Exhibit 1
Request of Clarification Template

[Place], [●] [●], 2013.

To
National Land Transport Agency - ANTT
Brasília, Distrito Federal, Setor de Clubes Esportivos Sul - SCES, lote 10, trecho 03, Projeto Orla Polo 8, CEP 70200-003

Ref.: Concession Tender nº [●]/2013 – Clarification Request

Dear all,
(Citizen or Interested Party) presents the following request for clarification concerning the Public Notice.

<table>
<thead>
<tr>
<th>Number</th>
<th>Item</th>
<th>Requested Clarification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Insert item of the Public Notice and Contract to which the clarification was requested</td>
<td>Write clearly the request for clarification desired in the form of a question</td>
</tr>
<tr>
<td>2</td>
<td>Insert item of the Public Notice and Contract to which the clarification was requested</td>
<td>Write clearly the request for clarification desired in the form of a question</td>
</tr>
<tr>
<td>N</td>
<td>Insert item of the Public Notice and Contract to which the clarification was requested</td>
<td>Write clearly the request for clarification desired in the form of a question</td>
</tr>
</tbody>
</table>

Regards,

[Signature of the Citizen / Interested Party]

Responsible for contact: [●]
Phone number: [●]
E-mail address: [●]
Exhibit 2
Qualification Documents

1 The volume of the Qualification Documents should be started with the Letter of Presentation for Documentation of General Nature, duly signed, as specimen in Exhibit 3 of this Public Notice.

2 The certificates that do not include the term of validity will be accepted if they have been issued up to 90 (ninety) days prior to the Date for Receipt of Envelopes.

2.1 If this Public Notice has marked a deadline for certain certificate or document that has not recorded a period of validity, this will take precedence over the term of item 2 above:

I. Legal Qualification of the Bidder

3 In the case of a legal entity, the Bidder shall submit the following documents to their legal qualification:

<table>
<thead>
<tr>
<th>Number</th>
<th>Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Constitutive Act and social status/social contract of the Bidder's organ legal person, as last amendment filed in the registry business or competent notary. If the last amendment to the bylaws/social contract does not consolidate the provisions of the bylaws/social contract in force, should also be submitted to the previous amendments that contain such provisions.</td>
</tr>
<tr>
<td>2</td>
<td>Evidence of election of directors in Office of the Bidder's organ legal person, duly filed in the registry business or competent notary.</td>
</tr>
<tr>
<td>3</td>
<td>Certificate updated of the Bidder's organ legal person consigned by business registry or competent notary</td>
</tr>
<tr>
<td>4</td>
<td>In the case of foreign legal person authorized to operate in the Country, authorization decree and the act of registration or authorization for your operation, consigned by the competent organ.</td>
</tr>
<tr>
<td>5</td>
<td>Any commitments corporate and/or other commitments of internal organs necessary in accordance with the social status/social contract of the Bidder's organ legal person to participate in the Bidding.</td>
</tr>
</tbody>
</table>

4 When it comes to complementary pension fund entity, the Bidder must submit, for his legal training, in addition to the documentation provided in Table I above, the following documents:
5 When you deal with a financial institution, the Bidder must submit, for your legal regularity, in addition to the documentation provided in Table I above, the following document:

### Table III – Complimentary document regarding the legal quality of the financial institution

<table>
<thead>
<tr>
<th>Number</th>
<th>Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>Proof that it is authorized to operate as a financial institution by the Central Bank of Brazil.</td>
</tr>
</tbody>
</table>

6 When it comes to investment fund, the Bidder must submit, for his legal training, the following documents:

### Table IV – Documents regarding legal qualification of the Investment Fund

<table>
<thead>
<tr>
<th>Number</th>
<th>Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>Constitutive Act with last amendment filed before competent body.</td>
</tr>
<tr>
<td>9</td>
<td>Proof of hiring manager, if any, as well as election of the administrator in exercise.</td>
</tr>
<tr>
<td>10</td>
<td>Proof of registration of the investment fund at the CVM.</td>
</tr>
<tr>
<td>11</td>
<td>Regulation of investment fund (and its subsequent amendments, if any).</td>
</tr>
<tr>
<td>12</td>
<td>Proof of registration for the regulation of investment fund before the Registry of Titles and relevant Documents.</td>
</tr>
<tr>
<td>13</td>
<td>Proof that the investment fund is duly authorized to participate in the Bidding Process and that your administrator can represent in every act and for all purposes of the Bidding Process, responding, in the name of the investment fund, all obligations and duties resulting from the Bidding Process.</td>
</tr>
</tbody>
</table>
Table IV – Documents regarding legal qualification of the Investment Fund

<table>
<thead>
<tr>
<th>Number</th>
<th>Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>14</td>
<td>Proof of qualification of the administrator and, if any, of the investment fund’s manager, to the CVM.</td>
</tr>
<tr>
<td>15</td>
<td>A negative bankruptcy Status Certificate of the administrator and manager of the fund, consigned by their own head office’s notarizy of distribution, with date of up to 60 (sixty) calendar days prior to the Date for Receipt of Envelopes.</td>
</tr>
</tbody>
</table>

II. Economic-Financial Quality of the Bidder

7 The Bidder must submit, to the proof of their qualification economic-financial, the following documents:

Table V – Documents regarding the economic-financial quality

<table>
<thead>
<tr>
<th>Number</th>
<th>Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>16</td>
<td>Certificate denial for request for bankruptcy, self-bankruptcy and judicial recovery consigned by legal distributor (civil courts) from the district where the company is headquartered, with date of, at most, 90 (ninety) days prior to the Date for Receipt of Envelopes. In case of non-business society or other form of legal person, clearance certificates sent by the distributor of legal civil courts, in general, (process of implementation) of the district where the entity is headquartered, dated, at most, 90 (ninety) days prior to the Date for Receipt of Envelopes.</td>
</tr>
<tr>
<td>17</td>
<td>Balance Sheet and its statement of consolidated results and already required, referring to the last fiscal year ending, presented in the form of law and in accordance with the Brazilian standards of accounting, accompanied by Independent Auditors’s Opinion recorded in CVM, prohibited the presentation of individual or interim balance sheets.</td>
</tr>
<tr>
<td>18</td>
<td>Proof of net worth equivalent to, at the very least, R$ 255,400,000.00 (two hundred and fifty-five million four hundred thousand reais), calculated from the Balance Sheet presented in accordance with item 17 of this Table. In case of a Consortium, the net worth of each member of the Consortium must be greater than or equal to the value of the net worth required multiplied by the percentage value of its participation in the Consortium.</td>
</tr>
</tbody>
</table>
III. Fiscal Regularity of the Bidder

8 The Bidder must submit, as proof of its fiscal regularity the following documents:

<table>
<thead>
<tr>
<th>Number</th>
<th>Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>19</td>
<td>Proof of registration in the National Registry of Legal Person of the Ministry of Finance - CNPJ/MF, in molds of Normative Instruction no. 1,183 /2011 Receita Federal do Brasil - RFB.</td>
</tr>
<tr>
<td>20</td>
<td>Certificate of regularity before the Time in Service Guarantee Fund - FGTS, which is within the validity period of that certificate.</td>
</tr>
</tbody>
</table>
| 21     | Proof of fiscal regularity before the National Treasury, through the presentation of the following certificates:  
  a. Joint Certificate issued by RFB and by the Attorney General of the National Treasury - PGFN, related to the levies administered by RFB and to the federal liability roster administered by PGFN; and  
  b. Debit Clearance Certificate of Social Security Revenue Office issued by the National Institute of Social Security - INSS.  
In replacement of the certificates specified in this item, the Bidder may present the Cebit Clearance Certificate - CND of RFB, the debt active of the Federal Government and the INSS, perhaps valid on the Date for Receipt of Envelopes. |
| 22     | Proof of fiscal regularity before the Municipe and State Treasury Office, all of the domicile or seat of the Bidder, dated, at most, 180 (one hundred and eighty) days prior to the Date for Receipt of Envelopes. |
| 23     | Proof of Debt Clearance Certificates before the Labor Courts, by presenting e Denial Certificate in terms of Título VII-A of the Consolidated Labor Courts, approved by the Decree-Law n. 5,452 of May 1st, 1943. |

9 In relation to the documents required on items 20, 21, 22, and 23 above, will be accepted positive certificate(s) with negative effects.

10 If any certificate presented in accordance with the items of Table VI above is positive, or is not allocated to the updated status of output, it must be presented evidence of discharge and/or certificates which would suggest the updated status of legal actions and/or administrative procedures enrolling, dated, at most, 90 (ninety) days prior to the Date for Receipt of Envelopes.

11 It will not be accepted proof of request for certificates.
IV. Technical qualification of the Bidder

12 The Bidder must submit, to the attestation of their technical qualifications, the following documents:

<table>
<thead>
<tr>
<th>Table VII – Documents regarding the technical qualification</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Number</strong></td>
</tr>
<tr>
<td>-------------</td>
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<tr>
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</tbody>
</table>
|             | c. Certificate(s) of technical capacity, provided by legal persons in public or private law, registered in the CREA, proving the Bidder’s Qualified Professional experience, in the following activities:
(i) operation of control center of rail traffic load;
(ii) mechanized maintenance of railway superstructure;
(iii) programmed cyclic preservation of railway superstructure load; and
(iv) predictive maintenance of railway superstructure with use of control-car.

12.1 The Qualified Professional must possess bond with the Bidder on the Date for Receipt of Envelopes.

12.1.1 The bond of the Qualified Professional with the Bidder must be proven.
   a) in relation to employment or as an administrator;
   b) per contract for technical assistance, directly or by means of company of which he is an employee or administrator; or
   c) by letter or contract of intent signed between the Bidder and the Qualified Professional indicating that, in the event of successful Bidding, the Qualified Professional shall assume obligation to participate in the Concession by means of one of the two ways indicated in items 12.1.1 (a) and 12.1.1 (b) above.

12.1.2 If they opt to prove the employment relationship, the Bidders should submit the Employees Tab Page - FRE and the Work Card, duly updated.

12.1.3 To prove the investiture in administration position, the Bidders should submit proof of election of directors in Office duly filed in the registry business or competent notary.

12.1.4 To prove the existence of technical assistance contract, the Bidder must submit an instrument of appointment of technical assistance, with notarized signature, by which the Qualified Professional must undertake to provide the Bidder the technical assistance necessary for the execution of the Contract.

12.1.5 It is not sealed to the Qualified Professional possess bond with more than one Bidder.

12.2 The certificates referred to in item no. 24 of Table VII above may be submitted in original or certified copy, not being admitted to the presentation of certificates relating to activities still in implementation and/or not completed, and should contain the following information:

   (i) Purpose;
   (ii) Characteristics of the activities and services developed;
   (iii) Dates for the beginning and the end of the implementation of the activities
and services;

(iv) Location of the implementation of the activities and services;

(v) Ratio of the issuer; and

(vi) the Name and identity of the signatory.

12.3 During the entire period of the Contract, the concessionaire shall maintain Qualified Professionals that meet the requirements of Technical Qualification.
V. Other Documents of the Bidder

13 The Bidder must present the following documents:

<table>
<thead>
<tr>
<th>Number</th>
<th>Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>25</td>
<td>Statement of commitment to compliance with the provisions laid down in Article 7 Incise XXXIII, of the Federal Constitution, as model in Exhibit 5.</td>
</tr>
<tr>
<td>26</td>
<td>Statement regarding the absence of fact barring participation in the Bidding Process, according to the model set out in Exhibit 6.</td>
</tr>
<tr>
<td>27</td>
<td>Draft of the SPE statute, which should not contain provisions that are contrary to this Public Notice and the Contract.</td>
</tr>
<tr>
<td>28</td>
<td>The Formal Commitment of Operating Payment of Fees according to the model in the Exhibit 13, duly signed by Broker Accredited, with notarized.</td>
</tr>
<tr>
<td>29</td>
<td>Letter of financial institution or entity that assists the Bidder in assembling the financial undertaking, stating that examined business plan that subsidized the elaboration of the Economic Proposal presented by the Bidder and certifies its viability and feasibility, with the minimum content of Exhibit 15, presenting, still, a Confidentiality Agreement concluded between the Bidder and the financial institution or entity, with the minimum content of Exhibit 17.</td>
</tr>
<tr>
<td>30</td>
<td>A letter of independent audit firm, registered in competent body, stating that examined business plan that contributed to drafting of the Economic Proposal presented by Bidder and attests to their suitability, under the accounting and tax aspects, with the minimum content of the Exhibit 16, presenting, still, parties under a Confidentiality Agreement concluded between the Bidder and the independent audit firm with the minimum content of Exhibit 17.</td>
</tr>
<tr>
<td>31</td>
<td>Statement of the Bidder, in accordance with the Exhibit 18, which offers or has the ability to obtain sufficient financial resources to fulfill the obligations of their intake of own resources and obtaining of third party resources necessary to achieve the object of the Concession, including the obligation to meet in the capital of the SPE an amount of, at a minimum, R$ 173,000,000.00 (one hundred and seventy-three million reais) until the date of signature of the Contract and more R$ 173,000,000.00 (one hundred and seventy-three million reais), until the end of the first year of the Concession, as established in the Contract.</td>
</tr>
</tbody>
</table>

13.1 The documents referred to in the items 28, 29 and 30 of Table VIII above, must be submitted along with documents that prove the powers of signatories.
13.2 The financial institution or entity referred to in item 29 of Table VIII above may be domestic or foreign, if authorized to operate by the Central Bank of Brazil or abroad component analogue and must have net worth of at least R$ 400,000,000.00 (four hundred million reais), as proven by means of balance sheet and its statement of consolidated results and already due, for the last fiscal year ending, presented in the form of the law and in accordance with the Brazilian standards of accounting, accompanied by Independent Auditors' Opinion recorded in CVM, sealed the presentation of individual or interim balance sheets.

13.2.1 For the purpose of reaching the value mentioned in subitem 13.2 above, shall be considered as the net worth of financial institution or entity both in Brazil and abroad.

VI. Foreign Bidder

14 Foreign Bidders must present all documents equivalent to the demanded documentation for Brazilian Bidders and, additionally, the following documents:

| Table IX – Additional documents relating to legal qualification of foreign Bidders |
|-----------------------------------|--------------------------|
| Number  | Document                                                                 |
| 32      | Attorney grantee to legal representative in Brazil, with powers expressed to receive citation and respond administratively and legally for their acts, as model in Exhibit 9 of this Public Notice. |

| Table X – Other documents relating to qualification of foreign Bidders |
|-----------------------------------|--------------------------|
| Number  | Document                                                                 |
| 33      | Declaration of submission to the laws of the Federative Republic of Brazil and to renounce any claim by diplomatic means, as model in Exhibit 7 of this Public Notice. |

14.1 The foreign Bidders may, for the purposes of your qualification, submit documents that are equivalent to those required for qualification of Brazilian legal persons and that comply with the legal requirements in the country of establishment of foreign Bidder.

14.2 In the case of existence of equivalent documents in their respective countries of origin for the care of the requirements laid down in this Exhibit 2, the foreign Bidders should submit a statement indicating such circumstance, in accordance with Exhibit 9-A. On the other hand, in case of lack of equivalent documents in their respective countries of origin able to care of the requirements laid down in this Exhibit 2, the foreign Bidders should submit a statement indicating such circumstance, in accordance with Exhibit 9-B.
14.3 The balance sheets and statements of results presented should be raised on the last day of the preceding financial year of foreign Bidder and approved by the administration. These documents must be submitted in accordance with the accepted accounting principles in Brazil and accompanied by an opinion of Independent Auditors registered at CVM, in order to enable the comparison of information submitted by all Bidders.

14.4 The documents in a foreign language should be submitted with the signature(s) duly recognized as true by a notary or another entity in accordance with the legislation applicable to documents, which should be recognized by Brazilian nearest consular representation, duly translated into Portuguese by sworn translator, being that the attorney should be recorded in a Notary of Titles and Documents.

VII. Bidder Consortium

15 The Bidder in the form of a Consortium must submit all the documents provided for in Sections I, II, III, V and VI of this Exhibit 2 for each of the intercropping system, as the case may be, observed the item 9 of the Public Notice.

16 The documentation specified in Section IV of this Exhibit 2 may be submitted by only one of the Bidders intercropped.

17 In addition to the documents provided for in Sections I, II, III, IV, V and VI of this Exhibit 2, Consortia should submit the following documents:

<table>
<thead>
<tr>
<th>Number</th>
<th>Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>34</td>
<td>Constitution term by the Consortium properly registered in competent organ or term of public commitment or particular constitution of Consortium, containing, at a minimum:</td>
</tr>
<tr>
<td>(i)</td>
<td>the name of the Consortium;</td>
</tr>
<tr>
<td>(ii)</td>
<td>qualification of the intercropping system;</td>
</tr>
<tr>
<td>(iii)</td>
<td>composition of the Consortium, their respective holdings of members and future commitment regarding the participation of each integral in SPE;</td>
</tr>
<tr>
<td>(iv)</td>
<td>objective of the Consortium;</td>
</tr>
<tr>
<td>(v)</td>
<td>an indication of the company leader who will be responsible for understanding involving the Consortium along the ANTT, until the date of signing of the Contract;</td>
</tr>
<tr>
<td>(vi)</td>
<td>obligation to respond jointly and severally liable, in accordance with the Law, in all the issues that relate to the</td>
</tr>
<tr>
<td><strong>Bidding; and</strong></td>
<td>(vii) commitment of constitution of the <strong>SPE</strong> before the conclusion of the <strong>Concession Contract</strong>.</td>
</tr>
</tbody>
</table>
Exhibit 3
Letter Template of Documentation Presentation

[Place], [●] [●], 2013.

To
National Land Transport Agency - ANTT
Brasília, Distrito Federal, Setor de Clubes Esportivos Sul - SCES, lote 10, trecho 03,
Projeto Orla Polo 8, CEP 70200-003

Ref.: Concession Tender n. [●]/2013 – Documentation presentation

Dear all,

1 [Bidder] ( "Bidder" ), by its undersigned Accredited Representative, presents Exhibits and the documents for your qualification commendation at competitive bidding in reference, in accordance with item 14 of the Public Notice on reference, organized according to the order set up there, reflected in the Exhibit index.

2 The Bidder expressly states that it has full knowledge of the terms of the Public Notice in reference and that you accept fully, in particular with respect to the powers conferred on the Commission in Granting lead special efforts to check the veracity of the documents submitted and seek any clarification needed to elucidate the information contained therein.

3 The Bidder's organ expressly states that it met all the requirements and criteria for qualification and correctly presented the Qualification Documents, as defined in Concession tend n. [●]/2013.

4 The Bidder declares, still, that the Qualification Documents presented herein are complete, true and correct in every detail.

________________________________________________________
[Notarized Signature of the Accredited Representative]
Exhibit 4
Letter Template of the Economic Proposal

[Place], [●] [●], 2013.

To
National Agency for Land Transport - ANTT
Brasília, Distrito Federal, Setor de Clubes Esportivos Sul - SCES, lote 10, trecho 03,
Projeto Orla Polo 8, CEP 70200-003

Ref.: Concession Tender n, [●]/2013 – Economic Proposal

Dear all,

1. Given the Public Notice no. [●] /2013, we present our Economic Proposal for implementation of the object of the Concession in reference.

2. We are proposing, as Basic Fare by the Availability of Operational Capacity, for exploitation of the Concession object of this bidding, as defined in Public Notice [●] /2013, the total value of R$ [●] ([●] reais), on the date-base of [●] [●].

3. In addition, we are proposing, as Basic Fare of Enjoyment, for exploitation of the Concession object of this bidding, as defined in Public Notice [●] /2013, the total value of R$ [●] ([●] reais), on the date-based [●] [●].

4. In this way, according to the calculation provided in item 17.2.2 of the Public Notice, the Economic Value of the Proposal is to [●].

5. We declare:

5.1 The present Economic Proposal is valid for 1 (one) year from the date of their submission, in accordance with sub-item 13.1.4 of this Public Notice;

5.2 We agree completely and without any restriction with the conditions of employment set out in the Public Notice;

5.3 We confirm that we have full knowledge of the bidding area and the conditions of execution of the Works and Services;

5.4 We assume, already, full responsibility for carrying out the Works and Services in accordance with the provisions laid down in the Public Notice and other obligations of the Concession Contract and the applicable legislation; and

5.5 We fully met all the obligations and requirements contained in the Public Notice.

Regards,

[Bidder]

[Notarized Signature of the Accredited Representative]
To

National Agency for Land Transport - ANTT

Brasília, Federal District, Setor de Clubes Esportivos Sul - SCES, lot 10, section 03,
Orla Polo Project 8, ZIP CODE 70200-003

Ref.: Concession Tender n. [●]/2013 – Regularity Declaration to the Article 7º, XXXIII of the Brazilian Federal Constitution

Dear all,

(Bidder), entered in the CNPJ n. [●], through its Accredited Representative, Sr (●), bearer of the Portfolio of Identity n. [●] and CPF no. [●] DECLARES that does not employ less than 18 years in night, dangerous or unhealthy work and does not employ less than sixteen years old, being in regular situation before the Ministry of Labor, with relation to the observance of the provisions in item XXXIII of Article 7 of the Federal Constitution.

Caveat: employs smaller, from fourteen years, indentured [●].

(Note: if yes, tick the proviso above)

________________________________________________________________________

[Bidder]
[Notarized Signature of the Accredited Representative]
Exhibit 6
Letter Template of Declaration of No Deterrent to Participation in the Bidding

[Place], [●] [●], 2013. À

National Agency for Land Transport - ANTT

Brasília, Federal District, Setor de Clubes Esportivos Sul - SCES, lot 10, section 03,
Orla Polo Project 8, ZIP CODE 70200-003

Ref.: Concession Tender n. [●]/2013 – Declaration of No Deterrent to Participation in the Bidding

Dear all,

In answer to the Public Notice in reference, the [Bidder], by its undersigned Accredited Representative(s), HEREBY DECLARES, under penalty of the applicable legislation, that it is not prevented from taking part in public biddings, nor that it is subject to any of the facts that may hinder listed in item 8.1 and their respective points of Public Notice, presenting in Exhibit Space, with respect to the leaders of the Bidder's organ, Clearance Certificates of Administrative Improbity issued by the National Council of Justice, and certificate, issued by the competent body of Electoral Justice, not evidentiary framework in any one of the hypotheses provided for in item I of art. 1 of the Supplementary Law n. 64, may 18, 1990.

____________________________________________________________________________________

[Bidder]
[Notarized Signature of the Accredited Representative]
Exhibit 7
Formal Declaration Form of Expressed Submission to Brazilian Law and Waiver of Complaint by Via Diplomatic

[Place], [●] [●], 2013.

À

National Agency for Land Transport - ANTT

Brasília, Distrito Federal, Setor de Clubes Esportivos Sul - SCES, lote 10, trecho 03, Projeto Orla Polo 8, CEP 70200-003

Ref.: Concession Tender n. [●]/2013 – Formal Declaration Form of Expressed Submission to Brazilian Law and Waiver of Complaint by Via Diplomatic

Dear all,

In answer to item 33 of the Table X of Exhibit 2 of the Public Notice in reference, the (Bidder), by its undersigned Accredited Representative, DECLARES, to all intents and purposes, its formal and expressed submission to the Brazilian legislation and complete surrender of claim, for any reasons of fact or of law, through diplomatic channels.

[Bidder]
[Notarized Signature of the Accredited Representative]
Exhibit 8
Power of Attorney Template

By this instrument of mandate, [Bidder], [qualification], hereinafter referred to as "Grantor", appoints and constitutes its very public prosecutor Mr. [●], [qualification], to commit the following acts in the Federative Republic of Brazil, in and out of court:

(a) represent the Grantor before any entities, bodies or government departments, societies open or closed and any government agencies, particularly the Ministry of Transport and the ANTT, to establish and maintain an understanding with these public bodies, agencies or other entities, to receive citation and notification of any nature, to require and/or promote consultations, to require certificates and other documents and to practice the acts necessary during the implementation of the fair competitive bidding described in Concession Tender No [●]/2013, including resources for lodging an appeal and forgo the Right to appeal features;

(b) make commitments and/or obligations on behalf of the Grantor and any form hiring, making arrangements, give and receive discharge on behalf of the Grantor;

(c) represent the Grantor in defense of their interests in Judgment, in any instance and before any Judgment or Court, including through the hiring of lawyers, with special powers to confess, compromise, give up, making arrangements, give and receive discharge; and

(d) at its discretion, subdelegate, in whole or in part, with reservation of powers, any of the powers conferred herein, under the conditions that judge or that they deem appropriate.

This attorney has validity until the signing of the Concession Contract, provided that this event occurs in up to 1 (one) year.

[Place], [●][●], 2013

[Notarized Signature(s) of the Accredited Representative(s)]
By this instrument of mandate, [Bidder], [qualification], hereinafter referred to as "Grantor", appoints and constitutes its very public prosecutor Mr. [●], [qualification], to commit the following acts in the Federative Republic of Brazil, in and out of court:

(a) represent the Grantor before any entities, bodies or government departments, societies open or closed and any government agencies, particularly the Ministry of Transport and the ANTT, to establish and maintain an understanding with these public bodies, agencies or entities, to receive citation and notification of any nature, to require and/or promote consultations, to require certificates and other documents and to practice the acts necessary for the implementation of the fair competitive bidding described in Concession Tender No [●] /2013, including an appeal for resources and waive the right to interpose resources;

(b) make commitments and/or obligations on behalf of the Grantor and, at any form, hire, make arrangements, give and receive discharge on behalf of the Grantor;

(c) represent the Grantor in defense of their interests in Judgment, in any instance and before any Judgment or Court, including through the hiring of lawyers, with special powers to confess, compromise, give up, make arrangements, give and receive discharge;

(d) receive citation for legal actions; and at its discretion, subdelegate, in whole or in part, with reservation of powers, any of the powers conferred herein, under the conditions that judge or that they deem appropriate.

This power of attorney has validity period up to the signing of the Concession Contract, provided that this event occurs in up to 1 (one) year

[Place], [●] [●], 2013

__________________________________________________________

[Bidder]
[Notarized Signature(s) of the Accredited Representative(s)]
To

National Land Transport Agency - ANTT

Brasília, Distrito Federal, Setor de Clubes Esportivos Sul - SCES, lote 10, trecho 03, Projeto Orla Polo 8, CEP 70200-003

Ref.: Concession Tender n. [●]/2013 – Equivalent Declaration

Dear all,

In answer to the topic "Foreign Bidder" of Exhibit 2 of the Public Notice in reference, the [Bidder], by its Accredited Representative undersigned declares, under penalty of the applicable law, that the documents listed below the firm's country of origin (NAME AND QUALIFICATION) are equivalent to those documents required in the Public Notice.

<table>
<thead>
<tr>
<th>Description of the document of the country of origin</th>
<th>Document demanded on the Public Notice</th>
<th>Item of the Public Notice in which the document is requested</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

[Bidder]
[Notarized Signature of the Accredited Representative]
Exhibit 9-B
Model Declaration of Inexistence of Equivalent Document

[Place], [●] [●], 2013.

To
National Land Transport Agency - ANTT
Brasília, Distrito Federal, Setor de Clubes Esportivos Sul - SCES, lote 10, trecho 03,
Projeto Orla Polo 8, CEP 70200-003

Ref.: Concession Tender n. [●]/2013 – Declaration of Absence Equivalent Document

Dear all,

In answer to the topic "Foreign Bidder" of Exhibit 2 in the Public Notice in reference, the [Bidder], by its representative undersigned, hereby declares, under penalty of the applicable law, that the documents, listed below, required in the Public Notice do not have equivalent document in the country of origin of the company (NAME AND QUALIFICATION).

<table>
<thead>
<tr>
<th>Description of the document that does not have equivalent in the country of origin</th>
<th>Item of the Public Notice in which the document is requested</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

[Bidder]
[Notarized Signature of the Accredited Representative]
Exhibit 10

Submission of Bid Security

Este Exhibit in due course will be made available at BM&FBOVESPA’s website, at www.bmfbovespa.com.br.
Exhibit 10-A
Terms and Conditions Minimum of Insurance Guarantee

1 Holder

Bidder.

2 Insurance

National Land Transport Agency - ANTT.

3 Purpose of the Insurance

Ensure the indemnity, in the amount of R$ \[ \bullet \], in the case of the Bidder closeout any of their obligations under the Law or the Public Notice, including the case of it be convened to sign the Concession Contract and does not do so within the time limit set out in the Public Notice and conditions offered, or if the Bidder come to withdraw from this Bidding, in accordance with the terms of this Public Notice.

4 Instrument

Guarantee Insurance Policy issued by insurer duly constituted and authorized to operate by the Superintendence of Private Insurance - SUSEP, observing the terms of normative acts of SUSEP.

5 Value of the Guarantee

Value of the Guarantee Insurance Policy should foresee the amount of indemnification of R$ \( \bullet \) (\( \bullet \) reais).

6 Term

The Guarantee Insurance Policy should have minimum term of duration of 1 (one) year from the Date for Receipt of Envelopes, renewable under the assumptions set out in Public Notice \[ \bullet \] /2013

7 Additional Provisions

The Guarantee Insurance Policy should contain the following additional provisions:

(i) Statement of the Insurer who knows and accepts the terms and conditions of the Public Notice n. \[ \bullet \] / 2013;
(ii) (ii) a Statement of the Insurer that will perform the payment of the amounts referred to here within a maximum period of 30 (thirty) days, counted from the date of delivery of all documents related by the Insurer as necessary to the characterisation and the adjustment of the claim; and

(iii) (iii) Confirmed the noncompliance by the Policyholder of obligations covered by the Guarantee Insurance Policy, the Insured Person shall be entitled to require the Insurer the indemnity due, when result unsuccessful notification made to the Policyholder.

The terms that have not been expressly defined in this Exhibit shall have the meanings assigned to them in the Public Notice.
Exhibit 10-B

Bank Guarantee Template

[place], [●] [●], 2013.

To

National Land Transport Agency - ANTT

Brasília, Distrito Federal, Setor de Clubes Esportivos Sul - SCES, lote 10, trecho 03, Projeto Orla Polo 8, CEP 70200-003

Ref.: Concession Tender n. [●]/2013 – Bank Guarantee Letter

1 By this Letter of Guarantee, the Bank [●], with head office in [●], inscribed in the CNPJ/MF under n. [●] ("Guarantor Bank"), directly by itself and its eventual successors, it undertakes before the ANTT as guarantor solidarity of [●], with its head office in [●], entered in the CNPJ/MF under n. [●] ("Secured Party "), with the express waiver of rights provided for in articles 827, 835, 837, 838 and 839 of the Federal Law n. 10,406, of January 10, 2002 ("Brazilian Civil Code"), and Article 595 of the Code of Civil Procedure, by the faithful fulfillment of all the obligations undertaken by the Secured Party in the procedure described in Public Notice [●]/2013, whose terms, provisions and conditions the Guarantor Bank declares expressly understand and accept.

2 Obliges the Guarantor Bank to pay ANTT the total value of R$ [●] ("Guarantor") in the case of the Bidder's organ closeout any of its obligations under the Law or the Public Public Notice, including if convened to sign the Concession Contract does not do so within the time limit set out in the Public Notice and conditions offered, or if the Bidder comes to withdraw from this Bidding, in accordance with the terms of this Public Notice.

3 It obliges, still, the Guarantor Bank, in the context of value identified above, for the damage caused by the Secured Party, including, but not limited to fines imposed by ANTT related to bidding, committing themselves to pay for these losses when they are required, within a maximum of 48 (forty-eight) hours, counted from receipt, by Guarantor Bank, written notification forwarded by ANTT.

4 The Guarantor Bank does not claim any objections or opposition of Secured Party or by it invoked for the purpose of whether bluster about the fulfillment of the obligation assumed before the Union, the Ministry of Transport and ANTT, under the terms of this Letter of Guarantee.

5 On the assumption that ANTT takes legal action to require the fulfillment of the obligation referred to in this Letter of Guarantee, the Guarantor Bank is obliged to pay the arbitral, judicial or extrajudicial expenditure.
6 The Bail shall be valid for a period of 1 (one) year, counted from the last day of the Date for Receipt of Envelopes, as the conditions mentioned in item 12.2 of Public Notice no. [●]/2013.

7 Declares the Guarantor Bank:

(i) the present Letter of Guarantee is properly accounted for, observing all the regulations of the Central Bank of Brazil currently in force, in addition to meet the precepts of the Banking Legislation applicable;

(ii) the signatories of this instrument are authorized to provide the Bail in his name and on his own responsibility; and

(iii) is authorized by the Central Bank of Brazil to dispatch letters of guarantee, and that the value of this Letter of Guarantee, in the amount of R$ [●] ([●] reais), is within the limits that are authorized by the Central Bank of Brazil.

8 This Database is obliged, before considering unsuccessful this bail, to obtain from ANTT, confirmation of the release of the Bidder in relation to obligations now guaranteed. The forum for all and any action or execution of this Letter of Guarantee will be, expressly waiving any other, even if more privileged, the Federal District.

9 The terms which have not been expressly set forth in this Letter of Guarantee shall have the meanings assigned to them in Public Notice [●]/2013.

[Notarized Signature(s) of the Accredited Representative (s)]

Witnesses

__________________________  __________________________
Name: __________________________
R.G.: __________________________
Exhibit 11

Bidding Procedures Manual

This Exhibit in due course will be made available at BM&FBOVESPA’s website, at www.bmfbovespa.com.br.
Exhibit 12

Minimum Content of the Intermediation Agreement between the Bidder and its Its Accredited Broker

This Exhibit in due course will be made available at BM&FBOVESPA's website, at www.bmfbovespa.com.br.
Exhibit 13
Formal Operational Commitment of Payment of Fees

This Exhibit in due course will be made available at BM&FBOVESPA’s website, at www.bmfbovespa.com.br.
Exhibit 14

Model Statement Preparation Independent Economic Proposal

[Place], [●] [●], 2013.

To

National Land Transport Agency - ANTT

Brasília, Distrito Federal, Setor de Clubes Esportivos Sul - SCES, lote 10, trecho 03,
Projeto Orla Polo 8, CEP 70200-003

Ref.: Concession Tender n. [●]/2013 – Statement Preparation Independent Economic Proposal

Dear all,

(Identification of the Accredited Representative), as representative duly constituted by [Bidder], hereafter called ("Bidder"), for the purposes of the provisions in item 12.12 (iii) of the Concession Tender n. [●]/2013, declares, under penalty of the law, in particular the art. 299 of the Brazilian Penal Code, that:

(a) the Economic Proposal submitted to participate in the Bidding Process was drawn up independently by the Bidder, and the content of the Economic Proposal was not, in whole or in part, directly or indirectly, informed, discussed or received from any other potential entrant or in fact the Bidding, by any means or by any person;

(b) the intention to submit the Economic Proposal to participate in the Bidding was not informed, discussed or received from any other potential entrant or in fact of the Bidding, by any means or by any other person;

(c) did not try, by any means or by any person, influence the decision of any other potential entrant or in fact the Bidding as to participate or not of that event;

(d) the content of the Economic Proposal submitted to participate in the Bidding will not, in whole or in part, directly or indirectly, be reported or discussed with any other potential entrant or in fact the Bidding prior to the award of the object of the Concession;

(e) the content of the Economic Proposal submitted to participate in the Bidding will not, in whole or in part, directly or indirectly, informed, discussed or received from any part of the Federal Government, the Ministry of Transport or the ANTT before the official opening of Economic Proposals; and

(f) is fully aware of the content and extent of this declaration and holds full powers and information for signing it.

[Bidder]

[Notarized Signature of the Accredited Representative]
Exhibit 15
Letter of Statement Analysis of Proposed Economic and Suitability for Financial Institution

[Place], [●] [●], 2013.

To
National Land Transport Agency - ANTT

Brasilia, Distrito Federal, Setor de Clubes Esportivos Sul - SCES, lote 10, trecho 03,

Projeto Orla Polo 8, CEP 70200-003

Ref.: Concession Tender n. [●]/2013 – Statement Analysis of Proposed Economic and Suitability for Financial Institution

Dear all,

1 By this letter, the (name of financial institution or entity) ("Financial Institution"), a financial institution that advises the [Bidder], hereafter called ("Bidder"), in accordance with item 29 of the Table VIII of Exhibit 2 of the Public Notice n. [●]/2013 ("Public Notice"), declares, for all legal purposes, that it examined the business plan that contributed to the drafting of the Economic Proposal presented by the Bidder and attests to its viability and feasibility under the aspects of assembling the financial undertaking.

2 The Financial Institution declares that examined the business plan that contributed to the drafting of the Economic Proposal drawn up by the Bidder under all its financial aspects, having faced the methodology of assembling the financial undertaking in light of the best market practices, and conducted the questioning and investigations that it deemed necessary for its analysis, assuming, for both, the accuracy and completeness of the data and surveys used by the Bidder organ as the basis for the preparation of Economic Proposal.

3 In this way, and in answer to item 29 of Table VIII of Exhibit 2 of the Public Notice, the Financial Institution attests, in relation to the Economic Proposal of the Bidder:

(i) the feasibility and practicability, provided that kept all the assumptions and parameters adopted therein; and

(ii) the consistency of statements and financial data submitted.

4 Based on all the above, and since that are kept the assumptions and parameters adopted in the business plan which contributed to the drafting of the Economic
Proposal presented to us by the Bidder, we attest and assert its viability and feasibility under the financial aspects, which will be presented by Bidder in the Bidding.

___________________________

[Bidder]

[Notarized Signature of the Accredited Representative]

___________________________

[Financial Institution]

[Notarized Signature(s) of the Accredited Representative(s)]

Witnesses

___________________________

Name: __________________________
R.G.: __________________________

___________________________

Name: __________________________
R.G.: __________________________
Exhibit 16
Letter of Statement of Analysis of Economic Proposal and Suitability by Independent Auditor

[Place], [●] [●], 2013.

To
National Land Transport Agency - ANTT
Brasília, Distrito Federal, Setor de Clubes Esportivos Sul - SCES, lote 10, trecho 03,
Projeto Orla Polo 8, CEP 70200-003

Ref.: Concession Tender n. [●]/2013 – Letter of Statement of Analysis of Economic Proposal and Suitability by Independent Auditor

Dear all,

1 By this letter, the (qualification of independent auditor) ("Independent Auditor"), independent audit that advises the [Bidder], hereafter called ("Bidder"), declares, for all due purposes, which examined the business plan that supported the preparation of the Economic Proposal submitted by the Bidder and attests to their suitability under the aspects Brazilian accounting and tax, in accordance with item 30 of Table VIII Exhibit 2 of the Public Notice n. [●] /2013 ("Public Notice").

2 The Independent Auditor declares that he examined the business plan which contributed to drafting of the Economic Proposal drawn up by the Bidder under all its aspects accounting and tax, having faced the methodology, demonstrations and accounting data and tributaries provided for the light of the best market practices, and conducted the questioning and investigations that it deemed necessary for its analysis, assuming, for both, the accuracy and completeness of data and surveys used by the Bidder as the basis for the drafting of the Economic Proposal.

3 In this way, and in answer to item 30 of Table VIII of Exhibit 2 of the Public Notice, the Independent Auditor attests, in relation to the Bidder’s Economic Proposal:

(i) the suitability, if kept all the assumptions and parameters adopted therein;

(ii) the consistency of statements and accounting and Brazilian tributary data presented.

Based on all the above, and if kept the assumptions and parameters adopted in the Economic Proposal submitted to us by the Bidder, we attest and assert its suitability.
under the accounting and tax aspects, which will be presented by the Bidder in the Bidding.

[Bidder]
[Notarized Signature of the Accredited Representative]

[Independent Auditor]
[Notarized Signature(s) of the Accredited Representative(s)]

Witnesses

__________________________  _______________________
Name:                      Name:
R.G.:                      R.G.:
Exhibit 17

Minimum Content of the Non-Disclosure Agreement between the Bidder and Financial Institution or Independent Auditor

[Place], [●] [●], 2013.

To

National Agency for Land Transport - ANTT
Brasília, Distrito Federal, Setor de Clubes Esportivos Sul - SCES, lote 10, trecho 03,
Projeto Orla Polo 8, CEP 70200-003

Ref.: Concession Tender n. [●]/2013– Non-Disclosure Agreement

1 DEFINED TERMS

1.1 Unless it is defined differently in this Exhibit, the defined terms have the same meaning used in the Public Notice n. [●] / 2013 (“Public Notice”).

1.1.1 Institution: is the [name and identification of the financial institution or independent auditor].

1.1.2 Representors are: (i) the directors and employees of the Institution, and (ii) the consultants, lawyers, auditors, accountants, agents, intermediaries and other persons who, through the institution will have access to Information only to evaluate the feasibility and appropriateness of the business plan that supported the development of the Bidder’s Economic Proposal.

1.1.3 Information: is the information provided by the Bidder to the Institution, to issue letter stating (viability or suitability) the Bidder’s Economic Proposal.

1.1.3.1 The term Information does not include public information, so considered that:

(i) were in the public domain at the time of its disclosure to the Institution;

(ii) have become public domain after its disclosure to the Institution, provided that such disclosure was not made by the Institution, their Representative or other participant having access to Information;

(iii) already belonged to the archives of the Institution, in non-confidential basis, or that have been independently developedby the Institution, as applicable, prior to its provision by the Bidder to the Institution or their Representative(s); or
(iv) become available to the **Institution**, in non-confidential basis, by sources other than the **Bidder**, provided that such source is not prohibited to transmit the **Information** to the **Institution**.

### 2 OBLIGATIONS OF THE INSTITUTIONS

#### 2.1 Confidentiality: the **Institution** and its **Representative(s)** undertake to keep the **Information** secret, not transmitting or revealing to third parties that are not its **Representative(s)**.

2.1.1 The obligation to maintain confidentiality, set forth in item 2.1, includes:

(i) does not use the **Information** for any other purpose than those related with the participation of the **Bidder** in the **Bidding**;

(ii) does not discuss before or with third parties about the **Information** (the **Representative(s)** are not considered third parties);

(iii) not to use, disclose, reveal or dispose, in any form, of the **Information**, which is not to evaluate the participation of the **Bidder** in the **Bidding**, fulfilling, yet, to adopt the misgivings and adequate precautions to prevent the improper use by any of the **Representative(s)**; and

(iv) record and keep confidential all copies, reproductions, summaries, analysis or announcements regarding the **Information** or on-them-based, and shall return them to the **Bidder**, within 15 (fifteen) days from the request.

2.1.2 Any **Information** which, perhaps, are retained by the **Institution** shall remain subject to the provisions of this **Confidentiality Agreement**.

2.1.3 The **Institution** shall notify the **Bidder**, promptly and prior to any disclosure, about any administrative or judicial determination, come from Autarchy or another regulatory body, which obliges it to disclose the **Information**, even partially.

#### 2.2 Other obligations related to the **Information**: the **Institution** and any of its **Representative(s)**, from the date of receipt by the **Bidder** of this term, and up to the date of delivery of the **Proposal Economic**, undertake to:

(a) does not issue a letter stating that the viability or suitability of the **Bidder’s Economic Proposal**, as items 29 and 30 of Table VIII Exhibit 2 **Public Notice**, in favor of other Bidder's organ(s); and

(b) refrain from the practice of any other act that may result, directly or indirectly, in use not suitable for **Information**.

#### 2.3 Responsibility: the **Institution**, which, by itself or by its **Representative(s)**, has breached the obligations provided for in this term, in particular those listed in items 2.1 and 2.2 of this **Confidentiality Agreement**, parties under obligation to compensate and reimburse the **ANTT** and the **Bidder** for losses, damages and/or costs incurred which are arising from or related to
such violation, without any limitation.

3 GENERAL PROVISIONS

3.1 The Institution and/or any of its Representative(s) are exempt from any legal obligation or responsibility with regard to the realization of the Bidding, except for the obligations assumed in this Confidentiality Agreement.

3.2 The non-exercise of rights here assured does not import in resignation to the same, being regarded as mere tolerance for all purposes of law.

3.3 This term will be governed by the laws of the Federative Republic of Brazil.

3.4 With the exception of the obligations provided for in item 5.2.2 the obligations provided for in this term will be valid until the date of signing of the Concession Contract.

3.5 In the case the Institution is a legal person with head office outside of the Institution, in this act, shall appoint and constitute as your attorney (name and full qualification), with specific powers to receive citations and subpoenas, in the form of art. 213 and following of the Code of Civil Procedure Brasileiro.

3.6 Is elected the forum of the Judicial Section of the Federal District as the only competent to settle any issues related to the terms of the present, and renouncing, since already, the Institution, its Representative(s) and the Bidder, to any other more privileged that is.

3.7 This Confidentiality Agreement represents the understanding of the Institution with respect to the confidentiality of Information, and any modifications to this term or resignation to the terms and conditions herein contracted must oblige the Institution or the Bidder, not be that such modifications and/or waivers are approved, in writing, by each of the parties and by ANTT.

________________________________________________________________________

[Bidder]

[Notarized Signature of the Certified Representative]

________________________________________________________________________

[Institution]

[Notarized Signature(s) of the Certified Representative(s)]

Witnesses

________________________________________________________________________

Name: ___________________________ Name: ___________________________

RG: ___________________________ RG: ___________________________
Exhibit 18

Model Letter of Financial Capability Statement

[place], [●] [●], 2013.

To

National Land Transport Agency - ANTT
Brasília, Distrito Federal, Setor de Clubes Esportivos Sul - SCES, lote 10, trecho03,
Projeto Orla Polo 8, CEP 70200-003

Ref.: Concession Tender n. [●]/2013 – Model Letter of Financial Capability Statement

Dear all,

In answer to item 31 of the Table VIII of Exhibit 2 of the Public Notice in reference, the (Bidder), by its undersigned Accredited Representative, declares, under penalty of the applicable legislation, that it offers or has the ability to obtain sufficient financial resources to fulfill the obligations of their intake of own resources and of third parties necessary to achieve the object of the Concession. It declares, in addition, that (i) has the ability to employ all necessary insurance to achieve the object of the concession and (ii) offers or has the ability to obtain the resources for the meeting in domestic currency, at the very least, R$ 173,000,000.00 (one hundred and seventy-three million reais) in the capital until the date of signature of the Contract and more R$173,000,000.00 (one hundred and seventy-three million reais) until the first year of the Concession, as defined and described in the Contract.

__________________________________________________________
[Bidder]
[Notarized Signature of the Accredited Representative]
Exhibit 19
Draft Concession Agreement
[to be inserted in due time]
Exhibit 20

Referential Trace