

EXHIBIT 10

**CONDITIONS FOR RETURN OF THE INTERCONNECTION SYSTEM TO THE GRANTING
AUTHORITY AND, IF APPLICABLE, TRANSFER TO THE NEW CONCESSION**

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

1. Basic Concepts

1.1. This EXHIBIT has the objective of defining the fundamental conditions for the RETURN OF THE INTERCONNECTION SYSTEM by the CONCESSIONAIRE to the GRANTING AUTHORITY and/or for the TRANSFER OF THE INTERCONNECTION SYSTEM, by the CONCESSIONAIRE to the SUCCESSOR, in whole or in part.

1.2. For purposes of compliance with the provisions of this EXHIBIT, the references and rules regarding the RETURN OF THE INTERCONNECTION SYSTEM also apply in the event of TRANSFER OF THE INTERCONNECTION SYSTEM to a future SUCCESSOR.

1.3. All references to the TRANSFER OF THE INTERCONNECTION SYSTEM will be applicable if, at any time before the end of the CONCESSION, there is a tender process already completed and, therefore, with a declared winner, whose objective is the whole or a part of the INTERCONNECTION SYSTEM.

1.4. This EXHIBIT establishes the technical requirements regarding the state of conservation/maintenance/operation for each of the structures within the INTERCONNECTION SYSTEM at the end of the CONCESSION TERM.

1.4.1. The CONCESSIONAIRE, regardless of the maintenance and conservation necessary to maintain the PERFORMANCE INDICATORS and compliance with other contractual obligations during the CONCESSION TERM, shall return and/or transfer the INTERCONNECTION SYSTEM in good condition of conservation and operation, with the appropriate update at the time of return and/or transfer, in addition to remaining useful lives and age parameters compatible with the provisions of the EXHIBITS to the CONTRACT, especially EXHIBITS 7 and 6, including in relation to the equipment.

1.5. The entire INTERCONNECTION SYSTEM shall be returned and/or transferred, in perfect compliance with the standards, design instructions, ordinances and standards of the REGULATORY AUTHORITY, DER/SP, DNIT, ABNT (in this order) in force at the time of termination of the CONCESSION and, subsidiarily, with the related international standards for systems with similar characteristics in force, always aiming to comply with the provisions of EXHIBITS 5, 6 and 7, as well as the PERFORMANCE INDICATORS.

1.6. The specifications described below shall be understood as minimum conditions for the RETURN OF THE INTERCONNECTION SYSTEM and/or TRANSFER OF THE INTERCONNECTION SYSTEM and will also have, as a fundamental subsidy, the Descriptive Memorials and Reference Projects of the INTERCONNECTION SYSTEM, available for consultation with the REGULATORY AUTHORITY or GRANTING AUTHORITY.

2. Description of Conditions

2.1. Pavement

2.1.1 Pavements shall be returned and/or transferred by the CONCESSIONAIRE in accordance with the quality standard required by EXHIBIT 6.

2.2. Specific Special Structures

2.2.1. For the purposes of this EXHIBIT, all bridges, overpasses, walkways, ditches, large galleries, small bridges, mixed or non-mixed structures for crossing roads and/or streams and/or rivers, etc., which are the object of the CONCESSION, are characterized as OAE.

2.2.2. The CONCESSIONAIRE shall, through the conservation/maintenance plan for the

OAEs, ensure compliance with the current standards of the REGULATORY AUTHORITY, DER/SP, DNIT, ABNT (in that order), regarding the structural safety, functionality and durability of the works returned and/or transferred.

2.2.3. The CONCESSIONAIRE shall return and/or transfer the INTERCONNECTION SYSTEM, observing the following minimum conditions:

- i. Infiltrations: shall be watertight, with no water permeating through its structure, and the surface drainage in the structure and accesses shall function as provided for in the project;
- ii. Cracks: the reinforced and/or prestressed concrete structure shall not present cracks resulting from concrete failures, thermal effects or misuse of the structure. As an acceptance parameter, the cracks shall be as provided for in the project;
- iii. Expansion joints: shall be continuous, without flaws that allow infiltration, and cannot be covered by the pavement, with crushing or openings beyond the limits provided for in the project;
- iv. Support devices: neoprene devices shall not be loose or out of the intended loading location, distorted, out of standard, partially loaded, with exposed and/or corroded gaps, with bulging or dried neoprene layers or torn coatings, without guaranteed functionality. In the case of metal devices, there shall be no corrosion. Their location shall always be guaranteed, especially in unidirectional devices, and their characteristic movements shall also be guaranteed for their proper functioning. In case of "TEFLON", the material shall be in accordance with the conditions specified in the project;
- v. Steel corrosion: In the case of reinforced, prestressed, metal and/or mixed concrete structures, a condition of the work shall be maintained that guarantees the non-appearance and development of this anomaly. Therefore, there shall also be no exposed reinforcement, cabling without injection of cream, or metal structures exposed to environments incompatible with their nature, including submerged works;
- vi. Cleaning of the OAE: in the region of its projection and abutments, the work shall be clean and cleared of vegetation;
- vii. Drainage under the OAE: any well or water vein shall be drained, without damaging the foundations, meso, superstructure and abutments;
- viii. Connections of structures: the conformation of the arrival of the road pavement to the special structure in recesses and impacts on the structure shall be guaranteed;
- ix. Approach slabs: they shall not present displacements or rotations that cause joint openings beyond those specified in the project;
- x. The connections shall not allow displacements and/or stresses on the work structure, which have not been foreseen in their design and dimensioning;
- xi. Slopes in the connections: all slopes shall be properly protected so that they do not displace parts of the meso or infrastructure that depend on this support;
- xii. Lighting and safety screens: they shall be intact and in operation, in accordance with the provisions of the notice and contract;
- xiii. Conditions of the materials constituting the OAE: the materials shall meet the requirements of the ABNT (Brazilian Association of Technical Standards) standards and comply with the technical requirements of the specific structural project of the work.

2.2.4. The expectations for conservation of the structures, as well as their adaptations upon RETURN OF THE INTERCONNECTION SYSTEM, shall comply with Technical Specification ET-00.000.000-0-C21/002 for Inspection and Structural/Functional and Durability Assessment of Special Works of Art and Walkways, or another that replaces or complements it, established by the REGULATORY AUTHORITY. The structures belonging to the INTERCONNECTION SYSTEM shall present at least A4 in terms of structural and functional safety and A5 in terms of durability.

2.3. Tunnel

2.3.1. The CONCESSIONAIRE shall, through the conservation/maintenance plan for the tunnel, ensure compliance with the current standards of the REGULATORY AUTHORITY, DER/SP, DNIT, ABNT (in this order), regarding the structural safety conditions, functionality and durability of the returned and/or transferred works.

2.3.2. The CONCESSIONAIRE shall return and/or transfer the INTERCONNECTION SYSTEM, observing the following minimum conditions:

- i. Infiltrations: shall be watertight, with no water permeating through its structure, and the surface drainage shall function as provided for in the project;
- ii. Cracks: the concrete structure shall not present cracks resulting from concrete failures, thermal effects or misuse of the structure.
- iii. GINA Joints and Omega Seals: shall be continuous, without gaps that could allow infiltration;
- iv. Drainage: the drainage system, including the pumping system, shall be fully operational;
- v. Conditions of the materials constituting the OAE: the materials shall meet the requirements of the ABNT (Brazilian Association of Technical Standards) standards and comply with the technical requirements of the specific structural project of the work.

2.4. Signaling

2.4.1. Horizontal Signaling

2.4.1.1. Horizontal Signaling shall have a residual useful life of at least 12 (twelve) months and the reflective studs shall comply with the operational specifications.

2.4.2. Vertical Signaling

2.4.2.1. The signs shall meet the following conditions, among others:

- 2.4.2.1.1. They shall be clean, free of dust and mud that impede their functionality;
- 2.4.2.1.2. The films shall have the specified level of retro-reflectance;
- 2.4.2.1.3. The signs shall not be covered by vegetation.

2.4.2.2. The signaling shall be up to date and compatible with the modifications to the roads carried out throughout the CONCESSION TERM.

2.5. Current and Drainage Special Structure

2.5.1. The CONCESSIONAIRE shall return and/or transfer all drainage devices existing in the INTERCONNECTION SYSTEM in full condition of conservation, functioning and operation.

2.5.2. In order for the CONCESSIONAIRE to guarantee the functionality of these devices, the following recommendations shall be observed:

2.5.2.1. The deep drainage shall be unobstructed;

2.5.2.2. The gutters, downspouts, water outlets and manholes shall be unobstructed and clean;

2.5.2.3. The cuts and fills around the drainage devices shall not show erosion;

2.5.2.4. The gutters, downspouts, drainage channels and other drainage devices shall be continuous, without interrupted or damaged sections;

2.5.2.5. The drainage devices shall have adequate structural conditions;

2.5.2.6. The gutters, downspouts and drainage channels shall be desilted;

2.5.2.7. The manholes, culverts, transition boxes and collection boxes shall be unobstructed; and

2.5.2.8. The covers and grates shall be in perfect working condition.

2.6. Slopes

2.6.1. The conditions for returning the cut and fill slopes shall ensure the integrity of the earthworks, so that there is no possibility of landslides.

2.6.2. The following recommendations, among others, shall be observed:

2.6.2.1. The cut and fill slopes shall not present erosion or discontinuity in their drainage devices;

2.6.2.2. The geometry of the cut and fill slopes shall be compatible with the stability conditions foreseen in the project;

2.6.2.3. The slopes shall be free of blocks, stones or loose materials that could pose a risk to users; and

2.6.2.4. The vegetation covering shall have a maximum height of 30 cm (thirty centimeters) in generic areas and 10 cm (ten centimeters) around operational facilities.

2.7. Safety Devices

2.7.1. The safety devices shall meet the specifications to which they are subject, according to this EXHIBIT and the applicable standards.

2.7.2. The metal defenses shall not have points of denting, rupture and/or discontinuity.

2.7.3. The concrete barriers shall not have discontinuities and the structure shall be free of large cracks, exposed or corroded reinforcement and points with concrete disintegration.

2.7.4. The CONCESSIONAIRE shall return and/or transfer the roads that are part of the INTERCONNECTION SYSTEM with technologically updated devices, according to the terms of the CONTRACT, compatible with the physical changes that may occur throughout the CONCESSION TERM, in full operating conditions.

2.8. Landscaping

2.8.1 All unpaved areas of the INTERCONNECTION SYSTEM, as determined in the project and executed during the IMPLEMENTATION WORKS, shall have vegetation covering,

which shall be subject to the application of appropriate techniques, including fertilization and specific corrections, and technologies available on the market.

- 2.8.2 The CONCESSIONAIRE shall observe the functional and operational aspects of the INTERCONNECTION SYSTEM and the support facilities and tertiary activities in terms of planting, growth and possible interference by the vegetation over the various facilities, such as:

- 2.8.2.1 Drainage;
- 2.8.2.2 Lighting;
- 2.8.2.3 Signaling;
- 2.8.2.4 Defenses;
- 2.8.2.5 Structures;
- 2.8.2.6 Buildings;
- 2.8.2.7 Monuments;
- 2.8.2.8 Equipment;
- 2.8.2.9 Visibility;
- 2.8.2.10 Obscuring; and
- 2.8.2.11 "Stroboscopic" Effect.

- 2.8.3 The entire area planned for future development programs shall be free of arboreal species, as well as of any intervention that may burden or hinder their removal.

- 2.8.4 The CONCESSIONAIRE shall take maintenance measures, such as:

- 2.8.4.1 Trees and shrubs shall be properly pruned;
- 2.8.4.2 Removal of any and all undesirable material from the landscaping of the INTERCONNECTION SYSTEM;
- 2.8.4.3 Planted areas shall be fertilized and free of pests;
- 2.8.4.4 The main areas shall have grass with a maximum height of up to 10cm (ten centimeters);
- 2.8.4.5 The areas covered with vegetation shall undergo at least two prunings in the last six months of the CONCESSION TERM; and
- 2.8.4.6 The structures for noise reduction shall be in good condition of conservation/maintenance and operation.

2.9. Control Equipment and Systems

- 2.9.1. For the RETURN OF THE INTERCONNECTION SYSTEM and/or TRANSFER OF THE INTERCONNECTION SYSTEM, the quantities in operation shall be considered for due compliance with the service levels required for the subsystems provided

for in the CONTRACT;

2.9.2. All Equipment and Control Systems referred to in item 2.8.1 shall be operational, in accordance with the functionality standards set forth in EXHIBIT 5.

2.9.3. Annually, during the last 5 (five) years of the CONCESSION, the CONCESSIONAIRE shall submit to the REGULATORY AUTHORITY spreadsheets containing information on the maintenance, revitalization and replacement of components performed on the Equipment and Control Systems referred to in item 2.8.1.

2.9.4. Collection Control System

2.9.4.1. TOLL RATE collection services include the operation of the collection system for 24 (twenty-four) hours a day, collecting TOLL RATE, controlling vehicle traffic and financial and accounting control of the amounts collected.

2.9.4.2. The following subsystems shall be considered in the quantities in operation in compliance with the required service levels, as per EXHIBIT 5, where applicable:

2.9.4.2.1. Automatic System: collection through electronic identification of the vehicle by the collection control equipment, containing the information necessary for collection, which will be captured and identified by the control equipment, when passing through the GANTRY. For each GANTRY installed, all equipment that comprises the FREE AUTOMATIC SYSTEM shall be returned, meeting the service level required in the CONTRACT.

2.9.4.2.2. Violation Control System: for exempt vehicles and for vehicles traveling with excess loads, the Violation Control Systems installed in all lanes of each GANTRY, all equipment that make up each lane shall be returned, in compliance with the level of service required in the CONTRACT.

2.9.5. Inspection Control Systems

2.9.5.1. Speed Control System: aims to enforce the provisions of current traffic legislation, regarding the maximum speed limits established for the INTERCONNECTION SYSTEM (or sections of this INTERCONNECTION SYSTEM). All fixed radar type equipment, as quantified in the PHYSICAL-FINANCIAL SCHEDULE, installed and meeting the level of service required in the CONTRACT and with valid measurement deadlines, shall be returned.

2.9.6. Communication and Relationship Systems

2.9.6.1. Equivalent to the operational functions comprised of the 0800 Customer Service Systems, Wireless Network Communication System, Radiophony, Data Transmission, Variable Message Panels, Lane Marking, Abandonment Signaling, Emergency User Communication, Public Address/Sound System, in addition to the ombudsman and other USER relationship channels.

2.9.6.2. All equipment from the Systems listed in the previous item and detailed in EXHIBIT 5 shall be part of the return and/or transfer, as quantified in the PHYSICAL-FINANCIAL SCHEDULE and its changes, installed and meeting the level of service required in the CONTRACT.

2.9.7. Monitoring System

2.9.7.1. It corresponds to the operational functions comprised of the Traffic Sensing, Travel Time Control, CCTV Monitoring and Fire Detection and Alarm Systems, integrated with the CCO through a real-time data transmission system.

2.9.7.2. All equipment listed in the previous item and detailed in EXHIBIT 5, as quantified in the PHYSICAL-FINANCIAL SCHEDULE, installed and complying with the service level required in the CONTRACT, shall be included in the return and/or transfer.

2.9.8. Operating Equipment

2.9.8.1. Corresponds to equipment installed in operational buildings, such as the CONCESSIONAIRE headquarters, buildings to support the SAU and ACCESS BUILDINGS, necessary for the development of the activities carried out there.

2.9.8.2. All equipment such as computers, notebooks, telephones and others considered necessary for the development of the work in the aforementioned buildings, installed and in perfect condition and operation, shall be included in the return and/or transfer.

2.9.9. Administrative Equipment

2.9.9.1. It corresponds to equipment installed in operational buildings, such as the CONCESSIONAIRE headquarters, buildings to support the SAU and ACCESS BUILDINGS and necessary for the development of the activities carried out there.

2.9.9.2. All furniture and utensils considered necessary for the development of the work in the aforementioned buildings, in the quantity provided for in the CONTRACT, installed and in perfect condition, shall be included in the RETURN OF THE INTERCONNECTION SYSTEM.

2.10. Lighting and Ventilation

2.10.1. The lighting and ventilation of the INTERCONNECTION SYSTEM under the responsibility of the CONCESSIONAIRE shall present 100% (one hundred percent) efficiency on the date of its return and/or transfer.

2.11. Operational Facilities and Equipment

2.11.1. All operational and support facilities of the INTERCONNECTION SYSTEM, as well as the equipment related to them, shall be in full working and operational condition, including the technology and IT system licenses required for the operation of all equipment, valid until, at least, the signing of the FINAL ACCEPTANCE TERM.

2.11.2. The following are understood as operational and support facilities:

2.11.2.1. ACCESS BUILDINGS

2.11.2.2. Support buildings for the SAU;

2.11.2.3. Operations Control Center (CCO), and

2.11.2.4. Administration Buildings.

2.11.3. For this purpose, the CONCESSIONAIRE shall consider the working, maintenance and conservation conditions of each of the items listed below, referring to the working and operational conditions set forth in the standard projects and respective specifications:

- 2.11.3.1. Structures (including GANTRY);
- 2.11.3.2. Waterproofing;
- 2.11.3.3. Masonry;
- 2.11.3.4. Roofing;
- 2.11.3.5. Ceilings;
- 2.11.3.6. Floors;
- 2.11.3.7. Coatings and finishes;
- 2.11.3.8. Frames and Glass;
- 2.11.3.9. Plumbing/sanitary installations, including fixtures and fittings;
- 2.11.3.10. Fire-fighting installations;
- 2.11.3.11. Electrical installations, including lamps, switches and mirrors;
- 2.11.3.12. Lighting;
- 2.11.3.13. Signaling;
- 2.11.3.14. Mechanical and Electromechanical Equipment;
- 2.11.3.15. Motor-generator Systems; and
- 2.11.3.16. Electronic Equipment.

2.12. Cleaning

2.12.1. The TUNNEL, ACCESS BUILDINGS and URBAN ACCESSES shall be completely clean, free of debris, spilled loads, garbage and slag when returning and/or transferring the INTERCONNECTION SYSTEM.

3. **Acceptance**

3.1. **Inspection**

3.1.1. Three years before the end of the CONCESSION, the REGULATORY AUTHORITY will form and supervise a RETURN COMMITTEE, composed of representatives of the GRANTING AUTHORITY, the CONCESSIONAIRE and, if applicable, the SUCCESSOR, in equal numbers, with the purpose of monitoring the adoption, by the CONCESSIONAIRE, of the measures prior to the RETURN OF THE INTERCONNECTION SYSTEM and/or TRANSFER OF THE INTERCONNECTION SYSTEM established in this EXHIBIT.

3.1.1.1. In the event of early termination of the CONTRACT, the RETURN COMMITTEE shall be formed immediately, observing, to the extent possible, the provisions of this EXHIBIT.

3.1.2. If, at the time of formation of the RETURN COMMITTEE, the tender process whose object includes a new concession of part or all of the INTERCONNECTION SYSTEM that is the object of this CONCESSION has not yet begun or, although already begun, has not been concluded, the SUCCESSOR will be automatically integrated into the COMMITTEE as of the date of approval of the tender process, in accordance with the documentation of the new concession.

3.1.3. The COMMITTEE shall prepare, within 120 (one hundred and twenty) days from its establishment, the first Inspection Report and shall propose to the REGULATORY AUTHORITY, with the approval of the CONCESSIONAIRE and, if applicable, the consent of the SUCCESSOR, the parameters that will guide the RETURN OF THE INTERCONNECTION SYSTEM and/or TRANSFER OF THE INTERCONNECTION SYSTEM, in whole or in part.

3.1.4. The Inspection Report provided for in item 3.1.3 above shall describe the situation of the INTERCONNECTION SYSTEM and may propose to the REGULATORY AUTHORITY the need for corrections, before its return to the GRANTING AUTHORITY and/or transfer to the SUCCESSOR.

3.1.5. Any corrections shall be made within the timeframes previously stipulated by the REGULATORY AUTHORITY and shall entail a new inspection, after the services are completed.

3.1.6. Both in the case of RETURN OF THE INTERCONNECTION SYSTEM and in the case of TRANSFER OF THE INTERCONNECTION SYSTEM, the rules set forth in item 4 of this EXHIBIT shall be observed.

3.1.7. In the case of TRANSFER OF THE INTERCONNECTION SYSTEM, the RETURN COMMITTEE will define the form in which the interaction between the CONCESSIONAIRE and the SUCCESSOR will take place and will submit it for approval by the REGULATORY AUTHORITY in the month prior to the start of the Assisted Operation set forth in item 4.2 of this EXHIBIT;

3.2. Partial and Final Reports

3.2.1. Every 3 (three) months from the approval of the 1st Inspection Report prepared under item 3.1.3 above, the RETURN COMMITTEE shall prepare and submit for approval by the REGULATORY AUTHORITY the Partial Report on the Execution of the Works Developed, as well as a Monitoring Report on the execution of the works in progress and pavement monitoring, attesting to the quality of the work developed by the CONCESSIONAIRE.

3.2.2. When the work to correct the adjustments indicated in the Inspection Report is completed, the Inspection Report will be updated indicating the corrections made, constituting the Updated Inspection Report.

3.2.3. Once the corrective works and necessary adjustments have been completed and the Inspection Report has been updated in accordance with item 3.2.2 above, the RETURN COMMITTEE shall prepare and submit, every 3 (three) months, for approval by the REGULATORY AUTHORITY, a partial maintenance report on the conditions presented in the Updated Inspection Report, which will be known as Partial Maintenance Reports and, together with the Partial Work Execution Report and Partial Monitoring Report, Partial Reports.

3.2.3.1. The Partial Reports shall indicate the situation of any degradation of the RETURNABLE ASSETS during the period assessed, and the CONCESSIONAIRE shall adopt all necessary measures to maintain the RETURNABLE ASSETS in good condition for use, in compliance with the guidelines of this EXHIBIT, with constant information to the REGULATORY AUTHORITY by sharing the Partial Reports. If the Partial Reports indicate

the need for adjustments, the procedure indicated in the items above shall be repeated.

3.2.4. The Final Inspection Report shall be submitted 15 (fifteen) days before the end of the CONCESSION, describing in detail the dates of inspections and meetings held, minutes, all nonconformities identified and corrected during the work of the RETURN COMMITTEE, as well as other information considered relevant by the RETURN COMMITTEE, in the form of a final opinion on compliance with the return conditions set forth in this EXHIBIT.

3.2.4.1. The RETURN COMMITTEE may, by mutual agreement, opt to hire an INDEPENDENT RAPPORTEUR to prepare the reports set forth in this EXHIBIT, under the terms defined below.

3.2.4.2. The INDEPENDENT RAPPORTEUR may be heard regarding the conclusions presented in the reports prepared, prior to the decision of the REGULATORY AUTHORITY.

3.3. The INDEPENDENT RAPPORTEUR will be chosen by a draw by the REGULATORY AUTHORITY from among one of the candidates on the list of three presented by the CONCESSIONAIRE, within a reasonable period of time so that he/she can act within the scope of the procedures provided for in this EXHIBIT.

3.3.1. The INDEPENDENT RAPPORTEUR, his/her agents and subcontractors may not have had any type of relationship with the CONCESSIONAIRE and its RELATED PARTIES, nor have received any form of remuneration from them, in the 12 (twelve) months preceding the establishment of the RETURN COMMITTEE, nor may they have any type of relationship with the CONCESSIONAIRE and its RELATED PARTIES, nor receive any form of remuneration from them, in the 12 (twelve) months following the submission of the Final Inspection Report.

3.3.2. The preparation of the list of three candidates shall comply, cumulatively, with the criteria of broad technical reputation in the market and the absence of prohibitions on contracting with the Public Administration.

3.3.3. The REGULATORY AUTHORITY may request, at its discretion and on a one-time basis, the preparation of a new list of three candidates, within 7 (seven) days of the presentation of the first list of three candidates by the CONCESSIONAIRE, which, within 7 (seven) days, shall present a new list of three candidates, replacing the three initial candidates for INDEPENDENT RAPPORTEUR.

3.3.4. All costs and possible responsibilities related to the hiring and performance of the INDEPENDENT RAPPORTEUR will be exclusively attributed to the CONCESSIONAIRE, and no type of burden will be borne by the REGULATORY AUTHORITY, the GRANTING AUTHORITY or, even, the SUCCESSOR, if any.

3.3.5. Once the INDEPENDENT RAPPORTEUR has been selected by the REGULATORY AUTHORITY, he or she will carry out, by himself or through his or her representatives, the necessary inspections, as well as the preparation of the reports provided for in this EXHIBIT.

3.3.6. If any of the members of the RETURN COMMITTEE disagrees with the reports provided for in this EXHIBIT and prepared by the INDEPENDENT RAPPORTEUR, the latter may be asked to comment on the methods and results within 5 (five) business days from the date of notification, which may be extended upon justification by the INDEPENDENT RAPPORTEUR.

3.3.7. Once the reports produced under this EXHIBIT have been received, the REGULATORY AUTHORITY shall initiate an administrative proceeding to analyze the content in a timely manner to ensure that the work continues within the established deadlines.

3.4. Provisional Acceptance Term

3.4.1. The PROVISIONAL ACCEPTANCE TERM shall be signed on the last day of the CONTRACT's validity by the CONCESSIONAIRE, the GRANTING AUTHORITY and the REGULATORY AUTHORITY, with the participation of the SUCCESSOR, when applicable, thus configuring the end of the CONCESSIONAIRE's responsibility for the maintenance and operation of the INTERCONNECTION SYSTEM.

3.4.2. If there are conditions set forth in this EXHIBIT that are pending fulfillment by the CONCESSIONAIRE, these shall be met according to the regimes established below:

a) In the event of RETURN OF THE INTERCONNECTION SYSTEM to the GRANTING AUTHORITY, the fulfillment of the pending conditions will be carried out according to the schedule to be established by the REGULATORY AUTHORITY, always observing the allocation of risks and the economic-financial balance;

b) In the event of TRANSFER OF THE INTERCONNECTION SYSTEM and it is not feasible to fulfill the pending conditions until the contractual term, the amount equivalent to them may be converted into compensation to be paid directly by the CONCESSIONAIRE to the SUCCESSOR or to the GRANTING AUTHORITY and calculated in the form of economic-financial rebalancing provided for in the CONCESSION AGREEMENT that is ending.

3.5. The PROVISIONAL ACCEPTANCE TERM will describe the situation of the RETURNABLE ASSETS, stating the terms of their acceptance and any need for corrections or replacements under the responsibility of the CONCESSIONAIRE, with no type of reimbursement to the CONCESSIONAIRE.

3.5.1. In the event of any corrections or replacements to be made by the CONCESSIONAIRE, the PROVISIONAL ACCEPTANCE TERM shall indicate, with reasons, the deadline for their execution.

3.5.2. The REGULATORY AUTHORITY may determine, in the PROVISIONAL ACCEPTANCE TERM, the delivery of the technical and administrative documentation, as well as the transfer of the operational guidelines related to the DELEGATED SERVICES that have not yet been delivered or transferred by the CONCESSIONAIRE.

3.5.3. The corrections and replacements carried out by the CONCESSIONAIRE with the aim of returning the RETURNABLE ASSETS to the conditions of use, technological updating and maintenance, ensuring the terms and limits of the CONTRACT and this EXHIBIT, will not result in the right to compensation or indemnification in its favor.

3.5.4. Proof of failure to carry out the corrections and replacements provided for in the PROVISIONAL ACCEPTANCE TERM will imply the establishment of compensation in favor of the GRANTING AUTHORITY in an amount corresponding to the services not performed, in addition to the application of the sanctions provided for in this CONTRACT due to the breach of contract.

3.5.5. It will be the responsibility of the CONCESSIONAIRE to remove, within the period established in the PROVISIONAL ACCEPTANCE TERM, all the assets used in the CONCESSION that are not classified as RETURNABLE ASSETS.

3.6. Provisional Transfer to the SUCCESSOR

3.6.1. The signing of the PROVISIONAL ACCEPTANCE TERM implies the transfer of the operation and maintenance of the INTERCONNECTION SYSTEM or part thereof to the SUCCESSOR, in accordance with the award of the object of the respective won bid, but does not exempt the CONCESSIONAIRE from the civil liability of keeping the GRANTING AUTHORITY

and/or the SUCCESSOR harmless, resulting from the useful life guarantee provided for in this EXHIBIT.

3.7. Final Acceptance Term

3.7.1. After the observation period of 6 (six) months, counted from the PROVISIONAL ACCEPTANCE TERM, the FINAL ACCEPTANCE TERM of the INTERCONNECTION SYSTEM will be drawn up. If all the requirements set forth in this EXHIBIT are met within this period, the FINAL ACCEPTANCE TERM will inform the regularity and authorize the release of the PERFORMANCE GUARANTEE.

3.7.2. If, at the end of 6 (six) months from the PROVISIONAL ACCEPTANCE TERM, the CONCESSIONAIRE has demonstrably not complied with all the conditions set forth in this EXHIBIT, the GRANTING AUTHORITY shall be compensated and/or the PERFORMANCE GUARANTEE will be executed, in order to guarantee the amount necessary for the CONCESSIONAIRE's compliance.

3.7.2.1. In the event of the return of the INTERCONNECTION SYSTEM to the GRANTING AUTHORITY without meeting the requirements of this EXHIBIT, the PERFORMANCE GUARANTEE will be executed in an amount calculated as economic-financial rebalancing provided for in the CONTRACT that is being terminated.

3.7.2.2. In the event of TRANSFER OF THE INTERCONNECTION SYSTEM, in the event that the SUCCESSOR has been assigned responsibility for correcting faults, the amount of compensation due will be proven by the SUCCESSOR by instituting its own administrative proceedings, within the scope of which the CONCESSIONAIRE may express its opinion.

3.7.2.3. The final responsibilities of the CONCESSIONAIRE will only be concluded within the legal deadlines in force, without exempting the CONCESSIONAIRE, however, from its civil liability to keep the GRANTING AUTHORITY and/or the SUCCESSOR harmless, resulting from the useful life guarantee provided for in this EXHIBIT.

3.7.2.4. For purposes of calculating the indemnification set forth in this EXHIBIT, the unit costs to be adopted shall be based on the TPU DER/SP or DNIT SICRO table, in that order, which is most updated at the time of the presentation of the claim. If information is not available in the aforementioned tables, other parameters should be used, such as those used and published in national and international engineering magazines or, if unavailable, a quote may be made on the market, with at least 3 (three) suppliers.

4. Transition

4.1. Obligations of the CONCESSIONAIRE

4.1.1. The obligations of the CONCESSIONAIRE to ensure the continuity of the operation of the INTERCONNECTION SYSTEM, as well as to ensure the smooth operation of the transition of the INTERCONNECTION SYSTEM to the GRANTING AUTHORITY or the SUCCESSOR are to:

- i. Provide documents and contracts related to the object of the CONCESSION, including the history and project of all interventions carried out in the INTERCONNECTION SYSTEM throughout the CONCESSION, registration of road elements and other documents requested by the RETURN COMMITTEE or the REGULATORY AUTHORITY;
- ii. Provide operational documents related to the scope of the CONCESSION;

- iii. Provide other information regarding the operation of the INTERCONNECTION SYSTEM;
- iv. Cooperate with the SUCCESSOR, the REGULATORY AUTHORITY for the proper transmission of knowledge and information;
- v. Allow monitoring of the operation of the INTERCONNECTION SYSTEM and the regular activities of the CONCESSIONAIRE by the SUCCESSOR;
- vi. Promote the training of the SUCCESSOR's employees regarding the operation of the INTERCONNECTION SYSTEM;
- vii. Collaborate with the SUCCESSOR in the preparation of any reports required in the transition process;
- viii. Appoint professionals in the areas of knowledge relevant to the operational transition during the takeover of the service by the SUCCESSOR;
- ix. Provide physical space to accommodate the working groups of the SUCCESSOR during this period;
- x. Assist in staff planning;
- xi. Interact with the SUCCESSOR and other actors and agents involved in the operation of the INTERCONNECTION SYSTEM;
- xii. Collaborate in other ways indicated by the REGULATORY AUTHORITY;
- xiii. Make available, within the period determined by the REGULATORY AUTHORITY, the most recently georeferenced video recording and other documents that constitute the most up-to-date INVENTORIES, which will be maintained by the CONCESSIONAIRE throughout the CONCESSION TERM;
- xiv. Make available username and password pairs for access to the Digital Systems for monitoring, managing and administering projects, demands and operational activities specified in APPENDIX C, to allow the SUCCESSOR to have access to the data necessary for the perfect operation and continuity of the provision of the ADEQUATE SERVICE in the INTERCONNECTION SYSTEM.

4.2. Assisted Operation Actions of the INTERCONNECTION SYSTEM:

4.2.1. In the last 3 (three) months of the CONCESSIONAIRE CONTRACT, the SUCCESSOR, with the prior knowledge and consent of the CONCESSIONAIRE and the REGULATORY AUTHORITY, may allocate personnel to monitor the operation and maintenance of the INTERCONNECTION SYSTEM, in order to familiarize themselves with the operation of the INTERCONNECTION SYSTEM that is the object of the CONCESSION.

4.3. Conflict Resolution in the Transition Phase

4.3.1. In the event of disagreement or divergence in the RETURN COMMITTEE regarding the need for corrections or non-compliance with any of the minimum conditions set forth in this EXHIBIT, as well as in the face of the decisions of the REGULATORY AUTHORITY, the dissatisfied member shall express his or her disagreement in writing and with reasons to the REGULATORY AUTHORITY, with a copy to the other members, within 15 (fifteen) days of the act in question, accompanied by alternative solutions to the points contested or reserved, with an estimate of costs, if applicable. The other members of the RETURN COMMITTEE may express their disagreement within 5 (five) days of their respective knowledge of the disagreement.

4.3.2. The presented statements will be analyzed by the body of the REGULATORY AUTHORITY within 15 (fifteen) business days, counted from their receipt.

4.3.3. Without prejudice to the provisions of items 3.3.6 and 4.3.1 above, in the event of disagreement by the REGULATORY AUTHORITY regarding the content of the Reports, including if prepared by an INDEPENDENT RAPPORTEUR, the differences may be resolved by the conflict resolution methods provided for in the CONTRACT, considering the provisions of EXHIBIT 24.

4.3.4. The decision of the Steering Committee of the REGULATORY AUTHORITY regarding the disagreement of the member(s) of the RETURN COMMITTEE is binding on the latter, which shall adopt, after being notified, the determined measures, aiming at the signing of the PROVISIONAL ACCEPTANCE TERM, if before the end of the CONCESSION, or the DEFINITIVE ACCEPTANCE TERM, if during the observation period.

4.3.4.1. Notwithstanding the above, in the event of an unfavorable ruling on the decision of the Steering Committee of the REGULATORY AUTHORITY within the scope of the conflict resolution methods, based on the procedure provided for in item 4.3.4 above, any losses shall be duly compensated to the injured party, provided that it is demonstrably demonstrated that they resulted directly from the decision of the Board of Directors of the REGULATORY AUTHORITY.

4.3.5. The validation, by the REGULATORY AUTHORITY, of the work of the RETURN COMMITTEE, including the Inspection Reports, in compliance with the provisions of item 4.3.3, implies the full acceptance, by the CONCESSIONAIRE and the SUCCESSOR, of the conditions of the INTERCONNECTION SYSTEM, and any burden that the SUCCESSOR may incur due to unforeseeable defects and not resulting from fault or willful misconduct of the members of the RETURN COMMITTEE shall be treated in accordance with the contractual provisions of the future concession.

4.3.6. Interference, damage, imposition of obstacles or interruption of continuity in the provision of services that are the object of this CONTRACT are prohibited, as well as the imposition of any burden not resulting from the CONCESSION AGREEMENT, on the CONCESSIONAIRE, during the transition period.

4.3.7. Any and all joint definitions between the CONCESSIONAIRE and the SUCCESSOR, whether or not related to the transition phase, and of a strictly private nature, which do not interfere with the adequate provision of the service granted, shall be communicated to the REGULATORY AUTHORITY, but will not give rise to any right to rebalancing in favor of the CONCESSIONAIRE or the SUCCESSOR, nor may they imply any burden to the GRANTING AUTHORITY.

4.3.8. An amicable resolution between the CONCESSIONAIRE and the SUCCESSOR is also permitted regarding the assets that comprise the CONCESSION and that shall be transferred directly to the SUCCESSOR, provided that such resolution is previously approved by the REGULATORY AUTHORITY and does not imply any burden to the GRANTING AUTHORITY or to the quality of the service provided to the user, which is why no right to rebalancing in favor of the CONCESSIONAIRE or the SUCCESSOR shall arise from it.