



CONCESSION NOTICE No. 01/2018

Federal Highway

BR-101/290/386/448 / RS, IN THE STRETCH OF BR-101 / RS, BETWEEN THE SC / RS BOUNDARY TO THE INTERSECTION WITH BR-290 (OSÓRIO); OF BR-290 / RS, AT THE INTERSECTION WITH BR-101 (A) (OSÓRIO) TO KM 98.1; OF BR-386, AT THE INTERSECTION WITH BR-285/377 (B) (TO PASSO FUNDO) TO THE INTERSECTION WITH BR-470/116 (A) (CANOAS); AND BR-448, AT THE INTERSECTION WITH BR-116 / RS-118 TO THE INTERSECTION WITH BR-290/116 (PORTO ALEGRE)

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Part I - Preamble

The Government, through ANTT, makes this concession of public knowledge through the present Concession Notice No. 01/2018 the terms of privatization, in the **International Competition** modality, in order to select the best proposal for the celebration of the public service **Concession Contract** for the **Concession** operation.

The present privatization will be governed by the rules set forth in this Notice and its **Annexes**, and by Laws No. 13.334, dated September 13, 2016, Law No. 9.491, of September 9, 1997; Law No. 8,987 of February 13, 1995, and Law No. 9.074 of July 7, 1995; Law No. 10,233, dated June 5, 2001; and, in the alternative, by Law No. 8.666, dated June 21, 1993, by Law No. 13.448 of June 5, 2017 and other rules in force on this matter.

The Council of the Investment Partnerships Program of the Republic Presidency expressed favorably for the entering into the partnership agreement regarding the **Road System**, pursuant to Resolution No. 2 of September 13, 2016, published on September 14, 2016.

A public hearing was held in the period from January 31, 2017 until May 1, 2017, in compliance with ANTT Resolution No. 3.705, of August 10, 2011, with on-site sessions on February 16, 2017 in Porto Alegre/RS, on February 23 in Brasília/DF, on March 16 in Lajeado/RS, on March 17 in Soledade/RS, on March 22 in Montenegro/RS and on March 24 in São João do Sul/SC, advertised by publication in Official Federal Gazettes and newspapers of great circulation in the States of Rio Grande do Sul and the Federal District, on February 2, 2017, and on the electronic website www.antt.gov.br, on January 31, 2017.

The criterion for the evaluation of the best economic proposal will be the lower value of the **Basic Toll Rate** to be charged to the users of the **Road System**, pursuant to item I of article 15, articles 18-A, 23-A and 28-A of the Law No. 8.987 of 1995, as amended by Laws 9.648, 1998 and 11.196, 2005, Law No. 9.074, dated July 7, 1995, and Law No. 9.491, of September 9, 1997, regulated by Law Decree No. 2.594 of May 15, 1998, item IV of paragraph 2 of article 34-A of Law 10.233 of 2001, and the Resolution of the Council of the Investment Partnership Program - PPI aforementioned. Proposals and other documents required for participation in the **Auction** will be received between 9:00 am and 12:00 am of day October 30 of 2018. The opening of tenders will be held in a public session starting on November 1st of 2018, at 10 am, at the headquarters of **B3 S.A.**, at Rua XV de Novembro, 275, in the Municipality of São Paulo, State of São Paulo.

The **tender notice** of the present privatization, its annexes, as well as all information, studies and projects available on the **Road System** may be accessed (i) through electronic media, at **ANTT** headquarters, at its Ombudsman's Office, located in Brasília, Federal District, Clubes Esportivos Sul Sector, Trecho 3, Lote 10, Polo 8 of Projeto Orla, between July 3rd of 2018 and October 30th of 2018 from 2 pm to 6 pm, by reimbursing the amount paid for the copy to **ANTT** and/or (ii) on the ANTT website, [www.antt.gov.br], focusing on the provision of this information and studies the rules provided for both in this **Notice**.



Part II - Definitions

For the purposes of this **Notice**, and without prejudice to other definitions set forth herein, the following definitions apply to the respective expressions:

- (i) **Successful Tenderer:** The winning **Proponent** of the tender process.
- (ii) **AGU:** Attorney General of Brazil.
- (iii) **Annex:** each one of the documents attached to the **Tender Notice**.
- (iv) **Annex to the Draft Contract:** each one of the documents annexed to the **Draft Contract**.
- (v) **ANTT:** National Land Transportation Agency.
- (vi) **Contributions:** financial contributions to be made by the **Successful Tenderer** that must be considered in the **Written Economic Proposal**.
- (vii) **B3 S.A.:** B3 S.A.- Brasil, Bolsa, Balcão Stock Exchange.
- (viii) **BNDES:** National Bank for Economic and Social Development.
- (ix) **Affiliate:** company subject to the significant influence of another company. There is significant influence whether it holds or has the power to participate in the financial or operating policy decisions of the investee, without controlling it. Significant influence is assumed when there is ownership of 20% (twenty percent) or more of the voting capital of the investee without controlling it.
- (x) **Granting Commission:** the commission established by **ANTT** that will be responsible for examining and assessing all documents and conducting procedures related to the **Auction**.
- (xi) **Concession:** Concession for the infrastructure operation and the provision of the public service for the recovery, operation, maintenance, monitoring, conservation, implementation of improvements, capacity expansion and maintenance of the **Road System's** service level, under the terms, in the **Draft Contract**, including, but not limiting to the **Annex 2** to the **Draft Contract**.
- (xii) **Concessionaire:** **SPE**, as defined below, to be incorporated in accordance with the Federative Republic of Brazil laws, with the exclusive purpose of exploring the the Road System Concession.
- (xiii) **Consortium:** a group of companies, jointly responsible for the fulfillment of the obligations arising from this tender and bound by the Commitment Agreement for the Constitution of a Specific Purpose Company, in accordance with **Annex 5**, which are participating in this tender process.
- (xiv) **Contract:** **Concession** agreement for the recovery, operation, maintenance, maintenance, implementation of improvements and expansion of the **Road System** capabilities, to be agreed upon between the Government, represented by **ANTT**, and the **Concessionaire**, which shall be governed by the laws of the Federative Republic of Brazil, whose draft is included in Part VII of this **Notice**.

- (xv) **Subsidiary:** any legal entity or investment fund which is **Controlled** by another person or investment fund and understood as such, the company in which the **Holding Company**, directly or through other subsidiaries, holds the rights of a partner that ensures, in a manner permanent, preponderance in the company deliberations and power to elect the majority of the directors of the **Subsidiary**, under the terms of art. 243, paragraph 2, of Law 6.404/76.
- (xvi) **Holding Company:** any person or investment fund that exercises **Control** over another person or investment fund.
- (xvii) **Control:** the power, held by a person or group of persons bound by a voting agreement or under common control, who, directly or indirectly, individually or jointly: (i) permanently has rights that ensure a majority of the votes in the company resolutions and elect the majority of the managers or officers of another person, investment fund or supplementary pension entities, as the case may be; and/or (ii) effectively direct the company activities and guide the entities operations of another person, investment fund or supplementary pension entity.
- (xviii) **Accredited Brokerage Firms:** brokerage firms authorized to operate in **B3 S.A.** contracted by the **Proponents**, through the brokerage agreement, to represent them in all acts related to the **Auction** with the **B3 S.A.**
- (xix) **Date of Assumption:** date of signature of the Inventory Records Terms and Transfer of Assets (**Annex 1** of the **Agreement**).
- (xx) **Receipt Date of the Envelopes:** between 9:00 am and 12:00 am of the day October 30 of 2018 in which all the documents necessary for the **Proponents'** participation in the **Auction** shall be delivered at the **B3 S.A.**
- (xxi) **DNIT:** National Department for Transport Infrastructure.
- (xxii) **Assessment Documents:** set of documents listed in the **Notice**, to be submitted by the **Proponents**, to prove their legal, tax and labor compliance, technical capacity and economic and financial eligibility.
- (xxiii) **DOU:** Official Federal Gazette.
- (xxiv) **Notice:** This Concession Notice no. 01/2018 and all its **Annexes**.
- (xxv) **Brazilian Company:** a company organized in accordance with the Brazilian laws and having its headquarters in Brazil.
- (xxvi) **EPL:** Enterprise for Planning and Logistics.
- (xxvii) **Sources of Financial Resources:** credit operations and capital contributions to the **SPE**.
- (xxviii) **Proposal Guarantee:** the fulfillment guarantee of the proposal to be presented by the **Proponents**, in accordance with this **Notice** terms.
- (xxix) **Performance Bond:** the guarantee of the faithful performance of the obligations present in this **Contract**, to be maintained by the **Concessionaire** in favor of **ANTT**, in the money amounts and terms defined in the **Draft Contract**.
- (xxx) **IBGE:** Brazilian Institute of Geography and Statistics.
- (xxxi) **IPCA:** National Broad Consumer Price Index published by IBGE.

- (xxxii) **IRT**: adjustment index for monetary correction of the **Toll Rate** amounts, funds and **Performance Bond**, calculated based on the **IPCA** variation between July of 2016 and two months prior to the base adjustment date of the **Toll Rate**, according to the following formula: $IRT = IPCA / IPCA_0$ (where: **IPCA₀** means the **IPCA** index number for the month of July of 2016, and **IPCA** means the **IPCA** index number of two months prior to the base date of the **Toll Rate** adjustment), as defined in the **Draft Contract**.
- (xxxiii) **Auction**: a set of procedures performed for the privatization and **Concession** contracting.
- (xxxiv) **Auction Procedures Manual**: a document prepared by **B3 S.A.** and approved by **ANTT**, as an integral part of this **Notice**, which contains guidelines, rules and templates of documents for the **Auction** procedures (**Annex 15**).
- (xxxv) **MTPA**: Ministry of Transport, Ports and Civil Aviation.
- (xxxvi) **Draft Contract**: draft of the Concession Agreement, which composes the Part VII of the **Concession Notice**.
- (xxxvii) **Related Parties**: with respect to the **Concessionaire**, any **Holding, Affiliate** or **Subsidiary Company**, as well as those considered by in force accounting standards.
- (xxxviii) **PER**: Highway Exploration Program in **Annex 2** of the **Agreement**, which covers all conditions, targets, criteria, requirements, mandatory interventions and minimum specifications that determine the **Concessionaire's** obligations.
- (xxxix) **Operational Transition Plan**: planning of activities necessary to ensure effective transition of operations, the minimum content of which is included in **Annex 24**.
- (xl) **Granting Authority**: Government authority, pursuant to Law No. 8,987 of February 13, 1995, or entity designated by it.
- (xli) **Concession Term**: term of 30 (thirty) years, counted from the **Assumption Date**.
- (xlii) **PREVIC** - National Superintendence of Complementary Pensions.
- (xliii) **Qualified Professional**: A graduated professional, which will be technically responsible for the provision of the services related to the **Concession** that is the **Auction** object.
- (xliv) **Proponent**: any legal entity, investment fund, supplementary pension entity or **Consortium** participating in the **Auction**.
- (xlv) **Written Economic Proposal**: amount of the **Basic Toll Rate** offered by the **Proponent** at the **Auction**.
- (xlvi) **Extraordinary Revenue**: any complementary, ancillary revenues and associated projects, characterized by sources that do not come from toll collection and financial investments, such as occupation of the **right-of-way**, etc.
- (xlvii) **Accredited Representatives**: persons authorized to represent **Proponents** in all documents related to the Auction, except in acts performed with **B3 S.A.**
- (xlviii) **Public Auction Session**: public session starting on November 1st of 2018 at 10:00 am, to open the **Written Economic Proposal** envelope delivered by the **Proponents**.
- (xlix) **Road System**: The **Concession** area, consisting of the BR-101/290/386/448 / RS, in the stretch of BR-101 / RS, between the SC / RS boundary and the intersection with BR-290 (Osório); of BR-290 / RS, at the intersection with BR-101 (A) (Osório) to km 98.1; of BR-



386, at the intersection with BR-285/377 (B) (to Passo Fundo) to the intersection with BR-470/116 (A) (Canoas); and BR-448, at the intersection with BR-116 / RS-118 to the intersection with BR-290/116 (Porto Alegre), described in **Annex 2** of the **Draft Contract**, including all the elements of its domain area, in addition to accesses and interchanges, buildings and land, central, lateral, marginal or local lanes, connected directly or by means of interconnection with the highway, shoulders, special works of art and any other elements that are within the right-of-way limits, as well as the areas occupied with operational and administrative facilities related to the **Concession**.

- (I) **SPE**: a special purpose enterprise, to be constituted by the winning Tenderer of the **Auction**, in the form of a joint-stock company, which will execute the **Contract** with the **Government**, represented by **ANTT**.
- (II) **SUSEP**: Superintendence of Private Insurance.
- (III) **Basic Toll Rate**: the amount described in the **Written Economic Proposal**, expressed in 5 (five) decimal places, corresponding to the basic Rate for class 1 vehicles (single and double-axle vehicles), which cannot exceed R\$ 7.24 (seven reais and twenty four centavos), referenced to July 2018;
- (IV) **Toll Rate**: **Toll Rate** in force to be paid by the **Road System** users in the toll plazas indicated in **Annex 2** of the **Contract**.

Except where the context does not allow such interpretation, the Definitions of the **Notice** shall also be applied in their singular and plural forms.

Part III - The Object

1 Object of the Concession Notice

- 1.1** This **Auction** object is the **Concession** for the infrastructure operation and public service provision for the recovery, operation, maintenance, monitoring, conservation, implementation of improvements, capacity expansion and maintenance of the service level of the **Road System**, under the terms, within the schedule and under the conditions established in the **Draft Contract** and the **Notice and Contract Annexes**.
- 1.2** The tender object is the granting of the **Concession** of the **Road System** comprised by the BR-101/290/386/448/RS sections, in the BR-101/RS section, between the SC/RS borders until the intersection with BR- 290 (Osório); from BR-290/RS, at the intersection with BR-101 (A) (Osório) until the km 98.1; of BR-386, at the intersection with BR-285/377 (B) (to Passo Fundo) to the intersection with BR-; from the BR-386 between the intersection with the BR- 470/116 (A) (Canoas); and BR-448, at the intersection with BR-116 / RS-118 to the intersection with BR-290/116 (Porto Alegre), described in Annex 2 of the **Draft Contract**.
- 1.3** The **Basic Toll Rate**, representing the **Maximum Rate** for the single and two-axle vehicle is R \$ 7.24 (seven reais and twenty four centavos) prices from July 2018¹.
- 1.4** With the exception of the **Basic Toll Rate**, the other amounts included in the Notice and its Annexes are referenced to September 2016

¹ Basic Toll Rate was updated using the IRT methodology (index 1.056340238) to R \$ 7.23605, starting from R \$ 6.85011, with a base date in September 2016. After the Auction was completed, the value of the Proposal, to be offered with reference in July 2018, will be brought to the base date of September 2016 for all contractual purposes.

Part IV - Access to Information on the Road System and on the Auction

2 Acquisition and Consultation of Notice and Access to Information

- 2.1** The **Tender Notice**, its Annexes and the information, studies and projects available on the **Road System** may be obtained (i) in electronic media at the ANTT headquarters, between July 3, 2018 and October 30, 2018, from 2:00 p.m. to 6:00 p.m, by means of reimbursement to ANTT of the amount paid for the copy or (ii) on the ANTT website, [www.antt.gov.br] the availability of this information and studies the rules provided for both in this **Notice**.
- 2.2** **ANTT** will not be responsible for the **Tender Notice** or its Annexes or other information and studies available on the **Road System**, obtained or known in a way or in a place other than specified in this **Notice**.
- 2.3** Obtaining the **Concession Notice** or the proof of such obtaining shall not be a condition for participation in the **Auction**, being essential for both the knowledge and acceptance by the **Proponent** of all its terms and conditions.
- 2.4** **Proponents** are responsible for the direct analysis of the **Road System** conditions and of all data and information on the **Concession** area operation.
- 2.4.1** The information, studies, research, surveys, projects, spreadsheets and other documents or data related to the **Road System** and its operation, made available by ANTT, were made and obtained for exclusive purposes of **Concession** pricing, not presenting, with respect to potential **Proponents**, any binding nature or any effect from the point of view of the **Granting Authority's** liability to the **Proponents** or to the future **Concessionaire**.
- 2.5** The Concerned parties are responsible for examining all instructions, conditions, requirements, laws, decrees, rules, specifications and regulations applicable to the **Auction**, and **Concession**, as well as for the direct analysis of the **Road System** conditions and all data and information on the **Concession** operation.
- 2.6** **Proponents** will bear their respective costs and expenses incurred in conducting studies, researches, surveys, projects and investments related to the **Auction** or the contracting process.
- 2.7** Subject to the items 2.4 to 2.6 provisions, **Proponents** may inspect the part of the **Road System** that is the object of the tender in technical visits that will be scheduled by requests sent by mail or a protocol sent to **ANTT**, as well as with sending a request copy to the following e-mail addresses with the following heading "Technical Visit – Concession Notice 01/2018 (BR-101/290/386/448/RS)": ris@antt.gov.br.
- 2.7.1** The request for a technical visit must include the nomination and election of up to five (5) company representatives interested to carry out the visit, as well as a document copy proving the representation relationship between the company and the designated representative(s) to participate in the technical visit.
- 2.7.2** Once the electronic mail has been received and the necessary requirements indicated in this **Notice** have been met, the interested party will be sent an email to schedule the technical visit in order to minimize the inconvenience

to the operation of the road stretch, which must be accompanied by the collaborators of **ANTT** or designated by it.

2.7.3 The technical visits shall be carried out after the publication date of this **Notice** until the date established in the schedule for receiving the documentation set forth in sub-item 6.1.

2.8 The documentation provided by **ANTT** exclusively to **Proponents** may not be reproduced, disclosed and used, in whole or in part, for any purpose other than those stated in the **Notice**.

2.9 In case of divergence between the Portuguese and English versions of the documents related to the **Concession**, the Portuguese version shall prevail.

3 Clarification Requests

3.1 If any interested party needs further clarification, he/she should request them to **ANTT** up to 6:00 p.m. on July 23, 2018, as follows:

- by electronic means, on the website www.antt.gov.br, accompanied by the file containing the questions formulated, in ".doc" or ".docx" format, according to the model that is part of **Annex 1**; or
- by mail registered at the **ANTT** headquarters, containing the questions according to the model that is part of **Annex 1**, printed and in electronic format, accompanied by the file containing the questions formulated in ".doc" or ".docx" format.

3.2 **ANTT** will not answer questions that have been formulated in disagreement with the aforementioned sub-item 3.1.

3.3 **ANTT** responses to the aforementioned complementary clarifications will be published on the website [www.antt.gov.br], without identifying the questioning source.

3.4 **Proponents** may also acquire a copy of the clarification draft on the **Notice** at **ANTT** headquarters.

3.5 All mail related to the **Concession Notice** sent to **ANTT** will be considered as delivered on the date of receipt if received until 6 p.m. (Brasilia time), including mail sent to the electronic address, which will be considered as received on the business day immediately after its dispatch.

3.6 All **ANTT** responses to the clarification requests made pursuant to this item will be recorded in the minutes, which will be an integral part of this **Notice**.

4 Objections to the Concession Notice

4.1 Under penalty of forfeiture of rights, any objection to the **Notice** shall be filed at **ANTT** headquarters up to five (5) business days prior to the start date of the **Public Auction Session**.

4.2 Objections to the **Notice** shall be addressed to the Chairman of the **Granting Commission** and delivered to **ANTT** headquarters within the period mentioned in the subitem 4.1 above and subject to legal conditions.



- 4.3** The timely objection shall not prevent the interested party from participating in the **Auction** until the **Granting Commission's** decision.

Part V - Auction Regulation

5 Conditions for Participation

- 5.1** The following may participate in the **Auction**, alone or in a **Consortium**, in accordance with the terms of this Notice:
- I. Brazilian or foreign legal entities;
 - II. supplementary pension entities; and
 - III. investment funds.
- 5.2** The participation of a consortium member or its **Related Parties**, or a company under common control in more than one **Consortium**, even if with separate participation or members among them, or in isolation, shall not be permitted.
- 5.3** The following may not participate in the **Auction**, alone or in a **Consortium**, in accordance with the terms of this **Notice**:
- I. legal entity declared unenforced by act of the Public Authority;
 - II. impeded or suspended legal entity from participating in tender processes or contracting with the Government Entities;
 - III. Legal entities that have been convicted, by a judgment that has the force of res judicata, to the sentence of prohibition of rights due to the practice of environmental crimes, as established in art. 10 of Law No. 9.605/98; and
 - IV. a legal entity whose officer(s) or technical supervisor(s) has/have been in effective position in **ANTT**, **BNDES**, **EPL** or **MTPA**, or has/have in a position as director, management consultant or intermediate assistance of the **Government**, within the last 180 (one hundred and eighty) days prior to the **Notice** publication date.
- 5.4** Participation in the **Auction** implies in the integral and unconditional acceptance of all terms, provisions and conditions of the **Notice**, **Annexes** to the **Concession Notice**, the **Procedures Manual**, the **Draft Contract** and the **Draft Contract Annexes**, as well as other rules applicable to **Auction**.
- 5.5** In the event of a conflict, the **Notice** terms, provisions and conditions shall prevail over the provisions of the **Notice Annexes**.
- 5.6** In case the **Proponent** is a **Foreign Company**, the following rules must be observed, without prejudice to others existing in the remainder of the **Notice**:
- I. Proponents of foreign legal entities must submit, both for the separate participation or in the Consortium, the documents equivalent to the documents for the authorization, authenticated by the Brazilian consular authority of their country of origin and translated by a sworn translator.
 - a. Foreign companies from States Signatory to the Convention Abolishing the Requirement of Legalization for Foreign Public Document, enacted in Brazil by Decree No. 8.660/16, may replace the need for authentication by the respective consulate, referred to in



the aforementioned item 5.6 (I), by the of the handbook referred to in the said Convention, when applicable.

- b. The documentation and the respective apostille must be translated by a sworn translator and notarized signature by a notary public.
- II. Proponents that are foreign legal entities must submit a declaration in accordance with the model contained in Annex 22 - Model of Foreign Proponent Declaration Letter, certifying the correlation between legal administrative documents and their validities, normally required in tenders in Brazil and the correspondents in the country of origin.
 - III. The equivalent eligibility documents shall be presented in such a way as to make it possible to analyze their validity and enforceability.
 - IV. In the event of non-existence of documents equivalent to those requested in this Notice or equivalent authority(ies) in the country of origin that authenticates them, a statement must be presented, informing this fact by the Proponent, according to the model in Annex 22 - Statement Letter of Foreign Proponent Document.
 - a. If any documents required for participation in this Notice are included in the previous subitem case, the declaration contained in Annex 5, subitem 17.3, must be added to the corresponding declaration of non-existence of tax and labor debts due.
 - V. Proponents shall be civilly, administratively and criminally liable for the veracity of the statements above.
 - VI. A Legal Representative of Proponents is a foreign legal person, a person legally accredited and domiciled in Brazil, with express powers by a power of attorney through a public or private instrument, with a signature notarized as true by a notary or other entity according to the law applicable to the documents, to receive service and administrative and judicial response in Brazil, as well as to represent it in all phases of the process, subject to the provisions of item 6.11.I, which must be expressly indicated in its legal documents.
 - a. The power of attorney shall be issued in the official language of the Proponent's country of origin, duly authorized by the consulate, subject to the provisions of item 5.6.I.a, with sworn translation and registered in the Notary Public Office of Deeds and Documents Registration.
- 5.7** In case the **Proponent** is a **Consortium**, the following rules must be observed, without prejudice to others existing in the remainder of the **Notice**:
- I. in the Consortium formation and organization, the **Proponents** shall observe the subitems 5.2 and 5.3 in the **Notice**;

- II. each consortium member must meet individually the requirements relating to legal, tax and labor law requirements and the economic and financial eligibility contained in **Annex 5** of the **Notice**;
- III. the technical qualification requirements must be met by the **Consortium**, through any of the consortium members alone or by the sum of the technical qualifications presented by the consortium members;
- IV. the disqualification and incapacity of any consortium will result in the automatic decommissioning/disqualification of the **Consortium**;
- V. there is no limit on the number of consortium members to constitute the **Consortium**;
- VI. no **Proponent** may participate in more than one **Consortium**, even it is through its **Affiliates, Controlling Companies, Subsidiaries** or any companies under common control, or even with different percentages, otherwise they will be disqualified from the tender process, regardless of the stage in which it is revealed;
- VII. in the event that a **Proponent** participates in a **Consortium**, it shall remain therein, its **Related Parties** and companies under common control, prevented from participating individually in the **Auction**;
- VIII. the inclusion, substitution, withdrawal or exclusion of consortium members until the **Contract** signature, nor the change in the participation proportion of the consortium members will not be allowed;
- IX. If the **Consortium** is composed of Brazilian and foreign companies, it is mandatory that the leading company is a Brazilian company;
- X. the participation of a **Consortium** composed exclusively by foreign companies is allowed; and
- XI. the joint liability of the consortium members shall cease, for purposes of the obligations assumed by virtue of the **Auction**:
 - a) in case the **Consortium** was the winning **Proponent**, with the **Contract** signature; and
 - b) in case the **Consortium** was not the winning **Proponent**, until the signing of the **Contract** by the Tender winner.

5.8 In addition to other documents required by the **Notice**, the participation of the **Proponent** in a **Consortium** is conditioned to the presentation of a commitment of the **SPE** Constitution, subscribed by the consortium members, in accordance with **Annex 5**.

5.9 The practice of acts by the **Proponents** in each stage of the Auction is subject to estoppel, being prohibited the exercise of faculties referring to steps already done of the **Auction**, except in the cases admitted in the **Notice**.

6 Documentation Presentation Format

6.1 The **Proposal Guarantee**, the **Written Economic Proposal** and the **Assessment Documents** shall be (i) delivered on the **Receipt Date of the Envelopes**, at **B3 S.A.**



by a representative of the **Accredited Brokerage Firms**, with the documents proving their powers as representatives and (ii) presented in 3 (three) sealed volumes, distinct and identified in its cover, as follows:

I. VOLUME 1 - PROPOSAL GUARANTEE

CONCESSION NOTICE No. 01/2018 - CONCESSION FOR THE OPERATION OF THE HIGHWAYS BR-101/290/386/448/ RS, AT BR-101/RS, BETWEEN THE SC/RS STATES BORDER UNTIL THE INTERSECTION WITH THE BR-290 (OSÓRIO); FROM BR-290/RS, IN THE INTERSECTION WITH THE BR-101 (A) (OSÓRIO) TO THE KM 98.1; OF THE BR-386, IN THE INTERSECTION WITH THE BR-285/377 (B) (TO PASSO FUNDO) TO THE INTERSECTION WITH THE BR-470/116; (A) (CANOAS); AND THE BR-448, IN THE INTERSECTION WITH THE BR-386116 / RS-118 UNTIL THE INTERSECTION WITH THE BR-116 / 290. / 116 (PORTO ALEGRE).

PROPONENT'S SOCIAL NAME OR DESIGNATION OF THE CONSORTIUM, INDICATING ITS MEMBERS AND ITS LEADER

NAME OF THE ACCREDITED BROKERAGE FIRM, AS WELL AS THE NAME, TELEPHONE AND ELECTRONIC ADDRESS (E-MAIL) OF ITS AFFILIATE RESPONSIBLE FOR THE AUCTION

NAME, TELEPHONE AND ELECTRONIC ADDRESS (EMAIL) OF THE ACCREDITED REPRESENTATIVE(S)

VOLUME 1 - PROPOSAL GUARANTEE

II. VOLUME 2 - WRITTEN ECONOMIC PROPOSAL

BR-101/290/386/448/ RS, AT BR-101/RS, BETWEEN THE SC/RS STATES BORDER UNTIL THE INTERSECTION WITH THE BR-290 (OSÓRIO); FROM BR-290/RS, IN THE INTERSECTION WITH THE BR-101 (A) (OSÓRIO) TO THE KM 98; OF THE BR-386, IN THE INTERSECTION WITH THE BR-285/377 (B) (TO PASSO FUNDO) TO THE INTERSECTION WITH THE BR-470/116; (A) (CANOAS); AND THE BR-448, IN THE INTERSECTION WITH THE BR-386116 / RS-118 UNTIL THE INTERSECTION WITH THE BR-116 / 290. / 116 (PORTO ALEGRE).PROPONENT'S SOCIAL NAME OR DESIGNATION OF THE CONSORTIUM, INDICATING ITS MEMBERS AND ITS LEADER

NAME OF THE ACCREDITED BROKERAGE FIRM, AS WELL AS THE NAME, TELEPHONE AND ELECTRONIC ADDRESS (E-MAIL) OF ITS AFFILIATE RESPONSIBLE FOR THE AUCTION

NAME, TELEPHONE AND ELECTRONIC ADDRESS (EMAIL) OF THE ACCREDITED REPRESENTATIVE(S)

VOLUME 2 - WRITTEN ECONOMIC PROPOSAL

III. VOLUME 3 - DOCUMENTS FOR QUALIFICATION

BR-101/290/386/448/ RS, AT BR-101/RS, BETWEEN THE SC/RS STATES BORDER UNTIL THE INTERSECTION WITH THE BR-290 (OSÓRIO); FROM BR-290/RS, IN THE INTERSECTION WITH THE BR-101 (A) (OSÓRIO) TO THE KM 98.1; OF THE BR-386, IN THE INTERSECTION WITH THE BR-285/377 (B) (TO PASSO FUNDO) TO THE INTERSECTION WITH THE BR-470/116; (A) (CANOAS); AND THE BR-448, IN THE INTERSECTION WITH THE BR-386/116 / RS-118 UNTIL THE INTERSECTION WITH THE BR-116 / 290. / 116 (PORTO ALEGRE). PROPONENT'S SOCIAL NAME OR DESIGNATION OF THE CONSORTIUM, INDICATING ITS MEMBERS AND ITS LEADER

NAME OF THE ACCREDITED BROKERAGE FIRM, AS WELL AS THE NAME, TELEPHONE AND ELECTRONIC ADDRESS (E-MAIL) OF ITS AFFILIATE RESPONSIBLE FOR THE AUCTION

NAME, TELEPHONE AND ELECTRONIC ADDRESS (EMAIL) OF THE ACCREDITED REPRESENTATIVE(S)

VOLUME 3 - DOCUMENTS FOR QUALIFICATION

- 6.2** Each one of the **Proposal Guarantee, Written Economic Proposal** and **Assessment Documents** shall be presented in 2 (two) identical, separately assembled, copies with all sequentially numbered pages, including the separation pages, catalogs, drawings or the like, if there is, regardless of the composition of each volume by more than one notebook, from the first to the last page, so that the numbering of the last page of the last notebook reflects the total number of pages of each volume, between lines or exceptions.
- 6.2.1** The pages to be numbered will be those with content.
- 6.3** Each copy will contain a page with its own closing term, which will not be numbered.
- 6.4** Each one of the **Proposal Guarantee, Written Economic Proposal** and the **Assessment Documents** shall be submitted in electronic form, with contents identical to the two (2) hard copies.
- 6.5** If there is a discrepancy between the information presented in physical and electronic media, the information provided in physical media shall prevail.
- 6.5.1** In the event of divergence between numbers and its phrasing, the written form shall prevail.
- 6.6** For presentation purposes:
- I. the copies of each one of the **Proposal Guarantee, Written Economic Proposal** and **Assessment Documents** volumes shall contain, in addition to the identification cited in the subitem 6.1 above, the subheadings "1st copy" and "2nd copy", respectively;
 - II. all documents must be presented in their original form or certified copy; and

- iii. the **Proposal Guarantee** must be delivered in two copies, the first with the original documents and the second in a simple copy.
- 6.7** All pages of each of the **Proposal Guarantee, Written Economic Proposal and Assessment Documents** copies must be initialed by one of its **Accredited Representatives**.
- 6.8** One of the Accredited Representatives must sign the sealing of each envelopes containing each of the volumes indicated in the subitem 6.1, inserting next to the signature, with its own handwriting, the date and time of signature.
- 6.9** Except as expressly authorized in this **Notice**, the documents must be presented according to the models contained in the **Notice**, when there is one.
- 6.10** Any failures in delivery or formal defects in the documents that form part of the **Proposal Guarantee, Written Economic Proposal and Assessment Documents** may be remedied in accordance with the terms of item II of subitem 12.2, within a period established by the **Granting Commission**.
- 6.11** Documents should be presented in clear language, without any amendments, erasures, comments between the lines or restrictions, and should observe the following rules with regard to language:
- I. all documents related to the **Auction** must be presented in Portuguese and all documentation will be understood and interpreted according to the said language; and
 - II. in the case of documents in a foreign language, only their translations into Portuguese will be considered when performed by a sworn public translator and with the confirmation of authenticity issued by the diplomatic or consular representation of Brazil in the country of origin of the document.
- 6.11.1** The delivery of the **Auction** documents will not be accepted by mail or any other means not provided for in this item 6.
- 6.12** **Proponents** will bear all costs related to the preparation and presentation of the **Proposals Guarantees, Written Economic Proposals and Assessment Documents** volumes, and ANTT will not be liable in any case for such costs, whatever the procedures used during the **Auction** or its results.
- 7 Proposal Guarantee**
- 7.1** The **Proposal Guarantee** shall be made in the minimum amount of seventy-three million and five hundred thousand reais (R\$ 73,500,000.00) and may be provided in cash, public debt securities, surety bond or bank bond.
- 7.2** The Proposal Guarantee must be valid for at least one (1) year from the date of receipt of the envelopes and shall have extended its validity period by one (1) year, at least fifteen (15) days before its expiration, at the Proponents expense, if it expires before the date of signature of the Contract, otherwise it will be disqualified in this Auction, if so requested by the Grant Commission and manifested the Proponent's interest in remaining in the tender process.

- 7.2.1 In case of renewal, the **Proposal Guarantee** will be adjusted by the **IPCA** variation, published by the **IBGE**, for the period between the **Receipt Date of the Envelopes** and the month immediately preceding the renewal of the **Proposal Guarantee**.
- 7.2.2 The maintenance of the **Proponent** eligibility conditions is conditioned to the regular renewal of the respective **Proposal Guarantee**, under the terms set forth in the subitem 7.2 above.
- 7.3 **B3 S.A.** will assist the Grant Commission in the analysis of compliance and effectiveness of the **Proposal Guarantees** presented in accordance with the **Auction Procedures Manual**, which the result will be communicated in the date specified in this Notice.
- 7.4 **Proponents** should also observe the following conditions when offering the **Proposal Guarantee**:
- I. the **Proposals Guarantees** presented in the surety bond and bank bond modalities must present the minimum content or follow the model contained in **Annexes 2** and **3**, respectively, in their original form (copies of any kind will not be accepted, however admission is allowed of the digital certificate-insurance policies certified by **SUSEP**) and shall be expressed in reais, signed by the directors of the issuing company, and may be signed with digital certification if the policy issued in this way, and must observe the insurance companies registration as established in the **Auction Procedures Manual**;
 - II. in the event that the **Proposal Guarantee** is provided in public debt securities, only National Treasury Bills – LTN, Financial Treasury Bills - LFT, National Treasury Notes - C series - NTN-C, National Treasury Notes – Main Series B – Main NTN-B or National Treasury Notes – Series F – NTN-F will be accepted;
 - III. in the case of a cash deposit, the deposit must be made in a Caixa Econômica Federal agency, defined by the **Proponent**, in the form described in the **Auction Procedures Manual** and in the applicable legislation;
 - IV. the **Proposal Guarantee** must be accompanied by a presentation letter in accordance with the model in **Annex 16**, signed by the **Accredited Brokerage Firm**;
 - V. if the **Proponent** participates separately, the **Proposal Guarantee** shall be presented in its own name;
 - VI. if the **Proponent** is a **Consortium**, the **Proposal Guarantee** shall be submitted in the name of one or more consortium members and shall indicate, expressly, the name of the **Consortium** and all the consortium members with their respective percentage shares, regardless of whether the **Proposal Guarantee** has been provided by one or more consortium members. In this case, the contribution of the total amount due, divided between the consortium members, which may choose one of the guarantee modalities, without prejudice to the choice, by the other consortium members, of a different modality is still admissible;

- VII. **Proponent** shall submit the Remuneration Payment Operational Commitment Agreement according to the model in **Annex 17** duly signed by the **Accredited Brokerage Firm**, with a notarized signature;
 - VIII. **Proponent** shall submit the representation documents and the declaration referred to in item 9; and
 - IX. **Proponent** must present the independent preparation declaration of the **Written Economic Proposal**, according to the model in **Annex 18**, duly signed by the **Accredited Representative**, with a notarized signature.
- 7.5** In the event that the **Proposal Guarantee** is provided through public debt securities, the economic value, as defined by the Ministry of Finance and calculated by **B3 S.A.**, will be considered, for the purposes of calculating the minimum value, under the subitem 7.1 above.
- 7.6** The volume regarding the Proposal Guarantee shall contain, as the case may be:
- I. the documents representing the transfer of public securities as a guarantee for **ANTT**, in the form of the **Auction Procedures Manual** and the applicable legislation;
 - II. the instrument of bank bond;
 - III. the surety bond policy; or
 - IV. the proof of deposit in Reais in terms of subitem 7.4, item III.
- 7.7** **Proponents** who do not submit the Proposal Guarantees under the conditions established in this **Notice** and in the **Auction Procedures Manual** will be prevented from participating in the **Auction** and will have the other documents returned.
- 7.8** The **Proposal Guarantee** will be returned to the **Proponent**:
- I. The one that has been declared winner, within 15 (fifteen) days after the **Contract** signature date;
 - II. The one that has not been declared winner, within 15 (fifteen) days after **Contract** signature date;
 - III. The one from the **Proponent** which gave from participating in the competition one year after the opening of the tender process;
 - IV. in case of a lot that was not bought and disqualification of all Proponents;
 - V. in case of revocation, suspension or cancellation of the tender process, within 15 (fifteen) days after the publication of the corresponding administrative or judicial decision;
- 7.9** The **Proposal Guarantee** may be executed in the event of total or partial default by the Proponents, of the obligations assumed by them as a result of their participation in the **Auction**, upon notification by the **ANTT** to the **Proponents** in default, without prejudice to the other penalties provided for in the **Notice** or in the Legislation, including, but not limited to the following:

- I. The winning **Proponent** must present the **Assessment Documents** in disagreement with the **Notice** provisions, except as provided in the subitem 6.10;
- II. The winning **Proponent** must present the **Written Economic Proposal** that does not meet all the requirements established in the applicable legislation and in the **Notice**;
- III. failure by the **Successful Tenderer** to comply with the obligations prior to the **Contract** effectiveness;
- IV. If the **Successful Tenderer refuses** to enter into the **Contract**;
- V. If the **Proponent** practices acts intended to prevent the **Auction** objectives;
- VI. coverage of eventual fines, penalties and indemnities that may be payable by **Proponents** to **ANTT**, due to their participation in the **Auction**, from the submission date of the **Proposal Guarantee** until the period established in the subitem 7.8, without prejudice to the application of other penalties and residual liability for amount that extrapolate the **Proposal Guarantee**; and
- VII. withdrawal of the tender offer by the **Proponent** within one year of the tender process opening.

7.10 The **Proposal Guarantee** may not contain a clause excluding any liabilities taken by the policyholder regarding the participation in the **Auction**, subject to any exceptions provided for in the **SUSEP**'s normative acts, in the surety bond case.

7.11 Any modification in the terms and conditions of the **Proposal Guarantee** submitted to **ANTT** is prohibited, unless expressly and previously agreed upon by **ANTT** at the time of its renewal or for the devolution of its economic value and feasibility conditions.

7.12 The amount referred to in sub-item 7.1 will be updated by the IPCA, based on its variation between July 2016 and two months before the month scheduled in the schedule for the Receipt Date of the Envelopes.

8 Contributions

8.1 The **Written Economic Proposal** shall consider the **Contributions** and obligations referred to in this item.

8.2 Before signing the **Contract**, the **Successful Tenderer** shall furnish proof to **ANTT**:

- 8.2.1** the total subscription of the capital stock of the **SPE**, composed of:
 - (i) mandatory capital stock, in the minimum amount of three hundred and twenty one million reais (R\$ 321,000,000.00);
 - (ii) additional capital, calculated in accordance with subitems 8.4.2 and 8.4.3;
- 8.2.2** the payment in national currency of:
 - (i) mandatory capital stock, in the minimum amount of R\$ 233,000,000.00 (two hundred thirty three million reais); and
 - (ii) additional capital, calculated in accordance with subitem 8.4.2.

- 8.3** The remainder of the mandatory capital stock of at least R\$ 88,000,000.00 (eighty-eight million reais) and the second installment of additional capital stock, in accordance with subitem 8.4.3, shall be paid up to the end of the first **Concession** year.
- 8.4** The additional capital stock will be calculated based on the discount rate presented in relation to the **Basic Toll Rate**.
- 8.4.1** The **Concessionaire** shall be obligated to pay additional capital stock only if the discount is higher than 10% (ten percent) of the **Basic Toll Rate**.
- 8.4.2** The additional capital stock to be paid by the **Concessionaire** prior to the **Contract** effectiveness will be calculated according to the following method:
- (i) One additional contribution of one million and eight hundred thousand reais (R\$ 1,800,000.00) for each percentage discount point described above 10% (ten percent) of the **Basic Toll Rate**.
 - (ii) In the case of non-integer discount amounts, the amount of the additional contribution will be calculated proportionally, respecting what is established in subsection (i) of subitem 8.4.2.
- 8.4.3** The additional capital stock to be paid by the **Concessionaire** until the end of the first **Concession** year will be calculated according to the following method:
- (i) One additional contribution of twenty-three million reais (R\$ 23,000,000.00) for each percentage discount point described above 10% (ten percent) of the **Basic Toll Rate**.
 - (ii) In the case of non-integer discount amounts, the amount of the additional contribution will be calculated proportionally, respecting what is established in subsection (i) of subitem 8.4.3.
- 8.5** All amounts referred to in item 8 will be restated by the **IPCA**, based on its variation between July 2016 and two months before the month of effective payment.

9 Proponents Representatives and Statements

9.1 Accredited Representatives

- 9.1.1** Each **Proponent** may have up to two (2) **Accredited Representatives**.
- 9.1.2** The **Proposal Guarantee** volume must contain the following documents to prove the representation power of the **Accredited Representatives**:
- I. in the case of Brazilian companies, a power of attorney that proves the power to perform, on behalf of the **Proponent**, all acts related to the **Auction**, following the model in **Annex 12**, with a notarized signature and accompanied by documents proving the grantor(s) power (as last amended on the company registry or competent notary office);
 - II. If it is a **Consortium**, the aforementioned power of attorney shall be granted by the leading company with a notarized signature and shall be accompanied by (i) indication of the lead company as responsible

for the acts practiced by the **Consortium** before **ANTT**, (ii) powers of attorney granted by (iii) documents proving the powers of all the parties (as per the latest changes filed in the relevant business records or in the competent notary offices), and (iv) Commitment to the **SPE** constitution, subscribed by the consortium members, in accordance with **Annex 5**; and,

- III. If it is a foreign company, a power of attorney granted to the legal representative residing and domiciled in Brazil, proving the power to perform, on behalf of the **Proponent**, all acts related to the **Auction** and with express powers to receive service and represent the **Proponent** in an administrative and judicial manner, as well as to make agreements and waive rights and, as the case may be, to establish the appropriate powers for the **Accredited Representative(s)**, following the model in **Annex 13**, accompanied by documents proving the powers of the with the signature(s) duly recognized as true by a notary or other entity in accordance with the legislation applicable to the documents, which must be recognized by the Brazilian consulate authority of the country of origin, duly translated to Portuguese by public sworn translator and registered in the Notary Public Office of Deeds and Documents Registration (as last amended on the business records and competent notary office or equivalent requirement of the country of origin).

9.1.3 The **Accredited Representatives** will not be allowed to intervene or perform acts during the **Public Auction Session**, since such representation will be exercised exclusively by **Accredited Brokerage Firms**.

9.1.4 The **Accredited Representatives** shall sign all the statements and documents referred to in this **Notice**, including the brokerage agreement between the **Accredited Brokerage Firm** and the **Proponent**.

9.1.5 Each **Accredited Representative** may only represent one **Proponent**.

9.2 Accredited Brokerage Firms

9.2.1 The brokerage agreement between the **Accredited Brokerage Firm** and the **Proponent**, which shall have the minimum content specified in **Annex 14**, shall have a copy presented together with the documents referred to in the subitem 9.1.2, accompanied by the corporate act and/or power of attorney proving the powers of the persons who signed such contract.

9.2.2 The **Accredited Brokerage Firms** shall represent the Proponents to the **B3 S.A.**, in the delivery of all the documents required in this **Notice** – especially the **Proposal Guarantee, Written Economic Proposal** and **Assessment Documents** volumes and in the acts of the **Public Auction Session**.

9.2.3 Each **Accredited Brokerage Firm** may only represent a single **Proponent** and each **Proponent** may only be represented and participate in the **Auction** through a single **Accredited Brokerage Firm**.

10 Written Economic Proposals

- 10.1** The **Written Economic Proposal** volume shall contain the Presentation Letter of the Written Economic Proposal, duly signed, according to the model in **Annex 4** and the documents indicated in this item 10.
- 10.2** In its **Written Economic Proposal**, the **Proponent** must submit a **Basic Toll Rate** amount that cannot exceed R\$ 7.24 (seven reais and twenty four centavos), referenced to July 2018.
- 10.3** **Written Economic Proposal** shall consider the following assumptions:
- I. all investments, taxes, costs and expenses, including but not limited to financial expenses, required for the **Concession** operation, as provided in the **Contract**, **PER** (Highway Exploration Program) and other **Annexes** to the **Notice** and **Agreement**, disregarding any tax benefit, except for what is provided for in item VII below;
 - II. the incidence of the 5% (five percent) rate on the annual toll revenue and on the extraordinary annual income, related to the Tax on Services of any kind - ISSQN for all municipalities;
 - III. the risks to be borne by the **Concessionaire** in virtue of the **Concession** operation, described in the **Notice** and in the **Draft Contract**, as well as in the applicable legislation;
 - IV. the revenues derived from the **Toll Rate** receipt;
 - V. the **Concession Term** shall be thirty (30) years;
 - VI. all investments planned are fully depreciated and amortized over the **Concession** term;
 - VII. the value of the investments foreseen in the **PER** (Highway Exploration Program) will be subject to a discount derived from the fiscal benefits of REIDI - Special Regime of Incentives for the Infrastructure Development, according to the pertinent legislation, from the moment of the initial qualification within the regime until the end of the **Concession Term**;
 - VIII. the discount rate presented in relation to the **Basic Toll Rate** shall be used for the calculation of the additional capital stock to be paid by the **Concessionaire**, pursuant to the item 8.
- 10.4** Along with the **Written Economic Proposal**, the following documents must be submitted:
- I. a letter from an **institution or financial entity** that advised the **Proponent** in the project's financial setup, stating that it analyzed the business plan presented to it by the **Proponent** and attests its feasibility and enforceability, with the minimum content of **Annex 19** to this **Notice**, and also presenting a **Confidentiality Agreement** executed between the **Proponent** and the financial institution or entity, respecting the minimum content of **Annex 21** to this **Notice**; and
 - II. a letter from an independent accounting firm registered with the CVM – Securities and Exchange Commission of Brazil, stating that it has analyzed the Business Plan presented by the Proponent and certifies its adequacy,



under the accounting and tax aspects, with the minimum content of the Annex 20 to this Notice, also presenting a Confidentiality Agreement entered into between the Proponent and the independent accounting firm respecting the minimum content in the Annex 21 to this Notice.

- 10.5** The institution or financial entity referred to in the subitem 10.4, item I, may be Brazilian or foreign, provided that it is authorized to operate by the **Central Bank of Brazil** or similar foreign body, and shall hold shareholders' equity of at least R\$ 540,000,000, 00 (five hundred and forty million reais), as evidenced by the presentation of the latest available financial statements.
- 10.5.1** For the purpose of reaching the amount described in the subitem above, the shareholders' equity of the institution or financial entity in Brazil and in other countries shall be considered.
- 10.5.2** When shareholders' equity is in foreign currency, it will be converted into R\$ (Brazilian reais) at the exchange rate in effect on the statement date issued by the financial institution.
- 10.5.3** The financial institution may not be a **Proponent**, nor may it be a **Related Party** or an entity under common control of the **Proponent**, nor may it be subject to settlement, intervention or Special Temporary Management Regime - RAET or equivalent regime.
- 10.6** The Business Plan presented to the financial institution may not be included in the **Written Economic Proposal** made by the **Proponent** nor in the other volumes mentioned in the subitem 6.1, under penalty of declassification of the **Proponent** and charge of a fine equivalent to the amount of the **Proposal Guarantee**, with its consequent execution.
- 10.7** The **Written Economic Proposal** shall be valid for one (1) year, counted from the **Date for Receipt of the Envelopes**, and within this period, all its conditions shall be maintained. The **Granting Commission**, at its discretion, may request from the **Proponents** to extend the validity of the **Written Economic Proposal** if the tender lasts for more than one year.
- 10.8** **Written Economic Proposals** will be unconditional, irreversible, and irrevocable.
- 11** **Assessment Documents**
- 11.1** The **Assessment Documents** volume shall contain the documents indicated in **Annex 5**.
- 12** **Granting Commission**
- 12.1** The **Auction** will be assessed by the **Granting Commission**, which is responsible for conducting the work required for the **Auction**.
- 12.1.1** **Granting Commission** may request assistance from **AGU**, **MTPA**, the Ministry of Planning, Development and Management, **BNDES**, **EPL** and **B3 S.A.**, as well as other **ANTT** members who are not members of the **Granting Commission**.

12.2 In addition to the prerogatives implicitly arising from its legal function, the **Granting Commission** may:

- I. request the **Proponents**, at any time, to clarify the documents submitted by them;
- II. adopt criteria for reorganization of formal failures and complementation of shortcomings during course of the **Auction**;
- III. promote a due diligence to clarify or complement the **Auction** instructions, including before the financial institution referred to in the subitem 10.5, the inclusion of a document or information that should originally appear in the documents submitted by the **Proponent**, considering what is described in the subitem 10.7;
- IV. extend the deadlines referred to in the **Notice**, in case of public interest, fortuitous event or force majeure; and
- V. in the event of a change that unequivocally affects the preparation of **Written Economic Proposals**, change (i) the date set for delivery of the **Proposal Guarantee, Written Economic Proposal** and **Assessment Documents**; and (ii) the expected date for the opening of the envelopes and the evaluation of the proposals, extending or reopening the period initially established.

12.3 Any change in the **Notice** will be published in the **DOU** and in other means used to make the documentation available.

12.4 The refusal to provide clarifications and documents and to comply with the requirements requested by the **Granting Commission**, within the deadlines determined by it and in accordance with this **Notice** terms, may lead to the disqualification/disability of the **Proponent**, without prejudice to subitem 7.9.

13 Receipt of Envelopes and Public Auction Session

13.1 The receipt of envelopes and Auction Public Session will follow the order of events and schedule indicated in the table below:

Events	Event Description	Dates
1	Notice Publication	07/03/2018
2	Publication of the Auction Procedures Manual	07/16/2018
3	Notice Publication in English	07/31/2018
4	Deadline for requesting the Notice clarification	From 07/03/2018 Until 6:00 p.m. 08/17/2018
5	Response to the clarifications	09/21/2018
6	Final deadline for challenging the Notice	10/25/2018
7	Receipt, by B3 S.A. and by the Granting Commission , of all the volumes copies related to: (i) Proposal Guarantee ; (ii) Written Economic Proposal ; and (iii) Assessment Documents .	Date for Receipt of Envelopes 10/30/2018 9 a.m. to 12 a.m.
8	Publication, on the website www.antt.gov.br , of the rejected Proposal Guarantees and the reason why they were rejected.	10/31/2018 From 5:00 p.m.

Events	Event Description	Dates
9	Public Auction Session to be held at B3 S.A. Opening of Written Economic Proposals made by Proponents whose Proposal Guarantees have been accepted.	Public Auction Session 11/01/2018 At 10:00 a.m.
10	Publication on the website www.antt.gov.br of the classification order of the Written Economic Proposals .	From 5 p.m.
11	Opening of the Assessment Documents only from the first qualified Proponent .	11/05/2018
12	Publication of the Minutes of the Auction Judgment, as of this date the deadline for examination and lodging of possible appeals about the Granting Commission's decision.	11/05/2018
13	Final deadline for examinations and appeals on the Auction Judgment.	11/22/2018
14	Opening of the deadline for motions to deny appeals.	11/23/2018
15	Final deadline for motions to deny appeals.	11/30/2018
16	Publication of the appeals decisions.	12/04/2018
17	Approval of the Auction Result by the ANTT's Board of Directors.	12/05/2018
18	Proof of service, by the winning Proponent , of the conditions precedent to the signature of the Concession Agreement , as indicated in the subitem 16.3.	Between 12/06/2018 and 01/04/2019
19	Publication of the Granting Act .	01/09/2019
120	Signing of the Concession Agreement .	01/09/2019

13.2 Classified Proponents will be those whose **Written Economic Proposals** meet all the requirements established both in the applicable legislation and **Notice**.

13.2.1 In case it is verified, prior to the envelopes opening with the **Written Economic Proposal**, that the **Proposal Guarantee** does not meet the minimum amounts required in the **Notice**, the **Proponent** will be disqualified and its proposal will be discarded by the **Granting Commission**.

13.2.2 If the hypothesis foreseen in the item above occurs, the disclosure of the discarded proposals will be carried out in the same manner and term for the disclosure of the Rejected **Proposal Guarantees**, without prejudice to the application of the penalties set forth in this **Notice**.

13.3 Once the **Written Economic Proposals** are open, the classification will occur in increasing order by price, being, therefore, the first place the **Written Economic Proposal** with lower **Basic Toll Rate** price.

13.3.1 The **Granting Committee** shall not elect the **Proponent** whose **Written Economic Proposal** does not meet all the requirements established in the applicable legislation and in the **Notice**, and also that which implies an offer subject to a condition or term not provided for in this **Notice**.

13.4 The **Proponent** who has its **Written Economic Proposal** classified as first, if approved, will be declared the winner.

13.4.1 In case of a tie between **Written Economic Proposals** of Brazilian and foreign Proponents, Brazilians competitors will have preference.

- 13.4.2 In the event that the Brazilian **Proponents** make a **Written Economic Proposal** of equal price that are to be classified first, the classification will be made by draw of lots, being the first **Proponent** drawn the best classified.
- 13.4.3 In the case of foreign proponents making **Written Economic Proposals** of the same price that will be classified first, the classification will be made by draw of lots, with the first proponent being the best ranked.

14 Analysis of the Assessment Documents

- 14.1 The **Granting Commission** will only open the Assessment Documents volumes of the **Proponent** who rank first in the **Public Auction Session**.
- 14.2 If the declared winner **Proponent** is incapable of being granted the concession, the **Classified Winner** will be declared the **Auction** winner that submitted the second **Written Economic Proposal** with the lower price.
- 14.3 Disqualification of the successful **Proponent** will entail:
- 14.3.1 in the moment of opening the **Assessment Documents** of the **Proponent** who submitted the second **Written Economic Proposal** with the lower price, under the terms of the subitem 14.2, and so on, until a **Proponent** complies with the eligibility requirements, in which case it will be considered winner;
- 14.3.2 in the event of fraud, in the setting of a fine equivalent to the value of the **Proposal Guarantee** and in the full execution of its **Proposal Guarantee**.
- 14.4 Disqualification of all **Proponents** renders the **Auction** void.

15 Administrative Appeals

- 15.1 **Proponents** participating in the **Auction** may appeal the decision on the classification of the **Written Economic Proposal** and the Analysis of the **Assessment Documents** of the winning **Proponent**.
- 15.1.1 The appeal must be filed within 5 (five) business days from the decision publication, as determined in the sub-item 13.1 above.
- 15.1.2 The appeal will be sent to the other **Proponents**, who may challenge it within 5 (five) business days.
- 15.1.3 Appeals and motions to deny appeals must be addressed to **ANTT** Board of Directors, through the Chairman of the **Granting Commission**, who may reconsider its decision within five (5) business days or refer them to the competent authority.
- 15.2 The funds will only be admitted when signed by the legal representative(s), **Accredited Representatives**, attorney-in-fact with specific rights or any substitute in such specific powers, provided that they are instructed with demonstration of powers, and must be registered at **ANTT** headquarters, identified as follows:

ADMINISTRATIVE APPEAL

- 15.3** Once the judgment of possible appeals has been concluded, the result will be published on the **ANTT** website and published in the **DOU**.

16 Approval, Award and Contract Signing

- 16.1** The **Auction** result will be submitted by the **Granting Commission** to **ANTT's** Board of Directors for approval and subsequent issuance of the Granting Act.

- 16.2** The announcement of the winning **Proponent** will be made through a notice to be published in the **DOU** and on the **ANTT** website, [www.antt.gov.br].

- 16.3** Within twenty (20) business days after the publication of the approval act, but in any event, before signing the Contract, the **Successful Tenderer** shall submit to ANTT:

- I. **Contract Performance Bond**, pursuant to Clause 11 of the **Draft Contract**;
- II. proof of SPE incorporation, with the corresponding certificate of the competent corporate registry, as well as the respective proof of registration before the National Register of Legal Entities (CNPJ) or, in the case of an individual Proponent, proof of constitution of a wholly owned subsidiary or holding company in the form of a joint stock company;
- III. proof of full subscription of the SPE's capital stock and payment of the mandatory capital stock and additional capital stock, pursuant to the item 8.
- IV. insurance policies, pursuant to Clause 37 of the **Draft Contract**;
- V. confirmation of payment of compensation to **B3 S.A.**, corresponding to R\$ 719.445,71 (seven hundred and nineteen thousand, four hundred and forty-five reais and seventy-one centavos), by the **Successful Tenderer**;
- VI. payment voucher of R\$ 7,619,196.07 (even million, six hundred and nineteen thousand, one hundred and ninety-six reais and seven centavos), to be restated by IRT prior the actual payment to the company in charge of carrying out the studies used to develop the Concession to which this **Notice** refers, as authorized by article 21 of Law No. 8.987 of February 13, 1995.
- VII. description of the shareholding structure and management considered for the **SPE**, containing:
 - a) description of the types of shares;
 - b) identification of the shareholders and their respective shareholdings by type of share;
 - c) indication of the Concessionaire's ownership composition, as applicable, and of its Controlling Companies, as defined in the Draft Contract, up to the level of individuals;

- d) copy of the **SPE** shareholders' agreements, when applicable;
 - e) identification of key managers, including their respective curricula;
 - f) commitment to corporate governance principles in the **SPE's** management;
 - g) identification of the Related Parties, as defined in the Draft Contract, except for investment funds;
- VIII. ratification of the relationship between the **Qualified Professional(s)** and the **Proponent**, pursuant to item 13 of **Annex 5**; and
- IX. Integrity agreement duly signed, in accordance with **Annex 23**.
- 16.3.1** For bidders constituted in the form of investment funds, provisions of the subitem 16.3 (VII) should consider the existence of majority shareholders or of agency and its members with power of influence to modify the statute of the found, holders of the analogous powers referred to at the Federal Law no. 6.404/76 for the purpose of identification of the controller.
- 16.4** Within 20 (twenty) business days after the publication of the approval act, the Successful Tenderer shall submit to ANTT the Operational Transition Plan, as set forth in **Annex 24**.
- 16.5** At its own risk, the **Successful Tenderer**, even before signing the **Contract**, **ANTT** may authorize access to the **Road System** as well as provide information concerning the **Road System** to begin the preparation of its planning.
- 16.6** Once the requirements in subitems 16.3 (items III and VII) have been fulfilled, the **SPE** will be called by **ANTT** to sign the **Contract**.
- 16.6.1** After the signing of the contract, **SPE** may carry out the necessary interventions to attend the Performance Parameters provided in the **PER** and the obligations relative to the beginning of the collection of the toll rate and the operation.
- 16.7** The deadline provided for in the subitem 16.3 above and the deadline for **Contract** signature may be extended for an equal period if requested during its course by the winning **Proponent** and provided that it follows from a justified reason accepted by **ANTT**.
- 16.7.1** If the **SPE**, or any of its shareholders, duly summoned to sign the Contract, within the term of validity of its **Written Economic Proposal**, refuse to do so, **ANTT** will apply a fine corresponding to the full amount of the **Proposal Guarantee**, in order to compensate for the damages caused and shall immediately execute the total amount of the **Proposal Guarantee** presented by the winning **Proponent**, but the **SPE** or any of its shareholders shall not be exempt from the obligation to pay (i) other fines and (ii) indemnification for losses and damages of the Public Administration, if the **Proposal Guarantee** amount is not sufficient to fulfill such payments. The same fine will apply if the requirements prior to the **Contract** signing are not fulfilled.

- 16.7.2 In addition to the provisions of the previous subitem, the refusal to sign the **Contract**, without justification accepted by **ANTT**, within the established period, will entail the temporary suspension of participation in the tender process for the individual **Successful Tenderer**, or, if it is a **Consortium**, the impediment of contracting with the Public Administration for a period of 24 (twenty four) months and the inability statement to bid or contract with the Public Administration, in the form of the Law.
- 16.8 If the Proponent refuses to sign the **Contract** within the term and under the conditions established, refusing to constitute the **Contract Performance Bond** or if there is a failure in complying with the preliminary requirements for signing the contract, **ANTT** may summon the remaining **Proponents** in the order of classification, to do so under the conditions that were proposed by the **Proponents**, following the provisions in the subitems 14.2 and 14.3 or to revoke the **Auction** in whole or partially, without prejudice to the applicable administrative and civil penalties.
- 16.9 Without prejudice to the provisions of the subitem 16.8 above, the **Auction** may only be revoked by **ANTT** Board of Directors, upon a proposal from the **Granting Commission**, for reasons of public interest arising from a supervening fact duly substantiated, relevant and sufficient to justify such revocation.
- 16.10 The Board of Directors of **ANTT**, ex officio or by provocation of third parties, must cancel the **Auction** if any illegality that cannot be remedied is observed.
- 16.11 The nullity of the **Auction** implies the nullity of the **Contract**, not generating an obligation to indemnify the **Granting Authority**.
- 16.12 **ANTT** may, at any time, postpone the Auction stages, under the terms of the applicable legislation, without the **Proponents** being entitled to compensation or reimbursement of costs and expenses for any reason.
- 16.13 In the event that **ANTT** becomes aware, after the Assessment phase, that any **Assessment Document** presented by a Proponent was false or invalid at the moment of presentation of the **Assessment Documents**, it may disqualify it, without it being entitled to indemnification or reimbursement of expenses in any way, without prejudice to indemnification to the **Granting Authority** and the application of applicable penalties.
- 16.14 The **Proponent** undertakes to notify to **ANTT**, at any time, any supervening fact or circumstance that is impeding the conditions of qualification, immediately after its occurrence.
- 16.15 Without any additional communication, all copies of the volumes of the **Proposal Guarantees** and **Assessment Documents** that are not withdrawn by the non-winning **Proponents** will be canceled within 30 (thirty) days from the date of signature of the **Contract**.
- 16.16 **Concessionaire** shall always be bound by the Contract provisions, the **Notice**, the documentation submitted by it and the respective contractual documents, as well as Brazilian legislation and regulations, in all matters related to the **Concession**.



17 Jurisdiction

17.1 The Court of the Judicial Branch of the Federal District is hereby elected to settle any disputes arising from this **Notice**.

Part VI – Annexes

The following **Annexes** are an integral part of the **Notice**:

- **Annex 1:** Clarification Request Template
- **Annex 2:** Surety Bond Minimum Terms and Conditions
- **Annex 3:** Bank Guarantee Model
- **Annex 4:** Sample Letter of **Written Economic Proposal** Presentation
- **Annex 5:** Assessment Documents
- **Annex 6:** Sample Letter of Presentation of General Documentation.
- **Annex 7:** Model of Compliance Statement Letter to Article 7, XXXIII, of the Brazilian Federal Constitution
- **Annex 8:** Model of Declaration Letter of Bankruptcy Non-Existence, Concordat, Judicial Recovery, Out-of-Court or Insolvency Regime
- **Annex 9:** Template of Statement Letter of Absence of Hindrance for Participation in the **Auction**
- **Annex 10:** Statement Letter of Financial Capacity
- **Annex 11:** Template of Formal Statement of Express Submission to the Brazilian Legislation and of Waiver of any Claims through Diplomatic Channels
- **Annex 12:** Model of power of attorney
- **Annex 13:** Model of power of attorney (Foreign **Proponent**)
- **Annex 14:** Minimum content of the brokerage agreement between the **Proponent** and its respective **Accredited Brokerage Firm**.
- **Annex 15:** **Auction** Procedures Manual
- **Annex 16:** **Proposal Guarantee** Presentation
- **Annex 17:** Formal Operational Commitment of Remuneration Payment
- **Annex 18:** Model of statement of independent preparation of the **Written Economic Proposal**
- **Annex 19:** Statement Letter of Analysis of the **Written Economic Proposal** and Feasibility by a **Financial Institution**
- **Annex 20:** Statement Letter of Analysis of the **Written Economic Proposal** and Adequacy by an **Independent Accounting Firm**
- **Annex 21:** **Confidentiality Agreement** between the **Proponent** and the **Institution or financial entity or Independent accounting firm** (minimum content)
- **Annex 22:** Template of Foreign **Proponent** Statement Letter
- **Annex 23:** Integrity Agreement
- **Annex 24:** **Operational Transition Plan**
- **Part VII – Draft Contract**

Annex 1 Clarification Request Template

[location], from [●] to [●] to [●]

To

National Land Transportation Agency (“**ANTT**”)

SCES Trecho 3, Lote 10

Polo 8 do Projeto Orla

70.200-003 Brasília – DF

Ref.: Concession Notice no. 01/2018 – Clarifications Request

Dear Sirs,

[**Proponent**], by its undersigned legal representative(s), hereby submits the following request for clarification regarding the **Notice**.

Number of the formulated question	Notice Item	Clarification requested	Number of the question assigned by ANTT and which will be included in the clarification minutes
1	Insert the Notice item to which the requested clarification refers	Write clearly the request for clarification desired in the form of a question	Leave a blank space
2	Insert the Notice item to which the requested clarification refers	Write clearly the request for clarification desired in the form of a question	Leave a blank space
3	Insert the Notice item to which the requested clarification refers	Write clearly the request for clarification desired in the form of a question	Leave a blank space
N	Insert the Notice item to which the requested clarification refers	Write clearly the request for clarification desired in the form of a question	Leave a blank space

Regards,

[**Proponent**]

representative(s)

Responsible to be contacted: [●]

Telephone: [●]

E-mail: [●]

Annex 2

Surety Bond Minimum Terms and Conditions

1 Policyholder

1.1 Proponent.

2 Insured

2.1 ANTT.

3 Object of Insurance

3.1 Guarantee the indemnification, in the amount of R\$ 73,500,000.00 (seventy three million and five hundred thousand reais), if the **Proponent** fails to fulfill any of its obligations under the Law or the **Notice**, including the refusal to sign the **Concession**, failure to meet the requirements for its signature, under the conditions and within the period established in this **Notice**, and in any of the events set forth in sub-item 7.9 of the **Notice**.

4 Instrument

4.1 Surety Bonds issued by an insurer duly constituted and authorized to operate by **SUSEP**, observing the terms of the normative acts of **SUSEP**.

5 Warranty Amount

5.1 The Surety Bond shall provide for the indemnity amount of R\$ 73,500,000.00 (seventy three million and five hundred thousand reais).

6 Deadline

6.1 The Surety Bond shall have a minimum term of validity of one (1) year from the **Date for Receipt of the Envelopes**, renewable in the cases provided for in the **Concession Notice No. 01/2018**

7 Additional Provisions

7.1 The Surety Bond shall contain the following additional provisions:

- (i) statement from the Insurer that it knows and accepts the terms and conditions of the Concession Notice No. 01/2018; and
- (ii) statement from the Insurer that it will pay the amounts set forth herein within a maximum of thirty (30) days, counted from the date of delivery of all documents related by the Insurer as necessary for the definition and regulation of the claim;

7.2 After confirmation of the non-fulfillment by the Policyholder of the obligations covered by the Surety Bond, the Insured shall be entitled to demand from the Insurer the indemnity due, when the notification made to the Policyholder proves unsatisfactory.

8 Terms that have not been expressly defined in this **Annex** shall have the meanings attributed to them in the **Notice**.

Annex 3

Bank Guarantee Model

[place], from [●] to [●] to [●]

To

National Land Transportation Agency ("**ANTT**")

SCES Trecho 3, Lote 10

Polo 8 do Projeto Orla

70.200-003 Brasília – DF

Ref.: Letter of Bank Guarantee no. [●] ("**Letter of Guarantee**")

R\$ 73,500,000.00 (seventy three million and five hundred thousand reais),

- 1** By means of this **Letter of Guarantee**, the Bank [●], with registered office at [●], registered with the CNPJ/MF under no. [●] ("**Guarantor Bank**"), directly by you and by your eventual successors, undertakes **ANTT** as joint guarantor of [●], domiciled in [●], registered with the CNPJ/MF under no. [●] ("**Secured**"), with express waiver of the rights provided for in articles 827, 835, 837, 838 and 839 of Law no. 10.406 of January 10, 2002 (Brazilian Civil Code) and art. 595 of Law No. 5.869, of January 11, 1973 (Code of Civil Procedure), for the faithful fulfillment of all the obligations assumed by the **Secured** in the tender procedure described in the **Concession Notice** No. 01/2018, whose terms, provisions and conditions the Guarantor Bank expressly states to know and accept.
- 2** The **Guarantor Bank** is required to pay to **ANTT** the total amount of R\$ 73,500,000.00 (seventy three million and five hundred thousand reais) ("**Surety**") in the event that the **Proponent** fails to comply with any of its obligations under the Law or described in this **Notice**, including the refusal to sign the **Concession Contract**, failure to comply with the requirements for its signature, under the conditions and within the period established in the **Notice**, and in any of the events set forth in subitem 7.9 of the **Notice**.
- 3** **Guarantor Bank** is also liable, within the scope of the aforementioned amount, for the damages caused by the **Secured**, including, but not limited to, fines applied by **ANTT** related to the tender process, committing itself to make payments from these losses when (48) hours, counted from the receipt, by the Guarantor Bank, of the written notification sent by **ANTT**.
- 4** **Guarantor Bank** shall not claim any objection or opposition from the **Secured** or invoked by it in order to excuse itself from the fulfillment of the obligation assumed before **ANTT** under the terms of this **Letter of Guarantee**.
- 5** In the event that **ANTT** enters into court to demand compliance with the obligation referred to in this **Letter of Guarantee**, the **Guarantor Bank** is obligated to pay the arbitration, judicial or out-of-court expenses.
- 6** The **Surety** shall be valid for a period of one (1) year, counted from the **Date for Receipt of the Envelopes**, according to the conditions mentioned in item 7 of the **Concession Notice** No. 01/2018.
- 7** The **Guarantor (Bank)** states that:

- 7.1 the present **Letter of Guarantee** is properly accounted for, fully observing the Central Bank of Brazil regulations currently in force, in addition to complying with the provisions of the applicable Banking Law;
 - 7.2 the signatories of this instrument are authorized to provide the **Surety** in their name and in their responsibility; and
 - 7.3 its capital stock is the amount of R\$ [●] (●), being authorized by the Brazilian Central Bank to issue Letters of Guarantee, and that the amount of this Letter of Guarantee, in the amount of R\$ 73,500,000.00 (seventy-three million and five hundred thousand reais), is within the limits authorized by the Central Bank of Brazil.
- 8 The terms that have not been expressly defined in this Letter of Guarantee shall have the meanings attributed to them in the **Concession Notice** no.01/2018.

[Notarized signature of the legal representative(s)]

Witnesses:

_____	_____
-	-
Name:	Name:
RG (ID Card Number):	RG (ID Card Number):

Annex 4
Sample Letter of Written Economic Proposal Presentation

[place], from [●] to [●] to [●]

To
National Land Transportation Agency (“**ANTT**”)
SCES Trecho 3, Lote 10
Polo 8 do Projeto Orla
70.200-003 Brasília DF

Ref.: Concession Notice no. 01/2018 – Written Economic Proposal

Dear Sirs,

- 1 Due to the call of July 3, 2018 (publication date of the Notice Regarding the **Concession Notice** No. 01/2018 in the **DOU**), we present our **Written Economic Proposal** for the execution of the object of the **Auction** in question.
- 2 We propose, as a **Basic Toll Rate** to be paid by users of the **Road System**, to operate the **Concession**, which is object of this tender contest, as defined in **Notice** no. 01/2018, the amount of R\$ [●] (●) referenced to July, 2018
- 3 We expressly declare that:
 - 3.1 This **Written Economic Proposal** is valid for one (1) year, counted from the **Receipt Date of the Envelopes**, as specified in the **Concession Notice**;
 - 3.2 we agree, integrally and without any restriction, with the contracting conditions established in the **Notice** in question;
 - 3.3 we confirm that we are fully aware of the concession area and the conditions for carrying out the work;
 - 3.4 we hereby assume full responsibility for carrying out the work in accordance with the **PER** (Highway Exploration Program) provisions and other obligations of the **Concession Agreement**, **ANTT** regulations and other applicable legal provisions; and
 - 3.5 we fully comply with all the obligations and requirements contained in the **Notice** in question, and the assumptions set out in subitem 10.3 of the **Notice** are observed in full.

Regards,

[Proponent]

[Accredited representative(s)]

Annex 5 Assessment Documents

- 1 The **Assessment Documents** volume should start with a presentation letter, duly signed, according to the model in **Annex 6**.
 - 1.1 **Proponent** shall make available, along with the documents related to legal compliance and economic and financial eligibility, other corporate documents related to its constitutive acts and contracted obligations, as established in **Annex 15**.
- 2 Certificates that do not mention their expiration date will be accepted if they have been issued up to ninety (90) days prior to the **Receipt Date of the Envelopes**.
- 3 In the case of a legal entity, the **Proponent** must present the following documents for its legal classification:

Table I – Documents related to legal compliance	
Document	
A	Constitutive act and corporate bylaws/articles of association of the legal entity Proponent , as last amended on the corporate register or competent notary office. If the last amendment to the corporate bylaws/articles of association does not consolidate the provisions of the current corporate bylaws/articles of association, the previous amendments containing such provisions should also be presented.
B	Proof of election of the directors in office of the legal entity Proponent , duly filed in the corporate registry or competent notary office.
C	Up-to-date certificate of the Proponent legal entity issued by the corporate registry or competent notary office.
D	In the case of legal entity or foreign company authorized to operate in the Country, authorization of operation and act of registration or authorization for its operation, issued by the competent authority.
E	In the case of a legal entity or foreign company not established in the Country, the Proponent shall submit a statement in accordance with is presented in the model in Annex 22 .

- 4 In the case of an open or private supplementary pension entity, the **Proponent** shall submit, for its legal compliance, in addition to documents equivalent to the documentation set forth in Table I above, the following documents:

Table II - Additional documents related to the legal compliance of an open or private supplementary pension entity	
Document	
A	Proof of express and specific authorization regarding the constitution and functioning of the supplementary pension entity granted by the competent supervisory agency and a statement that the plans and benefits rendered by it are not under settlement or intervention of PREVIC.

- 5 In the case of a financial institution, the **Proponent** must submit, for its legal compliance, in addition to the documentation set forth in Table I above, the following document:

Table III - Additional document on legal compliance of the financial institution	
Document	
A	Proof that it is authorized to operate as a financial institution by the Central Bank of Brazil.

- 6 When the **Proponent** is an investment fund, the following documents shall be submitted for legal eligibility, instead of the presentation of the documents described in Table I:

Table IV - Documents related to the legal eligibility of the investment fund	
Document	
A	Constitutive act with the last amendment filed with the competent authority.
B	Proof of hiring manager, if any, as well as the election of the acting administrator.
C	Proof of registration of the investment fund at the Securities and Exchange Commission of Brazil.
D	Regulation of the investment fund (and its subsequent amendments, if any).
E	Proof of registration of the investment fund regulations before the competent Notary Public Office of Deeds and Documents Registration.
F	Proof that the investment fund is duly authorized to participate in the Auction and that its administrator may represent it in all acts and for all purposes of the Auction , assuming on behalf of the investment fund all obligations and rights that arise from the Auction .
G	Proof of the administrator's eligibility and, if there is one, of the manager of the investment fund, before the Securities and Exchange Commission of Brazil.
H	Negative certificate of bankruptcy for the fund's administrator and manager, issued by the notary office(s) of distribution of the headquarters of the same, with a date of up to 60 (sixty) calendar days prior to the Receipt Date of the Envelopes .

Individual proponent - Economic and financial qualification

- 7 The Proponent must present, in order to prove its economic-financial qualification, the following documents:

Table V - Documents related to economic and financial qualification	
Document	
A	Negative certificate of bankruptcy, self-bankruptcy and judicial recovery issued by the judicial distributor (civil courts) of the Municipality's county where the company is headquartered, with a date no more than 90 (ninety) days prior to the Receipt Date of the Envelopes . In the case of a non-corporate company or other form of legal entity, a negative certificate issued by the judicial distributor of the civil courts in general (execution proceeding) of the Municipality's county where the entity is domiciled, dated at most 90 (ninety) days prior to the Receipt Date of the Envelopes .
B	Balance sheet and related income statement, already required by law, duly approved by the general or shareholders' meeting, as the case may be, presented in accordance with the law, with the presentation of balance sheets or interim balance sheets. These documents should be presented in accordance with accounting practices adopted in Brazil.

Individual proponent - Tax and Labor Compliance

- 8** The **Proponent** must present, in order to prove its tax compliance, the following documents:

Table I – Documents related to labor and tax compliance	
Document	
A	Proof of registration in the National Registry of Legal Entity of the Ministry of Finance (CNPJ/MF).
B	Compliance Certificate before the FGTS (Government Severance Fund for Employees), which is within the validity period stated therein.
C	Proof of tax compliance before the National Treasury, through the presentation of the Certificate Negative of Debts Relating to Federal Taxes and the Government Active Debt.
D	Proof of tax compliance before the state and municipal treasury offices (this refers to the securities and real estate taxes) all of the domicile or headquarters of the Proponent , dated not more than 180 (one hundred and eighty) days prior to the Receipt Date of the Envelopes .
E	Negative Certificate of Labor Debts in accordance with Law No. 12.440, of July 7, 2011.
F	Proof of the absence of debts with ANTT , through the issuance of a clearance certificate of active debt or positive certificate with negative effect, issued by the competent internal authority.

- 9** If any certificate presented in accordance with the items in Table VI above is positive, or if the current situation of the debit(s) is not stated, proof of discharge and/or certificates must be presented indicating the updated status of the lawsuits and/or administrative procedures filled, dated no later than 90 (ninety) days prior to the **Receipt Date of the Envelopes**.
- 10** Proof of request for certificates will not be accepted.
- 11** In the case of the certificate described in item F of Table VI above, it must be requested from the General Coordination of Collection and Recovery of Credits of the Federal Attorney's Office with ANTT, through the electronic mail (xxx@antt.gov.br).

Individual proponent - Technical qualification

- 12** The **Proponent** must present, in order to prove its technical qualification, the following documents:

Table VII - Documents related to the technical qualification	
Document	
A	Indication of the name(s) of the Qualified Professional(s), observing the provisions of item 13 below, and proof of their registration(s) or subscription(s) with competent professional authority(ies).
B	<p>Regarding the set of Qualified Professional(s) named by the Proponent, technical responsibility certificate(s) issued by public or private entities, duly certified by the council(s) that regulates the exercise of their respective profession(s), execution, coordination, management or supervision of:</p> <p>(i) construction and/or restoration of asphalt concrete floors; (ii) capacity expansion works or double track highway deployment; and (iii) administration, management and operation of highways.</p> <p>Certificates will only be accepted if the Qualified Professional(s) have a relationship with the Proponent on the Receipt Date of the Envelopes, pursuant to item 13 below.</p>
C	The Qualified Professional(s) with employment relationship with the parent and/or subsidiary company of a foreign company, who does not need to have a register with or enroll in a Brazilian professional entity(ies) but from the other country, and the certificate(s) of technical responsibility to be presented may be issued by public or private entities from the other country.

- 13** **Qualified Professionals** must have a relationship with the **Proponent** on the **Receipt Date of the Envelopes**.

13.1 **Qualified Professional** may have a relationship with the **Proponent**:

- 13.1.1 by employment relationship or as an administrator;
- 13.1.2 by technical assistance contract, directly or through a company of which he is an employee or administrator; or
- 13.1.3 by a letter or contract of intent signed between the **Proponent** and the **Qualified Professional** stating that, if the **Proponent** succeeds in the **Auction**, the **Qualified Professional** shall assume an obligation to participate in the **Concession** by one of the ways indicated in items 13.1.1 and 13.1.2 above.

- 13.2** If they choose to prove the employment relationship, the **Proponents** must present the Employees Registry Card (FRF) and the Employment Record Card (CTPS), duly updated.

- 13.3** In order to prove the investiture in management position, the **Proponents** must present proof of election of the acting administrators duly filed in the competent corporate registry or notary office.

- 13.4** In order to prove the existence of the technical assistance agreement, the **Proponent** shall present a technical assistance commitment document, with a notarized signature, whereby the **Qualified Professional** shall undertake to provide the **Proponent** with the technical assistance required to perform the **Contract**.
- 13.5** The **Qualified Professional** is not prohibited from having relationships with more than one **Proponent**.
- 13.6** The **Qualified Professional** relationship may be with the parent and/or subsidiary company of the **Proponent**, whether Brazilian or foreign
- 14** The certificates referred to in document B of Table VII above may be presented in original or authenticated copy and shall contain the following information:
- 14.1** object;
 - 14.2** features of the activities and services provided;
 - 14.3** total cost of the project/development;
 - 14.4** start and end dates of the activities and services
 - 14.5** Location where the activities and services will be provided;
 - 14.6** Corporate name of the issuer;
 - 14.7** name and identification of the signatory; and
 - 14.8** when the certificate was issued on behalf of the **Consortium**, start and end dates of the company participation to which the **Qualified Professional** in the **Consortium** was linked and a description of the activities performed by the company in the **Consortium**.
- 15** The technical qualification referred to in item 12 may, in addition to the presentation of documents related to a qualified professional referred to in Table VII, be proven by presenting a certificate(s) of aptitude on behalf of the Bidder or one of the Bidders in the case of a Consortium, and shall attest to the previous experience in the activities described in items (i), (ii) and (iii) of Table VII.
- 15.1** The technical qualification documents of the company must be issued by public or private entities, on the declarant's letterhead, with identification of its legal representative and information for eventual contact by **ANTT**.

Individual proponent - Other documents

16 The **Proponent** shall also submit the following documents:

Table VIII - Other documents	
No.	Document
A	Commitment statement to comply with the provisions of article 7, item XXXIII, of the Federal Constitution, according to the model in Annex 7 .
B	Statement that the Proponent is not passing through the (i) bankruptcy, (ii) self-bankruptcy, (iii) judicial or out-of-court reorganization, (iv) judicial or out-of-court settlement, (v) insolvency, (vi) temporary special administration or (vii) intervention processes, according to the model in Annex 8 .
C	Statement that there is no impediment to participate in the Auction , according to the model in Annex 9 .
D	Statement of financial capacity included in Annex 10 to the Notice . The Proponent shall state that it has or is capable to obtain sufficient financial resources to meet the obligations to contribute its own funds and obtain third party funds necessary to achieve the Concession object, including the obligation to pay the mandatory capital stock and the SPE's capital stock, as defined and described in the Notice and in the Agreement referred to.
E	Draft of the SPE's articles of association which shall contain provisions that are not contrary to this Notice and to the Draft Contract and their respective Annexes .
F	Drafts of any agreements between the SPE's future shareholders.

16.1 All statements above must be submitted together with documents evidencing the powers of the signatories.

Foreign proponent

- 17** Foreign **Proponents** who do not operate in the Country, as far as possible, will meet the requirements to be fulfilled by the Brazilian **Proponents** through the presentation of equivalent documents, authenticated by the respective consulates and translated by sworn translator and, additionally, they will present the following documents:

Table IX - Additional documents related to the legal background of foreign Proponents	
No.	Document
A	Power of attorney granted to the legal representative in Brazil, with express powers to receive service and answer administrative and judicial for their acts, according to the model in Annex 13 .

Table X – Other documents related to the qualification of foreign Proponents	
No.	Document
A	Formal Statement of Express Submission to the Federative Republic of Brazil and of Waiver of any claims through Diplomatic Channels, according to the model in Annex 11 .

- 17.1** Foreign companies from States Signatory to the Convention Abolishing the Requirement of Legalization for Foreign Public Document, enacted in Brazil by Decree No. 8.660/16, may replace the need for authentication by the respective consulate, referred to in the aforementioned item 17, by the of the handbook referred to in the said Convention, when applicable.

17.1.1 The documentation and the respective apostille must be translated by a sworn translator and notarized signature by a notary public.

- 17.2** Foreign **Proponents** may, for the purposes of their election, present documents from their headquarters or respective subsidiaries that are equivalent to those requested for qualification of Brazilian legal entities and that comply with the legal requirements in the country of origin of the foreign **Proponent**.

- 17.3** In the absence of equivalent documents in their respective countries of origin able to meet the requirements set forth in this **Annex 5**, or documents for their respective Brazilian subsidiaries, foreign **Proponents** shall submit:

17.3.1 A declaration stating this circumstance; and

17.3.2 an alternative document that, although not equivalent, explains and meets, as far as possible, the objective of the document required in this **Annex 5**, in accordance with subitem 17.3.

- 17.4** It is the **ANTT** prerogative to analyze and decide on the validity of documents received from foreign **Proponents**.

- 18** The balance sheets and income statements presented shall be those already required by law and approved by management. These documents should be presented in accordance with accounting principles accepted in Brazil, such as the International Financial Reporting

Standards (IFRS), in order to make it possible to compare the information presented by all the **Proponents**.

- 19** Documents in a foreign language must be presented with the signature(s) duly recognized as true by a notary office or other entity in accordance with the law applicable to these documents, which must be recognized by a Brazilian consulate representative, if applicable, duly translated into Portuguese by a public sworn translator, and the proxies must be registered in the Notary Public Office of Deeds and Documents Registration.

Consortium as a proponent

- 20** The **Proponent** in the form of a **Consortium** shall submit all documents provided for in the previous items of this **Annex 5** for each of the consortium members, as the case may be, subject to the subitems 5.7 and 5.8 of the **Notice**.
- 21** In addition to the documents provided for in the above items, the **Consortia** shall submit the following documents:

Table XI - Additional documents related to the legal background of the consortium	
No.	Document
A	Commitment Agreement of Incorporation of a Specific Purpose Company, containing, at least: <ul style="list-style-type: none"> • name of the Consortium; • qualification of the consortium members; • composition of the Consortium, respective participation of the members and future commitment regarding the participation of each member in the SPE; • objective of the Consortium; • indication of the leading company that will be responsible for the understandings involving the Consortium with the Granting Authority, up to the date of signature of the Contract; and • obligation to respond jointly, under the terms of the Law, in all matters concerning the Auction, until the Contract signature.

Annex 6
Sample Letter of Presentation of General Documentation.

[place], from [●] to [●] to [●]

To

National Land Transportation Agency (“**ANTT**”)

SCES Trecho 3, Lote 10

Polo 8 do Projeto Orla

70.200-003 Brasília DF

Ref.: Concession Notice no. 01/2018 – Presentation of General Documentation

Dear Sirs,

- 1** [Proponent] (“**Proponent**”), by its undersigned legal representative (s), presents the documents for its election in the tender contest in reference, in accordance with the subitem 6.1 of the **Notice** in question, organized according to the order established therein, reflected in the annex index.
- 2** **Proponent** expressly declares that it is fully aware of the aforementioned Notice terms and that it accepts them in full, in particular, with regard to the powers conferred on the **Granting Commission** to conduct special procedures to check the veracity of the documents presented and to seek any clarification necessary to elucidate the information contained therein.
- 3** **Proponent** expressly states that it has met all the requirements and criteria for eligibility and has submitted the **Assessment Documents**, as defined in the **Concession Notice** no. 01/2018 in a correct manner.
- 4** **Proponent** further declares that the **Assessment Documents** presented herein are complete, true and correct in every detail.

[Proponent]

[accredited representative(s)]

Annex 7
**Model of Compliance Statement Letter to Article 7, XXXIII, of the Brazilian
Federal Constitution**

[place], from [•] to [•] to [•]

To

National Land Transportation Agency (“**ANTT**”)

SCES Trecho 3, Lote 10

Polo 8 do Projeto Orla

70.200-003 Brasília DF

Ref.: Concession Notice no. 01/2018– Compliance Statement Letter to Article 7, XXXIII, of the
Brazilian Federal Constitution

Dear Sirs,

In compliance with the subitem 11.1 of the **Notice** in question, the **[Proponent]**, by its undersigned legal representative(s), declares, under the penalties of the applicable legislation, by itself, its successors and assignees, which is in regular standing before the Ministry of Labor, regarding compliance with the provisions of item XXXIII, article 7, of the Federal Constitution.

[Proponent]

[Accredited representative(s)]

Annex 8
Model of Declaration Letter of Bankruptcy Non-Existence, Concordat, Judicial Recovery, Out-of-Court or Insolvency Regime

[place], from [●] to [●] to [●]

To

National Land Transportation Agency (“**ANTT**”)

SCES Trecho 3, Lote 10

Polo 8 do Projeto Orla

70.200-003 Brasília DF

Ref.: Concession Notice no. 01/2018 – Declaration of Non-existence of Bankruptcy Process

Dear Sirs,

In compliance with the subitem 11.1 of the **Notice** in question, the **[Proponent]**, by its undersigned legal representative(s), declares, under the penalties of the applicable legislation, by itself, its successors and assignees, which is not under the following processes: bankruptcy, self-bankruptcy, judicial or out-of-court reorganization, judicial or out-of-court settlement, insolvency, temporary special administration or under the intervention of the competent supervisory authority.

[Proponent]

[Accredited representative(s)]

Annex 9
Template of Statement Letter of Absence of Hindrance for Participation in the Auction

[place], from [●] to [●] to [●]

To

National Land Transportation Agency (“**ANTT**”)

SCES Trecho 3, Lote 10

Polo 8 do Projeto Orla

70.200-003 Brasília DF

Ref.: Concession Notice no. 01/2018 – Statement Letter of Absence of Hindrance for Participation in the **Auction**

Dear Sirs,

In compliance with the subitem 11.1 of the **Notice** in question, the **[Proponent]**, by its undersigned legal representative(s), declares, under the terms of the applicable legislation, that it is not prevented from participating in public tenders.

[Proponent]

[Accredited representative(s)]

Annex 10
Statement Letter of Financial Capacity

[place], from [●] to [●] to [●]

To

National Land Transportation Agency (“**ANTT**”)

SCES Trecho 3, Lote 10

Polo 8 do Projeto Orla

70.200-003 Brasília DF

Ref.: Concession Notice no. 01/2018 – Financial Capacity Statement

Dear Sirs,

In compliance with the subitem 11.1 of the **Notice** in question, the [**Proponent**], by its undersigned legal representative(s), declares, under the terms of the applicable legislation, that it is able or has the capacity to obtain resources sufficient to meet the obligations to provide own and third-party funds necessary to achieve the **Concession** object. It further states that (i) it has the ability to contract all the insurance necessary to achieve the concession object and (ii) it has or is able to obtain the funds for payment in national currency of at least R\$ 233,000 000,00 (two hundred and thirty tree million reais); in the share capital up to the signature date of the **Agreement** and an additional R\$ 88,000,000.00 (eighty eight million reais) up to the first **Concession** year, plus the amount related to additional capital stock pursuant to subitem 8.2.1 of the **Notice**.

[**Proponent**]

[Accredited representative(s)]

Annex 11
**Template of Formal Statement of Express Submission to the Brazilian
Legislation and of Waiver of any Claims through Diplomatic Channels**

[place], from [•] to [•] to [•]

To

National Land Transportation Agency (“**ANTT**”)

SCES Trecho 3, Lote 10

Polo 8 do Projeto Orla

70.200-003 Brasília DF

Ref.: Concession Notice no. 01/2018 – Formal Statement of Express Submission to the Brazilian
Legislation and of Waiver of any Claims through Diplomatic Channels

Dear Sirs,

In compliance with the subitem 11.1 of the **Notice** in question, the **[Proponent]**, by its undersigned legal representative(s), declares, for due purposes, its formal and express submission to Brazilian law and integrally waives any claims for any reason or fact, through diplomatic channels.

[Proponent]

[Accredited representative(s)]

Annex 12 Model of Power of Attorney

By means of the present instrument conferring powers, **[Proponent]**, [qualification], hereinafter referred to as “**Grantor**”, appoints and constitutes its many proxies, Messrs. [●], [qualification], jointly or individually, regardless of the order of appointment, to practice the following acts in the Federative Republic of Brazil, in and out of court:

- (a) represent the **Grantor** before any entities, governmental divisions or departments, open or private companies and any governmental agencies, including the National Land Transportation Agency - **ANTT** and the Ministry of Transport, Ports and Civil Aviation - **MTPA**, to establish and maintain understandings with said public entities, agencies, divisions or departments, to be summoned by or receive notices of any nature, to request and/or promote consultations, to request certificates and other documents and to perform the necessary acts during the tender event described in the **Concession Notice** no.01/08, including to lodge appeals and waive the right to lodge appeals;
- (b) Undertake commitments and/or obligations on behalf of the **Grantor** and in any way contract, enter into agreements, give and receive discharge on behalf of the **Grantor**;
- (c) represent the **Grantor** in the defense of its interests in Court, in any instance and before any court or tribunal, including through the hiring of lawyers, with special powers to confess, compromise, give up, make agreements, give and receive discharge; and
- (d) in its discretion, to substitute, in whole or in part, with reservation of powers, any of the powers conferred herein, under such conditions as it may deem or deem appropriate.

This power of attorney has a minimum period of validity of one (1) year from the **Receipt Date of the Envelopes**, and shall be extended for an equal term, thirty (30) days prior to the expiration date, subject to subitem 7.9, VII of the **Notice**.

[place], from [●] to [●] to [●]

[Proponent]

[Legal representative(s)]

Annex 13
Model of Power of Attorney (Foreign Proponent)

By means of the present instrument conferring powers, [**Proponent**], [qualification], hereinafter referred to as "**Grantor**", appoints and constitutes its many proxies, Messrs. [●], [qualification], jointly or individually, regardless of the order of appointment, to practice the following acts in the Federative Republic of Brazil, in and out of court:

- (a) represent the **Grantor** before any entities, governmental divisions or departments, open or private companies and any governmental agencies, including the National Land Transportation Agency - **ANTT** and the Ministry of Transport, Ports and Civil Aviation - **MTPA**, to establish and maintain understandings with said public entities, agencies, divisions or departments, to be summoned by or receive notices of any nature, to request and/or promote consultations, to request certificates and other documents and to perform the necessary acts during the tender event described in the **Concession Notice** no.01/2018, including to lodge appeals and waive the right to lodge appeals;
- (b) Undertake commitments and/or obligations on behalf of the **Grantor** and in any way contract, enter into agreements, give and receive discharge on behalf of the **Grantor**;
- (c) represent the **Grantor** in the defense of its interests in Court, in any instance and before any court or tribunal, including through the hiring of lawyers, with special powers to confess, compromise, give up, make agreements, give and receive discharge; and
- (d) receive summons for lawsuits and subpoenas or notifications in administrative and judicial proceedings; and
- (e) in its discretion, to substitute, in whole or in part, with reservation of powers, any of the powers conferred herein, under such conditions as it may deem or deem appropriate.

This power of attorney has a minimum period of validity of one (1) year from the **Receipt Date of the Envelopes**, and shall be extended for an equal term, thirty (30) days prior to the expiration date, subject to subitem 7.9, VII of the **Notice**.

[place], from [●] to [●] to [●]

[**Proponent**]

[Legal representative(s)]

Annex 14
**Minimum content of the brokerage agreement between the Proponent and its
respective Accredited Brokerage Firm.**

*This **Annex** will be made available on the **ANTT** websites, at www.antt.gov.br and on the **B3 S.A.** websites, at www.bmfbovespa.com.br.*

Annex 15

Auction Procedures Manual

*This **Annex** will be made available on the **ANTT** websites, at www.antt.gov.br and on the **B3 S.A.** websites, at www.bmfbovespa.com.br.*

Annex 16
Proposal Guarantee Presentation

*This **Annex** will be made available on the **ANTT** websites, at www.antt.gov.br and on the **B3 S.A.** websites, at www.bmfbovespa.com.br.*

Annex 17
Formal Operational Commitment of Remuneration Payment

*This **Annex** will be made available on the **ANTT** websites, at www.antt.gov.br and on the **B3 S.A.** websites, at www.bmfbovespa.com.br.*

Annex 18
Model of statement of independent preparation of the Written Economic Proposal

[place], from [●] to [●] to [●]

To

National Land Transportation Agency (“**ANTT**”)

SCES Trecho 3, Lote 10

Polo 8 do Projeto Orla

70.200-003 Brasília DF

Ref.: Concession Notice no. 01/2018 – Statement of independent preparation of the **Written Economic Proposal**

Dear Sirs,

(Identification of the **Accredited Representative**), as a duly constituted representative of **[Proponent]** hereinafter referred to as (“**Proponent**”), for the purposes of item IX of subitem 7.4 of **Concession Notice** no. 01/2018, declares, under the penalties of the law, especially the art. 299 of the Brazilian Penal Code, which:

- (a) the Written Economic Proposal presented to participate in the Concession Auction of the BR-101/290/386/448/RS was prepared in an independent manner by the Proponent and the contents of the Written Economic Proposal were not, in whole or in part, directly or indirectly, informed, discussed or received from any other potential participant or in fact of the Auction for Concession, by any means or by any person;
- (b) This **Written Economic Proposal** was prepared with the intention of entering in the **Concession Auction** of BR-101/290/386/448/RS was not informed, discussed or received from any other potential participant or in fact of the **Concession Auction**, by any means or by any person;
- (c) that it has not attempted, by any means or by any person, to influence the decision of any other potential or actual participant of the **Concession Auction** as to whether or not to participate in said **Auction**;
- (d) that the content of the **Written Economic Proposal** submitted to participate in the **Concession Auction** of BR-101/290/386/448/RS shall not be, in whole or in part, directly or indirectly communicated or discussed with any other potential participant or in fact, of the **Concession Auction** prior to the award of the object of said **Auction**;
- (e) that the content of the **Written Economic Proposal** submitted to participate in the **Concession Auction** of BR-101/290/386/448/RS was not, in whole or in part, directly or

- indirectly, informed, discussed or received from any member of the **ANTT**, **BNDES**, **EPL** or **MTPA** before the official opening of the **Written Economic Proposals**; and
- (f) that it is fully aware of the content and scope of this statement and that it has full powers and information to sign it.

[Proponent]

[accredited representative(s)]

Annex 19
Statement Letter of Analysis of the Written Economic Proposal and Feasibility
by a Financial Institution

[place], from [●] to [●] to [●]

To

National Land Transportation Agency (“**ANTT**”)

SCES Trecho 3, Lote 10

Polo 8 do Projeto Orla

70.200-003 Brasília DF

Ref.: Concession Notice no. 01/2018 - Letter of Statement of Analysis of Business Plan and Feasibility by the Financial Institution

Dear Sirs,

- 1** Hereby, the [name of the financial institution or entity] (“**Financial Institution**”), financial institution that advises the [name of the Proponent] (“**Proponent**”), according to item I of the subitems 10.4 and 10.5, of **Concession Notice** no 01/2018 (“**Notice**”), declares, for all due purposes, that it analyzed the Business Plan presented by the **Proponent**, with a **Basic Toll Rate** of R\$ [●] (●) referenced to July 2018, and attests to its feasibility and enforceability under the aspects of the financial set up of the business.
- 2** The Financial Institution hereby declares that it has analyzed the Business Plan prepared by the Proponent to participate in the Concession Auction of the BR-101/290/386/448/RS, in all its financial aspects, having compared the methodology of the project’s financial set-up in the light of the best market practices, and carried out the inquiries and researches it deemed necessary for its analysis, assuming, for this purpose, the accuracy and completeness of the data and surveys used by the Proponent as the basis for the preparation of the Business Plan.
- 3** Accordingly, and in compliance with **Notice** item I of the Subitem 10.4 **Erro! Fonte de referência não encontrada.**, the **Financial Institution**, states, in relation to the **Proponent's** Business Plan:
 - (i) feasibility and enforceability, provided that all the assumptions and parameters adopted therein are maintained;
 - (ii) the consistency of the financial statements and data presented.

Based on all of the foregoing, and provided that the assumptions and parameters adopted in the Business Plan to us presented by the **Proponent** have been maintained, we confirm its feasibility and enforceability under the financial aspects.

[Financial Institution]
[legal representative(s)]

[Proponent]
[Accredited representative(s)]

Witnesses:

Name:

RG (ID Card Number):

Name:

RG (ID Card Number):

Annex 20
**Statement Letter of Analysis of the Written Economic Proposal and Adequacy
by an Independent Accounting Firm**

[place], from [●] to [●] to [●]

To

National Land Transportation Agency (“**ANTT**”)
SCES Trecho 3, Lote 10
Polo 8 do Projeto Orla
70.200-003 Brasília DF

Ref.: Concession Notice no. 01/2018 - Statement Letter of the Business Plan Analysis and Adequacy by Independent Accounting Firm

Dear Sirs,

Considering the participation of [Proponent name] (“**Proponent**”) in the competition governed by the Concession Notice no. 01/2018] (“**Notice**”); and

Considering the Business Plan prepared by the **Proponent**, with a **Basic Toll Rate** of R\$ [●] (●), referenced to July 2018, at its risk and expense, including as regards the accuracy and completeness of the data;

1. The [independent audit classification] (“**Independent Accounting Firm**”), registered with the Securities and Exchange Commission of Brazil under number [●] , which independently audit that advises the **Proponent**, according to the **Notice** item II of subitem 10.4, states, for the due purposes, that analyzed the mentioned Business Plan and declares that evaluated it:
 - 1.1. using the rules contained in the Brazilian Accounting Standard - NBC TO 3000 and other applicable accounting standards;
 - 1.2. in all its accounting and tax aspects;
 - 1.3. having compared the methodology, statements and accounting and tax data provided in the light of best market practices, and carried out the inquiries and researchers that it deemed necessary for its analysis
 - 1.4. assuming the accuracy and completeness of the data and surveys used by the **Proponent** as a basis for the elaboration thereof;
2. Accordingly, and in compliance with **Notice** item II of subitem 10.4, the **Independent Accounting Firm**, declares, regarding the **Proponent's** Business Plan:
 - (i) adequacy, provided that all the assumptions and parameters adopted therein are maintained;
 - (ii) the consistency of the financial statements and accounting and tax data presented; and

(iii) the compliance of these statements and accounting and tax data with the current national legislation.

3. Based on all of the foregoing, and since the assumptions and parameters adopted in the Business Plan to us have been maintained by the **Proponent**, we have confirmed its suitability under the accounting and tax aspects.

[Independent accounting firm]

[legal representative(s)]

[Proponent]

[Accredited representative(s)]

Witnesses:

Name:

RG (ID Card Number):

Name:

RG (ID Card Number):

Annex 21
**Confidentiality Agreement between the Proponent and the Financial Institution
entity or Independent accounting firm (minimum content)**

[place], from [●] to [●] to [●]

To

National Land Transportation Agency (“**ANTT**”)

SCES Trecho 3, Lote 10

Polo 8 do Projeto Orla

70.200-003 Brasília DF

Ref.: Concession Notice no. 01/2018 – Confidentiality Agreement

To the **Proponent**.

1. DEFINED TERMS

1.1. Unless otherwise defined in this **Annex**, the terms defined shall have the same meaning as that used in the **Concession Notice** no.01/2018 (“**Notice**”).

1.1.1. **Institution**: is the [name of the financial institution or entity or independent audit classification].

1.1.2. **Representative (s)** are: (i) the administrators and employees of the **Institution** or its subsidiaries or affiliates; and (ii) consultants, lawyers, auditors, accountants, agents, financial representatives and other persons who, through the **Institution**, have access to the **Information** solely for the purpose of evaluating the feasibility or suitability of the **Proponent's** Business Plan.

1.1.3. **Information**: are the information made available by the **Proponent** to the **Institution** for the issuance of a letter attesting to the feasibility and suitability of the **Proponent's** Business Plan, in accordance with the **Notice** items I and II of the subitems 10.4 and 10.5 .

1.1.3.1. The term **Information** does not include public information, thus considered those that:

- (i) were in the public domain at the time of their disclosure to the **Institution**;
- (ii) have become public domain after their disclosure to the **Institution**, provided that such disclosure has not been made by the **Institution**, its **Representative(s)** or another participant who has had access to the **Information**;
- (iii) have already belonged to the **Institution** files storage department, on a non-confidential basis, or have been independently developed by the **Institution**, as the case may be, prior to its being made available by the **Proponent** to the Institution or its **Representative(s)**; or
- (iv) have been made available to the **Institution** on a non-confidential basis by sources other than the **Proponent**, provided that such sources are not prohibited from transmitting the **Information** to the **Institution**.

2. OBLIGATIONS OF THE INSTITUTION

2.1. **Confidentiality:** The **Institution** and its **Representative(s)** undertake to keep the **Information** confidential, not transmitting it or disclosing it to third parties that are not its **Representative(s)**.

2.1.1. The obligation to maintain confidentiality, contained in paragraph 2.1, includes:

- (i) not use the **Information** for any purpose other than those related to the **Proponent's** participation in the **Auction**;
- (ii) not discuss with or with third parties about the **Information**, the **Representative(s)** are not considered third party(ies);
- (iii) not to use, disclose, reveal or otherwise dispose of the **Information**, for other purpose than to evaluate the **Proponent's** participation in the **Auction**, and to take appropriate precautions and measures to prevent misuse by which, any **Representative(s)**; and
- (iv) keep and protect confidential all copies, reproductions, summaries, analyzes or announcements concerning or based on the **Information**, and shall return them to the **Proponent** within a period of 15 (fifteen) days from the request thereof.

2.1.2. Any **information** that may be retained by the **Institution** shall continue to be subject to the provisions of this **Confidentiality Agreement**.

2.1.3. The **Institution** shall inform the **Proponent** promptly and prior to any disclosure of any administrative or judicial order that prompts it to disclose the **Information**, even partially, provided that such communication is permitted under the respective law or administrative or judicial order applicable.

2.2. Other obligations related to the **Information**: The **Institution** and any of its **Representative(s)**, as from the date of entering into this Agreement, and up to the date of delivery of the **Written Economic Proposal**, are obliged to:

- (a) not to issue a letter stating the feasibility and suitability of the **Proponent's Business Plan**, in accordance with **Notice** items I and II of the subitems 10.4 and 10.5 in favor of another **Proponent(s)**; and
- (b) refrain from any other act that may result, directly or indirectly, in improper use of the **Information**.

2.3. **Liability**: The **Institution**, which, by itself or its **Representative(s)**, has violated the obligations set forth in this term, in particular those in paragraphs 2.1 and 2.2, undertakes to indemnify and reimburse the **Granting Authority** and **Proponent** for losses, damages and/or costs incurred, arising directly or related to said breach, without limitation.

2.4. The **Institution** shall comply with the due diligence requests of the **Granting Commission** pursuant to the **Notice**, within a maximum period of up to five (5) business days.

3. GENERAL PROVISIONS

3.1. The **Institution** and/or any of its **Representative(s)** shall be exempt from any legal obligation or liability with respect to the performance of the **Auction**, subject to the obligations assumed in this **Confidentiality Agreement**; and

3.2. the non-exercise of the rights here assured will not matter in waving them, being considered as a mere tolerance for all legal effects.

3.3. This term shall be governed by the laws of the Federative Republic of Brazil.

3.4. Except for the obligations set forth in paragraph 2.2, the obligations set forth in this term shall remain in force for a period of two (2) years as of the date of signature of this agreement.

3.5. In case the **Institution** is a legal entity with a registered office in another country, the **Institution**, hereby, appoints and constitutes as its proxy [name and complete qualification], with specific powers to receive services of processes and subpoenas, in the form of art. 213 et seq. Of the Brazilian Code of Civil Procedure.

3.6. The Court of the Judicial Branch of the Federal District is hereby elected as the only one competent to settle any issues related to the terms herein, and waving, from now on, the **Institution**, its **Representative(s)** and the **Proponent**, to any other, however privileged it may be.

3.7. This **Confidentiality Agreement** reflects the Institution's understanding regarding the **Information** confidentiality and, no modification to this term or waiver of the terms and conditions herein agreed shall bind the **Institution** or the **Proponent**, unless such

modifications and/or waivers are approved, in writing, by each of the parties and by the **Granting Authority**.

[Proponent]

[Accredited representative(s)]

[Institution]

[Legal representative(s)]

Witnesses:

Name:

RG (ID Card Number):

Name:

RG (ID Card Number):

Annex 22
Template of Foreign Proponent Statement Letter

[place], from [●] to [●] to [●]

To

National Land Transportation Agency (“**ANTT**”)

SCES Trecho 3, Lote 10

Polo 8 do Projeto Orla

70.200-003 Brasília DF

Ref.: Concession Notice no.01/2018 – Foreign Proponent

Dear Sirs,

In compliance with Annex 5 of the **Notice**, the [**Proponent**], characterized as a **Foreign Proponent**, by its undersigned legal representative (s), hereby declares, under the terms of the applicable legislation, , by its successors and assignees, that it does not work in Brazil, pursuant to article 32, paragraph 4, of Law No. 8.666/1993, and that

(i) the following documents indicated by the company's country of origin (NAME AND BACKGROUND) are equivalent to the documents; and/or

<i>Description of the country of origin document</i>	<i>Document required in the Notice</i>	<i>Notice Item in which the document is required</i>

(ii) the following documents indicated do not own equivalent document at the company's country of origin (NAME AND BACKGROUND).

<i>Document required at the Bid Notice that does not own equivalent document at the company's country of origin</i>	<i>Item of the Bid Notice in which the document is required</i>

Regards,

[Proponent]

[Accredited representative(s)]

Annex 23 Integrity Agreement

[place], from [●] to [●] to [●]

To

National Land Transportation Agency (“**ANTT**”)

SCES Trecho 3, Lote 10

Polo 8 do Projeto Orla

70.200-003 Brasília DF

Ref.: Concession Notice no.01/2018 – Integrity Agreement

Dear Sirs,

In compliance with the subitem 16.3 (IX) of the **Notice** in question, the [**Proponent**], by its undersigned legal representative(s), declares, for all due purposes, that:

1. The **SPE** established by it shall comply with federal and industry standards and best practices regarding integrity, compliance, ethics, governance, risk management, internal and external controls (monitoring, evaluation, audit and investigation), transparency in driving of the concession contract, in particular.
 - 1.1. The provisions of Law 12.846/2013, Decrees No. 3.678/2000, No. 4.410/2002, No. 5.687/2006 and 8.420 / 2015, of the Ordinance of the General Comptroller's Office - CGU No. 909/2015 shall be fully complied with, as applicable. and other applicable federal standards, as well as those standards that change, complement or succeed those retrofitted.
 - 1.2. The company's integrity program must follow the dictates set forth in Ordinance CGU No. 909/2015, containing at least the provisions of this standard.
 - 1.3. Shareholders' transactions policy, in accordance with the best corporate governance practices recommended by the Securities and Exchange Commission of Brazil – CVM.
2. For the performance of this **Agreement**, neither party may offer, give or undertake to give to any person, or accept or undertake to accept from any person, directly or indirectly, personally or through any other person, any payment, donation, financial or non-financial advantages or benefits of any kind that constitute an illegal practice or corruption under Brazilian law and in countries in which transactions or legal acts have been carried out, whether directly or indirectly as to the subject of this agreement or otherwise which is not related to this **Agreement**, and must also ensure that its agents and employees act in the same way.

3. The use of funds, goods and amounts of money of illicit or doubtful origin will be forbidden.

[Proponent]

[Accredited representative(s)]

Annex 24

Operational Transition Plan

The Operational Transition Plan shall at least provide:

- a. Identification of the technical-operational documentation required for the transition;
- b. Indication of the general operational procedures of transition regarding the instant of concession transfer - management replacement;
- c. Planning of the development of the contracts and service providers inventory.
- d. The term required for the **Concessionaire** to evaluate the interest in assuming existing contracts, as well as the planning of such assumption, if feasible;
- e. The operational measures required for the assumption of management activities;
- f. The identification of licenses and software required for the continuity of the public service granted;
- g. The identification of a workforce that may be hired by the **Concessionaire**;
- h. Creating positive relationships with key stakeholders;
- i. The means of communication with stakeholders, as well as the means of obtaining their information, such as: forums, focus groups, opinion polls, electronic means of communication, etc.
- j. Work Plan containing the planning and schedule of the transition activities, respecting the deadline set forth in item 3.1 of **Annex 7** of the **Contract**.

Part VII – Draft Contract

*This **document** will be available separately.*