CBTU
Companhia Brasileira de Trens Urbanos
Administração Central

BRAZILIAN URBAN TRAIN COMPANY - CBTU

Brasilia,_of_____of _____

LETTER OF GUARANTEE - R$

By this Letter of Guarantee and in the best form of law, the Bank_____, headquartered at____, registered with the registration number_____, directly by himself and his eventual successors, is obliged to the **BRAZILIAN URBAN TRAIN COMPANY - CBTU**, irrevocably and irreversibly, as joint guarantor and main payer, with express waiver of the benefit established in Articles 827, 835, 838 and 839 of the company's Brazilian Civil Code _____, headquartered at_____, registered with the registration number under no. _____, for the faithful fulfillment, by the surety, of all obligations assumed by it in Contract no. -__/__, signed between **BRAZILIAN COMPANY URBAN TRAINS - CBTU** and the secured in ____ of _____of __, whose terms, clauses and conditions the guarantor Bank expressly declares to know and accept.

As a result of this Letter of Guarantee, the Bank **(.....)** Guarantor undertakes to pay the **BRAZILIAN URBAN TRAIN COMPANY - CBTU**, up to the limit of its value, equivalent to 5% (five percent) of the basic value of Contract no._-_/_, adjusted annually according to the index (the same adjustment index as the contract) from the date (date of signing the contract) signed between the parties. This value corresponds to 5% (five percent) of the total contract amount, i.e. R$_____ (_____), and will be updated until the date of its redemption, in accordance with the criteria established in the aforementioned Contract, not only the losses that are caused by its surety, but also the fines that are applied to it by the **BRAZILIAN TRAIN COMPANY URBAN - CBTU**, in relation to the aforementioned Contract, and furthermore undertakes to make the payments required under such titles, within a maximum period of 48 (forty-eight) hours, counting from the date of receipt of the communication sent to the guarantor Bank for the **BRAZILIAN URBAN TRAIN COMPANY - CBTU**.

This guarantee will be valid for 90 (ninety) days beyond the contractual term, starting from the day..... and ending ..../...../... , when the instrument will then be returned to the surety, after verifying compliance with all contractual obligations and issuing the Contract Termination Term, in accordance with item ..... of the contract Clause.

The bank _____expressly declares that it is fully aware of the terms of the notice and contractual clauses and waives the benefit of order provided for in art. 827, pursuant to item I of art. 828, both of the Brazilian Civil Code, under the terms of item __It is __of the Clause _____.

No objection or opposition from the guarantor may be admitted or invoked by the guarantor Bank and/or invoked by it, in order to excuse itself from fulfilling the obligation assumed before the **BRAZILIAN URBAN TRAIN COMPANY - CBTU**, in view of the provisions of the aforementioned Legal Diploma, under the terms of this Letter of Guarantee.

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This Bank is also obliged to pay any judicial or extrajudicial expenses, in the event of **BRAZILIAN URBAN TRAIN COMPANY - CBTU** be compelled to go to Court to demand compliance with the Bond referred to in this Instrument.

The guarantor Bank declares that this Guarantee is duly accounted for, that it meets the determinations of the Central Bank of Brazil and that it complies with the precepts of the applicable BANKING legislation; that the signatories of this Instrument are authorized to provide this Guarantee in the name and responsibility of the Guarantor Bank; that the share capital of this Bank is R$_____(_____) and that it is authorized by the Central Bank of Brazil to issue a Letter of Guarantee and that the value of this letter is within the limits authorized by the aforementioned federal body, taking into account the provisions of Ruling 597/2023-Plenary of the Court of Union Accounts.

This Letter of Guarantee was issued in a single copy.

Bank

_____ _____

Subscriptions and positions held at the Bank

NOTE: ADD:

1. Two certified copies of the Letter of Guarantee;
2. Certified copy of the Bank's Articles of Association;
2.1. Certified copy of the Minutes of the Assembly that elected the current Board of Directors, duly registered with the Board of Trade, in order to prove the legitimacy of representation of those who sign the Letter of Guarantee;
2.2. Directors' identification documents.

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