



STATE SECRETARIAT FOR INFRASTRUCTURE AND ENVIRONMENT

ANNEX XX – COEXISTENCE GUIDELINES FOR THE CONCESSIONAIRE AND THE USP



STATE SECRETARIAT FOR INFRASTRUCTURE AND ENVIRONMENT

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1. PURPOSE OF THE COEXISTENCE GUIDELINES

In considering the existence of assets that the *UNIVERSIDADE DE SÃO PAULO* partially holds in the CONCESSION AREA, in addition to custody, renovation or adaptation, conservation and maintenance duties in these grounds on behalf of the CONCESSIONAIRE, as regulated under the CONTRACT, this ANNEX sets forth the COEXISTENCE GUIDELINES and the sharing of grounds and assets between the CONCESSIONAIRE and the *UNIVERSIDADE DE SÃO PAULO* for purposes of carrying out their concerning activities throughout the CONCESSION TERM.

The COEXISTENCE GUIDELINES were devised based on attributions set forth aimed at establishing a sound communications channel between the involved parties effective the DATE OF EXECUTION of the CONTRACT, which seeks to streamline coordination and development of services and activities whose interfacing has been determined throughout the CONCESSION TERM.

All attributions listed below were set forth taking into consideration the asset located in the CONCESSION AREA-SP, as well as the terms of Agreement signed in October 13th between the STATE SECRETARIAT FOR INFRASTRUCTURE AND ENVIRONMENT and USP. All attributions described hereunder do not rule out both PARTIES' obligations to work together to consolidate the content of this base guidelines, upon taking note of how their concerning activities interact throughout the CONCESSION TERM.

The following, among others, are the purposes of the coexistence guidelines to guide the relationship between the CONCESSIONAIRE and the *UNIVERSIDADE DE SÃO PAULO*:

- I. to foster the *UNIVERSIDADE DE SÃO PAULO*'s and the CONCESSIONAIRE's coexistence and undertaking of activities at the CONCESSION AREA;
- II. to foster a proper and compensated use of the *UNIVERSIDADE DE SÃO PAULO*'s asset located at the CONCESSION AREA;
- III. to set forth enforceable guidelines and measures aimed at mitigating risks resulting from activities carried out under the coexistence regime;

In addition to the provisions of these guidelines, both the CONCESSIONAIRE and USP are free to make, throughout the CONCESSION TERM, public deals, whether free or onerous, whose legal arrangement shall be distinct to that of the CONCESSION, aimed at ensuring the best possible destination for the aforementioned assets and/or any other assets that they deem relevant, including the side area pertaining to the parking lot which is part of the CONCESSION AREA. The deal shall be conditional upon the STATE SECRETARIAT FOR INFRASTRUCTURE AND ENVIRONMENT's consent.

2. ASSETS: INTERFACING AND ATTRIBUTIONS OF THE PARTIES

The asset subject to shared use regulation between the CONCESSIONAIRE and the *UNIVERSIDADE DE SÃO PAULO*, located at the CONCESSION AREA-SP, relates to the parking space designated hereunder, in APPENDIX I.

2.1. OBLIGATIONS OF THE CONCESSIONAIRE

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2.1.1. The following are the CONCESSIONAIRE's coexistence obligations throughout the CONCESSION TERM:

- I. effective the TERM OF DELIVERY OF THE PUBLIC ASSET, to provide maintenance services on parking space and access areas to the CONCESSION AREA-SP, such as charging for parking space tickets, providing guidance to drivers and pedestrians, upkeeping flooring/paving, upkeeping signage, signboards, banners and informative billboards, including access to the *UNIVERSIDADE DE SÃO PAULO's* Cientec Park;
- II. to carry out improvements in the parking space until the 38th month from the date of signature of the TERM OF DELIVERY OF THE PUBLIC ASSET, including at least the following things:
 - a. improvement of current flooring to get rid of any obstacles or edges that hinder pedestrian and vehicle transit, thereby ensuring all-around accessibility;
 - b. introducing adequate road markings and signs to ensure safe transit of users;
 - c. adaptation of the drainage system;
 - d. bike rack;
 - e. ensuring pedestrian access to the Cientec Park in a specified path;
 - f. adaptation of sanitation facilities.
- III. to annually pay USP, as a counterpart for using the parking space grounds, the IPC/FIPE Consumer Index-corrected sum of R\$ 1,500,000 (one million and five hundred thousand reais), to be wired to a specific bank account designated by USP. The first payment shall be made until the 5th (fifth) working day of the 13th (thirteenth) month effective the DATE OF EXECUTION of the CONTRACT and, annually, until the 5th (fifth) working day of the CONTRACT's anniversary month.
- IV. in the event that the annual payment to USP is overdue, a 2% fine shall be charged as well as 1% interest on arrears, estimated on a "pro-rata die" basis, which shall also be due to USP.

2.2. OBLIGATIONS OF USP

2.2.1. The following are USP's obligations throughout the CONCESSION TERM:

- I. to provide the parking space grounds for the CONCESSIONAIRE's use free and unfettered of any encumbrances; and
- II. to designate a bank account specifically for the wire transfer of the annual payment.

3. GUIDELINES FOR DEVISING COMMUNICATIONS PROCEDURES

3.1. SCHEDULING OF PARTIES' ACTIVITIES

The way that communications and sharing of information between the CONCESSIONAIRE and USP is to take place throughout the CONCESSION TERM shall take into account regulations on the asset's operations commissioned by the Government of the State of São Paulo, regulated based on State Law no. 17.107/2019, in the AUCTION NOTICE, the CONTRACT and ANNEXES, in addition to regulations applying to USP activities. Communications procedures shall be set forth between the CONCESSIONAIRE and USP after

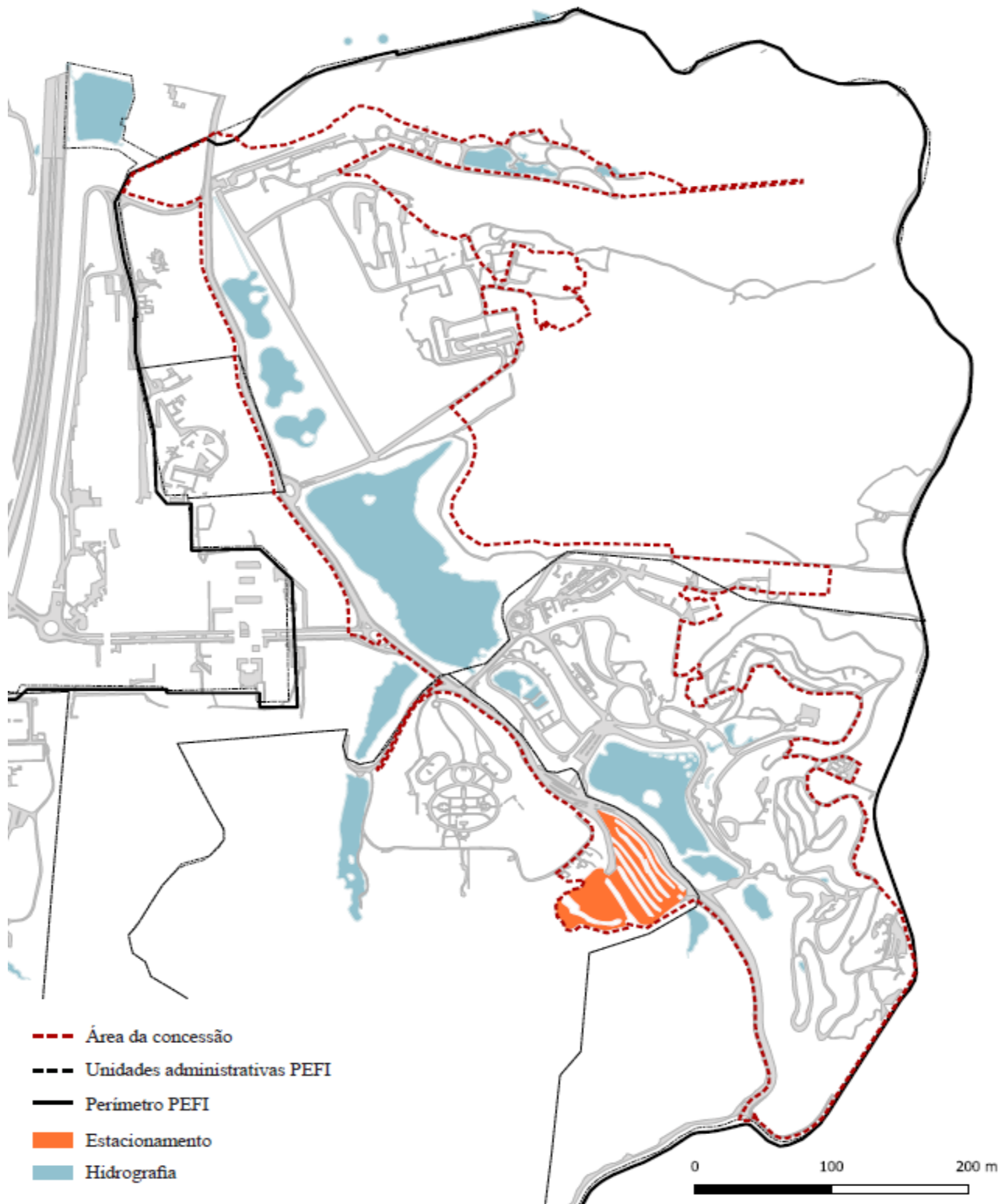
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signing of the CONTRACT, with mediation by the STATE SECRETARIAT FOR INFRASTRUCTURE AND ENVIRONMENT.

Factors to be taken into consideration:

- I. activities and deadlines for carrying out activities;
- II. boundaries between visitor and administrative areas (with or without physical barriers);
- III. identification of executing companies and their employees;
- IV. loading and unloading of material/equipment;
- V. removal of material/equipment – removal of rubbish and remains of different material;
- VI. transit/activities using workforce within these perimeters;
- VII. routine procedures for requesting access (procedure with its several steps);
- VIII. any other deemed necessary for attaining the best results when it comes to enhancing both parties' activities.

APPENDIX I – COEXISTENCE AREA





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IN THE IMAGE:

Concession area

Parque Estadual Fontes do Ipiranga – PEFI administrative units

Parque Estadual Fontes do Ipiranga – PEFI Perimeters

Parking space

Hydrography