INTERNATIONAL COMPETITION No. 01 /2025

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

ANNEX 11

DRAFT OF THE CONTRACT FOR THE APPOINTMENT OF PAYMENT AGENT AND ACCOUNT ADMINISTRATOR

PPP Complexo de Saúde HoPE

This Payment Agent and Account Administrator Appointment Contract is executed between:

[**********], a financial institution headquartered in [*****], registered with the CNPJ No. [**********] represented in the form of its Bylaws, hereinafter referred to as "ACCOUNT ADMINISTRATOR";

STATE OF MINAS GERAIS, legal entity governed by the public law regime, headquartered in the Presidente Tancredo Neves Administrative City, located at Rod. Papa João Paulo II, 4.001 – Serra Verde, Belo Horizonte/MG, CEP 31.630-901, registered with the CNPJ No. [**********], through the **HOSPITAL FOUNDATION OF THE STATE OF MINAS GERAIS,** state public foundation, headquartered in the Presidente Tancredo Neves Administrative City, located at Rodovia Papa João Paulo II, 4.001, Edifício Gerais, 13th floor – Serra Verde, Belo Horizonte/MG, CEP 31.630-901, registered with the CNPJ No. 19.843.929/0001-00, hereby represented in the form of its Bylaws, hereinafter referred to as "FHEMIG" or "GRANTING AUTHORITY"; and with the INTERVENTION of the SECRETARY OF STATE FOR FINANCE, headquartered at the Presidente Tancredo Neves Administrative City, located at Rodovia Papa João Paulo II, 4.001, Edifício Gerais, 7th floor – Serra Verde, Belo Horizonte/MG, CEP 31.630-901, registered with the CNPJ No. [*] herein represented by its holder, [*], bearer of Identification Register (RG) No. [*], registered with the CPF No. [*], and with address at [*];

[**********], a special purpose company, registered with the CNPJ No. [**********], headquartered at [**********], hereby represented in the form of its Bylaws, hereinafter referred to as "SPE" (Special Purpose Company) or "CONCESSIONAIRE", jointly referred to as "PARTIES";

Considering that:

1. SPE was the winner of International Competition No. [******], aimed at contracting a public-private partnership, in the form of an administrative concession, for the construction, equipping, operation, maintenance and provision of the SERVICES of the HOPE HEALTH COMPLEX ("CONCESSION"), in accordance with the provisions of the PUBLIC NOTICE and its ANNEXES ("TENDER");

2. In accordance with the provisions of the Administrative Concession Contract ("CONCESSION CONTRACT") entered between FHEMIG and SPE as a result of the TENDER, the GRANTING AUTHORITY assumed the obligation to make payments of CAPEX BUYDOWN PAYMENT and MONTHLY AVAILABILITY PAYMENT to the SPE, and such obligations, together with any indemnities provided for in the CONCESSION CONTRACT, are jointly referred to as "PECUNIARY OBLIGATIONS";

3. The State of Minas Gerais manages resources arising from the reimbursement obligations of the company Vale S/A, object of Lawsuits No. 5010709-36.2019.8.13.0024, 5026408-67.2019.8.13.0024, 5044954-73.2019.8.13.0024 and 5087481-40.2019.8.13.0024, with a judicial agreement approved

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before CEJUSC - Judicial Center for Conflict Resolution and Citizenship of the Distinguished Court of Justice of the State of Minas Gerais, on February 4, 2021, ("VALE S.A. AGREEMENT");

4. The amount of BRL 267,689,167.00 (two hundred and sixty-seven million, six hundred and eighty-nine thousand, one hundred and sixty-seven reais) resulting from the VALE S.A. AGREEMENT shall be used as one of the sources of payment of the CAPEX BUYDOWN PAYMENT ("VALE S.A. RESOURCES");

5. Under the terms of the VALE S.A. AGREEMENT, the VALE S.A. RESOURCES to be paid by Vale S/A will be deposited in a judicial account, and will be released in favor of the State of Minas Gerais for use in the construction and maintenance of a new health complex and operation of non-finalistic services;

6. The VALE S.A. RESOURCES, according to the VALE S.A. AGREEMENT, are owned by the State of Minas Gerais, and must be kept in an official financial institution to be defined by the State Executive Branch, with interest-bearing accounts, to be created exclusively for this purpose;

7. Specifically in relation to the guarantee to be provided by the GRANTING AUTHORITY for the payment of the portion of the CAPEX BUYDOWN PAYMENT linked to the VALE S.A. RESOURCES, the CONCESSION CONTRACT establishes the obligation to deposit the VALE S.A. RESOURCES in the CAPEX BUYDOWN PAYMENT ACCOUNTS as follows: BRL 200,689,167.00 (two hundred million, six hundred and eighty-nine thousand, one hundred and sixty-seven reais) in the CAPEX BUYDOWN PAYMENT ACCOUNT 1 and BRL 67,000,000.00 (sixty-seven million reais) in the CAPEX BUYDOWN PAYMENT ACCOUNT 2 ("CAPEX BUYDOWN PAYMENT ACCOUNTS"), in which such amounts will be held in custody, and can only be moved by the ACCOUNT ADMINISTRATOR, in the manner provided for in the CONCESSION CONTRACT and in this PAYMENT AGENT AND ACCOUNT ADMINISTRATOR APPOINTMENT CONTRACT;

8. Specifically in relation to the guarantee to be provided by the GRANTING AUTHORITY for the payment of the MONTHLY AVAILABILITY PAYMENT and any indemnities, the CONCESSION CONTRACT establishes the obligation of the GRANTING AUTHORITY related to the making deposits of the amounts below ("MINIMUM ESCROW ACCOUNT BALANCE") in a specific account, in which they will be held in custody ("ESCROW ACCOUNT"), may only be handled by the ACCOUNT ADMINISTRATOR, in the manner provided for in the CONCESSION CONTRACT and in this PAYMENT AGENT AND ACCOUNT ADMINISTRATOR APPOINTMENT CONTRACT:

    a. 1 (one) installment of the MAXIMUM MONTHLY AVAILABILITY PAYMENT and 1 (one) referential installment of the AVAILABILITY PAYMENT FOR IMAGING, ANATOMOPATHOLOGICAL AND LABORATORY EXAMINATION SERVICES SERVICES in the amount of BRL 1,569,391.89 (one million, five hundred and sixty-nine thousand, three hundred and ninety-one reais and eighty-nine cents), with budgetary resources from the GRANTING AUTHORITY, deposited as a condition of effectiveness of the CONCESSION CONTRACT;

b. 1 (one) installment of the MAXIMUM MONTHLY AVAILABILITY PAYMENT, with budgetary resources from the GRANTING AUTHORITY and 1 (one) referential installment of the AVAILABILITY PAYMENT FOR IMAGING, ANATOMOPATHOLOGICAL AND LABORATORY EXAMINATION SERVICES in the amount of BRL 1,569,391.89 (one million, five hundred and sixty-nine thousand, three hundred and ninety-one reais and eighty-nine cents), deposited within 12 (twelve) months from the EFFECTIVENESS DATE.

9. The enactment of State Law No. 25,235/2025, which authorized the linking of revenues from the Participation Fund of the States and the Federal District (FPE) for the purpose of fulfilling the PECUNIARY OBLIGATIONS contracted by the State of Minas Gerais, as the granting authority, in the public-private partnership (PPP) contracts entered by it;

10. State Law No. 25,235/2025 also authorized, to the financial agent responsible for the FPE, the transfer of financial resources from this Fund to guarantee the fulfillment of obligations in PPP contracts, subject to the equivalent of 15% (fifteen percent) of the monthly amount transferred by the Federal Government to the State of Minas Gerais;

11. State Law No. 25,235/2025 authorized the execution of account management contracts or similar legal instruments, for the purpose of disciplining the use of FPE resources to remedy the default of the obligations contracted by the State of Minas Gerais in the PPP contracts entered by it;

12. In order to enable the payment and guarantee of the PECUNIARY OBLIGATIONS, the SPE, as a condition for signing the CONCESSION CONTRACT, must hire the official financial institution responsible for the FPE for the administration of the CAPEX BUYDOWN PAYMENT ACCOUNTS, intended for the payment of the portion of the CAPEX BUYDOWN PAYMENT linked to the VALE S.A. RESOURCES, and for the guarantee of the payment of the MONTHLY AVAILABILITY PAYMENT and any indemnities ("ESCROW ACCOUNT"), under the terms defined by the State Department of Finance;

13. As a result of this obligation, the SPE, in compliance with the applicable legislation and the guidelines of SEF, appointed the [**********] in charge of making the payment and guarantee of the PECUNIARY OBLIGATIONS, through the opening, by the SPE, of the CAPEX BUYDOWN PAYMENT ACCOUNTS and the ESCROW ACCOUNT, of exclusive movement by the ACCOUNT ADMINISTRATOR, in which the VALE S.A. RESOURCES and the MINIMUM ESCROW ACCOUNT BALANCE will be deposited and maintained, for the purpose of satisfying the PECUNIARY OBLIGATIONS of the GRANTING AUTHORITY, provided for in the CONCESSION CONTRACT;

14. The GRANTING AUTHORITY, until the fulfillment of the PECUNIARY OBLIGATIONS provided for in the CONCESSION CONTRACT, commits to (i) allocating, in favor of the SPE, the VALE S.A. RESOURCES by depositing them into the CAPEX BUYDOWN PAYMENT ACCOUNTS, which will form part of the CAPEX BUYDOWN PAYMENT GUARANTEE, and (ii) making and linking the deposit of the MINIMUM ESCROW ACCOUNT BALANCE, in favor of SPE, composing the GUARANTEE RESOURCES, and, in relation to this amount, promote the immediate recompositing, in its respective original amounts, in case of execution or lag resulting from the adjustments; and

15. The GRANTING AUTHORITY commits to allocating resources from the FPE, as provided in State Law No. 25.235/2025, as provided for in State Law No. 25,235/2025, for the eventual recompositing of the MINIMUM ESCROW ACCOUNT BALANCE and the CAPEX BUYDOWN PAYMENT ACCOUNT 3.

Thus, the CONCESSIONAIRE, with the prior consent and authorization of the GRANTING AUTHORITY, also a signatory herein, appoints by mutual agreement the ACCOUNT ADMINISTRATOR, for the administration of the CAPEX BUYDOWN PAYMENT ACCOUNTS and the ESCROW ACCOUNT.

The ACCOUNT ADMINISTRATOR, upon request of the parties, agrees to act in the provision of custody, management and administration services of the VALE S.A. RESOURCES, acting as depositary and administrator of the CAPEX BUYDOWN PAYMENT ACCOUNTS, as well as in the provision of custody, management and administration services of the GUARANTEE RESOURCES, acting as depositary and administrator of the ESCROW ACCOUNT, as provided in this PAYMENT AGENT AND ACCOUNT ADMINISTRATOR APPOINTMENT CONTRACT.

The PARTIES have among themselves, fair and agreed, to enter this PAYMENT AGENT AND ACCOUNT ADMINISTRATOR APPOINTMENT CONTRACT ("CAD"), which will be governed by the items set forth below.

INITIAL PROVISIONS

CLAUSE 1. DEFINITIONS

1.1. Capitalized terms, when used herein, shall have the following meaning:

a) VALE S.A. AGREEMENT: Judicial agreement entered into between Vale S.A., the State of Minas Gerais, the Public Prosecutor's Office of the State of Minas Gerais, the Public Defender's Office of the State of Minas Gerais and the Federal Public Prosecutor's Office, for the purpose of full reparation of the damages, negative impacts and socioenvironmental and socioeconomic losses caused as a result of the breach of the B-I Dams, B-IV and B-IVA, of the Córrego do Feijão, in the Municipality of Brumadinho ("Dams"). Said agreement was approved under Lawsuits No. 5010709-36.2019.8.13.0024, No. 5026408- 67.2019.8.13.0024, No. 5044954-73.2019.8.13.0024 and No. 5087481-40.2019.8.13.0024, before the Judicial Center for Conflict Resolution and Citizenship of the Court of Justice of the State of Minas Gerais;

b) ACCOUNT ADMINISTRATOR: It is the [**********], hired to manage the CAPEX BUYDOWN PAYMENT ACCOUNTS and the ESCROW ACCOUNT;

c) ANNEXES: Set of documents containing rules, rights and duties of the CONCESSIONAIRE and the GRANTING AUTHORITY and that are part of the CONCESSION CONTRACT, as listed in Clause Two of the CONCESSION CONTRACT;

d) CAPEX BUYDOWN PAYMENT: Means the contribution of resources of BRL 350,000,000.00 (three hundred and fifty million reais) in favor of the CONCESSIONAIRE, to be paid by the GRANTING AUTHORITY, pursuant to articles 6 and 7 of Federal Law No. 11,079/2004 (or any legislation that replaces it) during the term and in the manner established in ANNEX 10 – PAYMENT MECHANISM;

e) HOPE HEALTH COMPLEX: Padre Eustáquio Health Complex (HOPE), a project composed of the Hospital Complex and Lacen, to be built by the CONCESSIONAIRE, equipped and operated under the terms of the CONCESSION CONTRACT and ANNEXES;

f) CONCESSION: Means the administrative concession of SERVICES and INFRASTRUCTURE DEPLOYMENT subject to the CONCESSION CONTRACT;

g) CONCESSIONAIRE: THE SPECIAL PURPOSE COMPANY constituted by the successful bidder for the signing and execution of the CONCESSION CONTRACT;

h) CAPEX BUYDOWN PAYMENT ACCOUNT 1: Current account specifically designated for the deposit and movement of the amount of BRL 200,689,167.00 (two hundred million, six hundred and eighty-nine thousand, one hundred and sixty-seven reais), which makes up a portion of the VALE S.A. RESOURCES, intended for the payment of the CAPEX BUYDOWN PAYMENT;

i) CAPEX BUYDOWN PAYMENT ACCOUNT 2: Current account specifically designated for the deposit and movement of the amount of BRL 67,000,000.00 (sixty-seven million reais), which makes up a portion of the VALE S.A. RESOURCES, intended for the payment of the CAPEX BUYDOWN PAYMENT;

j) CAPEX BUYDOWN PAYMENT ACCOUNT 3: Current account specifically designated for the deposit and movement of the amount of BRL 82,310,833.00 (eighty-two million, three hundred and ten thousand, eight hundred and thirty-three reais), which makes up a portion of the CAPEX BUYDOWN PAYMENT resulting from TREASURY RESOURCES.

k) CAPEX BUYDOWN PAYMENT ACCOUNTS: CAPEX BUYDOWN PAYMENT ACCOUNT 1; CAPEX BUYDOWN PAYMENT ACCOUNT 2; and CAPEX BUYDOWN PAYMENT ACCOUNT 3;

l) ESCROW ACCOUNT: Current account specifically designated for the deposit and movement of GUARANTEE RESOURCES, intended to guarantee the payment of the MONTHLY AVAILABILITY PAYMENT due by the GRANTING AUTHORITY;

m) EFFECTIVE MONTHLY AVAILABILITY PAYMENT: Amount that will be effectively paid monthly by the GRANTING AUTHORITY to the CONCESSIONAIRE for the execution of the CONCESSION CONTRACT, pursuant to ANNEX 10 – PAYMENT MECHANISM;

n) MONTHLY AVAILABILITY PAYMENT: Sum of the EFFECTIVE MONTHLY AVAILABILITY PAYMENT and the AVAILABILITY PAYMENT FOR IMAGING, ANATOMOPATHOLOGICAL AND LABORATORY EXAMINATION SERVICES SERVICES, in the form of the CONCESSION CONTRACT;

o) MAXIMUM MONTHLY AVAILABILITY PAYMENT: Reference value of the remuneration paid by the GRANTING AUTHORITY to the CONCESSIONAIRE, in each of the months of the CONCESSION term, and which will be used for the calculation of the EFFECTIVE MONTHLY AVAILABILITY PAYMENT, in the form of the CONCESSION CONTRACT;

p) AVAILABILITY PAYMENT FOR IMAGING, ANATOMOPATHOLOGICAL AND LABORATORY EXAMINATION SERVICES SERVICES – CIAL: Amount that will be effectively paid monthly by the GRANTING AUTHORITY to the CONCESSIONAIRE for the provision of imaging, anatomopathological and laboratory examination services, within the scope of the HOSPITAL COMPLEX, under the terms of ANNEX 7 – SPECIFICATIONS and ANNEX 10 – PAYMENT MECHANISM, both of the CONCESSION CONTRACT.

q) PAYMENT AGENT AND ACCOUNT ADMINISTRATOR APPOINTMENT CONTRACT or CAD: it is the present contract;

r) CONCESSION CONTRACT: it is the legal instrument signed between the GRANTING AUTHORITY and the CONCESSIONAIRE, including its ANNEXES, which contains rules, rights and obligations that must be observed throughout the CONCESSION;

s) EFFECTIVENESS DATE: The date when the effectiveness begins and the term of the CONCESSION CONTRACT, after compliance with the precedent conditions established by Clause 6.2 of the CONCESSION CONTRACT.

t) CAPEX BUYDOWN PAYMENT EVENT: Each of the events provided for in ANNEX 10 – PAYMENT MECHANISM of the CONTRACT, to which corresponds the payment of the installments of the CAPEX BUYDOWN PAYMENT;

u) FINANCER: Means each of the banks, multilateral agencies, export credit agencies, trustees, fund administrators or other entities that grant financing to the CONCESSIONAIRE, or represent the creditors;

v) FHEMIG: The Hospital Foundation of the State of Minas Gerais;

w) FPE: Participation Fund of the States and the Federal District, composed of the revenues provided for in article 159, I, "a", of the Federal Constitution of 1988 and regulated by Complementary Law No. 62, of December 28, 1989, with subsequent updates;

x) CAPEX BUYDOWN PAYMENT GUARANTEE: Guarantee of the faithful fulfillment of the obligation to pay the CAPEX BUYDOWN PAYMENT, to be constituted by the GRANTING AUTHORITY through the

deposit of the VALE S.A. RESOURCES in the CAPEX BUYDOWN PAYMENT ACCOUNTS 1 and 2, as well as by the TREASURY RESOURCES provided for CAPEX BUYDOWN PAYMENT ACCOUNT 3, and, in the last case, by the FPE RESOURCES.

y) INFRASTRUCTURE DEPLOYMENT: The set of WORKS related to the construction of the HOPE HEALTH COMPLEX, as well as the supply and installation of equipment, under the terms of the CONCESSION CONTRACT and its ANNEXES;

z) TENDER: Public procedure carried out, which selected, among the economic proposals presented, the one that best met the interest of the Public Administration for the CONCESSION;

aa) WORKS: Civil construction activities related to the implementation of the HOPE HEALTH COMPLEX, including the demolition of the current structure of the Galba Velloso Hospital, to be carried out in accordance with the CONCESSION CONTRACT;

bb) PECUNIARY OBLIGATIONS: set of payment obligations of the GRANTING AUTHORITY to SPE, including the obligation to pay the CAPEX BUYDOWN PAYMENT and the MONTHLY AVAILABILITY PAYMENT, under the terms set forth in this CAD;

cc) PART: Term used to designate, indistinctly, the ACCOUNT ADMINISTRATOR, the GRANTING AUTHORITY and the CONCESSIONAIRE. When used in the plural, PARTIES, shall jointly designate the ACCOUNT ADMINISTRATOR, the GRANTING AUTHORITY and the CONCESSIONAIRE;

dd) GRANTING AUTHORITY: The State of Minas Gerais, represented by FHEMIG;

ee) GUARANTEE RESOURCES: Amount effectively available in the ESCROW ACCOUNT;

ff) FPE RESOURCES: Resources from a segregated account of the FPE amounts due to the State of Minas Gerais, which will be used for the flow of payments and for the fulfillment of the PECUNIARY OBLIGATIONS provided for in the PPP contracts in the event of proven default, either through direct payment of the debt to the concessionaire or recompositing of the minimum balance of the guarantor accounts, under the terms defined in the PPP contract, pursuant to State Law No. 25,235/2025;

gg) VALE S.A. RESOURCES: Resources arising from the obligations to pay arising from the VALE S.A. AGREEMENT, totaling BRL 267,689,167.00 (two hundred and sixty-seven million, six hundred and eighty-nine thousand, one hundred and sixty-seven reais, to be deposited in the CAPEX BUYDOWN PAYMENT ACCOUNTS, under the terms indicated in recital 7 above;

hh) TREASURY RESOURCES: Resources from the state budget to guarantee the payment of the amount of BRL 82,310,833.00 (eighty-two million, three hundred and ten thousand, eight hundred and

thirty-three reais), for the CAPEX BUYDOWN PAYMENT, which are not to be confused with the VALE S.A. RESOURCES or the FPE RESOURCES.

ii) INFRASTRUCTURE DEPLOYMENT INSPECTION REPORT: Report to be prepared by the INDEPENDENT VERIFIER to record the information and conclusions of the INFRASTRUCTURE DEPLOYMENT, under the terms of ANNEX 3 – CONCESSION PHASES;

jj) MINIMUM ESCROW ACCOUNT BALANCE: It is the minimum amount that must be maintained by the GRANTING AUTHORITY in the ESCROW ACCOUNT, equivalent to 2 (two) installments of the MAXIMUM MONTHLY AVAILABILITY PAYMENT and 2 (two) reference installments of the AVAILABILITY PAYMENT FOR IMAGING, ANATOMOPATHOLOGICAL AND LABORATORY EXAMINATION SERVICES SERVICES in the amount of BRL [•]([•]) adjusted under the terms of ANNEX 10 – PAYMENT MECHANISM;

kk) SERVICES: Non-finalistic support activities for the operation of the HOPE HEALTH COMPLEX, which are part of the object of the CONCESSION, which do not include, under any circumstances, healthcare and/or laboratory surveillance services;

ll) SPECIAL PURPOSE COMPANY or SPE: Legal entity governed by private law constituted by the winner of the TENDER in the form of a Corporation, under the terms of Federal Law No. 6,404/1975, for the exclusive provision of the scope of the CONCESSION;

mm) TERM OF ACCEPTANCE OF THE CAPEX BUYDOWN PAYMENT: Term issued by the GRANTING AUTHORITY to attest to the fulfillment of each of the events that give rise to the payment of the CAPEX BUYDOWN PAYMENT, under the terms of ANNEX 3 – PHASES OF THE CONCESSION and ANNEX 10 – PAYMENT MECHANISM;

nn) INDEPENDENT VERIFIER: Legal entity or consortium appointed by the GRANTING AUTHORITY, to be hired by the CONCESSIONAIRE to verify the provision of SERVICES, under the terms of ANNEX 9 – INSPECTION AGENTS.

1.2. The VALE S.A. AGREEMENT is available for public consultation in the CONCESSION data room, which can be accessed, subject to the provisions of the PUBLIC NOTICE.

CLAUSE 2. APPOINTMENT OF THE ACCOUNT ADMINISTRATOR

2.1. The GRANTING AUTHORITY and SPE, hereby appoint and constitute [•] as ACCOUNT ADMINISTRATOR, granting it sufficient powers to, under the terms of articles 627, 653 et seq. of the Brazilian Civil Code, as an agent and under the strict terms of the provisions of this CAD:

2.1.1. act as a trustee of the VALE S.A. RESOURCES, FPE RESOURCES, TREASURY RESOURCES and GUARANTEE RESOURCES, and the gains arising from their financial investments;

2.1.2. make the financial investments pertinent to this CAD, subject to the provisions of item 4 of this instrument;

2.1.3. manage the CAPEX BUYDOWN PAYMENT ACCOUNTS, the ESCROW ACCOUNT and the gains arising from the application of the resources exclusively in favor of the purposes set forth in this CAD; and

2.1.4. release the resources, in the cases expressly provided for, to the SPE or to the GRANTING AUTHORITY.

2.2. The ACCOUNT ADMINISTRATOR, hereby, accepts his appointment as an agent of the CONCESSIONAIRE and the GRANTING AUTHORITY, with the powers defined in this CAD, being able to perform all the material acts necessary for the discharge of the PECUNIARY OBLIGATIONS.

2.2.1. In complying with the powers granted to him, the ACCOUNT ADMINISTRATOR undertakes to respect the applicable legislation, employing the same diligence that he would employ in the management of his own business.

2.3. The mandate given to the ACCOUNT ADMINISTRATOR is an essential condition of the business and will remain in force until the full fulfillment and settlement of all PECUNIARY OBLIGATIONS.

2.3.1. The powers granted in this CAD will be exercised without the need for any other authorizations or approvals, other than those expressly provided for herein.

2.3.2. Neither PARTY may revoke the power of attorney granted by means of this CAD, or change its scope and terms, without the prior and express consent of the other PARTY.

2.4. The GRANTING AUTHORITY and the CONCESSIONAIRE agree that no other purpose may be given by the ACCOUNT ADMINISTRATOR to the CAPEX BUYDOWN PAYMENT ACCOUNTS and the ESCROW ACCOUNT, other than those provided for in this CAD, regardless of any notification to the contrary received by the ACCOUNT ADMINISTRATOR of the GRANTING AUTHORITY or the CONCESSIONAIRE.

2.5. The ACCOUNT ADMINISTRATOR must follow the instructions that are in accordance with the express provisions of this CAD and may not be required to perform any act that implies the advance of own resources.

2.6. The duties and responsibilities of the ACCOUNT ADMINISTRATOR will be limited to the terms of the CAD, and the payment mechanism contemplated in this CAD can only be changed by means of an addendum signed by the PARTIES.

2.7. The PARTIES acknowledge that the VALE S.A. RESOURCES, GUARANTEE RESOURCES and the FPE RESOURCES are owned by the State of Minas Gerais.

CLAUSE 3. LINKING THE ACCOUNTS TO THE CONCESSION CONTRACT

3.1. Except for the release of funds expressly authorized in this CAD, the ACCOUNT ADMINISTRATOR must keep the funds deposited in the CAPEX BUYDOWN PAYMENT ACCOUNTS and in the ESCROW ACCOUNT, as the case may be, under his custody, until the final settlement of the respective PECUNIARY OBLIGATIONS assumed by the GRANTING AUTHORITY in the CONCESSION CONTRACT.

3.2. The GRANTING AUTHORITY and the SPE, hereby, determine the ACCOUNT ADMINISTRATOR to, in accordance with the provisions of this CAD, use the VALE S.A. RESOURCES, deposited in the CAPEX BUYDOWN PAYMENT ACCOUNTS, and the GUARANTEE RESOURCES, deposited in the ESCROW ACCOUNT, and the FPE RESOURCES, solely and exclusively, for the payment of the PECUNIARY OBLIGATIONS owed to the SPE, along with any applicable legal taxes related to them, in strict accordance with the payment mechanism provided in this CAD and in the CONCESSION CONTRACT.

3.2.1. The SPE must notify the ACCOUNT ADMINISTRATOR of the cases in which the settlement of the PECUNIARY OBLIGATIONS will occur directly to the FINANCER, and in such cases, it is the SPE's responsibility to also provide the respective destination accounts for the funds.

CLAUSE 4. FINANCIAL INVESTMENTS

4.1. The PARTIES agree that the amounts deposited in the CAPEX BUYDOWN PAYMENT ACCOUNTS and in the ESCROW ACCOUNT may be invested in the following alternatives:

4.1.1. Post-fixed Public Securities issued by the National Treasury, with liquidity compatible with the obligations provided in the CONCESSION CONTRACT and in this CAD.

4.1.2. Shares of investment funds from top-tier financial institutions, backed by fixed-income securities issued by the National Treasury or the Central Bank of Brazil, whose management fee does not exceed 1% per annum.

4.2. All investments must be made with resources from the CAPEX BUYDOWN PAYMENT ACCOUNTS and the ESCROW ACCOUNT, and any redemptions or earnings must be credited to the respective account.

CAPEX BUYDOWN PAYMENT ACCOUNTS

CLAUSE 5. OPENING OF THE CAPEX BUYDOWN PAYMENT ACCOUNTS

5.1. The ACCOUNT ADMINISTRATOR hereby opens the CAPEX BUYDOWN PAYMENT ACCOUNTS, on behalf of the GRANTING AUTHORITY, with the exclusive purpose of receiving the VALE S.A. RESOURCES in the proportion indicated in recital 7 of this CAD and, in case of insufficiency of TREASURY RESOURCES deposited in the CAPEX BUYDOWN PAYMENT ACCOUNT 3, the FPE RESOURCES.

5.1.1. The CAPEX BUYDOWN PAYMENT ACCOUNT 3 may have its operation suspended until the advent of the event described in item 6.4.

5.2. The FPE RESOURCES may only be used for the recompositing of the CAPEX BUYDOWN PAYMENT ACCOUNT 3, and after the default of the GRANTING AUTHORITY to deposit the TREASURY RESOURCES in said account, observing the period referred to in item 6.4.1.

5.3. It is the responsibility of the ACCOUNT ADMINISTRATOR to execute the payment of the portion of the CAPEX BUYDOWN PAYMENT linked to the VALE S.A. RESOURCES assumed by the GRANTING AUTHORITY under the CONCESSION CONTRACT, using the VALE S.A. RESOURCES deposited in the CAPEX BUYDOWN PAYMENT ACCOUNTS.

CLAUSE 6. INFLOW OF VALE S.A. RESOURCES AND PAYMENT OF THE CAPEX BUYDOWN

6.1. The VALE S.A. RESOURCES will be transferred by the GRANTING AUTHORITY to CAPEX BUYDOWN PAYMENT ACCOUNT 1 and CAPEX BUYDOWN PAYMENT ACCOUNT 2 as a condition for the effectiveness of the CONCESSION CONTRACT, in the proportion indicated in recital 7 of this CAD.

6.2. The payment of the portion of the CAPEX BUYDOWN PAYMENT linked to VALE S.A. RESOURCES shall be made by the ACCOUNT ADMINISTRATOR to the CONCESSIONAIRE, by bank transfer from the CAPEX BUYDOWN PAYMENT ACCOUNTS to the CONCESSIONAIRE's account, within 2 (two) business days after receiving the notification by the CONCESSIONAIRE, with a copy to the GRANTING AUTHORITY.

6.3. The notification referred in the item above will be instructed with the TERM OF ACCEPTANCE OF THE CAPEX BUYDOWN PAYMENT or with the INFRASTRUCTURE DEPLOYMENT INSPECTION REPORT, if the GRANTING AUTHORITY does not issue the TERM OF ACCEPTANCE OF THE CAPEX BUYDOWN PAYMENT within the deadline, considering the provisions of ANNEX 3 – CONCESSION PHASES, indicating: (i) the amount to be transferred as payment for a given CAPEX BUYDOWN PAYMENT EVENT; (ii) which of the

CAPEX BUYDOWN PAYMENT ACCOUNTS should be operated, i.e., CAPEX BUYDOWN PAYMENT ACCOUNT 1 or CAPEX BUYDOWN PAYMENT ACCOUNT 2.

6.3.1. If the notification indicated in the item above does not indicate which of the CAPEX BUYDOWN PAYMENT ACCOUNTS should be operated, the choice will be made by the ACCOUNT ADMINISTRATOR.

6.4. Once the balances in CAPEX BUYDOWN PAYMENT ACCOUNT 1 and CAPEX BUYDOWN PAYMENT ACCOUNT 2 have been fully used, the ACCOUNT ADMINISTRATOR shall notify the GRANTING AUTHORITY to, within 30 (thirty) days, deposit the amount equivalent to the 10th (tenth) installment of the contribution provided for in Annex 10 – Payment Mechanism in the CAPEX BUYDOWN PAYMENT ACCOUNT 3, using the TREASURY RESOURCES.

6.4.1. The notification referred to in item 6.4 above shall occur within 3 (three) business days after the settlement of the payment of the 9th (ninth) installment of the contribution provided for in Exhibit 10 – Payment Mechanism, and provided that there is a forecast of physical and financial execution in the fiscal year.

6.4.2. After the effective payment of the 10th (tenth) installment of the contribution provided for in Annex 10 – Payment Mechanism, the ACCOUNT ADMINISTRATOR shall notify the GRANTING AUTHORITY to, within 30 (thirty) days, deposit the amount equivalent to the 11th (eleventh) installment of the contribution provided for in Annex 10 – Payment Mechanism in the CAPEX BUYDOWN PAYMENT ACCOUNT 3.

6.4.3. In case of non-compliance with the contribution milestones provided for in Annex 10 – Payment Mechanism due to fault of the CONCESSIONAIRE, the provisions of item 6.5 shall apply.

6.4.4. In any case of default of the PECUNIARY OBLIGATIONS related to the contribution, the effective payment to the CONCESSIONAIRE will be made through the FPE RESOURCES, which will be transferred to the CAPEX BUYDOWN PAYMENT ACCOUNT 3 as provided for by State Law No. 25,235/2025.

6.5. In accordance with the provisions of ANNEX 10 – PAYMENT MECHANISM, after the payment of the penultimate CAPEX BUYDOWN PAYMENT EVENT, if there is a balance in CAPEX BUYDOWN PAYMENT ACCOUNT 3 that exceeds the amount of the last CAPEX BUYDOWN PAYMENT EVENT, the remaining funds in the CAPEX BUYDOWN PAYMENT ACCOUNTS may, at the discretion of the GRANTING AUTHORITY, be used to cover the payment of the MONTHLY AVAILABILITY PAYMENT or be transferred to the ESCROW ACCOUNT.

6.6. If the GRANTING AUTHORITY chooses to pay the MONTHLY AVAILABILITY PAYMENT, it must send a monthly notification to the ACCOUNT ADMINISTRATOR requesting the transfer of the amount due to the CONCESSIONAIRE's account, which must be done by the ACCOUNT ADMINISTRATOR within 2 (two) business days.

6.6.1. If the GRANTING AUTHORITY chooses to transfer the amount to the ESCROW ACCOUNT, it must send a notification to the ACCOUNT ADMINISTRATOR, with a copy to the CONCESSIONAIRE, requesting the transfer, which must be carried out by the ACCOUNT ADMINISTRATOR within 2 (two) business days.

6.6.2. The amount transferred to the ESCROW ACCOUNT will be considered for the purposes of verifying the MINIMUM ESCROW ACCOUNT BALANCE.

6.7. If there is no more balance in the CAPEX BUYDOWN PAYMENT ACCOUNTS after the payment of the CAPEX BUYDOWN PAYMENT EVENTS, or, once the transfer(s) indicated above in item 6.5 above has been made, the CAPEX BUYDOWN PAYMENT ACCOUNTS will be closed.

ESCROW ACCOUNT

CLAUSE 7. OPENING OF THE ESCROW ACCOUNT

7.1. The ACCOUNT ADMINISTRATOR, in this act, creates the ESCROW ACCOUNT, in the name of the GRANTING AUTHORITY, for the exclusive purpose of receiving the GUARANTEE RESOURCES.

CLAUSE 8. MINIMUM ESCROW ACCOUNT BALANCE

8.1. Under the terms of the CONCESSION CONTRACT, the GRANTING AUTHORITY will transfer the amount corresponding to 01 (one) MAXIMUM MONTHLY AVAILABILITY PAYMENT and 1 (one) reference portion of the AVAILABILITY PAYMENT FOR IMAGING, ANATOMOPATHOLOGICAL AND LABORATORY EXAMINATION SERVICES SERVICES in the amount of BRL [•] ([•]) to the ESCROW ACCOUNT, as a condition for the effectiveness of the CONCESSION CONTRACT.

8.2. The GRANTING AUTHORITY will transfer 01 (one) MAXIMUM MONTHLY AVAILABILITY PAYMENT and 1 (one) reference portion of the AVAILABILITY PAYMENT FOR IMAGING, ANATOMOPATHOLOGICAL AND LABORATORY EXAMINATION SERVICES SERVICES in the amount of an additional BRL [•] ([•]) to the ESCROW ACCOUNT within 12 months after the EFFECTIVENESS DATE, totaling the MINIMUM ESCROW ACCOUNT BALANCE.

8.3. As of 12 (twelve) months after the EFFECTIVENESS DATE and throughout the term of the CONCESSION CONTRACT, the MINIMUM ESCROW ACCOUNT BALANCE shall be maintained, corresponding to 2 (two) MAXIMUM MONTHLY AVAILABILITY PAYMENT and 2 (two) reference installments of the AVAILABILITY PAYMENT FOR IMAGING, ANATOMOPATHOLOGICAL AND LABORATORY EXAMINATION SERVICES SERVICES in the amount of BRL [•] ([•]) in force,

intended to guarantee the payment of the MONTHLY AVAILABILITY PAYMENT and indemnities due by the GRANTING AUTHORITY.

8.3.1. The amount of each MAXIMUM MONTHLY AVAILABILITY PAYMENT and each AVAILABILITY PAYMENT FOR IMAGING, ANATOMOPATHOLOGICAL AND LABORATORY EXAMINATION SERVICES SERVICES referred to in the item above shall be kept updated, considering the annual adjustments, pursuant to ANNEX 10 – PAYMENT MECHANISM of the CONCESSION CONTRACT, and any variations resulting from the recompositing of the economic and financial rebalancing of the CONCESSION CONTRACT.

8.3.2. In case of updating the amount of the MAXIMUM MONTHLY AVAILABILITY PAYMENT and/or the AVAILABILITY PAYMENT FOR IMAGING, ANATOMOPATHOLOGICAL AND LABORATORY EXAMINATION SERVICES SERVICES, the CONCESSIONAIRE shall send to the ACCOUNT ADMINISTRATOR, with a copy to the GRANTING AUTHORITY, a notification informing the new value of the MAXIMUM MONTHLY AVAILABILITY PAYMENT and/or the AVAILABILITY PAYMENT FOR IMAGING, ANATOMOPATHOLOGICAL AND LABORATORY EXAMINATION SERVICES SERVICES, whereby the ACCOUNT ADMINISTRATOR shall, continuously, within 2 (two) business days, inform the GRANTING AUTHORITY of the possible need to supplement the MINIMUM ESCROW ACCOUNT BALANCE.

8.4. If the balance of the ESCROW ACCOUNT is higher than the updated MINIMUM ESCROW ACCOUNT BALANCE, THE ACCOUNT ADMINISTRATOR must notify the GRANTING AUTHORITY.

8.4.1. If there are no PECUNIARY OBLIGATIONS pending by the GRANTING AUTHORITY, including in relation to the payment of the CAPEX BUYDOWN PAYMENT, the GRANTING AUTHORITY may choose whether or not to withdraw the exceeding amount of the MINIMUM ESCROW ACCOUNT BALANCE, notifying, concomitantly, the INDEPENDENT VERIFIER and the CONCESSIONAIRE.

8.4.2. If there are PECUNIARY OBLIGATIONS due, still pending, the GRANTING AUTHORITY may not withdraw the excess and the amount must be used to meet the payments due, by notification to the ACCOUNT ADMINISTRATOR, with the respective order of movement of the ESCROW ACCOUNT, to the CONCESSIONAIRE and to the INDEPENDENT VERIFIER.

8.4.3. The withdrawal of the exceeding amount may be made within 30 (thirty) days of the notification sent by the ACCOUNT ADMINISTRATOR and may not be requested extemporaneously.

8.4.4. If the GRANTING AUTHORITY chooses to withdraw the exceeding amount, it must be transferred by the ACCOUNT ADMINISTRATOR to a free movement account of the CONCESSIONAIRE within 2 (two) business days.

8.4.5. The first withdrawal can only be made after the second update of the MINIMUM ESCROW ACCOUNT BALANCE, and the other withdrawals only at the frequency of one withdrawal per year.

8.4.6. Under no circumstances may the MINIMUM ESCROW ACCOUNT BALANCE be withdrawn by the GRANTING AUTHORITY.

CLAUSE 9. USE OF THE ESCROW ACCOUNT

9.1. The CONCESSIONAIRE shall notify the ACCOUNT ADMINISTRATOR, with a copy to the GRANTING AUTHORITY, of any proven default of the GRANTING AUTHORITY regarding the obligation to pay the MONTHLY AVAILABILITY PAYMENT, presenting the following documents:

9.1.1. In the event of default of the EFFECTIVE MONTHLY AVAILABILITY PAYMENT and/or the AVAILABILITY PAYMENT FOR IMAGING, ANATOMOPATHOLOGICAL AND LABORATORY EXAMINATION SERVICES SERVICES, the invoice issued and not paid by the GRANTING AUTHORITY as of 5 (five) business days from the due date, indicating the interest, monetary correction and late fee;

9.2. Within 5 (five) business days of receiving the notification, the ACCOUNT ADMINISTRATOR must review the documentation provided by the CONCESSIONAIRE and, if it complies with the provisions of this CAD and the CONCESSION CONTRACT, release to the CONCESSIONAIRE the amount owed by the GRANTING AUTHORITY for the relevant period, aiming to enable the settlement of any outstanding payments.

9.3. In the event of release of funds in favor of the CONCESSIONAIRE, the ACCOUNT ADMINISTRATOR shall, within 2 (two) business days from the release, notify the GRANTING AUTHORITY for knowledge.

9.4. If the GUARANTEE RESOURCES are used in a way that results in a decrease of the MINIMUM ESCROW ACCOUNT BALANCE, the FPE RESOURCES will be used, in accordance with State Law No. 25,235/2025.

9.5. The transaction provided for in item 9.4 above shall occur if the MINIMUM ESCROW ACCOUNT BALANCE is used to any extent, and it is not necessary to wait for the full use of

the MINIMUM ESCROW ACCOUNT BALANCE, so that the ESCROW ACCOUNT shall maintain the MINIMUM ESCROW ACCOUNT BALANCE.

9.6. The ESCROW ACCOUNT may be closed after the discharge of the PECUNIARY OBLIGATIONS of the GRANTING AUTHORITY in relation to the CONCESSIONAIRE, within the scope of the CONCESSION CONTRACT.

CLAUSE 10. RESIGNATION AND REMOVAL OF THE ACCOUNT ADMINISTRATOR

10.1. The ACCOUNT ADMINISTRATOR may waive the powers conferred on him by means of this CAD.

10.1.1. In the event of resignation, the ACCOUNT ADMINISTRATOR shall guarantee to the other PARTIES a minimum period of 120 (one hundred and twenty) days, counted from the receipt of the notification of resignation to the last interested PARTY, for its replacement to be promoted, during which period the ACCOUNT ADMINISTRATOR shall comply with its obligations set forth in this CAD.

10.1.2. In the event of resignation due to the occurrence of conflicts of interest or any other circumstance that prevents the exercise of its duties, the notification referred to in the previous item shall:

a) inform the nature of the conflict of interest or impediment found;

b) describe the procedures that will be adopted by the ACCOUNT ADMINISTRATOR during the period of 120 (one hundred and twenty) days referred to in item 10.3, to avoid that, during the performance of its obligations, the conflict of interest or impediment found may cause losses to the PARTIES.

10.2. The GRANTING AUTHORITY and SPE may, by mutual agreement, choose to remove the ACCOUNT ADMINISTRATOR from his duties, at any time, without just cause and without any burden to all involved, upon notification.

10.3. In the event of the previous item, the ACCOUNT ADMINISTRATOR shall guarantee to the other PARTIES a minimum period of 120 (one hundred and twenty) days, counted from the receipt of the notice of dismissal, for their replacement to be promoted, during which period the ACCOUNT ADMINISTRATOR shall comply with its obligations set forth in this CAD.

10.3.1. In the event of impediment, resignation, dismissal, intervention, judicial or extrajudicial liquidation, bankruptcy, or any other case that makes the activities of the ACCOUNT ADMINISTRATOR impossible, a new ACCOUNT ADMINISTRATOR will be hired, within a maximum period of 120 (one hundred and twenty) days from the event, to whom all amounts held in custody will be transferred.

10.4. The contract with the new ACCOUNT ADMINISTRATOR must comply with the minimum parameters established in this CAD.

CLAUSE 11. OBLIGATIONS OF THE GRANTING AUTHORITY

11.1. Without prejudice to the other obligations assumed in this CAD and in the CONCESSION CONTRACT, during the term of this CAD, the GRANTING AUTHORITY undertakes to:

a) Until full compliance with the PECUNIARY OBLIGATIONS, maintain the CAPEX BUYDOWN PAYMENT ACCOUNTS and the ESCROW ACCOUNT, under the terms of the CAD, without any restriction or change in conditions;

b) Not to practice or attempt to practice any act that implies violation, repudiation, annulment, revocation of the binding of revenues;

c) Not to constitute, without the prior and express written consent of SPE, any encumbrance, encumbrance or right in rem or guarantee over the balances of the CAPEX BUYDOWN PAYMENT ACCOUNTS and the ESCROW ACCOUNT, nor to promote their assignment, binding, transfer, or loan, in whole or in part, directly or indirectly, free of charge or for consideration;

d) Not enter into any contract or perform any act that may restrict the rights or ability of the ACCOUNT ADMINISTRATOR to make transfers or otherwise dispose of the balance of the CAPEX BUYDOWN PAYMENT ACCOUNTS and the balance of the ESCROW ACCOUNT;

e) Communicate to the ACCOUNT ADMINISTRATOR and the SPE, within a maximum period of 48 hours (forty-eight hours) from the moment it becomes aware about any act or fact that may depreciate or threaten the security, liquidity and certainty of the obligations contracted in this CAD;

f) To defend, in a timely and effective manner, any act, action, procedure or process that may, in any way, have an adverse effect on the balance of the CAPEX BUYDOWN PAYMENT ACCOUNTS or on the GUARANTEE RESOURCES, in order to threaten the full and punctual fulfillment of the PECUNIARY OBLIGATIONS;

g) Not to perform any act that may, in any way, affect the effectiveness of the constitution and maintenance of the CAPEX BUYDOWN PAYMENT ACCOUNTS and the ESCROW ACCOUNT object of this CAD;

h) Not to alter, close or encumber, without the prior and express consent of SPE, the CAPEX BUYDOWN PAYMENT ACCOUNTS and the ESCROW ACCOUNT, or allow any clause or condition of the respective bank account opening agreement to be changed, nor to perform any act that may, in any way, result in the alteration, closure or encumbrance of such accounts or the funds deposited therein;

i) Not to withdraw or transfer any amount deposited in the CAPEX BUYDOWN PAYMENT ACCOUNTS and in the ESCROW ACCOUNT in non-compliance with the provisions of this CAD;

j) To carry out all registrations, authorizations and annotations that may be required by the applicable law, in order to operationalize the CAPEX BUYDOWN PAYMENT ACCOUNTS and the ESCROW ACCOUNT, under the terms of the CAD, or to allow SPE to fully exercise all the rights that are guaranteed herein; and

k) Not to perform any act that may, in any way, affect the effectiveness of the use of FPE RESOURCES, including the needs for balance recompositing alluded to in this CAD, as provided for by State Law No. 25,235/2025 and in this CAD.

CLAUSE 12. OBLIGATIONS OF THE ACCOUNT ADMINISTRATOR

12.1. Without prejudice to the other obligations assumed in this CAD, the ACCOUNT ADMINISTRATOR undertakes to:

a) Inform SPE, the GRANTING AUTHORITY and the INDEPENDENT VERIFIER, in writing, within a maximum period of 02 (two) business days after becoming aware of any non-compliance by the other PARTIES with their respective obligations established in this CAD that may imply any form of damage to the payments and guarantees provided for herein;

b) To send monthly to the other PARTIES, via email with acknowledgment of receipt, the monthly statements related to the CAPEX BUYDOWN PAYMENT ACCOUNTS and the ESCROW ACCOUNT, for verification, until the 5th (fifth) business day of the month following the closing of the month;

c) Provide or send to any of the PARTIES, all the information and documents associated with the accounts provided for in this CAD, the volume of funds contained therein and their movement, within 5 (five) business days from the date of receipt of the respective request, or such longer

period as may be necessary, depending on the nature and complexity of the information to be provided, which, however, may not exceed 15 (fifteen) business days;

d) To render accounts of their performance, after their replacement, whether by virtue of resignation or dismissal, within 60 (sixty) days from the end of their activities;

e) Fulfill its obligations in accordance with the information sent by the other PARTIES;

f) If replaced, remain in the exercise of his/her duties under the terms of item 10.3 of this CAD;

g) Not to perform any act that may, in any way, affect the CAPEX BUYDOWN PAYMENT ACCOUNTS and the ESCROW ACCOUNT, the transfers of funds or the ability to fulfill the obligations set forth in this CAD; and

h) To ensure the faithful performance of the obligations set forth in this CAD.

CLAUSE 13. REPRESENTATIONS AND WARRANTIES

13.1. The GRANTING AUTHORITY declares and warrants that:

a) This CAD constitutes a legal, valid and effective obligation, enforceable in accordance with its respective terms;

b) The execution of this CAD does not violate any agreement to which they are bound, or laws and regulations to which they are subject;

c) The signatories of this CAD have the authority to execute it; and

d) The balance of the CAPEX BUYDOWN PAYMENT ACCOUNTS and the ESCROW ACCOUNT are, as of the signature of this CAD, exempt from any encumbrances, except for the obligations and conditions set forth in this CAD.

13.2. SPE and the ACCOUNT ADMINISTRATOR represent and warrant that:

a) They are authorized, under the terms of their constitutive documents, the law and by the competent governmental authorities, to comply with and execute all provisions contained in this CAD and no other authorization, consent, approval, notification or registration is required, shall be obtained or provided for due execution, delivery, filing, registration or fulfillment of this CAD or any operation contemplated herein; and

b) The execution and compliance with this CAD does not violate any provision of its constitutive documents, any obligation previously assumed by them or any laws and regulations to which they are subject.

13.3. In the event that the PARTIES sign an amendment to this CAD, the representations and warranties provided herein shall also be provided with respect to the amendment, and shall be correct, valid and in force on the date of signature of the respective amendment.

CLAUSE 14. CLAIMS BY THIRD PARTIES AND POSSIBLE JUDICIAL BLOCKAGES

14.1. The ACCOUNT ADMINISTRATOR shall notify the other PARTIES and the INDEPENDENT VERIFIER, within a maximum period of 2 (two) business days, of the receipt of any order of judicial blockage, any seizure of the amounts deposited in the CAPEX BUYDOWN PAYMENT ACCOUNTS and in the ESCROW ACCOUNT.

14.2. The GRANTING AUTHORITY shall defend, at its own expense, all the rights and interests of SPE with respect to the accounts provided for in this CAD against any claims and demands of any third parties.

14.2.1. It is incumbent upon the State of Minas Gerais to adopt all administrative or judicial measures necessary for the lifting of any blockage or seizure incident on the accounts provided for in this CAD.

14.3. The GRANTING AUTHORITY declares, from now on, that it consents to the intervention of SPE, as a joint plaintiff or assistant, whenever it deems necessary, in the lawsuits or extrajudicial proceedings that may be triggered involving any discussion on the payment and guarantee rules provided for in the CONCESSION CONTRACT and in this CAD.

CLAUSE 15. TERM

15.1. This CAD shall be in force on the date of its signature and for an indefinite period.

15.1.1. Upon full discharge of all PECUNIARY OBLIGATIONS provided for in the CONCESSION CONTRACT, informed by the GRANTING AUTHORITY to the ACCOUNT ADMINISTRATOR within 5 (five) business days of the discharge, this CAD will be automatically extinguished.

15.1.2. As long as there is any dispute that may give rise to a PECUNIARY OBLIGATION, this CAD shall remain in effect.

CLAUSE 16. ACCOUNT ADMINISTRATOR REMUNERATION

16.1. For the fulfillment of its obligations under this CAD, the ACCOUNT ADMINISTRATOR will be entitled to a monthly remuneration in the amount of [●], to be paid by SPE within [●] days from the signature of this CAD, and, monthly, on the [●]º ([●]) day of the month following the beginning of the provision of services.

16.1.1. The remuneration must be readjusted annually according to the variation of the IPCA, or another index that may replace it.

16.2. No fees will be debited from the CAPEX BUYDOWN PAYMENT ACCOUNTS or the ESCROW ACCOUNT by the ACCOUNT ADMINISTRATOR.

16.3. The CAPEX BUYDOWN PAYMENT ACCOUNTS and the ESCROW ACCOUNT shall be used solely and exclusively to implement the purposes set forth in the CONCESSION CONTRACT, so that the ACCOUNT ADMINISTRATOR hereby waives any right to withhold or offset amounts that may be due to him/her, with the funds deposited in such accounts.

CLAUSE 17. COMMUNICATIONS AND NOTIFICATIONS

17.1. All notifications, consents, requests and other communications from one PARTY to the other shall always be in writing, in Brazilian Portuguese, observing any of the following forms:

a) in person, considering it received on the date of its delivery and receipt;

b) via notary's office, considering it received on the date certified by the notary's office;

c) electronic message with proof of receipt, being considered received on the day of its sending if sent until 6 p.m. (six post meridiem), or, if after this time, on the following business day; or

d) Letter with acknowledgment of receipt, deemed to have been received on the date indicated in the acknowledgment of receipt.

17.2. For the purposes of complying with the provisions of this item, the PARTIES present their contact details below:

For SPE:	[**]
For the GRANTING AUTHORITY	[**]
For the ACCOUNT ADMINISTRATOR	[**]

17.3. Any PARTY may change the data mentioned in this item by prior written notice to the other PARTIES, in the manner established herein and without the need to add to this CAD, and at least 5 (five) business days in advance, under penalty of being considered valid the notifications made in accordance with the outdated data.

CLAUSE 18. GENERAL PROVISIONS

18.1. This CAD binds the PARTIES upon themselves and their successors and assigns of any kind.

18.2. This instrument constitutes an extrajudicial enforceable title, giving rise to its specific execution, in accordance with the Law.

18.3. After signing this CAD, the GRANTING AUTHORITY will provide, within 20 (twenty) business days, its publication of an extract in the Official Gazette of the State of Minas Gerais, as well as its availability on the National Public Procurement Portal – PNCP.

18.4. If any provision of this CAD is held to be invalid, illegal or unenforceable under applicable law, the provision shall be deemed ineffective only to the extent of such invalidity, illegality or unenforceability and shall not affect any other provisions of this CAD or the validity, legality or enforceability of such provision in any other jurisdiction.

18.5. Any and all modifications, alterations or additions to this CAD will only be valid if made by an additive instrument, signed by all PARTIES.

18.6. No waiver of any of the rights arising from this CAD is presumed.

18.7. No delay, omission, or leniency in exercising any right, privilege, or measure that may be applicable to any PARTY due to any default of the PECUNIARY OBLIGATIONS shall prejudice such rights, privileges, or measures, nor shall it be interpreted as a waiver of the same or agreement to such default, nor shall it constitute novation or modification of any other obligations assumed by any PARTY in this CAD or previously that may legitimize any other default of the PECUNIARY OBLIGATIONS.

18.8. This CAD shall be governed by and construed in accordance with Brazilian law.

18.9. Any disputes between the PARTIES regarding the interpretation and execution of this CAD that have not been amicably resolved through mediation shall be mandatorily settled by arbitration, in accordance with Federal Law No. 9.307/1996, waiving any other procedure, no matter how privileged it may be.

18.10. The same rules on the procedures and choice of Arbitration Chambers described in the CONCESSION CONTRACT apply to this CAD.

18.11. The Court of the District of Belo Horizonte - State of Minas Gerais is hereby elected to settle any disputes arising from this CAD that cannot be resolved by arbitration procedure.

And, because they are fair and contracted, this PAYMENT AGENT AND ACCOUNT ADMINISTRATOR APPOINTMENT CONTRACT is signed by each of the PARTIES in an equal number of copies, of the same content and form, together with two witnesses.