

## **ANNEX 8**

### **ACCEPTANCE CERTIFICATE AND PERMISSION TO USE ASSETS**

#### **CONCESSION FOR OPERATION, EXPANSION AND MAINTENANCE SERVICES FOR THE AIRPORT COMPLEX COMPRISING THE NORTHWEST BLOCK AND THE SOUTHEAST BLOCK**

## **ACCEPTANCE CERTIFICATE AND PERMISSION TO USE ASSETS**

The Agência Reguladora de Serviços Públicos Delegados de Transporte do Estado de São Paulo (The São Paulo State Public Transport Regulatory Agency – ARTESP), headquartered at Rua Iguatemi, 105, in the neighborhood of Itaim Bibi, São Paulo/SP – Brazil, Zip Code 01451-011, enrolled with the CNPJ/MF under no. 05.05.955/0001-91, hereinafter referred to as ARTESP,

and,

The [CONCESSIONAIRE], [QUALIFICATION], represented hereunder by its articles of incorporation, by means of Mr. [qualification], headquartered at [SPECIFY], enrolled with the CNPJ [SPECIFY], hereinafter referred to as the Concessionaire,

Hereby mutually agree as follows to the Acceptance Certificate and Permission to Use Assets (“Certificate”), in accordance with the following clauses and conditions:

### **CLAUSE 1 – PURPOSE**

1.1. The purpose of this Certificate is:

1.1.1. To enable the CONCESSIONAIRE to grant its official approval to the inventory containing all current properties and assets comprising airports which make up the Block [SPECIFY];

1.1.2. To provide a list of environmental liabilities and/or breaches that the parties are unaware of, pursuant to the terms of Clause 12.7 of the AGREEMENT ; and

1.1.3. To grant approval to use and have access, free of charge, to inventoried properties designated in the enclosed list, pursuant to the specifications mentioned in the AGREEMENT, of which this CERTIFICATE shall constitute an integral part thereof, for purposes of enabling the Concessionaire to continue to execute the awarded purpose herein.

### **CLAUSE 2 – TERM**

2.1. The term of this Acceptance Certificate and Permission to Use Assets shall begin effective its signature date and terminate on the same date that the AGREEMENT is terminated.

2.2. The term of this Certificate may be amended due to amendments made to the AGREEMENT's term.

### **CLAUSE 3 – PERMISSION REQUIREMENTS**

3.1. The Concessionaire undertakes:

3.1.1. To have inspected the aforementioned properties, and shall be accountable for the inventory's description, which shall constitute an integral part thereof, and shall additionally submit no further claims to ARTESP or the STATE OF SÃO PAULO with regard to said properties;

3.1.2. To keep the CONCESSION's asset and property list, as mentioned in this CERTIFICATE, always up-to-date, bringing all of its relevant information, including descriptions, conservation conditions and remaining life cycles throughout the CONCESSION's entire term;

3.1.3. To use grounds, equipment and properties solely for purposes of executing the purpose of the CONCESSION, with any other end use being strictly prohibited;

3.1.4. To endeavor to keep custody and conservation of grounds and equipment, so as to return them to the STATE OF SÃO PAULO in the same operating conditions they were originally transferred;

3.1.5. To carry out payment of potential fees and taxes levied, or which will be levied upon property, due to executing the AGREEMENT, including those levied upon commercial grounds of airports comprising Block [SPECIFY], in addition to expenses concerning energy and water supply, telephone services and construction sites, while additionally being liable for any and all applicable requirements posed by public authorities.

3.1.6. To occupy properties and take over their custody, as well as custody of equipment and assets starting from the signature date of this CERTIFICATE.

### **CLAUSE 4 – IMPROVEMENTS**

4.1. Any and all improvements deemed useful, necessary or superfluous, as well as crops planted and accessions, whether consented to or not, that the CONCESSIONAIRE undertakes in the grounds that are the purpose of the CONCESSION, are to be absorbed by it, whereas the CONCESSIONAIRE shall waive any rights to liens or compensation.

## CLAUSE 5 – TERMINATION

5.1. This Acceptance Certificate and Permission to Use Assets shall be terminated in accordance with the same termination events provided for under the AGREEMENT.

5.2. Termination of this Certificate shall lead to property assigned being immediately vacated and returned, under risk of the CONCESSIONAIRE being deemed guilty of disseisin, for purposes of repossessing property, in accordance with article 926 and onwards of the Civil Procedural Code, in addition to returning all equipment assigned, and notwithstanding compensation provided to the STATE OF SÃO PAULO, if applicable.

In witness whereof, the parties sign this certificate in 02 (two) counterparts of equal form before the two witnesses designated below:

[LOCATION], [DATE]

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[CONCESSIONAIRE]

By its legal representative RG no. [•]

CPF/ME under no. [•]

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[ARTESP]

By its legal representative RG no. [•]

CPF/ME under no. [•]

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Witness:  
RG no.  
CPF/ME under no.:

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Witness:  
RG no.  
CPF/ME under no.:

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Annex 8 – Airport Complex | Northwest Block and Southeast Block

**FINAL ROSTER OF PROPERTIES AND ASSETS AND INVENTORY**

<b>Description of Property</b>	<b>Conservation Condition</b>	<b>Operational Capacity</b>	<b>Additional technical specificities</b>

**ENVIRONMENTAL LIABILITIES AND/OR BREACHES NOT ACKNOWLEDGED BY THE PARTIES: [-  
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