

EXHIBIT 18

DOCUMENT TEMPLATES

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

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

To the SECRETARIAT OF INVESTMENT PARTNERSHIPS

REF.: REQUEST FOR CLARIFICATION ON INTERNATIONAL TENDER No. 01/2025 – SANTOS-GUARUJÁ IMMERSSED TUNNEL**Request for Clarification**

Dear Sirs,

[TENDERER], through its legal representative(s), presents the following request for clarification regarding the TENDER NOTICE:

Number of the question asked	Item of the TENDER NOTICE	Clarification requested	Number of the question assigned and which will be included in the clarification minutes
1	Insert item of the TENDER NOTICE to which the requested clarification refers to.	Write clearly the desired clarification request in the form of a question	Leave it blank
2	Insert item of the TENDER NOTICE to which the requested clarification refers to.	Write clearly the desired clarification request in the form of a question	Leave it blank
3	Insert item of the TENDER NOTICE to which the requested clarification refers to.	Write clearly the desired clarification request in the form of a question	Leave it blank

Contact Person: [--]

Telephone: [--]

E-mail address: [--] [PLACE],

[DATE]

[TENDERER]

By their legal representative

ID Card No. [--]

CPF/MF (National Register of Individual Taxpayers) under no. [--]

2) CERTIFICATE OF OPTIONAL TECHNICAL VISIT**SPONSORED CONCESSION OF PUBLIC SERVICES FOR CONSTRUCTION, OPERATION, MAINTENANCE AND INVESTMENTS NECESSARY FOR THE EXPLORATION OF THE SANTOS-GUARUJÁ IMMERSSED TUNNEL INTERCONNECTION SYSTEM**

Dear Sirs,

I hereby certify that the (corporate name of the TENDERER - individual or any company member of the CONSORTIUM) carried out the optional technical visit on day(s) [--], with the purpose of knowing and verifying the area of the infrastructure that will be built by the future CONCESSIONAIRE, in the physical-operational conditions in which it is found, having become familiar with the entire INTERCONNECTION SYSTEM, being aware of the risks and consequences involved in carrying out the object of the SPONSORED CONCESSION.

[PLACE], [DATE]

[Signature of the technician responsible for accompanying the visit]
[Name of the technician responsible for accompanying the visit]

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

Dear Sirs,

In accordance with the NOTICE and EXHIBITS, as well as other information provided in the aforementioned TENDER process, as well as in the surveys and detailed studies carried out, with which this TENDERER fully agrees, we present our PRICE PROPOSAL for the SPONSORED CONCESSION of the provision of public services and the investment necessary for the construction, maintenance and operation of a new immersed road INTERCONNECTION SYSTEM between municipalities with the development of a urban road named TUNNEL, as specified in the NOTICE.

WHEREAS:

- (i) this PRICE PROPOSAL reflects the intention of this TENDERER and is binding, irrevocable, irreversible and unconditional;
- (ii) in preparing this PRICE PROPOSAL, the TENDERER considered all investments, taxes, costs and expenses necessary for the execution of the SPONSORED CONCESSION, observing the provisions of the NOTICE, as well as the EXHIBITS and APPENDICES;
- (iii) in preparing the PRICE PROPOSAL, this TENDERER acknowledged, agreed and considered all risks assumed in a possible contract, should it be declared the winner of this TENDER;
- (iv) the PRICE PROPOSAL considered the CONCESSION TERM of 30 (thirty) years from the signing of the INITIAL TRANSFER INSTRUMENT;
- (v) all investments, services and other characteristics of the SPONSORED CONCESSION were considered, and the information disclosed was sufficient for the presentation of this PRICE PROPOSAL; and
- (vi) all elements indicated in the NOTICE were considered for the formulation of the PRICE PROPOSAL.

PRICE PROPOSAL

This TENDERER, whose data is presented below, hereby, through its legal representative, presents the following PRICE PROPOSAL for the purposes of the aforementioned TENDER:

[--]% (percentage of discount on the MAXIMUM PUBLIC CONSIDERATION) discount on the MAXIMUM PUBLIC CONSIDERATION; and

[--]% (discount percentage on the MAXIMUM PUBLIC CONTRIBUTION) of discount on the MAXIMUM PUBLIC CONTRIBUTION.

The discount on the MAXIMUM PUBLIC CONTRIBUTION will be applied linearly to the DISBURSEMENT EVENTS, as per EXHIBIT 22.

Validity: This PRICE PROPOSAL will be valid for 180 (one hundred and eighty) days, counted from the date of receipt thereof and, during this period, all conditions will be maintained.

TENDERER'S DATA:

Corporate Name / Name of the CONSORTIUM: [--]

CNPJ/ME (in case of CONSORTIUM, use CNPJ/MF of the leading company): [--]

Shareholding Structure / Consortium Participation: [--]

Leading company (when applicable): [--]

Address: [--]

Contact telephone numbers: [--]

TENDERER's Representative: [--]

Email: [--]

[PLACE], [DATE]

[TENDERER]

By their legal representative

ID Card No. [--]

CPF/MF (National Register of Individual Taxpayers) under no. [--]

4) TEMPLATE OF BANK GUARANTEE LETTER

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

[place, [month] [day], [year].

REFERENCE: INTERNATIONAL TENDER NOTICE No. 01/2025

Bank Guarantee Letter number [control registration code of the GUARANTOR BANK], (“GUARANTEE”)

1. The [corporate name of the Guarantor Bank], headquartered in [headquarters of the Guarantor Bank], registered with the CNPJ [CNPJ of the Guarantor Bank], (“GUARANTOR BANK”).
2. The STATE OF SÃO PAULO, represented by the STATE SECRETARIAT OF INVESTMENT PARTNERSHIPS, with headquarters at Rua Iaiá, 126 - Itaim Bibi, São Paulo - SP, 04542-906, registered with the CNPJ under no. 96.480.850/0001-03 (“CREDITOR”).
3. The TENDERER, [corporate name of the TENDERER], with headquarters at [corporate headquarters of the TENDERER], registered with the CNPJ [CNPJ of the TENDERER], under no. (“SECURED PARTY”).

[In the case of a CONSORTIUM: The SECURED TENDERER is a member of the CONSORTIUM [name of the CONSORTIUM], composed of the members: [Corporate Name, CNPJ, and percentage of participation of each member in the CONSORTIUM]].

4. By this GUARANTEE, the GUARANTOR BANK undertakes to the CREDITORS, under the terms of the GUARANTEE, in the VALUE OF THE GUARANTEE and during the VALIDITY PERIOD OF THE GUARANTEE, as joint guarantor of the SECURED PARTY, to guarantee compliance with the obligation to sign a future contractual instrument, as well as other obligations assumed due to its participation in the TENDER PROCESS of the NOTICE, including the payment of fines and compensations defined by the CREDITORS (“GUARANTEED OBLIGATION”).
5. The GUARANTEE has a total value of BRL [value in numerical digits] ([value in words]), (“VALUE OF THE GUARANTEE”).
6. The GUARANTEE is valid for 180 (one hundred and eighty) days as a period of validity, counted from the date [--], inclusive (“VALUE OF THE GUARANTEE”).
7. The GUARANTOR BANK undertakes to make the due payments when required within a maximum period of 48 (forty-eight) hours, counted from the receipt, by the GUARANTOR BANK, of the written notification by the CREDITORS. The notification must be delivered to the headquarters of the GUARANTOR BANK.
8. The GUARANTOR BANK does not allege any objection or opposition from the SECURED PARTY or invoked by it in order to excuse itself from fulfilling the obligation assumed before the CREDITORS under the terms of this GUARANTEE.
9. The GUARANTOR BANK undertakes, before writing off the GUARANTEE, to obtain confirmation from B3 and/or the CREDITORS of the release of the SECURED PARTY in relation to the GUARANTEED OBLIGATION.
10. In the event that the CREDITORS go to court to demand compliance with the obligation referred to in this GUARANTEE, the GUARANTOR BANK shall be obliged to pay the arbitration, judicial or extrajudicial expenses.
11. The GUARANTOR BANK declares that this GUARANTEE is duly accounted for, in full compliance with the regulations of the Central Bank of Brazil currently in force, in addition to meeting the precepts of the applicable banking legislation.

12. The GUARANTOR BANK declares that the signatories of this instrument, and their eventual successors, are authorized to provide the GUARANTEE and the VALUE OF THE GUARANTEE on behalf of the GUARANTOR BANK and under its responsibility.
13. The GUARANTOR BANK declares that its paid-in capital stock is BRL [capital stock of the Guarantor Bank in numerical figures] ([capital stock of the Guarantor Bank in full]), and that it is authorized by the Central Bank of Brazil and by its Bylaws to issue sureties and that the VALUE OF THE GUARANTEE is within the limits authorized by the Central Bank of Brazil.
14. The GUARANTOR BANK and the SECURED PARTY expressly waive the rights provided for in articles 827, 835, 837, 838 and 839 of Federal Law 10,406, on January 10, 2002 (Brazilian Civil Code) and art. 794 of Federal Law 13,105, on March 16, 2015 (Code of Civil Procedure).
15. The GUARANTOR BANK expressly declares that it is aware of and accepts the terms, provisions and conditions of the NOTICE and its EXHIBITS.
16. The jurisdiction for any and all actions or execution of this GUARANTEE shall be, with express waiver of any other, however privileged it may be, that of São Paulo.
17. The terms that have not been expressly defined in this document shall have the meanings attributed to them in the NOTICE and in EXHIBIT 16.

Signatures of the GUARANTOR BANK's legal representatives with recognized signatures.

[Names of the legal representatives of the GUARANTOR BANK]

[Corporate name of the GUARANTOR BANK]

Witnesses:

Name

I.D. Card:

Name:

I.D. Card:

5) ACCEPTANCE INSTRUMENT REGARDING THE TERMS OF THE NOTICE**SPONSORED CONCESSION OF PUBLIC SERVICES FOR CONSTRUCTION, OPERATION, MAINTENANCE AND INVESTMENTS NECESSARY FOR THE EXPLORATION OF THE SANTOS-GUARUJÁ IMMERSERD TUNNEL INTERCONNECTION SYSTEM**

Dear Sirs,

The [TENDERER], [qualification], through its legal representative, hereby declares, under penalty of applicable law, that it is subject to all the conditions of the TENDER NOTICE, having full knowledge of the object of the SPONSORED CONCESSION, as specified in the TENDER NOTICE, as well as its respective conditions, and the complexity and characteristics of the investments and works to be carried out within the scope of the CONTRACT.

It further declares that it is responsible for the veracity of all information contained in the documentation and the PRICE PROPOSAL presented and declares that it has received all the elements that comprise the NOTICE and that it has knowledge of all the information and conditions for fulfilling the obligations that are the object of the TENDER, having considered the information received to be sufficient for the preparation of its PRICE PROPOSAL.

[PLACE], [DATE]

[TENDERER]

By their legal representative

ID Card No. [--]

CPF/MF (National Register of Individual Taxpayers) under no. [--]

6) COMMITMENT TO PROVE COMPLIANCE WITH TECHNICAL CONDITIONS COMPATIBLE WITH THE INITIAL INVESTMENTS**SPONSORED CONCESSION OF PUBLIC SERVICES FOR CONSTRUCTION, OPERATION, MAINTENANCE AND INVESTMENTS NECESSARY FOR THE EXPLORATION OF THE SANTOS-GUARUJÁ IMMERSSED TUNNEL INTERCONNECTION SYSTEM**

The [TENDERER], [qualification], through its legal representative, hereby declares, under penalty of applicable law, that it will comply with the technical conditions necessary for signing the CONTRACT, listed in EXHIBIT 16, by any of the means indicated therein, as well as that it is aware that failure to present any of the certificates referred to in the NOTICE, under the terms and conditions set forth in this declaration, within the period established in item 17.5, ix, of the NOTICE, or the invalidity of any of them, will imply non-signing of the CONTRACT and subjection to the applicable penalties.

[PLACE], [DATE]

[TENDERERS]

By their legal representative

ID Card No. [--]

CPF/MF (National Register of Individual Taxpayers) under no. [--]

7) KNOWLEDGE AND NOTIFICATION TERM**SPONSORED CONCESSION OF PUBLIC SERVICES FOR CONSTRUCTION, OPERATION, MAINTENANCE AND INVESTMENTS NECESSARY FOR THE EXPLORATION OF THE SANTOS-GUARUJÁ IMMERSED TUNNEL INTERCONNECTION SYSTEM**

CONTRACTING PARTY: _____
CONTRACTOR: _____
CONTRACT No. (OF ORIGIN): _____
PURPOSE: _____
ATTORNEY(S) /OAB No.: (*). _____

By this Knowledge and Notification Term, we, identified below:

1. Are aware that:

- a) The adjustment referred to above, its amendments, as well as the monitoring of its contractual execution, will be subject to analysis and judgment by the STATE Court of Auditors (TCE-SP), whose procedural process will occur through the electronic system;
- b) We may have access to the process, having access to and extracting copies of the expressions of interest, orders and decisions, through regular registration in the Electronic Process System, according to the data indicated below, in accordance with the provisions of Resolution No. 01/2011 of the TCE/SP;
- c) In addition to being available in the electronic process, all orders and decisions that may be made, regarding the aforementioned process, will be published in the Official Gazette of the STATE (DOE-SP), Legislative Branch Section, part of the Accounts Tribunal of the STATE, in accordance with article 90, of State Complementary Law No. 709, on January 14, 1993, starting, from that moment, the counting of procedural deadlines, according to the rules of the Code of Civil Procedure;
- d) The personal information of the responsible parties of the Contracting Party and interested parties are registered in the electronic module of the "TCESP Corporate Registry – CadTCESP", under the terms provided for in article 2 of Instructions No. 01/2024;
- e) It is the sole responsibility of the Contractor to keep its data always updated.
- f) Any change of address - residential or electronic - or contact telephone numbers must be communicated by the interested party, by petitioning in the process.

2. We hereby acknowledge that we have been NOTIFIED to:

- a) Monitor the proceedings until their final judgment and subsequent publication;
- b) If applicable and in our interest, within the legal and regulatory deadlines and forms, exercise the right of defense, file appeals and whatever else may be applicable.

[PLACE], [DATE]

MAXIMUM AUTHORITY OF THE AGENCY/ENTITY:

Name:
Position:
CPF:

RESPONSIBLE FOR APPROVAL OF THE TENDER:

Name:
Position:
CPF:

Signature:

RESPONSIBLE WHO SIGNED THE ADJUSTMENT:

By the Contracting Party:

Name:

Position:

CPF:

Signature:

By the Contractor:

Name:

Position:

CPF:

Signature:

CONTRACT MANAGER(S):

Name:

Position:

CPF:

Signature:

OTHER RESPONSIBLE PARTIES:

Type of act under their responsibility:

Name:

Position:

CPF:

Signature:

8) DECLARATION OF COMPLIANCE WITH ARTICLE 7, XXXIII, OF THE FEDERAL CONSTITUTION**SPONSORED CONCESSION OF PUBLIC SERVICES FOR CONSTRUCTION, OPERATION, MAINTENANCE AND INVESTMENTS NECESSARY FOR THE EXPLORATION OF THE SANTOS-GUARUJÁ IMMERSERD TUNNEL INTERCONNECTION SYSTEM**

Dear Sirs,

The [TENDERER], [qualification], through their legal representative, hereby declares, for the purposes of the provisions of section VI, of article 68, of Federal Law No. 14,133/2021, under the penalties of applicable legislation, that they do not employ minors under the age of eighteen in night, dangerous or unhealthy work and do not employ minors under the age of sixteen, except those under an apprenticeship contract, over the age of fourteen.

[PLACE], [DATE]

[TENDERERS]

By their legal representative

ID Card No. [--]

CPF/MF (National Register of Individual Taxpayers) under no. [--]

9) DECLARATION OF NON-EXISTENCE OF BANKRUPTCY PROCEEDINGS**SPONSORED CONCESSION OF PUBLIC SERVICES FOR CONSTRUCTION, OPERATION, MAINTENANCE AND INVESTMENTS NECESSARY FOR THE EXPLORATION OF THE SANTOS-GUARUJÁ IMMERSSED TUNNEL INTERCONNECTION SYSTEM**

Dear Sirs,

The [TENDERER], [qualification], through their legal representative, hereby declares, under penalty of applicable law, that they are not in bankruptcy, judicial or extrajudicial liquidation, insolvency, temporary special administration or under intervention by the competent regulatory authority.

[PLACE], [DATE]

[TENDERERS]

By their legal representative

ID Card No. [--]

CPF/MF (National Register of Individual Taxpayers) under no. [--]

10) DECLARATION OF INEXISTENCE OF AN IMPEDITIVE FACT**SPONSORED CONCESSION OF PUBLIC SERVICES FOR CONSTRUCTION, OPERATION, MAINTENANCE AND INVESTMENTS NECESSARY FOR THE EXPLORATION OF THE SANTOS-GUARUJÁ IMMERSSED TUNNEL INTERCONNECTION SYSTEM**

The [TENDERER], [qualification], through their legal representative, hereby declares, under penalty of applicable law, that:

- (i) there is no impediment to their participation in INTERNATIONAL TENDER no. 01/2025;
- (ii) that has not been declared unfit by any federative sphere, and is not prohibited from bidding or contracting with the PUBLIC ADMINISTRATION because it is included in the National Registry of Punished Companies - CNEP and in the National Registry of Unfit and Suspended Companies - CEIS, both of the Federal Government, and in the State Registry of Punished Companies - CEEP of the STATE, under the terms of article 37 of State Decree No. 67,301/2022;
- (iii) that is not prevented from contracting with the PUBLIC ADMINISTRATION of the STATE;
- (iv) that is not serving a temporary suspension penalty from contracting with the PUBLIC ADMINISTRATION of the STATE;
- (v) it undertakes to report the occurrence of any supervening facts related to the object of this Declaration; and
- (vi) it has not been sentenced, by a final and unappealable judgment, to the penalty of suspension of rights due to the commission of environmental crimes, as regulated in article 10, of Federal Law No. 9,605/1998;

[PLACE], [DATE]

[TENDERERS]

By their legal representative

ID Card No. [--]

CPF/MF (National Register of Individual Taxpayers) under no. [--]

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

Dear Sirs,

The [TENDERER], [qualification], through their legal representative, hereby declares, under penalty of applicable law, that it has the capacity to obtain sufficient financial resources to duly fulfill the obligations of providing its own and third-party resources, necessary to achieve the purpose of the SPONSORED CONCESSION.

It also declares that

- (i) it has contracted or has the capacity to contract all insurance and guarantees necessary to achieve the purpose of the SPONSORED CONCESSION, and
- (ii) it has the capacity to obtain the resources to pay up the minimum share capital of the SPECIAL PURPOSE ENTITY, as required by its bylaws.

[PLACE], [DATE]

[TENDERERS]

By their legal representative

ID Card No. [--]

CPF/MF (National Register of Individual Taxpayers) under no. [--]

12) DECLARATION OF COMPLIANCE WITH THE PROVISIONS OF ARTICLE 117, SOLE PARAGRAPH, OF THE CONSTITUTION OF THE STATE OF SÃO PAULO**SPONSORED CONCESSION OF PUBLIC SERVICES FOR CONSTRUCTION, OPERATION, MAINTENANCE AND INVESTMENTS NECESSARY FOR THE EXPLORATION OF THE SANTOS-GUARUJÁ IMMERSSED TUNNEL INTERCONNECTION SYSTEM**

Dear Sirs,

The [TENDERER], [qualification], through their legal representative, hereby declares, under penalty of applicable legislation, to observe the rules relating to health and safety at work, in accordance with the sole paragraph of article 117 of the STATE Constitution, having knowledge of the prohibition of the PUBLIC ADMINISTRATION from contracting with companies that do not meet such legal requirements.

[PLACE], [DATE]

[TENDERERS]

By their legal representative

ID Card No. [--]

CPF/MF (National Register of Individual Taxpayers) under no. [--]

13) DECLARATION OF COMPLIANCE WITH THE PROVISIONS OF STATE LAW No. 12,799/2008 AND FEDERAL LAW No. 12,846/2013**SPONSORED CONCESSION OF PUBLIC SERVICES FOR CONSTRUCTION, OPERATION, MAINTENANCE AND INVESTMENTS NECESSARY FOR THE EXPLORATION OF THE SANTOS-GUARUJÁ IMMERSSED TUNNEL INTERCONNECTION SYSTEM**

Dear Sirs,

The [TENDERER], [qualification], through their legal representative, hereby declares, under penalty of applicable law, to be aware that the existence of registration in the Informative Registry of Unpaid Credits of State Agencies and Entities - CADIN ESTADUAL, and in the National Registry of Unfit and Suspended Companies - CEIS, in the National Registry of Punished Companies - CNEP and in the State Registry of Punished Companies - CEEP, of the STATE, will constitute an impediment to contracting with the GRANTING AUTHORITY.

It also declares that it does not have any restriction or record in the CADIN ESTADUAL or CEIS capable of making his/her contracting unfeasible in this tender process.

It further declares that:

- (i) the PRICE PROPOSAL presented was prepared independently and its content was not, in whole or in part, directly or indirectly, informed or discussed with any other TENDERER or interested party, potential or in fact, in this tender process;
- (ii) the intention of presenting the PRICE PROPOSAL was not informed or discussed with any other TENDERER or interested party, potential or in fact, in this tender process;
- (iii) the TENDERER did not attempt, by any means or by any person, to influence the decision of any other TENDERER or interested party, potential or in fact, in this tender process;
- (iv) the content of the PRICE PROPOSAL presented will not, in whole or in part, directly or indirectly, be communicated or discussed with any other TENDERER or interested party, potential or in fact, in this tender process prior to the AWARDDING of the object
- (v) the content of the PRICE PROPOSAL presented was not, in whole or in part, informed, discussed or received from any member related, directly or indirectly, to the tender body before the official opening of the proposals; and
- (vi) the legal representative of the TENDERER is fully aware of the content and scope of this declaration and has full powers and information to sign it.

Finally, it declares that it conducts its business in a way that prevents fraud, corruption and the practice of any other acts that are harmful to the PUBLIC ADMINISTRATION, national or foreign, in compliance with Federal Law No. 12,846/2013 and State Decree No. 60,106/2014, such as:

- I. promising, offering or giving, directly or indirectly, undue advantage to a public agent, or to a third party related to it;
- II. provenly, financing, paying for, sponsoring or in any way subsidizing the practice of illegal acts provided for by Law;
- III. demonstrably, using an intermediary individual or legal entity to hide or disguise their real interests or the identity of the beneficiaries of the acts performed;
- IV. with regard to tenders and contracts:

- a) frustrate or defraud, through adjustment, combination or any other expedient, the competitive nature of a public tender process;
 - b) prevent, disrupt or defraud the performance of any act of a public tender process;
 - c) remove or attempt to remove a TENDERER, through fraud or offering an advantage of any kind;
 - d) defraud a public tender process or a contract arising therefrom;
 - e) fraudulently or irregularly create a legal entity to participate in a public tender process or enter into an administrative contract;
 - f) obtain an undue advantage or benefit, fraudulently, from modifications or extensions of contracts entered into with the PUBLIC ADMINISTRATION, without authorization by law, in the public tender notice or in the respective contractual instruments; or
 - g) manipulate or defraud the economic and financial balance of contracts entered into with the PUBLIC ADMINISTRATION;
- V. hinder the investigation or inspection activities of public bodies, entities or agents, or intervene in their activities, including within the scope of regulatory agencies and inspection bodies of the national financial system.

[PLACE], [DATE]

[TENDERERS]

By their legal representative

ID Card No. [--]

CPF/MF (National Register of Individual Taxpayers) under no. [--]

**14) DECLARATION OF COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1 OF STATE
DECREE No. 66,819/2022****SPONSORED CONCESSION OF PUBLIC SERVICES FOR CONSTRUCTION, OPERATION,
MAINTENANCE AND INVESTMENTS NECESSARY FOR THE EXPLORATION OF THE SANTOS-
GUARUJÁ IMMERSSED TUNNEL INTERCONNECTION SYSTEM**

Dear Sirs,

The [TENDERER], , [qualification], through its legal representative, hereby declares, under penalty of applicable law, to be aware of the Registry of Timber Traders of the State of São Paulo – CADMADEIRA, and that, in the execution of the services tendered, only wood products and by-products of exotic origin, or forest products and by-products of native origin of the Brazilian flora, mentioned in Paragraph 2 of article 1, of State Decree No. 66,819/2022, acquired from legal entities duly registered in CADMADEIRA, will be used.

[PLACE], [DATE]

[TENDERERS]

By their legal representative

ID Card No. [--]

CPF/MF (National Register of Individual Taxpayers) under no. [--]

15) DECLARATION OF COMMITMENT TO CONTRACT PERFORMANCE GUARANTEE**SPONSORED CONCESSION OF PUBLIC SERVICES FOR CONSTRUCTION, OPERATION, MAINTENANCE AND INVESTMENTS NECESSARY FOR THE EXPLORATION OF THE SANTOS-GUARUJÁ IMMERSSED TUNNEL INTERCONNECTION SYSTEM**

Dear Sirs,

The [TENDERER], [qualification], through their legal representative, hereby declares, under penalty of applicable law, that it is obliged to contract and renew annually, in the event of being declared the winner of the TENDER, an PERFORMANCE GUARANTEE, which may be contracted in any of the modalities provided for in the CONTRACT, in order to guarantee the execution of the investments necessary to achieve the object of the SPONSORED CONCESSION, covering the fulfillment of the construction, operational and conservation functions, the expansion functions and the payment of amounts due to the GRANTING AUTHORITY and/or ARTESP, in addition to all other contractual obligations, as established in the terms of the CONTRACT.

[PLACE], [DATE]

[TENDERERS]

By their legal representative

ID Card No. [--]

CPF/MF (National Register of Individual Taxpayers) under no. [--]

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

In accordance with Clause 6.4 of the CONTRACT, on the one hand, the GRANTING AUTHORITY, through the Secretariat of Investment Partnerships, registered with the CNPJ under [96.480.850/0001-03], with headquarters at [Rua Iaiá, n° 126, Itaim Bibi, São Paulo - SP], herein represented by its [--], Mr. [--], holder of ID no. [--], registered with the CPF/MF under no. [--], on the other hand, [--], herein represented by its [--], Mr. [--], holder of ID no. [--], registered with the CPF/MF under no. [--], with the intervention-consent of the REGULATORY AGENCY FOR DELEGATED PUBLIC TRANSPORTATION SERVICES OF THE STATE OF SÃO PAULO - ARTESP, registered with the CNPJ No. [05.051.955/0001-91], headquartered at [Rua Iguatemi, No. 105, Itaim Bibi, São Paulo - SP] herein represented by its [--], Mr. [--], holder of ID No. [--], registered with the CPF/MF under No. [--], formalize, as of 00:00 hours of [--], the transfer of control of the INTERCONNECTION SYSTEM, materialized on the signature date of the INITIAL TRANSFER INSTRUMENT, as per EXHIBIT 9.

São Paulo, [--] [--], [--].

GRANTING AUTHORITY

CONCESSIONAIRE

Regulatory Authority for Delegated Public Transportation Services of the State of São Paulo -
ARTESP

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

Dear Sirs,

In accordance with the NOTICE, and since our PRICE PROPOSAL was declared the best classified, we hereby ratify its terms as follows.

In accordance with the NOTICE and EXHIBITS, as well as other information provided in the aforementioned TENDER process, as well as in the surveys and in-depth studies carried out, with which this TENDERER fully agrees, we present our ratified PRICE PROPOSAL for the SPONSORED CONCESSION of the provision of public services and the investment necessary for the construction, maintenance and operation of a new Immersed road interconnection system between the municipalities of Santos and Guarujá, with urban road development called TUNNEL, as specified in the NOTICE.

Whereas:

- (i) this PRICE PROPOSAL reflects the intention of this TENDERER and is binding, irrevocable, irreversible and unconditional;
- (ii) the PRICE PROPOSAL was presented by the TENDERER;
- (iii) the bidding phase has been processed and the TENDERER who had the best classified PRICE PROPOSAL must ratify its PRICE PROPOSAL, which may be signed by the ACCREDITED REPRESENTATIVE;
- (iv) in preparing this PRICE PROPOSAL, the TENDERER considered all investments, taxes, costs and expenses necessary for the execution of the SPONSORED CONCESSION, observing the provisions of the NOTICE, as well as the EXHIBITS and APPENDICES;
- (v) in preparing the PRICE PROPOSAL, this TENDERER acknowledged, agreed and considered all risks assumed in a possible contract, should it be declared the winner of this TENDER;
- (vi) the PRICE PROPOSAL considered the CONCESSION TERM of 30 (thirty) years from the signing of the INITIAL TRANSFER INSTRUMENT;
- (vii) all investments, services and other characteristics of the SPONSORED CONCESSION were considered, and the information disclosed was sufficient for the presentation of this PRICE PROPOSAL.

PRICE PROPOSAL

This TENDERER, whose data is presented below, hereby, through its legal representative, presents the following PRICE PROPOSAL for the purposes of the aforementioned TENDER:

Offered Proposal:

[--]% (percentage of discount on the MAXIMUM PUBLIC CONSIDERATION) discount on the MAXIMUM PUBLIC CONSIDERATION; and

[--]% (discount percentage on the MAXIMUM PUBLIC CONTRIBUTION) of discount on the MAXIMUM PUBLIC CONTRIBUTION.

Validity: This PRICE PROPOSAL will be valid for 180 (one hundred and eighty) days, counted from the date of receipt thereof and, during this period, all conditions will be maintained.

TENDERER'S DATA

Corporate Name / Name of the CONSORTIUM: [--]

CNPJ (in case of CONSORTIUM, use CNPJ of the leading company): [--]

Shareholding Structure / Consortium Participation: [--]

Leading company (when applicable): [--]

Address [--]

Contact telephone numbers: [--]

TENDERER's Representative: [--]

Email: [--]

[PLACE], [DATE]

[TENDERERS]

By their legal representative

ID Card No. [--]

CPF/MF (National Register of Individual Taxpayers) under no. [--]

18) DECLARATION OF NON- OCCURRENCE OF TECHNICAL VISIT**SPONSORED CONCESSION OF PUBLIC SERVICES FOR CONSTRUCTION, OPERATION, MAINTENANCE AND INVESTMENTS NECESSARY FOR THE EXPLORATION OF THE SANTOS-GUARUJÁ IMMERSER TUNNEL INTERCONNECTION SYSTEM**

Dear Sirs,

Regarding INTERNATIONAL TENDER No. 01/2025, by this instrument, we declare that [corporate name of the TENDERER] has decided not to carry out the optional technical visit for the purpose of knowing and verifying the area of the infrastructure that will be built by the future CONCESSIONAIRE, in the physical-operational conditions in which they are found, with the objective of allowing the verification of local conditions, for proper assessment of the quantity and nature of the works, materials and equipment necessary for the accomplishment of the object of the SPONSORED CONCESSION, form and conditions of supply, means of access to the site and obtaining any other data that they deem necessary for the adequate provision of the service granted. [company name of the TENDERER] declares that it is aware of the possibility of carrying out a technical visit and becoming familiar with the entire INTERCONNECTION SYSTEM, but that, aware of the risks and consequences involved, it has chosen to formulate the PRICE PROPOSAL without carrying out the technical visit.

[PLACE], [DATE]

[TENDERERS]

By their legal representative

ID Card No. [--]

CPF/MF (National Register of Individual Taxpayers) under no. [--]

19) TEMPLATE OF DECLARATION OF NON-EXISTENCE OF EQUIVALENT DOCUMENT**SPONSORED CONCESSION OF PUBLIC SERVICES FOR CONSTRUCTION, OPERATION, MAINTENANCE AND INVESTMENTS NECESSARY FOR THE EXPLORATION OF THE SANTOS-GUARUJÁ IMMERSSED TUNNEL INTERCONNECTION SYSTEM**

Dear Sirs,

Regarding INTERNATIONAL TENDER No. 01/2025, we hereby declare that [corporate name of the TENDERER], through its undersigned representative(s), declares, under penalty of applicable law, that the documents required below in INTERNATIONAL TENDER No. 01/2025 do not have an equivalent document in the country of origin of the TENDERER and/or member of the CONSORTIUM.

Document required in the NOTICE that does not have an equivalent document in the country of origin	Item of the NOTICE in which the document is required

[PLACE], [DATE]

[TENDERERS]

By their legal representative

ID Card No. [--]

CPF/MF (National Register of Individual Taxpayers) under no. [--]

**20) FORMAL DECLARATION TEMPLATE OF EXPRESS SUBMISSION TO BRAZILIAN
LEGISLATION****SPONSORED CONCESSION OF PUBLIC SERVICES FOR CONSTRUCTION, OPERATION,
MAINTENANCE AND INVESTMENTS NECESSARY FOR THE EXPLORATION OF THE SANTOS-
GUARUJÁ IMMERSED TUNNEL INTERCONNECTION SYSTEM**

São Paulo, [--] [--], [--].

To the
TENDER COMMITTEE

Ref.: INTERNATIONAL TENDER NOTICE No. 01/2025 – Submission to Brazilian legislation.

Dear Sirs,

In compliance with item 8.5.2 of the NOTICE, [TENDERER], through its undersigned legal representative(s), declares, for all due purposes, its formal and express submission to Brazilian legislation, including the provisions of the sole paragraph of article 70 of Federal Law No. 14,133/2021.

[PLACE], [DATE]

[TENDERERS]

By their legal representative

ID Card No. [--]

CPF/MF (National Register of Individual Taxpayers) under no. [--]

21) TEMPLATE OF DECLARATION OF NON-REGISTRATION IN THE MUNICIPAL REGISTER OF TAXPAYERS**SPONSORED CONCESSION OF PUBLIC SERVICES FOR CONSTRUCTION, OPERATION, MAINTENANCE AND INVESTMENTS NECESSARY FOR THE EXPLORATION OF THE SANTOS-GUARUJÁ IMMERSSED TUNNEL INTERCONNECTION SYSTEM**

Dear Sirs,

Regarding INTERNATIONAL TENDER No. 01/2025, we hereby declare that [company name of the TENDERER], through its undersigned representative(s), declares, under penalty of applicable legislation, that the activity performed by the TENDERER does not require municipal registration.

[PLACE], [DATE]

[TENDERERS]

By their legal representative

ID Card No. [--]

CPF/MF (National Register of Individual Taxpayers) under no. [--]

22) TEMPLATE OF DECLARATION OF KNOWLEDGE REGARDING FACTORS PREVENTING CONTRACTING WITH THE ADMINISTRATION**SPONSORED CONCESSION OF PUBLIC SERVICES FOR CONSTRUCTION, OPERATION, MAINTENANCE AND INVESTMENTS NECESSARY FOR THE EXPLORATION OF THE SANTOS-GUARUJÁ IMMERSSED TUNNEL INTERCONNECTION SYSTEM**

Dear Sirs,

Regarding INTERNATIONAL TENDER No. 01/2025, we hereby declare that [corporate name of the TENDERER], through its undersigned representative(s), declares, under penalty of applicable law, that it is aware that the registration(s) of sanction(s) described in the following are preventing the contracting with the GRANTING AUTHORITY: (i) in the Electronic System for Application and Registration of Administrative Sanctions (e-Sanções) (State Decree No. 61,751/2015); (ii) in the National Registry of Unfit and Suspended Companies – CEIS (Federal Law No. 12,846/2013); (iii) in the National Registry of Punished Companies (CNEP) and in the State Registry of Punished Companies – CEEP of the State of São Paulo; or (iv) in the National Registry of Civil Convictions for Acts of Administrative Improbity and Ineligibility – CNIA of the National Council of Justice.

[PLACE], [DATE]

[TENDERERS]

By their legal representative

ID Card No. [--]

CPF/MF (National Register of Individual Taxpayers) under no. [--]

23) TEMPLATE OF PAYMENT COMMITMENT TO B3**SPONSORED CONCESSION OF PUBLIC SERVICES FOR CONSTRUCTION, OPERATION, MAINTENANCE AND INVESTMENTS NECESSARY FOR THE EXPLORATION OF THE SANTOS-GUARUJÁ IMMERSSED TUNNEL INTERCONNECTION SYSTEM**

By this instrument, under the terms of item 14.27, XV of the NOTICE, [TENDERER], [qualification], through its legal representative, hereby declares, under penalty of applicable legislation, that it undertakes, in the event that the object of the TENDER is awarded to it, to make payment to B3 in the amount established in item 17.5, item xi of the NOTICE.

[PLACE], [DATE]

[TENDERERS]

By their legal representative

ID Card No. [--]

CPF/MF (National Register of Individual Taxpayers) under no. [--]

24) DECLARATION OF COMPLIANCE WITH THE PROVISIONS OF ARTICLE 63, IV, OF THE ADMINISTRATIVE AGREEMENTS AND BIDDING LAW**SPONSORED CONCESSION OF PUBLIC SERVICES FOR CONSTRUCTION, OPERATION, MAINTENANCE AND INVESTMENTS NECESSARY FOR THE EXPLORATION OF THE SANTOS-GUARUJÁ IMMERSSED TUNNEL INTERCONNECTION SYSTEM**

Dear Sirs,

The [TENDERER], [qualification], through their legal representative, hereby declares, through its legal representative, under penalty of applicable law, to comply with the requirements for reserving positions for people with disabilities and for rehabilitated Social Security personnel, provided for by law and other specific rules, under the terms of article 63, IV, of Federal Law No. 14,133/2021, aware of the prohibition of the PUBLIC ADMINISTRATION from contracting with companies that do not meet such legal requirements.

[PLACE], [DATE]

[TENDERER]

By their legal representative

ID Card No. [--]

CPF/MF (National Register of Individual Taxpayers) under no. [--]

25) DECLARATION OF COMPLIANCE WITH THE PROVISIONS OF ARTICLE 63, PARAGRAPH 1, OF THE ADMINISTRATIVE AGREEMENTS AND BIDDING LAW**SPONSORED CONCESSION OF PUBLIC SERVICES FOR CONSTRUCTION, OPERATION, MAINTENANCE AND INVESTMENTS NECESSARY FOR THE EXPLORATION OF THE SANTOS-GUARUJÁ IMMERSSED TUNNEL INTERCONNECTION SYSTEM**

Dear Sirs,

The [TENDERER], [qualification], through their legal representative, hereby declares, through its legal representative, under penalty of applicable law, that its PRICE PROPOSAL includes the full costs for meeting labor rights guaranteed in the Federal Constitution, labor laws, sub-legal standards, collective labor agreements and terms of conduct adjustment in force on the date of the PUBLIC SESSION FOR DELIVERY OF THE ENVELOPES, in accordance with

Paragraph 1 of article 63 of Federal Law No. 14,133/2021, aware of the prohibition of the PUBLIC ADMINISTRATION from contracting with companies that do not meet such legal requirements.

[PLACE], [DATE]

[TENDERERS]

By their legal representative

ID Card No. [--]

CPF/MF (National Register of Individual Taxpayers) under no. [--]

26) TEMPLATE OF DECLARATION OF AUTHENTICITY SIGNED BY A LAWYER, IN ACCORDANCE WITH ARTICLE 12, IV, OF THE ADMINISTRATIVE AGREEMENTS AND BIDDING LAW

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

By this instrument, pursuant to item 10.8 of the NOTICE, [ATTORNEY], [Qualification], declares, under penalty of criminal law and without prejudice to applicable administrative and civil sanctions, that the copies of the documents that make up the ACCREDITATION DOCUMENTS, the PROPOSAL GUARANTEE, the PRICE PROPOSAL and the QUALIFICATION DOCUMENTS are authentic and correspond to their original version.

[PLACE], [DATE]

[TENDERER]

By their legal representative

ID Card No. [--]

CPF/MF (National Register of Individual Taxpayers) under no. [--]

27) TEMPLATE OF ACCREDITATION LETTER**ACCREDITATION LETTER**

INTERNATIONAL TENDER [--]

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

Dear Sirs,

By this power of attorney, [TENDERER], [qualification], hereinafter referred to as “Grantor”, appoints and constitutes its several attorneys:

Mr./Ms. [NAME],
[qualification] Mr./Ms.
[NAME], [qualification]

Accrediting them to, [jointly and/or individually], perform all necessary acts during the tender process described in the NOTICE, including:

- a) Represent the Grantor in the PUBLIC SESSIONS and in all other acts of the tender process;
- b) Express the intention to appeal in the event that the preliminary result of the TENDER PROCESS is announced in the PUBLIC SESSION FOR OPENING OF PROPOSALS;
- c) File an appeal and waive the right to file an appeal;
- d) Represent the Grantor in the defense of its interests in the administrative sphere during the tender process; and
- e) Sign, submit a proposal, provide clarifications, satisfy requirements, adjust conditions, receive notifications and summons, agree and disagree with acts and decisions of the TENDER COMMITTEE.

With the ACCREDITATION, [TENDERER] is aware that its ACCREDITED REPRESENTATIVES will be responsible for the full representation of the TENDERER in the aforementioned INTERNATIONAL TENDER, holding the necessary and sufficient powers for representation throughout the tender process.

In addition, [TENDERER] agrees to the rules stipulated in item 11 of the TENDER NOTICE.

[PLACE], [DATE]

[TENDERERS]

By their legal representative

ID Card No. [--]

CPF/MF (National Register of Individual Taxpayers) under no. [--]

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

ENVELOPE CLOSURE INSTRUMENT [Fill in with A, B, C or D] [Fill in with ACCREDITATION DOCUMENTS or PROPOSAL GUARANTEE or PRICE PROPOSAL or QUALIFICATION DOCUMENTS]

[place, [month] [day], [year].

A/C

Secretariat of Investment Partnerships - SPI

REFERENCE: INTERNATIONAL TENDER NOTICE No. 01/2025 FOR THE SPONSORED CONCESSION OF PUBLIC SERVICES FOR EXPANSION, OPERATION, MAINTENANCE AND INVESTMENTS NECESSARY FOR THE EXPLORATION OF THE SANTOS-GUARUJÁ IMMERSSED TUNNEL INTERCONNECTION SYSTEM

This page concludes the documentation relating to the ENVELOPE [Fill in with A, B, C or D] – [Fill in with ACCREDITATION DOCUMENTS or PROPOSAL GUARANTEE or PRICE PROPOSAL or QUALIFICATION DOCUMENTS] presented by the TENDERER [Fill in with Company Name] completing a total of [Fill in with number of sheets] sheets, including this one.

Best Regards,

[PLACE], [DATE]

[TENDERER]

By their legal representative

ID Card No. [--]

CPF/MF (National Register of Individual Taxpayers) under no. [--]

29) TEMPLATE OF OPTION INSTRUMENT FOR RESETTLEMENT TYPES

OPTION INSTRUMENT

I, _____, head of household/breadwinner, holder of Identity Card RG No. _____, registered with CPF No. _____, resident in _____, Municipality/State of _____ / _____, declare that, for resettlement purposes, I opt for the following modality:

() Monetary compensation in the value of the improvement, according to the property appraisal report – BRL [--] [value in full words]

() Resettlement in a housing complex [location of the housing complex]

() Resettlement in a residence available on the real estate market and with a value equivalent to the property appraisal report (assisted purchase)

() Resettlement through property exchange with another family unit to remain in [name of the neighborhood]

I declare that the Concessionaire [--] has provided all necessary and available information and clarifications on the resettlement modalities made available.

[Place], [date]

Signature of the person responsible for the family unit

30) AUTHORIZATION FOR TRANSFER OF PRELIMINARY ENVIRONMENTAL LICENSE FOR THE TUNNEL, URBAN ACCESSES AND ACCESS BUILDINGS**SPONSORED CONCESSION OF PUBLIC SERVICES FOR CONSTRUCTION, OPERATION, MAINTENANCE AND INVESTMENTS NECESSARY FOR THE EXPLORATION OF THE SANTOS-GUARUJÁ IMMERSSED TUNNEL INTERCONNECTION SYSTEM**

Whereas:

- I. The Secretariat of Investment Partnerships of the State of São Paulo holds the following preliminary environmental licenses for the implementation of the TUNNEL, URBAN ACCESSES and ACCESS BUILDINGS, issued within the scope of Process CETESB.049794/2024-67 (“Prior Environmental Licenses”) with the Environmental Company of the State of São Paulo (“CETESB”):
 - a. [--]
- II. On [--], Concession Agreement No. [--] was signed between the Secretariat of Investment Partnerships of the State of São Paulo (“SPI”) and [--] (Concessionaire), the purpose of which is the construction, operation, maintenance and investments necessary for the exploration of the Santos – Guarujá Immersed Tunnel (“Agreement”);
- III. Under Clause 6.6, I, of the Agreement, it is the obligation of the Concessionaire to request the transfer of ownership of the Prior Environmental Licenses from SPI to its own ownership;
- IV. According to Cetesb License [--], only the holder of the environmental license may request the transfer of ownership; and
- V. SPI hereby authorizes the Concessionaire to request CETESB to transfer ownership of the Prior Environmental Licenses defined above.

São Paulo, [--] [--], [--].

Concessionaire

Granting Authority

31) MINIMUM TERMS AND CONDITIONS OF THE PERFORMANCE BOND**SPONSORED CONCESSION OF PUBLIC SERVICES FOR CONSTRUCTION, OPERATION, MAINTENANCE AND INVESTMENTS NECESSARY FOR THE EXPLORATION OF THE SANTOS-GUARUJÁ IMMERSSED TUNNEL INTERCONNECTION SYSTEM**

To guarantee a proposal in the form of a performance bond, the following must be observed, in the special conditions or in the particular conditions, at least:

Policyholder

Corporate Name: TENDERER [corporate name of TENDERER]

CNPJ/ME: [•]

Headquarters: [•]

Insurance Company

Corporate Name: [•]

CNPJ/ME: [•]

Headquarters: [•]

Purpose of the Insurance

Guarantee compensation, in the amount of up to BRL [•] ([•]), in the event that the TENDERER fails to comply with any of its obligations arising from the Law or the NOTICE, including refusal to sign the CONTRACT, and failure to meet any of the requirements set forth in the NOTICE for signing the CONTRACT, under the conditions and within the term established in the NOTICE.

Instrument

Performance Bond Policy issued by an insurer duly constituted and authorized to operate by the Superintendence of Private Insurance – SUSEP, in compliance with the terms of SUSEP's regulatory acts.

Guarantee Value

The Performance Bond Policy must provide for an indemnity amount of up to BRL [•] ([•]).

Term

The Performance Bond Policy must have a minimum term of validity of 180 (one hundred and eighty) days from the date set for the PUBLIC SESSION FOR DELIVERY OF THE ENVELOPES, as provided for in the NOTICE and in the B3 PROCEDURES MANUAL.

Additional Provisions

The Performance Bond Policy must contain the following additional provisions:

- I. Declaration by the Insurance Company that it is aware of and accepts the terms and conditions of the International Tender No. 01/2025;
- II. Declaration by the Insurance Company that it will make payment of the amounts provided for herein within a maximum period of 30 (thirty) days, counted from the date of delivery of all documents related by the Insurance Company as necessary for the characterization and regulation of the loss; and

- III. The right of the Insured Party to demand from the Insurance Company the compensation due for the Policyholder's failure to comply with the obligations covered by the Performance Bond Policy, when the notification made to the Policyholder is unsuccessful.

The terms that have not been expressly defined in this EXHIBIT will have the meanings attributed to them in the CONTRACT.