

EXHIBIT 23

DISPUTE RESOLUTION

**SPONSORED CONCESSION OF PUBLIC SERVICES FOR CONSTRUCTION, OPERATION,
MAINTENANCE AND INVESTMENTS NECESSARY FOR THE EXPLORATION OF THE SANTOS-
GUARUJÁ IMMERSSED TUNNEL INTERCONNECTION SYSTEM**

1. GENERAL PROVISIONS

- 1.1. The PARTIES and the REGULATORY AUTHORITY undertake to make every effort to resolve any and all disputes or controversies arising from or related to this CONTRACT, in compliance with the principles of good faith and cooperation.
- 1.2. Except in cases of urgency, the dispute resolution authorities resulting from this CONTRACT shall necessarily observe the following order:
 - i. self-composition, assisted or not by a mediator, in the latter case as provided for in item 3 of this EXHIBIT;
 - ii. decision of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE, for the issues listed in item 4.1, as provided for in item 4;
 - iii. decision of the ARBITRATION COURT, as provided for in item 5; and
 - iv. court decision, in cases not subject to arbitration, as provided for in item 6.1.
- 1.2.1. The PARTIES shall not be required to follow the order set forth in item 1.2 in situations of urgency, risk to the safety of USERS, third parties, CONCESSION ASSETS, risk of loss of rights of either PARTY or worsening of the situation, and may directly seek precautionary or satisfactory measures through any of the mechanisms indicated in items II and III of item 1.2.
- 1.3. The PARTIES shall not initiate dispute resolution proceedings without first notifying the other PARTY of the dispute in a written document, substantiated and accompanied by the respective documents, with a proposal for resolving the disagreement, for a response within the period set forth in item 2, after which they may address their objection to the next competent dispute resolution body, depending on the matter to be decided.
- 1.4. Arbitration may only be initiated after the procedure set forth in item 2.2 has been completed, or after the procedures set forth in item 2.4 or item 3, if initiated, have been concluded.
- 1.5. The PARTIES may not use, to the detriment of the interests of the other PARTY, during any of the dispute resolution procedures provided for in this EXHIBIT, documents that have been produced by the opposing PARTY specifically during negotiations, such as meeting minutes, settlement proposals, opinions or technical statements.
 - 1.5.1. The restriction provided for in this item 1.5 does not cover documents that pre-exist the dispute resolution procedures, or that have been produced independently of the dispute, which may be used to defend the interests of the PARTIES in any of the dispute resolution mechanisms, regardless of the form or time at which the PARTY had access to such document.
- 1.6. The initiation of a dispute resolution procedure, through any of the mechanisms provided for in items 2 to 6, does not exempt the PARTIES from the duty to follow through and comply with their contractual obligations, in particular the duty of the CONCESSIONAIRE to continue providing the DELEGATED SERVICES and to observe the PHYSICAL-EXECUTIVE SCHEDULES.
 - 1.6.1. The suspension of investments contained in the INVESTMENT PLANS or activities related to the SPONSORED CONCESSION will only be permitted when the subject of the disagreement implies risks to the safety of people and/or the provision of DELEGATED SERVICES, provided that the suspension demonstrably represents the most appropriate measure to neutralize or, when this is not possible, to mitigate any existing risk, obtaining, when possible without compromising safety, the consent of the REGULATORY AUTHORITY prior to the suspension.
 - 1.6.2. Any breach of contract, or delay in fulfilling a contractual obligation, resulting from failure to comply with the condition set forth in item 1.6 will result in the consequences set forth in the CONTRACT, including the application of contractual fines, regardless of the outcome of the dispute.
- 1.7. If any decision, during the procedures provided for in items iii and iv of item 1.2, imposes on the

CONCESSIONAIRE, with a binding nature, an obligation to do so, the obligation shall be fulfilled by the CONCESSIONAIRE regardless of any payment, except, exclusively, if the decision itself conditions compliance with the decision to prior payment by the GRANTING AUTHORITY.

2. NEGOTIATIONS

- 2.1. The PARTIES may not use the dispute resolution authorities without first formally notifying the other PARTY of their dissatisfaction, with a reasoned statement of the dispute, a proposed solution and a copy of the respective documents.
- 2.2. The notice of dissatisfaction will be sent to the other PARTY, in the form of contractual communications, for a response within 15 (fifteen) business days.
 - 2.2.1. The response to the notice of dissatisfaction shall be presented with a reasoned statement of the PARTY's position and the reasons and documents that support it, as well as an express position on the proposed solution contained in the notification.
 - 2.2.2. The expiration of the period provided for in item 2.2 without submission of a response will be presumed to be a disagreement.
- 2.3. By written agreement between the PARTIES, or between the CONCESSIONAIRE and the REGULATORY AUTHORITY, the deadline for responding to the notification of dissatisfaction may be suspended for negotiations.
 - 2.3.1. If the negotiations result in self-composition, and if the matter does not require a contractual amendment, the PARTIES will register the agreement by adding it to the CONTRACT.
 - 2.3.2. If the negotiations do not result in a self-composition, the deadline for submitting the response to the notice of dissatisfaction will restart, as per item 2.2.
- 2.4. If there is no settlement, as of the negotiations provided for in Item 2.3, or in the event of disagreement between the PARTIES, at the end of the procedure provided for in item 2.2, the dissatisfied PARTY may request that negotiations be conducted with a senior representative of both PARTIES.
 - 2.4.1. The PARTIES undertake to seek to resolve disputes through the negotiations provided for in item 2.4, including ensuring the participation of a representative, when requested by either PARTY as per item 2.4.
 - 2.4.2. The representative for negotiations shall be appointed by the highest authority of the GRANTING AUTHORITY and by the legal representatives of the CONCESSIONAIRE, in accordance with its bylaws.
- 2.5. In the event of failure of the negotiations provided for in this item 2, either PARTY may submit the dispute to another dispute resolution mechanism, among those provided for in items 3 to 6, without prejudice to the regular conduct, by the REGULATORY AUTHORITY or the GRANTING AUTHORITY, of any administrative proceedings in progress.

3. MEDIATION OR CONCILIATION

- 3.1. At any time, once the procedure provided for in item 2.2 has been completed, either PARTY may propose the establishment of mediation, which shall only be initiated or continued with the consent of both PARTIES, and such consent may also be given between the CONCESSIONAIRE and the REGULATORY AUTHORITY, without the participation of the GRANTING AUTHORITY.
- 3.2. Mediation is a procedure aimed at clarifying a dispute between the PARTIES, which may or may not result in an agreement, and will comply with Federal Law No. 13,140 of June 26, 2015, without prejudice to applicable state legislation, and may occur in accordance with any of the forms permitted therein.
 - 3.2.1. Extrajudicial mediation will follow the procedure of the State Administration Conciliation Chamber – CCAE, provided for in articles 54 et seq. of State Complementary Law No. 1,270/2015, if in operation at the time of the dispute, and any expenses and fees shall be paid by the mediation proponent.
 - 3.2.2. If the State Administration Conciliation Chamber – CCAE is not in operation at the time of the

dispute, the PARTIES will elect the procedure to be followed in the extrajudicial mediation, in accordance with Clause 3.2.1, and such choice may also be made jointly by the CONCESSIONAIRE and the REGULATORY AUTHORITY, without the participation of the GRANTING AUTHORITY.

- 3.3. The mediation procedure will follow the rules set forth in the chamber elected to conduct the procedure, to be indicated by consensus in accordance with item 3.3.1.
- 3.3.1. The PARTIES may opt for a non-institutional mediation procedure, in which case the procedure shall be agreed upon in a specific term between the PARTIES, the content of which shall contain, at a minimum, the rules for appointing mediator(s) and the deadlines for concluding the procedure, and such option and term may also be made jointly by the CONCESSIONAIRE and the REGULATORY AUTHORITY, without the participation of the GRANTING AUTHORITY.
- 3.3.2. The mediator(s) to be selected shall comply with the requirements set forth in items 5.13.1.
- 3.3.3. If the consensus set forth in the previous items is not reached for the purposes of electing the chamber to conduct the mediation procedure, or regarding the performance of non-institutional mediation, or regarding the selection of mediators, mediation will not be established between the PARTIES.
- 3.4. The PARTY interested in proposing a mediation procedure will send a notification, with a brief explanation of the intended scope, to the opposing PARTY, which shall inform its agreement within 5 (five) business days, after which refusal will be presumed. If the interested PARTY is the CONCESSIONAIRE, it is also authorized to send the notification set forth in this item to the REGULATORY AUTHORITY, which shall inform its agreement within 5 (five) business days, after which refusal will be presumed.
- 3.5. Any agreement resulting from mediation will be signed in writing, formalized in a contractual addendum or in an appendix to the CONTRACT, and published together with its respective motivation.

4. DISPUTE PREVENTION AND RESOLUTION COMMITTEE

- 4.1. As a contractual management and risk mitigation mechanism, the PARTIES will establish a DISPUTE PREVENTION AND RESOLUTION COMMITTEE, with an adjudicatory nature, to prevent and resolve potential disagreements relating to the CONTRACT, which have as a generating fact a circumstance that occurred during the period between the formalization of the INITIAL TRANSFER INSTRUMENT and 03 (three) years after the start of the COMMERCIAL OPERATION.
- 4.1.1. Notwithstanding the expiration of the final term provided for in item 4.1, the DISPUTE PREVENTION AND RESOLUTION COMMITTEE will remain in operation until, cumulatively: (i) the deadline provided for in item 4.5.1 has been exceeded, counted from the end of the period described in item 4.1, for the presentation of any request to the DISPUTE PREVENTION AND RESOLUTION COMMITTEE; and (ii) the requests presented to the DISPUTE PREVENTION AND RESOLUTION COMMITTEE during the period in which it is installed have been formally closed.
- 4.1.2. After the dissolution of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE, either PARTY may, subject to the applicable prescriptive term and the term provided for in item 4.5.1, unilaterally opt for its reinstatement, exclusively to assess disputes relating to defects in the IMPLEMENTATION WORKS carried out during the period indicated in item 3.1.
- 4.1.2.1. In the event described in item 0, the members of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE should preferably be the same ones who composed it during the period of execution of the IMPLEMENTATION WORKS.
- 4.2. The DISPUTE PREVENTION AND RESOLUTION COMMITTEE shall be competent to assess the same disagreements that may be submitted to arbitration, subject to item 4.1.
- 4.2.1. The DISPUTE PREVENTION AND RESOLUTION COMMITTEE shall deliberate, exclusively, on disagreements between the PARTIES, or between the REGULATORY AUTHORITY and one or both PARTIES, without prejudice to the participation of third parties

throughout the procedure, as set forth in item 4.22.5.1.

4.2.2. If any of the PARTIES believes that the jurisdiction provided for in item 4.2 has been exceeded, it may request, before the DISPUTE PREVENTION AND RESOLUTION COMMITTEE, that the jurisdiction to conduct the procedure be declined.

4.2.3. 4.2.3.1. If the decision of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE is to recognize its own jurisdiction, the dissatisfied PARTY may take the matter to the Judiciary for consideration.

4.2.3.2. In the situation described in item 4.2.2.1, the procedure with the DISPUTE PREVENTION AND RESOLUTION COMMITTEE will only be interrupted in the event of a court decision determining the suspension of the procedure or recognizing the incompetence of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE to assess the dispute.

4.3. The DISPUTE PREVENTION AND RESOLUTION COMMITTEE will be constituted within 90 (ninety) days from the signing of the INITIAL TRANSFER INSTRUMENT.

4.4. The DISPUTE PREVENTION AND RESOLUTION COMMITTEE shall act, as a priority, with the objective of avoiding the emergence of disputes, and shall monitor the execution of the contract, visit the site where the IMPLEMENTATION WORKS are being carried out, hold regular and extraordinary meetings, between themselves and/or with the participation of the PARTIES, and whatever else it deems necessary to prevent the emergence of disputes between the PARTIES.

4.4.1. The members of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE shall have proactive stance in monitoring the execution of the obligations of the PARTIES and in mitigating the risk of non-performance of the CONTRACT.

4.4.2. Prior to the initiation of a formal procedure, as per item 4.5, the PARTIES, by mutual agreement, may submit the controversial issue to the DISPUTE PREVENTION AND RESOLUTION COMMITTEE so that the body, in the form of advice or opinion, may issue its opinion on the case.

4.4.2.1. Once the consultation has been submitted, as per item 4.4.2, the period provided for in item 4.5.1 shall be suspended until the opinion of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE is issued.

4.4.3. The advisory opinion, issued as per item 4.4.2, shall not bind the future decision of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE if the controversial issue, submitted for its scrutiny, is subsequently submitted, as per item 4.5, for decision.

4.5. The PARTY that requests the opinion of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE on any disagreement, for the purpose of obtaining an adjudicatory decision, shall notify the other PARTY in writing, providing a description of the event that gave rise to the disagreement, a copy of all documents related to the subject of the disagreement indicated and other elements that it deems necessary to understand the fact.

4.5.1. Procedures may only be initiated with the DISPUTE PREVENTION AND RESOLUTION COMMITTEE, for the purpose of obtaining a decision in an adjudicatory manner, up to 180 (one hundred and eighty) days from the occurrence of the event giving rise to the dispute, without prejudice to the actions of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE as provided for in item 4.4, and the right of the PARTIES to use other dispute resolution mechanisms provided for in this EXHIBIT, subject to the prescriptive term.

4.5.2. Within 30 (thirty) days from receipt of the written notification, the notified PARTY shall present its allegations in relation to the issue raised, accompanied by the documents it deems necessary for the analysis of the case.

4.6. Once the DISPUTE PREVENTION AND RESOLUTION COMMITTEE has been established, the participation and adherence of the PARTIES to the procedure is mandatory, and there is no nullity in processing in absentia, provided that the procedural rules established in this item 4 are complied with.

4.6.1. The procedure will observe orality and informality in the management and prevention of

disagreements, without prejudice to the presentation of written requests, as agreed between the PARTIES.

- 4.6.2. Disputes for which a formal statement from the DISPUTE PREVENTION AND RESOLUTION COMMITTEE is requested by either PARTY, shall be presented in writing, as well as the evidence produced and other statements and decisions taken throughout the procedure.
- 4.7. In order to allow the monitoring of the execution of the CONTRACT by the DISPUTE PREVENTION AND RESOLUTION COMMITTEE, the PARTIES shall submit the following reports to it by the 5th (fifth) day of each month:
 - 4.7.1. Reports, technical reports, certifications, inspection terms and any other monitoring, control and inspection documents that have been issued by the CONCESSIONAIRE, the REGULATORY AUTHORITY or the INDEPENDENT AUDITOR, in the last month, and
 - 4.7.2. Reports on the progress of the IMPLEMENTATION WORKS in the last month.
- 4.8. The DISPUTE PREVENTION AND RESOLUTION COMMITTEE will be guaranteed, at any time, a visit to the sites where the IMPLEMENTATION WORKS are being carried out and the DELEGATED SERVICES are being provided, as well as access to the information and documents relevant to the CONTRACT.
- 4.9. The DISPUTE PREVENTION AND RESOLUTION COMMITTEE shall observe, in its decisions, the rules of Brazilian substantive law, including the rules of the REGULATORY AUTHORITY and the applicable technical standards, and any decision based on equity is prohibited.
 - 4.9.1. The DISPUTE PREVENTION AND RESOLUTION COMMITTEE may only interpret the rules of Brazilian substantive law and contractual clauses to the extent necessary for decision-making, and may not:
 - i. make a judgment on the constitutionality or legality of contractual clauses or any of the rules mentioned in item 4.9, and shall apply them as they are in force; or
 - ii. define, in abstract terms, the interpretation of rules or contractual clauses for situations other than the dispute itself submitted for its consideration.
- 4.10. The DISPUTE PREVENTION AND RESOLUTION COMMITTEE may not, under any circumstances, consider documents submitted in disagreement with the provisions of item 1.5 of this EXHIBIT.
- 4.11. The DISPUTE PREVENTION AND RESOLUTION COMMITTEE shall be composed of 3 (three) members, appointed as follows:
 - 4.11.1. 1 (one) member appointed by the GRANTING AUTHORITY;
 - 4.11.2. 1 (one) member appointed by the CONCESSIONAIRE; and
 - 4.11.3. 1 (one) member elected by mutual agreement by the members appointed by the PARTIES, who shall preside over the meetings of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE.
- 4.12. For the purposes of items 4.10.1 and 4.10.2, the GRANTING AUTHORITY and the CONCESSIONAIRE shall indicate their respective members within 30 (thirty) days from the date of establishment of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE.
- 4.13. For the purposes of item 4.10.3, the members designated by the PARTIES shall submit a list of five potential candidates for scrutiny by the PARTIES, at which time each may veto up to two names, without justification, and the president finally elected shall be among the names not vetoed.
- 4.14. The president of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE may designate a person with legal training to act as secretary for the activities of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE and provide advice on conducting the procedure.
- 4.15. The members of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE, as well as the secretary, if appointed, shall meet the following requirements:

- 4.15.1. Be in full civil capacity;
- 4.15.2. Have technical training and professional experience recognized and compatible with their functions, with proven knowledge of the subject matter of the CONTRACT, demonstrated through a resume or other document capable of attesting to the experience obtained, the content of which proves experience in the management or consultancy of long-term projects in the urban passenger transportation sector;
- 4.15.3. Not having, with the PARTIES or with the dispute submitted to it, relationships that characterize partiality or conflict of interests, configuring as such, but not limited to:
 - i. the cases of impediment and suspicion imposed on judges of Law, provided for in the Code of Civil Procedure;
 - ii. if the person indicated carries out legal activities, the existence of a lawsuit sponsored by him, or by a firm with which he is associated, against any of the PARTIES;
 - iii. the situations provided for in the Red and Orange Lists of the IBA – International Bar Association Guidelines, relating to Conflicts of Interest in International Arbitration; and
 - iv. the performance, in the last 6 (six) months, as a director, manager, employee, outsourced contractor, administrator or partner of the CONCESSIONAIRE, of the CONCESSIONAIRE's shareholders, of its ECONOMIC GROUPS, of the SUBCONTRACTED OPERATOR, if any, of the GRANTING AUTHORITY or of any body of the Public Administration of the State of São Paulo.
- 4.15.4. Commit to be available for the acts of monitoring the CONTRACT and other activities under the responsibility of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE.
- 4.16. The appointment of a member shall be communicated by one PARTY to the other, which shall have a period of 15 (fifteen) days to express its opinion on the appointment.
 - 4.16.1. The member appointed to the DISPUTE PREVENTION AND RESOLUTION COMMITTEE has the duty to disclose any fact or circumstance that may give rise to bias or conflict of interests, as provided for in item 4.14, including facts subsequent to the appointment.
 - 4.16.2. Without prejudice to the duty of disclosure assigned to the member appointed to the DISPUTE PREVENTION AND RESOLUTION COMMITTEE, any PARTY may submit, within the period provided for in item 4.15, written questions regarding his/her impartiality and independence, which shall be answered within a maximum period of 15 (fifteen) days.
 - 4.16.3. Within the period for manifestation provided for in item 4.15, or, in the case provided for in item 4.15.2, within 15 (fifteen) days after receiving the response to the questions, the PARTY may challenge the member appointed by the other based on non-compliance with the requirements provided for in item 4.14, even if the non-compliance arises after the appointment, in which case the PARTY that appointed him shall appoint a new member to compose the DISPUTE PREVENTION AND RESOLUTION COMMITTEE, within 15 (fifteen) (fifteen) days.
 - 4.16.4. In the event of disagreement by one of the PARTIES, due to a challenge made by the other PARTY, the dispute will be settled by the International ADR Center of the International Chamber of Commerce ("ICC"), or another that provides such services, or, in the event of impossibility, by the Judiciary.
 - 4.16.5. Either PARTY may challenge the member appointed to preside over the DISPUTE PREVENTION AND RESOLUTION COMMITTEE, based on failure to comply with the requirements set forth in item 4.14, at which time the issue shall be resolved in the manner set forth in item 4.15.4.
 - 4.16.5.1. If the challenge is upheld, the designated members shall elect a new member to preside over the DISPUTE PREVENTION AND RESOLUTION COMMITTEE, in accordance with item 4.12.
- 4.17. The rules and deadlines set forth in items 4.10 to 4.15 apply to the appointment of new members to

the DISPUTE PREVENTION AND RESOLUTION COMMITTEE in the event of the death, removal or resignation of its members.

- 4.17.1. All acts performed by the DISPUTE PREVENTION AND RESOLUTION COMMITTEE prior to the death, removal or resignation of any of its members shall remain valid, without prejudice to any questioning of the validity of acts performed in disagreement with the provisions of this item 4.
 - 4.17.2. In the event of death, removal or resignation of any of the members of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE, the others shall refrain from holding hearings or issuing decisions until a new member is appointed, except in the case provided for in item 4.23.3, or in the case of an agreement between the PARTIES.
- 4.18. The members of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE shall enter into a service provision contract with the CONCESSIONAIRE, with the GRANTING AUTHORITY as the intervening and consenting party, and the content of this contract shall fully comply with the obligations provided for in this item 4.
 - 4.18.1. The contract with the member of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE shall have a fixed term, providing for its early termination exclusively in the cases provided for in items 4.19 to 4.21.
 - 4.18.2. Regardless of the contract with the CONCESSIONAIRE referred to in item 4.17, the members of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE shall sign a term in which they undertake to act with independence and impartiality, and confirm their availability for the role.
- 4.19. The members of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE shall act with impartiality, independence, competence and discretion, and may not act as a representative, agent or attorney of the PARTY that appointed them.
 - 4.19.1. The members of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE shall treat as confidential any information or documents to which they have access by virtue of the performance of their duties, and may not reveal them under any circumstances, except in strict compliance with a legal duty.
 - 4.19.2. The members of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE may not, under any circumstances, communicate with one of the PARTIES without the other PARTY being present, or copied in the communication.
 - 4.19.3. The DISPUTE PREVENTION AND RESOLUTION COMMITTEE shall observe the principle of publicity in its procedures.
- 4.20. The members of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE may resign from their positions, by sending written notice to the other members and the PARTIES, at least 30 (thirty) days in advance.
- 4.21. Either PARTY may request the removal of any of the members of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE, in the event of a violation, even if supervening, of the requirements set forth in item 4.14, of non-compliance with any of the obligations set forth in this item 4, or of acting in a manner incompatible with the duties required of the members of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE.
 - 4.21.1. The request for removal shall be assessed in the manner set forth in item 4.15.4, or, alternatively, by arbitration decision.
 - 4.21.2. The request for removal shall not be granted if it is based on an issue that has been adequately disclosed to the PARTY that submitted the request, in the situations described in items 4.15.1 and 4.15.2.
- 4.22. The PARTIES may, by consensus, agree to remove any of the members of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE, regardless of the occurrence of any of the reasons provided for in item 4.20.

- 4.23. The members of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE shall meet regularly, on site or in another suitable environment, at least 4 (four) times a year, to monitor the execution of the CONTRACT, without prejudice to the holding of extraordinary meetings and scheduled meetings, at the discretion of its members.
- 4.23.1. The DISPUTE PREVENTION AND RESOLUTION COMMITTEE shall, at the beginning of its activities, prepare a calendar for monitoring the execution of the CONTRACT, observing the minimum frequency established in item 4.22.
- 4.23.2. Meetings shall be called by the chairman of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE, always in writing and at least 30 (thirty) calendar days in advance.
- 4.23.3. If one of the members of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE is unable to attend on the date called by the chairman, he/she shall respond within a maximum period of 3 (three) days, counting from the date of receipt of the call, with a suggestion for a new date.
- 4.23.4. Whenever deemed necessary, the DISPUTE PREVENTION AND RESOLUTION COMMITTEE, through its chairman, may:
- 4.23.4.1. Convene extraordinary meetings to further discuss the matter that is the subject of the dispute or the topic under analysis, in compliance with the rules for calling meetings in item 4.22.2; and
- 4.23.4.2. Invite representatives of the PARTIES or third parties to clarify the issues analyzed, and they shall be informed in advance about the issues on which they shall express their views.
- 4.23.5. The PARTIES may not refuse to attend meetings or hearings to which they are summoned.
- 4.23.5.1. The obligation set forth in item 4.22.5 extends to the CONCESSIONAIRE's subcontractors, who shall attend any meetings or hearings to which they are summoned, including as witnesses, and present any documents or information they have regarding the subject matter of the dispute.
- 4.23.5.2. The CONCESSIONAIRE shall include, in the contracts entered into with its subcontractors, rules compatible with the obligation set forth in item 4.22.5.1.
- 4.23.6. In the meetings covered by this Item, the members of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE shall not advance their understanding of the matters submitted for their examination, but may request information and other elements to support their opinion.
- 4.24. THE DISPUTE PREVENTION AND RESOLUTION COMMITTEE shall conduct the procedure necessary to issue its decision in compliance with the principles of adversarial proceedings, equality of the PARTIES, impartiality and independence, as well as observing the principles governing the activity of the PUBLIC ADMINISTRATION.
- 4.24.1. The DISPUTE PREVENTION AND RESOLUTION COMMITTEE shall observe the principle of publicity in its procedures.
- 4.24.2. The meetings and hearings of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE shall observe the principle of privacy, and shall be reserved for the members of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE, any secretary, the PARTIES and their respective attorneys, witnesses, technical assistants, experts, and other persons previously authorized by the DISPUTE PREVENTION AND RESOLUTION COMMITTEE.
- 4.24.3. Except in cases of absolute impossibility, due to risks to the safety of people or the IMPLEMENTATION WORKS, or risks of the loss of the rights of any of the PARTIES or of worsening the situation, no decision of an adjudicatory nature may be made by the DISPUTE

PREVENTION AND RESOLUTION COMMITTEE without first hearing both PARTIES.

- 4.24.4. The DISPUTE PREVENTION AND RESOLUTION COMMITTEE may, at any time, issue precautionary or anticipatory decisions, when necessary for the proper execution of the CONTRACT, observing, when possible, the provisions of item 4.23.3.
- 4.24.5. Either PARTY may request the DISPUTE PREVENTION AND RESOLUTION COMMITTEE to gather, in the same procedure, more than one dispute, for a joint decision, with the DISPUTE PREVENTION AND RESOLUTION COMMITTEE being responsible, after hearing both PARTIES, for deciding on the appropriateness of the measure, in an irrevocable decision.
- 4.24.6. The DISPUTE PREVENTION AND RESOLUTION COMMITTEE may, exceptionally, impose confidentiality on certain acts or documents produced in the procedure, provided that the hypothesis is provided for in the current legislation, in compliance with the provisions of Federal Law No. 12,527/2011 and State Decree No. 58,052/2012.
- 4.24.7. All documents presented by the PARTIES are presumed to be public, and it is up to the interested party to justify any confidentiality that should fall on any of the documents presented, at which time, if there is disagreement by the opposing PARTY, the issue will be settled by the DISPUTE PREVENTION AND RESOLUTION COMMITTEE.
- 4.25. The production of technical expertise in disputes submitted to the deliberation of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE shall be admitted on an exceptional basis, ex officio or as a result of a request from either PARTY, and the members of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE shall make every effort to analyze the disputes submitted to them based on their technical knowledge.
 - 4.25.1. The performance of technical expertise shall only be admitted if previously decided, unanimously, by the members of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE, who shall only admit the production of technical expertise when they understand that such procedure will provide essential support for the elucidation of the dispute.
 - 4.25.2. The PARTY wishing to carry out a technical assessment should, preferably, submit such request to the DISPUTE PREVENTION AND RESOLUTION COMMITTEE:
 - i. when submitting the request for analysis of the controversy to the DISPUTE PREVENTION AND RESOLUTION COMMITTEE, in accordance with item 4.5, in the case of the PARTY making the request, or
 - ii. when submitting the first response to the request of the PARTY making the request, in the case of the other PARTY.
 - 4.25.3. The technical assessment should preferably be carried out by a professional elected by mutual agreement between the PARTIES, or, in the absence of consensus, by a professional appointed by the DISPUTE PREVENTION AND RESOLUTION COMMITTEE.
 - 4.25.4. Except for professionals involved in carrying out technical expertise duly authorized by the DISPUTE PREVENTION AND RESOLUTION COMMITTEE, any costs incurred by either PARTY in carrying out the technical expertise or in its monitoring, including with technical assistants, will not be subject to any form of reimbursement by the other PARTY, regardless of the outcome of the decision of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE.
- 4.26. Except for documents produced in business negotiations, even if monitored by the DISPUTE PREVENTION AND RESOLUTION COMMITTEE, to which the discipline provided for in item 1.5 of this EXHIBIT applies, all other documents produced in procedures under the responsibility of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE, as well as its decisions, may be used by any of the PARTIES, for any purpose, including in future disputes, or to question the decision of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE in the manner provided for in item 4.28, respecting any restrictions arising from confidentiality attributed to the document.

- 4.27. The statement by the DISPUTE PREVENTION AND RESOLUTION COMMITTEE will be issued within a maximum period of 60 (sixty) days, counting from the date of presentation of the last statement or document necessary for the evaluation of the case, as determined by the DISPUTE PREVENTION AND RESOLUTION COMMITTEE.
- 4.27.1. If the reasoned opinion of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE is given in a period longer than that stipulated in item 4.25, the fees of the members of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE, specific to the procedure, will be reduced by 2% (two percent) per day of delay, unless a reasoned justification is presented by the DISPUTE PREVENTION AND RESOLUTION COMMITTEE, accepted by the PARTIES.
- 4.27.2. Regardless of the submission of the dispute for formal deliberation by the DISPUTE PREVENTION AND RESOLUTION COMMITTEE, the latter will prioritize, whenever possible, the search for a consensual solution between the PARTIES, and may, at any time, adopt the measures it deems necessary to enable the consensual resolution of the dispute.
- 4.27.3. The PARTIES may define, by consensus, in the regulations provided for in item 4.33, an expedited procedure for the analysis, by the DISPUTE PREVENTION AND RESOLUTION COMMITTEE, of disputes related to the measurement of PERFORMANCE INDICATORS.
- 4.28. The reasoned statements of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE shall be considered approved if they have the favorable vote of the absolute majority of its members.
- 4.28.1. The statements of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE shall be in writing.
- 4.28.2. If it is not possible to obtain an absolute majority among the members of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE, no decision of an adjudicatory nature shall be considered to have existed for the PARTIES.
- 4.28.3. In non-unanimous decisions, disagreements with the majority vote shall necessarily be set out in writing and duly motivated.
- 4.29. Under the terms agreed upon by the PARTIES, the reasoned opinion of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE, including those of a precautionary nature, in the event provided for in item 4.22.9, shall assume the nature of a binding decision for the PARTIES and the REGULATORY AUTHORITY, as long as no arbitration or judicial decision modifies, nullifies, annuls or suspends its effects.
- 4.29.1. With the exception of the provisions of item 4.28, no appeal shall be admissible against the decisions of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE, and any of the PARTIES, if they do not agree with the decision, may submit the matter to arbitration, as long as the prescriptive term has not expired.
- 4.29.2. The decision issued by the DISPUTE PREVENTION AND RESOLUTION COMMITTEE results in the creation of a contractual obligation for the PARTY to which it is addressed, and failure to comply with any decision of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE has the same nature and the same consequences as a breach of contract, including for the purposes of applying the fines provided for in the CONTRACT.
- 4.29.3. When deciding on the dispute, the DISPUTE PREVENTION AND RESOLUTION COMMITTEE shall set a technically appropriate deadline for the PARTIES to comply with the decision, and shall consider, when quantifying the deadline, the economic-financial, technical and legal complexity of fulfilling the obligation(s) by the PARTY(IES) responsible for readjusting the conduct.
- 4.29.4. The decisions issued by the DISPUTE PREVENTION AND RESOLUTION COMMITTEE that determine that one of the PARTIES is obliged to pay an amount to the other PARTY shall grant a minimum period of 30 (thirty) days for the fulfillment of the obligation.

- 4.29.4.1. Considering the provisions of item 4.27.4, the GRANTING AUTHORITY shall, in view of a decision by the DISPUTE PREVENTION AND RESOLUTION COMMITTEE that assigns it an obligation to pay, adopt the necessary measures to make the budgetary resources available and to pay the amount due.
- 4.29.4.2. In the event of non-fulfillment of the contractual obligation determined in accordance with item 4.27.4:
- i. the GRANTING AUTHORITY may satisfy the credit by using the resources available in the CENTRALIZING ACCOUNT, offsetting with amounts owed to the CONCESSIONAIRE or executing the PERFORMANCE GUARANTEE, without prejudice to the adoption of measures to seek fulfillment of the obligation through other dispute resolution mechanisms provided for in this EXHIBIT; and
 - ii. the CONCESSIONAIRE may satisfy the credit by offsetting with amounts owed to the GRANTING AUTHORITY, without prejudice to the adoption of measures to seek fulfillment of the obligation through other dispute resolution mechanisms provided for in this EXHIBIT.
- 4.29.4.3. In the event provided for in item 4.27.4.2, once the payment term has elapsed, late payment charges corresponding to the pro rata temporis variation of the SELIC rate will be applied, which will not be combined with any monetary correction index or any other late payment or remuneration charge.
- 4.30. In the event of obscurity, contradiction, omission or material error contained in the statement of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE, either PARTY may, within 15 (fifteen) days, request its review, granting the same period for the other PARTY to respond to the request for review.
- 4.31. All expenses necessary for the establishment and operation of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE shall be paid in advance by the CONCESSIONAIRE.
- 4.31.1. The members of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE shall be entitled to: (i) a fixed remuneration for the ordinary monitoring of the CONTRACT, including participation in the meetings referred to in item 4.22, the analysis of reports and other documents submitted by the PARTIES, pursuant to item 4.7, and administrative and office expenses; and (ii) variable remuneration for the resolution of specific disputes submitted by the PARTIES.
- 4.31.2. The remuneration of the members of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE shall be proposed by the CONCESSIONAIRE and approved by the GRANTING AUTHORITY, and shall observe for the fees, as a minimum limit, the lowest amount, and, as a maximum limit, the highest amount, among those provided for in specific regulations for dispute resolution committees of any of the chambers registered with the State of São Paulo to conduct arbitration proceedings, pursuant to item 5.6 of this EXHIBIT.
- 4.31.2.1. In the event of disagreement between the PARTIES regarding the adequacy of the remuneration amount of the members of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE, the dispute shall be settled by the International ADR Center of the International Chamber of Commerce ("ICC"), or another that provides such services, or, in the event of impossibility, by the Judiciary.
- 4.31.3. Upon dissolution of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE, as provided for in item 4.1.1, the expenses paid in advance by the CONCESSIONAIRE with the DISPUTE PREVENTION AND RESOLUTION COMMITTEE shall be reimbursed, at 50% (fifty percent) of the amount spent, by the GRANTING AUTHORITY.
- 4.31.3.1. The reimbursement referred to in item 4.29.3 shall be made by any of the economic-financial rebalancing methods permitted in the CONTRACT.
- 4.31.3.2. The reimbursement referred to in item 4.29.3 shall include the expenses with fees and expenses of the members of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE, expenses with travel, accommodation and transfers,

including for witnesses, and expenses with expert assessments and production of other evidence, but expenses incurred by the CONCESSIONAIRE with its attorneys, agents, representatives, lawyers or assistants of any nature may not be included.

4.31.3.3. The expenses provided for in items 4.29.1 and 4.29.2 shall be borne by the losing party in the procedure, and the distribution provided for in item 4.29.3 does not apply.

4.31.4. The DISPUTE PREVENTION AND RESOLUTION COMMITTEE may, when deciding on a dispute submitted to it, determine a division of costs different from that provided for in item 4.29.3, exclusively to attribute to one of the PARTIES full responsibility for costs that have been unnecessarily incurred, due to the PARTY's inappropriate or delaying conduct.

4.31.4.1. In the decision referred to in item 4.29.4, the DISPUTE PREVENTION AND RESOLUTION COMMITTEE may not, under any circumstances, attribute to one of the PARTIES responsibility for costs incurred by the other PARTY with attorneys, agents, representatives, lawyers or assistants of any nature.

4.32. At any time, the PARTIES may, by consensus, dissolve the DISPUTE PREVENTION AND RESOLUTION COMMITTEE and, if there is mutual interest, reconstitute it by appointing new members.

4.32.1. Once the period provided for in item 4.1.1 has elapsed, with the dissolution of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE, the PARTIES may, by consensus, establish a new DISPUTE PREVENTION AND RESOLUTION COMMITTEE, to act ad hoc to settle disputes arising after its dissolution, or with the aim of monitoring a new period of contractual execution.

4.32.1.1. The DISPUTE PREVENTION AND RESOLUTION COMMITTEE established ad hoc shall observe, to the extent compatible, the rules set forth in this item 4, and may, at the discretion of the PARTIES, be established with 03 (three) members, or with a single member.

4.32.1.2. In the event of opting to establish an ad hoc DISPUTE PREVENTION AND RESOLUTION COMMITTEE, with a single member, this shall necessarily be chosen by mutual agreement between the PARTIES, and the establishment of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE shall be waived if the PARTIES are unable to reach consensus on the nomination.

4.33. The submission of any issue to the DISPUTE PREVENTION AND RESOLUTION COMMITTEE does not exempt the CONCESSIONAIRE or the GRANTING AUTHORITY from fully complying with their contractual obligations, except exclusively for obligations relieved by decisions issued by the DISPUTE PREVENTION AND RESOLUTION COMMITTEE, even if on a precautionary basis.

4.33.1. Any breach of contract, or delay in fulfilling a contractual obligation, during the period of dispute resolution submitted to the DISPUTE PREVENTION AND RESOLUTION COMMITTEE for consideration, will entail the consequences provided for in the CONTRACT, including the application of contractual fines, regardless of the outcome of the dispute.

4.33.2. From the submission of any controversy for formal consideration by the DISPUTE PREVENTION AND RESOLUTION COMMITTEE, and until its decision is made, neither PARTY may submit the same controversy to the arbitration mechanism provided for in this CONTRACT.

4.34. The establishment of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE and the submission of substantiated statements by it do not affect the prerogatives and powers of the control authorities.

4.35. The CONTRACT manager appointed by the GRANTING AUTHORITY shall inform the Legal Consultancy of the REGULATORY AGENCY when any controversy is instituted with the DISPUTE PREVENTION AND RESOLUTION COMMITTEE, as provided for in item 4.5, so that the Attorney General's Office of the State of São Paulo may assess the advisability of appointing a representative to monitor the procedure.

4.36. The DISPUTE PREVENTION AND RESOLUTION COMMITTEE may, in compliance with the provisions contained in this item 4, prepare regulations detailing the rules of its operation.

4.36.1. The PARTIES may, by consensus, decide to establish the DISPUTE PREVENTION AND RESOLUTION COMMITTEE with a specialized institution, provided that it is one of the chambers registered by the State of São Paulo for the resolution of disputes involving the Direct Administration and its autarchies, in accordance with State Decree No. 64,356/2019, or another rule that replaces it, in which case the regulations of the elected chamber may be adopted, provided that they do not conflict with the discipline established in this item 4.

5. ARBITRATION

5.1. The PARTIES shall submit to institutional arbitration disputes over available property rights, related to the interpretation or execution of this CONTRACT, in accordance with Federal Law No. 9,307/96, which have not been resolved by the procedure provided for in item 2 or by mediation, when initiated by the PARTIES.

5.1.1. Without prejudice to other hypotheses, the following are considered disputes over available property rights:

- i. Recognition of the right and determination of the respective amount of the economic-financial imbalance of the CONTRACT and the amount necessary for its rebalancing, in favor of either PARTY;
- ii. Recognition of cases of contractual default by either PARTY, and calculation of the pecuniary penalties applied;
- iii. Request for contractual termination, made by the CONCESSIONAIRE, due to contractual default attributed to the GRANTING AUTHORITY;
- iv. Disagreements regarding the calculation or adjustment of the PUBLIC CONSIDERATION DUE, the PUBLIC CONTRIBUTION, and the adjustment of the BASE TOLL RATE;
- v. Disputes related to the performance of the CONCESSIONAIRE and the calculation of the QUALITY AND PERFORMANCE INDEX;
- vi. Disputes arising from the execution of the guarantee mechanisms stipulated in the CONTRACT;
- vii. Interpretation of the risk-sharing mechanisms provided for in the CONTRACT; and
- viii. Amount of any compensation due in the event of termination of the CONTRACT, and any disagreement between the PARTIES regarding the RETURNABLE ASSETS and their compliance with the terms provided for in the CONTRACT.

5.2. Without prejudice to other hypotheses, the following are not considered disputes related to available property rights and are not subject to arbitration:

- i. Issues related to non-transferable available rights;
- ii. The nature and public ownership of the DELEGATED SERVICES;
- iii. the power of regulation and inspection, as well as its exercise by the REGULATORY AUTHORITY and the GRANTING AUTHORITY;
- iv. The exercise of the power to impose pecuniary and administrative penalties on the CONCESSIONAIRE, except exclusively for the assessment of the factual assumptions for the imposition of specific penalties, or disagreements regarding the calculation of pecuniary penalties;
- v. The exercise of the right of nationalization or the decision to declare the expiration of the CONTRACT, or even the decision regarding other forms of contractual termination at the initiative of the GRANTING AUTHORITY, except, in cases of expiration or

unilateral termination of the CONTRACT, disagreements regarding the occurrence of the factual assumptions that legitimize it; and

- vi. Immediate relief, intervention and measures for the continuity of the DELEGATED SERVICES;

- 5.3. Any losses caused in the exercise of legally guaranteed administrative powers, as well as any right to corresponding compensation, may be determined through arbitration.
- 5.4. As a prerequisite for the initiation of arbitration proceedings, the GRANTING AUTHORITY and the CONCESSIONAIRE shall identify by name any financier of the claim.
- 5.5. The arbitration shall be governed by law, applying the rules of the Federative Republic of Brazil, the technical standards and the rules of the REGULATORY AUTHORITY, and judgment by equity shall be prohibited.
 - 5.5.1. The decisions of the ARBITRAL TRIBUNAL shall observe any judicial precedents that, under current Brazilian legislation, are binding and require their observance by the authorities of the Judiciary.
- 5.6. The PARTIES may, prior to the initiation of arbitration, request the competent judicial authority, as provided for in Item 6.1, (iii), of this Exhibit, to order the pertinent precautionary or provisional measures.
 - 5.6.1. The request made by one of the PARTIES to a judicial authority to obtain such measures shall not be considered as a breach or waiver of the arbitration agreement and shall not compromise the jurisdiction of the ARBITRAL TRIBUNAL in this regard.
 - 5.6.2. Any requests or measures implemented by the judicial authority shall be notified to the ARBITRAL TRIBUNAL by the PARTY that requested the measure, at the first opportunity in which it contacts the ARBITRAL TRIBUNAL.
- 5.7. The PARTY shall file its request for arbitration before a chamber registered by the State of São Paulo for the resolution of disputes involving the Direct Administration and its autarchies, in accordance with State Decree No. 64,356/2019.
 - 5.7.1. In the event that there is no arbitration chamber registered by the State of São Paulo, the PARTY may file its request for arbitration before any arbitration chamber that meets the following requirements:
 - i. It shall have available space for holding hearings and secretarial services, at no additional cost to the parties, in the city of São Paulo;
 - ii. Be regularly constituted for at least five years;
 - iii. Meet the legal requirements for receiving payment by the Public Administration of the State of São Paulo; and
 - iv. Have recognized suitability, competence and experience in the administration of arbitration procedures with the Public Administration.
- 5.8. The arbitration procedure will comply with the provisions of Federal Law No. 9,307/1996 and State Decree No. 64,356/2019, the regulations of the adopted arbitration chamber and the provisions contained in this CONTRACT.
 - 5.8.1. The ARBITRAL TRIBUNAL may not consider, under any circumstances, documents that have been presented in non-compliance with the provisions of item 5.5.
- 5.9. The language to be used in the arbitration proceedings will be Brazilian Portuguese, with the possibility of using bilingual arbitration (Portuguese and another language) in duly justified cases, at the discretion of the ARBITRAL TRIBUNAL.
 - 5.9.1. If the arbitration is bilingual, the CONCESSIONAIRE shall bear the expenses related to the

translation of the documents, even when the translated materials are the result of acts carried out by the REGULATORY AUTHORITY or the GRANTING AUTHORITY, and these costs will not be included in the procedural costs and expenses for the purposes of reimbursement of arbitration costs.

- 5.9.2. If there are discrepancies between the content of the decisions or statements presented by the PARTIES' attorneys in the arbitration in the Portuguese and foreign language versions, the content of the versions prepared in Portuguese will prevail.
- 5.10. The production of technical documents in other languages is admissible, with the use of a sworn translation in the event of disagreement between the PARTIES regarding their meaning.
- 5.11. The acts of the arbitration procedure will be public, subject to the legal hypotheses of confidentiality, judicial secrecy, industrial secrecy or when essential to the security of society and the State, and shall be justified in each case.
- 5.12. The following documents relating to ongoing arbitration proceedings will be made available on the World Wide Web: petitions, expert reports, arbitration terms and arbitrators' decisions.
 - 5.12.1. Other documents related to the arbitration procedure may be requested through the Integrated Citizen Information System (SIC.SP).
 - 5.12.2. The hearings of the arbitration procedure may be reserved for the arbitrators, secretaries of the ARBITRAL TRIBUNAL, PARTIES and REGULATORY AUTHORITY, their respective representatives and attorneys, witnesses, technical assistants, experts, employees of the arbitration chamber and other persons previously authorized by the ARBITRAL TRIBUNAL.
- 5.13. The ARBITRAL TRIBUNAL will be composed of three members, appointed in accordance with the regulations of the arbitration chamber.
 - 5.13.1. The appointed arbitrator shall meet the following requirements:
 - 5.13.1.1. Be in full civil capacity;
 - 5.13.1.2. Have technical training and professional experience recognized and compatible with their functions, with proven knowledge of the subject of the CONTRACT, demonstrated through a resume, or other document capable of attesting to the experience obtained;
 - 5.13.1.3. Not to have, with the PARTIES or with the dispute submitted to it, relationships that characterize partiality or conflict of interests, configuring as such, but not limited to:
 - i. the cases of impediment and suspicion imposed on judges of Law, provided for in the Code of Civil Procedure;
 - ii. if the person indicated carries out legal activities, the existence of a lawsuit sponsored by him, or by a firm with which he is associated, against any of the PARTIES, even if it concerns a matter unrelated to the subject of the dispute;
 - iii. the situations provided for in the Red and Orange Lists of the IBA – International Bar Association Guidelines, relating to Conflicts of Interest in International Arbitration; and
 - iv. the performance, in the last 6 (six) months, as a director, manager, employee, outsourced contractor, administrator or partner of the CONCESSIONAIRE, of the CONCESSIONAIRE's shareholders, of its ECONOMIC GROUPS, of the SUBCONTRACTED OPERATOR, if any, of the GRANTING AUTHORITY or of any body or entity of the Public Administration of the State of São Paulo.
 - 5.13.1.4. Make a commitment to be available for the proceeding and other activities inherent to the role.
 - 5.13.2. Persons who are not on the list of arbitrators of the arbitration chamber may be appointed as

members of the ARBITRAL TRIBUNAL.

- 5.13.3. Those who have acted in another role in the CONTRACT, notably as members of the INDEPENDENT AUDITOR's team, or who have acted as mediators or as members of the DISPUTE PREVENTION AND RESOLUTION COMMITTEE, may not be appointed as arbitrators.
- 5.13.4. All those nominated to compose the ARBITRAL TRIBUNAL who work in other professional activities will be asked to inform about any provision of services that may place them in conflict of interest with the Public Administration, in order to assess their independence and impartiality and without prejudice to other obligations inherent to the duty of disclosure provided for in Federal Law No. 9,307 on September 23, 1996.
- 5.13.5. All those nominated to compose the ARBITRAL TRIBUNAL who practice law will be asked to report on the existence of a lawsuit sponsored by them, or by a law firm of which they are associated, against the Public Administration, as well as the existence of a lawsuit sponsored by them or by a law firm of which they are associated, in which a topic related to that submitted to the respective arbitration procedure is discussed.
- 5.13.6. In the case of arbitration with multiple parties, such as claimants and/or defendants, there shall be consensus on the method of appointing an arbitrator by the parties forming part of the same group. In the absence of consensus, the rules of the elected arbitration chamber shall be observed.
- 5.14. The arbitration award will be issued in Brazil and the proceedings will be carried out in the capital of the State of São Paulo, or in another location previously agreed upon by the PARTIES.
- 5.15. If the arbitration award is not issued by consensus among the members of the ARBITRAL TRIBUNAL, the tiebreaker criterion provided for in the rules of the adopted arbitration chamber will be adopted.
- 5.16. The payment of costs and expenses related to the arbitration proceedings will comply with the regime of defeat provided for in the Code of Civil Procedure, and the losing PARTY shall not be ordered to reimburse the contractual attorney fees of the winning PARTY.
- 5.17. The provision of costs shall be made by the CONCESSIONAIRE, in accordance with § 2 of article 18 of State Law No. 16,933/2019, regardless of the PARTY that initiated the arbitration, and, when applicable, the expenses will be reimbursed according to the subsequent deliberation of the ARBITRAL TRIBUNAL in a final award, in accordance with the rules of the arbitration chamber regulations.
 - 5.17.1. If expert evidence is required, an independent expert will be appointed by mutual agreement between the PARTIES or, in the absence of an agreement, by the ARBITRAL TRIBUNAL, and the costs of the expert assessment, including expert fees, shall be paid in advance by the CONCESSIONAIRE, in accordance with item 5.17.
 - 5.17.2. The PARTIES may indicate technical assistants of their trust to monitor the production of the expert evidence, and the respective costs will not be subject to reimbursement, regardless of the result of the arbitration proceedings.
- 5.18. The PARTIES acknowledge that decisions issued by the ARBITRAL TRIBUNAL may be regularly enforced in Brazil, following the procedure for enforcement against the Public Treasury, and the GRANTING AUTHORITY does not have any sovereign immunity that inhibits enforcement.
 - 5.18.1. Decisions issued by the ARBITRAL TRIBUNAL that impose a pecuniary obligation on the GRANTING AUTHORITY shall be enforced according to the system of court orders or small-value obligations, under the same conditions imposed on other judicial enforcement instruments.
 - 5.18.2. Decisions of the ARBITRAL TRIBUNAL that impose on the GRANTING AUTHORITY the obligation to restore the economic and financial balance of the CONTRACT shall grant the GRANTING AUTHORITY a period to choose the chosen recovery mechanism, among those provided for in the CONTRACT.
 - 5.18.2.1. If the GRANTING AUTHORITY, within the period provided for in item 5.18.1, chooses to restore the balance of the CONTRACT by paying compensation to the

CONCESSIONAIRE, the corresponding obligation shall be fulfilled according to the procedure provided for in the CONTRACT.

- 5.19. The arbitration award will be considered as the final decision regarding the dispute between the PARTIES, irrevocable and binding between them.

6. JURISDICTION

- 6.1. The Court of the District of São Paulo, State of São Paulo, shall have exclusive jurisdiction to hear and judge any and all claims that:
- i. do not concern disposable property rights;
 - ii. are excluded from arbitration jurisdiction as per item 5.2; or
 - iii. are of a precautionary, anticipatory or urgent nature, which cannot await the establishment of the ARBITRATION COURT for its respective assessment, in compliance with the rules set forth in item 5.6.