

EXHIBIT VII

GUIDELINES FOR ENTERING INTO THE COLLECTION AND ACCOUNT MANAGEMENT CONTRACT

1. INTRODUCTION

This EXHIBIT sets forth the guidelines that shall govern the instrument formalizing the contract between the PARTIES and the financial institution, hereinafter referred to as the GUARANTEE AGENT, whose **contracting** and **remuneration** shall constitute obligations of the GRANTING AUTHORITY.

The GUARANTEE AGENT shall be a financial institution holding a very high or higher quality risk rating, such as those rated by Moody's (Aaa, Aa1, Aa2, Aa3), Fitch (AAA, AA+, AA, AA-) or Standard & Poor's (AAA, AA+, AA, AA-).

It should be noted that, pursuant to subclause 29.2 of the CONTRACT, the PUBLIC GUARANTEE shall be implemented during the SYSTEM ASSISTED OPERATION period and maintained until the final liquidation of all pecuniary obligations undertaken by the GRANTING AUTHORITY under the CONTRACT.

Lastly, the private instrument for contracting the GUARANTEE AGENT executed by the PARTIES shall replace this draft and shall be attached as EXHIBIT VII to the CONTRACT.

2. ACCOUNT MANAGEMENT AND DEPOSITARY OF THE GUARANTEES

The GUARANTEE AGENT, in its capacity as administrator and manager of the LINKED ACCOUNT and the RESERVE ACCOUNT, provided for in clause 29 of the CONTRACT, is appointed, pursuant to articles 627 et seq. of the Brazilian Civil Code, as depositary of the ASSIGNED REVENUE, and shall make payment of the MONTHLY FINANCIAL CONSIDERATION and of any other pecuniary obligations, fines and/or indemnities due by CAGECE, as well as maintain the MINIMUM AMOUNT OF THE RESERVE ACCOUNT, in the manner set forth in the CONTRACT.

3. TRANSACTIONS IN THE LINKED ACCOUNT AND THE RESERVE ACCOUNT

The GUARANTEE AGENT shall open the RESERVE ACCOUNT, maintaining and operating it throughout the term of the CONTRACT, and the GRANTING AUTHORITY shall deposit therein an amount equivalent to 1.3 (one point three) times the monthly public consideration by the end of the SYSTEM ASSISTED OPERATION, in accordance with the parameters defined in the CONTRACT.

The GUARANTEE AGENT shall open the LINKED ACCOUNT, maintaining and operating it throughout the term of the CONTRACT, and shall transfer through it the ASSIGNED REVENUE arising from the CENTRALIZED ACCOUNT and consisting of RECEIVABLES, in an amount equivalent to 1.0 (one) monthly public consideration, in accordance with the parameters defined in the CONTRACT.

The GUARANTEE AGENT shall transfer, on "D+0", the excess of the RECEIVABLES, corresponding to the difference between the total amount of the RECEIVABLES and the amount of the ASSIGNED REVENUE, to the GRANTING AUTHORITY's free-movement bank account, without passing through the LINKED ACCOUNT.

The GUARANTEE AGENT shall pay the MONTHLY FINANCIAL CONSIDERATION, through the LINKED ACCOUNT, on the same business day on which the GRANTING AUTHORITY forwards the approved invoices to it, or on the first business day thereafter, in the event of banking operational impossibility.

In the event of default, and if there are insufficient funds in the LINKED ACCOUNT for full payment of the MONTHLY FINANCIAL CONSIDERATION or the amount corresponding to the comply with any other pecuniary obligations, fines and/or indemnities owed by the GRANTING AUTHORITY, the GUARANTEE AGENT shall transfer the full amount of the MONTHLY FINANCIAL CONSIDERATION and any other amounts eventually due from the RESERVE ACCOUNT to the CONCESSIONAIRE's account.

As soon as it makes the transfer, the GUARANTEE AGENT shall replenish the minimum balance of the RESERVE ACCOUNT using the resources of the ASSIGNED REVENUE from the LINKED ACCOUNT. Once the situation has been normalized, the GUARANTEE AGENT shall transfer from the LINKED ACCOUNT to the GRANTING AUTHORITY's free-movement bank account, on "D+1", the excess RECEIVABLES not allocated to replenish the reference balance of the RESERVE ACCOUNT, including any financial earnings arising from the funds deposited in the RESERVE ACCOUNT.

If the RESERVE ACCOUNT does not have a sufficient balance to pay the pecuniary obligations due, the GUARANTEE AGENT shall notify the GRANTING AUTHORITY, with a copy to the CONCESSIONAIRE, so that it may transfer the necessary amounts within 7 (seven) business days.

In the event of replacement of the modality adopted for purposes of constituting the PUBLIC GUARANTEE by another legally permitted modality that is more advantageous to the GRANTING AUTHORITY, as authorized in clause 29 of the CONTRACT, the RESERVE ACCOUNT shall be closed

by the GUARANTEE AGENT within 30 (thirty) calendar days, and the amounts deposited therein shall be transferred to the GRANTING AUTHORITY's operating account.

4. RETURN OF SECURITIES AND OTHER ASSETS

In the event of waiver or dismissal, the GUARANTEE AGENT is obliged to transfer to the new financial institution contracted by CAGECE to execute the functions of GUARANTEE AGENT all amounts held in deposit or custody upon the effective termination of its functions, under the terms of this instrument.

5. OBLIGATIONS OF THE GUARANTEE AGENT

The **GUARANTEE AGENT** is obliged to:

- i. establish the LINKED ACCOUNT, held by CAGECE, not freely movable and to be operated exclusively by the GUARANTEE AGENT, through which the amount corresponding to the ASSIGNED REVENUE of the LOT shall pass;
- ii. establish the RESERVE ACCOUNT, held by CAGECE, not freely movable and to be operated exclusively by the GUARANTEE AGENT, in which the amount corresponding to the MINIMUM AMOUNT OF THE RESERVE ACCOUNT shall be deposited;
- iii. protect the rights and interests of the parties, applying, in the exercise of its functions, the care and diligence that every diligent and honest person usually employs in the management of his or her own affairs;
- iv. administer the RECEIVABLES, the ASSIGNED REVENUE and the MINIMUM AMOUNT OF THE RESERVE ACCOUNT for the constitution of the PUBLIC GUARANTEE, including receipt of amounts in legal tender arising from income or redemptions of financial investments of such resources;
- v. notify the parties of events related to the administration of the RECEIVABLES pledged as guarantee and of the movement of the funds arising therefrom;
- vi. inspect and control, whenever necessary, the MINIMUM AMOUNT OF THE RESERVE ACCOUNT;
- vii. process the financial transfers provided for in item 3 of this exhibit;

- viii. observe all provisions of Clause 29 of the CONTRACT;
- ix. prepare periodic reports on the movement of funds and provide any information requested from it;
- x. provide a password to CAGECE and to the CONCESSIONAIRE to allow them daily electronic consultation of the movement of funds in the LINKED ACCOUNT and in the RESERVE ACCOUNT;
- xi. close the RESERVE ACCOUNT in the event of replacement of the modality adopted for purposes of constituting the PUBLIC GUARANTEE, within the deadline stipulated in this instrument and without any additional charges to CAGECE.

6. GUARANTEES DIAGRAM

- (i) CAGECE's customers pay their invoices;
- (ii) The RECEIVABLES are pooled in the CENTRALIZING ACCOUNT;
- (iii) Based on the powers granted to it, the financial institution responsible for the CENTRALIZING ACCOUNT selects the ASSIGNED REVENUE of the LOT and transfers it to the LINKED ACCOUNT, on D+0, in the contractually defined amount;
- (iv) Through the ASSIGNED REVENUE, the GUARANTEE AGENT replenishes the MINIMUM AMOUNT OF THE RESERVE ACCOUNT, if necessary;
- (v) once the ASSIGNED REVENUE has passed to the LINKED ACCOUNT, the GUARANTEE AGENT transfers the excess amounts from the CENTRALIZING ACCOUNT to CAGECE's free-movement bank account, on D+0;
- (vi) the GUARANTEE AGENT makes payment of the MONTHLY FINANCIAL CONSIDERATION on D+7, counted from CAGECE's receipt of the invoice;
- (vii) the GUARANTEE AGENT transfers the excess amounts from the LINKED ACCOUNT to CAGECE's free-movement bank account on D+0;
- (viii) In the event of default by the GRANTING AUTHORITY, the PUBLIC GUARANTEE is enforced and the GUARANTEE AGENT makes payment to the CONCESSIONAIRE on D+1, through the funds deposited in the RESERVE ACCOUNT.

