

**AUCTION No. 01/2020**

**CONCESSION FOR THE EXPANSION, MAINTENANCE AND  
EXPLORATION OF AIRPORTS INTEGRATING IN THE  
SOUTH, CENTRAL AND NORTHERN BLOCKS**

## Sumário

PREAMBLE .....	4
CHAPTER I - INITIAL PROVISIONS .....	5
Section I - Definitions .....	5
Section II - Object .....	11
Section III - Access to the Public Notice .....	13
Section IV - Clarifications on the Notice.....	14
Section V - Technical Visits .....	14
Section VI - From the Challenge to the Notice.....	15
Section VII - General Provisions .....	15
CHAPTER II - THE SPECIAL BIDDING COMMITTEE .....	17
CHAPTER III - PARTICIPATION IN THE AUCTION.....	18
Section I - Foreign Company Participation .....	18
Section II - Consortium Participation .....	19
CHAPTER IV - DOCUMENTATION .....	22
Section I - Preliminary Statements.....	22
Section II - Representatives.....	23
Subsection I - Accredited Representative .....	23
Subsection II - Accredited Participants.....	25
Section III - Proposal Guarantee.....	26
Section IV - Economic Proposal.....	29
Section V - Qualification.....	30
Subsection I - Legal Qualification .....	30
Subsection II - Economic and Financial Qualification.....	32
Subsection III - Tax and Labor Regularity .....	33
Subsection IV - Technical Qualification .....	33
CHAPTER V - AUCTION STEPS.....	38
Section I - Presentation of Documents .....	38
Section II - Analysis of the Preliminary Statements, Representation Documents and Bid Guarantee .....	40
Section III - Public Auction Session.....	41
Section IV - Other Documents analysis .....	43

Section V - Administrative Resources .....	44
Section VI - Approval of the Auction and the Object adjudication .....	44
CHAPTER VI - CONCESSION CONTRACT .....	46
Section II - Signing of the Concession Contract.....	52
Section III - Concession Contract general provisions .....	53
CHAPTER VII - PENALTIES .....	54
CHAPTER VIII - FINAL PROVISIONS .....	55

## PREAMBLE

The Federal Government, through ANAC, an autarchy linked to the Ministry of Infrastructure, makes public the conditions of the bidding, in this Auction NOTICE No. 01/2020, in the form of auction with phase inversion, as described in Chapter V - From the Auction Stages, with judgment criteria, the highest Initial Contribution offered, in order to select the best proposals for the conclusion of public service concession contracts for the expansion, maintenance and operation of the Airports belonging to the South Block (Curitiba Airport / PR - Afonso Pena (SBCT), Foz do Iguaçu Airport / PR - Waterfalls (SBFI), Navegantes Airport / SC - Ministro Victor Konder (SBNF), Londrina / PR Airport - Governador José Richa (SBLO), Joinville Airport / SC - Lauro Carneiro de Loyola (SBJV), Bacacheri / PR Airport (SBBI), Pelotas / RS Airport (SBPK), Uruguaiana / RS Airport - Rubem Berta (SBUG) and Bagé Airport / RS - Commander Gustavo Kraemer (SBBG)), Bloc o Central (Goiânia / GO - Santa Genoveva Airport (SBGO), São Luís / MA Airport - Marechal Cunha Machado (SBSL), Teresina / PI Airport (SBTE) - Senador Petrônio Portella, Palmas Airport / TO - Brigadeiro Lysias Rodrigues (SBPJ), Petrolina Airport / PE

- Senator Nilo Coelho (SBPL) and Imperatriz Airport / MA - Mayor Renato Moreira (SBIZ)) and North Block (Manaus International Airport / AM - Eduardo Gomes (SBEG), Porto Velho Airport / RO - Governor Jorge Teixeira de Oliveira (SBPV), Rio Branco Airport / AC - Plácido de Castro (SBRB), Cruzeiro do Sul Airport (SBCZ), Tabatinga / AM Airport (SBTT), Tefé Airport / AM (SBTF) and Boa Vista Airport / RR - Atlas Brasil Cantanhede (SBBV)).

The aforementioned Airports were included in the National Privatization Program - PND, according to Federal Decree No. 9,972, of August 14, 2019. The conditions and procedures for privatization and concession are based on Federal Decree No. 7,624, of November 22, 2011, which provides for the conditions of exploitation by the private sector of airport infrastructure, by means of a concession, as well as in the Council Resolution of the Presidency of the Republic's Investment Partnerships Program - CPPI nº 52, of May 8, 2019.

This bidding process will also be governed by the rules provided for in this Notice and its annexes, by Federal Laws No. 9,491, of September 9, 1997, No. 8,987, of February 13, 1995, and, in the alternative, by Federal Law No. 8,666, of 21 June 1993, and other current rules on the matter.

The bidding was preceded by a Public Consultation, pursuant to article 39 of Federal Law No. 8.666 / 93, of June 21, 1993, duly disclosed on the website [www.anac.gov.br](http://www.anac.gov.br) and in the Official Gazette of the Union No. 40, of February 28, 2020, with face-to-face sessions held in Manaus / AM, on March 2, 2020, in Goiânia / GO, on March 6, 2020, in Curitiba / PR, on March 9, 2020 and in Brasília / DF, on March 11, 2020. It is added that the legal documents were also submitted to the Public Consultation complementary to the one previously mentioned, which was also disclosed on the ANAC website and in the Official Gazette of the Union No. 153, of August 11, 2020, due to changes in these documents caused by the Technical revision,

Economic and Environmental Feasibility Studies and the complementary guidelines of the Federal Government, which sought to reflect the impacts of COVID-19 pandemic in the privatization process.

## CHAPTER I - INITIAL PROVISIONS

### Section I - Definitions

1.1. For the purposes of this Notice, and without prejudice to other definitions established herein, the following expressions are defined as follows:

1.1.1. Contractor: successful proponent (or bidder) of the bidding process;

1.1.2. Airports: Airports that are part of the Blocks that will be the object of this bidding procedure, as specified in item 1.1.7.

1.1.3. ANAC: National Civil Aviation Agency, an entity that forms part of the indirect Federal Public Administration, submitted to a special municipal regime, created by Federal Law No. 11,182, of September 27, 2005;

1.1.4. Contract Attachment: each of the Attachments to the Concession Contract;

1.1.5. Attachments: each of the documents attached to the Public Notice, followed by its name

1.1.6. Technical assistance: offering advice or intellectual, technological and material support that enable the effective process achievement, service or activity for executing the concession contract;

1.1.7. Airport Block: Each of the groups of Airports subject to this bidding procedure, which will be awarded in aggregate, as specified below:

1.1.7.1. South Block:

1.1.7.1.1. Curitiba / PR Airport - Afonso Pena;

1.1.7.1.2. Foz do Iguaçu Airport / PR - Cataratas;

1.1.7.1.3. Navegantes Airport / SC - Ministro Victor Konder;

1.1.7.1.4. Londrina Airport / PR - Governador José Richa;

1.1.7.1.5. Joinville Airport / SC - Lauro Carneiro de Loyola;

1.1.7.1.6. Bacacheri Airport / PR;

1.1.7.1.7. Pelotas Airport / RS;

1.1.7.1.8. Uruguaiana Airport / RS - Rubem Berta;

1.1.7.1.9. Bagé Airport / RS - Commander Gustavo Kraemer.

1.1.7.2. Central Block:

1.1.7.2.1. Goiânia / GO Airport - Santa Genoveva;

1.1.7.2.2. São Luís / MA Airport - Marechal Cunha Machado;

1.1.7.2.3. Teresina Airport / PI - Senador Petrônio Portella;

1.1.7.2.4. Palmas Airport / TO - Brigadeiro Lysias Rodrigues;

1.1.7.2.5. Petrolina Airport / PE - Senador Nilo Coelho;

1.1.7.2.6. Imperatriz Airport / MA - Mayor Renato Moreira.

1.1.7.3. North Block:

1.1.7.3.1. Manaus International Airport / AM - Eduardo Gomes;

1.1.7.3.2. Porto Velho Airport / RO - Governor Jorge Teixeira de Oliveira;

1.1.7.3.3. Rio Branco Airport / AC - Plácido de Castro;

1.1.7.3.4. Cruzeiro do Sul Airport / AC;

1.1.7.3.5. Tabatinga Airport / AM;

1.1.7.3.6. Tefé Airport / AM;

1.1.7.3.7. Boa Vista Airport / RR - Atlas Brasil Cantanhede

1.1.8. **Associates:** companies subject to significant influence from another company. There is significant influence when the power is held or exercised to participate in the financial or operational policy decisions of the investee, without controlling it. Significant influence is assumed when there is ownership of 20% (twenty percent) or more of the investee's voting capital, without controlling it;

1.1.9. **Special Bidding Commission:** commission established by ANAC that will be responsible for conducting the procedures related to the Auction, in addition to examining and judging all documents;

1.1.10. **Airport Complex:** the Concession area, characterized by the airport site, in accordance with the Concession Airports object, and in accordance with the description in Annex 2 - Airport Exploration Plan - PEA, of the Contract, applicable to each Airport, including lanes domain, buildings and land, as well as areas occupied with operational, administrative and commercial facilities related to the Concession;

1.1.11. **Concession:** Public services concession referred to in Federal Law No. 8,987, of February 13, 1995, whose scope is the expansion, maintenance and operation of the Airports belonging to the Blocks that are the object of this bidding procedure;

1.1.12. **Concessionaire:** special purpose company responsible for the Contract execution, constituted in the form of a joint stock company by the proponent that won the Concession for each Block, according to Brazilian laws, with headquarters and management in Brazil;

1.1.13. **Consortium:** is the group of proponents, jointly and severally liable for the fulfillment of the obligations arising from this bidding process, and bound by a Term of Commitment to Constitute a Specific Purpose, in the manner of Annex 17 - Instructions to the Term of Commitment to Incorporate Specific purpose;

1.1.14. **Contract:** the Concession Agreement to be signed between the Granting Authority and the Concessionaire, pursuant to Annex 23 - Draft Concession Agreement;

1.1.15. **Contribution to the System:** total amount to be paid by the Concessionaire to the National Civil Aviation Fund - FNAC, consisting of the Initial Contribution and the Variable Contribution, under the terms of the Contract;

1.1.16. **Initial Contribution:** amount offered by the proponent for payment to the Granting Authority, under the terms of its economic proposal for the respective Block;

1.1.17. **Subsidiary:** the company in which the Parent Company, directly or through other subsidiaries, holds partner rights that permanently guarantee it the majority of votes in corporate resolutions and the power to elect the majority of the company's directors; and effectively uses its power to direct social activities and guide the functioning of the organs of society;

1.1.18. **Parent company:** The natural or legal person or the group of persons bound by voting agreement, or under common control, who:

1.1.18.1. Holds shareholder rights that permanently guarantee him the majority of votes in the deliberations of the general meeting and the power to elect the majority of the company's directors; and

1.1.18.2. It effectively uses its power to direct social activities and guide the functioning of the society organs.

1.1.19. **The Concessionaire control:** ownership of at least 50% (fifty percent) plus one of the shares representing the Concessionaire voting capital or other criteria that may be regulated by ANAC;

1.1.20. **Qualification Documents:** set of documents listed in the Public Notice, to be mandatorily presented by the proponents and Consortium members, as the case may be, intended to prove their legal, fiscal, technical and economic-financial qualification;

1.1.21. **Notice:** it is this document that stipulates the Auction rules;

1.1.22. **Leading Consortium Company:** company appointed by the proponent participating in the bid as a partner, responsible to the Granting Authority for the fulfillment of the proponent's obligations contained in this Notice, without prejudice the joint liability of the other partner companies;

1.1.23. **Airline Companies:** national or foreign legal entities duly authorized to perform regular air transportation or not of persons and / or cargo and postal bags for profit;

1.1.24. **FNAC:** National Civil Aviation Fund, of an accounting nature, created by Law No. 12,462, of August 5, 2011, for the funds allocation from the civil aviation system, linked to the Ministry of Infrastructure;

1.1.25. **Contractual Performance Guarantee:** faithful fulfillment guarantee of the Contract obligations, to be provided by the Concessionaire, and which may be performed by ANAC in the cases provided in the Contract;

1.1.26. **Proposal Guarantee:** guarantee provided by the Proponents that may be executed by the Granting Authority, under the terms of the Notice;

1.1.27. **Infraero:** Brazilian Airport Infrastructure Company - Infraero, a federal public company established by Federal Law No. 5,862, of December 12, 1972;

1.1.28. **Auction:** bidding modality for the proponent selection that will constitute the Concessionaire responsible for the Concession object execution;

1.1.29. **Auction Procedures Manual:** document containing guidelines, rules and model documents for the bidding procedures, including the provision of Proposal Guarantee and participation in the Public Auction Session;

1.1.30. **Airport Operator:** legal entity that directly operates an airport, its Parent Companies or Subsidiaries, as well as wholly owned subsidiaries of said legal entities;

1.1.30.1. It also fits the definition of this item:

1.1.30.1.1. the legal entity that holds a 20% (or twenty percent) interest in the common shares in the company that directly operates an airport, or in its Parent Company, and that, through a shareholders' agreement, participates in the control of that operator or its parent company; and

1.1.30.1.2. The legal entity established under other social forms and with the objective of operating airports, in which the one that directly operates an airport participates statutorily in its control.

1.1.31. **Related Parts:** in relation to the Concessionaire, any Controlling, Affiliate and respective Subsidiaries, as well as those considered by the Accounting Standards in force;

1.1.32. **Accredited Participant:** a distributor or brokerage firm qualified under the terms of Brazilian law and authorized to operate at (the auction organizer) and contracted by the proponent to represent it in all acts related to the Auction with the Auction organizer;

1.1.33. **PEA:** Airport Exploration Plan, presented by the Granting Authority as Annex 2 to the Contract, which details the object of the concession and determines the obligations and conditions for the Airports operation by the Concessionaire;

1.1.34. **Granting Authority:** the Federal Union, represented by ANAC, under the terms of art. 8, XXIV, of Law No. 11,182, of September 27, 2005;

1.1.35. **Proponent:** legal entities, investment funds and private pension entities participating in the Auction, individually or as a Consortium member;

1.1.36. **Classified proponent:** proponent whose economic proposal meets all the requirements established in the applicable legislation and is still subject only to the conditions and terms set forth in this Notice;

1.1.37. **Owner Proponent of the Airport Block:** Classified proponent that presented the highest bid, so far, for the Airport Block in question, observing the rules of the Public Auction Session;

1.1.38. **Non-Tariff Revenues:** alternative, complementary or accessory revenues, obtained by the Concessionaire as a result of the economic activities exploration carried out at the Airport Complex, and which are not remunerated by Tariffs;

1.1.39. **Fare Revenue:** revenue from the payment of airport charges;

1.1.40. **Accredited Representatives:** persons authorized to represent the proponent in all documents related to the Auction, except in the acts performed with the (entity organizing the auction);

1.1.41. **Public Auction Session:** public session to open the economic proposal envelop delivered by the proponent, referring to the Airports Concession object, and to carry out the stage of the Auction's speakerphone;

1.1.42. **Tariff:** Provision remuneration of airport services, pursuant to Annex 4 of the Contract - Concession Contract tariffs of the respective Airport;

1.1.43. **Users:** all natural and legal persons who are the policyholders of the services provided by the Concessionaire, or by a third part indicated by it, at the Airport Complex.

1.2. **Except** when the context does not allow such an interpretation, the Notice definition will also be applied in its singular and plural forms.

## Section II - Object

1.3. The purpose of this Auction is the CONCESSION FOR EXPANSION, MAINTENANCE AND EXPLORATION OF AIRPORTS INTEGRATING THE BLOCKS, as provided in the Contract Draft and Attachments to the Contract corresponding to the Airport Block, in accordance with the requirements contained in this Notice and Attachments, to be remunerated through Tariff and Non-Tariff Revenues.

1.4. The objects of the bid are the Concessions of the following Blocks: Southern Block (Curitiba Airport / PR - Afonso Pena (SBCT), Foz do Iguaçu Airport / PR - Waterfalls (SBFI), Navegantes Airport / SC - Minister Victor Konder (SBNF ), Londrina / PR Airport - Governador José Richa (SBLO), Joinville / SC Airport - Lauro Carneiro de Loyola (SBJV), Bacacheri / PR Airport (SBBI), Pelotas / RS Airport (SBPK), Uruguaiana Airport

/ RS - Rubem Berta (SBUG) and Bagé Airport / RS - Commander Gustavo Kraemer (SBBG)), Central Block (Goiânia / GO Airport - Santa Genoveva (SBGO), São Luís Airport / MA - Marechal Cunha Machado (SBSL ), Teresina Airport / PI (SBTE) - Senador Petrônio Portella, Palmas Airport / TO - Brigadeiro Lysias Rodrigues (SBPJ), Petrolina Airport

/ PE - Senador Nilo Coelho (SBPL) and Imperatriz Airport / MA - Mayor Renato Moreira (SBIZ)) and North Block (Manaus International Airport / AM - Eduardo Gomes (SBEG), Porto Velho Airport / RO - Governador Jorge Teixeira de Oliveira (SBPV), Rio Branco / AC Airport - Plácido de Castro (SBRB), Cruzeiro do Sul Airport / SBC (SBCZ), Tabatinga / AM Airport (SBTT), Tefé / AM Airport (SBTF) and Airport Boa Vista / RR - Atlas Brasil Cantanhede (SBBV)).

1.4.1. A Concession Contract will be signed for each Airport Block.

1.5. Proponents will be able to submit economic proposals for all Airport Blocks.

1.6. The following Attachments are an integral part of this Notice: Attachment 1 - Auction Procedures Manual;

Annex 2 - Auction Clarification Request Model; Annex 3 – Warrant Model;

Annex 4 – Warrant Model (Consortium proponents); Annex 5 - Warrant Model (Foreign proponents);

Annex 6 – Charter model of Proposal guarantee presentation; Annex 7 - Minimum Terms and Conditions of the Guarantee Insurance;

Annex 8 - Bank Security Model;

Annex 9 - Economic Proposal Presentation Model (written); Annex 10 - Economic Proposal Ratification Model;

Annex 11 - Qualification Documents presentation of charter model; Annex 12 - Preliminary Statement Model;

Annex 13 - Preliminary Statement model for Technical Assistance;

Annex 14 - Formal Statement model of Express Submission to Brazilian Legislation of waive of claim by Diplomatic vias;

Annex 15 - Financial Capacity Statement model;

Annex 16 – Charter model Subscribed by Airport Operator;

Annex 17 - Instructions for the Commitment term to incorporate a Special Purpose Company;

Annex 18 –Statement model of commitment to hire technical assistance to Airport operations;

Annex 19 - Minimum bylaws requirements;

Annex 20 – Charter statement model of equivalence;

Annex 21 - Charter Statement Model of Equivalent Document Absence and Absence Statement of Tax and Labor debts;

Annex 22 - Assets minimum list;

Annex 23 -Concession Contract draft.

### Section III - Access to the Public Notice

1.7. The bid notice, its Attachments, as well as all information, studies and projects available about the Airports in question may be obtained:

1.7.1. in electronic media, at ANAC headquarters, located in Brasília, Federal District, in the Southern Commercial Sector, block 09, Lot C, Ed. Parque da Cidade Corporate - Tower A, Code 70308- 200, between December 21, 2020 and 20 January 2021, from 9 am to 4 pm, by appointment with the Special Tender Committee, via electronic address to be made available on the ANAC website, [www.anac.gov.br](http://www.anac.gov.br); and

1.7.2. on the ANAC website, [www.anac.gov.br](http://www.anac.gov.br), focusing on the availability of this information and studies the rules foreseen for this purpose in this Notice.

1.8. Interested companies must obtain the Public Notice by the means specified above, to guarantee the authenticity of the texts and that all documents and Annexes that make up the Public Notice are in their possession.

1.9. ANAC is not responsible for the text and annexes of public notices obtained or known in a manner or place other than those indicated in this public notice.

1.10. Obtaining the Notice will not be a condition for participation in the Auction, being sufficient for both the knowledge and acceptance, by the proponent, of all its terms and conditions.

## Section IV - Clarifications on the Notice

1.11. The Special bidding Committee may provide clarifications on the Invitation to Bid, by letter or at the request of the proponent, which will bind the interpretation of its rules.

1.12. The request for clarification, by the proponents, must occur until January 20, 2021, through their own electronic form available on the ANAC website or according to the model included in Annex 2 - Auction Clarification Requesting Model.

1.13. Forwarding can be:

1.13.1. Electronically, on the ANAC website at a link to be made available; or

1.13.2. through an electronic protocol through the electronic process control system used by ANAC.

1.14. ANAC will not answer questions that have been formulated differently from that established in the Notice.

1.15. All ANAC responses to requests for clarification made pursuant to this section will be included in the draft, which will be an integral part of the bidding procedure.

1.16. The draft will be published on the ANAC website at least 10 (ten) days before the date of set the envelopes delivery described in item 5.1 of Section I - Presentation of the CHAPTER V Documents - THE AUCTION STEPS and will be available to the interested parts at ANAC headquarters for consultation, without identifying the source of the questioning. The proponents may also withdraw a copy of the draft of clarification about the Notice at ANAC headquarters.

## Section V - Technical Visits

1.17. The proponents will be able to inspect the Airport Complex of each Airport that is part of the Block object of the bidding, in technical visits that will be scheduled according to the procedure to be disclosed by the Special Bidding Commission.

1.18. The technical visits must be carried out by the date established for the delivery of the envelopes described in item 5.1.

1.19. Any losses due to its failure to verify the Airport Complex are the sole responsibility of the proponents.

## Section VI - From the Challenge to the Notice

1.20. Any objection to this Notice must be filed at ANAC's headquarters up to 5 (five) business days before the date established for the delivery of the envelopes described in item 5.1, under penalty of the right lapsing.

1.21. The challenge to the Bid invitation must be addressed to the President of the Special bidding Committee and delivered to ANAC headquarters in physical and electronic media.

1.22. The objection must specify which Airport Block it refers to or indicate that it refers to the Notice as a whole. The challenge regarding specific issues of an Airport Block will not prevent or suspend the continuation of the bidding in relation to the other Airport Blocks.

1.23. The Special Bidding Commission must judge and respond to any objections, in accordance with the law.

1.24. If a judicial or administrative measure suspends the bidding for one or more airport blocks, it is at the discretion of ANAC to proceed with the auction with respect to the block (s) not affected by the decision.

## Section VII - General Provisions

1.25. All bidding documents, as well as correspondence exchanged between proponents and ANAC must be written in Portuguese, with all documentation consulted and interpreted according to this language.

1.26. Foreign origin documents submitted in other languages will not be considered for the purpose of evaluation and judgment of proposals without (i) authentication with the Consular

Departments of the Ministry of Foreign Affairs (MRE) abroad and (ii) sworn translation into the language Portuguese.

1.26.1. To the Signatory Countries of the Convention on the Elimination of the Requirement for Legalization of Foreign Public Documents, signed by the Federative Republic of Brazil, in The Hague, on October 5, 1961, the rite established in Decree No. 8.660, of 29 January 2016, as applicable, with the obligation to translate documents by a sworn translator.

1.27. Except when expressly authorized in this Public Notice, the documents must be presented in accordance with the models contained in the Public Notice, if any.

1.28. All time references in this Notice refer to Brasilia's official time.

1.29. All correspondence related to the Public Notice sent to ANAC will be considered as delivered on the date of its receipt by ANAC, through Electronic Protocol, through the electronic process control system used by ANAC, subject to the relevant regulations within the scope of the Agency.

1.30. Any changes to the Public Notice will be published in the Federal Official Gazette and on the website [www.anac.gov.br](http://www.anac.gov.br).

1.31. Documents submitted electronically may not have restrictions on access or content protection.

1.32. The information, studies, research, investigations, surveys, projects, spreadsheets and other documents or data, related to the respective Airport Complexes and / or to the Airport Blocks object of the Concession and its exploitation, made available on the ANAC website, were made and obtained for the exclusive purposes of the Concession pricing, not presenting any binding character that makes the Granting Authority responsible to the Proponents or to the future Concessionaire.

1.33. The proponents are responsible for the direct conditions analysis of the respective Airport Complexes included in the Blocks and of all data and information on the Concession operation, as well as for the examination of all instructions, conditions, requirements, laws, decrees, standards, specifications and regulations applicable to the Auction and the Concession, and must bear their respective costs and expenses, including with regard to the performance of studies, investigations, surveys, projects and investments.

1.34. Participation in the Auction implies full and unconditional acceptance of all the terms, provisions and conditions of the Auction Notice and Attachments, of the draft of the

Concession Agreement and Attachments, as well as of the other rules applicable to the Auction, except for the provisions of paragraph 3 of Art 41 of Law 8,666 of June 21, 1993.

## CHAPTER II - THE SPECIAL BIDDING COMMITTEE

2.1. The Auction will be judged by the Special Bidding Commission, and it will be responsible for conducting the necessary works for the Auction.

2.2. The Special Bidding Commission may request information from any bodies and entities involved in this bidding, as well as from all those members of the Federal Public Administration.

2.3. In addition to the prerogatives that implicitly arise from its legal function, the Special Tender Committee may:

2.3.1. to ask the proponents, at any time, for clarification on the documents presented by them, as well as to adopt criteria for remedying formal failures in the Auction course, the subsequent inclusion of a document that should have originally appeared in the documents presented by the proponents;

2.3.2. promote diligence aimed at clarifying and requesting additional information to clarify, confirm the authenticity of the information contained in the documents, or to complement the Auction instruction; and

2.3.3. Extend the deadlines referred to in the Public Notice in the event of public interest, unforeseeable circumstances or force majeure, without the Applicants having the right to indemnification or reimbursement of costs and expenses in any capacity, subject to prior approval by the ANAC Board.

2.4. The refusal to provide clarifications and documents or to comply with the requirements requested by the Special bidding Committee, within the deadlines determined by it and in accordance with the terms of this Notice, may lead to the disqualification of the proponent, with the consequent execution of the Proposal Guarantee, under terms of item 4.18 of this Notice.

## CHAPTER III - PARTICIPATION IN THE AUCTION

3.1. Brazilian or foreign legal entities, private pension entities and investment funds may participate in the Auction, under the terms of this Notice, in isolation or in a Consortium.

3.2. The participation of a consortium member, its Subsidiaries, Parent Company, or under common control, in more than one Consortium will not be allowed, even if with different participations or members, or in isolation, for the submission of a proposal for the same Airport Block.

3.3. The proponents will be represented in the Auction, necessarily, by Accredited Representatives and Accredited Participants.

### Section I - Foreign Company Participation

3.4. Applicants from foreign legal entities must present, both for isolated participation and in a Consortium, the documents equivalent to the qualification documents, authenticated by the Brazilian consular authority in their country of origin, subject to the provisions of item 1.26.1, and translated by a translator sworn.

3.5. Applicants from foreign legal entities must submit a statement in accordance with the model in Annex 20 – Charter model equivalence statement, certifying the correlation between the legal administrative documents and their validity, normally required in bids in Brazil and the correspondents in the origin country.

3.6. Equivalent qualification documents must be presented in order to enable analysis of their validity and enforceability.

3.7. In the event of the absence of documents equivalent to those requested in this Notice or of the body (ies) in the origin country that authenticates them, a statement must be submitted, informing such fact, by the Proponent, according to the model in Annex 21 - Charter Model Statement of Equivalent Document Absence

3.7.1. If any of the documents required in Subsection III of Section V of Chapter IV of the present Notice fits the hypothesis of the previous item, the statement contained in Annex 21 -

Charter Model Statement of Equivalent Document Absence shall be added to the corresponding statement of nonexistence debts of a tax and labor nature payable.

3.8. The proponents will respond civilly, administratively and criminally for the veracity of the statements mentioned above.

3.9. Legal Representatives of proponents are considered foreign legal persons to be a person legally accredited and domiciled in Brazil, with express powers, by means of warrant by public or private instrument, with a signature recognized as genuine by a notary or other entity in accordance with the legislation applicable to the documents, to receive service and respond administratively and judicially in Brazil, as well as to represent it at all stages of the process, subject to the provisions of item 1.25, conditions that must be expressly indicated in their legal documents.

3.9.1. The warrant must be issued in the official language of the Proponent's origin country, duly consularized, observing the provisions of item 1.26.1, with sworn translation and registered in the Registry of Titles and Documents. The model in Appendix 5 can be used to fulfill this item.

## Section II - Consortium Participation

3.10. In the case of a Consortium, the following rules must be observed, without prejudice to others existing in the Public Notice:

3.10.1. In the formation and organization of Consortia, the proponents must observe the provisions of item 3.2;

3.10.2. Each consortium member must meet individually the requirements related to the presentation of preliminary statements, legal, fiscal, labor and economic-financial regularity, as appropriate, provided for in the Notice;

3.10.3. The disqualification of any consortium member will result in the automatic disqualification of the Consortium; and

3.10.4. The Airport Operator, if it is a member of the Consortium, must hold at least 15% (fifteen percent) of participation.

3.11. There is no limit on the number of participants for constituting the Consortium.

3.12. Inclusion, substitution, withdrawal, exclusion or even change in the participation percentage of consortium members will not be allowed from the envelopes delivery date until the signing of the Contract.

3.13. In addition to other documents required by the Public Notice, the proponents' participation in a Consortium regime is subject to the presentation of a commitment for the Constitution of a Special Purpose Company, subscribed by the consortium members, under the terms of Annex 17 - Instructions for the Commitment term to incorporate a Special Purpose Company of this Notice, expressly indicating each of the Airport Blocks in relation to which economic proposals are presented.

3.14. For Investment Funds the following rules will apply:

3.14.1. Fund administrators and managers, or any other that has a relevant influence, will be considered as Proponents for the application of the participation limits provided for in this Notice;

3.14.2. Quota holders who have a participation equal to or greater than 20% (twenty percent) in the Investment Fund will be considered as Proposers for the application of the participation limits provided for in this Notice.

#### Section III - Limitations to Participation

3.15. Legal entities cannot participate in this Auction, either alone or in a Consortium, who:

3.15.1. Are suspended from participating in bidding and prevented from contracting with the Federal Government, during the term of the sanction applied;

3.15.2. Have been declared unsuitable for bidding or contracting with the Public Administration, while the reasons for the punishment persist or until their rehabilitation is promoted;

3.15.3. Have been prohibited from contracting with the Public Power, due to the provisions of art.72, § 8, V, of Law 9,605 / 98;

3.15.4. Have been prohibited from contracting with the Government, pursuant to art. 12 of Law No. 8,429 / 92;

3.15.5. Framed in the fences provided for in art. 9 of Law No. 8,666 / 93;

3.15.6. Have been sentenced, by final judgment, to a penalty of interdiction of rights due to the practice of environmental crimes, as disciplined in art. 10 of Law No. 9,605, of February 12, 1998;

3.15.7. have directors or technical officers who are or have been occupying a commissioned or effective position or employment at ANAC, at the Ministry of Defense, at the extinct Civil Aviation Secretariat of the Presidency of the Republic, at the Ministry of Infrastructure, at Infraero or at occupants of management positions, superior advice or intermediate assistance from the Federal Government, in the last 180 (one hundred and eighty) days prior to the date of publication of the Notice;

3.16. Airline Companies cannot participate in this Auction in isolation.

3.16.1. The restriction mentioned in item 3.16 applies to the Controlling Companies, Subsidiaries and Affiliates of the Airline Companies, as well as to the Controlling Companies and Affiliates of the Controlling Companies and Airline Subsidiaries, except when the Airport Operator that meets the Technical Qualification requirements provided Subsection IV of Section V of Chapter IV of this Public Notice fits into one of these situations.

3.17. The participation of Airline Companies, their Controlling Companies, Subsidiaries and Affiliates is permitted, as well as the Controlling Companies and Affiliates of the Controlling Companies and Subsidiaries of the Airline Companies as a member of the Consortium, subject to the provisions of this item.

3.17.1. One or more Airline Companies may not participate with more than 2% (two percent) in the Consortium, considering the sum of their participation.

3.17.1.1 For the purposes of item 3.17.1 above, the participation in the consortium of any of the legal entities mentioned in item 3.17 will be considered cumulatively.

3.17.1.2 If the Airport Operator who meets the Technical Qualification requirements provided for in Subsection IV of Section V of Chapter IV of this Notice is in one of the situations provided for in item 3.17, his participation in the Consortium will not be considered for limit verification

that deals with item 3.17.1, with the specific rules of the Concession Agreement being applicable, except when such participation occurs directly through the Airline in the Consortium.

3.18. In any event, with the exception of the situations provided for in item 3.17.1.2, the entities participation indicated in item 3.17 in the Concessionaire's management is prohibited, making it impossible to elect members of the Board of Directors or the Executive Board.

## CHAPTER IV - DOCUMENTATION

4.1. All documents must preferably be submitted electronically, in their original form or certified copy, except when expressly provided otherwise, subject to the provisions of Section I of Chapter V.

4.2. All documents that have been admitted in physical media will be kept by the auction organizer) until the expiration of 15 (fifteen) days from the signing of the Contract, when the auction organizer will then return them to ANAC.

4.3. Documents referring to unsuccessful proponents may be withdrawn by them after the completion of all inspection steps carried out by the Federal Court of Accounts, pursuant to Section I of Normative Instruction No. 81, of June 20, 2018.

4.3.1. The Proposal Guarantee may be re-validated by unsuccessful proponents 15 (fifteen) days after the signing of the Contract or, in the case of revocation of the bid, within 15 (fifteen) days after the revocation act publication.

4.3.2. After 30 (thirty) days from the inspection conclusion referred to in item 4.3, ANAC will render unused documents unusable.

### Section I - Preliminary Statements

4.4. Proponents must submit preliminary statements, on the date and in the form provided for in item 5.1, according to the model in Annex 12 - Preliminary Statements Model, in the sense of:

4.4.1. be aware of all the requirements provided in the Public Notice and its Annexes;

4.4.2. Do not affect the limitation cases to participation in the event, provided in Chapter III, Section III, of this Notice;

4.4.3. Are not in bankruptcy, self-bankruptcy, judicial or extrajudicial recovery, judicial or extrajudicial liquidation, insolvency, temporary special administration or under the intervention of the competent supervisory body; and

4.4.4. Comply with the provisions of art. 7, XXXIII, of the Federal Constitution, which includes among the rights of urban and rural workers the prohibition of night, dangerous or unhealthy work for children under eighteen years of age and of any work for children under sixteen, except as an apprentice, from fourteen years old;

4.4.5. If the proponents intend to demonstrate their technical qualification through the alternative provided for in item 4.4.2.3, the document referred to in this item must be accompanied by the statement contained in Annex 13 - Preliminary Statements Model for Technical Assistance, whereby the legal person to be hired to assist airport operations must identify themselves and declare, duly proven the powers of representation and observing the provisions of items 1.25 and 1.26:

4.4.5.1. That it either will not participate in the auction, upon submission of a bid for the same Airport Block, as an individual proponent, member of the Consortium or linked to other proponents through a commitment to contract technical assistance;

4.4.5.2. That does not affect the limitation cases to participation in the event, provided for in Chapter III, Section III, of this Notice.

## Section II - Representatives

### Subsection I - Accredited Representative

4.5. Each Proponent, individual or in a Consortium must demonstrate the existence of individuals, statutory legal representatives, administrators or attorneys-in-fact, with sufficient representation power to practice the acts related to the event, by presenting the documentation listed below.

4.6. The representation powers proof of the Accredited Representatives will take place on the date and in the form provided for in item 5.1, through:

4.6.1. In the case of proponents who are Brazilian companies, upon the constitutive acts presentation and draft election and / or simplified certificate, in the case of statutory legal representatives or administrators, and in the case of attorneys-in-fact, a warrant that proves powers to practice, on behalf of the Proponent, all acts relating to the Auction (including the powers to receive a summons, represent the Proponent administratively and judicially, make agreements and waive rights), except those referred to in item 4.10, along the lines of the model in Annex 3 - Warrant Model, with notarized signature and accompanied by documents that prove the powers of the grantor (s) (according to the last change filed in the competent business or civil registry);

4.6.2. In the case of Consortium Proponents, the warrant mentioned in the previous item must be granted by the Leading Company, with a notarized signature, following the model set out in Annex 3 - Warrant Model, and will be accompanied by:

4.6.2.1. Indication of the Leading Company as responsible for the acts performed by the Consortium before ANAC;

4.6.2.2. Warrant granted by the consortium members to the Leading Company, in the manner of Attachment 4 - Warrant Model (Consortium Proponents), giving it express, irreversible and irrevocable powers to agree with conditions, compromise, undertake, sign any papers, documents and instruments contracts related to the Auction object;

4.6.2.3. Documents that prove the powers of all grantors (according to the last change filed in the competent business or civil registry); and

4.6.2.4. Commitment to the Constitution of a Special Purpose Company, subscribed by the consortium members, in accordance with Annex 17 - Instructions for the Commitment term to incorporate a Special Purpose Company;

4.6.3. In the case of an isolated foreign company, upon presentation of:

4.6.3.1. Warrant granted to a representative residing and domiciled in Brazil, according to the model in Annex 5 - Warrant Model (Foreign Proponents), which proves powers to:

i. perform, on the Proponent behalf, all acts related to the Auction, except those referred to in item 4.10 of the Auction Notice;

ii. Receive summons and represent the Bidder administratively and judicially; and

iii. Make deals and waive rights.

4.6.3.2. documents that prove the powers of the grantors, with the signature (s) duly recognized as true by a notary or other entity in accordance with the legislation applicable to the documents, recognized by the Brazilian consular representation, observed, when if applicable, item 1.26.1, duly translated into Portuguese by a sworn public translator and registered with the Registry of Titles and Documents (according to the last change filed in the competent business, civil registry or equivalent requirement of the origin country).

4.7. Without prejudice to the provisions of item 5.1, the Accredited Representatives must sign and acknowledge the signature of all statements and documents referred to in this Notice, including the intermediation agreement between the Accredited Participant and the Proponent.

4.8. Accredited Representatives will not be allowed to intervene or perform acts related to the procedure mentioned in items 5.17 to 5.20, considering that such representation will be exercised exclusively by the Accredited Participants.

4.9. Each Accredited Representative may only represent a single Proponent.

## **Subsection II - Accredited Participants**

4.10. The Accredited Participants must represent the Proponents in the delivery of all documents required in this Notice, especially the Proposal Guarantee, the economic proposal and the qualification documents, and in the acts of the Public Auction Session.

4.11. The intermediation contract between the Accredited Participant and the Proponent will have the minimum content specified in Appendix 1 - Auction Procedures Manual and must be delivered on the date and in the manner provided for in item 5.1.

4.12. Each Accredited Participant may only represent a single Individual proponent or Consortium and each Individual proponent or Consortium may only be represented and participate in the Auction through a single Accredited Participant.

### Section III - Proposal Guarantee

4.13. The Proposal Guarantee for each of the Airport Blocks object of the Concession that the proponent intends to submit a bid for must be submitted on the date and in the manner provided for in item 5.1, in the following amounts:

4.13.1. Southern Block: minimum amount of R\$ 74,522,967.43 (seventy-four million, five hundred and twenty-two thousand, nine hundred and sixty-seven reais and forty-three cents);

4.13.2. Central Block: minimum amount of R\$ 35,589,987.99 (thirty-five million, five hundred and eighty-nine thousand, nine hundred and eighty-seven reais and ninety-nine cents);

4.13.3. Northern Block: minimum amount of R\$ 36,344,646.03 (thirty-six million, three hundred and forty-four thousand, six hundred and forty-six reais and three cents).

4.14. The Proposal Guarantee may be provided in cash, federal public debt securities, surety bonds or bank guarantees, according to the instructions in Attachment 1 - Auction Procedures Manual, subject to the following conditions:

4.14.1. The Proposal Guarantees presented in the insurance guarantee and bank guarantee modalities must meet the minimum information indicated in the models contained in Annexes 7 - Minimum Terms and Conditions of the Guarantee Insurance and 8 - Bank Security Model and must have their value expressed in reais, in addition to containing the administrators signature of the issuing company, with proof of the respective powers for representation, the Certificate of Administrators issued by SUSEP is admitted in the case of guarantee insurance.

4.14.1.1. The representation powers proof of the signatories of the Bank Guarantee charter and Guarantee Insurance Policy may be done through prior registration with the (organizing entity of the auction), according to the procedure described in Annex 1 - Auction Procedures Manual.

4.14.2. In the event that the Proposal Guarantee is provided in government bonds, only Pre-fixed Treasury (National Treasury Bills - LTN), SELIC Treasury (Financial Treasury Bills - LFT), IGPM + Treasury with Semiannual Interest (Notes) the National Treasury - series C - NTN-C) or Treasury Fixed with Half-Year Interest (National Treasury Notes - series F - NTN-F);

4.14.3. In the case of a cash guarantee, the deposit must be made at Caixa Econômica Federal agency defined by the Proponent, based on art. 82 of Decree no. 93,872, of December 23, 1986, and in Decree-Law No. 1,737, of December 20, 1979, and the beneficiary's copy must be included in the 1st Volume;

4.14.4. If the Proponent participates in isolation, the Bid Security must be submitted in its own name;

4.14.5. In the case of a Consortium, the Proposal Guarantee must be submitted on behalf of one or more consortium members and must expressly indicate the name of the Consortium and all consortium members with their respective percentage stakes, regardless of whether the Bid Security was provided by a or more consortium members. In this case, it is still permissible to contribute the total amount due, segregated among the consortium members, who may opt for one of the guarantee modalities, without the choice prejudice, by the other consortium members, by different modality; and

4.14.6. In the case of an investment fund, the Bid Guarantee must be provided by the fund's administrator or manager, according to the applicable regulatory provision.

4.15. In case the Proposal Guarantee is provided by means of public debt securities, according to item 4.14.2, these must be issued in book-entry form, through registration in a centralized settlement and custody system authorized by the Central Bank of Brazil and evaluated economic values, as defined by the Ministry of Finance.

4.16. The Bid Guarantee must have ANAC as the beneficiary and the Proponent as the policyholder, and must have a minimum term of 1 (one) year, counting from the date mentioned in item 5.1, and its validity term must have been extended by at least 15 (fifteen) days before its expiration, at the expense of the Proponents themselves, if it expires before the term provided for in item 4.21, under penalty of disqualification in this event.

4.17. In the case of renewal, the Bid Guarantee will be readjusted by the positive variation of the Extended Consumer Price Index (IPCA), in the period between the date referred to in item 5.1 and the month immediately prior to the renewal of the Bid Guarantee.

4.18. The Proposal Guarantees may be executed by ANAC, upon prior notification, ensuring the right of adversary and wide defense, without prejudice to the other penalties provided for in the Public Notice and in the applicable legislation, in the following cases, as provided in art. 5th, item LV, of the Federal Constitution:

4.18.1. Total or partial default, by the Proponent, of the assumed obligations by them due to their Auction participation;

4.18.2. Presentation, by the winning Proponent, of the qualification documents in non-compliance with the established by the Notice;

4.18.3. Presentation, by the winning proponent, of an economic proposal that does not meet all the requirements established in the applicable legislation and in the Public Notice;

4.18.4. Non-fulfillment by the Contractor of the obligations prior to the Contract execution;

4.18.5. The Contractor's refusal to enter into the Contract;

4.18.6. Practice by the acts Proponent that aim to frustrate the contest objectives;

4.18.7. Fines coverage, penalties and indemnities eventually due by the Proponents to ANAC, by virtue of their Auction participation, from the date of submission of the Bid Guarantee until the term provided for in item 4.21, without prejudice to the application of other penalties and residual liability for the value that goes beyond the Proposal Guarantee; and

4.18.8 The proposal withdrawal by the proponent within the validity period.

4.19. Any modification to the terms and conditions of the Proposal Guarantee after its presentation to ANAC is prohibited without your prior consent.

4.20. The Bid Guarantee may not contain a clause excluding any liabilities contracted by the guarantor in relation to participation in the Auction Notice terms.

4.21. The Bid Security will be returned to proponents within 15 (fifteen) days after the Contract Effective Date.

#### Section IV - Economic Proposal

4.22. The economic proposal, offered for the respective Airport Block object of the Concession, will deal with the amount of the Initial Contribution to be paid to the Granting Authority.

4.22.1. The proponent must submit a specific economic proposal for each Airport Block to which it intends to compete, subject to the provisions of item 5.2.

4.23. The proponent must indicate, in its economic proposal, the amount of the Initial Contribution to be paid to the Granting Authority with a maximum of 2 (two) decimal places, to be readjusted under the terms of Attachment 23 - Concession Contract draft, observing the following minimum amounts:

4.23.1. Southern Block: minimum R\$ 130,203,558.76 (one hundred and thirty million, two hundred and three thousand, five hundred and fifty-eight reais and seventy-six cents);

4.23.2. Central Block: minimum R\$ 8,146,055.39 (eight million, one hundred and forty-six thousand, fifty-five reais and thirty-nine cents);

4.23.3. Northern Block: minimum R\$ 47,865,091.02 (forty-seven million, eight hundred and sixty-five thousand, ninety-one reais and two cents).

4.24. For the minimum amounts definition referred to in item 4.23 and sub-items, the tax benefit of the Special Incentive Scheme for the Development of Infrastructure - REIDI, under the terms of Law No. 11,488, of June 15, 2007, was not considered.

4.24.1 In case of granting a tax benefit from the Special Incentive Scheme for Infrastructure Development - REIDI, ANAC will proceed to restore the economic and financial balance of the Contract, in favor of the Granting Authority.

4.25. For the minimum amounts definition referred to in item 4.23 and sub items, the benefit referred to in art. 1 of Provisional Measure No. 2,199-14, of August 24, 2001.

4.25.1. Obtaining the benefit will not lead to the economic restoration and financial balance of the Contract.

4.26. The economic proposal submitted must be valid for 1 (one) year, counted from the date of its presentation, and this term may be extended only once for the same period, upon request by ANAC.

4.27. The economic proposals, as well as the bids made in the Auction hands-free stage, must be unconditional, irreversible and irrevocable.

4.28. The business plan may not be submitted by the proponent, either with the economic proposal or at any other stage of the bidding process, under penalty of disqualification and a fine equivalent to the amount of the Bid Guarantee, with its consequent execution.

## Section V - Qualification

4.29. The qualification documents must be presented according to the model in Annex 11 - Qualification Documents Presentation of charter Model

4.30. Foreign Proponents must present, both for isolated participation and in a Consortium, the documents equivalent to those required in this Notice, according to the instructions contained in items 3.4, 3.5, 3.6, 3.7 and 3.7.1.

### Subsection I - Legal Qualification

4.31. The proponent must present the documents listed below, including with regard to Consortium members, if any:

4.31.1. Bylaws or Incorporation articles, accompanied by evidence from the administrators in office, duly registered with the competent Commercial Registry or Registry Office;

4.31.2. Certificate issued by the competent Commercial Registry or Registry Office, with updated information on the company's registration.

4.32. When the proponent is an open or closed supplementary pension entity, it must additionally provide express proof and specific authorization regarding the constitution and functioning of the supplementary pension entity, granted by the competent supervisory body.

4.33. When the proponent is an investment fund, it must additionally present the following documents:

4.33.1. Registration proof of the investment fund with the Securities and Exchange Commission;

4.33.2. Consolidated investment fund regulation;

4.33.3. Registration proof of the investment fund regulation before the competent Securities registry and Documents;

4.33.4. Administrator registration proof and, if any, of the investment fund manager, before the Securities and Exchange Commission; and

4.33.5. Proof that the investment fund is duly authorized to participate in the event.

4.34. In the case of foreign legal entities operating in Brazil, an authorization decree and a registration act or authorization for operation issued by the competent body will be required, when the activity so requires.

4.35. Foreign legal entities, which participate in isolation or assembled in a Consortium, which do not operate in Brazil, must present the documentation provided for in this Subsection, in accordance with the legislation of their origin country, and must also present an express statement that they are subject to the Brazilian law and that waives any claim through

diplomatic channels, as provided for in Annex 14 - Formal Statement Model of Express Submission to Brazilian Legislation of waive of claim by Diplomatic via.

## Subsection II - Economic and Financial Qualification

4.36. The proponent must present the documents listed below, including with regard to Consortium members, if any:

4.36.1. For any business company type: negative certificate of bankruptcy filing, judicial and extrajudicial recovery, issued by the judicial distributor of the District (Civil Courts) of the city where the company is headquartered, with a maximum of 90 (ninety) days prior the date of the Public Auction Session;

4.36.2. for simple companies: Certificate issued by the judicial distributor of Civil Courts in general (Patrimonial Execution) of the District where the company is headquartered, dated, at most, 90 (ninety) days prior to the date of the Public Auction Session.

4.37. When the proponent is an open or closed supplementary pension entity, it must additionally present a statement that the plans and benefits administered by it are not under liquidation or intervention by the Private Insurance Superintendence (SUSEP) or the National Superintendence of Private Pension Plans (PREVIC), both from the Ministry of Economy.

4.38. When the proponent is an investment fund, it must also present a negative certificate of bankruptcy from the fund's administrator and manager, issued by the distribution office (s) of their headquarters, with a term of up to 90 (ninety) days prior to the date of the Public Auction Session.

4.39. The proponent and, in the case of a Consortium, each consortium member individually and in proportion to their participation in the Consortium, must declare that it has or has the capacity to obtain sufficient financial resources to fulfill the obligations to contribute its own resources and third parts necessary to achieve the Concession object, in accordance with Annex 15 - Financial Capacity Statement Model

### Subsection III - Tax and Labor Regularity

4.40. The proponent must present the documents listed below, including with regard to Consortium members, if any:

4.40.1. Proof of enrollment in the National Register of Legal Entities of the Ministry of Finance - CNPJ;

4.40.2. Certificate of Good Standing with the Guarantee Fund for Length of Service - FGTS, which is within the validity period attested therein;

4.40.3. proof of fiscal regularity before the National Treasury, by presenting a certificate of debts related to federal taxes and the active debt of the Federal Government, which covers the taxes administered by the RFB, the Active Debt of the Federal Government administered by PGFN and the social contributions provided for in paragraphs "A" to "d" of the sole paragraph of article 11 of Law 8,212, of July 24, 1991;

4.40.4. proof of fiscal regularity before the State and Municipal Farms, this referring to securities taxes, all from the respective domicile and with a maximum term of 180 (one hundred and eighty) days prior to the date of the Public Auction Session, prevailing the validity period attested in them;

4.40.5. Negative certificate of labor debts as provided for in Law No. 12,440, of July 7, 2011.

4.41. If any certificate presented is positive, and the updated status of the process is not included in it, it must be accompanied by discharge proof and / or certificates that bring the updated status of the action or administrative procedures adopted for tax regularization, with , at most, 90 (ninety) days prior to the date of the Public Auction Session.

### Subsection IV - Technical Qualification

4.42. For the purposes of technical qualification for bidding at the auction, one of the following requirements must be met:

4.42.1. The proponent who participates in the auction in isolation must be an Airport Operator who has operated, in at least one of the last five years, an airport that has processed, in that year, at least:

(i) For the Southern Block, constituted by the Airport of Curitiba / PR - Afonso Pena (SBCT), Airport of Foz do Iguaçu / PR - Waterfalls (SBFI), Navegantes Airport / SC - Ministro Victor Konder (SBNF), Airport of Londrina / PR - Governador José Richa (SBLO), Joinville / SC Airport - Lauro Carneiro de Loyola (SBJV), Bacacheri / PR Airport (SBBI), Pelotas / RS Airport (SBPK), Uruguaiana Airport / RS

- Rubem Berta (SBUG) and Bagé Airport / RS - Commander Gustavo Kraemer (SBBG): 05 (five) million passengers;

(ii) For the Central Block, constituted by the Airport of Goiânia / GO - Santa Genoveva (SBGO), Airport of São Luís / MA - Marechal Cunha Machado (SBSL), Airport of Teresina / PI (SBTE) - Senador Petrônio Portella, Airport de Palmas / TO - Brigadeiro Lysias Rodrigues (SBPJ), Petrolina Airport / PE - Senador Nilo Coelho (SBPL) and Imperatriz Airport / MA - Mayor Renato Moreira (SBIZ): 01 (one) million passengers;

(iii) For the North Block, constituted by the International Airport of Manaus / AM - Eduardo Gomes (SBEG), Porto Velho Airport / RO - Governor Jorge Teixeira de Oliveira (SBPV), Rio Branco Airport / AC - Plácido de Castro (SBRB), Cruzeiro do Sul Airport (SBCZ), Tabatinga Airport / AM (SBTT), Tefé Airport / AM (SBTF) and Boa Vista / RR Airport - Atlas Brasil Cantanhede (SBBV): 01 (one) million passengers.

4.42.2. The proponent participating in the auction in a Consortium form must have, in the Consortium's composition, an Airport Operator who meets the technical experience requirement set forth in item 4.42.1, subject to the provisions of item 3.10.4.

4.42.2.1. In case of participation in a consortium, a minimum period of corporate relationship between the Parent Company or wholly-owned subsidiary of the operating legal entity or its Parent company and the legal entity that directly operates the airport will not be required, the latter having to meet the minimum experience period provided for in the item 4.42.1.

4.42.3. The proponent that participates alone or in the form of a Consortium that does not meet the requirements of items 4.42.1 or 4.42.2 must submit, in accordance with the Model in Annex 18 - Commitment statement model to hire a legal entity to provide technical assistance to airport operations, a commitment

hiring a legal entity that has operated, in at least one of the last five years, an airport that has processed, in that year, at least:

(i) For the Southern Block, constituted by the Airport of Curitiba / PR - Afonso Pena (SBCT), Airport of Foz do Iguaçu / PR - Waterfalls (SBFI), Navegantes Airport / SC - Ministro Victor Konder (SBNF), Airport of Londrina / PR - Governador José Richa (SBLO), Joinville / SC Airport - Lauro Carneiro de Loyola (SBJV), Bacacheri / PR Airport (SBBI), Pelotas / RS Airport (SBPK), Uruguaiana Airport / RS

- Rubem Berta (SBUG) and Bagé Airport / RS - Commander Gustavo Kraemer (SBBG): 05 (five) million passengers;

(ii) For the Central Block, constituted by the Airport of Goiânia / GO - Santa Genoveva (SBGO), Airport of São Luís / MA - Marechal Cunha Machado (SBSL), Airport of Teresina / PI (SBTE) - Senador Petrônio Portella, Airport de Palmas / TO - Brigadeiro Lysias Rodrigues (SBPJ), Petrolina Airport / PE - Senador Nilo Coelho (SBPL) and Imperatriz Airport / MA - Mayor Renato Moreira (SBIZ): 01 (one) million passengers;

(iii) For the North Block, constituted by the International Airport of Manaus / AM - Eduardo Gomes (SBEG), Porto Velho Airport / RO - Governor Jorge Teixeira de Oliveira (SBPV), Rio Branco Airport / AC - Plácido de Castro (SBRB), Cruzeiro do Sul Airport (SBCZ), Tabatinga Airport / AM (SBTT), Tefé Airport / AM (SBTF) and Boa Vista / RR Airport - Atlas Brasil Cantanhede (SBBV): 01 (one) million passengers.

4.42.3.1. Participation in the auction for the submission of a bid for the same Airport Block will not be permitted for the legal entity to be hired under item 4.42.3, either as an individual Bidder, member of the Consortium or linked to other proponents through commitment to contract technical assistance.

4.42.3.2. The contracting commitment referred to in this item must be signed by the proponent and the representative of the legal entity to be contracted, duly representing the powers of representation and observing the provisions of items 1.25 and 1.26.

4.42.3.3. The legal entity to be hired for technical assistance must declare, in the form of item 4.4.5, that it does not affect the cases of limitation to participation in the event, provided for in item 4.42.3.1 and Chapter III, Section III, of this Notice.

4.42.3.4. The contract referred to in item 4.42.3 must be formalized by the Concessionaire and the indicated legal entity until the Concession Contract signing and must provide, at least:

4.42.3.4.1. The technical assistance provision, considering the best practices in the sector, necessary to comply with current regulations, especially, but not exclusively, to the activities of:

i. Airport infrastructure project;

ii. Airport operational security management;

iii. Airport operation and maintenance;

iv. Emergency response;

v. fauna risk management;

vi. Civil aviation security against acts of unlawful interference (AVSEC);

vii. Elaboration, development and implementation of programs and plans applicable to airport operations and infrastructure;

viii. Adequate provision of the service to users;

ix. Consultation with users; and

x. Operational transfer.

4.42.3.4.2. Statement that the Concessionaire will not be able to exempt itself from the fulfillment, in completely or in part, of the obligations arising from the Concession Contract, or justify any delay or irregularity in the execution of its object, due to the contract mentioned in this item;

4.42.3.4.3. that the Concessionaire responds exclusively to ANAC for the Concession Contract fulfillment and the norms applicable to the airport operator of a public

civil aerodrome, despite any covenants established between contractor and contractor for the right of return;

4.42.3.4.4. That during the entire Concession Contract term, the technical assistance contract termination will depend on prior and express consent by ANAC, subject to the Concession Contract provision on the matter.

4.43. Proof of compliance with the technical qualification requirements by the Proposing Airport Operator or member of the Consortium or by the legal entity to be hired to provide technical assistance for the operation of the airports will obey the following:

4.43.1. For the purpose of proving the minimum passenger movement provided for in item 4.42, the Special Bidding Committee will consider the data released by the "Airports Council International - ACI" in relation to the respective airport.

4.43.1.1. The proponent will be able to prove the minimum movement of passengers, also by means of a certificate issued by the competent public entity, which will prevail over the document provided for in the caput in case of information divergence.

4.43.2. For the purpose of proving the other requirements contained in item 4.42, a certificate issued by the competent public entity must be presented, which expressly contains the following data regarding the Proposing Airport Operator or member of the Consortium or referring to the legal entity to be hired to provide assistance technique:

4.43.2.1. The name of the legal entity that directly operates the airport; and

4.43.2.2. The date of commencement of airport operation by that same legal entity.

4.43.3. If the Proponent Airport Operator or member of a Consortium or the legal entity to be hired to provide technical assistance is not the legal entity that directly operates the respective airport, it must present the statement contained in Annex 16, signed by the legal entity that operates it directly. You must also gather the supporting documents of your corporate relationship with the legal entity that directly operates the airport that qualifies you as an Airport Operator, in accordance with the definition in item 1.1.30.

4.44. In the case of a Consortium, at least one of the consortium members must fully and separately meet the requirements of items 4.42 and 4.43 and have the minimum participation provided for in item 3.10.4.

4.44.1. If up to 2 (two) members of the same Consortium have, individually, the technical qualification of item 4.42, the minimum participation provided for in item 3.10.4 may be met by the sum of the shares of these 2 (two) members.

## CHAPTER V - AUCTION STEPS

### Section I - Presentation of Documents

5.1. On April 1, 2021, from 9 am to 4 pm, the proponents must file, preferably through the electronic process control system used by ANAC, the documents related to the Preliminary statements, Representation Documents and Proposal Guarantee.

5.1.1. Alternatively, at the discretion of each proponent, the documents referred to in item 5.1 may be delivered in physical form, at (headquarters of the auction organizer), when they must appear, in two copies, in a sealed envelope identified on the cover as follows:

AUCTION No. 01/2020 - CONCESSION FOR EXPANSION, MAINTENANCE AND EXPLORATION OF THE INETGRANT AIRPORTS OF THE
<b>BLOCK</b> _____
SOCIAL NAME OF THE PROPONENT OR CONSORTIUM ACCREDITED PARTICIPANT NAME, PHONE AND E-MAIL OF THE APPLICANT AND PARTICIPANT REPRESENTATIVES
<b>PRELIMINARY STATEMENTS, REPRESENTATION DOCUMENTS AND GUARANTEE OF THE PROPOSAL</b>

5.1.2. Even if they opt for the protocol of the documents referred to in item 5.1 through the electronic process control system used by ANAC, proponents who offer proposal guarantees in the bank guarantee form or cash guarantee must present the documentation related to the guarantee and the Representation Documents in physical medium, on the day and time indicated in this item, except in the event that the referred documentation presents digital certification.

5.2. The economic proposal, duly signed, according to the model provided for in Annex 9 - Economic Proposal Presentation Model, must be delivered exclusively in physical form, consisting of a sealed envelope in two copies, on the same date and time mentioned in item

5.1, in (entity organizing the Auction), regardless of whether or not the option mentioned in item 5.1.1 has been exercised.

5.2.1. A sealed envelope must be presented for each Airport Block in which the proposal is to be offered, identifying them on the cover as follows:

AUCTION No. 01/2020 - CONCESSION FOR EXPANSION, MAINTENANCE AND EXPLORATION OF THE INETGRANT AIRPORTS OF THE
<b>BLOCK</b> _____
SOCIAL NAME OF THE PROPONENT OR CONSORTIUM ACCREDITED PARTICIPANT NAME, PHONE AND E-MAIL OF THE APPLICANT AND PARTICIPANT REPRESENTATIVES
<b>ECONOMIC PROPOSAL</b>

5.3. Until 23 hours and 59 minutes of April 14, 2021 (five working days from the public auction session), proponents who, pursuant to item 5.21, are declared the winners of each Airport Block, must file, exclusively through the electronic process control system used by ANAC, the Qualification Documents, proving that at the date of presentation of the economic proposal, the qualification requirements required in this Notice and its Annexes were met.

5.4. Each proponent must submit the documents referring to the Preliminary statements, Representation and Proposal Guarantee Documents referred to in item 5.1, as well as the Qualification Documents referred to in item 5.3, even if they have offered a proposal or been declared winner of more than one Airport Block.

5.5. Specifically for the hypotheses dealt with in items 5.1.1 and 5.2, when the document is delivered in physical medium, the following provisions must also be observed:

5.5.1. One of the Accredited Representatives must initial on the seal of each of the envelopes indicated in item 5.1, inserting the date and time next to the heading, in his own hand;

5.5.2. The two copies of the documents must contain, in addition to the cover identification, the subheadings "1st copy" and "2nd copy", respectively, as well as being presented separately bound, with all pages numbered sequentially, including separation pages, catalogs, drawings or similar, if there are more than one notebook, from the first to the last page, so that the numbering of the last page of the last notebook reflects the number of pages in each volume, with no amendments, erasures or reservations allowed.

5.5.3. The documents must also be presented electronically, by means of CD, DVD or “pen drive”, in a known format without access restriction or content protection, with the same content as the first copy presented in physical medium, being certain that, in case of divergence between the two, the information presented in physical media will prevail.

5.6. Proponents are solely responsible for the integrity and documents authenticity submitted by means of electronic protocol, in the form of items 5.1 and 5.3, and must provide for the dematerialization of those that were originally issued in physical medium.

5.6.1. Electronic signatures will be accepted, provided that the document presented contains suitable means for verifying their authenticity, which will have a value equivalent to the recognition of analogical firms, including, but not limited to QR Codes and codes for validation on website links expressly indicated in the document in question.

5.7. Documents received in disagreement with this Notice and its attachments will not be considered for any purpose, and the responsible tenderer will be disqualified from the event.

## Section II - Analysis of the Preliminary Statements, Representation Documents and Bid Guarantee

5.8. The proponents’ participation in the Public Auction Session will be subject to the prior presentation, in accordance with the requirements of the Auction Notice, of the following documents:

5.8.1. Preliminary statements referred to in Section I of Chapter IV of the Public Notice;

5.8.2. Representation Documents, referred to in Section II of Chapter IV of the Public Notice; and

5.8.3. Bid Guarantee, under the conditions set out in this Notice and in Appendix 1 - Auction Procedures Manual, as well as in the manner provided for in Appendix 6 - Charter model of Proposal Guarantee presentation

5.9. The (organizing entity of the auction) will advise the Special Bidding Commission in analyzing the regularity of the preliminary statements, representation documents and guarantees presented, and the Commission will be able to decide with reason on the matter.

5.9.1. The proponent who submits more than one bid, either alone or as a consortium member, for the same Airport Block, as well as the consortium that it integrates, will be prevented from participating in the auction for the respective Airport Block.

5.9.1.1. The provision in this item will also apply in the event that the legal entity indicated for the purposes of item 4.42.3 presents a proposal for the same Airport Block, as an individual proponent or Consortium member, or if it is indicated by another proponent for the same purposes.

### Section III - Public Auction Session

5.10. The Bidding for the three Airport Blocks governed by this Notice will take place in the same Public Auction Session, which will comprise the bids opening, the proponents classification for each Block and, if applicable, the Auction in speaker, which will simultaneously for all Airport Blocks.

5.11. Classified proponents will be those whose economic proposal meets all the requirements established in the applicable legislation and is still subject to the conditions and terms set forth in this Notice.

5.12. Once the economic proposals are open, they will be ordered using the highest initial contribution value criterion.

5.12.1. In the case of the economic presentation proposals of identical values for the same Airport Block, they will be ordered by means of a lottery carried out by the director of the session, considering the best placed proposals in the lottery as being of higher value than the less well placed proposals for the purpose of applying the higher Initial Contribution value criterion.

5.13. A provisional result of the Auction will be configured after opening the envelopes with the economic proposals, observing, if necessary, the provisions of item 5.12.1, and during the hands-free stage of the Auction, after each bid offered.

5.14. The Holder proponent of the Block is that Classified proponent who submitted the highest bid for that Airport Block until that moment of the Auction.

5.15. Classified proponents whose bid meets, after determining the provisional result, at least one of the following conditions will participate in the Auction by mouth in each Airport Block:

5.15.1. Be among the three (03) biggest offers of that Airport Block; or

5.15.2. The value of the offer is equal to or greater than 90% of the value of the largest Offer in that Airport Block.

5.16. Proponents may only bid in the hands-free stage for those Airport Blocks whose offers met the terms of item 5.15.

5.17. Once the proponents participating in the Auction are defined, the Auction will start by successive bids made by speaker.

5.18. Proponents may submit offers for more than one Airport Block.

5.19. The session director may set a maximum time between moves.

5.20. Each bid must exceed the proponents' own bid amount for that Airport Block, considering that the bid:

5.20.1. Must respect the minimum interval between bids, which will be determined by the session director;

5.20.2. Must change the proponents' classification in the provisional Auction result;

5.20.3. It cannot have the same amount as another proponents' bid.

5.21. Who holds the proponent will be considered the winner of the Airport Block when the Auction is concluded.

5.22. The session director will declare the Auction to be closed when, after the deadline for offering new bids has expired, no proponent submits a new proposal under the conditions established in item 5.20. The provisional result set after the last bid before the end will then be the final result of the Auction.

5.23. Immediately after the end of the auction stage for each Airport Block, the successful proponent of the Block must ratify its proposal by submitting a charter in accordance with the model in Annex 10 - Economic Proposal Ratification Model, containing the winning bid.

#### Section IV - Other Documents analysis

5.24. The Special Bidding Commission will only receive the qualification documents of each winning proponent of the Airport Blocks, on the date and in the form provided for in item 5.3.

5.25. The proponent who presents the qualification documents in disagreement with the requirements of this Notice and its Attachments will be disqualified from the event.

5.26. Without prejudice to the provisions of item 5.6, eventual delivery failures or formal defects in the documents may be remedied, pursuant to item 2.3.1 of this Notice, according to the procedure and deadline to be defined by the Special Bidding Committee. Formal failure or defect is considered to be one that (i) does not denature the substantial object of the document presented, and (ii) does not prevent the information contained in the document from being verified with due security.

5.27. In the event of a proponent disqualification declared the winner of an Airport Block, the classified proponent who has submitted the highest Offer for that Airport Block in the final result of the Auction and who is not prevented from being considered a winner will be declared winner of the Block by the rules of the Notice.

5.27.1. In the event of the previous item, the proponent declared the winner must present the Qualification Documents, as provided for in item 5.3 within 05 (five) business days after the publication of the disqualification act of the previous proponent.

5.27.2. The documents presented in accordance with item 5.27.1 must prove that, on the date of the economic proposal submission, the proponent met the qualification requirements required in this Notice and its Annexes.

5.28. The proponent disqualification that has been considered a winner will imply:

5.28.1. The full performance of your Bid Guarantee; and

5.28.2. The presentation of the proponent qualification documents that has submitted the second best economic proposal for the Airport Block, pursuant to item 5.27, and so on until a proponent complies with the qualification requirements, in which case it will be considered a winner.

## Section V - Administrative Resources

5.29. Proponents who participate in the Auction may appeal the analysis and judgment of the documents presented on the date and in the form provided for in item 5.1, the final result of the Public Auction Session and the qualification of the winning proponent.

5.30. The time for filing an appeal will be after the decision declaring all the Auction winners, when the proponents who participated in the Auction will be able to appeal against all the decisions handed down by the Special Bidding Commission so far.

5.31. The appeals referred to in this Section must be filed within 5 (five) business days from the publication of the decision in the Official Gazette - DOU or from the awareness of the decision by the Proponents, whichever comes first.

5.32. The appeal will only be admitted when subscribed by the Accredited Representative and must be filed through the electronic process control system used by ANAC.

5.33. The filing of an appeal will be communicated to the other proponents, who will be able to challenge it within 05 (five) business days, counted from the act summons, observing the provisions in items 5.31 and 5.32.

5.34. At the discretion of ANAC and subject to applicable law, any judicial or administrative measure that suspends the bidding for an Airport Block will not prevent the Auction from continuing for the other Blocks.

5.35. The result of the appeal judgment eventually filed will be published in the Federal Official Gazette and on the website [www.anac.gov.br](http://www.anac.gov.br).

## Section VI - Approval of the Auction and the Object adjudication

5.36. Having verified the fulfillment of the qualification and classification conditions by the proponent declared the winner, the Special Bidding Commission will forward the entire bidding process to the ANAC Board for approval and adjudication.

### Deposited guarantees

5.37. The development of the Auction stages will observe the order of events and the schedule indicated in the following table:

5.37.1. Eventual changes to dates will be posted on the website [www.anac.gov.br](http://www.anac.gov.br).

Events	Events description	Until the date
1	Manual producers publication	Opened
2	Deadline for requesting clarification from the Public Notice	21/12/2020 a 20/01/2021
3	The draft disclosures with clarifications to the Notice	08/03/2021
4	Face-to-face public session to answer questions related to the Auction procedures	Opened
5	Deadline final term for the Notice challenging	24/03/2021
6	The result disclosure of the Public Notice challenge	30/03/2021
7	Documents receipt related to (i) the Preliminary statements, Representation Documents and Bid Guarantee; (ii) the Economic Proposal and the Presentation charter of the Economic Proposal	01/04/2021
8	Disclosure, on the website <a href="http://www.anac.gov.br">www.anac.gov.br</a> , of the special bidding Committee decision, for each of the Airport Blocks Concession object, about the documents related to the Preliminary statements, Representation Documents and Bid Guarantee not accepted and	06/04/2021

	your motivation.	
9	Public Auction Session to be held at (auction organizer). Opening of the Economic Bids (referring to each of the Airport Blocks Concession object) of the proponents whose Bid Guarantees have been accepted and holding the Auction in Speakerphone, if applicable.	07/04/2021
10	Disclosure on the website www.anac.gov.br of the order of the economic proposals classification of each Airports.	07/04/2021
11	Qualification Documents receipt	14/04/2021
12	Minutes publication of the judgment relating to the analysis of the proponents' qualification documents ranked first.	14/05/2021
13	Deadline for viewing documents referring to the economic proposal judgment and qualification documents only for the proponent ranked first.	17/05/2021 a 28/05/2021
14	Deadline for filing the appeals referred to in item 5.29.	31/05/2021 a 04/06/2021
15	Appeal judgment publication.	02/07/2021
16	The result approval and adjudication of the object by the ANAC Board.	Opened
17	Final term, according to item 6.1, for compliance proof, by the winning proponent, with the obligations provided for in Section I of Chapter VI of this Notice.	Opened
18	Call of the Contractor to conclude the Concession Contract for the respective Airport Block.	Opened

## CHAPTER VI - CONCESSION CONTRACT

## Section I - Obligations Prior to the Contract execution

6.1. The obligations provided for in this Subsection, in item 6.2, must be fulfilled by the Adjudicator of each Airport Block, within 60 (sixty) days after the publication of the approval act, which can be extended, justifiably, at the discretion of the ANAC Board.

6.2. The Contractor shall submit the following documents to ANAC:

6.2.1. The remuneration payment to (entity organizing the auction), in the following amounts:

(i) Southern Block (Curitiba / PR Airport - Afonso Pena (SBCT), Foz do Iguaçu Airport / PR - Cataratas (SBFI), Navegantes / SC Airport - Ministro Victor Konder (SBNF), Londrina / PR Airport - Governador José Richa (SBLO), Joinville / SC Airport - Lauro Carneiro de Loyola (SBJV), Bacacheri / PR Airport (SBBI), Pelotas / RS Airport (SBPK), Uruguaiana / RS Airport - Rubem Berta (SBUG) and Bagé Airport / RS - Commander Gustavo Kraemer (SBBG)): R\$ \_\_\_\_\_;

(ii) Central Block (Goiânia / GO Airport - Santa Genoveva (SBGO), São Luís / MA Airport - Marechal Cunha Machado (SBSL), Teresina / PI Airport (SBTE) - Senador Petrônio Portella, Palmas Airport / TO - Brigadeiro Lysias Rodrigues (SBPJ), Petrolina Airport / PE - Senador Nilo Coelho (SBPL) and Imperatriz Airport / MA - Mayor Renato Moreira (SBIZ)): R \$ \_\_\_\_\_; and

(iii) North Block (Manaus International Airport / AM - Eduardo Gomes (SBEG), Porto Velho Airport / RO - Governor Jorge Teixeira de Oliveira (SBPV), Rio Branco Airport / AC - Plácido de Castro (SBRB), Airport Cruzeiro do Sul / AC (SBCZ), Tabatinga / AM Airport (SBTT), Tefé / AM Airport (SBTF) and Boa Vista / RR Airport - Atlas Brasil Cantanhede (SBBV)): R \$ \_\_\_\_\_.

6.2.1.1. The amount specified above may be changed under the terms of the agreement signed between ANAC and (the auction organizer), released jointly with this Notice.

6.2.1.2. The amounts referred to in item 6.2.1 will be updated by the IPCA variation - Broad Consumer Price Index (IPCA), if payment is made more than 1 (one) year after (date of hiring of the organizer auction).

6.2.2. Payment proof of the following amounts to the company in charge of carrying out technical, economic and environmental feasibility studies, as authorized by art. 21 of Law No. 8,987 / 95 and by the Study Selection Notice No. 1/2019:

- (i) Southern Block (Curitiba / PR Airport - Afonso Pena (SBCT), Foz do Iguaçu Airport / PR - Cataratas (SBFI), Navegantes / SC Airport - Ministro Victor Konder (SBNF), Londrina / PR Airport - Governador José Richa (SBLO), Joinville / SC Airport - Lauro Carneiro de Loyola (SBJV), Bacacheri / PR Airport (SBBI), Pelotas / RS Airport (SBPK), Uruguaiana / RS Airport - Rubem Berta (SBUG) and Bagé Airport / RS - Commander Gustavo Kraemer (SBBG)): R \$ 30,472,743.66 (thirty million, four hundred and seventy-two thousand, seven hundred and forty-three reais and sixty-six cents);
  
- (ii) Central Block (Goiânia / GO Airport - Santa Genoveva (SBGO), São Luís / MA Airport - Marechal Cunha Machado (SBSL), Teresina / PI Airport (SBTE) - Senador Petrônio Portella, Palmas Airport / TO - Brigadeiro Lysias Rodrigues (SBPJ), Petrolina Airport / PE - Senador Nilo Coelho (SBPL) and Imperatriz Airport / MA - Mayor Renato Moreira (SBIZ)): R\$ 22,416,033.69 (twenty-two million, four hundred and sixteen thousand, thirty-three reais and sixty-nine cents);
  
- (iii) North Block (Manaus International Airport / AM - Eduardo Gomes (SBEG), Porto Velho Airport / RO - Governor Jorge Teixeira de Oliveira (SBPV), Rio Branco Airport / AC - Plácido de Castro (SBRB), Airport Cruzeiro do Sul / AC (SBCZ), Tabatinga / AM Airport (SBTT), Tefé / AM Airport (SBTF) and Boa Vista / RR Airport - Atlas Brasil Cantanhede (SBBV)): R\$ 24,194,029 , 70 (twenty four million, one hundred ninety four thousand, twenty nine reais and seventy cents).

6.2.2.1. The amounts referred to in item 6.2.2 will be updated by the IPCA variation - Broad Consumer Price Index (IPCA), calculated using the ratio between the last index available on the effective date of the reimbursement and the IPCA released by IBGE in the month April 2019.

6.2.3. Payment proof of the following amounts to Infraero, related to the costing of programs to adapt the workforce:

- (i) Southern Block (Curitiba / PR Airport - Afonso Pena (SBCT), Foz do Iguaçu Airport / PR - Cataratas (SBFI), Navegantes / SC Airport - Ministro Victor Konder (SBNF), Londrina / PR Airport - Governador José Richa (SBLO), Joinville / SC Airport - Lauro Carneiro de Loyola (SBJV), Bacacheri / PR Airport (SBBI), Pelotas / RS Airport (SBPK), Uruguaiana / RS Airport - Rubem Berta (SBUG) and Bagé Airport / RS - Commander Gustavo Kraemer (SBBG)): R\$ 470,744,986.14 (four hundred

and seventy million, seven hundred forty-four thousand, nine hundred and eighty-six reais and fourteen cents);

(ii) Bloco Norte (Manaus International Airport / AM - Eduardo Gomes (SBEG), Porto Velho Airport / RO - Governador Jorge Teixeira de Oliveira (SBPV), Rio Branco Airport / AC - Plácido de Castro (SBRB), Airport Cruzeiro do Sul / AC (SBCZ), Tabatinga / AM Airport (SBTT), Tefé / AM Airport (SBTF) and Boa Vista / RR Airport - Atlas Brasil Cantanhede (SBBV): R\$ 166,877,852.22 ( one hundred and sixty-six million, eight hundred and seventy-seven thousand, eight hundred and fifty-two reais and twenty-two cents);

6.2.4. The general meeting minutes of the Concessionaire incorporation, in the form of a corporation, any subsequent minutes and the respective consolidated Concessionaire bylaws, with the corresponding certificate from the Commercial Registry and registration with the CNPJ / MF (National Register of Legal Persons of the Ministry of Finance), in compliance with Attachment 19 - Bylaws Requirements:

:

6.2.4.1. The indication of its corporate composition, with shares types description and the shareholders participation by share type;

6.2.4.2. Its management bodies;

6.2.4.3. Commitment to corporate governance principles in the Concessionaire management;

6.2.4.4. The Concessionaire will be based in national territory;

6.2.4.5. The Concessionaire will have the exclusive purpose of exploring the Concession object;

6.2.4.6. The Concessionaire's share capital, subscribed in a minimum amount equivalent to the Initial Contribution and the following amounts:

- (i) Southern Block: eight hundred and forty million, three hundred and thirty thousand, five hundred and ninety reais and twenty-six cents (R\$ 840,330,590.26);
- (ii) Central Block: R\$ 181,694,538.89 (one hundred and eighty-one million, six hundred and ninety-four thousand, five hundred and thirty-eight reais and eighty-nine cents);
- (iii) Northern Block: R\$ 322,012,036.51 (three hundred and twenty-two million, twelve thousand, thirty-six reais and fifty-one cents).

6.2.4.7. The commitment to pay in the share capital, until the Contract signing, in national currency, in the minimum amount of:

- (i) Southern Block: R\$ 665,915,174.01 (six hundred and sixty-five million, nine hundred and fifteen thousand, one hundred and seventy-four reais and one cent);
- (ii) Central Block: R\$ 47,072,539.01 (forty-seven million, seventy-two thousand, five hundred and thirty-nine reais and one cent);
- (iii) Northern Block: R\$ 252,613,587.80 (two hundred and fifty-two million, six hundred and thirteen thousand, five hundred and eighty-seven reais and eighty cents).

6.2.5. Draft of the shareholders' agreement, to be approved by ANAC, signed by the shareholders holding the Concessionaire's Control rights, providing at least on:

6.2.5.1. The binding of at least 50% plus one of the shares representing the Concessionaire voting capital, under the terms of the law, prohibiting the loan, transfer, assignment or sale by any form or title, direct or indirect, free or costly, total or partial, of the linked shares and / or subscription and / or bonus rights distributed in any capacity without the prior and express agreement of ANAC;

6.2.5.2. The exercise of voting rights or control power in the Concessionaire's management; and

6.2.5.3. The obligation that the signed shareholders' agreements and their subsequent amendments are submitted to prior approval by ANAC.

6.2.6. In the event that control is exercised by only a single shareholder that holds 50% plus one of the shares representing the Concessionaire voting capital, the Concessionaire must comply with the provisions of item 6.2.5.1, with no need to present a Shareholders' Agreement.

6.2.7. The Performance Guarantee contracted by the Concessionaire, according to the conditions set out in the Annex to the Concession Contract draft, subject to the following minimum amounts:

(i) Southern Block: value of R\$ 179,073,844.81 (one hundred seventy-nine million, seventy-three thousand, eight hundred and forty-four reais and eighty-one cents);

(ii) Central Block: value of R\$ 98,874,232.22 (ninety-eight million, eight hundred and seventy-four thousand, two hundred and thirty-two reais and twenty-two cents);

(iii) Northern Block: amount of R\$ 108,772,532.21 (one hundred and eight million, seven hundred and seventy-two thousand, five hundred and thirty-two reais and twenty-one cents);

6.2.8. Loan agreements entered into with Related Parts, if any, which must contain a clause with express provision that ANAC may suspend payments of any amounts provided for in the contract in case of delay in the payment of the Variable Contribution or risk of early concession extinction.

6.2.8.1. The interest on loan operations mentioned in item 6.2.8 cannot exceed the interest rate on Interbank Deposits (CDI).

6.2.9. If applicable, the contract ratified by the Concessionaire and the legal entity that will provide technical assistance to airport operations, under the terms and conditions of item 4.42.3 and its sub-items.

6.3. In the case of an Adjudicator who has participated in the event as a Consortium, the Concessionaire constitution must comply with the terms of the Commitment term for the Constitution of a Specific Purpose Company of this Notice.

6.4. In the case of a Contractor who has participated in the event as an individual proponent, the Concessionaire will be created from a wholly owned subsidiary.

6.5. At the Contractor's own risk and expense, even before the Contract is signed, ANAC may authorize access to the Airport Complexes as well as the Airports information that are part of the respective Block for the preparation start of the Operational Transfer Plan.

6.6. The parties may resort to ANAC to mediate and resolve conflicts that interfere with the proper execution of the Obligations Prior to the Contract execution.

6.7. Each object will correspond to a Concession Contract, according to the standard contract, attached to the Public Notice, which will be adapted to the specific object in order to remove references to other objects.

## Section II - Signing of the Concession Contract

6.8. After fulfilling the requirements of the previous items, the Concessionaire, its controlling group and the previous airport operator will be asked to sign the Contract for the corresponding Airport Block, as defined in Annex 23 - Concession Contract draft.

6.9. The Concessionaire refusal or any of its shareholders, regularly called upon, to sign the Contract within 5 (five) business days from the call, without complying with the requirements set forth in this Notice, and without justification accepted by ANAC, will cause:

6.9.1. The application of a fine corresponding to the full value of the Bid Guarantee, as compensation for the losses caused, and the immediate execution of the Bid Guarantee by ANAC;

6.9.2. The impediment of the individual proponent, or, in the case of a Consortium, of all member companies, participating in new tenders and contracting with ANAC for a period of 2 (two) years; and

6.9.3. the call, at the ANAC discretion, of the remaining proponents, in the order of classification, to do so within the terms and conditions offered by the successful proponent or of this bid revocation.

6.9.3.1. In the event of the previous item, the called proponent must present the Qualification Documents, as provided for in item 5.3 within 05 (five) business days after the publication of the previous proponents' disqualification act.

6.9.3.2. The documents presented in accordance with item 6.9.3.1, they must prove that at the presentation date of the economic proposal, the proponent met the qualification requirements required in this Notice and its Annexes.

### Section III - Concession Contract general provisions

6.10. The term of the Agreement will be 30 (thirty) years for the South, Central and North Blocks.

6.11. The Contract extension will not be allowed, except in the event of an extraordinary review, for up to 5 (five) years, as a means of restoring the economic and financial balance, at the exclusive discretion of ANAC, under the terms and conditions set out in Annex 23 - Concession contract draft.

6.12. The tariff restrictions and the Initial Contribution will be readjusted according to the criteria, terms and indices provided for in Annex 23 - Draft Airport Concession Contract.

6.13. The reversible assets linked to the Concession are all those indicated in Attachment 23 - Concession Contract draft.

6.14. The Concessionaire's fiscal and the financial year of the Contract will coincide with the calendar year, thus understood as the twelve-month period between January 1st and December 31st.

6.15. The law applicable to the Contract will be Brazilian, with its informing principles, and no mention of foreign or international law is allowed, not even as a means of interpretation.

6.16. The Concessionaire's shareholders participation, directly or indirectly, in the voting capital of Airline Companies must, in the first five years of the Concession's term, observe the rules for limiting participation provided for in this Notice.

6.16.1. After the expiry of the five-year period, the Concessionaire's shareholders participation in these entities will depend on the prior and express consent of ANAC.

## CHAPTER VII - PENALTIES

7.1. Without prejudice to the Guarantees execution, non-compliance with any condition established in this Notice will enable ANAC, guaranteed the contradictory and broad defense, to apply to the proponents and the Contractor, the following penalties:

7.1.1. Warning;

7.1.2. Traffic ticket; and

7.1.3. Temporary suspension of the right to contract or participate in bids and impediment to contract with ANAC for up to 2 (two) years.

7.2. Without prejudice to the penalties provided for in item 7.1, the competent authority is also guaranteed a unfairness statement to bid or contract with the Public Administration as long as the reasons for the punishment persist or until rehabilitation is promoted before ANAC.

7.3. The fine penalty for infractions committed during the bidding process will be a maximum amount of R\$ 2,000,000.00 (two million reais) per event, except in the cases where there is a specific provision in the Notice that will correspond to the total amount of the Proposal Guarantee.

7.4. In the event that the fines sum applied is greater than the amount of the security provided, the obligation remains to respond for the remaining amount, pursuant to item 4.18.7 of this Notice.

7.5. Failure to comply with any conditions precedent and necessary to the Concession, especially that of providing guarantees within the established deadlines, will constitute a refusal by the proponent or Contractor to receive the Concession, remaining characterized as the total breach of the assumed obligation, subjecting it to the penalties typified in this Chapter , without prejudice to the other penalties provided for by law, always through an administrative proceeding specially instituted for this purpose, ensuring the contradictory and broad defense.

## CHAPTER VIII - FINAL PROVISIONS

8.1. In the event that ANAC becomes aware, after the qualification phase, that any document submitted by a proponent was false or invalid at the presentation time, it may disqualify it, without prejudice to indemnification due to the Granting Authority.

8.2. Without prejudice to the provisions of item 8.1, the Auction may only be revoked by the Board of ANAC for reasons of public interest arising from a supervening fact duly proven, relevant and sufficient to justify such revocation.

8.3. ANAC's Executive Board, ex officio or at the third parts provocation, must cancel the Auction if any illegality that cannot be remedied is verified.

8.4. The nullity of the Auction implies the nullity of the Contract, generating no obligation to indemnify the Concession Grantor, except in the situation provided for in art. 59, sole paragraph, of Law 8,666 / 93 and its amendments.

8.5. The Proponent undertakes to report to ANAC, at any time, any supervening fact or circumstance that impedes the qualification conditions, immediately after its occurrence.