

## **ANNEX 17**

### **PENALTIES SCHEDULE**

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

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## 1. PRELIMINARY INFORMATION

- 1.1. The application of penalties by ARTESP shall be subject to the regulations established under the AGREEMENT, to the procedures and amounts referenced in this ANNEX, the AUCTION NOTICE and the other ANNEXES, in addition to the applicable laws.
- 1.2. This purpose of this ANNEX, which complements the AGREEMENT, is to describe the conducts deemed as infringing, the penalties applying thereto and the fine values to which the CONCESSIONAIRE shall be subject, according to the terms of the AUCTION NOTICE and the AGREEMENT, notwithstanding the possibility of a sanction being applied as a result of any failure to perform any other obligations set out in the AGREEMENT or the AUCTION NOTICE, as stipulated in Clause Thirty-Eight of the AGREEMENT, and in any applicable law or regulation.
- 1.3. The rules established in this ANNEX and in the AGREEMENT are not exclusive of any rules eventually applied by ANAC or any other regulating and inspecting bodies, within the scope of their respective duties, according to the terms of the current legislation.

## 2. MISCELLANEOUS

- 2.1. The investigation of infractions, as well as the application of penalties and/or any other rights-restricting measures referenced in the AGREEMENT, save for the enforcement of precautionary measures by ARTESP, shall be preceded by the institution of sanctioning administrative proceedings, governed by State Law no. 10.177 of December 30, 1998 (“State Law no. 10.177/1998”), and shall adhere to the rules established in the AGREEMENT and its respective ANNEXES, respecting the right to adversary proceedings and the due legal process, according to the applicable law.
  - 2.1.1. ARTESP regulation about the matter, or another that eventually replaces it, shall apply to the procedures concerning the investigation of sanctioning administrative proceedings.
  - 2.1.2. The penalty application process starts with the issuance of the respective notification by ARTESP to the CONCESSIONAIRE, which shall be attached the applicable supporting documents, when warranted, and a copy of the INSPECTION REPORT referenced in Clause 38.12 of the AGREEMENT, which shall include a description of the irregularity, and an indication of the timeframe for production of a preliminary defense, as established in State Law no. 10.177/1998 and ARTESP’s regulation.
  - 2.1.3. Processing of multiple identical infractions within a single sanctioning administrative proceeding is possible, even if they refer to different AIRPORTS, in which case the eventual application of a penalty shall take into consideration the total number of infractions committed.
    - (i) In the event that identical infractions cumulate within a single sanctioning administrative proceeding, all mitigating and aggravating circumstances, as defined in this ANNEX and claimed in the preliminary defense produced by the CONCESSIONAIRE, shall be considered separately for each AIRPORT.
    - (ii) Upon confirmation of mitigating and aggravating circumstances, as established in this ANNEX, if applicable to just one or a portion of the infractions identified, ARTESP may apply the respective penalties separately.
- 2.2. The occurrence of force majeure, act of God, or any other cause dismissing performance, among other events pardoning deviant conduct and excluding culpability, as established in the AGREEMENT, under the law or in the applicable regulations, shall prevent the application of penalties stipulated in the AUCTION NOTICE and the AGREEMENT, as long as they are duly corroborated and unequivocally established during the course of the corresponding process, and

provided the event beyond the control and culpability of the CONCESSIONAIRE is the direct, immediate cause of the infringing conduct.

2.3. For the purposes referenced in section 2.2, and notwithstanding the terms of the AGREEMENT, the following definitions shall apply:

(i) **FORCE MAJEURE and ACT OF GOD:** events so defined under civil law, which are the direct, immediate cause of an infraction under the AGREEMENT;

(ii) **OTHER EVENTS PARDONING DEVIANT CONDUCT:** any situation which, even though it constitutes an infraction as established in this ANNEX or under the AGREEMENT, does not result from fault on behalf of the CONCESSIONAIRE, which has diligently taken all appropriate measures to reach a different outcome, provided all such events shall be established and proven beyond a doubt during the course of the corresponding process, as established in item 2.2 above.

2.4. In case of recurring low performance in regards to a single SQL, during a period of more than 3 (three) months, consecutive or otherwise, over a period of 12 (twelve) months, as established in the monthly reports drafted to determine the SQL, the CONCESSIONAIRE shall be subject to the corresponding penalty established in this ANNEX.

2.5. In the event that any given conduct is associated with more than one infraction, among those referenced in this ANNEX, the penalty corresponding to the most specific infraction shall apply, provided the accumulation of a more generic infraction concerning the same conduct shall not be allowed.

2.6. In the event that the infractions are expressly described and qualified in the tables presented herein, the levels and groupings of the respective penalties shall have already been established so as to apply proportionality to the context of the correlated infraction.

2.7. Concurrently with the sanctioning administrative proceeding held in view of the application of penalties established in the Infraction Classification Table, in the event that the effects of the default linger over time, ARTESP may, at its discretion, grant an additional period to allow for the correction of irregularities found by the inspection authority, according to the terms of subsection 38.7 of the AGREEMENT, which shall be technically compatible with the execution of the work or the service that failed to be delivered.

2.7.1. Failure to remedy the irregularity within the additional time period granted to the CONCESSIONAIRE may result in the institution of a new sanctioning administrative proceeding by ARTESP, and the possibility of filing a forfeiture process shall be evaluated, as established under the AGREEMENT, provided the latter is not already underway.

2.8. Application of penalties referenced in this ANNEX and their enforcement shall not prevent the application of any other sanctions established in the AUCTION NOTICE, under the AGREEMENT, and in the applicable laws and regulations, to which the CONCESSIONAIRE is subject.

2.9. The CONCESSIONAIRE shall develop, install and maintain, throughout the entire term of the CONCESSION, a digital web-based system specifically designed to manage information, data and documents relating to the penalties applied by ARTESP and the respective administrative proceedings and procedures instituted.

2.9.1. The CONCESSIONAIRE may provide access to FINANCIERS, at their request, to the system referenced in item 2.9 above.

2.10. In the event that a fine is applied, the CONCESSIONAIRE shall make the payment within no less than 10 working days, counted as of the date when it is notified about the rendering of the final administrative decision, unless a different term is stipulated, provided it shall attach the proof of payment to the records of the sanctioning administrative proceeding within the same timeframe. Failure to include the payment receipt shall entail the formalization of the expected loss event and

the filing of the respective claim with the insurer, whereas no additional arrangements shall be necessary, in addition to the possibility that corresponding amounts be charged to the CENTRALIZER ACCOUNT.

- 2.11. Failure to effect the payment of any fine applied to the CONCESSIONAIRE, within the timeframe stipulated in this AGREEMENT, shall automatically entail the levying of interest on arrears at a rate of 1% (one percent) per month and the corresponding indexation, based on the IPCA/IBGE, *pro rata die*, counted from the first day following expiration of the term stipulated through the fulfillment of the obligation. Any monetary penalties applied against the CONCESSIONAIRE shall be collected according to the current regulations, notwithstanding the possibility of registering the outstanding debt with the state CADIN and the Active Federal Debt registry.
- 2.12. The CONCESSIONAIRE understands that ARTESP may notify the respective insurer about the sanctioning administrative proceeding, in order to secure its own right to indemnification, subject to the rules established in State Law no. 10.177/1998.
- 2.13. Unless specifically provided otherwise, all terms counted shall exclude the starting day and include the ending day. Terms stipulated in hours shall be counted minute to minute.
- 2.14. For purposes of this ANNEX, “month” is defined as the period counted from its starting day through the corresponding day in the following month, as established in Federal Law no. 810/1949, currently effective.

### 3. WARNING

3.1. A warning penalty may be applied, instead of the fine penalty, in light of the commitment of a contractual infraction whose minimum monetary value stated in the Infraction Table is 0,001% (one thousandth percent), as long as the following requirements are met:

- I. the CONCESSIONAIRE shall formally request issuance of a warning, admitting to the commitment of the infraction under investigation, within the term stipulated for the production of a defense during the course of the administrative proceeding;
- II. the CONCESSIONAIRE shall show that it has taken all actions required to effectively remedy the issue, which causes the infraction to cease, subject to corroboration, by to the date of the request;
- III. the CONCESSIONAIRE shall show that it has taken all appropriate measures to prevent the occurrence of similar issues;
- IV. the infraction shall have caused no grave damages to ARTESP, or to the AIRPORT COMPLEX, the USERS and/or the service rendered; and
- V. there shall have been no recurrence, as defined in Clause 38.2 of the AGREEMENT.

### 4. PROCEDURES FOR THE APPLICATION OF FINE PENALTIES

- 4.1. Fines shall be applied as a result of infractions committed by the CONCESSIONAIRE against the provisions of the AGREEMENT and the ANNEXES, according to the rules established in this ANNEX, subject to the terms of Clause Thirty-Eight.
- 4.2. Fine values shall be computed based on a percentile of the GROSS REVENUES earned by the CONCESSIONAIRE and any of its wholly owned subsidiaries, as determined by ARTESP, during the calendar year preceding the commitment of the infraction entailing the application of the penalty.
  - 4.2.1. If the CONCESSIONAIRE has not operated airport facilities awarded to it for a whole calendar year upon the commitment of the infraction, the calculation base for the fine shall be equivalent to the annualized average GROSS REVENUES earned by the CONCESSIONAIRE

and any of its wholly owned subsidiaries during the first calendar year of the concession.

- 4.3. Tables A and B shall be observed for purposes of determining the base values of fines applied as a result of infringing conduct as specifically established in this ANNEX, according to each specific case.
- 4.4. The percentiles established in tables A and B reflect the threshold amount of the fine to be applied, provided the value of the fine applied may be lower, as the case may be and subject to the criteria established in the AGREEMENT and this ANNEX.
- 4.5. The definition of the base value of the fine to be applied as a result of any infringing conduct that is not specified in tables A and B shall be done based on the examination of the concrete situation, taking as reference, when possible, percentiles established for the infraction specified in the Infraction Table that is most similar to the infraction committed, which is not specified in the table, considering, when applicable, the following weighting criteria:
  - 4.5.1. Technical rules as well as rules governing the rendering of the service;
  - 4.5.2. The airport's capacity that was made unavailable;
  - 4.5.3. Damages, both actual and potential, resulting from the infraction, caused to the service and the USERS, including in regard to the exposure of people's physical integrity to risks;
  - 4.5.4. The number of USERS affected by the event; and
  - 4.5.5. Advantages, both actual and potential, enjoyed by the CONCESSIONAIRE as a result of the infraction committed.
- 4.6. The definition of the base values of fines to be applied in the events referenced in item 4.4 shall be done by cross-referencing the criteria described in subsections 4.5.1 to 4.5.4 with the criteria described in subsection 4.5.5.
- 4.7. To define the base values of fines to be applied, regardless of the event that motivated their application, ARTESP shall investigate the existence of any mitigating and aggravating circumstances, as follows:
  - (i) Mitigating circumstances:
    - a. if the CONCESSIONAIRE spontaneously contacts ARTESP to inform the occurrence of the infraction before its identification by the inspection, and acknowledges its own responsibility, as long as the CONCESSIONAIRE, following the appropriate administrative proceeding, willingly pays the fine: reduction of 50% (fifty percent) of the base value established for the fine;
    - b. acknowledgment, within the term stipulated for the production of a defense, of the commitment of the infraction under investigation, as well as its own responsibility, as long as the CONCESSIONAIRE, following the appropriate administrative proceeding, willingly pays the fine, which will in this case be subject to a reduction of 20% (twenty percent) of the base value established for the fine;
    - c. the fact that outside agents have contributed to the default, which is shown to have influenced the outcome: reduction of 15% (fifteen percent) of the base value established for the fine;
    - d. when consistent with the nature of the infraction, execution of spontaneous measures by the CONCESSIONAIRE which result in ceasing the infraction and reestablishing infringed conditions, within the term stipulated for the production of a defense: reduction of 20% (twenty percent) of the base value established for the fine; and
    - e. absence of infractions, which have been conclusively decided, committed during the 12 (twelve) months preceding the date of the infraction being processed: reduction of 15%

(fifteen percent) of the base value established for the fine.

(ii) Aggravating circumstances:

- a. specific recurrence by the CONCESSIONAIRE in the commitment of any infraction within the past 12 (twelve) months, which will increase by 15% (fifteen percent) the base value established for the fine;
- b. commitment of the infraction as a result of fraudulent behavior or bad faith, which shall raise by 30% (thirty percent) the base value established for the fine;
- c. failure to adopt alternative and/or mitigating actions, within the term and as recommended by ARTESP, which will raise by 20% (twenty percent) the base value established for the fine;
- d. exposure of USERS' physical integrity to risk, which shall raise the base value established for the fine by 30% (thirty percent);
- e. destruction of public assets, which shall raise the base value established for the fine by 20% (twenty percent); and
- f. commitment of the infraction to facilitate or ensure the execution of another infraction, or to hide, prevent the punishment of or secure the advantage afforded by another infraction, which shall raise the base value established for the fine by 30% (thirty percent).
- g. if the infraction causes irreversible damages to the granted assets and/or the USERS: 30% (thirty percent) increment of the base value established for the fine.

4.7.1. Sums of percentiles attributed to mitigating and aggravating circumstances may not exceed, individually, the threshold of 50% (fifty percent).

4.7.2. The acknowledgment of the following mitigating and/or aggravating circumstances may not be cumulated:

- (i) the mitigating circumstance established in item 4.7, (i), letter "a", cumulated with the mitigating circumstance established in item 4.7, (i), letter "b", whereas the former shall prevail;
- (ii) the mitigating circumstance established in item 4.7, (i), letter "d", cumulated with the aggravating circumstance established in item 4.7, (i), letter "c", whereas the aggravating circumstance shall prevail;
- (iii) any of the mitigating circumstances established in item 4.7, (i), letters "a", "b" and "c", cumulated with any of the aggravating circumstances established in item 4.7, (i), letters "b" or "f", whereas the aggravating circumstance(s) shall prevail.

4.7.3. The mitigating circumstance established in item 4.7, (i), letter "a", shall not apply to infractions qualified as "infractions for delay", resulting from the failure to adhere to schedules or to deadlines objectively stipulated in the AGREEMENT, ANNEXES, and in any plans produced.

4.7.4. The validity of mitigating circumstances established in letters "a" and "b" of item 4.7, paragraph I, shall be subject to the suspensive condition corresponding to the spontaneous payment, by the CONCESSIONAIRE, of a fine computed and applied at the end of the appropriate administrative proceeding, whereas the expiration of the term stipulated for the settlement of the fine, without its unconditional payment, shall entail the mitigating circumstance applied to be disregarded and the enforcement of the legal or contractual remedies established for collection of the fine.

4.8 The value attributed to a recurring infraction shall increase upon the recurrence of the infraction by



the CONCESSIONAIRE within a period of 3 (three) years, as defined in Clause 38.2 of the AGREEMENT, even if, on the date of the recurrence, no final decision has been rendered concerning the first infraction, or even if the sanctioning administrative proceeding has not yet been instituted, based on the following percentiles:

- (i) first recurrence: accrual of 25% (twenty-five percent) of the value of the fine;
- (ii) second recurrence: accrual of 50% (fifty percent) of the value of the fine;
- (iii) as of the third recurrence: accrual of 100% (one hundred percent) of the value of the fine.

4.9. In the calculation process of the base value of fines applying to infractions described in Table B – Infractions Concerning Construction Works and Investments, partial compliances may be considered, as long as the portion of the infrastructure that is effectively delivered is ready for airport operations, both functionally and technically.

4.9.1. In the event referenced in this item, the amounts established in the table shall be reduced proportionately to the effective operational advancement provided by the portion of the infrastructure delivered, as compared to the contractual requirement.

4.10. Fines applying to infractions of an ongoing nature shall levy from the starting date of the default with the obligation through the date when the performance of the obligation is resumed, or from the expiration of the term stipulated, under contract or by the determination of ARTESP, through the date when the compliance with the obligation or the determination is confirmed, whereas no additional notification will be needed.

4.10.1. In order to stop the levying of the fine applying to infractions of an ongoing nature, the CONCESSIONAIRE shall notify ARTESP of the resumed performance of the contractual obligation or the satisfaction of the respective determination, producing indisputable evidence of alleged facts, by submitting records containing reports, including photographic evidence, if necessary, or any other means capable of corroborating the information produced.

4.10.2. For infractions subject to monthly fines, a fraction of a month shall be deemed a full month:

- (i) regardless of the number of days, in the first month when the infraction is committed;
- (ii) when equivalent to a period of 15 (fifteen) days or more, in other months.

## 5. **TEMPORARY SUSPENSION OF THE RIGHT TO BID AND BAN FROM CONTRACTING WITH THE DIRECT OR INDIRECT PUBLIC ADMINISTRATION OF THE STATE OF SÃO PAULO, AND DECLARATION OF INELIGIBILITY TO BID OR CONTRACT WITH THE PUBLIC ADMINISTRATION.**

5.1 The suspension of the right to participate in bid proceedings and to contract with the direct or indirect Public Administration of the State of São Paulo, and the declaration of ineligibility to bid or contract with the PUBLIC ADMINISTRATION may be applied, subject to the lawful rules governing competence, in case of recurring regulatory or contractual infractions, as well as infractions causing serious damage to the public interest, in addition to situations foreseen under the law and the applicable regulations, particularly those referenced in article 82 of State Law no. 6.544/1989, whenever they lead to an effective ruling determining the termination of the CONCESSION, and further considering the following circumstances, to ensure the application of the principles of equitability and proportionality:

- I. the nature and gravity of the infraction;
- II. the existence of malice on behalf of the CONCESSIONAIRE or its agents;
- III. the damage caused to the ARTESP, the granted assets, or the USERS;



- IV. the benefits earned by the CONCESSIONAIRE as a result of the infraction committed;
  - V. the actions taken by the CONCESSIONAIRE to minimize the damages caused by the infraction;
  - VI. the economic and financial situation of the CONCESSIONAIRE, especially its ability to honor its financial commitments, generate revenues, and maintain the performance of the AGREEMENT; and
  - VII. the CONCESSIONAIRE's prior professional records.
- 5.1. The penalty of suspension of the right to participate in bid proceedings and to contract with the direct or indirect Public Administration of the State of São Paulo may be applied for no more than 2 (two) years.
- 5.2. The declaration of ineligibility to bid or contract with the PUBLIC ADMINISTRATION shall remain effective while the reasons that determined the punishment persist, or until the party's rehabilitation with the authority that applied the penalty.
- 5.2.1. Rehabilitation shall be requested to the authority that applied the penalty, and it shall be granted as long as the CONCESSIONAIRE reimburses the PUBLIC ADMINISTRATION for losses suffered, and provided a term of 2 (years) has elapsed since the application of the sanction.
- 5.3. The penalties of suspension of the right to participate in bid proceedings and to contract with the direct or indirect Public Administration of the State of São Paulo, and issuance of the declaration of ineligibility to bid or contract with the PUBLIC ADMINISTRATION, shall apply against the CONCESSIONAIRE and its controlling shareholder(s) exercising CONTROL of the SPE when the unlawful act occurred, which resulted in the application of the sanction.

## 6. INFRACTION CLASSIFICATION TABLES

**Table A – General Infractions**

REF.	DESCRIPTION	VALUES	APPLICATION
A - 01	Failure to keep the inventory of REVERTIBLE ASSETS up-to-date in the FINAL ACCEPTANCE CERTIFICATE AND the AUTHORIZATION FOR ASSET USE.	0.500%	Monthly
A – 02	Failure to adhere to the provisions of the AGREEMENT concerning the disposal of REVERTIBLE ASSETS.	0.075%	Per revertible asset, per month.
A – 03	Failure to produce a report with information on the CONCESSION, as established in this AGREEMENT and in the regulations issued by ANAC and ARTESP, within the timeframes stipulated in such acts, especially including all information referenced in ANNEX 02 and ANNEX 05 concerning statistical data on aircraft traffic, passenger and cargo numbers processed during the period, amounts collected by way of TARIFFS, as well as calculation logs for amounts payable for the VARIABLE GRANT.	0.100%	Monthly
A – 04	Failure to provide an up-to-date electronic database capable of generating a report with information on the CONCESSION, as established in the AGREEMENT and in the regulations issued by ANAC and ARTESP, within the timeframes stipulated in such acts, especially including all information referenced in ANNEX 02 and ANNEX 05 concerning statistical data on aircraft traffic, passenger and cargo numbers processed during the period, amounts collected by way of TARIFFS.	0.125%	Monthly, Per Airport
A - 05	Failure to make available and/or keep up-to-date and accessible, on its website, for free access and consultation by the general public, tables disclosing tariff prices then in force.	0.001%	Daily, Per Airport
A – 06	Failure to inform ARTESP, as well as the public, the AIRLINES and the other airport USERS, whenever any change is made to current TARIFFS, of the new price and the effective date thereof, at least 30 (thirty) days in advance.	0.025%	Per Event
A - 07	Failure to deliver current technical documents to ARTESP, including as-built projects, manuals, guarantees and other documents, as applicable, for all of the airport's facilities, equipment and systems.	0.050%	Monthly, Per Airport

A – 08	Denial of access to any database, documents, data or information, when requested by ARTESP, during the course of audits or inspections.	0.125%	Per Event
A – 09	Failure to implement a system to register and handle any claims concerning rendering of the service, which is capable of generating a report including information on all claims received, as and within the timeframes established in the AGREEMENT.	0.125%	Monthly, Per Airport
A – 10	Failure to deliver to ARTESP the monthly closing balance sheets, duly signed by an accountant, within the timeframes established in the AGREEMENT.	0.050%	Monthly
A – 11	Failure to deliver to ARTESP the quarterly accounting statements, within the timeframes established in the AGREEMENT.	0.125%	Quarterly
A – 12	Failure to deliver to ARTESP or to publish annual accounting statements.	0.250%	Monthly
A – 13	Failure to deliver to ARTESP, within the timeframes established in the AGREEMENT and ANNEXES, any documents and information concerning the CONCESSION, including financing arrangements, investments, insurance, guarantees, contracts and agreements of any kind executed with other persons, as well as any amendments thereto throughout the course of the CONCESSION.	0.005%	Daily
A – 14	Failure to produce the OPERATIONAL TRANSFER PLAN within the term, and as established in the AGREEMENT and other applicable rules.	0.010%	Daily, Per Airport
A – 15	Failure to produce, for each event, a plan describing measures to be taken to maintain service standards defined, as well as the fulfillment of infrastructural requirements, according to the terms of the AGREEMENT.	0.005%	Daily, Per Airport
A – 16	Failure to produce the timetable for the execution of investments within the terms, and as established in the AGREEMENT and ANNEXES, or as determined by ARTESP.	0.005%	Daily, Per Airport
A – 17	Failure to deliver the as-built project for the airport's facilities within the term established in the AGREEMENT.	0.005%	Daily, Per Airport
A – 18	Failure to produce the PGI or any reviews thereof, or delivering them late, according to the terms of the PEA.	0.010%	Daily, Per Airport
A – 19	Failure to consult with the key interested parties, as established in subsection 9.2.3.1 of the	0.125%	Per Event

	AGREEMENT.		
A – 20	Failure to submit the execution of actions identified in the AGREEMENT as being dependent upon the prior consent of ARTESP to the prior, express authorization of ARTESP.	0.500%	Per act that was not reported, per month.
A - 21	Failure to inform ARTESP, within the term stipulated in the AGREEMENT, or, when no such term is stipulated, within 5 (five) days, counted as of the consummation of the action, of the execution of any actions that are subject to notification to ARTESP.	0.500%	Per act that was not reported, per month.
A – 22	Failure to appear, following the appropriate notification, to sign the AGREEMENT, the Service Order for Phase – I, or any Amendments to the AGREEMENT.	0.005%	Per day of delay.
A – 23	Failure to keep the capital stock fully subscribed and paid in, as established and respecting the minimum value stipulated in the AGREEMENT and ANNEX 14.	1.000%	Monthly
A – 24	Decrease of the CONCESSIONAIRE's capital stock without ARTEPS's prior approval.	5.000%	Per Event
A – 25	Direct participation, or indirect participation, through a wholly owned subsidiary, in other companies, other than the wholly owned subsidiaries permitted in the AGREEMENT and ANNEXES.	1.000%	Monthly
A – 26	Failure to adhere to tariff benefits and exemptions established under the applicable laws and regulations.	0.125%	Per Event
A – 27	Introduction, during the CONCESSION TERM, of any direct or indirect change to the respective corporate controls, or transfer of the CONCESSION, without ARTESP's prior, express consent.	5.000%	Per Event
A – 28	Execution of shareholder agreements affecting the CONCESSIONAIRE, or introduction of any subsequent amendments thereto, without ARTESP's prior approval.	0.250%	Per Event
A – 29	Failure to preserve the conditions for its TECHNICAL QUALIFICATION throughout the entire term of the CONCESSION.	1.000%	Per Event
A – 30	Enabling the holding of corporate interests by AIRLINES, or their parent companies, subsidiaries, or affiliates, in the CONCESSIONAIRE.	5.000%	Per Event
A – 31	Preventing the access by ARTESP, at any time, to any contract executed by the	0.125%	Monthly, Per Contract

	CONCESSIONAIRE to formalize the use of grounds within the AIRPORT COMPLEX.		
A – 32	Failure to adhere to the AGREEMENT, or to any applicable laws and other airport regulations in effect concerning third-party access to the AIRPORT COMPLEX area in view of providing services generating NON-TARIFF REVENUE, even when such services are provided directly by the CONCESSIONAIRE.	0.250%	Monthly
A – 33	Execution of a contract with a RELATED PARTY to exploit economic activities generating NON-TARIFF REVENUE, without adhering to the applicable contractual provisions.	0.500%	Monthly
A – 34	Execution of a contract whose term goes beyond the CONCESSION TERM, without prior consent, as established under the AGREEMENT.	1.000%	Monthly
A – 35	Advance any installments maturing after the termination of the CONCESSION TERM in case of contracts for the use of grounds within the AIRPORT COMPLEX which have been duly authorized to exceed the CONCESSION TERM.	1.000%	Monthly
A – 36	Failure to effect payments due in connection with the VARIABLE GRANT and the INSPECTION FEE on the dates and within the timeframes established in the AGREEMENT, ANNEXES and APPENDIXES.	0.250%	Monthly
A – 37	Making underpayments by way of the VARIABLE GRANT and the INSPECTION FEE, or applying percentiles below those established in the AGREEMENT, or considering a calculation base below the GROSS REVENUE baseline.	0.250%	Monthly
A – 38	Collecting amounts in violation of the terms of ANNEX 05.	0.025%	Per Event
A – 39	Establishing tariffs based on non-objective or discriminatory criteria.	0.125%	Per Event
A – 40	Failure to adhere to the TARIFF THRESHOLD specified in ANNEX 05.	0.125%	Per Event
A – 41	Offering the emerging rights from the exploitation of the AIRPORT COMPLEX as security for financing arrangements contracted without ARTESP's prior, express consent.	1.000%	Per security, per month.
A – 42	Offering shares affording control of the CONCESSIONAIRE as security for financing arrangements contracted, or as a counter-guarantee for operations associated with the fulfillment of obligations resulting from the AGREEMENT without ARTESP's prior, express consent.	1.000%	Per security, per month.

A – 43	Failure to keep the PERFORMANCE BOND at the amounts and in the terms established in the AGREEMENT.	1.000%	Daily, Per Contract
A - 44	Failure to acquire or keep insurance policies valid throughout the entire CONCESSION TERM for a minimum duration of 12 (twelve) months, which ensure the continuity and effectiveness of operations executed at the Airport, and which shall be sufficient to afford the coverage established in the AGREEMENT.	0.500%	Daily
A - 45	Failure to achieve the standard set for any given SERVICE QUALITY INDICATOR for over 3 (three) consecutive months, or alternating months over a period of 12 (twelve) months.	0.015%	Monthly, as of the fourth month, Per Indicator
A - 46	Performance of any act that gives rise to termination of the CONCESSION, subject to the terms of item 5 of this ANNEX.	25%	Per Event
A – 47	Failure to meet ARTESP's requests, made by any appropriate form of communication, within the timeframe stipulated in the notification, whenever the respective contractual provision does not provide for it.	0.025%	Per Event
A – 48	Failure to deliver mandatory notifications the CONCESSIONAIRE has committed to, within the term stipulated in AGREEMENT.	0.025%	Per Event

**Table B – Infractions Concerning Construction Works and Investments**

REF.	DESCRIPTION	VALUES	APPLICATION
B-01	Failure to satisfy the obligation to maintain full service standards to be offered, according to the PEA and the PGI, following the start of Phase II.	5.000%	Per Event
B-02	Failure to adhere to the Minimum Specifications for Airport Facilities, according to the PEA and the PGI.	0.500%	Monthly, Per Airport
B-03	Failure to perform investments, actions and services incumbent upon it, according to the PEA and the PGI.	1.000%	Monthly, Per Airport



B-04	Failure to adjust the airport's passenger and luggage processing capacity, including the passenger terminal, parking lot, corresponding inland pathways and other supporting infrastructure, pursuant to the terms set out in the PEA and the PGI.	1.250%	Monthly, Per Airport
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