

AGREEMENT N° [•]/[•]

EXHIBIT K - ENVIRONMENTAL AND WORKS LICENSING GUIDELINES

INTERNATIONAL COMPETITION No. 001/2026

STATE OF MINAS GERAIS

**PROCESS No. 1260.01.0235354/2025-76
INTERNATIONAL PUBLIC TENDER No. 01/2026
SCHOOL INFRASTRUCTURE PPP**

INDEX

1. INTRODUCTION	3
2. ENVIRONMENTAL LICENSING AND ENVIRONMENTAL LIABILITIES.....	5
3. URBAN LICENSING	10
4. FINAL PROVISIONS.....	11

PROCESS No. 1260.01.0235354/2025-76
INTERNATIONAL PUBLIC TENDER No. 01/2026
SCHOOL INFRASTRUCTURE PPP

1. INTRODUCTION

- 1.1.** The purpose of this EXHIBIT is to set forth the guidelines for the environmental and urban licensing of the EDUCATIONAL UNITS, when required, as well as the guidelines related to the approval of intervention projects for renovations and constructions, as indicated in this EXHIBIT, which shall be observed for the preparation of architectural and engineering designs and for the execution of works under the responsibility of the CONCESSIONAIRE, as provided in EXHIBIT A - SCHEDULE OF RESPONSIBILITIES FOR WORKS, its APPENDICES and AGREEMENT.
- 1.2.** The CONCESSIONAIRE will be responsible for obtaining all licenses, authorizations, permits and other documents of an environmental and urban nature necessary for the execution of the object of the CONCESSION, and shall, throughout the CONCESSION TERM, adapt its procedures and technical instructions, whenever the environmental, urban and cultural heritage protection legislation in force is updated, amendment, revocation, derogation or any form of modification or expansion of its text, bearing the respective expenses arising therefrom, observing the provisions of the AGREEMENT and EXHIBIT J - RISK ALLOCATION MATRIX applicable to the preservation of the economic and financial balance.
- 1.3.** The provisions of item 1.2 include all licenses, authorizations, certificates and permits of any nature required for the regular development of the CONCESSION, before the competent municipal, state and federal public bodies and entities, and must meet, among others, the following rules and any others that replace, regulate or interpret them:
- a) Federal Complementary Law No. 140/2011;
 - b) Federal Law No. 6,938/1981;
 - c) Federal Law No. 9,985/2000;
 - d) Federal Law No. 12,651/2012;
 - e) Municipal Law No. 9,725/2009 (Building Code of the Municipality of Belo Horizonte – applies as a legal reference for municipalities with similar regulations).

PROCESS No. 1260.01.0235354/2025-76
INTERNATIONAL PUBLIC TENDER No. 01/2026
SCHOOL INFRASTRUCTURE PPP

- f) Municipal Law No. 11,181/2019 (Master Plan of the Municipality of Belo Horizonte – for other municipalities, replace according to current local legislation).
- g) Federal Decree No. 4,340/2002 – Regulates articles of the National Environmental Policy Law (Law No. 9,985/2000 – SNUC).
- h) State Decree No. 47,383/2018 – Regulates environmental licensing within the scope of SISEMA – MG.
- i) CONAMA Resolution No. 001/1986 – Provides for criteria for environmental impact assessment;
- j) CONAMA Resolution No. 237/1997 – Regulates environmental licensing;
- k) CONAMA Resolution No. 307/2002 – Establishes guidelines for the management of civil construction waste.
- l) CONAMA Resolution No. 420/2009 – Establishes criteria for evaluating soil quality regarding the presence of chemical substances/
- m) COPAM Normative Resolution No. 217/2017 – Establishes criteria for environmental licensing in the State of Minas Gerais.
- n) COPAM Normative Resolution No. 74/2004 – Provides for procedures for the preparation of Environmental Impact Studies and Environmental Impact Reports (EIA/RIMA).
- o) Federal Decree-Law No. 25/1937 – Provides for the protection of historical and artistic heritage, applicable to interventions in listed assets in the State of Minas Gerais under the responsibility of the State Institute of Historical and Artistic Heritage of MG – IEPHA/MG.
- p) ABNT NBR 16636 – Elaboration and development of specialized technical services for architectural and urban projects – Architecture; and
- q) Other applicable federal, state and municipal technical standards and regulations, including those defined by the Minas Gerais State Department of Education, the Minas Gerais Military Fire Department, Health Surveillance and other regulatory entities.

PROCESS No. 1260.01.0235354/2025-76
INTERNATIONAL PUBLIC TENDER No. 01/2026
SCHOOL INFRASTRUCTURE PPP

- 1.4.** The responsibility of the GRANTING AUTHORITY in obtaining the authorizations, permits, licenses and other documents necessary for the execution of the object of the CONCESSION is limited to the provisions of the AGREEMENT and this EXHIBIT.
- 1.4.1.** In the context of obtaining licenses, authorizations, permits, and other documents necessary for the execution of the object of the CONCESSION, the CONCESSIONAIRE will have the support of the GRANTING AUTHORITY for dialogue with other bodies and entities of the PUBLIC ADMINISTRATION.
- 1.4.2.** It will be up to the GRANTING AUTHORITY to make its best efforts to support the interlocution, without this characterizing a change in the allocation of risks provided for in the AGREEMENT and in EXHIBIT J - RISK ALLOCATION MATRIX.
- 1.5.** The environmental, urban planning and cultural heritage protection guidelines provided for in this EXHIBIT do not exclude the CONCESSIONAIRE's responsibility to comply with the legislation in force under the terms of the activities developed in the execution of the AGREEMENT, and it is its sole responsibility to carry out the surveys, studies and analyses necessary for the execution of the object of the CONCESSION.
- 1.6.** Unless expressly provided otherwise in this EXHIBIT, terms in capital letters and not otherwise defined shall have the same meanings attributed to them in the AGREEMENT, in accordance with EXHIBIT I - GLOSSARY of TENDER NOTICE, and the provisions defined in the AGREEMENT regarding the interpretation of the defined terms shall also apply.

2. ENVIRONMENTAL LICENSING AND ENVIRONMENTAL LIABILITIES

- 2.1.** It shall be the sole and exclusive responsibility of the CONCESSIONAIRE to carry out the environmental licensing process(es), if required by the competent authority(ies), for all activities related to the object of the CONCESSION, as well as to obtain, at its own cost and risk, the environmental licenses necessary for the implementation of the CONCESSION,

PROCESS No. 1260.01.0235354/2025-76
INTERNATIONAL PUBLIC TENDER No. 01/2026
SCHOOL INFRASTRUCTURE PPP

and to maintain and renew them, as applicable, throughout the entire CONCESSION TERM.

2.2. The refurbishment works under the responsibility of the CONCESSIONAIRE are not subject to State-level Environmental Licensing, due to the absence of such activity in the Single Annex of COPAM Normative Deliberation No. 217/2017, pursuant to Article 8, item XIV, of Complementary Law No. 140/2011; State Law No. 21.972/2016, particularly Article 14, item I; and State Decrees No. 46.953/2016 and 47.383/2018, considering the wording in force on the date of publication of the TENDER NOTICE.

2.2.1. If the legislation referred to in sub-item 2.2 is amended after the date of publication of the TENDER NOTICE, the CONCESSIONAIRE shall consult the competent state environmental authority to ensure the environmental regularity of the activity to be carried out.

2.3. The refurbishment works under the responsibility of the CONCESSIONAIRE are not subject to Municipal-level Environmental Licensing, due to the absence of such activity in the Single Annex of COPAM Normative Deliberation No. 213/2017, pursuant to Article 9, item XIV, “a”, of Complementary Law No. 140/2011; State Law No. 21.972/2016, particularly Article 14, item II; and State Decrees No. 46.953/2016 and 47.383/2018, considering the wording in force on the date of publication of the TENDER NOTICE.

2.3.1. It is the responsibility of the CONCESSIONAIRE to consult the applicable municipal environmental legislation and the competent municipal environmental authority of the municipality where the respective EDUCATIONAL UNIT is located, in order to ensure the environmental regularity of the activities to be carried out under the CONCESSION.

2.3.2. If the legislation referred to in sub-item 2.3 is amended after the date of publication of the TENDER NOTICE, the CONCESSIONAIRE shall consult the competent municipal environmental authority to ensure the environmental regularity of the activities to be carried out.

2.3.3. In the event that changes to the applicable municipal environmental

PROCESS No. 1260.01.0235354/2025-76
INTERNATIONAL PUBLIC TENDER No. 01/2026
SCHOOL INFRASTRUCTURE PPP

legislation and regulations result in the requirement of environmental licensing for the refurbishment and/or operation of the EDUCATIONAL UNITS, the CONCESSIONAIRE shall be responsible for conducting the environmental licensing process with the competent authorities and shall submit the environmental licenses issued to the State Department of Education within 10 (ten) days from their issuance.

2.4. The exemption from environmental licensing shall not relieve the CONCESSIONAIRE from obtaining any other environmentally related authorizations, permits, or grants that may be required under the applicable legislation, under penalty of the imposition of penalties set forth in the AGREEMENT and its EXHIBITS, particularly EXHIBIT I - PENALTIES, without prejudice to any applicable legal sanctions.

2.4.1. In the event the removal of tree specimens is required within the CONCESSION AREA, the CONCESSIONAIRE shall obtain the applicable Authorization for Vegetation Suppression (ASV) (or equivalent document), when required, from the competent municipal authority, and shall comply with all environmental conditions and compensatory measures required therein and imposed under the APPLICABLE LAW, as well as the provisions of EXHIBIT A - SCHEDULE OF RESPONSIBILITIES FOR WORKS;

2.4.2. Item 2.4.1 shall also apply whenever municipal legislation requires the issuance of an Authorization for Earth Movement (or equivalent document), when applicable, due to the volume of soil to be moved in connection with the refurbishment works of each EDUCATIONAL UNIT.

2.5. Provided that the CONCESSIONAIRE has taken all appropriate measures to obtain the environmental licenses, authorizations, and permits within a period of up to 4 (four) months from the ORDER TO COMMENCE THE EDUCATIONAL UNIT of each EDUCATIONAL UNIT, any delay for which it has not culpably or willfully contributed shall result in the suspension of penalties

PROCESS No. 1260.01.0235354/2025-76
INTERNATIONAL PUBLIC TENDER No. 01/2026
SCHOOL INFRASTRUCTURE PPP

applicable to the CONCESSIONAIRE due to delays in delivering the works of the affected EDUCATIONAL UNIT and in the adjustment of the impacted contractual deadlines, ensuring the preservation of the economic-financial balance under the terms of the AGREEMENT and EXHIBIT J - RISK ALLOCATION MATRIX.

- 2.6.** Should the construction of EDUCATIONAL UNIT(S) be decided within the scope of CONTINGENT INVESTMENTS authorized pursuant to Clause 33 of the AGREEMENT, the CONCESSIONAIRE shall be responsible for conducting the environmental licensing process before the competent authorities and shall submit any environmental licenses and authorizations that may be required to the GRANTING AUTHORITY within 10 (ten) days from their issuance, ensuring the preservation of the economic-financial balance under the terms of the AGREEMENT and EXHIBIT J – RISK ALLOCATION MATRIX.
- 2.7.** The NOTICE TO PROCEED for the EDUCATIONAL UNITS shall not be issued unless all environmental licenses, authorizations, grants, and permits required under the APPLICABLE LAW have been previously obtained, under penalty of application of the contractual penalties and any applicable legal sanctions, subject to the allocation of risks under the AGREEMENT and EXHIBIT J - RISK ALLOCATION MATRIX.
- 2.8.** CONCESSIONAIRE shall be solely and exclusively responsible for renewing all applicable environmental licenses, authorizations, permits, and grants, to ensure compliance with the applicable environmental legislation throughout the entire AGREEMENT.
- 2.9.** Subject to the provisions of this EXHIBIT, the CONCESSIONAIRE shall be solely and exclusively responsible for complying with and fully bearing the costs associated with any environmental conditions that may be imposed by the environmental authorities, as well as for the full remediation of any environmental damage caused as a result of activities carried out within the scope of the CONCESSION.
- 2.10.** The CONCESSIONAIRE shall comply with the APPLICABLE LAW governing Permanent Preservation Areas (APP) and the maintenance of Legal Reserve areas, pursuant to Federal Law No. 12,651/2012, and shall obtain, when

PROCESS No. 1260.01.0235354/2025-76
INTERNATIONAL PUBLIC TENDER No. 01/2026
SCHOOL INFRASTRUCTURE PPP

required, authorization for intervention in Permanent Preservation Areas from the competent environmental authorities and comply with any environmental conditions that may be imposed by such authorities.

- 2.11.** The CONCESSIONAIRE shall comply with the APPLICABLE LAW governing Conservation Units, notably Federal Law No. 9,985/2000 (National System of Conservation Units – SNUC) and CONAMA Resolution No. 428/2010, and, as applicable, obtain the authorizations required by the managing authorities of Conservation Units located within or around the CONCESSION AREA.
- 2.12.** The CONCESSIONAIRE shall require that companies engaged to carry out the management and final disposal of solid waste generated during the works hold all applicable environmental licenses, permits, authorizations, and other relevant documentation.
- 2.13.** The CONCESSIONAIRE shall be responsible for all risks related to the recovery, prevention, correction, and management of environmental liabilities and/or irregularities whose triggering event occurs after the issuance of the ORDER TO COMMENCE THE EDUCATIONAL UNIT of each EDUCATIONAL UNIT, subject to the allocation of risks established under the AGREEMENT and EXHIBIT J - RISK ALLOCATION MATRIX.
- 2.14.** In the event that a situation is identified that has the potential to cause environmental damage within the CONCESSION AREA, the CONCESSIONAIRE shall adopt all measures and actions necessary to prevent its materialization, whenever possible, as well as to mitigate and remediate its effects once materialized, in accordance with the provisions of the AGREEMENT.
- 2.14.1.** In the event described in item 2.14, the CONCESSIONAIRE shall notify the GRANTING AUTHORITY, within 5 (five) days of the identification of the situation with potential to cause environmental damage, and shall prepare and submit to the GRANTING AUTHORITY an action plan aimed at mitigating and correcting the identified risk situation within 15 (fifteen) days from the date of its identification.

PROCESS No. 1260.01.0235354/2025-76
INTERNATIONAL PUBLIC TENDER No. 01/2026
SCHOOL INFRASTRUCTURE PPP

2.14.2. The GRANTING AUTHORITY may indicate adjustments and/or additions to the action plan submitted by the CONCESSIONAIRE, and shall do so within 10 (ten) days from the date of its submission by the CONCESSIONAIRE.

2.15. If the risk situation described in Clause 2.14 may compromise the health and/or physical integrity of the members of the SCHOOL COMMUNITY, the CONCESSIONAIRE shall immediately adopt all necessary measures to contain the identified environmental risk, including, as applicable, isolating the affected area and relocating students to other areas of the EDUCATIONAL UNIT.

3. URBAN LICENSING

3.1. The CONCESSIONAIRE shall be responsible for carrying out the urban-planning permitting process, whenever required by the competent authorities, as well as for obtaining, at its own cost and risk, all licenses necessary for the implementation of the CONCESSION, and for maintaining and renewing them, as applicable, throughout the entire CONCESSION TERM.

3.1.1. The provisions of sub-item 3.1 include licenses, authorizations, certificates, permits, and any other documents of an urban-planning nature, including those related to the protection of historical heritage, that are necessary for the proper execution of the refurbishment works before the competent public authorities and entities. The CONCESSIONAIRE shall comply with the urban-planning legislation in force in the Municipalities of the State of Minas Gerais where the EDUCATIONAL UNITS are located.

3.1.2. Even if refurbishment works do not require urban-planning permitting with respect to the EDUCATIONAL UNITS, the CONCESSIONAIRE shall ensure compliance with sub-item 3.1 regarding the eventual construction of EDUCATIONAL UNITS determined within the scope of CONTINGENT INVESTMENTS pursuant to Clause 33 of the AGREEMENT.

3.2. If the CONCESSIONAIRE has submitted all the documents and fulfilled all legal requirements necessary to obtain the urban-planning licenses within 4 (four)

PROCESS No. 1260.01.0235354/2025-76
INTERNATIONAL PUBLIC TENDER No. 01/2026
SCHOOL INFRASTRUCTURE PPP

months from the ORDER TO COMMENCE THE EDUCATIONAL UNIT of each EDUCATIONAL UNIT, any delay to which it has not culpably or willfully contributed shall result in the suspension of penalties applicable to the CONCESSIONAIRE and in the adjustment of the affected contractual deadlines, while ensuring the preservation of the economic-financial balance under the terms of the AGREEMENT and EXHIBIT J - RISK ALLOCATION MATRIX.

- 3.3.** The OPERATION ORDER shall not be issued unless the CONCESSIONAIRE has previously obtained all urban-planning licenses, authorizations, grants, and permits required under the APPLICABLE LAW.
- 3.4.** The CONCESSIONAIRE shall be solely and exclusively responsible for renewing all applicable urban-planning licenses, authorizations, permits, and grants, in order to ensure compliance with urban-planning legislation throughout the entire CONCESSION TERM.
- 3.5.** Subject to the provisions of this EXHIBIT, the CONCESSIONAIRE shall be solely and exclusively responsible for complying with, and fully bearing the costs of, any urban-planning conditions that may be imposed by the competent authorities.
- 3.6.** If the construction of EDUCATIONAL UNIT(S) is decided within the scope of CONTINGENT INVESTMENTS authorized pursuant to Clause 33 of the AGREEMENT, the CONCESSIONAIRE shall be responsible for conducting the urban-planning permitting process with the competent authorities and shall submit any urban-planning licenses and authorizations required to the GRANTING AUTHORITY within 10 (ten) days from their issuance, ensuring the preservation of the economic-financial balance under the terms of the AGREEMENT and EXHIBIT J - RISK ALLOCATION MATRIX.

4. FINAL PROVISIONS

- 4.1.** This EXHIBIT is for reference purposes only, and the CONCESSIONAIRE shall be responsible for complying with all legal and regulatory requirements and with all conditions established by the competent authorities, including non-municipal

PROCESS No. 1260.01.0235354/2025-76
INTERNATIONAL PUBLIC TENDER No. 01/2026
SCHOOL INFRASTRUCTURE PPP

authorities where applicable, for the issuance of the respective licenses, permits, authorizations, and environmental, urban-development, and heritage-protection grants necessary for the implementation of the CONCESSION and for compliance with all applicable regulation.

- 4.2.** Under no circumstances may the CONCESSIONAIRE rely on the provisions of this EXHIBIT to exempt itself from its obligation to obtain all licenses, permits, authorizations, and environmental grants required under the APPLICABLE LAW.