

**SPI PROCESS nº 021.00000891/2024-87
INTERNATIONAL COMPETITION No. 02/2024
PPP LOTE ALTO TIETÊ**

EXHIBIT III.G – TRANSITIONAL CONDITIONS

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1. BASIC CONCEPTS

- 1.1. This EXHIBIT establishes the fundamental conditions for the FINAL TRANSITION of the SERVICES and CONCESSION ASSETS to the GRANTING AUTHORITY or to the SUCCESSOR by the CONCESSIONAIRE, also contemplating the guidelines for its demobilization and reversal of the reversible assets.
- 1.2. Once the CONCESSION is terminated, the reversible assets, rights and privileges linked to the CONCESSION, which have been transferred or made available, under the terms of this AGREEMENT, to the CONCESSIONAIRE, or built, implemented or acquired by it, within the scope of the CONCESSION, shall be returned to the GRANTING AUTHORITY, free and clear of any encumbrances or charges, regardless of any notifications or formalities, and the rules set forth in this EXHIBIT shall be observed.
 - 1.2.1. The software, of any nature, that is necessary for the continuity and performance of the object of the AGREEMENT, and that has been specifically acquired or created for the development of the CONCESSION's activities, must have its license of use transferred, free of charge and in closed source, either to the GRANTING AUTHORITY, or to the SUCCESSOR at the end of the CONCESSION, for a period of not less than five (5) years.
 - 1.2.2. The software may be licensed by the CONCESSIONAIRE on behalf of the GRANTING AUTHORITY or CPTM or whoever it indicates at the time of acquisition and/or creation, for the development of the CONCESSION's activities. In the case of the right of use and not of acquisition, the transfer of the right of use must be provided by the CONCESSIONAIRE.
- 1.3. Except in the case of compensation due to the early termination of the AGREEMENT, the reversal will be free of charge, and there will be no residual value or charge due in favor of the CONCESSIONAIRE.
- 1.4. The cost of investments and other measures to ensure the appropriate conditions of conservation and operation of the reversible assets shall be amortized and depreciated until the end of the CONCESSION TERM, and the CONCESSIONAIRE shall not be entitled to compensation for these costs, except in the event of early termination of the AGREEMENT.
 - 1.4.1. Regardless of the hypothesis of termination of the AGREEMENT, the reversion will be automatic at the time of the termination of the CONCESSION, and the reversible assets must be reverted in adequate conditions of operation, use and maintenance, as well as free and clear of any encumbrances, charges, taxes, obligation or encumbrance, with the characteristics and technical requirements that allow the full operation of the SERVICES.
- 1.5. On the occasion of the termination of the AGREEMENT due to the expiration of the term, the

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reversible assets must be in conditions of conservation and operation in such a way that at least 5 (five) years of useful life remain after the end of the CONCESSION, with the exception of the ROLLING STOCK.

- 1.5.1. The ROLLING STOCK must be up to date, in conservation and working conditions, even if there is less than 5 (five) years of useful life left after the end of the CONCESSION.
- 1.5.2. If the reversal of the reversible assets does not occur under the established conditions, the CONCESSIONAIRE shall indemnify the GRANTING AUTHORITY under the terms set forth in this EXHIBIT, and the compensation shall be calculated in accordance with the applicable legislation, without prejudice to the applicable sanctions and the execution of any insurance and the PERFORMANCE GUARANTEE.
- 1.6. All information about the reversible assets, including description, state of conservation and remaining useful life, must be included in the INVENTORY, to be kept by CONCESSIONAIRE throughout the CONCESSION, which should be delivered, at the end, to the GRANTING AUTHORITY, observing the procedure established in item 3 of this EXHIBIT.

2. DESCRIPTION OF CONDITIONS

2.1. Buildings

- 2.1.1. For the purposes of this EXHIBIT, all stations, CCO, administrative buildings, MAINTENANCE COMPLEXES, MAINTENANCE BASES, PARKING LOTS, electrical substations and sectioning booths that are the object of the CONCESSION are characterized as buildings.
- 2.1.2. The CONCESSIONAIRE shall, through the conservation/maintenance plan for the buildings, ensure compliance with the current standards, regarding the conditions of structural safety, functionality and durability of the returned and/or transferred works.
- 2.1.3. All buildings, as well as the equipment pertinent to them, must present full operating and operating conditions, including the licenses of technology and computer systems necessary for the operation of all equipment valid until, at least, the signature of the FINAL ACCEPTANCE TERM.
- 2.1.4. The CONCESSIONAIRE shall pay attention to the conditions of operation, maintenance and conservation of each of the items listed below, referring to the conditions of operation and operation provided for in the standard projects and respective specifications:
 - i. Structures: reinforced concrete and/or metal structures must be intact, without cracks, exposed hardware, or corrosion resulting from misuse of the structure and lack of maintenance;

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- ii.** Waterproofing: roof slabs, water reservoirs, fuel containment reservoirs, basements, toilets, changing rooms, pantries and other environments where it is necessary to avoid infiltration by water or chemicals must be watertight;
- iii.** Sealing: Masonry, frames and guardrails must be intact, without cracks, cracks, corrosion, missing or damaged parts, in accordance with the relevant performance standards.
- iv.** Roofs: they must not present structural problems, they must be watertight, with the rainwater collection system fully operational, without missing parts and in accordance with the relevant performance standards;
- v.** Finishing: ceilings, floors, paintings, coatings and other finishes must be clean, intact, without cracks and/or fissures and without missing parts;
- vi.** Hydraulic/sanitary installations: reservoirs, pipes, registers, pumps, metals and sanitary ware must be clean, operating, intact, without leaks, fissures and cracks;
- vii.** Fire fighting installations: they must be intact and operational, in quantity and installed in accordance with the escape route and fire fighting project validated by CBPMESP. Fire extinguishers must be within the expiration date. All documentation proving that the buildings have active AVCBs and a renovation schedule must be presented;
- viii.** Electrical and lighting installations: comprises non-apparent and apparent installations, including light panels, control panels, luminaires, lamps, switches and mirrors. They must be intact, operative and without missing parts or pieces;
- ix.** Mechanical and electromechanical equipment: escalators, elevators and other equipment must be complete, operational and with an updated maintenance plan.
- x.** Motor-generator systems: they must be complete, operational and with an updated maintenance plan.
- xi.** Equipment (including electronic): All equipment such as furniture and utensils considered necessary for the development of the work in the aforementioned buildings, in the amount provided for in the AGREEMENT, installed and in perfect condition, must be part of the return and/or transfer;
- xii.** Works of art: they must be intact, without missing pieces and remain in the

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place where they are installed; and

- xiii. Landscaping: trees and shrubs must be properly pruned and planted areas must be fertilized and free of pests.

2.2. OAE

- 2.2.1. For the purposes of this EXHIBIT, all bridges, viaducts, tunnels, footbridges, larger galleries, bridges, underpasses and mixed structures, or not, for the transposition of roads and/or streams and/or rivers, etc., which are the object of the CONCESSION, are characterized as OAE.
- 2.2.2. The CONCESSIONAIRE shall, through the conservation/maintenance plan for the OAE's, ensure compliance with the current standards, regarding the conditions of structural safety, functionality and durability of the returned and/or transferred works.
- 2.2.3. The CONCESSIONAIRE shall return and/or transfer the reversible assets observing the following minimum conditions:
- i. Infiltrations: the decks must be watertight, not permeating water through their structure, and the surface drainage in the structure and accesses (abutments) working as provided for in the project;
 - ii. Cracks: the reinforced and/or prestressed concrete structure must not present cracks, resulting from concreting failures, thermal effects or misuse of the structure. As a parameter of acceptance, the cracks must be presented as provided for in the project;
 - iii. Expansion joints: they must be continuous, without failures that allow infiltrations, they cannot be covered by the pavement, with crushing or openings beyond the limits provided for in the project;
 - iv. Support devices: neoprene devices must not be loose or out of the expected loading place, distorted, out of standard, partially loaded, with exposed and/or corroded gaps, with bulging, dried neoprene layers or torn coatings, without guaranteed functionality. In the case of metal appliances, there should be no corrosion. Its rental must always be guaranteed, especially in unidirectional devices, and its characteristic movements must also be guaranteed for its proper functioning. In the case of the existence of "TEFLON", the material must be in conditions specified in the project;
 - v. Steel corrosion: In the case of reinforced, prestressed, metallic and/or mixed concrete structures, a state of the work must be maintained that guarantees the non-appearance and evolution of this anomaly. In this way, it must also

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not have exposed reinforcement, wiring without cream injection or metallic structures exposed to environments incompatible with its nature, including submerged works;

- vi. Cleaning under the OAE: in the region of its projection and abutments, the work must be clean and deforested;
- vii. Drainage under OAE: any well or water vein must be drained, without prejudice to the foundations, meso, superstructure and abutments;
- viii. Proximity slabs: they must not have descaling, nor rotations that cause joint openings beyond those specified in the project;
- ix. The meetings must not allow displacements and/or efforts in the construction structure, which have not been foreseen in its conception and dimensioning;
- x. Encounter Slopes: all slopes must be properly protected so that they do not decalc parts of the meso or infrastructure that depend on this support;
- xi. Lighting and netting security: they must be intact and in operation, according to the public notice and the agreement provisions;
- xii. Conditions of the materials constituting the OAE: the materials must guarantee the requirements of the ABNT (Brazilian Association of Technical Standards) standards and according to the technical requirements of the specific structural design of the work.

2.3. PERMANENT TRACK and OVERHEAD TRACTION NETWORK

- 2.3.1. The entire right-of-way that is part of the CONCESSION AREA must be completely clean, free of debris, residues and rubble when the assets are returned and/or transferred.
- 2.3.2. The CONCESSIONAIRE shall, in the last five (5) years, annually submit to ARTESP the car-control report, containing a kilometric position registered every 25 cm; 10,000/R curve radius ratio; grid warping; superelevation; alignment of the two rail rows (left/right); leveling of the two rows of rail (left/right); wear of the left and right rail (given as a percentage of the area, without detailing whether it is lateral or vertical); speed that the geometry of the track allows; gauge; rail profile; and position (kilometer) given by the GPS.
- 2.3.3. The CONCESSIONAIRE shall return and/or transfer the elements of the PERMANENT TRACK observing the following minimum conditions:

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- i.** Sleepers: sleepers must be preserved, not showing pathologies or fissures;
 - ii.** Rails: the rails must be maintained and leveled, with wear less than 25% of the billet area, as well as meeting the geometric standards present in current regulations;
 - iii.** Ballast: the right-of-way must not have stretches with collapsed ballast, and the CONCESSIONAIRE must present, in the last five (5) years, the list of tamping and ballast clearance activities;
 - iv.** AMV's: they must be level and aligned, as well as meeting the geometric standards present in current standards;
 - v.** Expansion joints: they must be continuous, without failures that allow infiltrations, they cannot be covered by the pavement, with crushing or openings beyond the limits provided for in the project;
 - vi.** Drainage: drainage devices must be unobstructed and operational;
 - vii.** Strip Sealing: the fence on a standard wall or on a metal grating must be preserved, clearly demarcating the limits of the boundary of the right-of-way, without openings, corrosion or infiltrations.
- 2.3.4.** The CONCESSIONAIRE shall return and/or transfer the elements of the OVERHEAD TRACTION NETWORK observing the following minimum conditions:
- i.** Conductors of the messenger cable, contact wire and equipotential cable must be preserved and operational along the entire length of the tracks;
 - ii.** The articulated and insulated triangles or cantilevers, suspenders and handles must be preserved, without signs of corrosion, taking into account the stresses foreseen in the project.

2.4. Systems

- 2.4.1.** For the return and/or transfer of the systems, the quantities in operation must be considered for the due compliance with the service levels required for the subsystems provided for in the AGREEMENT.
- 2.4.2.** All installed signaling and control, telecommunications and energy equipment and systems referred to in EXHIBIT II.A and EXHIBIT II.C, in addition to others that the CONCESSIONAIRE may install and commission, must be operational and in accordance with functionality standards and technical standards set forth in EXHIBIT II.C.

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- 2.4.3. Annually, during the last five (5) years of the CONCESSION, the CONCESSIONAIRE shall submit to ARTESP spreadsheets containing information on maintenance, revitalization and replacement of components carried out in the installed and operational equipment and systems.

2.5. ROLLING STOCK and AUXILIARY VEHICLES AND EQUIPMENT:

- 2.5.1. The CONCESSIONAIRE shall fully return the ROLLING STOCK and the AUXILIARY VEHICLES AND EQUIPMENT that make up the CONCESSION ASSETS;
- 2.5.2. The CONCESSIONAIRE shall present, together with the Engineering Performance Reports provided for in EXHIBIT III.A, the conditions of age, mileage, number of Level A and Level B failures, last overhaul and services performed and the availability of spare parts of each series that make up the ROLLING STOCK;
- 2.5.3. The AUXILIARY VEHICLES AND EQUIPMENT must have a minimum useful life of 5 (five) years after the end of the CONCESSION.
- 2.5.4. For AUXILIARY VEHICLES AND EQUIPMENT, the CONCESSIONAIRE must submit to ARTESP an Engineering Performance Report in the last year of the CONCESSION, as provided for in EXHIBIT III.A.
- 2.5.5. Maintenance and conservation activities must be in accordance with the MAINTENANCE PLANS described in EXHIBIT III.A and the guidelines set forth in EXHIBIT II.F.

3. RETURN COMMITTEE

- 3.1. Within two (2) years prior to the end of the CONCESSION, ARTESP shall form and supervise the RETURN COMMITTEE, composed of representatives of ARTESP, the CONCESSIONAIRE and, if any, the SUCCESSOR, in equal number, with the purpose of monitoring the adoption, by the CONCESSIONAIRE, of the measures prior to the return or transfer of the CONCESSION ASSETS established in this EXHIBIT.
- 3.2. If, at the time of the formation of the RETURN COMMITTEE, the bidding process whose object includes a new concession of the LINES covered by this CONCESSION has not started or, although it has already begun, the SUCCESSOR will be automatically integrated into the RETURN COMMITTEE as of the date of approval of the bidding process.
- 3.3. The RETURN COMMITTEE will prepare, within 120 (one hundred and twenty) days from its constitution, a report portraying the situation of the CONCESSION ASSETS, proposing to ARTESP the guidelines for issuing the PROVISIONAL TERM OF RETURN.
- 3.4. The PROVISIONAL TERM OF RETURN must be delivered by ARTESP 18 (eighteen) months in

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advance of the end of the CONCESSION TERM, describing the situation of the CONCESSION ASSETS and determining corrections or replacements, as well as indicating personnel from the GRANTING AUTHORITY and/or the SUCCESSOR to be trained by the CONCESSIONAIRE.

- 3.5. Any corrections will be made within deadlines pre-stipulated by ARTESP and will result in a new inspection, after the conclusion of the services.
- 3.6. Both in case of return or transfer of reversible assets, the rules provided for in item 1.4.1 of this EXHIBIT.
- 3.7. In case of transfer of reversible assets, the RETURN COMMITTEE will define the way in which the interaction between the CONCESSIONAIRE and the SUCCESSOR will take place and will submit it to ARTESP for approval.
 - 3.7.1. Every three (3) months, from the issuance of the PROVISIONAL TERM OF RETURN, the RETURN COMMITTEE shall prepare and submit to ARTESP for approval the partial report of the execution of the works carried out, attesting to the situation of the INTEGRAL GOODS and verifying the address of the corrections and replacements determined by ARTESP in the PROVISIONAL TERM OF RETURN.
 - 3.7.2. The reports shall also indicate the situation of possible degradation of the other reversible assets in the period evaluated, and the CONCESSIONAIRE shall adopt all necessary measures to keep them in good condition of use, observing the guidelines of this EXHIBIT, with constant sharing of information with ARTESP. If the reports indicate the need to make adjustments, the procedure indicated in the items above must be repeated.
 - 3.7.3. Fifteen (15) days prior to the end of the CONCESSION, the RETURN COMMITTEE shall deliver its final report, describing, in detail, the dates of inspections and meetings held, minutes, all non-conformities identified and corrected throughout the work of the RETURN COMMITTEE, as well as other information considered relevant, with a final opinion as to the fulfillment of the conditions of return provided for in this EXHIBIT.
 - 3.7.4. Upon receipt of the reports produced within the scope of this EXHIBIT, ARTESP shall initiate an administrative proceeding for analysis as to their content.
- 3.8. Within the reporting period referred to in the item 3.7.1 and two (2) months after the end of the CONCESSION TERM, ARTESP will issue a FINAL TERM OF RETURN. If within this period it is verified that all the requirements set forth in this EXHIBIT are met in relation to the condition of the reversible assets, the FINAL TERM OF RETURN will inform the regularity and authorize the release of the PERFORMANCE GUARANTEE.
- 3.9. If ARTESP, within the period established in item 3.7.3, concludes that the CONCESSIONAIRE has not complied with the conditions of this EXHIBIT in relation to the state of the CONCESSION

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ASSETS, the GRANTING AUTHORITY shall be indemnified and may activate the PERFORMANCE GUARANTEE provided by the CONCESSIONAIRE.

- 3.9.1. In the event of transfer of reversible assets, in the event that the SUCCESSOR has been assigned the responsibility for correcting failures, the indemnity due by the CONCESSIONAIRE will be paid to the SUCCESSOR and measured through the initiation of its own administrative proceeding, within the scope of which the CONCESSIONAIRE may manifest itself.

4. RECEIPT

- 4.1. Three (3) years prior to the end of the agreement, or immediately, in the event of early termination of the AGREEMENT, the CONCESSIONAIRE shall submit to ARTESP for approval the DEMOBILIZATION PLAN, which shall provide for the procedure by which the demobilization and due reversion of the CONCESSION ASSETS will be carried out, without any interruption in the provision of services.
- 4.2. Prior to the submission of the DEMOBILIZATION PLAN to ARTESP, the CONCESSIONAIRE shall submit it for APPROVAL by the INDEPENDENT AUDITOR, who shall, within thirty (30) days, verify its adequacy to the requirements contained in item 4.4.
- 4.3. If the INDEPENDENT AUDITOR understands that the DEMOBILIZATION PLAN is inadequate, the CONCESSIONAIRE will have a period of thirty (30) days to rectify it, according to the guidelines determined by the INDEPENDENT AUDITOR, and must forward it to ARTESP.
- 4.4. The DEMOBILIZATION PLAN must provide for at least:
- 4.4.1. Form of reversion of CONCESSION ASSETS;
 - 4.4.2. State of conservation and maintenance of the CONCESSION ASSETS, with reports and technical reports, issued by a qualified professional;
 - 4.4.3. CONCESSION ASSETS State of depreciation;
 - 4.4.4. Maintenance, repairs and replacements measures, to be carried out until the end of the AGREEMENT, in order to ensure adequate conditions for the reversion of the goods;
 - 4.4.5. Form of replacement of the CONCESSIONAIRE's employees by the employees of the GRANTING AUTHORITY and/or the SUCCESSOR; and
 - 4.4.6. Period and form of training of the employees of the GRANTING AUTHORITY and/or the SUCCESSOR who will assume the SERVICES.

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- 4.5. The CONCESSIONAIRE's omission in the presentation of the DEMOBILIZATION PLAN will be considered a serious infraction, giving rise to the applicable penalties to the CONCESSIONAIRE.

5. DISPUTE RESOLUTION OF THE RETURN COMMITTEE

- 5.1. In case of disagreement or divergence in the RETURN COMMITTEE on the need for corrections or on the non-compliance with any of the minimum conditions provided for in this EXHIBIT, the dissatisfied member must express his disagreement, in writing and with reasons to ARTESP, with a copy to the other members, within 15 (fifteen) days of the act questioned, instructed with the alternatives for solving the contested or saved points, with cost estimation, if applicable. The other members of the RETURN COMMITTEE may manifest themselves, within 5 (five) days of their respective knowledge of the non-conformity.
- 5.2. The manifestations submitted will be analyzed by ARTESP within 15 (fifteen) business days, counted from their receipt.
- 5.2.1. The validation, by ARTESP, of the work of the RETURN COMMITTEE, implies the full acceptance, by the CONCESSIONAIRE and the SUCCESSOR, of the conditions of the LINES, and any burden that the SUCCESSOR may incur due to unforeseeable defects and not resulting from fault or intent misconduct of the RETURN COMMITTEE members shall be treated according to the contractual provision of the future concession.

6. TRANSITION

- 6.1. The CONCESSIONAIRE's obligations, to ensure the continuity of the operation of the LINES, as well as for the proper operationalization of their transition to the GRANTING AUTHORITY or to the SUCCESSOR:
- 6.1.1. Provide documents and agreements related to the object of the CONCESSION, including history and project of all interventions carried out on the LINES throughout the CONCESSION, registration of road elements, registration of ACCESSES and registration of the right-of-way and other documents requested by the RETURN COMMITTEE or by the competent regulatory agency;
- 6.1.2. Provide operational documents related to the object of the CONCESSION;
- 6.1.3. Provide other information about the operation of the LINES;
- 6.1.4. Cooperate with SUCCESSOR and ARTESP for the proper transmission of knowledge and information;
- 6.1.5. Allow the monitoring of the operation of the LINES and the regular activities of the CONCESSIONAIRE by the SUCCESSOR;

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- 6.1.6. Adopt the necessary measures for the transfer of ownership of the ENVIRONMENTAL LICENSES and other environmental obligations of the CONCESSIONAIRE;
- 6.1.7. Promote the training of SUCCESSOR employees regarding the operation of the LINES;
- 6.1.8. Collaborate with SUCCESSOR in the preparation of any reports required in the transition process;
- 6.1.9. To appoint professionals from the relevant areas of knowledge for operational transition during the assumption of the service by the SUCCESSOR;
- 6.1.10. Provide physical space for the accommodation of SUCCESSOR's work groups, during this period;
- 6.1.11. Assist in the planning of the staff;
- 6.1.12. Interact with the SUCCESSOR and other actors and agents involved in the operation of the LINES, allowing the SUCCESSOR, in the last three (3) months prior to the end of the CONCESSION TERM, to allocate its personnel to monitoring the operation of the LINES so that they become familiar with the object of the CONCESSION.
- 6.1.13. Collaborate in the other ways indicated by ARTESP.