

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 10

PAYMENT MECHANISM

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1 INTRODUCTION

- 1.1 For the INFRASTRUCTURE DEPLOYMENT and execution of the SERVICES, the CONCESSIONAIRE will be entitled to REVENUES corresponding to the MONTHLY AVAILABILITY PAYMENT, which consists of the sum of the EFFECTIVE MONTHLY AVAILABILITY PAYMENT and the AVAILABILITY PAYMENT FOR IMAGING, ANATOMOPATHOLOGICAL AND LABORATORY EXAMINATION SERVICES, as well as those arising from the CAPEX BUYDOWN PAYMENT and ANCILLARY REVENUES, subject to the conditions and rules set forth in this ANNEX and in the CONTRACT.
- 1.2 The amounts to be paid to the CONCESSIONAIRE refer to:

$$\text{REVENUES} = \text{MONTHLY AVAILABILITY PAYMENT} + \text{CBP} + \text{ANCILLARY REVENUES}$$

$$\text{MONTHLY AVAILABILITY PAYMENT} = \\ \text{EFFECTIVE MONTHLY AVAILABILITY PAYMENT} + \text{CIAL}$$

Where:

REVENUES = Gross revenue realized by the CONCESSIONAIRE for the execution of the CONTRACT;

MONTHLY AVAILABILITY PAYMENT = Sum of the EFFECTIVE MONTHLY AVAILABILITY PAYMENT and the AVAILABILITY PAYMENT FOR IMAGING, ANATOMOPATHOLOGICAL AND LABORATORY EXAMINATION SERVICES;

CME = EFFECTIVE MONTHLY AVAILABILITY PAYMENT, as indicated in item 2 of this ANNEX;

CIAL = AVAILABILITY PAYMENT FOR IMAGING, ANATOMOPATHOLOGICAL AND LABORATORY EXAMINATION SERVICES, as indicated in item 10 of this ANNEX;

CBP = CAPEX BUYDOWN PAYMENT due to the CONCESSIONAIRE according to the fulfillment of the CAPEX BUYDOWN PAYMENT EVENTS, as indicated in item 11 of this ANNEX;

ANCILLARY REVENUES = Amount referring to alternative, ancillary, complementary revenues obtained by the CONCESSIONAIRE according to the guidelines and conditions set forth in the CONTRACT.

2 CALCULATION OF THE EFFECTIVE MONTHLY AVAILABILITY PAYMENT

2.1 The EFFECTIVE MONTHLY AVAILABILITY PAYMENT shall be due monthly to the CONCESSIONAIRE and shall be calculated according to the following equation:

$$CME_m = [CME_{mHOSPITAL\ COMPLEX} + CME_{mLACEN}]$$

Where:

CME_m = EFFECTIVE MONTHLY AVAILABILITY PAYMENT to be paid in the contractual month "m";

$CME_{mHOSPITAL\ COMPLEX}$ = EFFECTIVE MONTHLY AVAILABILITY PAYMENT, in the contractual month "m" referring to the HOSPITAL COMPLEX;

CME_{mLACEN} = EFFECTIVE MONTHLY AVAILABILITY PAYMENT, in the contractual month "m" referring to LACEN.

- 2.2 The EFFECTIVE MONTHLY AVAILABILITY PAYMENT, to be disbursed in a given contractual month, will be calculated and informed monthly by the INDEPENDENT VERIFIER in the MONTHLY PAYMENT REPORT, which will indicate the calculation memory of the EFFECTIVE MONTHLY AVAILABILITY PAYMENT, under the terms of item 14.
- 2.3 The portions of remuneration for investments (CAPEX) and expenses and operating costs (OPEX), respectively of the components of the HOSPITAL COMPLEX and LACEN, will add up to one hundred (100) percent, being separated by their respective remuneration formulas.

3 EFFECTIVE MONTHLY AVAILABILITY PAYMENT – HOSPITAL COMPLEX

- 3.1 Until the last month of the 10th year of the CONTRACT, the EFFECTIVE MONTHLY AVAILABILITY PAYMENT for the HOSPITAL COMPLEX due in the contractual month "m" shall be calculated according to the following equation:

$$CME_m \text{ HOSPITAL COMPLEX} = (CMM_{\text{Capex HOSPITAL COMPLEX}} \times FC_{\text{HOSPITAL COMPLEX}}) + (CMM_{\text{Opex HOSPITAL COMPLEX}} \times FO_{\text{HOSPITAL COMPLEX}}) \times FTO \times [91\% + 9\% \times FD_{\text{HOSPITAL COMPLEX}}]$$

Where:

$CME_m \text{ HOSPITAL COMPLEX}$ = EFFECTIVE MONTHLY AVAILABILITY PAYMENT for the HOSPITAL COMPLEX to be paid in the contractual month "m";

$CMM_{\text{Capex HOSPITAL COMPLEX}}$ = Portion of the MAXIMUM MONTHLY AVAILABILITY PAYMENT for remuneration to the CONCESSIONAIRE for investments (CAPEX) related to the HOSPITAL COMPLEX. A is equivalent to 35% (thirty-five percent) of the MAXIMUM MONTHLY AVAILABILITY PAYMENT;

$FC_{\text{HOSPITAL COMPLEX}}$ = CONSTRUCTION FACTOR determined according to the CONCESSION PHASE for the HOSPITAL COMPLEX, as presented in item 6 of this ANNEX;

$CMM_{\text{Opex HOSPITAL COMPLEX}}$ = Portion of the MAXIMUM MONTHLY AVAILABILITY PAYMENT for remuneration to the CONCESSIONAIRE for operating costs and expenses (OPEX) related to the HOSPITAL COMPLEX. A $CMM_{\text{Opex HOSPITAL COMPLEX}}$ is equivalent to 40% (forty percent) of the MAXIMUM MONTHLY AVAILABILITY PAYMENT;

$FO_{\text{HOSPITAL COMPLEX}}$ = OPERATING FACTOR determined according to the CONCESSION PHASE for the HOSPITAL COMPLEX, as detailed in item 6.8 of this ANNEX;

$FD_{\text{HOSPITAL COMPLEX}}$ = PERFORMANCE FACTOR (FD) with the result of the process of gauging the KEY PERFORMANCE STANDARDS for the HOSPITAL COMPLEX calculated in the previous quarter, as identified in item 5 of this ANNEX;

FTO = OCCUPANCY RATE factor calculated in the previous quarter, as described in item 6.8 of this ANNEX.

3.2 From the first month of the 11th year of the CONTRACT, the EFFECTIVE MONTHLY AVAILABILITY PAYMENT for the HOSPITAL COMPLEX due in the contractual month "m" shall be calculated according to the following equation:

$$CME_{m \text{ HOSPITAL COMPLEX}} = (CMM_{Capex \text{ HOSPITAL COMPLEX}} \times FC_{\text{HOSPITAL COMPLEX}}) + (CMM_{Opex \text{ HOSPITAL COMPLEX}} \times FO_{\text{HOSPITAL COMPLEX}}) \times FTO \times [84\% + 16\% \times FD_{\text{HOSPITAL COMPLEX}}]$$

Where:

$CME_{m \text{ HOSPITAL COMPLEX}}$ = EFFECTIVE MONTHLY AVAILABILITY PAYMENT for the HOSPITAL COMPLEX to be paid in the contractual month "m";

$CMM_{Capex \text{ HOSPITAL COMPLEX}}$ = Portion of the MAXIMUM MONTHLY AVAILABILITY PAYMENT for remuneration to the CONCESSIONAIRE for investments (CAPEX) related to the HOSPITAL COMPLEX. A is equivalent to 35% (thirty-five percent) of the MAXIMUM MONTHLY AVAILABILITY PAYMENT;

$FC_{\text{HOSPITAL COMPLEX}}$ = CONSTRUCTION FACTOR determined according to the CONCESSION PHASE for the HOSPITAL COMPLEX, as presented in item 6 of this ANNEX;

$CMM_{Opex \text{ HOSPITAL COMPLEX}}$ = Portion of the MAXIMUM MONTHLY AVAILABILITY PAYMENT for remuneration to the CONCESSIONAIRE for operating costs and expenses (OPEX) related to the HOSPITAL COMPLEX. A $CMM_{Opex \text{ COMPLEXO HOSPITALAR}}$ is equivalent to 40% (forty percent) of the MAXIMUM MONTHLY AVAILABILITY PAYMENT;

$FO_{\text{HOSPITAL COMPLEX}}$ = OPERATING FACTOR determined according to the CONCESSION PHASE for the HOSPITAL COMPLEX, as detailed in item 6.8 of this ANNEX;

$FD_{\text{HOSPITAL COMPLEX}}$ = PERFORMANCE FACTOR (FD) with the result of the process of gauging the KEY PERFORMANCE STANDARDS for the HOSPITAL COMPLEX calculated in the previous quarter, as identified in item 5 of this ANNEX;

FTO = OCCUPANCY RATE factor calculated in the previous quarter, as described in item 6.8 of this ANNEX.

4 EFFECTIVE MONTHLY AVAILABILITY PAYMENT – LACEN

- 4.1 Until the last month of the 10th year of the CONTRACT, the EFFECTIVE MONTHLY AVAILABILITY PAYMENT referring to LACEN due in the contractual month "m" shall be calculated according to the following equation:

$$CME_{mLACEN} = (CMM_{Capex\ LACEN} \times FC_{LACEN}) + (CMM_{Opex\ LACEN} \times FO_{LACEN} \times [43\% + 9\% \times FD_{LACEN} + 48\% \times INS])$$

Where:

CME_{mLACEN} = EFFECTIVE MONTHLY AVAILABILITY PAYMENT referring to LACEN to be paid in the contractual month m;

$CMM_{Capex\ LACEN}$ = Portion of the MAXIMUM MONTHLY AVAILABILITY PAYMENT for remuneration to the CONCESSIONAIRE for investments (CAPEX) related to LACEN. A is equivalent to 14% (fourteen percent) of the MAXIMUM MONTHLY AVAILABILITY PAYMENT;

FC_{LACEN} = CONSTRUCTION FACTOR determined according to the CONCESSION PHASE for LACEN, as presented in item 6 of this Annex.

$CMM_{Opex\ LACEN}$ = Portion of the MAXIMUM MONTHLY AVAILABILITY PAYMENT for remuneration to the CONCESSIONAIRE for operating costs and expenses (OPEX) related to LACEN. A is equivalent to 11% (eleven percent) of the MAXIMUM MONTHLY AVAILABILITY PAYMENT;

FO_{LACEN} = OPERATING FACTOR determined according to the CONCESSION PHASE for the HOSPITAL COMPLEX, as detailed in item 6.8 of this Annex;

FD_{LACEN} = PERFORMANCE FACTOR (FD) with the result of the KEY PERFORMANCE STANDARDS measurement process for LACEN calculated in the previous quarter, as identified in item 5 of this ANNEX;

INS = SUPPLIES INDEX calculated in the previous quarter, as detailed in item 0 of this ANNEX.

- 4.2 From the first month of the 11th year of the CONTRACT, the EFFECTIVE MONTHLY AVAILABILITY PAYMENT for LACEN due in the contractual month "m" shall be calculated according to the following equation:

$$CME_{mLACEN} = (CMM_{Capex\ LACEN} \times FC_{LACEN}) + (CMM_{Opex\ LACEN} \times FO_{LACEN} \times [36\% + 16\% \times FD_{LACEN} + 48\% \times INS])$$

Where:

CME_{mLACEN} = EFFECTIVE MONTHLY AVAILABILITY PAYMENT referring to LACEN to be paid in the contractual month m;

$CMM_{Capex\ LACEN}$ = Portion of the MAXIMUM MONTHLY AVAILABILITY PAYMENT for remuneration to the CONCESSIONAIRE for investments (CAPEX) related to LACEN. A is equivalent to 14% (fourteen percent) of the MAXIMUM MONTHLY AVAILABILITY PAYMENT;

FC_{LACEN} = CONSTRUCTION FACTOR determined according to the CONCESSION PHASE for LACEN, as presented in item 6 of this Annex.

$CMM_{Opex\ LACEN}$ = Portion of the MAXIMUM MONTHLY AVAILABILITY PAYMENT for remuneration to the CONCESSIONAIRE for operating costs and expenses (OPEX) related to LACEN. A is equivalent to 11% (eleven percent) of the MAXIMUM MONTHLY AVAILABILITY PAYMENT;

FO_{LACEN} = OPERATING FACTOR determined according to the CONCESSION PHASE for the HOSPITAL COMPLEX, as detailed in item 6.8 of this Annex;

FD_{LACEN} = PERFORMANCE FACTOR (FD) with the result of the KEY PERFORMANCE STANDARDS measurement process for LACEN calculated in the previous quarter, as identified in item 5 of this ANNEX;

INS = SUPPLIES INDEX calculated in the previous quarter, as detailed in item 0 of this ANNEX.

5 GENERAL PERFORMANCE INDEX (IDG)

- 5.1 The GENERAL PERFORMANCE INDEX (IDG), for the HOSPITAL COMPLEX and for LACEN, will be calculated quarterly by the INDEPENDENT VERIFIER based on the calculation methodology detailed in ANNEX 8 - KEY PERFORMANCE STANDARDS.
- 5.2 The calculation of the IDG will begin from PHASE 3 - PARTIAL OPERATION, according to the implementation schedule stipulated in ANNEX 3 - CONCESSION PHASES.
- 5.3 The IDG calculated for the respective quarter, which will be the basis for calculating the PERFORMANCE FACTOR (FD), shall impact the EFFECTIVE MONTHLY AVAILABILITY PAYMENT (CME) in the three months following the approval of the QUARTERLY EVALUATION REPORT, pursuant to ANNEX 8 - KEY PERFORMANCE STANDARDS.
- 5.4 For the first 12 (twelve) months from the beginning of PHASE 3 - PARTIAL OPERATION, the IDGs calculated for the HOSPITAL COMPLEX and for LACEN will not be considered in the calculation of the FD and the EFFECTIVE MONTHLY AVAILABILITY PAYMENT (CME), so that for these measurement periods the respective IDGs will be considered equal to 1 (one).
- 5.5 The attribution of a score equal to 1 (one) for the IDGs calculated during the first 12 (twelve) months after PHASE 3 - PARTIAL OPERATION will not dispense with the effective calculation of the KEY PERFORMANCE INDICATORS and preparation of the calculations that result in these IDGs.
- 5.6 After the deadline indicated in the item 5.5, until the end of the CONCESSION term, the calculated IDG will be converted into FD in accordance with the following rules:
 - 5.6.1 For IDG equal to or greater than 0.95 (ninety-five hundredths), the FD will be equivalent to 1.00 (one integer).
 - 5.6.2 For IDG less than 0.95 (ninety-five hundredths), the FD will be equivalent to the value effectively calculated from the IDG.

6 CONSTRUCTION FACTOR

6.1 The CONSTRUCTION FACTOR (FC) will be determined according to the CONCESSION PHASE and will have a dimensionless value of 0% (zero) or 100% (one hundred percent), being defined according to the tables below and in accordance with the guidelines of the CONTRACT and ANNEX 3 – CONCESSION PHASES:

Table 1 – CONSTRUCTION FACTOR referring to the PHASES of HOSPITAL COMPLEX

PHASES of HOSPITAL COMPLEX	CONSTRUCTION FACTOR (FC _{HOSPITAL COMPLEX})
PHASE 1 – Planning	0%
PHASE 2 – Construction	0%
PHASE 3 – Partial Operation	100%
PHASE 4 – Full Operation	100%

Table 2 – CONSTRUCTION FACTOR referring to the PHASES of LACEN

PHASES of LACEN	CONSTRUCTION FACTOR (FCLACEN)
PHASE 1 – Planning	0%
PHASE 2 – Construction	0%
PHASE 3 – Partial Operation	100%
PHASE 4 – Full Operation	100%

6.2 The FC will be updated to calculate the EFFECTIVE MONTHLY AVAILABILITY PAYMENT, according to the phases in which it is, under the terms of the tables above, from the issuance, by the GRANTING AUTHORITY, of the respective TERMS OF ACCEPTANCE OF THE CONCESSION PHASES for the HOSPITAL COMPLEX and for LACEN, as provided for in ANNEX 3 – CONCESSION PHASES.

6.3 The execution of the CONCESSION PHASES is scheduled to occur simultaneously for the HOSPITAL COMPLEX and LACEN. In the event of a temporal mismatch between the PHASES OF THE CONCESSION of the HOSPITAL COMPLEX and LACEN, TERMS OF ACCEPTANCE OF THE INDIVIDUAL PHASES OF THE CONCESSION may be issued for the HOSPITAL COMPLEX and LACEN, in the CONCESSION PHASE in which each of them is, so that the FC is updated for the calculation of the EFFECTIVE MONTHLY AVAILABILITY PAYMENT.

6.4 The delivery of the WORKS of the HOPE HEALTH COMPLEX is expected to occur in full at the end of PHASE 2 – CONSTRUCTION. However, if the PARTIES decide, by mutual agreement, that PHASE 3 – PARTIAL OPERATION is initiated without the full completion of any of the elements of the HOPE HEALTH COMPLEX, the FC shall be applied considering the portion of the element of the HOPE HEALTH COMPLEX that has already been executed by the CONCESSIONAIRE and accepted by the GRANTING AUTHORITY under the terms of ANNEX 3 – CONCESSION PHASES.

- 6.5 Elements of the HOPE HEALTH COMPLEX, within the meaning of item 6.4, are understood to be the engineering interventions and WORKS provided for in APPENDIX 5.1 – PROGRAMS OF NEEDS of ANNEX 5 – MINIMUM GUIDELINES FOR PROJECTS AND WORKS, as well as the EQUIPMENT and FURNITURE, indicated in ANNEX 6 – EQUIPMENT AND FURNITURE.
- 6.6 The FC applicable to the case referred to in item 6.4 will be calculated with reference to the financial amounts indicated in ANNEX 13 – INVESTMENT SCHEDULE, thus obtaining the percentage of the financial advance of the WORK of the respective element of the HOPE HEALTH COMPLEX, which will be applied as the FC, for the purpose of applying to the remuneration formulas of the EFFECTIVE MONTHLY AVAILABILITY PAYMENT defined in the items 3 and 4 above.
- 6.7 The FC, in the case alluded to in item 6.4, will be calculated considering the respective percentage of financial advance, given by the quotient between the sum of the values of the interventions executed and delivered by the CONCESSIONAIRE and accepted by the GRANTING AUTHORITY on the total amount of planned interventions related to the respective component, whether the HOSPITAL COMPLEX or LACEN, according to the terms and values present in ANNEX 13 – INVESTMENT SCHEDULE.
- 6.8 The PARTIAL CONCLUSION of the WORKS and the INFRASTRUCTURE DEPLOYMENT, as well as the application of the FC proportional to the acceptances made, will not dispense with the approval of the respective ARCHITECTURE/ENGINEERING PROJECTS and the issuance of the respective necessary licenses and authorizations according to the terms of the CONTRACT and its ANNEXES.

7 OPERATING FACTOR

7.1 The OPERATING FACTOR (FO) will be determined according to the CONCESSION PHASE and will have a dimensionless value between 0% (zero) and 100% (one hundred percent), being defined according to the tables below and in accordance with the guidelines of the CONTRACT and ANNEX 3 – CONCESSION PHASES:

Table 3 – OPERATION FACTOR referring to the PHASES of HOSPITAL COMPLEX

PHASES of HOSPITAL COMPLEX	OPERATION FACTOR (FO _{HOSPITAL COMPLEX})
PHASE 1 – Planning	0%
PHASE 2 – Construction	0%
PHASE 3 – Partial Operation	
<i>Start of Operation Module 1</i>	44,52%
<i>Start of Operation Module 2</i>	47,25%
<i>Start of Operation Module 3</i>	75,55%
<i>Start of Operation Module 4</i>	100,00%
PHASE 4 – Full Operation	100,00%

Table 4 – OPERATION FACTOR for LACEN PHASE

PHASES of LACEN	OPERATING FACTOR (FO _{LACEN})
PHASE 1 – Planning	0%
PHASE 2 – Construction	0%
PHASE 3 – Partial Operation	
<i>Start of Operation Module 1</i>	36,08%
<i>Start of Operation Module 2</i>	76,60%
<i>Start of Operation Module 3</i>	100,00%
PHASE 4 – Full Operation	100,00%

7.2 The areas of coverage and activities for each module of the HOSPITAL COMPLEX and LACEN are described ANNEX 3 – CONCESSION PHASES.

7.3 The FO will be updated to calculate the EFFECTIVE MONTHLY AVAILABILITY PAYMENT, according to the module in which it is located, under the terms of the tables above, from the issuance, by the GRANTING AUTHORITY, of the SERVICE ORDER (OS) of each module for the HOSPITAL COMPLEX and for LACEN, as provided for in ANNEX 3 – CONCESSION PHASES.

- 7.4 The execution of the CONCESSION PHASES is scheduled to occur simultaneously for the HOSPITAL COMPLEX and LACEN. In the event of a temporal mismatch between the CONCESSION PHASES between the HOSPITAL COMPLEX and LACEN, individual CERTIFICATES may be issued for each unit, for the respective module in which the unit is in its chronology, so that the FO is updated for the calculation of the CME.

8 OCCUPANCY RATE

- 8.1 The OCCUPANCY RATE (TO) will be applicable only to the HOSPITAL COMPLEX.
- 8.2 The TO will be calculated by the INDEPENDENT VERIFIER, through access and extraction of information from the HOSPITAL INFORMATION SYSTEM in use in the HOSPITAL COMPLEX at the end of each quarter.
- 8.3 The INDEPENDENT VERIFIER shall, based on the daily data recorded in the HOSPITAL INFORMATION SYSTEM (SIH), calculate the TO for the quarter.
- 8.4 The calculation of the CME of the current quarter will always be conducted using the calculation of the TO of the immediately previous quarter.
- 8.5 If necessary, the INDEPENDENT VERIFIER may conduct any evidentiary steps to calculate the TO of each period. Among the forms of due diligence of the information, the INDEPENDENT VERIFIER may use the following means:
- i. Analysis of the information recorded in the SIH;
 - ii. Analysis of documents related to the PPP and operation of the HOSPITAL COMPLEX;
 - iii. Sample inspections to verify the real occupation of the HOSPITAL COMPLEX.
- 8.6 The TO of the HOSPITAL COMPLEX will be calculated based on the following formula:

$$TO_{Monthly} = \frac{\sum_{i=1}^N \text{Admitted patients on the day}_i}{\sum_{i=1}^N \text{DAY BEDS}_i}$$

Where:

Pacientes internados no dia = Unit of measurement that represents the occupation of one bed per patient hospitalized for one day. The number of patient-days corresponds to the number of patients who are staying overnight at the HOSPITAL COMPLEX each day. If the patient is discharged/died/evaded on the same day that the respective hospitalization is conducted, this day will be counted (even if there is no overnight stay of the patient).

LEITOS DIA = Total number of beds foreseen for the HOSPITAL COMPLEX as expected for the respective CONCESSION PHASE in a given contractual month, as indicated in ANNEX 3 – CONCESSION PHASES, excluding from this calculation the beds blocked or inactive by decisions of the GRANTING AUTHORITY team, or by risks allocated to the GRANTING AUTHORITY. Any bed blocked or inactive by decisions or risks allocated to the CONCESSIONAIRE must be considered in the calculation. Day Hospital beds are considered observation beds, as well as pre-delivery or anesthetic recovery beds, so they do not count as DAY BEDS.

N = days of the month.

- 8.7 The quarterly TO will be calculated by the simple arithmetic average of the three months that make up this period, according to the formula below:

$$TO_{Trimestral} = \frac{\sum_{i=1}^3 TO_{mensal\ i}}{3}$$

8.8 From the calculation of the quarterly TO, the OCCUPANCY RATE FACTOR (FTO) will be calculated, as used in the calculation of the CME, considering the following ranges:

Table 5 – Occupancy Rate Factor (FTO)

OCCUPANCY RATE calculated for the quarter	Occupancy Rate Factor (FTO)
OCCUPANCY RATE ≤ 60%	85%
60% < OCCUPANCY RATE ≤ 70%	90%
70% < OCCUPANCY RATE ≤ 80%	95%
80% < OCCUPANCY RATE ≤ 90%	100%
90% < OCCUPANCY RATE ≤ 100%	105%
100% < OCCUPANCY RATE ≤ 110%	110%

8.9 If the quarterly TO calculated remains above 100% for two (2) consecutive quarters, or four (4) non-consecutive quarters for a maximum period of forty-eight (48) months, the CONCESSIONAIRE and/or INDEPENDENT VERIFIER shall notify the GRANTING AUTHORITY so that remedial measures may be initiated, which may require new investments, in order to bring the TO to the levels described in Table 5, including the possibility of opening a claim for economic and financial rebalancing, if there is grounds for it.

9 SUPPLIES INDEX (INS)

9.1 CALCULATION OF THE SUPPLIES INDEX

9.1.1 The SUPPLIES INDEX (INS) is applicable only to LACEN.

9.1.2 The INS will be calculated quarterly by the INDEPENDENT VERIFIER, through access and extraction of information from the LABORATORY INFORMATION SYSTEM and other systems (software) implemented by the CONCESSIONAIRE for the provision of SERVICES, under the terms of ANNEX 7 – SPECIFICATIONS.

9.1.3 The determination of the INS, which will impact the calculation of the CME of the current quarter, will always be made based on the calculation of the production of the LACEN of the immediately previous quarter.

9.1.4 The INDEPENDENT VERIFIER may conduct evidentiary diligences that are necessary for the calculation of the INS in each period. Among the forms of due diligence of the information, the INDEPENDENT VERIFIER may use:

- i. Analysis of the information recorded in the LABORATORY INFORMATION SYSTEM;
- ii. Analysis of documents related to the PPP and the operation of LACEN;
- iii. Sample inspections to verify the real production of LACEN.

9.1.5 The INS formula is based on the comparison between the PRODUCTION PERFORMED and the INDIVIDUAL REFERENCE PRODUCTION, taking into account the weights assigned to each type of examination and analysis, as indicated in item 9.2 of this ANNEX.

9.1.6 The INS will be calculated quarterly using the following formula:

$$INS_t = \left(\frac{(Produção Realizada_{a_t}) \times (Peso_a) + (Produção Realizada_{b_t}) \times (Peso_b) + (Produção Realizada_{c_t}) \times (Peso_c) + (...)}{Produção Fixa Trimestral de Referência ponderada pelo Peso} \right)$$

Where:

Produção Realizada_{a_t} = Represents the amount of PRODUCTION PERFORMED for each type of examination and analysis of LACEN, for the respective quarter;

Peso_a = Weight assigned to the production of each type of examination and analysis, as indicated in item 9.2 of this ANNEX.

a, b, c, etc. = Represents the different exams and analyses to be conducted at LACEN, on its platforms, according to the table indicated in ANNEX 7 – SPECIFICATIONS.

Produção Fixa Trimestral de Referência ponderada pelo peso = 3,000,000 (three million). Amount equivalent to the premise determined in the CONTRACT for calculating the quarterly SUPPLIES INDEX, which remains fixed throughout the term of the CONTRACT for calculating the INS. For the period of one calendar year (twelve months), the equivalent reference will be 12,000,000 (twelve million).

9.2 SUPPLIES PLAN AND REFERENCE VALUES

9.2.1 For the purposes of the CONTRACT's reference, the following annual GLOBAL REFERENCE PRODUCTION will

be adopted for LACEN's platforms, according to the following five-year tables:

Table 6 – Annual GLOBAL REFERENCE PRODUCTION by Platform (Years 1 to 5 of the CONTRACT Term)

Division	Platform	Year 1	Year 2	Year 3	Year 4	Year 5
Division of Epidemiology and Disease Control (DECD)	Bacterial and Fungal Diseases Service (SDBF)	142.362	142.584	142.970	143.310	143.605
	Parasitic Diseases Service (SDP)	205.410	205.730	206.286	206.777	207.202
	Virology and Rickettsial Diseases Service (SVR)	1.310.052	1.312.092	1.315.638	1.318.770	1.321.484
Sanitary and Environmental Surveillance Division (DIVISA)	Physical Testing Service (SEFI)	7.200	7.228	7.279	7.331	7.383
	Chemistry Service (SQE)	340.000	341.307	343.731	346.173	348.631
	Product Microbiology Service (SMBP)	20.670	20.749	20.897	21.045	21.195
	Product Physical Chemistry Service (SFQP)	6.380	6.405	6.450	6.496	6.542
	Labeling Analysis Service (SAROT)	2.730	2.740	2.760	2.780	2.799
GLOBAL REFERENCE PRODUCTION Total - LACEN		2.034.804	2.038.835	2.046.011	2.052.682	2.058.841

Table 7 – Annual GLOBAL REFERENCE PRODUCTION by Platform (Years 6 to 10 of the CONTRACT Term)

Division	Platform	Year 6	Year 7	Year 8	Year 9	Year 10
Division of Epidemiology and Disease Control (DECD)	Bacterial and Fungal Diseases Service (SDBF)	143.854	144.059	144.219	144.334	144.405
	Parasitic Diseases Service (SDP)	207.563	207.858	208.089	208.255	208.357
	Virology and Rickettsial Diseases Service (SVR)	1.323.782	1.325.665	1.327.136	1.328.195	1.328.844
Sanitary and Environmental Surveillance Division (DIVISA)	Physical Testing Service (SEFI)	7.435	7.488	7.541	7.595	7.649
	Chemistry Service (SQE)	351.108	353.602	356.113	358.643	361.190
	Product Microbiology Service (SMBP)	21.345	21.497	21.650	21.803	21.958
	Product Physical Chemistry Service (SFQP)	6.588	6.635	6.682	6.730	6.778
	Labeling Analysis Service (SAROT)	2.819	2.839	2.859	2.880	2.900
GLOBAL REFERENCE PRODUCTION Total - LACEN		2.064.494	2.069.643	2.074.289	2.078.435	2.082.081

Table 8 – Annual GLOBAL REFERENCE PRODUCTION by Platform (Years 11 to 15 of the CONTRACT Term)

Division	Platform	Year 11	Year 12	Year 13	Year 14	Year 15
Division of Epidemiology and Disease Control (DECD)	Bacterial and Fungal Diseases Service (SDBF)	144.432	144.416	144.357	144.258	144.119
	Parasitic Diseases Service (SDP)	208.395	208.372	208.288	208.145	207.944
	Virology and Rickettsial Diseases Service (SVR)	1.329.092	1.328.945	1.328.409	1.327.494	1.326.212
Sanitary and Environmental Surveillance Division (DIVISA)	Physical Testing Service (SEFI)	7.703	7.758	7.813	7.868	7.924
	Chemistry Service (SQE)	363.756	366.340	368.942	371.562	374.201
	Product Microbiology Service (SMBP)	22.114	22.271	22.429	22.589	22.749
	Product Physical Chemistry Service (SFQP)	6.826	6.874	6.923	6.972	7.022
	Labeling Analysis Service (SAROT)	2.921	2.941	2.962	2.983	3.005
GLOBAL REFERENCE PRODUCTION Total - LACEN		2.085.239	2.087.917	2.090.123	2.091.871	2.093.176

Table 9 – Annual GLOBAL REFERENCE PRODUCTION by Platform (Years 16 to 20 of the CONTRACT Term)

Division	Platform	Year 16	Year 17	Year 18	Year 19	Year 20
Division of Epidemiology and Disease Control (DECD)	Bacterial and Fungal Diseases Service (SDBF)	143.940	143.724	143.470	143.180	142.854
	Parasitic Diseases Service (SDP)	207.686	207.374	207.008	206.590	206.119
	Virology and Rickettsial Diseases Service (SVR)	1.324.571	1.322.580	1.320.246	1.317.576	1.314.576
Sanitary and Environmental Surveillance Division (DIVISA)	Physical Testing Service (SEFI)	7.981	8.037	8.094	8.152	8.210
	Chemistry Service (SQE)	376.859	379.536	382.232	384.947	387.681
	Product Microbiology Service (SMBP)	22.911	23.074	23.237	23.403	23.569
	Product Physical Chemistry Service (SFQP)	7.072	7.122	7.172	7.223	7.275
	Labeling Analysis Service (SAROT)	3.026	3.047	3.069	3.091	3.113
GLOBAL REFERENCE PRODUCTION Total – LACEN		2.094.046	2.094.494	2.094.528	2.094.162	2.093.397

Table 10 – Annual GLOBAL REFERENCE PRODUCTION by Platform (Years 21 to 25 of the CONTRACT Term)

Division	Platform	Year 21	Year 22	Year 23	Year 24	Year 25
Division of Epidemiology and Disease Control (DECD)	Bacterial and Fungal Diseases Service (SDBF)	142.529	142.204	141.880	141.557	141.235
	Parasitic Diseases Service (SDP)	205.649	205.180	204.712	204.246	203.780
	Virology and Rickettsial Diseases Service (SVR)	1.311.583	1.308.596	1.305.617	1.302.644	1.299.678
Sanitary and Environmental Surveillance Division (DIVISA)	Physical Testing Service (SEFI)	8.268	8.327	8.386	8.446	8.506
	Chemistry Service (SQE)	390.434	393.207	396.000	398.813	401.645
	Product Microbiology Service (SMBP)	23.736	23.905	24.074	24.245	24.417
	Product Physical Chemistry Service (SFQP)	7.327	7.380	7.433	7.487	7.541
	Labeling Analysis Service (SAROT)	3.135	3.157	3.180	3.203	3.225
GLOBAL REFERENCE PRODUCTION Total – LACEN		2.092.661	2.091.956	2.091.282	2.090.641	2.090.027

Table 11 – Annual GLOBAL REFERENCE PRODUCTION by Platform (Years 26 to 30 of the CONTRACT Term)

Division	Platform	Year 26	Year 27	Year 28	Year 29	Year 30
Division of Epidemiology and Disease Control (DECD)	Bacterial and Fungal Diseases Service (SDBF)	140.914	140.593	140.273	139.953	139.635
	Parasitic Diseases Service (SDP)	203.315	202.852	202.389	201.928	201.468
	Virology and Rickettsial Diseases Service (SVR)	1.296.719	1.293.766	1.290.821	1.287.882	1.284.949
Sanitary and Environmental Surveillance Division (DIVISA)	Physical Testing Service (SEFI)	8.567	8.628	8.689	8.751	8.813
	Chemistry Service (SQE)	404.498	407.370	410.264	413.178	416.112
	Product Microbiology Service (SMBP)	24.590	24.764	24.940	25.117	25.295
	Product Physical Chemistry Service (SFQP)	7.595	7.650	7.705	7.760	7.816
	Labeling Analysis Service (SAROT)	3.248	3.271	3.295	3.318	3.342
GLOBAL REFERENCE PRODUCTION Total – LACEN		2.089.446	2.088.895	2.088.375	2.087.887	2.087.430

9.2.2 Up to twelve (12) months prior to the date scheduled for the start of PHASE 3 – PARTIAL OPERATION, as

per ANNEX 3 – CONCESSION PHASES, the CONCESSIONAIRE shall prepare and present a first SUPPLIES PLAN.

9.2.3 The CONCESSIONAIRE shall observe the following guidelines for the preparation of the first SUPPLIES PLAN:

- i. Conduct preliminary alignment with the GRANTING AUTHORITY, prior to the preparation of the SUPPLIES PLAN, for information, by the GRANTING AUTHORITY, about the estimated demand for LACEN, by examination and analysis, for the 2 (two) years of subsequent operation from the beginning of PHASE 3 – PARTIAL OPERATION.
- ii. Based on the demand for examination and analysis, estimated and informed according to item i, to present a proposal for the division of the annual GLOBAL REFERENCE PRODUCTION by LACEN platform, under the terms illustrated by the Table 6, for each examination and analysis, establishing the INDIVIDUAL REFERENCE PRODUCTION;
- iii. The proposal to divide the item ii it must consider the number of examinations and analyses (INDIVIDUAL REFERENCE PRODUCTION) to be carried out in each month of the two subsequent years of operation, counted from the beginning of PHASE 3 – PARTIAL OPERATION;
- iv. Prepare a list of inputs and respective quantities to be supplied by the CONCESSIONAIRE for the operation of LACEN platforms and for compliance with the INDIVIDUAL REFERENCE PRODUCTION for the reference period, including reagents, laboratory consumables, personal protective equipment (PPE), sample collection materials, among other applicable inputs as indicated in ANNEX 7 – SPECIFICATIONS, and the CONCESSIONAIRE is responsible for the planned supply of these items over the months to fulfill the production.
- v. If the list and quantity of inputs to be supplied by the CONCESSIONAIRE are identical for different examinations/analyses, the respective demand and production of these examinations/analyses, whose inputs are identical, may be consolidated for the purposes of preparing the SUPPLIES PLAN and calculating the SUPPLIES INDEX, and the CONCESSIONAIRE shall indicate this in its SUPPLIES PLAN.
- vi. Prepare a weighty proposal for each examination and analysis, including technical and financial justification for this proposition, as well as evidence that supports the intended weighting for the examinations and analyses, such as, for example, quotations with suppliers, contracts or invoices, which indicate the relative monetary importance in relation to the cost of the planned examinations and analyses. The respective weights indicated will be applied in the calculation of the SUPPLIES INDEX, according to item 9.1 of this ANNEX, for the entire term of the CONTRACT, unless the PARTIES wish, by mutual agreement, to change the respective weights in the context of the ORDINARY REVISIONS, at which time any of the PARTIES may motivate the need to change them based on technical grounds especially related to the change in the relative cost of the respective INDIVIDUAL REFERENCE PRODUCTIONS.
- vii. The multiplication between the weight proposed by the CONCESSIONAIRE for each examination and analysis (according to item iv) and the quantities of the annual INDIVIDUAL REFERENCE PRODUCTION defined for each examination and analysis (according to item ii), must have a sum of annual fixed weighted production equivalent to 12,000,000 (twelve million), for Year 1, as shown in the merely illustrative example presented in the topic 9.4.

9.2.4 In relation to the first SUPPLIES PLAN, the GRANTING AUTHORITY will have up to ninety (90) days before the beginning of PHASE 3 – PARTIAL OPERATION to validate it, including within this period the agreed time for any revisions requested by the GRANTING AUTHORITY to the CONCESSIONAIRE. To this end, a validation schedule must be agreed between the PARTIES.

9.2.5 Throughout the term of the CONTRACT, every two calendar years from the approval of the first SUPPLIES

PLAN, the CONCESSIONAIRE must present a new SUPPLIES PLAN, observing the same guidelines indicated in item 9.2.3 of this ANNEX, with the exception of item vi, which will be executed only for the first SUPPLIES PLAN.

- 9.2.6 For the approval of the new SUPPLIES PLANS, throughout the execution of the CONTRACT, the CONCESSIONAIRE and the GRANTING AUTHORITY shall agree on a schedule to validate them up to ninety (90) days before the beginning of the calendar year to be covered by the respective SUPPLIES PLAN.
- 9.2.7 Within a maximum period of sixty (60) days before the beginning of the second calendar year concerning that respective SUPPLIES PLAN, the GRANTING AUTHORITY may request modifications to the current SUPPLIES PLAN, regarding the distribution of the GLOBAL REFERENCE PRODUCTION in the respective INDIVIDUAL REFERENCE PRODUCTION.
- 9.2.8 After the request of the GRANTING AUTHORITY, according to item 9.2.7, the respective SUPPLIES PLAN must be reviewed by the CONCESSIONAIRE within thirty (30) days, and shall subsequently be validated by the GRANTING AUTHORITY within ninety (90) days before the end of the current calendar year. If this review is not completed within the indicated deadlines for reasons attributable to the GRANTING AUTHORITY, the SUPPLIES PLAN in progress will remain in force, and it will be considered for the second calendar year.
- 9.2.9 If the PARTIES are unable to reach an agreement on the proposed amendment to any of the SUPPLIES PLANS in progress, or even on the new approval of any SUPPLIES PLAN during the CONTRACT TERM, the matter shall be taken to the DISPUTE RESOLUTION GROUP, provided for in ANNEX 12 – GOVERNANCE.
- 9.2.10 While processing any claims for dispute resolution in relation to the proposals to amend the SUPPLIES PLAN, the CONCESSIONAIRE shall be bound by the change unilaterally requested by the GRANTING AUTHORITY, and shall execute it, under the rules of this CONTRACT and ANNEX, even though it may subsequently request economic and financial rebalancing, if it deems there are reasons for doing so.

During the preparation or revision of the SUPPLIES PLAN, examinations and analyses may be included, excluded or replaced in relation to the originally defined list of examinations and analyses as provided for in ANNEX 7 – SPECIFICATIONS, or the annual GLOBAL REFERENCE PRODUCTION may be amended (see Table 6 and Table 9), modifications that may lead to economic and financial rebalancing of the CONTRACT, provided that the situation of economic and financial imbalance is proven.

9.3 QUARTERLY CALCULATION

- 9.3.1 As per item 9.1, the SUPPLIES INDEX (INS) will be calculated according to the PRODUCTION CARRIED OUT at LACEN, for each type of examination and analysis, over a quarter, and the calculation must consider the following guidelines:
- i. If the PRODUCTION PERFORMED in a given quarter, for any of the examinations or analyses, is up to 25% (twenty-five percent) of the INDIVIDUAL REFERENCE PRODUCTION for the period, for a given examination or analysis, as provided for in the SUPPLIES PLAN in progress, it will be considered as PERFORMED PRODUCTION for purposes of calculating the INS, the quantity of 25% (twenty-five percent) of the INDIVIDUAL REFERENCE PRODUCTION.
 - ii. If the PRODUCTION PERFORMED in a given quarter, for any of the examinations or analyses, is up to 125%

(one hundred and twenty-five percent) of the INDIVIDUAL REFERENCE PRODUCTION for the period, for a given examination or analysis, as provided for in the SUPPLIES PLAN in progress, the CONCESSIONAIRE shall mandatorily provide the quantity of inputs required for that production, being entitled to the corresponding remuneration according to the calculation of the SUPPLIES INDEX (INS), observing the exception provided for in item (i) above.

- iii. If the PRODUCTION PERFORMED in a given quarter, for any of the examinations or analyses, exceeds 125% (one hundred and twenty-five percent) of the INDIVIDUAL REFERENCE PRODUCTION for the period, for a given examination or analysis, as provided for in the SUPPLIES PLAN in progress, the CONCESSIONAIRE shall mandatorily provide the quantity of inputs required for that production, being entitled to the corresponding remuneration according to the calculation of the INS in the quarter of calculation.

9.3.2 In the event of the situation indicated in item (iii) above, the maintenance of the economic and financial balance of the CONTRACT must be evaluated in the context of an EXTRAORDINARY REVIEW, under the terms of the CONTRACT. The economic and financial balance must be restored primarily by means of indemnification, under the terms of the CONTRACT, and the additional economic and financial impacts must be considered and, depending on this, the amount already paid to the CONCESSIONAIRE via variation of the INS related to this production must be disregarded, under the terms of item (iii) above.

9.4 Example of calculation for the preparation of the SUPPLIES PLAN and calculation of the INS

9.4.1 The following is presented, in a merely illustrative manner for the purpose of understanding the mechanism, the division of the GLOBAL REFERENCE PRODUCTION into the respective INDIVIDUAL REFERENCE PRODUCTION, by LACEN platform, for the initial period of five years.

9.4.2 The calculation of the weighted sum, as provided for in item 9.2.3 vii., will be given by multiplying the INDIVIDUAL REFERENCE PRODUCTION of each examination and analysis, by their respective weight.

9.4.3 As shown in the example Table 13 below (for "Exam A" of the SDBF/DECD) A was illustratively defined an INDIVIDUAL REFERENCE PRODUCTION OF 85,417 exams and a weight of 7.60. The weighting for this INDIVIDUAL REFERENCE PRODUCTION would be given by $85,417 \times 7.60 = 649,169.20$.

9.4.4 As for the acronyms in the following tables, complete nomenclatures are as follows:

- i. Division of Epidemiology and Disease Control (DECD);
- ii. Bacterial and Fungal Diseases Service (SDBF);
- iii. Parasitic Diseases Service (SDP);
- iv. Virology and Rickettsial Diseases Service (SVR);
- v. Sanitary and Environmental Surveillance Division (DIVISA);
- vi. Physical Testing Service (SEFI);
- vii. Chemistry Service (SQE);
- viii. Product Microbiology Service (SMBP);
- ix. Product Physical Chemistry Service (SFQP);
- x. Labeling Analysis Service (SAROT).

Table 12 – Example – GLOBAL REFERENCE PRODUCTION

Division	Platform	Year 1	Year 2	Year 3	Year 4	Year 5
DECD	SDBF	142.362	142.584	142.970	143.310	143.605
	SDP	205.410	205.730	206.286	206.777	207.202
	SVR	1.310.052	1.312.092	1.315.638	1.318.770	1.321.484
UNIFORM	SEFI	7.200	7.228	7.279	7.331	7.383
	SQE	340.000	341.307	343.731	346.173	348.631
	SMBP	20.670	20.749	20.897	21.045	21.195
	SFQP	6.380	6.405	6.450	6.496	6.542
	SAROT	2.730	2.740	2.760	2.780	2.799
GLOBAL REFERENCE PRODUCTION Total - LACEN		2.034.804	2.038.835	2.046.011	2.052.682	2.058.841

Table 13 – Example – Weighting of the INDIVIDUAL REFERENCE PRODUCTION according to weights for Year 1

Division	Platform	Item	INDIVIDUAL REFERENCE PRODUCTION (Year 1)	Weight	Weighting with Weights
DECD	SDBF	Exam A	85.417	7,60	649.169
		Exam B	42.709	6,70	286.150
		Exam C	14.236	5,90	83.992
	SDP	Exam A	92.434	4,50	415.953
		Exam B	61.623	4,20	258.817
		Exam C	51.353	3,40	174.600
	SVR	Exam A	524.021	7,20	3.772.951
		Exam B	458.518	6,10	2.796.960
		Exam C	327.513	5,910576	1.935.790
UNIFORM	SEFI	Analysis A	4.320	4,20	18.144
		Analysis B	2.880	3,80	10.944
	SQE	Analysis A	238.000	5,30	1.261.400
		Analysis B	102.000	2,60	265.200
	SMBP	Analysis A	11.368	2,70	30.694
		Analysis B	9.302	2,40	22.325
	SFQP	Analysis A	5.104	2,10	10.718
		Analysis B	1.276	1,90	2.424
	SAROT	Analysis A	1.638	1,50	2.457
		Analysis B	1.092	1,20	1.310
Total			2.177.404	-	12.000.000

9.4.5 As indicated in item 9.2.3 vii, the result of the weighted calculation (multiplication of the INDIVIDUAL REFERENCE PRODUCTION by the weight of each examination and analysis) must be equivalent to

12,000,000 (twelve million).

9.4.6 For the following years, the weighted calculation may be different from 12,000,000 (twelve million), according to Table 14 below, because the GLOBAL REFERENCE PRODUCTION is different in each calendar year, and the INDIVIDUAL REFERENCE PRODUCTION may also be different. The weight established for each exam and analysis defined for Year 1 remains fixed and constant throughout the term of the CONTRACT.

Table 14 – Example – Reference individual production for Years 1 to 5

Division	Platform	Item	Year 1	Year 2	Year 3	Year 4	Year 5
DECD	SDBF	Exam A	85.417	85.550	87.212	87.419	87.599
		Exam B	42.709	42.775	42.891	42.993	43.082
		Exam C	14.236	14.258	12.867	12.898	12.924
	SDP	Exam A	92.434	92.579	92.829	138.541	154.365
		Exam B	61.623	61.719	61.886	6.203	6.216
		Exam C	51.353	51.433	51.572	62.033	46.620
	SVR	Exam A	524.021	524.837	526.255	873.685	875.483
		Exam B	458.518	459.232	460.473	115.392	115.630
		Exam C	327.513	328.023	328.910	329.693	330.371
UNIFORM	SEFI	Analysis A	4.320	4.337	3.494	3.519	3.544
		Analysis B	2.880	2.891	3.785	3.812	3.839
	SQE	Analysis A	238.000	238.915	189.052	190.395	191.747
		Analysis B	102.000	102.392	154.679	155.778	156.884
	SMBP	Analysis A	11.368	11.412	16.195	16.310	16.426
		Analysis B	9.302	9.337	4.702	4.735	4.769
	SFQP	Analysis A	5.104	5.124	5.160	5.197	5.234
		Analysis B	1.276	1.281	1.290	1.299	1.308
	SAROT	Analysis A	1.638	1.644	1.877	1.890	1.903
		Analysis B	1.092	1.096	883	890	896
GLOBAL REFERENCE PRODUCTION Total – LACEN			2.034.804	2.038.835	2.046.011	2.052.682	2.058.841
Weighted Sum with Weights			12.000.000	12.022.407	11.926.430	12.348.102	12.398.251

9.4.7 As indicated in item 9.1.6, the SUPPLIES INDEX is calculated quarterly from the ACTUAL PRODUCTION. The

9.4.8 Table 15 then considers a PERFORMED PRODUCTION merely illustrative for the 1st quarter of Year 1.

Table 15 – Example – REALIZED PRODUCTION for the 1st quarter of Year 1 and calculation of the SUPPLIES INDEX

Division	Platform	Item	PRODUCTION CONDUCTED	Weight	Weighting with Weights
DECD	SDBF	Exam A	23.490	7,60	178.522
		Exam B	10.677	6,70	71.538
		Exam C	3.915	5,90	23.098
	SDP	Exam A	23.109	4,50	103.988

Division	Platform	Item	PRODUCTION CONDUCTED	Weight	Weighting with Weights
		Exam B	14.635	4,20	61.469
		Exam C	12.838	3,40	43.650
	SVR	Exam A	144.106	7,20	1.037.562
		Exam B	114.630	6,10	699.240
		Exam C	81.878	5,910576	483.948
UNIFORM	SEFI	Analysis A	1.080	4,20	4.536
		Analysis B	792	3,80	3.010
	SQE	Analysis A	59.500	5,30	315.350
		Analysis B	10.200	2,60	26.520
	SMBP	Analysis A	1.421	2,70	3.837
		Analysis B	2.558	2,40	6.139
	SFQP	Analysis A	1.404	2,10	2.948
		Analysis B	303	1,90	576
	SAROT	Analysis A	450	1,50	676
		Analysis B	246	1,20	295
Total			548.764	-	3.066.899

9.4.9 From the information from the Table 15 for each examination and analysis (PERFORMED PRODUCTION and weight), and following the item formula 9.1.6, the SUPPLIES INDEX (INS) is calculated:

$$INS_t = \frac{((Produção Realizada_{a_t}) \times (Peso_a) + (Produção Realizada_{b_t}) \times (Peso_b) + (Produção Realizada_{c_t}) \times (Peso_c) + (...))}{3.000.000}$$

$$INS_t = \left(\frac{3.066.899}{3.000.000} \right) = 1,022299632$$

10 CONSIDERATION FOR IMAGING, ANATOMOPATHOLOGICAL AND LABORATORY SERVICES (CIAL)

- 10.1 THE CONSIDERATION FOR IMAGING, ANATOMOPATHOLOGICAL AND LABORATORY SERVICES (CIAL) will only be applicable to the HOSPITAL COMPLEX.
- 10.2 At the end of each month, it will be up to the INDEPENDENT VERIFIER to indicate to the GRANTING AUTHORITY, with a copy to the CONCESSIONAIRE, the production quantity of the Imaging, Anatomopathological and Laboratory Services performed in that month, based on the information available in the SIH.
- 10.3 For the purposes of calculating the CONSIDERATION FOR IMAGING, ANATOMOPATHOLOGICAL AND LABORATORY SERVICES, the following examinations and analyses will be considered, as detailed in ANNEX 7 – SPECIFICATIONS:
 - 10.3.1 Clinical Analysis, Pathological Anatomy and Cytology: list of exams and analyses provided for in item 14.3 of ANNEX 7;
 - 10.3.2 Neonatal Screening: exams for the "heel prick test", as provided for in item 14.4 of ANNEX 7;
 - 10.3.3 Graphic Methods: list of exams provided for in item 14.5 of ANNEX 7, not including the number of graphic methods exams performed by the FINALISTIC SERVICES team;
 - 10.3.4 Imaging: list of exams provided for in item 14.6 of ANNEX 7, not including the number of endoscopy exams performed by the FINAL SERVICES team;
 - 10.3.5 Hemodialysis: service provided for in item 14.7 of ANNEX 7;
 - 10.3.6 Specific Therapeutic Procedures: list of procedures provided for in item 14.8 of ANNEX 7 for radiotherapy and nuclear medicine, not including chemotherapy procedures, provided for in item 14.8.2.3 of ANNEX 7 – SPECIFICATIONS.
- 10.4 The examination or analysis will be considered to have been performed in the month in which the respective report is issued and made available for access, either to the FINAL SERVICES team, or to the PATIENT.
- 10.5 The CIAL, to be disbursed in each contractual month, will be calculated and informed monthly by the INDEPENDENT VERIFIER in the MONTHLY PAYMENT REPORT.
- 10.6 The CIAL will be calculated monthly by applying the following formula:

$$CIAL_m = ((Produção Exame_{a_m}) x (Valor Exame_{a_m}) + (Produção Exame_{b_m}) x (Valor Exame_{b_m}) + \dots)$$

Where:

$CIAL_m$ = Representative amount of the CIAL, in each month;

$Produção Exame_{a_m}$ = Represents the amount of monthly production performed and calculated for each analysis or exam, referring to the clinical, anatomopathological and imaging analysis services for month "m";

$Valor Exame_{a_m}$ = Amount consigned for each exam or analysis, as indicated in the SUS Procedures, Medications and OPM Table Management System (SIGTAP), published by the Ministry of Health, except for the situation indicated in items 10.10.3 and 10.10.4 (which must follow the rules indicated in these items), for month "m".

a, b, c, etc. = Represents the different analyses or examinations related to the clinical, anatomopathological and imaging analysis services, to be provided by the CONCESSIONAIRE, as indicated in ANNEX 7 – SPECIFICATIONS.

10.7 The number of tests or analyses produced by the CONCESSIONAIRE will be paid in full, after the execution of these each month, except in the occurrence of the following exceptions, in which such analyses or tests will not be considered for the calculation of the respective monthly production:

10.7.1 In cases of canceled, rescheduled or rescheduled analyses or exams, for reasons attributable to the CONCESSIONAIRE.

10.7.2 In the case of analyzes or examinations that have not been scheduled for reasons attributable to the CONCESSIONAIRE, such as, for example, in the event of unavailability of the equipment under its responsibility.

10.7.3 In the event of absence or mistakes in the provision of information necessary for billing, for reasons attributable to the CONCESSIONAIRE, in relation to the respective examinations carried out, under the terms of item 10.12 and following.

10.8 If the production of analyses or exams in a given month ($()$) is less than 50% (fifty percent) of the quantities indicated below, for each group of analysis or exam, a monthly production quantity ($()$) representing 50% (fifty percent) of these quantities indicated below will be considered, already discounted from these quantities exams eventually classified in the typologies of the item $Produção Exame_{a_m} / Produção Exame_{a_m}$ 10.7:

- i. Clinical Analysis: 66,000 (sixty-six thousand) exams or analyses per month;
- ii. Anatomopathological: 460 (four hundred and sixty) exams or analyses per month;
- iii. Endoscopy: 220 (two hundred and twenty) procedures per month;
- iv. In vivo nuclear medicine (PET/CT): 55 (fifty-five) procedures per month;
- v. Radiotherapy: 50 (fifty) procedures per month;
- vi. X-ray: 4,300 (four thousand three hundred thousand) exams per month;
- vii. Magnetic Resonance Imaging: 360 (three hundred and sixty) exams per month;
- viii. Tomography: 1,300 (one thousand and three hundred) exams per month;
- ix. Ultrasound: 4,000 (four thousand) exams per month;
- x. Mammography: 500 (five hundred) exams per month.

10.8.1 If the production of analyses or exams in a given month ($()$) is greater than 50% (fifty percent) of the quantities indicated in item $Produção Exame_{a_m}$ 10.8, the formula indicated for the constitution of the CIAL of that given month will be applied, considering the number of examinations and analyses produced by the CONCESSIONAIRE according to item $CIAL_m$ 10.7.

10.9 The payment of the monthly CIAL shall be made directly by the GRANTING AUTHORITY to the CONCESSIONAIRE, regardless of the billing and reimbursement of amounts by the GRANTING AUTHORITY due to its billing process with the SUS, except as provided for in item 10.12 down.

- 10.10 As per item 10.6, the calculation of the CIAL, should consider monthly the values used in the SIGTAP of the SUS, published by the Ministry of Health.
- 10.10.1 In the event of revision or readjustment of the values of the SIGTAP analyses or examinations, these changes in values will be considered in the calculation of the CIAL, as of the date on which the new values of the respective Table are in force.
- 10.10.2 CIAL is not a component of the MAXIMUM MONTHLY AVAILABILITY PAYMENT, so the Contract Adjustment Index (IRC) provided for in item 12 will not be applied to CIAL.
- 10.10.3 Exclusively in cases of request for exams or analyses provided for in ANNEX 7 – SPECIFICATIONS that do not correspond to the classification and respective value in the Table of Procedures, Medicines and OPM of SIGTAP, for the purposes of calculating the CIAL, the value corresponding to the classification and exams or analyses contained in the table of the Brazilian Hierarchical Classification of Medical Procedures (CBHPM) shall be used.
- 10.10.4 Exclusively in the event of a request for examinations or analyses provided for in ANNEX 7 – SPECIFICATIONS, which do not have a classification and respective value indicated in the SIGTAP Table of Procedures, Medicines and OPM and in the CBHPM table, the CONCESSIONAIRE shall carry it out and subsequently submit three (3) budgets based on market research for analysis by the GRANTING AUTHORITY, and the lowest amount presented in the research must be selected and paid.
- 10.11 The CONCESSIONAIRE shall provide the necessary information for billing the exams or analyses performed with SUS, as indicated in ANNEX 7 – SPECIFICATIONS, and the GRANTING AUTHORITY shall be responsible for processing with SUS.
- 10.12 If any examination or analysis cannot be invoiced (and is eventually disregarded) due to unavailability of data or any absences or errors in information under the responsibility of the CONCESSIONAIRE, the disregarded amounts will be deducted from the calculation of the CIAL.
- 10.13 If the disallowance occurs in a month after the effective production of the glossed exams or analyses that make up the payment of the CIAL to the CONCESSIONAIRE, the respective amount disallowed will be deducted from the calculation and payment of the CIAL in the month immediately following the month of application of the disallowance.
- 10.13.1 The GRANTING AUTHORITY shall inform the CONCESSIONAIRE and the INDEPENDENT VERIFIER at the end of each month of the applicable disallowances notified in each month, demonstrating any notifications received from SUS in relation to these occurrences.
- 10.13.1.1 The GRANTING AUTHORITY must notify, even if there have not been any applicable disallowances for the month.
- 10.13.2 If the GRANTING AUTHORITY does not make this information available in the required periodicity, the CONCESSIONAIRE will be exempt from suffering deductions from its CIAL.
- 10.13.3 If there is disagreement about the reasons for disallowance and about the respective liability, the CONCESSIONAIRE may make use of the dispute resolution mechanisms of the CONTRACT.
- 10.14 If the production of IMAGING, ANATOMOPATHOLOGICAL AND LABORATORY SERVICES exceeds the level of

125% (one hundred and twenty-five percent) of any of the monthly quantities for the exams or analyses defined in item 10.8 for three (3) consecutive months or six (6) non-consecutive months, for a maximum consecutive period of twenty-four (24) months, the PARTIES shall review the number of examinations or analyses provided for in item 10.8 considering the volume of examinations or analyses performed during this period.

10.15 In the case in the hypothesis provided for in item 10.14 above, in order to adapt capacity to the new expected quantity, the PARTIES should, as a priority, agree on new operational methods, such as the inclusion, for example, of new work shifts.

10.16 If operational solutions are not sufficient, new MEDICAL-HOSPITAL EQUIPMENT may be acquired to meet the demand above the original forecast, provided that by agreement between the PARTIES.

10.17 In the cases provided for in items 10.15 and 10.16 above, the maintenance of the economic and financial balance of the CONTRACT must be observed.

10.17.1 The process governed by items 10.14 to 10.17 does not impact the payment of CIAL, under the terms set forth in this ANNEX.

10.18 If the production of IMAGING, ANATOMOPATHOLOGICAL AND LABORATORY SERVICES is below the level of 50% (fifty percent) of any of the monthly quantities for the exams or analyses defined in item 10.8 for three (3) consecutive months or six (6) non-consecutive months, for a maximum consecutive period of twenty-four (24) months, the PARTIES shall review the number of examinations or analyses provided for in item 10.8 to define new quantities adhering to the number of exams or analyses effectively produced during this period.

10.19 The CONCESSIONAIRE will have the power to provide, partially or entirely, the SADT through the subcontracting of companies specialized in these services, under the terms of the CONTRACT.

11 CAPEX BUYDOWN PAYMENT (CBP)

- 11.1 The CAPEX BUYDOWN PAYMENT will be due to the CONCESSIONAIRE considering the BALANCE OF THE CAPEX BUYDOWN PAYMENT, to be paid in installments indicated in the following Table and readjusted according to item 12.2 of this ANNEX, from the date of the ECONOMIC PROPOSAL, until the date of issuance of each TERM OF ACCEPTANCE OF THE CAPEX BUYDOWN PAYMENT EVENTS indicated in the Table below.
- 11.2 The BALANCE OF THE CAPEX BUYDOWN PAYMENT corresponds to R\$ 350,000,000.00 (three hundred and fifty million reais), segregated into VALE S.A. RESOURCES and TREASURY RESOURCES.
- 11.3 The amounts of CAPEX BUYDOWN PAYMENT must vary according to each of the CAPEX BUYDOWN PAYMENT EVENTS, whose materialization is described in "definition", as well as listed in the table below:

Table 16 – Contribution Flow

Portion	CAPEX BUYDOWN PAYMENT EVENT	Amount of associated CAPEX BUYDOWN PAYMENT
01	Issuance of the TERM OF ACCEPTANCE OF THE BASIC PROJECT by the GRANTING AUTHORITY, under the terms of ANNEX 3 - CONCESSION PHASES, ANNEX 5 - MINIMUM GUIDELINES FOR PROJECTS and WORKS	5,0%
	Definition: Payment linked to the issuance of the TERM OF ACCEPTANCE OF THE BASIC PROJECT by the GRANTING AUTHORITY, according to the rite established ANNEX 3 – PHASES OF THE CONCESSION. In the case of a BASIC PROJECT exclusively for demolition activities, the issuance of the TERM OF ACCEPTANCE OF THE BASIC PROJECT referring only to demolition activities (covered by parcel 02 below) does not constitute the achievement of this CAPEX BUYDOWN PAYMENT EVENT.	
02	Completion of 100% (one hundred percent) of the scope of demolitions, removal of debris from demolitions and installation of the respective construction site	5,0%
	Definition: Completion of demolition activities, including the approval of the BASIC PROJECT regarding the demolition, issuance of the necessary licenses, removal of all waste and debris generated, in addition to the installation of the construction site to start construction activities.	
03	Issuance of the TERM OF ACCEPTANCE OF EXECUTIVE PROJECTS by the GRANTING AUTHORITY, under the terms of ANNEX 3 - CONCESSION PHASES.	5,0%
	Definition: Payment linked to the issuance of the TERM OF ACCEPTANCE OF EXECUTIVE PROJECTS by the GRANTING AUTHORITY, under the terms of ANNEX 3 - CONCESSION PHASES.	
04	Completion of 100% (one hundred percent) of the construction of the superstructure	7,5%
	Definition: Includes the execution of the slab of all buildings, as provided for in ANNEX 5 - MINIMUM GUIDELINES FOR PROJECTS AND WORKS and in ARCHITECTURE/ENGINEERING PROJECTS.	
05	Completion of 100% (one hundred percent) of the masonry	7,5%

Portion	CAPEX BUYDOWN PAYMENT EVENT	Amount of associated CAPEX BUYDOWN PAYMENT
	Definition: Includes the completion of the masonry, enclosures and dividing elements of the buildings, as provided for in ANNEX 5 - MINIMUM GUIDELINES FOR PROJECTS AND WORKS and in the ARCHITECTURE/ENGINEERING PROJECTS.	
06	Completion of 50% (fifty percent) of the electrical and plumbing installations	10,0%
	Definition: Implementation of 50% (fifty percent) of the electrical installations and hydro sanitary installations, according to the physical progress verified under the terms of ANNEX 3 – CONCESSION PHASES, observing ANNEX 5 – MINIMUM GUIDELINES FOR PROJECTS AND WORKS and in ARCHITECTURE/ENGINEERING PROJECTS.	
07	Completion of 100% (one hundred percent) of the electrical and plumbing installations	10,0%
	Definition: Implementation of all hydro sanitary installations, observing ANNEX 5 - MINIMUM GUIDELINES FOR PROJECTS AND WORKS and in ARCHITECTURE/ENGINEERING PROJECTS, without the need to perform commissioning activities for the issuance of the TERM OF ACCEPTANCE.	
08	Completion of 50% (fifty percent) of elevator and air conditioning installations	10,0%
	Definition: Installation of 50% (fifty percent) of the elevator systems and air conditioning systems, according to the physical progress verified under the terms of ANNEX 3 – CONCESSION PHASES, observing ANNEX 5 – MINIMUM GUIDELINES FOR PROJECTS AND WORKS and in the ARCHITECTURE/ENGINEERING PROJECTS, without the need to carry out the commissioning activities for the issuance of the TERM OF ACCEPTANCE.	
09	Completion of 100% (one hundred percent) of elevator and air conditioning installations	10,0%
	Definition: Complete installation of all elevator systems and air conditioning systems, including the assembly of equipment and installation, as provided for in ANNEX 5 - MINIMUM GUIDELINES FOR PROJECTS AND WORKS and in ARCHITECTURE/ENGINEERING PROJECTS, without the need to perform commissioning activities for the issuance of the TERM OF ACCEPTANCE.	
10	Completion of 100% (one hundred percent) of the internal and external coatings and finishes	15,0%
	Definition: Internal walls (masonry and dry wall) and coatings (walls, floors and ceilings), as provided for in ANNEX 5 - MINIMUM GUIDELINES FOR PROJECTS AND WORKS and in ARCHITECTURE/ENGINEERING PROJECTS	
11	Definitive acceptance of the complete construction of the HOPE HEALTH COMPLEX	15,0%
	Definition: Verification and final approval of the WORK, confirming that all stages of construction have been completed in accordance with ANNEX 5 - MINIMUM GUIDELINES FOR PROJECTS AND WORKS and the ARCHITECTURE/ENGINEERING PROJECTS, observing the provisions of item 3.8.12 of ANNEX 3 - CONCESSION PHASES.	

11.4 The GRANTING AUTHORITY may not link the payment of CAPEX BUYDOWN PAYMENT EVENTS indicated in

Table 16 above to the issuance of licenses, permits or authorizations, if there is no legal obligation to do so.

- 11.5 The CAPEX BUYDOWN PAYMENT EVENTS provided for in Table 16 above are applicable to the engineering solution proposed by the CONCESSIONAIRE for the construction of the HOPE HEALTH COMPLEX, taking into account that APPENDIX 5.2 – IMPLEMENTATION PLANS is referential, even if more than one block/building is foreseen, in which case the CAPEX BUYDOWN PAYMENT EVENTS will be considered concluded only when all the blocks/buildings reach a certain CAPEX BUYDOWN PAYMENT EVENT.
- 11.6 In order to receive each of the installments of the CAPEX BUYDOWN PAYMENT, the CONCESSIONAIRE must prove compliance with the delivery milestones indicated and defined for each of the CAPEX BUYDOWN PAYMENT EVENTS listed in Table 16, by formalizing documentation for approval by the GRANTING AUTHORITY and issuing each of the respective TERMS OF ACCEPTANCE OF THE CAPEX BUYDOWN PAYMENT EVENTS, following the description and information contained in the CONTRACT and its ANNEXES, especially ANNEX 3 – PHASES OF THE CONCESSION.
- 11.7 Once each TERM OF ACCEPTANCE OF THE CAPEX BUYDOWN PAYMENT EVENTS has been issued, or the deadline established for manifestation by the GRANTING AUTHORITY regarding the acceptances under the terms of ANNEX 3 – PHASES OF THE CONCESSION has passed, the CONCESSIONAIRE will send a notification to the ACCOUNT ADMINISTRATOR, with a copy to the GRANTING AUTHORITY, indicating the respective amount for the transfer of the funds from the CAPEX BUYDOWN PAYMENT ACCOUNTS, to the CONCESSIONAIRE's free movement account, under the terms and deadlines set forth in ANNEX 11 – DRAFT OF PAYMENT AGENT AND ACCOUNT ADMINISTRATOR CONTRACT.
- 11.8 CAPEX BUYDOWN PAYMENT EVENTS must be paid primarily with VALE S.A. RESOURCES.
- 11.8.1 Once the VALE S.A. RESOURCES have been exhausted, including the income from the CAPEX BUYDOWN PAYMENT ACCOUNTS, the payment of the CAPEX BUYDOWN PAYMENT will be made through TREASURY RESOURCES.
- 11.9 In the CAPEX BUYDOWN PAYMENT EVENTS to be paid with VALE S.A. RESOURCES, it is up to the GRANTING AUTHORITY to indicate, in the TERM OF ACCEPTANCE OF THE CAPEX BUYDOWN PAYMENT EVENT, whether the resources should be transferred from the CAPEX BUYDOWN PAYMENT ACCOUNT 1 or from the CAPEX BUYDOWN PAYMENT ACCOUNT 2.
- 11.9.1 In the event of absence of a statement from the GRANTING AUTHORITY, the choice will be made by the ACCOUNT ADMINISTRATOR, pursuant to ANNEX 11 – DRAFT OF PAYMENT AGENT AND ACCOUNT ADMINISTRATOR CONTRACT.
- 11.10 In the event of non-payment of the CAPEX BUYDOWN PAYMENT, which will be recorded after the due payment deadline provided for in ANNEX 11 – DRAFT OF PAYMENT AGENT AND ACCOUNT ADMINISTRATOR CONTRACT, the debt will be increased by: (i) the amount of a single fine corresponding to 1% (one percent) of the overdue installment; plus (ii) amount of interest calculated, pro rata die, from the date on which the payment becomes due until the date of effective payment, considering the Selic Rate in force in the month, as disclosed by the Central Bank; (iii) plus monetary adjustment by the INCC, disclosed by Fundação Getúlio Vargas – FGV, pro-rata, between the date on which the payment becomes due and the date of effective payment.

- 11.11 The TERMS OF ACCEPTANCE OF THE CAPEX BUYDOWN PAYMENT EVENTS will be issued by acts of the GRANTING AUTHORITY, given the rules of this ANNEX and may dispense with approvals from competent bodies external to the GRANTING AUTHORITY, when the associated event allows it.
- 11.12 The CONCESSIONAIRE shall receive the installments of the CAPEX BUYDOWN PAYMENT as soon as the CAPEX BUYDOWN PAYMENT EVENT is concluded and the respective TERMS OF ACCEPTANCE OF THE CAPEX BUYDOWN PAYMENT EVENTS are issued, or the deadline established for manifestation by the GRANTING AUTHORITY regarding the acceptances under the terms of ANNEX 3 – CONCESSION PHASES has been exceeded, and may materialize regardless of the order of compliance with the CAPEX BUYDOWN PAYMENT EVENTS provided for in Table 16 above and/or of anticipation and/or delay in relation to the deadlines indicated in the INFRASTRUCTURE DEPLOYMENT SCHEDULE, without prejudice to the application of the applicable penalties in case of delay.
- 11.13 If, after the payment of the penultimate CAPEX BUYDOWN PAYMENT EVENT, the BALANCE OF THE CAPEX BUYDOWN PAYMENT, duly updated, is higher than the value of the last CAPEX BUYDOWN PAYMENT EVENT, due to remuneration of investments in the CAPEX BUYDOWN PAYMENT ACCOUNTS or other factors, the remaining BALANCE OF THE CAPEX BUYDOWN PAYMENT shall be used subject to the following rules:
- 11.13.1 Provided that there is an agreement between the PARTIES, the resources may be used to increase the value of the last CAPEX BUYDOWN PAYMENT EVENT, observing the need for economic and financial rebalancing under the terms of the CONTRACT; or
- 11.13.2 At the discretion of the GRANTING AUTHORITY, any remaining funds in the CAPEX BUYDOWN PAYMENT ACCOUNTS may be: (i) used to meet the payment of the current MONTHLY AVAILABILITY PAYMENT(s) or; (ii) deposited in the ESCROW ACCOUNT.

12 READJUSTMENT OF THE CONTRACT

12.1 ADJUSTMENT OF THE MAXIMUM MONTHLY AVAILABILITY PAYMENT

12.1.1 The monetary adjustment of the MAXIMUM MONTHLY AVAILABILITY PAYMENT (CMM) will be calculated every 12 (twelve) months, counted from the date of the ECONOMIC PROPOSAL, under the terms of the PUBLIC NOTICE, according to the following equation:

$$CMM_{Current} = CMM_{Previous} \times (1 + IRC)$$

Where:

$CMM_{Current}$ = $CMM_{HOSPITAL\ COMPLEX}$ adjusted value.

$CMM_{Previous}$ = Value of the $CMM_{HOSPITAL\ COMPLEX}$ in the period immediately prior to the date of monetary adjustment, which occurs every 12 (twelve) months after the DATE OF THE ECONOMIC PROPOSAL.

IRC = Contract Adjustment Index

12.1.2 The CONTRACT ADJUSTMENT INDEX (IRC) will be calculated according to the CONCESSION PHASES, in accordance with the milestones set forth in ANNEX 3 – CONCESSION PHASES, so that:

12.1.3 Until the end of PHASE 3 – PARTIAL OPERATION, the calculation of the IRC will be calculated by the following formula:

$$IRC = (53\% \times IPCA) + (29\% \times INCC) + (18\% \times IGPM)$$

Where:

IPCA = Represents the variation of the Extended National Consumer Price Index (IPCA), calculated by the Brazilian Institute of Geography and Statistics – IBGE, during the period under review;

INCC = Represents the variation of the National Construction Cost Index (INCC), calculated by Fundação Getúlio Vargas – FGV, during the period under review;

IGPM = Represents the variation of the General Price Index – Market (IGPM), calculated by Fundação Getúlio Vargas – FGV, during the period under review;

12.1.4 After the conclusion of PHASE 3 – PARTIAL OPERATION, the calculation of the Contract Adjustment Index (IRC) will be calculated by the following formula:

$$IRC = (89\% \times IPCA) + (11\% \times IGPM)$$

Where:

IPCA = Represents the variation of the Extended National Consumer Price Index (IPCA), calculated by the Brazilian Institute of Geography and Statistics – IBGE, during the period under review;

IGPM = Represents the variation of the General Price Index – Market (IGPM), calculated by Fundação Getúlio Vargas – FGV, during the period under review;

- 12.1.5 If one of these indexes is discontinued or is no longer updated, another index will be adopted in its place, according to current legislation. In the absence of a legal provision regarding the substitute index, the PARTIES will elect a new official index for readjustment of the remaining amount.
- 12.1.6 In the event that a certain Index component of the IRC has its official disclosure delayed, in order to impair the calculation of the adjustment recommended by item 12, the respective reference calculation shall, temporarily, be based on the value of the index calculated in the last 12 (twelve) months before the period prescribed for the adjustment and, therefore, the calculation. If the delayed disclosure affects only a few days, the last monthly average of the index calculated should be used, now projected in a "pro-rata" day manner by the number of days in which the index has delayed disclosure.
- 12.1.7 If it is found that amounts adjusted to more or less than the amount calculated and paid are due, in a situation in which the index has had its official disclosure delayed, any amounts paid to more or less will be adjusted, that is, incorporated or deducted, from the payment of the CME due in the immediately subsequent month.
- 12.1.8 The PART that feels harmed by the inappropriate use of the IRC, due to delays in the official publication body of the component Index, may file a claim for economic and financial rebalancing, a posteriori of the situation of any discrepancy.
- 12.1.9 The application of the adjustments provided for the MAXIMUM MONTHLY AVAILABILITY PAYMENT will be conducted automatically, by simple apostille, without the need for a contractual amendment.
- 12.1.10 The calculation of the adjustment of the amounts of the MAXIMUM MONTHLY AVAILABILITY PAYMENT will be prepared by the INDEPENDENT VERIFIER within five (5) business days from the beginning of the month following the date scheduled for the respective adjustment under the terms of item 12.1.1 and shall be presented to the PARTIES within the scope of the MONTHLY PAYMENT REPORT, as per item 14.4 of this ANNEX.

12.2 READJUSTMENT OF CAPEX BUYDOWN PAYMENT

- 12.2.1 The adjustment of the BALANCE OF THE CAPEX BUYDOWN PAYMENT will be calculated every 12 (twelve) months, counted from the date of the ECONOMIC PROPOSAL, according to the following equation:

$$CBP_{Payment} = CBP_{Initial} \times (1 + INCC)$$

Where:

$CBP_{Payment}$ = BALANCE OF THE CAPEX BUYDOWN PAYMENT updated for payment of each of the installments consigned as CAPEX BUYDOWN PAYMENT EVENTS;

$CBP_{Initial}$ = BALANCE OF THE CAPEX BUYDOWN PAYMENT;

INCC = Represents the variation of the National Construction Cost Index (INCC), calculated by Fundação Getúlio Vargas – FGV, during the period under review.

- 12.2.2 For the calculation, the variation of the accumulated INCC from the date of the ECONOMIC PROPOSAL

to the date of issuance of the TERM OF ACCEPTANCE OF CAPEX BUYDOWN PAYMENT EVENTS (considering the last month disclosed to the INCC) must be considered.

- 12.2.3 If the INCC ceases to exist or is no longer updated, another index will be adopted in place according to current legislation. In the absence of a legal provision regarding the substitute index, the PARTIES will elect a new official index for readjustment of the remaining amount.
- 12.2.4 In the event that the INCC has its official disclosure delayed, in order to prejudice the calculation of the adjustment recommended for the CONTRIBUTION, the respective reference calculation shall, temporarily, be based on the value of the index calculated in the last 12 (twelve) months before the period prescribed for the adjustment and, therefore, the calculation. If the delayed disclosure affects only a few days, the last monthly average of the INCC calculated should be used, now projected in a "pro-rata" day manner by the number of days in which the index is delayed disclosed.
- 12.2.5 If it is found that amounts adjusted to more or less than the amount calculated and paid are due, in a situation in which the INCC has had its official disclosure delayed, any amounts paid in excess or in excess or in the amount paid in the immediately following month will be adjusted, that is, incorporated or deducted, from the payment of the CONTRIBUTION due in the immediately subsequent month.
- 12.2.6 The PART that feels harmed by the inappropriate use of the INCC, due to delays in the official publication body of the Index, may file a claim for economic and financial rebalancing, a posteriori of the situation of any discrepancy.
- 12.2.7 The application of the adjustments foreseen for the BALANCE OF THE CAPEX BUYDOWN PAYMENT will be conducted automatically, by simple apostille, without the need for a contractual amendment.
- 12.2.8 The calculation of the adjustment of the BALANCE OF THE CONTRIBUTION will be prepared by the INDEPENDENT VERIFIER within five (5) business days from the beginning of the month following the date scheduled for the respective adjustment under the terms of item 12.2.1 and shall be presented to the PARTIES within the scope of the MONTHLY PAYMENT REPORT, as per item 14.4 of this ANNEX.

13 ANCILLARY REVENUES SHARING PROCESS

- 13.1 The ANCILLARY REVENUES will be shared between the CONCESSIONAIRE and the GRANTING AUTHORITY in the proportion defined in the CONTRACT.
- 13.2 At the end of each month, the CONCESSIONAIRE shall send to the INDEPENDENT VERIFIER, with a copy to the GRANTING AUTHORITY, a notification indicating the amounts received as a result of the exploitation of ANCILLARY REVENUES and the calculation of the sharing of the amount due to each PART, under the terms of the CONTRACT, accompanied by accounting documentation that enables the verification of the information.
- 13.3 For the purposes of the provisions of item 13.2, above, the GRANTING AUTHORITY, the INSPECTION SUPPORT and the INDEPENDENT VERIFIER will have broad access to the financial statements related to the ANCILLARY REVENUES contracts.
- 13.4 The amounts owed by the CONCESSIONAIRE to the GRANTING AUTHORITY, as a result of the sharing of ANCILLARY REVENUES, shall be paid monthly by the CONCESSIONAIRE to the GRANTING AUTHORITY within thirty (30) days of the end of each month, in funds deposited in an account to be indicated by the GRANTING AUTHORITY, not being deducted from the payment of the CME.
- 13.4.1 Once the priority judgment for the payment of funds in an account indicated by the GRANTING AUTHORITY is recognized, an alternative mechanism for payment of the amounts due according to item 13.4 may be arbitrated, among the possible modalities, in a regime agreed between the PARTIES.
- 13.5 In the event of late payment by the CONCESSIONAIRE, fines and interest shall be applied under the same terms as in item 14.15.

14 PROCESS FOR APPROVAL OF REPORTS BY THE PARTIES AND PAYMENT

- 14.1 The INDEPENDENT VERIFIER shall issue the QUARTERLY ASSESSMENT REPORT and the MONTHLY PAYMENT REPORT.
- 14.2 The QUARTERLY EVALUATION REPORT will have the following content:
- 14.2.1 Calculation memory of the GENERAL PERFORMANCE INDEX (IDG) and the PERFORMANCE FACTOR (FD) for the HOSPITAL COMPLEX and for LACEN;
- 14.2.2 Occupancy Rate (TO) calculation memory;
- 14.2.3 Calculation memory of the SUPPLIES INDEX (INS).
- 14.3 The QUARTERLY EVALUATION REPORT will be delivered to the CONCESSIONAIRE and the GRANTING AUTHORITY on a quarterly basis from the beginning of PHASE 3 – PARTIAL OPERATION, until the 15th (fifteenth) day of the month following the end of the calculation quarter.
- 14.3.1 Upon receipt of the QUARTERLY EVALUATION REPORT, the PARTIES must express their opinion within fifteen (15) days, approving or requesting adjustments and clarifications, in a motivated manner.
- 14.3.2 The INDEPENDENT VERIFIER shall, within seven (7) days, make the requested adjustments and present a new version of the QUARTERLY EVALUATION REPORT.
- 14.3.3 THE PARTIES shall, within seven (7) days, evaluate the new version of the QUARTERLY EVALUATION REPORT and approve it for issuance of the final version of the QUARTERLY EVALUATION REPORT by the INDEPENDENT VERIFIER.
- 14.3.4 If the divergence remains, the INDEPENDENT VERIFIER will consider, for the purposes of preparing the MONTHLY PAYMENT REPORT, the uncontroversial portion of the final version of the QUARTERLY EVALUATION REPORT.
- 14.3.5 No loss of the item 14.3.4 above, the PARTIES may activate the mechanisms for resolving disputes provided for in the CONTRACT.
- 14.3.6 If, after a decision within the scope of the divergence resolution mechanisms of the CONTRACT, it is found that amounts different from what was actually paid are due, any amounts overpaid or underpaid will be incorporated or subtracted from the payment of the MONTHLY AVAILABILITY PAYMENT of the quarter following the quarter due, including additions to the inflation adjustment calculated by the pro rata die variation of the IPCA.
- 14.4 The MONTHLY PAYMENT REPORT will have the following content:
- 14.4.1 Calculation memory of the MONTHLY AVAILABILITY PAYMENT, considering: (i) CME, individually indicating all the components provided for in this ANNEX, using the content of the QUARTERLY EVALUATION REPORT for the quarter; (ii) the CIAL due for the period;
- 14.4.2 IRC history and calculation memory for the IRC of the contractual year for CME.
- 14.5 If the final version of the QUARTERLY EVALUATION REPORT is different from the initial version of the QUARTERLY EVALUATION REPORT, as a result of requests for review by the PARTIES, THE INDEPENDENT VERIFIER shall adapt the final version of the MONTHLY APPRAISAL REPORT in order to reflect the uncontroversial

portion of the final version of the QUARTERLY EVALUATION REPORT.

- 14.6 The MONTHLY PAYMENT REPORT will be delivered to the CONCESSIONAIRE and the GRANTING AUTHORITY on a monthly basis from the beginning of PHASE 3 – PARTIAL OPERATION, until the 7th (seventh) day of the month following the month of evaluation.
- 14.6.1 Upon receipt of the MONTHLY PAYMENT REPORT, the PARTIES must manifest themselves within 7 (seven) days, approving or requesting adjustments and clarifications, in a motivated manner.
- 14.6.2 Regarding the calculation of the contractual adjustment as provided for in item 12, the PARTIES may only question the value if the calculation is not in accordance with the provisions of this ANNEX.
- 14.6.3 The INDEPENDENT VERIFIER shall, within seven (7) days, make the requested adjustments and present a new version of the MONTHLY PAYMENT REPORT.
- 14.6.4 THE PARTIES shall, within seven (7) days, evaluate the new version of the MONTHLY PAYMENT REPORT and approve it for the issuance of the final version of the MONTHLY PAYMENT REPORT by the INDEPENDENT VERIFIER.
- 14.6.5 If the divergence remains, the INDEPENDENT VERIFIER will consider what is uncontroversial between the PARTIES in the final version of the MONTHLY PAYMENT REPORT.
- 14.6.6 No loss of the item 14.6.5 above, the PARTIES may activate the mechanisms for resolving disputes provided for in the CONTRACT.
- 14.6.7 If, after a decision within the scope of the divergence resolution mechanisms of the CONTRACT, it is found that amounts different from what was actually paid are due, any amounts overpaid or underpaid will be incorporated or subtracted from the payment of the MONTHLY AVAILABILITY PAYMENT of the quarter following the quarter due, including additions to the inflation adjustment calculated by the pro rata die variation of the IPCA.
- 14.7 For the first four (4) months from the beginning of PHASE 3 – PARTIAL OPERATION, the MONTHLY PAYMENT REPORT shall be issued without the information of the QUARTERLY EVALUATION REPORT, and shall consider for the calculation of the CME: (i) FTO equal to 100% (one hundred percent); (ii) INS equal to 1.00 (one); (iii) FD of HOSPITAL COMPLEX equal to 1.00 (one); (iv) FD of LACEN equal to 1.00 (one).
- 14.8 The payment will be made through the Integrated Financial Administration System (SIAFI) or the system that may replace it, by means of a bank order issued by electronic processing, to the credit of the CONCESSIONAIRE, in one of the banks accredited by the State, in accordance with article 1 of Decree No. 40,427 of June 21, 1999, published in the Official Gazette of Minas Gerais of June 22, 1999, or legislation that may replace it, observing the procedure provided for herein.
- 14.9 The CONCESSIONAIRE shall insert a draft of the Invoice in the Electronic Information System (SEI), or in the system that may replace it, and send it by e-mail to the INDEPENDENT VERIFIER, with a copy to the GRANTING AUTHORITY, within two (2) business days after approval of the MONTHLY PAYMENT REPORT, considering the amount undisputed, accompanied by said report.
- 14.10 The GRANTING AUTHORITY, with the assistance of the INDEPENDENT VERIFIER, within two (2) business days of receipt of the draft invoice, will verify the conformity of the information entered, including with respect

to the content of the MONTHLY PAYMENT REPORT, and, once this compliance is confirmed, will authorize, by e-mail, the issuance of the definitive invoice.

- 14.11 The CONCESSIONAIRE shall enter in the SEI, or in the system that may replace it, the definitive Invoice and the GRANTING AUTHORITY, within two (2) business days of the insertion of the respective Invoice in the SEI, shall attest to the conformity of the services effectively rendered, according to the procedures of the CONTRACT and ANNEXES, whose attestation shall also be communicated to the CONCESSIONAIRE by e-mail.
- 14.12 The payment shall be made by the GRANTING AUTHORITY within twenty-five (25) days from the issuance of the definitive invoice by the CONCESSIONAIRE.
- 14.13 In the event of the need for additional measures by the CONCESSIONAIRE to adjust the Invoice, the deadlines for payment will be interrupted, and the count will be restarted from the date on which they are fulfilled, in which case the financial update will not be due.
- 14.14 The absence of a statement by the GRANTING AUTHORITY within the period stipulated in item 14.10 will give rise to the presumption that the CONCESSIONAIRE does not have any disagreement with the draft of the Invoice sent by the CONCESSIONAIRE, which is authorized to issue the definitive invoice.
- 14.15 In the event of default by the GRANTING AUTHORITY, which will be recorded after the due payment period provided for in item 14.12, the debt will be increased by: (i) a single fine corresponding to 1% (one percent) of the overdue installment; plus (ii) interest calculated, pro rata die, from the date on which the payment becomes due until the date of effective payment, considering the Selic Rate in force in the month, as disclosed by the Central Bank; (iii) plus inflation adjustment by the IPCA.
- 14.16 If the GRANTING AUTHORITY does not pay the invoice within five (5) business days of meeting the deadline provided for in item 14.12, the CONCESSIONAIRE may activate the PAYMENT GUARANTEE FROM THE GRANTING AUTHORITY, under the terms of the CONTRACT, including the amount indicated in item 14.15 above.
- 14.17 The calculation of the first CME will be made pro rata according to the days elapsed between the beginning of PHASE 3 – PARTIAL OPERATION and the last day of the respective month.