



**EXHIBIT VII - COOPERATION AGREEMENT No. 01/2012
AND PROGRAM AGREEMENT**

INTRA-FEDERATIVE COOPERATION AGREEMENT No. 01/2012

COOPERATION AGREEMENT ENTERED INTO BY THE STATE OF BAHIA AND THE CITIES OF SALVADOR AND LAURO DE FREITAS, PURSUANT TO ART. 241 OF THE FEDERAL CONSTITUTION.

FOR THE JOINT PLANNING OF CONSTRUCTION, IMPLEMENTATION AND OPERATION OF THE INTEGRATED SYSTEM OF URBAN INTERCITY PASSENGER TRANSPORTATION INVOLVING THE INTEGRATION OF PUBLIC SERVICE OF URBAN PASSENGER TRANSPORTATION, AMONG OTHER OBLIGATIONS.

WHEREAS:

- I. the responsibility of the State of Bahia to provide the intercity public transportation services, provided for in art. 11, section X, of the Constitution of the State of Bahia;
- II. the responsibility of the State of Bahia to provide urban intercity public transportation services under the aforementioned provision of the Constitution of the State of Bahia, based on arts. 21, XX and 25, §§ 1 and 3, of the Federal Constitution, governed by federal act No. 12.587, of January 3, 2012,
- III. the need for expansion of public transportation services in the Metropolitan Region of Salvador, in order to perform the public policies relating to urban mobility;
- IV. the need to provide modern and efficient public transportation services to allow faster access to the International Airport of Salvador Deputado Luís Eduardo Magalhães and the interconnection of the City of Salvador to the City of Lauro de Freitas;
- V. the investments already made by the City of Salvador and by the State of Bahia in the construction and implementation of Line 1 of the Underground Railway (Subway) of Salvador (“Line 1”), nearing completion in the Lapa/North Access (*Lapa/Acesso Norte*) section and of the works in the North Access/Pirajá (*Acesso Norte/Pirajá*) section, and the need to incorporate it, on a physical, fare and operational basis, into a transportation system that expands its performance and its demand, both from the operating point of view and from the economic rationality point of view;
- VI. technical surveys carried out under SEDUR Interest Expression Procedure No. 01/2011 (“PMI” - *Procedimento de Manifestação de Interesse*), sponsored by the State of Bahia, which demonstrated the need for construction, implementation and operation of an integrated urban intercity public transportation system (“**STRUCTURING URBAN INTERCITY SYSTEM**”), including, (i) the corridor (dedicated lane) between Lapa and Pirajá, with completion, implementation and operation of Line 1; (ii) the corridor linking line 1 and the city of Lauro de Freitas by construction, implementation and operation of line 2 of the Underground Railway of Salvador (Line 2), (iii) implementation and operation of urban passenger public transportation services in Salvador and Lauro de Freitas, respectively, so as to feed the referred Underground Railway lines, as well as the suburban train systems, in technical terms defined by the Mobility Committee (MC) referred to in Clause Four.
- VII. the responsibility of the Cities of Salvador and Lauro de Freitas for the provision of urban public transportation services, either directly, indirectly or by associated management;
- VIII. the need for legal certainty for public and private investments aiming at the implementation of the said **STRUCTURING URBAN INTERCITY SYSTEM**;
- IX. technical and financial and economic feasibility of construction, implementation and operation of Line 2 and operation of Line 1, by engaging a public-private partnership, as demonstrated in the bids

collected in SEDUR Interest Expression Procedure n° 01/2011, respective;

X. the interest of the cities of Salvador and Lauro de Freitas to plan and to manage, together with the State of Bahia, the passenger urban intercity public transportation services seeking to gradually implement the physical and fare integration between the urban public transportation lines and networks involving feeding the **STRUCTURING URBAN INTERCITY SYSTEM**;

XI. conurbation between the cities of Salvador and Lauro de Freitas.

The **STATE OF BAHIA**, a legal entity governed by public law, registered with CNPJ (Brazilian Ministry of Finance's Corporate Taxpayer Registry) under number 05.457.349/0001-70, hereby represented by its Governor, **Mr. JAQUES WAGNER**, hereinafter referred to as "State of Bahia" or "State", the **CITY OF SALVADOR**, a legal entity governed by public law, registered with CNPJ under number 13.927.801/0001-49, hereby represented by the Mayor-in-chief in the city of Salvador, **PROF. EDVALDO PEREIRA DE BRITO**, hereinafter referred to as "City of Salvador", and the **CITY OF LAURO DE FREITAS**, a legal entity governed by public law, registered with CNPJ under number 13.927.819/0001-40, hereby represented by the Mayor of the City of Lauro de Freitas, **Mrs. MOEMA ISABEL PASSOS GRAMACHO**, hereinafter referred to as "City of Lauro de Freitas", jointly referred to as "Parties",

NOW THEREFORE

sign this Intra-federative Cooperation Agreement governed by the following clauses.

CLAUSE ONE - COOPERATION

The Cities of Salvador and Lauro de Freitas and the State of Bahia shall cooperate, in accordance with this agreement, making their best efforts for planning the management and the operation, the construction, implementation and operation of the **INTEGRATED URBAN INTERCITY PUBLIC TRANSPORTATION SYSTEM**, under Federal Law No. 12.587/2012, comprising:

I - STRUCTURING URBAN INTERCITY SYSTEM

composed of:

- a) corridor (dedicated lane) between Lapa and Pirajá, with the completion, implementation and operation of Line 1 of the Underground Railway of Salvador (Line 1);
- b) corridor connecting line 1 and the City of Lauro de Freitas, through construction, implementation and operation of line 2 of the Underground Railway of Salvador (Line 2);
- c) other corridors (dedicated lanes) to be defined by the State and Cities involved and directly related to SEDUR Interest Expression Procedure No. 01/2011, respective,

II - AUXILIARY FEEDING SYSTEM including public transportation lines with maximum extension of 5 km (five kilometers) to feed the **STRUCTURING URBAN INTERCITY SYSTEM** to be remunerated solely by the fare the railway users are charged, through fare integration with other urban passenger public transportation systems, regulated, respectively, by the cities of Salvador and Lauro de Freitas.

III - MUNICIPAL SYSTEM OF SALVADOR AND LAURO DE FREITAS comprising the set of urban passenger public transportation, which could be subject to amendments to this covenant, in order to gradually be integrated into the **STRUCTURING URBAN INTERCITY SYSTEM**.

IV - URBAN INTERCITY ROAD SYSTEM, comprising the set of Lines of urban passenger public

transportation between the cities of Salvador and Lauro de Freitas.

CLAUSE TWO - ASSOCIATED PLANNING

It is hereby authorized the associated planning (**ASSOCIATED PLANNING**), of mandatory compliance between the cities of Salvador and Lauro de Freitas and the State of Bahia for the regulation, planning and control of urban passenger public transportation services aimed at the **STRUCTURING URBAN INTERCITY SYSTEM**, the **AUXILIARY FEEDING SYSTEM**, the **MUNICIPAL SYSTEM OF SALVADOR AND LAURO DE FREITAS**, and the **URBAN INTERCITY ROAD SYSTEM** (together **TRANSPORTATION SYSTEMS**).

§1. As a result of **ASSOCIATED PLANNING**, the cities of Salvador and Lauro de Freitas and the State of Bahia are hereby authorized to negotiate and enter into among themselves, in accordance with relevant legislation, contracts or commitments of programs covering donation, assignment, granting the use of assets and all other administrative acts required for the fulfillment of the purposes of this agreement.

§2. The contract or commitment to the program may be entered into by entities governed by public or private law, which comprise the direct or indirect administration of the contracting parties;

§3 The planning of the **TRANSPORTATION SYSTEMS** shall be developed in compliance with the principle of non-competition between means of transportation or systems by prioritizing the complementation of their respective functions.

CLAUSE THREE - MANAGEMENT

Based on the **ASSOCIATED PLANNING**, each contracting party shall manage the Transportation System according to their respective legal responsibilities, namely;

- a) The **STRUCTURING URBAN INTERCITY SYSTEM** shall be managed by the State of Bahia;
- b) The **AUXILIARY FEEDING SYSTEM** shall be managed by the State of Bahia, through formal, irrevocable and non-reversible delegation of the Municipal Government of Salvador, throughout the duration of the Agreement, excluding bidding and procurement of concessionaires, except for as set out at the end of sub-item IV of Clause 5 of this agreement;
- c) The **URBAN INTERCITY ROAD SYSTEM** of inter-city circulation shall be managed by the State of Bahia, through contractual fare charge;
- d) The **MUNICIPAL SYSTEM OF SALVADOR AND LAURO DE FREITAS** shall be managed by the respective Cities of Salvador and Lauro de Freitas, upon contractual fare charge.

CLAUSE FOUR - MOBILITY COMMITTEE (MC)

It is hereby instated the Mobility Committee composed of ten (10) members, Secretaries or civil servants appointed formally by the respective Chief of the Executive Branch, namely three (3) appointed by the city of Salvador, two (2) appointed by the city of Lauro de Freitas, and five (5) appointed by the State of Bahia, under the federative “standard”, where this composition is so quantified only concerning the different assignments of each political entity resulting from this agreement, in order to:

I - approve the planning and design of the minimum structure of lines comprising the **AUXILIARY FEEDING SYSTEM**, in order to make them technically, economically and financially viable,

determining: (i) the value of the integration fare, (ii) integration fare apportioning between the underground railway concessionaire and the **AUXILIARY SYSTEM** concessionaires; and (iii) method and/or formula and base month for fare adjustment valid for all contracts of the **AUXILIARY FEEDING SYSTEM**, as set out in arts. 8 et seq. of Federal Law No. 12.587/2012;

II - set technical parameters for the rationalization and periodic review, including fare, of the various **TRANSPORTATION SYSTEMS** under this agreement;

III - set technical parameters for the provision of public transportation services, according to the various **TRANSPORTATION SYSTEMS**, in order to prevent competition between them, making them economically viable, preventing losses of public transportation services to users;

IV - plan and submit to the heads of the respective Executive Branches the fare integration policy contemplating the various passenger **TRANSPORTATION SYSTEMS**;

V - identify the assets and liabilities represented by municipal assets that may be transferred to the State, after agreement between the contracting parties, in compliance with the fiscal responsibility law and with legislative authorization, for purposes of construction, implementation, operation or mere integration of the **STRUCTURING URBAN INTERCITY SYSTEM**, under the relevant legislation.

VI - study and propose, in accordance with the respective Tax Codes, to the heads of the respective Executive Branches, the adoption of tax measures of exemption of the costs of construction, implementation and operation of the **URBAN INTERCITY SYSTEM**, as well as the **AUXILIARY FEEDING SYSTEM**, the **MUNICIPAL SYSTEM OF SALVADOR AND LAURO DE FREITAS** and of the **URBAN INTERCITY ROAD SYSTEM**;

VII - propose technical solutions concerning the possible creation of an entity comprising the Indirect Government or formalizing of a public consortium for management, implementation and monitoring of PPP contracts and/or of Concession under the relevant legislation;

VIII - set the time limits of the activities of the Mobility Committee (MC) and the master schedule of the undertaking for the performance of works, funding and release of funds, expropriations, licensing, supply of goods, implementation, testing and other activities of cooperation necessary for the implementation of the **STRUCTURING URBAN INTERCITY SYSTEM**;

§1. The Mobility Committee shall act by simple majority and with the presence of at least seven (7) members;

§2. Each member shall be entitled to only one (1) vote. In the event of a tie, the matter shall be the subject of consideration and resolution of the Governor of the State on issues pertinent to the **STRUCTURING URBAN INTERCITY SYSTEM**, the **AUXILIARY FEEDING SYSTEM** and the **URBAN INTERCITY ROAD SYSTEM**. On issues relating to the **MUNICIPAL SYSTEM OF SALVADOR AND LAURO DE FREITAS**, the respective city is ensured the right to veto the relevant resolutions.

§3 Participation in the Mobility Committee shall not be compensated, but it shall be considered as provision of public services relevant for all purposes;

§4. In accordance with the relevant legislation applicable, the Cities can, by acts of the respective Executive Branches, donate, transfer or assign to the State movable property, real estate, infrastructure and equipment that the Mobility Committee may identify and request as necessary for the construction, implementation, operation or integration of a **STRUCTURING URBAN INTERCITY SYSTEM**, notably those of Line 1;

§5. The **Mobility Committee** shall make their best efforts to comply with the time limits referred to in item VIII of this clause.

CLAUSE FIVE - RESPONSIBILITIES OF THE CONTRACTING PARTIES

For the implementation of this agreement, the city of Salvador shall:

I - complete the construction and implementation of Line 1 by 10.31.2013;

II - conduct, at its own expense and at its sole discretion, in the exercise of its constitutional responsibilities, the experimental tests, in this Line 1, and, during this period, run the tests and commissioning of the rolling stock, starting immediately the following stages, namely: pre-operation, assisted operation;

III - transfer, under the specific law, to the State, all movable property, real estate, infrastructure and equipment of Line 1 by 12/15/2013, subject to item V, clause four, of this agreement, and shall, however, allow access to the works of intersection between Lines 1 and 2 on the date to be laid down in the schedule of works of Line 2;

IV - license city road interventions as required to achieve the objectives of this Agreement;

V - delegate formally, irrevocably and non-reversibly, throughout the period of the concession, the management, especially operational and fare, of the **AUXILIARY FEEDING SYSTEM** of the **STRUCTURING URBAN INTERCITY SYSTEM** to the State, authorizing it, also, to engage concessionaires, for the **AUXILIARY FEEDING SYSTEM**, if six months before delivery of the works the subject matter of the bidding, for any reason, has not been awarded;

VI - promote, subject to relevant legal provisions, within the period of six (6) months from the signing of this Agreement, the bidding and engagement of concessionary companies for the operation of urban lines under its responsibility, including the future feeding system, where the Invitation to Bid shall note that there will be a period of transition and adjustment due to the amount of time that will elapse between the award of the concession and the commencement of operation of the underground railway Line 1 and Line 2, in order to adapt the provision of services of the winning bidder to the full implementation of the **STRUCTURING URBAN INTERCITY SYSTEM** with the **AUXILIARY FEEDING SYSTEM**.

VII - make its best efforts to meet the propositions and recommendations of the Mobility Committee on the schedule indicated by it or present substantiated reasons not to comply;

VIII - ensure, under the relevant legislation, the assignment, concession, donation, permission to use public assets when requested by the Mobility Committee and as required to achieve the purpose of this agreement;

Sole paragraph. The State may assume in whole or in part the obligation specified in item I of this clause, if the Mobility Committee should find, incidentally, the impossibility or great difficulty of the city of Salvador to bear those obligations within the deadlines set out under Federal Law No. 12.587/2012.

CLAUSE SIX - RESPONSIBILITIES OF THE CONTRACTING PARTIES

For the implementation of this agreement, the city of Lauro de Freitas shall:

I - change the path or traffic rules on public roads enabling the provision of feeding services of the **STRUCTURING RAPID TRANSIT SYSTEM** or the extension of this System;

II - license road interventions in the city as necessary to achieve this Agreement;

III - delegate formally, irrevocably and non-reversibly, throughout the period of the concession, the management, especially operational and fare, of the **AUXILIARY FEEDING SYSTEM** of the

STRUCTURING RAPID TRANSIT SYSTEM to the State, authorizing it, also, to engage concessionaires, for the **AUXILIARY FEEDING SYSTEM**, if six months before delivery of the works the subject matter of the bidding, for any reason, has not been awarded;

IV - make its best efforts to meet the propositions and recommendations of the Mobility Committee on the schedule indicated by it;

V - promote, subject to relevant legal provisions, within the period of six (6) months from the signing of this Agreement, the bidding and engagement of concessionary companies for the operation of urban lines under its responsibility, where the Invitation to Bid shall note that there will be a period of transition and adjustment due to the amount of time that will elapse between the award of the concession and the commencement of operation of the underground railway Line 1 and Line 2, in order to adapt the provision of services of the winning bidder to the full implementation of the **STRUCTURING RAPID TRANSIT SYSTEM** and the **AUXILIARY FEEDING SYSTEM**.

VI - ensure, under the relevant legislation, the assignment, concession, donation, permission to use public assets when requested by the Mobility Committee and as required to achieve the purpose of this agreement.

CLAUSE SEVEN – RESPONSIBILITIES OF THE CONTRACTING PARTIES

For the implementation of this agreement, the State of Bahia shall:

I – contribute through own resources derived from financing or funds received from the Federal Government because of classification into incentive programs or entering into specific agreements and arrangements and through private resources from bidding and public-private partnerships, all necessary financial investment for the construction, implementation and operation of Line 2 and operation of Line 1 of the **STRUCTURING URBAN INTERCITY SYSTEM**;

II – govern and control the operation of the **STRUCTURING URBAN INTERCITY SYSTEM** and of the **AUXILIARY FEEDING SYSTEM**, subject to the planning established by the Mobility Committee;

III – undertake its best efforts in order to implement fare and physical integration of the **STRUCTURING URBAN INTERCITY SYSTEM** with the other municipal passenger **TRANSPORTATION SYSTEMS**.

IV – provide technical support as well as fund external consulting studies needed to perform the functions of the Mobility Committee;

V – make its best efforts to apply funds to physical interventions on roads and streets aiming at urban transportation operating optimization of Salvador and Lauro Freitas of the feeding process to the underground railway favoring the geometry of feeding lines and their fluidity, proximity and ease of access to the walkways of the underground railway stations.

VI – deliver to the Contracting Parties, within sixty (60) days of signing this agreement, the minimum structure of the **AUXILIARY FEEDING SYSTEM**, with the descriptions of the quantitative of lines and their outlines, which can subsequently be complemented by the Mobility Committee, under Clause 4, I;

VII – implement the proposals and recommendations of the Mobility Committee on the schedule indicated by it;

VIII – send, when legally necessary, to the State legislative branch, the bills necessary to perform the subject matter of this covenant.

CLAUSE EIGHT - OBLIGATIONS

The parties agree to implement this agreement and assume that any breach by one of them authorizes the other to go to court to claim the obligations set out herein.

§1. The parties assume, also, that breach of obligations by one of them does not authorize the other to breach its obligations, except in case of material impossibility to fulfill it;

§2. The parties expressly agree that any delay or non-compliance with the obligations laid down in this document, as the case may be, may lead to claims for damages by the other party;

§3. If the City of Salvador fails to complete the works of Line 1, within the deadlines indicated in Clause 5 of this agreement, the State may, at its option, take over the performance of the services possibly missing, subject to the provisions of item V of CLAUSE FOUR and item II of CLAUSE FIVE.

§4. The parties shall take on the financial burden required for the attainment of the purpose of this agreement, within the limits of their obligations, subject to the provisions of Complementary Law 101 of May 4, 2000, and of the budget law of this financial year, and shall, to that effect, adopt the necessary legislative and administrative actions for the fulfillment of the provisions of the budget rules and public finance, including those that will have repercussions on the next financial years.

CLAUSE NINE – DURATION

This agreement shall remain in force for an indeterminate period.

CLAUSE TEN – TERMINATION OF THE AGREEMENT

The parties may not terminate this agreement, except in the case where the breach of obligations by one of the parties will definitely compromise the achievement of the objectives set forth herein or will put at risk the continuity of services after the implementation and commencement of the operation of the STRUCTURING RAPID TRANSIT SYSTEM.

Sole paragraph. The parties may not terminate this agreement unilaterally and shall resort to proper jurisdictional provision of the State for the performance of the assumption provided for in the head provision of this clause.

CLAUSE ELEVEN - PUBLICATION, RATIFICATION AND INSTATEMENT OF THE COMMITTEE

Within ten (10) days following the date this instrument is entered into, the City of Salvador, the City of Lauro de Freitas and the State of Bahia agree to:

I - arrange for the publication of this entire agreement in the official press;

II - send, under the Law, to the City Councils and to the Legislative Assembly of the State this agreement to be ratified or approved, unless the signing of that adjustment is already previously authorized by the respective legislative house;

III - instate the Mobility Committee.

CLAUSE TWELVE – JURISDICTION

The controversies and disputes arising out of this Agreement shall be settled by the Court of Appeals of the State of Bahia, in accordance with the procedure provided for by art. 123, item I, “j”, of the Constitution of the State of Bahia.

In witness whereof, the parties have signed this agreement in three (3) copies of equal content and form, before the witnesses listed below.

Salvador, January 20, 2012.

JAQUES WAGNER

Governor of the State

EDVALDO PEREIRA DE BRITO

Mayor-in-chief of the City of Salvador - BA

MOEMA GRAMACHO

Mayor of the City of Lauro de Freitas – BA

WITNESSES

PROGRAM AGREEMENT

The STATE OF BAHIA, a legal entity governed by public law, registered with CNPJ (Brazilian Ministry of Finance's Corporate Taxpayer Registry) under number 05.437.349/0001-70, hereby represented by its Governor, Mr. JAQUES WAGNER, hereinafter referred to as STATE OF BAHIA or STATE, the CITY OF SALVADOR, a legal entity governed by public law, registered with CNPJ under number 13.927.801-0001, hereby represented by its Mayor, Mr. ANTONIO CARLOS PEIXOTO DE MAGALHÃES NETO, hereinafter referred to simply as CITY OF SALVADOR, and the CITY OF LAURO DE FREITAS, a legal entity governed by public law, registered with CNPJ under number 13.927.819-0001, hereby represented by its Mayor, Mr. MÁRCIO ARAPONGA PAIVA, referring to this party as the CITY OF LAURO DE FREITAS, and, as Intervening Party, COMPANHIA DE TRANSPORTE DE SALVADOR, a publicly-held company established in accordance with Municipal Law number 4.130, of June 29, 1990, linked to the Municipal Urban Planning and Transportation Department, registered with CNPJ under number 03.231.999-78, hereby represented by its President, Mr. JORGE KHOURY HEDAYE, hereinafter referred to as CTS, enter into this PROGRAM AGREEMENT, subject to the conditions referred to below:

Whereas:

- I. The responsibility of the STATE OF BAHIA to provide intercity public transportation services, as provided for in article 11, item X, of the Constitution of the State of Bahia;
- II. The responsibility of the STATE OF BAHIA to provide public transportation services in accordance with the aforementioned provision in the State Constitution, pursuant to articles 21, item XX and 25 §§ 1 and 3 of the Federal Constitution, governed by Law 12.587, of January 3, 2012;
- III. The provisions of article 241 of the Federal Constitution of 1988, as well as of article 13 of Law number 11.107, of April 6, 2005 and of Law number 12.587, of January 3, 2012;
- IV. The need for expansion of public transportation services in the Metropolitan Region of Salvador, in order to perform the public policies relating to urban mobility;
- V. The need to provide modern and efficient public transportation services to allow faster access to the International Airport of Salvador Deputado Luís Eduardo Magalhães and the interconnection of the City of SALVADOR to the City of LAURO DE FREITAS;
- VI. The investments already made by the City of SALVADOR and by the STATE OF BAHIA in the construction and implementation of Line 1 of the UNDERGROUND RAILWAY (Subway) of Salvador (Line 1), nearing completion in the Lapa/North Access (Lapa/Acesso Norte) section and of the works in the North Access/Pirajá (Acesso Norte/Pirajá) section, and the need to incorporate it, on a physical, fare and operational basis, into a transportation system that expands its performance and its demand, both from the operating point of view and from the economic rationality point of view;
- VII. The technical surveys carried out under SEDUR Interest Expression Procedure No. 01-2011 ("PMI" - *Procedimento de Manifestação de Interesse*), sponsored by the STATE OF BAHIA, which demonstrated the need for construction, implementation and operation of a structuring integrated urban intercity public transportation system, referred to as SALVADOR AND LAURO DE FREITAS RAILWAY SYSTEM - SMSL, hereinafter referred to simply as UNDERGROUND RAILWAY,

including: (i) the Lapa-Pirajá corridor (dedicated lane), with completion, implementation and operation of Line 1; (ii) the corridor linking line 1 and the CITY OF LAURO DE FREITAS, until the injunction of Avenida Beira Rio with Estrada do Coco (Ba 099) as per Exhibit IV, of SEDUR Interest Expression Procedure number 01/2011, by construction, implementation and operation of line 2 of the Underground Railway of Salvador (line 2).

VIII. The responsibility of the Cities of SALVADOR and LAURO DE FREITAS for the provision of urban public transportation services, either directly, indirectly or by associated management;

IX. The need for legal certainty for public and private investments aiming at the implementation of the UNDERGROUND RAILWAY;

X. Technical and financial and economic feasibility of construction, implementation and operation of Line 1 (section 2) and Line 2 and operation of Line 1 (section 1), by engaging a public-private partnership, as demonstrated in the bids collected in SEDUR Interest Expression Procedure number 01-2011, respective;

XI. The possibility of expansion of Line 1 to Cajazeiras-Águas Claras, allowing the future interconnection with Simões Filho; and development of studies aimed at the implementation of mass transportation in means to be defined, allowing connection to Pituba and Barra, as well as interconnection of the Suburban Train to the underground railway system;

XII. The conditions laid down in INTRA-FEDERATIVE COOPERATION AGREEMENT No. 01/2012, signed between the STATE OF BAHIA and the Cities of Salvador and Lauro de Freitas and the need for future adequacy to the public interest;

CLAUSE ONE - PURPOSE

This AGREEMENT aims to govern the provision of underground railway public transportation service, as well as provide for the integration with passenger public transportation lines of the cities of SALVADOR and LAURO DE FREITAS.

CLAUSE TWO - CONDITIONS FOR SERVICE PROVISION

I. The provision of the services referred to in Clause One shall comply with the following steps and procedures:

I.1. Bidding and procurement of completion and operation of Line 1, section 1, and construction, implementation and operation of Lines 1, section 2, and Line 2;

I.2. Operation of the UNDERGROUND RAILWAY.

II. The bidding procedure contemplated in sub-item I. 1 shall be led by the STATE OF BAHIA, which may assign the contract to a publicly-held company or consortium, if such entity is properly incorporated and provided that such a possibility is contemplated in the invitation to bid.

III. The integration of the UNDERGROUND RAILWAY shall be held by the urban lines that make up the public transportation system of Salvador and Lauro de Freitas, involving all existing means and those that may be built.

CLAUSE THREE - TRANSFER OF COMPANHIA DE TRANSPORTES DE SALVADOR-CTS.

In order to make the physical and operational integrated management of the railway transportation systems feasible, it is hereby agreed that the CITY OF SALVADOR shall transfer all of its shares in CTS, and the STATE OF BAHIA shall receive them and shall take the shareholding control of CTS, with its respective rights and obligations, in the manner and in the conditions to be established between the parties involved, and shall take the actions necessary for the implementation of such an action and subject to the time limits laid down herein.

Paragraph One - The financial and equity evaluation of CTS, held by the STATE OF BAHIA, through due diligence, shall be subject to assessment and evaluation of its terms by the CITY OF SALVADOR.

Paragraph Two - The STATE OF BAHIA shall take over, after this program agreement is entered into, the management of CTS, and shall be responsible for all the obligations of the company, in order to ensure the operational continuity of the Company.

CLAUSE FOUR - ASSETS REQUIRED BY THE SYSTEM

I. In order to make the steps and procedures set out in Clause Two of this Program Agreement feasible, and in order to allow greater functionality to public transportation systems, the CITY OF SALVADOR shall adopt the necessary actions so that the following is assigned to the STATE OF BAHIA, in the manner and under the conditions to be agreed upon by mutual agreement:

a) the following passenger terminals: Rodoviária Urbana (Urban Bus Station), Iguatemi, Acesso Norte (North Access), Mussurunga and Pirajá, for a period of thirty (30) years, renewable on the same terms of the contract as a result of the bidding referred to in Clause Two;

b) other areas to be identified and as necessary for the implementation of the UNDERGROUND RAILWAY, subject to prior consent of the CITY.

II. The STATE OF BAHIA shall take over the terminals listed above, within sixty (60) days after signing the Underground Railway Concession Agreement, or within one hundred eighty (180) days of signing this Agreement, whichever occurs first.

III. The STATE OF BAHIA shall arrange for proper refurbishment of the passenger terminals assigned to it, giving them the necessary equipment to meet their purposes, in the various means of transportation, as per the designs previously sent to be appreciated by the CITY OF SALVADOR, it being understood that the absence of manifestation of that entity, within forty-five (45) days, shall entail tacit approval.

IV. The STATE OF BAHIA shall also keep the above-mentioned terminals in perfect conditions of safety and functionality, ensuring the use of facilities, by the CITY OF SALVADOR, in activities related to the management and monitoring of the Bus Public Transportation System (STCO - *Sistema de Transporte Coletivo por Ônibus*);

V. The STATE OF BAHIA shall be responsible for the management of future passenger terminals of the STCO built under the concession contract of the UNDERGROUND RAILWAY, which will be part of its assets, guaranteeing to the CITY OF SALVADOR the use of these facilities to operate its transportation system;

VI. In view of the functionality of the UNDERGROUND RAILWAY, the STATE OF BAHIA may, by common agreement with the CITY OF SALVADOR, disable, either temporarily or permanently, any of the terminals assigned.

CLAUSE FIVE - SPECIFIC OPERATIONAL PROVISIONS OF THE TRANSPORTATION SYSTEM

I. The STATE OF BAHIA shall modify the lines of the rapid transit bus system, shifting their endpoints to Retiro, Pirajá, Mussurunga and later Cajazeiras/Águas Claras and Lauro de Freitas stations, or others that may be eventually created, conditioning such modification upon the commencement of operation of each one of the Underground Railway Stations.

I.1. The STATE OF BAHIA and the CITY OF SALVADOR shall form, within fifteen (15) days of signing this instrument, a working group with a view to carry out technical studies aimed at facilitating the integration of the rapid transit bus system, and, within thirty (30) days thereafter, a work plan containing implementation schedule of actions to be adopted must be presented.

II. The CITIES OF SALVADOR and LAURO DE FREITAS shall integrate their respective urban public transportation lines with the underground railway system, subject to the following guidelines:

II.1 - Guarantee of non-compete with the underground railway system to prevent the superposition of itineraries between means of transportation, considering the allowable space limit of up to two Underground Railway stations;

II.2 - Compliance with the maximum limit of up to two transfers per passenger, taking into account, in this case, the Bus-Underground Railway-Bus itinerary;

II.3 - Maintenance of services to users and locations currently existing and of the current open time integration within the municipal system of public transportation by bus.

III. The CITY OF SALVADOR undertakes to modify, create or extinguish urban lines currently existing that compete with the underground railway system, all aiming at integrating of STCO with the UNDERGROUND RAILWAY and operating optimization of both systems.

III. 1 Exhibit I lists, on an indicative basis, the lines that are likely to be terminated, considering the current situation of STCO.

IV. The integration of the public transportation urban lines system with the UNDERGROUND RAILWAY shall take place as follows:

IV. 1 - The UNDERGROUND RAILWAY shall trade exclusively the tickets and cards to be used solely in its system.

IV. 2 - The STCO shall trade exclusively the tickets and cards to be used solely in its system.

IV. 3 - The passengers who use the UNDERGROUND RAILWAY and the STCO, seamlessly, must buy cards valid for multiple trips, which will be sold by both, or by whom they may delegate, whose values of sale shall be credited immediately and automatically to an escrow account with a world-class financial institution indicated by the STATE AND CITY OF SALVADOR and managed by an entity defined by both.

IV. 4 - Any additional revenue in the escrow account, as defined in Item IV.3, shall be subject to regulation by means of a specific instrument to be signed by the parties prior to the implementation of the clearing system.

IV. 5 - It is hereby laid down that the buses and the UNDERGROUND RAILWAY shall use compatible operating systems, enabling the use of integration cards.

IV. 6 - A Fare Clearing House (clearing) shall be created exclusively for travel with integration, in accordance with Item IV.3 of this Clause, which shall be the joint responsibility of the STATE OF BAHIA and of the CITY OF SALVADOR, or the entity to which it will be delegated.

IV. 7 - The amounts corresponding to travel in each of the transportation means shall be cleared daily, which shall be transferred daily in the proportion of the travel made for each operator (UNDERGROUND RAILWAY and STCO), ensuring the reciprocal right of monitoring and auditing the operations.

IV. 8 - For the purpose of this clearing, the Parties set the following fares:

a) The remuneration fare from the UNDERGROUND RAILWAY to the STCO (integration fare) shall be R\$1.10 (one Brazilian real and ten cents), to be paid per equivalent passenger using each section of integration by bus from Salvador, limited to two integrations in the period of up to two (2) hours.

b) The amount to be paid by way of fare of the underground railway shall be that defined in the invitation to bid referred to in Clause Two, I, of this Agreement;

Paragraph One – It is hereby understood as equivalent passengers, for the purposes of paragraph “a”, item IV. 8, the sum of the passengers carried with the weighting corresponding to the fares for the different services, discounts or payment exemption in relation to the fare price.

Paragraph Two - The remuneration of integration shall be adjusted at the same rate and date as the price fare adjustments of the STCO, being prohibited the granting of any fare benefit to this price fare that does not extend to the integration fare.

V. The STATE OF BAHIA shall be responsible for the necessary expropriations carried out and to be held, for implementation of lines 1 and 2, and the CITY OF SALVADOR shall adopt appropriate actions for the transfer of the areas already expropriated and paid for, under its possession and domain, which are not yet part of the assets of CTS and are required for the UNDERGROUND RAILWAY.

VI. In view of technical and operational convenience to adopt a single associated management of the transportation system, the STATE OF BAHIA, the CITY OF SALVADOR, the CITY OF LAURO DE FREITAS and others of the Metropolitan Region that may be integrated, may form an entity responsible for managing the public transportation system.

VII. The CITY OF SALVADOR gives its consent to the STATE OF BAHIA to build the transversal corridors (dedicated lanes) listed in Exhibit II, being the prerogative of the CITY to set and operate the transportation system of these corridors.

VIII. It is hereby laid down that it will be implemented the integration between the underground railway system, the suburban train and the STCO, the implementation of which shall be the subject of studies and proposals between the STATE OF BAHIA and the CITY OF SALVADOR.

IX. The CITY OF SALVADOR, in the context of its responsibilities, shall adopt the actions to enable the physical integration between the systems, including by requiring, when applicable, that permittees and future concessionaires use buses with doors on the left side.

X. The operational provisions of the transportation system of the City of Lauro de Freitas shall be defined between the STATE OF BAHIA and the City of Lauro de Freitas, before the completion of the implementation of Line 2, in an amendment to this instrument.

CLAUSE SIX - OBLIGATIONS OF THE CITY OF SALVADOR AND OF THE INTERVENING PARTIES

The CITY OF SALVADOR and the CTS jointly or separately, as part of their institutional responsibilities, shall be responsible for the following duties:

I. Send, within fifteen (15) days after signing this instrument, a Bill to the City Council of Salvador with

a view to the transfer of the shares of CTS to the STATE OF BAHIA, as well as, within ten (10) days from the publication of the authorizing laws (state and municipal), transfer the ownership of that Company.

II. The CITY agrees to, after the assignment of the controlling interest by the STATE OF BAHIA, to transfer its shares and rights of COGEL and of SALTUR on CTS.

III. Submit, within fifteen (15) days after the term of this instrument, the data and documents relating to line 1, needed to carry out bidding procedures on the part of the STATE OF BAHIA.

IV. Be responsible for the completion of administrative and judicial measures of expropriation resulting from the developments related to Line 1, up to the effective transfer of responsibilities related to these procedures to the STATE OF BAHIA;

V. License road interventions in the city, under the legislation in force, as necessary for the achievement of the purposes of this Agreement.

VI. Adopt the necessary measures to comply with item II of Clause Five, including in the bidding process, which may be held for engaging the concessionary companies for operating urban lines under their responsibility;

VII. Provide, in the bidding process for the engagement referred to in the previous item, the provisions contained in Items II and III of Clause Two, where the referred competitive bidding shall have a copy of this Program Agreement, as an exhibit to the corresponding invitation to bid;

VIII. Send, within fifteen (15) days after the term of this Instrument, a Bill to the City Council of Aldermen seeking exemption from the ISS (Service Tax), or, in case of legal prohibition, reducing the tax rate to the maximum limit allowed in the Tax Legislation, for the services related to the works and installations strictly necessary for the implantation of the UNDERGROUND RAILWAY.

IX. Apply, as applicable, to the railway public transportation services, the same tax rate of ISS used for public transportation services of a municipal nature, exploited with permission or concession, as per the Municipal Tax Laws.

Sole paragraph - The CITY OF SALVADOR waives the right to the portions of the financial funds provided for in the agreements entered into with the Federal Government and CBTU – *Companhia Brasileira de Trens Urbanos* (Brazilian Company of Urban Trains), which were intended for the underground railway and rail system in the STATE OF BAHIA, with the purpose of being applied to the UNDERGROUND RAILWAY and suburban trains, without prejudice to other funds that are obtained by the State to meet these same purposes, both assuming the commitment to make the best efforts to obtain proper consent of the contracting parties.

CLAUSE SEVEN - OBLIGATIONS OF THE CITY OF LAURO DE FREITAS

The CITY OF LAURO DE FREITAS shall be responsible for the following obligations:

I. License the road interventions in the city, as necessary for the achievement of the purposes of the Covenant and of this Agreement;

II. Send, within fifteen (15) days after the term of this Instrument, a Bill to the City Council of Aldermen seeking exemption from the ISS (Service Tax), or, in case of legal prohibition, reducing the tax rate to the maximum limit allowed in the Tax Legislation, for the services related to the works and installations strictly necessary for the implantation of the UNDERGROUND RAILWAY, as well as, as applicable, for the provision of railway public transportation services on a strictly municipal level.

III. Comply with the provisions of the amendment to be entered into with the STATE OF BAHIA, which sets the rules for integration and feeding of the UNDERGROUND RAILWAY, with regard to the public transportation system with regular urban lines.

CLAUSE EIGHT - THE OBLIGATIONS OF THE STATE OF BAHIA

I. Contribute through own resources derived from financing or funds received from the Federal Government because of classification into incentive programs or entering into specific agreements and arrangements and through private resources from bidding and public-private partnerships, all necessary financial investment for the construction, implementation and operation of Lines 1 and 2 of the UNDERGROUND RAILWAY;

II. Be responsible for the maintenance of the property assigned, as provided for herein.

III. Control the operation of the UNDERGROUND RAILWAY, subject to the guidelines of this program agreement and the PPP contract to be signed with the future Concessionaire;

IV. Declare, when appropriate, public interest property, on the basis of urgency, for the purposes of expropriation or, if applicable, imposition of administrative easement, establishing administrative limitations and temporary occupation authorizations of real property to ensure the achievement and maintenance of services and works linked to this Program Agreement, thus allowing the enforcement acts of expropriation to be carried out by the Concessionaire to be engaged by the State of Bahia or by consortium or a company to be formed, under item II of Clause Two of this instrument;

V. Send, within fifteen (15) days after the term of this instrument, Bills to the Legislative Assembly of Bahia, seeking the tax exemption of the implementation and operation of the UNDERGROUND RAILWAY, levied on: a) construction materials purchased within the State for the work of the underground railway system; b) electrical energy supplied to the operational part of the underground railway system; c) provision of intercity underground railway transportation service;

VI. Send, within fifteen (15) days after signing this instrument, a Bill to the Legislative Assembly of Salvador, with a view to the transfer of the shares of CTS, as well as, within ten (10) days from the publication of the authorizing laws (state and municipal), take over the ownership of that Company.

VII. Send to the CITY OF SALVADOR, prior to the submission of the Bill covered by Clause Six, item I, a technical note describing actions and investments about the obligations described in item I of this section, in order to justify the transfer, free of charge, of all the Company's shares held by the CITY OF SALVADOR.

VIII. State in the invitation to bid to engage the completion and operation of Line 1, section 1, and construction, implementation and operation of Lines 1, section 2, and line 2, the requirement for the submission of studies for the extension of line 1 to Cajazeiras/Águas Claras, and the extensions, in means to be set, to Barra and Pituba.

IX. State in the invitation to bid the concessionaire's obligation to promote the study of the implantation of the feeding system of the UNDERGROUND RAILWAY in the City of LAURO DE FREITAS, to be held directly by the concessionaire or by the urban lines that make up the public transportation system of the City of Lauro de Freitas, involving all the existing means of transportation and that may exist in the future, by establishing, in a specific document entered into with said city, all aspects which may have an impact on transportation in the City of Lauro de Freitas.

CLAUSE NINE - FARES

The fare policy shall include the necessary provisions for drafting the invitation to bid and the subsequent PPP agreement (public-private partnership).

CLAUSE FOURTEEN - DURATION

This agreement shall remain in force for a period of thirty (30) years counted from the date it is signed, and can be extended through an amendment.

CLAUSE ELEVEN – MISCELLANEOUS

- I. This Program Agreement may be expanded, by interest of the parties, with other systems or other federal entities;
- II. The signatory federative entities to this Program Agreement shall carry out the bidding procedures entrusted to each, in accordance with this instrument;
- III. The publicly-held company that may be formed, as mentioned in Clause Two, shall be responsible for the functions of planning, supervision and administration of the payment of subsidies of the referred concession agreement of the underground railway system.

CLAUSE TWELVE - TERMINATION OF THE AGREEMENT

The parties may terminate this Agreement, unless the breach of obligations by one of them may definitely compromise the achievement of the purposes set forth herein or put at risk the continuity of the services now envisaged, in which case the party concerned shall resort to due remedy of the State.

CLAUSE THIRTEEN - PUBLICATION

Within ten (10) days following the date of execution of this instrument, the STATE OF BAHIA and the cities of SALVADOR and LAURO DE FREITAS agree to arrange for the full publication of this Agreement in their official press.

CLAUSE FOURTEEN – JURISDICTION

The controversies and disputes arising out of this instrument shall be settled by the Court of Appeals of the STATE OF BAHIA, in accordance with article 123, item “j”, of the Constitution of the State.

In witness whereof, the representatives of the parties subscribe to this document in 4 copies of equal effect and content before the witnesses listed below.

Salvador - BA, April 22, 2013

JAQUES WAGNER
Governor of the State of Bahia

**ANTONIO CARLOS PEIXOTO DE
MAGALHÃES NETO**
Mayor of the City of Salvador

MÁRCIO ARAPONGA PAIVA
Mayor of the City of Lauro de Freitas

JORGE KHOURY HEDAYE
*President of Campanhia de Transportes de
Salvador – Cts*

Witnesses:

Name:

RG number

CPF number

Name:

RG number

CPF number

EXHIBIT I

STCO LINES TO BE EXTINCT

Order Number	Current Code in STCO	LINE NAME
1	0118-00	LAPA-CAB
2	0132-00	LAPA-PATAMARES R2
3	0315-02	FAZENDA GDE RETIRO-ITAPUA
4	0321-01	MAL RONDON-BARRA
5	0326-00	BARROQUINHA-RODOVIARIA R3
6	0334-00	S CAETANO-BARRA
7	0410-01	SIEIRO-AEROPORTO
8	0422-00	PERO VAZ-ITAIGARA
9	0904-00	CONJ G MARBACK-LAPA
10	0905-00	CONJ G MARBACK-S JOAQUIM
11	0923-00	CONJ G MARBACK-BARROQUINHA
12	1010-00	MUSSURUNGA1-LAPA
13	1011-00	MUSSURUNGA 2-LAPA
14	1019-01	BAIRRO DA PAZ-LAPA
15	1020-00	BAIRRO DA PAZ-S JOAQUIM
16	1048-02	MUSSURUNGA 2 (SETOR H)/I- EST
17	1050-00	ESTAÇÃO MUSSURUNGA - LAPA
18	1055-00	EST.MUSSURUNGA -RIBEIRA/S.JOAQUIM
19	1057-00	BAIRRO PAZ - EST MUSSURUNGA R1
20	1058-00	BAIRRO PAZ - EST MUSSURUNGA R2
21	1060-01	ESTAÇÃO MUSSURUNGA - SÃO
22	1062-00	ESTMUSSUR/HOSP CENTRAL-CABULA
23	1102-00	CABULA 6-LAPA
24	1105-00	NARANDIBA\DORON-LAPA
25	1113-00	PERNAMBUES-LAPA
26	1113-02	PERNAMBUES-LAPA
27	1132-00	CABULA 6-SIEIRO R2
28	1139-00	N.S.RESGATE/ HOSPITAL CENTRAL – PITUBA
29	1207-00	TANCREDO NEVES-PITUBA
30	1215-00	ENGOMADEIRA-LAPA
31	1219-00	MATA ESCURA-LAPA
32	1219-01	MATA ESCURA-LAPA
33	1223-01	SUSSUARANA-LAPA

34	1230-00	SUSSUARANA-BARRA R1
35	1230-02	SUSSUARANA-BARRA R1
36	1230-02	SUSSUARANA-BARRA R1
37	1231-02	SUSSUARANA-BARRA R2
38	1236-00	N SUSSUARANA-LAPA
39	1238-00	JD STOINACIO-PITUBA
40	1302-00	VILA 2 DE JULHO/TROBOGY - LAPA
41	1302-01	VILA 2 DE JULHO/TROBOGY -
42	1303-02	CAST BRANCO-TERM CPO
43	1304-00	CAST BRANCO-EST LAPA
44	1304-01	CAST BRANCO-EST LAPA
45	1306-01	COLAZUL-FRANCA
46	1313-00	EST PIRAJA-LAPA
47	1317-00	PAU DA LIMA-BARROQUINHA
48	1320-00	PAU DA LIMA-NORDESTE
49	1320-00	PAU DA LIMA-NORDESTE
50	1323-00	SMARCOS-LAPA/BARRA AVENIDA
51	1335-01	EST PIRAJA-BARRA1
52	1336-00	EST PIRAJA-BARRA 2
53	1336-01	EST PIRAJA-BARRA 2
54	1336-02	EST PIRAJA-BARRA 2
55	1339-00	EST PIRAJA-S JOAQUIM
56	1348-00	CANABRAVA/NOVA CIDADE - LAPA
57	1355-01	EST PIRAJA-ITAPUA
58	1357-00	EST PIRAJA-PITUBA
59	1360-01	N BRASILIA-COMERCIO
60	1360-01	N BRASILIA-COMERCIO
61	1381-00	PAU DA LIMA-FRANCA R1
62	1386-00	N BRASILIA/JD N ESPER/7 ABRIL-BARRA
63	1386-02	N BRASILIA/JD N ESPER/7 ABRIL-
64	1388-00	EST PIRAJÁ-BARRA R3
65	1389-00	N BRASILIA/JD N ESPER-EST PIRAJA
66	1392-01	JARDIM NOVA ESPERANCA-
67	1396-00	CANABRAVA-EST.PIRAJÁ R1
68	1397-00	CANABRAVA-ESTACÃO PIRAJÁ R2
69	1402-00	CAJAZEIRA 5-AQUIDABA/LAPA

70	1410-01	CAJAZEIRA 11 - BOCA RIO
71	1418-00	CAJAZEIRA 7/6-LAPA/B. AVENIDA
72	1426-00	CAJAZEIRA 8-LAPA/BARRA
73	1426-01	CAJAZEIRA VIII-LAPA
74	1426-01	CAJAZEIRA VIII-LAPA
75	1428-00	CAJAZEIRA 11-LAPA/BARRA
76	1429-00	FAZENDA GDE1/2-BARRA/LAPA
77	1430-01	FAZENDA GRANDE 3/2-
78	1430-02	FAZENDA GRANDE 2/3 - LAPA
79	1430-03	FAZENDA GDE 3/2-LAPA/BARRA
80	1430-03	FAZENDA GDE 3/2-LAPA/BARRA
81	1436-00	CAJAZEIRA 11 - PITUBA
82	1436-00	CAJAZEIRA 11-PITUBA
83	1443-03	FAZENDA GDE 4-LAPA/BARRA
84	1452-00	FAZENDA GRANDE 4/3/2-RIBEIRA
85	1465-00	CAJAZEIRA 6/7-B AVENIDA/LAPA
86	1465-01	CAJAZEIRA 6/7-LAPA/BARRA
87	1475-00	AGUAS CLARAS - PITUBA
88	1475-00	AGUAS CLARAS - PITUBA
89	1505-01	PIRAJÁ(RV)-BARRA
90	1508-01	PIRAJA(RV)-PITUBA
91	1508-02	PIRAJÁ(RV)-PITUBA
92	1512-01	VALERIA-LAPA
93	1517-00	VALÉRIA-PITUBA
94	1517-01	VALÉRIA-PITUBA
95	1524-00	VALERIA-BARROQUIN H A
96	1538-01	CJ PIRAJÁ1 - PITUBA
97	1611-00	PARIPE-PITUBA
98	1611-01	PARIPE-PITUBA
99	1612-01	PARIPE RODOVIÁRIA
100	1644-00	BASE NAVAL/S THOME-PITUBA
101	C004-00	HOSPITAL GERAL CIRCULAR
102	H008-00	RIBEIRA-CAB
103	H019-00	IAPI/ CX D'AGUA/ CID NOVA-CAB
104	H029-00	COSME DE FARIAS/LUIS ANSELMO-CAB
105	I021-00A	CRUZEIRO /PERNAMBUE'S-CIRCULAR

106	I067-00	ALTO DAS POMBAS /S.LÂZARO-ALTO DE ONDINA
107	L309-00	ARRAIAL DO RETIRO- ITAPUÂ
108	L603-00	PRAIA FLAMENGO-KM17
109	L607-01	ITAPUÂ - CASTELO BRANCO
110	L707-00	ARRAIAL DO RETIRO - ITAPUÂ
111	S004-00	IGUATEMI-PRACA DA SE
112	S017-01	PRACA DA SE -SHOPPING
113	S031-00	BOCA DA MATA-PITUBA
114	S032-00	CAJAZEIRA 11- LAPA/ BARRA
115	S035-00	BROTAS - LAPA

EXHIBIT II

1. Transverse Corridor 1, consisting of avenues Pinto de Aguiar, Gal Costa and Ligação Pirajá-Lobato.
2. Transverse Corridor 2, consisting of avenues Orlando Gomes, 29 de Março and BA 528/Estrada da Base Naval de Aratu.