

**EXHIBIT 24****RULES ON INVOLUNTARY DISPLACEMENTS**

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

Elements that shall be observed by the CONCESSIONAIRE when carrying out expropriations or resettlements of properties and/or the population residing in areas affected by the construction and/or operation of the INTERCONNECTION SYSTEM, which may be carried out by means of expropriation, with the respective payment of prior compensation by the CONCESSIONAIRE to the property owners, or resettlement of families. Families displaced by means of expropriation or resettlement and classified as socioeconomically vulnerable may choose, before the CONCESSIONAIRE, (i) to be placed in housing complexes, (ii) to purchase regular residential properties available on the regional real estate market, or (iii) to exchange properties with another family unit to remain in the neighborhood to be expropriated. Until the family is relocated by the CONCESSIONAIRE through the alternatives provided for in this EXHIBIT, the CONCESSIONAIRE shall pay social rent.

## **1. PLAN FOR EXPROPRIATION OF IMPLEMENTATION WORKS**

1.1. The CONCESSIONAIRE shall submit to the REGULATORY AUTHORITY the PLAN FOR EXPROPRIATION OF IMPLEMENTATION WORKS within 30 (thirty) days of delivery of the FUNCTIONAL PROJECT for the IMPLEMENTATION WORKS.

1.1.1. The PLAN FOR EXPROPRIATION OF IMPLEMENTATION WORKS shall be updated after 30 (thirty) days of delivery of the EXECUTIVE PROJECT.

1.1.2. The PLAN FOR EXPROPRIATION OF IMPLEMENTATION WORKS shall include the following minimum content:

1.1.2.1. Indication of the areas that require expropriation, establishment of administrative easement or temporary occupation of private properties for the execution of the IMPLEMENTATION WORKS;

1.1.2.2. Proposed schedule for expropriation actions, establishment of administrative easement and temporary occupation and for the publication of DECLARATIONS OF PUBLIC UTILITY, observing: (i) the dates scheduled for execution of the IMPLEMENTATION WORKS in the PHYSICAL-EXECUTIVE SCHEDULE; (ii) the milestones for sending the documentation necessary for issuing the DECLARATIONS OF PUBLIC UTILITY; and (iii) the milestones for issuing DECLARATIONS OF PUBLIC UTILITY

## **2. ISSUANCE OF DECLARATIONS OF PUBLIC UTILITY**

2.1 The CONCESSIONAIRE shall send to the REGULATORY AUTHORITY and the INDEPENDENT CERTIFIER within 30 days of submitting the PLAN FOR EXPROPRIATION OF IMPLEMENTATION WORKS and at least 120 (one hundred and twenty) days before the date scheduled for issuing the DECLARATION OF PUBLIC UTILITY, the following documents for issuance:

- i. Description and survey of the areas to be expropriated;
- ii. Indication of the respective owners and holders;
- iii. Indication of the destination of the properties;
- iv. Designation of the GRANTING AUTHORITY as the winning tenderer and the CONCESSIONAIRE as the person responsible for conducting the expropriation process;
- v. Indication of the applicable legal provisions;
- vi. Registration plan (or drawing) signed by the person in charge;

- vii. Macro assessment report and individual report, dated and accompanied by the aforementioned exhibits, signed by the person in charge;
  - viii. Declaration, signed by the person in charge of the CONCESSIONAIRE, that there is no incidence of municipal, state or federal area in the areas to be expropriated;
  - ix. Declaration, signed by the person in charge of the CONCESSIONAIRE, that there is no overlap of areas between the one described and any other decree declaring public utility;
  - x. Declaration, signed by the person in charge of the CONCESSIONAIRE, that the areas to be expropriated are entirely necessary for the execution of the construction and/or operation of the INTERCONNECTION SYSTEM;
  - xi. Individualized descriptive reports of the areas to be expropriated, dated and signed by the person in charge of the CONCESSIONAIRE;
  - xii. Updated copy(ies) of the registration(s), or transcription of records by the competent registry office, if applicable, based on the currentness criterion of the date of assessment of the document by the GRANTING AUTHORITY;
  - xiii. Draft decree of DECLARATION OF PUBLIC UTILITY, containing, in particular, the requirements set forth in items (i), (ii), (iii), (iv), (v) and (vi) of this 2.1.
- 2.2 The GRANTING AUTHORITY shall be responsible for publishing the DECLARATIONS OF PUBLIC UTILITY necessary for the CONCESSIONAIRE to carry out the expropriations, within 90 (ninety) days from receipt of all the information referred to in item 2.1.
- 2.3 In the event of failure to comply with the deadline established in item 2.2, the GRANTING AUTHORITY shall assume the risk of the impacts directly resulting therefrom, unless it is demonstrated that the CONCESSIONAIRE did not present all the information necessary for issuing the DECLARATION OF PUBLIC UTILITY, as indicated in item 2.1.
- 2.4 Once the DECLARATION OF PUBLIC UTILITY has been published, the CONCESSIONAIRE shall:
- 2.4.1.1 Within 20 (twenty) days, proceed with the physical registration of the property at a notary's office, obtaining the pertinent registration data with the property's qualification and its physical evaluation and/or prior identification with the Municipality; and
  - 2.4.1.2 Within 60 (sixty) days, prove to the GRANTING AUTHORITY that the relevant legal lawsuits have been filed to promote expropriations and resettlements, and the CONCESSIONAIRE shall conduct such lawsuits diligently, or adopt the necessary measures to obtain out-of-court agreements with those responsible for the areas.
- 2.5 In expropriation and resettlement lawsuits, the CONCESSIONAIRE shall find a solution that minimizes the economic impact of the expropriation, including considering social aspects and proposals with technically viable solutions, with the best use of the lands listed in the DECLARATION OF PUBLIC UTILITY.
- 2.6 The CONCESSIONAIRE shall, within the scope of the expropriation and resettlement processes, observe the PERFORMANCE STANDARDS, as indicated in EXHIBIT 6, even

2.7 The GRANTING AUTHORITY and/or the REGULATORY AUTHORITY may request, at any time, documents and information related to the expropriation processes.

2.8 Without prejudice to item 2.7 above, the CONCESSIONAIRE shall submit monthly reports to the REGULATORY AUTHORITY and the GRANTING AUTHORITY, detailing the status of each property and including the following information:

- i. the reports of lawsuits shall contain the following information: a. address of the property; b. name of the holder of the property or possession of the property; c. number of the legal proceeding and court; d. type of request (expropriation, vacating or establishment of administrative easement, total or partial, with the possibility of cumulation of requests); e. value of the initial offer considering compliance with the PERFORMANCE STANDARDS; f. value of the preliminary appraisal report, considering the PERFORMANCE STANDARDS; g. value of the final appraisal report, considering the PERFORMANCE STANDARDS; h. date of any order authorizing the withdrawal of 80% (eighty percent) of the judicial deposits; i. date of possession; j. value of compensation set by the court ruling; l. percentage of compensatory and default interest set; m. basis for calculating compensatory and default interest; n. percentage of attorney's fees; o. basis for calculating attorney's fees; and p. description of facts identified that have prevented, or have the potential to prevent, obtaining possession of the property within the stipulated period.
- ii. The reports of lawsuits shall also be accompanied by the following documents: a. writ and deed of possession, prepared, respectively, by the court registry where the legal proceedings are being processed and by the court officer responsible for enforcing the possession order; b. registration survey of the property with the respective Municipal Public Authority; c. individualized registration planialtimetric topographic survey of the property, the land and any improvements thereto; d. property survey and extract of consultation of municipal real estate tax debts; e. certificate of cadastral data of the property; f. IPTU; g. extract of consultation of the reference market value; and h. property registration certificate, with the registration of the award letter in the name of the GRANTING AUTHORITY.
- iii. In the case of amicable agreements, the aforementioned reports shall contain the following information and documents: a. address of the property; b. name of the holder of possession or ownership of the property; c. progress of negotiations and, if applicable, the statement of the INDEPENDENT CERTIFIER attesting that the amount paid is in line with market practices, guaranteeing housing with equal or higher parameters in the same municipality, complies with applicable legislation and PERFORMANCE STANDARDS; d. copy of the agreement entered into, if applicable, with notarization; e. registration survey of the property with the respective Municipal Public Authority; f. individualized registration planialtimetric topographic survey of the property, the land and any improvements; g. property survey and extract of consultation of municipal real estate tax debts;

h. certificate of registration data of the property; i. IPTU; and j. extract of consultation of the reference market value.

2.9 In cases where the CONCESSIONAIRE has used its best efforts, but, nevertheless, the proposed schedule for the expropriation lawsuits in the IMPLEMENTATION WORKS EXPROPRIATION PLAN is delayed, this may be renegotiated without any penalties being imposed on the CONCESSIONAIRE, provided that (i) the CONCESSIONAIRE has complied with the established deadlines and; (ii) the CONCESSIONAIRE has not contributed to the extension of the deadlines provided, observing the economic-financial balance of the CONTRACT.

2.10 The CONCESSIONAIRE shall request, within 30 (thirty) days, from the issuance of the award letter for the property that has been expropriated or subjected to administrative easement, or from the conclusion of the amicable expropriation process or negotiated acquisition, at its own expense, the registration of the property ownership in the Real Estate Registry Office, in the name of the GRANTING AUTHORITY.

2.11 If the CONCESSIONAIRE verifies the need to use areas that are not included in the DECLARATION OF PUBLIC UTILITY and that are necessary to carry out the interventions, verified in the progress of the works, or the need to rectify the areas already included in the DECLARATION OF PUBLIC UTILITY, the CONCESSIONAIRE shall present to the GRANTING AUTHORITY all the elements and documents necessary for the DECLARATION OF PUBLIC UTILITY of the properties to be expropriated, vacated or on which administrative easements will be instituted, including the Macro Assessment Report or individualized report, if applicable.

### **3. RESETTLEMENT ACTION PLAN (PAR) AND LIVELIHOOD RECOVERY PLAN (PRMS)**

3.1. The CONCESSIONAIRE shall prepare the Resettlement Action Plan (RAP) and the Livelihood Recovery Plan (PRMS) in accordance with the provisions of EXHIBIT 6 and listed below:

3.1.1. In case of land acquisition and land release of areas necessary for construction, that is, the eventual need to conduct involuntary resettlement processes (physical and/or economic displacement), comply with the legal requirements and international standards on Human Rights, as well as the provisions of IFC Performance Standard 5 (IFC, 2012) and corresponding guidance notes. In this case, the CONCESSIONAIRE shall:

3.1.1.1. Avoid, and when not possible, minimize displacement (physical or economic) by exploring alternatives;

3.1.1.2. Determine a cut-off date for studies that will support land acquisition and involuntary resettlement, including for precise mapping of areas, with description of uses, census, inventory of assets, socioeconomic study, among others.

3.1.1.3. Anticipate and avoid or, where this is not possible, minimize adverse environmental and social impacts arising from land acquisition or restrictions on its use, ensuring that resettlement activities are carried out after appropriate disclosure of information, consultation and informed participation of affected parties;

- 3.1.1.4. Develop and implement a Resettlement Action Plan (RAP) to manage adverse impacts caused by physical and/or economic displacement, as well as a Livelihood Recovery Plan (LRRP).
  - i. The RAP should include provisions to fill gaps between PS5 and local regulations (on depreciation, informal settlers, tenure security, livelihood restoration, mitigation measures for employees of affected companies) and mitigations for all current users of acquired/yet-to-be-acquired land who should be compensated in accordance with PS5.
  - ii. For affected persons who have been deemed eligible for compensation and other benefits/rights or who have already been compensated but continue to occupy acquired land, the CONCESSIONAIRE shall provide: relocation assistance; (ii) sufficient time to harvest existing crops; and (iii) access and the right to salvage materials and property. This group also includes legal holders who have taken legal or administrative action to request increased compensation and other rights.
- 3.1.1.5. Develop an adequate process for engaging stakeholders in decision-making related to resettlement and livelihood recovery.
- 3.1.1.6. Develop and implement accessible and culturally appropriate complaints mechanisms to record and address potential complaints about the impacts generated by physical and economic displacement, including people affected in the past by involuntary displacement resulting from interventions in the INTERCONNECTION SYSTEM. Anonymity shall be guaranteed for complainants and a specialized social technical team shall be made available to respond to complaints submitted by affected people, directly in the field.
- 3.1.1.7. Consider fair and full compensation for the costs of replacing goods and properties affected by the activities covered by the CONTRACT, in accordance with the provisions of Clause 19.1, item xxxviii, of the CONTRACT. Regardless of the number of people, compensation for the full cost of replacing lost land and other assets, as well as the provision of necessary assistance, as prescribed by Performance Standard 5, should be considered.
- 3.1.1.8. Identify and define appropriate measures for vulnerable people, as well as identify and address gender-related specificities.
- 3.1.2. In the case of complaints about past land acquisition and/or resettlement, indicate them to the CONCESSION AUTHORITY for possible mitigation measures in line with PS5.
- 3.1.3. The Resettlement Action Plan and Livelihood Recovery Plan should be developed based on:
  - 3.1.3.1. The objective of maintaining or improving the living conditions of physically displaced people by providing adequate housing with security of tenure in the resettlement sites.

- 3.1.3.2. Prior and informed consultations with affected people, considering the results of these in the decision-making process for involuntary resettlement and in the preparation of such plans.
  - 3.1.3.3. Detailed socioeconomic census of affected people, including identification of vulnerable groups and mapping of vulnerabilities (social, economic, territorial, marginalization and exclusion, health, etc.), inventory of affected lands and assets, uses of areas to be released, among other information relevant to the plans.
  - 3.1.3.4. Definition of eligibility criteria considering formal and informal rights of affected people, for compensation, indemnity and/or other measures (e.g. assistance) in line with PD5.
- 3.1.4. The Resettlement Action Plan (RAP) and the Livelihood Recovery Plan (PRMS) should be supported by:
- 3.1.4.1. Information disaggregated by gender and identification of vulnerabilities.
  - 3.1.4.2. Identification and adequate classification of adverse impacts on their livelihoods associated with the acquisition of land required for the release of areas.
  - 3.1.4.3. Thematic maps that identify features such as population settlements, infrastructure and social services, cultural heritage, soil composition, areas of natural vegetation, water resources, occurrence of other environmental resources and land use patterns, which should be prepared containing detailed information on the affected areas, disaggregated by types of current and potential uses, where possible. The maps support planning and provide a spatial reference or baseline to protect the INTERCONNECTION SYSTEM from complaints from people moving to the affected area after the cut-off date.
  - 3.1.4.4. Census of affected people and registration of them according to their location. It has five interrelated functions: enumeration and collection of basic information on the affected population; registration of the affected population by residence or location; establishment of a list of legitimate beneficiaries in terms of eligibility, before the start of works to prevent people who are not entitled to claim benefits; subsidize socioeconomic studies that support the determination of compensation measures for the recovery of livelihoods; and provide a baseline for monitoring, assessment and evaluation.
  - 3.1.4.5. Inventory of affected assets: This inventory should cover both loss of physical assets and loss of income. Communally held assets such as water sources, livestock grazing areas, irrigation systems and community structures should be considered. It is essential that planners consult with affected people during this step to develop a reasonable consensus on methods and formulas for assigning value to assets affected or lost due to involuntary resettlement.
  - 3.1.4.6. Socioeconomic studies of all affected people (including seasonal, migrant and host populations) as needed, and should collect and assess quantitative information supplementary to the census and inventory, as well as qualitative information in (supported) two important domains: (i) household-level income flows and livelihood strategies that may not be identified in the census and asset inventories; and (ii) structure, organization and economic interdependencies



identified in the affected communities. The analysis of the data obtained will support the identification of households at greater risk or with a greater degree of impact due to involuntary resettlement. The analysis of data and information obtained in the census, asset inventory, and socioeconomic studies should be carried out considering three objectives: (i) to provide the information necessary to determine the eligibility and rights matrix containing compensation measures, assistance, etc.; (ii) to support the definition of appropriate interventions for the recovery of livelihoods; and (iii) to provide quantifiable demographic, economic, educational, professional and health data and indicators for the control, monitoring and evaluation of the implementation of the Plans.

3.1.5. In addition to the consultations required to obtain data and information for the preceding steps, informed consultations should be held to share strategies for livelihood restoration in the Resettlement Action Plan and Livelihood Recovery Plan, and other essential components.

3.1.6. Development of a rights matrix, based on the methodology for assessing losses, to determine their replacement cost; a description of the types and levels of compensation proposed in accordance with local legislation, and the requirements of PS5; and the supplementary measures required to enable affected people to restore or improve their living conditions and livelihoods.

3.1.7. Provide compensation for the full replacement cost of lost land and improvements, identify development opportunities, establish eligibility criteria and a framework for compensation for all affected people (including host communities). Provision should also be made for adequate housing, with security of tenure, with special attention to meeting the needs of people classified as vulnerable, and gender-related issues.

3.2. The Resettlement Action Plan (PAR) and the Livelihood Recovery Plan (PRMS) shall be sent by the CONCESSIONAIRE to the REGULATORY AUTHORITY and the INDEPENDENT CERTIFIER within the same deadline as the PLAN FOR EXPROPRIATION OF THE IMPLEMENTATION WORKS.

#### **4. INVOLUNTARY DISPLACEMENT MECHANISMS**

4.1. Once the Resettlement Action Plan (PAR) and the Livelihood Recovery Plan (PRMS) have been prepared, the CONCESSIONAIRE shall apply and analyze the Option Term according to the model provided in EXHIBIT 18, to be completed by socioeconomically vulnerable families regarding the alternative chosen due to expropriation or resettlement, within 60 (sixty) days from the submission of the plans.

4.1.1. The Option Term shall be completed by socioeconomically vulnerable family units recognized through the Socioeconomic Vulnerability Survey, in accordance with EXHIBIT 18, with the aim of demonstrating the choice among the options provided for in item 5.

#### **5. NEW HOUSING ALTERNATIVES AFTER INVOLUNTARY DISPLACEMENT**

##### **Allocation in housing complexes**

5.1. The CONCESSIONAIRE may allocate the population to existing or future housing units in the STATE OF SÃO PAULO.

##### **Assisted purchase**



5.2. The CONCESSIONAIRE may assist the population in the assisted purchase of real estate, which will consist of the purchase of regular residential properties available on the regional real estate market. The amounts to be paid for the expropriated properties shall be compatible with the value per m2 of the surrounding regions, according to local market research supported by expert reports from qualified and experienced engineers, ensuring the right to replacement with a similar home or commercial operation in the city of Santos or Guarujá, as the case may be.

5.2.1. In the assisted purchase, the CONCESSIONAIRE shall: (i) assist families in the phase of prospecting for properties, according to the social and family profile of the occupants who have chosen this modality; (ii) prepare an individual appraisal report on the properties selected, considering the legal status of the properties and the inspection of the building; and (iii) support in the negotiation phase and purchase of the properties by the occupants.

### **Exchange**

5.3. The CONCESSIONAIRE may assist the population in the exchange of properties between the population of the areas impacted by the INTERCONNECTION SYSTEM and other owners in the region, and shall: (i) assist families in the phase of prospecting for properties, according to the social and family profile of the occupants who have chosen this modality; (ii) prepare an individual appraisal report on the properties selected, considering the legal status of the properties and the inspection of the building; and (iii) support in the negotiation phase and purchase of the properties by the occupants.

### **Social Rents**

5.4. Until the definitive INVOLUNTARY DISPLACEMENT of the population is carried out and it is necessary to relocate the population to begin interventions and works in the INTERCONNECTION SYSTEM, the CONCESSIONAIRE shall contribute with the social rent.

5.5. In social rents, the CONCESSIONAIRE shall (i) assist families in the property prospecting phase, according to the social and family profile of the occupants, (ii) prepare an individual appraisal report for the selected properties, considering the legal status of the properties and the building inspection; and (iii) support in the negotiation and rental phase of the properties

## **6. HIRING OF THE INDEPENDENT CERTIFIER**

6.1. The CONCESSIONAIRE shall present, on the EXECUTION DATE OF THE AGREEMENT, a list of three candidates to the REGULATORY AUTHORITY.

6.2. Within 10 (ten) days after the presentation of the list of three candidates for INDEPENDENT CERTIFIER by the CONCESSIONAIRE, the REGULATORY AUTHORITY shall approve the list or, if necessary, request adjustments.

6.3. In the event of approval of the triple list, at the same time, the REGULATORY AUTHORITY will select, by means of a draw, the INDEPENDENT CERTIFIER to be hired.

6.4. In the event of a request for adjustments to the triple list, the CONCESSIONAIRE (i) shall present a new list within 5 (five) days of the request submitted by the REGULATORY AUTHORITY; and (ii) the REGULATORY AUTHORITY shall carry out the approval within 5

(five) days and, on the same date, select the INDEPENDENT CERTIFIER, by means of a draw.

- 6.5. Within 5 (five) days of the selection, by means of a draw, by the REGULATORY AUTHORITY, the CONCESSIONAIRE shall hire the INDEPENDENT CERTIFIER.
- 6.6. The preparation of the triple list shall comply, cumulatively, with the criteria of broad technical reputation in the market and the absence of prohibitions on contracting with the Public Administration, as provided for in item 8.3 of the NOTICE.
- 6.7. The INDEPENDENT CERTIFIER, its representatives and employees on its staff, may not have had any prior relationship with this CONCESSION, any type of link with the CONCESSIONAIRE and its RELATED PARTIES, nor have received any form of remuneration from them, in the 12 (twelve) months preceding the publication of the NOTICE, nor may they have any type of link with the CONCESSIONAIRE and its RELATED PARTIES, nor receive any form of remuneration from them, in the 12 (twelve) months following the completion of the IMPLEMENTATION WORKS.
- 6.8. All costs and potential liabilities related to the hiring of the INDEPENDENT CERTIFIER will be exclusively attributed to the CONCESSIONAIRE, with no burden of any kind being borne by the REGULATORY AUTHORITY or the GRANTING AUTHORITY.
- 6.9. The CONCESSIONAIRE will be obliged to terminate the contract with the INDEPENDENT CERTIFIER, after a duly motivated decision by the DISPUTE PREVENTION AND RESOLUTION COMMITTEE, if it believes that reports or positions have been issued that are incompatible with the INDEPENDENT CERTIFIER's duty to act with technical rigor, independence and equidistance between the PARTIES.
- 6.10. The positions presented by the INDEPENDENT CERTIFIER will not be binding and will not be presumed to be correct, and will not limit the broad exercise of the inspection and regulatory powers granted to the REGULATORY AUTHORITY, in accordance with this EXHIBIT and the CONTRACT.