

A NNEX 04

OPERATIONAL TRANSFER PLAN (PTO, IN PORTUGUESE)

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

TABLE OF CONTENTS

1. Operational Transfer Plan (PTO, in Portuguese) – General Features.....	3
2. Transitions Commission.....	3
3. Measures planned for operational transfer	Erro! Indicador não definido.
4. Contents of the PTO.....	6
5. Implementation of the PTO	8

1. Operational Transfer Plan (PTO) – General Features

- 1.1. Aimed at enabling a seamless transition of airport operations, as well as endeavoring to uphold airports' safety while transitioning from DAESP to the CONCESSIONAIRE, in addition to mitigating potential impacts on passengers, AIRLINES and other AIRPORT COMPLEX USERS, the CONCESSIONAIRE shall devise an OPERATIONAL TRANSFER PLAN (PTO, in Portuguese) for each airport comprising the block that is the purpose of the CONCESSION, and which the CONCESSIONAIRE is required to submit up to 40 (forty) days after the EFFECTIVE DATE.
- 1.2. Provided it is able to prove its grounds for doing so, a same PTO can encompass more than one airport.
- 1.3. The following are the main goals of the OPERATIONAL TRANSFER PLAN:
 - A. Ongoing transfer of airport operations, in accordance with an implementation schedule; and**
 - B. Assurance of conditions relating to operational safety, civil aviation safety against any type of illegal interference activity as well as those needed to streamline air transport operations.**
- 1.4. Furthermore, the CONCESSIONAIRE shall, throughout Stages 1 and 2 of Phase I-A of the CONCESSION AGREEMENT, prove to ARTESP that it is fully able to grasp and assess airport operations.

2. Transition Commission

- 2.1. A TRANSITION COMMISSION shall be established to compose the OPERATIONAL TRANSFER PLAN headed by the CONCESSIONAIRE, and which shall feature participation of body and entity representatives directly involved with the airport, such as, for instance:
 - 2.1.1 DAESP and ARTESP representatives;
 - 2.1.2 Air traffic control body, if applicable;
 - 2.1.3 CONCESSIONAIRE representatives in charge of managing the Airport; and
 - 2.1.4 Additional public or private bodies and entities potentially required for the Airport's operations.
- 2.2. The TRANSITION COMMISSION shall meet within 30 (thirty) days after the EFFECTIVE DATE and shall remain in effect until Phase I-A is completed.
- 2.3. The TRANSITION COMMISSION shall meet each month or after convened by ARTESP to follow-up on and provide assistance to the OPERATIONAL TRANSFER PLAN.
- 2.4. The CONCESSIONAIRE shall notify ARTESP on the date and time the meeting is set to take place as well as submit the meeting's agenda for discussion at least 15 (fifteen) days prior to the date set for each meeting.
 - 2.4.1 ARTESP's participation in TRANSITION COMMISSION's meetings shall be optional and may take place upon prior request or due to the PUBLIC ADMINISTRATION's interest.
- 2.5. The CONCESSIONAIRE shall submit the Meeting's Minutes and list of attendees, duly signed by all participants, to ARTESP up to 7 (seven) days after each meeting takes place.
 - 2.5.1 The Meeting's Minutes shall minimally include information concerning time, location, participants, subjects addressed and potential referrals, in which case it is to signal the individuals in charge, dates set for reporting measures enforced and additional opinions conveyed during the meeting.

3. Measures planned for operational transfer

- 3.1. The following measures shall be included in the PTO in order to achieve pursued goals.
- 3.2. While devising the PTO, the CONCESSIONAIRE shall take into account the need to have in place, ever since the first day the AGREEMENT is in effect, sound communications with all interested parties when it comes to potential transition-related issues.
- 3.3. While devising the PTO, the CONCESSIONAIRE shall meet with groups of staff members as well as holders of contracts assigning AIRPORT grounds, bodies and government entities and other interested parties, aimed at setting out concerns and specific issues that the PTO needs to address.
- 3.4. DAESP shall allow for CONCESSIONAIRE-appointed staff members to be cleared access to airport premises starting from the EFFECTIVE DATE, for purposes of allowing required training to take place.

A. Ongoing transfer of airport operations

- 3.5. The CONCESSIONAIRE shall put together a transitions team to take on the AIRPORT's operating duties throughout the transition period.
- 3.6. The CONCESSIONAIRE shall submit a management team to comprise its transitions team up to 10 (ten) days as of the EFFECTIVE DATE, which is to be comprised of the airport manager as well as those in charge of operational safety, airport operations, maintenance and airport emergency measures, pursuant to the current RBAC 153.
- 3.7. Each member comprising the management team is to have his or her required activities and deadlines for executing them clearly set out, so as to ensure the Airport's continuous operations.
- 3.8. The CONCESSIONAIRE shall submit an organizational structure of the staff members who will work in the aerodrome's operational department or in activities relating to operational safety, all of them duly trained, until the end of Stage 2 of Phase I-A.

B. Assurance of conditions pertaining to operational safety, civil aviation safety against any type of illicit interference activity as well as those needed to streamline air transport operations.

- 3.9. For purposes of ensuring civil aviation's safety against any type of illegal interference activity and to streamline air transport operations, the CONCESSIONAIRE shall put in place the following measures:
 - 3.9.1 Appoint, within 10 (ten) days as of the EFFECTIVE DATE, the CONCESSION block's general supervisor for all matters concerning civil aviation safety against any illegal interference activity (AVSEC), disclosing his or her corresponding personal contact information.
 - 3.9.1.1 The employee responsible for handling matters concerning civil aviation safety against any illegal interference activity shall request access to restricted documents concerning the issue, in accordance with ANAC's guidelines.
 - 3.9.2 Upon any request made according to the RBAC 107 document, and pursuant to the terms of section 107.25 of RBAC 107, to appoint 1 (one) AVSEC employee in charge of the airport, until Stage 2 of Phase I-A of the AGREEMENT is concluded;

- 3.9.2.1 Appointment of the AVSEC employee shall comply with all recruitment and qualification criteria specified in the RBAC 110 document.
 - 3.9.3 Submit the Airport Safety Program (PSA, in Portuguese) within 40 (forty) days after the EFFECTIVE DATE, in accordance with the applicable guidelines.
 - 3.9.4 Upon submitting the PSA, to provide a statement, pursuant to the template to be made available by ARTESP, whereby it assures that all AVSEC-related applicable guidelines will be complied with.
 - 3.9.5 Secure an early approval of compliance with the Airport Safety Program's (PSA, in Portuguese) documentation, as per the terms of section 107.211 of RBAC 107, until Stage 2 of Phase I-A of the AGREEMENT is completed.
 - 3.9.5.1 Compliance with the Airport Safety Program's (PSA, in Portuguese) documentation denotes that all parts are provided for in the PSA's constitution, pursuant to the terms of the current regulations, RBAC 107 and IS 107-001.
 - 3.9.6 Secure, within 12 (twelve) months as of the EFFECTIVE DATE and pursuant to the provisions of subsection 3.9.3, the PSA's final approval.
- 3.10. The CONCESSIONAIRE is to introduce the following measures aimed at ensuring operational safety conditions:
 - 3.10.1 Secure the Provisional Operational Airport Certificate (Certificado Operacional Provisório de Aeroporto), as per the terms of RBAC 139 Emd 05, until Stage 2 of Phase I-A of the AGREEMENT is completed, subject to the provisions of subsections 3.10.4 and 5.1.8 for purposes of securing the Provisional Operational Airport Certificate (Certificado Operacional Provisório de Aeroporto), the CONCESSIONAIRE shall endeavor to fulfill the following steps within 90 (ninety) days after the EFFECTIVE DATE:
 - 3.10.1.1 Submit a ratifying amendment for the current Aerodrome's Operations Manual (Manual de Operações do Aeródromo, MOPS), as the case may be, ratifying full compliance with the Aerodrome Operations Manual (Manual de Operações do Aeródromo, MOPS);
 - 3.10.1.2 Introduce the management team, in accordance with the provisions hereunder;
 - 3.10.1.3 Introduce the employee training program, in accordance with the Human Resource's Transition Plan; and
 - 3.10.1.4 Submit a request to enable issuance of the Airport's Operational Certificate, pursuant to the template to be provided.
 - 3.10.2 Reexamine the MOPS from an operational standpoint, thereafter submitting it to ANAC's approval, pursuant to the applicable regulations;
 - 3.10.3 Work together with DAESP to plan and carry out construction works so as to keep any potential risks to air traffic operations within acceptable levels.
 - 3.10.4 The requirement to secure the Provisional Operational Certificate until Stage 2 of Phase I-A of the AGREEMENT is completed does not apply to airport operators that are not certified until the EFFECTIVE DATE, provided that operational, approach type and weekly aircraft frequency conditions in effect in the corresponding rulings are kept in place until the effective date, pursuant to the provisions of the existing rulings.
 - 3.10.5 In the event of failure to secure the Provisional Operational Certificate as well as the

Aerodrome's Operations Manual due to reasons beyond the CONCESSIONAIRE's will, ARTESP shall assess the reasons that prevented said documents from being secured and shall consent to the dismissal of one or both obligations, provided the CONCESSIONAIRE has been certifiably deemed clear of any liability, in addition to liabilities resulting to the airport's operational safety.

4. Contents of the PTO

- 4.1. The PTO may plan for either a simultaneous operational transition of airports comprising the same BLOCK or a transition in stages, which shall be at the CONCESSIONAIRE's discretion.
- 4.2. Airports' operational transition may not exceed a maximum term of 90 (ninety) days.
- 4.3. THE OPERATIONAL TRANSITION PLAN (PTO, in Portuguese) is to comprise at least the following parts:
 - A. The Airport's Management Transition Plan;
 - B. Human Resource Department's Transition Plan; and
 - C. Communications and Information Plan for the General Public.

A. The Airport's Management Transition Plan

- 4.4.1 The Airport's Management Transition Plan shall recommend the makeup of the Transition Staff, which is to include individuals to be assigned to take care of the Airport's key areas.
- 4.4.2 The Airport's Management Transition Plan shall take into account the fact that the purpose of the Transition Staff will be to support the Airport's current administration during Stage 2 of Phase I-A of the AGREEMENT, with CONCESSIONAIRE-appointed employees to be in charge of overseeing all decisions that may have a direct impact on the transition, according to their fields of responsibility. Thus, the Plan shall signal the governance model to be put in place as well as the main decisions to be shared. In the event that divergences arise between the current administration and the CONCESSIONAIRE's decisions, said divergence shall be submitted to ARTESP's appraisal.
- 4.4.3 The CONCESSIONAIRE shall carry out the following steps in order to ensure a seamless transfer of information about the future organization;
 - 4.4.3.1 draw up an informative document about the new organization, which shall describe the organizational structure recommended and provide information about the corresponding roles.
 - 4.4.3.2 schedule visits of the new team for purposes of providing information to current staff members about the new organizational structure, in addition to introducing the new managers.
 - 4.4.3.3 recommend informative meetings to be held with holders of agreements assigning Airport grounds and other interested parties, aimed at providing information and introducing the new managers.
- 4.4.4 For airports with passenger terminals (TPS, in Portuguese) whose capacity exceeds 50,000 (fifty thousand) regular passengers each year, the CONCESSIONAIRE shall, as the case may be, plan for immediate measures aimed at improving operational standards to be put in place, such as improving the airport's restroom and baby changing room

facilities; solving water seepage issues as well as stains and wear signs in the airport's wall painting and lining; and improving signage and lighting conditions of vehicle access routes to the TPS; parking lot and other departments entailing passengers and their escorts' transit in the airport's landside.

- 4.4.4.1 In any event, measures shall only be taken for purposes of meeting minimum operational standards, with any and all measures to change operational standards during this Stage not being required.
- 4.4.5 For airports receiving less than 50,000 (fifty thousand) regular passengers each year, or which do not operate regular flights, the only requirements set out are for them to uphold minimum maintenance conditions, provided these are already found within minimum acceptance conditions for the purposes they are intended.
- 4.4.6 Measures alluded to in subsections 4.4.4 and 4.4.5 above shall be reported to ARTESP within 180 (one hundred and eighty) days after the EFFECTIVE DATE, describing information on all interventions to be carried out; where these will take place; the time frame for activities to unfold; persons in charge; and submit a photographic report of places where interventions will be carried out, as the case may be.
- 4.4.7 Upon completing the measures specified in subsection 4.4.4, the CONCESSIONAIRE shall submit a detailed report featuring information about its implementation as well as the photographic record.
- 4.4.8 A same Airport's Management Transition Plan may encompass more than one airport, whenever it provides grounds for doing so.

B. The Human Resource Department's Transition Plan

- 4.4.9 The CONCESSIONAIRE shall, as part of its Human Resource Department's Transition Plan, plan for an assessment of the current staff, establishing these individuals' interest in partaking in the new venture and determining whether their technical know-how is attuned to activities to be undertaken.
- 4.4.10 The Human Resource Department's Transition Plan shall include at least measures aimed at introducing training specified in accordance with the ANNEX.
- 4.4.11 Measures aimed at introducing training shall consider training programs for all staff members who are to work in the aerodrome's operational area or in operational safety-related activities. Consequently, the training program shall consider that employees should at least be trained, in accordance with the program submitted, until completion of Stage 2. In the event that current staff members also participate, training provided may be eased, with said option to be provided for in the training program.
- 4.4.12 A singular Airport's Human Resource's Transition Plan may encompass more than one airport, whenever it provides grounds for doing so.

C. Communications and Information Plan

- 4.4.13 During the transition, the CONCESSIONAIRE shall be able to carry out, alongside the Transitions Commission, a public relations plan. The aim of this plan is to establish a harmonious relationship with all key interested parties so as to enable a continuous dialogue and participation pathway with parties interested in introducing a continuous improvement program for the Airport.
- 4.4.14 The Communications and Information Plan shall plan for information to be provided to all

interested parties concerning the transition's different stage goals, results expected and how this plan will unfold.

- 4.4.15 A singular Airport's Communications and Information Plan may encompass more than one airport, whenever it provides grounds for doing so.

5. Implementation of the PTO

- 5.1. The Operational Transfer Plan introduced during Phase I-A of the CONCESSION shall encompass 3 (three) different stages, pursuant to the AGREEMENT's provisions:

- A. Stage 1 – Preparation
- B. Stage 2 – Assisted Operation
- C. Stage 3 – Operational Transition

Stage 1 – Preparation

- 5.1.1 After the purpose is awarded, the CONCESSIONAIRE shall start liaising with the airport's DAESP in order to bring about a new organizational structure and corporate culture in AIRPORTS comprising the AIRPORT COMPLEX. To this end, the CONCESSIONAIRE shall draw up specific plans and programs which will seamlessly streamline and guide the transition process. The set of plans, which makes up the PTO, shall be devised and submitted to ARTESP within 40 (forty) days after the EFFECTIVE DATE.
- 5.1.2 ARTESP shall appraise all PTOs and request any changes and/or explanations deemed necessary within a term of 40 (forty) days after receiving the full PTO.
- 5.1.2.1 Upon receiving the PTO, ARTESP shall verify whether all mandatory information is there within a term of 10 (ten) days, sending it back to the CONCESSIONAIRE in case it requires further information.
 - 5.1.2.2 Should further information be required, the CONCESSIONAIRE shall carry this out within 15 days after receiving ARTESP's request, with the deadline specified in Clause 5.1.2.1 restarting effective the moment ARTESP reviews the PTO.
 - 5.1.2.3 In case all information required is provided for, ARTESP shall appraise the PTO within a term of 30 (thirty) days after the deadline set out in Clause 5.1.2.1 has terminated, subject to, in the circumstance specified in Clause 5.1.2.2, counting of the deadline effective receipt of the PTO with all mandatory information.
- 5.1.3 The following things are deemed necessary for purposes of approving the PTO and kicking off Stage 2 of Phase I-A:
- i. Compliance with the request submitted for issuance of the Airport's Operational Certificate;
 - ii. Compliance with the MOPS' ratification agreement;
 - iii. Approval of the management team;
 - iv. Approval of the training program.
- 5.1.4 In the event of lack of approval, the CONCESSIONAIRE and ARTESP shall comply with the same delivery and approval deadlines of the new plan.
- 5.1.4.1 The procedure described above may only be repeated 1 (one) time.
 - 5.1.4.2 The procedure described above does not extend, suspend or change additional

deadlines set out in this ANNEX and the AGREEMENT.

- 5.1.5 ARTESP's approval of the PTO shall not refute the provisions of subsection (xvi) of item 19.1 of the AGREEMENT.
- 5.1.6 During Stage 1, CONCESSIONAIRE representatives may already be cleared access to all premises of AIRPORTS comprising the AIRPORT COMPLEX, subject to current safety guidelines.
- 5.1.7 The CONCESSIONAIRE shall comply with all provisions of this ANNEX concerning contract obligations that existed prior to the PTO's submission.

Stage 2 – Assisted Operation

- 5.1.8 Stage 2 of Phase I-A shall kick off once the PTO is approved.
- 5.1.9 Stage 2 of the AIRPORT COMPLEX transfer shall last at least 15 (fifteen) days and, at most, 90 (ninety) days, and may provide for either all AIRPORTS comprising the Block (Northwest/Southeast) to either be simultaneously transferred or, alternatively, be transferred in stages, as well as following the phasing-in period described in item 4.4.1 of this ANNEX.
- 5.1.10 The following are the goals of Stage 2:
 - 5.1.10.1 enable the CONCESSIONAIRE to secure and devise all resources needed for rendering services specified in the AGREEMENT, including workforce training and recruitment as well as purchasing stock supplies needed for taking on AIRPORT COMPLEX activities;
 - 5.1.10.2 mitigate any adverse effects while transferring services to the CONCESSIONAIRE; and
 - 5.1.10.3 ensure availability of necessary information and proceedings for the PARTIES to be able to take on their duties and rights as set out in the AGREEMENT.
- 5.1.11 During Stage 2, DAESP shall remain in charge of AIRPORT COMPLEX operations, which shall also be directly overseen by the CONCESSIONAIRE, which shall, among other tasks, be notified of all DAESP management decisions within an assisted operations system, pursuant to the provisions of the PTO. To this end, the CONCESSIONAIRE shall assemble a transitions team with individuals directly in charge of overseeing the main operational areas.
- 5.1.12 During Stage 2, the CONCESSIONAIRE's Transitions Team shall work together with the TRANSITIONS COMMISSION as well as with all individuals appointed by the latter for purposes of seamlessly initiating their operational activities/services.
- 5.1.13 The CONCESSIONAIRE shall be cleared access to all airport premise facilities, whereas physical grounds shall be designated for the CONCESSIONAIRE to be able to carry out transition-related measures and activities. During Stage 2, the CONCESSIONAIRE shall undertake comprehensive auditing proceedings in order to become fully acquainted with operations, the organizational structure and holders of contracts awarding grounds pertaining to AIRPORTS comprising the AIRPORT COMPLEX and with USERS.
- 5.1.14 The CONCESSIONAIRE shall endeavor to carry out a seamless transition in accordance with all set deadlines by carrying out measures specified in the approved PTO, in addition to any others that may follow:

- 5.1.14.1 treat all current airport operator staff members righteously, transparently and fairly;
 - 5.1.14.2 take a proactive stance towards engaging with staff members, holders of agreements awarding Airport grounds, users, airlines, government bodies and the community as a whole for all transition-related matters.
 - 5.1.14.3 secure qualification and development training for the Airport's current and future staff;
 - 5.1.14.4 take a proactive stance towards working together with local and regional public authority representatives in general, local entrepreneurs and the general population in order to align the Airport's integration and development with local and regional goals; and
 - 5.1.14.5 establish a streamlined organizational structure, clearly defining the scope of each responsibility.
- 5.1.15 After Stage 2 is completed, and until operations are handed over to the CONCESSIONAIRE, DAESP shall be in custody of all AIRPORT assets.
- 5.1.16 Expenses and revenue levied on AIRPORT COMPLEX activities pertaining to Stage 2 shall be DAESP's responsibility, subject to CONCESSIONAIRE-related expenses concerning duties required for drawing up and fulfilling the PTO.
- 5.1.17 Subject to the minimum 15 (fifteen)-day term specified in item 5.11 of the AGREEMENT, Stage 2 shall be deemed completed once the following conditions are met:
- 5.1.17.1 ensure that ARTESP issues a declaration or statement addressing its receipt of the Airport Safety Program (PSA, in Portuguese), including all elements planned for and required for its makeup, pursuant to the terms of current regulations, for purposes of securing an early approval of the PSA as per the terms of subsection 3.9.5.1;
 - 5.1.17.2 the CONCESSIONAIRE secures the Provisional Operational Certificate, subject to the requirements listed in subsection 3.10.1.
 - 5.1.17.3 The ASSET APPROVAL AGREEMENT shall be signed both at the end of Stage 2 of Phase I-A as well as at the beginning of Stage 3 of the same phase;

Stage 3 – Operational Transition

- 5.1.17.4 Stage 3 of Phase I-A shall begin once all conditions set out above are fulfilled.
- 5.1.17.5 Supported by DAESP, the CONCESSIONAIRE shall take on the responsibility of operating the AIRPORT COMPLEX during Stage 3, and it shall further bear all expenses and revenue levied on AIRPORT COMPLEX activities, except for expenses incurred by DAESP for purposes of meeting its assignments in this Stage 3.
- 5.1.17.6 During Stage 3, the Concessionaire shall carry out all operational activities, including duties pertaining to managing human resources and training staff members, safety and surveillance programs, operations and airport grounds maintenance programs, management and finance programs, commercial operations, interactions and communications with additional entities involved in AIRPORTS' daily activities (ex: USERS, store owners, government agents etc).

- 5.1.17.7 During Stage 3, the CONCESSIONAIRE shall submit the PGI, in accordance with the terms of the PEA, with the CONCESSIONAIRE being required to comply with each point of the PEA while devising the PGI, in addition to completion dates for making investments.
- 5.1.17.8 Amounts provided for in the EVTE for investments and items listed in the PEA are for estimative and reference purposes only and shall not bind neither the CONCESSIONAIRE nor ARTESP for any purpose whatsoever, except for amounts clearly provided for under the AGREEMENT.
- 5.1.17.9 Stage 3 shall be deemed completed upon ARTESP's approval of the PGI, which may not exceed 12 (twelve) months as of the EFFECTIVE DATE.
- 5.1.18 The CONCESSIONAIRE shall submit each AIRPORT's PGI to ARTESP during Stage 3 of Phase I-A, and within a term not to exceed 180 (one hundred and eighty) days as of the EFFECTIVE DATE. ARTESP's approval of the PGI shall not refute the provisions of subsection (xvi) of item 19.1 of the AGREEMENT.