

**TENDER ADMINISTRATIVE REQUIREMENTS FOR THE CONCESSION
CONTRACT FOR EXCLUSIVE USE OF PUBLIC PROPERTY FOR THE
OPERATION OF COMMERCIAL AIRCRAFT MAINTENANCE, PARKING,
DISMANTLING AND RECYCLING ACTIVITIES AT TERUEL
AERODROME/AIRPORT**

TERUEL AERODROME/AIRPORT CONSORTIUM

CONCESSION OF PUBLICLY-OWNED LAND

COMPETITIVE TENDERING

Regular processing Urgent processing Advanced processing

File no.

CONC-01-2011

TENDERING SPECIFIC ADMINISTRATIVE CLAUSES

A.- GRANTOR

GRANTOR
QUALIFIED BODY

Teruel Aerodrome / Airport Consortium
Governing Board of the Consortium

Date of approval of tender:

22/02/2011

B.- OBJECT OF CONCESSION

**CONCESSION CONTRACT FOR EXCLUSIVE USE OF PUBLIC PROPERTY FOR THE
OPERATION OF COMMERCIAL AIRCRAFT MAINTENANCE, PARKING, DISMANTLING
AND RECYCLING ACTIVITIES AT TERUEL AERODROME/AIRPORT**

C.- FEE

ANNUAL OPERATING FEE (Tender base fee)

€ 1,250,000 (ONE MILLION TWO HUNDRED FIFTY THOUSAND) euro/year

D.- TERM

25 years

E.- EXTENSION

Maximum extension period: 10 years

YES **NO**

F.- PRICE UPDATING

Teruel Aerodrome/Airport Consortium may conduct an annual update of the fee offered by the successful tenderer, using the same CPI published by the National Institute of Statistics for the twelve months immediately preceding the update.

G.- PROVISIONAL SECURITY

Not applicable

H.- FINAL SECURITY

€ 1,000,000 (One million euros)

I.- ADVERTISING COSTS

To be borne by the successful tenderer

J.- LIABILITY INSURANCE POLICY

YES **NO**

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CHAPTER I. GENERAL PROVISIONS

I.- INTRODUCTION

1. Background.

Teruel Aerodrome/Airport is a public initiative airport facility which is aimed at generating employment in the aviation sector. Industrial activity is among its main activities, which provides with its own specialization and uniqueness

It is located in the municipality of Teruel, in the grounds of the former firing range of Caudé, 10 km northwest of the city between N-234 and A-1512 roads.

The Government of Aragon, in meeting held on April 4, 2006 (Official Gazette of Aragon, Number 47, of April 26, 2006) agreed to declare autonomy interest of Teruel Aerodrome/Airport, and to take the actions necessary for the implementation of such infrastructure.

In order to implement the above, Decree of April 14, 2006 of the Minister of Public Works, Urban Planning and Transport started the procedure for approval of Teruel Aerodrome/Airport Master Plan.

Once the Plan had been passed and taking into account the competing interests of the city of Teruel and the Autonomous Community of Aragon, a collaboration agreement for the establishment of the Teruel Aerodrome/Airport Consortium (hereinafter the Consortium) between the above mentioned Public Administrations was formalized by Order of February 7, 2007, of the Ministry of Public Works, Urban Planning and Transport of the Government of Aragon.

Under the first clause of that Agreement, the Consortium was formed to satisfy competing interests of the associated entities, consisting of *"the organization, implementation and management of common actions that are necessary for the encouragement and promotion of that airport infrastructure"*, the primary object of the Consortium being, under the same clause, *"to perform the commissioning, development and management of both the urban planning instrument which, if appropriate, will be created for the implementation of Teruel Aerodrome/Airport, and the whole airport infrastructure and any complementary activities or services carried out or provided in that infrastructure."*

As part of the proceedings initiated by the Consortium, it is worth noting the adoption of the Master Plan for Teruel Aerodrome/Airport by Order of December 5, 2007, of the Ministry of Public Works, Urban Planning and Transport of the Government of Aragon (published in BOA on December 14, 2007) and the development and implementation of the Inter-Municipal Project of Teruel Aerodrome/Airport through an Agreement of the Governing Board of 18 December, 2007.

The Inter-Municipal Project is the urban planning instrument necessary for the establishment, in accordance with Article 77 of Law 5/1999 of March 25, on Urban Planning in Aragon, of the urban regime of land where the airport infrastructure is

located, Teruel Aerodrome/Airport being established as a General Airport System, which determines the rating of the affected land as public property. Amendment no. 1 to that inter-municipal project was approved on February 8, 2011.

On February 7, 2008, the Directorate General of Civil Aviation of the Ministry of Development issued a favorable final report concerning the Inter-Municipal Project of Teruel aerodrome, after incorporating all the points that attest compliance with Annex 14 of ICAO, in accordance with Article 9.2 of the Aviation Security Act 21/2003.

Those activities, which have been conducted by the Consortium, have been duly informed by the competent authorities of the General State Administration in compliance with the provisions of the legislation on aviation and air safety in our legal system.

2. Overview of airport infrastructure. The Inter-municipal project

The Inter-municipal Project is the urban planning instrument which has made it possible to plan and execute the construction of Teruel Aerodrome/Airport and its adjacent industrial area, located outside the airport site.

2.1.1. General Airport System

The service area of the Aerodrome/Airport, whose area is a functional and territorial unity of an airport nature (Airport General System), is divided into three large homogeneous areas based on assigned activities and their degree of direct or complementary relationship with the airport's own functionality. These areas are as follows: 1. Aircraft movement subsystem; 2. Airport activities subsystem, with corresponding airport activities functional areas; 3. Airport Reserve Area. There is a fourth area for firefighting helicopter pad, which has been included in Amendment No. 1 to the Inter-Municipal Project, approved on February 8, 2011 by the Government of Aragon.

The total area of the Airport General System is 294 hectares approximately.

This airport general system is linked to a complementary communications general system, which starts at a T-junction from road A-1512 and provides access to the aerodrome and the industrial zone to be described below.

1.- Aircraft movement subsystem: it contains spaces and areas used by aircraft in their landing, take off, taxiing circulation and parking movements. It consists of the airfield, the aircraft parking apron as well as air navigation aids systems, and covers an estimated area of 121 hectares.

- Airfield.
- Runway, 2,825 m long and 45 m wide
- Turning platforms.
- Rapid exit taxiway, 330 m long and 23 m wide.
- Taxiway, 650 m long and 23 m wide.
- Aircraft parking positions to perform maintenance, commissioning and flight preparation activities. It has two 100x136 m. positions and is expected to increase by other four positions during a second phase.

Along with the current parking positions, a **hangar** is being built on the west side, 85.46 meters wide by 82.03 meters deep and 29 meters tall, equipped with basic facilities that are defined in this specification, whose exploitation is the object of this concession.

2.- Airport activities subsystem: it contains the infrastructure, facilities and buildings completing, within the airport area, aeronautical activity itself.

- Aircraft field: for long stay parking, with capacity for 156 type E/D and C aircraft. This aircraft parking field is partly the object of this concession.
- Roads to access positions and general access.
- Building for rescue and fire fighting.
- General Services building and control room.
- Energy supply area: It contains the intakes, facilities, components and distribution networks of energy infrastructure and basic infrastructure necessary for the operation of the aerodrome, including a power plant and a fuel tank.
- Visual and radio aids to navigation.
- Parking lots.

3.- Airport Reserve Area: It contains the necessary space to enable the development of new airport facilities or services, as well as extensions of any of the above mentioned areas, and covers an approximate area of 24.5 hectares.

4.- Heliport zone for firefighting.

2.1.2 Industrial Zone

The industrial zone, adjacent to the Airport General System, but located outside the airport site, with characteristics as consortium capital assets, has a total area of 332,900 square meters. The field adjacent to the industrial plots, with an area of 68,548 m², is established as an area to work on the aircraft outside the airport site and as a field with future railway uses. The industrial plot of land is subdivided into the following areas:

- 34,902 m² of parkland.
- 22,653 m² of internal roads and equipment.
- 94,345 m² of marketable industrial plots.
- 68,548 m² of maneuvering and operation field
- 55,316 m² of railway use
- 28,309 m² of facilities
- 40,757 m² of land devoted to infrastructure.

3. Justification for concession

The Master Plan for Teruel Aerodrome/Airport considers that airport activities with greater potential for development and consolidation are those of aircraft long-stay parking, servicing and maintenance, as well as dismantling and recycling of aircraft parts and components.

In order to enhance these activities with development potential, an aircraft maintenance hangar is being built and a field of over 120 hectares has been built for parking

purposes, which together constitute the first large specific area for these activities in Europe.

In this context, the implementation of this aircraft parking activity together with the necessary maintenance is considered a priority, thus providing the aerodrome with substantive content. These activities, along with other aviation-related ones, and those that may develop in the adjoining industrial estate, are the primary object of the airport facility.

In order to find an operator who carries out these activities, it is necessary to allow the use of the property necessary for these purposes.

The publicly-owned nature of the land in the general airport system means exclusive use of the property included is subject to the particular legal rules applicable to the so called public domain. Under this scheme, the private use of the assets included in the property requires an enabling title which, in accordance with current legislation applicable to the case, will be the concession, awarded in accordance with the principles of publicity and competition and according to the specifications that govern the concession and the regulations contained in legislation governing the matter.

Therefore, the above mentioned target together with the nature of publicly-owned land property, justify the initiation of administrative procedure in public competition regime aimed at awarding the concession to allow the occupation of the aircraft maintenance hangar and a part of the Aerodrome/Airport parking field, as described below, in accordance with Article 21 of the Revised Property Act of the Autonomous Community of Aragon (TRLPCA), approved by Decree Law 2/2000 of June 29, of the Government of Aragon and Article 5 of the Statutes of the Consortium.

4. Nature of publicly-owned land concession

The publicly-owned land concession will be the administrative act under which the entity holding the property will confer the right to exclusive and temporary use to the successful tenderer third party, under the terms of this statement, of the public property described in this document, although retaining ownership of it as well as the powers, duties and obligations that the law recognizes. The concession will be awarded, leaving the rights of individuals intact and subject to third parties.

5. Object of the tender

The object of the tender will be the selection of the person or legal entity that later, and in accordance with the contents of this document, should incorporate the company holding the concession of publicly-owned land.

II.- OBJECT OF CONCESSION AND PURPOSE OF THE PROPERTY

1.- Object

The purpose of the publicly-owned land concession is the exclusive use of the following property located in the General Airport System:

- a) A hangar, 85.46 meters wide and 82.03 meters deep and 29 meters tall, equipped

with basic facilities that are defined in the Technical Specification (hereinafter PPT) and located in the area corresponding to aircraft movement subsystem.

b) An 80 hectare aircraft parking field area located in the area corresponding to the airport activities subsystem.

The hangar and the field are located in registered field number 2022 of Caudé, registered in the Land Registry of Teruel, folio 72, book 19 of the aforementioned municipality, volume 795. Currently registered in estate 440 plot 4 at the Land Registry.

The detailed location and characteristics of these two assets are described in the PPT.

The presentation of the tenders will imply the acceptance by the tenderers of the situation and factual and legal circumstances of the area under concession.

2. Purpose of the property

The use of the hangar and the surface of the field previously identified will be aimed at commercial aircraft maintenance, parking, dismantling and recycling activities, including large-scale ones aimed at large business aviation

These activities will be developed in accordance with the PPT with the scope and exclusivity defined below:

- Such activities will be provided on an exclusive basis by the concessionaire throughout the airport site.
- All those tasks involving military aircraft, small-scale business aviation, helicopters and UAV, whether related to maintenance or parking, which will be carried out in the rest of the airport area not affected by the concession, fall outside the exclusivity of the concession.
- Any other activities not mentioned as exclusive, as is the case of painting or conversion of aircraft from passenger use to freight use –p2f- will be allowed in the concession area, but not on an exclusive basis, and therefore shall not limit the possibility of being performed by a third party in the rest of the aerodrome/airport area not affected by the concession.

The purpose of the property subject to concession shall be exclusively that established in the concession, and non-compliance with it will be a cause for termination of the concession.

Under no circumstances will the award of the concession exempt the concessionaire of the obligation to have any authorizations and licenses that may be mandatory under the law that is applicable to the activity to be developed in the property subject to concession. The concessionaire must previously obtain all licenses, permits and authorizations required for the effective use of the property and the development of this activity.

The development of the activity for which the concession has been awarded will be at the risk and venture of the concessionaire.

3 .- Conditions of use

The use of the hangar and parking field in Teruel Aerodrome/Airport for the purpose indicated in the previous section will imply the maintenance and upkeep of the elements of concession with their facilities and improvements, including replacement and repair works that are required to maintain them properly.

The use of the property shall comply with the provisions to this effect in the statement of technical requirements, in urban planning regulations that apply to this area and those of an environmental nature or arising from the characteristics of the area.

III.- LEGAL STATUS OF THE CONCESSION AND JURISDICTION

1.- Legal status

The concession shall be governed, without prejudice to any other regulations that might be applicable, by the following regulations and documents:

- a) These Terms and Conditions, the Technical Specification (hereinafter PPT) and the other documents that are part of the legal business of the concession awarded.
- b) The Consolidated Property Act of the Autonomous Community (TRLPCA), approved by Decree Law 2/2000 of 29 June, of the Government of Aragon, Law 33/2003 of November 3, on Property of Public Administration and its Regulations, approved by Royal Decree 1373/2009 of 28 August.
- c) Law 30/2007, of 30 October, on Public Sector Contracts (LCSP) applicable under what is stated in PCAP and TRLPCA and the General Rules for Public Administrations Contracts (RGCAP), approved by Royal Decree 1098/2001, of 12 October.
- d) Also, because of the matter, Law 48/1960 of 21 July, on Air Navigation, Royal Decree Law 12/1978 of 27 April, setting and limiting powers regarding aviation and other airport and aviation law that may be applicable, shall all apply.
- e) Private law as a supplement to all those events not unanticipated in the regulations stated above.
- f) During the term of the concession, all applicable environmental regulations or orders and instructions prescribed by national authorities with jurisdiction in these matters must be complied with.

The ignorance of the legal regime of the concession, any of its terms, the statements and documents attached as part thereof, or the instructions or rules of any kind that can be applied in the implementation of the agreement, shall not exempt the concessionaire from the obligation of compliance.

2.- Jurisdiction

The contentious administrative courts shall be competent to resolve contentious issues concerning the preparation, award, effects, compliance and termination of the publicly-owned land concession.

IV.- COMPETENT BODY TO AWARD THE CONCESSION

The competent body to award the publicly-owned land concession is the Consortium's Executive Council as provided in Article 12 paragraph d) of the Statutes of Consortium.

The functions and powers of control, inspection and enforcement of the concession corresponding to the Consortium shall be exercised by the President of the Consortium or his/her delegate in accordance with its Statutes.

V.- CONCESSION TERM

1. Term

The concession will last for twenty five (25) years from the date of signing of Delivery Record.

The Consortium will provide the concessionaire with the infrastructure subject to concession before October 31, 2011, date on which the aerodrome will be fully operational. This act will be formalized through the aforementioned Delivery Record.

Delivery after October 31, 2011 will result in the extension of the concession period for the same period as that of delay, without prejudice to the right to terminate it, in accordance with the provisions of Chapter VIII of these Terms, if more than six months have passed after expected date of delivery without it having occurred.

2. Start of operations

The adaptation of the facilities in accordance with the provisions of the PPT will be borne by the concessionaire according to the proposed offer.

The concessionaire, after adaptation of the facilities, shall commence all activities arising from this statement and from the content of the concession which will incorporate those in their tender within six (6) months from the date of receipt of the infrastructure delivered by the Consortium. The start of activity will be documented through Operation Start Record.

3. Extension

a) The concessionaire may request extension of the concession in writing to the granting authority at least six (6) months before the end date of the concession or of each extension granted earlier.

To this effect, they must provide documentary evidence that they are current on payments of the fee payable and other expenses billed up to the time of the request. Also, before granting the extension of the concession, it must be verified that the concessionaire retains all the conditions required by these Terms, the PPT and the concession.

The lack of verification of the above shall entail the denial of the extension without the need for explicit decision having to be taken to declare it.

Under no circumstances shall the extension be granted if there is no specific notification from the granting body in this regard. The Consortium will decide at their discretion whether or not to extend the concession based on the assessment of the concessionaire's performance.

b) The term of each extension and the amendment of the fee that may be proposed, will be set by resolution of the concession.

The total period that may be granted in terms of extension of the concession, regardless of their number shall be TEN (10) YEARS, so that the total term of the concession shall not exceed THIRTY-FIVE (35) years.

4. End of term.

Once the concession has come to an end due to expiry of the term, the reversion of property shall take place in accordance with the terms stated in Chapter VIII on the termination of the concession, subject to any other effects provided in this document and in applicable legislation.

CHAPTER II: PROCEDURE AND METHOD OF AWARD OF CONCESSION

VI.- PROCEDURE AND METHOD OF AWARD

The award of the concession shall be made as a public competition in accordance with the procedures set forth in this statement in accordance with the procedure laid down in the regulations on property and the regulations on public sector procurement (Article 25 of TRLPCA).

VII.- DOCUMENTATION AVAILABLE FOR TENDERERS

1 .- The Consortium will make the following documents available to tenderers:

- a) Announcements of the procedure.
- b) PCAP and its annexes.
- c) PPT and its annexes.
- d) Other technical documentation.

2 .- This documentation will be made available to tenderers at the office of the Aerodrome Consortium located in Diputación General de Aragón, in Paseo María Agustín 36, Edificio Pignatelli, Gate 8, 2nd floor of Zaragoza, at the Teruel Aerodrome/Airport website (<http://www.aeropuertodeteruel.com>) and the contractor's profile (<https://contratacionpublica.aragon.es>), the tenderers bearing the costs of acquisition, reproduction and copying of documentation.

VIII.- DOCUMENTS WITHIN CONCESSION BUSINESS AND GENERAL CONTRADICTION CLAUSE

1 .- The documents within business of publicly-owned land concession are as follows:

- a) The document formalizing the concession and, where appropriate, its amendments.
- b) PCAP and all its annexes.
- c) PPT and its annex
- d) The tender submitted by the successful tenderer.

2.- In the event that there are any contradictions in their terms, the mentioned documents shall be interpreted taking into account the order in which they are listed in this section, so that each one of them will have preference over those who follow it.

IX.-TENDERERS

1.- Capacity and solvency of companies

In accordance with Article 94 of Law 33/2003 of November 3, on Property of the Public Administrations and Article 43 of LCSP, natural or legal persons, Spanish or foreign, who have full capacity to act, do not fall within the prohibitions to enter into contracts set forth in Article 49 of the above mentioned LCSP and prove economic, financial and technical solvency, in accordance with means and criteria set forth in this statement in accordance with Articles 63, 68, and 70 of the LCSP, can be tenderers.

2.- Types of tenderers and way to submit tenders

1.- Tenders can be submitted as tenderers by natural or legal persons individually or jointly with others, without requiring, in the case of joint tender, any legal form of partnership between them until the date under these specifications in the appropriate section on the award.

2.- Those participating in the tender individually or jointly with others must do so with a commitment to set up a company in accordance with the conditions and deadline set forth in this statement.

In the event that there are tenders submitted by business groups, a commitment will be attached, entered into a public deed, expressly stating that circumstance, the joint liability to the grantor until the formal award as well as the participation share that corresponds to each company in the group and in the future society, in the terms set forth in these Terms.

3.- Each tenderer may not submit more than one tender. Nor can they subscribe any tenders in conjunction with others if they have done so individually or can they participate in more than one group of tenderers.

Failure to comply with these rules will result in the rejection of all tenders submitted by the tenderer.

X.- PLACE, TIME AND REQUIREMENTS FOR SUBMISSION OF TENDERS

1. Place and deadline for submission of tenders

1.- The tenders, along with the mandatory documentation must be handed in at the premises or offices expressed in the tender announcement up to fourteen (14) hours on the day set in it.

2.- When the documentation is mailed, the tenderer must justify the shipping date in the post office and announce to the granting body the shipping of the tender by email or fax to the email address and number stated in the announcement, telex or telegram

on the same day. Without the concurrence of both conditions, the tender shall not be accepted if it is received by the Consortium after the date and time of the deadline stated in the announcement.

However, the documentation which has not been received within 10 calendar days from the deadline set for acceptance of tenders shall not be accepted in any case.

3.- When the tender is delivered on the premises mentioned in the announcement, the application form will be recorded and a stamped copy of it shall be returned as proof of filing.

2.- Effects of submission of tenders

The submission of tenders implies the unconditional acceptance by the tenderer of the provisions of these Terms and PPT without any exceptions, as well as a sworn statement declaring that they meet each and every one of the conditions required to establish the legal relationship with the Consortium which is the object of this statement. Any exception shall be deemed as void in any case.

3.- Documentation requirements

1.- The tenders will be submitted in Spanish, and all information should be provided both in print and in electronic format. In case of discrepancies between the data or information from both media, the one contained in the documents submitted in paper form shall prevail.

The tenders must be submitted typed or printed by any other mechanical or computer printing, and any manuscript documents or those with omissions, errors or amendments that do not allow a clear understanding of the conditions to assess the tender, will not be accepted.

2.- Any tenders which contain omissions, errors or deletions that prevent clear understanding of all that which the Consortium considers essential for the tender, or incurring in the cases provided for in Article 84 of RGCAP, will not be accepted.

3.- The total cost of the preparation of documentation for the preparation of the tenders submitted will be borne by the tenderers, who will not be entitled to claim any financial compensation should they not be the successful tenderers.

4.- The tenderers may withdraw their tender if, within six months from the start of the procedure, the award has not occurred.

4.- Receipt of documentation

Once the period of receipt of tenders has come to an end, the head of the relevant registry shall issue a certificate regarding the documentation received, or where appropriate, the lack of tenderers. This certification along with documentation will be forwarded to the Secretary of the assessment panel provided in these statements.

If shipping by email had been announced, with the requirements of the preceding paragraph, as soon as it is received and in any case, once the period of ten days

referred to therein is over, the head of the registry shall issue a certificate of documentation received so that it is also forwarded to the Secretary of the assessment panel.

XI.- CONSTITUTION OF SECURITY

1.- Before the award, the proposed tenderer must prove that they have constituted a security available to the grantor for an amount of one million (1,000,000.00) euros.

The security will be established in any of the forms and with the requirements of Article 84 of the LCSP adjusting to the models listed in the Annexes of RGCAP. In the case of the constitution of a security by means of a guarantee, it shall comply with Annex III of this document. The evidences of its constitution must be delivered to the offices of the Consortium, whose address appears in the tender announcement.

2.- If, due to breach by the concessionaire of any of the requirements in this Statement, according to the terms of this document, action was taken against the security provided for, the concessionaire must replace or extend the security to the extent appropriate within fifteen calendar days from the date the implementation of the security became effective.

Failure to comply with this requirement for reasons attributable to the concessionaire will be cause for termination of the concession.

3.- The security will not be returned or canceled until termination of the concession has occurred, and provided it is not due to causes attributable to the concessionaire. The refund, if appropriate, of the security will occur after the processing of the procedure to verify the condition of property under concession, as provided in the chapter on termination.

XII.- CONTENT OF TENDERS

1.- The tenderers shall submit their proposals in two envelopes, signed and sealed so as to ensure the secrecy of their content, identified as Envelopes One and Two with the titles and contents described in this clause. If it was necessary due to the volume of documentation, they will be presented in boxes with the same identification One and Two, also signed and closed so as to ensure the secrecy of their content.

2.- Each of the envelopes must be signed by the tenderer or a person who represents them. On the outside of both of them must appear the reference number and the text "*Tender for publicly-owned land concession in Teruel Aerodrome/Airport*", the first name and family name of the tenderer (or tenderers), or name of the tendering company (or companies), and their Tax Identification Number, designated address for correspondence, telephone, fax, and email, where appropriate.

Inside they will contain a numerical list of the documents included.

For the submission of documents, tenderers shall observe the order established in the clauses that follow, even for those sections in which, for the reasons adduced, submission is not appropriate.

3.- The envelopes shall include the documentation indicated below:

Envelope Number One: Administrative Documentation

Envelope Number One will include the following DOCUMENTS, originals or copies thereof having the character of genuine under current legislation, accompanied on a separate sheet, by a list of all the tender documents included in this envelope.

a) Documents proving the employer's personality and legal capacity of tenderers in the form required by the LCSP

With respect to those documents relating to the entrepreneur's personality and capacity to act, the documents set forth in this section shall be included.

When two or more employers submit a joint bid, each of them shall attest their personality and capacity as described below.

- 1) If the tenderer is a legal person or persons, they must present a certified copy or sworn testimony of the articles of incorporation or amendment, if any, recorded in the Register, when this requirement is enforceable under the applicable commercial law. If it is not applicable, the accreditation will be made by means of deed or constitution, statutes or founding charter, which states the rules governing their activity, registered, when appropriate, in the relevant official registry.
- 2) Individual employers must submit original or certified copy of the notarial certificate or national identity document, or a document in lieu thereof (passport, etc.).
- 3) The capacity to act of non-Spanish entrepreneurs who are nationals of Member States of the European Union will be credited by their registration under the laws of the State where they are established, or by submitting an affidavit or a certificate in accordance with applicable Community regulations.
- 4) The legal capacity of foreign companies which do not belong to the European Union will be credited by means of a report by the Permanent Diplomatic Mission of Spain in the relevant State or by the Consular Office in whose territory lies the registered address of the company.
- 5) For foreign companies, the explicit declaration of submission to the jurisdiction of Spanish courts of any kind, for all incidents directly or indirectly arising from the concession, with a waiver, when appropriate, of the foreign jurisdiction that may correspond to the tenderer, is also required.
- 6) Regarding the absence of prohibitions to enter into agreements, and without prejudice to the accrediting that is required before the award under this statement, a sworn statement declaring that the company does not fall within the prohibition to enter into agreements, under Articles 49 and 50 of LCSP. Such sworn statement, whose model is included as annex IV, shall expressly include the circumstance of being current with payment of tax obligations with the State and the Autonomous Community of Aragon and Social Security obligations imposed by the existing provisions and not having debts falling within executive pay period with those Authorities.

b) Documents attesting representation

1. Those presenting themselves or signing tenders on behalf of others, shall provide sufficient power, previously verified by the Directorate General of Legal Services of the

Government of Aragon, and a legitimate copy certified by a notary or competent body of their Identity Card or passport or, when applicable, the document which replaces it.

2. If the company is a legal entity, the power shall be registered, where appropriate, in the Commercial Register. If it is a power for a specific act, registration in the Register is not required, in accordance with art. 94.5 of the Commercial Registry Regulation.

3. When two or more employers submit a joint tender, each of them shall attest their representation in the manner described above.

c) Register of Tenderers

The companies that are listed in the Register of Tenderers of the Autonomous Community of Aragon are exempt from filing the documents required in paragraphs 1 (Documents proving the employer's personality) and 2 (Documents attesting, where appropriate, representation) and 6 i) (not falling within prohibition to enter into agreements), replacing them with presentation of the certificate of Register of Tenderers in force, original or certified copy, which must be accompanied by a sworn statement which explicitly states the validity of the data contained in the certificate, together with the certified copy of their Identity Card in accordance with Decree 82/2006 of 4 April, of the Government of Aragon on the establishment of the Register of Tenderers and approving its regulations (BOA # 45 of 20 April 2006) and Order of May 22, 2006, of the Ministry of Economy, Finance and Employment (BOA # 58 of 24 May, 2006).

d) Economic and financial solvency

The tenderers, both domestic and foreign, must justify their economic and financial solvency by submitting the following documents and adapting to the criteria defined below for each of them:

- Report from a financial institution stating that the tenderer or group of tenderers all have a healthy enough financial position to obtain, in accordance with common practice in financial markets, adequate funding to meet investment for an amount equal to or greater than two million (2,000,000.00) euros, under conditions and terms similar to those of this concession.

- Statement by the legal representative of the overall turnover, based on the last three financial years available, depending on the date of creation or start of operations of the employer. The amounts in each of the last three years must equal or exceed one million (1,000,000.00) euros.

In the case of tenders submitted jointly by several tenderers, each of them must demonstrate their capacity and solvency. For the purposes of determining the solvency of the union, the accredited characteristics for each of the members thereof shall accumulate. This means that any company that submits a tender along with other tenderers, will have the solvency of the group to which it belongs. Specifically, in regard to turnover, in order to determine the total amount, those corresponding to each of the companies shall accumulate and it is understood that each tenderer will have that of the consolidated group to which it belongs.

e) Technical Solvency

The tenderers, both domestic and foreign, must justify their technical solvency by submitting the following documents

- The tenderers, both domestic and foreign, or any member of the group if submitting a joint tender, must prove their technical expertise by means of a statement declaring to have developed directly or through participation in companies, activities related to the aviation industry, maintenance, parking, dismantling and recycling of aircraft, transport vehicles and other comparable industrial action.

The statement provided should identify the type of activity conducted, or participated in, the date, location, amount, and a brief description of its contents.

For tenders submitted jointly by several companies, each of them must demonstrate their capacity and solvency. For the purposes of determining the solvency of these companies, the characteristics accredited to each of them shall accumulate.

- Statement indicating the technicians or technical units, whether or not incorporated into the company, that the tenderer has. In order to demonstrate the reliability necessary to compete for this tender procedure, interested employers may rely on the solvency and means of other entities regardless of the nature of links they have with them, if they prove that, for the exploitation of the infrastructures involved in the concession, they effectively have such external means through signed contracts, firm commitments, etc.

In these cases, the tenderer who intends to rely on external means to prove his solvency shall accompany the commitment or signed contract under which they prove to have them to the tender.

f) Commitment to the establishment of a corporation

Document stating the commitment of the tenderer or tenderers and, where appropriate, their agent or representative, in the event of being proposed for the award, to establish a corporation which will be the concession holder, within the term and with the requirements and conditions set forth in this document and in the applicable legislation, and, where appropriate, with the characteristics indicated in their tender, which will in any case respect the deadline and requirements.

In the case of employers who submit a joint tender, they should indicate the participation of each of them in the future society.

In the event that there are tenders submitted by business groups, a commitment will be incorporated expressly stating such circumstance, liability, as well as the participation share that corresponds to each company in the group and the future concessionaire. A proxy will also be appointed to represent the promoters of the concessionaire until the company has been established. The document shall be signed by the representatives of the various promoting companies and by the aforementioned proxy.

g) Privacy Statement

The tendering companies will have to indicate, by means of an additional statement, which administrative, technical documents and data presented are, in their view likely to be considered confidential, which will be reflected in the document itself marked as confidential. If this statement were not provided no documents or data shall be deemed to have that nature.

The documents and data submitted by the companies can be treated as confidential where disclosure to third parties would be contrary to their legitimate business interests, might impair fair competition between companies or fall within the prohibitions in the Law on Personal Data Protection.

Envelope Number Two: Technical proposal, financial tender and job creation

Envelope Number Two will include the following DOCUMENTS, originals or copies thereof having the character of genuine under current legislation, accompanied on a separate sheet, by a list of all the tender documents included in this envelope.

1. Technical proposal

a) Business Plan:

A document will be provided with the content specified in section 7 of the PPT on the potential of the proposed activities, the scope of the relevant market, analysis of the situation and expectations, needs of material and financial resources to achieve the purpose intended; and economic financial analysis of expenses and revenue which makes it possible to analyze and evaluate the feasibility of developing the activities under this concession.

The proposed activities involving R & D shall be described.

b) Implementation Plan for the first 5 years of the concession:

This plan should detail the following aspects:

- Valued proposal for provision of facilities in the Hangar and provision of working tools and means for the activity.
- Staffing and training scheme for skilled labor
- Description of the methodology proposed by the tenderer to carry out operational activities, operation and maintenance of facilities of the infrastructure under concession. Specifically of field maintenance plan, parking operation and directions to the environmental preservation of that space.
- Environmental Monitoring Plan that meets the specifications listed in section 6 of the PPT.
- Plans for security and coordination with the aerodrome management.
- Study estimates of supplies – electricity, water, gas, waste – as well as cost-saving measures to optimize the operation of this infrastructure, transport and logistics and any other needs

c) Certifications and Authorizations

Availability of certificates and/or authorizations necessary to carry out maintenance tasks and other activities planned or, where appropriate, procurement plan.

2. Economic and job creation tender

The economic tender of the tenderers will be formulated according to the model attached as Annex II to this Statement and will cover the following aspects:

d) Hangar and aircraft parking field operation fee

- The total amount offered under this section shall be at least one million two hundred fifty thousand (1,250,000) euros per year, excluding VAT. This amount will form the tender base price and may be raised by the tenderers.

The Value Added Tax shall be included in the tender as a separate item

- The tenderers shall indicate the total amount offered as operation fees to be paid to the Consortium in the sixth year and following of the term of the concession, since that fee shall be paid, as provided in section XXVI of these Terms and Conditions, increasingly during the first five years of the concession until one hundred percent of the fee offered is reached in the sixth year.

- The amount of the fee will vary according to the CPI for the preceding annuity.

e) Commitment to job creation

The tenderer shall include in this envelope their job creation offer, which will be referred to annual employment to be counted in the fifth year since the start of the activity.

XIII.- ASSESSMENT OF TENDERS

The tenders will score up to 1000 points, according to the following assessment and scoring criteria.

Criteria	Maximum score
Technical Proposal	350 points
Economic and job creation tender	650 points

1.- Technical Proposal

The technical proposal will score up to 350 points distributed as described below with respect to various aspects of the technical offer:

a) Business Plan: **up to 150 points.**

In connection with this Plan, the following will be assessed:

- The potential of the proposed activities, the scope of the relevant market, analysis of the situation and expectations, needs of material and financial resources to achieve the aims pursued and economic-financial analysis of costs and revenue so as to analyze and assess the feasibility of developing the proposed activities in the business plan submitted. **Up to 125 points.**

- The proposed activities involving R & D. **Up to 25 points.**

b) Implementation Plan for the first 5 years of the concession: **Up to 170 points.**

In connection with this Plan, the following will be assessed:

- The proposed adaptation of facilities in the hangar and provision of working tools and means for the activity. The performance and the higher amount over the minimum conditions of adequacy will be valued. **Up to 40 points.**

- Staffing and training scheme for skilled labor. **Up to 30 points.**

- The description of the methodology proposed by the tenderer to carry out operational activities, operation and maintenance of facilities of the infrastructure under concession. Specifically, field maintenance plan, parking operation and directions to the environmental preservation of that space. **Up to 50 points.**

- Environmental Monitoring Plan with the specifications of the PPT. **Up to 20 points.**

- Plans for security and coordination with the aerodrome. **Up to 10 points.**

- The quality of survey estimates of supplies and other necessities. Saving measures.
Up to 20 points.

c) Availability of Certifications and Approvals: **Up to 30 points**

Availability of certificates and/or authorizations necessary to carry out aircraft maintenance and other activities or, where appropriate, procurement plan.

2.- Economic and job creation tender

The economic and job creation tender will reach a **maximum score of 650 points** distributed as described below:

d) Operation fee: **up to 200 points.**

0 points will be assigned to the tender offering the operating fee equal to the minimum provided for in this statement (€ 1,250,000). The score of the other tenders shall be calculated by linear interpolation, according to the following formulas:

In the event that there are no increases above 20%, the score for all tenderers shall be calculated by using the following formula:

$$Of_i = 200 * (X_i - 1,250,000) / 250,000$$

Of_i : score for tender i;

X_i : Fee offered by tender i, X_i shall be expressed in euro

In the event that there are increases above 20%, the score for all tenderers shall be calculated by using the following formula:

$$Of_i = 200 * (X_i - 1,250,000) / (X_{max} \text{ (the best)} - 1,250,000)$$

X_{max} : Maximum fee offered

e) Commitment to job creation: **up 450 points** at a rate of one point per job, assessed as total number of jobs to be counted in the fifth year since the start of the activity.

The employment proposed shall be assessed, **not reaching the number of jobs offered after 5 years of signing the concession document shall be a cause of termination.**

XIV.- ASSESSMENT PANEL

For the examination and assessment of the tenders, the awarding body will be assisted by an assessment panel.

The Assessment panel shall consist of at least six members appointed by the granting authority, including: a representative of the legal advisory of the Consortium or the Directorate General of Legal Services of the Government of Aragon and another one of the Consortium Comptroller or General Comptroller Office of the Government of Aragon and the Secretary will be that of the grantor, with a voice but no vote.

In case of justified absence of any of the members of the Panel, they may be replaced by a suitable person.

XV.- OPENING AND EVALUATION OF PROPOSALS

1.- Opening of Envelope Number One and Documentation Assessment

After the deadline for submission of tenders and once the ones which were sent by mail have been received or after a period of ten days if they have not been received, the Assessment panel will meet and proceed to the opening of Envelope No. One for the purpose of assessment.

If any defects or omissions which can be rectified are found in the documentation submitted, it will be communicated to the interested party, by fax, email or other means that allow proof of receipt by the interested party, of the date of receipt and content of communication, giving them a period not exceeding five calendar days for correction or remedy or to provide clarification or additional documents subject to the provisions of Article 22 RGCAP.

When the proposals cannot conclusively prove the possession of the requirements for contracting with the Public Administrations, some of the documents required by this Statement regarding Envelope No. One are missing, or substantial defects or material deficiencies which cannot be corrected are found in those documents, they **shall be rejected**.

Once the documents have been evaluated and, if necessary, the actions indicated in the preceding sections have been taken, the Chairperson of the Panel shall determine the companies that meet the selection criteria set in these Terms and Conditions, with express statement of those accepted to the tender, those rejected and the reasons for such rejection.

All proceedings shall be recorded in the minutes which must necessarily be kept.

2.- Opening of Envelope Number Two. Technical and economic tender

The public opening will take place in the place and on the date specified in the tender announcement or, where appropriate, in the contractor's profile.

This event will begin with an express statement on the evaluation of the proposals made by the Panel, identifying those accepted to tender, those rejected and the reasons for such rejection, proceeding then to the opening of Envelope No. Two of the proposals accepted and their confrontation with the information contained in the certificates issued by the registrar, giving the opportunity to the interested parties so they can verify that the envelopes containing the tenders are on the table and in the same condition as when delivered.

In case of discrepancies between the proposals that are held by the Panel and those submitted deduced from the certifications the Panel has available, or doubts arise about the conditions of secrecy that should have been kept, the meeting shall be cancelled and the necessary investigations shall be urgently made about what

happened, announcing again, where appropriate, in the contractor's profile of the grantor, the resumption of the public event once everything has been clarified accordingly.

Before the opening of the first proposal, those interested tenderers will be invited to express doubts or ask for explanations as they deem necessary, the Panel proceeding to provide clarification and relevant answers, but at this point the Panel cannot receive documents that had not been delivered during the admission period or that allowed for correction of defects or omissions or for clarification or to produce documents.

The Assessment panel shall study and assess the tenders, according to the criteria set out in section XIII of this document.

If any proposal is not in conformity with the documentation reviewed and accepted, substantially changed the established model, implied a manifest error in the amount of the tender or the tenderer admitted it contained an error or inconsistency that made it impractical, it will be rejected by the Panel by reasoned decision.

On the contrary, changing or omitting a few words of the model, if that does not alter its meaning, shall not be sufficient cause for rejection. In case of discrepancy between the amount of the tender in words and that expressed in figures, the former shall prevail, unless the documents that make up the proposal indicate otherwise.

If defects or omissions which can be rectified are found in the documentation submitted, it will be communicated to the interested parties by fax, email or other means that allows proof of receipt by the interested party, of the date of receipt and content of communication, giving them a period not exceeding five calendar days for correction or remedy or to provide clarification or additional documents.

Those tenders whose technical proposal, described in section XIII, does not obtain a minimum score of **100 points** shall be considered **excluded**. In these cases there shall be no assessment of the economic tender.

Once the tender opening and assessment event has come to an end, minutes will be taken which accurately reflect what happened, which will be signed by the Chairperson and Secretary of the Assessment panel.

The Chairperson of the Panel shall announce at a public event, which will be held in the place and on the date specified in the tender announcement or in the contractor's profile, the **result of the assessment of proposals submitted in Envelope No. Two**, indicating whether defects or omissions which can be remedied were observed and whether they were corrected or remedied by the interested parties, and shall let the attendees know the result of applying the selection criteria as provided in section XIII of this Statement indicating straight away the proposals which were accepted as well as the ones rejected and the reasons for the rejection of the latter.

The proposals submitted, both the ones declared as accepted and those rejected unopened or rejected once opened, will be recorded in their files.

All proceedings in accordance with the preceding sections shall be recorded in the relevant minutes, which will reflect the outcome of the procedure and any incidents.

XVI.- AWARD OF THE CONCESSION

1.- Tenders rating and proposal for award

Once the tenders have been assessed, the Assessment Panel shall submit the appropriate awarding proposal to the granting authority, along with the minutes, which shall list the tenders sorted decreasingly, including the score given to each of them by applying the criteria set and identifying the most advantageous one, meaning that it has obtained the best score in the assessment criteria set out in section XIII.

2.- Documentation to be provided

Prior to the award, the granting authority will require the tenderer designated by the Assessment panel as the most advantageous tender to perform the following actions:

a) **Submit, within a maximum period of 10 working days** from the day following the notification of the request, supporting documentation of the following:

- Being up to date with tax obligations and Social Security, if applicable.
- Their capacity to enter into agreements and effective availability of means that may have been undertaken to devote to the concession if it had not still been credited with the tender.
- Register in Business Tax, if they engage in activities subject to this tax. Otherwise they must file a sworn statement indicating the reason for exemption.

b) **Submit, within a maximum period of 30 working days** from the day following the notification of the request, the following documents:

- The accreditation of the establishment of the corporation referred to in Chapter III of this document. To do this, they must provide a certified copy or notarized attestation of the deed of incorporation in accordance with the requirements of these Terms and accreditation of its entry in the Register.
- The provision of security in the manner provided in these Terms and on behalf of the concessionaire.

3.- Award

Once documentation proving the matters referred to in section 2 has been submitted, the competent authority shall issue the agreement awarding the concession in favor of the company duly incorporated by the selected tenderer or tenderers. This agreement shall be taken within ten working days following the end of the longest period granted in the preceding section.

In the event that the award cannot be made to the tenderer which submitted the most advantageous tender as a result of not meeting the necessary conditions, the granting authority will seek the same documents from the following tenderer in the order in which tenders have been rated, or shall declare the tender void if there were no other proposals eligible under the criteria of the statement.

If the procedure for granting the concession had been declared void due to failure to

submit any tenders or if those submitted were not adequate for any reason, direct award may take place provided that it is not more than a year after the conclusion of the concession procedure and that the initial conditions of the concession are not changed substantially in accordance with the provisions of Articles 93 and 137.4 of LPAP.

CHAPTER III. CONCESSIONAIRE COMPANY AND FORMALIZATION OF THE CONCESSION

XVII.- THE CONCESSIONAIRE COMPANY

1.- Incorporation of the company

The company will be incorporated with the requirements and conditions set forth in the applicable regulations and these Terms, such as:

- The designated tenderer or tenderers shall establish a corporation of a commercial nature.
- The status of partner can only be obtained by the designated tenderer or tenderers and in accordance with the participation share indicated in their tenders.
- The company must make a commitment to comply with everything stated by the tenderer in the tender.
- The registered office must be set in the city of Teruel.
- The purpose of the company will include commercial aircraft maintenance, parking, dismantling and recycling activities, according to those proposed by the tenderer in the tender for the term of the concession.

2.- Responsibility of the designated tenderer or tenderers to the grantor

Without prejudice to the the concessionaire company being the holder of the concession, the designated tenderer or tenderers will be responsible, throughout the term of the concession, for the effective implementation by the concessionaire of the obligations contained in these Terms and Conditions and any other documents included in the business of such concession.

3.- Audit regime of the concessionaire company

1.- The concessionaire company is obliged to carry out a function audit which audits all requirements for compliance with technical, aviation, safety and environmental regulations of the activity which is subject to concession, which must be communicated to the Consortium.

2.- It will be carried out internally every two years and by an external auditor every five years, after the award of the concession.

4.- Changes in the shareholding

In the event that the company is to carry out additional measures of capital contribution for the consolidation of assets and these require an alteration in its share capital, such

measures shall be communicated to the Consortium, with proper justification, and shall require prior authorization from the granting body.

XVIII.- PAYMENT OF TENDER ANNOUNCEMENTS AND TENDER PREPARATION EXPENSES

The successful tenderer must pay the advertising costs of this tender. The maximum amount of advertising expenses for the tender in Journals and official Newsletters and other tendering means shall be 5,000 euros.

The successful tenderer, prior to the formalization of the concession, must submit to the Consortium the appropriate documentary evidence of having paid all the amounts included in this clause.

XIX.- FORMALIZATION

1.- Formalization of the concession.

The concession will be formalized by the concessionaire through an administrative document within ten working days from the day following the award, with such document being sufficient title to access any public registry. However, a deed may be issued upon request of the concessionaire, who in this event shall bear the expenses.

The document formalizing the concession must contain the minimum contents referred to in Articles 92.7 and 93.5 of Law 33/2003 and, as appropriate, in Article 26 of LCSP.

The successful tenderer shall submit the following documents, prior to the signing of the formalization document:

- Sufficient power for that purpose certifying the representation of the person who is to formalize the concession and passport or official document verifying their identity. The document certifying the representation must be, where appropriate, entered in the Commercial Register.
- Proof of payment of the sums mentioned in section XVIII of this Specification.
- Formalization of the insurance policies referred to in Annex I of this Specification.

2.- Effects of the lack of formalization

When for reasons attributable to the concessionaire company, the concession could not be formalized within the period specified in the preceding section, the granting authority may agree the termination of the concession as well as the seizure of the final security. In these cases, hearing the interested party shall be a necessary step.

If the reasons for the non formalization of the concession were attributable to the Administration, the successful tenderer will be compensated for damages that the delay may cause, regardless of who may request the termination of the concession.

CHAPTER IV. RIGHTS AND OBLIGATIONS OF THE PARTIES

XX.- RIGHTS OF THE CONSORTIUM

In accordance with the provisions of this specification and the regulations applicable to the concession, Teruel Aerodrome/Airport Consortium will hold the following rights:

- a) The exercise of the powers derived from retaining proprietary title over public property subject to the concession.
- b) Exercise of recovery actions, regaining the use of public property granted, together with that incorporated by accession and, where appropriate, works and improvements that are considered affected property and purpose as set forth in Article 334 of the Civil Code.
- c) Interpret the terms and conditions of the concession, amend it and agree to terminate it in the cases and under the conditions set forth in this statement and the applicable legislation on the subject.
- d) Impose, on a temporary basis, the operating conditions of the property subject to the concession which may be necessary to address exceptional situations of general interest, paying the relevant compensation where appropriate.
- e) Collect the fee established by the successful tenderer in their tender.
- f) Any other set forth in the applicable regulations.

XXI.- OBLIGATIONS OF THE CONSORTIUM

The obligations of the Consortium are:

- a) Make the property included in the concession available to the concessionaire within the period of time provided in section V, paragraph 1 of this Specification.
- b) To exercise the functions of control, surveillance and policing over the concession. In order to monitor and control compliance with the obligations of the concessionaire, the Consortium may inspect the property and documentation related to the purpose and destination of the concession.
- c) Pay compensation to the concessionaire in case of redemption, if appropriate.
- d) Any other obligations established in the laws, in their implementing provisions and in the clauses of the concession.

XXII.- RIGHTS OF THE CONCESSIONAIRE

During the term of the concession, the concessionaire will have the following rights:

- a) Use and enjoyment of the concession pursuant to the terms thereof.
- b) To receive, in accordance with the provisions of this document and in the PPT, the property subject to the concession.
- c) Get payment through revenue from the exploitation of the concession.
- d) Establish the tariff of the activities carried out in the property subject to concession.
- e) To propose to the Consortium those improvements or amendments to the concession as it deems appropriate in order to achieve a more efficient operation.
- f) Obtain the necessary assistance from the Consortium to ensure implementation of all actions necessary to make the concessionaire's rights feasible.
- g) To exploit the activities of commercial aircraft maintenance, parking, dismantling and recycling on an exclusive basis with the scope and extent defined in paragraph II and according to the activities proposed in its technical proposal.
- h) To establish a right of mortgage on the concession prior approval of the

Consortium.

i) Any other rights recognized in the law that applies to this concession.

XXIII.- OBLIGATIONS OF THE CONCESSIONAIRE

During the term of the concession, the following shall be construed as general obligations of the concessionaire:

- a) The use of the property subject to the concession in accordance with the purpose indicated.
- b) Proper use and rational exploitation of the property under concession, with due diligence to prevent its deterioration, and in accordance with the provisions governing its use.
- c) The preservation of property, carrying out maintenance, conservation and repair works necessary to maintain the infrastructure in a condition suitable for the use it is intended for.
- d) The adaptation of facilities for the start of the activity, as provided in section V, paragraph 2, of the Statement, as well as the adaptation and reform that may be needed due to enforcement of future sector regulations.
- e) The custody of the property.
- f) The communication to the owner of the facts or circumstances that may cause harm, damage or alterations to the property subject to concession.
- g) The payment of the fee to the grantor in accordance with the provisions of these Terms.
- h) The payment of all amounts accrued from fees, excises, taxes and other that are required for carrying out the activities described in the technical proposal and/or the PPT and for the use and possession of property.
- i) Comply with and enforce the police and security regulations laid down in applicable legislation.
- j) Allow access to facilities and collaborate with the Consortium to facilitate the functions of control, surveillance and policing over the concession.
- k) Provide reliable evidence of the labor contracts before February 1 the following year. The Consortium will check the data, requiring as much documentation as may be necessary for justification.
- l) Comply with all labor and social regulations, specifically those relating to the prevention of occupational hazards and health affecting personnel serving in the scope of this concession.
- m) Comply with environmental management standards that are applicable.
- n) Obtain, at their expense, authorizations, licenses and permits required for the use of property or the conduct of activities to be performed on them, described by the successful tenderer in their technical proposal and/or the PPT.
- o) Full compliance with the terms of their technical and economic tender.
- p) The exploitation with their own means of the property subject to the concession, unless expressly authorized by the Consortium.
- q) Reach the employment offered in the fifth year since the start of the activity.
- r) Conducting the mandatory audits as provided in paragraph XVII, Section 3 of this Specification.
- s) Comply, during the term of the concession, with the commitments arising from this document and those agreed in their tender in terms of corporate structure, composition of shareholding, transfer of shares and, in general, technical and financial means which had been undertaken.

- t) Compensate for all damages caused to third parties, by action or omission, as a result of occupation of the property and the development of the activity, unless the damage is immediate and direct consequence of an order issued by the Consortium. Also pay the Consortium for any damage that is caused, directly or through third parties with whom they enter into agreements, for breach of their obligations under the provisions governing the concession and applicable law.
- u) Maintain in effect the insurance policies set out in Annex I of this Statement and the PPT during the term of the concession.
- v) Do not dispose of or transfer the public land granted, nor the works or improvements that are considered property by incorporation, involvement or purpose.
- w) Return, when the concession is terminated, the property under concession in a condition at least similar to the one in which it was given, except damage caused by normal use, without prejudice of the effects of the termination of the concession set forth in this statement.
- x) Any other matters arising from the regulations that may apply to this concession and the terms of such concession.

XXIV.- RISK AND VENTURE

The concessionaire will assume the risks and liabilities resulting from both the preservation of property and the activities for which exploitation is intended. That is, the entire operation, in aspects of restoration, repair, operation, maintenance and funding, is carried out at the risk and venture of the concessionaire.

In particular, and without exclusionary effects, the concessionaire assumes the risk and venture of:

- The conservation work of the concession property, which must be kept continuously in proper operating condition subject to the provisions of this statement, the statement of technical requirements, their tender, and the concession itself.
- The evolution of financial market conditions over the concession period.
- The evolution of demand.

CHAPTER V: PENALTY REGIME

Without prejudice to the obligation to repair the damages caused to property subject to concession and whether or not termination of the concession occurs, the regulatory regime of sanctions under the rules governing the property of the Administration of the Autonomous Community of Aragon in accordance with Article 5 of the Statutes of the Consortium shall be applicable.

Furthermore, the imposition of sanctions will take place through the disciplinary procedure regulated in the legislation on the Administration of the Autonomous Community of Aragon on property and penalties.

CHAPTER VI: ECONOMIC REGIME OF THE CONCESSION

XXVI.- HANGAR AND AIRCRAFT PARKING FIELD OPERATION FEE

1.- Amount of fee

In accordance with Section XIII, the minimum annual fee to be paid by the successful tenderer for the concession is set at the amount of one million two hundred fifty thousand euros (€ 1,250,000.00). This amount will constitute the base price of tender and can be raised by the tenderers. Value Added Tax, shall be included as an additional and independent item in the tender.

Notwithstanding the foregoing, the payment of the fee will be partial and increasing until reaching 100% of the amount offered as a fee by the concessionaire in the sixth year of operation.

Year 0*: 0 euros shall be paid

Year 1: 20% of the fee offered by the concessionaire shall be paid

Year 2: 30% of the fee offered by the concessionaire shall be paid

Year 3: 40% of the fee offered by the concessionaire shall be paid

Year 4: 60% of the fee offered by the concessionaire shall be paid

Year 5: 80% of the fee offered by the concessionaire shall be paid

Year 6 TO 25: 100% of the fee offered by the concessionaire shall be paid

*** Year 0 is defined as the period of time between the Delivery record and the start of the activity, which in no case shall exceed the period of six months provided in Section V**

The fee for each annuity in accordance with the development above, will be updated annually from year one and in accordance with the CPI of the previous year.

2.- Payment of fee

The payment of the fee of year 1 shall be made at the starting point of it. The payment of the fees for the remaining years will be made at such times and with the frequency established in the document which formalizes the concession.

Payment shall be made to the account of the Aerodrome/Airport Consortium, and reliable written notice of such payment shall be given to the Consortium. The delay in the payment of the fee, will automatically generate default interest to be paid by the concessionaire under the applicable default regulations.

XXVII.- RATES FOR USE OF AIRPORT SERVICES AND INFRASTRUCTURE

The successful tenderer will be obliged to pay the rates for use of services and infrastructure of the airport facilities not included in the concession which are provided by the aerodrome operator. The amount of these rates, which shall be fixed by the Consortium shall not exceed those established for lower level airports in the Spanish public network.

CHAPTER VII. CONTRACTING WITH THIRD PARTIES AND AMENDMENTS TO THE CONCESSION

XXVIII.- CONTRACTING WITH THIRD PARTIES

The concessionaire shall perform with their own resources, which will integrate the so-called external means indicated in their proposal under paragraph e) of Envelope No.

1, the activities that constitute the purpose of use of the property subject to concession. They may only enter into agreements with third parties regarding ancillary operation of the various activities of exploitation of the property under concession, while the role of coordination and control of all activities must be reserved to themselves.

In addition, the concessionaire may contract the activities of adaptation of infrastructure.

Any of the contracts above shall be made known to the grantor prior to its realization.

The contractors will be bound only to the concessionaire, who will assume full responsibility for the operation object of the concession to the grantor strictly in accordance with the terms of this Statement and other documents in the concession business. However, the concessionaire assumes the obligation to replace those contractors who commit a breach considered to cause termination of the concession.

XXIX.- AMENDMENTS TO THE CONCESSION

Once the concession has been formalized, the Consortium may make amendments to it for reasons of public interest and to meet unforeseen circumstances or when proposed by the concessionaire, with justification, in order to achieve a more efficient operation. The need for the amendment must be duly recorded in the file. These amendments may not affect the essential conditions of the concession.

XXX.- SUBROGATION

1.- Subrogation of the holder of the concession shall be possible provided that the following requirements are met:

- a) The licensing authority has previously and expressly authorized subrogation.
- b) A period of at least 5 years has passed from the commencement of the concession
- c) The assignee has full capacity to act, does not fall within the prohibitions of entering into agreements included in public procurement regulations and attests the solvency that may be required.
- d) The assignment has been executed between the successful tenderer and the assignee in a public deed, a copy of which must be sent to the grantor.

The assignee shall be subrogated to all rights and obligations that would correspond to the assignor.

2.- In addition, any change in ownership of the shares or participation which involves replacement of the partners or shareholders at the time of award of the concession, shall be considered as a transfer, so the above requirements must be met, except in the case set out in paragraph XVII, item 4 of this document which will be subject to the conditions set forth in it.

CHAPTER VIII: TERMINATION OF CONCESSION

XXXI.- CAUSES OF TERMINATION

The concession of publicly-owned land shall be terminated for the following reasons, in accordance with the regulations applicable to the Administration of the Autonomous Community of Aragon in on property, without prejudice to any other that might be established in the future in legislation that applies to this concession:

- a) Death or disability occurred to the individual user or tenderer or extinction of legal personality.
- b) Lack of prior authorization in the events of transfer or modification, due to merger, takeover or demerger, of the legal status of the concessionaire.
- c) Expiry at the end of period.
- d) Redemption of the concession, after compensation, in which case the grantor may recover for itself the full provision and use of the property granted following a decision of the granting authority justifying the existence of reasons of public utility or social interest.
- e) Mutual agreement of the parties.
- f) Failure to pay the fee. The delay by the concessionaire in payment of the fee exceeding six months from the expiry of the relevant invoice shall be a cause of termination.
- g) Any other serious breach of the obligations of the concession holder, declared by the organ that awarded the concession. For this purpose, use nonconforming that for which the concession was awarded shall be considered a serious breach.
- h) Occurrence, after the award of the concession, of one of the prohibitions to enter into agreements.
- i) Disappearance of the property or depletion of use.
- j) Reversal of property, in which case settlement shall be performed as provided in the regulations applicable on this matter.
- k) Waiver on the terms established in the Civil Code.
- l) Any other reason permitted by law.
- m) In accordance with Article 100. i) of Law 33/2003, of November 3, the following will also be grounds for termination:

- Failure to meet the employment targets set forth in the tender offer and, specifically, will be cause for termination without compensation for actions taken for the adaptation of the Hangar and the Field, if the number of workers in the fifth year since the start of the activity, is smaller than that offered in the tender, as well as failure to maintain it over three continuous years from the sixth year.
- Serious and repeated breaches of obligations concerning the adaptation, maintenance and repair of airport infrastructure subject to concession.
- Voluntary and repeated obstruction by the concessionaire of control by the grantor.
- Transfer of the concession or change in the shareholding structure of the concessionaire without the authorization and other requirements in this statement.
- The creation of mortgage on the concession without the prior permission of the grantor.
- The passage of a period exceeding six months from the date of delivery of property without it taking place. In this case, the termination shall be agreed if requested by the concessionaire.
- The lack of formalization of the concession within the period of time provided in this specification, in the terms provided in paragraph XIX, section 2.
- The breach of the obligation to restore or extend the security, as provided in Section

XI, paragraph 2 of this Specification.

XXXII.- EFFECTS OF TERMINATION

1.- Reversion of property

The property subject to concession shall revert to the owner free of charges and levies (including the useful expenses incurred by the concessionaire and the improvements that may have been incorporated by them to the property included in the concession), which will be returned in perfect condition.

With regard to works, buildings and fixtures existing on the publicly-owned property that may have been built by the concessionaire for the exercise of the activity authorized by the concession, they will revert to the owner free of liens and encumbrances. However, ultimately depending on the circumstances of the time of termination, the granting authority may agree to have them demolished by the holder of the concession or, by subsidiary performance, by the Administration at the expense of the concessionaire.

2.- Verification of the condition of the property

Upon termination of the concession, the Consortium will initiate a procedure to which a report will be incorporated that indicates the degree of compliance with the obligations of the concessionaire, the condition and value in use of publicly-owned property that were subject to the concession and the requirement, where appropriate, of the responsibilities that may apply in accordance with what is stated in the regulations applicable to the Consortium regarding property.

3.- Compensations

In the event that the concession is terminated for reasons attributable to the Consortium, this entity shall also compensate the concessionaire for the damages caused, which shall be determined taking into account future profits that the concessionaire will fail to receive according to the results of operation of the last five years.

In the event that the concession is terminated for reasons attributable to the concessionaire, the final security will be seized, and the Consortium shall be compensated for the damages caused in excess of that amount.

In the event that the termination is resolved by mutual agreement, the conditions of termination shall be agreed, the Consortium keeping ownership of the investments made on concession assets, without any rights to compensation for that reason.

APPROVAL PROCEDURE: In order to show that these specifications with all their annexes along with the Technical Specification were approved by the Governing Board of the Consortium at its meeting dated ___ of _____ 2011.

And for the record I am signing this in Teruel, on ____, _____, 2011.



The President of the Governing Board of the Consortium

Alfonso Vicente Barra

ANNEX I. INSURANCE POLICIES

a) Aviation Liability Insurance

Covering liability against third parties for damage to aircraft, passengers, cargo, baggage and facilities that might arise during and because of the activity inside the airport.

This insurance must also ensure civil liability arising from the use and circulation of vehicles and/or machinery necessary for the activity to be performed in the restricted zone and/or in the non-restricted zone, as appropriate.

This insurance must have a minimum level of compensation for loss of € 30,000,000.00

b) Operation Liability Insurance

The concessionaire must take out a general liability insurance policy covering the risks and damages resulting from the implementation of the activity which is the object of the concession, and which covers both their staff as well as that of the Consortium involved in the work which is the object of these specifications with a compensation limit of: € 1,200,000.00 per insured person including Employer Liability within airport premises, with a sub-limit of € 200,000.00 per victim.

c) Location Liability Insurance

The concessionaire shall take out a location liability insurance policy covering the risks and damages that may be caused to the property subject to this provision with € 5,000,000.00 coverage

Therefore, the concessionaire shall formalize these insurance policies, for a period of time equal to the term of the concession, which covers potential damage to civil works and facilities, as well as damage to persons or property which may arise from the execution of work from their activities on the airport premises. In all cases, the Teruel Aerodrome/Airport Consortium will be included as additional insured, and will for all purposes be considered a third party.

Mr., with Identity Card Number....., residing in, Province of, Street, Number on behalf of (1), with Tax Identification Number, and tax address in, Street, aware of the announcement published in "BOA" on the date of of, 2..... and of the conditions and requirements necessary to award the concession for the operation of infrastructure in Teruel Aerodrome/Airport states on behalf of¹

ONE: He is willing to take part in the COMPETITION of File No., regarding the operation of infrastructure at Teruel Aerodrome/Airport.

TWO: For the so-called operation fee, he undertakes to pay the Consortium an annual base tender fee of [.....] euros, plus VAT at the current applicable rate.

These annuities, which shall be paid as provided in clause 26 of PCAP, will be updated by the application of CPI of the immediately previous calendar year.

THREE: He makes a commitment to create and maintain [] jobs in the fifth year since the start of the activity, in accordance with the provisions of clauses 13.2 and 31.m of these Terms.

FOUR: He knows and fully accepts those statements, to which he is subject in all its parts and that are the basis for this Contract, as well as the location, area and condition of the premises subject to the concession.

In, a. of of

(Date and signature of proposer)

¹ – Indicate if tender is performed on their own behalf or on behalf of the Company he represents

ANNEX III. MODEL OF SECURITY GUARANTEE

The Bank

GUARANTEES

Jointly the company before Teruel Airfield/Airport Consortium, waiving the benefits of order and discussion for the amount of one million (1,000,000) euros, as SECURITY, to cover any and all obligations and potential liability of any kind arising out of compliance with the concession of public property for the operation of maintenance, parking and decommissioning of commercial aircraft in Teruel Aerodrome/Airport

This guarantee shall be enforceable by Teruel Airfield/Airport Consortium, upon first demand or request, a notary request to the Guarantor being sufficient, informing him of any breach of contract incurred by the Endorsed Company.

The subscriber of the guarantee is especially entitled to its formalization by powers granted before the Notary Mr., and which have not been revoked or restricted or amended in any way.

This guarantee will remain in force until each and every one of the obligations guaranteed by the endorsed company have been extinguished and cleared, and the Public Administrative Teruel Airfield/Airport Consortium has authorized its cancellation.

This guarantee has been registered on this date in the Register of Guarantees under No.

In, on,, 2011

The Bank

ANNEX IV

SWORN STATEMENT DECLARING THAT THE COMPANY HAS NOT BEEN FORBIDDEN TO ENTER INTO AGREEMENTS

Mr/Ms, with Identity Card No.

on his/her own behalf or on behalf of the company

as

in order to participate in the procedure for *Concession contract for exclusive use of public property for the operation of commercial aircraft maintenance, parking and dismantling at Teruel Aerodrome/Airport.*

called for tender by Teruel Aerodrome/Airport Consortium

states, under his/her responsibility:

That the aforementioned company does not fall within the prohibitions to enter into agreements in accordance with articles 49 and 50 of LCSP and is up to date with compliance of tax obligations towards the State and the Autonomous Community of Aragon and obligations with Social Security imposed by provisions in force.

In, on, 2....

(COMPANY STAMP AND AUTHORIZED SIGNATURE)

SIGNED: