

SPECIAL COLLECTIVE BARGAINING AGREEMENT – ADDENDUM entered into between, on the one hand, the Empresa Brasileira de Infraestrutura Aeroportuária, hereinafter referred to as Infraero, CNPJ no. 00.352.294/0001-10, represented herein by its Chairman, **Antonio Gustavo Matos do Vale**, CPF (Tax ID) no. 156.370.266.53, its Managing Director, **Mauro Roberto Pacheco de Lima**, CPF (Tax ID) no. 223.480.181-87, its Legal and Regulatory Affairs Director, **Francisco José de Siqueira**, CPF (Tax ID) no. 070.459.304-10, its Director of Finance, **José Irenaldo Leite de Ataíde**, CPF (Tax ID) no. 040.871.604-59, its Director of Airports, **Marçal Rodrigues Goulart**, CPF (Tax ID) no. 065.804.238-62, its Commercial Director, **André Luis Marques de Barros**, CPF (Tax ID) no. 512.638.311-68, its Director of Operations Development, **Geraldo Moreira Neves**, CPF (Tax ID) no. 205.913.813-20 and **Lucélia Inácio Neto**, Superintendent of Human Resources CPF (Tax ID) no. 529.650.581-68 and, on the other hand, the Sindicato Nacional dos Empregados em Empresas Administradoras de Aeroportos (National Union of Employees in Airport Management Companies), CNPJ no. 59.945.154/0001-07, hereinafter referred to as SINA, represented herein by its Chairman **Francisco Luiz Xavier de Lemos**, CPF (Tax ID) no. 272.707.504.91 and by **Dr. Mauricio de Freitas**, Lawyer, CPF (Tax ID) no. 024.736.148-81, OAB/SP no. 85.878, who have mutually and fairly agreed to sign this SPECIAL COLLECTIVE BARGAINING AGREEMENT-ADDENDUM, to be governed by the Clauses enumerated herein, based on the following considerations:

- I. Taking into consideration the policy adopted by the Federal Government to grant concessions of airports managed by Infraero to private enterprise;
- II. Taking into consideration the understanding between the President of the Republic, through the Secretary of Civil Aviation – SAC, the State Companies Governance and Coordination Department – DEST, the Empresa Brasileira de Infraestrutura Aeroportuária – Infraero and the National Union of Employees in Airport Management Companies – SINA, the national representative of airport worker professionals, at the time of approval of the Addendum to the Collective Bargaining Agreement signed on 6th December 2011;
- III. Taking into consideration the consent of the Executive Board of Infraero to the terms of this Special Collective Bargaining Agreement – Addendum;
- IV. Taking into consideration the experience in the administration of Brazilian airports acquired by Infraero, a federal public company, since its establishment in 1973;
- V. Taking into consideration the human resource represented by the aviation sector, with specific experience in the management and safety of Brazilian airports, this Special Collective Bargaining Agreement – Addendum is hereby signed.

1ST CLAUSE – JOINT COMMITTEE – A joint committee comprising members proposed by Infraero and an equal number of members proposed by SINA shall be set up to deal with the following matters:

- a. Transfer Plan for employees remaining in Infraero;
- b. Incentive Programme for Transfer or Retirement – PDITA, established by virtue of the Addendum to the Collective Bargaining Agreement, signed on 6th December 2011, bearing in mind the needs deriving from the concession awarded to private enterprise of the Galeão/RJ and Confins/MG airports, according to the rules established in this Collective Agreement – Addendum;
- c. Alternatives for transfer of Infraero employees to other public bodies, with them being a part of the negotiations between Infraero and the respective interested bodies;
- d. Infraero facilities work force engaged in redeployment of employees remaining in Infraero

2nd CLAUSE – SUSPENDED CONTRACTS An Infraero airport employee, who wishes provide the services accepted by the Concessionaires, can continue to maintain his contract with Infraero, albeit suspended, for a period of up to 18 (eighteen) months, and this can be extended for another 18 (eighteen) months if there is no objection from the

from the respective employer, with the assurance it that in case the airport is returned to Infraero, the time that he has provided services to the Concessionaire will be considered for the purpose of seniority-based promotions, for the purpose of the increment for time of service covered in the 3rd Clause of the Collective Bargaining Agreement for Airport workers and for the purpose of the requirements laid down in Paragraphs 7 and 8, of Clause 48 of the same Collective Bargaining Agreement on entitlement to the Infraero-PAMI Medical Assistance Programme.

3rd CLAUSE – INCENTIVE PROGRAMME FOR TRANSFER OR RETIREMENT The Incentive Programme for Transfer or Retirement (PDITA) shall continue to be valid and shall apply on priority to airport workers employed by Infraero, who were stationed as on 1/12/2011, in the Brasília/DF, Garulhos/SP, Campinas/SP and Natal/RN airports and as on 1/12/2013, in the Galeão/RJ and Confins/MG airports, under the following conditions:

- i. The limit is moved from 2900 to 4220 vacancies, maintaining the option period as 18 (eighteen) months, which can be further extended by 18 (eighteen) months, if there is no objection by the respective employer, calculated after the transition period of the concessions dealt with in this Deed;
- ii. Payment of compensation for airport workers who are transferred from these airports to any of the Concessionaires, fixed at 1, 2 salaries per year of service provided to Infraero, with any period above 6 (six) months being considered as one year and limited to R\$180,000.00 (One hundred and eighty thousand Reals).
- iii. Payment of compensation for retired, still active airport workers and those who are within up to 5 (five) years from retirement pension, fixed at 2 (two) salaries per year of service provided to Infraero, with any period above 6 (six) months considered as one year, and limited to R\$250,000.00 (two hundred and fifty thousand reals);
- iv. The PDITA option, with the vacancies meant for employees who were stationed in the abovementioned airports being guaranteed, can be extended to the airport workers of the other Infraero facilities, who are retired, active or are within 5 (five) years of entitlement of retirement pension, with any period above 6 (six) months being considered as one year and limited to R\$250,000.00 (Two hundred and fifty thousand reals), with the objective criteria of prioritization covered in this clause as well as the budget allocations made by Infraero for this purpose being observed.

4TH CLAUSE – TRAINING COURSE FOR EMPLOYEES OF THE CONCESSIONAIRES Infraero can conduct training courses for training its employees, including those who are placed at the service of the Concessionaires.

5th CLAUSE – TRANSFER OF AIRPORT WORKERS TO THE CONCESSIONAIRES Infraero can transfer its airport employees to provide services to the Concessionaires, in case it is of interest to them, without detriment, as applicable, to the provisions in Clause 4 of this Deed.

6TH CLAUSE – RESTRICTION ON LAYOFFS – A limit of up to 7 (seven) layoffs of airport employees per year, which is not cumulative, till the 31st of December 2020, is fixed, excluding those cases of PDITA membership or similar cases, dismissals due to just cause, discharge due to retirement and requests for discharge, both formulated by the airport worker himself.

7th CLAUSE – APPLICATION OF THE SPECIAL COLLECTIVE BARGAINING AGREEMENT The benefits and advantages covered in this Special Collective Bargaining Agreement for the professional category of airport workers shall be



respected by the Concessionaires, in the event of provision of services by Infraero employees.

8TH CLAUSE – ELECTED UNION LEADERS Employees occupying elected posts covered in the Union’s bylaws, who have been elected before the award of airport concession to private enterprise, shall be guaranteed their representation of those Infraero employees who shall continue to remain in the awarded airports, even if it is as transferees to these airports in the form of a concession contract.

9th CLAUSE – VALIDITY This Agreement and the terms and limits set herein, given its special nature, will be valid for period from 1st December 2013 to 31st December 2020.

Brasília – FD, 16th September 2014

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