

INTERNATIONAL COMPETITION No. 1/2025

**International Competition for the ADMINISTRATIVE CONCESSION FOR THE
CONSTRUCTION, EQUIPPING, OPERATION, MAINTENANCE AND PROVISION OF
SERVICES OF THE HOPE HEALTH COMPLEX**

**ANNEX I OF THE PUBLIC NOTICE
DRAFT ADMINISTRATIVE CONCESSION CONTRACT**

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CONTRACT No. [●]

PREAMBLE

The State of Minas Gerais, through the **HOSPITAL FOUNDATION OF THE STATE OF MINAS GERAIS**, a state public foundation, headquartered in the Presidente Tancredo Neves Administrative City, located at Rodovia Papa João Paulo II, 4.001, Edifício Gerais, 13th floor – Serra Verde, Belo Horizonte/MG, CEP 31.630-901, registered with the CNPJ/MF No. 19.843.929/0001-00, hereby represented in the form of its Bylaws, hereinafter referred to as the GRANTING AUTHORITY, and on the other hand the CONCESSIONAIRE [●] SPE S/A, headquartered at [●], registered with the CNPJ No. [●], represented in this act by [●], registered with the CPF No. [●], bearer of RG No. [●] and [●], registered with the CPF under No. [●], bearer of the RG [●], hereinafter referred to as the CONCESSIONAIRE, referred to indistinctly and jointly as the PARTIES;

CONSIDERING the decision of the State of Minas Gerais to delegate to the private sector, by means of an administrative concession for a period of 30 (thirty) years, the provision of engineering works and services for the construction of the HOPE HEALTH COMPLEX, as well as the provision of SERVICES, under the terms defined in the PUBLIC NOTICE and ANNEXES;

CONSIDERING through an act of the Public-Private Partnerships Management Committee - CGPPP, the tender was carried out and approved, launched by the Notice No. 1/2025, whose object was the selection of the most advantageous proposal for the performance of the delegated services according to the item above, with the company(ies) [●], having been awarded the object of the tender, by act of Mrs. President of the HOSPITAL FOUNDATION OF THE STATE OF MINAS GERAIS - Fhemig, published in the Official Gazette of the State of Minas Gerais on the date of [●];

CONSIDERING the act of the President of Fhemig, published in the Official Gazette of the State of Minas Gerais on [●], according to which the object of PUBLIC NOTICE No. 1/2025 was awarded to the CONCESSIONAIRE;

CONSIDERING, as a condition for the execution of this CONTRACT, the company [●] constituted the SPECIAL PURPOSE COMPANY - SPE and complied, duly and in a timely manner, with the other obligations required for the formalization of this instrument;

CONSIDERING the FHEMIG/FUNED Joint Resolution No. 01/2025, which establishes general guidelines on the sharing of resources and technical collaboration between Fhemig and the Ezequiel Dias Foundation (Funed) within the scope of the Administrative Concession Contract of the HOPE HEALTH COMPLEX, including the delegation of powers for the activities of tender, contracting, monitoring, inspection, regulation and contractual management of non-finalistic services under the responsibility of the Central Health Laboratory Public School of Minas Gerais – Lacen;

Decide to enter this administrative CONCESSION CONTRACT, which shall be governed by the following clauses and conditions:

GENERAL PROVISIONS

CLAUSE 1 DEFINITIONS

- 1.1.** The terms and expressions contained in ANNEX 14 – LIST OF DEFINITIONS shall have, for the purposes of interpretation of the CONTRACT, PUBLIC NOTICE, ANNEXES and APPENDIXES, the meanings attributed to them by the aforementioned ANNEX.

CLAUSE 2 ANNEXES

- 2.1.** The CONTRACT, for all legal and contractual purposes, includes the ANNEXES and the appendices listed in this clause:

- a) ANNEX 1: International Competition Notice No. 1/2025;
- (i) APPENDIX 1.1: Templates for Letters and Statements;
- (ii) APPENDIX 1.2: B3 Procedures Manual.
- a) ANNEX 2: Concession Area;
- b) ANNEX 3: Concession Phases;
- c) ANNEX 4: Minimum Social and Environmental Guidelines;
- b) APPENDIX 4.1: Schedule for the Implementation of Social and Environmental Programs;
- c) APPENDIX 4.2: Registration Form of Environmental Liabilities.
- d) ANNEX 5: Minimum Guidelines for Projects and Works;

- e) APPENDIX 5.1: Need Programs;
- f) APPENDIX 5.2: Implantation Plans;
- g) ANNEX 6: Equipment and Furniture;
- h) ANNEX 7: Specifications;
- i) ANNEX 8: Key Performance Standards;
- j) ANNEX 9: Inspection Agents;
- k) ANNEX 10: Payment Mechanism;
- l) ANNEX 11: Payment Agent and Account Administrator Appointment Contract;
- m) ANNEX 12: Governance;
- n) ANNEX 13: Investment Schedule;
- o) ANNEX 14: List of Definitions;
- p) ANNEX 15: Articles of Incorporation of the Concessionaire;
- q) ANNEX 16: Economic Proposal;
- r) ANNEX 17: Insurance Policies.

CLAUSE 3 APPLICABLE LEGISLATION AND THE LEGAL REGIME OF THE CONTRACT

3.1. The CONCESSION will be governed by the clauses contained in this CONTRACT and its ANNEXES, as well as by the following regulations:

- a) Federal Law No. 8,987/1995;
- b) Federal Law No. 9,074/1995;
- c) Federal Law No. 11,079/2004.

3.2. Subsidiarily, the CONCESSION shall be governed by the following regulations:

- a) Federal Law No. 14,133/2021 - Tender and Administrative Contracts Law;
- b) State Law No. 14,184/2002 - Provides for the Administrative Procedure within the State Public Administration.

3.3. References to the rules applicable to the CONCESSION shall also be understood as references to federal or state legislation that replaces or modifies them.

CLAUSE 4 INTERPRETATION

4.1. In the interpretation, integration or application of any provision of the CONTRACT, the contractual clauses shall be considered first, and then the provisions of the ANNEXES, and then the provisions of the APPENDIXES.

4.2. The clauses of the CONTRACT must be interpreted jointly, complementing each other, when possible.

4.3. In the event of a divergence between the provisions of the CONTRACT and the provisions of the ANNEXES that comprise it, the provisions of the CONTRACT shall prevail.

- 4.4. In the event of divergences between the terms and provisions of the ANNEXES and the provisions of the APPENDIXES, the terms and provisions contained in the ANNEXES shall prevail.
- 4.5. References to this CONTRACT or any other document include any changes and amendments that may be entered into between the PARTIES within the CONTRACTUAL TERM.
- 4.6. Any costs related to the interpretation of this CONTRACT and the guidelines and determinations arising from the GRANTING AUTHORITY will be at the expense of the CONCESSIONAIRE.
- 4.7. The definitions in ANNEX 14 – LIST OF DEFINITIONS will also be applied in singular and plural forms.
- 4.8. Omissive cases will be decided by the GRANTING AUTHORITY, in accordance with the provisions contained in Federal Law No. 11,079/2004, and other applicable regulations.

ELEMENTS OF THE CONCESSION

CLAUSE 5 SCOPE

- 5.1. The purpose of this CONTRACT is the CONCESSION for the construction, equipping, operation, maintenance and provision of the SERVICES of the HOPE HEALTH COMPLEX, observing all the rules and conditions of this CONTRACT, its ANNEXES and APPENDIXES.

CLAUSE 6 TERM

- 6.1. THE CONTRACTUAL TERM is 30 (thirty) years, counted from the EFFECTIVENESS DATE.
- 6.2. For the purposes of this CONTRACT, the EFFECTIVENESS DATE is the one on which the GRANTING AUTHORITY verifies the implementation of all the conditions of effectiveness listed below:
 - 6.2.1. Signature of the TERM OF TRANSFER, in which the GRANTING AUTHORITY transfers the CONCESSION AREA to the CONCESSIONAIRE, within 180 (one hundred and eighty) days of the signing of the CONTRACT, extendable for an equal period, and formalizes the availability, in a free and unimpeded manner, of the CONCESSION AREA, with the demonstration of compliance with the regularization of the property.

- 6.2.2.** Deposit of the entirety of the VALE S.A. RESOURCES, by the GRANTING AUTHORITY, in the CAPEX BUYDOWN PAYMENT ACCOUNTS, as follows:
- 6.2.2.1.** BRL 200,689,167.00 (two hundred million, six hundred and eighty-nine thousand, one hundred and sixty-seven reais) in the CAPEX BUYDOWN PAYMENT ACCOUNT 1;
 - 6.2.2.2.** BRL 67,000,000.00 (sixty-seven million reais) in the CAPEX BUYDOWN PAYMENT ACCOUNT 2.
- 6.2.3.** Deposit of 01 (one) installment of the MAXIMUM MONTHLY AVAILABILITY PAYMENT and 1 (one) reference installment of the AVAILABILITY PAYMENT FOR IMAGING, ANATOMOPATHOLOGICAL AND LABORATORY EXAMINATION SERVICES in the amount of BRL 28,974,365.60 (twenty-eight million, nine hundred and seventy-four thousand, three hundred and sixty-five reais and sixty cents), by the GRANTING AUTHORITY, in the ESCROW ACCOUNT, as provided for in ANNEX 11 – DRAFT OF THE PAYMENT AGENT AND ACCOUNT ADMINISTRATOR APPOINTMENT CONTRACT.
- 6.2.4.** Publication of the CONTRACT on the National Public Procurement Portal – PNCP, pursuant to article 94 of Federal Law No. 14,133/2021.
- 6.2.5.** Payment by the CONCESSIONAIRE of 25% (twenty-five percent) of the minimum capital stock provided for in subclause 12.1.
- 6.3.** If any of the conditions listed in subclauses 6.2.1 to 6.2.4 above have not been fulfilled by the GRANTING AUTHORITY within 180 (one hundred and eighty) days from the date of signature of the CONTRACT, extendable for an equal period, the CONCESSIONAIRE may request the amicable termination of the CONTRACT, without prejudice to the possibility of the PARTIES negotiating a new deadline for compliance with the conditions by the GRANTING AUTHORITY.
- 6.3.1.** The CONCESSIONAIRE shall, within 15 (fifteen) days after the materialization of the events provided for in Clause 6.3, send notice to the GRANTING AUTHORITY requesting the amicable termination of the CONTRACT in advance.
 - 6.3.2.** The CONCESSIONAIRE may request, by sending prior notification to the GRANTING AUTHORITY and obtaining its express authorization, the waiver of compliance with one or all of the effectiveness conditions indicated in Clause 6.2, at its own expense and risk, in

which case the CONCESSIONAIRE fully assumes the risks related thereto and expressly waives any compensation in case of materialization.

- 6.3.3.** In the case of Clause 6.3.2 above, the EFFECTIVENESS DATE will be the date of receipt of the notification by the GRANTING AUTHORITY, if there is a waiver of compliance with all the conditions of effectiveness.
- 6.3.4.** The GRANTING AUTHORITY may also, after the deadline provided in item 6.3, upon verifying the existence of an insurmountable or difficult obstacle, unilaterally terminate the contract.
- 6.3.5.** Both in the case of amicable termination provided for in Clause 6.3.1, and unilateral termination by the GRANTING AUTHORITY provided for in Clause 6.3.4, considering that the CONCESSIONAIRE did not assume the object of the CONCESSION due to the lack of materialization of the EFFECTIVENESS DATE, no indemnity is due to the benefit of the CONCESSIONAIRE, except for the refund of the amount collected in favor of B3, provided for in the PUBLIC NOTICE, duly updated until the date of the refund.
- 6.4.** If it is not possible to deposit funds in the CAPEX BUYDOWN PAYMENT ACCOUNT, pursuant to 6.2.2, the GRANTING AUTHORITY is responsible to use another source of funds, including resources from the PARTICIPATION FUND OF THE STATES AND THE FEDERAL DISTRICT - FPE, pursuant to State Law No. 25,235/2025, to make such deposit, in order to comply with the condition of effectiveness, without prejudice to the option provided for in Clause 6.3.2 if the CONCESSIONAIRE waives the need for the full deposit of the VALE S.A. RESOURCES.
- 6.5.** The CONTRACTUAL TERM may be extended, at the discretion of the PARTIES and respecting the maximum limit of 35 (thirty-five) years, pursuant to article 5, I, of Federal Law No. 11,079/2004, in the following cases:
- 6.5.1.** For the purposes of economic and financial rebalancing of the CONTRACT, subject to the provisions of this instrument;
- 6.5.2.** In cases of justified public interest, by proving the benefits and advantages of the contractual extension in relation to the holding of a new tender;
- 6.5.3.** In cases where there is a study or tender in progress to replace the CONTRACT, in order to ensure the continuity of the provision of the SERVICES.

- 6.6.** The extension provided for in the item shall be requested by the GRANTING AUTHORITY, at least 3 (three) years prior to the end of the original CONTRACTUAL TERM, by formal manifestation, and shall be subject to the following conditions:
- 6.6.1.** Proof of the good provision of the SERVICES by the CONCESSIONAIRE, which presupposes joint compliance with the following conditions:
- 6.6.1.1.** Absence of intervention procedure;
- 6.6.1.2.** No forfeiture procedure in progress.
- 6.7.** The proof of the good provision of the SERVICES will not ensure the CONCESSIONAIRE the right to extension, and it is up to the GRANTING AUTHORITY to decide whether or not to authorize the extension, especially in relation to the judgment of convenience and opportunity, through a specific procedure, as defined below.
- 6.8.** The GRANTING AUTHORITY will prepare the INTERIM REVERSAL REPORT, with the support of the INDEPENDENT VERIFIER, in order to verify the adequacy of the INVENTORY and the conditions of the REVERSIBLE ASSETS.
- 6.9.** Once the requirements of the INTERIM REVERSAL REPORT are met, the PARTIES will begin negotiations for the extension of the CONTRACT, which shall include:
- 6.9.1.** The definition of the additional term, observing the maximum term limitation of 35 (thirty-five) years;
- 6.9.2.** The establishment of additional investments – related to the existing infrastructure, including in relation to goods and equipment, also including any need for technological innovation by unilateral determination of the GRANTING AUTHORITY;
- 6.9.3.** The review of the obligations of the PARTIES, ensuring the continuity of the SERVICES and compliance with the KEY PERFORMANCE INDICATORS;
- 6.9.4.** The review of the KEY PERFORMANCE INDICATORS;

- 6.9.5.** The updating of the values of the CONTRACT PERFORMANCE GUARANTEE, the insurances governed by Clause 35 of the CONTRACT and the PAYMENT GUARANTEE FROM THE GRANTING AUTHORITY.
- 6.10.** The hypothesis of extension provided for in subclause 6.5.3 may be established for a maximum period of 2 (two) years, upon justification and presentation of the schedule for carrying out the tender process.
- 6.11.** Once the new conditions of the CONTRACT have been defined, the modification of the CONTRACTUAL TERM, duly justified, will be made by means of the execution of an amendment by the PARTIES.
- 6.12.** The CONCESSIONAIRE is not bound by the decision of extension by the GRANTING AUTHORITY, and may oppose the extension without any penalties or indemnities, other than those already provided in the CONTRACT for the purpose of contract termination.

CLAUSE 7 ESTIMATED VALUE OF THE CONTRACT

- 7.1.** The estimated value of this CONTRACT is BRL 2,416,163,256.69 (two billion, four hundred and sixteen million, one hundred and sixty-three thousand, two hundred and fifty-six reais and sixty-nine cents), corresponding to the net present value of the sum of the CAPEX BUYDOWN PAYMENT and the installments of the MAXIMUM ANNUAL AVAILABILITY PAYMENT to be earned by the CONCESSION during the CONTRACTUAL TERM, considering the base date of March 2025.
- 7.2.** The CONTRACT VALUE has a merely indicative effect, and cannot be used by any of the PARTIES to claim the recomposition of the economic and financial balance of the CONTRACT.

CLAUSE 8 PERFORMANCE GUIDELINES

- 8.1.** The CONCESSIONAIRE shall be responsible for the provision of the SERVICES object of the CONTRACT, in the manner established in ANNEX 7 – SPECIFICATIONS and with respect to the applicable technical standards, including, but not limited to:
- 8.1.1.** The regulation of the National Health Surveillance Agency (ANVISA);

- 8.1.2.** The regulation of the Unified Health System (SUS);
 - 8.1.3.** The regulation of the Brazilian Association of Technical Standards (ABNT);
 - 8.1.4.** The regulation of the Minas Gerais State Department of Health (SES-MG) and its related entities;
 - 8.1.5.** The regulation of the Sanitary Surveillance of Minas Gerais (VISA-MG);
 - 8.1.6.** The regulation of the Ministry of Health;
 - 8.1.7.** The regulation of the Municipality of Belo Horizonte.
- 8.2.** The CONCESSIONAIRE shall perform the SERVICES in such a way as to guarantee the best results to the GRANTING AUTHORITY and the USERS, permanently and continuously making its best efforts to optimize the management of human resources, consumables and RELATED ASSETS.
- 8.3.** The PARTIES shall establish the GOVERNANCE STRUCTURE as set forth in ANNEX 12 - GOVERNANCE, to coordinate, integrate and discipline their efforts aimed at the adequate INFRASTRUCTURE DEPLOYMENT, provision of SERVICES and the prevention of interface conflicts.
- 8.4.** The guidelines set forth in ANNEX 12 - GOVERNANCE regarding the COMMISSIONS may be amended by the PARTIES within the scope of the ORDINARY REVIEWS.
- 8.4.1.** For the purposes of this CONTRACT, the responsibility for the FINALISTIC SERVICES is allocated to the GRANTING AUTHORITY.
 - 8.4.2.** The GRANTING AUTHORITY may enter into delegation or other instruments with other entities for the purpose of providing the FINALISTIC SERVICES, remaining fully responsible, before the CONCESSIONAIRE, for the obligations governed by this CONTRACT.
 - 8.4.3.** In the event of subclause 8.4.2, the CONCESSIONAIRE shall, under the terms of the governance rules of this CONTRACT, provide the information necessary for the provision of the FINALISTIC SERVICES, maintaining a cooperation relationship with the respective provider.

- 8.5.** By mutual agreement, the PARTIES may decide to prospect for PUBLIC BUSINESS, with the purpose of constituting projects associated with the HOPE HEALTH COMPLEX, for the purpose of exploration and joint generation of additional revenues for the benefit of the CONCESSIONAIRE and the GRANTING AUTHORITY.
- 8.6.** The initiative for prospecting and exploration of PUBLIC BUSINESS may be proposed by any of the PARTIES and may only be executed with the formal agreement of both PARTIES.
- 8.7.** PUBLIC BUSINESS should not be confused with the exploitation of ANCILLARY REVENUE, the SERVICES and/or FINALISTIC SERVICES, which will continue to be provided in accordance with the CONTRACT and current legislation, especially regarding the provision of services free of charge for USERS.
- 8.8.** The execution of PUBLIC BUSINESS may not interfere with the provision of SERVICES and FINALISTIC SERVICES.
- 8.9.** The PUBLIC BUSINESS is random and eventual, and does not represent for the GRANTING AUTHORITY any commitment to authorization or CONTRACT with the eventual business(es) proposed by the CONCESSIONAIRE, or vice versa, and are entirely conditioned to the CONTRACT of the other PARTY, whose evaluation will include not only the compatibility with the law and with the service levels and technical-operational requirements contractually provided, but also the convenience and opportunity of PUBLIC BUSINESS.
- 8.9.1.** Potential PUBLIC BUSINESS is considered, among others, also subject to the specific CONTRACT between the PARTIES, and to the consonance with the governing legislation and regulations, provided that they are not identical to the scope of the SERVICES object of this CONTRACT.
- 8.10.** PUBLIC BUSINESS that provides additional revenues may be materialized through any legal arrangements that enable the joint exploration, between the CONCESSIONAIRE and the GRANTING AUTHORITY, of activities, services, assets and any other structured operations, provided that they are compatible with the relevant legislation, subject to the provisions of Clause 8.8.
- 8.11.** For the prospection and execution of PUBLIC BUSINESS, any of the PARTIES may propose an activity that it deems opportune and appropriate, and the PARTIES must, thereafter, adopt the following procedures:
- 8.11.1.** Initial evaluation and preparation of feasibility study;

- 8.11.2.** Preparation of a work plan, which must contain:
- 8.11.2.1.** the obligations of each PARTY, including the costs necessary for the prospection and execution of the PUBLIC BUSINESS;
 - 8.11.2.2.** implementation schedule;
 - 8.11.2.3.** goal setting;
 - 8.11.2.4.** criteria for possible partnerships with third parties;
 - 8.11.2.5.** criteria for remuneration and revenue sharing between the PARTIES.
- 8.11.3.** Prospecting for possible partners, lenders and potential customers;
- 8.11.4.** Definition of the contractual or similar instruments that will regulate the execution of the PUBLIC BUSINESS, which are not to be confused with the CONTRACT, in compliance with the legislation in force;
- 8.11.5.** Definition of the risk-sharing involving the PUBLIC BUSINESS, which should not be confused with and may not alter the risk allocation provided in the CONTRACT.
- 8.12.** The obligations, rights and risk allocation specific to the contractual instruments referred to in subclause 8.11.4. are independent in relation to the provisions of the CONTRACT, and may be negotiated between the GRANTING AUTHORITY, the CONCESSIONAIRE and third parties eventually involved in the prospection and exploration of PUBLIC BUSINESS.
- 8.13.** The revenues calculated by the execution of the PUBLIC BUSINESS are not to be confused with the ANCILLARY REVENUE, and it is up to the work plan and the instruments related to the PUBLIC BUSINESS to define the rules for sharing revenues between the PARTIES.
- 8.14.** The additional revenues obtained by the CONCESSIONAIRE from the operation of the PUBLIC BUSINESS shall be accounted for separately from the payment mechanisms provided for in ANNEX

10 – PAYMENT MECHANISMS and from the other projects for the exploitation of the ANCILLARY REVENUE, being shared with the GRANTING AUTHORITY, exclusively, under the terms provided for in the legal arrangement defined between the PARTIES for the PUBLIC BUSINESS.

8.15. In the prospection and execution of PUBLIC BUSINESS, the PARTIES may be assisted by third parties, hired for advice and consulting, in compliance with the legislation in force.

8.15.1. The PARTIES may use the INDEPENDENT VERIFIER to analyze the structuring of the PUBLIC BUSINESS, and the related legal arrangements, including to identify whether the rules related to the sharing of risks, costs and revenues proposed are appropriate in light of the public interest and compatible with this CONTRACT.

8.16. The results and revenues calculated by the execution of the PUBLIC BUSINESS will not change the allocation of risks provided for in the CONTRACT, and the PARTIES are prohibited from using them for the purposes of the reviews provided for in the CONTRACT.

CLAUSE 9 CONCESSION PHASES

9.1. The CONCESSION will be divided into the following PHASES:

9.1.1. PHASE 1 – PLANNING, starting from the EFFECTIVENESS DATE until the issuance of the TERM OF ACCEPTANCE OF THE CONCESSION PHASES – PHASE 1 HOSPITAL COMPLEX and the TERM OF ACCEPTANCE OF THE CONCESSION PHASES – PHASE 1 LACEN;

9.1.2. PHASE 2 – CONSTRUCTION, starting at the end of PHASE 1 until the issuance of the TERM OF ACCEPTANCE OF THE CONCESSION PHASES – PHASE 2 HOSPITAL COMPLEX and the TERM OF ACCEPTANCE OF THE CONCESSION PHASES – PHASE 2 LACEN;

9.1.3. PHASE 3 – PARTIAL OPERATION, starting at the end of PHASE 2 until the issuance of the TERM OF ACCEPTANCE OF THE CONCESSION PHASES – PHASE 3 HOSPITAL COMPLEX and the TERM OF ACCEPTANCE OF THE CONCESSION PHASES – PHASE 3 LACEN;

9.1.4. PHASE 4 – FULL OPERATION of the HOPE HEALTH COMPLEX, starting from the end of PHASE 3 and until the end of the CONTRACTUAL TERM.

9.2. The rules for each of the CONCESSION PHASES are provided for in ANNEX 3 – CONCESSION PHASES.

CONCESSION PROPERTY REGIME

CLAUSE 10 RELATED ASSETS

- 10.1.** The CONCESSION is linked to the assets used in the execution of its object that:
- 10.1.1.** Belong to the GRANTING AUTHORITY and are assigned for use within the scope of the HOPE HEALTH COMPLEX;
 - 10.1.2.** Are acquired or built by the CONCESSIONAIRE, with the purpose of performing the CONTRACT;
 - 10.1.3.** Belong to the GRANTING AUTHORITY and are housed in the HOPE HEALTH COMPLEX, under the mere custody of the CONCESSIONAIRE.
- 10.2.** The CONCESSIONAIRE shall use the RELATED ASSETS, except for those indicated in subclause 10.1.3, exclusively to execute the object of the CONTRACT.
- 10.3.** The CONCESSIONAIRE shall carry out corrective and preventive maintenance of the RELATED ASSETS indicated in subclauses 10.1.1 and 10.1.2, including natural wear and tear, in order to keep them in adequate conditions of use, respecting the technical standards related to health, safety, hygiene, comfort, environmental sustainability, among other parameters essential to their proper use, throughout the CONTRACTUAL TERM and reversion at the end of the CONCESSION.
- 10.4.** The RELATED ASSETS indicated in subclause 10.1.3 will be used and maintained directly by the GRANTING AUTHORITY and its agents, who will be liable for any misuse.
- 10.5.** The CONCESSIONAIRE will provide the necessary infrastructure for the installation and proper functioning of the RELATED ASSETS indicated in subclause 10.1.3 and will ensure their security against theft and robbery.
- 10.6.** The offer of RELATED ASSETS as collateral is prohibited, except in the case of the assets referred to in subclause 10.1.3, when essential for the financing of their acquisition.
- 10.7.** All legal transactions of the CONCESSIONAIRE with third parties involving the RELATED ASSETS must expressly mention their binding.

- 10.8.** In the event of loss, damage or breakage of any RELATED ASSET, the CONCESSIONAIRE shall repair, replace or replace the asset, in accordance with the provisions of ANNEX 6 – EQUIPMENT AND FURNITURE, as applicable.
- 10.8.1.** The costs necessary for the replacement, repair or maintenance of the RELATED ASSETS, with the exception of the goods indicated in subclause 10.1.3, due to failures, misuse or defects that have been caused by acts performed by third parties who are acting under the guidance and direction, in whatever capacity, of the GRANTING AUTHORITY or the FINALISTIC SERVICES team, will be subject to recomposition of the economic and financial balance of the CONTRACT, according to the rules of this CONTRACT.
- 10.8.2.** The costs necessary for the replacement, repair or maintenance of the RELATED ASSETS will also be subject to recomposition of the economic and financial balance of the CONTRACT, with the exception of the assets indicated in subclause 10.1.3, resulting from their use, by third parties who are acting under the guidance and direction, in whatever capacity, of the GRANTING AUTHORITY, in quantities greater than those referred to in the respective instruction manuals.
- 10.8.3.** The economic and financial rebalancing indicated in subclause 10.8.2 will only be due if the need for replacement, repair or maintenance arises from the use of EQUIPMENT and/or FURNITURE that are in accordance with the technical specifications set forth in ANNEX 6 – EQUIPMENT AND FURNITURE, considering the rules on technological updating of this CONTRACT, and/or with adequate and timely maintenance, under the terms required by ANNEX 7 – SPECIFICATIONS.
- 10.8.4.** Any disagreements regarding the attribution of responsibility for failures, misuse or defects related to the use of the RELATED ASSETS, as well as for damages caused by the USERS, may be taken to the COMMISSIONS, observing the rules provided for in ANNEX 12 – GOVERNANCE and observing all the evidence admitted for the investigation.
- 10.9.** For the purposes of this CONTRACT, the following are considered REVERSIBLE ASSETS:
- 10.9.1.** CONCESSION AREA, as per ANNEX 2 – CONCESSION AREA, including all movable and immovable property acquired, incorporated, implemented, installed, prepared or built by the CONCESSIONAIRE, even if useful or voluptuary improvements, physical or intellectual accessions, incorporated into the CONCESSION AREA by virtue of works or investments made by the CONCESSIONAIRE, even if resulting from non-mandatory investments, throughout the CONTRACTUAL TERM, which are used in the provision of the SERVICES;

- 10.9.2.** All EQUIPMENT and FURNITURE, under the terms of ANNEX 6 – EQUIPMENT AND FURNITURE, linked to and allocated to the provision of SERVICES, which are transferred to the CONCESSIONAIRE and/or acquired by it, according to subclauses 10.1.1. and 10.1.2.
- 10.10.** The CONCESSIONAIRE shall prepare an INVENTORY of the RELATED ASSETS, and send it to the GRANTING AUTHORITY, with an indication of the conditions of the REVERSIBLE ASSETS, every 12 (twelve) months from the beginning of PHASE 3 – PARTIAL OPERATION until the end of the CONTRACTUAL TERM.
- 10.10.1.** The INVENTORY must contain, at least, the following information: i) identification of the RELATED ASSETS, with detailed description (type, model, characteristics), serial number, license plate or other unique identifier; ii) quantity of each item; iii) location of the RELATED ASSET in the CONCESSION AREA; iv) type of attachment to the CONCESSION, under the terms of subclause 10.1, expressly indicating the REVERSIBLE ASSETS; and v) state of conservation.
- 10.11.** The other assets employed or used by the CONCESSIONAIRE, which do not qualify as REVERSIBLE ASSETS, shall be considered exclusively private assets and may be freely used and transferred by the CONCESSIONAIRE, without prejudice to the duty to comply with the KEY PERFORMANCE INDICATORS and other provisions of this CONTRACT.
- 10.12.** The REVERSIBLE ASSETS will be fully amortized by the CONCESSIONAIRE within the CONTRACTUAL TERM.
- 10.13.** In the event that a REVERSIBLE ASSET is no longer necessary for the CONCESSION, it may be reverted to the GRANTING AUTHORITY before the advent of the CONTRACTUAL TERM, by means of a specific transfer term signed by the PARTIES, which will release the CONCESSIONAIRE from the duties arising from said asset, as of the issuance of said term.
- 10.14.** The CONCESSIONAIRE shall be entitled to a contractual rebalancing by any unamortized balance in relation to the REVERSIBLE ASSET transferred under the terms of this subclause, also considering the impact of the variation in operational costs, in accordance with the regulations set forth in Clause 29 of this CONTRACT.
- 10.15.** In case of extension of the CONTRACTUAL TERM, with the realization of new investments or the need to pay indemnity amounts, these must also be amortized during the new term.

- 10.16.** All REVERSIBLE ASSETS must be delivered to the GRANTING AUTHORITY, at the end of the CONTRACTUAL TERM, with a remaining useful life of at least 36 (thirty-six) months.
- 10.16.1.** The remaining useful life of a REVERSIBLE ASSET will be determined by comparing the elapsed operational period of that asset, from the date of its establishment and accounting registration in the CONCESSION, to the maximum useful life as established by the manufacturer's manual for that asset.
- 10.16.2.** The replacement of REVERSIBLE ASSETS throughout the CONTRACTUAL TERM does not authorize any party to claim the economic-financial rebalance of the CONTRACT, unless it is proven that the replacement results from risks allocated to the GRANTING AUTHORITY.
- 10.17.** At the end of the useful life of the REVERSIBLE ASSETS, as indicated by the manufacturer's manual, the CONCESSIONAIRE shall immediately replace them with new and similar assets of equal or superior quality, if necessary, in order to ensure compliance with the obligations for the continuity of SERVICE and FINALISTIC SERVICES provision and, especially, to ensure technological updating and compliance with KEY PERFORMANCE INDICATORS, in accordance with the relevant contractual provisions.
- 10.17.1.** The CONCESSIONAIRE is exempt from the substitution provided for in the Clause above if a report issued by a duly appropriate and certified professional under the terms of the current legislation proves that the REVERSIBLE ASSET is in full condition of use, that is, it is capable of meeting the contractual obligations at the required level, observing the KEY PERFORMANCE INDICATORS, under the terms of ANNEX 8 – KEY PERFORMANCE STANDARDS.
- 10.17.2.** The report provided for in subclause 10.17.1 above shall be prepared for all REVERSIBLE ASSETS that have a useful life indicated by their respective supplier within 6 (six) months before the end of their useful life and shall be submitted for approval by the INDEPENDENT VERIFIER and the GRANTING AUTHORITY.
- 10.17.3.** In there are discrepancies in the report mentioned in the previous subclause, governance and conflict resolution mechanisms may be activated, as provided for in subclause 40.1 and ANNEX 12 – GOVERNANCE.
- 10.17.4.** The CONCESSIONAIRE may be released by the GRANTING AUTHORITY, by means of a duly motivated decision, from the obligation to promote the replacement of some of the REVERSIBLE ASSETS at the end of their useful life, if it demonstrates that the replacement is

dispensable for the provision of the SERVICES and FINALISTIC SERVICES and for the achievement of the KEY PERFORMANCE INDICATORS.

10.18. The CONCESSIONAIRE may acquire movable assets with a retention of title or use movable assets from third parties through legal instruments that ensure their possession and full use, such as leasing and loan agreements, provided that the acquisition of ownership of these assets is secured no later than 6 (six) months before the end of the CONTRACT, with a view to transferring ownership to the GRANTING AUTHORITY upon the reversal of the assets, without the need for economic-financial rebalancing of the CONTRACT.

10.18.1. Reversibility does not apply to assets allocated to services provided outside the CONCESSION AREA, under the terms of ANNEX 7 – SPECIFICATIONS.

10.18.2. The CONCESSIONAIRE shall ensure that the contracts with third parties provide for a guaranteed acquisition clause at the end of the term, and/or the direct acquisition of the assets and/or similar mechanism.

10.19. The alienation, encumbrance, or transfer to third parties, in any form, of the REVERSIBLE ASSETS, will be subject to prior consent from the GRANTING AUTHORITY in accordance with this CONTRACT, except for the replacement of movable assets with assets of current technological relevance and identical or superior operating and functioning conditions to those of the replaced assets, aiming to maintain their respective useful life within the limits provided in the CONTRACT and ANNEXES.

10.19.1. In the event of authorization for the sale of REVERSIBLE ASSETS, such assets will no longer be reversible, without prejudice to the reversibility of the assets that replace or replace them.

10.19.2. The prior consent provided for in subclause 10.19 may be waived, at the discretion of the GRANTING AUTHORITY.

10.19.3. Any sale of movable assets that qualify as REVERSIBLE ASSETS, which the CONCESSIONAIRE intends to carry out in the last 2 (two) years of the CONTRACTUAL TERM, must have the consent of the GRANTING AUTHORITY, and the exception provided for in subclause 10.19.2 above shall not apply.

10.20. From the end of PHASE 2 – CONSTRUCTION, at each ORDINARY REVIEW, a review of the current parameters of the MEDICAL-HOSPITAL EQUIPMENT, LABORATORY EQUIPMENT and FURNITURE, provided for in subclauses 10.1.1 and 10.1.2, will be carried out, with the purpose of incorporating the

technological updates supervening ANNEX 6 – EQUIPMENT AND FURNITURE, at no cost to the GRANTING AUTHORITY.

- 10.21.** The revision of the specifications for the purpose of technological updating will not presuppose the replacement of MEDICAL-HOSPITAL EQUIPMENT, LABORATORY EQUIPMENT and FURNITURE still with remaining useful life, but only the establishment of new parameters and specifications for updating systems, software, hardware, replacement of components and acquisition of new MEDICAL-HOSPITAL EQUIPMENT, LABORATORY EQUIPMENT and FURNITURE, which will occur when necessary and in the form of the CONTRACT.
- 10.22.** For the purpose of establishing new parameters for technological updating, the INDEPENDENT VERIFIER must observe the investments made in the last 5 (five) years in national hospitals and laboratories, according to the following criteria:
- 10.22.1.** For the MEDICAL-HOSPITAL EQUIPMENT in operation in the HOSPITAL COMPLEX, technical specifications of the technological park of the hospitals that meet the following requirements cumulatively:
- 10.22.1.1.** are owned by the PUBLIC ADMINISTRATION, managed directly or through contracting or delegation, including arrangements and partnerships with the third sector and public-private partnerships;
- 10.22.1.2.** are located in the Southeast Region; and
- 10.22.2.** are endowed with, at least, current accreditation from the National Accreditation Organization (ONA) - level 3, or, alternatively, by current international hospital accreditation.
- 10.22.3.** For LABORATORY EQUIPMENT, technical specifications of the technological park of the laboratories that meet the following requirements cumulatively:
- 10.22.4.** whether they are laboratories, public or private, of national and/or regional reference, recognized by the Ministry of Health (MoH), the Pan American Health Organization (PAHO) or the World Health Organization (WHO);
- 10.22.5.** have a similar annual projected exam capacity compared to each of LACEN's platforms in the year of evaluation;

- 10.22.6.** use the same key reference technology for each LACEN platform in the evaluation year.
- 10.22.7.** For the purposes of subclause 10.22.2.1 above, laboratory units belonging to the structure of the PUBLIC ADMINISTRATION, direct and indirect, including public companies, mixed-capital companies and public foundations, are considered public laboratories.
- 10.22.8.** The verification of the need for technological updating for LABORATORY EQUIPMENT will be carried out by the INDEPENDENT VERIFIER, considering the individual performance of each LACEN PLATFORM, according to the LABORATORY EQUIPMENT described in ANNEX 6 - EQUIPMENT AND FURNITURE, observing the terms below.
- 10.22.9.** It is not necessary for the reference laboratories to have the same scope of action as LACEN, and it is sufficient that a relevant portion of the services performed at LACEN correspond to the services of the evaluated laboratory.
- 10.22.10.** In cases where the reference laboratories do not have the same scope of action, including in the comparison of each platform, the annual projected production similarity referred to in subclause 10.17.2.2 must be indicated by the set of annual tests of the laboratory as a whole.
- 10.22.11.** The GRANTING AUTHORITY shall provide the necessary information relating to the criteria indicated in subclauses 10.22.2.2 and 10.22.2.3 to the INDEPENDENT VERIFIER.
- 10.22.12.** The INDEPENDENT VERIFIER will prepare a list of laboratories based on the contractual criteria and submit it to the PARTIES for evaluation.
- 10.22.13.** Within the scope of the preparation of the list, exceptionally, private laboratories that do not meet the criteria provided for in subclause 10.22.2.1 may be included, provided that:
- 10.22.13.1.** cumulatively meet the criteria set out in subclauses 10.22.2.2 and 10.22.2.3 and
- 10.22.13.2.** have a current quality certification issued by a national or international health authority, or recognized accreditation bodies, such as, for example, PALC and INMETRO.

- 10.22.14.** The PARTIES may, within 15 (fifteen) days, present a reasoned technical statement, and may request the exclusion or inclusion of laboratories, provided that there is the possibility of verifying the technological park of the indicated laboratories.
- 10.22.15.** The INDEPENDENT VERIFIER, based on the PARTIES' statement, will make the pertinent adjustments to the list within 15 (fifteen) days and will send it to the PARTIES for final evaluation, which, in turn, must respond within 5 (five) days.
- 10.22.16.** If there is disagreement between the PARTIES regarding the list of laboratories, and no consensus is reached regarding this list within the established period, the issue will be forwarded to the SERVICES MANAGEMENT COMMISSION, as provided for in ANNEX 12 - GOVERNANCE.
- 10.22.17.** If there is no manifestation of the PARTIES within the indicated period, the INDEPENDENT VERIFIER will proceed with the evaluation based on the list initially presented.
- 10.22.18.** The final sampling will observe the validated list, as provided for in subclauses 10.22.4.7, 10.22.4.8 and 10.22.4.9, taking into account the availability of information at the time of evaluation, and it is up to the INDEPENDENT VERIFIER to demonstrate best efforts in obtaining the necessary data.
- 10.23.** If, after the analysis provided for in subclause 10.22.1 and 10.22.2, the INDEPENDENT VERIFIER identifies that: (i) in 25% (twenty-five percent) of the hospitals evaluated and/or (ii) in 25% (twenty-five percent) of the laboratories evaluated, there are MEDICAL-HOSPITAL EQUIPMENT and LABORATORY EQUIPMENT that are technologically superior to the technological park of the HOPE HEALTH COMPLEX, the CONCESSIONAIRE shall promote the technological update, with no provision for economic and financial rebalancing of the CONTRACT.
- 10.24.** The INDEPENDENT VERIFIER's analysis regarding the need or not for technological updating will be binding on the PARTIES, as long as it follows the guidelines set forth in this Clause.
- 10.25.** The INDEPENDENT VERIFIER, together with the GRANTING AUTHORITY, shall establish the minimum technical specifications of the new MEDICAL-HOSPITAL EQUIPMENT and LABORATORY EQUIPMENT.
- 10.26.** In each ORDINARY REVIEW, subject to the provisions of subclause 10.23, the exercise indicated in subclause 10.24 above shall be carried out exclusively for MEDICAL-HOSPITAL EQUIPMENT and

LABORATORY EQUIPMENT whose useful life, as defined in subclause 10.15.1, ends in the 5 (five) years following the year foreseen for the beginning of each ORDINARY REVIEW.

- 10.27.** The incorporation of the technological update must respect the deadlines for replacement of the REVERSIBLE ASSETS according to the useful life indicated in the manufacturer's manual, even if the definition of the need for the update is made within the scope of the ORDINARY REVIEW.
- 10.28.** If it is found by the INDEPENDENT VERIFIER that there are no or are less than 5 (five) hospitals/laboratories within the criteria set forth in subclause 10.22, the PARTIES shall, at the request of the INDEPENDENT VERIFIER, and based on a proposal indicated by the INDEPENDENT VERIFIER, decide on a new methodology for calculating the parameters of technological updating.
- 10.29.** If the INDEPENDENT VERIFIER does not obtain, after a registered attempt, access to the information of the technology parks for the elements of the respective sample universe, for the analysis provided for in subclauses 10.22.1 and 10.22.2, it may disregard the respective hospital(s) or laboratory(s) whose information was not obtained, informing the GRANTING AUTHORITY and the CONCESSIONAIRE.
- 10.30.** The PARTIES may resort to dispute settlement mechanisms if they do not reach a consensus on the new methodology to be applied.
- 10.31.** The replacement of MEDICAL-HOSPITAL EQUIPMENT and LABORATORY EQUIPMENT, for the purpose of technological updating under the terms of this Clause, shall comply with the following conditions: (i) the replacement shall preserve the operation of the PLATFORMS and the HOSPITAL COMPLEX as much as possible; (ii) the CONCESSIONAIRE shall submit the replacement schedule to the GRANTING AUTHORITY, at least 45 (forty-five) days in advance; (iii) the replacement should be carried out as a priority at times with less impact on the operation of the HOPE HEALTH COMPLEX; (iv) the CONCESSIONAIRE shall carry out training necessary for the operation of the new MEDICAL-HOSPITAL EQUIPMENT and LABORATORY EQUIPMENT, if necessary.
- 10.32.** The request for incorporation of technological innovation by the GRANTING AUTHORITY, which is not to be confused with the concept of technological update provided for in this Clause, which, in the course of the execution of the CONTRACT, increases the costs of the CONCESSIONAIRE, will give rise to the recomposition of the economic and financial balance of the CONTRACT.

PROVISIONS REGARDING THE CONCESSIONAIRE

CLAUSE 11 CORPORATE PURPOSE

- 11.1.** The CONCESSIONAIRE is an SPE, structured in the form of a Corporation, and shall have as its corporate purpose the performance of the CONCESSION, under the terms of this CONTRACT and its ANNEXES.
- 11.2.** The CONCESSIONAIRE may not, during the entire CONTRACTUAL TERM, change its corporate purpose without prior and express authorization from the GRANTING AUTHORITY.
- 11.3.** The CONCESSIONAIRE shall comply with corporate governance and compliance standards and adopt standardized accounting and financial statements, in accordance with the legislation in force.

CLAUSE 12 CAPITAL STOCK

- 12.1.** The minimum capital stock to be subscribed by the CONCESSIONAIRE shall be BRL 110,293,517.99 (one hundred and ten million, two hundred and ninety-three thousand, five hundred and seventeen reais and ninety-nine cents) in local currency, which shall be paid in as follows:
- 12.2.** As a condition prior to the signing of the CONTRACT, the payment of 25% (twenty-five percent) of the minimum capital stock was made, totaling a paid-in capital stock of BRL 27,573,379.50 (twenty-seven million, five hundred and seventy-three thousand, three hundred and seventy-nine reais and fifty cents);
- 12.3.** As a condition for the effectiveness of the CONTRACT, the CONCESSIONAIRE shall pay in an additional 25% (twenty-five percent) of the minimum capital stock, in the amount of BRL 27,573,379.50 (twenty-seven million, five hundred and seventy-three thousand, three hundred and seventy-nine reais and fifty cents) totaling a paid-in capital stock of BRL 55,146,758.99 (fifty-five million, one hundred and forty-six thousand, seven hundred and fifty-eight reais and ninety-nine cents).
- 12.4.** Within 12 (twelve) months after the beginning of PHASE 2 – CONSTRUCTION, the CONCESSIONAIRE shall complete the payment of the minimum capital stock provided for in Clause 12.1.
- 12.5.** The CONCESSIONAIRE may not, during the entire CONTRACTUAL TERM, reduce its capital stock below the minimum amount defined in this clause, without prior and express authorization from the GRANTING AUTHORITY.

12.6. Failure to maintain the subscribed and paid-in capital stock, during the entire CONTRACTUAL TERM, will subject the CONCESSIONAIRE to the application of the penalties provided for in this CONTRACT.

12.7. The resources available to the CONCESSIONAIRE shall be applied exclusively in the development of activities related to the object of this CONTRACT.

CLAUSE 13 TRANSFER OF CONTROL AND AMENDMENTS TO THE BYLAWS

13.1. The CONTROL of the CONCESSIONAIRE shall be exercised by the individual company or by the components of the CONSORTIUM that wins the tender, in proportion to its participation in the CONSORTIUM.

13.2. The CONTROL of the CONCESSIONAIRE may only be changed with the prior and express consent of the GRANTING AUTHORITY, and any act that may characterize a change in its CONTROL, directly or indirectly, in block or separately, shall be submitted for consideration by the GRANTING AUTHORITY, subject to the conditions set forth in this CONTRACT.

13.2.1. The request for transfer of CONTROL must be formally forwarded, in writing, by the CONCESSIONAIRE or by its FINANCER(S), containing the justification for the request, as well as the information and documents sufficient to support its analysis by the GRANTING AUTHORITY.

13.3. Any transfer of the CONTROL of the CONCESSIONAIRE without prior and express manifestation of the GRANTING AUTHORITY will result in the expiration of the CONCESSION, pursuant to article 27 of Federal Law No. 8,987/1995, without prejudice to the application of penalties, according to the TABLE OF VIOLATIONS.

13.4. As a condition for the consent of the GRANTING AUTHORITY, the interested party in assuming the CONTROL of the CONCESSIONAIRE shall:

13.4.1. meet the requirements of technical capacity, financial suitability and legal and fiscal regularity necessary for the assumption of the CONCESSION, as defined in the PUBLIC NOTICE, observing the compatibility of this requirement with the moment of contractual execution and the proportionality with the remaining obligations of the CONCESSIONAIRE;

- 13.4.2.** provide and maintain the CONTRACT PERFORMANCE GUARANTEE in force at the time of the request;
 - 13.4.3.** undertake to comply with all the requirements set forth in this CONTRACT, its ANNEXES and APPENDIXES.
- 13.5.** The following operations are characterized as changes in CONTROL, in addition to others:
- 13.5.1.** any change, direct or indirect, in the CONTROL or CONTROL group that may imply a change in the staff that exercise the effective management of the CONCESSIONAIRE's business;
 - 13.5.2.** when the parent company ceases to hold, directly or indirectly, the majority of the voting capital of the CONCESSIONAIRE;
 - 13.5.3.** when the parent company, by means of an CONTRACT, contract or any other instrument, assigns, in whole or in part, directly or indirectly, to third parties, powers to direct the corporate activities and guide their operation;
 - 13.5.4.** when the parent company withdraws, directly or indirectly, from the CONTROL of the CONCESSIONAIRE.
- 13.6.** If, due to the stage in which the CONCESSION is, some of the requirements of technical capacity and financial suitability required in the PUBLIC NOTICE are no longer necessary for the adequate provision of services, the GRANTING AUTHORITY may waive their proof, in a motivated manner, observing the requirements and limits of the governing legislation.
- 13.7.** In the event of transfer of CONTROL to the FINANCER(S), the technical capacity requirements required in the PUBLIC NOTICE will be waived, and the CONCESSIONAIRE's financial restructuring plan and the CONCESSION continuity plan must be presented, with the indication of third parties who will be designated by the FINANCERS to perform the obligations originally assumed by the CONCESSIONAIRE, which must meet the specific technical qualification requirements for the obligation to it as defined by the INDEPENDENT VERIFIER.
- 13.8.** The GRANTING AUTHORITY may deny the request for transfer of CONTROL if it assesses that the transaction may harm or jeopardize the execution of the object of the CONTRACT, except in the event of exercise of *the* step-in right by the FINANCERS, provided for in subclause 13.7 above.

- 13.9.** The GRANTING AUTHORITY shall examine and respond to the request for transfer of CONTROL within up to 45 (forty-five) days, which may be extended for an equal period, if necessary, and may request clarifications and additional documents from the CONCESSIONAIRE and the FINANCIERS, summon the controlling partners or shareholders of the CONCESSIONAIRE and take other steps deemed appropriate.
- 13.10.** The authorization for the transfer of the CONTROL of the CONCESSIONAIRE, if granted by the GRANTING AUTHORITY, shall be formalized, in writing, indicating the conditions and requirements for its realization.
- 13.11.** The following acts to be performed by the CONCESSIONAIRE shall depend on the prior consent of the GRANTING AUTHORITY, without prejudice to the other situations provided for in this CONTRACT and in the applicable legislation and regulations, under penalty of application of the sanctions provided for in this CONTRACT:
- 13.11.1.** Amendment of the Articles of Incorporation of the SPE, except for those of an eminently formal and/or procedural nature, which shall be subject to simple subsequent notification to the GRANTING AUTHORITY
 - 13.11.2.** Merger, acquisition, division, transformation, or any form of corporate restructuring that implies a transfer of CONTROL of the CONCESSIONAIRE
 - 13.11.3.** Sale of the CONTROL or transfer of the SPE, operated by the FINANCER and/or guarantor, for the purpose of financial restructuring of the CONCESSIONAIRE;
 - 13.11.4.** Creation of subsidiaries, including for the exploration of activities that generate alternative, complementary, ancillary revenues or associated projects;
 - 13.11.5.** Reduction of the capital stock of SPE to an amount lower than the minimum required in this CONTRACT;
 - 13.11.6.** filing of a request for judicial reorganization by the CONCESSIONAIRE itself;
 - 13.11.7.** Granting loans and financing to the shareholders of the SPE, RELATED PARTIES, or third parties;

- 13.11.8.** Providing guarantees, sureties, or any other form of collateral by the SPE in favor of its shareholders, RELATED PARTIES, or third parties;
 - 13.11.9.** Hiring or altering the coverage of already contracted insurance, whether in amounts or terms specified in the initially executed policies, from the contracted insurer and/or the CONTRACT PERFORMANCE GUARANTEE initially contracted by the CONCESSIONAIRE, even when such hiring results from what is established in the ordinary or EXTRAORDINARY REVIEW procedures, except when it involves an action already approved when the insurance plan is approved or updated throughout the contractual term;
 - 13.11.10.** contracting of any financing, issuance of securities and/or other debt operation contracted by the SPE, which provide for the offering of rights arising from the CONCESSION, or the shares representing the CONTROL of the CONCESSIONAIRE as collateral;
 - 13.11.11.** disposal, encumbrance or transfer, of any nature, of the REVERSIBLE ASSETS, by the CONCESSIONAIRE to third parties, including its FINANCIERS or guarantors; and
 - 13.11.12.** foreclosure of assets given guarantee that implies transfer of CONTROL.
- 13.12.** The following acts and operations must be communicated to the GRANTING AUTHORITY, within 30 (thirty) days after they are consummated, under penalty of application of the sanctions described in this CONTRACT:
- 13.12.1.** Changes in the shareholding structure of the SPE that do not imply a direct or indirect transfer of CONTROL, but that imply the transfer of at least 20% (twenty percent) of the shares with voting rights in the SPE;
 - 13.12.2.** Changes in the shareholding structure of SPE that do not imply a direct or indirect transfer of CONTROL, but that imply the transfer of at least 10% (ten percent) of the voting shares of SPE held by a single shareholder;
 - 13.12.3.** Request, by third parties, for judicial reorganization of SPE, or opening of any other bankruptcy or liquidation process of SPE;

- 13.12.4.** Application of penalties to the SPE, by any body or entity that has the competence to do so, especially in case of default in relation to tax, social security, occupational health and health obligations, or applied by any body with competence to regulate and inspect the activities of the CONCESSIONAIRE, or even of an environmental nature;
- 13.12.5.** Contracting financing, issuance of securities, or any other debt operation, contracting of insurance and guarantees, which do not fall under the hypothesis of Clause 13.11.9; and
- 13.12.6.** Amendment to the SPE's Bylaws of an eminently formal and/or procedural nature.

CLAUSE 14 RELATED PARTIES TRANSACTIONS POLICY

- 14.1.** The CONCESSIONAIRE shall, within 1 (one) month from the execution of the TERM OF TRANSFER, develop, publish and implement the RELATED PARTIES TRANSACTIONS POLICY, observing, as applicable, the best practices recommended by the Brazilian Code of Corporate Governance - Publicly-Held Companies, edited by the Interagents Working Group (GT Interagentes), coordinated by the Brazilian Institute of Corporate Governance (IBGC), as well as in the provisions of the Novo Mercado Regulation, or by those that may replace them as a reference before the Brazilian Securities and Exchange Commission (CVM), and containing, at least, the following elements:
 - 14.1.1.** criteria that must be observed for the execution of transactions between the CONCESSIONAIRE and its RELATED PARTIES, requiring the observance of equitable conditions, compatible with market practice and equivalent to those that would be obtained in an independent negotiation, with a party not related to the CONCESSIONAIRE;
 - 14.1.2.** procedures to assist in the identification of individual situations that may involve conflicts of interest and, consequently, to determine the impediment of voting in relation to shareholders or managers of the CONCESSIONAIRE;
 - 14.1.3.** procedures and responsible for identifying RELATED PARTIES and classifying transactions as transactions with RELATED PARTIES;
 - 14.1.4.** indication of the approval bodies for transactions with RELATED PARTIES, depending on the amount involved or other relevant criteria;

- 14.1.5.** requirement of price comparison, when possible, with other market agents, according to rules approved by the SPE management, as a condition for contracting works and services with RELATED PARTIES, but always in compliance with subclause 14.1.1;
 - 14.1.6.** demonstration that the object of the services contracted with RELATED PARTIES is not the object of any other contracting by the CONCESSIONAIRE with third parties;
 - 14.1.7.** prohibition of making advance payments in contracts with RELATED PARTIES, except in the case of advance of mobilization costs required in similar contracts in the market; and
 - 14.1.8.** duty of SPE's management to formalize, in a written document to be filed with SPE, the justifications for the selection of RELATED PARTIES to the detriment of market alternatives.
- 14.2.** Notwithstanding the period provided in subclause 14.1 above, the RELATED PARTIES TRANSACTIONS POLICY shall be developed, published and implemented prior to any engagement of a RELATED PARTY by the CONCESSIONAIRE.
- 14.3.** The RELATED PARTIES TRANSACTIONS POLICY shall be updated by the CONCESSIONAIRE whenever necessary, observing the updates in the best practice recommendations referred to in subclause 14.1, and the need to include or amend specific provisions aimed at making the transparency and commutativity of transactions with RELATED PARTIES more effective.
- 14.4.** The CONCESSIONAIRE'S RELATED PARTIES TRANSACTIONS POLICY shall provide for the CONCESSIONAIRE's obligation to disclose, on its website, the following information about the contracting carried out:
- 14.4.1.** general information about the contracted RELATED PARTY;
 - 14.4.2.** scope of the contract;
 - 14.4.3.** term of contracting;
 - 14.4.4.** general conditions of payment and readjustment of the amounts related to the contract;

- 14.4.5.** description of the negotiation of the transaction with the RELATED PARTY and the decision on the execution of the transaction; and
- 14.4.6.** justification for contracting with the RELATED PARTY to the detriment of market alternatives.
- 14.5.** The disclosure referred to in subclause 14.4 above shall occur within 30 (thirty) days from the execution of the transaction with the RELATED PARTY and at least 5 (five) business days from the beginning of the execution of the obligations arising from said transaction.
- 14.6.** In addition to the elements and obligations contained in the RELATED PARTIES TRANSACTIONS POLICY, the CONCESSIONAIRE shall comply with the following rules:
- 14.6.1.** The CONCESSIONAIRE shall send to the GRANTING AUTHORITY, within the period established by subclause 14.5, a copy of all contracts entered into with RELATED PARTIES;
- 14.6.2.** The CONCESSIONAIRE is responsible for any irregularities found within the scope of the contracts entered into with RELATED PARTIES.
- 14.7.** The CONCESSIONAIRE may receive funds from RELATED PARTIES through loan CONTRACTs, provided that the payment obligations of the amounts assigned on such basis shall be subordinated to the payment of amounts due to the GRANTING AUTHORITY, under the terms of this CONTRACT, and provided that the conditions applicable to contracts with RELATED PARTIES are observed, according to the RELATED PARTIES TRANSACTIONS POLICY.

CLAUSE 15 CONCESSIONAIRE'S COMPLIANCE PROGRAM

- 15.1.** The CONCESSIONAIRE shall, within 18 (eighteen) months from the execution of the TERM OF TRANSFER, send to the GRANTING AUTHORITY and implement a COMPLIANCE PROGRAM, which consists of internal mechanisms and procedures with rules of integrity, auditing and incentive to report irregularities, observing the guidelines of PD1 and PD2, pursuant to ANNEX 4 – MINIMUM SOCIAL AND ENVIRONMENTAL GUIDELINES, and in the effective application of codes of ethics and conduct, policies and guidelines with the objective of detecting and remedying deviations, fraud, irregularities and unlawful acts practiced against the PUBLIC ADMINISTRATION, in view of Federal Law No. 12,846/2013 (Anti-Corruption Law), articles 41 and 42 of Federal Decree No. 11,129/2022, or legislation that may replace or modify them.

- 15.2.** Once the COMPLIANCE PROGRAM is implemented, the CONCESSIONAIRE shall, within 12 (twelve) months from its implementation, extendable for another 12 (twelve) months, upon consent of the GRANTING AUTHORITY, obtain ISO 37001 certification by an institution accredited for such purposes by the International Organization for Standardization – ISO, or the "Pro Ethics Seal", issued by the Office of the Comptroller General of the Union, or another that will replace him.
- 15.3.** If the CONCESSIONAIRE does not obtain, after exceeding the period provided for in subclause 15.2, above, any of the certifications listed, it will be subject to the application of a fine, according to the TABLE OF VIOLATIONS provided for in subclause 38.21.
- 15.4.** The COMPLIANCE PROGRAM must provide for a sector responsible for the application, management and inspection of the activities provided for therein, which must be endowed with autonomy, independence and impartiality to coordinate the control activities, and must also be endowed with sufficient material, human and financial resources for its regular operation.
- 15.5.** The COMPLIANCE PROGRAM must contain at least the following content:
- 15.5.1.** Code of Ethics and Conduct, representing the expected behavior of all employees and officers of the CONCESSIONAIRE, as well as third parties who have relations with the CONCESSIONAIRE, such as suppliers and service providers of the CONCESSIONAIRE;
 - 15.5.2.** the purpose and scope of the COMPLIANCE PROGRAM;
 - 15.5.3.** the clear division of the responsibilities of the people involved in the compliance function, in order to avoid possible conflicts of interest with other areas of the CONCESSIONAIRE;
 - 15.5.4.** the free access of those responsible for activities related to the compliance function to the information necessary for the exercise of their duties;
 - 15.5.5.** mechanisms for detecting irregularities and procedures that ensure the prompt interruption of irregularities or infractions detected and the timely remediation of the damage generated;
 - 15.5.6.** channels for reporting irregularities that are easily accessible and widely disseminated to any interested parties, especially to the CONCESSIONAIRE's employees, to third parties

who have relations with the CONCESSIONAIRE and to the USERS, and that allow the receipt of anonymous complaints;

- 15.5.7.** provision of confidentiality rules for whistleblowers who identify themselves when filing the complaint, ensuring that the identification of the whistleblower will be kept confidential and under the responsibility of the sector responsible for the compliance program, accessible only to sectors of the CONCESSIONAIRE that, justifiably, need access to information for the investigation, prevention or combat of the reported irregularity;
- 15.5.8.** communication channels with the CONCESSIONAIRE's senior management, including Councils, in order to facilitate the reporting of the results resulting from the activities related to the compliance function, possible irregularities or failures identified;
- 15.5.9.** integration of the sector responsible for the compliance program with other related areas, such as the legal department, internal audit, ombudsman, accounting and human resources department;
- 15.5.10.** segregation of the sector responsible for the compliance program in relation to the sector responsible for internal audit;
- 15.5.11.** conduct rules for situations that present a significant risk of illegal conduct, fraud, and corruption, particularly in situations involving interaction with the public sector, even when mediated by third parties, such as participation in bidding, execution and oversight of administrative contracts – including meetings with public officials responsible for monitoring and overseeing the CONTRACT or regulating services, entering into agreements or contractual amendments, donations and sponsorships of any kind, obtaining authorizations and licenses, inspections, hiring former public officials, offering gifts and presents to public officials, etc.;
- 15.5.12.** clarifications on the existence and use of whistleblowing channels and guidance on integrity issues;
- 15.5.13.** establishing the prohibition of retaliation against whistleblowers in good faith and the mechanisms to protect them;
- 15.5.14.** duty of periodic training of the CONCESSIONAIRE's employees regarding the objectives of the Compliance Program, which may be provided by the CONCESSIONAIRE's employees;

- 15.5.15.** provision of disciplinary measures in the event of violation of compliance and integrity rules, which must be proportionate to the violation and the level of responsibility of those involved;
 - 15.5.16.** duty of commitment of the CONCESSIONAIRE's senior management, including Councils, in setting the policies of the Compliance Program;
 - 15.5.17.** conducting periodic risk analysis to make necessary adaptations to the COMPLIANCE PROGRAM, as well as continuous monitoring of the COMPLIANCE PROGRAM, aiming at its improvement in the prevention, detection and fight against illegal conduct, fraud and corruption;
 - 15.5.18.** provision of internal controls that ensure the reliability of reports and statements, of any kind, including accounting;
 - 15.5.19.** duty of the sector responsible for the COMPLIANCE PROGRAM to prepare a report, at least annually, containing a summary of the results of the activities related to the compliance function, its main conclusions, recommendations and measures taken by the CONCESSIONAIRE's management;
 - 15.5.20.** immediate communication to the sector responsible for the COMPLIANCE PROGRAM when requested by third parties, or made by the CONCESSIONAIRE, payment of amounts by means not usual for the circumstances of the business, especially when it involves payment of amounts in cash, in any currency, in multiple accounts, or in accounts in countries other than the third party's business operation or the provision of the SERVICES;
 - 15.5.21.** duty of the sector responsible for the COMPLIANCE PROGRAM to report systematically and in a timely manner the results of its activities directly to the Board of Directors, allowing it to act independently of the CONCESSIONAIRE's executive board; and
 - 15.5.22.** provision of internal procedures aimed at ensuring regularity and probity in the hiring of third parties, such as suppliers, service providers, intermediary agents and associates.
- 15.6.** The Code of Ethics and Conduct must be written in a clear and concise manner, and must be easy to consult with the internal and external public, in addition to containing, at least, the following contents:

- 15.6.1.** the principles and values adopted by the CONCESSIONAIRE related to ethics and integrity issues;
 - 15.6.2.** the CONCESSIONAIRE's policies to prevent fraud and unlawful acts, especially those that regulate the relationship between the public and private sectors;
 - 15.6.3.** provision of disciplinary measures for cases of violations of the rules and policies of the CONCESSIONAIRE
 - 15.6.4.** express prohibitions against the practice of the following conduct by members of the CONCESSIONAIRE:
 - 15.6.4.1.** promising, offering, or giving, directly or indirectly, an undue advantage to a public official or equivalent person, whether national or foreign, or to someone related to them;
 - 15.6.4.2.** offering an undue advantage;
 - 15.6.4.3.** taking any action or omission that may obstruct the actions of regulatory authorities
 - 15.6.4.4.** receiving or consenting to the receipt by third parties of any undue amounts for the practice of a prohibited act, or for the omission of a required act, in this CONTRACT or in the ANNEXES;
 - 15.6.4.5.** practice fraud or harmful acts in relations with the public sector.
- 15.7.** The COMPLIANCE PROGRAM and the Code of Ethics and Conduct must be reviewed at intervals not exceeding 3 (three) years and, if necessary, updated, to ensure their effectiveness.

CLAUSE 16 HIRING OF THIRD PARTIES AND EMPLOYEES OF THE CONCESSIONAIRE

- 16.1.** The CONCESSIONAIRE may contract with third parties the development of activities inherent, accessory or complementary to the SERVICES, as well as the realization of the necessary investments for the INFRASTRUCTURE DEPLOYMENT, subject to the rules set forth in ANNEX 7 – SPECIFICATIONS.
- 16.1.1.** The CONCESSIONAIRE may provide some SERVICES through subcontractors in environments outside the CONCESSION AREA, subject to the provisions of ANNEX 7 – SPECIFICATIONS.
- 16.2.** The contracting of third parties may not occur to the detriment of the quality and/or safety of the SERVICES or result in the transfer of the exercise of the CONCESSIONAIRE’s position in this CONTRACT, and the CONCESSIONAIRE shall remain responsible for managing the provision of the SERVICES.
- 16.2.1.** The CONCESSIONAIRE shall remain fully responsible for the services provided under this CONTRACT, even if these are provided by contracted third parties, including, but not limited to, for the purposes of:
- 16.2.1.1.** performance evaluation;
 - 16.2.1.2.** damages caused to the GRANTING AUTHORITY, the AFFECTED COMMUNITIES, the STAKEHOLDERS, the environment, the USERS or any third parties with an interface with the object of this CONTRACT;
 - 16.2.1.3.** indemnifications; and
 - 16.2.1.4.** penalties arising from this CONTRACT.
- 16.3.** Whenever requested by the GRANTING AUTHORITY, the CONCESSIONAIRE shall send the required information about the contracted third parties, including proof of their technical capacity.
- 16.4.** The CONCESSIONAIRE will be objectively responsible for malpractice, technical failures, lack of financial health and losses caused by its direct or indirect employees, through subcontracting, in the execution of this CONCESSION.

- 16.5.** The CONCESSIONAIRE shall ensure that the employees and contracted third parties maintain a good relationship with the employees of the GRANTING AUTHORITY, professionals involved with the FINALISTIC SERVICES and with the general public.
- 16.6.** The CONCESSIONAIRE shall precautionarily remove, within a maximum period of 24 (twenty-four) hours, its employees or contracted third parties who fail to comply with the labor standards, the service standards required by the CONTRACT or by the legislation and/or regulations related to the operation of this CONCESSION or the provision of the FINALISTIC SERVICES, or that cause any type of embarrassment to the USERS, to the professionals of the GRANTING AUTHORITY and/or to the FINALISTIC SERVICES team.
- 16.6.1.** In the case of the provisions of subclause 16.6, the CONCESSIONAIRE shall establish its own procedure for the investigation of the facts, guaranteeing the full defense and adversarial proceedings of the removed professional, which will be, according to the conclusions of the investigation, a requirement for the return of the professional to his original functions.
- 16.6.2.** Except in the event of serious misconduct duly proven, the employee or third party hired by the CONCESSIONAIRE may be reinstated by the CONCESSIONAIRE, with the prior consent of the GRANTING AUTHORITY, in compliance with the legislation in force.
- 16.7.** The GRANTING AUTHORITY may:
- 16.7.1.** order the immediate removal of the site, as well as the replacement of an employee of the CONCESSIONAIRE who hinders the inspection or whose permanence in the area is compromising the provision of the FINALISTIC SERVICES and/or SERVICES;
- 16.7.2.** suggest the replacement, in a motivated manner, of an employee under the responsibility of the CONCESSIONAIRE who is working in disagreement with the rules stipulated for the position and function or is not complying with the general rules of conduct of the HOPE HEALTH COMPLEX.
- 16.7.3.** The CONCESSIONAIRE must comply with the requests of the GRANTING AUTHORITY regarding the replacement of unqualified employees or those understood to be inadequate for the provision of the SERVICES, provided that such requests are duly justified, ensuring the possibility of defense of the employee, under the terms of clause 16.6.1.

- 16.8.** The CONCESSIONAIRE must prevent the circulation of any employee or representative who shows symptoms of an infectious disease or who is not compliant with the general hygiene requirements necessary for the execution of the SERVICES, in accordance with ANNEX 7 – SPECIFICATIONS.
- 16.9.** The CONCESSIONAIRE must ensure that its employees and representatives observe the rules related to worker health, including any restrictions for specific functions in the HOPE HEALTH COMPLEX.
- 16.10.** The contracts between the CONCESSIONAIRE and its employees or contracted third parties will be governed by private law norms, and in no case will there be any form of relationship between the employees, the third parties contracted by the CONCESSIONAIRE, and the GRANTING AUTHORITY.
- 16.11.** All employees and third parties contracted by the CONCESSIONAIRE must carry identification (badges) with a recent photograph, be properly uniformed while performing their duties on the premises of the HOPE HEALTH COMPLEX, and be previously registered in the access control system. It is the responsibility of the CONCESSIONAIRE to provide all these requirements prior to the start of the collaborators' activities in the HOPE HEALTH COMPLEX.
- 16.12.** The CONCESSIONAIRE assumes total and exclusive responsibility of a labor, social security, tax, accident, environmental, or any other nature related to its employees or third parties contracted by it, in accordance with the provisions of this CONTRACT and ANNEXES.
- 16.13.** The CONCESSIONAIRE will be liable to the GRANTING AUTHORITY in the event that the GRANTING AUTHORITY suffers a monetary condemnation or any property effects due to actions by its employees or third parties contracted by it, including the obligation to indemnify the GRANTING AUTHORITY for any costs – including fees and expenses – incurred in defending its interests in related lawsuits.
- 16.14.** Subject to the specifications of the SERVICES, particularly regarding the obligation to maintain specialized technical personnel, the CONCESSIONAIRE must observe the provisions contained in ANNEX 4 – MINIMUM SOCIAL AND ENVIRONMENTAL GUIDELINES when hiring employees and comply with applicable current legislation.
- 16.15.** The CONCESSIONAIRE is responsible for requiring its subcontractors and/or partners to comply with the legal requirements related to the hiring of personnel, in accordance with the provisions set forth in this CONTRACT and its ANNEXES, as well as in the legislation applicable to the CONCESSION.

- 16.16.** In the event of compliance with the technical qualification requirements of the TENDER, related to the SERVICES, by means of a certificate presented by a subcontractor and, in case of termination of the contract between the CONCESSIONAIRE and the subcontractor, the following rules must be observed:
- 16.16.1.** If the termination occurs within a period of less than 3 (three) years from the beginning of PHASE 3 – PARTIAL OPERATION, the CONCESSIONAIRE shall provide for the replacement by another subcontractor, subject to proof of compliance with the due qualification required, under the terms of the PUBLIC NOTICE.
 - 16.16.2.** The subcontractor's replacement must be approved by the GRANTING AUTHORITY, which may only deny it when the conditions established in the PUBLIC NOTICE are not verified, and must justify its decision based on proof of non-compliance with these conditions.
 - 16.16.3.** If the termination occurs within a period greater than 3 (three) years from the beginning of PHASE 3 – PARTIAL OPERATION, the CONCESSIONAIRE may continue to provide the SERVICES, without the need for a subcontractor, if it certifies that it has the technical capacity to do so.
 - 16.16.4.** In the case provided for in Clause 16.15.3 above, the CONCESSIONAIRE shall forward to the GRANTING AUTHORITY a notification, endorsed and attested by the subcontractor and the INDEPENDENT VERIFIER, stating that the CONCESSIONAIRE has absorbed the technical knowledge necessary for the operation of the SERVICES, being able to operate the HOPE HEALTH COMPLEX.
 - 16.16.4.1.** Within 60 (sixty) days prior to the issuance of the above notification, the CONCESSIONAIRE shall summon the INDEPENDENT VERIFIER, with a copy to the GRANTING AUTHORITY, to monitor the activities of the CONCESSIONAIRE, as necessary to prove its technical capacity.
 - 16.16.4.2.** Upon receipt of the notification by the CONCESSIONAIRE, the GRANTING AUTHORITY shall issue authorization or deny it, in a justified manner, within 30 (thirty) days, and may request clarifications.
- 16.17.** Until the authorization issued by the GRANTING AUTHORITY, the subcontractor must perform its functions normally.

- 16.18.** The CONCESSIONAIRE shall ensure the performance of adequate transition procedures, and under no circumstances shall the solution of continuity in the operation of the SERVICES or the performance of operation activities by those who do not have technical qualifications be allowed.
- 16.19.** In the event of compliance with the technical qualification requirements of the TENDER, related to the WORKS, by means of a certificate presented by a subcontractor and, in case of termination of the contract between the CONCESSIONAIRE and the subcontractor, the provisions of subclause 16.15 shall be observed.
- 16.20.** After the conclusion of the WORKS, as formalized by the GRANTING AUTHORITY, under the terms of ANNEX 3 – CONCESSION PHASES, the CONCESSIONAIRE may terminate the contract entered into with the subcontractor, without prejudice to the maintenance of the necessary guarantees in case of non-conformities.

OBLIGATIONS

CLAUSE 17 OBLIGATIONS OF THE CONCESSIONAIRE

- 17.1.** The CONCESSIONAIRE's obligations, without prejudice to the other obligations provided in this CONTRACT, its ANNEXES, and in the applicable legislation, are:
- 17.1.1.** to be civilly, administratively, environmentally, tax-wise, and criminally liable for actions or omissions attributable to it in the execution of the CONTRACT object, including the actions and omissions of its representatives, employees, or representatives and employees of companies contracted by the CONCESSIONAIRE;
 - 17.1.2.** to indemnify and keep the GRANTING AUTHORITY harmless from any claims or damages resulting from acts performed by the CONCESSIONAIRE, directly or through its representatives, employees, or contracted companies, including any costs incurred for its defense;
 - 17.1.3.** ensure, for the purposes of carrying out inspection, free access of the INSPECTION AGENTS, as well as individuals indicated by the GRANTING AUTHORITY, to the CONCESSION AREA;
 - 17.1.4.** to provide all information requested by the GRANTING AUTHORITY or control bodies within 10 (ten) days, or another deadline established by the latter, which may be extended upon

a justified request, except in cases of express legal, administrative, or contractual deadlines;

- 17.1.5.** to designate a representative to act on its behalf before the GRANTING AUTHORITY;
- 17.1.6.** to maintain, throughout the CONTRACTUAL TERM, the conditions necessary for the execution of the CONCESSION, ensuring compatibility with the timing of contractual execution;
- 17.1.7.** to immediately communicate to the GRANTING AUTHORITY and other competent authorities all occurrences that jeopardize the socio-environmental and patrimonial integrity of the HOPE HEALTH COMPLEX and/or threaten the protection of its USERS, professionals of the GRANTING AUTHORITY and/or the FINALISTIC SERVICES team;
- 17.1.8.** to immediately inform the GRANTING AUTHORITY of any and all events that may harm or prevent the fulfillment of the CONCESSIONAIRE's obligations and/or that may constitute a cause for intervention, forfeiture or termination of the CONTRACT, except in cases where there is a different legal or contractual term;
- 17.1.9.** to inform the GRANTING AUTHORITY when summoned or notified in any legal action or administrative procedure related to the execution of the object of this CONTRACT;
- 17.1.10.** to adopt internal integrity mechanisms and procedures, as well as to implement and maintain a whistleblower channel, in order to prevent violations of Federal Law No. 12.846/2013, as well as to receive and process complaints and suggestions from USERS or third parties affected by its activity;
- 17.1.11.** to obtain, renew, and maintain the necessary licenses, authorizations, and/or permits, in a timely manner, from the competent authorities required for the activities provided in this CONTRACT;
- 17.1.12.** to prepare the ARCHITECTURE/ENGINEERING PROJECTS necessary for the INFRASTRUCTURE DEPLOYMENT and obtain the relevant approvals from the competent bodies, observing the provisions of ANNEX 5 – MINIMUM GUIDELINES FOR PROJECTS AND WORKS;

- 17.1.13.** to demolish, in compliance with the provisions of ANNEX 4 – MINIMUM SOCIAL AND ENVIRONMENTAL GUIDELINES and ANNEX 5 – MINIMUM GUIDELINES FOR PROJECTS AND WORKS, the pre-existing structures of the CONCESSION AREA;
- 17.1.14.** to be fully responsible for the INFRASTRUCTURE DEPLOYMENT and SERVICES contracted under its responsibility, as well as for the fulfillment of any corresponding environmental, urban and sanitary conditions;
- 17.1.15.** to raise, apply and manage the financial resources necessary for the INFRASTRUCTURE DEPLOYMENT and provision of the SERVICES provided for in this CONTRACT;
- 17.1.16.** to keep the GRANTING AUTHORITY informed of compliance with the parameters indicated in ANNEX 7 – SPECIFICATIONS, within a maximum period of 48 (forty-eight) hours after the consultation that may be carried out by the GRANTING AUTHORITY, observing the possibility of extension in case of request by the CONCESSIONAIRE;
- 17.1.17.** to comply with the deadlines and technical conditions in relation to the provision of the SERVICES, under the terms of ANNEX 7 – SPECIFICATIONS;
- 17.1.18.** to bear all costs related to studies and licensing under its responsibility, as well as costs related to the implementation of the measures and investments necessary to meet the requirements of the competent bodies and entities;
- 17.1.19.** to provide and carry out predictive, preventive and corrective maintenance of the facilities, EQUIPMENT and FURNITURE under its responsibility, under the terms of ANNEX 6 – EQUIPMENT AND FURNITURE and ANNEX 7 – SPECIFICATIONS;
- 17.1.20.** to carry out the necessary repairs and replacements on the EQUIPMENT and FURNITURE under its responsibility, under the terms of ANNEX 7 – SPECIFICATIONS, justifying the impossibility, if applicable;
- 17.1.21.** to perform the adaptations of layout and technology park changes, observing the risk allocation of this CONTRACT;

- 17.1.22.** to provide and make available, directly or indirectly, materials, equipment, tools and utensils necessary for the perfect provision of SERVICES and INFRASTRUCTURE DEPLOYMENT;
- 17.1.23.** to use the most appropriate work, management and material techniques for the provision of SERVICES and INFRASTRUCTURE DEPLOYMENT allowing the improvement of results, as well as carry out the technological updating of MEDICAL-HOSPITAL EQUIPMENT and LABORATORY EQUIPMENT, under the terms of subclause 10.22;
- 17.1.24.** to prepare, update and manage social and environmental plans, programs and procedures, in accordance with the applicable technical standards and ANNEX 4 – MINIMUM SOCIAL AND ENVIRONMENTAL GUIDELINES;
- 17.1.25.** to be fully responsible for the custody and security of the CONCESSION AREA, from the signing of the TERM OF TRANSFER;
- 17.1.26.** to issue the reports requested by the GRANTING AUTHORITY so that it can monitor the progress of the SERVICES provided, within a period indicated by the GRANTING AUTHORITY, with the possibility of extension upon justification by the CONCESSIONAIRE;
- 17.1.27.** to bear the consumption expenses (electricity, internet, natural gas, medical gases, water and sewage) pertinent to the operation of the HOPE HEALTH COMPLEX from the signing of the TERM OF TRANSFER;
- 17.1.28.** to comply with the rules on the protection of personal data, as prescribed by Federal Law No. 13,709/2018 (General Data Protection Law) and other applicable legislation, in the event of carrying out any data processing operation, being fully responsible, as a processing agent (controller and operator);
- 17.1.29.** to comply with and enforce environmental protection legislation, taking the necessary measures to prevent and/or correct any environmental damage;
- 17.1.30.** to ensure the integrity of the RELATED ASSETS, as well as the CONCESSION AREA, and shall repair any and all damages, including any third-party assets, as a result of the exploitation of the object of the CONCESSION, and may request, in the event that the damages are caused by fault or willful misconduct of the GRANTING AUTHORITY, or result

from risk factors or its responsibility, the economic and financial rebalancing of the CONTRACT due to the costs associated with such repair;

- 17.1.31.** to respond to the GRANTING AUTHORITY and third parties for the quality and safety of the investments made, including any additional investments, being fully responsible for them, for their durability with full operating and operational conditions, in view of the requirements established by the CONTRACT, also being responsible for any damage arising therefrom, during the entire CONTRACTUAL TERM;
- 17.1.32.** to take the necessary measures associated with the prospecting, excavation, and rescue of archaeological or paleontological artifacts, in compliance with current legislation, through the economic-financial rebalancing of the CONTRACT;
- 17.1.33.** to provide, for the collection of the GRANTING AUTHORITY, the original of all projects, plans, drawings, and other documents of any nature that are necessary for the performance of the object of the CONTRACT, and that have been specifically acquired or created in the development of activities integrated into the CONCESSION, including those related to the execution of additional investments;
- 17.1.34.** to hire the INDEPENDENT VERIFIER, in accordance with ANNEX 9 – OVERSIGHT AGENTS, and to provide all necessary information for the fulfillment of its activities;
- 17.1.35.** to cooperate with the provider of the FINALISTIC SERVICES and its professionals;
- 17.1.36.** to redo, adapt, or correct, directly or indirectly, without any cost to the GRANTING AUTHORITY or the execution of the object of this CONTRACT, any and all WORK or SERVICE expressly attributed to the CONCESSIONAIRE or arising from obligations assumed by it in the CONTRACT, that have been carried out improperly or not in accordance with the quality standards established in this CONTRACT, ANNEXES, and applicable legislation, whenever the inadequacy or non-compliance is determined in an administrative process, observing the deadlines defined in the corresponding decision;
- 17.1.37.** In the event of subclause 17.1.36 above, cases where the correction is urgent in order to avoid harm to the provision of SERVICES or damage to USERS are exempt, in which case the correction may be carried out according to the guidance of the GRANTING AUTHORITY, without prejudice to the right of the CONCESSIONAIRE to discuss the merits of the correction in a regular administrative process, including regarding any right to reimbursement in the case of improperly ordered corrections;

- 17.1.38.** to collect the taxes levied on its activities, as well as to comply with tax legislation, including when it comes to the exploitation of activities that generate ANCILLARY REVENUE, according to the mechanisms available in the legislation;
- 17.1.39.** to repair any damages caused to communication routes, water pipelines, sewage systems, electricity networks, gas, telecommunications, and respective equipment, as well as to any third-party assets, and any other INTERFERENCES resulting from the execution of activities for which it is responsible, being able to request, in cases where the damages are caused by fault or intent of the GRANTING AUTHORITY, or result from risk factors or responsibilities of the latter, the economic-financial rebalancing of the CONTRACT due to the costs associated with such repair;
- 17.1.40.** to carry out the necessary activities for the removal of the INTERFERENCES that are necessary for the execution of the object of this CONTRACT, observing the allocation of risks in this CONTRACT;
- 17.1.41.** to keep the INVENTORY updated throughout the CONTRACTUAL TERM, as well as regularly bookkeeping its accounting books and organize the files, documents and notes, with the pertinent information;
- 17.1.42.** to maintain in force the insurances required in the CONTRACT, and for this purpose must promote the necessary renewals, extensions and updates;
- 17.1.43.** to provide the inputs for the production of LACEN exams and analyses, under the terms of ANNEX 10 – PAYMENT MECHANISM, except for the kits for carrying out the disease exams indicated for the Division of Epidemiology and Disease Control (DECD), which will be provided by the Ministry of Health, as indicated in ANNEX 7 – SPECIFICATIONS;
- 17.1.43.1.** If the GRANTING AUTHORITY so requests, the CONCESSIONAIRE must provide the inputs originally due by the Ministry of Health, being entitled to the economic and financial rebalancing of the CONTRACT.
- 17.1.44.** To be responsible for the connections that are necessary for the supply of water, sewage, electricity, among other utilities in the CONCESSION AREA;

- 17.1.45.** To submit, on a monthly basis, to the GRANTING AUTHORITY, a report with the complaints of the USERS and employees, as well as the responses provided, the measures adopted in each case and the time of response and adoption of the measures, including in relation to any suggestion of improvements in the guidelines for the execution of the SERVICES, to be analyzed by the GRANTING AUTHORITY;
- 17.1.46.** to carry out the necessary measures to obtain the ONA Qualification Seals, and other related certifications, under the terms of ANNEX 7 – SPECIFICATIONS and applicable legislation, including the certifications necessary for the operation of LACEN;
- 17.1.47.** to submit to the GRANTING AUTHORITY its accounting and financial statements, accompanied by the report of an independent auditing firm registered with the Brazilian Securities and Exchange Commission (CVM), in compliance with the applicable legislation, the applicable CVM resolutions, or the rules that may succeed these diplomas, within 150 (one hundred and fifty) days from the end of the accounting year.
- 17.1.47.1.** To ensure the uniformity and transparency of the accounting information provided, the GRANTING AUTHORITY may prepare a model chart of accounts to be complied with by the CONCESSIONAIRE, and may request, for this purpose, the support of the INDEPENDENT VERIFIER.
- 17.1.47.2.** The annual financial statements must highlight the following information:
- i) Transactions with the controlling shareholder or with subsidiaries;
 - ii) Depreciation and amortization of the CONCESSIONAIRE's assets and REVERSIBLE ASSETS;
 - iii) Provision for contingencies (civil, labor, tax, environmental or administrative);
 - iv) Management report;
 - v) Opinion of the external auditors and the fiscal council, if any;

vi) Statement from the CONCESSIONAIRE containing the amount of its paid-in capital stock and any changes in its corporate structure.

- 17.1.48.** Whenever the GRANTING AUTHORITY verifies that any SERVICE has been performed in a flawed, defective, erroneous, incorrectly, or without the quality required in the CONTRACT, the CONCESSIONAIRE must present, within 30 (thirty) days of the GRANTING AUTHORITY's request, an action plan, indicating deadlines and measures to be adopted to repair, correct, interrupt, suspend, or replace such activity and/or the necessary measures for improving the KEY PERFORMANCE INDICATOR.
- 17.1.49.** For the purposes of the above item, the provision of the SERVICES is considered flawed, defective, erroneous, or incorrect whenever the score of any KEY PERFORMANCE INDICATOR is below 0.70:
- 17.1.49.1.** For KEY PERFORMANCE INDICATORS assessed monthly, for 3 (three) consecutive months or 5 (five) non-consecutive months within a period of 1 (one) year.
- 17.1.49.2.** For KEY PERFORMANCE INDICATORS assessed quarterly, for 2 (two) consecutive quarters or 3 (three) non-consecutive quarters within a period of 1 (one) year.
- 17.1.50.** The GRANTING AUTHORITY may require the presentation of the action plan to repair, correct, interrupt, suspend or replace said activity, within a maximum period of 30 days.
- 17.1.51.** The GRANTING AUTHORITY may correct the situation, directly or through a third party, including the possibility of provisional occupation of the CONCESSIONAIRE's assets and facilities.
- 17.1.52.** The GRANTING AUTHORITY may use the CONTRACT PERFORMANCE GUARANTEE for the reimbursement of the costs and expenses involved, as well as for any indemnities due to third parties and to remedy the defects, defects or corrections identified.

CLAUSE 18 OBLIGATIONS OF THE GRANTING AUTHORITY

- 18.1.** The following are obligations of the GRANTING AUTHORITY, without prejudice to the other obligations expressed in this CONTRACT and its ANNEXES:

- 18.1.1.** To be responsible for the FINALISTIC SERVICES and their professionals, even if the FINALISTIC SERVICES are provided by another entity;
- 18.1.2.** To make the CONCESSION AREA available to the CONCESSIONAIRE in a free and unobstructed manner, including the regularity of real estate registrations;
- 18.1.3.** To make its best efforts, without prejudice to the responsibility of the CONCESSIONAIRE, to collaborate with the obtaining of the licenses and authorizations necessary for the performance of this CONTRACT, including joint participation in meetings and sending of information and manifestations that may be necessary;
- 18.1.4.** To guide and provide the information and clarifications that may be necessary for the execution of the CONTRACT by the CONCESSIONAIRE;
- 18.1.5.** To inform the CONCESSIONAIRE of the existence of a summons or subpoena, in any lawsuit or administrative proceeding, related to the performance of this CONTRACT;
- 18.1.6.** To make the best efforts to defend the common interests of the PARTIES and the maintenance of the CONTRACT, performing all applicable legal acts for this purpose;
- 18.1.7.** To ensure the preservation of the economic and financial balance of the CONTRACT, observing, among others, the need to preserve the solvency and liquidity of the CONCESSIONAIRE, when imposing obligations not originally provided for in the CONTRACT and in the implementation of the economic and financial rebalancing;
- 18.1.8.** To oversight the fulfillment of the obligations arising from this CONTRACT, as well as monitor the KEY PERFORMANCE INDICATORS, under the terms of ANNEX 8 – KEY PERFORMANCE STANDARDS;
- 18.1.9.** To be fully responsible for the supply of materials and medicines for the HOPE HEALTH COMPLEX, kits for carrying out the disease exams indicated for the Division of Epidemiology and Disease Control (DECD), as indicated in ANNEX 7 – SPECIFICATIONS, and the correct use of equipment and furniture, which are their exclusive responsibility or those of third parties hired by them, under the terms of ANNEX 7 – SPECIFICATIONS;

- 18.1.10.** To pay, within the terms and conditions stipulated in this CONTRACT, the installments of the EFFECTIVE MONTHLY AVAILABILITY PAYMENT, AVAILABILITY PAYMENT FOR IMAGING, ANATOMOPATHOLOGICAL AND LABORATORY EXAMINATION SERVICES and the CAPEX BUYDOWN PAYMENT to the CONCESSIONAIRE;
- 18.1.11.** To preserve and maintain in force the PAYMENT GUARANTEE FROM THE GRANTING AUTHORITY and the CAPEX BUYDOWN PAYMENT GUARANTEE, under the terms of this CONTRACT and ANNEX II – DRAFT OF THE PAYMENT AGENT AND ACCOUNT ADMINISTRATOR APPOINTMENT CONTRACT;
- 18.1.12.** To communicate to the CONCESSIONAIRE the non-conformities or problems verified immediately after the identification of the problem;
- 18.1.13.** To request the replacement of an employee or outsourced contractor of the CONCESSIONAIRE who is working in disagreement with the labor legislation and/or the rules stipulated for the position and function, who do not comply with the labor standards, the required service standards, or who cause any type of embarrassment to the USERS, the professionals of the GRANTING AUTHORITY and the FINALISTIC SERVICES team;
- 18.1.14.** To be financially responsible for changes in regulation or taxation that impact the provision or conditions of the service, except for income tax, subject to the provisions of subclause 24.8.1.1;
- 18.1.15.** To make the best efforts to support the CONCESSIONAIRE in obtaining the FINANCING, especially with regard to the required documentation that is the responsibility of the GRANTING AUTHORITY, providing information and clarifications to contribute to the feasibility of the FINANCING, in order to enable the full execution of the object of the CONCESSION;
- 18.1.16.** To conduct the ORDINARY REVIEWS and EXTRAORDINARY REVIEWS, under the terms of this CONTRACT;
- 18.1.17.** To apply legal and regulatory penalties, regardless of contractual provision, and contractual penalties, as provided for in the CONTRACT and its ANNEXES;
- 18.1.18.** To make the adjustments provided for in ANNEX 10 – PAYMENT MECHANISM.

CLAUSE 19 RIGHTS AND OBLIGATIONS OF USERS

19.1. Without prejudice to other rights and obligations provided for by law or regulations of the GRANTING AUTHORITY, the rights of the USERS of the HOPE HEALTH COMPLEX are:

- 19.1.1.** to access the provision of FINALISTIC SERVICES and SERVICES free of charge, regardless of the payment of any type of fee, tariff, or compensation to the GRANTING AUTHORITY or the CONCESSIONAIRE;
- 19.1.2.** to receive information from the GRANTING AUTHORITY and the CONCESSIONAIRE regarding the operation of the HOPE HEALTH COMPLEX for the defense of individual or collective interests, within legal limits and in accordance with applicable provisions, such as Law No. 13,709, of August 14, 2018 (General Data Protection Law);
- 19.1.3.** to bring to the attention of the GRANTING AUTHORITY and the CONCESSIONAIRE any irregularities they become aware of regarding the SERVICES and FINALISTIC SERVICES provided within the HOPE HEALTH COMPLEX;
- 19.1.4.** to have effective communication channels, including ombudsman services, from the CONCESSIONAIRE and the GRANTING AUTHORITY, whether through physical service, electronic means (website, email address), or a telephone service center, with the CONCESSIONAIRE required to properly disclose these means within the HOPE HEALTH COMPLEX and in communications with USERS;
- 19.1.5.** to report to the competent authorities any illegal acts committed by the CONCESSIONAIRE and the GRANTING AUTHORITY in the provision of SERVICES and FINALISTIC SERVICES;
- 19.1.6.** to receive quality SERVICES based on the KEY PERFORMANCE INDICATORS referred to in ANNEX 8 – KEY PERFORMANCE STANDARDS;
- 19.1.7.** to be covered by the insurances provided in this CONTRACT, as applicable; and
- 19.1.8.** to participate in satisfaction surveys regarding the SERVICES provided by the CONCESSIONAIRE, in accordance with ANNEX 8 – KEY PERFORMANCE STANDARDS, as well as any satisfaction surveys related to FINALISTIC SERVICES.

- 19.2.** The USERS must ensure the conservation of the CONCESSION AREA, as well as the good use of the RELATED ASSETS, including EQUIPMENT, FURNITURE, and other facilities of the HOPE HEALTH COMPLEX.

CLAUSE 20 PERSONAL DATA PROTECTION

- 20.1.** The PARTIES shall comply with Federal Law No. 13,709/2018 (General Law for the Protection of Personal Data), or legislation that may replace, in the cases in which they process personal data within the scope of the CONCESSION, covering any collection, production, reception, classification, use, access, reproduction, transmission, distribution, processing, filing, storage, elimination, evaluation or control of the information, modification, communication, transfer, dissemination or extraction of personal data.
- 20.2.** By executing the scope of this CONTRACT, the CONCESSIONAIRE will be qualified as "Operator" in relation to the personal data of the USERS and qualified as "Controller" and "Operator" in relation to the other personal data that, on account of the CONTRACT, it carries out the processing, and must, in all situations, comply with Federal Law No. 13,709/2018.
- 20.3.** The processing of the USERS' personal data carried out by the CONCESSIONAIRE will be carried out on behalf of the "Controller", that is, the GRANTING AUTHORITY.
- 20.3.1.** If consent is required, it will be up to the CONCESSIONAIRE to obtain it, on behalf of the GRANTING AUTHORITY, in the manner required by Federal Law No. 13,709/2018.
- 20.4.** The personal data shall be kept by the CONCESSIONAIRE in an interoperable and structured format, available to the holder of personal data upon request on the website made available, and the holder of personal data shall have the guarantees of:
- 20.4.1.** facilitated and free consultation on the form and duration of the processing of your personal data, as well as on its integrity;
- 20.4.2.** accuracy, clarity, relevance and updating of personal data, according to the need and for the fulfillment of the purpose of its processing, and it is possible to request the correction of incomplete, inaccurate or outdated data, as well as the request for anonymization, blocking or elimination of unnecessary, excessive or processed data in non-compliance with the object of this CONTRACT and with Federal Law No. 13,709/2018;

- 20.4.3.** obtain clear, precise and easily accessible information on the processing of your personal data and the respective processing agents, observing commercial and industrial secrets.
- 20.5.** It is the CONCESSIONAIRE's obligation to train and prepare all its employees so that there is adequate processing of personal data, through a training and awareness plan.
- 20.5.1.** The CONCESSIONAIRE's employees who work with the processing of personal data, such as medical records, must sign confidentiality, secrecy and use terms.
- 20.6.** The CONCESSIONAIRE must obtain ISO 27701 certification before the start of PHASE 3 – PARTIAL OPERATION.
- 20.7.** The CONCESSIONAIRE is responsible for any damage caused to the GRANTING AUTHORITY and to the holders of personal data, as a result of their processing in violation of Federal Law No. 13,709/2018, this CONTRACT, the parameters and decisions of the GRANTING AUTHORITY, or for purposes unrelated to the object of the CONCESSION.
- 20.8.** It is the CONCESSIONAIRE's obligation to appoint the person in charge, and it is allowed to hire a third party to perform such functions.
- 20.9.** The CONCESSIONAIRE is prohibited from transferring and/or sharing with third parties the personal data to which it has access, due to this CONTRACT, except when necessary for the execution of the CONTRACT itself.
- 20.9.1.** If the transfer and/or sharing of personal data with third parties is necessary for the execution of the CONTRACT, the CONCESSIONAIRE must request prior consent from the GRANTING AUTHORITY, as well as inform the holders of the personal data.
- 20.9.2.** The GRANTING AUTHORITY authorizes the sharing of USERS' personal data with subcontractors as long as they are indispensable for the execution of the CONTRACT, in compliance with the legislation in force.
- 20.10.** Considering the principles set forth in the caput of article 6 of Law No. 13,709/2018, the CONCESSIONAIRE must adopt, in relation to personal data, security, technical and administrative measures capable of protecting data and information from unauthorized access and accidental

or unlawful situations of destruction, loss, alteration, communication or any form of inappropriate or unlawful processing.

- 20.11.** The CONCESSIONAIRE must immediately notify the GRANTING AUTHORITY of the occurrence of a security incident related to personal data, and inform the mitigation and remediation measures adopted, in accordance with the Data Protection Plan.
- 20.12.** It is the responsibility of the CONCESSIONAIRE to carry out, when necessary, the impact report on the protection of personal data referred to in Federal Law No. 13,709/2018, as well as to comply with any other legal obligations related to the protection of personal data that may be applicable to it.
- 20.13.** The CONCESSIONAIRE shall make available to the GRANTING AUTHORITY, as requested, all information related to the execution of the scope of this CONTRACT that is necessary for the fulfillment, by the GRANTING AUTHORITY, of obligations that are incumbent upon them arising from Federal Law No. 13,709/2018.
- 20.14.** At the end of the CONTRACTUAL TERM, the personal data to which the CONCESSIONAIRE had access, including any copies of USERS' personal data and other data processed under this CONTRACT, will be fully made available to the GRANTING AUTHORITY immediately, or, upon justification, within 30 (thirty) days from the date of its termination, and the CONCESSIONAIRE may not remain, under no circumstances, in possession of such personal data, and must also inform the GRANTING AUTHORITY in writing of the fulfillment of this obligation.
- 20.15.** Any use of personal data for the exploitation of ANCILLARY REVENUE, even in a non-onerous manner, must be subject to prior and express non-objection by the GRANTING AUTHORITY, in addition to being subject to the LGPD legislation.

FINANCING

CLAUSE 21 FINANCING

- 21.1.** The CONCESSIONAIRE is solely and exclusively responsible for obtaining the necessary resources for the full and timely execution of the obligations assumed by it in the CONTRACT, including any financing.

- 21.2.** The CONCESSIONAIRE shall present a certified copy of the FINANCING AGREEMENTS and guarantee agreements that it may enter into and documents representing the securities that it may issue, as well as any changes to these instruments.
- 21.3.** The CONCESSIONAIRE shall also, upon request of the GRANTING AUTHORITY, present proof of payment of the installments of the financing settlement.
- 21.4.** When contracting financing, issuing debt securities or carrying out debt operations of any other nature (including, but not limited to, the issuance of debentures or bonds, structuring of Investment Funds in Credit Rights, etc.), the CONCESSIONAIRE shall expressly provide for and guarantee the effectiveness, by contractual means, of the obligation of the investor or the structurer of the transaction to provide the GRANTING AUTHORITY with information on the possible non-compliance with the contractual obligations assumed by the CONCESSIONAIRE, including the financial conventions established in the contracts necessary to carry out the operation.
- 21.5.** The GRANTING AUTHORITY may inform the CONCESSIONAIRE's investors and the structurers of the operations referred to in the subclause above, concomitantly with the communication to the CONCESSIONAIRE itself, of any possible non-compliance with the CONTRACT by the CONCESSIONAIRE.
- 21.6.** The CONCESSIONAIRE may not invoke any provision, clause or condition of the financing, or any delay in the disbursement of its own resources, to exempt itself, in whole or in part, from the obligations assumed in the CONTRACT.
- 21.7.** The CONCESSIONAIRE may provide as a guarantee of financing the rights arising from the CONCESSION, such as the REVENUES from the CONCESSION operation, provided that it does not compromise the operationalization and continuity of the execution of the INFRASTRUCTURE DEPLOYMENT and the SERVICES object of the CONCESSION.
- 21.8.** The CONCESSIONAIRE may pledge, assign or in any other way transfer directly to the FINANCER, according to the legal limits and requirements, the rights to receive (i) the REVENUES, (ii) the ANCILLARY REVENUE and (iii) the indemnities due to the CONCESSIONAIRE by virtue of the CONTRACT, which may be transferred, among other ways, through the endorsement or subrogation of insurance or guarantee.
- 21.9.** If the CONCESSIONAIRE decides to refinance the LONG-TERM FINANCING contracted for the execution of the CONTRACT, obtaining economic and financial gains due to the reduction of its credit risk at the time of the REFINANCING OF LONG-TERM FINANCING, the GRANTING AUTHORITY will

be entitled to 20% (twenty percent) of the economic gains obtained by the CONCESSIONAIRE, which will be incorporated into the CONTRACT, through an economic and financial rebalance proceeding, in an ORDINARY REVIEW.

CONCESSIONAIRE'S REVENUES AND PAYMENTS

CLAUSE 22 CONCESSIONAIRE'S REVENUES

22.1. The CONCESSIONAIRE will be compensated through:

22.1.1. monthly payment of an installment referred to as EFFECTIVE MONTHLY AVAILABILITY PAYMENT by the GRANTING AUTHORITY;

22.1.2. monthly payment of an installment referred to as AVAILABILITY PAYMENT FOR IMAGING, ANATOMOPATHOLOGICAL AND LABORATORY EXAMINATION SERVICES by the GRANTING AUTHORITY;

22.1.3. payment of CAPEX BUYDOWN PAYMENT, pursuant to article 6, paragraph 2, of Federal Law No. 11,079/2004, observing the CAPEX BUYDOWN PAYMENT EVENTS, pursuant to ANNEX 10 – PAYMENT MECHANISM; and

22.1.4. other sources of ANCILLARY REVENUE, arising from the exploration of activities and projects related to the CONCESSION, as authorized by the CONTRACT.

22.2. THE AVAILABILITY PAYMENT FOR IMAGING, ANATOMOPATHOLOGICAL AND LABORATORY EXAMINATION SERVICES addressed in subclause 22.1.2 above, will not include the Laboratory Surveillance Services provided by LACEN, whose remuneration system is not related to the CONCESSION.

22.3. Under no circumstances will any charges be made to USERS for the enjoyment of the SERVICES.

22.4. The CAPEX BUYDOWN PAYMENT must be paid through VALE S.A. RESOURCES and TREASURY RESOURCES, according to ANNEX 10 – PAYMENT MECHANISM.

22.5. The payment of the above installments must comply with the provisions of ANNEX 10 – PAYMENT MECHANISM.

22.6. In the event of default in the payment of the CAPEX BUYDOWN PAYMENT and/or the MONTHLY AVAILABILITY PAYMENT, the guarantee mechanisms described in this CONTRACT will be observed, especially regarding the PAYMENT GUARANTEE FROM THE GRANTING AUTHORITY and CAPEX BUYDOWN PAYMENT GUARANTEE.

CLAUSE 23 ANCILLARY REVENUES

23.1. The following list of examples is a source of ANCILLARY REVENUES:

23.1.1. Convenience stores;

23.1.2. Restaurants and snack bars, not including the provision of food for patients, companions, employees and collaborators of the GRANTING AUTHORITY and the CONCESSIONAIRE, in the facilities specifically designed for this purpose;

23.1.3. *Vending machines;*

23.1.4. Floriculture;

23.1.5. Assignment of space for banking services;

23.1.6. Parking lot;

23.1.7. Lease of the auditorium, observing the priority of use by the GRANTING AUTHORITY;

23.1.8. Assignment of space for the use of the funeral service provider, in compliance with municipal legislation.

23.2. The CONCESSIONAIRE may explore ANCILLARY REVENUES in 90% (ninety percent) of the parking spaces. The remaining vacancies will be used by the FINALISTIC SERVICES team, as determined by the GRANTING AUTHORITY.

- 23.3.** For the use of the auditorium by third parties, the CONCESSIONAIRE must schedule at least 30 (thirty) days in advance, and the GRANTING AUTHORITY will have priority at the time of scheduling and will be entitled to the use of the auditorium on at least 50% of the days of each semester.
- 23.4.** The CONCESSIONAIRE may conduct training for its team and the FINALISTIC SERVICES team in the auditorium on a non-onerous basis, observing the rules on scheduling provided for in subclause 23.3 above.
- 23.5.** The CONCESSIONAIRE may, during the execution of the CONTRACT, request the GRANTING AUTHORITY to commercially exploit other projects associated with the CONCESSION or ANCILLARY REVENUE that are not pre-authorized under the terms of subclause 23.1.
- 23.6.** The contracts will be entered into under private law and, under no circumstances, the commercial exploitation of activities or projects associated with the CONCESSION may:
- 23.6.1.** compromise or prevent the provision of the SERVICES and/or FINALISTIC SERVICES, including compliance with the KEY PERFORMANCE STANDARDS; and
 - 23.6.2.** imply the charging of tariffs, prices or fees to the USERS related to the provision of the SERVICES.
- 23.7.** All contracts referring to the exploration of activities and projects associated with the CONCESSION shall be valid up to, at most, the CONTRACTUAL TERM.
- 23.8.** The ANCILLARY REVENUE will be shared monthly between the PARTIES as follows:
- 23.8.1.** 90% (ninety percent) of the gross revenue calculated for the CONCESSIONAIRE;
 - 23.8.2.** 10% (ten percent) of the gross revenue calculated for the GRANTING AUTHORITY.
- 23.9.** The CONCESSIONAIRE shall keep specific accounts of the contracts for the exploration of projects or activities associated with the CONCESSION.
- 23.10.** The payment of the percentage due to the GRANTING AUTHORITY in relation to the sharing of ANCILLARY REVENUE shall comply with the provisions of ANNEX 10 – PAYMENT MECHANISM.

RISK ALLOCATION

CLAUSE 24 RISKS OF THE CONCESSION

- 24.1.** In any and all situations arising from this CONTRACT, in which it is necessary to assess the allocation of risks, it is necessary to consider the contractual rules in a comprehensive and contextualized manner, so that the contractually allocated risks are understood as genera and their derivations, and details or species must be considered as an integral part of the analyzed risk.
- 24.2.** The PARTIES agree that in the comprehensive assessment of the risks contractually allocated to each of them, in accordance with the subclause above, similar situations will be considered as part of the same risk, understood as those in which there is equivalence of nature or characteristics, as well as in which there is similarity in relation to the conditions of coping and mitigation of said risk under analysis, in relation to risks expressly provided for in the text of this CONTRACT.
- 24.3.** The CONCESSIONAIRE declares:
- 24.4.** be fully aware of the nature and extent of the risks assumed by it in the CONTRACT; and
- 24.5.** have taken such risks into account in the formulation of its ECONOMIC PROPOSAL.
- 24.6.** The CONCESSIONAIRE will not be entitled to the recomposition of the economic and financial balance if any of the risks assumed by it in the CONTRACT materialize.
- 24.7.** Without prejudice to the other risks provided for in this CONTRACT that are allocated to the CONCESSIONAIRE, the CONCESSIONAIRE assumes the risks inherent to the execution of the CONTRACT specified below:
- 24.7.1.** Delay in fulfilling the effectiveness conditions set forth in subclauses 6.2.1 to 6.2.4 for up to 180 (one hundred and eighty) days from the signing of the CONTRACT, or until such conditions are fulfilled, if the CONCESSIONAIRE does not opt for notification to the Granting Authority for the amicable termination of the CONTRACT, as provided for in subclause 6.3;
- 24.7.2.** Delay or absence, due to fault attributable to the CONCESSIONAIRE, related to the obtaining and maintenance of all licenses, permissions, authorizations, permits and

approvals necessary with the respective bodies and entities of the PUBLIC ADMINISTRATION at the federal, state and municipal levels, necessary for the INFRASTRUCTURE DEPLOYMENT and provision of the SERVICES.

- 24.7.2.1.** In relation to the deadlines for obtaining licenses, authorizations, permits and related acts referred to in subclause 24.7.2, the CONCESSIONAIRE shall not be held responsible or penalized in cases where: (i) if there are regulatory or legal analysis deadlines, such deadlines are not met by the competent bodies; or (ii) the unenforceability of different conduct is demonstrated, to be evaluated by the GRANTING AUTHORITY in a regular administrative proceeding.
- 24.7.3.** Compliance with regulations by oversight bodies or entities when merely procedural, including impacts resulting from changes in regulatory norms;
- 24.7.4.** Judicial decisions that impact or suspend the INFRASTRUCTURE DEPLOYMENT or the provision of SERVICES, resulting from actions or omissions of the CONCESSIONAIRE duly proven by the GRANTING AUTHORITY, that are in disagreement with what is provided for in this CONTRACT;
- 24.7.5.** Changes in legislation regarding income taxes, as provided for in subclause 24.8;
- 24.7.6.** Adequate analysis and approval, by the competent bodies, of the ARCHITECTURE/ENGINEERING PROJECTS developed by the CONCESSIONAIRE, within the scope of this CONTRACT, and necessary for the execution of the WORKS;
- 24.7.7.** Execution of the WORKS, and modernization, recomposition and other investments provided for in the CONTRACT and ANNEXES;
- 24.7.8.** Costs related to the treatment of LATENT DEFECTS resulting from the execution of the WORKS and other interventions identified at any time of the CONTRACT, such as, for example, infiltrations;
- 24.7.9.** LATENT DEFECTS are considered passive defects that could not have been detected through inspections and technical visits conducted at the time of approval of the CAPEX BUYDOWN PAYMENT EVENTS and issuance of the INFRASTRUCTURE DEPLOYMENT INSPECTION REPORT, under the terms of ANNEX 3 – PHASES OF THE CONCESSION.

- 24.7.10.** Geological and geotechnical circumstances in the CONCESSION AREA that impact the execution of the WORKS;
- 24.7.11.** Any failures, defects, or flaws including, but not limited to, in the ARCHITECTURE/ENGINEERING PROJECTS, even if previously evaluated by the INDEPENDENT VERIFIER and/or have had the non-objection of the GRANTING AUTHORITY and/or other competent bodies;
- 24.7.12.** Treatment of any INTERFERENCES identified in the CONCESSION AREA and all related consequences during the implementation of engineering solutions, including any burdens, additional costs, and extended deadlines, arising from the need for removal or relocation interventions of these INTERFERENCES, as well as other costs associated with necessary measures, such as those related to the adaptation of the ARCHITECTURE/ENGINEERING PROJECTS and associated investments, provided they can be identified through inquiries to public access registries or databases;
- 24.7.13.** Variation of costs related to the INFRASTRUCTURE DEPLOYMENT and the SERVICES provided, object of the CONCESSION;
- 24.7.14.** Failure to obtain the economic return provided for in the original ECONOMIC PROPOSAL due to factors other than those allocated as risks and obligations of the GRANTING AUTHORITY, in the CONTRACT, or in the cases in which the rupture of the economic and financial balance of the CONTRACT is considered;
- 24.7.15.** Finding errors or omissions in its ECONOMIC PROPOSAL;
- 24.7.16.** Increases in the cost of capital, including, but not limited to, those resulting from increases in interest rates, failure to obtain financing or arising from additional charges imposed by lenders;
- 24.7.17.** Risks associated with any investments, costs and/or expenses arising from the exploration of ANCILLARY REVENUE, according to the possibilities and guidelines established in the CONCESSION;
- 24.7.18.** Frustration or variation of ANCILLARY REVENUE in relation to those eventually estimated by the CONCESSIONAIRE and/or GRANTING AUTHORITY, including when as a result of the

creation and/or extinction of taxes or changes in tax legislation or regulations levied on this type of revenue;

- 24.7.19.** Inflation higher or lower than the indexes used to readjust the MAXIMUM MONTHLY AVAILABILITY PAYMENT or the CAPEX BUYDOWN PAYMENT;
- 24.7.20.** Exchange rate variation;
- 24.7.21.** Insolvency or bankruptcy of the CONCESSIONAIRE;
- 24.7.22.** Any increase in the costs of materials, EQUIPMENT and/or FURNITURE, or estimates of costs and expenses for the fulfillment of the object of this CONTRACT, between the date of presentation of the ECONOMIC PROPOSAL and its effective acquisition;
- 24.7.23.** Any error by the CONCESSIONAIRE in the projections of quantities necessary for the INFRASTRUCTURE DEPLOYMENT or provision of SERVICES;
- 24.7.24.** Business, financial, economic, tax and accounting planning of the CONCESSION and the CONCESSIONAIRE;
- 24.7.25.** Mistake in the forecast of the volume of investments necessary for the implementation of the object of the CONCESSION;
- 24.7.26.** Any perishing, destruction, loss or any other types of damage caused to the RELATED ASSETS, not covered by the insurance policies contracted by the CONCESSIONAIRE or by the guarantees provided by the manufacturers of these same RELATED ASSETS, except when the damage results from culpable or willful misconduct of the GRANTING AUTHORITY duly proven;
- 24.7.27.** Theft or theft of RELATED ASSETS, not covered by the insurance policies contracted by the CONCESSIONAIRE;
- 24.7.28.** Occurrence of acts of vandalism that cause negative impacts to the RELATED ASSETS or CONCESSION AREA;

- 24.7.29.** Defects or malfunctions of the EQUIPMENT and/or FURNITURE, unless they are due to proven misuse by the GRANTING AUTHORITY and its representatives – including, but not limited to, usage contrary to the manufacturer's guidelines, technical standards, or product manuals – by professionals or third parties linked to the GRANTING AUTHORITY and/or the team of FINALISTIC SERVICES;
- 24.7.30.** Reversion of REVERSIBLE ASSETS below the established parameters and/or with failures, damages or in disagreement or non-compliance with the parameters set forth in the CONTRACT and its amendments, at the time of its reversion;
- 24.7.31.** Expenses and investments necessary to ensure the technical and technological currency of the CONCESSION, including compliance with the KEY PERFORMANCE INDICATORS, in compliance with Clause 10;
- 24.7.31.1.** The duty of technical and technological currency referred to in the Clause above is characterized by the obligation to preserve the modernity and state of technological updating of the equipment, facilities and techniques for the provision of the SERVICES, provided that investments in technological up-to-date are necessary in view of the occurrence of: (i) obsolescence of the REVERSIBLE ASSETS or (ii) the need to comply with the KEY PERFORMANCE INDICATORS and other requirements of the CONTRACT and its ANNEXES and APPENDIXES.
- 24.7.32.** Technological obsolescence and/or deficiencies of EQUIPMENT and FURNITURE used in the INFRASTRUCTURE DEPLOYMENT or provision of SERVICES, subject to Clause 10;
- 24.7.33.** Incorporation of technological innovations at the initiative of the CONCESSIONAIRE:
- 24.7.33.1.** Technological innovations, for the purposes of this CONTRACT, constitute the technological standard that, at the time of their eventual adoption by the CONCESSIONAIRE, represent the technological "state of the art" of a certain sector or industry to which the project belongs and, at the same time, do not have widespread use in the sector object of this CONTRACT, and whose use, despite having the potential to provide efficiency and productivity gains within the scope of the CONCESSION, is dispensable for the fulfillment of the KEY PERFORMANCE INDICATORS and other elements initially provided for in the CONTRACT and its ANNEXES, subject to Clause 10.

- 24.7.34.** Delay in complying with the schedules and deadlines established in this CONTRACT, especially in relation to the deadlines of the initial and final milestones expressed in the current schedule(s), according to each CONCESSION PHASE, as provided for in ANNEX 3 – CONCESSION PHASES.
- 24.7.35.** Failure to manage the waste produced at the HOPE HEALTH COMPLEX.
- 24.7.36.** Delays in the supply of inputs and materials caused by acts of third parties (suppliers or subcontractors), whose obligations are linked to the obligations assumed as a result of the INFRASTRUCTURE DEPLOYMENT and/or provision of the CONCESSION SERVICES;
- 24.7.37.** Problems, delays or inconsistencies in the supply of water, electricity, internet, gas, medical gases and other inputs necessary for the operation of the HOPE HEALTH COMPLEX;
- 24.7.38.** Increase in USERS' dissatisfaction due exclusively to the perception of quality of the SERVICES provided in the HOPE HEALTH COMPLEX, disregarding the perception of quality of the FINALISTIC SERVICES;
- 24.7.39.** Occurrence of damage to USERS or third parties caused by the delayed provision or failure of the SERVICES;
- 24.7.40.** Labor and social security debts, including a decision made in a labor dispute or resulting from the execution of a collective bargaining CONTRACT or convention in relation to the employees or subcontractors of the CONCESSIONAIRE;
- 24.7.41.** Carrying out strikes, stoppages or protests, by direct employees or from subcontractors of the CONCESSIONAIRE, which prevent, delay or impair the INFRASTRUCTURE DEPLOYMENT, the provision of SERVICES or cause damage to the RELATED ASSETS, the USERS or the GRANTING AUTHORITY;
- 24.7.42.** Safety and health of professionals who are subordinate to the CONCESSIONAIRE, its subcontractors or outsourced workers;
- 24.7.43.** Environmental liabilities and irregularities that have been mapped and indicated in APPENDIX 4.2 or that have not been identified in the ENVIRONMENTAL LIABILITIES REPORT,

pursuant to ANNEX 4 – MINIMUM SOCIAL AND ENVIRONMENTAL GUIDELINES, except for hidden defects;

24.7.44. Risks related to the contracting of mandatory insurance and guarantees, respecting the deadlines, limits and rules established in this CONTRACT and in the insurance plans, including the risk of possible difficulty or unfeasibility of the execution of insurance and guarantees by the GRANTING AUTHORITY in the cases that would give rise to the right to their execution;

24.7.45. Unforeseeable factors, foreseeable factors with incalculable consequences, fortuitous events, or force majeure that, under normal market conditions, may be covered by insurance offered in Brazil, provided that at the time the risk materializes, it has been insurable for at least 2 (two) years and by at least two insurance companies, up to the limit of the average insured amounts typically practiced in the market, regardless of whether the CONCESSIONAIRE has contracted them.

24.8. Without prejudice to other risks provided for in this CONTRACT, the following are risks assumed by the GRANTING AUTHORITY:

24.8.1. Creation, extinction, exemption, or alteration of taxes or charges that directly impact the REVENUES or expenses of the CONCESSIONAIRE, either positively or negatively, related to the object of this CONTRACT, excluding changes in taxes on income and taxes related to the exploitation of ANCILLARY REVENUE, which shall be the sole responsibility of the CONCESSIONAIRE;

24.8.1.1. For the purposes of the risk described in this subclause, the effective implementation of Constitutional Amendment No. 132, of December 20, 2023, shall be considered as the creation, extinction, or alteration of taxes, with the CONCESSIONAIRE required to consider, as a contractual premise, including for the purposes of any potential rebalancing, the tax incidence without the modifications introduced by the amendment.

24.8.2. Environmental liabilities or irregularities not identified in APPENDIX 4.2 and mapped by the ENVIRONMENTAL LIABILITIES REPORT, in accordance with the procedure contained in ANNEX 4 – MINIMUM SOCIAL AND ENVIRONMENTAL GUIDELINES;

- 24.8.3.** Unilateral modification of the conditions of the CONTRACT imposed by the GRANTING AUTHORITY, provided that as a direct result of this modification, there is an effective alteration in the economic-financial equation of the CONTRACT;
- 24.8.4.** Legal, regulatory or contractual obligations, which demonstrably change the economic and financial composition of the CONTRACT or affect charges and costs for the execution of the object;
- 24.8.5.** Conflicts with the state Legislative Power due to the non-approval of norms relevant to the CONCESSION, provided that such conflicts demonstrably impact contractual conditions and consequently cause an effective imbalance in the economic-financial equation of the CONTRACT;
- 24.8.6.** Failures and/or conflicts in the interaction between the various entities of the GRANTING AUTHORITY that may compromise the management and performance of the CONCESSION and the fulfillment of contractual obligations of the CONCESSIONAIRE, provided that such failures are not due to mismanagement or fault of the CONCESSIONAIRE, and result, demonstrably, in impacts on the compliance of obligations applicable to the representative of the GRANTING AUTHORITY, causing an effective impact on contractual conditions and an imbalance in the economic-financial equation of the CONTRACT;
- 24.8.7.** Acts of the PUBLIC ADMINISTRATION, of any federative sphere, that result in the change of the premises used for the structuring of the project, and give rise to an effective impact on the contractual conditions and that cause an imbalance in the economic-financial equation of the CONTRACT, provided that they are duly substantiated;
- 24.8.8.** Administrative or judicial civil decision, resulting from a fact not attributable to the CONCESSIONAIRE, which prevents or makes it impossible to carry out the INFRASTRUCTURE DEPLOYMENT or to provide the SERVICES, which interrupts or suspends the payment, readjustment and/or review of the MONTHLY AVAILABILITY PAYMENT and the CAPEX BUYDOWN PAYMENT;
- 24.8.9.** Changes in technical standards or decisions by management or audit bodies of the SUS that may modify the provision of SERVICES or, even in cases of FINALISTIC SERVICES, changes that impact the obligations and KEY PERFORMANCE INDICATORS provided, and that demonstrably generate an economic-financial imbalance of the CONTRACT, unless such changes were caused by the CONCESSIONAIRE

- 24.8.10.** Non-compliance, by the GRANTING AUTHORITY, with its contractual or regulatory obligations, including, but not limited to, non-compliance with deadlines applicable to the GRANTING AUTHORITY provided for in this CONTRACT and/or in current legislation;
- 24.8.11.** Delays, restrictions, or failures in the obligations of the CONCESSIONAIRE caused by the delay or omission of the GRANTING AUTHORITY, provided that the CONCESSIONAIRE has complied with the deadlines and legal and contractual requirements for which it is responsible;
- 24.8.12.** Damage proven to be caused by the person responsible for the provision of the FINALISTIC SERVICES and/or their agents that result in impediment, compromise or any impact, total or partial, on the provision of the SERVICES and FINALISTIC SERVICES and/or on the EQUIPMENT and/or FURNITURE or other structure of the HOPE HEALTH COMPLEX;
- 24.8.13.** Treatment of any INTERFERENCE in the CONCESSION AREA and all consequences related thereto, including burdens, costs and deadlines, arising from the need for removal or displacement and other costs associated with any measures that may be necessary, such as those related to ARCHITECTURE/ENGINEERING PROJECTS and associated investments, provided that they cannot be identified in consultations with registries or publicly accessible databases;
- 24.8.14.** Labor and social security debts, including a decision taken in a labor dispute or resulting from the execution of a collective bargaining CONTRACT or convention of the employees, employees or subcontractors of the GRANTING AUTHORITY;
- 24.8.15.** Judicial and/or administrative decision that prevents, in whole or in part, the execution of the CONTRACT, except in the cases in which the CONCESSIONAIRE has given cause;
- 24.8.16.** Carrying out strikes, stoppages or protests, by professionals, servants, employees or subcontractors of the GRANTING AUTHORITY, or other professionals who are not directly or indirectly linked to the CONCESSIONAIRE, which prevent the provision of the FINALISTIC SERVICES or cause damage to the assets of the CONCESSION, the CONCESSIONAIRE or the USERS, generating economic and financial imbalance of the CONTRACT;
- 24.8.17.** Changes in the ARCHITECTURE/ENGINEERING PROJECTS, by determination of the GRANTING AUTHORITY and/or other bodies responsible for the analysis, which do not result from adjustments within the scope of the approval process of the ARCHITECTURE/ENGINEERING

PROJECTS and which are proven to generate economic and financial imbalance of the CONTRACT;

- 24.8.18.** Unforeseeable factors, foreseeable factors of incalculable consequences, fortuitous event or force majeure that, under normal market conditions, cannot be covered by insurance offered in Brazil and, at the time of materialization of the risk, it has not been insurable for at least 2 (two) years in the Brazilian market, by at least two insurance companies, or in relation to the portion that exceeds the average of the amounts indemnifiable by policies normally practiced in the market, regardless of whether the CONCESSIONAIRE has contracted them;
- 24.8.19.** Archaeological or paleontological discoveries in the CONCESSION AREA, including costs and impacts on the execution schedule of investments;
- 24.8.20.** Determination to the CONCESSIONAIRE for the unilateral incorporation of technological innovation;
- 24.8.20.1.** The above subclause should not be confused with the concept of technological update, as per Clause 10.
- 24.8.21.** Any subsequent charge of the Urban Property and Land Tax (IPTU), or another tax that may replace it due to changes in legislation, that applies to the CONCESSION AREA after the signing of the TERM OF TRANSFER;
- 24.8.22.** From the effective date of any legislative changes of a tax nature, including those related to the regulation and application of Constitutional Amendment No. 132, of December 20, 2023, which demonstrably impact the economic-financial balance of the CONTRACT, the PARTIES must, within 12 (twelve) months, enter into an amendment regulating the amount and manner of rebalancing;
- 24.8.23.** Any impacts resulting from legislative changes of a tax nature that have not been neutralized, as per subclause 24.8.1, must be compensated in the subsequent ORDINARY REVIEW, when the necessary adjustments must be made, in accordance with the terms of this CONTRACT.

24.9. Residual Risks

- 24.9.1.** Residual risks are those arising from events that were not expressly attributed to one of the PARTIES to the CONTRACT and that impact the economic and financial equation of the CONCESSION.
- 24.9.2.** In the event of the occurrence of a residual risk, the PARTIES shall, after identifying such risk, quantify its impact, positive or negative, on the costs and obligations arising from the CONTRACT, and, thereafter, shall establish the allocation of the risk, including the possible need for review, adoption of mitigating and remedial measures and the due sharing between the GRANTING AUTHORITY and the CONCESSIONAIRE, observing the procedure established in this subclause 24.9.
- 24.9.3.** The allocation of residual risks will be made according to the following criteria:
- 24.9.3.1.** the prevention of the occurrence of new harmful events resulting from the risk;
 - 24.9.3.2.** the mitigation of the negative impacts of the materialization of the risk;
 - 24.9.3.3.** assigning responsibility for risk management to the PARTY with the greatest capacity to adopt preventive measures and to implement measures to mitigate the adverse impact;
 - 24.9.3.4.** the need to ensure the technical, legal-institutional and economic-financial feasibility of the CONTRACT.
- 24.9.4.** The allocation of residual risk must be defined in a specific process, initiated by any of the PARTIES from the identification of the occurrence of the residual risk.
- 24.9.4.1.** After identifying the occurrence of the residual risk, it will be up to the demanding PARTY, or the PARTIES, in the case of a joint initiative, to present, within 30 (thirty) days, counted from the identification of the claim, the elements that prove the occurrence of the claim and its impact on the execution of the CONTRACT.

- 24.9.4.2.** From the delivery of the elements provided for in the previous subclause, the GRANTING AUTHORITY shall, within 10 (ten) business days, contact the INDEPENDENT VERIFIER, who will have a period of up to 15 (fifteen) business days to issue its opinion on the allocation of risk in the CONTRACT.
- 24.9.5.** The INDEPENDENT VERIFIER shall consider, in its opinion, the provisions of subclause 24.9.4.2 above and may suggest sharing the residual risk.
- 24.9.5.1.** The PARTIES shall analyze the opinion issued by the INDEPENDENT VERIFIER within 15 (fifteen) business days and, in case of CONTRACT, the decision to allocate the residual risk shall be implemented.
- 24.9.5.2.** In the event of a disagreement between the PARTIES, the DISPUTE RESOLUTION GROUP shall be activated, observing the procedures set forth in ANNEX 12 – GOVERNANCE, after which the allocation of the residual risk in dispute will be determined.
- 24.9.6.** The PARTY to which the risk has been allocated shall take all necessary steps to manage and mitigate the risk.
- 24.9.6.1.** If the residual risk is allocated to the GRANTING AUTHORITY, the GRANTING AUTHORITY may request that the CONCESSIONAIRE take the necessary measures to manage and mitigate the risk, through economic and financial rebalancing of the CONTRACT.
- 24.9.7.** Any need for additional studies or surveys for better recognition and/or proof of residual risk may be carried out by the PARTIES, individually and unilaterally or by mutual CONTRACT.
- 24.9.7.1.** The PARTIES, by mutual CONTRACT, may validate the terms of contracting the studies and surveys and the scope, attributing to the CONCESSIONAIRE the responsibility for contracting and payment of any costs, which may, once proven, be claimed in the context of economic and financial rebalancing.
- 24.9.8.** While the allocation process is not concluded, the PARTIES, with the assistance of the INDEPENDENT VERIFIER, may establish emergency measures to mitigate and remedy the

impact of the residual risk, assigning responsibilities for the related actions, including the corresponding costs.

24.9.8.1. In the case of the subclause above, the CONCESSIONAIRE shall submit to the GRANTING AUTHORITY the proof of any expenses or reinvestments resulting from the materialization of the residual risk incurred in the event of an emergency.

24.9.8.2. When there is a decision on the allocation of residual risk to the GRANTING AUTHORITY, any expenses or reinvestments made on an emergency basis by the CONCESSIONAIRE will make up the balance of the economic and financial imbalance in favor of the CONCESSIONAIRE.

24.9.9. The allocation of the residual risk, in compliance with the legislation in force, may give rise to a review of the CONTRACT and its ANNEXES and APPENDIXES, in order to adapt the CONCESSION to the impacts of said risk, as well as to establish mechanisms that can mitigate the occurrence of the claim, including:

24.9.9.1. The conditions of INFRASTRUCTURE DEPLOYMENT and the provision of SERVICES;

24.9.9.2. The inclusion, suppression or adaptation of the obligations of the PARTIES;

24.9.9.3. The review of the KEY PERFORMANCE INDICATORS;

24.9.9.4. The adjustment and review of deadlines and schedules, including the CONTRACTUAL TERM; and

24.9.9.5. Inclusion or suppression of conducts subject to the application of fines.

CLAUSE 25 DEMAND AND SUPPLIES OF THE HOPE HEALTH COMPLEX

25.1. The variation in the demand of PATIENTS of the HOSPITAL COMPLEX, up or down, will be borne by the GRANTING AUTHORITY, observing, for the calculation of the demand higher or lower than projected, the provisions of ANNEX 10 – PAYMENT MECHANISM.

- 25.1.1.** The need for additional equipment, beyond what is contractually provided, to meet excess demand, will be borne by the GRANTING AUTHORITY, provided that the PARTIES previously agree, expressly and in writing, to the acquisition.
- 25.2.** The variation in the demand for imaging, anatomopathological and laboratory exams to serve the USERS of the HOSPITAL COMPLEX will be supported by the GRANTING AUTHORITY according to ANNEX 10 – PAYMENT MECHANISM.
- 25.3.** The variation of LACEN inputs will be borne by the GRANTING AUTHORITY, as provided for in ANNEX 10 – PAYMENT MECHANISM.
- 25.4.** Unilateral changes determined by the GRANTING AUTHORITY in the procedures carried out by LACEN that impact the volume or type of inputs used to carry out tests and analyses, and that are proven to generate economic and financial imbalance, will be borne by the GRANTING AUTHORITY.

CHANGES TO THE CONTRACT AND THE ECONOMIC-FINANCIAL BALANCE

CLAUSE 26 AMENDMENTS TO THE CONTRACT AND OTHER ADDENDA

- 26.1.** The CONTRACT may be amended in the following cases:
- 26.1.1.** Unilaterally, by the GRANTING AUTHORITY, to modify any clauses of the CONTRACT, as a result of any need to (i) adapt this CONTRACT to the purposes of the public interest and/or (ii) adapt the CONTRACT to the new reality, altered by facts supervening the CONTRACT.
- 26.1.2.** From the decisions of the GRANTING AUTHORITY imposing any unilateral change, any manifestation of divergence by the CONCESSIONAIRE shall be applicable.
- 26.1.3.** By mutual consent between the PARTIES, to meet any of the objectives contained in the previous subclause, to reestablish the economic and financial balance of the CONTRACT, or to implement any change provided for or permitted by the PUBLIC NOTICE, the CONTRACT or the applicable legislation.

- 26.2.** The unilateral amendment of this CONTRACT by the GRANTING AUTHORITY will be considered as an EVENT OF IMBALANCE, in order to impose on the CONCESSIONAIRE losses or additional costs resulting from indemnities, waste, or other duly demonstrated factors.
- 26.3.** All changes, unilateral or not, must be made in writing, by amendment to this CONTRACT.
- 26.4.** The application of the adjustments provided for in ANNEX 10 – PAYMENT MECHANISM will be promoted automatically, by simple apostille, without the need for a contractual amendment.

CLAUSE 27 FORTUITOUS EVENT AND FORCE MAJEURE

- 27.1.** A fortuitous event or force majeure, with the consequences established in this CONTRACT, is considered to be an event so defined in accordance with civil law and that has a direct impact on the development of the CONCESSION's activities.
- 27.2.** Force majeure events or fortuitous events are considered, for example:
- 27.2.1.** national or international wars that directly affect the execution of the contract;
 - 27.2.2.** acts of terrorism;
 - 27.2.3.** nuclear, chemical or biological contamination, including epidemics or pandemics, as so declared by municipal, state, national health authorities and/or by the World Health Organization (WHO), and that produce relevant effects on the CONTRACT or on the activities of the CONCESSIONAIRE, provided that the economic and financial imbalance generated is demonstrated, except, in all cases, if resulting from acts of the CONCESSIONAIRE;
 - 27.2.4.** commercial embargo of a foreign nation that has a material effect on the activities of the CONCESSIONAIRE;
 - 27.2.5.** natural events, such as cyclones, earthquakes, hurricanes, floods or rainfall resulting from extreme weather events, understood as rainfall volumes greater than 15% of the average calculated in the same period of duration of the event, in the 10 (ten) years prior to its

occurrence, when its impacts cannot be avoided by preventive measures reasonably required by the CONCESSIONAIRE.

27.2.5.1. The content of subclause 27.2.5 does not exempt the CONCESSIONAIRE from the obligation to carry out measures and actions to prevent and reduce the impact of flooding in the CONCESSION AREA, as defined in ANNEX 5 – MINIMUM GUIDELINES FOR PROJECTS AND WORKS.

- 27.3.** In the event of the occurrence of a force majeure event or fortuitous event, unless the GRANTING AUTHORITY gives other written instructions, the CONCESSIONAIRE will continue to comply with its obligations arising from the CONTRACT that have not been prevented by the force majeure event or fortuitous event, and the GRANTING AUTHORITY is responsible, in the same way, for fulfilling its obligations not prevented by the force majeure event or fortuitous event.
- 27.4.** An event characterized as a fortuitous event or force majeure will not be considered, for the purposes of restoring the economic and financial balance of the CONTRACT if, at the time of its occurrence, it corresponds to a risk insurable in Brazil for at least 2 (two) years, up to the limit of the average of the amounts indemnifiable by policies normally practiced in the market, by at least two companies in the field, regardless of whether the CONCESSIONAIRE has contracted them, observing the risk matrix established by this CONTRACT.
- 27.5.** In the scenario of a fortuitous event or force majeure, the consequences of which are not insurable in Brazil, or whose irreparable effects extend for more than 180 (one hundred and eighty) days, or for a period defined by mutual CONTRACT between the PARTIES, when it is verified that the effects may irreversibly compromise the exploitation of the CONCESSION, Any of the PARTIES may request the termination or EXTRAORDINARY REVIEW of the CONTRACT.
- 27.6.** Opting for the EXTRAORDINARY REVIEW, this will be done through the equitable division of the losses caused by the event.
- 27.7.** The INDEPENDENT VERIFIER will be responsible for ascertaining which obligations of the CONCESSIONAIRE and the GRANTING AUTHORITY have been eventually affected due to the event of force majeure or fortuitous event, and must submit its opinion on the obligations that will be adjusted from the area and the duty to provide the obligation of each PARTY to the SERVICES MANAGEMENT COMMISSION, provided for in Annex 12 - GOVERNANCE, within 10 (ten) business days of the occurrence of the event.

- 27.8.** In the event of proven occurrence of a fortuitous event or force majeure, without the termination of the CONCESSION, the financial consequences of the KEY PERFORMANCE INDICATORS that have been impacted by the occurrence will be suspended, until the normalization of the situation and cessation of its effects.
- 27.9.** The PARTIES undertake to employ all necessary measures and actions in order to minimize the effects arising from force majeure events or unforeseeable circumstances.

CLAUSE 28 MAINTENANCE OF ECONOMIC AND FINANCIAL BALANCE

- 28.1.** Whenever the conditions of the CONTRACT are met, and the allocation of risks is respected, its economic and financial balance is considered to be maintained.
- 28.1.1.** The economic and financial imbalance of the CONTRACT is considered characterized when any of the PARTIES suffers the effects, positive or negative, resulting from an event whose risk has not been allocated to it, which has been proven to promote an imbalance in the economic and financial equation of the CONTRACT.
- 28.1.2.** Investments and interventions made by the CONCESSIONAIRE in the CONCESSION, on its own initiative, even if they have been approved by the GRANTING AUTHORITY, will not give rise to the economic and financial rebalancing of the CONTRACT.
- 28.2.** In the event of the materialization of an EVENT OF IMBALANCE, it will only be possible to recompose the economic and financial balance of the CONTRACT in relation to the portion of the claimed imbalance whose exact measure is proven by the claimant, even if using estimates to demonstrate the effective impact of the EVENT OF IMBALANCE, when there is no data that allows its precise measurement.
- 28.3.** The recomposition of the economic and financial balance of the CONTRACT presupposes the verification of the global economic conditions of the CONTRACT, and will be restricted to the neutralization of the financial effects of the events causing contractual imbalance, as regulated in this CONTRACT, considering, in order to achieve the intended neutralization, the economic-financial, tax and accounting effects resulting from the rebalancing measure elected.
- 28.4.** The definition of the PARTY responsible for bearing the effects, positive or negative, of the materialization of risks related to the object of this CONTRACT will follow the provisions of this Clause.

- 28.4.1.** In the interpretation and application of the provisions of this subclause, as well as in any and all situations, within the scope of this CONTRACT, in which it is necessary to assess the PARTY to which a certain risk inherent to the CONCESSION has been allocated, it is necessary to consider the contractual rules in a comprehensive and contextualized manner, so that the contractually allocated risks are understood as genres and their derivations, and details or species should be considered as an integral part of the risk analyzed.
- 28.4.2.** The PARTIES agree that in the comprehensive assessment of the risks contractually allocated to each of the PARTIES, similar situations will be considered as part of the same risk, understood as those in which there is equivalence of nature or characteristics, as well as in which there is similarity in relation to the conditions of coping with and mitigating said risk under analysis, in relation to risks expressly provided for in this CONTRACT.
- 28.5.** The provisions of this Clause may not, under any circumstances, be interpreted or applied for the purpose of altering the original risk allocation of the CONTRACT, understood as the risk allocation disciplined in the CONTRACT.

CLAUSE 29 ECONOMIC AND FINANCIAL REBALANCING PROCEEDING

- 29.1.** The procedure for the economic and financial rebalance of the CONTRACT may be initiated at the request of the CONCESSIONAIRE or the GRANTING AUTHORITY, and the requesting PARTY shall be responsible for the timely demonstration of the occurrence and the identification of the EVENT OF IMBALANCE.
- 29.1.1.** The pleading PARTY shall identify the EVENT OF IMBALANCE and communicate it to the other PARTY within a period not exceeding 180 (one hundred and eighty days) days from its materialization, in order to safeguard the contemporaneity of the contractual relations, as well as to enable the proper management of the consequences of the EVENT OF IMBALANCE.
- 29.1.2.** In cases where the imbalance results from a hidden defect, the period mentioned in subclause 29.1.1 will be counted from the date of its identification.
- 29.1.3.** Within the period provided for in subclause 29.1.1, the PARTY shall communicate to the other PARTY the occurrence of the identified EVENT OF IMBALANCE, even if indicating provisional values and estimates subject to review, without prejudice to the possibility of

complementing the instruction of the process after this period, in the event that the EVENT OF IMBALANCE lasts for a long period, or, for any other reason, it is not possible to submit the request for rebalance with all the documents required in subclause 29.3.

- 29.2.** Failure to comply with the deadline mentioned in Clause 29.1.1 will not result in waiver or lapse of the PARTIES' right, and the statute of limitations will comply with the applicable legislation, but will have a preclusive effect, and the CONCESSIONAIRE expressly waives the submission of a request for rebalancing in relation to the EVENT OF IMBALANCE that has not been timely communicated.
- 29.3.** When the request for a recomposition of the economic and financial balance of the CONTRACT is initiated by the CONCESSIONAIRE, it must be submitted, by means of a reasoned request, and be accompanied by all the documents necessary to demonstrate the appropriateness of the claim, including as to:
- 29.3.1.** Accurate identification of the EVENT OF IMBALANCE, with its correspondence in the contractual risk matrix, accompanied, when relevant, by evidence that the risk for the event is allocated to the GRANTING AUTHORITY;
 - 29.3.2.** Request, if applicable, for EXTRAORDINARY REVIEW, provided that the potential compromise of the CONCESSIONAIRE's solvency or the continuity of the execution of the CONTRACT and the provision of the SERVICES is demonstrated, due to the materialization of the EVENT OF IMBALANCE, as provided for in subclause 32.1.
- 29.4.** Quantities of the imbalances effectively identified in the CONCESSIONAIRE's CASH FLOW, with the date of occurrence of each one of them, for the calculation of the recomposition of the economic and financial balance of the CONTRACT, depending on the EVENT OF IMBALANCE;
- 29.4.1.** Proof of the direct and indirect expenses actually incurred by the CONCESSIONAIRE, resulting from the EVENT OF IMBALANCE that gave rise to the claim, accompanied by an explanatory summary containing the accounting and tax regimes applicable to the allegedly unbalanced revenues or costs; and
 - 29.4.2.** In case of evaluation of possible imbalances with future repercussions, detailed demonstration of the assumptions and parameters used for the estimates of the impacts of the EVENT OF IMBALANCE on the CASH FLOW of the CONCESSIONAIRE.

- 29.5.** In view of the claim presented by the CONCESSIONAIRE, the GRANTING AUTHORITY shall, within a maximum period of up to 60 (sixty) days, express its opinion on the appropriateness of the claim, as well as assess whether the procedure for restoring the economic and financial balance of the CONTRACT can be processed in an extraordinary manner.
- 29.5.1.** When the justification of urgency in the treatment of the EVENT OF IMBALANCE is not justified or accepted by the GRANTING AUTHORITY, it must be dealt with in the subsequent ORDINARY REVIEW.
- 29.5.2.** The deadline referred to in subclause 29.5 may be extended upon justification, and the deadline may be interrupted if it is necessary to request adequacy and complementation of the procedural instruction.
- 29.6.** In the evaluation of the claim, the PARTIES may, at any time, contract specific technical and/or economic reports.
- 29.6.1.** At the discretion of the respondent PARTY, an audit may be carried out, through a specialized entity with well-known technical capacity, to verify the situation that gave rise to the request for economic and financial rebalancing of the CONTRACT, with the due participation of the PARTIES and with the transparency that allows them, directly or through an equivalent entity, the technical adversarial procedure, with the costs being assumed by the PARTY that has hired the specialized entity, regardless of the result of the claim for economic and financial rebalancing of the CONTRACT.
- 29.6.2.** The costs indicated in Clause 29.6.1 above, when authored or contracted by the plaintiff PARTY, will be reimbursed or incorporated into the balance of the imbalance in the final decision, to the PARTY that has the claim for economic and financial rebalancing accepted, if the audit has been carried out by consensus between the PARTIES, including with regard to its scope and related costs.
- 29.6.3.** The choice of the modality of payment of costs, via indemnity or by the modalities provided in the CONTRACT as remedies of economic and financial imbalance, will be made by CONTRACT between the PARTIES, given the contractual and budgetary possibilities presented by them at the time of presentation of the claim.
- 29.7.** The GRANTING AUTHORITY, or whoever it appoints by it, shall have free access to information, goods and facilities of the CONCESSIONAIRE or third parties hired by it to assess what is alleged by the CONCESSIONAIRE in any claim for rebalancing presented.

- 29.8.** The request for recomposition of the economic and financial balance of the CONTRACT initiated ex officio by the GRANTING AUTHORITY shall be notified to the CONCESSIONAIRE, accompanied by a copy of the pertinent reports and studies, including, if applicable, the proposal to process the claim in the context of EXTRAORDINARY REVIEW.
- 29.8.1.** Upon receipt of the notification of the EVENT OF IMBALANCE, the CONCESSIONAIRE shall have 60 (sixty) days to present a reasoned statement regarding the request for recomposition of the economic and financial balance of the CONTRACT presented, and it shall also, within the same period, express its opinion regarding the possible proposal to process the request in the context of EXTRAORDINARY REVIEW.
- 29.8.2.** In consideration of the CONCESSIONAIRE's response, the GRANTING AUTHORITY will have 30 (thirty) days, extendable for an equal period, to assess the appropriateness of restoring the economic and financial balance of the CONTRACT and its eventual processing in the context of EXTRAORDINARY REVIEW.
- 29.9.** INSPECTION SUPPORT shall assist the GRANTING AUTHORITY, if requested by it, in the evaluation of the materialization of EVENT OF IMBALANCES, including with regard to the values presented by the PARTIES.
- 29.10.** The recomposition of the economic and financial balance of the CONTRACT will not be necessary:
- 29.10.1.** When the losses suffered derive from negligence, imprudence, malpractice, ineptitude or omission by the PARTY that wants to claim the rebalance, or when the EVENT OF IMBALANCE arises from risks allocated to it;
- 29.10.2.** When, in any way and to any extent, the demanding PARTY has contributed, directly or indirectly, to the event causing the imbalance; and
- 29.10.3.** If the materialization of the events motivating the claim for economic and financial rebalancing does not give rise to an effective impact on the contractual conditions and does not cause effective damage resulting from the imbalance in the economic and financial equation of the CONTRACT.
- 29.11.** The PARTIES shall make their best efforts to avoid the occurrence of events that motivate requests for recomposition of the economic and financial balance or, when it is not possible to avoid them, to minimize their impacts.

- 29.11.1.** During the analysis of the requests for recomposition of the economic and financial balance, by the GRANTING AUTHORITY, all the obligations of the CONCESSIONAIRE are fully maintained.
- 29.12.** Once the materialization of any of the EVENT OF IMBALANCES associated with the risks listed in the CONTRACT has been verified, the PARTIES shall, to the extent possible, negotiate in good faith the appropriate measures to mitigate the losses caused by the EVENT OF IMBALANCES to be considered in the measurement of the economic and financial imbalance of the CONTRACT.
- 29.12.1.** If the EVENT OF IMBALANCE referred to in subclause 29.12 requires immediate measures to be taken, or if the PARTIES are not successful in negotiating the mitigation measures referred to above, the PARTIES shall take reasonable measures within their reach to mitigate the losses caused by the EVENT OF IMBALANCES, to be considered in the measurement of the economic and financial imbalance of the CONTRACT.
- 29.12.2.** For the purposes of subclause 29.12.1, reasonable measures are considered, in the case of the CONCESSIONAIRE, those expected of a company acting diligently in similar situations, including, but not limited to, the adoption of safety measures and partial or total repair of the damage.
- 29.12.3.** If it is proven that a PARTY failed to take the loss mitigation measures referred to in subclauses 29.12 and 29.12.1, in accordance with the provisions of subclause 29.12.2, the value of the losses that could have been demonstrably avoided had such measures been taken shall be deducted from the amounts owed by the other PARTY as compensation for the economic-financial rebalancing.
- 29.13.** If it is proven that more than one PARTY contributed directly or indirectly to the occurrence of the EVENT OF IMBALANCE, due to negligence, ineptitude, or omission of both PARTIES, the recomposition of the economic-financial balance of the CONTRACT shall only consider the value of the damage that the affected PARTY did not cause.

CLAUSE 30 RECOMPOSITION OF THE ECONOMIC AND FINANCIAL BALANCE

- 30.1.** On the occasion of each EXTRAORDINARY REVIEW or each ORDINARY REVIEW, the claims of both PARTIES considered appropriate will be jointly contemplated, in order to offset the positive and negative economic and financial impacts resulting from the EVENT OF IMBALANCES.

- 30.2.** The eventual recomposition of the economic and financial balance of the CONTRACT, in favor of one of the PARTIES, must necessarily consider any impacts in favor of the other PARTY.
- 30.3.** Any recomposition of the economic and financial balance at the request of the CONCESSIONAIRE must necessarily consider in favor of the GRANTING AUTHORITY the actual economic gains resulting from the reduction of credit risk of the financing used by the CONCESSIONAIRE, in accordance with Article 5, item IX, of Federal Law No. 11,079/2004, observing the provisions of subclause 21.9.
- 30.3.1.** The recomposition of the economic and financial balance of the CONTRACT as a whole, or in relation to a given EVENT OF IMBALANCE, will be carried out in order to obtain the net present value of the CASH FLOW balances equal to zero, considering the discount rate, respective to the nature of each EVENT OF IMBALANCE, as determined below:
- 30.3.1.1.** If there is an EVENT OF IMBALANCE resulting from delays or postponements in the completion of the INFRASTRUCTURE DEPLOYMENT, based on the deadlines set forth in ANNEX 13 – INVESTMENT SCHEDULE, the recomposition will be carried out taking into account the amounts attributed to the investments in ANNEX 13 – INVESTMENT SCHEDULE, their distribution in the physical-executive schedules, as well as the variations in operating costs and revenues as a result of the changes, using the actual discount rate of 10.13%, without prejudice to the application of the penalties provided for in this CONTRACT.
- 30.3.1.2.** Delays in the completion of the INFRASTRUCTURE DEPLOYMENT caused by the sole fault or intent of the CONCESSIONAIRE, or in cases arising from risks allocated to it, under the terms of the CONTRACT, will not be considered EVENT OF IMBALANCES in favor of the CONCESSIONAIRE.
- 30.3.1.3.** In the event of any other EVENT OF IMBALANCES, the recomposition of the economic and financial balance will take place through the preparation of the MARGINAL CASH FLOW, considering: (i) the marginal cash flows, positive or negative, calculated based on the difference between the situations with and without the EVENT OF IMBALANCE; and (ii) the marginal cash flows necessary to restore the economic and financial balance of the CONTRACT.
- 30.3.1.4.** All other situations of EVENT OF IMBALANCES will consider, for the calculation of the recomposition of the economic and financial balance of the CONTRACT, the discount rate calculated on the date of materialization of the EVENT OF IMBALANCE.

- 30.3.2.** In the event of an EVENT OF IMBALANCE, governed by subclause 30.3.1, which extends for more than 1 (one) year, the discount rate referred to in subclause 30.7 calculated for the contractual year in which the EVENT OF IMBALANCE initially materialized will be considered for the calculation of the recomposition of the economic and financial balance of the CONTRACT, which will be applied to the entire period of the event.
- 30.3.3.** The MARGINAL CASH FLOW methodology will be non-leveraged, and the rebalancing will not be impacted by the CONCESSIONAIRE's capital structure.
- 30.4.** At each recomposition of the economic and financial balance of the CONTRACT, the discount rate of that calculation will be defined, definitive for the entire CONTRACTUAL TERM remaining from the CONCESSION.
- 30.5.** For the recomposition of the economic and financial balance of the CONTRACT referred to in subclause 30.3.2, the following procedures must be observed in the preparation of the MARGINAL CASH FLOW:
- 30.5.1.** The recomposition of the economic and financial balance will be carried out in such a way that the net present value of the projected MARGINAL CASH FLOW due to the event that gave rise to the recomposition is zero, considering, on the same base date, (i) the marginal cash flows resulting from the event that gave rise to the recomposition; and (ii) the marginal cash flows resulting from the recomposition of the economic and financial balance.
- 30.5.2.** For the purposes of calculating the net present value of marginal cash flows, the discount rate is applied for each new contractual year.
- 30.5.3.** If the beginning of each contractual year does not coincide with the 1st day of the month, for the purposes of applying the discount rate, the 1st day of the subsequent month will be considered.
- 30.5.4.** For the purpose of determining the flows of marginal expenditures, the best available information shall be used to portray the real and effective conditions at the time of the EVENT OF IMBALANCE and to estimate the value of investments, costs and expenses, as well as any revenues and other gains resulting from the EVENT OF IMBALANCE, by means of the best public and/or private sector price references available at the time of the election. as well as actual data that generate an impact on the CONCESSION, such as the

demand and effective costs of inputs, as well as other elements that can be obtained, and, in the absence of more current information and at the discretion of the GRANTING AUTHORITY, the information in ANNEX 13 – INVESTMENT SCHEDULE.

- 30.6.** The CONCESSIONAIRE shall present estimates of the measure of the imbalance, even in cases where the claim is initiated by the GRANTING AUTHORITY, using, for this purpose, the references indicated in subclause 30.5.
- 30.7.** The annual real discount rate to be used in the calculation of the net present value must be obtained in the following terms:

$$TD = 160,44\% \times TR$$

Where:

TD: Annual real discount rate.

TR: Average of the last 12 (twelve) months of the gross real interest rate on the sale of IPCA+ Treasury Notes with semiannual interest (NTN-B) or, in the absence thereof, another that replaces it, prior to the deduction of income tax, maturing in 2050 or maturing more compatibly with the end date of the CONTRACTUAL TERM, published by the National Treasury Secretariat, without considering the portion related to the variation of the IPCA.

- 30.8.** In the event of recomposition of the balance of the CONTRACT by means of an extension of the term, the methodology for measuring revenues and expenses for the extended term will consider the projection of the value of the MAXIMUM ANNUAL AVAILABILITY PAYMENT.
- 30.9.** The projection of the MAXIMUM ANNUAL AVAILABILITY PAYMENT, resulting from the calculation provided for in subclause 30.8, shall be replaced by the EFFECTIVE MONTHLY AVAILABILITY PAYMENT due each month, periodically verified, in accordance with the amendment to be signed, prior to the application of discounts due to the GENERAL PERFORMANCE INDEX and other components.
- 30.10.** For the projection of ANCILLARY REVENUE, the historical average of the 5 (five) years prior to the signing of the amendment shall be considered, or the historical average that is available.
- 30.10.1.** The projection of ANCILLARY REVENUE, described in subclause 30.10, will not be replaced or changed, and any risk variation shall be the responsibility of the CONCESSIONAIRE.

- 30.11.** For the calculation of the projection of costs and expenses of the CONCESSIONAIRE and the definition of the cash outflow, counted from the initial term of the MARGINAL CASH FLOW, including the term extensions already formalized, the following shall be considered, for the purpose of calculating the term to be extended:
- 30.11.1.** The amounts related to costs and expenses accounted for by the CONCESSIONAIRE between the 5 (five) years immediately prior to the base date of the CASH FLOW, brought to this last base date.
 - 30.11.2.** The projection of costs and expenses, described in the previous subclause, will not be replaced or altered, and any risk variation shall be the responsibility of the CONCESSIONAIRE.
 - 30.11.3.** For the purpose of economic and financial rebalancing of the CONTRACT caused by events other than the change in tax or accounting legislation, taxes and accounting implications of any nature that may effectively be levied during the entire CONTRACTUAL TERM, including formalized term extensions, will be considered, regardless of the PARTY that has assumed the risk of changing the tax or accounting legislation.
- 30.12.** For the purposes of MARGINAL CASH FLOW, the calculation of amortization and depreciation shall be carried out in accordance with the applicable rules and legislation.
- 30.13.** For the application of the provisions of subclause 30.2, at the advent of the contractual term, it must be determined whether the net present value of the sum of the CASH FLOWS is equal to zero, considering the effective values calculated for the MONTHLY AVAILABILITY PAYMENT and the defined discount rate(s).
- 30.13.1.** In the event that the net present value is different from zero, the forms of economic and financial rebalancing provided for in this CONTRACT will be applied.
- 30.14.** During the analysis of the requests for recomposition of the economic and financial balance, by the GRANTING AUTHORITY, all the obligations of the CONCESSIONAIRE are fully maintained, without prejudice to the measurement of the KEY PERFORMANCE INDICATORS.

CLAUSE 31 MODALITIES FOR RECOMPOSITION OF THE ECONOMIC AND FINANCIAL BALANCE

- 31.1.** The GRANTING AUTHORITY shall have the prerogative to choose the modality by which the recomposition of the economic and financial balance of the CONTRACT will be implemented, among the following modalities:
- 31.1.1.** Extension or reduction of the CONTRACTUAL TERM, observing applicable regulation;
 - 31.1.2.** Review of the value of the MAXIMUM MONTHLY AVAILABILITY PAYMENT and/or the CAPEX BUYDOWN PAYMENT;
 - 31.1.3.** Reimbursement or indemnity;
 - 31.1.4.** Change of the terms and conditions of the INFRASTRUCTURE DEPLOYMENT, respecting the deadlines provided for in the physical-financial schedule;
 - 31.1.5.** Change of the obligations or deadlines provided for in this CONTRACT and in the ANNEXES;
 - 31.1.6.** Combination of the previous modalities.
- 31.2.** In addition to the modalities listed in subclause 31.1, the recomposition of the economic and financial balance of the CONTRACT may also take place through the following modalities, in these cases depending on the prior CONTRACT of the CONCESSIONAIRE:
- 31.2.1.** Payment in kind of assets and/or assignment of property revenues;
 - 31.2.2.** Assumption by the GRANTING AUTHORITY of costs attributed by the CONTRACT to the CONCESSIONAIRE;
 - 31.2.3.** Change in the standards of sharing ANCILLARY REVENUE; and
 - 31.2.4.** Combination of the previous modalities or others allowed by law.
- 31.3.** In choosing the means for the recomposition of the economic and financial balance of the CONTRACT, the GRANTING AUTHORITY shall consider:

- 31.3.1.** The frequency and amount of overdue and overdue payments by the CONCESSIONAIRE, related to the FINANCING contracts entered into by it for the execution of the object of the CONTRACT; and
 - 31.3.2.** The importance of avoiding mechanisms that, even if they generate balance in the long term, may generate cash fragility for the CONCESSIONAIRE.
- 31.4.** The recomposition of the economic and financial balance of the CONTRACT, even that resulting from the ORDINARY REVIEWS procedure, will be formalized by means of an amendment to this CONTRACT.

CLAUSE 32 EXTRAORDINARY REVIEW

- 32.1.** The begin of the EXTRAORDINARY REVIEW procedure may occur:
- 32.1.1.** by determination, ex officio, by the GRANTING AUTHORITY; or
 - 32.1.2.** in view of the concrete or imminent materialization of an event whose consequences are sufficiently serious to give rise to the need for evaluation and urgent measures, in accordance with this CONTRACT.
- 32.2.** The potential compromise of the solvency of the CONCESSIONAIRE or the continuity of the execution of the CONTRACT and the provision of the SERVICES will be demonstrated, among other situations that must be evaluated by the GRANTING AUTHORITY, when, as a result of the materialization of risks allocated to it:
- 32.2.1.** There is a risk of imminent non-compliance with obligations, early maturity or acceleration of maturity in the financing contracted with the FINANCERS; or
 - 32.2.2.** One or more EVENT OF IMBALANCES occur with an aggregate impact greater than five percent of the accumulated gross revenue in the 12 (twelve) months prior to the materialization of the event(s).
- 32.3.** If the EXTRAORDINARY REVIEW process is initiated at the request of the CONCESSIONAIRE, the CONCESSIONAIRE must forward the necessary subsidies to demonstrate to the GRANTING

AUTHORITY that the failure to immediately address the event will result in extraordinary aggravation and its harmful consequences, subject to the requirements of subclause 32.2.1

- 32.3.1.** The GRANTING AUTHORITY will have a period of 60 (sixty) days, counted from the formalization of the request submitted by the CONCESSIONAIRE, to assess whether the reasons presented will justify the immediate treatment and whether the severity of the consequences will support the non-compliance with the ORDINARY REVIEW procedure of the CONTRACT, motivating the importance of not waiting for the necessary time lapse until the processing of the subsequent ORDINARY REVIEW.
- 32.4.** If the EXTRAORDINARY REVIEW process is initiated at the request of the GRANTING AUTHORITY, it must present the reasons for urgency of the contractual review to the appreciation of the CONCESSIONAIRE, which may agree or disagree with the need for such review, and may also contribute with additional subsidies to the determination of the effects of the imbalance event and the way to recompose its impacts on the CONTRACT.
- 32.4.1.** After the CONCESSIONAIRE's statement, to occur within 30 (thirty) days after the notification sent by the GRANTING AUTHORITY, it shall carry out the evaluation of the EVENT OF IMBALANCE and the need, or not, for the EXTRAORDINARY REVIEW, forwarding, if it so wishes, the procedures to finalize the review.
- 32.5.** If the EXTRAORDINARY REVIEW of the CONTRACT occurs before the end of the INFRASTRUCTURE DEPLOYMENT, the CONCESSIONAIRE shall submit to the GRANTING AUTHORITY a physical-financial schedule, duly revised containing the development of the interventions with milestones, stages, activities and deadlines that will bind and must be complied with by the CONCESSIONAIRE, in accordance with the rules established by this CONTRACT.

CLAUSE 33 ORDINARY CONTRACT REVIEW

- 33.1.** Without prejudice to the EXTRAORDINARY REVIEWS established in this CONTRACT, every 5 (five) years, counted from the EFFECTIVENESS DATE, the PARTIES will carry out an ORDINARY REVIEW process.
- 33.2.** The PARTIES may be assisted by technical consultants of any specialty in the course of the ORDINARY REVIEW process, being responsible for paying for the consultants they hire, and the reports, studies, opinions or opinions, issued by them, must be submitted to the process in order to explain the reasons that led the PARTIES to the final CONTRACT or to any divergence.
- 33.3.** Meetings, hearings or negotiations held in the course of the ORDINARY REVIEW process must be duly recorded.

33.4. The ORDINARY REVIEW process will have the following objectives:

- 33.4.1.** To determine the economic and financial balance of the CONTRACT related to the claims received in the last 5 (five) years that have not been ascertained and rebalanced in the context of EXTRAORDINARY REVIEW, as well as any imbalances resulting from changes made under the terms of subclauses 33.4.2 to 33.4.6 below;
- 33.4.2.** Review the KEY PERFORMANCE INDICATORS, in order to adapt them to the modifications or changes that have been perceived, always observing the economic and financial balance of the CONTRACT and other relevant contractual rules;
- 33.4.3.** Review the minimum specifications of the SERVICES, in order to ensure the improvement of the provision of the SERVICES;
- 33.4.4.** Critically analyze and, eventually, change the governance guidelines of the HOPE HEALTH COMPLEX, provided for in ANNEX 12 - GOVERNANCE;
- 33.4.5.** Analyze and activate the implementation of the process of incorporation of the technological update related to MEDICAL-HOSPITAL EQUIPMENT and LABORATORY EQUIPMENT determined in the form of the CONTRACT; and
- 33.4.6.** Evaluate the division of risks established in the CONTRACT, to propose changes and new risk mitigation measures, if this measure is essential for the perfect execution of the object of the CONTRACT.

33.5. In the event of subclause 33.4.2, the PARTIES shall carry out a joint evaluation of the KEY PERFORMANCE INDICATORS in force, including the goals established by them and the weights foreseen for each indicator, considering the search for continuous improvement in the provision of the SERVICES, establishing a reasonable period for the adaptation of the new standards required, culminating:

- 33.5.1.** in the reformulation, replacement or suppression of KEY PERFORMANCE INDICATORS that prove to be ineffective in encouraging the activities and SERVICES to be performed in compliance with the quality required by the GRANTING AUTHORITY or by the standards applicable to the public health sector;

- 33.5.2.** in the revision of the weights provided for each KEY PERFORMANCE INDICATOR, if the discipline in force proves to be excessive or insufficient to stimulate the necessary effort of the CONCESSIONAIRE to comply with the required level of service, respecting, in any case, the maximum deduction of remuneration provided for in ANNEX 10 – PAYMENT MECHANISM; and/or
- 33.5.3.** in the creation of new KEY PERFORMANCE INDICATORS, in the event of a requirement, by the GRANTING AUTHORITY, of new performance standards motivated by the emergence of technological innovations or adaptations to national or international standards.
- 33.6.** The CONCESSIONAIRE shall not be obliged to make investments not originally provided for in the CONTRACT and its ANNEXES, if the evaluation of the hypothesis of their realization points to a decrease in the risk classification score obtained by the concession, or, in the case of a new issuance of securities or obtaining of a new bank debt, the eventual consequence is a lower score than that obtained by the issuer or original borrower, and this note, on a national scale, will be issued by Fitch Ratings or, on an equivalent scale, by Standard and Poor's (S&P) or Moody's.
- 33.7.** The ORDINARY REVIEW should preferably take place in order to precede the discussions related to the preparation of the Annual Budget Law (LOA) that will be in force in the year following the ORDINARY REVIEW.
- 33.8.** Once the ORDINARY REVIEW procedure is concluded, after the course of a regular administrative proceeding, in which the CONCESSIONAIRE will be granted ample participation and adversarial proceedings, it shall be incumbent upon the GRANTING AUTHORITY to establish the new contractual guidelines, subject to the limits and procedures set forth in this Clause, and the CONCESSIONAIRE, in case of disagreement, shall avail itself of the dispute resolution mechanisms provided for in this CONTRACT.
- 33.8.1.** The impacts of the ORDINARY REVIEW will be formalized by an amendment to the CONTRACT.
- 33.8.2.** The ORDINARY REVIEW process must be completed within a maximum period of 6 (six) months, with the signing of the Amendment, and after its signature, any of the PARTIES that feels aggrieved may resort to the dispute resolution mechanisms governed by this CONTRACT.

- 33.9.** At the discretion of the GRANTING AUTHORITY, events that could be addressed through ORDINARY REVIEW may have early analysis, in which case the procedures provided for the EXTRAORDINARY REVIEW will be applied.

INSURANCE AND GUARANTEES

CLAUSE 34 GUARANTEES GRANTED BY THE GRANTING AUTHORITY

PAYMENT GUARANTEE FROM THE GRANTING AUTHORITY

- 34.1.** The GRANTING AUTHORITY is responsible for including in the annual budget proposal a specific allocation for the subsequent year in an amount sufficient to meet the MONTHLY AVAILABILITY PAYMENTS, in addition to vetoing changes in said proposal that reduce or restrict the appropriation for the payment of the PECUNIARY OBLIGATIONS.
- 34.2.** The PAYMENT GUARANTEE FROM THE GRANTING AUTHORITY shall ensure the timely payment of the MONTHLY AVAILABILITY PAYMENT, in case the GRANTING AUTHORITY does not make the payment via budgetary resources within the period provided for in ANNEX 10 – PAYMENT MECHANISM, as well as any indemnities.
- 34.3.** The GRANTING AUTHORITY assumes, irrevocably and irreversibly, the obligation to maintain in force until the end of the CONTRACT the PAYMENT GUARANTEE FROM THE GRANTING AUTHORITY, under the terms set forth in this CONTRACT.
- 34.4.** The PAYMENT GUARANTEE FROM THE GRANTING AUTHORITY shall be constituted by deposit of 2 (two) MAXIMUM MONTHLY AVAILABILITY PAYMENT and 2 (two) reference installments of the AVAILABILITY PAYMENT FOR IMAGING, ANATOMOPATHOLOGICAL AND LABORATORY EXAMINATION SERVICES in the amount of BRL 57,948,731.20 (fifty-seven million, nine hundred and forty-eight thousand, seven hundred and thirty-one reais and twenty cents) in the ESCROW ACCOUNT, pursuant to Clause 34.1, composing the MINIMUM ESCROW ACCOUNT BALANCE, to be deposited in the ESCROW ACCOUNT as follows, pursuant to Clause 34.1, composing the MINIMUM ESCROW ACCOUNT BALANCE, to be deposited in the ESCROW ACCOUNT as follows:
- 34.4.1.** 01 (one) MAXIMUM MONTHLY AVAILABILITY PAYMENT and 1 (one) reference portion of the AVAILABILITY PAYMENT FOR IMAGING, ANATOMOPATHOLOGICAL AND LABORATORY EXAMINATION SERVICES in the amount of BRL 28,974,365.60 (twenty-eight million, nine hundred and seventy-four thousand, three hundred and sixty-five reais and sixty cents)

will be deposited as a condition for the effectiveness of the CONTRACT, observing the rules of subclause 6.2.3, subject to the provisions of subclause 6.3.4;

- 34.4.2.** 01 (one) MAXIMUM MONTHLY AVAILABILITY PAYMENT and 1 (one) referential installment of the AVAILABILITY PAYMENT FOR IMAGING, ANATOMOPATHOLOGICAL AND LABORATORY EXAMINATION SERVICES in the amount of BRL 28,974,365.60 (twenty-eight million, nine hundred and seventy-four thousand, three hundred and sixty-five reais and sixty cents) additional will be deposited by the GRANTING AUTHORITY in the ESCROW ACCOUNT within 12 (twelve) months from the EFFECTIVENESS DATE, Subject to the provisions of subclause 6.3.4.
- 34.4.3.** The PAYMENT GUARANTEE FROM THE GRANTING AUTHORITY shall comply with the adjustments of the MAXIMUM MONTHLY AVAILABILITY PAYMENT, as established by ANNEX 10 – PAYMENT MECHANISM, and any changes resulting from the economic and financial rebalancing of the CONTRACT, so that, after 12 (twelve) months from the EFFECTIVENESS DATE, the MINIMUM ESCROW ACCOUNT BALANCE reflects at least the updated value of 2 (two) MAXIMUM MONTHLY AVAILABILITY PAYMENT and 2 (two) reference installments of the AVAILABILITY PAYMENT FOR SERVICES IMAGING, ANATOMOPATHOLOGICAL AND LABORATORY EXAMS in the amount of BRL 57,948,731.20 (fifty-seven million, nine hundred and forty-eight thousand, seven hundred and thirty-one reais and twenty cents), observing the forms of adjustment provided for in ANNEX 10 – PAYMENT MECHANISM.
- 34.5.** If, during the CONTRACTUAL TERM, it is necessary to activate the MINIMUM ESCROW ACCOUNT BALANCE, the GRANTING AUTHORITY shall recompose the MINIMUM ESCROW ACCOUNT BALANCE with the FPE RESOURCES, pursuant to ANNEX 11 – DRAFT OF THE PAYMENT AGENT AND ACCOUNT ADMINISTRATOR APPOINTMENT CONTRACT.
- 34.6.** In the event of the absence of the reestablishment of the MINIMUM ESCROW ACCOUNT BALANCE within a maximum period of 180 (one hundred and eighty) days from its utilization, the CONCESSIONAIRE may request early termination of the CONTRACT, in accordance with Clause 48.
- 34.7.** In the event of early termination of the CONTRACT, in the event of encroachment or termination, the PAYMENT GUARANTEE FROM THE GRANTING AUTHORITY shall remain in force in order to constitute a modality to honor the indemnity arising from the termination of the contract, until a date after the payment of the full amount eventually due to the CONCESSIONAIRE, calculated in the manner provided for in the CONTRACT, depending on the reason and who caused the termination.

CAPEX BUYDOWN PAYMENT GUARANTEE

- 34.8.** The CAPEX BUYDOWN PAYMENT GUARANTEE, for the VALE S.A. RESOURCES, consists of the release of the VALE S.A. RESOURCES deposited in the CAPEX BUYDOWN PAYMENT ACCOUNTS for the payment of the CAPEX BUYDOWN PAYMENT EVENTS, under the terms of ANNEX 11 – DRAFT OF THE PAYMENT AGENT AND ACCOUNT ADMINISTRATOR APPOINTMENT CONTRACT, subject to the provisions contained in the ACCOUNT MANAGEMENT CONTRACT.
- 34.9.** In the event of transactions in the CAPEX BUYDOWN PAYMENT ACCOUNTS that do not comply with ANNEX 11 – DRAFT OF THE APPOINTMENT CONTRACT FOR PAYMENT AGENT AND ACCOUNT ADMINISTRATOR, the GRANTING AUTHORITY must, within 60 (sixty) days, restore the full amount of the CAPEX BUYDOWN PAYMENT ACCOUNT that was transacted in non-compliance at the time of execution, under penalty of early termination of the CONTRACT.
- 34.10.** If the GRANTING AUTHORITY does not make the payment of the CAPEX BUYDOWN PAYMENT EVENTS whose payment source is the TREASURY RESOURCES, within the term and manner indicated in ANNEX 10 – PAYMENT MECHANISM, the payment will be made to the CONCESSIONAIRE with the FPE RESOURCES, which will be transferred to the CONCESSIONAIRE in the manner provided for by State Law No. 25,235/2025 and in the contract entered into between the GRANTING AUTHORITY and the financial institution managing the segregated account provided for in said Law.

CLAUSE 35 CONCESSIONAIRE'S INSURANCE

- 35.1.** The CONCESSIONAIRE shall contract, subject to the requirements of subclause 35.2, national or foreign insurers authorized to operate in Brazil, proven by the presentation of a Certificate of Operational Regularity issued by the Superintendence of Private Insurance – SUSEP, at least, the following insurances, which make up the insurance plan, according to the standards below:
- 35.1.1.** Insurance against engineering risks, for civil works under construction and for installation and assembly, of the all risks type, including coverage for damages resulting from turmoil, design errors and manufacturer's tests and risks (when there is no manufacturer's warranty);
- 35.1.2.** Insurance against operational risks, including at least coverage for material damage to fire (including as a result of riot) / lightning / explosion of any nature, electrical and electronic equipment damage, and coverage for loss of profits (fixed expenses) with a minimum indemnity period of 6 (six) months;
- 35.1.3.** Insurance to cover theft, theft, loss, perishing, destruction, for all RELATED ASSETS;

- 35.1.4.** Mandatory total insurance against work accidents involving employees under the management of the CONCESSIONAIRE;
- 35.1.5.** Civil liability insurance, covering the CONCESSIONAIRE and the GRANTING AUTHORITY, as well as its administrators, employees, employees, third parties contracted, agents or delegates, for the amounts with which they may be held liable for material, personal and moral damages, procedural costs and any other charges related to material, personal or moral damages, resulting from the activities covered by the CONCESSION, including, but not limited to, involuntary personal damage, deaths, material damage caused to third parties and their vehicles, and such insurance must be contracted with indemnity limits compatible with the risks assumed for damages to third parties in the following modalities:
- a) installation and assembly, including subcontractors, with extensive coverage for damage caused in civil works;
 - b) operation;
 - c) vehicles, for material and personal damage;
 - d) employer's civil liability;
 - e) professional civil liability, provided that it is available in the insurance market at affordable prices, and as determined by the GRANTING AUTHORITY.
- 35.2.** Policies must be contracted with insurers of a size compatible with the insured object, which can be proven through the options below, and it is mandatory to present the Certificate of Notes issued by SUSEP:
- 35.2.1.** Demonstrate that the national financial strength rating is greater than or equal to "Aa2.br", "brAA" or A(bra), as disclosed by Moody's, Standard & Poor's or Fitch, respectively; or
- 35.2.2.** Statement signed by the insurer's legal representatives, confirming, under penalty of liability, that the contracting of the policies provided for in the CONTRACT will not result in relevant notes or non-compliance with current regulatory requirements, especially those

provided for in SUSEP Circular No. 648/2021 and CNSP Resolution No. 432/2021, or the rules that may replace them.

- 35.3.** The amounts covered by the insurances indicated in the subclauses above shall be sufficient to replace them to "new values" or to "new condition", or for the correction of damage caused in the event of an accident and their respective calculations shall be submitted and proven to the GRANTING AUTHORITY.
- 35.4.** The contracting of insurance does not exempt the CONCESSIONAIRE from the obligation to replace or repair damaged or unusable goods.
- 35.5.** The insurances provided for in this clause shall include coverage for damage caused by an event of unforeseeable circumstances or force majeure, whenever they are insurable.
- 35.6.** The insurance against Engineering Risks referred to in subclause 35.1.1 must have a minimum coverage period corresponding to the duration of PHASE 2 – CONSTRUCTION and an additional 12 months from the completion of PHASE 2 – CONSTRUCTION, and must be renewed in the event of intermittent interventions throughout the duration of the CONTRACT, or even in the case of amendments signed due to works and engineering interventions originally not covered because they are outside the original scope.
- 35.7.** The GRANTING AUTHORITY shall be indicated as a co-insured in the insurance policies, and it shall be incumbent upon it to authorize in advance the cancellation, suspension, modification or replacement of any policies contracted by the CONCESSIONAIRE.
- 35.8.** With the exception of cases of indemnity paid to third parties, the proceeds from the indemnity shall be used to ensure the continuity of the CONTRACT, except in cases where: i) the insured event results in the expiration of the CONCESSION; and ii) when the GRANTING AUTHORITY is responsible for the claim, in which case the insurance policies must provide for its direct indemnity.
- 35.9.** The FINANCIERS may be included in the insurance policies, as co-insured or beneficiaries, provided that the measure does not prejudice the rights guaranteed to the GRANTING AUTHORITY.
- 35.10.** The insurance policies shall contain the obligation of the insurance company to inform, in writing, at least 15 (fifteen) days in advance, to the CONCESSIONAIRE and the GRANTING AUTHORITY, any facts that may imply the total or partial cancellation of the contracted policies, the reduction of coverage, the increase of deductibles or the reduction of the insured amounts.

- 35.11.** Insurance policies must provide for direct indemnification to the GRANTING AUTHORITY in cases where it is up to it to receive for the claim.
- 35.12.** Insurance policies must contain an express clause waiving, by the insurer, all rights of recourse against the GRANTING AUTHORITY.
- 35.13.** Insurance policies may not contain obligations, restrictions or provisions that contradict the requirements set forth in this CONTRACT or in the legislation applicable to the sector, and must contain an express statement by the insurance company stating that it is fully aware of this CONTRACT, including with regard to the limits of the CONCESSIONAIRE's rights.
- 35.14.** The CONCESSIONAIRE is responsible for the full payment of the deductible, in case of use of any insurance provided for in the CONTRACT.
- 35.15.** The CONCESSIONAIRE shall submit to the GRANTING AUTHORITY, annually or whenever requested, a certificate issued by the insurance company(ies) confirming that all overdue premiums are paid and that the policies contracted by the CONCESSIONAIRE are in full force.
- 35.16.** In the event of expiration of the insurance, the CONCESSIONAIRE shall submit to the GRANTING AUTHORITY, at least 30 (thirty) days in advance, a certificate from the insurance company proving the renewal and terms of the new policies.
- 35.17.** In case of non-compliance with the obligation to contract and maintain the insurance policies in full force, the CONCESSIONAIRE will be subject to the application of the sanctions provided for in this CONTRACT, including the decree of intervention or the expiration of the CONCESSION.
- 35.17.1.** In the event provided for in subclause 35.17, the GRANTING AUTHORITY may contract and directly pay the premiums of the respective insurance policies, at the expense of the CONCESSIONAIRE, which shall reimburse it within a maximum period of 15 (fifteen) days, counted from the date of notification regarding the contract.
- 35.17.2.** Without prejudice to the application of sanctions and other applicable measures, failure to comply with the deadline provided for in subclause 35.17.1 will give rise to the execution of the CONTRACT PERFORMANCE GUARANTEE.
- 35.18.** It shall be incumbent upon the CONCESSIONAIRE to prove the contracting and validity of the insurance policies, under the conditions established in this CONTRACT, in the ANNEXES and in the

applicable legislation, 10 (ten) days prior to the beginning of each CONCESSION PHASE, as applicable.

35.19. The CONCESSIONAIRE, with prior and express authorization from the GRANTING AUTHORITY, may change coverage or other conditions of the insurance policies, in order to adapt them to the new situations that occur during the CONTRACTUAL TERM.

35.20. No SERVICE or WORK may commence without the CONCESSIONAIRE presenting to the GRANTING AUTHORITY proof that the respective insurance policies required in the CONTRACT are in force and comply with the conditions established in this CONTRACT and in the relevant regulations.

CLAUSE 36 CONTRACT PERFORMANCE GUARANTEE

36.1. The CONCESSIONAIRE shall maintain, in favor of the GRANTING AUTHORITY, a CONTRACT PERFORMANCE GUARANTEE in the amounts indicated in the table below:

Year of CONTRACT	Amount
1st to 4th	BRL 120,808,162.83 (one hundred and twenty million, eight hundred and eight thousand, one hundred and sixty-two reais and eighty-three cents)
5th to 27th	BRL 60,404,081.42 (sixty million, four hundred and four thousand, eighty-one reais and forty-two cents)
28th to 30th	BRL 120,808,162.83 (one hundred and twenty million, eight hundred and eight thousand, one hundred and sixty-two reais and eighty-three cents)

36.1.1. The years of the CONTRACT indicated in the table above are counted from the DATE OF EFFECTIVENESS.

36.1.2. The value of the CONTRACT PERFORMANCE GUARANTEE shall be readjusted annually by the variation of the IPCA index, or by another index that may replace it, with reference to the base date of March 2025.

- 36.2.** The CONCESSIONAIRE shall remain responsible for the fulfillment of contractual obligations, including the payment of any fines and indemnities, regardless of the use of the CONTRACT PERFORMANCE GUARANTEE.
- 36.3.** The CONTRACT PERFORMANCE GUARANTEE, at the discretion of the CONCESSIONAIRE, may be provided in one of the following modalities, subject to the conditions established in the legislation in force:
- 36.3.1.** Cash deposit;
 - 36.3.2.** Collateral in public debt securities;
 - 36.3.3.** Insurance bond;
 - 36.3.4.** Bank guarantee;
 - 36.3.5.** Capitalization bond funded by a single payment, with redemption for the full amount.
- 36.4.** The CONTRACT PERFORMANCE GUARANTEE provided in cash deposit must be paid through the State Collection Document – DAE.
- 36.5.** For the payment referred to in subclause 36.4, the BIDDER must access the electronic address: <https://www.fhemig.mg.gov.br/>, and follow the following steps:
- a)** access the "Parcerias" tab, in the top menu of the Fhemig website;
 - b)** select the option " PPP Complexo de Saúde HoPE";
 - c)** select the " Emissão de DAE" option;
 - d)** inform the BIDDER's CNPJ number in the "CNPJ" field and click on "Buscar";
 - e)** inform the name of the BIDDER in the "Nome" field;

- f) inform the BIDDER's address in the fields: "Endereço", "Cidade" and "Estado";
- g) inform the BIDDER's telephone number in the "Telefone" field;
- h) select the "ADC" option in the "Unidade" field;
- i) select the option "Outras Receitas - Fiança, Caução, etc. - Origem: Fonte 60" in the "Especificação Receita" field;
- j) inform in the "Motivo" field the following text: " Garantia do Contrato apresentada pela SPE<<nome e CNPJ da LICITANTE>>conforme Cláusula 36 do Contrato nº [•]";
- k) inform the amount of the deposit in the " Valor R\$" field;
- l) click on " avançar", check the data and click on " Confirmar dados";
- m) click on "Gerar boleto" and make the payment.

36.6. The CONTRACT PERFORMANCE GUARANTEE provided in the form of collateral in public debt securities will be accepted, only: Prefixed Treasury (National Treasury Bills – LTN), SELIC Treasury (Treasury Financial Bills – LFT), Prefixed Treasury with Semiannual Interest (National Treasury Notes – series F – NTN-F), Treasury IPCA+ (National Treasury Notes – series B – NTN-B Principal) or Treasury IPCA+ with Semiannual Interest (National Treasury Notes – series B – NTN-B), which must be issued in book-entry form, upon registration in a centralized settlement and custody system authorized by the Central Bank of Brazil.

36.7. The CONTRACT PERFORMANCE GUARANTEE provided in the form of insurance bond must be issued by a national or foreign insurance company operating in Brazil, and the policy must be in accordance with the provisions of SUSEP Circular No. 662/2022, or another provision that may replace it.

36.8. The CONTRACT PERFORMANCE GUARANTEE provided in the form of a bank guarantee must be issued by financial institutions that are classified between the first and second floor, that is, between "A"

and "B", on the long-term rating scale of at least one of the risk rating agencies *Fitch Ratings, Moody's or Standard & Poors*.

- 36.8.1.** Banks issuing bank guarantees must have an EMVIA system to verify the authenticity of the instrument.
- 36.8.2.** The bank guarantee must also contain an express provision that the guarantor, as a joint and several debtor, will make the payment to the GRANTING AUTHORITY, regardless of judicial interpellation, if the guarantor does not comply with its obligations, as well as the express waiver of the guarantor to the benefit of order provided for in article 827 of the Civil Code.
- 36.9.** The CONTRACT PERFORMANCE GUARANTEE offered may not contain any reservations or conditions that may hinder or prevent its execution, or that may raise doubts as to its enforceability.
- 36.10.** The CONTRACT PERFORMANCE GUARANTEE shall, when applicable, have its validity period extended at least 15 (fifteen) days before its expiration, at the expense of the CONCESSIONAIRE, in order to remain in force throughout the CONTRACTUAL TERM, under penalty of application of the sanctions provided for in this CONTRACT.
- 36.11.** Without prejudice to the other situations provided for in the CONTRACT and in the regulations in force, the CONTRACT PERFORMANCE GUARANTEE may be used in the following cases:
- 36.11.1.** When the CONCESSIONAIRE does not carry out the investment obligations for the INFRASTRUCTURE DEPLOYMENT necessary to meet the KEY PERFORMANCE INDICATORS, or executes them in non-compliance with the established;
- 36.11.2.** When the CONCESSIONAIRE does not pay the fines imposed on it, in accordance with the CONTRACT;
- 36.11.3.** In cases of return of REVERSIBLE ASSETS in non-compliance with the requirements established in the CONTRACT;
- 36.11.4.** When the CONCESSIONAIRE does not pay within the due period any indemnities or PECUNIARY OBLIGATIONS under its responsibility due to the GRANTING AUTHORITY and

related to the CONCESSION, including in the event of a decree of expiration, pursuant to Clause 47;

- 36.11.5.** When the GRANTING AUTHORITY is obliged to contract the insurance provided for in this CONTRACT, in view of the CONCESSIONAIRE's omission, under the terms of Clause 35;
- 36.11.6.** Whenever the CONCESSIONAIRE does not adopt measures to remedy a breach of a legal, contractual or regulatory obligation, which will not exempt the CONCESSIONAIRE from the responsibilities assigned to it by the CONTRACT.
- 36.12.** In the event of any of the situations of use of the coverage and when the amount to be used is higher than the value of the CONTRACT PERFORMANCE GUARANTEE, the CONCESSIONAIRE will be responsible for the difference and for the replacement of the full value of the CONTRACT PERFORMANCE GUARANTEE, within 30 (thirty) days, under penalty of application of the sanctions provided for in this CONTRACT.
- 36.13.** The expenses related to the provision of the CONTRACT PERFORMANCE GUARANTEE will be exclusively the responsibility of the CONCESSIONAIRE.
- 36.14.** The replacement of the CONTRACT PERFORMANCE GUARANTEE provided by the CONCESSIONAIRE by any of the modalities allowed in this clause will be permitted, upon prior and express consent of the GRANTING AUTHORITY.
- 36.15.** The CONTRACT PERFORMANCE GUARANTEE, subject to the minimum amount defined in this clause, shall remain in force until 180 (one hundred and eighty) days after the termination of the CONTRACT.
- 36.15.1.** The release or restitution of the CONTRACT PERFORMANCE GUARANTEE will depend on proof of full compliance with all contractual obligations by the CONCESSIONAIRE, including labor and social security obligations, as well as the delivery of the REVERSIBLE ASSETS in perfect conditions of operation, use and maintenance.
- 36.15.2.** The CONCESSIONAIRE shall remain responsible for the fulfillment of other contractual obligations, regardless of the execution of the CONTRACT PERFORMANCE GUARANTEE .

CLAUSE 37 OPERATIONAL DEMOBILIZATION PLAN

- 37.1.** Within 12 (twelve) months prior to the termination of the CONTRACT, or immediately, in the event of early termination of this instrument, the CONCESSIONAIRE shall submit to the approval of the GRANTING AUTHORITY, the OPERATIONAL DEMOBILIZATION PLAN, which shall provide for the procedure by which the demobilization and due reversal of the REVERSIBLE ASSETS will be carried out, without any interruption in the SERVICES and FINALISTIC SERVICES, in the management, maintenance, operation and operation of the HOPE HEALTH COMPLEX.
- 37.2.** The OPERATIONAL DEMOBILIZATION PLAN must provide for at least:
- 37.2.1.** Form of delivery of REVERSIBLE ASSETS;
 - 37.2.2.** INTERIM REVERSAL REPORT, as provided for in clause 6.10., containing (i) the state of conservation and maintenance of the REVERSIBLE ASSETS, including their useful life, with reports and technical reports issued by a qualified professional; and (ii) the state of depreciation of the REVERSIBLE ASSETS;
 - 37.2.3.** Period and form of training of the employees of the GRANTING AUTHORITY and/or the successor CONCESSIONAIRE that will operate the HOPE HEALTH COMPLEX; and
 - 37.2.4.** List of agreements with third parties, whose scope is essential to the provision of the SERVICES, including those provided for in Clause 43.11;
 - 37.2.5.** Work plan and deadline for removal of non-reversible assets, as provided for in subclause 43.8;
 - 37.2.6.** Training and requirements necessary for the transfer of the provision of services; and
 - 37.2.7.** Other provisions necessary for the assumption of the SERVICES by the GRANTING AUTHORITY or by a third party contracted by it, including in the cases of subclauses 43.12 or 43.13, respectively.
- 37.3.** In the event of a discrepancy between the INVENTORY and the actual condition of the REVERSIBLE ASSETS at the time of preparing the OPERATIONAL DISMANTLING PLAN, it shall be the responsibility of the CONCESSIONAIRE to take all necessary measures, including the acquisition of new assets or the making of investments, to ensure that the REVERSIBLE ASSETS are delivered in the same condition as stated in the INVENTORY.

- 37.3.1.** The obligation provided for in the previous clause will also be due if the state of the REVERSIBLE ASSETS deteriorates between the preparation of the OPERATIONAL DEMOBILIZATION PLAN and the situation verified by the GRANTING AUTHORITY in the period until the end of the CONTRACT.
- 37.4.** The GRANTING AUTHORITY may conduct inspections that it deems necessary for the full execution of its activities, in order to ensure a contractual transition without any detriment to the continuity of the SERVICES and FINAL SERVICES, the management, maintenance, and operation of the HOPE HEALTH COMPLEX, as well as to monitor the execution of reports and technical assessments.
- 37.5.** The CONCESSIONAIRE shall provide training to the personnel designated by the GRANTING AUTHORITY or by a third party contracted by it for the provision of the SERVICES, as well as provide the technical, administrative documentation and operational guidelines related to the operation of the SERVICES of the HOPE HEALTH COMPLEX, at least 6 (six) months prior to the expiration of the CONTRACT.
- 37.6.** The CONCESSIONAIRE shall be entirely and exclusively responsible for the termination of any contracts of which it is a PARTY at the end of the CONTRACTUAL TERM, with the GRANTING AUTHORITY assuming no responsibility or burden related thereto and no compensation being due to the CONCESSIONAIRE, unless otherwise agreed, as authorized by this CONTRACT.
- 37.7.** The CONCESSIONAIRE may, at the request of the GRANTING AUTHORITY, negotiate the subrogation of the contracts referred to in subclause 37.2.4 to the GRANTING AUTHORITY or to a third party indicated by it, in order to avoid interruption in the provision of the SERVICES.
- 37.8.** The CONCESSIONAIRE shall not be held liable for the refusal of third parties contracted by it to accept the contractual subrogation, and it shall be the responsibility of the GRANTING AUTHORITY or the third party contracted by it to negotiate and enter into new contracts.
- 37.8.1.** In the event of contracting a third party for the provision of the SERVICES, the CONCESSIONAIRE may provide the necessary information for operational demobilization, with the authorization of the GRANTING AUTHORITY.
- 37.8.2.** The GRANTING AUTHORITY may request the CONCESSIONAIRE to review the OPERATIONAL DEMOBILIZATION PLAN to contemplate the transfer of the SERVICES to another provider, in which case the CONCESSIONAIRE will not assume any obligation additional to those provided for in the CONTRACT.

CLAUSE 38 INFRACTIONS AND SANCTIONS

38.1. The CONCESSIONAIRE shall be subject to administrative sanctions, without prejudice to civil and criminal sanctions and other penalties possibly provided for in the legislation, for non-compliance with the obligations set forth in this CONTRACT.

38.2. The following administrative sanctions shall be applied to the CONCESSIONAIRE in the event of infractions, by the GRANTING AUTHORITY, in accordance with this CONTRACT and in compliance with Article 156 of Federal Law No. 14,133:

38.2.1. Formal warning, in writing, which will be formulated with the determination of the adoption of the necessary corrective measures;

38.2.2. Fine;

38.2.3. Impediment to tender and contract with the direct and indirect Public Administration of the State of Minas Gerais, for a period not exceeding 3 (three) years;

38.2.4. Declaration of ineligibility to tender or contract with the direct and indirect PUBLIC ADMINISTRATION, of all federative entities, for a minimum period of 3 (three) years and a maximum of 6 (six) years.

38.3. The above sanctions may be applied cumulatively with the sanction of a fine.

38.4. The sanction indicated in subclause 38.2.1 above may be applied, in substitution for the penalty of a fine, due to the commission of an infraction of level I category, in accordance with the TABLE OF VIOLATIONS, provided that the following requirements are met:

38.4.1. the CONCESSIONAIRE formally requests the application of the warning, upon acknowledgment of the commission of the infraction object of the investigation, within the period defined for the presentation of the defense in the administrative proceeding;

38.4.2. the CONCESSIONAIRE demonstrates that it has adopted the necessary measures for the effective correction of the fault, resulting in proven cessation of the infraction until the date of the request;

- 38.4.3.** the CONCESSIONAIRE demonstrates that it has adopted the appropriate measures to avoid the occurrence of a similar fault;
 - 38.4.4.** no significant damage has been caused by the violation of the GRANTING AUTHORITY, the SERVICE, the FINALISTIC SERVICES, the USERS and third parties; and
 - 38.4.5.** no recurrence has been verified.
- 38.5.** The sanction indicated in subclause 38.2.2. above will be applied under the terms indicated in the TABLE OF VIOLATIONS, subject to the provisions of subclause 38.9.
- 38.6.** The sanction indicated in subclause 38.2.3 above will be applied in the following cases, when the imposition of a more serious penalty provided for in subclause 38.2.4 is not justified:
- 38.6.1.** Partial non-performance of the CONTRACT, without justified reason, which causes serious damage to the GRANTING AUTHORITY, to the operation of the SERVICES and/or FINALISTIC SERVICES or to the collective interest;
 - 38.6.2.** Total non-performance of the CONTRACT; or
 - 38.6.3.** Delay in the performance of the CONTRACT without justified reason;
- 38.7.** The sanction indicated in subclause 38.2.4 above will be applied in the following cases, subject to the provisions of subclause 38.8:
- 38.7.1.** Presentation of false documentation or making a false statement during the performance of the CONTRACT.
 - 38.7.2.** Practice of fraudulent act during the performance of the CONTRACT;
 - 38.7.3.** Disreputable behavior; or

38.7.4. Practice of an injurious act provided for in article 5 of Law No. 12,846, of August 1, 2013.

38.8. To ensure reasonableness and proportionality in the application of the sanctions indicated in subclause 38.2, the GRANTING AUTHORITY shall observe the following criteria, when applicable:

38.8.1. the nature and severity of the infraction;

38.8.2. the peculiarities of the case;

38.8.3. aggravating and mitigating circumstances;

38.8.4. the presence of willful misconduct by the CONCESSIONAIRE or its agents;

38.8.5. the damage resulting to the GRANTING AUTHORITY, the SERVICES, the FINALISTIC SERVICES, or the USERS;

38.8.6. the advantages obtained by the CONCESSIONAIRE as a result of the infraction;

38.8.7. the adoption of measures by the CONCESSIONAIRE to minimize the damage caused by the infraction;

38.8.8. the economic and financial situation of the CONCESSIONAIRE, in particular its ability to honor financial commitments, generate revenues and maintain the execution of the CONTRACT;

38.8.9. the background of the CONCESSIONAIRE;

38.8.10. the prolongation in time of the situation that characterized the infraction;

38.8.11. recidivism; and

38.8.12. the implementation or improvement of an integrity program, according to the rules and guidelines of the control bodies.

- 38.9.** In the cases in which the infractions are already expressly described and typified in the TABLE OF VIOLATIONS, the gradations of the penalties have already been established in order to maintain proportionality to the infraction.
- 38.10.** The practice by the CONCESSIONAIRE of the same infraction, for which it has already been sanctioned after a final decision in a regular administrative proceeding, without the possibility of administrative appeal, regardless of the reason or cause that led to the commission of the infraction, will be considered recurrence.
- 38.10.1.** In the event of recurrence of an infraction provided for in the TABLE OF VIOLATIONS, the recurrence will imply automatic progression to the higher level, as applicable.
- 38.11.** The amount of the fine, defined in the TABLE OF VIOLATIONS, or through the system of subclauses 38.8 and 38.18, may be increased or reduced, due to the presence of aggravating and mitigating circumstances.
- 38.12.** The following shall be considered mitigating circumstances:
- 38.12.1.** Recognition of the practice of the infraction: reduction of 30% of the amount of the fine, provided that the CONCESSIONAIRE makes spontaneous payment;
- 38.12.2.** Voluntary adoption of effective measures to avoid or mitigate the consequences of the infraction before the decision is issued: reduction of 20% of the amount of the fine; and
- 38.12.3.** Absence of definitive application of sanctions related to any infraction in the 12 (twelve) months prior to the date of the commission of the infraction on trial: reduction of 10% of the amount of the fine.
- 38.13.** The following shall be considered aggravating circumstances:
- 38.13.1.** Recidivism, under the terms of subclause 38.8.11: increase of 20% on the amount of the fine;

- 38.13.2.** Failure to adopt measures to repair the effects of the infraction, within the deadlines and under the terms indicated by the GRANTING AUTHORITY: increase of 20% on the amount of the fine
 - 38.13.3.** Exposure to the risk of physical integrity of USERS and third parties: 20% increase on the amount of the fine;
 - 38.13.4.** Destruction of public property: 20% increase on the amount of the fine;
 - 38.13.5.** The infraction was committed through fraud or bad faith: increase of 30% on the amount of the fine;
 - 38.13.6.** The practice of the infraction to facilitate or ensure the execution, concealment, impunity or advantage of another infraction: increase of 30% on the amount of the fine;
 - 38.13.7.** Irreversible damage to the SERVICES, FINALISTIC SERVICES, USERS and/or third parties results from the infraction: 30% increase on the amount of the fine.
- 38.14.** The application of sanctions is not to be confused with the evaluation of the CONCESSIONAIRE's performance and its consequences, as provided for in the CONTRACT and in ANNEX 8 – KEY PERFORMANCE STANDARDS.
- 38.15.** The practice of an infraction may not give rise to illegal enrichment of the CONCESSIONAIRE, and the GRANTING AUTHORITY must ensure that the CONCESSIONAIRE is held responsible for the return or compensation of any and all advantages obtained from the perpetration of the infraction, and may, for this purpose, execute the CONTRACT PERFORMANCE GUARANTEE and/or adopt other pertinent administrative measures.
- 38.16.** The sanctions will be applied without prejudice to any intervention measure or declaration of expiration, as well as the application of other sanctions provided for in the CONTRACT and in the relevant legislation.
- 38.17.** The notification, application or compliance with the sanction does not exempt the CONCESSIONAIRE from ceasing the corresponding infraction and adopting any necessary remedial measures.

38.18. The application of the sanctions provided for in this clause does not exclude, under any circumstances, the obligation to fully repair the damage caused to the GRANTING AUTHORITY or to third parties.

38.19. Without prejudice to the application of liability for the commission of other infractions, in accordance with the provisions of this CONTRACT and its ANNEXES, the CONCESSIONAIRE will be sanctioned with a fine, according to the TABLE OF VIOLATIONS below.

38.20. The fine applicable to any of the infractions defined in the TABLE OF VIOLATIONS will be defined according to the respective level, fixed as a percentage of the MAXIMUM MONTHLY AVAILABILITY PAYMENT (CMM), in the following amounts:

LEVELS	AMOUNTS OF FINES
1	0.1% of the CMM
2	0.2% of the CMM
3	0.5% of the CMM
4	1.0% of the CMM
5	5.0% of the CMM

38.21. TABLE OF VIOLATIONS:

ITEM	INFRACTION	LEVEL	CLASSIFICATION
1	Delay in complying with the deadline for completion of the CONCESSION PHASES due to conduct imputed to the CONCESSIONAIRE, observing the deadlines and obligations defined in ANNEX 3 – CONCESSION PHASES	2	Per day
2	Delay in the obligations for the conclusion of the CONCESSION PHASES, provided that it is due to conduct imputed to the CONCESSIONAIRE.	3	Per day

ITEM	INFRACTION	LEVEL	CLASSIFICATION
3	Delay in the delivery of the INFRASTRUCTURE DEPLOYMENT SCHEDULE within the deadline defined in ANNEX 3 – CONCESSION PHASES	2	Per day
4	Delay in the delivery of the specification booklet within the period set out in ANNEX 3 – PHASES OF THE CONCESSION	1	Per day
5	Delay in the delivery of the ICT (Information and Communication Technology) Work Plan within the deadline defined in ANNEX 3 – CONCESSION PHASES	1	Per day
6	Delay in the delivery of the BASIC PROJECT within the deadline defined in ANNEX 3 – CONCESSION PHASES	2	Per day
7	Delay in the delivery of the EXECUTIVE PROJECT within the deadline defined in ANNEX 3 – CONCESSION PHASES	2	Per day
8	Failure to comply with the deadline indicated for making adjustments to the BASIC PROJECT or EXECUTIVE PROJECT, observing the provisions of ANNEX 3 – CONCESSION PHASES	2	Per day
9	Delay in the presentation of the triple list indicating the candidates to be hired as INDEPENDENT VERIFIER, under the terms of ANNEX 9 – INSPECTION AGENTS	1	Per day
10	Delay in the deadline for hiring the INDEPENDENT VERIFIER after selection by the GRANTING AUTHORITY, under the terms of ANNEX 3 – CONCESSION PHASES and ANNEX 9 – INSPECTION AGENTS	2	Per day
11	Delay in the delivery of the Work Plans and Standard Operating Procedures (POP) for each SERVICE, within the period defined in ANNEX 3 – CONCESSION PHASES	2	Per day

ITEM	INFRACTION	LEVEL	CLASSIFICATION
12	Delay in the delivery of the TRANSFER SCHEDULE FOR THE CURRENT HOSPITAL UNITS and LACEN, within the period defined in ANNEX 3 – CONCESSION PHASES, provided that it is due to conduct imputed to the CONCESSIONAIRE	2	Per day
13	Failure to comply with the indicated deadline, observing the provisions of ANNEX 3 – CONCESSION PHASES, for making adjustments to the documents referring to PHASE 1 – PLANNING and PHASE 2 – CONSTRUCTION (INFRASTRUCTURE DEPLOYMENT SCHEDULE; specification booklet; ICT PLAN; Work Plans and SOPs; TRANSFER PLAN)	1	Per day
14	Failure to comply with the deadline for completion of the INFRASTRUCTURE DEPLOYMENT, in accordance with the INFRASTRUCTURE DEPLOYMENT SCHEDULE approved by the GRANTING AUTHORITY	4	Per day
15	Failure to anticipate PHASE 3 – PARTIAL OPERATION, after sending notification to this effect to the GRANTING AUTHORITY, according to ANNEX 3 – CONCESSION PHASES.	3	Per violation
16	Failure to comply with the deadline indicated for correction of inadequacies found in the INFRASTRUCTURE DEPLOYMENT INSPECTION REPORT, under the terms of ANNEX 3 – CONCESSION PHASES	4	Per day
17	Failure to comply with the deadline indicated for correction of inadequacies found by the INFRASTRUCTURE DEPLOYMENT INSPECTION REPORT, after the issuance of the TERM OF ACCEPTANCE OF THE CAPEX BUYDOWN PAYMENT EVENT, under the terms of ANNEX 3 – CONCESSION PHASES	4	Per day

ITEM	INFRACTION	LEVEL	CLASSIFICATION
18	Failure to comply with the deadline indicated for correction of inadequacies found by the INFRASTRUCTURE DEPLOYMENT INSPECTION REPORT, after the issuance of the last TERM OF ACCEPTANCE OF THE CAPEX BUYDOWN PAYMENT EVENT, under the terms of ANNEX 3 – CONCESSION PHASES	5	Per day
19	Failure to obtain the necessary licenses and authorizations for the execution of the WORKS in accordance with the risk matrix established by the CONTRACT	4	Per violation
20	Not to start the partial operation of any module of the HOSPITAL COMPLEX or LACEN, within the deadlines established in ANNEX 3 – CONCESSION PHASES, after the issuance of the respective SERVICE ORDER by the GRANTING AUTHORITY	4	Per day
21	Fail to implement and/or operate a call center to receive comments, criticisms and complaints from USERS and employees of the HOSPITAL COMPLEX or LACEN, according to ANNEX 7 – SPECIFICATIONS	5	Per violation
22	Failure to keep all personnel under their responsibility on duty properly uniformed and wearing adequate personal protective equipment – PPE and collective – EPC.	3	Per violation
23	Failure to register in the computerized systems according to ANNEX 7 – SPECIFICATIONS (example: HOSPITAL INFORMATION SYSTEM and LABORATORY INFORMATION SYSTEM) the information determined by the CONTRACT and its ANNEXES	2	Per violation
	Failure to keep all personnel under their responsibility on duty properly uniformed and carrying a badge in a visible place.	2	Per violation

ITEM	INFRACTION	LEVEL	CLASSIFICATION
24	Failure to obtain the necessary licenses and authorizations for the execution of the SERVICES, in line with the risk matrix established by the CONTRACT	4	Per violation
25	Failure to meet the minimum specifications volumetry, specifications, technical and functional requirements pointed out as mandatory in ANNEX 6 – EQUIPMENT AND FURNITURE	4	Per violation
26	Failure to comply with obligations (which are not measured by the KEY PERFORMANCE INDICATORS) in relation to the SERVICES according to the activities and requirements set forth in ANNEX 7 – SPECIFICATIONS, without direct impact on the provision of the FINALISTIC SERVICES	2	Per violation
27	Failure to comply with obligations (which are not measured by the KEY PERFORMANCE INDICATORS) in relation to the SERVICES according to the activities and requirements set forth in ANNEX 7 – SPECIFICATIONS, with a direct impact on the provision of FINALISTIC SERVICES	4	Per violation
28	Failure to communicate to the GRANTING AUTHORITY, the sale, replacement, disposal or transfer of possession of the REVERSIBLE ASSETS	1	Per violation
29	Failing to promptly replace the RECOVERABLE ASSETS in the event of alienation, transfer of possession, or end of useful life.	4	Per violation
30	Failure to comply with the deadline for preparation, updating and submission of the INVENTORY to the GRANTING AUTHORITY	1	Per day

ITEM	INFRACTION	LEVEL	CLASSIFICATION
31	Failure to register REVERSIBLE ASSETS in the INVENTORY due to fault or willful misconduct of the CONCESSIONAIRE	2	Per violation
32	To dispose of any movable assets that qualify as REVERSIBLE ASSETS, in the last 2 (two) years of the CONTRACTUAL TERM, without first obtaining the prior consent of the GRANTING AUTHORITY	4	Per violation
33	Fail to carry out the technological update observing the terms and parameters established in the CONTRACT	4	Per violation
34	Not keeping the PERFORMANCE GUARANTEE in force under the terms of the CONTRACT.	2	Per day
35	Do not recompose or readjust the value of the PERFORMANCE GUARANTEE.	2	Per violation
36	Do not contract or maintain in force the insurance policies under the terms of the CONTRACT.	2	Per day
37	Failure to prove the contracting and validity of the insurance policies.	2	Per violation
38	Do not indicate the GRANTING AUTHORITY as co-insured of all insurance policies contracted.	5	Per violation
39	Failure to inform, in advance to the GRANTING AUTHORITY, the changes in the insurance contracts or policies provided for in the CONTRACT.	3	Per violation
40	Failure to provide the information and clarifications that are requested by the GRANTING AUTHORITY, within 10 (ten) business days, except in the case of a different legal or contractual term	2	Per violation

ITEM	INFRACTION	LEVEL	CLASSIFICATION
41	Not maintaining minimum paid-in share capital, under the terms of the CONTRACT	1	Per day
42	Failure to comply with the deadline for payment of the share capital	4	Per day
43	Failure to communicate to the GRANTING AUTHORITY a change in the shareholding composition that does not imply a change in CONTROL	3	Per violation
44	Failure to submit to the GRANTING AUTHORITY a copy of the financing and guarantee agreements that it may enter into, as well as documents representing the securities that it may issue, and any changes to these instruments	1	Per violation
45	Failure to obtain ISO 9001 certification within the period indicated in ANNEX 7 – SPECIFICATIONS	2	Per day
46	Failure to obtain the ONA Qualification Seals, due to non-compliance with the obligations of the CONCESSIONAIRE necessary for certification	2	Per violation /By Badge
47	Delay in the delivery to the GRANTING AUTHORITY, of the OPERATIONAL DEMOBILIZATION PLAN within the period provided for in the CONTRACT.	2	Per day
48	Fail to immediately report to the GRANTING AUTHORITY any occurrence or accident that puts at risk the socio-environmental and patrimonial integrity of the CONCESSION AREA and/or the USERS, professionals of the GRANTING AUTHORITY and/or the FINALISTIC SERVICES team	3	Per violation
49	Change of subcontractor that is in charge of the WORKS, without prior consent of the GRANTING AUTHORITY	4	Per violation
50	Failure to present economic, accounting, technical, financial and other information related to the execution of the CONTRACT, within the deadlines informed in the CONTRACT.	2	Per violation

ITEM	INFRACTION	LEVEL	CLASSIFICATION
51	Not maintaining the technical, legal, fiscal and/or economic-financial qualification conditions presented in the tender, required according to the moment of contractual execution and proportionality with the remaining obligations of the CONCESSIONAIRE in accordance with the rules of the CONTRACT	5	Per violation
52	Obtain, in accordance with ANNEX 8 – KEY PERFORMANCE STANDARDS, a score lower than 50% (fifty percent) for two consecutive quarters or for five non-consecutive quarters in a period of 2 (two) years	5	Per violation
53	Failure to provide the documents, information and clarifications that are requested by the INDEPENDENT VERIFIER, within a maximum period of 15 (fifteen) days, if no other deadline is agreed between the interested parties.	3	Per violation
54	Omission or transmission of false information to the INSPECTION AGENTS and/or the GRANTING AUTHORITY	4	Per violation
55	Within the scope of the selection of the INDEPENDENT VERIFIER, successive indications that do not meet the requirements set forth in ANNEX 9 – INSPECTION AGENTS resulting from bad faith, willful misconduct or fault of the CONCESSIONAIRE and make it impossible to meet the minimum required number of companies or consortium of approved companies	4	Per violation
56	Impose, in the contract with an INDEPENDENT VERIFIER, conflicting conditions regarding the provisions of the CONTRACT and its ANNEXES	5	Per violation

ITEM	INFRACTION	LEVEL	CLASSIFICATION
57	Failure to prepare and/or implement programs, plans and other socio-environmental obligations, according to the deadlines and provisions provided for in ANNEX 4 – MINIMUM SOCIAL AND ENVIRONMENTAL GUIDELINES	4	Per violation
58	Failure to update socio-environmental programs and plans, according to the deadlines and provisions provided for in ANNEX 4 – MINIMUM SOCIAL AND ENVIRONMENTAL GUIDELINES	3	Per violation
59	Failure to comply with programs, plans and other socio-environmental obligations provided for in ANNEX 4 – MINIMUM SOCIAL AND ENVIRONMENTAL GUIDELINES	4	Per violation
60	Failure to adopt the necessary measures for the recovery of environmental liabilities indicated in ANNEX 4 – MINIMUM SOCIAL AND ENVIRONMENTAL GUIDELINES or in the approved ENVIRONMENTAL LIABILITIES REPORT	4	Per violation
61	Failure to appoint representatives of the COMMISSIONS, THE DECISION-MAKING COMMITTEE OF THE GRANTING AUTHORITY and the DISPUTE RESOLUTION GROUP within the deadlines provided for in ANNEX 3 – CONCESSION PHASES and ANNEX 12 – GOVERNANCE	3	Per violation
62	Not participating in the meetings of the COMMISSIONS, as well as not collaborating for the smooth running of the COMMISSIONS, as well as not presenting the necessary information when agreed within the scope of these COMMISSIONS	3	Per violation
63	Exploiting ANCILLARY REVENUE in disagreement with the rules of the CONTRACT	5	Per violation

ITEM	INFRACTION	LEVEL	CLASSIFICATION
64	Failures or omissions in the accounting of ANCILLARY REVENUE that impact the sharing with the GRANTING AUTHORITY	4	Per violation
65	To transfer the CONTROL of the CONCESSIONAIRE without prior and express manifestation of the GRANTING AUTHORITY, in accordance with clause 13 of the CONTRACT	5	Per violation
66	Not submit to the prior consent of the GRANTING AUTHORITY the acts and operations described in subclause 13.11. of the CONTRACT, in the manner and within the period described in said subclause.	4	Per infringement
67	Failure to communicate to the GRANTING AUTHORITY the acts and operations described in subclause 13.12. of the CONTRACT, in the manner and within the period described in said subclause.	2	Per violation
68	Obtain twice a score lower than 50% (fifty percent) in the same KEY PERFORMANCE INDICATOR, according to ANNEX 8 - KEY PERFORMANCE STANDARDS, in 2 (two) consecutive quarters or 5 (five) non-consecutive quarters in a period of 2 (two) years	2	Per violation
69	Fail to provide certification of your COMPLIANCE PROGRAM as provided for in subclause 15.3	4	Per violation

38.22. In the event of an infraction for which there is no specific fine in the TABLE OF VIOLATIONS, this will be calculated using as reference the values provided for similar infractions typified in the TABLE OF VIOLATIONS, always respecting the minimum and maximum values provided for in subclause 38.19, observing the criteria of subclause 38.11.

38.23. In the continuous infractions provided for in the TABLE OF VIOLATIONS, the GRANTING AUTHORITY may grant a new deadline for correction of the irregularities within a technically feasible period.

38.23.1. Failure to comply with the obligation within the new stipulated period will result in the collection of a late payment fine at the rate of 1% (one percent) per day on the amount of

the penalty applied, from the first day following the expiration of the stipulated period until the fulfillment of the obligation.

38.23.2. Late payment fines, when applied, may not exceed the amount of the portion of the obligation not yet fulfilled.

38.23.3. After the period indicated by the GRANTING AUTHORITY and if the CONCESSIONAIRE has corrected the irregularity pointed out, the penalty will be restricted to the amount provided for in the TABLE OF VIOLATIONS, without the incidence of the late payment fine described in subclause 38.23.1.

38.24. The application of a late payment fine will not prevent the GRANTING AUTHORITY from converting it into a compensatory fine and promoting the unilateral termination of the CONTRACT with the cumulative application of other sanctions provided for in this CONTRACT and in the relevant legislation.

38.25. The fines applicable to infractions of a continuous nature will be levied from the date of the beginning of the non-compliance with the obligation until the date of resumption of the fulfillment of the obligation, or from the date of expiration of the period established, contractually or by determination of the GRANTING AUTHORITY, until the date on which the fulfillment of the obligation or compliance with the determination is verified, without the need for a new subpoena to do so.

38.26. For the purpose of ceasing the calculation of the fine applicable to infractions of a continuous nature, it shall be incumbent upon the CONCESSIONAIRE to communicate to the GRANTING AUTHORITY the resumption of compliance with the contractual obligation or compliance with the established determination, presenting unequivocal evidence of the alleged facts, by forwarding reports containing reports, including photographic, if necessary, or by other means capable of proving the information presented.

38.27. In the cases in which a conduct corresponds to more than one infraction, among those provided for in the TABLE OF VIOLATIONS, the principle of specialty will be observed, applying the penalty corresponding to the most specific infraction, prohibiting the accumulation of a more generic infraction related to the same conduct.

CLAUSE 39 ADMINISTRATIVE PROCEDURE FOR THE APPLICATION OF SANCTIONS

- 39.1.** The application of sanctions will be preceded by a punitive administrative proceeding, subject to the provisions of the applicable legislation, especially Federal Law No. 14,133/2021, and, alternatively, as applicable, State Law No. 14,184/2002 and State Decree No. 45,902/2012, or other laws that may replace them.
- 39.2.** The application of sanctions begins with the initiation of a punitive administrative proceeding and the notification of the CONCESSIONAIRE by the GRANTING AUTHORITY, in writing, and in a reasoned manner, with the reasons that gave rise to it and the indication of the applicable sanctions.
- 39.3.** Upon receipt of the notification, the CONCESSIONAIRE shall be immediately summoned to exercise the adversarial and full defense, with a period of 15 (fifteen) business days to present a defense.
- 39.4.** Within the period provided for in the subclause above, the CONCESSIONAIRE may present a written defense and specify evidence that it intends to produce.
- 39.5.** In the event that the production of new evidence is granted or evidence deemed dispensable by the responsible authority is granted, the CONCESSIONAIRE may present it within 15 (fifteen) business days from the date of the summons.
- 39.6.** Within the same period for the presentation of a defense, the CONCESSIONAIRE must demonstrate the regularization of the failure related to the infraction imputed by the GRANTING AUTHORITY.
- 39.7.** When the infraction entails the application of sanctions of impediment to tender and contract with the direct or indirect Public Administration of the State of Minas Gerais or declaration of ineligibility to tender or contract with the PUBLIC ADMINISTRATION, the punitive administrative proceeding shall be conducted by a commission composed of 2 (two) or more effective servants, and observe the provisions of article 158 of Law No. 14,133/2021 or other legislation that may replace it.
- 39.8.** Once the procedural instruction is concluded, the GRANTING AUTHORITY will summon the CONCESSIONAIRE to present final allegations, within 15 (fifteen) business days, and will decide on the application of the sanction.
- 39.9.** The application of the sanction of declaration of disqualification will be the exclusive competence of the highest authority of the GRANTING AUTHORITY, under the terms provided for in article 156, paragraph 6, I of Federal Law No. 14,133/2021 or other legislation that may replace it.

- 39.10.** After the administrative decision, the CONCESSIONAIRE is allowed to file an appeal within 15 (fifteen) business days, counted from the notification of the act.
- 39.11.** The appeal will be addressed to the authority that issued the appealed decision, which, if it does not reconsider it within 5 (five) business days, will forward the appeal with its motivation to the higher authority, which must issue its decision within a maximum period of 20 (twenty) business days, counted from the receipt of the records.
- 39.12.** In the event of the sanction of a declaration of ineligibility, a request for reconsideration will only be allowed within 15 (fifteen) business days, counted from the date of the summons, and will be decided within a maximum period of 20 (twenty) business days, counted from its receipt, as provided for in article 167, of Federal Law No. 14,133/2021 or other legislation that may replace it.
- 39.13.** The appeal and the request for reconsideration will have suspensive effect on the act or decision appealed until a final decision is taken by the competent authority.
- 39.14.** After a final decision in a regular administrative proceeding, with the CONCESSIONAIRE guaranteed ample defense and adversarial proceedings, at the discretion of the GRANTING AUTHORITY, the fines may be subject to monetary compensation with future payments due by the GRANTING AUTHORITY, in accordance with the CONTRACT, including by discounting the amounts due as EFFECTIVE MONTHLY AVAILABILITY PAYMENT.
- 39.15.** If the GRANTING AUTHORITY opts for the compensation modality by means of a discount on the EFFECTIVE MONTHLY AVAILABILITY PAYMENT, it must respect a monthly discount of a maximum of 10% (ten percent) on the EFFECTIVE MONTHLY AVAILABILITY PAYMENT.
- 39.15.1.** If the amounts of the fine exceed the maximum percentage allowed in the subclause above, the discount equivalent to the amount of the fine shall be paid in as many installments of EFFECTIVE MONTHLY AVAILABILITY PAYMENT as necessary to meet the full payment of the fine, respecting the monthly discount limit.
- 39.15.2.** The discount on the EFFECTIVE MONTHLY COMPENSATION may be waived if the CONCESSIONAIRE proves, in a document jointly signed with the LENDER, that the aforementioned discount will impact the compliance with the covenants of its FINANCING.
- 39.15.3.** In the case provided for in the subclause above, the penalty shall be paid, at the discretion of the GRANTING AUTHORITY, by means of a discount on the EFFECTIVE MONTHLY

AVAILABILITY PAYMENT in a percentage lower than that provided for in subclause 39.15, provided that it is agreed between the PARTIES, by the other means indicated in subclause 39.16, or by direct payment to the GRANTING AUTHORITY.

- 39.16.** The payment of fines may be converted into investments to be made by the CONCESSIONAIRE, provided that it is approved by the GRANTING AUTHORITY, in accordance with its discretion, and that the new investments do not harm or replace the CONCESSIONAIRE's pre-existing obligations, subject to the governing legislation.
- 39.17.** If the GRANTING AUTHORITY does not opt for any of the above options, the GRANTING AUTHORITY will issue a collection document against the CONCESSIONAIRE, which must pay the amount within 5 (five) business days, counted from the date of receipt of the notification
- 39.18.** After the decision of any appeal filed by the CONCESSIONAIRE and after the period has elapsed without payment by the CONCESSIONAIRE, the GRANTING AUTHORITY may enforce the amount of the fine by means of the CONTRACT PERFORMANCE GUARANTEE.
- 39.19.** Failure to pay the fine within the stipulated period will result in the automatic incidence of monetary adjustment, as well as default interest corresponding to the variation, pro rata, of the SELIC rate, from the date of the respective maturity until the date of effective payment.
- 39.20.** If the practice of 2 (two) or more infractions by the CONCESSIONAIRE is ascertained in the same proceeding, the penalties imposed shall be applied cumulatively if the infractions are not identical.
- 39.21.** In the case of sanctions applied as a result of the same type of breach of contract, in relation to which several records have been drawn up, they will be brought together in a single proceeding.
- 39.22.** If the CONCESSIONAIRE chooses to acknowledge the commission of the infraction by the end of its first deadline for manifestation and does not present a prior defense, it may pay the fine with a discount of 20% (twenty percent) of its value, without prejudice to other sanctions that may be applied.
- 39.23.** If the CONCESSIONAIRE chooses not to file an appeal, acknowledging the commission of the infraction before the deadline for filing, the CONCESSIONAIRE may pay the fine with a discount of 10% (ten percent) of its value.

39.24. In infractions that are proven to result from force majeure and/or fortuitous events and/or constitute the unenforceability of different conduct, no penalty will be applicable to the CONCESSIONAIRE, provided that the event beyond the fault and responsibility of the CONCESSIONAIRE is the direct and immediate reason for the infraction conduct.

39.24.1. If it is identified that the infraction would have occurred, even if hypothetically the event of force majeure and/or fortuitous event did not occur, a penalty will be applied to the CONCESSIONAIRE.

39.24.2. For the purposes of applying penalties, the following are considered:

39.24.2.1. Force majeure and fortuitous event: the event so defined in the form of civil law and which is the direct and immediate cause of a violation within the scope of the CONTRACT;

39.24.2.2. Unenforceability of different conduct: the situation that, despite constituting an infraction provided for in this CONTRACT, does not result from the fault of the CONCESSIONAIRE, which diligently adopted the measures that were incumbent on it to produce a different result, duly demonstrated and unequivocally proven in the corresponding process.

GOVERNANCE AND CONFLICT RESOLUTION

CLAUSE 40 GOVERNANCE STRUCTURE

40.1. The PARTIES shall establish the COMMISSIONS, the DISPUTE RESOLUTION GROUP and the CONTRACT MANAGEMENT COMMITTEE, as provided for in ANNEX 12 – GOVERNANCE, which will govern the governance for the solution of any divergences, conflicts and controversies, whether of a technical or economic and financial nature.

CLAUSE 41 ARBITRATION

41.1. Any disagreements between the PARTIES that have not been resolved amicably, pursuant to Clause 40 and ANNEX 12 – GOVERNANCE, may be settled by means of arbitration, pursuant to Law No. 9,307/1996 or other legislation that may replace it.

- 41.2.** The provisions of the subclause above apply exclusively to the property rights available, pursuant to article 151 of Federal Law No. 14,133/2021.
- 41.3.** The submission of any matter to arbitration does not exonerate the PARTIES from timely and timely compliance with the provisions of this CONTRACT, including the determinations issued by the GRANTING AUTHORITY prior to the date of submission of the matter to arbitration, until a final decision in relation to the matter discussed is rendered.
- 41.4.** The PARTY requesting the initiation of the arbitration proceeding shall indicate, at the time of filing its claim, the chamber responsible for administering the dispute, which shall be chosen pursuant to State Law No. 19,477/2011.
- 41.4.1.** The arbitration proceeding shall comply with the Rules of the Arbitration Chamber adopted, as well as the provisions of Law No. 9,307/96 and State Law No. 19,477/2011, as well as the provisions contained in this CONTRACT.
- 41.5.** The arbitration will be conducted in the municipality of Belo Horizonte, using Portuguese as the official language for the practice of any and all acts.
- 41.6.** The CONCESSIONAIRE shall bear the costs of the Arbitration Chamber's contracting procedure and the entire proceeding until the arbitral award is rendered, regardless of the PARTY requesting the initiation of the arbitration.
- 41.6.1.** The possibility of setting attorneys' fees in decisions rendered by the Arbitral Tribunal or the Dispute Resolution Group is excluded.
- 41.7.** The Arbitral Tribunal shall be composed of 3 (three) arbitrators of recognized suitability and knowledge of the matter to be decided, and each PARTY shall appoint one of them, the third being responsible for presiding over the Arbitration Court, chosen by mutual agreement by the arbitrators appointed by the PARTIES.
- 41.8.** If there is no consensus among the arbitrators chosen by each PARTY, the third arbitrator shall be appointed by the arbitral body or entity conducting the arbitration, subject to the applicable terms and conditions set forth in its rules.

- 41.9.** If it is necessary to obtain a precautionary or urgent measure before the constitution of the Arbitration Court, or even during the amicable dispute resolution procedure, the PARTIES may request them directly from the Judicial Court.
- 41.10.** The effectiveness of the precautionary or urgent measure ceases if the interested PARTY does not request the institution of arbitration within 30 (thirty) days, counted from the EFFECTIVENESS DATE of the respective decision.
- 41.10.1.** If such measures are necessary after the institution of the arbitration, its request must be made directly to the Arbitral Tribunal.
- 41.11.** The arbitral awards shall be final for the disagreement and shall be binding on the PARTIES and their successors.
- 41.12.** In the absence of an CONTRACT between the PARTIES regarding the establishment of the Arbitration Court for the resolution of conflicts, the PARTIES elect the jurisdiction of the District of Belo Horizonte, State of Minas Gerais, as the only competent forum to settle any doubts, questions, controversies or disputes arising from or related to this CONTRACT, expressly waiving any other jurisdiction, no matter how privileged it is or will be.

INTERVENTION OF THE GRANTING AUTHORITY

CLAUSE 42 INTERVENTION

- 42.1.** The GRANTING AUTHORITY may, without prejudice to the applicable sanctions and liabilities incurred, at any time, when the forfeiture is not justified, intervene in the CONCESSION to ensure the regularity and adequacy of the WORKS, the continuity of the SERVICES and/or the compliance with the pertinent contractual, regulatory and legal rules by the CONCESSIONAIRE.
- 42.2.** Among the situations that require intervention, the following are included:
- 42.2.1.** Cessation or interruption, in whole or in part, by the CONCESSIONAIRE, of the execution of the INFRASTRUCTURE DEPLOYMENT or of the management, maintenance, operation and exploitation activities of the SERVICES in the HOPE HEALTH COMPLEX, as provided for in this CONTRACT and its ANNEXES;

- 42.2.2.** Serious deficiencies in the organization of the CONCESSIONAIRE that compromise the fulfillment of the obligations and charges assumed under the CONCESSION;
 - 42.2.3.** Serious deficiencies in the development of the activities object of this CONTRACT;
 - 42.2.4.** Situations that endanger the environment, the safety of people or property, the treasury or the public health of the population;
 - 42.2.5.** Serious and/or repeated breaches of the obligations of this CONTRACT;
 - 42.2.6.** Use of the CONCESSION AREA for illegal purposes;
 - 42.2.7.** Omission in rendering accounts to the GRANTING AUTHORITY or offering an obstacle to its inspection activity.
- 42.3.** Any additional costs arising from the intervention in the public interest will give rise to the recomposition of the economic and financial balance of the CONTRACT.
- 42.4.** The instrument of decree of intervention shall indicate:
- 42.4.1.** The reasons for the intervention and its necessity;
 - 42.4.2.** The deadline;
 - 42.4.3.** The objectives and limits of the intervention; and
 - 42.4.4.** The name and qualification of the intervenor.
- 42.5.** Once the intervention is decreed, the GRANTING AUTHORITY will have a period of 30 (thirty) days to initiate an administrative proceeding with a view to proving the determining causes of the measure and ascertaining responsibilities, which must be conducted by the GRANTING AUTHORITY and concluded within one hundred and eighty (180) days, under penalty of considering the intervention invalid, and the CONCESSIONAIRE will be assured of the adversarial and full defense.

- 42.6.** The declaration of the intervention will lead to the immediate removal of the CONCESSIONAIRE's managers, without affecting the regular course of its business or its normal operation.
- 42.7.** The function of intervenor may fall on an agent of the GRANTING AUTHORITY's staff, a specifically appointed person, collegiate or company, and the CONCESSIONAIRE shall assume the costs of remuneration, if necessary.
- 42.8.** The intervenor shall render accounts and be personally liable for the acts he performs.
- 42.9.** The acts of the intervenor shall be appealed to the GRANTING AUTHORITY.
- 42.10.** For acts of alienation and disposition of the assets of the CONCESSIONAIRE, prior authorization from the GRANTING AUTHORITY will be required.
- 42.10.1.** Intervention shall not be declared when, in the judgment of the GRANTING AUTHORITY, it is deemed ineffective, unjustly beneficial to the CONCESSIONAIRE, or unnecessary.
- 42.11.** The nullity of the intervention will be declared if it is proven that the GRANTING AUTHORITY did not observe the legal and regulatory prerequisites, or the principles of PUBLIC ADMINISTRATION, and the CONCESSION must be immediately returned to the CONCESSIONAIRE, without prejudice to its right to compensation.
- 42.12.** Once the intervention has ceased and the CONCESSION has not been extinguished, the activities related to the execution of the CONTRACT will revert to the responsibility of the CONCESSIONAIRE.
- 42.13.** The GRANTING AUTHORITY may, during the period of the intervention, suspend or reduce the payments of the MONTHLY AVAILABILITY PAYMENT, to the extent proportional to the interruption or reduction in the provision of the SERVICES by the CONCESSIONAIRE.

TERMINATION OF THE CONTRACT

CLAUSE 43 SITUATIONS OF TERMINATION

- 43.1.** The CONCESSION will be terminated, in compliance with the applicable legal rules, when the following occurs:

- 43.1.1.** Expiration of the contractual term;
 - 43.1.2.** Expropriation;
 - 43.1.3.** Forfeiture;
 - 43.1.4.** Contract termination;
 - 43.1.5.** Annulment;
 - 43.1.6.** Bankruptcy and dissolution of the CONCESSIONAIRE;
 - 43.1.7.** Fortuitous event or force majeure, regularly proven, preventing the execution of the CONTRACT.
- 43.2.** Once the CONCESSION is terminated, all REVERSIBLE ASSETS, rights and privileges transferred to the CONCESSIONAIRE shall return to the GRANTING AUTHORITY, as provided for in this CONTRACT.
- 43.3.** Within 12 (twelve) months prior to the termination of the CONCESSION, the CONCESSIONAIRE shall prepare the INTERIM REVERSAL REPORT, submitting it for approval by the GRANTING AUTHORITY.
- 43.4.** The INTERIM REVERSAL REPORT will portray the situation of the REVERSIBLE ASSETS and determine their acceptance by the GRANTING AUTHORITY or indicate the need for repairs or replacements under the responsibility of the CONCESSIONAIRE that ensure compliance with the maintenance duty contained in the REVERSIBLE ASSETS.
- 43.4.1.** Any repairs or replacements will be carried out by the CONCESSIONAIRE and must be included in the OPERATIONAL DEMOBILIZATION PLAN.
- 43.5.** Changes and substitutions must be duly justified, especially as to their convenience, necessity and economy.

- 43.6.** Changes and substitutions made with the purpose of giving concreteness to the duty of maintenance of the REVERSIBLE ASSETS by the CONCESSIONAIRE will not generate the right to indemnification or compensation in favor of the CONCESSIONAIRE.
- 43.7.** If the GRANTING AUTHORITY finds that the CONCESSIONAIRE has failed to comply with the duty to maintain the REVERSIBLE ASSETS, it shall determine the opening of due process for the possible application of a sanction against the CONCESSIONAIRE.
- 43.8.** The CONCESSIONAIRE will promote the withdrawal of all non-reversible assets, in accordance with the deadline to be agreed upon in the OPERATIONAL DEMOBILIZATION PLAN approved by the GRANTING AUTHORITY.
- 43.9.** Once the non-reversible assets have been removed and the full compliance with the OPERATIONAL DEMOBILIZATION PLAN approved by the GRANTING AUTHORITY has been verified, the CONCESSIONAIRE shall prepare the DEFINITIVE REVERSAL REPORT, within 30 (thirty) days, and the GRANTING AUTHORITY shall approve it within 15 (fifteen) days, with the purpose of releasing the CONCESSIONAIRE from all obligations inherent to the reversion of assets.
- 43.10.** While the DEFINITIVE REVERSAL REPORT is not issued, the CONTRACT PERFORMANCE GUARANTEE will not be released.
- 43.11.** The GRANTING AUTHORITY may, at its sole discretion, succeed the CONCESSIONAIRE in the lease or rental contracts of assets essential to the provision of the SERVICES.
- 43.12.** In the event of termination of the CONCESSION, the GRANTING AUTHORITY may, depending on the event that motivated the termination of the CONTRACT and in accordance with the provisions of this chapter:
- 43.12.1.** Assume, directly or indirectly, the performance of the obligations of the CONTRACT, at the location and in the condition in which they are found;
 - 43.12.2.** Occupy and utilize the locations, facilities, equipment, materials, and employ personnel engaged in the performance of the obligations of the CONTRACT, necessary for its continuity;
 - 43.12.3.** Apply the appropriate penalties;

- 43.12.4.** Retain and execute the CONTRACT PERFORMANCE GUARANTEE and insurance, when applicable, for the collection of administrative fines and reimbursement of any losses caused by the CONCESSIONAIRE.
- 43.13.** The GRANTING AUTHORITY may promote a new tender process for the object of the CONTRACT, attributing to the future winner the burden of payment of the indemnity resulting from the termination of the CONTRACT, either directly to the FINANCERS of the former CONCESSIONAIRE, or directly to the latter, as the case may be.
- 43.14.** The provisions of subclause 43.13 do not remove or prejudice the right of the CONCESSIONAIRE to adopt collection measures, from the moment the indemnity becomes due, and until its payment occurs.
- 43.15.** During the CONTRACTUAL TERM, the CONCESSIONAIRE shall authorize the entry into the CONCESSION AREA, by the GRANTING AUTHORITY or third parties authorized by it, to carry out studies or technical visits aimed at the promotion or continuation of tender processes, observing, if applicable, rules or procedures established by the CONCESSIONAIRE to mitigate any impacts that such tickets may cause to the activities developed in the CONCESSION AREA.

CLAUSE 44 CONTRACTUAL TERM AND TERMINATION

- 44.1.** The CONCESSION is extinguished when the CONTRACTUAL TERM expires, consequently ending the contractual relations between the PARTIES, with the exception of those expressly provided for in this CONTRACT and post-contractual obligations attributed to the CONCESSIONAIRE and the GRANTING AUTHORITY.
- 44.2.** Upon the advent of the final contractual term, without prejudice to any subrogation of the SUCCESSOR in the contracts in progress, the CONCESSIONAIRE will be entirely and exclusively responsible for the termination of any contractual relationships to which it is a party, entered into with third parties, and the GRANTING AUTHORITY will not assume any responsibility or burden in relation to such contracts.
- 44.2.1.** The GRANTING AUTHORITY shall not assume, except in the event of the exercise of the prerogative of subrogation in contracts entered into by the CONCESSIONAIRE, any responsibility or burden as to the contracts entered into by the CONCESSIONAIRE, and no

compensation shall be due to the CONCESSIONAIRE or to third parties for the termination of such contractual relations.

- 44.3.** The CONCESSIONAIRE shall take the necessary measures to facilitate the negotiations between the GRANTING AUTHORITY and the third parties hired by it in order to ensure the possibility of exercising the prerogative mentioned in subclause 44.2.1.
- 44.4.** It is the CONCESSIONAIRE's obligation to cooperate with the GRANTING AUTHORITY so that there is no interruption in the provision of the SERVICES or deterioration of the REVERSIBLE ASSETS, with the advent of the contractual term and consequent termination of this CONTRACT, and it must, for example, cooperate in the training, for the assumption of the SERVICE, of the GRANTING AUTHORITY's team, or of any SUCCESSOR, collaborating in the transition and in whatever is necessary for the continuity of the exploration and maintenance of the REVERSIBLE ASSETS, safeguarding situations of business secrecy duly justified and with the CONTRACT of the GRANTING AUTHORITY.
- 44.5.** In the last ORDINARY REVIEW that precedes the end of the CONTRACTUAL TERM, the PARTIES must anticipate any investments necessary for the demobilization, and such investments must be amortized until the advent of the CONTRACTUAL TERM.
- 44.6.** With the advent of the contractual term, the CONCESSIONAIRE will not be entitled to any indemnity related to investments in REVERSIBLE ASSETS.

CLAUSE 45 GENERAL REGULATION OF INDEMNIFICATION

- 45.1.** In the event of early termination of this CONTRACT, the CONCESSIONAIRE shall be entitled to indemnification, pursuant to article 36 of Federal Law No. 8,987/95, or legislation that replaces it, of the portions of the investments made and linked to REVERSIBLE ASSETS, not yet amortized or depreciated, and shall consider, for the purposes of calculating the indemnity, the following methodological premises:
- 45.2.** The amortization method used in the calculation will be the straight line (constant amortization), considering the recognition of the REVERSIBLE ASSET and the shortest period between (i) the final CONTRACTUAL TERM, or (ii) the useful life of the respective REVERSIBLE ASSET;
- 45.2.1.** Any amounts accounted for as interest and other capitalizable financial expenses during PHASE 1 - PLANNING and PHASE 2 - CONSTRUCTION will not be considered;

- 45.2.2.** Any amounts recorded as capitalizable pre-operational expenses will not be considered, thus considered those incurred prior to the formal constitution of the SPECIAL PURPOSE COMPANY;
- 45.2.3.** Any amounts accounted for as construction margin will not be considered;
- 45.2.4.** Any acquisition goodwill will not be considered;
- 45.2.5.** Only costs and expenses that have been recognized by the CONCESSIONAIRE itself will be considered, and any costs and expenses recognized by shareholders or related parties of the CONCESSIONAIRE will not be considered, even if for the benefit of the activities developed within the scope of the CONTRACT;
- 45.2.6.** The value of the installments of investments linked to REVERSIBLE ASSETS not yet amortized or depreciated will be calculated from the intangible and/or financial assets of the CONCESSIONAIRE, and having as its final term the date of notification of the termination of the CONTRACT to the CONCESSIONAIRE, considering the accounting rules, notably the Technical Interpretation ICPC 01 (R1), related pronouncements and guidelines and, also, respective revisions, all issued by the Accounting Pronouncements Committee – CPC, duly updated according to the IPCA/IBGE from the contractual year of recognition of the investment until the contractual year of payment of the indemnity;
- 45.2.7.** The costs accounted for, in accordance with the system of subclause 45.2 above, will have the following maximum limit:
- 45.2.7.1.** for the investments originally provided for in the CONTRACT, the amounts indicated in ANNEX 13 – INVESTMENT SCHEDULE, duly updated according to the IPCA/IBGE from the original base date of the CONTRACT until the contractual year of payment of the indemnity;
- 45.2.7.2.** the amounts calculated for additional investments, provided for in a contractual amendment, duly updated according to the IPCA/IBGE of the contractual year of reference of the price provided for in the amendment until the contractual year of payment of the indemnity; and
- 45.2.7.3.** for other investments in REVERSIBLE ASSETS made, when there is no provision for a similar investment in ANNEX 13 – INVESTMENT SCHEDULE, the amounts to be

approved by the GRANTING AUTHORITY, considering estimable values at the time of the corresponding investments, based on invoices, contained in the PNCP, and/or similar supporting documents, duly updated according to the IPCA/IBGE of the contractual year of the base date of the value of these investments until the year contractual payment of the indemnity.

- 45.2.8.** The portions of investments linked to REVERSIBLE ASSETS not yet amortized or depreciated will not be accounted for, if such investments have been made with amounts from the CAPEX BUYDOWN PAYMENT.
- 45.3.** The REVERSIBLE ASSETS that have been incorporated into the assets of the CONCESSIONAIRE by means of donation or by means of indemnification by the GRANTING AUTHORITY shall not be part of the indemnifiable amount.
- 45.4.** Any costs with the repair and/or reconstruction of the REVERSIBLE ASSETS delivered in a situation different from that established in this CONTRACT and its ANNEXES will be deducted from the indemnifiable amount.
- 45.5.** The calculation of the indemnity carried out in the manner established in this and subsequent clauses, and its effective payment at the administrative level, when accepted by the CONCESSIONAIRE, shall correspond to the complete, general and unrestricted discharge as to what is due by the GRANTING AUTHORITY as a result of the termination, and the CONCESSIONAIRE may not demand, administratively or judicially, in any capacity, other indemnities, including for loss of profits and emerging damages.
- 45.6.** If the indemnity amounts, calculated in accordance with the provisions of this subclause and subsequent subclauses, are subject to tax incidence at the time of their payment, the amount to be paid shall be increased in order to ensure the receipt, by the CONCESSIONAIRE, of a net amount of taxes equivalent to the amount calculated for the indemnity.
- 45.7.** The amount of the indemnity due to the CONCESSIONAIRE, calculated based on the methodology provided for in this Chapter, shall be added or subtracted from the amount related to the balance of economic and financial imbalances, in favor, respectively, of the CONCESSIONAIRE or the GRANTING AUTHORITY, which are already net and payable after the closure of the administrative proceeding, in a decision from which there is no further appeal at the administrative level.

- 45.8.** From the indemnity due to the CONCESSIONAIRE, considering the provisions of subclause 45.6, and except in the event of forfeiture, the following shall be deducted, always in the order below and regardless of the consent of the CONCESSIONAIRE:
- 45.8.1.** the amounts received by the CONCESSIONAIRE as insurance coverage related to the events or circumstances that gave rise to the termination of the CONCESSION.
 - 45.8.2.** the balance due to the FINANCIERS related to FINANCING whose main scope is to raise funds for investments linked to REVERSIBLE ASSETS, plus the contractual interest agreed upon in the respective contractual instruments.
 - 45.8.3.** the amount of the fines imposed on the CONCESSIONAIRE within the scope of the execution of the CONTRACT, due to final and unappealable proceedings and/or sanctioning proceedings already concluded, in a decision from which no further administrative appeal is possible;
 - 45.8.4.** the value of the material damage proven to have been caused by the CONCESSIONAIRE to the GRANTING AUTHORITY, recognized in a decision no longer subject to administrative appeal.
- 45.9.** The amount described in subclause 45.1 may be paid by the GRANTING AUTHORITY directly to the FINANCIERS.
- 45.10.** The amount of the penalty, whose administrative proceeding is in progress, when the indemnity amounts are calculated, will be withheld from the amount of the indemnity until the end of the administrative proceeding with a decision from which no further appeal is possible, and this amount will be updated by the IPCA/IBGE, and paid to the CONCESSIONAIRE in the event of a favorable decision at the end of the administrative proceeding.
- 45.11.** In the event of forfeiture, the amounts provided for in subclauses 45.8.3 and 45.8.4 will have priority in the order of discounts, in relation to the amount provided for in subclause 45.8.1.
- 45.12.** The CONCESSIONAIRE's exemption in relation to the obligations arising from other financing agreements contracted by it for the fulfillment of the CONTRACT, not covered by subclause 45.8.2, may be carried out by:

- 45.12.1.** assumption, by the GRANTING AUTHORITY or by third parties contracted by it, by subrogation, before the FINANCCERS or creditors, by CONTRACT between such parties, of the remaining contractual obligations of the CONCESSIONAIRE, up to the limit of the amount due to the CONCESSIONAIRE after the discounts provided for in subclause 45.7, provided that there is CONTRACT between the FINANCCERS; or
- 45.12.2.** payment of indemnity to the CONCESSIONAIRE, limited to the amount of indemnity calculated as provided for in subclause 45.8, of all remaining debts that it maintains with FINANCCERS or creditors.
- 45.13.** The amount referring to the exemption referred to in subclause 45.11 shall be deducted from the amount of the indemnity due to the CONCESSIONAIRE and may not, under any circumstances, exceed the total amount of the indemnity due.
- 45.14.** The general rules of indemnities provided for herein are applicable to all cases of early termination, and the payment of indemnity for specific items contained in each of the early termination clauses set forth below must always be observed.

CLAUSE 46 EXPROPRIATION

- 46.1.** The GRANTING AUTHORITY may, at any time during the term of the CONTRACT, promote its resumption for a duly justified public interest, by means of a specific authorizing law and prior payment of indemnification, as provided for in this CONTRACT.
- 46.2.** In the event of expropriation, in addition to the provisions of Clause 45, the compensation due to the CONCESSIONAIRE shall cover all charges and burdens arising from fines, terminations and indemnities that may be due to suppliers, contractors and third parties in general, as a result of the early termination of contractual ties, and such amounts shall be compatible with those practiced in the market, especially in the case of related parties, and be expressly provided for in the contract or result from a court decision, and no amounts referring to loss of profits or similar amounts are included in the indemnity, even if provided for in the contracts entered into by the CONCESSIONAIRE.
- 46.3.** The compensation due as a result of the expropriation is limited to the amounts established in this Clause, and no other amounts are due as indemnities, loss of profits beyond those provided for in this Clause and/or emerging damages.

- 46.4.** The indemnity must be disbursed until the exact moment of the resumption of the CONCESSION as a condition for it to be resumed.

CLAUSE 47 FORFEITURE

- 47.1.** The total or partial non-performance of the CONTRACT, or of the duties imposed by law or regulation, will result, at the discretion of the GRANTING AUTHORITY, and subject to the provisions of this CONTRACT, the declaration of forfeiture of the CONCESSION, which will be preceded by a competent administrative proceeding, ensuring the due process of law, especially the right to full defense and adversarial proceedings by the CONCESSIONAIRE, after exhausting the possibilities of solution provided for in this CONTRACT, without prejudice to the application of contractual sanctions.
- 47.2.** The decision of the GRANTING AUTHORITY to declare the forfeiture of the CONCESSION, when one or more of the situations provided for in this Clause is present, involves a judgment of convenience and opportunity on the part of the GRANTING AUTHORITY, which may, in view of the peculiarities of the situation, decide to apply other measures provided for in the CONTRACT that, in its judgment, best meet the public interest, such as the application of penalties or the decree of intervention in the CONCESSION, when admissible.
- 47.3.** The forfeiture of the CONCESSION may be declared in the following cases, in addition to those listed by Federal Law No. 8,987/1995, or another that replaces it, and without prejudice to the other situations provided for in this CONTRACT:
- 47.3.1.** Loss or compromise of the economic, financial, technical or operational conditions necessary for the adequate provision of the service granted and the realization of investments;
 - 47.3.2.** Failure to comply with contractual clauses, legal or regulatory provisions concerning the CONCESSION, which compromise the continuity of services or the quality and safety of USERS, employees or third parties;
 - 47.3.3.** Interruption of the SERVICES due to fault or willful misconduct of the CONCESSIONAIRE, or if it has contributed to it, except in the cases arising from fortuitous events or force majeure, as provided for in this CONTRACT.

- 47.3.4.** Failure by the CONCESSIONAIRE to comply with the GRANTING AUTHORITY's subpoena to, within 180 (one hundred and eighty) days, present the documentation related to fiscal, social and labor regularity, pursuant to article 68 of Federal Law No. 14,133/2021 or legislation that replaces it;
- 47.3.5.** Failure to comply with the obligation to replace the full amount of the CONTRACT PERFORMANCE GUARANTEE, in the event of cancellation or termination of the bank guarantee letter or insurance bond policy and/or non-renewal of these at least 30 (thirty) days prior to its expiration;
- 47.3.6.** Failure to maintain or renew the entirety of the CONTRACT PERFORMANCE GUARANTEE and required insurances, and any unreasonable impossibility or difficulty in the execution of the insurances and CONTRACT PERFORMANCE GUARANTEE by the GRANTING AUTHORITY, in the event of execution;
- 47.3.7.** Attribution to the CONCESSIONAIRE of a GENERAL PERFORMANCE INDEX - IDG lower than 50% (fifty percent), even without compromising the CONCESSIONAIRE's financial situation, for at least 3 (three) consecutive quarters or 6 (six) non-consecutive quarters in a period of 2 (two) years;
- 47.3.8.** Transfer of CONTROL of the CONCESSIONAIRE, or encumbrance of its shares without prior and express consent of the GRANTING AUTHORITY, except in the case of assumption of CONTROL by the FINANCERS, under the terms of this CONTRACT;
- 47.3.9.** Transfer of the CONCESSION itself without prior and express consent of the GRANTING AUTHORITY;
- 47.3.10.** Failure to comply with the GRANTING AUTHORITY's subpoena to regularize the provision of SERVICES, observing the established deadlines, as the case may be;
- 47.3.11.** In the event of repeated opposition to the exercise of inspection, non-compliance with the determinations of the GRANTING AUTHORITY, recurrence or disobedience to the operating rules and if the other penalties provided for in this CONTRACT prove to be ineffective;
- 47.3.12.** Occurrence of deviation from the corporate purpose of the CONCESSIONAIRE.

- 47.4.** When the CONCESSIONAIRE's breach of contract characterizes a continuous violation or delay by the CONCESSIONAIRE in the fulfillment of contractual obligations, the fact that the GRANTING AUTHORITY applies, or has applied, any of the penalties provided for in this CONTRACT, does not exclude the possibility of decreeing the expiration of the CONCESSION, when this CONTRACT allows it, if the CONCESSIONAIRE, despite the penalty(s) applied, persists in a situation of contractual violation.
- 47.5.** The initiation of the administrative proceeding to verify the default and the decree of forfeiture shall be preceded by a communication to the CONCESSIONAIRE, in which the legal, contractual and regulatory breaches committed shall be pointed out in detail, granting it a period of not less than 30 (thirty) days to remedy the irregularities pointed out.
- 47.5.1.** In the case of serious irregularities that do not require prior remedy, the GRANTING AUTHORITY may directly initiate the forfeiture procedure, without the need for the communication provided for in item 47.5.
- 47.6.** If the period established has elapsed without the CONCESSIONAIRE remedying the irregularities or taking measures that, at the discretion of the GRANTING AUTHORITY, demonstrate the effective capacity to remedy them, it will initiate the forfeiture procedure.
- 47.7.** Once the administrative proceeding is initiated and the default is proven, the forfeiture will be declared by the GRANTING AUTHORITY, regardless of the payment of prior indemnity, the amount of which will be determined in the course of said administrative proceeding or in a separate administrative proceeding.
- 47.8.** The declaration of forfeiture will imply the immediate assumption, by the GRANTING AUTHORITY, of possession of all assets and the liability of the CONCESSIONAIRE for any and all kinds of burdens, fines, penalties, indemnifications, charges, or commitments with third parties, particularly regarding obligations of a labor, tax, and social security nature.
- 47.9.** The forfeiture of the CONCESSION will authorize the GRANTING AUTHORITY to:
- 47.9.1.** Assume the execution of the object of the CONTRACT, in the place and state in which it is;
- 47.9.2.** Occupy and use the places, facilities, equipment, materials and human resources employed in the execution of the SERVICE, as long as they are necessary for its continuity;

- 47.9.3.** Retain and execute the CONTRACT PERFORMANCE GUARANTEE, to compensate for the losses suffered by the GRANTING AUTHORITY;
- 47.9.4.** Retain any credits of the CONCESSIONAIRE arising from the CONTRACT, in cases where the CONTRACT PERFORMANCE GUARANTEE is not sufficient to reimburse the GRANTING AUTHORITY, and up to the limit of the damages caused.
- 47.10.** The credits retained pursuant to subclause 47.9.4, which eventually exceed what is necessary for the payment of the amounts due to the GRANTING AUTHORITY, shall be released to the CONCESSIONAIRE when calculating and paying the indemnity due.
- 47.11.** The declaration of forfeiture does not exempt the CONCESSIONAIRE from the compensation of the losses that it has caused to the GRANTING AUTHORITY or to third parties, even if its effects have repercussions after the termination of the CONCESSION.
- 47.12.** Once the expiration is declared and the respective indemnity due is paid, the GRANTING AUTHORITY will not be held liable for any charges, burdens, obligations or commitments to third parties or employees of the CONCESSIONAIRE, including labor and social security debts.
- 47.13.** The compensation due by the GRANTING AUTHORITY as a result of the forfeiture is limited to the amounts paid in the manner established in this Clause, and no other amounts are due as indemnities, loss of profits and/or emerging damages.

CLAUSE 48 CONTRACTUAL TERMINATION

- 48.1.** The CONTRACT may be terminated at the initiative of the CONCESSIONAIRE, in the event of non-compliance with the obligations of the GRANTING AUTHORITY, by means of a lawsuit specially filed for this purpose, pursuant to article 39 of Law No. 8,987/1995, or another that replaces it.
- 48.2.** The SERVICES, object of the CONCESSION, and the FINALISTIC SERVICES may not be interrupted or paralyzed until the final and unappealable decision that determines the termination of the CONTRACT.
- 48.3.** The compensation due to the CONCESSIONAIRE, in the event of judicial termination, after deducting the amounts that may exist from the contractual fines and damages caused by the CONCESSIONAIRE, will be calculated under the same terms provided for in Clause 46.

- 48.4.** The CONTRACT may also be terminated by mutual agreement between the PARTIES, in which case any compensation amounts due to the PARTIES must be agreed upon and the costs of termination must be shared.
- 48.5.** Regardless of CONTRACT between the PARTIES at the time of termination, the situations described in subclauses 6.3, 27.5, 34.6 and 34.9 may give rise to termination.
- 48.6.** For each of the situations provided for, the compensation due will be calculated taking into account the following elements:
- 48.6.1.** in the event of termination of the CONTRACT resulting from the materialization of the event provided for in subclause 6.3.1, the CONCESSIONAIRE will only be entitled to a refund of the amount collected to B3, as provided for in subclause 6.3.5.
 - 48.6.2.** in the event of termination of the CONTRACT resulting from the materialization of the event provided for in subclause 27.5, the compensation will be calculated according to the expropriation's provisions, and the loss of profits will not be due.
 - 48.6.3.** in the event of termination of the CONTRACT resulting from the materialization of the event provided for in subclauses 34.6 and 34.9, the compensation will be calculated in accordance with the same rules provided for cases of encroachment.

CLAUSE 49 ANNULMENT

- 49.1.** The CONTRACT may be annulled in case of irremediable illegality in the tender process, in the formalization of the CONTRACT or in an essential clause that compromises the provision of the service, through the due administrative procedure, initiated from the notification sent from one PARTY to the other, ensuring the adversarial and full defense.
- 49.2.** If the illegality mentioned in subclause 49.1 above does not result from an act performed by the CONCESSIONAIRE and it is possible to validate it with the use of the acts performed, the PARTIES shall communicate, aiming at maintaining the CONTRACT.
- 49.3.** The CONTRACT may be terminated by annulment, under the following situations:

- 49.3.1.** if the annulment does not result from a fact attributable to the CONCESSIONAIRE or its shareholders, current or past, the indemnification will be equivalent to that calculated for the event of early termination of the CONTRACT due to fortuitous event or force majeure;
- 49.3.2.** if the annulment arises from a fact attributable to the CONCESSIONAIRE or its shareholders, current or past, the indemnification will be equivalent to that calculated for the event of early termination of the CONTRACT due to forfeiture; and
- 49.3.3.** if the annulment arises from a fact attributable to the GRANTING AUTHORITY, the indemnification will be equivalent to that calculated for the event of early termination of the CONTRACT by expropriation.

CLAUSE 50 BANKRUPTCY AND DISSOLUTION OF THE CONCESSIONAIRE

- 50.1.** The CONCESSION will be extinguished if the CONCESSIONAIRE has its bankruptcy decreed by a final and unappealable judgment or in the case of judicial reorganization, in this case, which impairs the execution of the CONTRACT.
- 50.2.** Once bankruptcy is decreed or judicial reorganization is granted, the GRANTING AUTHORITY will take possession of all the REVERSIBLE ASSETS and will immediately assume the execution of the object of this CONTRACT.
- 50.3.** In the event of the termination of the CONCESSIONAIRE due to a bankruptcy decree, or the granting of judicial recovery, in this case, which impairs the execution of the CONTRACT, or also in the event of the dissolution of the CONCESSIONAIRE by resolution of its shareholders, the same provisions regarding the expiration of the CONCESSION shall apply, with the initiation of the appropriate administrative process to ascertain the actual damage and determine the applicable sanctions.
- 50.4.** No sharing of any net assets of the extinct CONCESSIONAIRE among its shareholders will be made before the payment of all obligations with the GRANTING AUTHORITY.

FINAL PROVISIONS

CLAUSE 51 ENTIRE CONTRACT

51.1. The CONCESSIONAIRE declares that the CONTRACT, its ANNEXES, and APPENDIXES constitute the entirety of the agreements that govern the CONCESSION.

CLAUSE 52 COMMUNICATIONS

52.1. Communications and notices between the PARTIES shall be made in writing and sent, preferably, in the following order:

52.1.1. By the Electronic Information System of the State of Minas Gerais – SEI, or another system that may replace it;

52.1.2. By electronic mail (email), with confirmation of receipt;

52.1.3. Through the general protocol of the State;

52.1.4. By registered mail, with acknowledgment of receipt.

52.2. For the purposes of sending communications, the following commercial and electronic addresses are considered, respectively:

GRANTING AUTHORITY:_____.

CONCESSIONAIRE:_____.

52.3. The PARTIES may modify their commercial and electronic addresses, upon prior notice, without the need for an amendment.

52.4. All communications and documents related to the CONTRACT and the CONCESSION must be written in Brazilian Portuguese or officially translated into this language.

52.5. In case of conflict or inconsistency, the Portuguese language version of the documentation shall prevail.

CLAUSE 53 DEADLINES

- 53.1.** The deadlines established in this CONTRACT will be counted in calendar days, unless the reference is expressly made to business days, as well as it will be considered that the semesters begin in the months of January and July of each calendar year.
- 53.2.** In the calculation of deadlines, the day of the beginning is excluded and the final day is included.
- 53.3.** For the purposes of this CONTRACT and its ANNEXES, the CONCESSION years will be counted from the EFFECTIVENESS DATE.

CLAUSE 54 EXERCISE OF RIGHTS

- 54.1.** The non-exercise or late or partial exercise of any right that assists any of the PARTIES by this CONTRACT does not imply the waiver of this right, does not prevent its subsequent exercise and does not constitute novation of the respective obligation, unless expressly provided otherwise in the CONTRACT and its ANNEXES.

CLAUSE 55 PARTIAL INVALIDITY AND INDEPENDENCE OF THE CLAUSES

- 55.1.** Each clause, subclause, provision, item and subparagraph of this CONTRACT and its ANNEXES constitute an independent and distinct commitment, and shall be interpreted, whenever possible, in order to become valid and effective in the light of the applicable legislation.
- 55.2.** If any of the provisions of this CONTRACT is considered illegal, invalid, null or unenforceable by a judicial decision, it shall be judged separately from the rest of the CONTRACT, and replaced by a lawful and similar provision, which reflects the original intentions of the PARTIES, observing the limits of the law. All other provisions will continue in force and will not be invalidated.

CLAUSE 56 FORUM

- 56.1.** When the GOVERNANCE STRUCTURE and the mechanisms for conflict resolution are insufficient to resolve controversies and disputes, the forum of the District of Belo Horizonte is elected as the judicial instance for this purpose.

And as they are in full agreement with the provisions and conditions of this CONTRACT, the PARTIES sign it in 2 (two) copies of equal content and form in the presence of witnesses, who also sign it, so that it may produce its legal and juridical effects.

Belo Horizonte, [•] of [•] of 2025.