

## ANNEX TO THE CONTRACT 12

### TRANSITION B

#### 1. Presentation

- 1.1. TRANSITION B dealt with in this ANNEX TO THE CONTRACT aims to define the fundamental conditions for the DEVOLUTION of the ROAD SYSTEM to the GRANTING AUTHORITY by the CONCESSIONAIRE with or without TRANSFER, in whole or in part, to the concessionaire that may succeed it (hereinafter referred to as "FUTURE OPERATOR").
- 1.2. Thus, for purposes of compliance with this ANNEX TO THE CONTRACT, the terms and regulations concerning the DEVOLUTION shall also apply in the case of TRANSFER, a term that designates, in this ANNEX TO THE CONTRACT, and which must be understood as a new concession of goods or set of goods reverted to the GRANTING AUTHORITY by the CONCESSIONAIRE.
- 1.3. All references to the TRANSFER and/or the FUTURE OPERATOR will be applicable if, at any time before the end of the CONCESSION, there is a bidding process already completed and, therefore, with the bidder declared the winner, which has as its object, in whole or in part, all or part of the ROAD SYSTEM.
- 1.4. The applicable specifications on the state of conservation/maintenance/operation for each of the existing structures within the ROAD SYSTEM are established herein.
  - 1.4.1. The CONCESSIONAIRE, regardless of the maintenance and conservation necessary to maintain the PERFORMANCE PARAMETERS and the fulfillment of other contractual obligations during the CONCESSION TERM, must return and/or transfer the ROAD SYSTEM in good condition and operation, with the appropriate update at the time of DEVOLUTION and guarantee of continuation of the useful life for 3 (three) years, from the zero hour of the day following the extinction of the CONCESSION, of the structures in general, mainly the pavement and special works of art (OAE). During this period, there should be no need for recovery and/or reinforcement services in the ESOs and pavement. The rule, however, does not

apply to equipment, which will follow the specific age parameters provided for in the annexes to the CONTRACT.

1.5. The entire ROAD SYSTEM must be returned and/or transferred, in perfect compliance with the rules, design instructions, ordinances and standards of the REGULATORY ENTITY, DER-MG, DNIT, ABNT (in this order) that are in force at the time of the termination of the CONCESSION and, alternatively, with the related international standards for road systems of similar characteristics, in force at the time of compliance with the respective contractual obligations, as determined through the current PARAMETERS of the services and the PERFORMANCE PARAMETERS throughout the TERM OF THE CONCESSION.

1.6. The specifications described in this ANNEX TO THE CONTRACT must be understood as minimum conditions for the DEVOLUTION and/or TRANSFER and will also have, as a fundamental subsidy, the Descriptive Memorandums and Reference Projects of the highways of the ROAD SYSTEM, available for consultation in the technical bodies of the GRANTING AUTHORITY.

## 2. Conditions Descriptions

<b>1. Flooring</b>
<p><b>A-rated stretch, according to the PER:</b></p> <ul style="list-style-type: none"> <li>a) Maximum arrows on wheel tracks less than 5mm<sup>1</sup>;</li> <li>b) Maximum percentage of cracked area (TR) FC2: 10%;</li> <li>c) Absence of area affected by class 3 interconnected cracks;</li> <li>d) Total absence of unevenness between the traffic lane and the paved shoulders (external or internal);</li> </ul>

<sup>1</sup> The sinking on wheel tracks (ATR) must be evaluated by the average of values, in segments up to 100 m, obtained by laser profilometer or equivalent technology, or, exceptionally, for specific evaluations, using a 1.2 m rope. The evaluation must consider the average of the individual values, and must observe the following criteria:

- 80% of the individual values must meet the established limit, tolerating a margin up to 10% higher than the parameter in the remaining 20%;
- The average of the individual values must meet the established limit.

- e) Absence of unevenness between contiguous traffic lanes;
- f) Maximum longitudinal irregularity (evaluated in homogeneous subsection) of 2.7 m/km;
- g) ICP - Absence of samples less than 70;
- h) Absence of plate elevation defects, corner crack, split plate (broken), staggering or step, ballerina board, localized breaks or level crossing with a degree of severity classified as high;
- i) Minimum width of the running tracks as specified in the standards for the geometric design of rural highways of DNIT and DER-MG;
- j) Characteristic deflection: (D.C.) lower than the maximum permissible, according to DNER PRO 011/79, obtained for a 3-year horizon;
- k) Global Severity Index (IGG) maximum: 40 on 100% of highways;
- l) Mean Profile Depth (MPD) or Minimum sand height (HS):  $0.60 \text{ mm} < \text{HS} < 1.20 \text{ mm}$  (per homogeneous segment);
- m) Skid resistance value (VRD)  $> 47$ ;
- n) Absence of exuded areas greater than:  $1.0\text{m}^2$ ;
- o) Absence of excessively patched areas in the maximum proportion of 20 repairs every 1 km and 4 repairs every 100 m. (valued inside each homogenous segment);
- p) The road pavement must have a remaining service life of at least 3 years.

**Sections classified as B, according to the PER (Project Execution Report):**

- a) Maximum arrows on wheel tracks less than  $7\text{mm}^2$ ;

<sup>2</sup> The sinking on wheel tracks (ATR) must be evaluated by the average of values, in segments up to 100 m, obtained by laser profilometer or equivalent technology, or, exceptionally, for specific evaluations, using a 1.2 m rope. The evaluation must consider the average of the individual values, and must observe the following criteria:

- 80% of the individual values must meet the established limit, tolerating a margin up to 10% higher than

- b) Maximum percentage of cracked area (TR) FC2: 15%;
- c) Absence of areas affected by interconnected class 3 crack;
- d) Absence of vertical step between the traffic lane and the paved shoulders (outer or inner);
- e) Absence of unevenness between contiguous traffic lanes;
- f) Maximum longitudinal irregularity (evaluated in homogeneous subsection) 4 of 3.0 m/km;
- g) ICP (Pavement Condition Index) - Absence of samples less than 70;
- h) Absence of plate elevation defects, corner crack, split plate (broken), staggering or stepping, ballerina board, localized breaks or level crossing with a degree of severity classified as high;
- i) Minimum width of the lanes as specified in the DNIT and DER-MG standards for the geometric design of rural roads;
- j) Characteristic deflection: (D.C) lower than the maximum permissible, according to DNER PRO 011/79, obtained for a 3-year horizon;
- k) Global Severity Index (IGG) maximum of 40 on 100% of the roads;
- l) Mean Profile Depth (MPD) or Sand Height (HS):  $0.60 \text{ mm} < \text{HS} < 1.20 \text{ mm}$  (per homogeneous segment);
- m) Skid resistance value (VRD)  $> 47$ ;
- n) Absence of exuded areas greater than:  $1,0\text{m}^2$ ;
- o) Absence of excessively patched areas in the maximum proportion of 20 repairs every 1 km and 4 repairs every 100 m (evaluated within each HOMOGENEOUS SECTION);
- p) Highway pavement must have a remaining life of at least 3 years.

**Marginal roads / Local roads:**

- a) Maximum wheel track deflections: 7mm;
- b) Maximum percentage of cracked area (TR) FC2: 20%;
- c) Maximum longitudinal irregularity (assessed on a homogeneous subsection): 3.5

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the parameter in the remaining 20%;

- The average of the individual values must meet the established limit.

m/km on 100% of the roads;

- d) Absence of plate lifting defects, corner cracks, split (broken) plates, staggered or stepped plates, ballerina plates, localized breaks or level crossings with a degree of severity classified as high;
- e) Maximum Global Severity Index (GII): 40 on 100% of the roads;
- f) Absence of exuded areas greater than: 1,0m<sup>2</sup>;
- g) Highway pavement must have a remaining life of at least 3 years.

## 2. Signage and Safety and Security Elements

- a) Absence of metal fenders or damaged concrete barriers;
- b) Absence of places with vertical signs in disagreement with the CTB, CONTRAN resolutions and DER-MG regulations;
- c) Total absence of horizontal signaling with retroreflectance index less than 135 mcd/lx/m<sup>2</sup> for white paint and 110 mcd/lx.m<sup>2</sup> for yellow paint on 100% of the highway;
- d) Total absence of dirty or damaged vertical or aerial signs;
- e) Absence of vertical and aerial signs with a retroreflectance index lower than the specified in NBR 14.644, with the minimum index being: 80% of the initial value on 100% of the highway signs;
- f) Total absence of CRITICAL SECTIONS of the highway without vertical safety signs (warning signs, curve markers/delineators, among others);
- g) Presence, in the vertical signage system, of at least 10m<sup>2</sup> of educational/indicative signs per kilometer in 100% of the total planned;
- h) Presence of signs before the PRE and PMMG Operational Units and Police Stations, indicating user services and the inspection Ombudsman's Office;
- i) Kilometer markers in accordance with the current SRE-MG;
- j) Reflective tacks implanted throughout the highway according to light intensity

parameters (ABNT nº 1436/2013);

- k) No locations with missing or unsatisfactory horizontal signs;
- l) Presence of signs on highways at the beginning and end of stretches and at all main access points;
- m) Presence of regulatory and warning signs in the vertical signaling system, in accordance with CONTRAN regulations;
- n) Absence of damaged safety devices;
- o) No metal fenders or concrete barriers without proper anchoring or retroreflective markers.

### 3. Special Works of Art

- a) Recovered and replaced guardrails, wheel guards and sidewalks;
- b) Absence of drainage systems for dirty and obstructed trays;
- c) Viaducts, pedestrian walkways and underpasses with signage signs, indicating the vertical clearance gauge;
- d) Absence of emergency problems of any nature that, in the short term, may endanger the stability of OAEs;
- e) Absence of structural problems in pedestrian walkways;
- f) Adaptation of existing OAEs to type-train TB-45 (in the case of OAEs that are to be widened and/or that have a technical grade lower than 2 and/or a type train lower than 45tf), with the exception of those of the expansion phase in 100% of the OAEs;
- g) Maximum settlement at the junction with OAE of 5 mm for sections classified as A and 10 mm for sections classified as B;
- h) Absence of depression at the intersection with the road that poses a safety risk to

users;

- i) Absence of joints and support devices outside their useful life;
- j) Absence of OAE in emergency and critical situation with tangible risk of collapse.

#### 4. Drainage System and Current Works of Art

- a) Total absence of drainage element or cab IN need of recovery or replacement, ensuring the functional conditions of the system;
- b) Total absence of sections with water puddling on the tracks;
- c) Total absence of dirty or obstructed drainage element or OAC;
- d) Total absence of emergency problems, of any nature, that, in the short term, may endanger the highway;
- e) Presence of complementary surface and deep drainage systems;
- f) Total absence of problems with existing surface drainage in poor condition or damaged, such as: Curbs, cut and fill gutters and ditches.

#### 5. Central Median and Domain Side

- a) No undergrowth taller than 30 cm across a minimum width of 4.0 m on each side of the road;
- b) No undergrowth over 50 cm in height along the entire domain side (except for 4.0 m on each side);
- c) No vegetation that affects the visibility of users or endangers traffic safety or physical structures, or that is dead or affected by disease;
- d) Pruning services carried out along the entire length and width of the domain side;
- e) Execution and maintenance of firebreaks, with a width of 1.50 m, on both sides of the

roads, through weeding;

- f) All highway fences repositioned, complemented and recovered;
- g) Irregular private accesses closed;
- h) Vegetation cover on the central median and on the cut and fill slopes, following the DER-MG or DNIT standard, if the latter has a specific standard.

## 6. Embankments and containment structures

- a) Total absence of embankments or containment works with emergency problems of any kind that, in the short term, could put the safety of users at risk;
- b) Full functioning of all drainage elements on embankments and containment works, cleaning and unblocking, for emergency situations;
- c) Total absence of material resulting from landslides or erosion within 4 m of the roadway;
- d) Total absence of unstable structures or those with construction or wear problems;
- e) Embankments ( $h > 2\text{m}$ ) and retaining walls with Risk Level 0 for 100% of their length.

## 7. Buildings and Operating Facilities

- a) All Buildings and Operational Facilities on the highways must be adequate to the required functionalities and operating standards, subject to the provisions of the Operational Services Front, meeting the accessibility standards required by the latest version of ABNT NBR 9050:2020 and Law nº 13.146/2015;
- b) Total absence of dirty or poorly maintained Buildings and Operational Facilities.

## 8. Electrical and Lighting Systems

- a) All existing electrical and lighting systems must be recovered;
- b) Implementation and complementation of lighting systems in order to fully meet the needs of each location, taking into account the latest and most economical technologies;
- c) Complementation or implementation of electrical and lighting systems in all urban crossings, intersection devices, operational facilities and buildings and pedestrian crossing sites and walkways, using the latest and most economical technologies.

## 9. Vehicles, Systems and Equipment of Administration and Operation

This item comprises the following infrastructures and services: (i) Operational Control Center; (ii) Administration Equipment and Vehicles; (iii) Traffic Control and Monitoring Systems; (iv) User Service Systems; (v) ELECTRONIC TOLLS and collection control system; (vi) Communication System; (vii) Data Transmission System; (viii) Weighing System; (ix) Guard and Asset Surveillance System;

- a) All of the above must meet the PERFORMANCE PARAMETERS and TECHNICAL PARAMETERS specified in the PER, in perfect condition, with updated technology and functionality.

## 3. Transition Committee

3.1. The Transition Committee will be formed by 1 (one) representative of the CONCESSIONAIRE, 1 (one) representative of the REGULATORY ENTITY and, if applicable, from the award in the bidding procedure, 1 (one) representative of the FUTURE OPERATOR.

3.2. The purpose of the Transition Committee is to monitor the adoption by the CONCESSIONAIRE of the measures prior to the DEVOLUTION and/or TRANSFER

of the ROAD SYSTEM set out in this ANNEX TO THE CONTRACT, and the Transition Committee has no decision-making powers

3.2.1. Any legal issues that arise in the discussions will be submitted to the Attorney General's Office of the State of Minas Gerais – AGE.

3.3. Thirty-six months before the advent of the contractual term of the CONCESSION, meetings must be held at a maximum frequency of 15 (fifteen) days, for the purpose of monitoring the DEVOLUTION and/or TRANSFER process, without prejudice to the holding of extraordinary meetings agreed between the PARTIES.

3.4. The dates, times and places of the Transition Committee meetings shall be agreed between the PARTIES in advance.

3.5. 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.

3.6. The Transition Committee shall prepare, within ninety (90) days from its constitution, the first INSPECTION REPORT and propose to the REGULATORY ENTITY, with the approval of the CONCESSIONAIRE and, if any, the consent of the FUTURE OPERATOR, the parameters that will guide the DEVOLUTION and/or TRANSFER of all or part of the ROAD SYSTEM object of the CONTRACT.

3.7. The INSPECTION REPORT provided for in the sub-item above will portray the situation of the ROAD SYSTEM and may propose to the REGULATORY ENTITY its acceptance or the need for corrections, before its DEVOLUTION to the GRANTING AUTHORITY and/or TRANSFER to the FUTURE OPERATOR.

3.8. Any corrections will be made within the time limits stipulated by the REGULATORY ENTITY and will entail a new inspection once the services have been completed.

3.9. In the event of a TRANSFER, the Transition Committee shall define the form in which the interaction between the CONCESSIONAIRE and the FUTURE OPERATOR shall take place, and shall submit it for approval by the REGULATORY AUTHORITY in the month prior to the start of the Assisted Operation provided for in sub-item 9.1 of this ANNEX TO THE CONTRACT.

#### 4. Partial and Final Reports

- 4.1. Every three (3) months, from the approval of the first INSPECTION REPORT prepared under the terms of the sub-item 3.6 above, the Transition Committee shall prepare and submit to the approval of the REGULATORY ENTITY a partial report on the execution of the work carried out, as well as a monitoring report on the execution of the works in progress and pavement monitoring, attesting to the quality of the work developed by the CONCESSIONAIRE.
- 4.2. The Final Inspection Report shall be delivered 15 (fifteen) days prior to the termination of the CONCESSION, and should describe, in detail, the dates of inspections and meetings held, all minutes, all non-compliances identified and corrected during the work of the DEVOLUTION Committee, as well as any other information deemed relevant by the Committee, together with a Final Opinion as to the compliance with the conditions of DEVOLUTION as established in this ANNEX TO THE CONTRACT.
- 4.2.1. Upon receipt of the first INSPECTION REPORT referred to in the sub-item 3.6 above, the REGULATORY ENTITY shall initiate an administrative proceeding for analysis as to the content of this and the other reports produced under this ANNEX TO THE CONTRACT.

#### 5. TERM OF PROVISIONAL RECEIPT

- 5.1. The PROVISIONAL RECEIPT TERM must be signed on the last day of the CONTRACT TERM by the CONCESSIONAIRE and the REGULATORY ENTITY, and, if there is a FUTURE OPERATOR, it must expressly consent to it, thus configuring the end of the CONCESSIONAIRE's responsibility for the maintenance and operation of the ROAD SYSTEM.
- 5.2. If any of the conditions established in this ANNEX TO THE CONTRACT are still pending completion by the CONCESSIONAIRE, these must be carried out according to the following schemes established:

- a) In case of DEVOLUTION to the GRANTING AUTHORITY, the fulfillment of the pending conditions will take place according to the schedule to be established by the REGULATORY ENTITY;
  - b) In the case of TRANSFER, if it is not feasible to complete the outstanding conditions until the contract term, they will be converted into an equivalent compensation to be paid directly by the CONCESSIONAIRE to the FUTURE OPERATOR and calculated in the form of economic and financial rebalancing provided for in the expiring CONTRACT.
- 5.3. The PROVISIONAL RECEIPT TERM will portray the situation of the REVERSIBLE ASSETS, including the terms of their acceptance and the possible need for corrections or replacements, under the responsibility of the CONCESSIONAIRE, with no reimbursement to the CONCESSIONAIRE.
- 5.4. In the event of any corrections or substitutions to be made by the CONCESSIONAIRE, the PROVISIONAL RECEIPT TERM must indicate, in a motivated manner, the term for its execution.
- 5.5. The REGULATORY ENTITY may determine, in the PROVISIONAL RECEIPT TERM, the delivery of the technical and administrative documentation, as well as the transfer of the operational guidelines related to the OBJECT of the CONTRACT that have not yet been delivered or passed on by the CONCESSIONAIRE.
- 5.6. The corrections and replacements made by the CONCESSIONAIRE with the purpose of returning the REVERSIBLE ASSETS to the conditions of use, technological update and maintenance, will not generate the right to indemnity or compensation in its favor.
- 5.7. Failure to carry out the corrections and replacements provided for in the PROVISIONAL RECEIPT TERM will imply the setting of indemnities in favor of the GRANTING AUTHORITY, in an amount corresponding to the services not performed, in addition to the application of the sanctions provided for in the CONTRACT due to contractual default.

5.8. It will be the CONCESSIONAIRE's responsibility to remove, within the term set forth in the PROVISIONAL RECEIPT TERM, all assets used in the CONCESSION that are not qualified as REVERSIBLE ASSETS.

## **6. Provisional Transfer to FUTURE OPERATOR**

6.1. The signing of the PROVISIONAL RECEIPT TERM will imply the TRANSFER of the operation and maintenance of the ROAD SYSTEM, or part of it, to the FUTURE OPERATOR, according to the act of awarding the object of the respective expired bidding, but will not exempt the CONCESSIONAIRE from the civil responsibility of keeping the GRANTING AUTHORITY and/or the FUTURE OPERATOR indemnified, resulting from the guarantee of useful life provided for in this ANNEX TO THE CONTRACT.

## **7. FINAL RECEIPT TERM**

7.1. After the observation period of six (6) months, counted from the PROVISIONAL RECEIPT TERM, the GRANTING AUTHORITY and the REGULATORY ENTITY shall draw up the FINAL RECEIPT TERM of the ROAD SYSTEM. If within this period all the requirements set forth in this ANNEX TO THE CONTRACT are met, the FINAL RECEIPT TERM will inform the regularity and authorize the release of the guarantee.

7.2. If, at the end of 6 (six) months from the issuance of the PROVISIONAL RECEIPT TERM, the CONCESSIONAIRE has not complied with all the conditions set out in this ANNEX TO THE CONTRACT, the GRANTING AUTHORITY shall be compensated and/or the FUTURE OPERATOR shall claim a discount of the respective amount from the CONTRACT PERFORMANCE BOND provided by the CONCESSIONAIRE.

7.2.1. In case of DEVOLUTION of the ROAD SYSTEM to the GRANTING AUTHORITY, the CONTRACT PERFORMANCE BOND will be executed, in an amount calculated in the form of economic and financial rebalancing under the terms of the CONTRACT that ends.

7.2.2. In the event of a TRANSFER to a FUTURE OPERATOR, the amount of compensation due will be verified by the FUTURE OPERATOR through the opening of a specific administrative process, on which the CONCESSIONAIRE may comment.

7.3. The CONCESSIONAIRE's liability will only end within the legal periods in force, which will not exempt it from its civil liability to hold the GRANTING AUTHORITY and/or the FUTURE OPERATOR harmless, arising from the useful life guarantee provided for in this ANNEX TO THE CONTRACT.

7.4. For the purposes of calculating the indemnity provided for in sub-items 7.2.1 and 7.2.2, the unit costs to be adopted must be based on the SICOR Price Reference Table of DER-MG or SICRO-MG table of DNIT, in that order, more updated at the time of submission of the claim. In the unavailability of information in the tables referred to herein, other parameters must be used, such as those used and published in national and international engineering journals or, if unavailable, quotation may be made on the market, with at least three (3) suppliers.

## **8. COEXISTENCE PHASE B**

8.1. The COEXISTENCE PHASE B is the period of coexistence between the CONCESSIONAIRE and the GRANTING AUTHORITY or the FUTURE OPERATOR, aimed at the appropriate operational transition and the continuity of the adequate provision of services, until the FINAL RECEIPT TERM is drawn up.

8.2. The CONCESSIONAIRE's obligations are, during the COEXISTENCE PHASE B:

- i. Make available documents and contracts relating to the object of the CONCESSION, including the history and design of all the interventions carried out on the ROAD SYSTEM throughout the CONCESSION, the register of road elements, the register of Accesses and the register of the DOMAIN SIDE and other documents requested by the Transition Committee or the REGULATORY ENTITY;
- ii. Provide operational documents relating to the OBJECT of the CONCESSION;

- iii. Provide other information about the operation of the ROAD SYSTEM;
- iv. Cooperate with the FUTURE OPERATOR and/or the REGULATORY ENTITY for the proper transmission of knowledge and information;
- v. Allow monitoring of the ROAD SYSTEM operation and regular activities of the CONCESSIONAIRE by the FUTURE OPERATOR;
- vi. Promote the training of employees of the FUTURE OPERATOR, in relation to the operation of the ROAD SYSTEM;
- vii. Collaborate with the FUTURE OPERATOR in the preparation of any reports required for the transition process;
- viii. Indicate professionals in the relevant areas of knowledge for operational transition during the assumption of the service by the FUTURE OPERATOR;
- ix. Provide physical space to accommodate the FUTURE OPERATOR's work groups during this period;
- x. Assist in staff planning;
- xi. Interact with the FUTURE OPERATOR and other stakeholders and agents involved in the operation of the ROAD SYSTEM;
- xii. Collaborate in the other ways indicated by the REGULATORY ENTITY; and
- xiii. Provide, within deadline set up by REGULATORY ENTITY, the most recent geo-referenced video record made, and any other documents that make up the current inventory, which will be maintained by the CONCESSIONAIRE throughout the CONCESSION PERIOD.

## **9. Assisted Operation Actions in the HIGHWAY SYSTEM:**

- 9.1. In the last 3 (three) months of the term of the CONTRACT TERM, the FUTURE OPERATOR, with the prior knowledge and consent of the CONCESSIONAIRE and the REGULATORY ENTITY, may allocate personnel to monitor the operation and maintenance of the ROAD SYSTEM, in order to familiarize itself with the operation of the ROAD SYSTEM which is the object of the CONCESSION.

## 10. Conflict Resolution in Transition Phase

- 10.1. In the event of disagreement or divergence within the Transition Committee on the need for corrections or non-compliance with any of the minimum conditions set out in this ANNEX TO THE CONTRACT, as well as in the face of the REGULATORY ENTITY's decisions, the dissatisfied member must express their dissatisfaction, in writing and in a reasoned manner, to the GRANTING AUTHORITY, with a copy to the other members, within 15 (fifteen) days of the questioned act, instructed with alternative solutions to the contested or highlighted points, with a cost estimate, if applicable. The other members of the Transition Committee may express their opinion within 5 (five) days of the respective awareness of the nonconformity.
- 10.2. The manifestations presented will be analyzed by the GRANTING AUTHORITY, within 15 (fifteen) business days, counted from their receipt.
- 10.3. The decision of the GRANTING AUTHORITY on the nonconformity of the member(s) of the Transition Committee has binding force for it, which must adopt, immediately after its summons, the measures determined, aiming at the signature of the PROVISIONAL RECEIPT TERM, if before the end of the CONCESSION, or the FINAL RECEIPT TERM, if during the observation period.
- 10.4. The validation, by the GRANTING AUTHORITY, of the work of the Transition Committee, including the INSPECTION REPORTS, will imply the full acceptance, by the CONCESSIONAIRE and the FUTURE OPERATOR, of the conditions of the ROAD SYSTEM, and any burden that the FUTURE OPERATOR may incur due to unpredictable defects and not resulting from fault or intent of the members of the Transition Committee must be treated according to the contractual provision of the future concession.
- 10.5. Interference, prejudice, the imposition of obstacles or breakage of continuity in the provision of services object of this CONCESSION CONTRACT, as well as the imposition of any burden not resulting from the CONCESSION CONTRACT to the CONCESSIONAIRE during the transition period is prohibited.

10.6. Any joint decision between the CONCESSIONAIRE and the FUTURE OPERATOR, whether or not relating to the transition phase, and of a strictly private nature, which does not interfere with the proper provision of the service granted, must be communicated to the GRANTING AUTHORITY, but will not give rise to any right to economic-financial rebalancing of the CONTRACT in favor of the CONCESSIONAIRE or the FUTURE OPERATOR, nor may it imply any burden on the GRANTING AUTHORITY.

10.7. A composition between the CONCESSIONAIRE and the FUTURE OPERATOR is also permitted with regard to the assets that are part of the CONCESSION, and which should be transferred directly to the FUTURE OPERATOR, provided that this composition is previously approved by the GRANTING AUTHORITY and does not imply any burden on the GRANTING AUTHORITY or on the quality of the service provided to the USER, which is why no right to rebalancing in favor of the CONCESSIONAIRE or the FUTURE OPERATOR will arise from it.