

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

12-18980-B

1

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: -----

ANNEX 4 - ASSIGNEE'S CHARGES-----

This ANNEX contemplates the set of obligations to be fulfilled by ASSIGNEE, within the determined deadlines, in order to ensure the adequate exploitation of the infrastructure and provision of the rail transport service within the scope of the FERROESTE CONTRACTS, for the purposes of assignment with consideration, under the terms regulated by the ASSIGNMENT AGREEMENT.-----

This ANNEX does not replace, limit or change, in any way, the obligations contemplated under the CONCESSION CONTRACT and ADHESION CONTRACTS, which must be complied with by ASSIGNEE, under the terms of the respective regulations.-----

1 Mandatory Investments-----

1.1 ASSIGNEE shall build the railway stretch between the Municipalities of Paranaguá and Guarapuava, object of Adhesion Contract no. 19/SNTT/MINFRA/2021, under the terms granted by the MINISTRY OF INFRASTRUCTURE in Administrative Proceeding MINFRA n.

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

12-18980-B

2

50000.025758/2021-61, within 84 (eighty-four) months, counted from the fulfillment of all the conditions of effectiveness provided for in Clause 6 of the ASSIGNMENT AGREEMENT.-----

1.1.1 For purposes of compliance with the item 1.1 of this ANNEX, the railway stretch shall: be in operational conditions until the date set forth in Annex II of Adhesion Contract no. 19/SNTT/MINFRA/2021.-----

1.1.2 For the purpose of fulfilling the charge provided for in item 1.1 of this ANNEX, ASSIGNEE shall carry out the construction of the railway stretch in compliance with the outline contained in the Prior License n. [•]. The route may be exceptionally modified with prior, express and formal authorization from ASSIGNOR, under the terms of the ASSIGNMENT AGREEMENT.-----

1.2 For the purpose of implementing the mandatory investments provided for in item 1 of this ANNEX, ASSIGNEE will be responsible for complying with the following charges:-----

1.2.1 Within 12 (twelve) months, counted from the fulfillment of all the conditions of effectiveness foreseen in Clause 6 of the ASSIGNMENT AGREEMENT,

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

12-18980-B

3

ASSIGNEE must present an Executive Project of at least 50% (fifty percent) of the construction of the railway between the Municipalities of Paranaguá and Balsa Nova, contained in the railway stretch contained in the item 1.1 of this ANNEX.-----

1.2.2 Within 24 (twenty-four) months, counted from the fulfillment of all the conditions of effectiveness provided for in Clause 6 of the ASSIGNMENT AGREEMENT, ASSIGNEE must present the Installation License for the railroad between the Municipalities of Paranaguá and Balsa Nova, contained in the railway stretch item constant 1.1 of this ANNEX.-----

1.2.3 Within 24 (twenty-four) months, counted from the fulfillment of all the conditions of effectiveness provided for in Clause 6 of the ASSIGNMENT AGREEMENT, ASSIGNEE must present an Executive Project of at least 50% (fifty percent) of the construction of the railway between the Municipalities of Balsa Nova and Guarapuava, contained in the railway stretch included in the item 1.1 of this ANNEX.-----

1.2.4 Within 36 (twenty-four) months, counted from the fulfillment of all the conditions of

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

12-18980-B

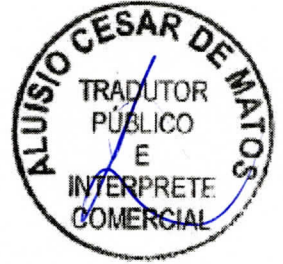
4

effectiveness provided for in Clause 6 of the ASSIGNMENT AGREEMENT, ASSIGNEE must present the Installation License for the railroad between the Municipalities of Balsa Nova and Guarapuava, contained in the railway stretch item constant 1.1 of this ANNEX.-----

1.2.5 Within 60 (twelve) months, counted from the fulfillment of all the conditions of effectiveness foreseen in Clause 6 of the ASSIGNMENT AGREEMENT, ASSIGNEE must present an independent consultant assessment attesting the construction of at least 50% (fifty percent) of the construction of the railway between the Municipalities of Paranaguá and Balsa Nova, contained in the railway stretch contained in the item 1.1 of this ANNEX.-----

1.2.6 Within 72 (seventy-two) months, counted from the fulfillment of all the conditions of effectiveness foreseen in Clause 6 of the ASSIGNMENT AGREEMENT, ASSIGNEE must present an independent consultant assessment attesting the construction of at least 50% (fifty percent) of the construction of the railway between the Municipalities of Balsa Nova and Guarapuava, contained in the railway stretch contained in the item 1.1 of this ANNEX.-----

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

12-18980-B

5

1.2.7 Within 84 (twenty-four) months, counted from the fulfillment of all the conditions of effectiveness provided for in Clause 6 of the ASSIGNMENT AGREEMENT, ASSIGNEE must present the Operation License of the railway stretch item constant 1.1 of this ANNEX.-----

1.3 The independent consultant who will assess compliance with the charges provided for in the items 1.2.5 and 1.2.6 of this ANNEX shall be selected and contracted directly by ASSIGNEE.-----

1.3.1 ASSIGNOR may request clarification from the independent consultant regarding the assessment of compliance with the charges provided for in the items 1.2.5 and 1.2.6 of this ANNEX.-----

1.4 ASSIGNEE is obliged to make all the necessary investments in the Guarapuava-Cascavel and Cascavel-Dourados stretch, object of the CONCESSION CONTRACT, in order to ensure the provision of adequate service, under the terms of the contract and applicable legislation, including the necessary improvements to ensure the timeliness and efficiency of services.-----

2 Other charges-----

2.1 Within a period of 120 (one hundred and twenty) months, counted from the fulfillment of all

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

12-18980-B

6

conditions of effectiveness provided for in Clause 6 of the ASSIGNMENT AGREEMENT, ASSIGNEE shall formally inform ASSIGNOR whether it will carry out the construction or whether it will choose to return to ASSIGNOR the contracts covering the following railway stretches:-----

(i) Cascavel-Foz do Iguaçu (Adhesion Contract No. 4/SNTT/MINFRA/2021);-----

(ii) Cascavel-Chapecó (Adhesion Contract No. 5/SNTT/MINFRA/2021); and-----

(iii) Maracaju-Dourados (Adhesion Contract No. 3/SNTT/MINFRA/2021).-----

2.1.2 For the purposes of the provisions of item 2.1 of this ANNEX, ASSIGNEE may express its intention to build the railway stretch and/or return part of the indicated contracts.-----

2.1.3 The effectiveness of the return referred to in the item 2.1 of this ANNEX will depend on the approval of the respective Government, observing the applicable regulations.-----

2.1.4 ASSIGNEE shall make every effort and take all necessary steps under its authority, with a view to ensuring the return of contracts to ASSIGNOR.-----

3 General Provisions-----

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

12-18980-B

7

3.1 This ANNEX constitutes an integral part of the ASSIGNMENT AGREEMENT, so that its terms condition the PARTIES for the purposes of executing the rights and obligations arising from it.-----

3.2 Serious and unjustified non-compliance with the obligations contemplated in item 1.1 of this ANNEX will give rise to the consequences provided for in items 9.8.1, 9.8.2 and 9.8.3 of the ASSIGNMENT AGREEMENT.-----

3.3 Failure to comply with the obligations contemplated in item 1.2 and two of this ANNEX will give rise to the incidence of Clause 12 of the ASSIGNMENT AGREEMENT.-----

3.4 If ASSIGNEE declares to ASSIGNOR that it will implement the stretch referring to any of the contracts mentioned in item 2.1, however, fails to do so unjustifiably, it will be subject to the incidence of Clause 12 of the ASSIGNMENT AGREEMENT.-----

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



089907/10091098
RECONHECIMENTO DE FIRMA
OFÍCIO DE NOTAS - José Mario Pinheiro Pinto
Avenida Almirante Barroso, 139 - C. Centro - Rio de Janeiro - Telefone: (21) 3553-0021
Reconheço por SEMELHANÇA as firmas de
ALUISIO CESAR DE MATOS
Rio de Janeiro, 12 de julho de 2022.
TIAGO BESERRA ALVES
Evol: R\$ 8,99 T.J.Fundos: R\$ 2,72 Total: R\$ 9,41
Selo: EEP48228-RDA
Consulte em https://www3.trf.jus.br/sespublico