

ANNEX 18

REGULATION OF THE TRANSITION OF ROAD SYSTEM (NAME: LOT 08) OBJECT OF THE CONCESSION AGREEMENT 008 / CR / 1998 OF THE CONCESSIONAIRE: CENTROVIAS – Sistemas Rodoviários S.A. FOR THE CONCESSIONAIRE, FOR INTEGRATION TO THE SO CALLED: PIRACICABA – PANORAMA LOT

ANNEX 18

INTERNATIONAL TENDER No 01/2019

CONCESSION TO PROVIDE PUBLIC SERVICES FOR OPERATION, MAINTENANCE AND MAKING OF INVESTMENTS REQUIRED FOR EXPLOITATION OF THE HIGHWAY SYSTEM CALLED THE PIRACICABA-PANORAMA LOT

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1. Introduction

- 1.1. The Concessionaire CENTROVIAS – Sistemas Rodoviários S.A. (hereinafter called “CENTROVIAS”) explores the public services of transportation related to the Highway System called Lot 08, object of the Concession Agreement 008/CR/1998.
- 1.2. The Highway System referred to in sub-item 1.1 of this Introduction, called LOT 08, is part of Piracicaba – Panorama Lot, of the State Highway Concession Program, object of Concession Agreement number, so called [●]. LOTE 08 will be transferred to the CONCESSIONAIRE, under the terms and conditions set forth in this ANNEX 18.
- 1.3. The regulation established in this ANNEX 18 aims at the transfer of the Road System called: LOTE 08, from CENTROVIAS to the CONCESSIONAIRE, at the end of the Concession Agreement 008 / CR / 1998, in a transparent and efficient manner, preserving the continuity of the public service and the rights of Users and GRANTING AUTHORITY.
- 1.4. Any obstacles to the faithful compliance with the provisions of this ANNEX 18, even if attributable to third parties, do not exempt the CONCESSIONAIRE from the assumption of the Road System object of LOT 08 at the zero hour of the day immediately following the termination of the Agreement number 008 / CR / 1998, pursuant to this ANNEX 18. The assumption of the so called: LOTE 08 by the CONCESSIONAIRE within the period provided for in item 1.1 is independent of the completion or completion of all Steps set forth in this ANNEX 18, nor does it disclaim any liability provided for in the CONCESSION AGREEMENT, subject to the economic-financial balance and the chances of early termination of the CONCESSION.
- 1.4.1. The collection of the TOLL TARIFF for the stations located in the REMAINING SYSTEM (LOT 08) shall be made by the CONCESSIONAIRE from the assumption of the Road System object of LOT 08, and shall be deposited in the CENTRALIZING ACCOUNT, pursuant to the Account Management Agreement.
- 1.5. The CONCESSIONAIRE is solely responsible for the burden of its omission or inaction in the measures provided for in this ANNEX 18.

2. About the object of the transition

- 2.1. With the transfer of LOT 08 to the CONCESSIONAIRE, upon the signature of the REMAINING SYSTEM TRANSFER TERM, will be transferred, besides the road system described in item 2.1 of this ANNEX, also the access highways and other road sections adjacent to the network that constitute the LOT. 08, as described in ANNEX 2. The sum of LOT 08 and accesses and sections described in ANNEX 2 is called REMAINING SYSTEM, which will become part of the ROAD SYSTEM scope of CONCESSION and, therefore, must be considered by CONCESSIONAIRE when performing all comply with all obligations related to the exploitation of the CONCESSION.

3. Concerning the CONCESSIONAIRE's prerogatives in the transition from the so-called: LOTE 08

- 3.1. From the date of the signing of the CONCESSION AGREEMENT, the CONCESSIONAIRE, by itself or by the RAPPORTEUR approved pursuant to this ANNEX, shall be authorized to adopt measures aimed at verifying compliance by CENTROVIAS with the minimum conditions for the return of the Road System, object of the LOT 08 in good condition, with appropriate updating, as provided for in Annex 10 - Conditions for Return of Concession Contract number 008 / CR / 1998.

- 3.2 Among the measures that the CONCESSIONAIRE shall be authorized to take, and considering the provisions of articles 19, I, and 20, paragraphs 1 and 2, of Law 7,835, of May 8, 1992, as well as the provisions

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of item "3 Receipt "and its subitems of Annex 10 to Concession Agreement number 008 / CR / 1998 are included:

(i) the participation in the Road System RETURN COMMITTEE granted to CENTROVIAS, referred to in Annex 10 of Concession Contract 008 / CR / 1998, without prejudice to ARTESP's representation, as Regulatory Agency;

(ii) accomplishment of inspections, together with ARTESP, pursuant to Articles 19, I, and 20, Paragraphs 1 and 2, of Law 7,835, of May 8, 1992, of LOT 08 granted to CENTROVIAS;

(iii) accomplishment of inspections, together with the other members of the COMMISSION referred to in item (i) retro, of the so called: LOTE 08 granted to CENTROVIAS, to verify the existence of the minimum conditions for return, provided for in Annex 10 to Concession Agreement 008 / CR / 1998;

(iv) the preparation of inspection reports, as per the rules described in items 3.3 to 3.8 below, independently of the reports issued by the RETURN COMMITTEE and / or ARTESP.

3.2.1 - In any activities listed in item 3.2, the CONCESSIONAIRE may offer suggestions of the parameters that will guide the transfer of the so called: LOTE 08.

3.3 The CONCESSIONAIRE, by itself or by the RAPPORTEUR, will be responsible for making INITIAL INSPECTION REPORT and CONSOLIDATED INSPECTION REPORT, within the deadlines established in this ANNEX, for the purpose of confirming the status of LOT 08 and the eventual assessment of EVENTS OF IMBALANCE, if materialized.

3.4. The INITIAL INSPECTION REPORTS must be prepared in accordance with the standard indicated in Table 1 below. All reports must contain a summary table describing and numbering all items pointed out. This table must contain, in addition to the description and numbering of the event, basic location information (highway, runway, kilometer, geographic coordinates) and all items must be classified / separated by nature of the event (environment, pavement, drainage, condition). geological / geotechnical, etc.).

3.5 Although INITIAL INSPECTION REPORTS must be fully completed within 100 (one hundred) days from the date of signature of the CONTRACT, the following interim deadlines must be met to verify the conditions of the respective except:

Table 1 – Deadlines for identifying irregularities in the INITIAL INSPECTION REPORT

Item	Technical Parameters of the Responsibility Matrix	Deadline for delivery of the respective RVI from the signing of the CONTRACT	
		Phase 1 (30 days)	Fase 2 (90 days)
A	Erosive Processes in cut and embankment slopes	X	
B	Slope stability to current technical standards	X	
C	Drainage system and / or natural drainage siltation	X	
D	Lack or insufficient vegetation cover in the domain range	X	
E	Presence of solid waste from third party activities	X	
F	Permanent Preservation Area Recovery - APPs	X	

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G	Environmental investigations of areas with potential for contamination	X	
H	Condition of existing wildlife passages	X	
i	Presence of invasions of the domain range	X	
j	Environmental licensing pending from DER and CENTROVIAS	X	
l	System Condition of surface drainage	X	
m	Drainage system condition (except surface drainage)		X
n	Pavement condition (spot problems and IRI / IQ and deflection indexes)		X
o	Structural condition of the SOEs		X

3.6. Specifically in relation to the environmental liabilities (items “a” to “g”) of the Table above, in the event of identification of new liabilities or the aggravation of any of the situations verified in ANNEX 2 within 30 (thirty) days after the receipt of the so called: LOTE 08, an individual technical report shall be prepared for each evolution of the occurrence, which shall be signed by a duly competent professional with the collection of the Technical Responsibility Annotation (A.R.T.), containing the following information:

- (i) Location of environmental liabilities;
- (ii) General characterization of the area, including detailed geological and geotechnical and land use and land cover mapping (1: 1,000);
- (iii) General description of the type of liability and the aggravation situation identified through on-site withdrawal;
- (iv) Temporal analysis of the study area by using updated and old satellite images for comparison purposes;
- (v) Results of geotechnical field and laboratory investigations that demonstrate the stability of the site, according to the DER Rules, where such an investigation is applicable;
- (vi) Presentation of solutions for recovery of environmental liabilities;
- (vii) Sketch of the identified situation and the proposed solution for the environmental liability;
- (viii) Photographic record of the observed situation;
- (ix) Other relevant information that may assist in demonstrating the causes that led to the deterioration of the observed situation.

3.7. The CONCESSIONAIRE, by itself or by the RAPORTEUR, will have up to ten (10) days from the deadlines listed in the Table above to send to ARTESP the INITIAL INSPECTION REPORTS for evaluation, whose content will consist in the identification, within the required period, of irregularities related to the respective technical items.

3.8. In the event that the CONCESSIONAIRE, by itself or by the RAPORTEUR, fails to comply with the intermediate term of identification of any technical items listed in Table 1 above, or fails to register the technical item in the respective INITIAL INSPECTION REPORTS delivered, the CONCESSIONAIRE will be assigned the risk related to the corrections. and treatment of the respective item, regardless of identification of irregularity in the INITIAL INSPECTION REPORT.

3.8.1. The identification of irregularity or liability in the CONSOLIDATED INITIAL INSPECTION REPORT in breach of the interim deadlines set out in "Table 1" above, will only configure EVIDENCE OF IMBALANCE in cases of hidden addiction.

4. About the elaboration of the INITIAL INSPECTION REPORTS and CONSOLIDATED SURVEILLANCE REPORT that was elaborated by the RAPORTEUR

4.1. The INITIAL INSPECTION REPORTS AND CONSOLIDATED INSPECTION REPORTS may be prepared by an individual or legal entity outside the PARTIES and to the GRANTING AUTHORITY and its related entities, in accordance with the terms and rules set forth in this APPENDIX.

4.1.1. The RAPPORTEUR and its agents may not have had any type of relationship with the CONCESSIONAIRE and its RELATED PARTIES, nor have they received any form of remuneration in the 12 (twelve) months prior to the publication of the REQUEST FOR BIDS, nor may they have any type of connection with the CONCESSIONAIRE and its RELATED PARTIES, nor perceive any form of remuneration, within 12 (twelve) months after the submission of the CONSOLIDATED INSPECTION REPORT.

4.2. The RAPPORTEUR will be chosen by ARTESP from one of the candidates on the triple list proposed by the CONTRACTOR in a timely manner so that it can act within the procedures described herein, in cases where the CONTRACTOR chooses RAPPORTEUR.

4.3. The elaboration of a triple list must cumulatively obey the criteria of wide technical reputation in the market and the absence of prohibitions to contract with the Public Administration.

4.4. ARTESP may request, at its discretion and for once, the elaboration of a new triple list within 7 (seven) days of its request to the CONTRACTOR, in which case the CONTRACTOR shall indicate a new triple list, replacing all three candidates. RAPPORTEUR.

4.5. All costs and eventual liabilities related to the contracting of RAPPORTEUR will be exclusively attributed to the CONCESSIONAIRE, not being any kind of burden to ARTESP or the GRANTING AUTHORITY.

4.6. If RAPPORTEUR is selected by ARTESP, it will carry out, by itself or its agents, the inspections regarding the receipt of the ROAD SYSTEM and will present the INITIAL INSPECTION REPORTS and CONSOLIDATED INSPECTION REPORTS, pursuant to this ANNEX.

4.7. The RAPPORTEUR will be the technical responsible, for all legal purposes, for the information presented in the INITIAL INSPECTION REPORTS and CONSOLIDATED INSPECTION REPORT, personally responding to the team that will contract for their inspections.

5. About the Transition

5.1. The RETURN COMMITTEE of the LOT 08 Road System, provided for in Annex 10 of Concession Agreement number 008 / CR / 1998, and ARTESP will be responsible for the implementation of the Steps and Deadlines established within the scope of that Agreement, aiming at (i) the appropriate and full return to the GRANTING AUTHORITY of the rights, privileges and reversal of the assets linked to the rendering of the service object of the concession falling due, (ii) the continuity of the rendering of the public service, (iii) the preservation of the rights of the USERS and the GRANTING AUTHORITY.

5.2. It will be up to ARTESP, as Regulatory Agency:

5.2.1. to approve the inspection report and the parameters proposed by the RETURN COMMITTEE to transfer the system from CENTROVIAS to the CONCESSIONAIRE;

5.2.2. to settle conflicts between the members of the RETURN COMMITTEE; and

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5.2.3. to consider the INITIAL INSPECTION REPORTS and CONSOLIDATED INSPECTION REPORT presented by the CONCESSIONAIRE and to instruct the administrative processes for the reasoned analysis and subsequent decision on the questions raised by the Board of Directors, including the opening of the sanctioning administrative process, in the face of CENTROVIAS, if that is the case.

5.3. Within 115 (one hundred and fifteen) days after the signing of the CONTRACT, the CONCESSIONAIRE, by itself or by RAPPORTEUR, shall submit to the ARTESP Board of Directors the CONSOLIDATED INSPECTION REPORT, pursuant to item 3 above, consolidating the notifications of compliance with intermediate terms and containing:

(i) summary of the verified components and any inaccuracies found, including information:

a) regarding the compliance by CENTROVIAS with the deadlines set in the partial inspection reports of the Return Committee of the so called: LOTE 08

b) whether or not compliance with the system return conditions set out in Annex 10 to Concession Agreement number 008 / CR / 1998;

(ii) estimate of any economic and financial imbalance in favor of the CONCESSIONAIRE, if CENTROVIAS does not correct the failures identified prior to the Transfer of LOT 08, and if it is incumbent upon the CONCESSIONAIRE to make the necessary corrections to the full operation of LOT 08 that will be transferred to it. EVIDENCE OF IMBALANCE and doing justice to the consequent restoration of the economic balance of the CONTRACT.

5.3.1. In the CONSOLIDATED INSPECTION REPORT, no inclusion of items not included in the INITIAL INSPECTION REPORTS will be accepted, ie all items must be previously registered in the respective INITIAL INSPECTION REPORTS delivered in accordance with the deadlines set out in Table 1 above.

5.4. After receiving the CONSOLIDATED INSPECTION REPORT, ARTESP will analyze it and deliberate within 45 (forty-five) days.

5.4.1. The extension of the period of 45 (forty five) days will be possible if justified, especially in case of need for further studies and tests, and if by mutual agreement between the PARTIES.

5.5. The full and unqualified validation by ARTESP's Board of Directors of the CONSOLIDATED INSPECTION REPORT prepared by the CONCESSIONAIRE, by itself or by RAPPORTEUR, implies the CONCESSIONAIRE's full acceptance of the REMAINING SYSTEM conditions.

5.6. It is up to ARTESP Directing Council to decide on:

(i) regularity of the procedure (s) adopted by the CENTROVIAS team;

(ii) the adequacy of the estimate offered by the CONCESSIONAIRE, referred to in sub-item 4.3. (ii);

(iii) the receipt and return of the Highway System object of LOT 08 and consequences in relation to CENTROVIAS, CONCESSIONAIRE and GRANTING AUTHORITY, as the case may be, ensuring the right to the adversary.

5.7. The provisional receipt of the Highway System object of the so called: LOTE 08 by the GRANTING AUTHORITY does not exempt CENTROVIAS from any technical liabilities, which will only be terminated under the terms and conditions provided for in the relevant legislation and in the clauses of Concession Agreement 008 / CR / 1998, nor the civil liability of maintaining the indemnifying GRANTING AUTHORITY, as a result. guarantee of the useful life of reversible assets, as provided for in Annex 08 to the same retroactive contract.

6. About Risk Sharing and its Effects

6.1. The validation by ARTESP's Board of Directors of the work of the Return Committee, the INITIAL INSPECTION REPORT and the CONSOLIDATED SURVEILLANCE REPORT prepared by the CONCESSIONAIRE and the ARTESP Inspection Report implies full acceptance by the CONCESSIONAIRE of the conditions of the: LOTE 08.

6.1.1. If ARTESP does not validate the CONSOLIDATED SURVEILLANCE REPORT from the CONCESSIONAIRE referred to in item 5.3, in which all failures and inaccuracies shall be pointed out, as well as estimates of values for future rebalancing in favor of CONCESSIONAIRE, the CONCESSIONAIRE may use the amicable conflict resolution methods provided in the CONTRACT to discuss any differences, as to the existence, or not, of the identified failures and inaccuracies, including arbitration.

6.2. The inaccuracies or failures not identified by the CONCESSIONAIRE in the INITIAL INSPECTION REPORTS and CONSOLIDATED INSPECTION REPORT shall be corrected by it and shall not constitute EVENTS of the CONTRACT'S economic and financial imbalance, except in cases of hidden vice.

6.3. In the event of inaccuracies or failures identified by the CONCESSIONAIRE in the Inspection Reports, the CONCESSIONAIRE will be required to make the respective corrections after ARTESP's determination, thus constituting EVIDENCE OF IMBALANCE, and the CONCESSIONAIRE is entitled to recompose the economic-financial balance of the CONTRACT.

6.4. In cases of hidden defect in the REMAINING SYSTEM, identified subsequently to the TRANSFER TERM OF THE REMAINING SYSTEM to the CONCESSIONAIRE, but within the 6 (six) year contractual guarantee period provided for in Annex 10 to Concession Agreement 008 / CR / 1998, the CONTRACTOR It hereby agrees with the eventual decision of ARTESP to determine to CENTROVIAS the appropriate repairs, under supervision and upon approval of the projects by CONCESSIONAIRE together with ARTESP.

6.5. The inaccuracies or failures identified in the CONSOLIDATED INSPECTION REPORT will be corrected by the CONCESSIONAIRE and may constitute EVENTS OF IMBALANCE of the type: economic-financial of the CONTRACT, provided that:

(i) environmental liabilities and / or irregularities are not included in the list and definition provided in ANNEX 2 and have been detected within the deadlines set out in Table 1 and items 3.5 and 3.6 above;

(ii) ARTESP, in addition to approving the existence of the inaccuracies or failures pointed out by CONCESSIONAIRE, itself or by RAPPORTEUR, to determine its repair by CONCESSIONAIRE.

6.5.1. In the event provided for in item 6.1.1., The CONCESSIONAIRE shall bear the burden of demonstrating the EVENTS OF IMBALANCE provided for in item 6.5 above, and must therefore subsidize ARTESP with the elements required by current regulations, as well as photos, designs, sketches, results of execution control tests, quantity reports, price budget (unit price ceiling). will be given by the most current TPU DER / SP); service agreement with quantities and service invoice.

6.6. Failures and inaccuracies identified by RAPPORTEUR and approved by ARTESP will necessarily constitute EVIDENCE OF IMBALANCE, if its correction is attributed to the CONCESSIONAIRE, whose measurement will follow the provisions of item 5 of this ANNEX and clauses of the CONTRACT.

6.7. The existence of the EVIDENCE OF IMBALANCE and the amount of the imbalance presented by RAPPORTEUR in the reports subscribed by it, being the responsibility of ARTESP to evaluate and approve the EVENT OF IMBALANCE to restore the CONTRACT's economic and financial balance.

7. About Operation Functions and Engineering Projects

7.1. The operation of the ROAD SYSTEM shall be fully standardized to the fullest extent within 180 (one hundred

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and eighty) days from the date of signature of the REMAINING SYSTEM TRANSFER TERM, that is, on the PAI's closing date.

7.2. The extensions and respective Functional Projects foreseen for the term of the CONTRACT are provided for in APPENDIX 7, and for the purposes of works schedule, the dates established in the POI shall be considered.

8. Inventory

8.1. The Inspection Report and other documents produced by the RETURN COMMITTEE, and accepted by the CONCESSIONAIRE, and approved by ARTESP pursuant to items 3, 4 and 5 of this ANNEX, are part of the CONCESSION's inventory of assets, which shall be kept up to date and appropriate, including in technological terms and through georeferenced video registration, the provision of public service throughout the CONCESSION period

9. Regarding the Guarantee of Receipt by the CONCESSIONAIRE of the Highway System object of Concession Agreement number 008 / CR / 1998

9.1. The GRANTING AUTHORITY guarantees the full receipt by the CONCESSIONAIRE of the Highway System dealt with in LOT 08, object of Concession Agreement 008 / CR / 1998, on the same date of signature of the INITIAL TRANSFER TERM of the EXISTING SYSTEM.

9.2. The parties hereby acknowledge that it constitutes an EVENT OF IMBALANCE that is detrimental to the GRANTING AUTHORITY, and consequently there is a need to recompose the economic-financial equation of the CONTRACT in favor of the GRANTING AUTHORITY, to be calculated pursuant to the aforementioned CONTRACT and considering items 9.4 and 9.5 below, the possibility of anticipating the receipt of LOT 08, which will become part of the CONTRACT.

9.2.1. By implementing the event mentioned above, the CONCESSIONAIRE may not refuse to receive LOT 08 in advance, assuming, for this stretch of road, all obligations and rights derived from the CONTRACT and its ANNEXES.

9.3. The parties hereby acknowledge that it constitutes EVENT OF IMBALANCE with effects detrimental to the CONCESSIONAIRE, and consequently there is a need to recompose the economic-financial equation of the CONTRACT in favor of the CONCESSIONAIRE, to be calculated pursuant to the aforementioned CONTRACT and considering items 9.4 and 9.5 below, the hypothesis of delay in the receipt of LOT 08, which will become part of the CONTRAC.

9.3.1. The delay in receiving LOT 08, which will become part of the CONTRACT, will only start to be computed from the date on which the CONCESSIONAIRE becomes entitled to the DUE TARIFF REVENUE due to the collection of TOLL RATE in the stations located in the REMAINING SYSTEM (LOT 08).

9.3.2. If the hypothesis described in item 9.3 is configured, the way in which the restoration of the economic-financial balance of the CONTRACT will be implemented shall be compulsorily reimbursement or indemnity.

9.3.3. Pursuant to the provisions of item 9.3 above and its sub-items, ARTESP shall inform the DEPOSITORY BANK, by means of ANNUAL NOTIFICATION, the amount to be transferred to the CONCESSIONAIRE's checking account due to the delay in the transfer of the REMAINING SYSTEM.

9.4. The recomposition of the economic and financial balance to be calculated as a result of the EVENTS OF IMBALANCE provided for in items 9.2 and 9.3 of this APPENDIX shall consider the value of the kilometer tariff applicable to the CONCESSIONAIRE, provided for in APPENDIX 4, in addition to the applicable taxes.

9.5 For the calculation of the restoration of balance due to the occurrence of the EVENTS OF IMBALANCE

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provided for in Clauses 9.2 and 9.3 of this ANNEX, the monthly average of the nominal expenses of CENTROVIAS 'fiscal year 2019 will be considered to define the CONCESSIONAIRE's operating costs, expressed in "Table 4B" presented by CENTROVIAS and audited by ARTESP, duly updated, and observing the occurrence of the provisions of item 1.4.1 above.

9.6 The provision of Clause 9.3 does not prejudice the possibility of early termination of the Contract due to the delay of more than 180 (one hundred and eighty) in the TRANSFER TERM OF THE REMAINING SYSTEM, as provided for in Clause 6.4 of the CONTRACT.

10. General provisions

10.1. For the implementation of the provisions of this ANNEX, interference, damage, imposition of obstacles or breach of continuity in the provision of services object of the Concession Agreement number 008 / CR / 1998 is prohibited, as well as the imposition of any encumbrances to CENTROVIAS, being protected all the contractual and intellectual property rights of CENTROVIAS.

10.1.1. Once the concession agreement with CENTROVIAS is terminated, ARTESP will be assigned, without charge and definitively, the studies, projects and other intellectual works created and developed during the term of the Concession Agreement number 009 / CR / 1998, which may be even be used in future concession contracts and without any restrictions in the event of conditioning the continuity of the provision of services.

10.2. Any and all joint definition between CENTROVIAS and CONCESSIONAIRE, whether or not referring to the transition phase, of a strictly private character and which has no reflection on the adequate rendering of the service granted:

- (i) it shall not give rise to any right to rebalance in favor of either party;
- (ii) it may not imply any burden to the GRANTING AUTHORITY; and
- (iii) it shall be communicated to ARTESP.

10.3. Any and all joint definition between CENTROVIAS and CONCESSIONAIRE that has any reflection on the adequate rendering of the granted service must be previously approved by ARTESP.