIDDER from the COMPETITIVE PROCESS.
- 12.10 The BID GUARANTEE instrument may not contain any clause or condition that excludes the BIDDER's liabilities with respect to participation in the COMPETITIVE PROCESS, except for exclusions expressly provided for in applicable law.
- 12.11 The terms of the BID GUARANTEE may not be modified, except in cases expressly authorized by the COMMISSION.
- 12.12 In the event of renewal, and if one (1) year has elapsed since the date of submission of the ECONOMIC PROPOSTAL, the index used to update the BID GUARANTEE for inflation shall be the IPCA/IBGE – Extended Consumer Price Index of the Brazilian Institute of Geography and Statistics – or any replacement index, calculated based on the positive variation between the index number referring to two months prior to the DOCUMENTS SUBMISSION and the index number referring to two months immediately prior to the renewal of the BID GUARANTEE.
- 12.13 If the BIDDER participates individually, the BID GUARANTEE must be submitted in its own name.
- 12.14 In the case of participation by a CONSORTIUM, the BID GUARANTEE may be submitted either by a single BIDDER member of the consortium (on behalf of all other members) or jointly by two or more consortium members, provided that the total value of the combined guarantees meets the amount required in item 12.7 of this NOTICE.
- 12.15 In the event of a joint submission of the BID GUARANTEE, each consortium member may individually choose one of the guarantee types permitted under this NOTICE, without prejudice to the others selecting different types.
- 12.16 If the BIDDER participates as a member of a CONSORTIUM, BID GUARANTEES will not be accepted if issued in the name of the CONSORTIUM itself. In such cases, the BID GUARANTEE may be submitted: (i) in a single instrument issued in the name of one of the duly incorporated legal entities participating in the CONSORTIUM; or (ii) in separate instruments, each issued in the name of a consortium member.
- (i) In all cases: (i) the BID GUARANTEE must cover the obligations of the CONSORTIUM as a whole, and it is prohibited to submit a guarantee that covers only one of the consortium members; and (ii) the name of the CONSORTIUM, the corporate name of all consortium members, and the percentage of participation of each must be included in the BID GUARANTEE.
- 12.17 In the case of a BID GUARANTEE in the form of a performance bond:
- (i) the policy must name the BIDDER as the policyholder and ANTT as the beneficiary, and must comply with all applicable laws and regulations, including, without limitation, the rules issued by the Brazilian Private Insurance Superintendence – SUSEP applicable to performance bonds;
- (ii) the policy must be issued by an insurance company duly established and authorized by SUSEP to operate and registered with B3;
- (iii) the authenticity of digital performance bond policies must be verifiable on the website of the insurance company or SUSEP; and
- (iv) powers of attorney for the signatories must be provided if they are not already registered with B3 as authorized representatives of the insurance company.

- 12.18** In the case of a BID GUARANTEE in the form of a bank suretyship:
- (i) the letter of bank suretyship must name the BIDDER as the principal debtor party and must secure the BIDDER's obligations before ANTT;
 - (ii) the value must be expressed in Brazilian reais (BRL);
 - (iii) the guarantor must be a commercial, investment, or multiple-service bank authorized to operate in Brazil, in accordance with Brazilian law and applicable financial regulations, and must comply with limits on indebtedness and risk diversification as established by the Brazilian Monetary Council;
 - (iv) the bank must be classified as Tier 1 or Tier 2 (i.e., rated "A" or "B") in the long-term rating scale of at least one of the following credit rating agencies: Fitch Ratings, Moody's, or Standard & Poors;
 - (v) the bank suretyship must bear the signatures of the issuing entity's authorized officers, with evidence of their signatory powers;
 - (vi) the selected guarantor must be registered with B3;
 - (vii) the bank must use the EMVIA system to enable B3 to verify the authenticity of the suretyship letter;
 - (viii) the BIDDER must deliver, on the B3 AUCTION PLATFORM, on the date of DOCUMENTS SUBMISSION, the scanned bank suretyship letter;
 - (ix) the bank suretyship letter must also be delivered in person in its original physical form, at B3's headquarters, in the period between the business day following the date of the DOCUMENTS SUBMISSION (VOLUMES 1 and 2) and the business day prior to the date of the PUBLIC SESSION, during business hours (from 9 am to 6 pm, Brasília time);
 - (x) the bank suretyship letter must have the signatures of the guarantor's legal representatives notarized, and digital signatures are not allowed;
 - (xi) the bank guarantee letter must have an initials on the obverse and on the other pages that do not contain a signature; and
 - (xii) the bank suretyship letter must contain the signature of two witnesses.
- 12.19** In the case of a BID GUARANTEE in the form of a cash deposit, the deposit must be made at a branch of Caixa Econômica Federal chosen by the BIDDER, using an Identified Deposit, in accordance with the B3 PROCEDURES MANUAL.
- 12.20** If the BID GUARANTEE is provided in the form of government bonds, only the following will be accepted: 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;
- 12.21** For the purpose of providing the BID GUARANTEE, single-payment capitalization bonds with full redemption value will be accepted, in accordance with the rules set forth in the B3 PROCEDURES MANUAL;
- 12.22** The BID GUARANTEE must be included in VOLUME 1 and must contain, as applicable: (i) the bank suretyship instrument in favor of ANTT; (ii) the performance bond policy; (iii) proof of the cash deposit as set out in this NOTICE; (iv) proof of the book-entry blocking of the government bond, as per the B3 PROCEDURES MANUAL; or (v) proof of ownership of single-payment capitalization bonds with full redemption value, naming ANTT as the assignee, in accordance with EXHIBIT 5 – B3 PROCEDURES MANUAL.
- 12.23** The BIDDER must maintain the BID GUARANTEE valid and in full force until it has

fulfilled all its obligations under this NOTICE, as applicable, including the obligation to renew the guarantee before the COMMISSION, as many times as necessary, while the BIDDER remains interested in participating in the COMPETITIVE PROCESS.

- 12.24 B3 will only return a replaced BID GUARANTEE after the substitute BID GUARANTEE has been duly deposited.
- 12.25 The BID GUARANTEE must be collected by the BIDDER'S ACCREDITED BROKER within thirty (30) days after the COMPLETION OF THE COMPETITIVE PROCESS.
- 12.26 B3 will only carry out any transaction related to the deposited BID GUARANTEE upon an express and formal order from the COMMISSION.
- 12.27 The BID GUARANTEE may be enforced, in addition to other cases provided for in this NOTICE and by law, without prejudice to other applicable consequences, such as specific performance, imposition of penalties and/or liability of the BIDDER(s) for amounts owed or indemnifiable that exceed the amount of the BID GUARANTEE, in the following cases:
 - 12.27.1 delay or failure, in whole or in part, to fulfil the obligations arising from participation in the bidding process, including obligations that precede the COMPLETION OF THE COMPETITIVE PROCESS;
 - 12.27.2 engaging in acts intended to defraud, hinder, or delay the objectives of the bidding process and the COMPLETION OF THE COMPETITIVE PROCESS;
 - 12.27.3 nonconforming submission, failure to submit, or withdrawal of any documents required under this NOTICE (including the ECONOMIC PROPOSAL and QUALIFICATION documents) for the COMPETITIVE PROCESS and the COMPLETION OF THE COMPETITIVE PROCESS;
 - 12.27.4 failure to ratify the ECONOMIC PROPOSAL;
 - 12.27.5 refusal to make full and timely payments of the amounts set forth in this NOTICE (even if the refusal is by only one consortium member);
 - 12.27.6 refusal to provide clarifications or documents or to comply with requests from the COMMISSION within the deadlines and in accordance with the terms of this NOTICE; and/or
 - 12.27.7 to cover fines, penalties, B3 fees, or compensation potentially owed to the CONTROLLING SHAREHOLDER.
- 12.28 The COMMISSION will review VOLUME 1 – PRE-IDENTIFICATION AND BID GUARANTEE, with the assistance of B3, and will decide on the regularity of the documents.
- 12.29 The COMMISSION will publish the list of BIDDERS deemed eligible based on the PRE-IDENTIFICATION AND BID GUARANTEE documentation on the COMPETITIVE PROCESS website.

13 ECONOMIC PROPOSAL (VOLUME 2)

- 13.1 VOLUME 2 – ECONOMIC PROPOSAL shall contain exclusively the ECONOMIC PROPOSAL.
- 13.2 The ECONOMIC PROPOSAL must be submitted in writing, sealed in a specific envelope, and include the offer submitted by the BIDDER, in accordance with the ECONOMIC PROPOSAL template set forth in EXHIBIT 7.1 of this NOTICE, and must include:

- (i) the DISCOUNT RATE, expressed in two decimal places, corresponding to the PERCENTAGE DISCOUNT on the BASE TOLL TARIFF offered by the BIDDER;

13.2.1 The BASE TOLL TARIFF to be considered for the DISCOUNT RATE offer presented in the ECONOMIC PROPOSAL is BRL0.09355/km (nine thousand, three hundred and fifty-five hundredths of thousandths of reais per kilometer) for toll plazas P1 and P2 and BRL0.08392 (eight thousand three hundred and ninety-two hundredths of thousandths of reais per kilometer) for toll plaza P3 for homogeneous stretches of single lane, corresponding to the basic value of the toll tariff for category 1 of vehicles, referenced to January 2023, subject to the adjustments and revisions provided for in the AMENDMENT to be entered into between SPE and ANTT after the COMPLETION OF THE COMPETITIVE PROCESS.

13.3 When preparing the ECONOMIC PROPOSAL, the BIDDER must take into consideration:

- (i) the DISCOUNT ON THE BASE TOLL TARIFF;
- (ii) the ALLOCATION OF EARMARKED FUNDS related to the percentage DISCOUNT RATE offered;
- (iii) the obligations undertaken by the BIDDER as a result of its participation in the COMPETITIVE PROCESS;
- (iv) the obligations to be undertaken by the BIDDER under the SHARE PURCHASE AND SALE AGREEMENT and following the COMPLETION OF THE COMPETITIVE PROCESS;
- (v) the AMENDMENT TO THE CONTRACT to be entered into between the SPE and ANTT after the COMPLETION OF THE COMPETITIVE PROCESS;
- (vi) the discount, within the amount of the investments set out in the PER, resulting from tax benefits under REIDI – the Special Regime for Infrastructure Development Incentives, as provided for by the applicable legislation, from the time of initial habilitation in the regime through to the end of the CONCESSION TERM; and
- (vii) the estimated amount of the debt, of BRL1,008,429,055.00 (October/2026), deducted from the estimated balance of the guaranteed account in the issuance of debentures, whose value is estimated at BRL45,399,785.00 (October/26), which was considered for the purposes of calculating the selling value of the Concessionaire, and may be updated due to the provisions of the Self-Composition Agreement.

13.4 The BIDDER must include in its ECONOMIC PROPOSAL all costs, expenses, risks, and amounts it deems applicable. No claims or requests for revisions will be accepted in the future to modify or add amounts that were not included by the BIDDER.

13.5 The ECONOMIC PROPOSAL must consider the ALLOCATION OF EARMARKED FUNDS, which shall be mandatory for the SUCCESSFUL BIDDER, in accordance with the values shown in the table below, applicable to each 1% (one percent) of DISCOUNT RATE on the BASE TOLL TARIFF offered in its ECONOMIC PROPOSAL:

DISCOUNT RATE	ALLOCATION OF EARMARKED FUNDS per percentage of the DISCOUNT RATE on BASE TOLL TARIFF
$0 \leq \text{Discount} \leq 18\%$	No Additional Contribution
$18\% < \text{Discount} \leq 23\%$	BRL109,175,833.20 (one hundred and nine million, one hundred and seventy-five thousand, eight hundred and thirty-three reais and twenty cents)

DISCOUNT RATE	ALLOCATION OF EARMARKED FUNDS per percentage of the DISCOUNT RATE on BASE TOLL TARIFF
23% < Discount ≤ 30%	BRL131,010,999.84 (one hundred and thirty-one million, ten thousand, nine hundred and ninety-nine reais and eighty-four cents)
Discount > 30%	BRL163,763,749.80 (one hundred and sixty-three million, seven hundred and sixty-three thousand, seven hundred and forty-nine reais and eighty cents)

13.5.1 The calculation of the ALLOCATION OF EARMARKED FUNDS will consider, cumulatively, the percentage contained in each of the DISCOUNT RATE ranges on the BASE TOLL TARIFF applicable in the table above, and the ALLOCATION OF EARMARKED FUNDS must be calculated proportionally when the DISCOUNT RATE percentage is not full.

13.6 Submission of the ECONOMIC PROPOSAL constitutes an irrevocable and irreversible obligation to execute the SHARE PURCHASE AND SALE AGREEMENT by the BIDDER, and shall remain valid for a period of one (1) year from the DOCUMENT SUBMISSION, renewable for an equal period at the sole discretion of the COMMISSION. During such period, all terms and conditions of the proposal shall remain in full force and effect.

13.7 B3 shall be responsible for holding the ECONOMIC PROPOSALS until the PUBLIC SESSION, during which they shall be accessed and disclosed by the officer of the COMPETITIVE PROCESS.

14 PUBLIC SESSION OF THE COMPETITIVE PROCESS

14.1 The PUBLIC SESSION shall be conducted by B3, on behalf of the COMMISSION, at the B3's premises, on the date and time set forth in the SCHEDULE.

14.2 BIDDERS shall participate in the PUBLIC SESSION if deemed eligible by the COMMISSION, following the announcement of the results of the analysis of their VOLUME 1 –PRELIMINARY IDENTIFICATION AND BID GUARANTEE.

14.3 If one or more BIDDERS are deemed eligible by the COMMISSION, the PUBLIC SESSION shall begin with the disclosure of VOLUME 2 – ECONOMIC PROPOSALS.

14.4 The director of the PUBLIC SESSION shall access the VOLUME 2 envelopes of the eligible BIDDERS, read aloud the amounts of the written ECONOMIC PROPOSALS, and display the offers through B3's system, which will provisionally rank the proposals in descending order of DISCOUNT RATES offered.

14.5 Any ECONOMIC PROPOSAL that fails to comply with the provisions of this NOTICE shall be disqualified, including but not limited to proposals that: (i) fail to follow the template provided in EXHIBIT 7.1 of this NOTICE; (ii) contain erasures, smudges, interlineations, or language that prevents full and accurate understanding of its content; (iii) contain amendments, reservations, or omissions; (iv) include any conditions or terms not provided for in this NOTICE; (v) fail to offer a DISCOUNT RATE or offer a value lower than 0.00% (zero percent); or (vi) fail to offer the fixed PRICE.

14.6 The difference between the percentages of discount offered shall be verified, and qualified for the ORAL BIDDING STAGE shall be (i) the BIDDER preliminarily ranked first, and (ii) the BIDDERS that have offered a DISCOUNT ON THE BASE TOLL TARIFF up to 20% (twenty percent) lower in relative terms, or with a nominal difference of up to 5 (five) percentage points in relation to the highest discount offered, whichever results in broader coverage.

14.7 If no BIDDER meets the habilitation criteria for the ORAL BIDDING STAGE, the

SUCCESSFUL BIDDER shall be declared as the BIDDER that has offered the highest DISCOUNT RATE in the written ECONOMIC PROPOSAL.

14.8 If BIDDERS are qualified for the ORAL BIDDING STAGE, the following rules shall apply:

14.8.1 New offers of ECONOMIC PROPOSALS will only be allowed, including, if applicable, those offered by the CONTROLLING SHAREHOLDER, in percentages higher than the highest DISCOUNT RATE presented, until none of the BIDDERS offers an ECONOMIC PROPOSAL higher than the last ECONOMIC PROPOSAL presented by a BIDDER in the PUBLIC SESSION.

14.8.2 The director of the PUBLIC SESSION may, at the COMMISSION's discretion, establish a maximum time limit between oral bids, as well as a minimum percentage increment for new offers.

14.8.3 The BIDDER that offers the highest DISCOUNT RATE, in compliance with the requirements of this NOTICE, shall be declared the SUCCESSFUL BIDDER of the ORAL BIDDING STAGE.

14.8.4 Each oral bid shall be deemed a firm ECONOMIC PROPOSAL and may become the FINAL ECONOMIC PROPOSAL, binding the BIDDER unconditionally.

14.8.5 Upon conclusion of the oral bidding stage, and only in the event that verbal bids have been submitted, the SUCCESSFUL BIDDER must ratify its offer using the ECONOMIC PROPOSAL template provided in EXHIBIT 7.1 of the NOTICE. The ratification of the SUCCESSFUL BIDDER may occur by signing the document issued by the COMMISSION during the PUBLIC SESSION itself. In this case, the ACCREDITED BROKER shall also sign the document issued by the COMMISSION, confirming the bid submitted by the SUCCESSFUL BIDDER.

14.9 If there is a tie between the written ECONOMIC PROPOSALS offering the highest DISCOUNT RATE and no additional oral bids are made, the SUCCESSFUL BIDDER shall be determined by random selection in drawing lots.

14.9.1 In the event of a random selection, the first BIDDER selected shall be declared the SUCCESSFUL BIDDER. The event shall be conducted by the director of the PUBLIC SESSION, on behalf of the COMMISSION.

14.10 At the end of the PUBLIC SESSION, the director, on behalf of the COMMISSION, shall declare the SUCCESSFUL BIDDER.

14.11 The outcome of the PUBLIC SESSION shall be published by the COMMISSION on the COMPETITIVE PROCESS's official website on the date indicated in the SCHEDULE.

15 ANALYSIS OF THE QUALIFICATION DOCUMENTS (VOLUME 3)

15.1 Only the BIDDER ranked first in the PUBLIC SESSION shall be required to submit VOLUME 3, containing the documents listed in EXHIBIT 8 of this NOTICE, by the deadline set forth in the SCHEDULE.

15.2 The inaptitude of the BIDDER declared as the winner of the COMPETITIVE PROCESS shall result in:

15.2.1 The summoning of the remaining BIDDERS, in order of ranking, to submit VOLUME 3 containing the QUALIFICATION DOCUMENTS, until one BIDDER meets all the habilitation requirements and is declared the

SUCCESSFUL BIDDER; and

15.2.2 The full enforcement of its BID GUARANTEE.

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

- (i) A declaration stating that it is not participating in the COMPETITIVE PROCESS through another BIDDER, either directly or via a RELATED PARTY, pursuant to the template in EXHIBIT 8.4 of this NOTICE;
- (ii) A declaration accepting the terms and conditions of this NOTICE and its EXHIBITS and affirming that it is not barred from participating in the COMPETITIVE PROCESS, pursuant to the template in EXHIBIT 8.2 of this NOTICE;
- (iii) A declaration of compliance with Article 7, XXXIII, of the Federal Constitution, pursuant to the template in EXHIBIT 8.3 of this NOTICE;
- (iv) A declaration of financial capacity to fulfil the payment obligations set forth in this NOTICE, pursuant to the template in EXHIBIT 8.5;
- (v) A declaration of receipt and assessment of the documents and information related to the COMPETITIVE PROCESS, pursuant to the template in EXHIBIT 8.6 of this NOTICE; and
- (vi) An organizational chart of the economic group to which it belongs.

15.4 It is the responsibility of the COMMISSION to assess the regularity of the QUALIFICATION, with technical support from B3, following verification of the submitted documents. The COMMISSION may conduct clarifications, inquiries, or remediation of deficiencies, if needed.

15.5 Upon completion of the analysis of VOLUME 3 submitted by the SUCCESSFUL BIDDER, the COMMISSION shall render and publish its decision on the outcome of the review.

15.6 The inaptitude of all BIDDERS shall render the PUBLIC SESSION null and void.

16 APPEALS

16.1 The COMPETITIVE PROCESS shall include a single appeal stage.

16.2 Appeals must be filed within five (5) business days from the disclosure of the JUDGMENT MINUTES and must expressly specify the stage(s) of the COMPETITIVE PROCESS to which they refer.

16.3 BIDDERS who do not wish to file an appeal may waive the right to appeal during the appeal period by submitting a written request to the COMMISSION, which shall be included in the administrative file of the COMPETITIVE PROCESS.

16.4 Notification of the filing of an appeal shall be published on the COMPETITIVE PROCESS's website, and the other BIDDERS may submit counterarguments within five (5) business days from the date of such publication. The right to access the records shall be ensured.

16.5 Requests to access the records must be submitted by Electronic Filing System and forwarded to the COMMISSION

16.6 Appeals and counterarguments must be addressed to the COMMISSION, submitted in writing, supported by the relevant documents, and submitted by Electronic Filing System.

16.7 Appeals shall only be accepted if signed by legal representatives, ACCREDITED REPRESENTATIVES, attorneys-in-fact with specific powers, or any person duly sub-delegated such powers, provided supporting documentation is submitted.

- 16.8 Appeals and counterarguments filed after the deadlines set forth in this NOTICE or sent to electronic address different from that specified in item 16.6 of this NOTICE shall not be accepted by the COMMISSION.
- 16.9 Appeals against decisions rendered within the scope of this COMPETITIVE PROCESS shall be reviewed by the COMMISSION, which shall, after analyzing the grounds of the appeal and any counterarguments within five (5) business days: (i) uphold the challenged decision; or (ii) reconsider the decision. Such period may be extended upon justification.
- 16.10 The appeal review shall include applicable technical analyses and a legal opinion and shall be duly reasoned by the COMMISSION.
- 16.11 Reconsideration of the decision and acceptance of the appeal shall result, as applicable, in the annulment only of acts that cannot be preserved.
- 16.12 The outcome of the appeal review shall be made available on the COMPETITIVE PROCESS's website, and no further appeals shall be admitted against said decision.
- 16.13 The outcome of the appeal review may result in the publication of a new schedule by the COMMISSION for the repetition of the relevant acts, with all legal deadlines duly observed.
- 16.14 The final result of the COMPETITIVE PROCESS shall be published after the appeal ruling is disclosed, if appeals are filed. If no appeals are filed, publication shall take place after the expiry of the appeal period or the express waiver of such right by the BIDDERS in relation to the QUALIFICATION analysis.
- 17 PUBLICATION OF THE COMPETITIVE PROCESS OUTCOME
 - 17.1 The result of the COMPETITIVE PROCESS shall be disclosed by the COMMISSION on the COMPETITIVE PROCESS's website on the date set forth in the SCHEDULE. Disclosure may occur earlier if no BIDDERS have participated.
- 18 RATIFICATION AND AWARD OF THE OBJECT
 - 18.1 The result of the COMPETITIVE PROCESS shall be submitted to ANTT's Board of Directors by the COMMISSION within five (5) business days from the date of its publication.
 - 18.2 If the COMPETITIVE PROCESS has been won by the CONTROLLING SHAREHOLDER, it must meet the requirements applicable to the execution of the AMENDMENT, without the execution of a PURCHASE AND SALE AGREEMENT or TRANSFER OF CONTROL.
 - 18.3 ANTT's Executive Board shall RATIFY the result, AWARD the PURPOSE, and grant prior consent to the TRANSFER OF CONTROL.
 - 18.4 After the RATIFICATION and the AWARD of the PURPOSE, in case the COMPETITIVE PROCESS is won by a BIDDER other than the CONTROLLING SHAREHOLDER, the PURCHASER shall have access to all information and documents related to the SPE and the CONCESSION, aiming to adequately prepare itself to assume the operation.
 - 18.4.1 The access referred to in the previous item will be subject to the prior signature, by the PURCHASER and the SELLER, of a Non-Disclosure Agreement (NDA), under the terms and conditions agreed by them.
 - 18.4.2 The PARTIES shall ensure the secrecy, confidentiality and protection of personal data, in accordance with the applicable legislation, including the General Data Protection Law (LGPD).
 - 18.4.3 The right of access will cover, at least, all documents, technical,

administrative, operational, economic-financial and legal information related to the CONCESSION, including, but not limited to, contracts, reports, databases, systems and other records necessary for the full understanding of the operation and the proper transition of management.

18.4.4 Whenever requested by the PURCHASER, the SELLER must make available, within seven (7) days from the request, the information and clarifications necessary for the continuity of the operation, in a complete, reliable and timely manner, and the refusal or unjustified conditioning of its supply is prohibited.

18.5 After the RATIFICATION and AWARD of the PURPOSE, if the COMPETITIVE PROCESS has been won by a BIDDER other than the CONTROLLING SHAREHOLDER, ANTT's Executive Board will constitute a Transition Committee, with the purpose of coordinating the demobilization of the current CONTROLLING SHAREHOLDER and ensuring the continuity of the delegated public services until the assumption of the PURCHASER, being responsible for:

- (i) coordinating the corporate and operational transition process;
- (ii) supervise the continuity of the delegated public services during the Coexistence Phase; and
- (iii) report to ANTT pending issues, risks, non-conformities and recommendations.

18.5.1 The Transition Committee will be composed as follows:

- (i) Four (4) ANTT representatives, one (1) full coordinator and three (3) auxiliary members;
- (ii) Two (2) representatives of the SELLER being one (1) full member and one (1) alternate; and
- (iii) Two (2) representatives of the PURCHASER being one (1) full member and one (1) alternate.

18.5.2 The Transition Committee will be in force throughout the Coexistence Phase, according to regulatory and contractual verifications provided for in Resolution No. 6,063, of February 13, 2025.

18.6 From the RATIFICATION and AWARD of the PURPOSE, if the COMPETITIVE PROCESS has been won by a BIDDER other than the CONTROLLING SHAREHOLDER, the Coexistence Phase will begin, which will extend for thirty (30) days after the signing of the SHARE PURCHASE AND SALE AGREEMENT.

18.6.1 Before the start of the Coexistence Phase, ANTT will notify the SELLER and the PURCHASER to designate their respective transition teams.

18.6.2 During the Coexistence Phase, the SELLER shall: i) cooperate with the PURCHASER and ANTT, ensuring the proper transmission of knowledge and information; ii) to allow the monitoring of the operations of the highway system granted and the activities of the CONCESSIONAIRE by the PURCHASER, guaranteeing it broad access; iii) designate professionals with specialized knowledge in the areas relevant to the transition; iv) to interact with the PURCHASER, with ANTT and with the other agents involved in the operation of the highway system.

18.6.3 During the Coexistence Phase, the PURCHASER shall: i) ensure the preservation of the services provided by SPE until the TRANSFER OF CONTROL; and ii) carry out the surveys it deems necessary for the assumption of the CONCESSION.

18.6.4 The SELLER, if it performs acts or enters into business, after the closing of the DATA ROOM, that creates or may create, alter, modify or extinguish SPE's obligations and rights, must timely inform the COMMISSION and the PURCHASER until the effective TRANSFER OF CONTROL.

18.6.5 During the Coexistence Phase, until the TRANSFER OF CONTROL, the SELLER must obtain prior consent from the PURCHASER, for the practice of any acts or execution of business that create or may create, alter, modify or extinguish obligations and rights of the SPE, with effect after the execution of the SPA.

19 COMPETITIVE PROCESS WITHOUT TRANSFER OF CONTROL

19.1 In the event of sub-item 18.3, the formalization of the maintenance of the SPE to the CONTROLLING SHAREHOLDER and the signing of the AMENDMENT with the ANTT will be subject to the provisions of this NOTICE, in the following order, within forty-five (45) days, as of the RATIFICATION of the COMPETITIVE PROCESS, extendable, at the discretion of the COMMISSION:

- (i) proof of payment of B3 S.A.'s compensation, pursuant to sub-item 22.1 of this NOTICE, in the manner indicated by the entity;
- (ii) the prior consent by the Lenders for the execution of the AMENDMENT TERM;
- (iii) the presentation of the LETTER OF SURETYSHIP TO THE LENDER, in the amount of BRL974,550,000.00 (nine hundred and seventy-four million, five hundred and fifty thousand reais) on the base date of March 2025, in the form of EXHIBIT 12 to this Notice, and the amount must be updated according to the balance of the existing debt until the month prior to the call by ANTT for the signature of the AMENDMENT TERM, with the possibility of waiver, or presentation of another form of guarantee, at the discretion of the Lender;
- (iv) the presentation of EXHIBIT 13 – TERM OF INTEGRITY duly signed;
- (v) the ALLOCATION OF EARMARKED FUNDS, if any;
- (vi) the contribution and payment of Capital Stock, according to sub-item 19.3;
- (vii) the presentation of the Performance Guarantee Agreement, according to the AMENDMENT;
- (viii) the presentation of insurance policies, according to the AMENDMENT; and
- (ix) the fulfillment of the other conditions established in the SELF-COMPOSITION AGREEMENT.

19.2 As an alternative to the conditions listed in items 19.1 (ii) and (iii), a term of discharge of the FINANCING AGREEMENT, or another less onerous form of guarantee defined by the creditor, may be presented.

19.3 As a condition for the execution of the AMENDMENT TERM, the CONTROLLING SHAREHOLDER shall have the obligation to contribute and pay in the capital stock of the CONCESSIONAIRE in the amount of BRL316,386,736.66 (three hundred and sixteen million, three hundred and eighty-six thousand, seven hundred and thirty-six reais and sixty-six cents), with a base date of January 2023, duly corrected by the variation of the IPCA calculated in the period between November 2022 and two months before its effective contribution.

19.3.1 The amount referred to above may be reduced proportionally, up to the limit of 50% (fifty percent), if the net inflow of capital from third parties is demonstrated, which must be proven prior to the signing of the AMENDMENT TERM.

19.3.2 Net inflow of capital from third parties is considered to be the difference

between (a) the financial resources transferred to the CONCESSIONAIRE arising from credit opening agreements, issuance of debentures, promissory notes, among others, established by the CONCESSIONAIRE with a party not related to its economic group, with a term of more than two (2) years; and (b) payments made as interest, amortization and charges of debts or loans assumed by the CONCESSIONAIRE.

- 19.4 The COMMISSION shall, within ten (10) business days, analyze the conditions referred to in sub-item 19.1 and attest to their regularity, forwarding the process to ANTT's Executive Board for ratifying and summoning the CONTROLLING SHAREHOLDER to enter into the AMENDMENT TERM.
- 19.5 The CONCESSIONAIRE undertakes to pay or pay in installments the amounts registered as overdue debt, under the terms provided for in Law No. 10,522/02, or to request installment or transaction, under the terms provided for in Law No. 13,988/20, with the Federal Attorney General's Office within thirty (30) days from the execution of the AMENDMENT TERM.
- 19.6 The statement of the COMPLETION OF THE COMPETITIVE PROCESS will occur with the issuance of an act by ANTT ratifying the fulfillment of all the conditions necessary for the execution of the AMENDMENT TERM, and summoning the CONCESSIONAIRE to execute said instrument.
- 19.7 The disclosure 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 EXHIBITS and must occur within twenty (20) business days, counted from the date of its signature.

20 SHARE PURCHASE AND SALE AGREEMENT

- 20.1 Following the RATIFICATION and AWARD of the OBJECT of the COMPETITIVE PROCESS, the SUCCESSFUL BIDDER, provided it is not the CONTROLLING SHAREHOLDER, shall be summoned to sign the SHARE PURCHASE AND SALE AGREEMENT, in accordance with the draft provided in EXHIBIT 10 to this NOTICE.
- 20.2 The PURCHASER shall present a SPA GUARANTEE in favor of the SELLER, as the beneficiary, and deliver it directly to the COMMISSION, within seven (7) days after the RATIFICATION and AWARD of the OBJECT of the COMPETITIVE PROCESS, for: the signing of the PURCHASE AND SALE AGREEMENT, in accordance with the instructions contained in this NOTICE, with the purpose of guaranteeing the fulfillment of the obligations to be assumed by the PURCHASER in the PURCHASE AND SALE AGREEMENT, including, but not limited to, the payment of penalties and indemnities provided for therein.
 - 20.2.1 The SPA GUARANTEE presented by the PURCHASER will be submitted to the analysis of the SELLER, which may, within seven (7) days from its presentation, present any reasoned challenge as to its regularity, sufficiency or compliance with the provisions of this NOTICE, in which case the PURCHASER will be summoned by the COMMISSION to offer counter-arguments within seven (7) days.
 - 20.2.2 After the deadlines provided for in the previous sub-item, it shall be incumbent upon the COMMISSION, within seven (7) days, to certify the validity of the SPA GUARANTEE for the purpose of meeting the conditions necessary for the execution of the PURCHASE AND SALE AGREEMENT.
 - 20.2.3 The SPA GUARANTEE must be presented in the following modalities: (i) cash deposit; (ii) bank guarantee; (iii) public debt securities; (iv) capitalization bond; or (v) surety bond.

- 20.2.4** The value of the SPA GUARANTEE will be equivalent to BRL1,830,141.42 (one million, eight hundred and thirty thousand, one hundred and forty-one reais and forty-two cents).
- 20.2.5** The SPA GUARANTEE shall be valid for 1 (one) year from the date of signature of the PURCHASE AND SALE AGREEMENT.
- 20.2.6** The value of the SPA GUARANTEE must be updated if the time lapse between the publication of the Notice and the presentation of the SPA GUARANTEE is greater than 1 (one) year.
- (i) The index used for the monetary adjustment of the SPA GUARANTEE will be the IPCA/IBGE – Extended Consumer Price Index of the Brazilian Institute of Geography and Statistics Foundation – or the index that may replace it, being calculated based on the positive variation calculated between the index number referring to two months prior to the publication of the Tender Protocol and the index number referring to two months immediately prior to the presentation of the SPA GUARANTEE.
- 20.2.7** The terms of the SPA GUARANTEE may not be changed, except in cases expressly permitted by the COMMISSION.
- 20.2.8** The SPA GUARANTEE may be enforced in the event of losses and damages suffered by the CONTROLLING SHAREHOLDER due to total or partial default, by the PURCHASER, of the obligations assumed by it in the PURCHASE AND SALE AGREEMENT after its execution, even if it does not compromise the COMPLETION OF THE COMPETITIVE PROCESS.
- 20.3** As a condition for entering into the PURCHASE AND SALE AGREEMENT, the PURCHASER must prove, by presenting the relevant documentation, within forty-five (45) days from the date of the call by ANTT referred to in sub-item 20.1 extendable, at the discretion of the COMMISSION, compliance with the following conditions:
- (i) incorporation and registration of a Brazilian company, under Brazilian law, with headquarters and management located in Brazil, which shall be a party to the SHARE PURCHASE AND SALE AGREEMENT, if the PURCHASER submitted a proposal as part of a CONSORTIUM;
 - (ii) CADE's approval of the TRANSFER OF CONTROL of the SPE to the PURCHASER, in accordance with applicable legislation, without any condition that would restrict the immediate effectiveness of the TRANSFER OF CONTROL;
 - (iii) prior consent from the Lenders for the execution of the AMENDMENT TO THE CONTRACT and transfer of shareholding control, as required under the financing agreement between the SPE and the Lenders, as well as the release of any guarantees provided by the CONTROLLING SHAREHOLDER under said agreements;
 - (iv) presentation of the LETTER OF SURETYSHIP TO THE LENDER, in the amount of BRL974,550,000.00 (nine hundred and seventy-four million, five hundred and fifty thousand reais), on the base date of March 2025, in the form of EXHIBIT 12 to this Notice, and the amount must be updated according to the balance of the debt existing until the month prior to the call by ANTT for the signature of the PURCHASE AND SALE AGREEMENT, with the possibility of waiver, or presentation of another form of guarantee, at the discretion of the Lender;
 - (v) verification that the PURCHASER is not undergoing bankruptcy, judicial or extrajudicial reorganization, intervention, insolvency, or liquidation proceedings;
 - (vi) the full payment, by the PURCHASER, of the compensation due to B3, pursuant to item

- 22.1 of this NOTICE, in the manner indicated by the entity; and
- (vii) the prior approval of the insurers responsible for the insurance contracted by SPE, only in case of replacement of counter-guarantees offered by the CONTROLLING SHAREHOLDER.
- 20.4** The LETTER OF SURETYSHIP TO THE LENDER must be issued by a commercial, investment, and/or multiple-service bank duly authorized to operate in Brazil under Brazilian law and the applicable financial sector regulations, and that complies with the limits on indebtedness and risk diversification set by the National Monetary Council.
- 20.4.1** The guarantor must be a financial institution ranked in the first or second tier (i.e., with long-term ratings of “A” or “B”) by at least one of the following credit rating agencies: Fitch Ratings, Moody’s, or Standard & Poor’s.
- 20.4.2** The LETTER OF SURETYSHIP TO THE LENDER must have a minimum validity of two (2) years.
- 20.4.3** Any LETTER OF SURETYSHIP TO THE LENDER that does not strictly comply with the provisions of EXHIBIT 12 shall be deemed not submitted.
- 20.5** The conditions set forth in sub-item 20.3 (iii) and (iv) may be replaced by submission of a full settlement agreement for debts and financing with the Lender, or another form of less onerous guarantee as defined by the creditor.
- 20.6** If the SUCCESSFUL BIDDER refuses to sign the SHARE PURCHASE AND SALE AGREEMENT or fails to meet the precedent conditions set forth in sub-item 20.3 above within the period established in this NOTICE, or is sanctioned for any conduct described in item 23.1 of this NOTICE, the COMMISSION shall summon the remaining BIDDERS, in order of classification, to proceed in accordance with sub-item 15 of this NOTICE, without prejudice to the enforcement of the BID GUARANTEE provided by the SUCCESSFUL BIDDER.
- 20.7** The COMMISSION shall issue a certificate of compliance with the precedent conditions to execution of the SHARE PURCHASE AND SALE AGREEMENT (“SPA Confirmation”) within ten (10) business days of the submission of the documents.
- 20.8** The COMMISSION will forward the “SPA Confirmation” for approval by the ANTT Executive Board, which will issue a resolution on the fulfillment of the conditions and continuation of the rite.
- 20.8.1** The resolution referred to in the previous sub-item shall include the call for the execution of the PURCHASE AND SALE AGREEMENT, which act shall be linked to the presentation of any conditions of the SELLER.
- 20.9** After the ratification of the fulfillment of the conditions assigned to the PURCHASER, ANTT's Executive Board will open a period of seven (7) days for the SELLER to present the necessary conditions for the execution of the PURCHASE AND SALE AGREEMENT, whose compliance must be attested by the COMMISSION, observing the obligations set forth below, as well as those provided for in this NOTICE and in the SELF-COMPOSITION AGREEMENT.
- (i) The SELLER must prove that it is not in bankruptcy, self-bankruptcy, intervention, insolvency, judicial or extrajudicial reorganization, or judicial or extrajudicial liquidation.
- (ii) The SELLER shall promote, prior to the execution of the PURCHASE AND SALE AGREEMENT, the spin-off, assignment, transfer or, as the case may be, the autonomous formalization, in favor of SPE, of all contracts entered into within the scope of the SELLER and that have SPE as a party, intervening party or recipient of their effects, as well as ensure the segregation and individualization of shared corporate systems.

- 20.10** The SELLER may present the obligations of the sub-item above concomitantly with the term of sub-item 20.3.
- 20.11** If the presentation of the conditions assigned to the SELLER is made after the presentation provided for in sub-item 20.3, the COMMISSION will issue a Final Certificate from the SPA on compliance with the conditions assigned to the SELLER.
- 20.12** Once the Final Certificate of the SPA is issued, the PARTIES must enter into the PURCHASE AND SALE AGREEMENT.

21 COMPETITIVE PROCESS WITH TRANSFER OF CONTROL

- 21.1** The COMPLETION OF THE COMPETITIVE PROCESS with the TRANSFER OF CONTROL is subject to the fulfillment of the conditions and obligations set forth in this NOTICE and in the SHARE PURCHASE AND SALE AGREEMENT.
- 21.2** ANTT, the SELLER, the PURCHASER and the CONCESSIONAIRE shall carry out each step of the COMPLETION OF THE COMPETITIVE PROCESS as described in this NOTICE and its EXHIBITS.
- 21.2.1** The TRANSFER OF CONTROL shall take place on the same date as the signing of the SHARE PURCHASE AND SALE AGREEMENT and shall be carried out by the COMPANY under the terms of the SHARE PURCHASE AND SALE AGREEMENT, upon:
- (i) fulfillment of all conditions provided in item 20.3 of this NOTICE;
 - (ii) annotation of the transfer in the nominative share registry books.
- 21.2.2** The PURCHASER and the SELLER shall sign the respective CONTROL TRANSFER INSTRUMENT and cooperate with the CONCESSIONAIRE to fulfil all necessary formalities in accordance with the SHARE PURCHASE AND SALE AGREEMENT.
- 21.3** The declaration of the COMPLETION OF THE COMPETITIVE PROCESS will occur with the issuance of an act by ANTT ratifying the fulfillment of all the conditions necessary for the execution of the AMENDMENT.
- 21.4** Once the COMMISSION certifies the fulfillment of the conditions set forth in this NOTICE and in the PURCHASE AND SALE AGREEMENT, ANTT will summon the CONCESSIONAIRE to enter into the AMENDMENT.
- 21.5** After the execution of the PURCHASE AND SALE AGREEMENT, a period of five (5) days will be opened for the PURCHASER to prove compliance with the conditions necessary for the execution of the AMENDMENT TERM, by presenting the documents and performing the following acts, extendable, at the discretion of the COMMISSION:
- (i) the presentation of the EXHIBIT 13 – TERM OF INTEGRITY duly signed;
 - (ii) the ALLOCATION OF EARMARKED FUNDS, if any;
 - (iii) the contribution and payment of capital stock, according to sub-item 21.7;
 - (iv) the presentation of the Contract Performance Guarantee, according to the AMENDMENT TERM;
 - (v) the presentation of insurance policies, according to the AMENDMENT TERM; and
 - (vi) the fulfillment of all other conditions established in the SELF-COMPOSITION AGREEMENT.
- 21.6** The COMMISSION shall, within ten (10) business days, analyze the conditions referred to in the previous sub-item and attest to their regularity, forwarding the process to

ANTT's Executive Board for ratification and subsequent summoning of the PURCHASER to enter into the AMENDMENT TERM.

- 21.7 Once the CONTROL is TRANSFERRED, as a condition for the execution of the AMENDMENT, the PURCHASER will have the obligation to contribute and pay in the capital stock of the CONCESSIONAIRE in the amount of BRL316,386,736.66 (three hundred and sixteen million, three hundred and eighty-six thousand, seven hundred and thirty-six reais and sixty-six cents), with a base date of January 2023, duly corrected by the variation of the IPCA index number calculated in the period between November 2022 and two months before its effective contribution.
- (i) The amount referred to above may be reduced proportionally, up to the limit of 50% (fifty percent), if the net inflow of capital from third parties is demonstrated, which proof must occur prior to the execution of the AMENDMENT TERM.
 - (ii) Net inflow of capital from third parties is considered to be the difference between (a) the financial resources transferred to the CONCESSIONAIRE arising from credit opening agreements, issuance of debentures, promissory notes, among others, established by the CONCESSIONAIRE with a party not related to its economic group, with a term of more than two (2) years; and (b) payments made as interest, amortization and charges on debts or loans assumed by the CONCESSIONAIRE.
- 21.8 The CONCESSIONAIRE undertakes to pay or arrange for installment payments of the amounts registered as outstanding debt, pursuant to Law No. 10.522/02, or to request installment or settlement under Law No. 13.988/20, before the Office of the Federal Attorney General within 30 (thirty) days from the signing of the AMENDMENT TO THE CONTRACT.
- 21.9 The CONTROLLING SHAREHOLDER undertakes to assume the debt resulting from the calculation of assets and duties in the amount of BRL54,529,338.26 (fifty-four million, five hundred and twenty-nine thousand, three hundred and thirty-eight reais and twenty-six cents), at August 2025 prices, to be paid in sixty (60) monthly installments, pursuant to ANTT Resolution No. 5,830/2018, and the amounts must be deposited in an account linked to the CONCESSION and destined to the cost of the Zero Carbon Program, as provided for in the AMENDMENT TERM.
- 21.10 The disclosure 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 EXHIBITS and must occur within twenty (20) business days, counted from the date of its signature.

22 B3 COMPENSATION

- 22.1 The SUCCESSFUL BIDDER shall pay B3 the compensation amounting to BRL852,164.27 (eight hundred and fifty-two thousand, one hundred and sixty-four reais and twenty-seven cents), pursuant to EXHIBIT 5 of this NOTICE.
- 22.2 After the ratification of the proceeding, B3 shall issue and send a bank slip with a due date of 15 (fifteen) days from its issuance, to the ACCREDITED BROKER that represented the SUCCESSFUL BIDDER.
- 22.3 If the SUCCESSFUL BIDDER fails to fulfill the obligation to pay B3's compensation, B3 may request the COMMISSION to execute the BID GUARANTEE, pursuant to this NOTICE.
- 22.4 The compensation due to B3 shall be adjusted for inflation based on the positive variation of the Extended Consumer Price Index (IPCA), published by the Brazilian Institute of Geography and Statistics (IBGE), if the RATIFICATION OF THE COMPETITIVE PROCESS occurs more than one year after the base date of April 2026.

- 22.5 Upon full payment of the amount due, B3 shall issue a statement confirming receipt of its compensation and send it to the COMMISSION.
- 22.6 Any changes in the amounts provided for in this NOTICE for reimbursement of B3 will be subject to economic and financial rebalancing within the scope of contractual management, according to the guidelines contained in the AMENDMENT to be executed.

23 PENALTIES

- 23.1 The SUCCESSFUL BIDDER or the PURCHASER shall be subject to enforcement of the BID GUARANTEE or the SPA GUARANTEE, as applicable, in the following cases:
- 23.1.1 failure to submit the documentation required in this NOTICE;
 - 23.1.2 submission of false documentation;
 - 23.1.3 delays or obstructions to the COMPETITIVE PROCESS;
 - 23.1.4 failure to maintain the validity of the ECONOMIC PROPOSAL and respective BID GUARANTEE as provided in this NOTICE;
 - 23.1.5 improper conduct;
 - 23.1.6 breach of the principles of probity and good faith;
 - 23.1.7 unlawful acts;
 - 23.1.8 failure to submit or ratify the ECONOMIC PROPOSAL;
 - 23.1.9 false statements or tax fraud;
 - 23.1.10 being called upon within the validity period of the ECONOMIC PROPOSAL and failing to sign the SHARE PURCHASE AND SALE AGREEMENT or failing to meet the conditions required for its execution;
 - 23.1.11 failure to submit applications, documents, or information to ANTT, the Lender, or CADE within the prescribed deadlines;
 - 23.1.12 failure to meet the conditions established for the COMPLETION OF THE COMPETITIVE PROCESS under this NOTICE and the SHARE PURCHASE AND SALE AGREEMENT; and/or
 - 23.1.13 breach of any obligations set forth in this NOTICE or its EXHIBITS.
- 23.2 Without prejudice to enforcement of the BID GUARANTEE or the SPA GUARANTEE, as applicable, the SUCCESSFUL BIDDER or the PURCHASER shall also be liable for damages for any damages caused, in accordance with applicable law.

CHAPTER III – FINAL PROVISIONS

24 FINAL PROVISIONS

- 24.1 The COMPETITIVE PROCESS shall be concluded by means of an announcement to be published by the COMMISSION on the COMPETITIVE PROCESS website.
- 24.2 The BIDDERS shall be responsible for analyzing all documents, data and information related to the COMPETITIVE PROCESS and shall also bear all costs and expenses related to the actions required for preparing their ECONOMIC PROPOSAL as well as for participating in the COMPETITIVE PROCESS.
- 24.3 The BIDDER undertakes to inform ANTT, at any time, of any supervening fact or circumstance that may impair the conditions for QUALIFICATION, immediately upon its occurrence, under penalty of the sanctions set forth in this NOTICE.

The information and documents submitted by the BIDDERS within the scope of this COMPETITIVE PROCESS shall be treated with due confidentiality, as provided by law.