

## **ANNEX TO THE CONTRACT 11**

### TRANSITION A

#### **1. Presentation**

- 1.1. TRANSITION A dealt with in this ANNEX TO THE CONTRACT considers the interaction between the concessionaire and the REGULATORY ENTITY and aims to facilitate the assumption of the operation of the ROAD SYSTEM.
- 1.2. The transition dealt with in this ANNEX TO THE CONTRACT aims to facilitate the assumption of the operation of the ROAD SYSTEM and the transfer of REVERSIBLE ASSETS, as well as to guarantee the quality, continuity and timeliness of the provision of the services OBJECT of the CONTRACT, and all actors related to the concessionaire and the GRANTING AUTHORITY must make the necessary efforts for the effective and rapid operational transition.
- 1.3. TRANSITION A is not necessary or indispensable for the performance of the CONTRACT by the concessionaire, which assumes that it has full conditions to assume the CONTRACT regardless of the performance of the activities dealt with in this ANNEX TO THE CONTRACT.
- 1.4. The GRANTING AUTHORITY is not responsible for any mistakes, errors or problems occurred in this transition process, which will not exempt the CONCESSIONAIRE from any liability provided for in the CONTRACT.

#### **2. Transition Committee**

- 2.1. The Transition Committee will be formed by 3 (three) members, 1 (one) representative of the CONCESSIONAIRE, 1 (one) representative of the REGULATORY ENTITY and 1 (one) representative of DER-MG.
- 2.2. The purpose of the Transition Committee is to establish a forum for discussion of the various operational aspects that will permeate the activities of TRANSITION A provided for in this ANNEX TO THE CONTRACT, with no deliberative powers by the Transition Committee.
  - 2.2.1. Any legal issues that arise in the discussions will be submitted to the Attorney General's Office of the State of Minas Gerais – AGE.

- 2.3. Meetings must be held at a maximum frequency of 15 (fifteen) days, counted from the date of signature of the CONTRACT, for the purpose of monitoring the TRANSITION A, without prejudice to the holding of extraordinary meetings adjusted between the members of the entities mentioned in sub-clause 2.1.
- 2.4. The dates, times and places of the Transition Committee meetings shall be agreed between the parties in advance.
- 2.5. At the end of the Transition Committee meetings, minutes will be drawn up with the topics discussed, which must be signed by all members present.

### **3. Transition Team**

- 3.1. The CONCESSIONAIRE will create a transition team responsible for executing the operational transition plan.
- 3.2. The transition team will be composed of CONCESSIONAIRE professionals allocated in the areas of expertise necessary for the continuity of the operation of the ROAD SYSTEM.
- 3.3. The transition team will monitor the operation of the ROAD SYSTEM until the end of COEXISTENCE PHASE A, assimilate the information made available and implement the operational transition plan.
- 3.4. The transition team will forward to the REGULATORY ENTITY, at the end of COEXISTENCE PHASE A, a final report of the activities developed during the transition phase.

### **4. COEXISTENCE PHASE A**

- 4.1. THE COEXISTENCE PHASE A shall commence on the day following the CONTRACT signing date and shall end upon the signing of the ASSET LIST DOCUMENT, in accordance with the CONTRACT.
- 4.2. During COEXISTENCE PHASE A, the transition team will be responsible for, among other activities:
  - 4.2.1. Implement the operational transition plan;

- 4.2.2. Monitor the operation of the ROAD SYSTEM;
  - 4.2.3. Plan the composition of your staff;
  - 4.2.4. Initiate interaction with the actors and agents involved in the operation of the ROAD SYSTEM;
  - 4.2.5. Use the physical spaces made available by the GRANTING AUTHORITY.
- 4.3. The CONCESSIONAIRE may use alternative means to those indicated above to obtain information relevant to the performance of its activities during the transition phase.