

ALUISIO CESAR DE MATOS
Tradutor Público e Intérprete Comercial do Idioma Inglês
Matrícula Nº 253 - JUCERJA
CPF/MF 186.041.296-34

Av. Almirante Barroso, 63/1117 – Centro – RJ – CEP: 20031-913



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I, the undersigned, Sworn Public Translator and Commercial Interpreter, with full faith and credit throughout the Federative Republic of Brazil, duly appointed and commissioned by the Board of Trade of the State of Rio de Janeiro (JUCERJA) and registered therewith under no. 253, DO HEREBY CERTIFY AND ATTEST that a document set forth in the Portuguese language was presented to me for translation into English, which I have lawfully performed, by virtue of my Official Capacity, as follows: -----

Instrument of assignment with consideration with charges for the rights and obligations held by Estrada de Ferro Paraná-Oeste SA under the Concession Agreement of Construction, Operation and Exploration of Railroad, and Adhesion Contracts n. 3, 4, 5 and 19/SNTT/MINFRA/2021, all signed with the Federal Government, as well as assets that make up the provision of the public service granted.-----

Draft ASSIGNMENT AGREEMENT-----

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On [•] of the month of [•] of [•], Estrada de Ferro Paraná Oeste SA - FERROESTE, government-controlled company, registered with CNPJ under no. 80.544.042/0001-22, headquartered at Avenida Iguaçu, 420, 7th floor, Rebouças neighborhood, Municipality of Curitiba, State of Paraná, CEP 80.230-902, herein represented by [•], hereinafter referred to as "ASSIGNOR";-----

[SPE], herein represented by [•], hereinafter referred to as "ASSIGNEE", jointly referred to as "PARTIES", and,-----

as intervening guarantor, [•] a legal entity governed by private law, registered with CNPJ [•], with address at [•], herein represented by [•], hereinafter referred to as "CONTROLLING SHAREHOLDER".

WHEREAS-----

(i) in October 1988, it was granted to ASSIGNOR, through Federal Decree n. 96,913/1988, the concession

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for the construction, use and enjoyment of a railroad, from Guarapuava/PR to Cascavel/PR, of a railroad branch from the region of Cascavel/PR to Dourados/MS, as well as the other branches necessary for the viability of the rail network;-----

(ii) the respective CONCESSION CONTRACT was signed with the Federal Government, on May 23, 1989, for a period of 90 (ninety) years, as of December 12, 1996, the date of full effectiveness of the aforementioned contract, in which the definitive opening was authorized from rail to traffic by the Ministry of Transport;-----

(iii) focusing on state logistics transformation, the Government of the State of Paraná, through the Working Group of the State Railway Plan - GT Ferrovias, instituted by State Decree n. 5,076/2020, formulated the Nova Ferroeste Project, with a view to developing the railway modal in the State;-----

(iv) the aforementioned Project presupposes the expansion of the current railway network operated by ASSIGNOR, which is why, in December 2021, ASSIGNOR obtained, from the MINISTRY OF INFRASTRUCTURE, the grant for the operation of four railway stretches under the authorization regime, which are :

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Guarapuava-Paranaguá (Adhesion Contract No. 19/SNTT/MINFRA/2021); Cascavel-Foz do Iguaçu (Adhesion Contract No. 4/SNTT/MINFRA/2021); Cascavel-Chapécó (Adhesion Contract n. 5/SNTT/MINFRA/2021); and Maracaju-Dourados (Adhesion Contract No. 3/SNTT/MINFRA/2021), all for a period of 99 years, jointly called ADHESION CONTRACTS;-----

(v) through Federal Decree no. 10,487/2020, ASSIGNOR was qualified under the Investment Partnerships Program of the Presidency of the Republic, for the purpose of supporting the privatization process (art. 1);-----

(vi) in [•] a bidding process was carried out, under the terms of BID NOTICE n. [•]/[•], in order to select the best proposal for the transfer of the FERROESTE CONTRACTS, with assignment with consideration and with charges of the contractual position occupied by ASSIGNOR in the CONCESSION CONTRACT and in the ADHESION CONTRACTS, in favor of the winner of the BIDDING PROCESS;-----

(vii) [•] consecrated-if the winner of the BIDDING PROCESS, having constituted ASSIGNEE, as a condition precedent to the signature of this instrument;-----

The PARTIES DECIDE, by mutual agreement, to enter

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into this ASSIGNMENT AGREEMENT, which will be governed by the following terms and conditions:----

1. Definitions and Interpretation-----

1.1 In this ASSIGNMENT AGREEMENT and in its ANNEXES, unless the context clearly results in a different meaning, the terms written in capital letters will have their meaning explained in Annex 1 - Definitions, without prejudice to others inserted in the legislation in force.-----

1.2 Acronyms, terms and expressions listed in the singular include the plural and vice versa.-----

1.3 Unless expressly provided otherwise, the interpretation of this ASSIGNMENT AGREEMENT shall comply with the following:-----

(i) References to this ASSIGNMENT AGREEMENT or to any documents or instruments must include any amendments and amendments that may be entered into;-----

(ii) Headings and titles will not limit or affect in any way the interpretation of the text, and are for convenience and reference only;-----

(iii) In the event of a discrepancy, the following shall prevail:-----

a. first, the provisions contained in the legal, regulatory and technical standards in force;-----

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b. second, the provisions contained in the ASSIGNMENT AGREEMENT and its ANNEXES that have greater relevance in the matter in question, with the provisions of the ASSIGNMENT AGREEMENT prevailing over those of its ANNEXES;-----

c. third, the provisions contained in the BID NOTICE and its ANNEXES, with the provisions of the BID NOTICE prevailing over those of its ANNEXES.-----

2 ANNEXES-----

2.1 The following ANNEXES form an integral part of this ASSIGNMENT AGREEMENT:-----

(i) Annex 1 - Definitions-----

(ii) Annex 2 - History of the execution of the Concession Contract and Adhesion Contracts Nos. 3, 4, 5 and 19/SNTT/MINFRA/2021;-----

(iii) Annex 3 - List of sanctions and legal proceedings related to the Concession Contract-----

(iv) Annex 4 - ASSIGNEE CHARGES-----

(v) Annex 5 - List of Existing Environmental Licenses

(vi) Annex 6 - List of Environmental Licensing Requirements-----

(vii) Annex 7 - Projects related to FERROESTE CONTRACTS-----

2.2 BID NOTICE and the respective ANNEXES are

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integral parts of this ASSIGNMENT AGREEMENT and its terms condition the PARTIES for the purposes of executing the rights and obligations arising from this agreement.-----

2.3 All obligations set forth in the BID NOTICE whose enforceability and/or effectiveness are later than the date of signature of this ASSIGNMENT AGREEMENT or which are ongoing obligations shall remain valid, enforceable and effective under the terms set forth in the BID NOTICE.-----

3 Effectiveness-----

3.1 Pursuant to item 6, the validity of this ASSIGNMENT AGREEMENT begins on the date of its signature and will last as long as the rights and obligations of any of the PARTIES subsist.-----

4 Purpose:-----

4.1 The purpose of this ASSIGNMENT AGREEMENT is the assignment with consideration, with charges, by ASSIGNOR to ASSIGNEE, irrevocably and irreversibly, of all rights and obligations held by ASSIGNOR under the CONCESSION CONTRACT and ADHESION CONTRACTS, subject to the provisions of item 6.-----

4.2 Through this ASSIGNMENT AGREEMENT, ownership and control of the assets indicated in Annex 17 - BID

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NOTICE Assets Inventory, intended to enable the provision of rail services under the FERROESTE AGREEMENTS, are also transferred, irrevocably and irreversibly, among which reversible assets, under the terms of the ANTT regulations, subject to the provisions of item 7.-----

5 Price and Payment Method-----

5.1 In consideration for the assignment of all rights and obligations arising from the FERROESTE CONTRACTS, as well as the assets whose domain and possession are jointly transferred, under the terms of this ASSIGNMENT AGREEMENT, ASSIGNEE will pay ASSIGNOR the amount of BRL [•] ([•]).-----

5.2 The value indicated in item 5.1 corresponds to the final value of the ECONOMIC PROPOSAL, and must be readjusted by the IPCA or index that may replace it, being calculated based on the positive variation calculated between the month of the PUBLIC SALE SESSION and the month immediately prior to the settlement.-----

5.3 The amount referred to in item 5.1 will be liable for the payment of fines imposed by the Federal Government to ASSIGNOR, under the terms of Annex 3 - List of sanctions and legal proceedings related to

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the Concession Contract, as well as for the payment to ASSIGNOR for the assignment of the rights and assets object of this ASSIGNMENT AGREEMENT-----

5.4 The amount referred to in item 5.1 will be deposited by ASSIGNEE in the linked account [•] with the financial institution [•] on the date of signature of this ASSIGNMENT AGREEMENT.-----

5.5 The operation of the linked account must observe the following conditions:-----

5.5.1-The linked account must be owned by ASSIGNEE.

5.5.2 The costs arising from the opening, maintenance, handling and administration of the linked account will be borne by ASSIGNEE.-----

5.5.3 The linked account will have its movement conditioned to the provisions of this ASSIGNMENT AGREEMENT and the linked account agreement, to be signed by the PARTIES with the financial institution.

5.5.4 The funds deposited in the linked account will have the exclusive purpose of guaranteeing the pecuniary obligations assumed by ASSIGNEE with a view to the operationalization of the assignment, under the terms of this item 5. The funds deposited therein will be bound to this ASSIGNMENT AGREEMENT, irrevocably and irreversibly, and their binding for

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any other purposes, as well as their use to guarantee other contracts, regardless of their nature.-----

5.5.5 The linked account agreement to be signed with the financial institution shall determine the biweekly issuance of a linked account statement to the PARTIES.-----

5.5.6 Transactions in the linked account will be carried out exclusively by the financial institution, upon notification to the PARTIES, subject to the terms of this ASSIGNMENT AGREEMENT.-----

5.5.7 The financial institution must always communicate to ASSIGNOR and ASSIGNEE the transfers and movements of values from the linked account.---

5.5.8 In the event of replacement of the financial institution, a new linked account agreement must be signed with the new financial institution, preserving the rules of the original linked account agreement.

5.5.9 Any changes to the rules of the original linked account agreement must be subject to prior and express consent by both PARTIES.-----

5.5.10 The linked account referred to in item 5.4 will be closed after the implementation of the payments due, which will occur under the terms and time defined in this ASSIGNMENT AGREEMENT.-----

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5.5.11 In the event of failure to implement the conditions precedent for the effectiveness of the transfer of the FERROESTE CONTRACTS, referred to in item 6.1, without any fault or fact or act attributable to ASSIGNEE's responsibility, the amounts reserved in the linked account will be returned to the account of its ownership.-----

5.6 Once ASSIGNEE has deposited the amounts referred to in item 5.1 in said escrow account, pursuant to item 5.4, the financial institution will make the following payments and transfer of funds, on the following dates and conditions:-----

5.6.1 Transfer of amounts sufficient to pay all pecuniary penalties already applied by the Government to ASSIGNOR, according to the information contained in Annex 3 - List of sanctions and judicial processes related to the Concession Contract, in the amounts and in the account previously informed by the latter to the financial institution;-----

5.6.2 Transfer of the residual value remaining in the account linked to the account held by ASSIGNOR, to be indicated by it in due course.-----

5.6.3 The transfers of the amounts referred to in items 5.6.1 and 5.6.2 must be carried out by the

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financial institution concomitantly with the signature of the amendments indicated in item 6.1(iv), in which case ASSIGNOR will notify the financial institution, informing about the signature of the terms amendments by the parties involved, so that the latter proceeds with the respective transfer of the values.-----

5.6.4 The transfers referred to in items 5.6.1 and 5.6.2 may only be carried out immediately after and on the same date of signature of all amendments referred to in item 6.1(iv).-----

5.6.5 The PARTIES shall make arrangements with ANTT and the MINISTRY OF INFRASTRUCTURE so that the amendments referred to in item 6.1(iv) are signed concurrently and on the same date.-----

5.6.6 Subject to item 5.6.5, failure to sign any of the amendments for reasons beyond the control of the PARTIES will resolve this assignment, triggering the PARTIES' right to undo the assignment of the rights and obligations of the FERROESTE CONTRACTS object of this ASSIGNMENT AGREEMENT.-----

5.6.7 In the event of non-signature of any of the addendum terms indicated in item 6.1(iv), through the exclusive fault of ASSIGNEE, it will be subject to

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the payment of a fine to ASSIGNOR, under the terms provided for in item 6.9, whose amounts will be extracted from the amounts reserved in the account bond referred to in item 5.4.-----

5.6.8 Once the hypothesis referred to in item 5.6.7 is verified, ASSIGNOR will notify the financial institution managing the linked account so that it can transfer the amounts equivalent to the fine applied to its account, to be informed in due course.

5.7 Each PARTY will be responsible, under the terms assigned to it by current legislation, for the calculation, assessment and collection of taxes and other costs and expenses of its respective responsibility, arising from and resulting from this legal transaction.-----

5.8 Once ASSIGNOR has received the amounts referred to in item 5.6.2, it will give ASSIGNEE a full, general, irrevocable and irreversible discharge regarding the payment for the assignment of the rights and assets object of this ASSIGNMENT AGREEMENT.-----

6 Effectiveness conditions-----

6.1 The effectiveness of this ASSIGNMENT AGREEMENT is subject to full compliance with the following

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conditions:-----

(i) Payment of fines related to the sanctioning processes indicated in Annex 3 - List of sanctions and judicial processes related to the Concession Contract, duly corrected and plus late payment charges, under the terms of the applicable regulation;-----

(ii) Formalization, by ANTT, of a declaration of consent prior to the transfer by ASSIGNOR to ASSIGNEE of the CONCESSION CONTRACT;-----

(iii) Formalization, by the MINISTRY OF INFRASTRUCTURE, of approval for the transfer by ASSIGNOR to ASSIGNEE of the ADHESION CONTRACTS;----

(iv) Signature, by ASSIGNEE, of the amendments to the CONCESSION CONTRACT and ADHESION CONTRACTS with the GOVERNMENT, in compliance with the applicable legal and regulatory requirements.-----

(v) Formalization of the INSTRUMENT OF TRANSFER OF ASSETS, observing item 7 of this ASSIGNMENT AGREEMENT.-----

(vi) Publication, by the Administrative Council for Economic Defense (CADE), of the certificate of final decision approving the operation, without restrictions, if applicable.-----

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6.2 For the purposes of item 6.1(vi), in compliance with art. 88 of Federal Law no. 12.529/2011, of Interministerial Ordinance no. 994/2012 and CADE Resolution no. 2/2012, ASSIGNEE shall, if applicable, submit to CADE the documentation and information, as required by competition legislation, within 5 (five) business days after signing this ASSIGNMENT AGREEMENT.-----

6.2.1 ASSIGNEE will be responsible for any and all costs related to the process with CADE, including procedural fees.-----

6.3 The conditions listed in item 6.1 shall preferably occur within a maximum period of 245 (two hundred and forty-five) days, counting from the date of signature of this ASSIGNMENT AGREEMENT.-----

6.4 The PARTIES may, by mutual agreement, extend the period indicated in item 6.2.-----

6.5 The PARTIES undertake to take all necessary steps and provide all required documentation and meet all requirements that may be required and deemed necessary, by ANTT and the MINISTRY OF INFRASTRUCTURE, to obtain the declaration of consent and authorization to the transfer of CONCESSION CONTRACT and ADHESION CONTRACTS referred to in item

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6.1(ii) and (iii).-----

6.6 Upon full compliance with the conditions set forth in item 6.1 by both PARTIES, ASSIGNEE assumes all rights and obligations arising from the FERROESTE CONTRACTS, becoming responsible for the execution and compliance of the CONCESSION CONTRACT and ADHESION CONTRACTS before ANTT, MINISTRY OF INFRASTRUCTURE and third parties, committing to comply with all charges and obligations contained in the CONCESSION CONTRACT and its respective amendments, as well as in the ADHESION CONTRACTS, under penalty of being held liable for the legal consequences provided for in said contracts and in the legislation.-----

6.7 Upon full compliance with the conditions set forth in item 6.1 by both PARTIES, ASSIGNOR waives any ongoing or future administrative, judicial and/or arbitration claims arising from acts or facts related to the FERROESTE CONTRACTS, in which ASSIGNOR and GOVERNMENT, appear as opposing parties.-----

6.8 The waiver referred to in item 6.7 does not imply waiver of the right of ASSIGNEE or ANTT to eventually postulate, in the future, the restoration of the economic-financial balance of CONCESSION CONTRACT due to eventual and future imbalances arising from facts

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or acts that may materialize , although of the same nature as those waived by ASSIGNOR through this ASSIGNMENT AGREEMENT.-----

6.9 Pursuant to item 6.4, the exceeding of the deadline for meeting the conditions indicated in item 6.1 without all the obligations assigned to it having been fulfilled by ASSIGNEE, or by act or fact attributable to ASSIGNEE's responsibility, will result in payment by ASSIGNEE to ASSIGNOR, a fine in the amount of 10% (ten percent) of the total amount of the consideration referred to in item 5.1, without prejudice to item 11 of this ASSIGNMENT AGREEMENT.

6.10 In the event of item 6.9, ASSIGNOR is entitled to declare the termination of this ASSIGNMENT AGREEMENT, without generating any right to indemnification or reimbursement to ASSIGNEE for the termination of the relationship.-----

7 Procedure for Transfer of Assets-----

7.1 Concurrently with the signature of the amendments indicated in item 6.1(iv), the PARTIES will formalize the INSTRUMENT OF TRANSFER OF ASSETS, with transfer of ownership and domain of the assets indicated in Annex 17 - BID NOTICE Assets Inventory.-----

7.2 As of the formalization of the INSTRUMENT OF

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TRANSFER OF ASSETS, a period of 365 (three hundred and sixty-five days) will begin for ASSIGNEE to formally complain to ASSIGNOR about hidden defects that affect the assets of the railways whose possession and/or domain has been transferred to it by written notice.-----

7.2.1 The complaint must be accompanied by a technical report(s) detailing, in detail, the defect(s) caught, signed by a professional(s) proven to be accredited in the) class entity(ies) correlated to the defect(s) caught.-----

7.3 In compliance with item 8.1, ASSIGNEE will be exclusively responsible for the transfer of real estate Assets related to the RAILWAYS with the respective Real Estate Registry Offices, when applicable.-----

7.4 Once the claim is received, ASSIGNOR will have a period of 60 (sixty) days, counted from the receipt of the notification from ASSIGNEE, to express its opinion on the alleged.-----

7.5 If the defect(s) is confirmed, ASSIGNEE will be responsible for adopting all necessary measures with a view to the recovery, prevention, remediation and management of the hidden defect, except for the right

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to reimbursement to ASSIGNOR for the costs and expenses that may arise. to incur, without prejudice to any compensation.-----

7.6 ASSIGNEE will not be entitled to compensation in relation to hidden defects claimed after the deadline stipulated in item 7.2.-----

7.7 The period established in item 7.2 is non-extendable, and any complaints filed after the expiry of this period must be immediately dismissed.-----

7.8 Any dispute about the existence of the hidden defect and any disagreements as to the amount of reimbursement or indemnification due to ASSIGNEE by ASSIGNOR will be submitted to arbitration, pursuant to item 15.-----

8 ASSIGNOR's Responsibilities-----

8.1 ASSIGNOR is responsible for transferring to ASSIGNEE all assets relating to the CONCESSION CONTRACT and ADHESION CONTRACTS free and unencumbered by any encumbrances and encumbrances, of a real or personal nature, without competition from third parties, except for restrictions, encumbrances and encumbrances duly identified in the Annex 17 - BID NOTICE Asset Inventory.-----

8.2 ASSIGNOR is responsible for reimbursement and

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indemnities related to hidden defects related to transferred assets that are claimed by ASSIGNEE within the period provided for in item 7.2.-----

8.3 ASSIGNOR shall assign to ASSIGNEE all projects, plans, plans and documents or related materials indicated in Annex 7 - Projects related to FERROESTE AGREEMENTS that have been specifically acquired or prepared for the purpose of performing the obligations related to FERROESTE AGREEMENTS, either directly by ASSIGNOR or by third parties for it contractors, and ASSIGNOR is responsible for adopting all necessary measures for this purpose.-----

8.3.1 The projects, plans, plans and documents or materials referred to in item 8.3, including data, studies, information and other related materials that may be assigned to ASSIGNEE are merely informative and referential, and do not give rise to any liability on the part of ASSIGNOR with respect to its correctness, accuracy or sufficiency.-----

8.4 Unless otherwise provided for in this ASSIGNMENT AGREEMENT or in its ANNEXES, ASSIGNOR will not have any liability to ASSIGNEE, the GOVERNMENT or third parties for any obligation, liability, debt, contingency, rebalancing or liability related to the

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FERROESTE CONTRACTS, of any nature, known or not, even if arising from an act, fact, action or omission practiced or occurred in the period prior to the transfer of the FERROESTE CONTRACTS, and no adjustment, alteration, revision, rebalancing or discount on the amount provided for in item 5.1 is due, in any case.-----

9 ASSIGNEE Responsibilities-----

9.1 ASSIGNEE declares, for all legal purposes and effects, to know the entire content of the FERROESTE CONTRACTS, committing to comply with all clauses, terms and conditions provided for therein, according to the legal regimes in force for the public railway service and for the railway activities under the authorization regime.-----

9.2 ASSIGNEE declares that it has full knowledge of the Laws in force in Brazil, not being able to claim any lack of knowledge of the law or regulation in force, and assuming full responsibility for the obligations and limitations arising from laws and regulations that may be edited supervening to the execution of this ASSIGNMENT AGREEMENT.-----

9.3 ASSIGNEE undertakes to maintain segregated accounting for the provision of the services object

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of the CONCESSION CONTRACT, observing the rules relating to said contract, the current legal regime and the good accounting practices applicable to the case.-----

9.4 Upon full compliance with the conditions set forth in item 6.1, ASSIGNEE will be responsible for subscribing and paying in capital stock in the amount of:-----

9.4.1 BRL 163,858,770.00 (one hundred and sixty-three million, eight hundred and fifty-eight thousand, seven hundred and seventy reais), in up to 365 (three hundred and sixty-five) days;-----

9.4.2 BRL 327,717,540.00 (three hundred and twenty seven million, seven hundred and seventeen thousand, five hundred and forty Reais), in up to 730 (seven hundred and thirty) days.-----

9.4.3 The values indicated in items 9.4.1 and 9.4.2 are subject to monetary restatement, based on the variation of the IPCA after 1 (one) year counted from the base date of [last update of the economic studies that support the value indicated here]-----

9.5 Until the full compliance with the entire set of obligations contained in Annex 4 - ASSIGNEE'S CHARGES, ASSIGNEE may not reduce its share capital

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without the prior and express authorization of
ASSIGNOR.-----

9.6 ASSIGNEE undertakes to keep ASSIGNOR permanently
informed about the fulfillment, by the shareholders,
of the commitment to pay in the share capital
established in item 9.4 of this ASSIGNMENT AGREEMENT.

9.7 ASSIGNEE will be responsible, on behalf of
ASSIGNOR, for the full settlement of liabilities
related to administrative and judicial proceedings
listed in Annex 3 - List of sanctions and judicial
proceedings related to the Concession Contract,
observing the procedure in item 5.6.-----

9.8 Upon full compliance with the conditions set
forth in item 6.1 by both PARTIES, ASSIGNEE
undertakes to fully comply with the entire set of
obligations contained in Annex 4 - ASSIGNEE'S
CHARGES, within the periods determined therein, in
order to ensure the proper exploitation of the
infrastructure and provision of the rail transport
service within the scope of the FERROESTE CONTRACTS.

9.8.1 Serious and unjustified non-compliance with the
obligations contained in Annex 4 - ASSIGNEE'S
CHARGES, will authorize ASSIGNOR to terminate this
ASSIGNMENT AGREEMENT, under the terms provided for in

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said ANNEX, without prejudice to the right to indemnification to ASSIGNOR provided for in item 11.

9.8.2 Without prejudice to ANTT's powers regarding the application of penalties and termination of ADHESION CONTRACTS due to non-compliance by ASSIGNEE, the PARTIES recognize that, in the event of termination for the reasons provided for in item 9.8.1, ASSIGNOR or entity of Public Administration of the State of Paraná that does so may request ASSIGNEE to return the FERROESTE CONTRACTS covered by this assignment with consideration, and ASSIGNEE shall make every effort and promote all necessary steps under its authority, with a view to ensuring the return of the FERROESTE CONTRACTS.-----

9.8.3 The return of the FERROESTE CONTRACTS provided for in item 9.8.2 is subject to the assessment of the applicable legal and regulatory criteria, including prior approval by the respective GOVERNMENT.-----

9.8.4 In the event that the return does not occur under the terms of item 9.8.2, ASSIGNEE will be subject to a fine in the amount provided for in item 6.9, without prejudice to indemnification and reimbursements applicable in favor of ASSIGNOR, under the terms of this ASSIGNMENT AGREEMENT and the

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applicable legislation.-----

9.9 As long as there is no full compliance with the set of obligations contained in Annex 4 - ASSIGNEE'S CHARGES, ASSIGNEE undertakes not to request and/or promote changes to the CONCESSION CONTRACT and of ADHESION CONTRACTS before the GOVERNMENT without the prior, formal and express consent of ASSIGNOR.-----

9.10 Any extension or alteration, modification, adaptation, in any capacity, of any of the obligations contained in Annex 4 - CHARGES OF ASSIGNEE of interest to ASSIGNEE must be previously, formally and expressly approved by ASSIGNOR, observing item 9.9, when applicable.-----

9.11 Upon full compliance with the conditions set forth in item 6.1, ASSIGNEE will become exclusively and fully responsible for any economic-financial imbalance related to the CONCESSION CONTRACT, in favor or against ASSIGNEE, even if arising from obligations assumed pursuant to this legal business, not responding to ASSIGNOR for any loss, imbalance, damage and the like that may be borne by ASSIGNEE within the scope of the CONCESSION CONTRACT.-----

9.12 Upon full compliance with the conditions set forth in item 6.1, ASSIGNEE will be solely

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responsible for all assets, rights and obligations related to the FERROESTE CONTRACTS.-----

9.13 Upon full compliance with the conditions set forth in item 6.1, ASSIGNEE will assume full responsibility for the existing environmental licensing and its respective obligations, according to Annex 5 - List of Existing Environmental Licenses, as well as on requirements already formulated, pursuant to Annex 6 - List of Environmental Licensing Requirements, and new environmental licensing requirements after signing this ASSIGNMENT AGREEMENT.

9.14 Upon full compliance with the conditions set forth in item 6.1, ASSIGNEE will assume full responsibility for compliance with environmental conditions established in Environmental Licenses already issued on the enterprise, as per Annex 5 - List of Existing Environmental Licenses.-----

9.15 Without prejudice to item 9.13, upon full compliance with the conditions set forth in item 6.1, ASSIGNEE will be solely responsible for obtaining, maintaining, renewing and rectifying licenses, permissions, authorizations, manifestations and grants related to FERROESTE AGREEMENTS.-----

9.16 ASSIGNEE is responsible for the procedures

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necessary for the transfer of existing environmental and urban planning licenses and authorizations, as well as for the maintenance of updated licenses, obtaining other licenses and authorizations, in addition to the existing ones, that are necessary for the fulfillment of the object of the CONTRACTS OF THE FERROESTE.-----

9.17 ASSIGNEE will assume full responsibility for hidden defects of the transferred assets under the terms of item 7 and that are not object of a claim before ASSIGNOR within the period indicated in item 7.2.-----

9.17.1 In the event of identification of hidden defects after the period provided for in item 7.2, ASSIGNEE will not be entitled to any reimbursement and/or indemnity, remaining fully responsible for the maintenance, repair, correction or replacement of the defective item.-----

9.18 Upon full compliance with the conditions set forth in item 6.1 by both PARTIES, and the transfer of ownership of the domain over the assets listed in Annex 17 - BID NOTICE Asset Inventory, by ASSIGNOR to ASSIGNEE, ASSIGNEE will become fully responsible for the correction, prevention, repair and management of

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environmental liabilities and for invasion of the right-of-way related to the railways, with the assumption of all burdens, costs and expenses, related to triggering events before or after the transfer of ownership and dominion over the assets.

9.19 Upon full compliance with the conditions set forth in item 6.1 by both PARTIES, ASSIGNEE will assume civil liability, before third parties, for environmental damages resulting from the works and services whose triggering event is prior to or subsequent to the transfer of ownership of the domain over the assets contained in Annex 17 - BID NOTICE Asset Inventory.-----

9.20 Subject to the provisions of item 9.19, upon full compliance with the conditions set forth in item 6.1 by both PARTIES, ASSIGNEE shall assume administrative and criminal liability for environmental damages arising from the works and services whose triggering event is subsequent to the transfer of ownership of the domain on the assets listed in Annex 17 - BID NOTICE Assets Inventory.--

10 CONTROLLING SHAREHOLDER Responsibilities-----

10.1 CONTROLLING SHAREHOLDER signs this ASSIGNMENT AGREEMENT as an intervener and guarantor of the

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obligations and charges established for ASSIGNEE, before ASSIGNOR and third parties, under the terms of this ASSIGNMENT AGREEMENT and the applicable legislation.-----

11 Indemnity-----

11.1 ASSIGNEE undertakes, irrevocably and irreversibly, under the terms of this ASSIGNMENT AGREEMENT, to defend, indemnify, reimburse and exempt ASSIGNOR from any losses that may be incurred by ASSIGNOR due to:-----

(i) any violation, non-compliance, falsehood, inaccuracy or inaccuracy of the representations or guarantees provided by ASSIGNEE within the scope of this ASSIGNMENT AGREEMENT and/or the BIDDING PROCESS;
(ii) any breach of obligation, duty, burden or commitment assumed by ASSIGNEE through this ASSIGNMENT AGREEMENT and/or the BIDDING PROCESS.---

11.2 The right to compensation provided for in item 11.1:-----

(i) does not exclude or prevent the adoption of other judicial or extrajudicial measures that may be applicable in favor of ASSIGNOR, such as the possibility of terminating the ASSIGNMENT AGREEMENT pursuant to item 9.8.1;-----

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(ii) is not subject to any value limitation; and---
(iii) will continue in force until the date on which, under the terms of the applicable legislation, there is the full prescription of any and all obligations, liabilities and contingencies that could give rise to the right to indemnification in favor of ASSIGNOR under the terms of this ASSIGNMENT AGREEMENT.-----

12 Penalties-----

12.1 Without prejudice to other specific provisions set forth in this ASSIGNMENT AGREEMENT and in the BID NOTICE, the breach of obligations of this ASSIGNMENT AGREEMENT will give rise to the application of penalties to the infringing PARTY, in the amount of 5% (five percent) of the total amount of the consideration referred to in item 5.1-----

12.2 The aggrieved PARTY shall notify the other PARTY, in writing, detailing the default and establishing a period of not less than 30 (thirty) days, counted from the date of receipt of the notification, for the infringing PARTY to correct or fully satisfy the obligation breached or, even, completely ceases certain conduct in disagreement with this ASSIGNMENT AGREEMENT.-----

12.3 The non-compensatory contractual fine referred

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to in item 12.1 will only be due after the expiry of the notice period provided for in this item, without due correction, satisfaction or cessation of non-compliance, as applicable.-----

13 Communications-----

13.1 Communications and notifications between the PARTIES and between them and CONTROLLING SHAREHOLDER will be made in writing and sent: (i) in hand, as long as they are proven by protocol; or (ii) by registered mail, with acknowledgment of receipt; or (iii) by electronic mail, with proof of receipt:---

(i) For ASSIGNOR:-----

[•]-----

(ii) For ASSIGNEE:-----

[•]-----

(iii) For CONTROLLING SHAREHOLDER:-----

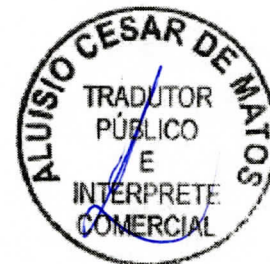
[•]-----

13.2 Any of the PARTIES may modify its information for communication, by simply notifying the other PARTY.-----

14 General Provisions-----

14.1 This ASSIGNMENT AGREEMENT is entered into on an irrevocable and irreversible basis, obliging the PARTIES, their successors, heirs and assignees, in

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any capacity, to comply with the obligations agreed herein.-----

14.2 The PARTIES may not modify or amend this ASSIGNMENT AGREEMENT otherwise than via an amendment signed by both PARTIES, with the consent of CONTROLLING SHAREHOLDER, after the applicable corporate and regulatory authorizations that may be necessary, as the case may be.-----

14.3 The PARTIES recognize this ASSIGNMENT AGREEMENT as an extrajudicial enforceable instrument, with the obligations agreed therein subject to specific execution, under the terms of the applicable legislation.-----

14.4 Neither PARTY may assign this ASSIGNMENT AGREEMENT, either in whole or in part, without the prior written consent of the other PARTY.-----

14.5 Within the terms established in days in this ASSIGNMENT AGREEMENT, the start day will be excluded and the expiration date will be included, counting in calendar days, unless expressly referred to business days.-----

14.6 If any of the PARTIES allows, even by omission, the non-compliance, in whole or in part, of any provisions of this ASSIGNMENT AGREEMENT or its

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ANNEXES, such fact shall not give rise to release, exemption or any prejudice to the validity, effectiveness and enforceability of compliance with these provisions. , which will remain unchanged, as if no tolerance had taken place.-----

14.7 If any provision of this ASSIGNMENT AGREEMENT is held or declared to be void, invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the other provisions contained in this ASSIGNMENT AGREEMENT will not in any way be affected or restricted by such fact. The PARTIES will negotiate, in good faith, the replacement of invalid, illegal or unenforceable provisions by valid, legal and enforceable provisions, the effects of which, including any economic effects, are as close as possible to the effects of the provisions considered invalid, illegal or unenforceable.-----

15 Arbitration-----

15.1 The PARTIES agree that all disputes arising from the ASSIGNMENT AGREEMENT or related thereto that are of a pecuniary nature and do not deal with primary public interests will be definitively resolved by arbitration in accordance with Federal Law no. 9,307/1996.-----

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15.2 The following are considered disputes subject to submission to arbitration proceedings, among others:

(i) the calculation of indemnities and (ii) the breach of obligations of this ASSIGNMENT AGREEMENT or its ANNEXES by any of the PARTIES.-----

15.3 The arbitration will be conducted and decided by three arbitrators, appointed in accordance with the elected arbitration rules.-----

15.4 The seat of arbitration will be the city of Curitiba/PR, Brazil, applying Brazilian law to the merits of the dispute, the arbitration agreement and the arbitration process.-----

15.5 The arbitration procedure will be in Portuguese, so the arbitral tribunal must require the translation of any documents presented in a foreign language.--

15.6 It is incumbent upon the jurisdiction of the Judicial District of Curitiba/PR to process and judge any judicial measure to support arbitration.-----

15.7 The decisions and award of the arbitral tribunal shall be final and binding on the PARTIES and their successors.-----

15.8 The arbitration award will define the rule for loss of suit and reimbursement of the respective amounts.-----

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15.9 The attorney's fees will be borne by each of the PARTIES, without any advance by the party initiating the dispute.-----

16 Jurisdiction-----

16.1 The Judicial District of Curitiba, State of Paraná, is elected to settle any disputes arising from this ASSIGNMENT AGREEMENT.-----

In witness whereof, the Parties sign this Agreement in [•] equal counterparts, before the 2 (two) undersigned witnesses.-----

[Place], [date]-----

THIS WAS THE FULL TEXT of said document, the true translation whereof I ATTEST. -----

WITNESS MY HAND AND SEAL, July 12, 2022. -----

Aluisio Cesar de Matos

