

ANNEX 16

CONDITIONS FOR RETURNING THE AIRPORT COMPLEX TO THE GRANTING AUTHORITY AND, WHEN APPLICABLE, ITS TRANSFER TO A NEW CONCESSION

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

1. Basic Concepts

1.1. The purpose of this ANNEX is to define the crucial conditions to allow for the return of the AIRPORT COMPLEX to the STATE OF SÃO PAULO (or the Federal Government, when applicable) by the CONCESSIONAIRE ("RETURN"), or to the Concessionaire that succeeds it (hereinafter referred to, respectively, as "SUCCESSOR" and "TRANSFER").

1.2. The guidance provided in the OPERATIONAL TRANSFER PLAN shall apply to the provisions of this ANNEX in a subsidiary capacity, and to the extent relevant, and as indicated to assist in the RETURN or TRANSFER of the AIRPORT COMPLEX, and to settle any doubts whatsoever.

1.3. So, in view of compliance with this ANNEX, all references to and regulations concerning the RETURN OF THE AIRPORT COMPLEX shall also apply to the full or partial TRANSFER of the AIRPORT COMPLEX.

1.4. Moreover, all references to the TRANSFER and/or the SUCCESSOR shall apply if, at any time prior to termination of the CONCESSION, a bidding process has already been completed and, therefore, a winner has been declared, which has as its entire or partial purpose either all or part of the AIRPORT COMPLEX comprising the [NORTHWEST or SOUTHEAST] BLOCK. In this case, TRANSFER is defined as the direct transmission of all or any parts of the AIRPORT COMPLEX, according to the purpose of the bidding process that has been completed, by the CONCESSIONAIRE to the SUCCESSOR. The provision in this item is subject to the terms of art. 16 of State Law no. 16.933/2019.

1.5. Thus, this document establishes the specifications applying to the conservation/maintenance/operating state of each of the structures existing in each AIRPORT comprising the AIRPORT COMPLEX at the end of the CONCESSION TERM, encompassing all facilities of the respective AIRPORTS' airside and landside, including those employed to secure NON-TARIFF REVENUES.

1.5.1. The CONCESSIONAIRE shall, without prejudice to the maintenance and conservation required to preserve the SERVICE QUALITY INDICATORS and to fulfill all other contractual obligations throughout the CONCESSION TERM, return and/or transfer the AIRPORT COMPLEX in a good state of conservation and operation, properly kept up, with an assurance of a service life of 24 (twenty-four) months, counted as of midnight on the day following termination of the Concession, save in the specific events expressly provided for under this ANNEX, as well as the equipment, whose useful life will be as established in ANNEX 02. During the period constituting said useful life, no refurbishment services and/or reinforcements are to be executed.

1.6. The entirety of the AIRPORT COMPLEX and REVERTIBLE ASSETS shall be returned and/or transferred, perfectly compliant with the rules, design specifications, all ordinances and standards issued by ANAC, ARTESP, DAESP and ABNT, which are effective upon termination of the Concession and, in a subsidiary capacity, correlated international standards applying to airport systems with similar characteristics, as effective upon execution of the respective contractual obligations, according to the parameters in place to determine the up-to-dateness of services and of SERVICE QUALITY INDICATORS during the course of the CONCESSION.

1.7. The AIRPORT COMPLEX may be returned, in full or in part, to the STATE OF SÃO PAULO or the Federal Government, or transferred to a SUCCESSOR, in full or in part, as determined by the STATE OF SÃO PAULO.

1.8. The following specifications shall be construed as the minimal conditions for the RETURN and/or TRANSFER, and will rely, additionally, on Descriptive Memorandums and Referential Projects of AIRPORTS comprising the AIRPORT COMPLEX, which are available for consultation with ARTESP's technical bodies, as primary sources for supporting information.

2. Description of Conditions

2.1. Runways

2.1.1 Runways shall be returned by the CONCESSIONAIRE, according to the quality standards established in ANNEX 02.

2.2. AIRPORT Facilities

2.2.1. The CONCESSIONAIRE shall, along with the plan for the conservation/maintenance of AIRPORTS' facilities, ensure compliance with all effective regulations issued by ANAC, ARTESP, DAESP, and ABNT, governing structural safety, functionality and durability of passenger terminals and other facilities returned and/or transferred.

2.3. Signs

2.3.1. Horizontal signs

2.3.1.1. Horizontal signs shall have a residual useful life of, at least, 12 (twelve) months, and reflective beads shall be compliant with the operational specifications.

2.3.2. Vertical signs

2.3.2.1 Vertical signs shall be consistent with the design, which shall be appropriate on the termination date of the CONCESSION.

2.3.2.2 All signs are to adhere to the following conditions, among others:

- i. All signs must be clean, free of dust and mud;
- ii. All films must present the specified retro-reflection levels;
- iii. Signs must not be covered by vegetation.

2.3.2.3 Markings must be current and consistent with all modifications made to accesses, intersections, or other access ways potentially implemented during the course of the CONCESSION TERM.

2.4. Drainage Installations

2.4.1. The CONCESSIONAIRE shall return and/or transfer all drainage facilities existing at the AIRPORT COMPLEX, and complementary installations, in a perfect state

of conservation, functionality and operation.

- 2.4.2. The entire rainwater collection and distribution system must be cleaned and reviewed.
- 2.4.3. All roofings, troughs, vertical conductors, and external systems, equipped with ducts and pull boxes and inspection boxes, must be completely clear and unobstructed, with no failures or ruptures.
- 2.4.4. Box covers, made of either concrete or steel, must be in good working conditions, without any apparent signs of damage or rust.

2.5. Equipment and Vehicles

2.5.1. For the AIRPORT COMPLEX to be returned and/or transferred, it is crucial to consider overall numbers in operation in order to achieve service standards required, as established in the AGREEMENT.

2.5.2. Upon the RETURN OF THE AIRPORT COMPLEX and/or the TRANSFER thereof, all Equipment and Vehicles referenced in item 2.8.1 shall be 100% (one hundred percent) operational.

2.5.3. Each year, during the 5 (five) last years of the CONCESSION, the CONCESSIONAIRE is to provide ARTESP with spreadsheets listing maintenance works, revitalization works and component changes executed on the Equipment and Vehicles, as referenced in item 2.8.2.

2.6. User Relations and Communications Channels

2.6.1. All equipment and installations concerning user relations and communications channels as well as the ombudsman office are to be fully functional and operational, and all licenses for technology and computer systems required for operating all equipment shall be valid until the signing of the Final Acceptance Certificate, at least.

2.6.2. All equipment, such as furniture and utensils deemed necessary to enable the execution of works on operating buildings, like the CONCESSIONAIRE's head office, passenger terminals, etc., shall be included in the RETURN and/or TRANSFER, in the numbers set forth in the AGREEMENT, and shall be duly installed and in perfect working conditions.

2.7. Lighting

2.7.1. The lighting of the AIRPORT COMPLEX operated by the CONCESSIONAIRE must register an 100% (one hundred percent) efficiency level on the date of the RETURN and/or TRANSFER of the AIRPORT COMPLEX.

2.7.2. During the final semester of the CONCESSION TERM, the entire lighting system shall be fully reviewed and checked, including PPD lights, approach lights, lighting in aircraft aprons, among other areas, and a report delivered, duly subscribed by the Concessionaire's legal representative, attesting to the functionality of the AIRPORT COMPLEX.

2.8. Operating Facilities and Equipment

2.8.1. All operating and support facilities within the AIRPORT COMPLEX, as well as

equipment associated therewith, shall be fully functional and operational, and all licenses for computing and technology systems needed to enable operations of the equipment shall be valid through, at least, signing of the Final Acceptance Certificate.

2.8.2. To that end, the CONCESSIONAIRE shall adhere to operational, maintenance and conservation conditions of each of the following items, according to the operational and functionality conditions established in the standard projects and respective specifications:

- i. Structures;
- ii. Waterproofing;
- iii. Masonry;
- iv. Coverings;
- v. Linings;
- vi. Floorings;
- vii. Coatings and finishings;
- viii. Frames and Glass;
- ix. Hydraulic piping/plumbing, metal fixtures and accessories, included;
- x. Firefighting facilities;
- xi. Electrical facilities, light bulbs, light switches and mirrors, included;
- xii. Lighting;
- xiii. Signaling;
- xiv. Mechanical and Electric-Mechanical Equipment;
- xv. Motor-generator Systems; and
- xvi. Electronic Equipment.

2.9 Cleaning

2.9.1 All facilities comprising the AIRPORT COMPLEX that is the purpose of the CONCESSION shall be thoroughly clean, free of debris, spilled cargo, or garbage, or slag, when the AIRPORT COMPLEX is returned and/or transferred.

3. Accepting the Return

3.1. Inspection

3.1.1. Two years before the CONCESSION terminates, ARTESP shall form and supervise the DEVOLUTION COMMISSION, made up of an equal number of representatives of ARTESP, the CONCESSIONAIRE and, if any, the

SUCCESSOR, to monitor the CONCESSIONAIRE's deployment of actions prior to the RETURN and/or the TRANSFER, as established in this ANNEX.

- 3.1.2. If, upon establishment of the DEVOLUTION COMISSION, the bidding process whose purpose includes a new concession of either all or parts of the AIRPORT COMPLEX that is the purpose of this CONCESSION, has not started, or, if such bidding process has started, but has not concluded, the SUCCESSOR shall be automatically included as a member of the DEVOLUTION COMISSION, as of the signing date of the new concession contract.
- 3.1.3. The DEVOLUTION COMISSION shall draw up, within 90 (ninety) days, counted as of its establishment, the first Inspection Report and propose to ARTESP, with the CONCESSIONAIRE's approval and, if any, the SUCCESSOR's consent, the parameters to be introduced to govern the RETURN and/or TRANSFER of all or part of the AIRPORT COMPLEX that is the purpose of the CONCESSION AGREEMENT.
- 3.1.4. The Inspection Report referenced in item 3.1.3 above shall reflect the current conditions of the AIRPORT COMPLEX, and ARTESP may propose its acceptance or instead establish the need for corrections, before the RETURN thereof to the STATE OF SÃO PAULO, and/or its TRANSFER to the SUCCESSOR.
- 3.1.5. Any and all corrections shall be put in place in accordance with time frames previously defined by ARTESP, entailing a new inspection, once services have been concluded.
- 3.1.6. In case of both the RETURN of the AIRPORT COMPLEX to the STATE OF SÃO PAULO and its TRANSFER to the SUCCESSOR, the rules established in item 4 of this ANNEX are to be complied with.
- 3.1.7. In case of TRANSFER, the DEVOLUTION COMISSION shall define how the interaction between the CONCESSIONAIRE and the SUCCESSOR is to unfold, submitting it to ARTESP's approval the month before the start of the Assisted Operation referenced in item 4.2 of this ANNEX.

3.2. Final and Interim Reports

- 3.2.1. Every 3 (three) months, as from the approval of the Inspection Report devised as specified in item 3.1.3 above, the DEVOLUTION COMISSION shall prepare and submit to ARTESP's approval an interim report on the execution of works developed, as well as a report following up on the execution of works in progress and the monitoring of airport pavements, attesting to the quality of the work developed by the CONCESSIONAIRE ("Interim Reports").
 - 3.2.1.1. When corrections of adjustments determined in the Inspection Report are concluded, a New Inspection Report shall be prepared, informing all corrections made.
- 3.2.2. Upon completion of the corrective work and adjustment of REVERTIBLE ASSETS, and following the approval of the new Inspection Report, as

established in the preceding paragraph, the DEVOLUTION COMMISSION shall devise, every 3 (three) months, and submit to ARTESP's approval, an interim report on the maintenance of conditions described in the new Inspection Report ("Interim Maintenance Reports" and, jointly with the "Interim Reports", the "Follow-up Reports").

3.2.3. The Follow-up Reports shall also inform any and all degradation circumstances of other REVERTIBLE ASSETS during the assessment period, provided that the CONCESSIONAIRE makes all arrangements necessary to keep the REVERTIBLE ASSETS in sound operating conditions, subject to the guidelines established in this ANNEX, and constantly providing ARTESP with current information thereon by sharing the Follow-up Reports. If the Follow-up Reports indicate the need to make adjustments, the procedure described in the preceding items shall be repeated.

3.2.3.1. Fifteen (15) days prior to termination of the CONCESSION, the Final Inspection Report shall be delivered, which shall detail the dates of all inspections and meetings held, including the respective minutes, all nonconformities identified and corrected during the course of the DEVOLUTION COMMISSION's work, and any other information deemed relevant by the DEVOLUTION COMMISSION, producing a final opinion as to the fulfillment of the conditions to allow for the RETURN or TRANSFER, as established in this ANNEX.

3.2.3.2. The PARTIES may choose, by mutual agreement, to hire an INDEPENDENT RAPPOREUR to produce the reports referenced in this ANNEX, as established herein.

3.2.3.3. The INDEPENDENT RAPPOREUR may be called upon to comment on the conclusions described in the reports before ARTESP makes its own decision, even when he or she was responsible for devising it.

3.3. The INDEPENDENT RAPPOREUR shall be selected by the CONCESSIONAIRE among candidates presented in a three-name list submitted by the CONCESSIONAIRE and confirmed by ARTESP, as established herein, to assist the DEVOLUTION COMMISSION with the RETURN and/or TRANSFER procedures, pursuant to the terms of this ANNEX.

3.3.1. The CONCESSIONAIRE shall submit, to ARTESP's prior confirmation, the names of at least 03 (three) companies or company consortiums satisfying the minimal conditions to qualify to act as an INDEPENDENT RAPPOREUR.

3.3.2. No legal entity and/or consortium may be hired to act as an INDEPENDENT RAPPOREUR which:

- (i) is currently subject to a penalty of temporary suspension from participating in bidding processes or impeded from contracting with the direct or indirect Administration of the State of São Paulo, as a result of the provisions of article 87, item III, and article 88 of Federal Law no. 8.666/1993, or article 7 of the Federal Law no. 10.520/2002, or article 47 of Federal Law no. 12.462/2011;
- (ii) has been declared unqualified to bid or contract with the Public Administration of any federative body, as established in article 87, item IV, of Federal Law no. 8.666/1993;
- (iii) has been convicted, under a sentence rendered by a court of last resort, to a

penalty of interdiction of rights, for committing environmental crimes, as established in art. 10 of Federal Law no. 9.605/1998;

- (iv) is the subject of a sanction, the effects of which prevent it from participating in bids or from contracting, entered in the registries referenced in article 22 of Federal Law no. 12.846/2013 and article 5 of State Decree no. 60.106/2014;
- (v) has been banned by the Plenary sitting of CADE from participating in bidding processes held by the Public Administration, as a result of a financial breach committed, as established under article 38, item II, of Federal Law no. 12.529/2011;
- (vi) has been banned from contracting with the Public Administration due to sanctions imposing restriction on rights as a result of an environmental administrative breach, as established in art. 72, §8, item V, of Federal Law no. 9.605/1998;
- (vii) has been prohibited from contracting with Public Authorities due to conviction for an act of administrative improbity, as established in article 12 of Federal Law no. 8.429/1992;
- (viii) has been declared unqualified to bid or contract with the Public Administration by the Plenary sitting of the Audit Court of the State of São Paulo, as established in article 108 of Complementary State Law no. 709/1993;
- (ix) has been temporarily suspended, impeded or declared unqualified to bid or contract with the Public Administration, for failure to comply with the Access to Information Law, as established in article 33, items IV and V, of Federal Law no. 12.527/2011, and article 74, items IV and V, of State Decree no. 58.052/2012;
- (x) is a cooperative entity, in light of the prohibition established in article 1, §1, of State Decree no. 55.938/2010, as worded by State Decree no. 57.159/2011;
- (xi) is currently in the process of judicial or extrajudicial restructuring, or insolvency, temporary special administration or intervention proceedings, or whose bankruptcy has been declared via court order.
- (xii) acts as an independent verifier under the CONTRACT, or currently has a valid contract with the CONCESSIONAIRE, even if it refers to a different subject;
- (xiii) has partners participating directly or indirectly in the CONCESSIONAIRE's administration or ownership structure;
- (xiv) has any employees, workers or service providers who have, or have had, in the past 06 (six) months, an employment tie, or a statutory, legal, technical, commercial, economic, financial or corporate tie, with the CONCESSIONAIRE, its direct shareholders, or with ARTESP.
- (xv) qualifies as a RELATED PARTY of the CONCESSIONAIRE or its direct and/or indirect shareholders; and
- (xvi) might have its independence and impartiality compromised, in any way.

3.3.3. ARTESP shall respond, within no more than 15 (fifteen) calendar days, counted as of the receipt of information referenced in item 3.3.1, concerning the qualification of companies or company consortiums presented by the

- CONCESSIONAIRE, provided that it confirms the qualification of at least 3 (three) companies or company consortiums to act as an INDEPENDENT RAPPORTEUR.
- 3.3.4. It shall be incumbent upon the CONCESSIONAIRE to formalize, within no more than 45 (forty-five) days, counted as of said confirmation by ARTESP, contracting of 1 (one) of the companies or company consortiums qualified by ARTESP to act as an INDEPENDENT RAPPORTEUR.
- 3.3.5. If ARTESP rejects the list of suggestions presented by the CONCESSIONAIRE, or confirms the qualification of less than 03 (three) companies or company consortiums, the CONCESSIONAIRE is to submit another list with additional suggestions, as established herein, and so on, according to the terms of item 3.3.1, until such time when ARTESP confirms the qualification of 3 (three) companies or company consortiums to act as an INDEPENDENT RAPPORTEUR under this CONCESSION.
- 3.3.6. If, after the production of the second list of suggested companies or consortiums to act as an INDEPENDENT RAPPORTEUR, one or two entities are qualified, the CONCESSIONAIRE shall be dismissed from submitting new suggestions.
- 3.3.7. ARTESP's rejection of INDEPENDENT RAPPORTEUR choices submitted by the CONCESSIONAIRE shall always be justified and explained, including an indication of requirement(s) that failed to be met by the CONCESSIONAIRE's suggestions.
- 3.3.8. ARTESP and the CONCESSIONAIRE may request, at any time, information or explanations directly from the INDEPENDENT RAPPORTEUR, provided that the INDEPENDENT RAPPORTEUR makes any reports, opinions, information or explanations available at the same time to both PARTIES, without having to inform or secure the prior consent of either PARTY, including the PARTY that requested any such report, opinion, information or explanation.
- 3.3.9. The INDEPENDENT RAPPORTEUR and its agents shall not have had any form of association with the CONCESSIONAIRE and its RELATED PARTIES, nor received from them any type of compensation, during the 12 (twelve) months preceding the establishment of the DEVOLUTION COMMISSION, nor may they come to have any form of association with the CONCESSIONAIRE and its RELATED PARTIES, nor receive any type of compensation, during the 12 (twelve) months following delivery of the Final Report.
- 3.3.10. The three-name list shall take into consideration the fact that the professional must have a consolidated technical reputation in the market and shall not be prohibited from transacting with the Public Administration.
- 3.3.11. All costs and any liabilities associated with securing and services of the INDEPENDENT RAPPORTEUR are to be borne solely by the CONCESSIONAIRE, provided that ARTESP, the STATE OF SÃO PAULO and the SUCCESSOR, if any, shall not be liable for any such costs.
- 3.3.12. If either PARTY disagrees with the findings described in the Reports referenced in this ANNEX presented by the INDEPENDENT RAPPORTEUR, the latter may be called upon to answer about the methods and results within no more than 5 (five) working days after the notification, which may be extended when duly justified by the INDEPENDENT RAPPORTEUR.
- 3.3.13. Once it has received the reports devised within the scope of this ANNEX,

ARTESP shall initiate administrative proceedings to examine their contents.

3.3.14. Once ARTESP has received the Reports referenced in this ANNEX, subject to the terms of item 3.3.13 above, ARTESP shall review and deliberate on their contents in the appropriate time to allow works to proceed.

3.3.15. To ensure the technical independence of examinations and contents submitted by the INDEPENDENT RAPPORTEUR:

- (i) all documents, reports, manuals, analyses and studies submitted by the INDEPENDENT RAPPORTEUR shall be delivered, in digital form, to the CONCESSIONAIRE and to ARTESP; and
- (ii) the INDEPENDENT RAPPORTEUR shall be ensured complete technical independence in the execution of services secured, whereas any disagreements concerning the contents of its work shall not entail enforcement of any penalties, nor any delays of or deductions from its compensation.

3.4. Provisional Receipt Certificate

3.4.1. The Provisional Receipt Certificate shall be signed on the last day of the term of the AGREEMENT by the CONCESSIONAIRE, the STATE OF SÃO PAULO and ARTESP, and, if a SUCCESSOR exists, it shall expressly consent thereto, thereby ending the CONCESSIONAIRE's responsibility for the maintenance and operation of the AIRPORT COMPLEX. The Provisional Receipt Certificate shall list any remedial arrangements that have yet to be made by the CONCESSIONAIRE.

3.4.2. Should there be any conditions referenced in this ANNEX that are still pending the CONCESSIONAIRE's compliance, they shall be satisfied according to the following:

- a) In the event of the RETURN to the STATE OF SÃO PAULO, the satisfaction of pending conditions shall be carried out based on a schedule to be drawn up by ARTESP;
- b) In case of TRANSFER, if pending conditions cannot be satisfied by the end of the contract term, the amount equivalent thereto shall be converted into compensation to be paid by the CONCESSIONAIRE at ARTESP's discretion, either to the latter or directly to the SUCCESSOR, whose compensation shall be computed in the form of a financial-economic recovery, as established in the terminating CONCESSION AGREEMENT.

3.5. The Provisional Receipt Certificate shall reflect REVERTIBLE ASSETS' current conditions, including the terms of their acceptance and any necessary corrections or replacements, which shall be the CONCESSIONAIRE's responsibility, whereas no compensation shall be payable to the CONCESSIONAIRE.

3.5.1. If any corrections or replacements are to be executed by the CONCESSIONAIRE, the Provisional Receipt Certificate shall inform the term for their completion, which shall be properly justified.

3.5.2. ARTESP may determine, in the Provisional Receipt Certificate, the delivery of appropriate technical and administrative documents, as well as the transmission

of operating instructions concerning COMMISSIONED SERVICES, which have not yet been delivered or transmitted by the CONCESSIONAIRE.

- 3.5.3. All corrections and replacements executed by the CONCESSIONAIRE in view of restoring REVERTIBLE ASSETS back to their proper operational conditions, or promoting a technological advancement, or the maintenance thereof, shall not entitle the CONCESSIONAIRE to payment of any compensation or reimbursement.
- 3.5.4. Failure to execute corrections and replacements specified in the Provisional Receipt Certificate shall entail compensation in favor of ARTESP, in an amount corresponding to the services that were not executed, without prejudice to enforcing sanctions set forth under this AGREEMENT, as enforceable in case of breach of contract.
- 3.5.5. It shall be incumbent upon the CONCESSIONAIRE to remove, within the term specified in the Provisional Receipt Certificate, all assets used for purposes of the CONCESSION that are not qualified as REVERTIBLE ASSETS.
- 3.6. Provisional Transfer to the SUCCESSOR:
 - 3.6.1. Execution of the Provisional Receipt Certificate marks the transfer of operations and maintenance of the AIRPORT COMPLEX, or any part thereof, to the SUCCESSOR, according to the act of Adjudication of the purpose of the bidding process won, but does not relieve the CONCESSIONAIRE from its civil liability to hold the STATE OF SÃO PAULO and/or the SUCCESSOR harmless, resulting from the assurance of useful life established in this ANNEX.
- 3.7. Final Acceptance Certificate
 - 3.7.1. Following an observation period of 6 (six) months, counted as of the date of issuance of the Provisional Receipt Certificate, and subject to the fulfillment of all of the CONCESSIONAIRE's obligations, as established in said document, the Final Acceptance Certificate for the AIRPORT COMPLEX shall be issued.
 - 3.7.1.1. If, within such term, all requirements established in the Provisional Receipt Certificate are met, the Final Acceptance Certificate shall establish this fact and authorize release of the PERFORMANCE BOND.
 - 3.7.2. If, at the end of 6 (six) months following issuance of the Provisional Receipt Certificate, the CONCESSIONAIRE has failed to meet all the conditions established in this ANNEX and in the Provisional Receipt Certificate, the State of São Paulo shall be compensated, and/or the SUCCESSOR shall ask that ARTESP deduct the value of the respective guarantee, considering the guarantee provided by the CONCESSIONAIRE under this AGREEMENT.
 - 3.7.2.1. In the event that the AIRPORT COMPLEX is returned to the STATE OF SÃO PAULO, the guarantee shall be executed, in an amount computed in the form of the financial-economic recovery established in the terminating CONCESSION AGREEMENT.

- 3.7.3 The CONCESSIONAIRE's final responsibilities shall only terminate upon issuance of a Provisional Receipt Certificate and the Final Acceptance Certificate, as the case may be, without, however, relieving the CONCESSIONAIRE of its civil liability to hold the STATE OF SÃO PAULO, ARTESP and/or the SUCCESSOR harmless, resulting from assurance of REVERTIBLE ASSETS' useful life, as established in this ANNEX and in ANNEX 02.
- 3.7.4 In view of the calculation of the compensation referenced in items 3.7.3, unit costs to be adopted shall be based on those practiced in the market upon filing of the claim. If no information is found in the tables referenced herein, other parameters shall be considered, such as those used and published in Brazilian and international engineering journals, or, when no such publications are available, a market quote may be procured, from, at least, 3 (three) suppliers.
- 3.7.5 Until the FINAL RETURN CERTIFICATE is issued, the PERFORMANCE BOND shall not be released.
- 3.7.6 Until execution of the Final Acceptance Certificate, regardless of the reason for terminating the AGREEMENT, the CONCESSIONAIRE shall not dissolve, partition its equity, or distribute any monies among its shareholders, until such time when ARTESP attests, with the FINAL RETURN CERTIFICATE, that REVERTIBLE ASSETS are in perfect working conditions, properly maintained and ready to use, and free of any charges or liens, and that all amounts due to ARTESP or the STATE OF SÃO PAULO, by way of compensation or any other reason, has been fully warranted.
- 3.7.7 ARTESP shall include in the PROVISIONAL RETURN CERTIFICATE and in the FINAL RETURN CERTIFICATE the sub-rogations referenced in Section 41.2 of the AGREEMENT, concerning activities inherent, accessory or ancillary to the purpose of the CONCESSION, as well as contracts for NON-TARIFF REVENUE executed among the CONCESSIONAIRE and any third parties, provided that it shall be incumbent upon the CONCESSIONAIRE to include, when possible, a provision addressing this possibility in any such agreements, and to make all arrangements necessary to amend such contracts, in order to reflect the same conditions practiced by the CONCESSIONAIRE.

4. Transition

4.1. Obligations of the CONCESSIONAIRE

- 4.1.1. The CONCESSIONAIRE shall have the following obligations, aimed at ensuring ongoing operations of the AIRPORT COMPLEX, as well as for properly conducting the transition of the AIRPORT COMPLEX to the State of São Paulo, to the Federal Government or the SUCCESSOR:
- i. To provide documents and contracts concerning the purpose of the CONCESSION, including a background and project for all interventions executed at the AIRPORT COMPLEX throughout the course of the CONCESSION, and any other documents requested by the DEVOLUTION COMMISSION or ARTESP;

- ii. To devise operational documents concerning the purpose of the CONCESSION;
- iii. To provide additional information concerning AIRPORT COMPLEX operations;
- iv. To cooperate with the SUCCESSOR, and/or ARTESP, or the Federal Government, to ensure proper transmission of operations of all or part of the AIRPORT COMPLEX, as well as knowledge and information about it, as potentially determined by ARTESP;
- v. To allow ARTESP, the Federal Government, and/or the SUCCESSOR to monitor AIRPORT COMPLEX operations and the CONCESSIONAIRE's routine activities;
- vi. To arrange for the personnel of ARTESP, the Federal Government, and/or the SUCCESSOR to be trained to duly operate the AIRPORT COMPLEX, between signing of the Provisional Receipt Certificate through signing of the Final Acceptance Certificate;
- vii. To work together with the SUCCESSOR and ARTESP, as well as the Federal Government or the SUCCESSOR, to prepare any procedures and reports required for the transfer and transitional process;
- viii. To appoint professionals from significant fields to act in the operational transition, during the assumption of the service by ARTESP, the Federal Government or the SUCCESSOR;
- ix. To make physical space available to accommodate work groups from ARTESP, the Federal Government and/or the SUCCESSOR, or whomever ARTESP shall determine, during said period;
- x. To assist in the planning of staff;
- xi. To interact with ARTESP, the Federal Government, and/or the SUCCESSOR, as well all other players and agents involved in operating the AIRPORT COMPLEX;
- xii. To collaborate in all other manners determined by ARTESP;
- xiii. To make available, within the term established by ARTESP, a recent georeferenced video record and other documents reflecting the most current inventories, to be kept by the CONCESSIONAIRE throughout the entire CONCESSION TERM;

4.2. Actions Conducive to Assisted Operations of the AIRPORT COMPLEX:

- 4.2.1. During the last 3 (three) months of the CONCESSIONAIRE's AGREEMENT term, the SUCCESSOR may, subject to the CONCESSIONAIRE's and ARTESP's prior notification and consent, assign personnel to observe operations and maintenance of the AIRPORT COMPLEX, in order to become familiarized with operations of the AIRPORT COMPLEX that is the purpose of the CONCESSION.

- 4.2.2. ARTESP shall define, in due course, the rules to govern the Assisted Operation, which might impose new obligations upon the SUCCESSOR, subject to the limitations of the duty to collaborate with the TRANSFER of the CONCESSION to the SUCCESSOR.

4.3. Dispute Resolution during the Transition phase

- 4.3.1. In case of disagreements or disputes within the DEVOLUTION COMISSION as to the need for corrections or any failure to meet the minimal conditions established in this ANNEX, or in the event of any decisions made by ARTESP, the dissenting member shall express its dissent in writing, along with the appropriate justification, to ARTESP, delivering a copy to other members within 15 (fifteen) working days after the disputed action, including suggestions for resolving the challenged or disputed items, as well as a cost estimate, when applicable. Other DEVOLUTION COMISSION members may respond within 5 (five) days after the respective notification of dissent.
- 4.3.2. All notifications shall be reviewed by ARTESP's competent personnel within no more than 15 (fifteen) working days, counted as of their receipt.
- 4.3.3. In the event that the dispute raised was reviewed by the INDEPENDENT RAPPORTEUR, the latter's findings shall be binding upon the CONCESSIONAIRE, prevailing over any prior opinions thereof, except for any proven illegality or any findings that the CONCESSIONAIRE has expressly opposed, within 5 (five) days after notification of the INDEPENDENT RAPPORTEUR's findings.
- 4.3.4. Notwithstanding the provisions of items 3.3.8 and 4.3.1 above, in the event that ARTESP disagrees with the contents of the Reports, including any contents prepared by an INDEPENDENT RAPPORTEUR, all such disputes may be settled with the out-of-court dispute settlement methods referenced in the AGREEMENT.
- 4.3.5. Any decision made by ARTESP's Administrative Council concerning the dissent by the DEVOLUTION COMISSION member(s) shall be binding thereon, which shall implement actions stipulated immediately after notification of the decision, aimed at enabling signing of the Provisional Receipt Certificate, or signing of the Final Acceptance Certificate.
- 4.3.6. ARTESP's validation of works executed by the DEVOLUTION COMISSION, including Inspection Reports, subject to the provisions of item 4.3.5, shall imply acceptance in full, by the CONCESSIONAIRE and the SUCCESSOR, of the AIRPORT COMPLEX's current conditions, whereas any costs eventually incurred by the SUCCESSOR as a result of unforeseeable defects, which are not attributable to fault or malice on behalf of DEVOLUTION COMISSION members, shall be treated as established under the contract executed for the future concession.
- 4.3.7. Any interference, impairment, obstruction or disruption of the ongoing rendering of services that are the purpose of this CONCESSION AGREEMENT is prohibited, as is the imposition of any charge not resulting from the

CONCESSION AGREEMENT upon the CONCESSIONAIRE during the transition period.

- 4.3.8. Any and all joint definition by the CONCESSIONAIRE and the SUCCESSOR, whether or not concerning the transition phase, and being of a strictly private nature, which does not affect proper rendering of the awarded service, shall be notified to ARTESP, but will not justify any recovery in favor of the CONCESSIONAIRE or the SUCCESSOR, nor result in any charge to ARTESP.
- 4.3.9. Any settlement between the CONCESSIONAIRE and the SUCCESSOR concerning assets comprising the CONCESSION, which are to be transferred directly to the SUCCESSOR, will be allowed, as long as the settlement is pre-approved by ARTESP and does not entail any cost to ARTESP, the STATE OF SÃO PAULO and does not compromise the quality of services rendered to users, which is why no recovery will be due in favor of the CONCESSIONAIRE or the SUCCESSOR.