

Annex 26 –Rodoanel Norte Lot

ANNEX 26

PAYMENT MECHANISM OF THE AVAILABILITY PAYMENT

SPONSORED CONCESSION OF PUBLIC SERVICES OF EXPANSION, OPERATION, MAINTENANCE AND MAKING OF INVESTMENTS NECESSARY FOR EXPLORATION OF THE ROAD SYSTEM CALLED THE RODOANEL NORTE LOT

1. PAYMENT MECHANISM

- 1.1. The GRANTING AUTHORITY shall pay the CONCESSIONAIRE the AVAILABILITY PAYMENT OWED on a monthly basis, in accordance with the following formula.

$$CPF_m = (CP_m - RCP_m + AD_m + AUI_{m-3})$$

Where,

CPF_m	It is the AVAILABILITY PAYMENT OWED.
CP_m	It is the AVAILABILITY PAYMENT of the contractual month m , as per item 1.2 below.
RCP_m	It is the REDUCTION OF THE AVAILABILITY PAYMENT, of the contractual month m , according to the definitions given in item 2.8.
AD_m	It is the DEMAND ADJUSTMENT of contractual month m , as provided in item 2.9 below.
AUI_{m-3}	It is the ADJUSTMENT OF DEFAULT USERS of the 3rd month prior to the contractual month m , as provided in the item 1.5 below.

- 1.2. The AVAILABILITY PAYMENT has the amount of BRL [•] (•) on the base date of month/year, and must be readjusted by the IPCA/IBGE in the same terms as the KILOMETRIC TARIFF readjustment, as provided in ANNEX 04.

- 1.2.1. The reference date for the purpose of starting the FULL COMMERCIAL OPERATION will be considered as the 1st day of the 25th month after the end of the PRE-CONSTRUCTION PERIOD, when the FULL COMMERCIAL OPERATION should take place.

- 1.2.2. The CONCESSIONAIRE will only be entitled to the AVAILABILITY PAYMENT OWED after the effective start of the FULL COMMERCIAL OPERATION.

- 1.2.2.1. If, for reasons attributable to the GRANTING AUTHORITY, there is a delay in the start of the FULL COMMERCIAL OPERATION, the CONCESSIONAIRE shall be entitled to the restoration of the economic and financial balance, due to the economic and financial impact effectively borne as a result of the delay.

- 1.2.2.2. During the period of delay in the start of the FULL COMMERCIAL OPERATION referred to in item 1.2.2.1, the GRANTING AUTHORITY shall pay the CONCESSIONAIRE, as a provisional and precautionary economic and financial rebalancing of the AGREEMENT, in the form of items 1.6 a 1.8, corresponding amount to the AVAILABILITY PAYMENT OWED, calculated considering the *pro rata* amount provided for in item 2.5 for the respective year, and such amounts must be considered when calculating the economic-financial rebalancing of the AGREEMENT.

- 1.2.3. If the FULL COMMERCIAL OPERATION is started on a date that does not coincide with the 1st day of the reference contractual month, the CONCESSIONAIRE shall be entitled to the AVAILABILITY PAYMENT OWED of said contractual month on a *pro rata basis*.

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- 1.3. The CONCESSIONAIRE shall identify transactions in which it was unable to record and produce the relevant and necessary information, in accordance with current legislation and ARTESP's regulations on the subject, to identify USERS not opting for electronic payment through AVI that passed through the GANTRIES installed in the highway, thus preventing (i) the collection of the TOLL TARIFF through the FREE FLOW SYSTEM and (ii) any assessment by the GRANTING AUTHORITY (INVALID TRANSACTIONS).
 - 1.3.1. Minimum information that must be produced by the CONCESSIONAIRE, for the identification of USERS, is considered to be information related to the license plate and number of axles of the vehicle, as well as other minimum data for issuing any traffic notification, as provided for in art. 280 of the Brazilian Traffic Code.
 - 1.3.2. The CONCESSIONAIRE shall implement a system that has redundancies capable of identifying USERS who have transited through the GANTRIES and, eventually, could not be registered by the equipment responsible for their identification and collection, including through the crossing of information (eg, traffic counters, SATs, cameras with optical character recognition capability).
- 1.4. The CONCESSIONAIRE shall implement a fully auditable system, with online access to ARTESP, to record all transactions related to the ROAD SYSTEM, including the information necessary for the inspection of ARTESP and the GOVERNMENT, including VALID TRANSACTIONS and INVALID TRANSACTIONS.
- 1.5. The ADJUSTMENT OF DEFAULT USERS to be computed in the calculation of the AVAILABILITY PAYMENT OWED will be equivalent to the sum of the TOLL TARIFFS charged and not paid by those who are now considered DEFAULT USERS, pursuant to ANNEX 04, in the reference calendar month, not being DEFAULT USERS are considered to be those related to INVALID TRANSACTIONS.
 - 1.5.1. The amounts collected by the competent authorities in connection with the imposition of fines on USERS and/or the coercive collection of the TARIFF by the GRANTING AUTHORITY before DEFAULT USERS may be, under the terms of Law No. 14,157 of June 1, 2021, used to pay the AVAILABILITY PAYMENT OWED.
- 1.6. For payment of the AVAILABILITY PAYMENT OWED of the respective contractual month of calculation, the CONCESSIONAIRE shall, within 5 (five) days of the subsequent month, send to ARTESP: (i) monthly billing document issued against the GRANTING AUTHORITY, indicating the AGREEMENT number and the calculation period; (ii) calculation memory that indicates the value of each component of the AVAILABILITY PAYMENT OWED, pursuant to the item of 1.1 this ANNEX; (iii) report indicating the number of passes through each GANTRY, as well as the number of DEFAULT USERS, pursuant to item 10.1.5 of ANNEX 04; (iii) consolidation of the list of information that allows the GRANTING AUTHORITY to carry out the assessments of DEFAULT USERS, according to the regulation to be issued by ARTESP.
- 1.7. Within 30 (thirty) days of receipt of the material indicated in the item 1.6 above, ARTESP shall: (i) evaluate the documentation received; (ii) verify the adequacy of the values indicated for each component of the AVAILABILITY PAYMENT OWED; and (iii) forward to the GRANTING AUTHORITY, with a copy to the CONCESSIONAIRE, the billing document accompanied by a notification validating the amount presented by the CONCESSIONAIRE or indicating the undisputed portion to be paid as the AVAILABILITY PAYMENT OWED.

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- 1.8. The GRANTING AUTHORITY, depending on the notification from ARTESP indicated in the item 1.7 above, will pay the full payment or the undisputed portion of the AVAILABILITY PAYMENT OWED within 30 (thirty) days from the receipt of the billing document by ARTESP.
- 1.9. Within 10 (ten) days from the end of the CONCESSION TERM, or upon the early termination of the AGREEMENT, the CONCESSIONAIRE shall forward to the GRANTING AUTHORITY and ARTESP a report containing the information indicated in the item 1.6 including the memories related to the calculation of the AVAILABILITY PAYMENT OWED variables not yet covered in the documentation of previous months, in order to demonstrate balances, in favor of the GRANTING AUTHORITY or the CONCESSIONAIRE, not yet settled.
 - 1.9.1. Upon receipt of the report referred to in the item 1.9 above, the deadlines set out in items 1.7 and 1.8.
- 1.10. If the AVAILABILITY PAYMENT OWED calculated in month m is negative, a credit will be constituted in favor of the GRANTING AUTHORITY, to be automatically used for the payment of the amount of the subsequent months.
- 1.11. In the event of a balance in favor of the GRANTING AUTHORITY or the CONCESSIONAIRE within the scope of the calculation of the balances of the AVAILABILITY PAYMENT OWED, including due to the incidence of the ADJUSTMENT OF DEFAULT USERS and the ADJUSTMENT OF DEMAND, this must be settled by the PARTIES as a prior condition to the signature of the DEFINITIVE RECEIPT TERM.
- 1.12. In the event of non-punctual payment of any of the monthly installments of the AVAILABILITY PAYMENT OWED, due to the GRANTING AUTHORITY's fault, if the delay exceeds 5 (five) business days, the amount due will automatically be increased by default interest and monetary correction that, in taken together, correspond to the *pro rata temporis* variation of the SELIC rate, from the respective due date until the date of the effective payment.
- 1.13. If ARTESP has not fully validated the amount presented by the CONCESSIONAIRE for payment of the AVAILABILITY PAYMENT OWED, it must notify it of the information that motivated its rejection, concomitantly with the submission referred to in item 1.7.
 - 1.13.1. The CONCESSIONAIRE shall, within 10 (ten) days of receipt of the notification referred to in item 1.13, make the necessary corrections to regularize the disputed amount, or present the relevant justifications, by means of a communication addressed to ARTESP.
 - 1.13.2. Upon receipt of the communication referred to in item 1.13.1, ARTESP will evaluate the corrections and/or justifications presented by the CONCESSIONAIRE and, if applicable, will arrange for the compensation of any balances in favor of the GRANTING AUTHORITY or the CONCESSIONAIRE through the AVAILABILITY PAYMENT OWED for the calendar month subsequent.
 - 1.13.3. If ARTESP does not accept the justifications or corrections presented by the CONCESSIONAIRE, it may submit the dispute to the dispute settlement mechanisms regulated in Chapter XI of the AGREEMENT.
- 1.14. On each anniversary of the AGREEMENT, the CONCESSIONAIRE shall submit an audited report indicating the compliance of the information provided under the terms of item 1.6.

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- 1.14.1. Annually, ARTESP will analyze the audited report presented by the CONCESSIONAIRE under the terms of the item 1.14 and, if there is a difference in the amount actually paid by the GRANTING AUTHORITY, a form of compensation must be agreed, either for the benefit of the GRANTING AUTHORITY or for the benefit of the CONCESSIONAIRE.
- 1.15. The payment of the AVAILABILITY PAYMENT OWED will be made by the GRANTING AUTHORITY using resources from its own budget. To this end, the GRANTING AUTHORITY undertakes to include, in the annual budget proposal, a specific allocation for the subsequent year with an amount sufficient to pay, at least, the AVAILABILITY PAYMENT.
 - 1.15.1. If, in a given calendar year, it is verified that the sum of the amounts of the AVAILABILITY PAYMENT OWED is greater than the value of the AVAILABILITY PAYMENT, the GRANTING AUTHORITY shall include in the budget proposal for the following year, pursuant to Clause 1.15, a sufficient amount to guarantee throughout the year the due payment of the AVAILABILITY PAYMENT OWED.
- 1.16. The resources related to the AVAILABILITY PAYMENT OWED will be deposited, upon payment, in the CENTRALIZING ACCOUNT.
 - 1.16.1. The discounts related to the IQD and the INSPECTION FEE will apply to the amount deposited as a AVAILABILITY PAYMENT OWED in the CENTRALIZING ACCOUNT.

2. DEMAND RISK MITIGATION MECHANISM

- 2.1. An IMBALANCE EVENT will be the perception of demand at levels below or above 100% (one hundred percent) of the ESTIMATED DEMAND, which will have as a parameter for measuring the TARIFF REVENUE earned by the CONCESSIONAIRE, under the terms of this ANNEX and in accordance with Clause 22.3 of the AGREEMENT.
- 2.2. The application of the mitigation mechanism provided for in this ANNEX does not depend on the triggering event for the variation in the CONCESSION's demand, except for cases of grossly intentional action by the CONCESSIONAIRE with a view to ensuring the level of application of the aforementioned mechanism.
- 2.3. The mitigation mechanism provided for in this ANNEX overrides any additional or complementary claims to restore the economic and financial balance resulting from the impact, directly or indirectly, of any IMBALANCE EVENT on the CONCESSION's demand, except as provided in the item, such as:
 - (i) creation, improvement, or the extinction of competing routes;
 - (ii) changes in socioeconomic conditions;
 - (iii) emergence of other competing modes of transport;
 - (iv) events characterized as act of God or force majeure; and
 - (v) delays in the start of the FULL COMMERCIAL OPERATION attributable to the GRANTING AUTHORITY;

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- (vi) changes in vehicle circulation conditions on the adjacent road or in the area of influence of the ROAD SYSTEM, including the road called Marginal Tietê, in all its denominations and directions; and
 - (vii) other IMBALANCE EVENTS that may impact, directly or indirectly, the CONCESSION demand, except for events that have different treatment expressly provided for in the AGREEMENT and ANNEXES.
- 2.4. The mitigation mechanism provided for in this ANNEX does not alter the allocation of the other risks provided for in the AGREEMENT and, therefore, the other impacts caused by the IMBALANCE EVENTS, other than on the CONCESSION's demand, shall be evaluated under the terms of the regulation applicable to maintaining its balance economic-financial.
- 2.5. The ESTIMATED DEMAND to be considered for the purposes of the mechanism set out in this ANNEX has the following values for each year of AGREEMENT.

CONTRACT Year	ESTIMATED DEMAND (BRL)
4	226,191,760.79
5	233,025,714.49
6	239,835,856.93
7	247,337,220.04
8	253,473,186.01
9	260,275,228.25
10	262,938,737.09
11	270,969,750.05
12	277,522,926.95
13	284,786,364.41
14	292,074,331.37
15	300,349,098.18
16	307,106,927.02
17	314,857,189.79
18	322,760,740.73
19	331,720,719.72
20	339,028,143.41
21	347,370,282.84
22	355,903,908.15
23	365,578,577.48
24	373,426,332.21
25	382,448,327.89
26	391,600,258.26
27	402,034,962.55
28	410,427,946.74
29	420,100,378.61

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CONTRACT Year	ESTIMATED DEMAND (BRL)
30	429,941,831.20
31	441,153,170.21

2.5.1. Whenever there is a change in the value of the TOLL TARIFF, either as a result of readjustments made to the KILOMETRIC TARIFF under the terms of ANNEX 4, or as a result of changes to the TOLL TARIFF caused by economic-financial rebalancing or tariff policy measures, the values indicated in the table in item 2.5 shall be readjusted on the same date and according to the same criteria.

2.6. ESTIMATED DEMAND was stipulated based on the projected collection for all TCPs in the ROAD SYSTEM.

2.7. The measurement of any contractual imbalance will always consider, at each measurement, the demand observed in the measurement period, based on the formula in item 2.7.1, in comparison with the ESTIMATED DEMAND for the same period.

2.7.1. The demand observed in the measurement period will be calculated according to the following formulas and definitions:

$$DO_m = (RT_m + AUI_m + TI_m)$$

Where,

DO_m It is the demand observed, based on the collection of TARIFF REVENUE, the ADJUSTMENT OF DEFAULT USERS and INVALID TRANSACTIONS, in month m , in the set of GANTRIES, after the start of the FULL COMMERCIAL OPERATION.

RT_m It is the collection of the CONCESSIONAIRE's TARIFF REVENUE, in month m , in the set of GANTRIES, after the start of FULL COMMERCIAL OPERATION.

AUI_m It is the ADJUSTMENT OF DEFAULT USERS of the contractual month m , as provided in item 1.5.

TI_m It is the amount of collection that the CONCESSIONAIRE would have earned due to USERS who traveled through the ROAD SYSTEM, but were accounted for as INVALID TRANSACTIONS, in the contractual month m .

2.8. The REDUCTION OF THE AVAILABILITY PAYMENT will be calculated according to the following formulas and definitions:

$$\text{If, } DO_m \geq DE_m + CP_m : RCP_m = CP_m$$

$$\text{If, } DE_m \leq DO_m < DE_m + CP_m : RCP_m = (DO_m - DE_m)$$

$$\text{If, } DO_m < DE_m : RCP_m = 0$$

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Where,

DO_m	It is the observed demand, in month m , calculated in the form of item 2.7.1.
DE_m	It is the estimated demand for the contractual month m , according to the item 2.15 below.
RCP_m	It is the REDUCTION OF THE AVAILABILITY PAYMENT, in month m .
CP_m	It is the AVAILABILITY PAYMENT of the contractual month m , as per item below 1.2.

2.9. DEMAND ADJUSTMENT will be calculated according to the following formulas and definitions:

$$\text{If, } DO_m > DE_m + CP_m : AD_m = ([DE_m + CP_m] - DO_m) \times 50\%$$

$$\text{If, } DO_m < DE_m : AD_m = (DE_m - DO_m)$$

Where,

DO_m	It is the observed demand, in month m , calculated in the form of item 2.7.1.
DE_m	It is the estimated demand for the contractual month m , according to the item 2.15 below.
AD_m	It is the DEMAND ADJUSTMENT, in month m .
CP_m	It is the AVAILABILITY PAYMENT of the contractual month m , as per item below 1.2.

2.10. At each ORDINARY REVIEW, the occurrence of a possible IMBALANCE EVENT favorable to the GRANTING AUTHORITY will be evaluated, under the following conditions:

2.11. if:

$$DOAA_i > DEAA_i + RCPA_i$$

AND

$$ADA_i > ([DEAA_i + RCPA_i] - DOAA_i) \times 50\%$$

Where,

$DOAA_i$	It is the observed demand, as defined in item 2.7.1, accumulated from the beginning of the FULL COMMERCIAL OPERATION until the contractual year i , in the set of GANTRIES.
$DEAA_i$	It is the estimated demand, accumulated from the beginning of the FULL COMMERCIAL OPERATION until the contractual year i , according to the item 2.15 below.
ADA_i	It is the DEMAND ADJUSTMENT, according to item 2.9, accumulated from the beginning of the FULL COMMERCIAL OPERATION until the contractual year i .

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$RCPA_i$ It is the REDUCTION OF THE AVAILABILITY PAYMENT, accumulated from the beginning of the FULL COMMERCIAL OPERATION until the contractual year i , as provided in item 2.8.

An IMBALANCE EVENT favorable to the GOVERNMENT, equivalent to:

$$DPC_i = -\{([DEAA_i + RCPA_i] - DOAA_i) \times 50\% - ADA_i\} - DPCA$$

Where,

DPC_i Imbalance favorable to the GRANTING AUTHORITY, resulting from the demand risk sharing mechanism, in the contractual year i .

$DPCA$ Amount referring to possible imbalances favorable to the GRANTING AUTHORITY, resulting from the demand risk sharing mechanism, carried out in previous ORDINARY REVIEWS.

$DOAA_i$ It is the observed demand, as defined in item 2.7.1, accumulated from the beginning of the FULL COMMERCIAL OPERATION until the contractual year i , in the set of GANTRIES.

$DEAA_i$ It is the estimated demand, accumulated from the beginning of the FULL COMMERCIAL OPERATION until the contractual year i , according to the item 2.15 below.

ADA_i It is the DEMAND ADJUSTMENT, according to item 2.9, accumulated from the beginning of the FULL COMMERCIAL OPERATION until the contractual year i .

$RCPA_i$ It is the REDUCTION OF THE AVAILABILITY PAYMENT, accumulated from the beginning of the FULL COMMERCIAL OPERATION until the contractual year i , as provided in item 2.8.

2.12. if:

$$DOAA_i < DEAA_i + RCPA_i$$

AND

$$ADA_i > ([DEAA_i + RCPA_i] - DOAA_i)$$

Where,

$DOAA_i$ It is the observed demand, as defined in item 2.7.1, accumulated from the beginning of the FULL COMMERCIAL OPERATION until the contractual year i , in the set of GANTRIES.

$DEAA_i$ It is the estimated demand, accumulated from the beginning of the FULL COMMERCIAL OPERATION until the contractual year i , according to the item 2.15 below.

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ADA_i	It is the DEMAND ADJUSTMENT, according to item 2.9, accumulated from the beginning of the FULL COMMERCIAL OPERATION until the contractual year i .
$RCPA_i$	It is the REDUCTION OF THE AVAILABILITY PAYMENT, accumulated from the beginning of the FULL COMMERCIAL OPERATION until the contractual year i , as provided in item 2.8.

An IMBALANCE EVENT favorable to the GOVERNMENT, equivalent to:

$$DPC_i = -\{([DEAA_i + RCPA_i] - DOAA_i) - ADA_i\} - DPCA$$

Where,

DPC_i	Imbalance favorable to the GRANTING AUTHORITY, resulting from the demand risk sharing mechanism, in the contractual year i .
$DPCA$	Amount referring to possible imbalances favorable to the GRANTING AUTHORITY, resulting from the demand risk sharing mechanism, carried out in previous ORDINARY REVIEWS.
$DOAA_i$	It is the observed demand, as defined in item 2.7.1, accumulated from the beginning of the FULL COMMERCIAL OPERATION until the contractual year i , in the set of GANTRIES.
$DEAA_i$	It is the estimated demand, accumulated from the beginning of the FULL COMMERCIAL OPERATION until the contractual year i , according to the item 2.15 below.
ADA_i	It is the DEMAND ADJUSTMENT, according to item 2.9, accumulated from the beginning of the FULL COMMERCIAL OPERATION until the contractual year i .
$RCPA_i$	It is the REDUCTION OF THE AVAILABILITY PAYMENT, accumulated from the beginning of the FULL COMMERCIAL OPERATION until the contractual year i , as provided in item 2.8.

2.13. The amount to be rebalanced, as provided for in items 2.11 and 2.12, shall be deducted from the payment of the following AVAILABILITY PAYMENT until the full amount is paid.

2.14. All USERS who transit through the ROAD SYSTEM, including DELINQUENT USERS and USERS who are identified for the purposes of accounting for INVALID TRANSACTIONS, must have their respective applicable TOLL RATE values computed in the observed demand, pursuant to item 2.7.1, with the exception of beneficiaries of exemptions, pursuant to ANNEX 04.

2.14.1. The CONCESSIONAIRE may not receive, through the demand risk mitigation mechanism, TOLL TARIFF values already perceived by it, including through the ADJUSTMENT OF DEFAULT USERS.

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2.14.2. The demand risk mitigation mechanism will also not be suitable for recovering revenue losses arising from differentiated pricing regimes, tariff discounts or exemptions proposed by the CONCESSIONAIRE, and the total amount of the tariff waiver resulting from these regimes, discounts or exemptions must be incorporated the calculation of the CONCESSIONAIRE's observed demand.

2.15. To calculate DE_m , the following formula should be considered:

$$DE_m = \frac{DEA_i \times DD_m}{365}$$

Where,

DE_m has the meaning given in item 2.15 above.

DEA_i is the ESTIMATED DEMAND of the contractual year i , as per item 2.5 above.

DD_m is the number of days in the contractual month referring to the measurement period.

2.15.1. The ESTIMATED DEMAND for the contractual year i shall be adjusted in order to contemplate the adjustments applied to the TOLL TARIFF according to the same criteria and upon its effective implementation, as provided for in item **Error! Reference source not found..**

2.16. The reference date for the purpose of starting the operation of the demand risk sharing mechanism will be considered the 1st day of the 25th month after the end of the PRE-CONSTRUCTION PERIOD, when the FULL COMMERCIAL OPERATION should take place.

2.17. If the FULL COMMERCIAL OPERATION is started after the deadline for completion of the CONSTRUCTION PERIOD provided for in Clause 6.2.3 of the AGREEMENT, due to risk attributable to the CONCESSIONAIRE, shall be disregarded from the calculation indicated in item 2.15 above the demands corresponding to the days of delay between the date indicated in this item and the effective start of the FULL COMMERCIAL OPERATION, both for the purposes of estimated demand and observed demand.

2.18. If the FULL COMMERCIAL OPERATION is started after the deadline for completion of the CONSTRUCTION PERIOD provided for in Clause 6.2.3 of the AGREEMENT, due to risk attributable to the GRANTING AUTHORITY, the provisions of item 1.2.2.2 shall apply.

2.19. The reference amounts for calculating the compensation resulting from the demand risk sharing mechanism, set out in this ANNEX, consider the tax incidence and, therefore, the DEMAND ADJUSTMENT considered in the calculation and subsequent payment of the AVAILABILITY PAYMENT OWED already constitute a settlement between the PARTIES in relation to the impacts of said mechanism.

2.20. If, for any reason, the adjustments resulting from the demand risk sharing mechanism are not carried out within the scope of the payment of the AVAILABILITY PAYMENT OWED, in order to achieve the necessary neutrality, the applicable taxes, as well as other impacts on the CONCESSIONAIRE's cash flow, observing the recomposition modality chosen under the terms of Clause Twenty-six of the AGREEMENT, in order to ensure that the effects of direct and indirect



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taxes effectively levied and other impacts on the CONCESSIONAIRE's cash flow are contemplated in the calculation, as provided in Clause 25.5.6 of the AGREEMENT.

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