AMENDMENT TO THE CONCESSION CONTRACT

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On the [•] day of the month of [•], [•], the parties to this instrument, on the one hand, acting as the Concessionaire:

(1) **VIA BRASIL BR-163**, a corporation, with its registered office in the city of Sinop, state of Mato Grosso, at Avenida Sibipirunas, No. 2957, Bairro Setor Comercial, CEP 78.550-031, enrolled with the National Corporate Taxpayers' Registry under No. 44.067.725/0001-72, herein duly represented by [REPRESENTATIVE DETAILS]; and

and on the other hand, the Federal Government, through the:

(2) **NATIONAL LAND TRANSPORTATION AGENCY – ANTT**, a special federal regulatory agency and part of the indirect Public Administration, established by Law No. 10,233 of June 5, 2001, headquartered in Brasília, Distrito Federal, at Setor de Clubes Esportivos Sul – SCES, Lot 10, Section 03, Projeto Orla Polo 8, CEP (ZIP Code) 70.200-003, herein represented by its Director-General, Mr. Guilherme Theo Rodrigues da Costa Sampaio, [DIRECTOR'S DETAILS], hereinafter referred to as "**ANTT**", and jointly with the Federal Government, the Granting Authority.

The Concessionaire and ANTT, collectively referred to as the Parties, hereby execute this Amendment to the **Original Concession Contract** for the Federal Highways BR-163/MT, in the stretch between 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), which shall henceforth be governed in its entirety by the terms and conditions set forth below.

1. Initial Provisions

1.1. Definitions

1.1.1. For the purposes of this **Contract**, and without prejudice to other definitions set forth herein, the following terms shall have the meanings assigned below:

(i) **ABNT**: Brazilian Association of Technical Standards.

(ii) **Direct Agreement**: an optional instrument entered into with the fiduciary agent representing the **Lenders**, which establishes procedures for the exercise of **Lenders'** rights in relation to the **Concession**, with a view to ensuring full performance of the **Contract** and safeguarding the **Lenders**' interests.

(iii) **Rebalancing Increase**: amount to be transferred to the **Concessionaire's Operating Account** through adjustment of the **Earmarked Funds** rate on **Concession**'s **Gross Revenue**, used as a mechanism to preserve contractual balance between the services rendered and their compensation, based on the early completion of e Capacity Extension and Improvement Works and the completion of

Improvement Quota works, as provided for in the **Contract**, the **PER**, and **Annex 5**, through the application of **Factor A** and **Factor E**, respectively.

(iv) **Successful Bidder**: the **Bidder** that wins the **Competitive Process**.

(v) **Final Results Adjustment**: the final settlement prepared by **ANTT** to determine the economic and financial amounts due to each **Party** upon the termination of the **Concession**, as provided for in this **Contract**.

(vi) **Annex**: each of the documents annexed to the **Contract**.

(vii) **Notice Annex**: each of the documents annexed to the **Notice**.

(viii) **Concession Year**: each year within the **Concession Term**, counted from the effective date of this **Amendment to the Contract**.

(ix) **ANTT**: National Land Transportation Agency.

(x) **Conformity Assessment**: a systematic process with predefined rules, duly monitored and evaluated, to provide a proper level of confidence that a product, process, project, work or service complies with the requirements established in technical standards or regulations.

(xi) **Depositary Bank**: financial institution hired and remunerated by the **Concessionaire** to maintain and operate, pursuant to this **Contract** and the instrument set forth in **Annex 9**, the **Accounts Mechanism**.

(xii) **Concession Assets**: assets defined in Sub-clause 4.1.1.

(xiii) **Reversible Assets**: **Concession Assets** that, pursuant to specific regulations issued by **ANTT**, are considered essential to the provision of services and shall be returned to the **Granting Authority** at the end of the **Contract**.

(xiv) **Affiliated Company**: a company subject to the significant influence of another company. Significant influence exists when there is power to participate in the financial or operating policy decisions of the investee, without exercising control. Significant influence is presumed when holding 20% (twenty percent) or more of the voting capital of the investee without controlling it.

(xv) **Dispute Prevention and Resolution Board (Dispute Board)**: a panel established as set forth in this **Contract** to assist in resolving technical disagreements submitted to it during the **Concession Term**.

(xvi) **Concession**: meaning defined in clause 2.

(xvii) **Concessionaire**: it is defined in the preamble to the **Contract**.

(xviii) **Centralizing Account**: a bank account held by the **Concessionaire**, with restricted use, opened with the **Depositary Bank** and operated in accordance with this **Contract**, used for depositing the **Concession**'s **Gross Revenue**. It may be used to transfer funds among the **Concession Accounts** and to the **Operating Account** pursuant to this **Contract**.

(xix) **Adjustment Account**: a bank account held by the **Concessionaire**, with restricted use, opened with the **Depositary Bank** and operated only with **ANTT's** authorization. It is used to deposit funds generated by the **Concession** and to receive contributions from third parties (public or private) and may be used for the purposes of the **Final Results Adjustment**, the **Demand Risk Sharing Mechanism**, and the **Frequent**

User Discount, as well as the economic-financial rebalancing, as provided for in this **Contract**.

(xx) **Special Adjustment Account**: bank account held by the **Concessionaire** and with restricted movement, opened with the **Depositary Bank** and operated only with authorization from ANTT, intended for the deposit of amounts retained due to non-performance of the obligations assumed during the **Special Transition Period**, as well as for the payment of fines resulting from the verified non-performance of the **Original Concession Contract**, its use being restricted to the purposes set forth in this **Amendment Term**.

(xxi) **Contribution Account**: bank account held by the Concessionaire and with restricted movement, opened with the **Depositary Bank** for the purposes established in the **Notice**, and must be opened only if there is a deposit provided, being certain that, at the time of its incorporation, powers must be granted to ANTT for its operation by means of a **Contribution Transfer Notification**, for the purposes set forth in the **Notice** and the **Contract**.

(xxii) **Operating Account**: a bank account held by the **Concessionaire** with unrestricted use, which may be operated and encumbered by the **Concessionaire** in accordance with this **Contract**, subject to the terms of the **Direct Agreement** and other agreements and commitments entered into with the **Lenders**.

(xxiii) **Retention Account**: a bank account held by the **Concessionaire**, with restricted use, managed exclusively by the **Depositary Bank**, in which a portion of the amounts related to the **Earmarked Funds** shall remain deposited, specifically for the application of the **Foreign Exchange Protection Mechanism**, as provided in this **Contract**.

(xxiv) **Concession Accounts**: the **Adjustment Account** and the **Retention Account**, jointly.

(xxv) **Bypass Road**: set of works to build a new lane circumventing a specific urban stretch.

(xxvi) **Contract**: meaning defined in the preamble of this instrument as Amendment.

(xxvii) **Original Concession Contract**: means the **Concession Contract** entered into on April 1, 2022, under Notice No. 002/2021, and in force until the date provided in Clause 44.11.1 of this instrument.

(xxviii) **Subsidiary**: any legal entity or investment fund controlled by another person or investment fund, understood as such when the **Controlling Shareholder**, either directly or through other subsidiaries, holds a sufficient number of ownership rights to permanently prevail in corporate decisions and elect the majority of the **Subsidiary**'s officers, pursuant to Article 243, §2 of Law No. 6,404/76.

(xxix) **Controlling Shareholder**: any person or investment fund that exercises **Control** over another person or investment fund.

(xxx) **Control**: the power held by an individual or group of individuals bound by a voting agreement or under common control, who directly or indirectly, individually or jointly: (i) permanently hold voting rights ensuring the majority vote in corporate decisions and the election of most directors or managers of another person, investment fund, or pension entity, as applicable; and/or (ii) effectively direct the corporate activities and guide the operations of bodies of another person, investment fund, or pension entity.

(xxxi) **CVM**: Securities and Exchange Commission of Brazil.

(xxxii) **Assumption Date**: date of execution of the **Asset Listing and Transfer Agreement** (**Annex 1** to the **Contract**).

(xxxiii) **Tariff Step**: percentage increase scheduled for the **Base Toll Tariff**, as provided for in this **Amendment**.

(xxxiv) **Expropriation**: compulsory loss of title to a real property located outside the current right-of-way, for the benefit of the **Federal Government**, as defined in the **DUP**, upon fair and prior indemnification.

(xxxv) **Basic Toll Discount (DBT)**: a 5% (five percent) discount on the **Toll Tariff** for users who pay electronically and use Automatic Vehicle Identification (AVI).

(xxxvi) **Rebalancing Discount**: a reduction of the amounts to be allocated to the **Operating Account**, by adjusting the **Earmarked Funds** on the **Concession**'s **Gross Revenue**, used as a mechanism to maintain the contractual balance between the services provided and their compensation, in the event of non-compliance with the **Performance Parameters** of the **Structural Services Front (Recovery and Maintenance)** and the **Operational Services Front**, or failure to execute the works and services of the **Works Front**, as provided in this **Contract**, in the **PER**, and in **Annex 5**, through the application of **Factor D**.

(xxxvii) **Frequent User Discount (DUF)**: a discount applied by the **Concessionaire** to the **Toll Tariffs** payable by **Frequent Users**, as provided in **Annex 11**.

(xxxviii) **Eviction**: removal of unauthorized occupations within the current right-of-way of the granted section.

(xxxix) **DNIT**: National Department of Transport Infrastructure.

(xl) **DOU**: Federal Official Gazette.

(xli) **DUP**: Declaration of Public Utility.

(xlii) **Notice**: the Notice of Competitive Process for transfer of control No. [•]/[•], including its Annexes.

(xliii) **Original Notice**: Concession Notice No. 002/2021, including its Annexes.

(xliv) **Scope**: minimum works and services to be carried out by the **Concessionaire**, as established in this **Contract** and in the **PER**.

(xlv) **ESG** (*Environmental, Social and Corporate Governance*): refers to Environmental**,** Social, and Corporate Governance practices to be observed by the **Concessionaire**, as set forth in this **Contract** and in the **PER**.

(xlvi) **Improvement Quota**: percentage of improvement works, listed in **Annex 5**, to be executed by the **Concessionaire** at the request of **ANTT**, constituting a contractual obligation and entitling the rebalancing of the economic-financial equation as per **Annex 5**, through the application of **Factor E**, after completion of the work.

(xlvii) **Coexistence Phase**: period of interaction between the **Concessionaire** and the **Granting Authority** or the **Future Operator**, aimed at ensuring an appropriate operational transition and the continuity of adequate service provision, as defined in **Annex 7**.

(xlviii) **Factor A**: increment of the amounts allocated to the **Operating Account**, used as a mechanism for applying the **Rebalancing Increase** in the event of early completion of works and services of the **Works Front**, as set forth in **Annex 5**.

(xlix) **Factor C**: reduction or increase in the **Toll Tariff**, used as a mechanism for rebalancing the **Contract** applicable to events that impact revenue and designated funds only, as per the methodology set out in **Annex 6**.

(l) **Factor D**: reduction in the amounts allocated to the **Operating Account**, used as a mechanism to apply the **Rebalancing Discount** in cases of non-compliance with the **Performance Parameters** of the Structural Services Front (Recovery and Maintenance) and the Operational Services Front, and for delay or failure to carry out the works and services of the Works Front, as established in **Annex 5**.

(li) **Factor E**: increase aimed at **Operating Account**, used as a mechanism for applying the **Rebalancing Increase** related to the completion of works under the **Improvement Quota**, in accordance with **Annex 5**.

(lii) **Lenders**: individuals, agents or institutions responsible for financing and/or providing guarantees to the **Concessionaire** and holding rights arising from the **Concession**, as per Articles 28 and 28-A of Federal Law No. 8,987 of February 13, 1995.

(liii) **Marginal Cash Flow**: method for calculating the impact on the economic-financial balance of the **Contract** resulting from the inclusion of works and services in its Scope.

(liv) **Performance Bond of the Contract**: guarantee of the faithful performance of the contractual obligations by the **Concessionaire**, provided in favor of **ANTT**, as set forth in the **Contract**.

(lv) **Traffic Volume Trigger**: annual average daily volume (VDMA) moving equivalent for a given **Homogeneous Segment** of the **Highway System**, whose achievement indicates the need for capacity expansion, verified based on the moving average of 365 (three hundred and sixty-five) days, as provided for in the **Contract** and in the **PER**.

(lvi) **Accumulated Non-Performance Index (IIA)**: the ratio between the sum of the **Factor D** percentages set out in the tables in **Annex 5** applied due to contractual breaches and the sum of the **Factor D** percentages in the tables of **Annex 5** that could be applied based on the applicable contractual obligations.

(lvii) **Infra S.A.**: Federal public company providing planning, project structuring, engineering and innovation services in transportation, created after the merger of Empresa de Planejamento e Logística S.A. (EPL) by VALEC Engenharia, Construções e Ferrovias S.A.

(lviii) **Inmetro:** National Institute of Metrology, Quality and Technology.

(lix) **Inspection**: **Conformity Assessment** mechanism carried out through analysis and evaluation supported by calculations, measurements, gauges, and tests, depending on the object, aimed at verifying a product, project, work, facility, process or service and determining its compliance with **Technical Standards**, regulations, specifications, inspection schemes or contract, followed by a report of results.

(lx) **Interferences**: public or private utility installations, whether aerial, surface or underground, that may interfere or be interfered with, either directly or indirectly, by the activities under the responsibility of the **Concessionaire**.

(lxi) **IPCA**: Broad Consumer Price Index, published by the Brazilian Institute of Geography and Statistics (IBGE), and to be replaced by another index if it ceases to exist.

(lxii) **IRT**: adjustment index used to update the monetary values of the **Toll Tariff**, funds and the **Performance Bond of the Contract**, calculated based on the variation in the **IPCA** between November 2022 and the second month prior to the **Toll Tariff** adjustment reference date, according to the formula: *IRT = IPCAi / IPCAo* (where IPCAo is the index value for November 2022 and IPCAi is the index value for two months before the adjustment reference date).

(lxiii) **Bid**: offer submitted by the **Bidder** in accordance with the **Notice** of the **Competitive Process**.

(lxiv) **Auction**: all procedures related to the **Competitive Process**.

(lxv) **Accounts Mechanism**: all accounts related to the **Contract**, including the **Centralizing Account**, the **Concession Accounts**, and the **Operating Account**.

(lxvi) **Input Price Risk Sharing Mechanism**: financial protection mechanism for both the **Granting Authority** and the **Concessionaire** aimed at mitigating the effects of fluctuations in input prices, as provided in **Annex 14.**

(lxvii) **Demand Risk Sharing Mechanism**: pre-established mechanism for sharing demand risk, as set out in **Annex 13**.

(lxviii) **Foreign Exchange Protection Mechanism**: financial protection mechanism for both the **Granting Authority** and the **Concessionaire**, designed to mitigate the effects of exchange rate fluctuations on financing debts incurred by the **Concessionaire** with **Lenders** under the scope of the **Concession**, as set forth in **Annex 10**.

(lxix) **Supervising Ministry**: public entity of the Direct Administration responsible for formulating the sectoral policies related to highway concessions.

(lxx) **Toll Multiplier**: multipliers used to calculate the **Toll Tariff**, corresponding to vehicle categories.

(lxxi) **Technical Standards**: technical standards, manuals, specifications, and regulations issued by **ANTT**, **ABNT**, or **DNIT**, and other normative documents that reflect the current state of the art applicable to highway infrastructure.

(lxxii) **Final Results Adjustment Notification**: notification from **ANTT** to the **Depositary Bank** at the end of the **Final Results Adjustment** procedure, which may authorize, at the end of the **Concession**, the payment of indemnification to the **Concessionaire** using funds from the **Concession Accounts**, due to investments made and not amortized, as provided for in this **Contract**, including in the event of early termination of the **Concession.**

(lxxiii) **Foreign Exchange Compensation Notification**: notification from **ANTT** to the **Depositary Bank** for the purpose of implementing the **Foreign Exchange Protection Mechanism** in case of exposure of the

Concessionaire, authorizing the transfer of funds from the **Retention Account** to the **Concessionaire's Operating Account**.

(lxxiv) **Frequent User Discount Compensation Notification**: notification from **ANTT** to the **Depositary Bank** issued at the end of each assessment period for compensation due to the application of the **Frequent User Discount**, authorizing the transfer of funds from the **Adjustment Account** to the **Operating Account**, as provided for in this **Contract** and in **Annex 11**.

(lxxv) **Sector Compensation Notification**: notification from **ANTT** to the **Depositary Bank** for the purpose of implementing the **Input Price Risk Sharing Mechanism**, authorizing compensation in favor of the **Concessionaire** or the **Granting Authority**, under the terms of **Annex 14**.

(lxxvi) **Rebalancing Notification**: notification from **ANTT** to the **Depositary Bank** authorizing the payment of compensation to the **Concessionaire** to restore the economic-financial balance, through resources available in the **Adjustment Account**, as set out in this **Contract**.

(lxxvii) **Contribution Transfer Notification**: notification from **ANTT** to the **Depositary Bank** authorizing the transfer of funds from the **Contribution Account** to the **Adjustment Account**, or for another purpose set forth herein.

(lxxviii) **Service Level Maintenance Works**: set of capacity expansion works and services, including the adaptation of required structures, in accordance with the **Technical Parameters** as defined in this **Contract**.

(lxxix) **Supervening Works**: works carried out on the **Highway System** by public or private entities, including those resulting from agreements, leniency settlements, and court decisions, which are not assigned to the **Concessionaire** under the **PER** and which do not qualify as **Third-Party Interest Projects (PIT)**, and must be incorporated into the object of the **Concession** after their completion.

(lxxx) **Future Operator**: the party responsible for the **Highway System** after the end of the **Concession**.

(lxxxi) **Performance Parameters**: indicators established in the Contract and in the PER that express the minimum quality and quantity standards of the Highway System to be implemented and maintained throughout the **Concession Term**.

(lxxxii) **Technical Parameters**: minimum technical specifications established in the Contract and in the PER that must be observed in the works and services under the responsibility of the **Concessionaire**.

(lxxxiii) **Parties**: jointly, the **Concessionaire** and the **Granting Authority**.

(lxxxiv) **Related Parties**: with respect to the **Concessionaire**, any **Controlling**, **Affiliate** or **Subsidiary** entity, as well as those considered as such under applicable accounting standards.

(lxxxv) **Transition Period**: three-year period beginning on the effective date of this **Amendment to the Contract**, during which differentiated rules for monitoring contractual performance targets will apply, as set forth in this **Amendment to the Contract**, with its conclusion subject to the achievement of the minimum threshold of targets or to the completion of the consensual early termination procedures.

(lxxxvi) **Special Transition Period**: period that begins after the signature of the Report of the Consensual Settlement Commission and the approval of the draft of the Self-Composition Agreement by the respective governances and extends until the execution of this Amendment, being governed by a specific amendment, in which the obligations of the Concessionaire and the performance parameters to be observed are defined.

(lxxxvii) **Action Plan**: schedule of actions through quarterly targets for the execution of rehabilitation, capacity expansion, and improvement investments planned for the **Transition Period**.

(lxxxviii) **Granting Authority**: the Federal Government, as defined in Law No. 8,987, of February 13, 1995, or any entity designated thereby.

(lxxxix) **Related Party Transactions Policy**: document prepared and approved by the management bodies of the **Concessionaire**, which shall set forth the rules and conditions for conducting transactions between the **Concessionaire** and its **Related Parties**, pursuant to this Contract.

(xc) **Concession Term:** the duration of the Concession, as established in Clause 3 of this **Contract.**

(xci) **Contract Term**: duration of the **Contract**, starting from the effective date of this **Amendment to the Contract** and ending upon confirmation of the receipt of payments related to the **Final Result Adjustment**, formalized through the Final Adjustment and Settlement Agreement.

(xcii) **Competitive Process**: bidding procedure that may result in the change of corporate control of the **SPE**.

(xciii) **Highway Operation Program (PER)**: instrument set forth in Annex 2, containing conditions, targets, criteria, requirements, mandatory interventions, and minimum specifications determining the obligations of the **Concessionaire**.

(xciv) **Climate Resilience and Socio-Environmental Responsibility Program**: a set of actions that aim to provide adaptation capacity and resilience to infrastructure, in the face of the impacts of climate change, extreme weather events, and climate emergencies.

(xcv) **Bidder**: any legal entity, investment fund, pension fund, or consortium participating in the **Auction**.

(xcvi) **Gross Revenue**: sum of **Toll Revenue** and **Extraordinary Revenues** earned by the **Concessionaire** over the **Concession Term**, before deduction of applicable taxes.

(xcvii) **Toll Revenue**: revenue arising from the collection of **Toll Tariffs**, as provided for in this Contract.

(xcviii) **Net Toll Revenue**: Toll Revenue earned by the **Concessionaire** during the **Concession Term**, net of applicable taxes.

(xcix) **Extraordinary Revenues**: any complementary, ancillary, alternative, or associated project revenues derived from sources other than toll collection, sale of assets, and financial investments obtained by the **Concessionaire** from economic activities conducted within the road's right-of-way.

(c) **Tariff Reclassification**: procedure for adjusting the **Toll Tariff**, in accordance with the form and values pre-defined in this Contract, for

Homogeneous Segments whose reference works have been completed by the **Concessionaire**, or due to the completion of a set of capacity expansion and improvement works indicated, in compliance with the provisions of this **Contract** and the **PER**.

(ci) **Earmarked Funds**: funds to be deposited into the Concession Accounts to form a contingency reserve for the Concession, exclusively allocated to compensate events provided for in this Contract.

(cii) **Highway Concession Regulation (RCR)**: set of regulations issued by **ANTT**, by means of a Resolution, applicable to highway infrastructure concession contracts under the jurisdiction of the **National Land Transport Agency**.

(ciii) **Regulatory Status Report**: report prepared by **ANTT** for the benefit of the **Lenders**, issued annually, aimed at providing full transparency regarding the regulatory status of the **Concessionaire**, with its minimum content as provided in Clause 30.6 of this **Contract**.

(civ) **SAC**: Customer Service.

(cv) **Concession Balance**: balance remaining in the **Adjustment Account** after the use of the **Earmarked Funds** as provided in this **Contract**.

(cvi) **Open Road Tolling or Free Flow System**: toll collection system that does not require vehicle deceleration and operates without toll plazas, i.e., with free-flowing traffic.

(cvii) **Highway System**: the area of the Concession described in the **Highway Operation Program (PER)**, including all elements within the right-of-way, as well as access and entrance ramps, buildings and land, central, side, marginal or local lanes directly connected to or interconnected with the highway, shoulders, special engineering structures, and areas occupied by operational and administrative facilities related to the **Concession**.

(cviii) **SPE: Special Purpose Entity** incorporated by the winning **Bidder**, in the form of a corporation, that enters into this **Contract** with the **Granting Authority**, represented by **ANTT**.

(cix) **Base Toll Tariff (TBP)**: amount expressed to five (5) decimal places, corresponding to the basic **Toll Tariff** of R$ 0.09355/km (nine thousand, three hundred fifty-five hundredths of a real per kilometer) associated with toll plazas P1 and P2, and R$ 0.08392 (eight thousand three hundred ninety-two hundredths of a real per kilometer) associated with toll plaza P3, both for single-lane **Homogeneous Segments** for Category 1 vehicles, subject to the adjustments and revisions set forth in this **Agreement**, including the application of the **Tariff Steps** defined in subclause 19.2.

(cx) **Toll Tariff (TP)**: fee effectively charged to users, calculated and annually adjusted under this Contract for each Toll Plaza.

(cxi) **Amendment to the Contract**: meaning as defined in the preamble of this instrument.

(cxii) **Toll Plaza Coverage Section (TCP)**: the length of road coverage for a given toll plaza, for the purpose of determining and charging the **Toll Tariff**.

(cxiii) **Homogeneous Segment**: segment of the **Highway System** defined in the PER, whose characteristics are considered homogeneous for road capacity analysis purposes.

(cxiv) **Verifier**: Accredited **Inspection** Body (OIA), under Inmetro Ordinance No. 367/2017, as amended by **Inmetro** Ordinance No. 39 of February 6, 2020, or any regulation replacing them, as well as this Contract and **ANTT**'s regulations, responsible for performing **Conformity Assessment** services.

(cxv) **Construction Defects**: defects, anomalies, or pathologies that impair the performance of the **Highway System**, causing disruptions or harm to service users, possibly arising from design or execution failures, and encompassing both visible and hidden (latent) defects.

1.2. Interpretation

1.2.1. Except where the context does not allow such interpretation:

(i) the definitions in the Contract shall apply equally in their singular and plural forms; and

(ii) references to the Contract or any other document shall include any amendments and additions entered into by the Parties.

1.2.2. In the event of any discrepancy between the **Contract** and the **Annexes**, the provisions of the **Contract** shall prevail.

1.2.3. In the event of any discrepancy between the Annexes, those drafted by the **Granting Authority** shall prevail.

1.2.4. In the event of any discrepancy between Annexes issued by the Granting Authority, the most recent one shall prevail.

1.2.5. In the event of any discrepancy between the Contract and ANTT regulations, the provisions of the Contract shall prevail, except in the case of strictly procedural rules, in which case the prevailing regulation shall be the one in force.

1.2.6. With regard to technical requirements, in the event of conflict between **Technical Standards** and **ANTT** regulations, the provisions of the regulation shall prevail.

1.3. Annexes

1.3.1. The following Annexes are an integral part of the Contract, for all legal and contractual purposes:

(i) **Annex 1: Term of Listing and Transfer of Assets**;

(ii) **Annex 2: Highway Operation Program (PER)**;

(iii) **Annex 3: Bank Guarantee Template;**

(iv) **Annex 4: Surety-Bond Template;**

(v) **Annex 5: Factors D, A, and E;**

(vi) **Annex 6: Factor C;**

(vii) **Annex 7: Transition;**

(viii) **Annex 8: Direct Agreement;**

(ix) **Annex 9: Draft of the Concession Accounts Management Agreement**;

(x) **Annex 10: Foreign Exchange Protection Mechanism**;

(xi) **Annex 11: Frequent User Discount (DUF)**;

(xii) **Annex 12: Toll Plaza Coverage Sections and Homogeneous Segments for Tariff Reclassification**;

(xiii) **Annex 13: Demand Risk-Sharing Mechanism**

(xiv) **Annex 14: Input Price Risk Sharing Mechanism; and**

(xv) **Annex 15: Action Plan – Procedural and Reference Model; and**

(xvi) **Annex 16: Remaining Works from the Special Transition Period.**

1.4. Reference Date

1.4.1. All amounts stated in this Contract are referenced to March 2023 prices and must be updated by the IRT throughout the contractual term, except where expressly stated otherwise.

2. Purpose of the Contract

2.1. The purpose of the **Contract** is the **Concession** for the operation of infrastructure and the provision of the public service of rehabilitation, operation, maintenance, monitoring, conservation, implementation of improvements, capacity expansion, and maintenance of service levels for the **Highway System**, within the term and under the conditions set forth in the **Contract** and the **PER**, in accordance with the **Scope**, **Performance Parameters**, and **Technical Parameters** established.

2.2. The **Concession** shall be remunerated by the collection of **Toll Tariff** and other revenue sources, as provided for in this **Contract**.

2.3. This **Amendment to the Contract** governs the relationship between the **Parties**, fully replacing the terms and conditions set forth in the **Original Concession Contract** and its respective **Annexes**.

3. Concession Term

3.1. The **Concession Term** began on the **Assumption Date** of the **Original Concession Contract** and shall extend for twenty (20) years from the effective date of this **Amendment to the Contract**.

3.2. This **Concession** may not be subject to rebidding and/or extension, pursuant to Law No. 13,448 of June 5, 2017.

3.3. The **Concession Term** may be modified for the purpose of maintaining the economic-financial balance of the **Contract**, for a maximum term of five (5) years.

3.4. In cases where studies or bidding processes are underway for the replacement of the current **Contract** and there is insufficient time for the winner to assume the contractual obligations, the term may be extended as provided by law, beyond the maximum term set forth in sub-clause 3.3, with the **Concessionaire**'s consent and upon execution of an **Amendment to the Contract**, in order to avoid service disruption.

3.5. To execute any contractual instrument for alteration or extension, the following obligations must be observed:

I. specification of the respective term, the works or services to be carried out, the estimated values, and the **Toll Tariff** to be charged; and

II. compliance with the conditions and requirements established in the applicable legislation and ANTT regulations.

3.6. The **Toll Tariff** to be charged during the additional contractual period shall consider the investments, operational, maintenance, and conservation costs calculated by **ANTT**, which must be fully amortized during the **Concession Term**.

4. Concession Assets

4.1. Composition

4.1.1. The following **Concession Assets** are part of the **Concession**, the possession, safekeeping, maintenance, and surveillance of which are the responsibility of the **Concessionaire**:

(i) the **Highway System**, as modified during the **Concession Term**, in accordance with the terms of the **Contract**;

(ii) all assets related to the operation and maintenance of the Highway System:

(a) transferred to the **Concessionaire**, as listed in the **Term of Listing and Transfer of Assets**; and

(b) acquired, leased, or rented by the **Concessionaire** during the **Concession Term**, which are used in the operation and maintenance of the **Highway System**.

4.2. Assumption of the Highway System

4.2.1. The **Highway System** and the assets mentioned in sub-clause 4.1.1, 4.1.1(ii), 4.1.1(ii)(a) are those transferred to the **Concessionaire** by means of the Term of Listing and Transfer of Assets signed between the **Concessionaire**, **DNIT**, and **ANTT**.

4.2.2. Other assets comprising the **Highway System** and not listed in the Term of Listing and Transfer of Assets must be listed and submitted by the **Concessionaire** to **ANTT** upon identification, for the purpose of regularization and inclusion in the list of **Concession Assets**.

4.3. Restrictions on Disposal and Acquisition

4.3.1. The **Concessionaire** may only dispose of or transfer possession of the **Concession Assets** mentioned in sub-clause 4.1.1(b) if it ensures that they will remain in service of the **Concession** or proceeds with their immediate replacement with others of equivalent or superior technological currency and operational conditions, or upon prior and express consent from **ANTT**.

4.3.2. The **Concession Assets** may be leased or rented, regardless of ANTT's authorization.

(i) In the case of **Concession Assets** leased or rented by the **Concessionaire** that are classified as **Reversible Assets**, upon termination of the **Concession**, the **Granting Authority** may, at its sole discretion, succeed the **Concessionaire** in the relevant lease or rental agreements for such **Concession Assets**.

(ii) Agreements with third parties shall be entered into exclusively by the **Concessionaire**, and must include a termination clause in the event of **Concession** termination, except where the **Granting Authority** exercises its right to succession as set forth in item (a) above; and

(iii) **ANTT** shall not intervene in disputes between the **Concessionaire** and contracted third parties.

4.3.3. During the last three (3) **Concession Years**, the **Concessionaire** may not dispose of any **Reversible Assets** without **ANTT**’s prior express authorization.

4.3.4. All **Concession Assets**, as well as investments made therein, shall be fully depreciated and amortized by the **Concessionaire** over the **Concession Term**, in accordance with the applicable legislation. No claims for economic-financial rebalance shall be admissible upon termination of the contractual term.

4.3.5. The provisions of this sub-clause shall apply to all investment obligations set forth in the **PER**, regardless of the timing of their execution or the moment at which **ANTT** requests their performance.

5. Governmental Authorizations

5.1. The **Concessionaire** shall:

5.1.1. obtain, renew in a timely manner, and keep in force all licenses, permits, and authorizations necessary for the full performance of the activities under the **Concession**.

(i) Among the licenses referred to in this sub-clause, the **Concessionaire** shall obtain, renew, and keep in force:

(a) the licenses and authorizations required for the works set forth in the **PER**;

(b) the licenses and authorizations required for new works and services that may be requested by **ANTT**, as provided for in this **Contract**;

(c) land use and occupancy certificates from the Municipalities affected by the **Concession**, whenever requested by **ANTT** or necessary for obtaining environmental licenses and other authorizations;

(d) licenses and authorizations for construction sites, quarries, and support areas;

(e) water use rights required for the execution of the **Concession** works and services; and

(f) all licenses necessary for the operation of the Concession.

5.1.2. take all actions required by the competent authorities, in accordance with the applicable legislation, to obtain, renew, maintain, or regularize the licenses, permits, and authorizations necessary for the full performance of the activities under the **Concession**, bearing the related costs and expenses.

5.1.3. comply with all existing or future conditions imposed by the competent authorities, including those related to indigenous lands, quilombola communities, and archaeological sites, and bear all associated costs, even if the license was obtained or requested by third parties or by the **Granting Authority**, subject to the risk-sharing mechanism provided in sub-clause 5.6.

5.2. With the exception of works scheduled for completion during the **Transition Period**, the **Concessionaire** shall provide **ANTT** with evidence of progress in obtaining environmental licenses and authorizations from the respective authorities, in accordance with the **Concessionaire**'s five-year and annual plans, based on the following documents and deadlines:

I. Issuance of the Terms of Reference (TR) by the competent environmental authority at least thirty-six (36) months prior to the planned start date of the works;

II. Issuance of the Preliminary License (LP) by the competent environmental authority at least eight (8) months prior to the planned start date of the works; and

III. Issuance of the Installation License (LI) by the competent environmental authority by the planned start date of the works.

5.3. Delays in obtaining environmental licenses and authorizations for which the **Concessionaire** is not responsible shall not result in penalties related to the execution of the corresponding works, nor shall they be deemed a breach of the provisions that trigger the consequence measures referred to in sub-clause 45.5 concerning the **Transition Period**, without prejudice to the application of the **Rebalancing Discount**.

5.4. The **Concessionaire** may not claim exemption from its obligation to meet the deadlines for the execution of works and services set forth in the **PER** on the grounds of partial issuance of licenses and authorizations.

5.5. The fulfilment of existing conditions referred to in sub-clause 5.1.3 shall include all obligations arising from the environmental licensing process carried out for the **Highway system** prior to the execution of this **Amendment to the Contract**.

5.5.1. The **Concessionaire** shall comply with such conditions as established in the environmental licensing process and related judicial decisions, including through obligations to perform or to pay.

5.5.2. All expenditures related to compliance with the environmental conditions existing at the time of execution of this **Amendment to the Contract** shall be borne by the **Concessionaire**, including any additional expenditures that may arise due to renewals or changes in the conditions contained in existing environmental licenses and authorizations, in accordance with sub-clause 5.1.3.

5.6. Risk Sharing for Environmental Licensing Conditions

5.6.1. For the purposes of complying with environmental licensing conditions, the **Concessionaire** has accounted for the amount of R$933,431,914.73 (nine hundred and thirty-three million, four hundred and thirty-one thousand, nine hundred and fourteen reais and seventy-three centavos), as of the reference date of January 2023, which shall be adjusted annually as of the effective date of this **Amendment**, by the **IRT**.

5.6.1.1. The amount allocated for compliance with environmental conditions shall be used to cover expenditures related to the actions referred to in sub-clause 5.1.3.

5.6.1.2. Costs related to legal counsel, notarial expenses, court fees, and attorneys' fees shall be borne by the **Concessionaire**, and no economic-financial rebalance shall be admissible.

5.6.2. The **Concessionaire** shall bear all investments, payments, costs, and expenses arising from the implementation of the actions referred to in sub-clause 5.1.3. Economic-financial rebalance shall be granted for 80% (eighty percent) of the amount actually spent exceeding the amount set forth in sub-clause 5.6.1, through a **Rebalancing Notification**, using **Earmarked Funds**, subject to **ANTT**'s approval of the related accountability documents.

5.6.2.1. The amounts actually spent by the **Concessionaire** shall be accounted for annually and adjusted by the **IRT** to allow for proper comparison with the amount provided for in this sub-clause 5.6.1, subject to accountability approved by **ANTT**.

5.6.2.2. Any economic and financial rebalance in favor of the **Concessionaire**, resulting from amounts exceeding the amount set forth in the sub-clause 5.6.1, shall be carried out in the Ordinary Review following the verification of the amounts actually spent.

5.6.2.3. In the event that the amounts spent and foreseen do not exceed the amount mentioned in sub-clause 5.6.1 until the end of the 10th (tenth) **Concession Year**, there will be a restoration of the economic and financial balance of the remaining balance.

5.6.2.4. Once the economic and financial balance provided for in sub-clause 5.6.2.3 has been restored, if there is a need for new investments, payments, costs or expenses arising from the execution of the acts referred to in sub-clause 5.1.3, the Concessionaire shall be entitled to reimbursement of 100% of the amounts spent until the total amount spent reaches the amount indicated in sub-clause 5.6.1. The excess amounts will be shared between the Parties in accordance with sub-clause 5.6.2.

5.6.3. The amounts to be considered for the purposes of the Risk Sharing for Environmental License Conditions shall be verified through the submission of supporting documentation for approval by **ANTT**, in accordance with the rules set forth in this **Contract** and any applicable specific regulations.

5.6.4. Should the **Concessionaire**, of its own accord, carry out works and investments that do not comply with the terms of any existing environmental licensing process it has assumed, it shall bear full responsibility for any risks arising from such decision.

6. Right-of-Way

6.1. Expropriations

6.1.1. It shall be the responsibility of the **Concessionaire**, as the delegated entity of the **Granting Authority** and under **ANTT's** oversight, to carry out expropriations and administrative easements, to propose administrative restrictions, and to temporarily occupy real estate required for the execution and maintenance of works and services related to the **Concession**, in accordance with the **PER**.

6.1.2. The **Concessionaire** shall make every effort, in dealings with the owners or occupants of the areas designated for the implementation of the facilities required for the operation of the **Concession**, to amicably secure the release of such areas.

6.1.3. The initiation and completion of legal proceedings for expropriation, establishment of administrative easements, imposition of administrative restrictions, and temporary occupation of real estate shall be the sole responsibility of the **Concessionaire**.

6.1.4. The **Concessionaire** shall maintain updated records of all expropriations conducted and of all documents evidencing the transfer of ownership to the **Granting Authority**, within the period established under applicable regulations.

6.1.5. Declaration of Public Utility – DUP

6.1.5.1. It shall be incumbent upon **ANTT** to secure the DUP, upon duly justified request from the **Concessionaire**, and in accordance with the deadlines and procedures set forth in applicable legislation and **ANTT** regulations, in order to meet the works schedule.

6.1.5.2. The failure to obtain the DUP within six (6) months from the **Concessionaire's** request to **ANTT** shall not result in liability for the **Concessionaire**, provided that such delay is demonstrably not attributable to it, without prejudice to the application of the **Rebalancing Discount**.

6.2. Regularization and Eviction of the Right-of-Way

6.2.1. The **Concessionaire** shall be responsible for maintaining the integrity of the right-of-way of the **Highway System** throughout the **Concession** duration, taking all necessary measures, including judicial ones, to regularize and **Evict** the area if occupied by third parties, even if such occupation occurred prior to the effective date of this **Amendment to the Contract**.

6.2.2. The regularization of the right-of-way shall comply with the regulations issued by **ANTT**.

(i) The removal of irregular occupations from the right-of-way, whether or not prior to the effective date of this **Amendment to the Contract** may involve: mere removal of obstacles; compensation related to improvements; indemnification and/or resettlement, in the case of family units considered socioeconomically vulnerable; offer of social rent; assisted purchase; construction of housing units; appropriate legal measures, if necessary; and

(ii) other measures permitted by applicable law that may prove more effective.

6.2.3. Resettlement may be adopted as an alternative or in combination with indemnification, with the purpose of restoring the living conditions of the affected population by providing housing solutions that are compatible with the standard of the evicted properties.

6.2.4. The removal of irregular occupations from the right-of-way, prior to the effectiveness of this **Amendment to the Contract**, will be subject to the rules of risk sharing of **Expropriations and Evictions**.

6.2.5. The implementation of social compensation measures aimed at mitigating the losses of difficult quantification for the displaced population—such as the breakdown of social ties and changes in lifestyle—shall be the responsibility of the **Concessionaire**, which shall follow the best practices observed in the country, upon demonstration of actual necessity, applying the shared risk of **Expropriations and Evictions**.

6.2.6. Invasions of the right-of-way occurring after the effective date of this **Amendment to the Contract** shall be prevented by the **Concessionaire**, including through judicial measures where necessary. The **Concessionaire** shall bear full responsibility for maintaining the integrity of the right-of-way, not applying the shared risk of **Expropriations and Evictions**.

(i) The **Concessionaire** shall submit to **ANTT**, within six (6) months of the effective date of this **Amendment to the Contract**, a resettlement program, in accordance with applicable **ANTT** regulations, if any, detailing the actions required to meet the targets for regularization and **Eviction** of the **Concession**, that must follow the deadlines described in the **PER**, pursuant to the guidelines set forth by the **Supervising Ministry**.

6.2.7. The **Concessionaire** shall submit an annual report to **ANTT** demonstrating implementation of the plan presented and the absence of unlawful occupations within the right-of-way, according to milestones set forth in **PER**.

6.2.8. Only **ANTT**, following a technical opinion from the **Concessionaire**, shall be entitled to authorize the opening of new access points or easements to the **Highway System**.

6.3. Risk Sharing for Expropriations, Regularizations, and Evictions

6.3.1. The **Concessionaire** has considered, for **Expropriation and Evictions** purposes, the amount of R$ 122,060,934.87 (one hundred twenty-two million, sixty thousand, nine hundred thirty-four reais and eighty-seven centavos), based on the reference date of January 2023, to be adjusted annually, as of the effective date of this **Amendment to the Contract,** by the **IRT**.

6.3.1.1. The amount estimated for **Expropriation and Eviction** shall be used to cover the expenses relating exclusively to the acts described in sub-clauses 6.1.1 and 6.2.1.

6.3.2. The amounts actually spent by the **Concessionaire** shall be accounted for annually and updated by the IRT for the appropriate comparison with the amount provided for in this sub-clause, upon rendering of accounts approved by **ANTT**.

6.3.3. The **Concessionaire** shall bear all investments, payments, costs, and expenses arising from the execution of the acts described in sub-clauses 6.1.1 and 6.2.1. Economic and financial rebalancing shall be granted in the amount of 80% (eighty percent) of the actual expenditure that exceeds the amount set forth in sub-clause, by means of a **Rebalancing Notification**, using **Earmarked Funds**, upon submission of accounts approved by **ANTT**.

6.3.3.1. The amounts actually spent by the **Concessionaire** shall be recorded annually and adjusted by the **IRT** for proper comparison with the amount provided in this sub-clause, upon submission of accounts approved by **ANTT**.

6.3.3.2. Costs related to legal counsel, court fees, notarial expenses, property registration and appraisal, issuance of **DUP** and any type of professional fees shall be borne by the **Concessionaire** and shall not be subject to economic and financial rebalancing.

6.3.3.3. The recomposition shall be carried out preferably through a **Rebalancing Notification**, using **Earmarked Funds**, upon submission of accounts approved by **ANTT**.

6.3.3.4. Any recomposition of the **Concessionaire**’s economic and financial position arising from amounts exceeding that set forth in sub-clause 6.3.1 shall occur during the Ordinary Review following verification of the actual expenses incurred.

6.3.3.5. If the actual expenditures do not exceed the amount stated in sub-clause 6.3.1, there shall be no economic and financial rebalancing of the remaining balance.

6.3.4. Payment of indemnity by the **Concessionaire** to the expropriated or evicted third party or to the party whose property has been subject to an administrative easement or provisionally occupied for the purposes set forth in the **Contract**, shall be based on an appraisal report signed by a valuation engineer or a specialized expert.

6.3.5. Any resources used to carry out resettlements must be proportional to the amounts that would be paid as indemnity as provided for in this sub-clause.

6.3.6. The amounts to be considered for the purposes of **Risk Sharing for Expropriations and Evictions** shall be verified through supporting documentation submitted for validation by **ANTT**, pursuant to the provisions of this **Contract** and any specific regulation, if applicable.

6.4. Projects of Interest to Third Parties (PIT)

6.4.1. Any person may request the implementation of a project of their interest to the **Concessionaire**, at their own expense and risk, in accordance with the applicable regulations.

6.4.2. A project of interest to a third party may involve any activity or enterprise not prohibited by law.

6.4.3. The authorization for a project of interest to a third party is provisional in nature and may be revoked at any time by **ANTT**, based on a duly justified public interest, either ex officio or at the request of any interested party.

6.4.4. The operation of a project of interest to a third party may not hinder the performance of the **Contract**.

6.5. Transfer of Right-of-Way Areas

6.5.1. The **Concessionaire** may be required by the **Granting Authority** to transfer part of the right-of-way for the construction of the Ferrogrão – EF-170 railroad.

6.5.2. For the transfer referred to in this subclause, the **Concessionaire** shall be financially compensated by the future concessionaire of the EF-170 or through an economic and financial rebalancing of this **Contract**, only if it demonstrates that additional costs are incurred in fulfilling its contractual obligations.

(i) The costs associated with the bureaucratic and administrative procedures for the transfer referred to in this subclause—including, but not limited to, surveys, analysis, studies, and negotiations—shall not be purpose to compensation or economic and financial rebalancing.

7. Projects

7.1. The **Concessionaire** shall prepare and keep up to date the executive designs required for the execution of the works under the **Concession**, which must fully comply with the deadlines and conditions set forth in the **PER** and **ANTT** regulations.

7.2. The **Concessionaire** shall obtain **ANTT**'s non-objection for the execution of works and services through the submission of preliminary designs, except in the case provided for in sub-clause 7.2.5, and shall submit the executive design as a condition for commencing execution, in accordance with the deadlines set out in this clause and, additionally, in **ANTT** regulations.

7.2.1. The procedures for analyzing preliminary designs and submitting executive designs shall be considered part of the timeframe for obtaining authorization to begin works.

7.2.2. If the documents and information are submitted incompletely or in breach of **ANTT** regulations, the **Concessionaire** shall resubmit them in compliance with **ANTT**'s recommendations, without prejudice to the penalties provided in this **Contract** and in **ANTT**'s regulations.

7.2.3. The **Concessionaire** shall bear the costs arising from any need to adjust the designs, even if such need results from the materialization of risks allocated to the **Granting Authority**.

7.2.4. Any delays in **ANTT**'s analysis shall not be attributed to the **Concessionaire** when the documents were submitted in accordance with the **Technical Standards**, the **Contract**, and **ANTT**'s regulations, without prejudice to the application of the **Rebalancing Discount**.

7.2.5. For works that are partially or fully compensated through **Marginal Cash Flow**, the non-objection shall be governed by **ANTT**'s regulations.

7.3. Any changes to designs already accepted by **ANTT** must follow **ANTT**'s regulatory procedures.

7.3.1. In any event, requests for changes to the design do not exempt the **Concessionaire** from complying with the originally agreed deadlines.

7.3.2. It is the **Concessionaire**'s responsibility to submit the design changes to the competent environmental authorities.

7.4. Alternative solutions are admitted, upon approval by **ANTT**, provided that an equal or higher degree of functionality and road safety is preserved in relation to the solutions originally provided for in the **Contract**, and no claim for economic and financial rebalancing is applicable due to these changes.

7.5. The **Concessionaire** shall submit the preliminary designs related to the Capacity Expansion Works and Improvement provided in the **PER** at least one (1) month prior to the scheduled start date of the works during the **Transition Period** and eighteen (18) months prior to the scheduled start date of the other works.

7.6. The **Concessionaire** shall submit preliminary designs for **Improvement Quota** works no later than six (6) months after being requested by **ANTT**.

7.7. The **Concessionaire** shall submit executive designs for **Service Level Maintenance Works** within twelve (12) months of reaching the **Traffic Volume Trigger** provided in the **PER**, in accordance with the following premises:

I. Submission of the preliminary design including a parametric budget and a draft schedule within six (6) months for **ANTT**'s approval.

II. Following **ANTT**'s decision, the **Concessionaire** shall submit the final executive design within six (6) months.

III. The variation between the values presented in the preliminary design and those in the final executive design shall be limited to 30% (thirty percent), under penalty of reassessment by **ANTT**.

7.8. If the environmental licensing process requires changes to preliminary designs already submitted to **ANTT**, the **Concessionaire** shall resubmit them within two (2) months from the event that prompted the changes.

7.9. Preliminary and executive designs must comply with current **ABNT**, **DNIT**, and **ANTT** standards, manuals, and regulations, and must include the respective Technical Responsibility Annotations**.**

7.9.1. The non-objection to preliminary designs and the receipt of executive designs by **ANTT** does not entail any technical responsibility on its part.

7.9.2. The **Concessionaire** shall observe environmental laws and the guidance of environmental authorities, where applicable, when preparing the preliminary and executive designs.

7.10. If the executed work fails to comply with the **Technical Standards** and **Technical Parameters** or does not meet the **Performance Parameters** set forth in the **PER**, any necessary corrections or adjustments shall be made at the **Concessionaire**'s expense, with no right to economic-financial rebalancing.

7.11. The **Concessionaire** shall submit an executive design **Inspection** certificate issued by the **Verifier**.

7.11.1. Submission of the **Inspection** certificate as provided in the sub-clause is a requirement for **ANTT** to receive the executive design, pursuant to Clause 9.

8. Works and Services

8.1. Guidelines for the Execution of the Works and Services

8.1.1. The **Concessionaire** shall carry out the works and services necessary to fulfil the object of the **Contract**, fully complying with the **Performance Parameters**, the **Scope**, the **Technical Parameters**, and other requirements set forth in the **Contract** and in the **PER**, also observing the following obligations related to **Conformity Assessment** regarding the requirements specified in **Technical Standards**:

(i) The **Concessionaire** shall implement a Quality Management System, an Environmental Management System, and a Road Safety Management System as provided for in the **RCR**.

8.1.2. For compliance with the provisions of the sub-clause 8.1.1, if there are not at least three (3) certification bodies accredited by **Inmetro** for the required scope, the **Concessionaire** may submit a certificate of conformity issued by a non-accredited certification body.

(i) Upon subsequent accreditation of at least three (3) certification bodies, the **Concessionaire** shall have two (2) years to resubmit the certificate of conformity issued by an accredited body.

8.1.3. The **Concessionaire** shall maintain the aforementioned management systems throughout the **Concession Term**, ensuring their maintenance procedures before the certification bodies at its own expense, with no right to economic and financial rebalance.

8.1.4. The **Concessionaire** shall:

(i) carry out the investment obligations set forth in the **PER**, within the indicated deadlines; and

(ii) carry out all other works and interventions necessary to meet the **Performance Parameters** and other **Technical Parameters** and **Scope** established in the **Contract** and the **PER**, within the indicated deadlines.

8.1.5. The **Concessionaire** represents and warrants to the **Granting Authority** that the quality of the designs, execution, and maintenance of the works and services under the **Concession** is and shall be, throughout the **Concession** duration, sufficient and adequate to comply with the **Contract** and the **PER**, being fully liable for any nonconformity with the **Performance Parameters**, the **Technical Parameters**, the **Scope**, and the established minimum technical specifications.

(i) For the purposes of this clause, "established minimum technical specifications" shall mean all the technical parameters set forth in the current standards and technical guidelines of **ANTT**, **ABNT**, the National Traffic Council (CONTRAN)**, DNIT**, and other standardizing bodies to which the **Concessionaire** is subject under this **Contract**, applicable legislation, and **ANTT** regulations.

8.1.6. Existing works and services contracts considered essential to user safety, in progress within the **Highway system** on the date of execution of this **Amendment to the Contract**, may be maintained as contracted and executed throughout the **Concession** duration.

8.1.7. The **Concessionaire** shall be fully responsible for the arrangements and costs related to the removal or relocation of **Interferences** existing within the **Highway system**, to the extent necessary for the execution of the works and services under this **Contract**.

(i) In the case of removal or relocation of infrastructure **Interferences** not part of the **Highway system** that are irregularly located within the right-of-way, or where the third party has no contractual responsibility for their removal or relocation, the **Concessionaire** shall be compensated for the resulting costs, upon completion, through economic and financial rebalance of the **Contract**.

(ii) In the case of infrastructure **Interferences** that are regularly located within the right-of-way and where removal or relocation by the responsible third party is not carried out within a timeframe compatible with the execution of investment obligations set forth in the **PER**, the **Concessionaire** may, with **ANTT**'s authorization, carry out the removal or relocation works and shall be entitled to economic and financial rebalance.

(iii) In the event of the situation described in sub-clause (ii) above, funds subsequently reimbursed by the third party responsible for the **Interferences** shall be deposited into the **Adjustment Account**.

8.1.8. The **Concessionaire** shall be fully responsible for the maintenance and the electricity consumption costs of both existing and new electrical and lighting systems, as provided for in the **PER**.

8.1.9. Inclusions, exclusions, or modifications of works and services, except in the cases of the **Improvement Quota**, **Service Level Maintenance Works**, and the adjustment or supplementation of **Supervening Works**, shall be carried out exclusively through the Five-Year Review or as provided for in **ANTT** regulations.

(i) Inclusions or modifications of works and services that demonstrably impact the investments and costs under the **Concessionaire**'s responsibility shall entail the corresponding rebalancing of the economic-financial equilibrium of the **Contract** by means of the **Marginal Cash Flow**, in accordance with **ANTT** regulations.

(ii) The exclusion of works and services shall entail the corresponding rebalancing of the economic-financial equilibrium of the **Contract** by means of the **Rebalancing Discount**.

(iii) For the application of a **Rebalancing Discount** or **Rebalancing Increase** related to works and services for which no percentages are provided in **Annex 5**, **ANTT** may establish new percentages based on specific regulations.

8.1.10. Any additions, exclusions, or changes to works or services that entail economic and financial rebalance of the **Contract** through application of the **Marginal Cash Flow** shall be subject to specific adjustments to be formalized by means of an Amendment to the Contract.

(i) In addition to the provisions of this **Contract**, any additions, exclusions, or changes to works and services shall observe the conditions and criteria established in **ANTT** regulations.

8.1.11. The **Concessionaire** shall annually submit an **Inspection** certificate issued by the **Verifier**, regarding the works and services performed in the Structural Services Front (Recovery and Maintenance), with the purpose of verifying compliance with the **Performance Parameters** and **Technical Parameters** described in the **PER**.

8.1.12. The **Concessionaire** shall submit an **Inspection** certificate issued by the **Verifier** regarding the works in the **Works Front** provided for in the **PER**, at the time of delivery of the work, with the purpose of verifying compliance with the specifications described in the **PER** and the design requirements.

8.1.13. Submission of the **Inspection** certificate, pursuant to the sub-clause 8.1.12, is a requirement for the evaluation of the delivery of the work by **ANTT**, under the terms of **Clause 9**.

8.2. Structural Services Front (Recovery and Maintenance)

8.2.1. The works and services for each of the segments of the **Highway System** described in the **PER** under the Structural Services Front (Recovery and Maintenance) must comply with the **Scope** and the **Performance Parameters** within the indicated timeframes.

8.2.2. In the event the **Concessionaire** fails to comply with the **Performance Parameters** set forth in the Structural Services Front (Recovery and Maintenance), **ANTT** shall apply the penalties established in this **Agreement** and in **ANTT**'s regulations, without prejudice to the application of the **Rebalancing Discount**.

8.2.3. Until the completion of any **Bypass**, the **Concessionaire** shall comply with the **Scope** and the **Performance Parameters** set forth in the Structural Services Front (Recovery and Maintenance) in the urban sections that are bypass object.

8.3. Capacity Expansion and Improvement Works and Operational Services Front

8.3.1. The Capacity Expansion and Improvement Works and the Operational Services Front for each segment of the **Highway System** described in the **PER** shall be completed and in operation within the timeframe and under the conditions established in the **PER**, in compliance with the **Scope**, the **Technical Parameters**, and the **Performance Parameters**.

(i) For the purpose of applying the **Factor D**, the physical execution percentages of the work or services determined by **ANTT** shall be considered, without prejudice to **ANTT**'s ability to require evidence of the performance of other activities included in the **Scope**, the **Technical Parameters**, and the **Performance Parameters** set forth in the **PER**;

(ii) The completion of the works and services described in the **PER** shall be certified as provided in this **Agreement** and in accordance with **ANTT**'s specific procedure.

8.3.2. Any additional at-grade **Return Lanes** that may be required shall be included in the capacity expansion project as set forth in the **PER** and the **Scope**, to meet the **Performance Parameters** of the Operational Services Front, and shall not entitle the **Concessionaire** to any economic and financial rebalancing of the **Contract**.

8.3.3. **ANTT** may approve, on a case-by-case basis, changes to the type of improvement work set forth in the **PER** and/or its location, provided its functionality is maintained, no inferior solution is applied, and the new solution and location do not present a greater socio-environmental impact.

(i) If the proposed change results in a delay in submitting or resubmitting the preliminary design, or in obtaining the necessary environmental licenses or permits and associated obligations, the **Concessionaire** shall not be entitled to any additional time for the delivery of the works or to any economic and financial rebalancing of the **Contract**.

8.3.4. If the **Concessionaire** fails to complete the works or make the services available within the deadlines and parameters set forth in the **PER**, **ANTT** shall apply the penalties provided in this **Agreement** and in **ANTT**'s regulations, without prejudice to the economic and financial rebalancing, which shall occur through the automatic application of the **Rebalancing Discount**.

8.3.5. Early completion of **Capacity Expansion and Improvement Works** shall only trigger application of the **Factor A** if previously authorized by **ANTT**.

8.3.6. After the conclusion and effective release of the works of contours of urban stretches originally provided for in the **PER**, if the transfer of the bypassed stretch to the **Granting Authority** exceeds one (1) year, the costs for its monitoring, conservation and maintenance will be subject to economic and financial rebalancing, provided that the **Concessionaire** has not caused the delay.

8.4. Improvement Quota

8.4.1. The inclusion of improvement works shall be based on the **Improvement Quota**, as set forth in the **PER**.

8.4.2. Execution of works under the **Improvement Quota** shall take place upon **ANTT**'s request, which may be made at any time during the term of the **Agreement**, except during the **Transition Period**.

8.4.3. The economic and financial rebalancing resulting from the execution of **Improvement Quota** works shall occur through application of the **Factor E**, as set forth in **Annex 5** of this **Agreement**.

(i) The **Factor E** shall only be applied in the **Ordinary Review** following completion of the improvement work requested by **ANTT**.

8.4.4. The request from **ANTT** for execution of **Improvement Quota** works shall constitute a contractual obligation to complete the work within eighteen (18) months from the request by **ANTT**.

(i) If the deadline for completion of the improvement work elapses and the work is not carried out, the penalties established in this **Contract** and in **ANTT**'s regulations shall apply.

(ii) **ANTT** shall indicate the location of the intervention, and commencement of the works shall be subject to obtaining a non-objection to the preliminary design and submission of the detailed design as provided in this **Contract**.

8.4.5. The **Improvement Quota** shall be limited to 2.81% (two integers and eighty-one hundredths percent), based on the pre-set percentages in **Annex 5**, prior to application of the Time Adjustment Coefficient.

(i) As this is an obligation for which the risk is already allocated to the **Concessionaire**, additional Return Lanes related to the Capacity Expansion Works set forth in the **PER** may not be included in the **Improvement Quota**.

(ii) No work of the same nature that would otherwise require the **Contract**'s economic and financial rebalancing through the use of the **Marginal Cash Flow** may be included while there is a sufficient balance in the **Improvement Quota** to fully accommodate the requested improvement.

8.4.6. Once the **Improvement Quota** has been fully used, any further inclusion of improvement works shall trigger economic and financial rebalancing of the **Contract** through the **Marginal Cash Flow**.

(i) If the balance of the **Improvement Quota** does not allow for the full inclusion of the requested item, only the percentage not covered by the existing balance shall be allocated to the **Marginal Cash Flow**, in accordance with sub-clause 8.1.9(i).

8.4.7. If there are proven additional costs related to expropriation, regularization, **Eviction**, or environmental conditions arising from the execution of **Improvement Quota** works, such amounts shall be rebalanced through the **Marginal Cash Flow** in the subsequent **Ordinary Review**.

8.5. Service Level Maintenance Works

8.5.1. **Service Level Maintenance Works** are works and services aimed at increasing the capacity of the **Highway System** based on traffic volume, the execution of which shall be contingent upon the activation of the **Traffic Volume Trigger**, as provided in this **Contract** and the **PER**.

8.5.2. The location of the **Traffic Volume Trigger** measurement point shall be defined by **ANTT** based on the most representative section of the **Homogeneous Segment**.

(i) The **Traffic Volume Trigger** shall no longer be measured in the last five (5) years of the **Concession Term**, as its activation after this period will not result in new obligations for the **Concessionaire**.

(ii) If the traffic characteristics of the **Homogeneous Segment** change substantially, **ANTT** may request a change in the measurement point location, while maintaining the representativeness criterion, without entitling any economic and financial rebalancing of the **Contract**.

8.5.3. The triggering of the **Traffic Volume Trigger** shall only constitute a contractual obligation to carry out the corresponding capacity expansion works, as provided in the **PER**, if **ANTT** authorizes their execution. In such case, the **Concessionaire** shall also be required to continuously monitor traffic in the respective expanded **Homogeneous Segments**, including adapting all necessary operational equipment.

(i) The **Concessionaire** shall be responsible for initiating all necessary procedures, sufficiently in advance, so that the works commence in the year immediately following the triggering of the triggers and **ANTT**'s authorization for their execution.

(ii) **ANTT** shall consult with the **Supervising Ministry** regarding the timeliness and advisability of executing the works triggered by the **Traffic Volume Trigger**. If the Ministry is in favor, **ANTT** shall authorize the execution of the works and the corresponding economic and financial rebalance of the **Contract**.

(iii) Only the costs of preparing studies and designs for the execution of the **Service Level Maintenance Works** that have been authorized by **ANTT**, after consultation with the **Supervising Ministry**, pursuant to Sub-clause 8.5.3(ii), shall be reimbursed in favor of the **Concessionaire**.

8.5.4. Only the costs for project preparation, execution, maintenance, conservation, **Eviction**, expropriation and compliance with the conditions of the licenses, permits and authorizations of the **Service Level Maintenance Works** will be subject to economic and financial rebalancing of the **Contract**.

(i) The costs related to the **Service Level Maintenance Works** not listed in the caput of sub-clause 8.5.4 shall be borne by the **Concessionaire**, including the costs of operation and monitoring.

(ii) The economic and financial rebalance of the works triggered by the **Traffic Volume Trigger** and authorized by **ANTT** shall be processed through the **Marginal Cash Flow**, as per **ANTT** regulations.

8.5.5. The **Concessionaire** shall carry out the **Service Level Maintenance Works** in accordance with the detailed design and schedule approved by **ANTT**.

(i) The execution order of the **Service Level Maintenance Works** shall preferably follow the chronological order of **Traffic Volume Trigger** activations.

(ii) The **Concessionaire** shall be responsible for initiating all preparatory procedures, even before the **Traffic Volume Trigger** is reached, to comply with the schedule referred to in this sub-clause, and shall be subject to the penalties provided for in the **Contract**.

(iii) The **Concessionaire** shall submit the detailed design to **ANTT** within the deadline provided in the sub-clause 7.7, presenting a customized capacity expansion solution for the saturated section, defined as one that offers the best cost-benefit ratio given the remaining term of the **Concession**.

8.5.6. The **Service Level Maintenance Works** shall only be executed after the completion of capacity expansion works for the respective **Homogeneous Segments**, as provided in the **PER**, even if the **Traffic Volume Trigger** is reached beforehand.

8.6. Bypass Roads

8.6.1. If the originally planned urban crossing solution no longer complies with road safety and fare moderation principles under the **PER**, or if socio-environmental impediments prevent its adaptation, the **Concessionaire** may propose to **ANTT** the implementation of new roadways to bypass the urban section.

8.6.2. The inclusion of **Bypass Road** works shall be subject to a demonstration of superiority over the urban crossing solution, considering restoration, maintenance, conservation, and operation costs of the section, as per the procedure set out in the **PER**.

8.6.3. The inclusion of **Bypass Road** works shall only occur during five-year reviews. The resulting economic and financial rebalance shall be processed via **Marginal Cash Flow**, pursuant to **ANTT** regulations and the following procedures:

(i) Within six (6) months of **ANTT's** approval to begin studies for the **Bypass Road** works, the **Concessionaire** shall submit a Technical, Economic, and Environmental Feasibility Study (EVTEA) for the proposed bypass, in accordance with **ANTT** regulations.

(ii) The **EVTEA** shall be submitted to public consultation for validation of the proposed route by society and local authorities, and confirmation of the public interest in its execution, to support **ANTT's** decision.

(iii) If **ANTT** decides to include the bypass section, the **Concessionaire** shall submit two detailed designs — for the original section and the bypass — within the regulation in force, for respective approval.

(iv) The provisions of the Clause of the **Contract** regarding expropriations, regularizations, and evictions of the right-of-way shall apply as appropriate.

(v) The economic and financial rebalance shall be calculated based on the difference between the new and original proposals and processed pursuant to the alternatives provided in sub-clause 23.3.

8.6.4. If the bypass option is not approved by **ANTT**, the **Concessionaire** shall remain obliged to carry out the Capacity Expansion and Improvement Works within the original terms and conditions, without entitlement to any economic and financial rebalance**.**

8.6.5. After completion of any **Bypass Road** works, the bypassed urban section shall be transferred to the **Granting Authority**.

8.7. Supervening Works

8.7.1. Throughout the term of the **Concession**, in exceptional cases and if the public interest requires, works may be carried out on the concession **Highway System** that are not assigned to the **Concessionaire** under the **PER**.

8.7.2. Such works shall be transferred to the **Concessionaire**, along with the other assets forming part of the respective segment, upon their total or partial completion.

(i) Upon transfer of the work, an amendment to the **Asset Transfer and Listing Term** shall be executed and the inventory updated to include the **Concession Assets**.

(ii) Any additional works and services required as a result of investments made by the **Granting Authority** may be assigned to the **Concessionaire**, in which case the corresponding economic and financial rebalance shall be granted via **Marginal Cash Flow**.

8.7.3. In exceptional cases where the **Concessionaire** is required to carry out the **Supervening Works**, whether fully or partially, the economic rebalance of the **Contract** shall be processed through **Marginal Cash Flow**.

8.7.4. The **Concessionaire** shall monitor the execution of each construction stage of the **Supervening Works**, at which time any inconsistencies between the works and their respective designs shall be reported to **ANTT**.

8.7.5. Upon total or partial transfer of the works from the **Granting Authority** to the **Concessionaire**, the latter shall have a period of three (3) months to submit to **ANTT** a provisional acceptance document identifying:

(i) all inconsistencies between the work and its respective design, indicating any **Construction Defects**; and

(ii) all inconsistencies observed regarding compliance with the **Performance Parameters** for maximum longitudinal roughness (IRI) and characteristic deflection (Dc) required under the **PER** for the last deadline for **Concession** rehabilitation works.

8.7.6. Within the period set forth in the preceding sub-clause, if no such inconsistencies are identified, the **Concessionaire** shall submit to **ANTT** the definitive acceptance document for the **Supervening Works**.

(i) The definitive acceptance document shall list any **Performance Parameters** provided in the **PER** that were not met.

(ii) The **Performance Parameters** to be corrected shall be defined by **ANTT**, which shall grant the **Concessionaire** an appropriate deadline for correction.

(iii) If the **Performance Parameters** of the works received by the **Concessionaire** are not met within the granted period, a **Rebalancing Discount** shall be applied, without prejudice to any penalties provided for in the **Contract**.

8.7.7. During a period of five (5) years from the provisional acceptance, **Construction Defects**, whether hidden or visible, identified in assets transferred to the **Concessionaire**, even if not previously detected, shall be reported to the **ANTT**.

(i) Within two (2) months from the date of receipt of the **Concessionaire**'s notification, the **ANTT** shall determine the measures to be taken to remedy the **Construction Defects** identified in the assets transferred to the **Concessionaire**.

(ii) Upon final acceptance, which shall occur in accordance with the terms and deadlines set forth in Sub-clause 8.7.6, the **Concessionaire** shall be responsible for implementing the works and services under the Maintenance Front and the Operational Services Front and for all other obligations set forth in the **PER**, and shall comply with all **Performance Parameters**, **Technical Parameters**, as well as the deadlines and conditions established, except as provided in the sub-clause 22.4.2.

(iii) After five (5) years from the total or partial transfer of the assets, the **Concessionaire** shall no longer be entitled to claim hidden **Construction Defects** in the assets transferred, and its right shall be deemed extinguished.

8.8. Evidence to ANTT

8.8.1. In order to comply with the **PER**, the **Concessionaire** shall provide the **ANTT** with evidence of completion of each of the works according to their respective schedules and of compliance with the **Scope**, **Performance Parameters**, and **Technical Parameters**.

8.8.2. Proof of completion of each work shall follow a specific procedure defined by the **ANTT**, and shall be preceded by the submission of the as-built project by the **Concessionaire**, pursuant to the provisions established in the **PER**.

8.9. Implementing a Connectivity System

8.9.1. The **Concessionaire** shall be responsible for the implementation and operation of a communication system designed to enable connectivity in the concession section, under conditions appropriate to meet the demand for capacity of the **Highway System**, and for this purpose, it must observe the deadlines, **Technical Parameters and Performance Parameters** established in the **PER**.

8.9.2. The **Concessionaire** considered, in order to cover the costs associated with the preparation of projects and budgets, the execution of investments and the operation of the system mentioned in the previous sub-clause, the amount of R$ 145,038,180.56 (one hundred and forty-five million, thirty-eight thousand, one hundred and eighty reais and fifty-six centavos), on the reference date of January 2023, to be adjusted by the **IRT**.

8.9.3. The **Concessionaire** shall submit to **ANTT** the executive projects and respective budgets, accompanied by the pertinent inspection certificates, in accordance with the provisions of this **Amendment** and the relevant regulations.

8.9.4. If there is a difference between (i) the reference value provided for in sub-clause 8.9.2 and (ii) the values of the budgets accepted by **ANTT**, the economic and financial balance shall be restored, in compliance with the provisions of this **Amendment**, under the following conditions:

(i) if the value of item (i) is higher than that of item (ii), the difference will revert in favor of the **Granting Authority**; and

(ii) if the value of item (i) is lower than that of item (ii), the difference shall revert to the **Concessionaire**.

8.10. Interference with the EF-170 Project

8.10.1. The **Concessionaire** shall not suffer any adverse effects in the event of interference with the **Highway System** caused by the implementation of the EF-170.

8.10.2. Except as expressly provided in this **Contract**, the impacts of interferences caused by the construction of the EF-170 on contractual obligations shall be subject to economic and financial rebalancing, provided that the incurrence of additional costs to fulfill the contractual obligations is demonstrated, subject to prior assessment and authorization by **ANTT**.

9. Verifier

9.1. Preferably **Infra S.A.** shall hire a **Verifier** accredited as a **Conformity Assessment** body, in accordance with **Inmetro** Ordinance No. 367 of December 20, 2017, as amended by **Inmetro** Ordinance No. 39 of February 6, 2020, or any subsequent applicable regulation on inspection by accredited bodies.

9.1.1. The activities of the **Verifier** shall be subject to the following requirements, in addition to others established in specific regulations:

(i) not being under liquidation, intervention, or Temporary Administration Regime (RAET), bankruptcy, or judicial recovery;

(ii) not being a **Related Party** to the **Concessionaire**.

9.1.2. The maximum and non-extendable term of the **Verifier** shall be five (5) years, with no possibility of reappointment in cases where the hiring is done by the **Concessionaire**, pursuant to sub-clause 9.4.4.

9.1.3. **Infra S.A.** may hire more than one **Verifier** to carry out the inspections and certifications provided for in the **Contract**.

9.1.4. If no certification bodies are accredited by **Inmetro** for the required scope, a certificate of conformity issued by a non-accredited certification body may be submitted.

9.1.4.1. Once certification bodies are subsequently accredited, the **Concessionaire** shall have two (2) years to resubmit a certificate of conformity issued by an accredited body.

9.2. The actions and costs required for the performance of the **Verifier**'s activities, including inspections for verifying corrections of non-conformities shall be reimbursed to **Infra S.A.** by the **Concessionaire**.

9.3. The **Concessionaire** has considered, for the purposes of reimbursement under sub-clause 9.2, a total amount of R$ R$ 119,568,671.86 (one hundred nineteen million, five hundred sixty-eight thousand, six hundred seventy-one reais and eighty-six centavos), on the reference date of January 2023 prices, to be adjusted annually as of the effective date of this **Amendment to the Contract**, by the **IRT**.

9.4. The **Concessionaire** shall bear all indirect costs and expenses arising from the execution of the actions referred to in the sub-clause, and the corresponding economic-financial rebalancing shall be equivalent to one hundred percent (100%) of the amount effectively disbursed in excess of the amount provided in sub-clause **9.3**, through a **Rebalancing Notification**, using **Earmarked Funds**, upon submission of accounts approved by the **ANTT**.

9.4.1. The amounts effectively disbursed by the **Concessionaire** shall be accounted for annually and adjusted by the **IRT** to enable appropriate comparison with the amount set forth in this sub-clause, upon submission of accounts approved by the **ANTT**.

9.4.2. Any rebalancing in favor of the **Concessionaire**, arising from amounts that exceed the amount stated in Sub-clause **9.3**, shall be made in the next Ordinary Review following proof of the amounts actually disbursed.

9.4.3. Any restoration of the economic and financial balance in favor of the **Granting Authority**, resulting from the unused amounts of the amount mentioned in sub-clause 9.3, will occur in the Five-Year Review, according to the expenditure forecast, or in the **Final Results Adjustment**.

9.4.4. In the event of proven inability of **Infra S.A**. within the time required to meet contractual obligations, the **Concessionaire** shall hire a specialized company to act as **Verifier** accredited as a conformity assessment body, pursuant to an act of **Inmetro**, or subsequent applicable regulation, to assess compliance with contractual obligations, in accordance with **ANTT** Resolution No. 6,000 of December 1, 2022.

9.4.5. The **Concessionaire** shall submit a shortlist of three **Verifiers**, in order of preference, for approval by the **ANTT**.

(i) The **ANTT** may reject the **Verifiers** listed in the shortlist based on a reasoned decision, considering their previous relationship with the Agency and potential conflict of interest.

(ii) The **Concessionaire** may hire more than one **Verifier** to perform the inspections and certifications provided for in the **Contract**, provided it is authorized by the **ANTT** upon a reasoned request.

(iii) Up to three (3) months before the end of the period referred to in the sub-clause 9.1.2, the **Concessionaire** shall submit a new shortlist of three options to **ANTT**.

9.5. Deliverables provided by the **Verifier** shall not eliminate or limit the oversight and regulatory powers and competencies of the **ANTT**, and their acceptance shall not bind the analysis or decision of the **Granting Authority**.

9.6. The **Verifier**'s engagement shall provide that certificates, reports, and other deliverables resulting from its activities must be reported to the **ANTT**, ensuring the public interest in their wide dissemination to users and other stakeholders.

9.6.1. The **ANTT**, without prejudice to compliance with internal procedures and competencies, may use the **Verifier**'s reports to support supervisory activities, investment rescheduling, tariff factor calculation, economic-financial rebalancing, calculation of contractual budget usage and indemnities, and other purposes consistent with the contracted deliverables.

9.6.2. The **Concessionaire** shall have the right to access the reports and deliverables provided by the **Verifier**, under the terms of the procedure defined in **Inmetro** Ordinance No. 367 of December 20, 2017, and subsequent alterations.

9.6.3. Any citizen or entity may raise objections, based on a reasoned opinion, to the reports issued by the **Verifier**, and the **ANTT** shall verify the accuracy and reliability of the information through its own assessment.

9.7. If any irregularity, deficiency in service provision by the **Verifier**, loss of contractual or regulatory requirements, or revocation of accreditation by **Inmetro** is identified, the **ANTT** shall order its replacement.

9.7.1. The **ANTT** may, on reasoned grounds, reject an **Inspection** certificate or report issued by a **Verifier** that is barred from acting before the **ANTT**.

9.8. Any interest in terminating the contract with the **Verifier** must be submitted in advance to **ANTT** for review, along with the supporting grounds and, in the case where the **Concessionaire** is the contracting party, with a list of three proposed candidates for the approval of a new **Verifier**.

9.9. By decision of **ANTT**, the **Verifier** that violates **Technical Standards**, best practices, or **ANTT** regulations, subject to due process and the right to a full defense, shall be barred from acting before **ANTT** for up to five (5) years.

9.9.1. Proven collusion shall result in administrative sanctions against the **Concessionaire**, including its **Related Parties**.

9.9.2. In the situation described in sub-clause **9.10.1** above, or in the event of suspected fraud, **Inmetro** shall be notified for appropriate action, and information shall also be forwarded to the competent authorities for potential civil and criminal sanctions in court.

9.9.3. The prohibition provided for in this sub-clause 9.10 shall extend to individuals who, on behalf of the **Verifier** entity, were directly involved in the inspection that violated technical standards, best practices, or **ANTT** regulations.

9.10. The **Verifier** shall perform the following activities under the scope of the **Contract**:

(i) **Inspection** of the adequacy of executive projects submitted by the **Concessionaire**, through the issuance of **Inspection** certificates;

(ii) **Inspection** of the completion of Capacity Expansion Works and Improvements delivered by the **Concessionaire**, as per the **PER** schedule, through the issuance of **Inspection** certificates;

(iii) **Inspection** of the compliance with infrastructure **Performance Parameters** reported by the **Concessionaire** in annual reports, through the issuance of **Inspection** certificates;

(iv) compliance audit of ordinary and extraordinary revenues earned by the **Concessionaire**, ensuring they are allocated exclusively to the **Concession Accounts Mechanism** and other contractual provisions;

(v) **Inspection** of the **Concessionaire's** compliance with **ESG** parameters, on an annual basis, through the issuance of **Inspection** certificates.

9.11. During the **Transition Period**, the **Verifier** shall submit quarterly reports on the progress of the investments planned for this phase of the **Contract**, including technical assessments of ongoing works and the inspection of the adequacy of executive projects delivered by the **Concessionaire**, as well as inspections of the compliance with infrastructure **Performance Parameters** and audits of traffic and revenue, as set forth in items (a), (b), (c), and (d) of sub-clause 9.10, subject to the provisions of the **Action Plan** prepared in accordance with the guidelines of **Annex 15** of this **Amendment**.

9.11.1. Works required to meet the **Performance Parameters** must be inspected quarterly, even though the final inspection of **Performance Parameters** compliance is scheduled annually in the **PER**.

9.12. For the purposes of interpreting and applying this **Amendment to the Contract**, it is expressly stated that the cost-recovery and cost-reimbursement regime for the **Verifier** set forth in this Section is autonomous and independent from that provided for in the Special Transition Amendment. Thus, the restoration of economic and financial balance provided for in subclause 9.4, through the use of Earmarked Funds, applies exclusively to the **Verifier**'s costs arising from this Modernization Amendment and does not cover costs incurred under the Special Transition, which will be addressed exclusively in accordance with the respective Amendment and the compensation mechanism established therein.

10. Representations

10.1. The **Concessionaire** represents that it has obtained, either directly or through third parties, all information necessary to fulfil its contractual obligations.

10.2. The **Concessionaire** shall in no event be released from its contractual obligations or be entitled to any compensation from the **Granting Authority** due to incomplete or insufficient information, whether obtained from **ANTT**, the **Granting Authority**, or any other source, acknowledging that it was solely responsible for conducting its own surveys to verify the adequacy and accuracy of any information provided or made available.

10.3. The **Concessionaire** represents that:

I. it is fully aware of the nature and scope of the risks assumed under the **Contract**;

II. it is fully aware that it assumes the ordinary and extraordinary consequences resulting from the risks assumed under the **Contract**; and

III. it has taken such risks and their extent into account in preparing its proposal.

11. Performance Bond of the Contract

11.1. The **Concessionaire** shall maintain, in favor of **ANTT**, as a guarantee for the faithful performance of its contractual obligations, the **Performance Bond of the Contract** in the amounts indicated below:

Period	Value
From the beginning of **the Contract Term** until the conclusion of 90% (ninety percent) of the Capacity Expansion and Improvement Works described in the **PER**	R$ 457,535,355.70 (Four hundred fifty-seven million, five hundred thirty-five thousand, three hundred fifty-five reais and seventy centavos)
From the completion of 90% (ninety percent) of the Capacity Expansion and Improvement Works described in the **PER** by the end of the 3rd **Concession Year** prior to the end of the original term of the **Contract**	R$ 228,767,677.85 (Two hundred twenty-eight million, seven hundred sixty-seven thousand, six hundred seventy-seven reais and eighty-five centavos)
Last two (2) years of the original term of the **Contract**	R$ 457,535,355.70 (Four hundred fifty-seven million, five hundred thirty-five thousand, three hundred fifty-five reais and seventy centavos)

11.1.1. The reduction in the amount of the **Performance Bond of the Contract** is subject to the completion of the **Capacity Expansion Works and Improvements** and **Service Level Maintenance Works** described in the **PER**, as certified by **ANTT**.

11.1.2. The **Performance Bond of the Contract** shall be adjusted by the **IRT**.

(i) Upon adjustment of the **Performance Bond of the Contract** by the **IRT**, if the **IIA** exceeds 20%, the required amount shall be increased by 50% in relation to the amount listed in the table in sub-clause **11.1**.

(ii) Upon adjustment by the **IRT**, if it is verified that the **IIA** remained below 10% (ten percent) for the three preceding years or longer prior to the date of adjustment, the required amount shall be the value listed in the table in sub-clause **11.1**, multiplied by $(1 - 0.05 \times (NA - 2))$, where NA is the number of consecutive years in which the **IIA** remained below 10% (ten percent).

11.1.3. During the final five (5) **Concession Years**, the **Earmarked Funds** rate shall be increased by five (5) percentage points, as a guarantee to ensure that the interventions required to meet the **Performance Parameters** and **Technical Parameters** stipulated in the **PER** are fulfilled by the end of the **Concession Term**.

11.1.3.1. If such interventions are fulfilled, the amount corresponding to the increase in the **Earmarked Funds** rate referred to in the above sub-clause shall be fully refunded to the **Concessionaire** after the **Final Results Adjustment**, except in the event that the adjustment identifies a credit in favor of the **Granting Authority** against the **SPE**.

11.1.3.2. The verification of compliance with the **Performance Parameters** and the **Technical Parameters** defined in the **PER**, and the possible refund of the amount corresponding to the increase of the rate of **Earmarked Funds** to the **Concessionaire**, pursuant to Sub-clause 11.1.3.1, shall take place within a maximum period of two (2) years from the end of the **Concession Term**.

11.1.4. For the purposes of determining the amount of the guarantee established in accordance with the table in sub-clause 11.1, the **Concession Term** and **Contract Term** shall be understood as the originally established periods, including any extensions.

11.2. The **Concessionaire** shall remain responsible for fulfilling its contractual obligations regardless of the use of the **Performance Bond**.

11.3. At the discretion of the **Concessionaire**, the **Performance Bond** may be provided in one or more of the following forms:

I. collateral, in cash or federal government bonds;

II. bank guarantee, in accordance with the template included in **Annex 3**; or

III. surety-bond, whose policy must, at a minimum, comply with the contents of **Annex 4**.

11.4. If the **Concessionaire** submits more than one type of **Performance Bond**, **ANTT** shall enforce them in the order of preference set forth in sub-clause **11.3**, until the full amount owed is covered, limited to the total amount of the **Performance Bond**.

11.5. Bank guarantee letters and surety-bond policies shall have a minimum validity of one (1) year from the date of issuance, and it shall be the sole responsibility of the **Concessionaire** to maintain them in full force and effect continuously throughout the **Contract Term**, including by making the necessary renewals and updates at least one (1) month before the expiration of the guarantees.

11.5.1. Any modification to the content of the bank guarantee or surety-bond must be previously submitted for **ANTT**'s approval.

11.5.2. The **Concessionaire** shall submit to **ANTT**, pursuant to current regulations, a supporting document evidencing that the bank guarantees or surety bond policies have been renewed and their values adjusted according to the **IRT**.

11.6. Without prejudice to other cases provided for in the **Agreement** and in current regulations, the **Performance Bond** may be used when:

11.6.1. the **Concessionaire** fails to pay, within the applicable deadlines, indemnification for damages caused to users of the **Highway System**, in accordance with **ANTT** regulations, due to failure to perform the investment obligations provided for in the **PER**, or to carry out the necessary interventions to meet the **Performance Parameters**, the **Technical Parameters**, or for carrying them out in breach of the terms of the Agreement;

11.6.2. the **Concessionaire** fails to pay fines imposed on it under the terms of the Agreement and **ANTT** regulations;

11.6.3. the **Reversible Assets** are returned in non-compliance with the requirements set forth in the **Contract**, including but not limited to compliance with the **PER**, the **Performance Parameters**, and other requirements established by **ANTT**, upon termination of the **Concession**;

11.6.4. the **Concessionaire** fails to pay, within the applicable deadlines, any compensation or other financial obligations under its responsibility related to the **Concession**;

11.6.5. in the event of an intervention by **ANTT**, revenues are insufficient to cover the costs of investments, costs, and expenses arising from the **Concession**, pursuant to sub-clause 32.9.1; and

11.6.6. the obligations arising from the **Final Results** are not fulfilled.

11.7. The use of the **Performance Bond** shall not exempt the **Concessionaire** from the responsibilities assigned to it under the **Contract**.

11.8. Whenever **ANTT** uses the **Performance Bond**, the **Concessionaire** shall replenish the amount used, restoring it to its full amount, within thirty (30) days from the date of use. During this period, the **Concessionaire** shall not be exempt from the responsibilities assigned to it under the **Contract**.

11.9. If the **Performance Bond** is not honored, the guarantor or insurer may be listed in the Federal Government's Registry of Delinquent Debts (CADIN) and in the active debt registry until full payment is made.

12. Earmarked Funds

12.1. The **Earmarked Funds** shall be composed of transfers from the **Centralizing Account** and the **Contribution Account** to the **Concession Accounts**, as provided in this **Contract**, by contributions from third parties, whether public or private, or from other Concession Agreements, as determined by the **Granting Authority**, and shall be used exclusively for the following purposes:

12.1.1. compensation arising from the **Concessionaire**'s adherence to the **Foreign Exchange Protection Mechanism** or to the **Input Price Risk Sharing Mechanism**;

12.1.2. compensation arising from activation of the **Demand Risk Sharing Mechanism**;

12.1.3. compensation resulting from the **Frequent User Discount**;

12.1.4. rebalancing of the economic-financial equilibrium of the **Concession**;

12.1.5. mitigation of the impacts of **Tariff reclassification**, in case of a relevant balance of **Earmarked Funds**;

12.1.6. payment of compensation due to termination of the **Concession**; and

12.1.7. execution of actions aimed at developing resilient infrastructure, reducing greenhouse gas emissions, protecting the environment, and promoting social responsibility, in addition to those explicitly set forth in this Agreement, and in compliance with **ANTT** regulations.

12.2. An amount equivalent to 1% (one percent) of **Gross Revenue** throughout the entire **Concession Term** shall be allocated to the **Retention Account**, and may be adjusted due to the application of contractual mechanisms and rebalancing factors, as provided in the **Contract**.

12.2.1. In the event of non-adherence to the **Foreign Exchange Protection Mechanism**

(i) the **Retention Account** shall be closed by the **Depositary Bank**, and the funds shall be allocated directly to the **Adjustment Account**; and

(ii) the amount indicated in 12.2 shall be destined to the **Adjustment Account**.

12.2.2. In the event of adherence to the **Input Price Risk Sharing Mechanism**, the percentage of funds allocated to the **Adjustment Account** may be adjusted for compensation through future flows of **Earmarked Funds**, as provided in **Annex 14**.

12.3. The following shall be allocated to the **Adjustment Account**:

I. the amount of **Earmarked Funds** corresponding to the winning **Bid** in the **Competitive Process**, deposited into the **Contribution Account**, within five (5) days from the **Concessionaire**'s creation of the **Adjustment Account**, and **ANTT** shall issue a **Contribution Transfer Notification** and notify the **Concessionaire** within twenty-four (24) hours of the transfer;

II. the amount corresponding to 1% (one percent) of the **Gross Revenue**

III. the amount corresponding to the rate on **Gross Revenue**, resulting from the following formula:

$$RV\ Rate = D - A - E$$

Where:

RV Rate: rate of **Earmarked Funds** applied to **Gross Revenue**, whose values shall be allocated to the **Adjustment Account**;

A: **Factor A**;

D: **Factor D**;

E: **Factor E**.

IV. the amount allocated to offset the regulatory liability arising from the fines related to the non-executions of the 2nd and 3rd years of the Original Concession Contract, pursuant to sub-clause 27.7.

12.3.1. The factors included in the formula under item III of sub-clause 12.3 shall be calculated annually as part of the Ordinary Review process.

12.3.2. If the rate resulting from the application of the formula under item III of sub-clause 12.3 is negative, its value shall be deducted from the rate set forth in Sub-clause 12.2.

12.3.3. If the rate resulting from the deduction provided in sub-clause 12.3.2 is negative, its value shall be deducted from the rate set forth in item II in sub-clause 12.3.

12.3.4. If the rate resulting from the application of the deduction provided for in sub-clause 12.3.3 is negative, the effects shall be directly on the **Toll Tariff**.

12.3.5. If the value of **Factor D** levied on the *RV Rate* exceeds 5% (five percent), the excess of **Factor D** will be directly levied on the **Toll Tariff** calculated in accordance with sub-clause 19.6.

12.3.6. Every three (3) years, if the *RV Rate* accrued in the period is positive and available in the **Concession Balance**, the corresponding amount may be used under the terms of sub-clause 19.9.5.

12.4. The Depositary Bank shall transfer, at intervals to be defined in the **Concession Accounts Management Agreement** (not exceeding monthly), the **Earmarked Funds** based on the observed **Gross Revenue**, from the **Centralizing Account** to the **Concession Accounts**, in accordance with the definitions of the preceding sub-clauses, and shall immediately send the **ANTT** proof of the transfers made.

12.5. **ANTT** may require a review of the amounts deposited in the **Centralizing Account**—and consequently transferred to the **Concession Accounts**—as payment of the **Earmarked Funds**, and request their correction and supplementation, ensuring the **Concessionaire**'s right to adversarial proceedings and full defense.

12.5.1. Upon completion of the administrative proceeding to ascertain the facts, the **Depositary Bank** shall carry out the deposit review by transferring the supplementary amount from the **Centralizing Account** to the **Concession Accounts** or to the **Operating Account**, as the case may be.

12.5.2. The verification of the need for deposit review shall be conducted annually by the **ANTT** as part of the Ordinary Review process.

12.6. The **Concessionaire** is prohibited from using the amounts deposited in the **Concession Accounts** to back any guarantee instrument, such as surety, guarantee, or any other form.

12.6.1. If an order for attachment, seizure, garnishment, or any other type of judicial lien is issued against the **Concessionaire**, it must take all necessary measures to prevent such orders from affecting the **Centralizing Account** and the **Concession Accounts**.

12.7. The **Granting Authority** may, at its discretion, engage audit services to verify the actual amounts collected as **Earmarked Funds**, without prejudice to the application of applicable penalties.

13. Accounts Mechanism

13.1. The purpose of the **Accounts Mechanism** is to ensure the economic-financial sustainability of the **Concession**, using financial resources from the **Concession** itself.

13.1.1. A **Concession Accounts** management agreement must be executed with a **Depositary Bank**. The draft provided in **Annex 9** shall serve only as a reference and shall not be binding, with the final wording of the agreement subject to **ANTT** approval.

13.2. The **Centralizing Account** and the **Concession Accounts** are owned by the **Concessionaire** and shall be operated exclusively by the **Depositary Bank** under the terms of the **Accounts Mechanism Management Agreement**, with all related fees and charges to be borne solely by the **Concessionaire**.

13.2.1. The **Depositary Bank** shall be contracted by the **Concessionaire** within ninety (90) days after the effective date of this **Amendment**, except for the **Special Adjustment Account**, which shall be opened during the **Special Transition Period**.

13.2.2. Any amounts related to the **Concession Accounts** that are not transferred within the timeframe set forth in Sub-clause 13.2.1 shall be transferred immediately after the **Depositary Bank** is contracted.

13.2.3. The **Depositary Bank** must be a bank with net equity exceeding R$ 1,000,000,000.00 (one billion Brazilian Reais).

13.3. The accounts comprising the **Accounts Mechanism** shall receive exclusively the deposits attributed to them under this **Contract**.

13.4. All **Gross Revenue** from the **Concession** shall be deposited into the **Centralizing Account**, which shall be operated no less frequently than monthly by the **Depositary Bank** for the purpose of transferring the **Earmarked Funds** to the **Concession Accounts**, with the remaining balance to be transferred simultaneously to the **Operating Account**.

13.4.1. The **Concessionaire** shall stipulate, in any and all **Contract** it enters into involving the intermediation of **Toll Revenue** or generation of **Extraordinary Revenue**, that all payments to the **Concessionaire** under such **Contracts** must be made directly into the **Centralizing Account**.

13.5. Funds deposited in the **Concession Accounts** and in the **Centralizing Account** shall be invested by the **Depositary Bank** in federal government bonds indexed to the SELIC rate, or in investment funds indexed to such bonds or the SELIC rate, provided they are compatible with the transfer obligations established in the rules governing the **Concession Accounts**.

13.6. The **Centralizing Account** and the **Concession Accounts** shall be operated exclusively and autonomously by the **Depositary Bank**, pursuant to the rules of this **Contract** and the **Account Management Agreement**, the draft of which is provided in **Annex 9**, and which must contain the following provisions:

13.6.1. The **Concessionaire** shall undertake not to provide any instructions to the **Depositary Bank** regarding the **Centralizing Account** or the **Concession Accounts**.

13.6.2. **ANTT** and the **Granting Authority** shall undertake not to provide any instructions to the **Depositary Bank** concerning the **Accounts Mechanism**, except for the **Exchange Rate Compensation Notification**, **Sector Compensation Notification**, **Frequent User Discount Compensation Notification**, **Contribution Transfer Notification**, **Rebalancing Notification**, and **Final Results Adjustment Notification**, as provided in the **Contract** and its **Annexes**.

13.6.3. The **Depositary Bank** shall comply with all provisions contained in the notifications and documents received, provided they comply with this **Contract** and its **Annexes**.

(i) The **Parties** agree that transfers related to the **Centralizing Account**, the **Concession Accounts**, and the Single Treasury Account shall be made automatically by the **Depositary Bank** in the events provided for in the **Contract** and **Annex 9**.

13.7. Whenever requested by the **Parties**, the **Depositary Bank** shall, within two (2) business days, provide information regarding the **Centralizing Account** and the **Concession Accounts**, including balances, statements, and investment, deposit, and transfer history.

13.8. If the **Foreign Exchange Protection Mechanism** is triggered by the **Concessionaire**, the **Depositary Bank**, upon receipt of the **Exchange Rate Compensation Notification**, shall transfer the amounts specified therein, corresponding to the compensations described in **Annex 10**, from the **Retention Account** to the **Operating Account**, up to the limit of available funds.

13.9. The **Depositary Bank** shall retain in the **Retention Account** an amount corresponding to the sum of the **Earmarked Funds** from the previous twelve (12) months and automatically release any excess funds from the **Retention Account** to the **Adjustment Account**, where they shall remain until used, as provided in this **Contract**.

13.9.1. If the **Foreign Exchange Protection Mechanism** is not triggered by the **Concessionaire**, the **Depositary Bank** shall close the **Retention Account** and transfer the **Earmarked Funds** derived from **Gross Revenue**, as set forth in Sub-clause 12.2**,** directly to the **Adjustment Account**.

13.9.2. If the **Concessionaire** has no interest in activating the **Foreign Exchange Protection Mechanism**, it shall declare such intent prior to the execution of the **Concession Accounts** Management Agreement, which shall not include the opening of a **Retention Account**, and the corresponding funds shall be directed straight to the **Adjustment Account**.

13.10. Upon receipt of the **Sector Compensation Notification**, the **Frequent User Discount Compensation Notification**, or the **Rebalancing Notification**, the **Depositary Bank** shall transfer the corresponding amounts from the **Adjustment Account** to the **Operating Account**, up to the limit of available funds.

13.10.1. The **Parties** agree that the transfers related to the **Centralizing Account**, the **Concession Accounts**, and the **Single Treasury Account** shall be made automatically by the **Depositary Bank**, as provided in the **Contract** and **Annex 9**.

13.10.2. **ANTT**, acting as representative of the **Granting Authority**, acknowledges that the **Centralizing Account** and the **Concession Accounts** do not form part of the **Granting Authority**'s assets.

13.11. The duration of the **Concession Accounts** shall not be linked to the term of the **Concession**, it being understood that, in any event of termination of the **Concession**, the closure of the **Concession Accounts**, as well as the reversion of any remaining funds from the **Retention Account** and the **Adjustment Account** to the **Granting Authority**, shall be conditional upon the settlement, by the **Granting Authority**, of any indemnification owed to the **Concessionaire**, of any nature, pursuant to the calculation of the **Final Results Adjustment**.

13.11.1. The **Depositary Bank** shall close the **Concession Accounts** after the processing of the **Final Results Adjustment Notification**.

13.12. The **Contribution Account** shall be opened only in the event of **Earmarked Funds** corresponding to the winning **Bid** of the **Auction**, pursuant to the **Notice**, and shall be managed exclusively by **ANTT**, and closed after the procedure set forth in Sub-clause 12.3.

13.13. The **Centralizing Account**, the **Operating Account**, and the **Special Adjustment Account** opened during the **Special Transition Period** are part of the **Accounts Mechanism** set forth in this **Amendment**.

13.13.1. The **Centralizing Account** and the **Operating Account** shall be replaced by the accounts of the **Accounts Mechanism**.

13.13.2. In the event of a change in control, the opening of a new **Special Adjustment Account**, accompanied by a transfer of the existing balance, is permitted, subject to authorization by **ANTT**.

13.14. The **Special Adjustment Account** opened during the **Special Transition Period**, under the terms of the respective amendment, will be part of the **Accounts Mechanism** of this **Amendment** and will have the purpose of receiving the amounts deposited due to non-performance and obligations assumed during said period.

13.14.1. The amounts deposited as a condition for the qualification of the **SPE Controlling Shareholder** to participate in the **Competitive Process**, in case of non-compliance with more than twenty percent (20%) of the goals accumulated in the **Special Transition Period**, as provided for in the **Notice**, will be transferred to the **Adjustment Account**, within five (5) days from its incorporation, upon notification by

ANTT to the **Depositary Bank**.

13.14.2. The remaining funds in the **Special Adjustment Account**, after the movement indicated in 13.14.1, if any, will be transferred, for rebalancing purposes, to the **Operating Account** upon notification by **ANTT** to the **Depositary Bank**, subject to the execution of the remaining obligations of the **Special Transition Period**, according to sub-clause 44.4 and the procedure defined in **Annex 16**.

13.14.3. The **Special Adjustment Account** will be closed after the transfers provided for in sub-clauses 13.14.1 and 13.14.2 are made, and any remaining balance must be fully transferred to the **Adjustment Account**, upon issuance of notification by **ANTT**.

14. Rights and Obligations of Users

14.1. Without prejudice to other rights and obligations provided for in law, **ANTT** regulations, and other applicable legal instruments, the following are the rights and obligations of users of the **Highway System**, which must be observed and ensured by the **Concessionaire**:

I. to obtain and use the services related to the **Concession**, in accordance with traffic and transportation legislation;

II. to receive from **ANTT** and the **Concessionaire** information for the proper use of the service provided by the **Concessionaire** and for the defense of individual or collective interests;

III. to report to **ANTT** and the **Concessionaire** any irregularities they become aware of concerning the services provided;

IV. to notify the competent authorities of any unlawful acts committed by the **Concessionaire** in the provision of the service;

V. to have access to a **Customer Service Center (SAC)** provided by the **Concessionaire**;

VI. to have representation on the **User Council**, pursuant to **ANTT** Ordinance No. 1, dated March 30, 2021;

VII. to request information pursuant to the Access to Information Law (Law No. 12,527 of November 18, 2011);

VIII. to have access to services in accordance with the Environmental, Social, and Corporate Governance (**ESG**) Practices of the Concessionaire, pursuant to Clause 27;

IX. to participate in **ANTT**'s Public Participation and Social Oversight Processes relating to the **Concession**, including the proposal for the Five-Year Review;

X. to pay the **Toll Tariff**; and

XI. to safeguard the public property under concession.

15. Provision of Information and Access to the Highway System

15.1. Throughout the **Concession Term**, and without prejudice to other obligations to provide information established in the **Contract**, the **PER**, and applicable legislation, the **Concessionaire** shall:

15.1.1. Immediately notify **ANTT** of any and all events that significantly alter the normal course of the **Concession**, and shall submit a detailed written report within one (1) month of the occurrence, including, if applicable, technical opinions and the measures taken to remedy the issue.

15.1.2. Submit to **ANTT**, within the deadline established by it, any additional or supplementary information that **ANTT** may formally request.

15.1.3. Submit to **ANTT**, at the frequency established by it, a report containing detailed information on:

(i) traffic and accident statistics, with analysis of critical points and remedial measures implemented or to be implemented;

(ii) the conservation status of the **Highway System**;

(iii) environmental monitoring along the **Highway System**, pursuant to item 5 of the **PER**;

(iv) execution of the works and services under the **Concession**;

(v) performance of its activities, including, among other aspects, how the works and services related to the **Contract** are being executed, the results of the operation of the **Highway System**, as well as the financial planning and execution; and

(vi) the **Concession Assets**, including **Reversible Assets** to the **Granting Authority**, with respect to their condition, value, and actual control throughout the operational period, pursuant to **ANTT** regulations.

15.1.4. Submit to **ANTT**, on a quarterly basis, the trial balance and full financial statements for the previous quarter, pursuant to **ANTT** regulations.

15.1.5. Submit to **ANTT**, and also publish in a widely circulated newspaper, the Annual Financial Statements, duly audited by an independent auditing firm registered with the **CVM**, contracted by the **Concessionaire**, in accordance with Brazilian accounting standards and **ANTT** regulations, highlighting the following information for the fiscal year ended December 31 of the previous year:

(i) details of **Related Parties Transactions**, including explanatory notes sufficient to identify the parties involved, verify the terms practiced, and compliance with the **Related Party Transactions Policy**;

(ii) depreciation and amortization of assets;

(iii) provision for contingencies (civil, labor, social security, tax, environmental, or administrative);

(iv) management report;

(v) external auditors' report;

(vi) fiscal council report, if applicable;

(vii) **Concessionaire's** statement indicating the amount of its paid-in share capital and changes in its shareholding structure;

(viii) derivative transactions or other financial instruments backed by indexes or rates; and

(ix) distribution of profits and dividends.

15.1.6. Submit, together with the financial statements mentioned in the two preceding sub-clauses, a specific opinion from the independent auditors on the amount of **Earmarked Funds** or, alternatively, include a specific chapter on this amount in their respective reports.

15.1.7. Keep an updated register of the technical professionals responsible for the projects, works carried out, and services rendered during the **Concession Term**.

15.1.8. Publish on its website the following information throughout the **Concession Term**:

(i) current **Toll Tariffs** for all Toll Plazas, including historical data and graphical evolution of tariffs charged since the start of collection, with corresponding effective dates;

(ii) monthly accident statistics throughout the **Concession**, including location and cause (when provided by public entities or bodies), as well as the measures adopted to reduce incidence, as provided in the **PER**;

(iii) traffic conditions by **Homogeneous Segments**, updated daily and with guidance for users;

(iv) monthly vehicle traffic statistics, by vehicle type (motorcycle, passenger car, truck, and bus), at all Toll Plazas; and

(v) a management report focused on the user regarding the execution of capacity expansion and improvement works.

15.2. The **Concessionaire** shall carry out continuous traffic monitoring on the **Highway System**, including volumetric counts, measurements, and other procedures established in the **PER** at locations within the **Highway System** necessary for:

I. verifying compliance with its obligations;

II. verification of the obligation to carry out **Service Level Maintenance Works** due to the achievement of **Traffic Volume Trigger**;

III. verification of the need to implement improvements in interconnection devices, as provided in the **PER**.

15.3. The reports, documents, and information provided for in this clause shall be integrated into a database, in electronic format, according to the minimum standard established by **ANTT**.

15.3.1. **ANTT** shall be granted unrestricted and real-time access to the referred database, as well as to all raw data related to the operation of the **Highway System**.

15.3.2. The updated information resulting from permanent traffic monitoring, especially the measurement of the **Traffic Volume Trigger** of the **Homogeneous Segments** subject to capacity expansion conditioned on traffic volume, shall be made available to **ANTT** in real time through an exclusive electronic access.

15.4. The **Concessionaire** shall adopt the Chart of Accounts, the standardized Financial Statements, and the guidelines set forth in the latest version of the Accounting Manual for the Concession of Federal Highway Infrastructure Public Service for recording its accounting operations.

15.5. The **Concessionaire** shall make its best efforts to prevent any illegal or unlawful acts or events and shall report to the authorities any occurrences it becomes aware of in the course of activities related to the **Concession**.

15.6. It is the **Concessionaire**'s obligation to maintain a **Customer Service Center (SAC)** with the minimum structure required to support users' demands, as set forth in the specific **ANTT** regulation.

15.7. The **Concessionaire** shall be responsible for labor, social security, tax, commercial, and other obligations arising from the performance of this **Contract**.

15.8. At any time, **ANTT** or a third party authorized by it shall have unrestricted access to the **Highway System** and the **Concession Assets** to carry out field surveys, public interest studies, among others.

15.9. The **Concessionaire** shall, within twelve (12) months from the effective date of this **Amendment**, comply with the actions set forth in the Integrity Agreement attached to the **Competitive Process**.

15.10. The **Concessionaire** shall adopt, especially regarding transactions with **Related Parties**, the best practices recommended by the Brazilian Corporate Governance Code – Publicly Held Companies, issued by the Brazilian Institute of Corporate Governance (IBGC), as well as by the Novo Mercado Regulation, or by those that may replace them as reference before the **CVM**.

15.11. The **Concessionaire** shall, within one (1) month from the effective date of this **Amendment**, develop, publish, and implement a **Related Party Transactions Policy**, observing, where applicable, the best practices referred to in the previous sub-clause.

15.12. The **Related Party Transactions Policy** shall be updated by the **Concessionaire** whenever necessary, observing updates in the referred best practice recommendations and the need to include or amend specific provisions aimed at ensuring greater transparency and commutativity in transactions with **Related Parties**.

15.13. Within one (1) month from the execution of a contract with **Related Parties**, and at least five (5) business days prior to the start of performance of the obligations agreed therein, the **Concessionaire** shall publish on its website the following information on the executed contract:

I. general information about the contracted **Related Party**;

II. subject matter of the contract;

III. term of the contract;

IV. general conditions for payment and price adjustments related to the contract; and

V. justification by management for contracting the **Related Party** considering the available market alternatives.

15.14. The **Concessionaire** shall be responsible for identifying users who exceed the permitted speed limit on the highway, and shall provide administrative support to **ANTT** for the issuance of infraction notices and the collection of fines imposed, assuming the following obligations:

I. provide the necessary information to complete the infraction notice, for the purpose of applying the penalties provided in Law No. 9.503 of September 23, 1997 (Brazilian Traffic Code), providing an infraction processing support system that allows integration with **ANTT** systems and the electronic issuance and registration of the infraction notice; and

II. bear the costs and responsibilities for mailing the infractions issued by **ANTT**.

16. Supervision by ANTT

16.1. The powers of supervision over the performance of the **Contract** shall be exercised by **ANTT**, either directly or through an agreement.

16.2. **ANTT**, or a third party authorized by it, shall have unrestricted access to the **Highway System**, as well as to the **Concession Assets**, at any time, in order to perform its duties.

16.3. At any time, **ANTT** shall have unrestricted access to data relating to the management, contracts executed by the **Concessionaire**, accounting records, and the technical, economic, and financial resources related to the **Concession**, in order to perform its duties.

16.4. The supervisory and control bodies of **ANTT** shall be responsible for overseeing, inspecting, and auditing the **Contract**, as well as for evaluating the **Concessionaire's** performance, which may be carried out at any time.

16.5. Any determinations issued within the scope of the inspections referred to herein shall be immediately enforceable and binding upon the **Concessionaire**, without prejudice to any appeals that may be available.

16.6. The inspections conducted by **ANTT** shall be recorded in a specific document for the registration of events, which shall be formally submitted to the **Concessionaire** for the correction of any faults or defects identified.

16.6.1. The faults or defects listed in the specific record of events shall constitute a contractual breach and shall give rise to the issuance of a notice of violation, pursuant to Clause 21 of this **Contract**, without prejudice to the application of the **Rebalancing Discount**, as set forth in **Annex 5**.

16.6.2. A breach by the **Concessionaire** of a legal, contractual, or regulatory provision issued by **ANTT** shall result in the issuance of the corresponding notice of violation, in accordance with applicable regulations.

16.6.3. If the **Concessionaire** fails to comply with the determinations issued within the scope of the inspections, **ANTT** shall have the right to correct the situation, either directly or through a third party, at the **Concessionaire's** expense.

16.7. The **Concessionaire**, without prejudice to the applicable penalties, shall be required to repair, correct, remove, rebuild, or replace, at its own expense, the works and services related to the **Concession** in which **Construction Defects** are identified, within the time periods established by **ANTT**.

16.7.1. **ANTT** may require the **Concessionaire** to submit an action plan to repair, correct, remove, rebuild, or replace any work or service rendered in a defective or improper manner related to the **Concession**, within a deadline to be established by **ANTT**.

16.8. **ANTT** shall periodically inspect the **Highway System** to continuously assess its condition and to ensure that it will meet the required standards, as established in the **Contract** and the **PER**, upon its reversion to the **Granting Authority**.

16.9. Upon receiving notifications issued by **ANTT**, the **Concessionaire** may exercise its right to a full defense and adversarial proceedings, in accordance with applicable regulations.

16.10. Resources for Contract Management Support and Supervision

16.10.1. The **Concessionaire** shall allocate, throughout the **Concession Term**, Resources for Support and Supervision of Contractual Management in an annual amount of R$ 19,129,862.12 (nineteen million, one hundred twenty-nine thousand, eight hundred sixty-two reais and twelve centavos), to be updated by the **IRT**, to cover expenses with contractual management, as support, consulting, equipment, supervision, monitoring and others, as indicated and regulated by **ANTT**.

16.10.2. When not used for the purposes for which it is intended in the year, the referred Resources for Support and Supervision of Contractual Management must be reverted to the tariff moderation at the time of ordinary reviews.

17. Technological Development Funds – RDT

17.1. Throughout the entire **Concession** period, starting in the first month after the effective date of this **Amendment to the Contract**, the **Concessionaire** shall annually allocate the amount of R$ 3,188,310.35 (three million, one hundred eighty-eight thousand, three hundred ten reais and thirty-five centavos), adjusted by the **IRT**, to projects and studies aimed at technological development related to the object of the **Concession**, in accordance with **ANTT** regulations.

17.2. If not used for their intended purposes during the fiscal year, the **Technological Development Funds** shall be redirected to tariff moderation during the ordinary review processes.

18. Remuneration

18.1. The sources of revenue of the **Concessionaire** shall be those derived from the collection of the **Toll Tariff**, **Extraordinary Revenues**, and the corresponding financial income.

18.1.1. The leveraged cash flow shall not be used as a reference for the **Concessionaire**'s remuneration, and no rebalancing shall be granted due to variations in its outcome.

19. Toll Tariff

19.1. Toll System

19.1.1. The **Concessionaire** shall organize the collection of the **Toll Tariff** in accordance with the toll collection system set forth in the **PER**, implementing it with the highest possible management efficiency, so as to cause the least discomfort and loss of time to users of the **Highway System**.

19.1.2. To ensure proper traffic flow and greater convenience for users, the **Toll Tariffs** amounts shall be rounded, in accordance with the provisions of sub-clause **19.6.6**.

19.1.3. Motorcycles, mopeds, tricycles, motorized bicycles, ambulances, official vehicles (owned or contracted), from the Federal Government, States, Municipalities, and the Distrito Federal, their respective bodies, departments, autonomous agencies, or public foundations, as well as diplomatic corps vehicles, shall have free passage through the **Highway System** and shall therefore be exempt from the payment of the **Toll Tariff**.

(i) Specifically in relation to the Toll Plaza 3, whose location is indicated in the **PER,** vehicles from categories 1 to 5 will be exempt from paying the **Toll Tariff**, according to the table contained in sub-clause 19.1.5.

19.1.4. The **Concessionaire**, at its sole discretion and responsibility, may grant toll discounts, round the **Toll Tariff** in favor of users to facilitate change, and implement promotional or seasonal toll discounts on low-demand days and times, without being entitled to request the reestablishment of the economic-financial balance of the **Contract** as a result of these practices.

19.1.5. The **Toll Tariffs** shall vary by vehicle category, based on the number of axles and type of wheels, applying the **Toll Multipliers** listed in the table below:

Category	Vehicle Types	Number of Axles	Wheels	Toll Multiplier
1	Car, pickup truck, and van	2	Single	1.0
2	Light truck, bus, truck tractor, and van	2	Dual	2.0
3	Car and pickup truck with semi-trailer	3	Single	1.5
4	Truck, truck tractor, truck tractor with semi-trailer, and bus	3	Dual	3.0
5	Car and pickup truck with trailer	4	Single	2.0
6	Truck with trailer, truck tractor with semi-trailer	4	Dual	4.0
7	Truck with trailer, truck tractor with semi-trailer	5	Dual	5.0
8	Truck with trailer, truck tractor with semi-trailer	6	Dual	6.0
9	Truck with trailer, truck tractor with semi-trailer	7	Dual	7.0
10	Truck with trailer, truck tractor with semi-trailer	8	Dual	8.0

Category	Vehicle Types	Number of Axles	Wheels	Toll Multiplier
11	Motorcycles, mopeds, tricycles, and motorized bicycles	-	-	-
12	Ambulances, official vehicles, and Diplomatic Corps vehicles	-	-	-

19.1.6. In the event of the use of electronic payment methods and automatic vehicle identification (AVI), Users shall be entitled to a fixed 5% (five percent) discount on the **Toll Tariff** amount, referred to as the **Basic Toll Discount**, without the **Concessionaire** being entitled to an economic-financial rebalance.

19.1.7. The **Concessionaire** shall keep up to date, throughout the **Concession** period, the payment methods commonly used by the Brazilian population, pursuant to the toll collection system provided for in the **PER**.

19.1.8. For the purpose of counting the number of axles, the number of non-suspended axles on an empty vehicle shall be considered, pursuant to current regulations.

19.1.9. For vehicles with more than eight (8) axles, the **Toll Multiplier** equivalent to **Category 10** shall be applied, plus the result of the multiplication between: (i) the **Toll Multiplier** corresponding to **Category 1** and (ii) the number of axles exceeding eight (8).

19.1.10. The amounts calculated for each vehicle category at each **toll plaza** shall result from the product between (i) the adjusted **Toll Tariff**, rounded to **Category 1**, and (ii) the respective **Toll Multiplier**.

19.1.11. Without prejudice to the application of the **Toll Multiplier**, the **Toll Tariffs** may also be differentiated by segment and by number of lanes, considering the weighting by **Homogeneous Segments**, as provided for in this **Contract**.

19.1.12. In the cases provided for in sub-clause 19.3, **ANTT** shall authorize the **Tariff reclassification** procedure.

19.2. Tariff Steps

19.2.1. By executing this **Amendment to the Contract**, the following **Tariff Steps** are established, which will be levied on the **Base Toll Tariff (TBP)** progressively and accumulated during its validity, applied within the scope of the Ordinary Revisions – except for **Tariff Step** *d1*, whose application will comply with the provisions of sub-clause 19.2.2 –, subject to the achievement of the corresponding quarterly goals defined in the **Action Plan** under the terms of the **PER** and the other conditions defined therein clause, as shown in the following table:

Step	Month to be Applied the Tariff Step	Corresponding quarterly target	Percentage over previous year's TBP
d1	1st month	Not Applicable	6,00%
d2	13th month	9 months	6,00%
d3	25th month	21 months	6,14%
d4	37th month	Not Applicable	5,59%

Step	Month to be Applied the Tariff Step	Corresponding quarterly target	Percentage over previous year's TBP
d5	49th month	Not Applicable	5,59%

19.2.2. **Tariff Step** *d1* will be applied automatically, thirty (30) days after the beginning of the effectiveness of this **Amendment**, and is not conditioned to the fulfillment of the quarterly goals for the execution of the **PER**.

19.2.2.1. **Tariff Step** *d1* cannot be applied before January 1, 2027.

19.2.3. **Tariff Steps** *d4* and *d5* will be applied automatically only in Plaza 3, according to the location indicated in the **PER**, and are not conditioned to the fulfillment of the quarterly goals for the execution of the **PER**.

19.2.4. The **Tariff Steps** *d2* and *d3* shall only be implemented if the **Concessionaire** demonstrates compliance with at least 90% (ninety percent) of the target for the execution of works and services set forth in the **PER** for the relevant period.

(i) If the **Concessionaire** fails to achieve 100% (one hundred percent) of the target for the execution of works and services corresponding to a given **Tariff Step**, the bracket shall be discounted by twice the percentage of the unfulfilled target.

(ii) If the 90% (ninety percent) target established in sub-clause 19.2.4 is not reached in a given quarter, the corresponding **Tariff Step** shall only be applied starting from the subsequent Ordinary Review.

(iii) If the **Concessionaire** reaches the 90% (ninety percent) target for a given evaluation period during the subsequent period, the effects of the non-application of the **Tariff Step** referred to in item (ii) shall only be offset after the **Transition Period**, in the subsequent Ordinary Review, based on the actual date of certification of target achievement by **ANTT**, subject to the discount set forth in item (i), and the effects of applying **Factor C** shall be spread over the remaining term of the **Contract**.

19.2.5. In the event that a **Tariff Step** is not applied within the expected timeframe due to a delay in the Ordinary Review, or as a result of the entry into force of this **Amendment** on a date prior to that set forth in sub-clause 19.2.2.1, the economic and financial balance shall be restored with the use of the **Concession Balance**.

19.2.5.1. If the balance is insufficient, compensation may be made by adjusting the rate of **Earmarked Funds** or applying **Factor C** in the review following the end of the **Transition Period**.

19.2.6. During the **Transition Period**, there shall be no application of **Rebalancing Discount** or **Increase**, such that the economic-financial balance shall be assessed based on monitoring the **Action Plan** pursuant to the **PER**, the fulfillment of which is a condition for the application of **Tariff Steps**.

19.2.7. During the **Transition Period**, the effects of the incidence of **Factor C**, to be applied in the first Ordinary Review subsequent to the end of the **Transition Period**, will be suspended.

19.3. Tariff reclassification

19.3.1. The execution of works for the purpose of **Tariff reclassification** shall observe, to the extent not conflicting with the system and timelines provided for in this **Contract**, the provisions of specific **ANTT** regulations, and shall only take place after the end of the **Transition Period**.

19.3.2. **ANTT** shall authorize the **Tariff reclassification** in the event that the delivery of the works of a given **Homogeneous Segments**, group of **Homogeneous Segments**, or bypasses has been accepted by **ANTT**.

(i) Subject to the provisions of this **Contract**, **Tariff reclassification** may be authorized by **ANTT** at any time, producing immediate economic-financial effects in favor of the **Concessionaire**.

(ii) **Tariff reclassification** shall only take effect on the **Toll Tariff** concurrently with the tariff changes resulting from the subsequent **Ordinary Review**.

(iii) During the **Transition Period**, the **Concessionaire** shall not be entitled to **Tariff reclassification**, nor to any right to restore economic-financial balance, even if the duplication works or the implementation of additional lanes have been completed during such period.

(iv) At the end of the **Transition Period**, the **Tariff reclassification** related to the sections expanded during the **Transition Period** shall be applied in the first **Ordinary Review** following its conclusion.

(v) The recovery of revenues not collected due to the delay between the moment the **Concessionaire** becomes entitled to **Tariff reclassification**, as mentioned in item (ii), and the adjustment of the **Toll Tariff** in the subsequent **Ordinary Review**, shall be carried out by applying **Factor C**.

19.3.3. In the event of the delivery of capacity expansion works provided for in the PER and table below, the **Toll Tariff** applicable at a given toll plaza after the Tariff Reclassification shall consider the total length of the expanded **Homogeneous Section**, proportionally to the total of **Homogeneous Segments** associated with each toll plaza.

(i) The increase in the Toll Tariff shall result from the completion of duplication and of additional single and dual lanes works, as provided for in PER and Table 2 in Annex 12, based on the following Tariff Percentages:

Reclassification Item	Percentage
Dual Lane	30%
Additional Single Lane	15%

(ii) For each toll plaza, weights are assigned in relation to their respective **Homogeneous Segments** or groups of **Homogeneous Segments**, as set forth in **Annex 12**, in order to produce the effects of **Tariff Reclassification** for the expansion provided for in the **PER**, once certified by **ANTT**.

(iii) In each toll plaza, for the purpose of charging the reclassified **Toll Tariff**, only fully expanded **Homogeneous Segments** shall be considered.

(a) Subsections with different expansion deadlines within the same **Homogeneous Segment** may be considered for the proportional calculation of **Tariff Reclassification**.

(iv) The **Toll Tariffs** to be applied at each toll plaza shall follow the formula provided for in this **Contract**.

19.3.4. In the event of non-complete completion of the works listed in sub-clause 19.3.3 of a given **Homogeneous Segment**, **ANTT** may authorize the application of the **Tariff Reclassification**, provided that at least 90% (ninety percent) of the works that make up the corresponding reclassification item in the evaluated **Homogeneous Segment** have been effectively completed, without prejudice to the **Concessionaire**'s obligation to complete the pending percentage.

a) In the event provided for in this sub-clause, a discount corresponding to twice the percentage balance not completed will be considered in the **Tariff Reclassification**.

19.3.5. In the event of completion of the works for the implementation of bypasses provided for in the **PER**, the **Tariff Reclassification** will imply tariff increases applicable to all toll plazas of the **Highway System**, in accordance with the formula provided for in sub-clause 19.6.5, observing the authorization and receipt system provided for in sub-clause 19.3.7:

(i) The increase in the value of the **Toll Tariff** will be made by the completion of bypasses, as provided for in the **PER**, based on the following percentages:

Reclassification Item	Percentage
Access to Santarenzinho	4%
Access to Itapacurá	3%

19.3.6. In the event of completion of the set of improvement works provided for in the **PER**, the **Tariff Reclassification** will imply, for a single time, an increase of 5% (five percent), applicable to all toll plazas of the **Highway System**, according to the formula provided for in sub-clause 19.6.5, observing the authorization and receipt system provided for in sub-clause 19.3.7:

(i) Until the authorization, by **ANTT**, of the **Tariff Reclassification** referred to in this subclause, the **Tariff Reclassification Factor** (FRT) will be equal to 0.0 (zero).

19.3.7. The **Tariff Reclassification** shall be authorized by **ANTT** following an inspection certifying the delivery of the works in a given **Homogeneous Segment** in terms of safety and functionality, as provided for in this **Contract** and in the **PER**.

(i) The **Concessionaire** shall notify **ANTT** at least one (1) month in advance of the expected date of completion of the works.

(ii) **ANTT** shall conduct the inspection and issue a final decision on the **Tariff Reclassification** within one (1) month from the delivery date of the work indicated in the **Concessionaire**'s notification referred to in item (i) of this sub-clause.

(iii) If **ANTT** does not approve the **Tariff Reclassification**, the **Concessionaire** may file an appeal within fifteen (15) days from the date the **Concessionaire** is formally notified of the decision.

19.3.8. If a capacity expansion of a **Homogeneous Segment** not originally provided for in the **PER** is carried out, the financial effects of the **Tariff Reclassification** shall be considered in the corresponding **Marginal Cash Flow**.

19.3.9. If **ANTT** fails to timely conduct the inspection referred to in sub-clause 19.3.7(ii), the economic-financial rebalance of the **Contract** shall be ensured.

19.3.10. If the delivery of works subject to **Tariff Reclassification** occurs in delay, the **Concessionaire** may recover part of the revenue frustrated by the postponement of the **Tariff Reclassification**.

(i) Delays of more than five (5) years in relation to the deadlines established in the original

PER will not be subject to recovery;

(ii) Recovery does not apply to revenue losses due to the application of the discount set forth in subsection 19.3.4(i).

19.3.11. The recovery indicated in sub-clause 19.3.10 refers to the frustrated **Net Toll Revenue**, discounting the effects of **Earmarked Funds** and **DBT**, in each **Concession Year** in arrears, in addition to the discount according to the formula indicated in sub-clause 19.3.13.

19.3.12. The frustrated **Net Toll Revenue** will be calculated based on the actual traffic, the tariffs actually charged and the tariffs calculated as if there were a reclassification, corrected exclusively by the variation of the **IPCA** between the year of the frustrated revenue and the year of completion of the work.

19.3.13. The revenue recovered for each work subject to **Tariff Reclassification** delivered in arrears will follow the following formula:

$$Rr = \begin{cases} If\ c - p > 5\ then\ Rr = 0 \\ If\ c - p\ \leq 5\ then\ Rr = \displaystyle\sum_{i=p+1}^{c} 0.8^{c-i+1} \times Rf_i \end{cases}$$

Where:

Rr: total revenue recovered referring to the frustrated revenue due to each work completed late;

p: **Concession Year** provided for in the original **PER** for the completion of the work;

i: **Concession Year** purpose of the recovery of frustrated revenue;

c: **Concession Year** of the completion of the overdue work; and

Rfi: **Frustrated Net Toll Revenue** in **Concession Year** *i*, discounting the effects of the discounts of **Earmarked Funds** and the average **DBT** of **Concession Year** *i*.

19.3.14. The revenue recovered from each work, calculated according to the previous subclause, will be added and offset by means of Factor C.

(i) At the discretion of **ANTT**, the recovery may be carried out in whole or in part by means of a **Notification of Rebalancing**, with the use of **Earmarked Funds**.

(ii) According to the assessment of the impact on the **Toll Tariff**, the compensation of the total revenue recovered may be divided into equal installments in the years following the completion of the work, for a maximum of the same period of delay of the work, at the discretion of **ANTT**, being corrected only by the **IRT**.

19.4. Frequent User Discount

19.4.1. The **Concessionaire** shall ensure, throughout the entire **Concession Term**, the application of the **Frequent User Discount**, limited to users equipped with Electronic Toll Collection System (AVI) and driving vehicles in categories 1, 3, and 5, as indicated in the **Tariff Multipliers** table, based on the number of trips through the same toll plaza, in the same traffic direction, and within the same calendar month, in accordance with the other rules set forth in **Annex 11**.

19.4.2. The **Concessionaire**, when preparing its proposal, considered that the annual revenue loss resulting from the **Frequent User Discount** shall be 0.45% (forty-five hundredths of a percent) of the **Toll Revenue** that would have been collected had the **Frequent User Discount** not been applied to the Toll Tariffs, without prejudice to any adjustment in favor of the **Concessionaire** or the **Granting Authority**, in the event provided for in the sub-clause.

19.4.3. The **Concessionaire** shall calculate and submit to **ANTT** the calculations and statements regarding the difference between (i) the total amount of **Net Toll Revenue** loss due to the **Frequent User Discount** during the relevant year and (ii) the estimated revenue loss referred to in the sub-clause for the same period, within one (1) month after the end of each **Concession Year**.

(i) The total amount of **Toll Revenue** loss due to the **Frequent User Discount** corresponds to the difference between: (i) the estimate, for the year in question, of the **Net Toll Revenue**, net of **Earmarked Funds** and accounting for the **BTT**, that would have been earned by the **Concessionaire** had the **Frequent User Discount** not been applied; and (ii) the **Net Toll Revenue**, net of **Earmarked Funds**, actually earned by the **Concessionaire** in the year in question, due to the application of the **Frequent User Discount**, pursuant to **Annex 11**.

19.4.4. The **Concessionaire** shall be compensated annually, within the scope of the **Ordinary Review**, after due verification by ANTT, for the variation in **Net Toll Revenue**, net of **Earmarked Funds**, resulting from the application of the **Frequent User Discount**, by means of the **Frequent User Discount Compensation Notification**.

(i) If the difference determined under the sub-clause 19.4.3 is positive, **ANTT** shall send the **Depositary Bank** the **Frequent User Discount Compensation Notification**, instructing the transfer of such amount from the **Adjustment Account** to the **Operating Account**, in the immediately subsequent Ordinary Review.

(ii) If the difference determined under the sub-clause 19.4.3 is negative, **ANTT** shall send the **Depositary Bank** the **Frequent User Discount Compensation Notification**, instructing the transfer of such amount from the **Centralizing Account**, after the deductions of **Earmarked Funds** provided for in this **Contract**, to the **Adjustment Account**, in the immediately subsequent Ordinary Review.

(iii) If, in a given **Concession Year**, the loss of **Toll Revenue** resulting from the application of the **Frequent User Discount** exceeds the amount available in the **Adjustment Account**, **ANTT** shall proceed with the rebalancing of the economic-financial equilibrium by adjusting **Factor C** in the subsequent Ordinary Review.

19.4.5. The **Concessionaire** shall ensure real-time sharing of the primary data necessary for determining the **Toll Revenue** effectively collected from **Frequent Users** as a result of the application of the **Frequent User Discount**, with **ANTT**’s monitoring systems, including details of the users’ passages.

19.5. Free Flow System

19.5.1. The implementation of a **Free Flow** system for **Toll Tariff** collection may be determined by **ANTT** or proposed by the **Concessionaire**, in accordance with applicable law and the provisions of this **Contract**.

(i) Within three (3) years from the effective date of this **Amendment to the Contract**, and at its own expense, the **Concessionaire** shall prepare studies to assess the feasibility and pricing of the investments required for the implementation of all the equipment and systems necessary to enable toll collection under the **Free Flow** modality.

(ii) **ANTT** shall decide on the feasibility of implementing the system until the end of 5th (fifth) **Concession Year**, considering in its analysis the contractual provisions, applicable law, and the impacts on the economic-financial equilibrium of the **Contract**.

(iii) The inclusion in the **Contract** of a **Free Flow Toll Tariff** collection system shall occur by means of the execution of an amendment to the contract.

19.5.2. The **Concessionaire** shall be responsible for identifying users who fail to pay the **Toll Tariff** under the **Free Flow** system, including users without Electronic Toll Collection equipment, and shall support **ANTT** in issuing the corresponding infraction notices and collecting the fines imposed, assuming the following obligations:

(i) provide the information necessary for completing the infraction notices, for purposes of applying the penalties established in Law No. 9,503 of September 23, 1997 (Brazilian Traffic Code), providing an infraction processing support system that enables integration with **ANTT**'s systems and the electronic completion and issuance of the infraction notice;

(ii) bear the costs and take the necessary measures for mailing the infraction notices issued by **ANTT** due to evasion or non-payment of the **Toll Tariff**, which correspondence may include the billing of amounts owed by the user if electronic means of payment are not available; and

(iii) provide, from the start of toll collection, electronic means for payment of the **Toll Tariff**.

19.5.3. Users who fail to pay the **Toll Tariff** under the **Free Flow** system shall be granted a period to regularize the payment, either through electronic means made available by the Concessionaire or through billing sent together with the infraction notices issued by **ANTT**, and such period shall be agreed upon between the **Parties**, subject to applicable regulations on the matter.

19.6. Calculation and Reviews of the Toll Tariff

19.6.1. The **Toll Tariff** shall be adjusted annually by the **IRT**, starting from the effective date of this **Amendment to the Contract**.

19.6.2. The **Toll Tariff** at the beginning of the effective date of this **Amendment** shall be that approved in the last Ordinary Review of the **Original Contract**, minus any discount offered in the **Competitive Process**, and on the resulting amount the increase corresponding to **Tariff Step** *d1* shall be applied, pursuant to Sub-clause 19.2.2.

19.6.3. The first Ordinary Review of the **Toll Tariff** shall take place twelve (12) months after the effective date of this **Amendment to the Contract**.

(i) The second and third Ordinary Reviews, during the **Transition Period**, shall be carried out annually on the same day and month as the first Ordinary Review.

(ii) After the **Transition Period**, the Ordinary Reviews shall take place within six (6) months after the end of each **Concession Year**.

(iii) Starting with the first Ordinary Review and continuing thereafter, the ISSQN tax rates effectively applied by the municipalities shall be updated, and their effects shall be applied to the **Toll Tariff**, considering the **Notice** set forth that the **TBP** resulting from the **Auction** assumes all rates at 5% (five percent).

19.6.4. The effects of Extraordinary Reviews and Five-Year Reviews shall be applied to the **Toll Tariff** concurrently with those of the Ordinary Review.

(i) The **Toll Tariff** to be practiced will be authorized through the publication of a specific act of **ANTT** in the **DOU**.

19.6.5. The **Toll Tariff**, at each toll plaza, shall be reviewed annually, starting from the first Ordinary Review, for category 1, according to the following formula:

$$TP = TCP \times TBP \times \prod_{j=1}^{5}(1 + d_j) \times \left(1 + \sum FRT\right) \times (1 + \sum PTH) \times IRT \times (1 - D) + (FCM \times IRT) + C$$

Where:

TP: **Toll Tariff**;

TCP: Coverage Stretch of each Plaza, as shown in Table 1 of **Annex 12**;

TBP: **Base Toll Tariff**, with differentiated values for plazas P1, P2 and P3, according to sub-clause 1.1.1 (cix);

dj: **Tariff Steps *j***, with j ranging from 1 to 5, according to subclause 19.2;

FRT: Tariff **Reclassification Factor**, according to subclauses 19.3.5 and 19.3.6;

Π (*Produtório*): mathematical notation that represents the sequential multiplication of a series of terms. In the case of **Tariff Steps**, it indicates the product $(1 + d_1) \times (1 + d_2) \times ... \times (1 + d_5)$;

PTH: Weights of the specific TH associated with each toll plaza to be applied in the **Tariff Reclassification**, according to Table 2 of **Annex 12**;

IRT: readjustment index for monetary adjustment of the value of the **Toll Tariff**;

D: percentage of **Factor D** that exceeds 5% (five percent) according to the calculation methodology of **Annex 5**;

C: **Factor C**; and

FCM: **Marginal Cash Flow**.

19.6.6. The **Toll Tariff** applicable to **Category 1** shall be rounded to multiples of ten (10) cents of Brazilian reais and determined according to the following rounding rule:

(i) If the second decimal place is less than five, it shall be rounded down to zero and the first decimal digit maintained; or

(ii) If the second decimal place is five or greater, it shall be rounded down to zero and the first decimal digit increased to the next highest value.

19.6.7. The effects of rounding shall be considered in the subsequent **Ordinary Review**, through the application of the **Factor C** methodology.

19.6.8. The adjusted values of the **Toll Tariff** shall be authorized through the publication of a specific act by **ANTT** in the **DOU**.

19.6.9. In the event any of the adjustment indices provided for in this **Contract** is discontinued, the index to be used shall be its replacement.

19.6.9.1. If no replacement index is automatically designated, **ANTT** shall determine the new adjustment index.

19.7. Ordinary Review

19.7.1. The **Ordinary Review** is the annual review conducted by **ANTT** at the time of the toll adjustment, in accordance with the triggering events, deadlines, and procedures established in **ANTT** regulations. Its purpose is to incorporate the effects of the adjustments provided for in this **Contract**, through the application of **Factor C**, **Factor D**, **Factor A**, and **Factor E**, the adjustments foreseen in the **Marginal Cash Flow**, the application of the effects of **Tariff Steps** and **Reclassifications** to the **Toll Tariff**, any compensation resulting from the **Frequent User Discount**, and the implementation of contractual mechanisms.

19.7.2. **Factor C** shall be calculated and applied according to the methodology set forth in **Annex 6**.

19.7.3. **Factors D, A,** and **E** shall be calculated pursuant to the criteria outlined in **Annex 5**.

19.7.4. Adjustments to the **Marginal Cash Flow** shall be made in accordance with specific regulations.

19.7.5. Any compensation arising from the **Frequent User Discount** shall be carried out as provided in **Annex 11**.

19.7.6. Compensation related to the **Demand Risk Sharing Mechanism** shall be carried out as provided in **Annex 13**.

19.7.7. Under the scope of the **Ordinary Review**, the **Input Price Risk Sharing Mechanism** shall be implemented if triggered by the **Concessionaire**.

19.7.8. Regardless of any procedural delays in the **Ordinary Review**, **ANTT** shall authorize the application of the **Toll Tariff** adjustment effects on the scheduled day and month for the Ordinary Review, with any necessary corrections to be made subsequently, in accordance with **ANTT** regulations.

19.8. Five-Year Review

19.8.1. The **Five-Year Review** is conducted every five (5) years with the purpose of aligning the **Contract** with the dynamics of the **Highway System**, pursuant to the triggering events and procedures set forth in **ANTT** regulations.

19.8.2. The first **Five-Year Review** shall take place at the end of the fifth (5th) year following the effective date of this **Amendment to the Contract**, and the subsequent reviews shall be held every five (5) years thereafter, or as otherwise provided by **ANTT** regulations.

19.8.3. As part of the **Five-Year Review**, the use of the **Concession Balance** shall be authorized by **ANTT**, based on the planned and proportional application of the existing **Earmarked Funds** in relation to the **Concession Term**, considering current and future needs, and following the alternatives below:

(i) inclusion in the **Contract** of works and services not originally provided for in the **PER**, provided such works and services are not part of the remaining inventory of works included in the **Improvement Quota**;

(ii) inclusion in the **Contract** of works and services not originally provided for in the **PER**, aimed at sustainability actions, social and environmental responsibility, and climate resilience, pursuant to **ANTT** regulations; and

(iii) reversion to the tariff affordability, through the reduction of the values of the **Toll Tariff**, and the **Concessionaire** may previously demonstrate the impact of the reduction on the financing still necessary, whose weightings will be evaluated by **ANTT**, to decide whether or not to use the **Concession**

Balance in this case.

19.8.4. The Five-Year Review proposal for the **Contract** must be submitted to **ANTT**'s Public Participation and Oversight Process to ensure the right of all interested parties to express their views.

19.9. Extraordinary Review

19.9.1. The Extraordinary Review is a review carried out on an exceptional basis, subject to the triggering events and procedures set forth in **ANTT** regulations.

19.9.2. The financial repercussion resulting from changes, inclusions or exclusions of obligations will be processed exclusively in Extraordinary Review, in the following cases:

(i) where there is a risk of imminent breach by the **Concessionaire** of obligations that would trigger early maturity and/or acceleration of maturity of financing agreements with the **Lenders**, as evidenced under the financing agreement, provided such breach results from a risk allocated to the **Granting Authority**;

(ii) where the perceived economic-financial imbalance, whether due to a single event or a combination of events, exceeds 5% (five percent) of the **Concessionaire**'s **Gross Revenue** from the most recent audited fiscal year;

(iii) in the event of a delay in the opening of toll plazas due to a circumstance that constitutes a risk allocated to the **Granting Authority**; or

(iv) in the event of exceptions provided for in this **Contract**.

19.9.3. Claims not falling under the events listed in sub-clause 19.9.2 above shall only be assessed every five (5) years as part of the five-year review.

19.9.4. Claims referred to in the sub-clauses 19.9.2 and 19.9.3 may be subject to partial economic-financial rebalancing, if found valid, in accordance with the deadlines and procedures set forth in **ANTT** regulations.

19.9.5. The **Concession Balance** related to the **Earmarked Funds**, as per the sub-clause 12.3.6 may be used under **Extraordinary Reviews**, at **ANTT**'s discretion, for the purpose of rebalancing the **Contract**, reducing tariffs, or including works and services not originally set forth in the **PER**.

19.9.6. Any amounts determined under an Extraordinary Review shall be adjusted annually in accordance with the **IRT**.

20. Extraordinary Revenue

20.1. The use or operation by the **Concessionaire** of the **Right-of-Way** of any segment of the **Highway System**, as well as the generation of Extraordinary Revenue, shall be subject to prior authorization and shall comply with **ANTT** regulations.

20.1.1. The following are considered sources of **Extraordinary Revenue**:

(i) fees charged for the use of the **Right-of-Way**, as regulated by ANTT;

(ii) fees charged for advertising, in accordance with applicable law, the rules of the National Council for Advertising Self-Regulation (CONAR), and **ANTT** regulations;

(iii) revenues arising from the commercial use of electronic information exchange systems via data networks, in compliance with Law No. 13,709/2018;

(iv) revenues derived from the commercial operation of expropriated surplus areas;

(v) other revenues arising from associated projects, meaning all services provided by the **Concessionaire** to third parties that are not part of the object of this **Concession Agreement**.

20.1.2. The **Concessionaire** may explore other sources of **Extraordinary Revenue** not expressly set out in the regulations or this **Contract**, provided it obtains prior authorization from **ANTT**.

20.2. Once approved by **ANTT**, the **Concessionaire** shall maintain separate accounting records for each contract that generates **Extraordinary Revenue**, detailing revenues, costs, and net results.

20.2.1. The **Concessionaire** may establish a wholly-owned subsidiary to manage associated projects.

20.2.2. The wholly-owned subsidiary of the **Concessionaire** shall be prohibited from holding interests in other companies.

20.3. Contracts related to **Extraordinary Revenue** shall be considered precarious in nature and remain in force only until the expiration of this **Contract**, unless expressly and previously authorized otherwise by **ANTT**.

20.4. Any agreements or authorizations granted to public service entities for the use of the Right-of-Way of segments of the **Highway System** and its access points must comply with the procedures set forth in **ANTT** regulations and legal provisions.

20.5. The reversion to tariff affordability of the amount collected from Extraordinary Revenues throughout the **Concession** has already been considered in the calculation of the **Base Toll Tariff**.

20.6. The **Extraordinary Revenues** obtained during the **Concession** will be fully allocated to the **Concessionaire**, deducting only the **Earmarked Funds**, under the terms of this **Contract**.

21. Penalties

21.1. Failure to comply with the provisions of this **Contract** and its **Annexes**, and with the **Public Notice** and its **Annexes**, shall result in the application of the penalties set forth in this **Contract** and in other applicable legal and regulatory provisions of **ANTT**, except in the event of conflicting provisions, in which case the contractual provisions shall prevail.

21.2. Failure to comply with the obligations set forth in the **PER** shall be deemed partial non-performance of the **Contract** and shall result in the application of the sanctions provided for in the **Contract** to the **Concessionaire**, without prejudice to the application of the **Rebalancing Discount**.

21.2.1. For partial or total non-performance of this **Contract**, **ANTT** may, ensuring the right to prior defense, impose the following sanctions on the **Concessionaire**, without prejudice to the initiation of proceedings for termination due to forfeiture:

(i) warning; or

(ii) fine.

21.2.2. When applying sanctions, **ANTT**'s regulations concerning the gradation of infractions shall be observed, adjusting the values of applicable fines, while always ensuring the **Concessionaire**'s right to due process and adversarial proceedings.

21.2.3. The procedures applicable to inspection, investigation of infractions, application of penalties and other aspects of the administrative sanctioning process will follow the provisions of the **RCR** and other **ANTT** regulations.

21.2.4. The application of the fines referred to in the previous sub-clauses does not prevent **ANTT** from declaring the **Contract**'s forfeiture, observing the procedures provided for therein, or applying other sanctions provided for therein.].

21.2.5. Any debt arising from an administrative proceeding resulting in a final and unappealable decision to impose a fine that remains unpaid by the **Concessionaire** or the **Contract**'s **Performance Bond** shall be registered in the Federal Government's Past Due Credit Information Registry (CADIN) and enrolled as outstanding debt until full payment is made.

21.3. A fine shall be applied due to breach of or delay in fulfilling contractual obligations, without prejudice to the economic and financial rebalancing provided for in this **Contract**, in the following cases:

Item	Unit	Initial Amount	Maximum Amount	Daily Penalty
Failure to meet the **Performance Parameters** established in the Pavement item of the **PER**, including shoulders and service roads.	per kilometer of affected roadway	R$ 1,166.90	R$ 70,014.00	R$ 1,166.90
Failure to meet the **Performance Parameters** established in the Signage and Protection and Safety Elements item of the **PER**, including shoulders and service roads.	per kilometer of affected roadway	R$ 666.60	R$ 19,998.00	R$ 666.60
Failure to meet the **Performance Parameters** established in the Drainage System and Standard Engineering Structures (OACs) item of the **PER**, including shoulders and service roads.	per kilometer of affected roadway	R$ 556.00	R$ 16,680.00	R$ 556.00
Failure to meet the **Performance Parameters** of Special Engineering Structures (OAEs) in the **PER**, including shoulders and service roads.	per OAE unit	R$ 556.00	R$ 66,720.00	R$ 556.00
Failure to meet the **Performance Parameters** established in the Embankments and Containment Structures item of the **PER**, including shoulders and service roads	per event	R$ 556.00	R$ 66,720.00	R$ 556.00
Failure to meet the **Performance Parameters** established in the Central Median and Right-of-Way item of the **PER**	per kilometer of affected roadway	R$ 556.00	R$ 16,680.00	R$ 556.00
Failure to meet the **Performance Parameters** established in the Implementation and Rehabilitation of Buildings and Operational Facilities item of the **PER**	per building	R$ 556.00	R$ 66,720.00	R$ 556.00

Item	Unit	Initial Amount	Maximum Amount	Daily Penalty
Failure to meet the **Performance Parameters** established in the Electrical and Lighting Systems item of the **PER**, including service roads	per kilometer of affected roadway	R$ 556.00	R$ 66,720.00	R$ 556.00
Failure to correct a infraction within the deadline established in the **Contract**, the **PER**, or by **ANTT**, subject to warning or to a penalty not otherwise provided for in this sub-clause	per kilometer of affected roadway	R$ 1,084.20	R$ 65,052.00	R$ 1,084.20
Failure to submit the preliminary or detailed design of the highway that will be subject to the Capacity Expansion and Improvement Works of the **PER**, within the deadlines and conditions set forth in this **Contract** and the **PER**	per kilometer of affected roadway	R$ 13,344.00	R$ 66,720.00	R$ 556.00
Failure to meet the implementation milestones of works (works up to 1 year in duration): – Dual lane	per kilometer of affected roadway	R$ 280,000.00	R$ 1,400,000.00	R$ 3,108.00
Failure to meet the implementation milestones of works (works up to 1 year in duration): – Additional lanes on dual-lane segments	per kilometer of affected roadway	R$ 80,000.00	R$ 400,000.00	R$ 888.00
Failure to meet the implementation milestones of works (works up to 1 year in duration): – Bypasses	per kilometer of affected roadway	R$ 280,000.00	R$ 1,400,000.00	R$ 3,108.00
Failure to meet the construction milestones of: – Pedestrian overpasses	per unit	R$ 90,000.00	R$ 450,000.00	R$ 1,998.00
Failure to meet the construction milestones of: – Underpasses or overpasses; – At-grade or grade-separated interchanges; – U-turns	per unit	R$ 340,000.00	R$ 1,700,000.00	R$ 1,904.00
Failure to meet the construction milestones of: – Access roads.	per unit	R$ 50,000.00	R$ 250,000.00	R$ 555.00
Failure to meet the construction milestones of: – Widening and reinforcement OAE; – Construction of new OAE	per unit	R$ 340,000.00	R$ 1,700,000.00	R$ 1,904.00

Item	Unit	Initial Amount	Maximum Amount	Daily Penalty
Failure to meet the implementation milestones of: – Service roads; – Passing lanes on single lanes segments; – Third lanes on single lanes segments.	per kilometer of affected roadway or fraction thereof	R$ 130,000.00	R$ 650,000.00	R$ 728.00
Failure to meet the implementation milestones of: – Shoulders	per kilometer of affected roadway	R$ 30,000.00	R$ 150,000.00	R$ 333.00
Failure to meet the implementation milestones of: – Improvements to Horizontal and Vertical Curves	per unit	R$ 180,000.00	R$ 900,000.00	R$ 1,008.00
Failure to meet the implementation milestones of infrastructure to support public transport: – At-grade crossings; – Bus stops	per unit or fraction	R$ 30,000.00	R$ 150,000.00	R$ 666.00
Failure to submit the preliminary or detailed design for the Service Level Maintenance Works, within the deadlines and conditions of this **Contract** and the **PER**	Same values as for Capacity Expansion and Improvement Works			
Failure to meet the delivery deadlines for the Service Level Maintenance Works	Same values as for Capacity Expansion Works			
Failure to submit the preliminary design for the **Improvement Quota** works, within the deadlines and conditions of this **Contract** and the **PER**	Same values as for Capacity Expansion and Improvement Works			
Failure to meet the delivery deadline for the service road works under the **Improvement Quota** works	Same values as for Capacity Expansion and Improvement Works			
Failure to meet the delivery deadline for **Improvement Quota** works, except for service roads	Same values as for Improvement Works			
Failure to adapt the highway to the **Technical Parameters** provided in the **PER**, except in permitted cases or when the necessary adaptation is approved by **ANTT**	Same values as for Capacity Expansion and Improvement Works			
Failure to meet the implementation deadlines established in the **PER** for the systems included in the Operational Services Front	per system/service or fraction thereof	R$ 960,000.00	R$ 4,800,000.00	R$ 5,376.00

Item	Unit	Initial Amount	Maximum Amount	Daily Penalty
Failure to meet the construction and renovation deadlines established in the **PER** for the Buildings included in the Operational Services Front, except for Weigh Stations, PGF, Toll Plazas and PPD	per building	R$ 248,000.00	R$ 1,240,000.00	R$ 2,752.80
Failure to meet the construction and renovation deadlines established in the **PER** for Weigh Stations, Toll Plazas, PGF and PPD	per building	R$ 248,000.00	R$ 1,240,000.00	R$ 2,752.80
Failure to meet the implementation deadlines established in the **PER** for the Weighing Systems under the Operational Services Front	per building	R$ 248,000.00	R$ 1,240,000.00	R$ 2,752.80
Operating the **Concession** without the equipment and vehicles provided in the **PER**, or with equipment and vehicles with impaired functionality	per system/service /equipment/vehicle or fraction there of	R$ 38,984.40	R$ 194,922.00	R$ 1,624.35
Failure to submit, within the deadline set by **ANTT**, monitoring reports, records, and plans required by the **PER**	per report	R$ 12,994.80	R$ 64,974.00	R$ 541.45
Failure to operate the Geographic Information System (GIS), the Asset Management System (SGA), or the Traffic Management Support System (SAGT) as provided in the **PER**	per system/service or fraction there of	R$ 78,062.40	R$ 390,312.00	R$ 1,084.20
Failure to maintain the guarantees as provided in this **Contract**, without prejudice to the initiation forfeiture process	per guarantee	R$ 2,000,000.00	R$ 10,000,000.00	R$ 100,000.00
Failure to hire or maintain in force, throughout the performance of the **Contract**, the insurance policies required herein	per policy	R$ 13,002.60	R$ 65,013.00	R$ 1,083.55
Reducing the share capital of the **SPE** below the specified amounts without the prior and express authorization of **ANTT**, or failing to increase it as required under Clause 25	per event	R$ 2,000,000.00	R$ 10,000,000.00	R$ 100,000.00
Failure to submit the certificate of conformity issued by the **Verifier** pursuant to sub-clauses 7.11 and 8.1	per certificate	R$ 13,344.00	R$ 66,720.00	R$ 556.00
Causing delays in obtaining environmental licenses and permits, pursuant to sub-clause 5.2	per request	R$ 120,000.00	R$ 600,000.00	R$ 5,000.00

Closeout Inspections	Fine	
Non-conformities identified in the Preliminary Closeout Report, pursuant to **Annex 7.**	1.5	times the penalty amount established for each event, as per the applicable Resolution or as set forth in this **Contract**.
Non-conformities identified in the Final Closeout Report, pursuant to **Annex 7**.	2.0	times the penalty amount established for each event, as per the applicable Resolution or as set forth in this **Contract**.

21.3.1. All amounts established in this sub-clause shall be updated by the **IRT** throughout the performance of the Agreement;

21.3.2. Upon becoming aware of the non-compliance with **Performance Parameters**, **ANTT** shall apply the penalty in the amounts indicated in the **"**Initial Amount**"** column of the tables in sub-clause 21.3, regardless of any regulated timeframes for correction;

21.3.3. **ANTT** may establish differential criteria for the issuance of penalties based on the evaluation of the **Concessionaires**, in accordance with the applicable regulations;

21.3.4. For each unit of non-conformity indicated in the tables of this sub-clause, the sum of the late payment penalties and initial amounts may not exceed the "Maximum Amount" established in the table of this sub-clause;

21.3.5. Penalties relating to non-compliance with **Performance Parameters** applied per 1 km (one kilometer) segments shall be based on the highway's kilometer markers.

21.4. For the penalties provided for in the **Contract**, the accrual of the late payment penalty shall begin on the date the **Concessionaire** becomes aware of the non-conformity and shall end upon the occurrence of any of the following events:

I. notification of the effective correction;

II. the date of any alteration to the obligation that gave rise to the late payment penalty; or

III. the total of the initial amount and late payment penalty reaching the maximum penalty amount provided in sub-clause 21.3.

21.5. Where there is no specific penalty provided in this **Contract**, failure to comply with the deadlines agreed for the execution of new works, in cases not specified in sub-clause 21.3, shall result in the imposition of a penalty equivalent to 10% of the value of the work, as approved by **ANTT**, plus a daily late payment penalty of 0.056% (fifty-six thousandths of one percent), until a maximum amount of 50% of the value of the work.

21.5.1. In the case of redoing a work, a late payment penalty shall be applied in relation to the non-compliance with the obligation, as provided in sub-clause 21.3, upon notification by **ANTT** to the **Concessionaire**.

21.5.2. Delay in meeting the deadline agreed for the completion of the redone work shall give rise to the application of the same late payment penalty applicable to the original obligation, pursuant to sub-clause 21.3.

21.6. The administrative process for the imposition of penalties shall comply with the applicable legislation, including the regulations of **ANTT**.

21.7. In addition to the contractual sanctions provided for, an impediment to participate in bids and to enter into contracts with the Administration may be applied, subject to the principles of proportionality and reasonableness, due to the declaration of forfeiture, as well as in other cases provided for by applicable legislation and regulation, particularly those set out in Article 156 of Law No. 14,133, of April 1, 2021.

21.7.1. Said suspension shall also apply to the **Controlling Shareholder** of the **Concessionaire** and may not be imposed for a period exceeding three (3) years.

22. Risk Allocation

22.1. The allocation of risks in the **Concession Contract** shall observe the following general rules:

22.1.1. Upon the occurrence of any risk event provided for in the **Contract**, the responsible **Party** shall fully undertake its consequences, including any extraordinary effects, except in the cases of risk sharing set forth in sub-clause 22.1.2.

22.1.2. The extraordinary effects of events that affect only input price variations and/or of the **Toll Revenue** of the **Concession**, including cases of force majeure or acts of God, shall be shared between the **Concessionaire** and the **Granting Authority**, as provided in sub-clause 22.8.

(i) The characterization of extraordinary effects shall be based on statistical analysis, in accordance with **ANTT** regulations.

22.1.3. Any compensation granted by the **Granting Authority** as a result of imbalances caused by extraordinary effects on traffic demand shall be treated as revenue effectively received for the purpose of applying the **Demand Risk Sharing Mechanism**.

22.1.4. Except for the events specified in sub-clause 22.1.2, any other extraordinary effects arising from the risks allocated under this **Contract** shall be fully borne by the Party to whom the risk is assigned.

22.1.5. No economic and financial rebalancing in favor of the **Concessionaire** shall be recognized where the losses arise from its own negligent, reckless, unskilled, or omissive conduct in the performance of the services covered by the **Concession Agreement**, or in handling the risks assigned to it.

22.1.6. The impacts of ordinary risk events on the **Toll Revenue** of the **Concession** shall be governed exclusively by sub-clause 22.2.

22.1.7. The impacts of ordinary risk events on costs or on any other aspects of the **Concession** shall be governed by clauses 22.3 and subsequent ones.

22.1.8. In the event of a risk occurrence that may result in an economic and financial imbalance of the **Contract**, the **Concessionaire** shall:

(i) notify **ANTT** of the event within **two (2) years** from its actual occurrence; and

(ii) submit the request for economic and financial rebalancing of the **Contract** as stipulated in clause 23.2, within a maximum period of **five (5) years** from the actual occurrence, under penalty of forfeiture.

22.2. Toll Revenue Variation Risk

22.2.1. The risk of variation in **Toll Revenue** during the term of the **Contract** shall be governed exclusively by this sub-clause, and such variation may not be considered as resulting from other risk events provided for in this **Concession Contract** for the purpose of determining economic and financial imbalance.

22.2.2. The discipline governing the **Toll Revenue Variation Risk** shall observe the following general rules:

(i) The risk of variation in **Toll Revenue** shall be shared between the **Parties**, in accordance with the **Demand Risk Sharing Mechanism**;

(ii) The application of the **Demand Risk Sharing Mechanism** shall be objective and shall not depend on the underlying causes of the increase or decrease in revenue collected by the **Concessionaire**, except as provided in sub-clause 22.2.3.

22.2.3. Specific rules for the **Toll Revenue** variation risk:

(i) Loss of **Toll Revenue** due to **toll evasion** or refusal by users to pay the **Toll Tariff** shall be a risk allocated exclusively to the **Concessionaire**, except as provided in item (iii);

(ii) Positive or negative impacts on **Toll Revenue** resulting from the addition or removal of toll plazas, as well as from changes in their location beyond the limits established in the **PER**, shall be a risk allocated to the **Granting Authority** and shall be calculated based on their impact on traffic;

(iii) The positive and negative impacts resulting from the implementation of a **Free Flow Toll Tariff** collection system, or any other system that may be introduced by determination of the **Granting Authority**, including the proven increase in revenue and in evasion, are risks allocated to the **Granting Authority**;

(iv) Arbitral, judicial, or administrative decisions that prevent or render it impossible for the **Concessionaire** to charge, in full or in part, the **Toll Tariff**, or to adjust it in accordance with the **Contract**, except where such decisions were caused by the **Concessionaire**, shall be considered a risk allocated to the **Granting Authority**;

(v) The occurrence of an act of state (*factum principis*) or act of the administration that results in extraordinary effects on **Toll Revenue** shall be a risk allocated to the **Granting Authority**;

(vi) The effects of **Toll Revenue** variation addressed in this item shall be neutralized via the **Marginal Cash Flow**;

(vii) Except for the application of the provisions of clauses 19.3.10 and 19.3.11, the change in **Toll Revenue** due to delays in the execution of works that impact the **Tariff Reclassification** is a risk allocated exclusively to the **Concessionaire**, dispensing with any analysis of culpability; and

(viii) Implementation and operation of new railroad stretches, competing with the highway corridor purpose of the concession, provided that they are not provided for in the feasibility studies that supported the preparation of this **Amendment**, which generate impacts on the volume of traffic and, consequently, on the **Toll Revenue**, constitute a risk allocated to the **Granting Authority**.

22.3. Risks Related to the Financial Aspects of the Concession

22.3.1. The **Concessionaire** shall fully and exclusively assume the following risks related to the **Concession**, except for the sharing provided for in Sub-clause 22.1. If such risks materialize, they shall not be considered grounds for rebalancing the **Contract's**

economic and financial equation:

(i) variations in the costs and investments required to carry out the works and services under the **Concession**;

(ii) changes and updates to **Technical Standards**, with the **Concessionaire** being responsible for all necessary costs and investments for compliance;

(iii) variation in the cost of capital, including situations arising from increases or reductions in interest rates;

(iv) alterations to the legislation governing income taxes;

(v) securing financing and the respective conditions thereof;

(vi) exchange rate fluctuations differing from the projections made by the **Concessionaire** or the **Granting Authority**, regardless of the extent of the variation, subject to the terms and limits of the **Foreign Exchange Protection Mechanism**, as set forth in **Annex 10**;

(vii) inflation for a given period being higher or lower than the index used to adjust the **Toll Tariff** or other values provided for in the **Contract** for the same period, regardless of the variation, except for compensations provided for under the **Input Price Risk Sharing Mechanism**, pursuant to **Annex 14**; and

(viii) any change in the cost of inputs required to carry out the works and services specified in the **PER**, including changes in taxes and contributions applicable to such inputs, subject to the terms and limits set forth in the **Input Price Risk Sharing Mechanism**, in accordance with **Annex 14**.

22.3.2. The **Granting Authority** shall be responsible for risks arising from the creation, alteration, or extinction of taxes or legal charges, provided that their direct impact on the **Concession** is demonstrated, except for legislation related to income tax.

22.4. Risks Related to the Management of the Highway System

22.4.1. The **Concessionaire** shall fully and exclusively assume the following risks related to the **Concession**, which, if they occur, shall not be considered grounds for rebalancing the **Contract**'s economic and financial equation**:**

(i) losses arising from the deterioration, destruction, theft, robbery, loss, or any other kind of damage to the **Concession Assets**, except when arising from risks allocated to the **Granting Authority**;

(ii) damages caused to third parties by the **Concessionaire**, its officers, employees, agents, service providers, or any other natural or legal person associated with it, in the performance of activities under the **Concession**;

(iii) hidden **Construction Defects** in **Concession Assets** not reported within five (5) years from the provisional acceptance of **Supervening Works** by the **Granting Authority**;

(iv) hidden **Construction Defects** in **Concession Assets** acquired, leased, or rented by the **Concessionaire** for the operation and maintenance of the **Highway System**, identified during the **Concession Term**;

(v) apparent **Construction Defects** in **Supervening Works** from the **Granting Authority**, not reported before final acceptance, in accordance with Sub-clauses 4.2.1 and 8.7.6 of this **Contract**.

22.4.2. The **Granting Authority** shall be responsible for the following risks related to the **Concession**, whose occurrence shall entitle the **Contract** to be rebalanced:

(i) hidden **Construction Defects** associated with the **Highway System** and the **Concession Assets** that are directly related to maintenance and operation, provided they are reported within five (5) years from the provisional acceptance of **Supervening Works** by the **Granting Authority**. The following shall not be considered hidden defects:

(a) those expressly indicated in the **Notice** or in the **Contract** as risks borne by the **Concessionaire**;

(b) those documented in official statements by the Administration, in publicly available documents, or widely known at the time of the bidding process on the date of execution of this amendment;

(c) those that could have been identified by the **Bidders** based on prior experience and knowledge or by means of commonly available and financially accessible methods and techniques before the submission of the Written Economic Proposal, on equal terms with other interested parties.

(ii) apparent **Construction Defects** in **Supervening Works** from the **Granting Authority**, reported prior to final acceptance, in accordance with Sub-clauses 4.2.1 and 8.7.6 of this **Contract**.

22.5. Risks Related to Compliance with Contractual Obligations

22.5.1. The **Concessionaire** shall fully and exclusively bear the following risks related to the **Concession**, which, if they occur, shall not be considered grounds for rebalancing the **Contract**’s economic and financial equation:

(i) delays in meeting the schedules set forth in the **PER** or other deadlines agreed between the **Parties** throughout the term of the **Contract**, except when caused by an event whose risk is allocated to the **Granting Authority**;

(ii) the occurrence of force majeure or acts of God, provided that the triggering event is insurable in Brazil by at least two insurers two (2) years prior to the occurrence date, as recorded by the Superintendence of Private Insurance (SUSEP) or any successor entity, without prejudice to the exceptions provided in Sub-clause 22.1.2. Events such as, but not limited to, the following shall be deemed force majeure or acts of God:

(a) currency or trade restrictions, embargoes, or sanctions;

(b) acts by competent or incompetent authorities in compliance with law or government orders that result in condemnation, seizure, attachment, freezing, requisition, or nationalization of **Concession Assets**;

(c) pests, epidemics, natural disasters, or extreme natural events;

(d) explosions, fires, equipment destruction, prolonged collapse of transport, telecommunications, information, or energy systems;

(iii) changes in the location or type of devices planned in the **Improvement Works** set forth in the **PER**, unless ordered by the **Granting Authority** or arising from risks allocated to the **Granting Authority**;

(iv) the receipt of **Extraordinary Revenues** differing from the projections made by the **Concessionaire** or the **Granting Authority**;

(v) changes to procedures, methods, rules, and tools used for providing data and information related to the operation of the **Highway System**, including the technology to be used, even when required by **ANTT**.

22.5.2. The **Granting Authority** shall undertake the following risks related to the fulfilment of contractual obligations, the occurrence of which shall entitle the **Concessionaire** to the restoration of the Economic and Financial Equilibrium of the **Contract**:

(i) delay in the preparation and execution of the **Asset Inventory and Transfer Deed** between the **Granting Authority** and the **Concessionaire**;

(ii) delays in the works due to the late issuance of the **Declaration of Public Utility (DUP)** or the approval of projects by **ANTT**, in cases where the review periods exceed the contractual, regulatory or legal timeframes, except when resulting from a fact attributable to the **Concessionaire**. Any delay resulting from the failure to submit all required documents, studies, and information, or from submitting them below the minimum quality standard, shall be deemed attributable to the **Concessionaire**;

(iii) occurrence of act of state or administrative act that impacts the costs for the execution of the **Concession Agreement**;

(iv) interference from infrastructure not part of the **Highway system** within the right-of-way that requires removal or relocation, under the circumstances set forth in Sub-Clause 8.1.7(ii); and

(v) force majeure or acts of God, provided that the triggering event is not insurable in Brazil by at least two insurance companies, two (2) years prior to its occurrence, as recorded with the Private Insurance Superintendence (SUSEP) or any successor agency, except as provided in Sub-Clause 22.1.2**.**

22.5.3. The risks associated with variations in the amounts allocated to **Expropriations and Evictions** shall be shared between the **Concessionaire** and the **Granting Authority**, in accordance with the following criteria:

(i) The **Concessionaire** shall bear the full amount established in Sub-Clause 6.3.1, and 20% (twenty percent) of any excess over that amount; and

(ii) The **Granting Authority** shall bear the remaining 80% (eighty percent) of the amount exceeding the threshold set out in Sub-Clause 6.3.1.

22.6. Risks related to environmental and geotechnical aspects of the Concession

22.6.1. The **Concessionaire** shall undertake full and exclusive responsibility for the following risks related to the environmental aspects of the **Concession**, which, if they occur, shall not be deemed grounds for the restoration of the Economic and Financial Equilibrium of the **Contract**:

(i) emergence or discovery of environmental liabilities, except for those specified in Sub-Clause 22.6.2(ii)**.** This includes those existing within the **Highway System**, arising prior to the **Concession**, those caused by third parties during contract execution, and those arising from activities related to the **Concession**. The **Concessionaire** shall be responsible for the prevention, remediation, and management of such liabilities;

(ii) environmental damage resulting from the operation of the **Highway system** or from works and activities carried out by the **Concessionaire**;

(iii) delays or failures in obtaining environmental permits when such requests are not in compliance with the requirements of the competent environmental agencies. This includes, for example, requests submitted without the required supporting documentation, outside of the legally established deadlines, or via improper procedures.

22.6.2. The **Granting Authority** shall undertake the following risks related to the environmental aspects of the **Concession**, the occurrence of which shall entitle the **Concessionaire** to the restoration of the Economic and Financial Equilibrium of the **Contract**:

(i) delays or failures in obtaining environmental permits, provided it is duly proven that the **Concessionaire** took all available measures to obtain them, including:

(a) timely submission of the permit application along with all documentation required by applicable legislation;

(b) prompt preparation of studies, reports, audits, or other documents necessary for permitting;

(c) timely response to requests for clarification by the environmental agency;

(d) compliance with environmental compensations imposed by the environmental agency.

(ii) discovery of environmental liabilities related to road activities, originating prior to the **Concession**, provided they are not within the **Highway system**;

(iii) identification of archaeological, paleontological, and/or other cultural heritage findings not foreseen in the Technical, Economic, and Environmental Feasibility Study (EVTEA) or not assigned as **Concessionaire** responsibilities under the **Contract**.

22.6.3. Risks associated with variations in costs and investments required to comply with the conditions of permits, licenses, and authorizations for the **Concession** shall be shared between the **Concessionaire** and the **Granting Authority**, as follows:

(i) The **Concessionaire** shall bear all costs up to the limit established in Sub-Clause 5.6.1, as well as 20% (twenty percent) of any excess above that limit; and

(ii) The **Granting Authority** shall bear 80% (eighty percent) of the amount exceeding the threshold defined in Sub-Clause 5.6.1, and shall ensure the corresponding restoration of the **Economic and Financial Equilibrium** of the **Contract**.

22.6.4. The **Concessionaire** shall be solely responsible for the impacts of all geotechnical accidents not deemed extraordinary. In the case of accidents classified as extraordinary, these shall be shared with the **Granting Authority**, as provided for in Sub-Clause 22.6.7.

22.6.5. Only the following shall be deemed extraordinary geotechnical accidents: mass movements such as fall, toppling, rolling, rotational or translational slides, debris flows, subsidence, or collapses occurring inside or outside the right-of-way that affect the right-of-way, excluding those that:

(i) occurred in locations that underwent capacity expansion works executed by the **Concessionaire**, whether completed or in progress;

(ii) occurred in locations that were supposed to undergo capacity expansion works**,** delayed due to fault of the **Concessionaire**;

(iii) showed prior signs of instability, detected by **ANTT** from the third (3rd) month after the entry into force of this **Amendment**, and for which the **Concessionaire** had not yet implemented a treatment that was duly accepted by **ANTT**; or

(iv) showed prior signs of instability, identified by the **Concessionaire** with a risk level above R1 in the most recent available report on the monitoring of embankments and retaining structures, and for which no emergency or definitive treatment was provided within a reasonable time.

22.6.6. For the hypotheses provided for in item (iv) of sub-clause 22.6.5, a reasonable time shall be deemed that which is necessary to mobilize and carry out emergency and definitive services, regardless of the deadlines established for compliance with **Performance Parameters**.

22.6.7. The costs of the interventions required to restore normal conditions on slopes affected by extraordinary geotechnical accidents, as classified by **ANTT**, shall be shared as follows:

(i) The **Concessionaire** shall bear full and exclusive responsibility for cleaning the area and clearing the roadway;

(ii) If the **Concession's** revenue is impacted by geotechnical accidents, such impact shall be addressed solely through the **Demand Risk Sharing Mechanism**;

(iii) The construction of alternative routes, treatment and stabilization of the slope, reconstruction of the roadway, material handling, reconstruction and regrading of drainage structures, remediation of degraded areas, and potential compensation payments arising from the event shall be shared between the **Concessionaire** and the **Granting Authority** as follows:

(a) the **Concessionaire** shall bear 20% (twenty percent) of the costs;

(b) the remaining 80% (eighty percent) shall be borne by the **Granting Authority**.

22.7. Residual Risks

22.7.1. Residual risks refer to events that have not been specifically allocated to either **Party** in the preceding sub-clauses and that affect, positively or negatively, the costs associated with the fulfilment of the obligations under the **Concession Contract**.

22.7.2. Any effects arising from residual risks on the **Concession**'s revenue will not be considered as causing contractual imbalance, except for the application of the rules on the treatment of extraordinary effects established in sub-clause 22.1 and the **Demand Risk Sharing Mechanism**.

23.7.3 The impacts arising from residual risk events shall be shared between the **Granting Authority** and the **Concessionaire**, and the calculations shall be based on the duly substantiated and actually incurred expenditures.

22.8. Sharing of Extraordinary Effects and Residual Risks

23.8.1 The following risks shall be shared between the **Concessionaire** and the **Granting Authority** only if the total sum of their impacts exceeds 2% (two percent) of the gross **Toll Revenue** in a single **Concession Year**:

(i) residual risks, as provided for in sub-clause 22.7;

(ii) extraordinary effects related to variations in input prices and traffic volume, as provided for in sub-clause 22.1.2.

23.8.2 The effects of all events listed in the previous sub-clause shall be shared between the **Concessionaire** and the **Granting Authority** under the following rules:

(i) Up to the limit corresponding to 2% (two percent) of the gross **Toll Revenue** of the **Concession**, the risk shall be borne by the **Concessionaire**.

(ii) For impacts exceeding the limit set out in item (i), the risk shall be assumed by the **Granting Authority**.

23. Rebalancing of the Economic and Financial Equilibrium

23.1. Rebalancing Eligibility

23.1.1. Provided that the conditions of the **Contract** are met and the risk allocation set forth therein is maintained, its economic and financial equilibrium shall be deemed preserved.

23.1.2. **ANTT** may carry out the rebalancing of the economic and financial equilibrium when applicable, in accordance with the law and the cases provided for in this **Contract**.

23.1.3. In the event of a merit finding by **ANTT**, the procedures and deadlines for implementing the rebalancing of the economic and financial equilibrium, including partial rebalancing, shall be as set forth in specific regulations.

23.2. Procedure for Rebalancing Claims by the Concessionaire

23.2.1. The procedures and deadlines for implementing the economic and financial rebalancing shall be as set forth in **ANTT**'s regulations.

23.3. Means of Rebalancing

23.3.1. At the end of the procedure referred to in the previous sub-clause, if the rebalancing is deemed appropriate, **ANTT** shall adopt, at its sole discretion, one or more of the rebalancing methods it deems suitable, including but not limited to:

(i) transfer of funds from the **Adjustment Account** to the **Operating Account**;

(ii) increase or reduction in the **Earmarked Funds** rate on **Gross Revenue** allocated to the **Retention Account** or the **Adjustment Account**;

(iii) increase or reduction in the **Toll Tariff**;

(iv) modification of the **Concessionaire**'s contractual obligations;

(v) establishment or removal of blocking booths, as well as changes to the location of toll plazas; or

(vi) alteration of the **Concession** term, for a maximum of five (5) years.

23.3.2. In choosing the method to implement the rebalancing of the economic and financial equilibrium, **ANTT** shall necessarily consider the frequency and amount of overdue and upcoming payments owed by the **Concessionaire** under financing agreements entered into for the implementation of the **Contract**'s purpose.

23.3.3. Any payment by the **Granting Authority** to the **Concessionaire** must comply with the provisions of the Federal Constitution of 1988**,** Complementary Law No. 101 of May 4, 2000, particularly Articles 15 and 16 thereof, and is also subject to the express approval of the competent ministerial body.

23.4. Rebalancing Criteria and Principles

23.4.1. Rebalancing procedures shall not alter the risk allocation originally provided for in the **Contract**.

23.4.2. The method of rebalancing the economic and financial equilibrium shall depend on the event triggering the imbalance:

(i) in the event of delay or failure to perform works and services, **Scope**, **Performance**

Parameters, or **Technical Parameters** of the **Structural Services Front** (Recovery and Maintenance), the **Works Front**, or the **Operational Services Front**, the rebalancing shall be carried out by automatic application of the **Rebalancing Discount**, and the early completion of **Capacity Expansion Works** and **Improvements** may give rise, after the work is completed, to the automatic application of **Factor A**, pursuant to the methodology set forth in **Annex 5**;

(ii) rebalancing shall be carried out through application of **Factor C** when the event has an impact solely on the **Concessionaire**'s revenue or budget, as provided for in **Annex 6**, or as determined by **ANTT** or in specific regulations;

(iii) in the event of execution of **Improvement Quota** works, rebalancing shall occur, after completion of the work, through the automatic application of **Factor E**, in accordance with **Annex 5**;

(iv) in the event of permanent suppression of works and services included in the **PER**, rebalancing shall occur through the application of **Factor D** until the end of the **Concession Term**, as provided in **Annex 5**;

(v) in the case of other works and services not included in the **PER** and for which the risk is not allocated to the **Concessionaire**, rebalancing shall occur through the **Marginal Cash Flow** mechanism, after the completion of the works or gradually, as per **ANTT** regulation; and

(vi) in the case of the **Frequent User Discount (DUF)**, rebalancing shall be carried out through **Factor C**, within the scope of the **Ordinary Review**, when there is insufficient balance in the **Adjustment Account** to transfer amounts to the **Operating Account**.

23.5. Rebalancing Discount and Rebalancing Increase

23.5.1. **ANTT** shall assess the **Concession**'s performance in accordance with the rules and procedures set forth in **Annex 5**, considering the fulfilment of the indicators as well as the anticipation, delay, or failure to perform works and services in the Structural Services Front (Recovery and Maintenance), the Works Front, and the Operational Services Front**.**

23.5.2. For each year of the **Concession Term**, the result of the performance assessment shall determine the **Rebalancing Discount** or **Rebalancing Increase** for that year, as provided in **Annex 5**.

23.5.3. The percentage of the **Rebalancing Discount** or **Rebalancing Increase** for each year shall be applied to the amounts of gross revenue allocated to **Earmarked Funds**, based on the formula set forth in this **Contract**, except for the final year, which shall follow the specific rules provided in **Annex 5**.

23.5.4. The **Concessionaire** acknowledges and declares that:

(i) considering the objective nature of the assessment conducted by **ANTT**, its outcome will indicate compliance with the execution deadline for the Capacity Expansion and Improvement Works, in accordance with the **Technical Parameters** and the **Scope**;

(ii) the **Rebalancing Discount** or **Rebalancing Increase**, determined by the evaluation of the execution of works, is a mechanism agreed between the **Parties** to rebalance the **Contract** in cases of delay or non-execution, or definitive suppression of works and services (**Factor D**), early completion of **Capacity Expansion and Improvement Works** (**Factor A**) or completion of works of the **Improvement Quota** (Factor E), and shall be applied automatically, regardless of the assessment if ANTT or the Concessionaire is at fault;

(iii) the variation in the amount of **Gross Revenue** allocated to **Earmarked Funds** resulting from the application of the **Rebalancing Discount** or **Rebalancing Increase** does not constitute a contractual penalty or additional revenue, but rather a mechanism to maintain the economic and financial balance of the **Contract**;

(iv) the performance assessment of the **Concession** and the application of the **Rebalancing Discount** do not preclude **ANTT** from verifying contractual default by the **Concessionaire** and applying the penalties provided for in the **Contract** and in **ANTT** regulations; and

(v) in the event of delays in the execution of works and services under the **Structural Services Front** (Recovery and Maintenance), the **Works Front**, and the **Operational Services Front** caused by events that are proven and expressly recognized by **ANTT** as the **Granting Authority's** risk, the **Rebalancing Discount** shall be applied, but the corresponding penalty shall not.

23.6. Marginal Cash Flow

23.6.1. The rebalancing process due to the inclusion of works and services in the scope of the **Contract** shall be carried out in such a way that the net present value of the projected **Marginal Cash Flow** resulting from the event that triggered the rebalancing is zero, in accordance with specific **ANTT** regulation.

23.6.2. According to specific **ANTT** regulation, for the final determination of the amounts to be rebalanced, a regulatory instrument may be applied that produces the effects of a competitive process.

23.6.3. In the event of non-performance of implementation investments or non-compliance with performance parameters related to the implemented section, the amount projected in the **Marginal Cash Flow** shall be deducted in proportion to the planned costs not incurred.

23.7. Project for New Investments

23.7.1. In the event of new investments or services requested by **ANTT** or the **Concessionaire**, and not provided for in the **Contract**, **ANTT** may require the **Concessionaire**, prior to the rebalancing process, to prepare a feasibility study and project for the works and services, in accordance with specific **ANTT** regulation.

24. Contracting with Third Parties and Employees

24.1. Without prejudice to its responsibilities, the **Concessionaire** shall carry out the works and services of the **Concession**, as established in the **PER**, either directly or through third parties, at its own cost and risk.

24.2. Third parties contracted by the **Concessionaire** must have sound financial standing, as well as the required competence and technical capability, and the **Concessionaire** shall be directly and indirectly liable to the **Granting Authority** for any issues or damages arising from the lack of such attributes.

24.3. **ANTT** may request, at any time, information regarding the contracting of third parties for the execution of the works and services of the **Concession**.

24.4. The fact that the existence of contracts with third parties has been disclosed to **ANTT** shall not exempt the **Concessionaire** from fully or partially complying with its obligations under the **Contract**, nor shall it give rise to any liability on the part of **ANTT**.

24.5. Contracts between the **Concessionaire** and third parties shall be governed by private law, with no relationship of any kind being established between the third parties and the **Granting Authority**, in accordance with the provisions of sub-clause 16.3.

24.6. Contracts between the **Concessionaire** and third parties shall also contain a subrogation clause in favor of **ANTT** or a designee thereof, to be exercised at the discretion of the subrogee.

24.7. The **Concessionaire** shall be responsible for all labor, social security, tax and commercial obligations arising from the performance of the **Contract**, as well as from the contracting of third parties.

24.8. The contracting of **Related Parties** shall comply with the provisions of sub-clauses 15.9 and 15.11.

25. Share Capital

25.1. The **Concessionaire** is a **SPE**, incorporated as a corporation under Brazilian law, for the sole purpose of operating the **Concession**.

25.2. A new share capital amount shall be subscribed and paid in for the **SPE**, as established in the **Competitive Process**, which shall serve as a reference for the related requirements set forth in this **Amendment to the Contract**.

25.2.1. The **SPE** may not, during the **Contract Term**, reduce its share capital below the specified amounts without the prior express consent of **ANTT**, except as provided in sub-clause 25.5.

25.3. If losses reduce the **Concessionaire**'s net equity to less than one-third of its share capital, the net equity must be increased to at least one-third of the share capital within four (4) months from the end of the fiscal year.

25.3.1. The share capital amount shall be updated by the **IRT** for the purposes of calculating the one-third threshold.

25.3.2. In the final two (2) years of the **Concession**, the period shall be two (2) months.

25.4. Within two (2) years from the effective date of this **Amendment to the Contract**, the **Concessionaire** shall register as a publicly held company with the **CVM** and shall maintain such status throughout the entire **Concession Term**, including any extension thereof.

25.4.1. The **Concessionaire** shall submit proof of its going public to **ANTT** by the end of the twenty-fifth (25th) month of the **Concession** duration.

25.5. If cumulative compliance of at least 90% (ninety percent) with the **PER** to be carried out in each **Concession Year** after the effective date of this **Amendment to the Contract** is verified, the fully paid-in share capital may be reduced in accordance with the following table:

Concession Year with Verified Cumulative Compliance with PER ≥ 90%	Minimum % of Share Capital to be Maintained
1	100.00%
2	100.00%
3	90,63%
4	81,25%
5	71,88%
6	62,50%
7	53,13%

Concession Year with Verified Cumulative Compliance with PER ≥ 90%	Minimum % of Share Capital to be Maintained
8	43,75%
9	34,38%
10 to 20	25,00%

25.6. For the purpose of verifying **PER** compliance, the physical execution percentages of the works or services determined by **ANTT** shall be considered, in accordance with the assessment used for the application of **Factor D**, as provided in sub-clauses 8.2.2 and 8.3.1 of the **Contract**.

25.7. The capital reduction based on sub-clause 25.5 shall be notified to **ANTT** within five (5) days.

26. Corporate Control

26.1. The transfer of **Control** of the **Concessionaire** or of the ownership of the **Contract** shall be subject to **ANTT**'s prior consent, under penalty of **Concession** forfeiture, as set forth in Law No. 8.987/1995, Law No. 10.233/2001, and in **ANTT**'s specific regulations.

26.2. The procedures to obtain prior consent for the transfer of the **Concessionaire**'s corporate control shall be governed by specific regulations issued by **ANTT**.

26.3. The **Controlling Company** may only withdraw from the **Concessionaire**'s **Control** during the **Transition Period** if at least eighty percent (80%) of the cumulative execution targets set for the three years of the **Transition Period** are met.

27. Environmental, Social, and Corporate Governance (ESG) Responsibility Practices

27.1. The **Concessionaire** undertakes to comply with the best national and international environmental, social, and governance responsibility practices, especially those provided in the 2030 Agenda and the UN Sustainable Development Goals (SDGs), as well as any standards or frameworks that may replace them.

27.2. In addition to the environmental, social, and governance obligations set forth in clauses 8.1.1 and 15, the **Concessionaire** shall implement the actions required to comply with the practices outlined in the **PER** and disclose them on its website.

27.3. The **Concessionaire** shall annually submit a certificate of **Inspection** issued by the **Verifier** regarding ESG practices, except during the **Transition Period**.

27.4. In meeting the **ESG** practices established in this **Contract**, the **Concessionaire** shall adopt a "comply or explain" approach, meaning that, if it chooses not to adopt a certain practice, it must explain in detail the reasons underlying such decision.

27.4.1. The explanation must be well-founded, clear, precise, and consistent, and shall include a cost-benefit and cost-efficiency analysis concerning the adoption of the standards, based on the context and specificities of the **Concessionaire** and/or the **Concession** object.

(i) Noncompliance with the above sub-clause shall constitute a violation under Article 6, item XXIV of **ANTT** Resolution No. 4.071/2013, or any similar provision in a replacement regulation.

27.4.2. The explanation must be submitted to **ANTT** by the **Concessionaire** within thirty (30) days prior to the final deadline for adopting the standard and must be made available on the **Concessionaire**'s website in a visible and easily accessible location and may be publicly disclosed by **ANTT**.

27.5. Once registered as a publicly held company with the **CVM**, as provided in sub-clause 25.4, the **Concessionaire** shall submit a report on the Brazilian Corporate Governance Code – Public Companies**,** in accordance with **CVM** Resolution No. 80 of March 29, 2022, and other applicable regulations issued by the **CVM**.

27.5.1. If the report referred to in the sub-clause above is not deemed mandatory by the **CVM** for the category of issuer in which the **Concessionaire** is registered, it shall voluntarily submit such report to the authority.

27.6. The **Concessionaire** shall submit to **ANTT** a **Climate Resilience and Socio-Environmental Responsibility Program**, in accordance with the **PER** and **ANTT** regulations, by the end of the first year following the effective date of this **Amendment to the Contract**, which shall be reviewed and updated every three years.

27.6.1. The **Climate Resilience and Socio-Environmental Responsibility Program** and its updates shall be submitted for **ANTT**'s evaluation, including: i) mapping of critical points, vulnerable and susceptible to negative impacts of extreme weather events, according to the degree of risk identified on the studied stretches, considering climate threats, exposure and vulnerability of the infrastructure; and ii) preparation of projects contemplating structural and non-structural adaptation measures for the most relevant critical points, as well as the respective implementation schedules and budgets.

27.6.2. The actions proposed in the **Climate Resilience and Socio-Environmental Responsibility Program** that are approved and authorized by **ANTT** shall be implemented by the **Concessionaire** using **Earmarked Funds** deposited into the **Adjustment Account**.

27.6.3. The preparation of studies and of the **Climate Resilience and Socio-Environmental Responsibility Program** shall be funded by the **Concessionaire**.

27.7. Carbon Zero Program

27.7.1. The **Concessionaire** shall implement the Carbon Zero Program, as a compensatory measure resulting from the fines imposed due to the non-executions verified in the 2nd and 3rd years of the **Original Concession Contract**, in accordance with the guidelines established in the **PER**.

27.7.2. In the event that the **Competitive Process** is concluded without the transfer of **SPE**'s shareholding control, the **Concessionaire** shall maintain, in favor of **ANTT**, until the end of the **Transition Period**, a guarantee in the amount of R$ 54,529,338.26 (fifty-four million, five hundred twenty-nine thousand, three hundred thirty-eight reais and twenty-six centavos), on the reference date of January 2023, updated by the **IRT**, intended to ensure compliance with the obligations related to the implementation of the Carbon Zero Program.

27.7.2.1. The warranty, at the discretion of the **Concessionaire**, may be provided in the same modalities allowed in sub-clause 11.3.

27.7.2.2. The guarantee must observe, as applicable, the provisions of sub-clause 11.5 and **ANTT** regulations.

27.7.3. In the event that the **Competitive Process** is concluded with the transfer of **SPE**'s shareholding control, the **Concessionaire** will be entitled to the economic and financial rebalancing, upon approval by **ANTT** of the rendering of accounts to be presented by the **Concessionaire**, to be carried out through the use of the existing balance in the **Adjustment Account**, subject to the limit established in sub-clause 27.7.2.

27.8. Sustainable Logistics Corridor

27.8.1. The **Concessionaire** must implement the Sustainable Logistics Corridor project, in accordance with ANTT regulations and under the terms of MT Ordinance No. 622/2024, with the objective of mitigating traffic and environmental impacts of the **Highway System** and promoting multimodal integration between the highway operation and port operators.

28. Financing and Financial Obligations

28.1. The **Concessionaire** is solely and exclusively responsible for obtaining the financing required to operate the **Concession**, in order to fully and timely comply with all obligations assumed under the **Contract**.

28.2. The **Concessionaire** shall submit to **ANTT** a copy of any financing and guarantee agreements it enters into, as well as documents representing any securities it issues, and any alterations thereto, within ten (10) business days from the date of signing or issuance, as applicable.

28.3. The **Concessionaire** may not invoke any provision, clause or condition of financing agreements, or any delay in disbursement of funds, as grounds to exempt itself, fully or partially, from its obligations under the **Contract**.

28.4. The **Concessionaire** may pledge, as collateral for financing intended for investments related to the **Contract**, the rights arising from the **Concession**, such as revenues from the operation of the **Highway System**, provided this does not impair the operation or continuity of the works and services under the **Concession**.

28.4.1. The rights to receive (i) revenues from **Toll Tariff** collection, (ii) **Extraordinary Revenues**, and (iii) compensation owed to the **Concessionaire** under the **Contract**, may be pledged, assigned or otherwise transferred directly to the **Lenders**, subject to applicable legal limits and requirements.

28.5. The **Concessionaire** is prohibited from:

I. granting loans, financing or any other form of fund transfers to its shareholders and/or **Related Parties**, except for transfers of funds as dividend distributions, payments of interest on equity, and/or payments for works and services contracted under arm's-length market conditions, as well as transactions arising from share capital reductions permitted under sub-clause 25.5; and

II. providing guarantees, sureties, or any other form of security in favor of its **Related Parties** and/or third parties.

28.6. Without prejudice to other oversight actions, any annual assessment resulting in a **Accumulated Non-Performance Index** (**IIA**) exceeding 20% (twenty percent), as per the forfeiture indication table in sub-clause 36.1.4, shall require the **Concessionaire**, unless otherwise determined by **ANTT**, to:

I. limit the distribution of dividends or the payment of interest on equity, whether separately or jointly, to 25% (twenty-five percent) of the net profit, minus or plus the following amounts:

(i) amount allocated to the Legal Reserve (Article 193 of Law No. 6,404/1976); and

(ii) amount allocated to the Contingency Reserve (Article 195 of Law No. 6,404/1976) and the reversal of any such reserve established in prior fiscal years;

II. cease entering into new acts and legal transactions between the **Concessionaire** and its **Related Parties**, as well as ceasing any transfer of funds arising from already executed agreements; and

III. cease payments of interest and principal on loans contracted with **Related Parties**.

28.7. The restrictions described in Sub-clause 28.6 shall also apply in the case of full or partial non-performance of the **Contract** as described in sub-clause 36.1, regardless of the IIA value assessed and whether a forfeiture proceeding has been initiated.

28.8. The restrictions in sub-clause 28.6 shall take effect upon the Ordinary Review that determined the IIA non-compliance and shall remain in effect until a new assessment demonstrates that the conditions leading to such restrictions have been remedied by the **Concessionaire**.

28.8.1. The percentage referred to in sub-clause 28.6.I shall be amended in the event of a subsequent change in legislation modifying the mandatory dividend percentage established in Paragraph 2 of Article 202 of Law No. 6,404, dated December 15, 1976, as amended by Law No. 10,303, dated October 31, 2001.

28.8.2. Any undue payments of dividends or interest on equity shall require the Controlling Shareholder(s) to reimburse, in Cash and Cash Equivalents**,** offset against **Share Capital**, the amounts improperly paid to all shareholders as dividends or interest on equity, within 180 (one hundred and eighty) days of notification by **ANTT**, without prejudice to applicable sanctions.

28.8.3. The reimbursement of amounts unduly paid shall include compensatory interest for the undue receipt, calculated using the accumulated monthly SELIC rate from the date of the undue payment to the date of effective reimbursement.

28.9. During the **Transition Period**, the **Concessionaire** shall be prohibited from distributing dividends to its shareholders, except for the mandatory dividend established in Paragraph 2 of Article 202 of Law No. 6,404, dated December 15, 1976, as amended by Law No. 10,303, dated October 31, 2001.

29. Direct Agreement

29.1. **Lenders**, represented by a trustee with sufficient powers for all contracted purposes, provided that such trustee has no direct corporate affiliation with the **Concessionaire**, may adhere to the **Direct Agreement**, which defines the procedures for exercising the rights granted to **Lenders** in relation to the **Concession**, as established in **Annex 8**.

29.1.1. Adherence to the **Direct Agreement** shall be deemed established by the appointment of a representative of the **Lenders** before **ANTT**, in accordance with **Annex 8**, triggering its effects.

29.2. Even if the **Lenders** do not adhere to the **Direct Agreement**, they shall retain the right to assume control or temporary management of the **Concessionaire**, as provided in Articles 27 and 27-A of Law No. 8,987/1995, and under the terms of this **Contract**, without being bound by the procedure set out in **Annex 8**.

29.3. The **Lenders'** decision not to adhere to the **Direct Agreement** shall not, under any circumstances, be construed against their interests.

30. Information to Lenders

30.1. **Lenders** who notify **ANTT** in accordance with Article 28-A(II) of Law No. 8,987, dated February 13, 1995, and express interest in receiving such information, shall be entitled to receive information as provided for in this clause.

30.2. **Lenders** may, at any time, verify with **ANTT** the accuracy of the information provided by the **Concessionaire** and request any additional information regarding the **Concession** that they deem relevant and that **ANTT** is able to provide.

30.3. The **Concessionaire** hereby grants: (i) to the **Lenders**, the right to access all information related to the **Concession** that has been provided by the **Concessionaire** to **ANTT**, or obtained by **ANTT** in the exercise of its legal powers; and (ii) to **ANTT**, authorization to send to the **Lenders** any information received from the **Concessionaire**, or obtained in the exercise of its legal powers, concerning the **Concession**.

30.4. The **Concessionaire** expressly agrees to the sharing of its banking information related to the **Accounts Mechanism** with the **Lenders** and the **Granting Authority**, and such disclosure shall not constitute a breach of banking secrecy under **Complementary Law No. 105/2001**. The **Concessionaire** also waives the right to confidentiality over administrative proceedings related to the investigation of infractions and the application of penalties, pursuant to Article 78-B of Law No. 10,233/2001.

30.5. **ANTT** shall send to the **Lenders** any **loss expectation** or **claims** communications, as per **Annex 4**, within **24 (twenty-four) hours** from the time of submission to the insurer, to enable monitoring of **Contract** performance.

30.6. **ANTT** shall provide the **Lenders**, annually, with a **Regulatory Status Report**, which shall include, among other relevant information as determined by **ANTT**, the following:

I. a preliminary estimate of investments made by the **Concessionaire** in the **Concession** and not yet amortized, in accordance with applicable accounting standards and the methodology established in the **Contract** for indemnification in the event of early termination, as per **ANTT** regulations;

II. requests for economic-financial rebalancing submitted by the **Concessionaire**, and events of recognized economic-financial imbalance within the **Concession**, including their assessed or estimated values, up to the date of the **Regulatory Status Report**, whether in favor of the **Concessionaire** or the **Granting Authority**;

III. assessments performed regarding **Factors A, D, and E**; and

IV. a list of fines imposed on the **Concessionaire** by **ANTT** during **Contract** execution, based on administrative proceedings with final decisions, detailing the amounts effectively paid or still pending, in updated figures.

30.7. Communications from the **Concessionaire** and **ANTT** to the **Lenders** must indicate the status of compliance with each of the contractual obligations, encompassing the following categories:

I. Scheduled: obligation whose original completion deadline has not yet expired;

II. Postponed: obligation whose original completion deadline has not yet expired, but whose deadline has been postponed with **ANTT**'s authorization;

III. Rescheduled: obligation whose original completion deadline has expired, but whose deadline has been rescheduled with **ANTT**'s authorization;

IV. Performed: obligation completed in accordance with the Contract and accepted by **ANTT**; and

V. Unperformed: obligation whose deadline has expired without completion or rescheduling authorized by **ANTT**.

31. Lenders’ Assumption of Control or Temporary Management

31.1. The **Concessionaire**’s financing agreements may grant the **Lenders**, in accordance with applicable private law rules, the right to assume the **Concessionaire**’s **Control** or temporary management in the event of contractual default by the **Concessionaire** under said financing agreements or under this **Contract**, subject to the provisions of the **Direct Agreement**, if executed.

31.2. The assumption referred to in the previous sub-clause may occur in the event of default by the **Concessionaire** of obligations under the **Contract**, where such default renders the **Concession** unviable or at risk.

31.3. Upon completion of the appropriate administrative proceeding, and upon request, **ANTT** shall authorize the assumption of the **Concessionaire**'s **Control** or temporary management by its **Lenders**, with the aim of promoting the financial restructuring of the **Concessionaire** and ensuring the continuity of the operation and provision of **Concession** services.

31.4. The authorization to the **Lenders** shall be granted upon proof that they meet the financial soundness and legal and tax compliance requirements provided in the **Notice**.

31.4.1. **Lenders** shall be exempt from demonstrating financial soundness if they are duly authorized to operate as a financial institution in Brazil.

31.5. The assumption of **Control** of the **Concessionaire** under this clause shall not alter the obligations of the **Concessionaire** and of the controlling **Lenders** before the **Granting Authority**.

31.6. Intervention by ANTT

31.7. **ANTT** may intervene, temporarily assuming the management of the **Concession**, in order to ensure the adequate provision of the service and the faithful fulfilment of the relevant contractual, regulatory and legal provisions.

31.8. The intervention shall occur by decree of the **Granting Authority**, duly published in the **DOU**, which shall designate the intervenor and establish the term and scope of the intervention.

31.9. Once intervention is decreed, **ANTT** shall, within thirty (30) days, initiate an administrative proceeding to be concluded within no more than one hundred and eighty (180) days, in order to verify the grounds for the intervention and determine liability, ensuring the former Controlling Shareholders of the **Concessionaire** the rights to full defense and adversarial proceedings.

31.10. Once the intervention ends, if the **Concession** is not terminated, management of the **Concessionaire** shall be resumed by the Controlling Shareholders, and the intervenor shall account for their actions.

31.11. The **Concessionaire** is obliged to make the **Highway system** and other **Concession Assets** available to **ANTT** immediately after the intervention is decreed.

31.12. The intervention shall automatically suspend the powers of the **Concessionaire**'s officers and members of the fiscal council, granting the intervenor full management authority over the **Concessionaire**'s operations and assets and exclusive authority to call general meetings when deemed appropriate.

31.13. The intervenor shall be remunerated by the **Concessionaire**, as determined by the **Granting Authority**, in an amount compatible with the duties exercised.

31.14. Revenues collected during the intervention period shall be used to cover investments, costs and expenses required to restore the normal operation of the **Highway system**.

31.15. If the revenues are insufficient to cover such investments, costs and expenses incurred by **ANTT**, it may:

31.15.1. resort to the **Performance Bond** to cover them, in whole or in part; and/or

31.15.2. deduct the amount of such investments, costs and expenses from any future compensation payable to the **Concessionaire**.

32. Termination of the Concession

32.1. The **Concession** shall be terminated upon:

I. termination of the contractual term;

II. reversion;

III. forfeiture;

IV. termination;

V. annulment; or

VI. bankruptcy or winding-up of the **Concessionaire**.

32.1.1. Other Concession extinction events provided by law may also be admitted, provided that **ANTT**'s applicable regulations are observed.

32.2. Upon termination of the **Concession**, all **Reversible Assets** shall revert to the **Granting Authority**, free and clear of any liens or encumbrances, and all rights arising from the **Contract** shall cease for the **Concessionaire**.

32.3. In the case of assets leased or rented by the **Concessionaire**, necessary for the operation and maintenance of the **Highway System**, the **Future Operator** may, at its sole discretion, be the assignee of the contractual position of the **Concessionaire** in the respective lease or lease agreements of such assets.

32.4. In the event of extinction of the **Concession** and immediate assumption of the services related to the **Concession**, the **Granting Authority** or the **Future Operator** may take possession of the facilities and use all **Reversible Assets**, as well as assume all activities related to the operation of the **Highway system**.

32.5. In the event of early termination of the **Concession**, there shall be immediate assumption of the services related to the **Concession** by the **Granting Authority** or the **Future Operator**.

32.6. In accordance with deadlines and conditions established by **ANTT**, third parties shall be authorized to conduct field research as the termination of the **Concession** approaches, for the purposes of conducting studies to promote new bidding procedures, implement new works, or serve other public interest purposes.

32.7. In any case of termination of the **Concession**, **ANTT** shall initiate the **Final Adjustment of Results** to determine amounts related to contract penalties with final administrative decisions, **Earmarked Funds**, final revisions of the **Marginal Cash Flow**, balances of **Factors C, A, D and E**, compensation from risk-sharing mechanisms, any indemnification payable to the **Concessionaire**, and other amounts due under the **Contract**.

32.7.1. Administrative sanctioning proceedings that do not yet have a final administrative decision must be concluded by **ANTT** within a maximum period of six (6) months from the termination of the **Concession**, so that any resulting fines may be included in the computation of the **Final Results Adjustment**.

32.8. The **Final Results Adjustment** procedure must be initiated within two (2) months from the termination of the **Concession**, except in the case of reversion, in which it shall be carried out beforehand.

32.8.1. Any request for **Final Results Adjustment** by the **Concessionaire** must be submitted within one (1) month from the termination of the **Concession**.

32.9. Once the **Final Results Adjustment** has been completed:

I. if a credit in favor of the **Granting Authority** is verified against the **SPE**, the **Granting Authority** shall require its settlement by the **SPE**, including through enforcement of the **Performance Bond**;

II. if a credit in favor of the **SPE** is verified against the **Granting Authority**, the appropriate procedures for its settlement shall be followed.

32.10. Once full receipt of the payments resulting from the adjustments referred to in the previous sub-clause is proven, a Final Adjustment and Settlement Statement shall be executed, characterizing the **Contract** as fully performed and its object as definitively executed and received.

32.11. Once the **Final Results Adjustment** procedure is completed, **ANTT** shall forward the **Final Results Adjustment Notification** to the **Depositary Bank**.

32.12. If a remaining balance in favor of the **Concessionaire** is verified, **ANTT** shall issue the **Final Results Adjustment Notification** indicating the amount due to the **Concessionaire** and authorizing the **Depositary Bank** to transfer it to the **Concessionaire's Operating Account**, up to the limit of the remaining balance in the **Concession Accounts**.

32.12.1. If there is a remaining balance, the **Depositary Bank** shall transfer the calculated amount to the National Treasury Single Account.

32.13. Once the **Concession** is terminated, the **SPE** may only initiate its dissolution process after fulfilling all obligations arising from the **Final Results Adjustment**.

32.13.1. Until the obligations arising from the **Final Results Adjustment** are fulfilled, the **SPE** must maintain:

(i) minimum net equity, under the terms of sub-clause 25.3; and

(ii) the **Performance Bond**, under the terms of clause 11**.**

32.14. Upon the termination of the **Concession**, the **SPE** shall be responsible for the termination of any contracts related to the **Concession** entered into with third parties, assuming all charges, responsibilities, and burdens resulting therefrom, except for those in which the assignment of contractual position occurs.

32.15. The **SPE** shall take all necessary measures and fully cooperate with **ANTT** to ensure the continuity of the services subject to the **Concession**, without interruption or deterioration of such services or of the **Concession Assets**, and shall also prevent and mitigate any inconvenience or risk to the health or safety of users, **ANTT** employees, and other public bodies or entities.

33. Termination of the Contractual Term

33.1. The **Agreement** shall be terminated upon the end of the **Concession Term**, including any extensions.

33.2. The **SPE** shall not be entitled to any indemnity related to investments tied to the **Concession Assets** due to the expiration of the **Concession Term**, in view of the provisions of sub-clause 4.3.4.

33.3. **ANTT** shall initiate, upon completion of the last Ordinary Review preceding the termination of the contractual term, a process for assessing rights and liabilities, as established in specific regulation.

34. General Rules on Indemnification in Cases of Early Termination

34.1. In the event of early termination of the **Concession**, the **Concessionaire** shall be entitled to indemnification from the **Granting Authority**, under the terms of Article 36 of Law No. 8.987, dated February 13, 1995. Such compensation must cover, at a minimum, the portions of investments made and linked to **Reversible Assets**, not yet amortized or depreciated, which were carried out to ensure the continuity and up-to-date condition of the granted service, in accordance with **RCR** provision.

34.2. Except in the case of reversion, indemnification shall not include amounts eventually paid as concession fees for the operation of the **Highway System** or amounts deposited into the **Adjustment Account** based on the **Bid Amount** offered at the **Auction**.

34.3. From the indemnification owed to the **Concessionaire**, in any case of early termination, the following amounts shall be offset, always in the order of preference below:

I. amounts resulting from contractual fines, **Earmarked Funds**, final revisions of the **Marginal Cash Flow**, balances of **Factors C, A, D, and E**, and other sums owed to the **Granting Authority** under the **Contract**;

II. the amount of any damage caused by the **Concessionaire** to **ANTT** or the **Granting Authority**; and

III. any outstanding instalments owed by the **Concessionaire** to the **Lenders**, related to financing intended for investments linked to **Reversible Assets**, plus the contractual interest agreed in the respective instruments, and the **Granting Authority** may choose to pay the amounts owed directly to the **Lenders**, effecting their settlement.

34.3.1. The calculation of the damages referred to in item II of sub-clause 34.3 shall consider the difference between the characteristics or **Performance Parameters** presented at the end of the **Concession** and those that should have been met, in accordance with **ANTT** regulation.

34.3.2. It is admitted, under the terms of item III of sub-clause 34.3, that the **Future Operator** may succeed the **Concessionaire** in the financing agreements, through a **debt assumption operation**, subject to the **Lenders'** consent.

34.4. The provisions of this clause constitute a general rule of indemnification applicable to all cases of early termination of the **Concession**, and the **Granting Authority** shall observe, under the terms of the following sub-clauses, the specificities of each case, especially:

I. the payment of indemnification for specific items set out in each of the early termination clauses of the **Contract**; and

II. the timing of the compensation payments.

34.5. In the event of early termination of the **Concession**, the indemnification to be paid by the **Granting Authority** must comply with the following deadlines:

I. in the case of **reversion**, the indemnification payment by the **Granting Authority** must occur prior to the termination of the **Contract**, under the terms of Article 37 of Law No. 8.987/1995; and

II. in the other cases of early termination, the indemnification payment shall comply with procedures to be defined by the **Granting Authority**, in accordance with the applicable legal and regulatory provisions.

34.5.1. The indemnification amounts owed due to the termination of the Concession under sub-clause 34.4.II shall be adjusted for inflation until their effective payment.

34.6. The lack of budgetary availability on the part of the **Granting Authority** shall not be considered a valid reason to exclude the application of inflation adjustment and late payment interest.

34.7. After the indemnification provided for in this Contract and in the event of a remaining balance in the **Concession Accounts**, any indemnification owed to the **Concessionaire** shall be paid, at least partially, through the procedure described in sub-clause 33.9.

35. Reversion

35.1. The **Granting Authority** may, at any time, upon **ANTT**'s proposal, repossess the **Concession** for reasons of public interest, subject to specific enabling legislation and prior payment of indemnification, which shall be calculated in accordance with the General Rules on Indemnification in Cases of Early Termination and the provisions of this clause.

35.2. Compensation – Specific Provision

35.2.1. The compensation due to the **Concessionaire** in the event of reversion shall cover, in addition to the items set forth in the General Rules on Compensation in Cases of Early Termination:

(i) amounts deposited into the **Contribution Account** based on the **Bid** submitted in the Auction, not yet amortized, considering straight-line amortization over the **Concession Term**;

(ii) opportunity cost of the amount invested in non-amortized or non-depreciated Reversible Assets**;**

(iii) release of the **Concessionaire** from obligations assumed under financing agreements entered into to perform the **Contract**, as applicable:

(a) prior assumption, before the **Lenders**, of the **Concessionaire**'s contractual obligations, especially where **Toll Revenue** serves as collateral for the financing; or

(b) prior indemnification to the **Concessionaire** for the full amount of outstanding debt owed to the **Lenders**;

(iv) all charges and liabilities arising from penalties, contract terminations, and compensation due to suppliers, contractors, and third parties in general, including attorneys' fees, resulting from the termination of contractual arrangements entered into in connection with this Contract.

35.3. The indemnification related to the opportunity cost of the amount invested in non-amortized or non-depreciated **Reversible Assets** shall be calculated as follows:

$$CO = A \times [(1 + NTNB')^N - 1]$$

Where:

CO = opportunity cost of the amount invested in Non-Amortized or Non-Depreciated **Reversible Assets**.

A = investments made and related to **Reversible Assets**, not amortized or depreciated.

NTNB' = gross real interest rate for the sale of IPCA+ Treasury Bonds with Semi-Annual Interest Payments (NTN-B), prior to income tax deduction, with a maturity matching the end of the **Contract**, assuming no early termination, published by the National Treasury Secretariat, based on the average of the available quotations in the twelve (12) months prior to the date of payment of the indemnification; and

n = remaining period between the date of indemnification payment and the original **Concession Term**, assuming no early termination, based on the same basis as NTNB'.

35.4. Payment made in accordance with this clause shall constitute full, general, and unconditional settlement of all amounts due by the **Granting Authority** on account of reversion indemnification, and the **Concessionaire** shall not be entitled to claim, whether administratively or judicially, any other form of indemnification, including loss of profits and consequential damages.

36. Forfeiture

36.1. The **Granting Authority** may, upon a proposal by **ANTT**, declare the forfeiture of the **Concession** in the event of total or partial breach of the **Contract**, in accordance with the applicable **ANTT** regulations and relevant legislation, particularly in the following cases:

36.1.1. Recurring inadequate or deficient service delivery under this **Contract**, based on the **Performance Parameters**;

36.1.2. Repeated failure to meet deadlines for implementation and operation of the works and services set out in the **PER**, including obligations duly added to its scope after the execution of this **Amendment to the Contract**;

36.1.3. Breach of contractual, legal, or regulatory provisions relating to the **Concession** that compromises service continuity or the safety of users, employees, or third parties;

36.1.4. Service suspension or causing such suspension, except in cases of force majeure or acts of God;

36.1.5. Loss or impairment of the economic, technical, or operational conditions necessary to ensure proper service delivery and performance of the investments provided for in this **Contract** and the **PER**;

36.1.6. Failure to comply with penalties imposed for violations within the prescribed deadlines;

36.1.7. Failure to comply with ANTT's order to regularize the provision of the service;

36.1.8. Final conviction of the **Concessionaire** for tax evasion, including social contributions;

36.1.9. Failure to demonstrate, within 30 (thirty) months from the effective date of this **Amendment to the Contract**, the feasibility of securing long-term financing, where necessary for continuation of the **Concession**, unless the **Concessionaire** demonstrates that its financial structure does not require long-term financing;

36.1.10. Failure to maintain the full amount of required guarantees and insurances, or unjustified difficulty or impossibility of their enforcement by ANTT, where applicable;

36.1.11. Prevention of the full or partial deposit of **Gross Revenue** in the **Centralizing Account** or the transfer of **Earmarked Funds** to the **Concession Accounts**, caused by the **Concessionaire**;

36.1.12. Transfer of **Control** of the **Concessionaire** without prior and express approval by **ANTT**;

36.1.13. Repeated obstruction of inspection activities, failure to comply with **ANTT**'s determinations, recidivism or disobedience of operating rules, where other penalties under this **Contract** prove ineffective; or

36.1.14. Attainment of Level IV on the performance scale in the table indicating forfeiture, assessed based on the **Accumulated Non-Performance Index (IIA)**, as set out below:

Level	Accumulated Non-Performance Index	Measure	Consecutive Recurrence
IV	$\frac{Dt\ applied}{Dt\ applicabe} > 30\%$	Notification to the **Concessionaire** to remedy irregularities establishing	It is considered the next level's

Level	Accumulated Non-Performance Index	Measure	Consecutive Recurrence
		deadlines set by ANTT, pursuant to §3 of Art. 38 of Law No. 8.987/1993, and notification to **Lenders** in accordance with the **Direct Agreement**	measure – if applicable.
III	$20\% \leq \frac{Dt\ applied}{Dt\ applicabe} < 30\%$	Warning	
II	$10\% \leq \frac{Dt\ applied}{Dt\ applicabe} < 20\%$	Warning	
I	$0\% \leq \frac{Dt\ applied}{Dt\ applicabe} < 10\%$	None	

Where:

Dt applied = sum of the percentage rates of Factor D set forth in the tables of **Annex 5**, applied due to contractual breaches.

Dt applicable = sum of the percentage rates of Factor D set forth in the tables of **Annex 5** that are applicable due to enforceable contractual obligations.

36.2. The **Granting Authority** may not declare the forfeiture of the **Concession** due to a default by the **Concessionaire** arising from events resulting from risks attributed to the **Granting Authority**.

36.3. The declaration of forfeiture of the **Concession** shall be preceded by the verification of contractual default by the **Concessionaire** in a specific administrative proceeding, in accordance with the applicable **ANTT** regulations, ensuring the **Concessionaire**'s right to adversarial proceedings and full defense.

36.4. No administrative proceeding for forfeiture shall be initiated without prior notification to the **Concessionaire**, which shall be granted, in each case, a period to remedy the identified failures and violations, and to comply with the contractual terms.

36.4.1. Any contractual breaches eligible to be included in a potential forfeiture proceeding shall be immediately communicated to the **Lenders**, in accordance with the **Direct Agreement**, if executed, allowing the exercise of the prerogatives set forth in said contractual instrument.

36.5. Once the administrative proceeding has been initiated and the breach verified, the forfeiture shall be declared by the **Granting Authority**, regardless of prior indemnification, which shall be calculated during the course of the proceeding and in accordance with the rules and methodology established in this **Contract**, in the specific **ANTT** regulations, and as set forth in this clause.

36.6. Upon declaration of forfeiture and payment of the respective indemnification, the **Granting Authority** and **ANTT** shall bear no responsibility whatsoever for any charges, burdens, obligations, or commitments assumed by the **Concessionaire** with third parties or employees.

36.7. During the **Transition Period**, the procedure set forth in sub-clause 45.5 of this **Amendment** shall be followed.

36.8. Indemnification – Specific Provision

36.8.1. The indemnification payable to the **Concessionaire** in the event of forfeiture shall be limited to the amounts calculated in accordance with the provisions of Clause 34.

36.8.2. From the amount referred to in Sub-clause 36.1.1, any amounts received by the

Concessionaire under insurance coverage related to the events or circumstances that triggered the declaration of forfeiture shall be deducted.

36.8.3. The declaration of forfeiture may also entail:

(i) the enforcement of the **Performance Bond**, to reimburse fines and any losses incurred by the **Granting Authority**;

(ii) the withholding of any credits arising from the **Contract**, up to the limit of the losses incurred by the **Granting Authority**; and

(iii) the prevention of the right to participate in public tenders and enter into contracts with the Public Administration.

37. Termination

37.1. The **Concessionaire** shall notify **ANTT** of its intention to terminate the **Contract** in the event of non-compliance with contractual provisions by the **Granting Authority**, by means of a lawsuit specifically filed for such purpose, in accordance with applicable legislation and **ANTT**'s relevant regulations.

37.2. The services provided by the **Concessionaire** may only be interrupted or suspended after a final and unappealable court decision declaring the termination of the **Contract**.

37.3. Indemnification – Specific Provision

37.3.1. The indemnification due to the **Concessionaire** in the event of termination shall be calculated in accordance with the methodology applicable to the case of reversion, pursuant to this **Contract**.

37.3.2. Amounts received by the **Concessionaire** under insurance coverage related to the events or circumstances that led to the termination shall be considered.

38. Annulment

38.1. **ANTT** shall declare the nullity of the **Contract**, preventing the legal effects it would ordinarily produce, and undoing any effects already produced, if any illegality is identified in its execution or in the **Auction**.

38.2. Indemnification – Specific Provision

38.2.1. If the annulment of the **Contract** is attributable to the **Concessionaire**, the applicable indemnification shall follow the methodology applicable to the case of forfeiture, pursuant to the **Contract**.

38.2.2. If the annulment of the **Contract** is attributable to **ANTT** or the **Granting Authority**, the applicable indemnification shall follow the methodology applicable to the case of reversion, pursuant to the **Contract**.

39. Bankruptcy or Dissolution of the Concessionaire

39.1. In the event of bankruptcy or dissolution of the **Concessionaire**, **ANTT** shall unilaterally terminate the **Contract**.

39.2. Indemnification – Specific Provision

39.2.1. The methodology applicable to the case of forfeiture shall apply, pursuant to the **Contract**.

40. Transition Procedures

40.1. The transition comprises the **Coexistence Phase**, in accordance with the procedures set forth in **Annex 7**, aimed at facilitating the takeover of the **Highway System** operations and the transfer of the **Reversible Assets**, as well as ensuring the quality, continuity, and timeliness of service provision.

40.1.1. The **Coexistence Phase** considers the interaction between the **Concessionaire** and the **Granting Authority** or the **Future Operator** at the end of the **Concession**.

41. Intellectual Property

41.1. The **Concessionaire** shall assign to **ANTT**, free of charge, all designs, plans, blueprints, documents, IT systems and programs, and other materials of any kind, that were specifically acquired or developed in connection with the activities under the **Concession**, whether by the **Concessionaire** or third parties hired by it, and which are deemed necessary:

41.1.1. for the performance of the duties of the **Granting Authority** or the exercise of its rights under the **Contract**; and/or

41.1.2. to ensure the continued adequate provision of the service.

41.2. The intellectual property rights referred to in Sub-clause 42.1 shall be transferred to **ANTT** after due remuneration under the **Concession**, regardless of whether they were initially provided for in the **Contract** or subsequently included, and the **Concessionaire** shall take all necessary measures for such transfer.

42. Insurance

42.1. During the **Concession Term**, the **Concessionaire** shall procure and maintain in effect, at a minimum and in accordance with the conditions established by **ANTT** in its regulations, the following insurance policies:

42.1.1. property damage insurance: coverage for loss or damage arising from engineering risks, operational risks, and risks related to **Concession** machinery and equipment; and

42.1.2. civil liability insurance: coverage for civil liability, covering the **Concessionaire** and the **Granting Authority**, as well as their officers, employees, agents, or delegates, for amounts they may be held liable for, including material, personal, and moral damages, legal costs, and any other charges related to material, personal, or moral damages arising from activities under the **Concession**, including, but not limited to, unintentional personal injury, death, and material damages caused to third parties and their vehicles, including the **Granting Authority**.

42.2. No work or service may commence or proceed without the **Concessionaire** providing **ANTT** with proof that the required insurance policies under the **Contract** are in effect and meet the conditions set forth by **ANTT**, in accordance with its regulations.

42.3. **ANTT** shall be listed as one of the co-insured parties in the insurance policies referred to in the **Contract**, and any cancellation, suspension, alteration, or replacement of such policies shall require prior authorization by **ANTT**.

42.3.1. The insurance policies mentioned in this clause shall provide for direct indemnification to **ANTT** in cases where **ANTT** is held liable due to a claim and provides any compensation as a result.

42.4. Failure to procure or keep the required insurance policies up to date shall result in a fine imposed by **ANTT**, as per regulations, until submission of said policies or the respective endorsements, without prejudice to other measures set forth in the **Contract**.

42.5. The coverage amounts for property damage and civil liability insurance, including moral damages, shall meet the maximum indemnity limits calculated based on the greatest probable damage.

42.6. The **Concessionaire** shall inform **ANTT** of all assets covered by the insurance and the method used to calculate the maximum indemnity limit for each insurance policy.

42.7. The **Concessionaire** shall bear full responsibility for the scope or omissions arising from the execution of the insurance referred to in the **Contract**.

42.8. The **Concessionaire** shall be fully responsible for paying the deductible in the event of any claim under the insurance policies provided for in the **Contract**.

42.9. The insurance policies shall include an obligation on the part of the insurers to immediately inform the **Concessionaire** and **ANTT** of any changes to the insurance contracts, particularly those that imply total or partial cancellation of the contracted coverage or reduction of insured amounts.

42.10. The insurance policies shall have a minimum term of one (1) year from the date of signature of the **Original Concession Contract**, and must be renewed successively for equal periods throughout the **Concession Term**.

42.11. The **Concessionaire** shall submit to **ANTT**, at least one (1) month before expiration, proof that the insurance policies have been renewed or will be automatically and unconditionally renewed immediately upon expiration.

42.11.1. If the **Concessionaire** fails to submit the supporting documents for the renewal of the insurance policies within the stipulated deadline, **ANTT** may procure the insurance and charge the **Concessionaire**, at any time, for the full premium amount, or even consider it for the purposes of restoring the **Economic and Financial Equilibrium** of the **Contract**, without exempting the **Concessionaire** from the penalties set forth in this **Agreement** and in **ANTT** regulations.

42.11.2. ANTT shall not be held liable if it chooses not to procure insurance whose policy was not submitted within the deadline by the **Concessionaire**.

42.12. The **Concessionaire** may, with the prior approval of **ANTT**, modify coverage or other terms of the insurance policies in order to adapt them to new situations arising during the term of the **Contract**.

42.13. The **Concessionaire** shall annually submit to **ANTT** copies of the insurance policies contracted and renewed.

43. Dispute Resolution

43.1. General Provisions

43.1.1. Whenever there is a disagreement regarding the application of contractual provisions involving disposable proprietary rights, **ANTT** and the **Concessionaire** may resort to any of the following dispute resolution mechanisms:

(i) Amicable settlement;

(ii) Arbitration;

(iii) **Dispute Prevention and Resolution Board (Dispute Board).**

43.1.2. The amicable settlement may also address non-disposable rights that are subject to settlement.

43.1.3. Disputes involving disposable proprietary rights shall be subject to arbitration in accordance with Law No. 13,448 of June 5, 2017, Law No. 9,307 of September 23, 1996, and Decree No. 10,025 of September 20, 2019.

43.1.4. The following shall not be submitted to the dispute resolution mechanisms:

(i) issues relating to non-disposable, non-negotiable rights;

(ii) the public nature and ownership of the granted or permitted service;

(iii) the oversight authority over the operation of the delegated service; and

(iv) the request for termination of the **Contract** by the **Concessionaire**.

43.1.5. The submission to dispute resolution mechanisms does not release the **Granting Authority** or the regulated parties from the obligation to fully comply with the **Contract**, nor does it allow for the interruption of essential activities required for the proper provision of the public service.

43.1.6. The costs incurred by the **Parties** in using any of the dispute resolution mechanisms provided for in this clause shall not give rise to the restoration of the Economic and Financial Equilibrium of the **Contract**, except as provided in sub-clause **44.4.12**.

43.2. Amicable Settlement

43.2.1. The amicable settlement regarding compliance with this **Contract** may occur, subject to mutual agreement between the **Parties**, before a chamber for the prevention and administrative resolution of conflicts, pursuant to Law No. 13,140 of June 26, 2015, or by any other means of amicable settlement that the **Parties** agree to.

43.2.2. The party concerned may request the initiation of the amicable settlement procedure.

43.2.3. Unless otherwise provided in the settlement agreement or in the course of the procedure, the procedure shall be concluded within 60 (sixty) days from the date of signature of the settlement agreement by the **Parties**.

43.2.4. Amicable settlement procedures shall observe full publicity, subject to legal provisions on secrecy and confidentiality of information.

43.3. Arbitration

43.3.1. The **Parties** agree to resolve through arbitration any disputes relating to disposable proprietary rights arising from this **Contract** and its **Annexes**, or related instruments, after a final decision by the competent authority, in accordance with Decree No. 10,025 of September 20, 2019, or any subsequent legislation, and specific **ANTT** regulations.

43.3.2. For the purposes of the preceding sub-clause, a decision by an administrative authority shall be deemed final when there are no further administrative appeals available to the **Concessionaire** against the decision issued by **ANTT**.

43.3.3. Submission to arbitration under this clause does not exempt either the **Granting Authority** or the **Concessionaire** from full compliance with this **Agreement**, nor does it permit interruption of the activities related to the **Concession**, as governed by this **Contract**.

43.3.4. The procedure shall be conducted by one of the following arbitration chambers, at the discretion of the requesting party:

(i) International Court of Arbitration of the International Chamber of Commerce (ICC);

(ii) Arbitration Commission of the Brazil-Canada Chamber of Commerce – CAM-CCBC; or

(iii) Ciesp/Fiesp Chamber of Conciliation, Mediation and Arbitration.

43.3.5. The **Arbitral Tribunal** shall be composed of three (3) arbitrators, one (1) appointed by **ANTT**, one (1) appointed by the **Concessionaire**, and one (1) appointed by the arbitrators designated by the **Parties**, who shall chair the Tribunal.

(i) No individual who served as a member of a **Dispute Prevention and Resolution Board (Dispute Board)** previously established for the matter may serve as arbitrator or expert designated by the respective Arbitration Chamber.

43.3.6. If the institutions listed in sub-clause 44.3.4 are not accredited under Decree No. 10,025 of September 20, 2019, for any reason, the **Concessionaire** shall provide a list of three accredited arbitration institutions to resolve the submitted dispute, from which **ANTT** shall select one within 30 (thirty) days of notification.

43.3.7. The arbitration shall be conducted in Brasília, Distrito Federal, Brazil, and the official language shall be Portuguese for all procedural acts.

43.3.8. With respect to matters that must necessarily be brought before the Judiciary, jurisdiction is conferred on the Federal Court of the Distrito Federal, specifically for:

(i) the filing of an annulment action as provided for in Article 33, caput, of Law No. 9,307 of September 23, 1996;

(ii) the judicial enforcement of the arbitral award; and

(iii) disputes involving non-disposable rights.

43.3.9. The substantive legal rules applicable to the arbitral decision shall be those of Brazilian law; arbitration based on equity is not permitted.

43.3.10. If it becomes necessary to obtain precautionary or urgent measures prior to the constitution of the **Arbitral Tribunal**, the **Parties** may request them in accordance with the applicable legislation and **ANTT** regulations.

43.3.11. All costs and expenses related to the arbitration proceedings, including expert evidence and related fees, shall be advanced by the **Concessionaire** and, if applicable, reimbursed according to the final arbitral decision, pursuant to Decree No. 10,025 of 2019 or its successor legislation, and specific **ANTT** regulations.

43.3.12. The arbitral tribunal shall order the **Party** that is wholly or partially unsuccessful to pay attorneys' fees, pursuant to Article 85 of the Brazilian Code of Civil Procedure, or any legislation that may replace it, excluding reimbursement by either **Party** of contractual legal fees.

43.4. Dispute Prevention and Resolution Board (Dispute Board)

43.4.1. As a mechanism for contractual management and risk mitigation to ensure the proper performance of the **Agreement**, the **Parties** may establish a **Dispute Prevention and Resolution Board (Dispute Board)** to prevent and resolve disputes of an essentially technical nature, pursuant to Article 23-A of Law No. 8,987 of February 13, 1995, and Article 151 of Law No. 14,133/2021, as well as the applicable **ANTT** regulations.

(i) The adoption of the **Dispute Prevention and Resolution Board (Dispute Board)** set forth in this clause is optional for the **Parties** and shall be established on an ad hoc basis.

(ii) The **Dispute Prevention and Resolution Board (Dispute Board)** may only issue non-binding decisions, which may assist **ANTT** in its decision-making process and must therefore be issued prior to the administrative decision on the matter.

43.4.2. The disputes subject to formal submission to the **Dispute Prevention and Resolution Board (Dispute Board)** are those of a technical nature, encompassing the following matters:

(i) execution of works and services, including engineering solutions most suitable for the purposes of the **Contract**, and the related budget;

(ii) adequacy of works and services to the parameters required by regulation and the **Contract**, and the related budget;

(iii) asset appraisal and calculation of compensation; and

(iv) occurrence of events that impact the fulfilment of obligations under the terms of the **Contract**, including the calculation of financial impacts resulting from such events.

43.4.3. The following shall not be subject to resolution by the **Dispute Prevention and Resolution Board (Dispute Board)**:

(i) disagreements involving strictly legal matters, such as the risk matrix and the Economic and Financial Equilibrium of the **Contract**, except for conflicts relating to factual aspects underlying those matters;

(ii) disagreements related to the validity and legitimacy of acts performed by **ANTT** in the exercise of its supervisory and regulatory activities; and

(iii) disagreements related to the legality of regulatory rules issued by **ANTT**.

43.4.4. **ANTT** and the **Concessionaire** may, by mutual agreement and by means of an amendment to the **Contract**, expand the scope of action listed in sub-clause 43.4.2 for the **Dispute Prevention and Resolution Board (Dispute Board)**, subject to the provisions of sub-clause 43.4.3.

43.4.5. The procedure shall be conducted by one of the following chambers, to be chosen by mutual agreement between the **Parties**:

(i) International Court of Arbitration of the International Chamber of Commerce (ICC);

(ii) Arbitration Commission of the Brazil-Canada Chamber of Commerce – CAM-CCBC; or

(iii) Ciesp/Fiesp Chamber of Conciliation, Mediation and Arbitration.

43.4.6. In the event of unavailability or impracticability of engaging any of the chambers mentioned in sub-clause 44.4.5, the **Concessionaire** shall present a list of three institutions with proven experience in such procedures, from which **ANTT** shall choose one within 30 (thirty) days of being notified.

43.4.7. The **Parties** shall submit to the **Dispute Prevention and Resolution Board (Dispute Board)** the following documents:

(i) reports on the progress of the works and services of the Work Front; and

(ii) inspection reports issued by **ANTT** or the **Verifier**.

43.4.8. The **Dispute Prevention and Resolution Board (Dispute Board)** shall be guaranteed, at any time, access to the sites where the works and services are being performed, as well as to information and documents related to the **Agreement**.

43.4.9. Unless otherwise agreed between the **Parties**, the **Dispute Prevention and Resolution Board (Dispute Board)** shall consist of three (3) members to be appointed as follows:

(i) one member appointed by **ANTT**;

(ii) one member appointed by the **Concessionaire**; and

(iii) one member jointly appointed by the members designated by the **Parties**, who shall serve as the chairperson.

43.4.10. The members appointed to the **Dispute Prevention and Resolution Board (Dispute Board)** by the **Parties** must also meet the following minimum requirements:

(i) enjoy full legal capacity;

(ii) have no relationships with the **Parties** or with the dispute submitted to them that would give rise to disqualification or suspicion as provided for in the **Code of Civil Procedure**, in Articles 18 and following of Law No. 9,784 of January 29, 1999, and in supplementary regulations, nor any situation that constitutes a conflict of interest that could improperly influence or compromise the performance of their duties; and

(iii) have technical qualifications and recognized professional experience compatible with the nature of the **Agreement** and the subject matter of the **Dispute Prevention and Resolution Board (Dispute Board)**.

43.4.11. The procedures for the establishment and operation of the **Dispute Prevention and Resolution Board (Dispute Board)** shall follow, where applicable, the rules of the specialized chamber selected, in compliance with this **Agreement** and **ANTT** regulations.

(i) The **Dispute Prevention and Resolution Board (Dispute Board)** may determine the engagement of an independent external expert to assist in resolving disputes that are essentially technical and require specialized technical knowledge.

(ii) The fees of the members appointed to the **Dispute Prevention and Resolution Board (Dispute Board)** shall refer to the values suggested by the specialized chambers, so as to avoid excessive burdens on the execution of the **Agreement**.

43.4.12. The costs and expenses related to the **Dispute Prevention and Resolution Board (Dispute Board)** shall always be advanced by the **Concessionaire** and reimbursed by means of a **Rebalancing Notification**, using **Earmarked Funds**, in the amount corresponding to 50% (fifty percent) of the expenses, in the **Ordinary Review** following the conclusion of the Committee's activities and the verification of the disbursement made by the **Concessionaire**.

44. Miscellaneous Provisions

44.1. ANTT Regulations

44.1.1. The **Concessionaire** shall observe and comply with all resolutions and other rules issued by **ANTT**, considering, however, the peculiarities and specificities inherent to the regulations applicable to concessions and respecting the terms of this **Agreement**.

44.2. Exercise of Rights

44.2.1. The non-exercise, late exercise or partial exercise of any right afforded to either of the **Parties** under the **Agreement** shall not be construed as a waiver, shall not prevent its future exercise at any time, and shall not constitute a novation of the respective obligation or a precedent.

44.3. Partial Invalidity

44.3.1. If any provision of this **Contract** is deemed or declared null, invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this **Contract** shall not be in any way affected or impaired thereby.

(i) The **Parties** shall negotiate in good faith the replacement of such invalid, illegal or unenforceable provisions with provisions that are valid, legal and enforceable, and that produce an economic effect as close as possible to that of the replaced provisions.

44.3.2. Each representation and warranty made by the **Parties** in this **Contract** shall be treated as an independent representation and warranty, and liability for any breach shall be borne solely by the **Party** that made it and shall not be altered or affected by the other **Party's** awareness thereof.

44.4. Remaining Obligations of the Special Transition Period

44.4.1. If any, the remaining obligations of the **Special Transition Period** will be part of the **Scope of the Concession** as an obligation of the **Concessionaire**, which will be entitled to the due economic and financial rebalancing, as provided for in **Annex 16** of this **Amendment**.

44.4.2. The obligations must be completed by the end of the 1st (first) **Concession Year**, and must comply with the **Scope**, the **Performance Parameters**, the **Technical Parameters** and the conditions provided for in the **PER** and in this **Amendment**.

44.4.2.1. In the event that the **Competitive Process** is concluded with the transfer of corporate control of **SPE**, the deadline for the conclusion of the obligations referred to in the previous sub-clause may, at the discretion of the **Concessionaire**, be extended until the 3rd (third) **Concession Year**.

44.4.3. The remaining obligations of the **Special Transition Period** will be part of the **Transition Period**, subject to the differentiated rules for monitoring the execution goals provided for in this **Amendment**.

44.4.4. In the event of a transfer of corporate control of **SPE** within the scope of the **Competitive Process**, the works not fully completed during the **Special Transition Period** and that come to be part of the **Scope of the Concession**, in the event of the occurrence of **Construction Defects**, hidden or apparent, will be given the treatment described in sub-clause 8.7.7, without prejudice to **ANTT**'s right of recourse against the person responsible for the execution of the work, during the period of five (5) years.

44.5. Transition Period

44.5.1. During the **Transition Period**, the **Concessionaire** shall carry out at least 80% (eighty percent) of the accumulated implementation of the investments set forth in the **PER** relating to the Structural Services (Recovery and Maintenance) and Works Fronts**.**

44.5.2. The investment compliance rate shall be calculated based on the quarterly monitoring of the **Action Plan**, in accordance with the guidelines set forth in **Annex 15** of this **Amendment**, concerning the **Transition Period**, pursuant to the **PER**.

44.5.2.1. The **Action Plan** shall serve as the reference for the targets during the **Transition Period** and must be submitted by the **Concessionaire** within 30 (thirty) days of the effective date of this **Amendment** and may be updated annually in accordance with the progress made toward achieving the targets.

44.5.2.2. The **Action Plan** must comply with the deadlines for completion established in the **PER**, with phased and proportional actions for its achievement, including quarterly implementation targets.

44.5.2.3. For the purpose of demonstrating compliance with the investments provided for in the **PER** during the **Transition Period**, the construction of additional lanes on existing shoulders in the state of Pará shall be permitted, on an exceptional and provisional basis, in the event of a delay in environmental licensing for reasons not attributable to the **Concessionaire**, under the terms established in the **PER**.

44.5.2.4. In the event referred to in subclause 44.5.2.3, there shall be no adjustment to the economic and financial balance of the Contract, and the **Concessionaire** shall remain obligated to implement the definitive solution after obtaining the environmental license or authorization under the terms and within the timeframes established in the **PER**.

44.5.3. The application of the **Tariff Steps** shall be conditional upon meeting the targets set for the **Transition Period**, pursuant to the rules established in sub-clause 19.2.

44.5.4. The verification and monitoring of the **Transition Period** targets shall be based on the information generated by the **Verifier** contracted in accordance with clause 98.10 and validated by **ANTT**.

44.5.5. During the **Transition Period**, the restrictions provided in sub-clauses 26.3 and 28.9 shall also apply.

44.5.6. During the **Transition Period**, if the **Concessionaire** fails to reach at least 80% (eighty percent) of the accumulated target at the end of a given quarter, **ANTT** shall initiate a preliminary procedure for consensual early termination, establishing a maximum period of one quarter for the **Concessionaire** to recover the missed accumulated targets.

(i) If the **Concessionaire** reaches the 80% (eighty percent) threshold of accumulated investment implementation in the subsequent quarter, the preliminary procedure for consensual early termination shall be dismissed.

(ii) If the **Concessionaire** fails to reach 80% (eighty percent) of accumulated investment implementation in the subsequent quarter, **ANTT** shall notify the **Concessionaire** to submit a statement regarding the identified non-compliance within a non-extendable period of 15 (fifteen) days, accompanied by all supporting documents.

(iii) After analyzing the **Concessionaire's** statement, the **ANTT's** Board of Directors shall decide within 15 days whether to initiate the consensual early termination procedure to further investigate the reasons for the non-compliance identified by the inspection.

(iv) The consensual early termination procedure shall not be initiated in cases where the **Concessionaire** demonstrates that the non-compliance did not exceed 20% of the accumulated implementation or resulted from force majeure, acts of God, actions by the government or third parties.

(v) The **Supervising Ministry** shall be informed of the initiation of the consensual early termination procedure.

44.5.7. Once the consensual early termination procedure has been initiated, **ANTT** shall immediately notify the **Depositary Bank** to redirect the revenue amounts related to the **Tariff Steps** to the **Adjustment Account**.

44.5.7.1. If the procedure is concluded with a decision to continue the **Concession**, **ANTT** shall notify the **Depositary Bank** to transfer the funds retained in the **Adjustment Account** back to the **Operating Account** within a maximum of ten (10) days.

44.5.8. During the **Transition Period**, the **Tariff Reclassification**, the **Rebalancing Discount**, the **Improvement Quota**, and the **Rebalancing Increase** shall not apply to the **Base Toll Tariff**, pursuant to Sub-clauses 19.2.6 and 19.3.2(iii), subject to the terms of Sub-clause 19.3.2 (iv) at the end of the Transition Period.

44.5.9. If the **Concessionaire** fails to reach the minimum of 80% (eighty percent) of the accumulated target at the end of the last quarter of the **Transition Period**, the **Concessionaire** shall be allowed to recover it within the following three (3) months. The **Transition Period** shall end either upon confirmation of recovery of the missed targets in the final quarter, under the terms of sub-clause 45.4.6, or upon the conclusion of the consensual early termination procedures pursuant to sub-clause 44.6, in the event that the cumulative target at the end of the last quarter is not recovered by the end of the additional extension period.

44.6. Consensual Early Termination

44.6.1. The **Parties** agree to the early termination of the **Concession** in the event of material non-performance during the **Transition Period**, pursuant to Sub-clause 44.5.6(ii)**,** as determined through the procedure set out in this sub-clause.

44.6.1.1. For the purposes of calculating the cumulative percentage of completion, progress on the construction of additional lanes carried out wholly or partially on an exceptional and provisional basis, as provided in subitem 3.2.4 — Technical Parameters of the PER — Volume 2, will be considered as long as their exceptional and provisional nature persists.

44.6.2. The **Concessionaire** shall submit all documents required to substantiate its claims, as well as formally request the production of additional evidence, if applicable.

44.6.3. In the full defense process, including the stage provided in Sub-clause 45.4.6(ii), only issues related to the verification of non-compliance with the **Transition Period** targets shall be admissible.

44.6.4. Upon initiation of the consensual early termination administrative procedure by **ANTT**, a **Review Committee** composed of three (3) **ANTT** staff members shall be appointed to investigate the non-compliance with the targets set for the **Transition Period**.

44.6.5. The **Review Committee** shall notify the **Concessionaire** within ten (10) days of the initiation of the consensual early termination administrative procedure, expressly identifying the breaches of contract and submitting the documentation from **ANTT** and the **Verifier** evidencing the non-compliance.

44.6.6. Upon receipt of the communication, the **Concessionaire** may submit its defense within a non-extendable period of ten (10) days, and must attach to its statement all documents intended to support its claims.

44.6.7. Based on the defense presented, the Investigating Committee shall prepare a Preliminary Report within fifteen (15) days and summon the **Concessionaire** to submit final arguments within a non-extendable period of fifteen (15) days.

44.6.8. Once the deadline for submission of final arguments has elapsed, the Investigating Committee shall, within fifteen (15) days, submit a Final Report to the **Collegiate Board**, including a proposed decision.

44.6.9. The **ANTT** Collegiate Board must decide within fifteen (15) days on whether to forward to the **Supervising Ministry** the proposal for consensual early termination of the **Concession**, which shall decide within ten (10) days.

(i) Before the case is submitted for decision, the **Director-General** or the **Reporting Director** may request a legal opinion from the Federal Attorney's Office assigned to **ANTT** to clarify legal issues that may affect the decision.

(ii) The decision of the **Collegiate Board** may be appealed, with suspensive effect, on grounds of legality and merit, by filing an appeal within ten (10) days from acknowledgment or official disclosure of the challenged decision.

44.6.10. If the **Supervising Ministry** decides in favor of the consensual early termination of the **Concession**, any disputes regarding the calculation and form of payment of indemnities that may be owed by the **Parties** may be submitted to arbitration proceedings, pursuant to the rules established in Clause 36 of this **Contract**.

(i) If consensual early termination occurs under the terms of this sub-clause, 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 centavos), on the reference date of August 2025, shall be deducted from any indemnity to be calculated, as indemnification due to the **Granting Authority**.

44.6.11. The **Parties** waive any judicial or arbitral challenge to the merits of the consensual early termination, limiting any disputes to financial aspects after termination of the **Contract**.

44.6.12. In the event of consensual early termination, ANTT will promote the execution of the guarantee provided for in sub-clause 27.7.2, in an amount corresponding to the proportional non-performance of the obligation to implement the Carbon Zero

Program established in sub-clause 27.7.1.

44.6.13. In the event that the **Competitive Process** is concluded with the transfer of **SPE**'s corporate control, the provisions relating to consensual early termination will not be applicable.

44.7. Governing Law

44.7.1. This **Contract** shall be governed by and interpreted in accordance with the laws of the Federative Republic of Brazil.

44.7.2. The **Concession** shall be governed by Law No. 10,233 of 2001 and, where applicable, by Law No. 8,987 of 1995, without prejudice to other applicable regulations.

44.8. Communications

44.8.1. Communications and notifications between the **Parties** shall be made in writing and delivered:

(i) by hand, provided that receipt is acknowledged;

(ii) by registered mail, with return receipt;

(iii) through electronic filing; or

(iv) by electronic mail.

44.8.2. Either **Party** may change its address by simply notifying the other **Party**.

44.9. Time Limits

44.9.1. In calculating time limits established in days in the **Agreement**, the initial day shall be excluded and the final day included, counting calendar days, unless the reference is expressly made to business days.

44.9.2. The time limits referred to shall only begin and end on a working day for **ANTT**.

44.10. Language

44.10.1. All documents related to the **Agreement** and to the **Concession** must be written in Portuguese or translated into Portuguese if they are foreign documents.

44.10.2. In the event of any conflict or inconsistency between versions, the Portuguese version shall prevail.

44.11. Term

44.11.1. This **Amendment to the Contract** shall enter into force on the date of publication of its summary in the **DOU**.

The **Parties** acknowledge that electronic signatures, whether or not using a digital certificate issued under the standards established by ICP-Brazil, but provided they are guaranteed by encryption systems, shall be deemed valid and shall have the same legal effect as manual signatures, being considered original signatures for the purposes of this **Contract**, pursuant to Article 10, §§ 1 and 2 of Provisional Measure No. 2,200-2/2001 and applicable legislation. The signatories declare that they are the legitimate representatives of the **Parties** and are duly authorized to execute this **Contract**. Thus, having agreed to the terms herein, the **Parties** execute this **Contract** electronically, together with the two (2) witnesses below.

Brasília, [●] [●], [●].

NATIONAL LAND TRANSPORTATION AGENCY (AGÊNCIA NACIONAL DE TRANSPORTES TERRESTRES)

[CONCESSIONAIRE]

Witness

Witness