

ANNEX 3 - CONCESSION CONTRACT
PROCEDURES FOR APPLYING FINE PENALTIES

Sumário

1. Initial Informations.....	2
2. Procedures for Applying the Fine Penalty.....	2
3 Reference Tables	6
4. Final Provisions.....	20

1. Initial Information

- 1.1 This Annex provides for the procedure for applying fine penalties, within the scope of the Concession Contract.

2. Procedures for Applying the Fine Penalty

- 2.1 Without prejudice to the regulations issued by ANAC, fines will be imposed due to infractions committed by the Concessionaire to the clauses contained in the Concession Contract and its Annexes, in accordance with the procedure provided for in this Annex, subject to the provisions of Chapter VIII of the Contract.

- 2.2 The fines will be calculated based on a gross percentage revenue of the Concessionaire and its eventual wholly owned subsidiaries, as determined by ANAC, in the calendar year prior to the infraction practice that gave rise to the penalty application, except for the conducts described in table D, the calculation of which will meet the criteria set out therein.

- 2.2.1 If the Concessionaire has not fully operated the airport infrastructure granted for a full calendar year at the time of the infraction, the basis for calculating the fine will be equivalent to the annualized average gross revenue of the Concessionaire and its eventual wholly owned subsidiaries in the first concession calendar year.

- 2.3 Tables A, B, C and D should be observed for the purpose of defining the base values of the fines resulting from specific conduct specifically defined in this Annex, as the case may be.

2.4 The Base value definition of the fine resulting from an infraction not specified in the tables indicated in the previous item will be carried out by analyzing the specific case, and the following weighting criteria should be considered, when applicable:

2.4.1. Technical standards and service provision;

2.4.2. Airport capacity not available;

2.4.3. The damages, actual or potential, resulting from the infraction, for the service and for the users, including in relation to the exposure of the physical integrity of people to risks;

2.4.4. The number of users reached by the event; and,

2.4.5. The advantages, actual or potential, obtained by the Concessionaire due to the infraction practiced.

2.5 The definition of the base values of fines applicable to the cases provided for in item 2.4 will result from the crossing of the criteria described in sub items 2.4.1 to 2.4.4 with the criterion described in sub item 2.4.5, and the table of reference E.

2.6 Decreases or additions to the base values of a fine will be applied due to the finding of mitigating and / or aggravating circumstances, in the proportions designated below.

2.6.1 Mitigating circumstances are considered:

2.6.1.1 The acknowledgment, within the time limit for the commission defense presentation of the investigation infract object, which should reduce by 20% (twenty percent) the base value established for the fine;

2.6.1.2 The competition from external agents for non-compliance, which has an influence on the result produced, should reduce by 15% (fifteen percent) the base value established for the fine;

2.6.1.3 The execution of spontaneous measures by the Concessionaire, resulting in the cessation of the infraction and the restoration of the injured parties'

conditions, within the term for the defense presentation, and must reduce the base value established for the fine by 20% (twenty percent); and

2.6.1.4 The violations inexistence, definitely judged, practiced in the last 05 (five) years, and should reduce by 15% (fifteen percent) the base value established for the fine.

2.6.2 Aggravating circumstances are considered:

2.6.2.1 Have the infraction been committed through fraud or bad faith, and should be subject to 30% (thirty percent) on the base amount established for the fine;

2.6.2.2 Failure to adopt alternative and / or mitigating measures, within the deadline and under the terms recommended by ANAC, and should be levied in 20% (twenty percent) on the base amount established for the fine;

2.6.2.3 Practicing an infraction to facilitate or ensure the execution, concealment, impunity or the advantage of another infraction, which must be levied in 30% (thirty percent) on the base value established for the fine; and

2.6.2.4 The Concessionaire's specific recidivism in committing the infraction in the last 05 (five) years, which should be levied in 15% (fifteen percent) on the base amount established for the fine.

2.6.3 The percentages sums attributed to the mitigating and aggravating circumstances cannot, each, exceed the limit of 50% (fifty percent).

2.7 In the calculating process of the fine base value applicable to infraction A-32 of Table A - General Infractions, partial additions can be considered, and the sanction must be proportional to the installment not paid, either by maintaining the Contractual Execution Guarantee in a lower amount due or for its non-recomposition as required in the Concession Contract.

2.8 In the calculating process of the fine base value applicable to the infractions described in Table B - Infractions Related to Works and Investments (Group I), partial additions can be considered, in the case of new infrastructures related to Chapter 7 of Annex 02 - PEA, or partial fulfillment of obligations related to Phase II of the Contract, provided that the

part of the infrastructure actually made available is suitable for airport operation, both functional and technically.

2.8.1 In the occurrence event of the situation provided for in this item, the amounts indicated in the table will be reduced in proportion to the actual operational gain provided by the part of the infrastructure delivered and / or considered in comparison with the contractually required.

2.9 The fines applicable to infractions of a continuous nature will relate to the termination date of compliance with the obligation until the date on which it is resumed, or the date of expiry of the term fixed, contractually or by determination of ANAC, until the date on which it is verified the performance of the obligation or compliance with the determination, without the need for a new subpoena.

2.9.1 For the purpose of terminating the calculation of the fine applicable to infractions of a continuous nature, it will be up to the interested party to communicate to ANAC the resumption of compliance with the contractual obligation or compliance with the established determination, presenting unequivocal evidence of the alleged facts, by forwarding reports that contain reports, including photographs, if necessary, or by other means capable of proving the information presented.

2.9.2 For infractions with monthly incidence fines, the fraction of a month will be considered as a full month:

2.8.2.1. regardless of the number of days, in the first month in which the infringement occurs;

2.8.2.2. If equal to or greater than 15 (fifteen) days, in other months.

3. Reference Tables

COMMON TO ALL BLOCKS

Table A - General Infractions

Ref	Description	Valuation	Incidence
A-01	Failing to send the Internal Assets Report - RIB within the deadlines provided for in the Contract.	0,005%	Daily
A-02	Failing to send the External Assets Report - REB within the deadlines provided for in the Contract.	0,010%	Daily
A-03	Failing to send the Assets Movement Report - RMB within the deadlines provided for in the Contract.	0,001%	Daily
A-04	Failing to send, annually, a report showing the calculation for the amount Revenue per Passenger - RP and Adjusted Revenue per Passenger - RPA, with a specific opinion from an independent audit company.	0,075%	Monthly, By Airport
A-05	Failing to submit a report containing the Concession information, under the terms of this Agreement and the regulations issued by ANAC and within the deadlines defined in such acts, in particular all information relating to statistical data on the aircraft traffic, passengers and cargo processed in the period, the amounts collected with airport tariffs, as well as memories for calculating amounts due to the FNAC.	0,003%	Daily
A-06	Failure to have an updated database, on an electronic basis, capable of generating	0,125%	Monthly, By Airport

	a report containing the Concession information, under the terms of this Agreement and the regulations issued by ANAC and within the deadlines defined in such acts, especially all the information provided for in Annex 2 - PEA and Appendix 4 - Tariffs, related to statistical data on aircraft traffic, passengers and cargo processed in the period, as well as the amounts collected from airport tariffs.		
A-07	Failure to submit updated technical documentation to ANAC, containing as built projects, manuals, guarantees and other documents, as applicable, of all airport structures, equipment and systems.	0,050%	Monthly, By Airport
A-08	Refuse access to databases, documents, data or information, when required by ANAC during audit or inspection.	0,125%	By Event
A-09	Failing to have a system for registering and handling demands related to the service provision, capable of generating a report containing information on the manifestations received, under the terms and deadlines defined in the Contract and in the regulations issued by ANAC.	0,125%	Monthly, By Airport
A-10	Fail to submit to ANAC the monthly analytical balance sheets, according to the deadlines established in the Contract.	0,001%	Daily
A-11	Failure to submit to ANAC or to publish the annual financial statements, according to the terms established in the Contract.	0,005%	Daily
A-12	Failure to submit a specific independent audit opinion on the value of the Variable Contribution or to include a specific chapter dealing with this value in the independent audit opinion on the financial statements, according to the terms established in the Contract.	0,005%	Daily
A-13	Failure to maintain subscribed and paid-in capital, under the conditions and according to the minimum established in the Contract.	1,000%	Monthly
A-14	Make charges in disagreement with Appendix 4 – Rates.	0,125%	By Event
A-15	Establish pricing based on non-objective or discriminatory criteria.	1,000%	By Event
A-16	Failure to observe the tariff ceiling	0,125%	By Event

	established in item 3.2.2 of Annex 04.		
A-17	Failure to observe, under the terms of item 4.4.3 of the Contract, the obligations related to consultations with relevant stakeholders on pricing proposals that involve tariff increases.	1,000%	By Event
A-18	Fail to inform ANAC, the public and airlines and other airport users, whenever there is a change in the fees charged, the new amount and the effective date at least 30 (thirty) days in advance.	0,125%	By Event
A-19	Fail to make available and / or keep updated, in an accessible way, on its website, for the purpose of free access and consultation by the public, the current tables with the adopted tariff values.	0,001%	Daily, by Airport
A-20	Enter into a contract with a Related Party to explore economic activities that generate Non-Tariff Revenues.	0,500%	Monthly
A-21	Perform any of the services referred to in item 11.5 of the Contract without creating a wholly owned subsidiary in cases where ANAC so requires.	0,250%	Monthly
A-22	Allow the Concessionaire's participation wholly owned subsidiary in other companies.	1,000%	Monthly
A-23	Enter into a contract that exceeds the concession term without prior consent from the Ministry of Infrastructure.	1,000%	Monthly
A-24	Anticipate the installments that go beyond the concession term in the case of contracts that involve the use of the Airport Complex duly authorized to exceed the concession term.	1,000%	Monthly
A-25	Prevent ANAC access, at any time, to a contract that the Concessionaire enters into to formalize the use of spaces in the Airport Complex.	1,000%	Monthly, by Contract
A-26	Failure to submit a consultation report, pursuant to item 11.9 of the Contract, when requested by ANAC.	1,000%	By Event
A-27	Failure to ensure free access so that the Airlines or others can act in the provision of the services referred to in item 11.5 of the Contract, in compliance with the regulations in force, including when the Concessionaire provides these services directly, or to respect the prohibition on practices discriminatory and abusive, under the terms of current	0,250%	Monthly

	legislation and ANAC regulations.		
A-28	Failure to observe, under the terms of item 11.11.4 of the Contract, determination to establish restrictions on the participation of companies operating infrastructure of pipelines and hydrants of the airport in the fuel distribution and resale activities within.	1,000%	Monthly
A-29	Failing to submit to ANAC contracts involving the construction and / or operation of pipeline and hydrant infrastructure at airports, prior to their signature or subrogation.	0,250%	By Event
A-30	Failure to observe the tariff exemptions and benefits provided for in current laws and regulations.	0,125%	By Event
A-31	Failure to contract or maintain in force, for the entire term of the Concession, insurance policies, with a minimum term of 12 (twelve) months, which guarantee the continuity and effectiveness of operations carried out at the Airport, which are sufficient for the coverage provided in the Concession Agreement.	0,006%	Daily, by Airport
A-32	Failure to maintain the Contractual Performance Guarantee in force at the values and terms established in the concession contract.	0,068%	Daily, by Contract
A-33	Failing to provide ANAC, within the established deadlines, any documents and information pertinent to the Concession, including on financing, investments, insurance, guarantees, contracts and agreements of any nature entered into with third parties, as well as changes in these during the Concession.	0,005%	Daily
A-34	Carry out, during the Concession's term, any direct or indirect modification in the respective corporate controls or transfer the Concession without the prior and express consent of ANAC.	5,000%	By Event
A-35	Enter into shareholders' agreements within the Concessionaire scope, or make any subsequent changes without prior approval by ANAC.	0,125%	By Event
A-36	Transfer shares owned by the Airport Operator, or carry out any operation that implies a reduction of its ownership interest in the	1,000%	By Event

	Concessionaire to a level below 15% (fifteen percent), or, if applicable, terminate a contract for technical assistance for airport operations, during the concession term, without the prior and express consent of ANAC.		
A-37	Change the shareholding structure of the Concessionaire, within the first 5 (five) years of the Concession term, as of the Effective Date, without prior and express consent by ANAC.	0,125%	By Event
A-38	Increase the ownership interest of airlines, their parent companies, subsidiaries or affiliates in the Concessionaire without ANAC's prior and express consent.	1,000%	By Event
A-39	Fail to communicate to ANAC, within 15 (fifteen) days, a change in the shareholding structure of the Concessionaire that does not imply a change in corporate control.	0,005%	By Event
A-40	Failure to reach the standard established for the same Service Quality Indicator for 2 (two) consecutive or alternating periods within a period of 5 (five) years, in an airport with movement equal to or greater than 5 (five) million passengers per year, except for IQS referring to Service on Boarding Bridges.	0,125%	By Event, by Indicator
A-41	Failure to reach the standard established for the same Service quality Indicator for more than 3 (three) consecutive or alternating months within a period of 12 (twelve) months, in an airport with movement equal to or greater than 1 (one) million passengers per less than 5 million passengers per year.	0,015%	Monthly, from the fourth month, By Indicator
A-42	Failure to submit the Operational Transfer Plan, within the period and in the form established in the Concession Agreement and other current rules.	0,010%	Daily, by Airport
A-43	Failing to submit an independent audit opinion regarding the verification of Service Quality Indicators, when requested by ANAC.	0,005%	Daily, by Airport
A-44	Failure to hire an independent specialized company to carry out the studies related to planning, information collection, research and calculation of the items described in Appendices B and C of the PEA.	0,125%	Monthly, by Airport

A-45	Failure to measure the waiting times in the safety inspection queues, under the terms of the Concession Contract and other regulations in force.	0,001%	By Measurement
A-46	Do not keep detailed records of waiting times measurements in safety inspection queues.	0,025%	Monthly, by Airport
A-47	Failure to record information about the availability of equipment and facilities, as provided for in the Concession Agreement and other regulations in force.	0,001%	By Event
A-48	Fail to apply the Passenger Satisfaction Survey, in the manner and within the period defined by the Concession Contract and other current rules.	0,125%	By Event
A-49	Failure to observe the quota of interviews requested by ANAC in the monthly application of the Passenger Satisfaction Survey.	0,025%	By Event
A-50	Failure to submit a Phase I-B preliminary draft within the term provided for in the contract, or within the term set by ANAC, in the event of readjustment due to non-approval.	0,005%	Daily, by Airport
A-51	Failure to present, in each Investment, a plan containing the actions to be taken to maintain the established service level and meet the infrastructure requirements, under the terms of the Contract	0,005%	Daily, by Airport
A-52	Do not present, together with the preliminary draft, proof that the consultation process was carried out under the terms of items 2.25.4 and 15.2 of the Contract.	0,050%	Monthly, by Airport
A-53	Failure to present the investment performance schedule within the terms and conditions set out in the contract or set by ANAC.	0,005%	Daily, by Airport
A-54	Failing to send the project as constructed from the airport facilities within the term provided for in the contract.	0,005%	Daily, by Airport
A-55	Failure to present the PGI under the terms established in the PEA.	0,005%	Daily, by Airport
A-56	Do not carry out consultations with relevant stakeholders as provided for in items 15.1 and 15.2 of the Contract.	0,125%	By Event

SOUTH BLOCK

Table B - Infractions Related to Works and Investments (Group I)

Ref	Description	Valuation	Incidence
General to all airports			
B-01	Failure to comply with the obligation to maintain full service at the passenger terminal service level, according to the PEA, after the start of Phase II.	5,000%	By Event
B-02	Fail to meet the Minimum Airport Infrastructure Specifications, according to the PEA, after the start of Phase II.	0,500%	Monthly, by Airport
B-03	Failure to carry out the investments, actions and services under its responsibility, in order to provide adequate capacity, for the aircraft yard systems, taxi runways and landing and takeoff runways, to serve Users during Phase II.	1,000%	Monthly, by Airport
B-04	Except for Bacacheri Airport: Failure to adapt the capacity for processing passengers and luggage at the airport, including the passenger terminal, vehicle parking, associated land routes and other supporting infrastructure, in accordance with the terms established in the PEA for Phase I-B.	1,250%	Monthly, by Airport
B-05	Except for Bacacheri Airport: Failing to provide an aircraft yard, according to the terms established in the PEA for Phase I-B.	1,000%	Monthly, by Airport

B-06	<p>For Bacacheri Airport: Failure to carry out the necessary infrastructure adjustments so that the airport is able to operate, at least, with a non-precision approach runway, without restriction, night and day, code 2B aircraft, according to the terms and deadline established in the PEA.</p> <p>For all other airports: Failure to make necessary infrastructure adjustments so that the airport is able to operate, at least, with a non-precision approach runway, without restriction, night and day, code 3C aircraft, according to the terms and deadline established in the PEA.</p>	1,000%	Monthly, by Airport
B-07	<p>For Curitiba Airport: Failure to deploy a landing and takeoff runway, with a minimum length of 3,000 (three thousand) meters, parallel to runway 15/33, including taxi runway system, adequate to the regulatory design requirements for: aerodrome reference code 4E; precision approach runway, Category II, for both day and night operations; and independent parallel approaches, according to the terms and deadline established</p>	1,000%	Monthly, by Airport

	<p>in the PEA.</p> <p>For Foz do Iguacu Airport: Failure to deploy airstrip and taxiway belonging to the maneuvering area of this airstrip, suitable for regulatory design requirements for: 4D aerodrome reference code and precision approach runway, both for daytime operations as night, according to the terms and the period established in item 7.6.3.3. of the PEA.</p>		
B-08	<p>For Foz do Iguacu, Londrina and Joinville Airports: No longer possible to perform Category I precision approach, both day and night, according to the terms and deadline established in the PEA</p>	0,500%	Monthly, by Airport

Table C - Infractions Related to Works and Investments (Group II)

Ref	Description	Valuation	Incidence
General to all airports			
C-01	Failure to provide a visual PAPI approach ramp indicator system, according to the terms and deadline established in the PEA.	0,250%	Monthly, by Airport
C-02	<p>For airports with initial classification in Lanes 2 and 3, according to Appendix A of the PEA:</p> <p>Failure to install vehicle-monitoring system on curbs and internal</p>	0,100%	Monthly, by Airport

	roads for loading and unloading, under the terms and deadline established in the PEA.		
C-03	Failure to implement a system for monitoring the length of stay or processing of passengers, pursuant to item 6.6. of the PEA	0,250%	Monthly, by Airport
C-04	Failure to implement End of Runway Safety Areas (RESA) at the end of the landing and takeoff runways, according to the terms and deadline established in the PEA.	0,250%	Monthly, by Airport

CENTRAL BLOCK

Table B - Infractions Related to Works and Investments (Group I)

Ref	Description	Valuation	Incidence
General to all airports			
B-01	Failure to comply with the obligation to maintain full service at the passenger terminal service level, according to the PEA, after the start of Phase II.	5,000%	By Event
B-02	Fail to meet the Minimum Airport Infrastructure Specifications, according to the PEA, after the start of Phase II.	0,500%	Monthly, by Airport
B-03	Failure to carry out the investments, actions and services under its responsibility, in order to provide adequate capacity, for the aircraft yard systems, taxi runways and landing and takeoff runways, to serve Users during Phase II.	1,000%	Monthly, by Airport
B-04	Failure to adapt the capacity for	1,250%	Monthly, by Airport

	processing passengers and luggage at the airport, including the passenger terminal, vehicle parking, associated land routes and other supporting infrastructure, in accordance with the terms established in the PEA for Phase I-B.		
B-05	Failing to provide an aircraft yard, according to the terms established in the PEA for Phase I-B.	1,000%	Monthly, by Airport
B-06	Failure to make necessary infrastructure adjustments so that the airport is able to operate, at least, with a non-precision approach runway, without restriction, night and day, code 3C aircraft, according to the terms and deadline established in the PEA.	1,000%	Monthly, by Airport

Table C - Infractions Related to Works and Investments (Group II)

Ref	Description	Valuation	Incidence
General to all airports			
C-01	Failure to provide a visual PAPI approach ramp indicator system, according to the terms and deadline established in the PEA.	0,250%	Monthly, by Airport
C-02	For airports with initial classification in Lanes 2 and 3, according to Appendix A of the PEA: Failure to install vehicle monitoring system on curbs and internal roads for loading and unloading, under the terms and deadline established in the PEA	0,100%	Monthly, by Airport
C-03	Failure to implement a system for monitoring the length of stay or processing of	0,250%	Monthly, by Airport

	passengers, pursuant to item 6.6. of the PEA		rt
C-04	Failure to implement End of Runway Safety Areas (RESA) at the end of the landing and takeoff runways, according to the terms and deadline established in the PEA.	0,250%	Monthly, by Airport

NORTH BLOCK

Table B - Infractions Related to Works and Investments (Group I)

Ref	Description	Valuation	Incidence
General to all airports			
B-01	Failure to comply with the obligation to maintain full service at the passenger terminal service level, according to the PEA, after the start of Phase II.	5,000%	By Event
B-02	Fail to meet the Minimum Airport Infrastructure Specifications, according to the PEA, after the start of Phase II.	0,500%	Monthly, by Airport
B-03	Failure to carry out the investments, actions and services under its responsibility, in order to provide adequate capacity, for the aircraft yard systems, taxi runways and landing and takeoff runways, to serve Users during Phase II.	1,000%	Monthly, by Airport
B-04	Failure to adapt the capacity for processing passengers and luggage at the airport, including the passenger terminal, vehicle parking, associated land routes and other supporting infrastructure, in accordance with the terms established in the PEA for Phase I-B.	1,250%	Monthly, by Airport

B-05	Failing to provide an aircraft yard, according to the terms established in the PEA for Phase I-B.	1,000%	Monthly, by Airport
B-06	Failure to make necessary infrastructure adjustments so that the airport is able to operate, at least, with a non-precision approach runway, without restriction, night and day, code 3C aircraft, according to the terms and deadline established in the PEA.	1,000%	Monthly, by Airport

Table C - Infractions Related to Works and Investments (Group II)

Ref	Description	Valuation	Incidence
General to all airports			
C-01	Failure to provide a visual PAPI approach ramp indicator system, according to the terms and deadline converted into the PEA.	0,250%	Monthly, by Airport
C-02	For airports with initial classification in Lanes 2 and 3, according to Appendix A of the PEA: Failure to install vehicle monitoring system on curbs and internal roads for loading and unloading, under the terms and deadline established in the PEA	0,100%	Monthly, by Airport
C-03	Failure to implement a system for monitoring the length of stay or processing of passengers, pursuant to item 6.6. of the PEA	0,250%	Monthly, by Airport
C-04	Failure to implement End of Runway Safety Areas (RESA) at the end of the landing and takeoff runways, according to the terms and deadline established in the PEA.	0,250%	Monthly, by Airport

GENERAL TO ALL BLOCKS

Table D - Infringements Related to Revenue Collection

Ref	Description	Valuation	Incidence
D-01	Collect, in airports subject to the restrictions of item 3.2.1 of Annex 04, Adjusted Passenger Revenue higher than the Ceiling Revenue established for the calendar year, provided that the difference found, according to the formula in item 3.2 of Appendix A to Annex 4, is : (a) more than 10%, in the first five calendar years; or (b) more than 7%, as from the sixth calendar year; or (c) Greater than zero, in the last calendar year of the concession.	100% of the amount earned due to the difference found	By Event
D-02	Implement a pricing proposal suspended by ANAC, pursuant to item 4.5 of the Contract.	200% of the amount earned due to the difference between the amount unduly charged and that charged before the infraction	By charge
D-03	Carry out charges for the use of Operational Areas and Activities whose compensation values and criteria have been defined without consultation with relevant stakeholders.	250% of the amount earned due to the difference between the amount unduly charged and the amount charged before the infraction	By charge
D-04	Carry out charges for the use of Operational Areas and Activities whose compensation values and criteria have been defined without entering into an agreement protocol with the relevant stakeholders.	200% of the amount earned due to the difference between the amount unduly charged and that charged before the infraction	By charge
D-05	Carry out charges for the use of Operational Areas and Activities based on an agreement protocol that has not been submitted to ANAC.	150% of the amount earned due to the difference between the amount unduly charged and the	By charge

		amount charged before the infraction	
D-06	Carry out charges for the use of Operational Areas and Activities based on an agreement protocol that has not been revised in accordance with ANAC determinations, pursuant to item 11.8 of the Contract.	150% of the amount earned as a result of the difference	By charge

**Table E - Fine Penalty Weighting Matrix
(Non-specific typified infractions)**

Detriment						
advantages		Very Low	Low	Moderate	High	Very High
	Nonexistent					
	Very low					
	Low					
	Moderate					
	High					
	Very high					

4. Final Provisions

4.1 In the event that the Concessionaire causes the concession to lapse, a fine equivalent to 25% (twenty-five percent) of the gross revenue of the Concessionaire and its eventual wholly owned subsidiaries will be applied, pursuant to item 2.2.

4.2. The final amount of the fine will be reduced by 25% (twenty-five percent) in the event that the Concessionaire expressly waives the right to appeal against the decision and acknowledge the violation, within the statutory period.

4.2.1. The waiver referred to in item 4.2 constitutes a debt confession and, therefore, if the fine is not paid, default is a sufficient and capable instrument for the registration of credit in Cadin and in Active Debt, at its original value.

4.3. Failure to pay the fine within the stipulated period will result in the automatic incidence of default interest corresponding to the pro rata die variation of the SELIC rate, from the

date of the respective maturity and until the date of the effective payment, as well as the possibility of executing the Guarantee Contract Performance Agreement.