

INTERNATIONAL COMPETITIVE BIDDING No. 1/2025

**International Competitive Bidding for the ADMINISTRATIVE CONCESSION FOR THE
CONSTRUCTION, EQUIPMENT, OPERATION, MAINTENANCE AND SERVICE PROVISION
OF THE HOPE HEALTH COMPLEX**

**ANNEX 3
CONCESSION PHASES**

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1 INTRODUCTION

- 1.1 The purpose of this ANNEX is to present and detail the general requirements of the CONCESSION PHASES.
- 1.2 The object of the CONTRACT will be implemented observing the following PHASES:
 - 1.2.1 PHASE 1 – PLANNING, with a duration of up to 360 (three hundred and sixty) days from the EFFECTIVE DATE of the CONTRACT 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;
 - 1.2.2 PHASE 2 – CONSTRUCTION, with a duration of up to 960 (nine hundred and sixty) days from 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;
 - 1.2.3 PHASE 3 – PARTIAL OPERATION, with a duration of 360 (three hundred and sixty) days from 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;
 - 1.2.4 PHASE 4 – FULL OPERATION of the HOPE HEALTH COMPLEX, starting from the end of PHASE 3 and until the end of the CONTRACT TERM.
- 1.3 In accordance with the CONTRACT and its ANNEXES, the execution of the PHASES shall be scheduled between the PARTIES, according to the Work Plan to be prepared by the CONCESSIONAIRE, in such a way as to enable, as much as possible, the simultaneous occurrence for the HOSPITAL COMPLEX and for LACEN.
- 1.4 In the event that it is impossible to jointly execute the WORKS related to the HOSPITAL COMPLEX and LACEN, simultaneously, and any temporal mismatch between the PHASES of the HOSPITAL COMPLEX and LACEN, the issuance of TERMS OF ACCEPTANCE OF THE CONCESSION PHASES will be allowed individually for the HOSPITAL COMPLEX and/or LACEN.
- 1.5 If it is impossible to jointly execute the WORKS related to the HOSPITAL COMPLEX and LACEN, the deadlines provided for in this ANNEX will not be extended. The deadlines established in this ANNEX will be counted in calendar days, unless the reference to working days is expressly mentioned.
- 1.6 In accordance with the terms and conditions set forth in the CONTRACT and in this ANNEX, the deadlines for the beginning of the CONCESSION PHASES may be changed in the following situations:
 - 1.6.1 Anticipation: If all the obligations necessary for the conclusion of a certain CONCESSION PHASE are fully complied with by the CONCESSIONAIRE, even before the deadlines provided for in the CONTRACT and its ANNEXES. In this case, no penalty will be applied to the CONCESSIONAIRE, nor will any economic and financial imbalance of the CONTRACT be recognized.
 - 1.6.2 Delay due to the CONCESSIONAIRE's responsibility: If there is a delay attributable to the CONCESSIONAIRE, the penalties provided for in the CONTRACT will be applied, and no economic and financial rebalancing will be due in favor of the CONCESSIONAIRE due to this delay, under the terms of the CONTRACT.
 - 1.6.3 Delay due to the GRANTING AUTHORITY's responsibility: If there is a delay attributable to the GRANTING AUTHORITY, no penalties will be applied to the CONCESSIONAIRE and the maintenance or not of the economic and financial balance in the CONTRACT will be evaluated, under the terms of the CONTRACT, in which case economic and financial imbalances will be adjusted under the terms of the CONTRACT.
- 1.7 The GRANTING AUTHORITY may use the INSPECTION SUPPORT to assess compliance with the obligations set forth in this ANNEX.

- 1.8 If PHASE 1 – PLANNING is declared completed before the deadline provided for in item 1.2.1, the remaining deadline, until the regulatory conclusion of this PHASE 1 – PLANNING, will be added to the deadline provided for PHASE 2 – CONSTRUCTION, pursuant to item 1.2.2 of this ANNEX.
- 1.9 At the discretion of the GRANTING AUTHORITY, the CONCESSION PHASES may be declared closed, by issuing a TERM OF ACCEPTANCE attesting to the respective conclusion of each of the CONCESSION PHASES, even if the CONCESSIONAIRE does not comply with all the obligations set forth in this ANNEX for each of the CONCESSION PHASES.
- 1.9.1 What is provided for in item 1.9 above may occur provided that: (i) the requirements for safety and comfort are guaranteed to the USERS and employees of the HOPE HEALTH COMPLEX; (ii) there is no impact on the quality of the provision of the SERVICES and/or FINALISTIC SERVICES, as the case may be; (iii) there are no legal and regulatory impediments, such as the absence of authorization/issuance of licenses, permits and other rites by the respective competent bodies.
- 1.9.2 Except for the provisions of item 1.9 above the early termination of PHASE 2 – CONSTRUCTION and the early advance to PHASE 3 – PARTIAL OPERATION, which must have the agreement of the CONCESSIONAIRE.
- 1.9.3 It shall be incumbent upon the CONCESSIONAIRE to communicate the possibility of anticipating the conclusion of PHASE 2 - CONSTRUCTION to the GRANTING AUTHORITY, up to six (6) months in advance, informing it in such a way as to allow it: (i) to carry out the proper budget programming for the anticipation of the pecuniary obligations of this CONTRACT; (ii) organize the start of operation of the FINALISTIC SERVICES, including the provision of personnel.
- 1.9.4 If the advance communicated by the CONCESSIONAIRE does not materialize, the CONCESSIONAIRE shall be penalized under the terms of the CONTRACT.
- 1.9.5 The GRANTING AUTHORITY shall confirm the possibility of anticipating the end of PHASE 2 – CONSTRUCTION and start of operation within thirty (30) days of the CONCESSIONAIRE's notification.
- 1.10 In the case indicated in the item 1.9 above, the document that formalizes the end of the respective CONCESSION PHASE shall draw up any reservations identified in relation to the obligations still pending, which must be fulfilled in the immediately subsequent PHASE by the CONCESSIONAIRE, within a timely period agreed between the PARTIES.
- 1.11 If the formalized reservations are not resolved later, within a period agreed between the PARTIES, the appropriate penalties provided for in the CONTRACT shall be applied to the CONCESSIONAIRE.

2 PHASE 1 – PLANNING

- 2.1 PHASE 1 – PLANNING will begin from the EFFECTIVE DATE of the CONTRACT, and will last up to 360 (three hundred and sixty) days, during which time the CONCESSIONAIRE must submit to the GRANTING AUTHORITY, in compliance with the guidelines of the CONTRACT and its ANNEXES, the following content and comply with the following obligations:
 - 2.1.1 Present the SPE organizational chart;
 - 2.1.2 Present the BASIC PROJECT of the HOPE HEALTH COMPLEX;
 - 2.1.3 Present the Work Plan and INFRASTRUCTURE DEPLOYMENT SCHEDULE;
 - 2.1.4 Submit the SPECIFICATION under the terms of ANNEX 6 – EQUIPMENT AND FURNITURE;
 - 2.1.5 Present the ICT PLAN;
 - 2.1.6 Hire the INDEPENDENT VERIFIER, under the terms of the CONTRACT and ANNEX 9 – INSPECTION AGENTS; and
 - 2.1.7 Obtain the necessary licenses, permits, permits and permits to start PHASE 2 – CONSTRUCTION.
- 2.2 The PARTIES shall constitute the TRANSITION COMMITTEE, pursuant to ANNEX 12 – GOVERNANCE, within thirty (30) business days, counted from the EFFECTIVE DATE of the CONTRACT, and there may be a single extension of the term for another thirty (30) business days if motivated by one of the PARTIES.
- 2.3 Except for the provisions of item 2.5, the evaluation of the documents submitted by the CONCESSIONAIRE, referred to in the items, 2.6, 2.7, and 2.8 observe the following steps:
 - 2.3.1 Once the document has been prepared by the CONCESSIONAIRE, the INDEPENDENT VERIFIER shall express its opinion on the validation or need to adjust, within twenty (20) days from the date of receipt.
 - 2.3.2 If applicable, the CONCESSIONAIRE must make the requested adjustments within fifteen (15) days, for a second validation by the INDEPENDENT VERIFIER within ten (10) days.
 - 2.3.3 Once validated by the INDEPENDENT VERIFIER, the document must be sent to the GRANTING AUTHORITY.
 - 2.3.4 The GRANTING AUTHORITY will have a period of thirty (30) days, counted from the date of receipt of the corresponding document, to issue no objection or indicate the need for adjustments or corrections in accordance with the determinations provided for in the CONTRACT and its ANNEXES.
 - 2.3.5 The CONCESSIONAIRE shall have a period of fifteen (15) days to make the corrections or adjustments determined by the GRANTING AUTHORITY. If the requests for review give rise to a period of more than fifteen (15) days, the CONCESSIONAIRE may request the extension of the deadline, for an equal period, in a reasoned manner and send such request for extension for approval by the GRANTING AUTHORITY.
 - 2.3.6 Once the adjustments referred to in the previous item have been made, the GRANTING AUTHORITY will have a period of fifteen (15) days from receipt, extendable for the same period only once, for the analysis of the changes made and any non-objection to the adjusted document. If there are still pending issues to be resolved, the document will be sent again for adjustments by the CONCESSIONAIRE, under the same system of review period and subsequent non-objection by the GRANTING AUTHORITY. If, in a new submission of documentation by the CONCESSIONAIRE, there are still adjustments indicated by the GRANTING AUTHORITY, the GRANTING AUTHORITY must forward its non-objection with reservations, so that the forwarding of the other procedures from this non-objection stage of this document is not impeded.
 - 2.3.7 If the GRANTING AUTHORITY does not respond within the deadlines set forth in the items above, the

documents presented by the CONCESSIONAIRE will be considered accepted.

2.4 ORGANIZATION CHART OF THE SPE

- 2.4.1 The CONCESSIONAIRE shall submit, for the GRANTING AUTHORITY's knowledge, within thirty (30) days from the EFFECTIVE DATE, the SPE organizational chart, which shall contain, at least:
- 2.4.1.1 the description of the CONCESSIONAIRE's internal management levels, with an indication of the subordination and communication relationships designed to disseminate determinations and information among the teams;
- 2.4.1.2 the description and attributions of the management positions proposed for the administrative structure of the CONCESSIONAIRE.
- 2.4.1.3 The CONCESSIONAIRE shall have in its administrative structure at least one officer who shall be responsible for the dialogue with the GRANTING AUTHORITY regarding all aspects of the INFRASTRUCTURE DEPLOYMENT and the SERVICES, regardless of whether they are provided directly or through third parties.

2.5 BASIC DESIGN

- 2.5.1 The BASIC PROJECT must be presented by the CONCESSIONAIRE within 180 (one hundred and eighty) days from the EFFECTIVE DATE and include all the information for a complete understanding of the execution of the WORKS, observing the minimum requirements established in ANNEX 5 - MINIMUM GUIDELINES FOR PROJECTS AND WORKS.
- 2.5.1.1 In addition to ANNEX 5 - MINIMUM GUIDELINES FOR PROJECTS AND WORKS, in the process of preparing the BASIC PROJECT, the CONCESSIONAIRE will be responsible for complying with the laws, decrees, regulations, ordinances and federal, state and municipal rules directly and indirectly applicable.
- 2.5.1.2 The BASIC PROJECT must contain a descriptive memorial with technical specifications and a quantitative spreadsheet, and other guidelines contained in ANNEX 5 - MINIMUM GUIDELINES FOR PROJECTS AND WORKS.
- 2.5.1.3 The CONCESSIONAIRE shall provide the technical responsibility annotations (ART) and/or Technical Responsibility Record (RRT) referring to the BASIC PROJECT.
- 2.5.1.4 The BASIC PROJECT must highlight the milestones related to the CAPEX BUYDOWN PAYMENT EVENTS described in ANNEX 10 - PAYMENT MECHANISM, allowing the control of its execution by the GRANTING AUTHORITY.
- 2.5.1.5 The BASIC PROJECT must observe the INFRASTRUCTURE DEPLOYMENT SCHEDULE.
- 2.5.1.6 The CONCESSIONAIRE may choose to present a segregated BASIC PROJECT for demolition activities, which must follow the same approval procedure provided for in this item.
- 2.5.2 The CONCESSIONAIRE shall present the BASIC PROJECT, within the period provided for in item 2.5.1 above, to the INDEPENDENT VERIFIER, with a copy to the GRANTING AUTHORITY, for analysis of the BASIC PROJECT.
- 2.5.3 The INDEPENDENT VERIFIER shall, within 45 (forty-five days) of the delivery of the BASIC PROJECT, analyze the content, quality and other aspects pertinent to the BASIC PROJECT, as provided for in this ANNEX and

in ANNEX 5 – MINIMUM GUIDELINES FOR PROJECTS AND WORKS.

- 2.5.4 After analysis and validation by the INDEPENDENT VERIFIER indicated in the item 2.5.3 above, the GRANTING AUTHORITY will have a period of thirty (30) days to analyze and not object to the BASIC PROJECT.
- 2.5.5 Subject to the provisions contained in the CONTRACT and its ANNEXES, the INDEPENDENT VERIFIER and the GRANTING AUTHORITY may request clarifications and amendments, which must be made by the CONCESSIONAIRE within ten (10) business days. If the request cannot be met within this period, the CONCESSIONAIRE may request the extension of the deadline in a justified manner, which must be evaluated and approved by the GRANTING AUTHORITY within two (2) days.
- 2.5.6 The absence of a statement by the GRANTING AUTHORITY within the period indicated in item 2.5.4 will mean no objection to the BASIC PROJECT validated by the INDEPENDENT VERIFIER.
- 2.5.7 After the GRANTING AUTHORITY does not object to the BASIC PROJECT, including in the event of the item above, the CONCESSIONAIRE shall submit the BASIC PROJECT to the competent bodies for analysis and issuance of the necessary licenses, authorizations and permissions.
- 2.5.7.1.1 The CONCESSIONAIRE shall make the adjustments required by the competent bodies for the validation of the BASIC PROJECT by the competent bodies.
- 2.5.7.1.2 After obtaining the validation of the BASIC PROJECT by all competent bodies, and issuing the respective necessary licenses, authorizations and permissions. The CONCESSIONAIRE shall submit the BASIC PROJECT to the GRANTING AUTHORITY for approval and consequent issuance of the TERM OF ACCEPTANCE OF THE BASIC PROJECT.
- 2.5.7.1.3 The TERM OF ACCEPTANCE OF THE BASIC PROJECT must be issued by the GRANTING AUTHORITY within 10 (days) business days after the presentation of the BASIC PROJECT validated by the competent bodies and the respective licenses, approvals and necessary permissions.
- 2.5.7.1.4 In the analysis indicated in the item above, the GRANTING AUTHORITY shall only verify the completeness of the documentation forwarded and may not request new adjustments to the BASIC PROJECT already validated by the competent bodies and whose licenses, approvals and permits have already been issued.
- 2.5.7.2 The absence of a statement by the GRANTING AUTHORITY within the period indicated in item 2.5.7.1.3 will mean the approval of the BASIC PROJECT sent by the CONCESSIONAIRE.
- 2.5.8 The GRANTING AUTHORITY will not be held responsible in any way if the analysis by the competent bodies, under the terms of item 2.5.7, indicate the need for adjustments in the version of the BASIC PROJECT that has already had no previous objection by the GRANTING AUTHORITY.
- 2.5.9 Considering the provisions of item 2.5.8 above, the CONCESSIONAIRE shall make the adjustments required by the competent bodies, without any burden to the GRANTING AUTHORITY and/or impact on the terms of the CONCESSION PHASES, and may not, under any circumstances, fail to make the adjustment to the BASIC PROJECT requested by the competent body, using as justification the past non-objection issued by the GRANTING AUTHORITY.
- 2.5.10 The non-objection of the GRANTING AUTHORITY, despite the need for adjustments determined by the competent bodies, in accordance with the obligations of the CONTRACT, may not be invoked by the CONCESSIONAIRE as a reason for delays in the execution of WORKS, SERVICES and other interventions under the responsibility of the CONCESSIONAIRE, or alteration of the economic and financial balance of

the CONTRACT.

- 2.5.11 Notwithstanding the provisions of item 3.1.3 below, the CONCESSIONAIRE may, at its sole discretion, choose to start the demolitions of the current structure of the HGV still in PHASE 1 – PLANNING, if it has obtained all licenses, authorizations and projects approved to carry out such activity, not constituting an EVENT OF IMBALANCE.

2.6 WORK PLAN AND INFRASTRUCTURE DEPLOYMENT SCHEDULE

- 2.6.1 Within up to 180 (one hundred and eighty) days from the EFFECTIVE DATE, the CONCESSIONAIRE shall deliver, in compliance with the requirements of ANNEX 5 – MINIMUM GUIDELINES FOR WORKS AND PROJECTS, an INFRASTRUCTURE DEPLOYMENT SCHEDULE and the Project Breakdown Structure, capable of showing, at least:
- 2.6.1.1 the estimated deadlines for filing applications for licenses, permissions, permits or authorizations necessary to conduct the INFRASTRUCTURE DEPLOYMENT and the PARTIAL OPERATION of the HOSPITAL COMPLEX, including contracts with the concessionaires of public services, such as water, sewage and electricity;
 - 2.6.1.2 the deadlines for the start and completion of the INFRASTRUCTURE DEPLOYMENT, with emphasis on the deadlines related to the fulfillment of the requirements of the CAPEX BUYDOWN PAYMENT EVENTS, including the deadline necessary for the inspection procedures by the GRANTING AUTHORITY and the INDEPENDENT VERIFIER, observing the requirements of ANNEX 5 – MINIMUM GUIDELINES FOR WORKS AND PROJECTS;
 - 2.6.1.3 the deadlines for the installation of the EQUIPMENT and FURNITURE and for their approval by the GRANTING AUTHORITY;
 - 2.6.1.4 the deadlines for the preparation of manuals, notebooks and standard operating procedures necessary for the provision of the SERVICES, provided for in ANNEX 7 – SCHEDULE OF RESPONSIBILITIES.
- 2.6.2 Within the same time frame as the item 2.6.1, subject to ANNEX 5 – MINIMUM GUIDELINES FOR WORKS AND PROJECTS, the CONCESSIONAIRE shall deliver a Work Plan that indicates the detailed planning for the execution of the WORKS, including information on all companies and/or subcontractors that will participate in the INFRASTRUCTURE DEPLOYMENT, in addition to describing technologies and equipment to be used in the WORKS.

2.7 SPECIFICATION BOOKLET

- 2.7.1 The CONCESSIONAIRE shall submit to the GRANTING AUTHORITY the SPECIFICATION BOOKLET, within two hundred and ten (210) days from the EFFECTIVE DATE, subject to the conditions defined in ANNEX 6 – EQUIPMENT AND FURNITURE.
- 2.7.2 The SPECIFICATION BOOKLET must also indicate the size of operational reserve equipment, as well as the number of accessories and spare parts, which will be purchased to enable immediate replacement in the event of any incident with any of the equipment or when there is a need to replace accessories and spare parts.

2.8 ICT PLAN

- 2.8.1 The CONCESSIONAIRE shall submit the ICT PLAN to the GRANTING AUTHORITY, within two hundred and ten (210) days from the EFFECTIVE DATE, subject to the conditions defined in ANNEX 7 – SCHEDULE OF RESPONSIBILITIES.

2.9 INDEPENDENT VERIFIER

- 2.9.1 The CONCESSIONAIRE shall hire the INDEPENDENT VERIFIER, according to the conditions and deadlines established in ANNEX 9 – INSPECTION AGENTS.

2.10 LICENSES AND PERMITS

- 2.10.1 The CONCESSIONAIRE will be responsible for obtaining, in a timely manner, all licenses, permissions, authorizations or permits that are necessary for the beginning of the INFRASTRUCTURE DEPLOYMENT, as indicated in ANNEX 4 – MINIMUM SOCIO-ENVIRONMENTAL GUIDELINES and ANNEX 5 – MINIMUM GUIDELINES FOR PROJECTS AND WORKS.
- 2.10.2 The CONCESSIONAIRE will be responsible for the costs and execution of all measures, mitigating measures and conditions required by the competent bodies and entities, under the terms of the legislation in force, to obtain the license, permission, authorization or permit necessary for the full exercise of the activities object of the CONCESSION.
- 2.10.3 Although the obligation to obtain licenses, permissions, authorizations or permits is the CONCESSIONAIRE's, the GRANTING AUTHORITY must make every effort and cooperate in this process of obtaining them, acting, for example, but without prejudice to other actions, in providing the information necessary for the application to obtain them to be analyzed and issued within the period established by the legislation or by the competent authorities.
- 2.10.4 After the fulfillment of all the obligations provided for in item 2.1, the GRANTING AUTHORITY must issue the TERM OF ACCEPTANCE OF THE CONCESSION PHASES - PHASE 1 HOSPITAL COMPLEX and TERM OF ACCEPTANCE OF THE CONCESSION PHASES - PHASE 1 LACEN.

3 PHASE 2 – CONSTRUCTION

- 3.1 PHASE 2 – CONSTRUCTION, will begin from the end of PHASE 1 – PLANNING, with the issuance of the TERM OF ACCEPTANCE OF THE CONCESSION PHASES – PHASE 1 HOSPITAL COMPLEX and TERM OF ACCEPTANCE OF THE CONCESSION PHASES – PHASE 1 LACEN, with a duration of up to 960 (nine hundred and sixty) days, during which time the CONCESSIONAIRE shall:
- 3.1.1 present the EXECUTIVE PROJECT of the HOPE HEALTH COMPLEX;
 - 3.1.2 present a Work Plan and a Standard Operating Procedure (SOP) for planning the provision of SERVICES;
 - 3.1.3 execute the demolition of the HGV and the WORKS for the implementation of the HOPE HEALTH COMPLEX, according to the requirements indicated in ANNEX 5 – GUIDELINES FOR PROJECTS AND WORKS and INFRASTRUCTURE DEPLOYMENT SCHEDULE;
 - 3.1.4 promote the installation of the EQUIPMENT and FURNITURE necessary for the operation of the HOSPITAL COMPLEX and LACEN, as indicated in ANNEX 6 – EQUIPMENT AND FURNITURE;
 - 3.1.5 present the TRANSFER SCHEDULE FOR THE CURRENT HOSPITAL UNITS and LACEN, and the respective schedule;
 - 3.1.6 Obtain licenses, permissions, authorizations and permits necessary to start PHASE 3 – PARTIAL OPERATION, as indicated in ANNEX 4 – MINIMUM SOCIO-ENVIRONMENTAL GUIDELINES and ANNEX 5 – MINIMUM GUIDELINES FOR PROJECTS AND WORKS.
- 3.2 The PARTIES shall constitute the CONTRACT MANAGEMENT COMMITTEE, HOSPITAL COMPLEX OPERATIONALIZATION COMMITTEE and LACEN OPERATIONALIZATION COMMITTEE, within one hundred and eighty (180) days prior to the beginning of PHASE 3 – PARTIAL OPERATION, pursuant to ANNEX 12 – GOVERNANCE.
- 3.3 The GRANTING AUTHORITY shall execute the mobilization and make any necessary contracts for the provision of the FINALISTIC SERVICES that are under its responsibility for the beginning of PHASE 3 – PARTIAL OPERATION
- 3.4 The CONCESSIONAIRE shall be entitled to receive the EFFECTIVE MONTHLY AVAILABILITY PAYMENT, under the terms defined in items 3.4.1 and 3.4.2 below, as of the completion of the WORKS, availability of the SERVICES, and obtaining all authorizations and licenses, under the responsibility of the CONCESSIONAIRE, and necessary for the operation of the HOPE HEALTH COMPLEX, even if the operation of the HOPE HEALTH COMPLEX has not been started for reasons attributable to the GRANTING AUTHORITY, such as, for example, being merely an example, delay in the mobilization and hiring of professionals to provide the FINALISTIC SERVICES and/or delay in the transfer of PATIENTS from the CURRENT HOSPITAL UNITS and/or the FINALISTIC SERVICES of LACEN to the structure of the HOPE HEALTH COMPLEX.'
- 3.4.1 If the GRANTING AUTHORITY informs the CONCESSIONAIRE about the delay(s) due to its responsibility, as indicated in the item above, which prevent the normal start of operations, at least three (3) months in advance of the date scheduled for the start of operation of the HOPE HEALTH COMPLEX, the CONCESSIONAIRE will receive EFFECTIVE MONTHLY AVAILABILITY PAYMENT, considering 30% of the OPERATING FACTOR (FO) calculated for MODULE 1. The other components will be calculated normally, under the terms of ANNEX 10 – PAYMENT MECHANISM.
 - 3.4.2 If the GRANTING AUTHORITY informs the CONCESSIONAIRE about the delay(s) due to its responsibility, as indicated in the item above, less than three (3) months in advance of the date scheduled for the start of

operation of the HOPE HEALTH COMPLEX or there is no report, the CONCESSIONAIRE will receive remuneration equivalent to 100% of the OPERATING FACTOR (FO) calculated for MODULE 1. The other components will be calculated normally, under the terms of ANNEX 10 – PAYMENT MECHANISM.

- 3.4.3 The GRANTING AUTHORITY shall inform the CONCESSIONAIRE, as soon as possible, of the new date scheduled for the start of operation of the HOPE HEALTH COMPLEX.
- 3.4.3.1 In the communication about the new date, the GRANTING AUTHORITY shall grant the CONCESSIONAIRE the following deadlines to start providing the SERVICES:
- 3.4.3.1.1 3 (three) months, in the event provided for in clause 3.4.1 above; or
- 3.4.3.1.2 30 (thirty) days, in the event provided for in clause 3.4.2 above.
- 3.4.3.2 The above terms may be reduced, by mutual agreement between the PARTIES, or extended, upon justification presented by the CONCESSIONAIRE and accepted by the GRANTING AUTHORITY.

3.5 EXECUTIVE PROJECT

- 3.5.1 The CONCESSIONAIRE shall submit to the INDEPENDENT VERIFIER, with a copy to the GRANTING AUTHORITY, the EXECUTIVE PROJECT of the HOPE HEALTH COMPLEX within ninety (90) days, counted from the issuance of the TERM OF ACCEPTANCE OF THE BASIC PROJECT, pursuant to ANNEX 5 – MINIMUM GUIDELINES FOR PROJECTS AND WORKS.
- 3.5.2 The INDEPENDENT VERIFIER must analyze the EXECUTIVE PROJECT within 20 (twenty) days.
- 3.5.3 After the analysis by the INDEPENDENT VERIFIER, the GRANTING AUTHORITY will have a period of up to thirty (30) days to analyze and not object to the EXECUTIVE PROJECT.
- 3.5.4 The INDEPENDENT VERIFIER and the GRANTING AUTHORITY may request clarifications and changes, which must be conducted by the CONCESSIONAIRE within ten (10) business days. If the request cannot be met within this period, the CONCESSIONAIRE may request the extension of the deadline, for an equal period, in a justified manner, which must be evaluated by the GRANTING AUTHORITY within two (2) days.
- 3.5.5 The non-objection to the EXECUTIVE PROJECT will be formalized by the GRANTING AUTHORITY through the issuance of the TERM OF ACCEPTANCE OF THE EXECUTIVE PROJECT in favor of the CONCESSIONAIRE.
- 3.5.6 The absence of a statement by the GRANTING AUTHORITY within the period indicated in item 3.5.3 will imply the non-objection of the EXECUTIVE PROJECT validated by the INDEPENDENT VERIFIER.

3.6 SERVICE PLANNING

- 3.6.1 The CONCESSIONAIRE shall submit to the INDEPENDENT VERIFIER and the GRANTING AUTHORITY, up to 150 (one hundred and fifty) days in advance of the start of the provision of the SERVICES provided for PHASE 3 – PARTIAL OPERATION:
- 3.6.1.1 a Work Plan and a Standard Operating Procedure (SOP) for the SERVICES to be provided by the CONCESSIONAIRE, observing the requirements established in ANNEX 7 – SCHEDULE OF RESPONSIBILITIES.
- 3.6.1.2 a proposal for rules of use and access to the CONCESSION AREA that should contemplate the conditions for registration and access of people in the CONCESSION AREA and in the components that are part of

the HOPE HEALTH COMPLEX, namely, the HOSPITAL COMPLEX and LACEN, observing the requirements disciplined in ANNEX 7 – SCHEDULE OF RESPONSIBILITIES.

- 3.6.2 The INDEPENDENT VERIFIER shall analyze the documentation within sixty (60) days of receipt of the documents referred to in item 3.6.1.
- 3.6.3 After the analysis by the INDEPENDENT VERIFIER, the GRANTING AUTHORITY will have a period of up to thirty (30) days for analysis and non-objection.
- 3.6.4 The INDEPENDENT VERIFIER and the GRANTING AUTHORITY may request clarifications and changes, which must be conducted by the CONCESSIONAIRE within ten (10) days. If the request cannot be met within this period, the CONCESSIONAIRE may request an extension of the deadline, for an equal period, in a justified manner.
- 3.6.5 If the GRANTING AUTHORITY does not respond within the period defined in item 3.6.3, the documents listed in item 3.6.1 will be considered as accepted.

3.7 WORKS

- 3.7.1 The CONCESSIONAIRE shall execute the implementation of the WORKS of the HOPE HEALTH COMPLEX in the manner provided for in ANNEX 5 – MINIMUM GUIDELINES FOR PROJECTS AND WORKS, in compliance with the legislation, the applicable technical standards, the BASIC PROJECT and the EXECUTIVE PROJECT that have had the past approval of the GRANTING AUTHORITY and in accordance with the INFRASTRUCTURE DEPLOYMENT SCHEDULE.

3.8 GUIDELINES FOR RECEIVING THE WORKS

- 3.8.1 The INDEPENDENT VERIFIER shall conduct inspections to prove the compliance and compliance, by the CONCESSIONAIRE, with the conditions that justify the CAPEX BUYDOWN PAYMENT EVENTS and for the receipt of the CONCESSION WORKS.
- 3.8.2 It will be up to the CONCESSIONAIRE to request inspections from the INDEPENDENT VERIFIER to the extent that there is compliance with the CAPEX BUYDOWN PAYMENT EVENTS and delivery of the WORK milestones provided for in the INFRASTRUCTURE DEPLOYMENT SCHEDULE.
 - 3.8.2.1 The request indicated in the item above must be sent with a copy to the GRANTING AUTHORITY, which, if it so wishes, may accompany the inspection by the INDEPENDENT VERIFIER, including the participation of the INSPECTION SUPPORT.
- 3.8.3 Each inspection must be conducted within ten (10) business days from the request by the CONCESSIONAIRE.
- 3.8.4 The INDEPENDENT VERIFIER will inform the CONCESSIONAIRE, up to 5 (five) business days in advance, of the date and times for the inspection.
- 3.8.5 The CONCESSIONAIRE shall ensure broad access of the INDEPENDENT VERIFIER, GRANTING AUTHORITY and INSPECTION SUPPORT to the places necessary to conduct the inspection.
- 3.8.6 The results of the inspections will be recorded in the INFRASTRUCTURE DEPLOYMENT INSPECTION REPORT,

observing ANNEX 5 – MINIMUM GUIDELINES FOR PROJECTS AND WORKS, and the applicable technical standards.

- 3.8.7 The INFRASTRUCTURE DEPLOYMENT INSPECTION REPORT must be issued by the INDEPENDENT VERIFIER within fifteen (15) business days from the date of the inspection and, consequently, sent to the PARTIES.
- 3.8.8 After the issuance of the INFRASTRUCTURE DEPLOYMENT INSPECTION REPORT, the GRANTING AUTHORITY may request clarifications from the INDEPENDENT VERIFIER and the CONCESSIONAIRE, within up to twenty (20) business days, extendable for an equal period only once.
- 3.8.9 Upon receipt of any clarifications, the GRANTING AUTHORITY shall issue, within ten (10) business days, the TERM OF ACCEPTANCE OF THE CAPEX BUYDOWN PAYMENT EVENT corresponding to each CAPEX BUYDOWN PAYMENT EVENT, for the payment of the respective CAPEX BUYDOWN PAYMENT, pursuant to ANNEX 10 – PAYMENT MECHANISM.
- 3.8.10 If the GRANTING AUTHORITY has not issued the TERM OF ACCEPTANCE OF THE CAPEX BUYDOWN PAYMENT EVENT within the period indicated in the item above, and once the INFRASTRUCTURE DEPLOYMENT INSPECTION REPORT indicates the approval of the respective CAPEX BUYDOWN PAYMENT EVENT, the associated portion of the CAPEX BUYDOWN PAYMENT may be paid by the GRANTING AUTHORITY, as under the terms of ANNEX 10 – PAYMENT MECHANISM.
- 3.8.11 Without prejudice to the provisions of the item above, if the GRANTING AUTHORITY manifests, within six (6) months, contrary and in divergence from the provisions of the INFRASTRUCTURE DEPLOYMENT INSPECTION REPORT that generated the referred payment of the CAPEX BUYDOWN PAYMENT EVENT, the value of the subsequent CAPEX BUYDOWN PAYMENT EVENT may be discounted to enable the necessary compensations.
- 3.8.12 The payment of the last CAPEX BUYDOWN PAYMENT EVENT is linked to the issuance of the TERM OF ACCEPTANCE OF THE CAPEX BUYDOWN PAYMENT EVENT or to the issuance of the SERVICE ORDER – MODULE 1 LACEN and SERVICE ORDER – MODULE 1 HOSPITAL COMPLEX, whichever occurs first.
- 3.8.13 In the event that the inspection indicates that there was no full compliance with the CAPEX BUYDOWN PAYMENT EVENT and that there are no conditions for receiving the WORKS in accordance with the provisions of ANNEX 5 – MINIMUM GUIDELINES FOR PROJECTS AND WORKS, the INFRASTRUCTURE DEPLOYMENT INSPECTION REPORT must indicate the requirements to be met, the points to be remedied and determine a deadline for the realization of these adaptation needs, without prejudice to the application, by the GRANTING AUTHORITY, of the applicable penalties, if the period necessary for the remediation exceeds the milestone of delivery of the INFRASTRUCTURE DEPLOYMENT and the beginning of PHASE 3 – PARTIAL OPERATION established in this ANNEX.
- 3.8.14 In the event of disagreement about the issuance of the TERM OF ACCEPTANCE OF THE CAPEX BUYDOWN PAYMENT EVENT, the PARTIES may use the dispute resolution mechanisms established in the CONTRACT.
- 3.8.15 The GRANTING AUTHORITY may approve the CAPEX BUYDOWN PAYMENT EVENTS, if it understands that any failures found are not impeding the recognition of the fulfillment of the obligation related to the CAPEX BUYDOWN PAYMENT EVENT and/or for the start of the safe and adequate operation of the SERVICES, as the case may be, indicating, in addition, the requirements to be remedied and/or complied with and determining a deadline for the corrections.
- 3.8.16 In the hypothesis of item 3.8.15 above, the TERMS OF ACCEPTANCE OF THE CAPEX BUYDOWN PAYMENT EVENT will be issued in relation to each CAPEX BUYDOWN PAYMENT EVENT, in order to provide full payment to the

CONCESSIONAIRE in relation to the respective due portion of the CAPEX BUYDOWN PAYMENT.

- 3.8.16.1 If the CONCESSIONAIRE does not make any adjustments within the agreed period, even if there has been payment of the respective TERM OF ACCEPTANCE OF CAPEX BUYDOWN PAYMENT EVENT, it will be subject to penalties under the terms of the CONTRACT.
- 3.8.17 The procedure for receiving the CAPEX BUYDOWN PAYMENT EVENTS described above does not prevent the GRANTING AUTHORITY from monitoring and inspecting the progress of the WORKS, including in relation to milestones not related to the CAPEX BUYDOWN PAYMENT EVENTS.
- 3.8.18 The total receipt of the WORKS will also depend on the fulfillment of the following conditions by the CONCESSIONAIRE:
- 3.8.18.1 presentation of the "as built" project of the HOPE HEALTH COMPLEX under the terms of the current legislation and requirements of the CONTRACT and its ANNEXES;
- 3.8.18.2 the ARCHITECTURE/ENGINEERING PROJECTS must be prepared in BIM – Building Information Modelling, as regulated in ANNEX 5 – MINIMUM GUIDELINES FOR PROJECTS AND WORKS;
- 3.8.18.3 presentation of the entirety of the licenses, authorizations, permits and permits necessary for the operation of the HOPE HEALTH COMPLEX and the beginning of PHASE 3 – PARTIAL OPERATION, as indicated in ANNEX 4 – MINIMUM SOCIO-ENVIRONMENTAL GUIDELINES and ANNEX 5 – MINIMUM GUIDELINES FOR PROJECTS AND WORKS.
- 3.8.19 3.8.17 THE PARTIES may, by prior mutual agreement, proceed to the PARTIAL CONCLUSION of the delivery of WORKS, in accordance with the elements provided for in ANNEX 13 – INVESTMENT SCHEDULE, of the HOSPITAL COMPLEX and/or LACEN, and the GRANTING AUTHORITY is allowed to issue a TERM OF ACCEPTANCE with reservations. The CONCESSIONAIRE shall have the right to receive payment associated with the PARTIAL CONCLUSIONS in accordance with the provisions of ANNEX 10 – PAYMENT MECHANISM.
- 3.8.20 The non-objection and/or approval by the GRANTING AUTHORITY of schedules, projects and facilities presented does not exclude the exclusive responsibility of the CONCESSIONAIRE for the adequacy of the investments made, as well as for the fulfillment of contractual, regulatory and legal obligations.

3.9 GUIDELINES FOR THE AVAILABILITY AND RECEIPT OF MEDICAL-HOSPITAL EQUIPMENT, LABORATORY EQUIPMENT AND FURNITURE

- 3.9.1 The set of MEDICAL-HOSPITAL EQUIPMENT, LABORATORY EQUIPMENT and FURNITURE to be used in the operation of the HOPE HEALTH COMPLEX will consist of goods to be made available by the CONCESSIONAIRE, as indicated in ANNEX 6 – EQUIPMENT AND FURNITURE.
- 3.9.2 The CONCESSIONAIRE shall make available the MEDICAL-HOSPITAL EQUIPMENT, LABORATORY EQUIPMENT and FURNITURE related to the HOPE HEALTH COMPLEX, ensuring that its receipt, installation and approval by the GRANTING AUTHORITY occur in accordance with the dates planned for the transfer of the CURRENT HOSPITAL UNITS and LACEN, and the beginning of PHASE 3 – PARTIAL OPERATION, observing the reversibility of such assets at the end of the CONTRACT.

3.10 APPROVAL OF MEDICAL-HOSPITAL EQUIPMENT, LABORATORY EQUIPMENT AND FURNITURE

- 3.10.1 The approval of MEDICAL-HOSPITAL EQUIPMENT, LABORATORY EQUIPMENT and FURNITURE will observe the following steps:
- 3.10.1.1 The CONCESSIONAIRE shall install the MEDICAL-HOSPITAL EQUIPMENT, LABORATORY EQUIPMENT and FURNITURE, as indicated in the INFRASTRUCTURE DEPLOYMENT SCHEDULE, observing ANNEX 6 – EQUIPMENT AND FURNITURE.
- 3.10.1.2 The CONCESSIONAIRE must carry out the necessary procedures for the calibration and qualification process of the MEDICAL-HOSPITAL EQUIPMENT and LABORATORY EQUIPMENT that require these procedures, ensuring compliance with the reference standards necessary for the provision of FINALISTIC SERVICES, including criteria for compliance with the certifications of the HOSPITAL COMPLEX and LACEN maintained by the GRANTING AUTHORITY.
- 3.10.1.3 After all item activities are completed 3.10.1.1 and 3.10.1.2, the CONCESSIONAIRE must request the inspections to be carried out by the INDEPENDENT VERIFIER, with a copy to the GRANTING AUTHORITY.
- 3.10.1.4 The INDEPENDENT VERIFIER will have a period of 30 (thirty) days after the CONCESSIONAIRE's request to conduct the inspections.
- 3.10.1.5 The GRANTING AUTHORITY may monitor the inspection, including the participation of the INSPECTION SUPPORT.
- 3.10.1.6 The INDEPENDENT VERIFIER shall issue an opinion, within fifteen (15) business days after the completion of the inspections, indicating the validation or the need for corrections or replacement of MEDICAL-HOSPITAL EQUIPMENT, LABORATORY EQUIPMENT and FURNITURE, the method or place of installation, and may request the performance of new quality or performance tests of the MEDICAL-HOSPITAL EQUIPMENT and LABORATORY EQUIPMENT.
- 3.10.1.7 The GRANTING AUTHORITY, within ten (10) business days, shall express its opinion on the opinion issued by the INDEPENDENT VERIFIER.
- 3.10.1.8 Any refusal, either by the INDEPENDENT VERIFIER or by the GRANTING AUTHORITY, must be justified in the requirements of this ANNEX, ANNEX 6 – EQUIPMENT AND FURNITURE or the SPECIFICATION BOOKLET.
- 3.10.1.9 The CONCESSIONAIRE will have a period of fifteen (15) days to make the corrections and meet the determined requests. If the request cannot be met within this period, the CONCESSIONAIRE may request the extension of the deadline in a justified manner.
- 3.10.1.10 After the corrections referred to in the previous item, the INDEPENDENT VERIFIER will have a period of fifteen (15) days to analyze and send a new opinion to the PARTIES.
- 3.10.1.11 The GRANTING AUTHORITY shall respond within ten (10) business days of receipt of the revised opinion.
- 3.10.1.12 The approval of the MEDICAL-HOSPITAL EQUIPMENT, LABORATORY EQUIPMENT and FURNITURE shall be formalized by the GRANTING AUTHORITY through the issuance of the TERM OF ACCEPTANCE OF THE EQUIPMENT in favor of the CONCESSIONAIRE, as to the fulfillment of the obligations set forth in the items 3.10.1.1 and 3.10.1.2.
- 3.10.1.13 If the GRANTING AUTHORITY does not manifest itself within the deadlines set forth above, the MEDICAL-HOSPITAL EQUIPMENT, LABORATORY EQUIPMENT and FURNITURE will be considered approved if there is approval by the INDEPENDENT VERIFIER.
- 3.10.2 If the CONCESSIONAIRE wishes, during the execution of the CONTRACT, to make available MEDICAL-

HOSPITAL EQUIPMENT, LABORATORY EQUIPMENT AND FURNITURE due to its own analysis of the advantage of having a certain item, such availability may be made, provided that it does not cause impacts on the observance of the KEY PERFORMANCE INDICATORS established in ANNEX 8 – KEY PERFORMANCE STANDARDS and other conditions of the CONTRACT and its ANNEXES, it being certain that this availability must be made at the expense and risk of the CONCESSIONAIRE, and there is no economic and financial rebalancing of the CONTRACT in favor of the CONCESSIONAIRE.

- 3.10.3 The new availability of MEDICAL-HOSPITAL EQUIPMENT, LABORATORY EQUIPMENT and FURNITURE, regardless of whether made by request of the GRANTING AUTHORITY or the CONCESSIONAIRE and/or if they cause the economic and financial rebalancing of the CONTRACT, will be incorporated as REVERSIBLE ASSETS of this CONCESSION.
- 3.10.4 The equipment made available in the event of item 3.10.4 above must be submitted to the approval process provided for in this ANNEX.

3.11 TRANSFER SCHEDULE FOR THE CURRENT HOSPITAL UNITS and LACEN

- 3.11.1 The GRANTING AUTHORITY shall provide all the information necessary for the preparation of the TRANSFER SCHEDULE FOR THE CURRENT HOSPITAL UNITS and LACEN by the CONCESSIONAIRE, in particular data referring to: (i) the number of patients to be transferred, the order of priority and the transfer schedule of the sectors of the CURRENT HOSPITAL UNITS; (ii) indication of the professionals providing FINALISTIC SERVICES of the CURRENT HOSPITAL UNITS and LACEN, including information on shift and work routines; (iii) the order of priority and the schedule for the transfer of LACEN laboratories; (iv) any other information required as long as requested by the CONCESSIONAIRE.
 - 3.11.1.1 It will be the responsibility of the CONCESSIONAIRE to consult and make alignments with the GRANTING AUTHORITY for the preparation of the TRANSFER SCHEDULE FOR THE CURRENT HOSPITAL UNITS and the TRANSFER SCHEDULE FOR LACEN, especially for the collection of information.
 - 3.11.2 The CONCESSIONAIRE shall submit to the GRANTING AUTHORITY the TRANSFER SCHEDULE FOR THE CURRENT HOSPITAL UNITS and the TRANSFER SCHEDULE FOR LACEN, within 180 (one hundred and eighty) days from the beginning of PHASE 2 – CONSTRUCTION, which shall indicate, at least:
 - 3.11.2.1 Based on the information provided by the GRANTING AUTHORITY, the order of priority and the schedule for the transfer of sectors of the CURRENT HOSPITAL UNITS, accompanied by information and the estimated number of patients to be transferred and professionals providing FINALISTIC SERVICES to be relocated or hired to the HOPE HEALTH COMPLEX.
 - 3.11.2.2 Based on the information provided by the GRANTING AUTHORITY, the order of priority and the schedule for the transfer of LACEN's laboratories, accompanied by the number of professionals providing LACEN's FINALISTIC SERVICES to be relocated to the HOPE HEALTH COMPLEX.
 - 3.11.2.3 Based on the information provided by the GRANTING AUTHORITY, the shifts and work routines of the professionals providing FINALISTIC SERVICES in the HOSPITAL COMPLEX and LACEN during and after the transfer period.
 - 3.11.2.4 The order of priority and schedule for the transfer, availability, installation, calibration and qualification, when applicable, of the MEDICAL-HOSPITAL EQUIPMENT and LABORATORY EQUIPMENT and FURNITURE for the HOPE HEALTH COMPLEX.

- 3.11.2.5 Methodology and scope for the training to be provided by the CONCESSIONAIRE to the FINALISTIC SERVICES and SERVICES teams, including schedule, program contents, those responsible for training and other related aspects.
- 3.11.2.5.1 Training should take place throughout PHASE 3 – PARTIAL OPERATION. In Module 1, priority should be given to initial training in the new structures, such as reconnaissance of the areas, use of new equipment, as well as new routines and simulation of care and production. For Module 2 onwards, operational training must be conducted from the beginning of operations, reinforcing new routines and procedures.
- 3.11.2.5.2 The CONCESSIONAIRE must keep the content of Module 1 available to other professionals of the FINALISTIC SERVICES or SERVICES, who join the HOPE HEALTH COMPLEX after the completion of the Module 1 training. The CONCESSIONAIRE must define with the GRANTING AUTHORITY, according to the demand and entry of new professionals, the periodicity for new training sessions for the training of Module 1, throughout the CONTRACT TERM.
- 3.11.2.6 Methodology and procedures for assessing the structure by the FINALISTIC SERVICES and SERVICES teams, for the operation of the HOSPITAL COMPLEX and LACEN, including the definition of responsibilities, execution schedule, types of tests to be performed, acceptance criteria and other pertinent aspects.
- 3.11.2.6.1 The tests of the structure are not related to the procedures described in this ANNEX for PHASE 2 – CONSTRUCTION, necessary for 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.
- 3.11.2.6.2 The tests of the structure will be conducted by the FINALISTIC SERVICES and SERVICES teams, during PHASE 3 – PARTIAL OPERATION.
- 3.11.3 THE TRANSFER SCHEDULE FOR THE CURRENT HOSPITAL UNITS and the TRANSFER SCHEDULE FOR LACEN must consider the provisions of the Table 1 and in the Table 2, in relation to the guidelines, content and modulation proposed for the HOSPITAL COMPLEX and LACEN.
- 3.11.4 Within ninety (90) days of receipt of the TRANSFER SCHEDULE FOR THE CURRENT HOSPITAL UNITS and the TRANSFER SCHEDULE FOR LACEN, the GRANTING AUTHORITY shall decide for its approval or shall indicate the need for adjustments to adapt it to the determinations set forth in this CONTRACT and its ANNEXES.
- 3.11.5 The CONCESSIONAIRE will have a period of thirty (30) days to make the determined adjustments.
- 3.11.6 If the GRANTING AUTHORITY does not respond within the period defined in item 3.11.4, the TRANSFER SCHEDULE FOR THE CURRENT HOSPITAL UNITS and the TRANSFER SCHEDULE FOR LACEN will be considered accepted.
- 3.11.7 If the TRANSFER SCHEDULE FOR THE CURRENT HOSPITAL UNITS and the TRANSFER SCHEDULE FOR LACEN are not delivered within the deadline defined in item 3.11.2 as a result of the absence and/or delay in the provision of information by the GRANTING AUTHORITY, the CONCESSIONAIRE will not be penalized and the provisions of item 3.4 and following of this ANNEX.
- 3.11.8 The approval of the requirements indicated in the item 3.1 will be formalized by the GRANTING AUTHORITY through the issuance of the TERM OF ACCEPTANCE OF THE CONCESSION PHASES – PHASE 2 HOSPITAL COMPLEX and TERM OF ACCEPTANCE OF THE CONCESSION PHASES – PHASE 2 LACEN.
- 3.11.9 The PARTIES may agree on the start of PHASE 3 – PARTIAL OPERATION before the full completion of the

INFRASTRUCTURE DEPLOYMENT, provided that the health conditions of the HOPE HEALTH COMPLEX and the safety of the USERS are ensured. In this situation, the TERM OF ACCEPTANCE OF THE CONCESSION PHASES - PHASE 2 HOSPITAL COMPLEX and the TERM OF ACCEPTANCE OF THE CONCESSION PHASES - PHASE 2 LACEN will be issued, on a provisional basis, but with the right to receive remuneration by the CONCESSIONAIRE, as described in ANNEX 10 - PAYMENT MECHANISM.

4 PHASE 3 – PARTIAL OPERATION

- 4.1 PHASE 3 – PARTIAL OPERATION will begin from the issuance of the SERVICE ORDER – MODULE 1 HOSPITAL COMPLEX and the SERVICE ORDER – MODULE 1 LACEN.
- 4.2 PHASE 3 – PARTIAL OPERATION will last 360 (three hundred and sixty) days for the HOSPITAL COMPLEX and 240 (two hundred and forty) days for LACEN, during which time the CONCESSIONAIRE shall:
 - 4.2.1 To start the provision of SERVICES in the HOPE HEALTH COMPLEX considering the areas covered by modules 1, 2, 3 and 4, as detailed in item 4.6 .
- 4.3 In line with the TRANSFER PLANS:
 - 4.3.1 The GRANTING AUTHORITY will be responsible for organizing and reallocating the professionals who are currently providers of the FINALISTIC SERVICES in the CURRENT HOSPITAL UNITS and in LACEN, being responsible for the corresponding costs.
 - 4.3.2 The GRANTING AUTHORITY will be responsible for transferring the PATIENTS, allocated to the CURRENT HOSPITAL UNITS, to the respective areas that are part of the HOSPITAL COMPLEX, being responsible for the corresponding costs, including transportation, and for the preservation of the health and safety conditions of the patients during the transfer process, without any burden to the CONCESSIONAIRE. From the arrival of the PATIENTS at the HOSPITAL COMPLEX, the CONCESSIONAIRE will be responsible for providing the SERVICES under the terms of ANNEX 7 – SCHEDULE OF RESPONSIBILITIES.
- 4.4 It is up to the GRANTING AUTHORITY to issue the SERVICE ORDER authorizing the start of the provision of SERVICES for each module of the HOSPITAL COMPLEX and LACEN.
- 4.5 The issuance of SERVICE ORDERS will occur individually for each module, being divided between COMPLEXO HOSPITALAR and LACEN.
 - 4.5.1 The CONCESSIONAIRE's remuneration will be conditioned to the issuance of each SERVICE ORDER by the GRANTING AUTHORITY for each module, individually for the HOSPITAL COMPLEX and for LACEN, as indicated in ANNEX 10 – PAYMENT MECHANISM.
 - 4.5.2 The definitive approval of the operation of all modules must be formalized by the GRANTING AUTHORITY through 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.
- 4.6 Schedule of PHASE 3 – PARTIAL OPERATION
 - 4.6.1 The HOPE HEALTH COMPLEX, composed of the HOSPITAL COMPLEX and LACEN, will start operating in phases in their respective areas of operation.
 - 4.6.2 The following tables will present the summarized modules of the main areas of activity to be delivered during PHASE 3 – PARTIAL OPERATION.
 - 4.6.3 When analyzing and approving the TRANSFER SCHEDULE FOR THE CURRENT HOSPITAL UNITS and the TRANSFER SCHEDULE FOR LACEN, the GRANTING AUTHORITY may request changes in the sequencing and areas of action foreseen for each module as indicated in the Table 1 and Table 2, observing the maintenance of the economic and financial balance of the CONTRACT.
 - 4.6.4 The training indicated below must be funded and organized by the CONCESSIONAIRE and/or by specialized companies hired by the CONCESSIONAIRE. The training must cover all systems, MEDICAL-HOSPITAL EQUIPMENT and LABORATORY EQUIPMENT installed by the CONCESSIONAIRE, as well as guidelines

and other information on the SERVICES under the responsibility of the CONCESSIONAIRE that directly or indirectly affect the provision of the FINALISTIC SERVICES. Systems acquired and/or provided by the GRANTING AUTHORITY under the terms of ANNEX 7 – SCHEDULE OF RESPONSIBILITIES.

- 4.6.5 The issuance of the SERVICE ORDER for each Module may be anticipated if it is found that all obligations are fulfilled before the deadline indicated below, or extended, in case it is impossible to fulfill the obligations within the estimated period, by agreement between the PARTIES.
- 4.6.6 In the cases indicated in the item above, the economic and financial balance shall be evaluated, considering the terms of the CONTRACT, as well as the application of penalties to the CONCESSIONAIRE.

Table 1 – Operation Modules HOSPITAL COMPLEX

HOSPITAL COMPLEX	Practice Areas	Beginning
Module 1	<ul style="list-style-type: none"> i. Training for the FINALISTIC SERVICES and SERVICES teams; ii. Tests of the Structure for the Operation of the HOSPITAL COMPLEX. 	It starts from the issuance of the SERVICE ORDER – MODULE 1 HOSPITAL COMPLEX.
Module 2	<ul style="list-style-type: none"> i. Continuity of training of the FINALISTIC SERVICES and SERVICES teams; ii. All areas not listed for Modules 3 and 4; iii. Administrative Areas, Workshops and Parking, Support Areas and Services, etc.; iv. SADT (imaging exams, clinical analysis laboratory and graphic methods). 	The SERVICE ORDER – MODULE 2 HOSPITAL COMPLEX must be issued within 60 (sixty) days after the issuance of the SERVICE ORDER – MODULE 1 HOSPITAL COMPLEX.
Module 3	<ul style="list-style-type: none"> i. Continuity of training of the FINALISTIC SERVICES and SERVICES teams; ii. Activities, areas and sectors, related to Pediatrics and Women's Health and the Labor and Birth Care Network: <ul style="list-style-type: none"> a. Clinical Decision Unit – UDC b. Outpatient Clinic – Consultations and Day Hospital c. Surgical Center – Day Hospital, Operating Rooms (partial) and Obstetric Center d. Inpatient Units e. Adult, pediatric and neonatal ICU 	The SERVICE ORDER – MODULE 3 HOSPITAL COMPLEX must be issued within 120 (one hundred and twenty) days after the issuance of the SERVICE ORDER – MODULE 1 HOSPITAL COMPLEX.
Module 4	<ul style="list-style-type: none"> i. Continuity of training of the FINALISTIC SERVICES and SERVICES teams; 	The SERVICE ORDER – MODULE 4 HOSPITAL COMPLEX must be

HOSPITAL COMPLEX	Practice Areas	Beginning
	<ul style="list-style-type: none"> ii. Activities, areas and sectors, related to other FINALISTIC SERVICES, such as Oncology and Infectious Diseases: <ul style="list-style-type: none"> a. Clinical Decision Unit - UDC b. Outpatient Clinic – Day Hospital and Chemotherapy c. Surgical Center d. Inpatient Units e. Adult ICU 	issued within 240 (two hundred and forty) days after the issuance of the SERVICE ORDER – MODULE 1 HOSPITAL COMPLEX.

Table 2 - LACEN Operation Modules

LACEN	Practice Areas	Beginning
Module 1	<ul style="list-style-type: none"> i. Training for the FINALISTIC SERVICES and SERVICES teams; ii. Tests of the Structure for LACEN Operation. 	Starts from the issuance of the SERVICE ORDER – MODULE 1 LACEN.
Module 2	<ul style="list-style-type: none"> i. Continuity of training of the FINALISTIC SERVICES and SERVICES teams; ii. All areas not listed for Module 3; iii. Administrative Areas, Workshops and Parking, Support Areas and Services, etc.; iv. Sample Receiving and Storage Center (for DECD); v. DECD. PLATFORMS 	The SERVICE ORDER – MODULE 2 LACEN must be issued within a maximum period of 60 (sixty) after the issuance of the SERVICE ORDER – MODULE 1 LACEN.
Module 3	<ul style="list-style-type: none"> i. Continuity of training of the FINALISTIC SERVICES and SERVICES teams; ii. Sample Receiving and Storage Center (for DIVISA); iii. FOREX PLATFORMS iv. Center for the Preparation of Culture Media and Solutions. 	The SERVICE ORDER – MODULE 3 LACEN must be issued within 180 (one hundred and eighty) days after the issuance of the SERVICE ORDER – MODULE 1 LACEN.

5 PHASE 4 – FULL OPERATION

- 5.1 After the fulfillment of the obligations of the PARTIES related to PHASE 3 – PARTIAL OPERATION and 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, the CONCESSIONAIRE will be responsible for the FULL OPERATION of the SERVICES throughout the HOPE HEALTH COMPLEX until the end of the CONCESSION TERM, subject to the provisions of ANNEX 7 – SCHEDULE OF RESPONSIBILITIES.
- 5.2 Under the terms of the CONTRACT, twelve (12) months before the end of the CONTRACT, or immediately, in the event of early termination, the CONCESSIONAIRE shall submit to 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.