

**ECONOMIC REGULATION AGREEMENT**

**BETWEEN**

**THE STATE**

**AND**

**AEROPORTS DE PARIS**

**2006 – 2010**

<b>RECITALS</b> .....	3
I Title I: Purpose and Scope of Application of the Agreement.....	5
<b>I.1 Purpose of Agreement</b> .....	5
<b>I.2 Term of Agreement</b> .....	5
<b>I.3 Regulated Perimeter</b> .....	5
II Title II: Investments and Quality of Services.....	6
<b>II.1 Investments</b> .....	6
<b>II.2 Quality of Service</b> .....	7
II.2.1 List of Indicators of Quality of Service.....	7
II.2.2 Definition and Calculation of Indicators of Quality of Service.....	8
II.2.3 Objectives of Quality of Service .....	8
III Title III: Pricing.....	9
<b>III.1 Definition of Pricing Periods</b> .....	9
<b>III.2 Fee Pricing Maximum</b> .....	9
III.2.1 List of Fees Submitted to the Contractual Maximum.....	9
III.2.2 Average Rate of Evolution of Fee Pricing .....	10
III.2.3 Conditions of Evolution of the Principal Fees.....	10
III.2.3.1 <i>Base Maximum Rate of Pricing Evolution of the Principal Fees</i> .....	11
III.2.3.2 <i>Adjustment of the Maximum Pricing Evolution of the Principal Fees depending on Traffic</i> .....	11
III.2.3.3 <i>Adjustment of the Maximum Pricing Evolution of the Principal Fees depending on the Quality of Service</i> .....	12
III.2.3.4 <i>Adjustment of the Maximum Pricing Evolution of the Principal Fees depending on the Completion of the Investment Program</i> .....	13
III.2.4 Conditions of Evolution of the Ancillary Fees.....	13
<b>III.3 Pricing Policy</b> .....	14
III.3.1 Pricing Structure.....	14
III.3.2 Adjustments for General Interest Reasons.....	14
<b>III.4 Creation of New Fees, Transfers between Categories of Fees, New Services</b> ... 15	
III.4.1 Modification of the Conditions of Pricing of Existing Services.....	15
III.4.2 New Services or Cost Variation.....	15
IV Title IV: Discussion with Users.....	17
<b>IV.1 Economic Consultative Commission</b> .....	17
<b>IV.2 Follow-Up of the Major Investment Transactions</b> .....	18
V Title V: Terms and Conditions of Performance of the Agreement.....	19
<b>V.1 Information and Control</b> .....	19
V.1.1 Information to Be Provided by Aéroports de Paris.....	19
V.1.2 Follow-up Committee .....	20
V.1.3 Auditability.....	20
V.1.4 Non-Homologation of Pricing .....	20
<b>V.2 Revision or Early Termination of the Agreement</b> .....	21
V.2.1 Specific Circumstances for a Revision of the Agreement.....	21
V.2.2 Exceptional and Unforeseeable Circumstances.....	21
VI Title VI: Miscellaneous Provisions.....	23
<b>VI.1 Penalties</b> .....	23
<b>VI.2 Preparation of the Following Agreement</b> .....	23
<b>VI.3 Transmission of Notifications</b> .....	23
<b>VI.4 Publicity</b> .....	23
ANNEX 1.....	25
ANNEX 2.....	26

ANNEX 3.....	50
ANNEX 4.....	57
ANNEX 5.....	58
ANNEX 6.....	61

**RECITALS:**

**1** – With more than 78 million passengers in 2005, including 58 million international passengers, the Aéroports de Paris airports are the gateway to France. They are a crossroad for many foreign business travelers and tourists, and they contribute to the attractiveness and image of France at the international level.

Aéroports de Paris also constitutes an essential link in the value chain of air transportation, particularly with the development of the Air France – KLM hub at Paris-Charles-de-Gaulle.

The business activity that takes place at the Paris-Charles-de-Gaulle and Paris-Orly airports and their resulting benefits for the whole national economy are now a major factor of growth and source of employment for the French economy.

Airports operated by Aéroports de Paris also constitute an important factor for cohesion of the national territory and for the economic development of regions, as they provide transport links within Metropolitan France and with the Overseas departments and collectivities.

In this context, enhancement of performance and quality of services provided by Aéroports de Paris on each of its platforms and the development of capacities at Paris-Charles-de-Gaulle are essential.

**2** – In accordance with the Law of April 20, 2005 on airports, the public establishment Aéroports de Paris became a *société anonyme* on July 22. This conversion was accompanied by the reform of the system of State regulation of the company's public service activities.

In the first place, the public service obligations of Aéroports de Paris and the mechanism for State supervision of compliance with those obligations are clearly specified in a document known as the *cahier des charges*.

In the second place, airport fees are governed by the new system set forth in the Law of April 20, 2005 and the Decree of July 20, 2005 on fees for services provided at airports. For large airports, regulation is generally based on long-term agreements between the operator and the State. These agreements are drawn up in accordance with Articles L. 224-2 and R. 224-4 of the French Code of Civil Aviation<sup>1</sup>.

**3** – In accordance with these provisions, the State and Aéroports de Paris have decided to enter into this agreement for the 2006-2010 period.

**4** – The preparation of this agreement has been the subject of

- consultation of the users at the initiative of Aéroports de Paris, in July 2005, as part of the competent economic consultative commission;
- a consultation document circulated in September 2005 by Aéroports de Paris, in which the company made public its initial proposals;
- a public consultation based on this document between September 23 and November 7, 2005;
- Referral to the Minister of Transportations, equipment, tourism and the sea by the airport consultative commission, and opinion of this commission, after hearing the interested parties, delivered to the Minister on December 23, 2005.

---

<sup>1</sup> *Code de l'aviation civile*

## **Title I: Purpose and Scope of Application of the Agreement**

### **I.1 Purpose of Agreement**

This agreement is entered into in accordance with Articles L. 224-2 and R. 224-4 of the French Code of Civil Aviation.

It sets in particular for the 2006-2010 period and in reference to the planned investment program, the maximum average rate of evolution of the principal airport Fees for services provided. It further determines the quality targets of the Aéroports de Paris service for this period.

### **I.2 Term of Agreement**

This agreement shall be effective as of its date of execution and shall expire on December 31, 2010.

### **I.3 Regulated Perimeter**

a – In accordance with Article R. 224-3-1 of the French Code of Civil Aviation and the order of September 16, 2005 on fees for services provided at airfields, the activities of Aéroports de Paris that are taken into account in determining the fair compensation of the company, referred to as “regulated perimeter”, include all the activities of Aéroports de Paris at the airfields mentioned in Article D. 251 of this same Code, except for:

- at the Paris-Charles-de-Gaulle and Paris-Orly airfields, groundhandling services other than those mentioned in Article R. 216-6 of the French Code of Civil Aviation;
- Activities conducted by companies related to Aéroports de Paris as defined in the regulation no. 2005-649 of June 6, 2005;
- activities the funding of which is governed by Article 1609 *quatervicies* of the French General Tax Code<sup>2</sup>;
- activities the funding of which is governed by Article 1609 *quatervicies A* of this same Code;
- Activities, other than land and real estate activities, unrelated to the activity of the aforementioned airfields.

For this agreement, the regulated perimeter includes all the land and real estate activities of Aéroports de Paris at the airfields mentioned in Article D. 251 of the French Code of Civil Aviation.

b – To assess the fair compensation of Aéroports de Paris, the entire operating income before interest and tax, as defined in Article 3 of the aforementioned order, resulting from the activities of the regulated perimeter is taken into account.

---

<sup>2</sup> *Code général des impôts*

## **Title II: Investments and Quality of Services**

In accordance with Article L. 251-2 of the French Code of Civil Aviation and in Article 1 of the *cahier des charges*, Aéroports de Paris shall be bound to provide “at its airfields, airport services that meet the needs of air carriers, of other aircraft operators, of passengers and of the public” and to ensure the “design and development of airfields consistent with the requirements of air transportation and its current and future needs.”

For this purpose, Aéroports de Paris undertakes to improve for the term of the agreement the quality of the services offered on its platforms. Such improvement includes two main themes: first, implementing a significant investment program aimed at offering customers higher performance infrastructures, and second, strengthening reactivity and efficiency of Aéroports de Paris in operational and commercial services offered to users.

### **II.1 Investments**

For the period covered by this agreement, the amount of planned investments relating to the regulated perimeter shall be equal to € 2,478 M in constant euros 2006.

For information only, this amount shall be allocated by investment type as follows (€ constant 2006):

- € 1,167 M for capacity investments;
- € 208 M for rehabilitation investments;
- € 687 M for maintenance investments;
- € 164 M for real estate investments;
- € 252 M for costs of study and technical monitoring.

For information only, amounts of investments for each airport are as follows (€ constant 2006):

- € 1,631 M for Paris-Charles-de-Gaulle;
- € 210 M for Paris-Orly;
- € 41 M for Paris-Le Bourget and the other airfields mentioned in Article D. 251 of the French Code of Civil Aviation.

Estimated schedule of major investment projects is as follows:

- opening of CDG Val in the 4<sup>th</sup> quarter 2006 ;
- end of renovation of hall 2 of Orly Ouest in the 2<sup>nd</sup> quarter 2006;
- opening of the east baggage handling system (*tri-bagages Est* (TBE)) of CDG in the 4<sup>th</sup> quarter 2006;
- opening of satellite S3 of CDG2 in the 2<sup>nd</sup> quarter 2007;
- end of the renovation of the international areas of Orly Sud in the 1<sup>st</sup> quarter 2008;
- reopening of the boarding area of CDG 2E in the 1<sup>st</sup> quarter 2008;
- end of the renovation of the 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> parts of the central structure of CDG1 in the 1<sup>st</sup> quarter 2007, 1<sup>st</sup> quarter 2008 and 4<sup>th</sup> quarter 2008, respectively;

- beginning of work for satellite S4 of CDG2 with a view to its opening at the beginning of the 3<sup>rd</sup> quarter 2012.

The investment program is attached for information as Annex 1.

## **II.2 Quality of Service**

### *II.2.1 List of Indicators of Quality of Service*

a – Indicators of quality of service retained under this agreement and included in objectives along with financial incentives, are as follows:

- indicator no. 1: availability of aircrafts parking stands (*disponibilité des postes de stationnement des avions* (DPS));
- indicator no. 2: availability of airbridges (*disponibilité des passerelles télescopiques* (DPT));
- indicator no. 3: availability of electro-mechanical equipment (*disponibilité des équipements électromécaniques* (DEE));
- indicator no. 4: availability of luggage carousels (*disponibilité des tapis de livraison des bagages* (DTB));
- indicator no. 5: availability of information systems for the public in terminals (*disponibilité des systèmes d'information du public dans les terminaux* (DSI));
- indicator no. 6: satisfaction of passengers on cleanliness in terminals (*satisfaction des passagers sur la propreté des terminaux* (SPR));
- indicator no. 7: satisfaction of passengers on direction signs and information on flights (*satisfaction des passagers sur la signalisation et l'information sur les vols* (SIV));
- indicator no. 8: satisfaction of passengers on availability of luggage trolleys (*satisfaction des passagers sur la disponibilité des chariots à bagages* (SCB));
- indicator no. 9: timely responses to complaints (*délai de réponse aux réclamations* (DRR));
- indicator no. 10: realization of the number of parking stands in contact with terminals (*réalisation du nombre de postes de stationnement au contact* (RPC)).

b – Indicators of quality of service retained under this agreement that the company is required to monitor are as follows:

- indicator no. 11: waiting time for passengers at checkpoints and security screening (*temps d'attente des passagers aux postes d'inspection et de filtrage* (PIF));
- indicator no. 12: luggage delivery time (*délai de livraison des bagages* (TLB));
- indicator no. 13: waiting time for passengers at cross-border checkpoints (*temps d'attente des passagers aux contrôles trans-frontières* (CTF)).

Indicator no. 13 shall be monitored as of January 1<sup>st</sup>, 2007 for arriving passengers and as of January 1<sup>st</sup>, 2008 for departing passengers.

### II.2.2 Definition and Calculation of Indicators of Quality of Service

The definitions and measurement criteria for the indicators mentioned in II.2.1-a are attached as Annex 2.

Statements and aggregation of data shall be made by Aéroports de Paris or by third parties acting on behalf of Aéroports de Paris. Frequency of statements shall be quarterly or continuous, depending on the nature of the indicators.

### II.2.3 Objectives of Quality of Service

For each of the indicators mentioned in II.2.1-a, Aéroports de Paris undertakes to reach, for each of the periods defined below, the following objectives:

	2007	2008	2009	2010
DPS	<i>n.a.</i>	<i>to be defined</i>	<i>to be defined</i>	<i>to be defined</i>
DPT	98.9%	99.1%	99.1%	99.1%
DEE	99.0%	99.0%	99.0%	99.0%
DTB	99.4%	99.5%	99.6%	99.7%
DSI	99.1%	99.1%	99.2%	99.2%
SPR	80.3%	80.5%	80.7%	80.9%
SIV	83.0%	83.2%	83.4%	83.6%
SCB	88.0%	88.0%	88.0%	88.0%
DRR	95.0%	95.0%	95.0%	95.0%
RPC	57	115	156	156

For purposes of this article and except for indicator no. 10 “RPC”, the period “x”, as mentioned in the above chart, shall correspond to the period between July 1<sup>st</sup> of the year “x-1” and June 30 of the year “x”.

The annual value of indicator no. 10 shall be calculated on the corresponding calendar year.

The objective of indicator no. 1 “DPS” shall be mutually set between the Parties no later than March 31, 2007.

The Parties agree to make, no later than December 31, 2007, the necessary corrections to the objectives of indicators no. 2 to no. 5 to include therein the preventive maintenance times. These maintenance times shall be assessed in view of those observed at the Paris-Charles-de-Gaulle and Paris-Orly airports.

These corrective objectives shall be applicable from the period starting as of July 1<sup>st</sup>, 2008. From this date, the calculation of the indicators concerned shall include the preventive maintenance times.

## **Title III: Pricing**

### **III.1 Definition of Pricing Periods**

The five pricing periods relating to this agreement, subject to V.1.4 (non approval) as the case may be, are as follows:

period 1 – “2006”:	from May 1, 2006 to March 31, 2007
period 2 – “2007”:	from April 1, 2007 to March 31, 2008
period 3 – “2008”:	from April 1, 2008 to March 31, 2009
period 4 – “2009”:	from April 1, 2009 au March 31, 2010
period 5 – “2010”:	from April 1, 2010 au March 31, 2011

### **III.2 Maximum average rate of evolution of Fees**

#### *III.2.1 List of Fees Submitted to the Contractual maximum average rate of evolution*

The list of fees that, in accordance with Article R. 224-4 of the French Code of Civil Aviation, are included in this agreement is as follows:

- “Principal Fees”:
  - landing fee, in consideration of the use by aircraft whose Maximum take off weigh (MTOW) is greater than six tons of airport infrastructure and equipment necessary for the landing, taking-off and taxi of such aircraft, except for additional services included in specific fees on the effective date hereof and any new additional service;
  - parking fee, in consideration of the use by aircraft whose MTOW is greater than six tons of parking infrastructure and equipment as well as airbridges, if necessary, except for additional services included in specific fees on the effective date hereof and any new additional service;
  - passenger fee, in consideration of the use of facilities designed to receive passengers and the public, except for additional services included in specific fees on the effective date hereof and any new additional service;
  - fee for the use of facilities of distribution of jet fuel;
  
- “Ancillary Fees” below:
  - lighting fee;
  - fee for use of check-in and boarding counters;
  - fee for use of baggage handling facilities, to the extent the fees are not set forth in an agreement between Aéroports de Paris and the user;
  - fee for use of electricity facilities for aircraft;
  - fee for use of facilities for the de-icing of aircraft managed in accordance with Article R. 216-6 of the French Code of Civil Aviation.

### III.2.2 Annual maximum average rate of evolution of Fees

For both the Principal and Ancillary Fees, an annual maximum shall be imposed on the average increase of fees. This average increase shall be equal to the price variation of all the services concerned, under conditions defined in III.2.3 and III.2.4 below.

### III.2.3 Conditions of Evolution of the Principal Fees

#### a - Principles:

The change, from a pricing period to another, of the pricing level of Principal Fees shall be limited by a “maximum base rate”.

This rate of change shall be adjusted by a factor based on traffic, if any, if the annual rate of change in traffic is outside a pre-defined range. In such a case, rate of increase of the Principal Fees shall be adjusted to compensate for 70% of the estimated surplus or deficit of receipts derived from these fees.

Furthermore, as of the pricing period 2008, the maximum rate may be adjusted upwards or downwards to reflect the performance of Aéroports de Paris regarding quality of service.

Finally, for the pricing period 2010, the maximum will be adjusted in case of the amount of the investment program actually implemented, determined at the end of 2008, is less than the initial estimate.

b – To apply these principles, the price of all the services taken together is calculated, based on pricing schedules that are established for each pricing period according to the following conditions:

- Aéroports de Paris will determine a Reference Pricing Schedule for the Principal Fees (*Grille Tarifaire de Référence des Redevances Principales* (GTRP)) as follows:

$$\mathbf{GTRP(n, T_{ref}(n)) = GTRP(n-1, T_{ref}(n)) \times (1 + PP(n))}$$

where:

- $T_{ref}(n)$  shall be the reference of traffic and use of equipment for the pricing period n; this reference is determined as a function of the base parameters of the Principal Fees observed during calendar year n-2;
- $GTRP(i, T_{ref}(x))$  shall be the price for all the services, calculated as the product resulting from the application of the Reference Pricing Schedule for the Principal Fees for the pricing period i (for 2005, the pricing schedule effective as at February 1, 2005 is attached as Annex 3), to  $T_{ref}(x)$ ;
- $PP(n)$  shall be the base maximum rate of increase of the Principal Fees defined in III.2.3.1;

- Aéroports de Paris shall prepare an Adjusted Pricing Schedule for the Principal Fees (*Grille Tarifaire Ajustée des Redevances Principales* (GTAP)) as follows:

$$\mathbf{GTAP(n, T_{ref}(n)) = GTRP(n, T_{ref}(n)) \times (1 + TRAF(n) + QDS(n)) + INV(n)}$$

where:

- GTAP(i, T<sub>ref</sub>(x)) shall be the product resulting from the application of the Adjusted Pricing Schedule for the Principal Fees for the pricing period i, to T<sub>ref</sub>(x);
- TRAF(n) shall be the corrective factor related to traffic, defined in III.2.3.2;
- QDS(n) shall be the adjustment factor related to the quality of service, defined in III.2.3.3;
- INV(n) shall be the adjustment factor related to the completion of the investment program, as defined in III.2.3.4;

- Aéroports de Paris shall set, under the conditions provided for in III of Article R. 224-4 of the French Code of Civil Aviation, the rates for the Principal Fees no higher than the Adjusted Pricing Schedule for the Principal Fees.

#### *III.2.3.1 Base Maximum Average Rate of Pricing Evolution Increase ? of the Principal Fees*

For each pricing period n, the maximum average base rate of increase for the Principal Fees, PP(n), shall be equal to:

Pricing period:	PP(n):
"2006"	i(2006) + 3.25%
"2007"	i(2007) + 3.25%
"2008"	i(2008) + 3.25%
"2009"	i(2009) + 3.25%
"2010"	i(2010) + 3.25%

where i(n) represents the change (expressed as a percentage) of the consumer price index excluding tobacco published by INSEE (IPC 4018 E), calculated over the period starting on October 1 of the year n-2 and ending on September 30 of the year n-1.

#### *III.2.3.2 Adjustment of the Maximum Pricing Change Increase ? of the Principal Fees depending on Traffic*

For the purposes of calculation of the factor TRAF(n), the rate of change of traffic ET(n) is defined as follows:

$$ET(n) = 0.6x \frac{PAX(n-1)}{PAX(2005)} + 0.4x \frac{MOUV(n-1)}{MOUV(2005)}$$

where:

- MOUV(x) shall be the number of aircraft movements during the period between December 1<sup>st</sup> of the year x-1 and November 30 of the year x on the Paris-Charles-de-Gaulle and Paris-Orly platforms;

- PAX(x) shall be the number of commercial passengers during the period between December 1<sup>st</sup> of the year x-1 and November 30 of the year x on the Paris-Charles-de-Gaulle and Paris-Orly platforms.

No adjustment shall be made to the traffic factor TRAF(n) if the change in traffic for any year is within the range between ETM(n) and ETm(n) as defined below. These ranges correspond to an annual growth rate for passenger traffic of 4.0% and 3.5% respectively.

n	2007	2008	2009	2010
ETM(n)	103.40%	106.90%	110.50%	114.30%
ETm(n)	102.95%	106.00%	109.15%	112.40%

The factor TRAF(n) is then calculated so that outside this franchise range, the Principal Fees are adjusted by an amount equal to 70% of the surplus or deficit of estimated receipts that would otherwise be derived from the Principal Fees. Est ce que cela traduit bien seulement l'excédent en dehors du cone ??

The conditions of calculation of TRAF(n) are set forth in more detail in Annex 4.

### *III.2.3.3 Adjustment of the Maximum Pricing Change of the Principal Fees depending on the Quality of Service*

The adjustment factor QDS(n) relies upon a bonus/penalty system.

a – For each indicator mentioned in II.2.1-a and for each year where the objectives defined in II.2.3 apply, a Minimum Level is established to determine the maximum level of penalty. Similarly, a Maximum Level is established to determine the maximum level of bonus. Finally, in the event that the indicator is equal to the Objective Level defined in II.2.3, there shall be no bonus or penalty.

On each side of the objective level, the bonus/penalty is determined on a linear basis up to the Maximum and Minimum Levels, respectively, according to the formulas defined in Annex 5 hereof. The Minimum and Maximum Levels of each indicator shall be themselves defined, for each year where they apply, in such Annex.

The maximum bonus and penalty related to each of the indicators are as follows:

- indicator no. 1: 0.05%;
- indicator no. 2: 0.05%;
- indicator no. 3: 0.05%;
- indicator no. 4: 0.05%;
- indicator no. 5: 0.05%;
- indicator no. 6: 0.05%;
- indicator no. 7: 0.05%;
- indicator no. 8: 0.05%;
- indicator no. 9: 0.05%;
- indicator no. 10: 0.50%.

The Maximum and Minimum Levels of indicators no. 2 to no. 5 will be corrected no later than December 31, 2007 under the same conditions as the Objective Levels under II.2.3.

b – The annual bonuses/penalties, except for those relating to indicator no. 10, shall be credited to a clearing account. When the cumulated amount on this account exceeds a penalty (or a bonus) of 0.35%, an adjustment to pricing downward (or upward) shall be triggered. This adjustment shall be equal to the portion of the cumulative penalty (or bonus) that exceeds the threshold of 0.35%.

Regarding indicator no. 10, the bonus or penalty shall give rise to an adjustment of pricing applicable for the following pricing period.

These adjustments are reflected through factor QDS(n), the conditions of calculation of which are attached as Annex 5.

#### *III.2.3.4 Adjustment of the Maximum Pricing Change of the Principal Fees depending on the Completion of the Investment Program*

Factor INV(n), applicable, if necessary, only for the pricing period 2010, adjusts for a possible reduction of the investment program of Aéroports de Paris, excluding capacity, rehabilitation and real estate diversification projects, as determined at the end of 2008.

In the event that, at the end of 2008, the investment spending of Aéroports de Paris, excluding capacity, rehabilitation and real estate diversification projects, is less than 95% of the amount initially planned, as appearing in Annex 1, 70% of the resulting change in costs within the regulated perimeter during the term of the agreement will be applied to reduce the maximum pricing for the Principal Fees for the pricing period 2010. This difference will be calculated in relation to 95% of expenses initially planned.

The adjustment factor shall be equal to:

$$\begin{array}{ll} \text{INV}(2010) = 0.266 \times (\text{DC}_{2008} - 0,95 \times \text{DP}_{2008}) & \text{if } \text{DC}_{2008} - 0,95 \times \text{DP}_{2008} < 0 \\ \text{INV}(2010) = 0 & \text{if } \text{DC}_{2008} - 0,95 \times \text{DP}_{2008} = 0 \end{array}$$

where  $\text{DC}_{2008}$  and  $\text{DP}_{2008}$  shall respectively be the spending actually realized, and the spending initially planned, assessed in Euros 2006, relating to investments excluding capacity, rehabilitation and real estate diversification projects.

#### *III.2.4 Conditions of Change of the Ancillary Fees*

a – The change, from a pricing period to another, of pricing level ? of Ancillary Fees shall be limited by a “maximum rate” defined in c – of this Article.

b – For this purpose, the price of all the services concerned shall be calculated, for each pricing period, based on a rate scheduled prepared in accordance with the following conditions:

- Aéroports de Paris shall prepare a Rate Schedule for the Ancillary Fees (*Grille Tarifaire des Redevances Accessoires* (GTA)) such as:

$$\mathbf{GTA(n, U_{ref}(n)) = GTA(n-1, U_{ref}(n)) \times (1+PA(n))}$$

where:

- $U_{ref}(n)$  shall be the reference of traffic and use of equipment for the pricing period  $n$ ; this reference corresponds to the base parameters of the Ancillary Fees observed during the calendar year  $n-2$ ;
- $GTA(i, U_{ref}(x))$  shall be the price of all the services in question, calculated as the product resulting from the application of the Rate Schedule for the Ancillary Fees for the pricing period  $i$  (the rate schedule applicable on the effective date hereof is attached as Annex 3), to  $U_{ref}(x)$ ;
- $PA(n)$  shall be the maximum rate of increase of the Ancillary fees defined below;

- Aéroports de Paris shall set, under the conditions provided for in III of Article R. 224-4 of the French Code of Civil Aviation, the pricing for Ancillary Fees no higher than those set forth in the Rate Schedule for the Ancillary Fees.

c – For each pricing period “ $n$ ”, the maximum rate of pricing change of the Ancillary Fees shall be equal to the base maximum average rate of evolution increase of the Principal Fees defined in III.2.3.1

### **III.3 Pricing Policy**

#### *III.3.1 Pricing Structure*

In order to reflect the cost proportionality and to apply pricing mechanisms comparable to those of the main European airports, Aéroports de Paris may propose for the period of this agreement changes in the pricing structure; these proposals will be provided, for each pricing period, to the economic consultative commission competent under III of Article R. 224-4 of the French Code of Civil Aviation, which will express an opinion thereon.

#### *III.3.2 Different Pricing for General Interest Reasons*

For the period of this agreement, the only different pricing for general interest reasons shall be as follows:

- Differentiation resulting from the application of the order of December 29, 1995 modifying the order of January 24, 1956 (differentiation of the landing fee according to noise);
- Reduction of up to 20% of the landing fee for all-cargo flights, to be eliminated before the end of this agreement.

### **III.4 Creation of New Fees, Transfers between Categories of Fees, New Services**

#### *III.4.1 Modification of the Conditions of Pricing of Existing Services*

a – The conditions of b- shall apply if Aéroports de Paris plans, during this agreement:

- to create a new ancillary fee (as defined in Article R. 224-2 of the French Code of Civil Aviation) for the compensation of airport public services (as defined in Article R. 224-1 of the French Code of Civil Aviation) existing on the date of its signature;

- or to transfer the compensation of an airport public service from a category of fees mentioned in III.2.1 (Principal Fees or Ancillary Fees) to the other, or from one of these categories to a fee that is determined on the basis of an agreement with the user.

b - Aéroports de Paris shall propose to the State, after opinion by the economic consultative commission, the conditions of adjustment of the fees so that this new situation has a neutral impact on its estimated receipts. The implementation of the proposal of Aéroports de Paris shall be submitted to the State's approval. The State, represented by the ministries in charge of civil aviation and the economy, shall notify its position to Aéroports de Paris within one month following the notification of the proposal along with the opinion of the economic consultative commission. At the end of this period, the absence of any objection by the State will be considered the acceptance of the proposal of Aéroports de Paris.

#### *III.4.2 New Services or Cost Variation*

a - An adjustment of the rates of fee changes will be applied insofar as necessary, under the conditions of b-, in the following cases occurring during the agreement:

- in the event that Aéroports de Paris needs to charge fees for any airport services falling within Article R. 224-1 of the French Code of Civil Aviation, representing an annual cost for the company greater than € 10 M (value 2005, based on the consumer price index excluding tobacco – IPC 4018 E – of July), which were previously paid for by receipts external to this perimeter;

- in the event that, due to new legal or regulatory provisions specific to airport operators or upon decision of the State, the annual costs borne by Aéroports de Paris in respect of the regulated perimeter would evolve, upward or downward, by more than € 10 M excluding taxes (value 2005, based on the consumer price index excluding tobacco – IPC 4018 E – of July);

- in the event that Aéroports de Paris would provide new airport services falling within Article R. 224-1 of the French Code of Civil Aviation, representing an annual cost for the company of more than € 10 M (value 2005, based on the consumer price index excluding tobacco – IPC 4018 E – of July);

- in the event that Aéroports de Paris, due to new legal or regulatory provisions specific to airport operators or upon decision of the State, would be released, in respect of the regulated perimeter, from providing airport services falling within Article R. 224-1 of the French Code of Civil Aviation, which would represent an annual cost for the company

greater than € 10 M (value 2005, based on the consumer price index excluding tobacco – IPC 4018 E – of July);

- in the event that Aéroports de Paris would plan, in response to requests by air carriers or other users, to carry out a new investment project or to anticipate a planned project (compared to the investment program appearing as Annex 6) resulting in an increase in the estimated amount of investment for the period of the agreement of more than € 20 M (value 2006, based on the consumer price index excluding tobacco – IPC 4018 E – of July) compared to the amount initially planned, excluding real estate diversification activities (amount attached as Annex 6).

b - Aéroports de Paris shall propose to the State, after opinion by the economic consultative commission, conditions of adjustment of the rates of fee changes increase ?, so as to compensate for the estimated differences of costs in respect of the regulated perimeter, net of estimated differences of other related receipts, if any. The implementation of the proposal of Aéroports de Paris shall be subject to the State's approval. The State, represented by the ministries in charge of civil aviation and the economy, shall notify its position to Aéroports de Paris within one month following the notification of the proposal along with the opinion of the economic consultative commission. At the end of this period, the absence of an objection by the State shall be considered acceptance of the proposal of Aéroports de Paris

To apply this paragraph b- to the case mentioned in the 3<sup>rd</sup> paragraph of a-, the compensation relates to the estimated difference of cost compared to the threshold of € 10 M.

c - In the event that Aéroports de Paris is required to provide new airport services falling within Article R. 224-1 of the French Code of Civil Aviation, representing an annual costs for the company of less than € 10 M (value 2005, based on the consumer price index excluding tobacco – IPC 4018 E – of July), Aéroports de Paris shall be allowed to cover the estimated costs for such services (net of other related receipts) through new fees not included in this agreement.

## **Title IV: Consultation with Users**

In order to improve the quality of services rendered to users and to better answer to their needs at a lower cost, Aéroports de Paris undertakes to develop information sharing and consultation with aeronautic users of its platforms, in particular within the framework of existing consultation bodies.

Regarding the Paris-Charles-de-Gaulle and Paris-Orly airports, Aéroports de Paris undertakes to pursue consultations relating to the operational systems and quality of service specific to each platform, in particular in the context of the local quality committees (*Comités locaux Qualité*).

### **IV.1 Economic Consultative Commission**

The Economic Consultative Commission of the Paris-Charles-de-Gaulle and Paris-Orly airports offers a preferred forum for exchange of information and discussion between Aéroports de Paris and its aeronautic users, in relation to the airport public service rendered by the company, in particular quality of service, airport investments and fee rates. Aéroports de Paris shall arrange for a session of the Economic Consultative Commission at least once a year to discuss these issues.

In accordance with Article R. 224-3 and III of Article R. 224-4 of the French Code of Civil Aviation, Aéroports de Paris in particular arrange a session of the commission before each new pricing period, and will provide a preparatory file to commission members at least three months before such period.

The commission shall receive the following:

- regarding financial matters:

- profit and loss statement of the regulated perimeter for the last fiscal year known;
- financial estimates, if any, made public by Aéroports de Paris concerning the fiscal year following the last fiscal year known and the fiscal year of the effective date of the new pricing period;
- state of progress of the on-going investment program and updating of this program until the expiration of this agreement, including a breakdown for each project greater than € 20 M;

- regarding traffic,

- traffic results for the last fiscal year known, including a breakdown by platform of the number of passengers (domestic, European Union Schengen, European Union non-Schengen, Overseas and international), the number of connecting passengers, freight tonnage, landed tonnage and the number of movements;
- global assumptions of Aéroports de Paris until the expiry date of this agreement;

- regarding quality of service,

- the results of calculations, aggregated per quarter and per year, for each indicator mentioned in II.2.1-a and II.2.1-b, and the justification of differences compared to objectives;
- regarding fee rates for services rendered:
  - elements provided for in Article R. 224-3 and III of Article R. 224-4 of the French Code of Civil Aviation;
  - an analysis of the adequacy of pricing proposed with the provisions in III.2.3 and III.2.4.

Insofar as necessary, Aéroports de Paris supplements the above elements by any information useful for the commission's work.

## **IV.2 Follow-Up of the Major Investment Projects**

Aéroports de Paris undertakes to promptly propose to users, systems enabling their consultation on major on-going or planned investment projects, in particular regarding their features and progress.

## **Title V: Terms and Conditions of Performance of the Agreement**

### **V.1 Information and Monitoring**

#### *V.1.1 Information to Be Provided by Aéroports de Paris*

In addition to those provided for in III of Article R. 224-4 of the French Code of Civil Aviation, Aéroports de Paris will provide each year to the *direction générale de l'aviation civile* and to the *direction générale de la concurrence, de la consommation et de la répression des fraudes*, the following:

- regarding financial matters,
  - profit and loss statement of the regulated perimeter for the last fiscal year known;
  - state of progress of the on-going investment program and updating of this program until the expiration of this agreement, including a breakdown by project greater than € 20 M;
  - the amount of the regulated asset base as of the end of the last fiscal year known;
  - for purposes of verification of the proportionate nature of fees compared to corresponding costs, for the last fiscal year known after 2006:
    - the following elements relating to the perimeter of airport public services mentioned in Article R. 224-1 of the French Code of Civil Aviation, resulting from the cost accounting mentioned in Article 59 of the *cahier des charges* of Aéroports de Paris: profit and loss statement, elements constituting the long-term asset basis and an estimate of working capital requirements;
    - the same elements for each of the categories of fees mentioned in Article R. 224-2 of the French Code of Civil Aviation;
- regarding traffic,
  - traffic results for the last fiscal year known, including a breakdown by platform of the number of passengers (domestic, European Union Schengen, European Union non-Schengen, Overseas and international), the number of connecting passengers, freight tonnage, landed tonnage and the number of movements;
  - global assumptions of Aéroports de Paris until the expiry date of this agreement;
- regarding quality of service,
  - the results of calculations, aggregated over the year, for each indicator mentioned in II.2.1-a and II.2.1-b.

Information communicated to the State under this article other than the information notified to the economic consultative commission or the information made public by Aéroports de Paris is considered a business secret as defined by the French Commercial Code.

### V.1.2 *Monitoring Committee*

A monitoring committee will be established for this agreement including representatives of Aéroports de Paris, the services of the *direction générale de l'aviation civile* and those of the *direction générale de la concurrence, de la consommation et de la répression des fraudes*.

This committee will meet at least each half-year and upon substantively motivated request of any of the Parties, and shall review in particular the progress, for the period covered by this agreement, of investment program, traffic and quality of service.

It shall receive of the long-term plans of Aéroports de Paris regarding the evolution as regards rate structure for fees contemplated in this agreement. Aéroports de Paris shall make available the computerized data enabling to check compliance with the formulas for the Rate Schedules.

It shall review the results, per terminal and per month or quarter, as the case may be, of each indicator of quality of service mentioned in II.3.2.

### V.1.3 *Auditability*

Aéroports de Paris undertakes to ensure that all information provided to the State in connection with its performance of this agreement, and the methods used to collect such information, may be the subject at any time of an audit requested by the State. Aéroports de Paris shall receive at least fifteen days prior notice of any decision by the State to proceed with an audit. It shall receive a copy of the results.

Audits shall be carried out according to terms and conditions chosen by the State and the expenses shall be borne by it.

### V.1.4 *Non-Approval of Fees*

In case of non-approval, pursuant to the last paragraph of III of Article R. 224-4 of the French Code of Civil aviation, of the Fee schedule, Aéroports de Paris may make a new proposal and apply the procedure mentioned in this III. In such a case, (i) the fees of the previous pricing period shall remain in force until approval of the new pricing and (ii) the commencement of the pricing period concerned shall be postponed accordingly, without its end date being changed.

Aéroports de Paris's new proposal may take into account the reduction of this pricing period so as to re-establish estimated proceeds equal to the proceeds that would have resulted from the application for the original term of the pricing period of pricing complying with this agreement. In such a case, the pricing schedules used as a reference to calculate the maximum pricing for the following pricing period shall not take into account the additional increase in maximum changes resulting from this situation.

## **V.2 Revision or Early Termination of the Agreement**

### *V.2.1 Specific Circumstances for a Revision of the Agreement*

a – In the event that one of the following conditions is met, the Parties agree to study the need to revise the agreement following the terms and conditions set in b-:

- in the event that the rate of change in traffic, calculated by the indicator ET(n) defined in III.2.3.2, exceeds for two consecutive years the ETMM(n) value defined below, or remains for two consecutive years below the ETmm(n) value;

n	2007	2008	2009	2010
ETMM(n)	105.30%	110.85%	116.75%	123.00%
ETmm(n)	101.05%	102.15%	103.20%	104.30%

- in the event that, at the end of the calendar years subsequent to 2006, investment expenses other than those relating to real estate diversification transactions, as defined in Annex 1, cumulated since January 1<sup>st</sup>, 2006, are not at least equal to 75% of the amount mentioned in this annex.

b – At the request of one of the Parties, which considers that the new situation reflects a substantial modification of the economic conditions of the agreement, the Parties agree to attempt to agree amicably on the principle and procedure of revision of this agreement.

In case of amicable agreement, the Parties shall revise the agreement within two months, starting from the date of the opinion, if any, from the Airport Consultative Commission provided for in Article R. 224-4 of the French Code of Civil Aviation.

Failing any amicable agreement within one month following the request of the requesting party, the minister in charge of civil aviation shall refer the principle and procedure of revision of the agreement to the airport consultative commission within fifteen days.

If the airport consultative commission is of the opinion that it is necessary to revise the agreement, the procedure of revision shall be conducted in accordance with this opinion and the Parties shall revise the agreement within two months, starting from the date of the opinion, if any, of the airport consultative commission provided for in Article R. 224-4 of the French Code of Civil Aviation.

### *V.2.2 Exceptional and Unforeseeable Circumstances*

At the request of one of the Parties, which considers that exceptional or unforeseeable circumstances resulting in a disruption of the economic conditions of the agreement require to revise it or to terminate it, the Parties agree to try to agree on the need to revise or terminate the agreement. In case of amicable agreement on a revision, the Parties shall also determine the procedure of preparation thereof.

Failing any amicable agreement within one month following the request of the requesting party, the minister in charge of civil aviation shall refer the principle and procedure of revision or early

termination of the agreement to the airport consultative commission within fifteen days. If the Airport Consultative Commission is of the opinion that it is necessary to revise or terminate the agreement, the ministers in charge of civil aviation and the economy shall order a revision of the agreement or its early termination according to the terms and conditions recommended by the Commission.

In case of early termination of this agreement and unless otherwise agreed upon by the Parties, the fee rates will remain in force until the end of the pricing period provided for by the agreement.

## **Title VI: Miscellaneous Provisions**

### **VI.1 Penalties**

In case of application by Aéroports de Paris of fee rates not approved pursuant to Article R. 224-4 of the French Code of Civil Aviation, the company shall be liable, under the conditions provided for in Article R. 224-4-3 of this Code, *i.e.* in particular after opinion of the Airport Consultative Commission, to pay a financial penalty the amount of which is equal, within the limits set in Article L. 224-2 of this Code, to 120% of the difference between the annual turnover resulting from pricing applied and that resulting from approved pricing.

### **VI.2 Preparation of the Following Agreement**

The Parties agree that it is in their interest to prepare a pricing regulation agreement for a long-term period following that of this agreement. Aéroports de Paris undertakes to publish, no later than May 1, 2010, the consultation document relating to the second regulation agreement. Aéroports de Paris shall initiate no later than November 2009 discussions within the Economic Consultative Commission, in view of the review by it of the outlook for investment and quality of service for the period covered by the second agreement.

These undertakings are also valid in case of early termination of this agreement (with the time periods adjusted as appropriate).

### **VI.3 Transmission of Notifications**

Notifications provided for in III.4 shall be sent at the following addresses:

- Direction générale de l'aviation civile / Direction de la régulation économique – 50, rue Henry Farman – 75720 Paris Cedex 15 ;
- Direction générale de la concurrence, de la consommation et de la répression des fraudes / Bureau F2 – 59, boulevard Vincent Auriol –75703 Paris Cedex 13.

### **VI.4 Publicity**

In accordance with Article R. 224-4 of the French Code of Civil Aviation, this agreement shall be made public; for this purpose, the *Direction générale de l'aviation civile* shall publish it at the *Bulletin officiel du ministère des transports, de l'équipement, du tourisme et de la mer*.

Paris, on

The *Président Directeur Général* of  
Aéroports de Paris

The Minister of the  
Economy, Finances and the  
Industry

The Minister of  
Transportations, Equipment,  
Tourism and the Sea

**ANNEXES**

<b>Annex 1</b>	<b>Investment Program for the Period of the Agreement.....</b>	<b>25</b>
<b>Annex 2</b>	<b>Definitions and Conditions of Calculation of Indicators of Quality of Service.....</b>	<b>26</b>
<b>Annex 3</b>	<b>Fee Schedules on the Date of Execution of the Agreement.....</b>	<b>50</b>
<b>Annex 4</b>	<b>Conditions of Calculation of the Factor "TRAF".....</b>	<b>57</b>
<b>Annex 5</b>	<b>Conditions of Calculation of the Factor "QDS".....</b>	<b>58</b>
<b>Annex 6</b>	<b>Main Investment Transactions.....</b>	<b>61</b>

## ANNEX 1

### Investment Program for the Period of the Agreement

Restructuring -> rehabilitation

Maintenance-> current

Regulated Perimeter M€ (€ 2006)	2006	2007	2008	2009	2010	2006 - 2010
Capacity	377.2	311.1	148.5	149.4	181.1	<b>1,167.3</b>
Restructuring	53.9	54.8	41.5	36.0	21.3	<b>207.5</b>
Current Investments	153.3	143.2	145.3	131.6	113.8	<b>687.2</b>
Real Estate Development	27.9	33.8	33.5	34.4	34.3	<b>164.0</b>
FEST	62.7	53.9	45.8	44.1	45.3	<b>251.7</b>
<b>TOTAL</b>	<b>675.0</b>	<b>596.8</b>	<b>414.6</b>	<b>395.6</b>	<b>395.8</b>	<b>2,477.8</b>
<b>TOTAL excluding real estate diversification</b>	<b>663.8</b>	<b>583.3</b>	<b>401.2</b>	<b>381.8</b>	<b>382.1</b>	<b>2,412.2</b>

Regulated Perimeter M€ (€ 2006)	2006	2007	2008	2009	2010	2006 - 2010
CDG	462.6	418.6	251.6	244.9	253.5	<b>1,631.2</b>
ORLY	70.6	43.4	40.6	31.7	23.7	<b>210.0</b>
LBG	8.7	8.6	8.0	8.0	8.0	<b>41.2</b>
Not allocated (real estate, other, FEST)	133.1	126.2	114.5	111.0	110.7	<b>595.4</b>
<b>TOTAL</b>	<b>675.0</b>	<b>596.8</b>	<b>414.6</b>	<b>395.6</b>	<b>395.8</b>	<b>2,477.8</b>

To apply this agreement, a distinction is made, within the real estate activities of Aéroports de Paris, between:

- on the one hand, those consisting of making land, surfaces, buildings or premises available for exercising any activity in airport terminals, activities of car rental, groundhandling services, storage and distribution of jet fuel, maintenance of aircraft, and for exercising activities related to air freight and those of general and business aviation;
- and, on the other hand, the diversification activities (land and real estate).

The amount of investments planned for the contract period, excluding capacity, restructuring, rehabilitation and real estate diversification transactions, is as follows:

	2006	2007	2008	2009	2010	TOTAL 2006-2008	TOTAL 2006-2010
Spending (M€ 2006)	232.7	217.4	211.2	196.4	179.7	661.3	1,037.4

To apply this agreement, the difference between investment spending in constant Euros 2006 and those in current Euros shall be assessed using the July consumer price index excluding tobacco (IPC 4018 E).

**ANNEX 2**

**Definitions and Conditions of Calculation of Indicators of Quality of Service**

**INDICATOR OF AVAILABILITY OF AIRCRAFT  
PARKING STANDS (*DISPONIBILITE DES  
POSTES DE STATIONNEMENT DES AVIONS*  
(DPS))**

(Indicator no. 1)

**1. Scope Covered by Indicator:**

- Aircraft parking stands, in contact with the terminal and off terminal, which can be used for commercial treatment, excluding private spaces;
- The platforms concerned are those of Paris-CDG and Paris-Orly.

**2. Definition**

$$\text{DPS} = \frac{\text{Actual opening time of parking stands}}{\text{Theoretical opening time of parking stands}}$$

The numerator and denominator shall respectively be the arithmetic sums of the annual actual and theoretical times of all the parking stands mentioned in 1. The DPS value for the pricing period “n” shall be calculated over a period from July 1<sup>st</sup> of the year “n-2” to June 30 of the year “n-1”.

**3. Theoretical Opening Time**

The theoretical opening time of parking stands shall correspond to nominal running periods that are 24 hours a day for the Paris-CDG airport and 18 hours (6:00 a.m. – 12:00 a.m.) for the Paris-Orly airport.

**4. Actual Opening Time**

The actual opening time of a parking stand shall be equal to the theoretical opening time less closing times related to any technical event and to corrective and preventive maintenance; only any unavailability attributable to Aéroports de Paris or its subcontractors shall be taken into account, in particular those due to:

- defects of the quality of the surface;

- defective or insufficient lighting;
- absence or illegibility of ground marking;
- inoperative nature of fueling through fuel system;
- defect of equipment necessary for the security on the parking area.

Closing time shall not include:

- unavailability related to safety or security, insofar as this unavailability results from exceptional and temporary provisions implemented to guarantee the proper exploitation of the facilities, to the extent that such provisions do not result from a breach of Aéroports de Paris;
- unavailability due to a damage not attributable to Aéroports de Paris or its subcontractors;
- unavailability related to special procedures of reception of key persons or government requisitions;
- unavailability related to external factors, in particular:
  - presence of contaminants (fuel, winter products, snow, ice...) for a cause not attributable to Aéroports de Paris or its subcontractor;
  - improper usage by a third party, malice, vandalism;in such cases, an adversarial report between Aéroports de Paris and the operator concerned shall be prepared;
- unavailability related to inoperability of airbridges (availability of airbridges being the subject matter of a specific indicator);
- unavailability needed by rehabilitation or improvement work requiring a closure of the access area for the parking stand; provided that this work has been planned at least three months in advance, and that the interested users have been informed within this time-period.

The closing time shall be calculated, for each parking stand, by the amount of time between the indicated closing hour of the parking stand and the hour its exploitation is restarted.

## **5. Process of Data Collection and Aggregation**

The initial data entry shall be made by the *Contrôleurs de Sécurité sur les Aires* (CSA): collected data shall be processed by the PC of Aéroports de Paris (PCO in Paris-CDG, PCR in Paris-Orly), entered in the SAIGA tool then integrated to the general dashboard of the company.

Closing times shall be calculated in minutes.

The availability of parking stands shall be expressed as a percentage.

**6. Calculation Frequency**

Compilation of daily reports shall be made each month and for each airport.

**7. Data Retention**

Aéroports de Paris shall retain data for a three-year period as from collection.

**INDICATOR OF AVAILABILITY OF  
AIRBRIDGES (*DISPONIBILITE DES  
PASSERELLES TELESCOPIQUES (DPT)*)**

(Indicator no. 2)

**1. Scope Covered by Indicator**

- Airbridges;
- The platforms concerned are those of Paris-CDG and Paris-Orly.

**2. Definition**

$$\text{DPT} = \frac{\text{Actual running time of airbridges}}{\text{Theoretical running time of airbridges}}$$

The numerator and denominator shall respectively be the arithmetic sums of the annual actual and theoretical times of all the airbridges mentioned in 1. The DPT value for the pricing period “n” shall be calculated over a period from July 1<sup>st</sup> of the year “n-2” to June 30 of the year “n-1”.

**3. Theoretical Running Time**

The theoretical running time of airbridges shall correspond to nominal running periods that are 24 hours a day for the Paris-CDG airport and 18 hours (6:00 a.m. – 12:00 a.m.) for the Paris-Orly airport.

**4. Actual Running Time**

The actual running time of an airbridge shall be equal to the theoretical running time less stoppage times related to any technical event and to corrective maintenance; only any unavailability that is primarily attributable to Aéroports de Paris or its subcontractors shall be taken into account, in particular those due to the following events:

- short-circuit / priming,
- undocking,
- loosening,
- tightness problem,
- fissure,
- friction,

- leakage,
- slipperiness,
- greasing/lubrication defect,
- breakage,
- abnormal tension,
- mechanical wear,
- ageing / obsolescence.

Stoppage time shall not include:

- unavailability related to safety or security, insofar as this unavailability results from exceptional and temporary provisions implemented to guarantee the proper exploitation of the facilities, and that such provisions do not result from a breach of Aéroports de Paris;
- unavailability due to a damage not attributable to Aéroports de Paris or its subcontractors;
- unavailability due to defects having secondary causes (extrinsic to equipment) such as:
  - secondary defects for environmental cause (e.g.: abnormal weather conditions, pollution, ...),
  - secondary defects having an exploitation cause due to a third party (e.g.: blocked luggage, improper use; malice, vandalism, ...),
  - technical secondary defects, *i.e.* related to the defect of another facility (e.g.: loss of power supply, closing of the parking stand);
- unavailability related to special procedures of reception of key persons or government requisitions;
- unavailability for preventive maintenance; provided that it has been planned at least three months in advance, and that the interested users have been informed within this time-period.
- unavailability needed by rehabilitation or improvement work requiring a closure of the access to the airbridge; provided that the work has been planned at least three months advance, and that the interested users have been informed within this time-period.

Stoppage times shall be calculated, for each airbridge, by the duration between the indicated stoppage hour for the equipment and the hour its exploitation is restarted.

## **5. Process of Data Collection and Aggregation**

The data collection shall be made by the *Technicien Méthodes* of the Airbridge workshop; he shall forwards information on a monthly basis to the head of the Quality of Service indicator of his unit.

New equipment shall be taken into account as from the month following its technical reception.

Stoppage times shall be calculated in minutes.

The availability of airbridges shall be expressed as a percentage.

## **6. Calculation Frequency**

Calculation of the indicator shall be made each month and for each airport.

## **7. Data Retention**

Aéroports de Paris shall retain data for a three-year period as from collection.

**INDICATOR OF AVAILABILITY OF ELECTRO-  
MECHANICAL EQUIPMENT  
(DISPONIBILITE DES EQUIPEMENTS  
ELECTROMECHANIQUES (DEE))**

(Indicator no. 3)

**1. Scope Covered by Indicator**

- The various types of electro-mechanical equipment are as follows:
  - lifts available for the public, including platforms for mobility impaired persons,
  - other lifts used to carry a passenger or his luggage,
  - moving walkways,
  - escalators.
  
- The equipment covered is that which is located in passenger terminals;
  
- for reasons of homogeneous treatment, the equipment of the Roissy-pole SNCF station, the lifts of the *Module d'Echanges* and the lifts and escalators of the Orlyval stations in Orly-Sud are not taken into account in the perimeter;
  
- The platforms concerned are those of Paris-CDG and Paris-Orly.

**2. Definition**

$$\text{DEE} = \frac{\text{Actual running time of equipment}}{\text{Theoretical running time of equipment}}$$

The numerator and denominator shall respectively be the arithmetic sums of the annual actual and theoretical times of all the equipment mentioned in 1. The DEE value for the pricing period “n” shall be calculated over a period from July 1<sup>st</sup> of the year “n-2” to June 30 of the year “n-1”.

**3. Theoretical Running Time**

The theoretical running time of equipment shall correspond to nominal running periods that are 24 hours a day for the Paris-CDG airport and 18 hours (6:00 a.m. – 12:00 a.m.) for the Paris-Orly airport.

#### **4. Actual Running Time**

The actual running time of an equipment shall be equal to the theoretical running time less stoppage times related to any technical event and to corrective maintenance; only any unavailability of primary cause attributable to Aéroports de Paris or its subcontractors shall be taken into account, in particular those due to the following events:

- short-circuit / priming,
- undocking,
- loosening,
- tightness problem,
- fissure,
- friction,
- leakage,
- slipperiness,
- greasing/lubrication defect,
- breakage,
- abnormal tension,
- mechanical wear,
- ageing / obsolescence.

The following shall be excluded from stoppage time:

- unavailability related to safety or security, insofar as this unavailability results from exceptional and temporary provisions implemented to guarantee the proper exploitation of the facilities, and that such provisions do not result from a breach of Aéroports de Paris;
- unavailability due to a damage not attributable to Aéroports de Paris or its subcontractors;
- unavailability due to defects having secondary causes (extrinsic to equipment) such as:
  - secondary defects for environmental cause (e.g.: abnormal weather conditions, pollution, ...),
  - secondary defects having an exploitation cause due to a third party (e.g.: blocked luggage, improper use; malice, vandalism, ...),
  - technical secondary defects, *i.e.* related to the defect of another facility (e.g.: loss of power supply);
- unavailability related to special procedures of reception of key persons or government requisitions;
- unavailability caused by rehabilitation or improvement works or compliance with standards in view of a new regulation, which would require closing access to the equipment; provided that this work has been planned at least three months in advance, and that the interested users have been informed within this time-period.

Stoppage times shall be calculated, for each piece of equipment, as the duration between the time the use of the equipment is stopped and the time its exploitation is restarted.

## **5. Process of Data Collection and Aggregation**

Information shall be collected in the GMAO tool by the *techniciens Méthodes* of the workshops concerned, from reports of parties working with the equipment (internal and external) and aggregations made from computerized quarter sheets and the SEQUOIA tool.

Stoppage times shall be recorded in minutes.

The availability of equipment shall be expressed as a percentage.

## **6. Calculation Frequency**

Calculation of the indicator shall be made each month and for each airport.

## **7. Data Retention**

Aéroports de Paris shall retain data for a three-year period as from collection.

**INDICATOR OF AVAILABILITY OF LUGGAGE  
CAROUSELS (*DISPONIBILITE DES TAPIS DE  
LIVRAISON DE BAGAGES* (DTB))**

(Indicator no. 4)

**1. Scope Covered by Indicator**

- The luggage carousels concerned are those made available for passengers on arrival.
- The platforms concerned are those of Paris-CDG and Paris-Orly.

**2. Definition**

$$\text{DTB} = \frac{\text{Actual running time of luggage carousels}}{\text{Theoretical running time of luggage carousels}}$$

The numerator and denominator shall respectively be the arithmetic sums of the annual actual and theoretical times of all the luggage carousels mentioned in 1. The DTB value for the pricing period “n” shall be calculated over a period from July 1<sup>st</sup> of the year “n-2” to June 30 of the year “n-1”.

**3. Theoretical Running Time**

The theoretical running time of luggage carousels shall correspond to nominal running periods that are 24 hours a day for the Paris-CDG airport and 18 hours (6:00 a.m. – 12:00 a.m.) for the Paris-Orly airport.

**4. Actual Running Time**

The actual running time of a luggage carousel shall be equal to the theoretical running time less stoppage times related to any technical event and to corrective maintenance; only any unavailability of primary cause attributable to Aéroports de Paris or its subcontractors shall be taken into account, in particular those due to the following events:

- short-circuit / priming,
- undocking,
- loosening,
- tightness problem,

- fissure,
- friction,
- leakage,
- slipperiness,
- greasing/lubrication defect,
- breakage,
- abnormal tension,
- mechanical wear,
- ageing / obsolescence.

The following shall not be included in stoppage times:

- unavailability related to safety or security insofar as this unavailability results from exceptional and temporary provisions implemented to guarantee the proper exploitation of the facilities, and that such provisions do not result from a breach of Aéroports de Paris;
- unavailability due to a damage not attributable to Aéroports de Paris or its subcontractors;
- unavailability due to defects having secondary causes (extrinsic to equipment) such as:
  - secondary defects for environmental cause (e.g.: abnormal weather conditions, pollution, ...),
  - secondary defects having an exploitation cause due to a third party (e.g.: blocked luggage, improper use; malice, vandalism, ...),
  - technical secondary defects, i.e. related to the defect of another facility (e.g.: loss of power supply);
- unavailability related to special procedures for reception of key persons or government requisitions;
- unavailability for preventive maintenance; provided that it has been planned at least three months in advance, and that the interested users have been informed within this time-period.
- unavailability required for rehabilitation or improvement works requiring closure of access to the carousel; provided that this work has been planned at least three months before, and that the interested users have been informed within this time-period.

Stoppage times shall be calculated, for each carousel, as the duration between the time the carousel stops functioning and the time its exploitation is restarted.

## **5. Process of Data Collection and Aggregation**

Stoppage times shall be calculated in minutes.

The availability of luggage carousels shall be expressed as a percentage.

## **6. Calculation Frequency**

Calculation of the indicator shall be made each month and for each airport.

## **7. Data Retention**

Aéroports de Paris shall retain data for a three-year period as from collection.

**INDICATOR OF AVAILABILITY OF  
INFORMATION SYSTEMS (*DISPONIBILITE  
DES SYSTÈMES D'INFORMATION (DSI)*)**

(Indicator no. 5)

**1. Scope Covered by Indicator**

- The various types of public information systems taken into account are the following:
  - remote display televisions,
  - remote display screens,
  - remote display electronic signs;
- The platforms concerned are those of Paris-CDG and Paris-Orly.

**2. Definition**

$$\text{DSI} = \frac{\text{Actual running time of equipment}}{\text{Theoretical running time of equipment}}$$

The numerator and denominator shall respectively be the arithmetic sums of the annual actual and theoretical times of all the equipment mentioned in 1. The DSI value for the pricing period “n” shall be calculated over a period from July 1<sup>st</sup> of the year “n-2” to June 30 of the year “n-1”.

**3. Theoretical Running Time**

The theoretical running time of equipment shall correspond to nominal running periods that are 24 hours a day for the Paris-CDG airport and 18 hours (6:00 a.m. – 12:00 a.m.) for the Paris-Orly airport.

**4. Actual Running Time**

The actual running time of an equipment shall be equal to the theoretical running time less stoppage times related to any technical event and to corrective maintenance; only any unavailability of primary cause attributable to Aéroports de Paris or its subcontractors shall be taken into account.

The following shall be excluded from stoppage times:

- unavailability due to a damage not attributable to Aéroports de Paris or its subcontractors;
- unavailability due to defects having secondary causes (extrinsic to equipment) such as:
  - secondary defects for environmental cause (e.g.: abnormal weather conditions, pollution, ...),
  - secondary defects having an exploitation cause due to a third party (e.g.: blocked luggage, improper use; malice, vandalism, ...),
  - technical secondary defects, *i.e.* related to the defect of another facility (e.g.: loss of power supply);
- unavailability for preventive maintenance; provided that it has been planned at least three months in advance, and that the interested users have been informed within this time-period.
- Unavailability related to reprogramming of equipment (e.g.: application of security corrections)
- unavailability needed by rehabilitation or improvement works requiring a neutralization of the access perimeter to the equipment; provided that this work has been planned at least three months in advance, and that the interested users have been informed within this time-period.

Stoppage times shall be calculated, for each piece of equipment, as the duration between the time the equipment stops functioning and the time its exploitation is restarted.

## **5. Process of Data Collection and Aggregation**

Information concerning the availability of the remote display systems shall be obtained through extraction from the online maintenance system of the *Centre Informatique d'Aéroports de Paris*; information concerning local sound decks is collected through the *PCI* of the airports concerned, and through the incident reports of the maintenance teams of local IT systems.

Stoppage times shall be calculated in minutes.

The availability of equipment shall be expressed as a percentage.

## **6. Calculation Frequency**

Calculation of the indicator shall be made each month and for each airport.

## **7. Data Retention**

Aéroports de Paris shall retain data for a three-year period as from collection.

**INDICATOR OF SATISFACTION OF  
PASSENGERS ON CLEANLINESS IN  
TERMINALS (*SATISFACTION DES PASSAGERS  
SUR LA PROPRETE DES AEROGARES (SPR)*)**

(Indicator no. 6)

**1. Scope Covered by the indicator**

- Terminal spaces for passengers and the public;
- The platforms concerned are those of Paris-CDG and Paris-Orly.

**2. Conditions for Calculation of the Indicator**

Calculations are made through quarterly surveys, based on a questionnaire for departure passengers and drawn up in 10 languages.

Passengers are questioned in the boarding lounge. The questionnaires are directly filled in by passengers.

The sample relates to at least 7,500 passengers each quarter distributed among the terminals of both platforms; it shall reflect a representative sample of the departure passenger traffic in terms of allocation by terminal, by destination group, by time bracket and by day.

The question asked is the following:

“During your passage through the airport today, what was your view of the cleanliness of the airport?”

Possible answers are as follows:

“very satisfied – satisfied – modestly satisfied – not satisfied at all – no opinion”

Surveys are conducted by an institute for market research mandated by Aéroports de Paris.

### **3. Definition of Indicator**

$$SPR = \frac{\sum_{n'=1}^4 \sum_{t \in T} SPRt(n') * PAXt(n')}{\sum_{n'=1}^4 \sum_{t \in T} PAXt(n')}$$

where:

T shall be all terminals,

n' shall represent the quarter concerned,

PAXt(n') shall represent the passengers questioned on terminal t during quarter n',

SPRt(n') shall be passengers' satisfaction rate on cleanliness in terminals for terminal t in quarter n':

$$SPRt(n') = \frac{\text{Number of passengers of terminal t having answered "satisfied" or "very satisfied" to the question asked during quarter n'}}{\text{Number of passengers having answered to the question asked during quarter n' at terminal t}}$$

The SPR indicator is expressed as a percentage.

The SPR value for the pricing period "n" shall be calculated over a period from July 1<sup>st</sup> of the year "n-2" to June 30 of the year "n-1".

### **4. Calculation Frequency**

The calculation shall be continuously made, with aggregation per terminal on a quarterly basis.

### **5. Data Retention**

Aéroports de Paris shall retain data for a three-year period as from collection.

**INDICATOR OF SATISFACTION OF  
PASSENGERS ON SIGNS AND INFORMATION  
ON FLIGHTS (*SATISFACTION DES  
PASSAGERS SUR LA SIGNALISATION ET  
L'INFORMATION SUR LES VOLS (SIV)*)**

(Indicator no. 7)

**1. Scope Covered by Indicator**

- Screens, televisions and display boards in terminals.
- The platforms concerned are those of Paris-CDG and Paris-Orly.

**2. Conditions for Calculation of the Indicator**

Calculations are made through quarterly surveys, based on a questionnaire for departure passengers and drawn up in 10 languages.

Passengers are questioned in the boarding lounge. The questionnaires are directly filled in by passengers.

The sample relates to at least 7,500 passengers each quarter distributed among the terminals of both platforms; it shall reflect a representative sample of the departure passenger traffic in terms of allocation by terminal, by destination group, by time bracket and by day.

The questions asked are the following:

Q1 “During your time in the airport today, have you been satisfied with your ability to find your way?”

Q2 “How easy do you think it is to find information displays?”

Q3 “As to information on flights given by televisions and display boards, what is your general appraisal?”

Possible answers are as follows:

“very satisfied – satisfied – moderately satisfied – not satisfied at all – no opinion”

Surveys are conducted by an institute for market research mandated by Aéroports de Paris.

### **3. Definition of Indicator**

$$SIV = \frac{\sum_{n'=1}^4 \sum_{t \in T} SIVt(n') * PAXt(n')}{\sum_{n'=1}^4 \sum_{t \in T} PAXt(n')}$$

where:

T shall be all terminals,

n' shall represent the quarters concerned,

PAXt(n') shall represent the passengers surveyed on terminal t during quarter n',

SIVt(n') shall be passengers' satisfaction rate on information on flights for terminal t in quarter n',  
i.e. the arithmetic average of the following three satisfaction rates:

$$SIV1t(n') = \frac{\text{Number of passengers of terminal t having answered "satisfied" or "very satisfied" to question Q1 during quarter n'}}{\text{Number of passengers having answered to question Q1 during quarter n' at terminal t}}$$

$$SIV2t(n') = \frac{\text{Number of passengers of terminal t having answered "satisfied" or "very satisfied" to question Q2 during quarter n'}}{\text{Number of passengers having answered to question Q2 during quarter n' at terminal t}}$$

$$SIV3t(n') = \frac{\text{Number of passengers of terminal t having answered "satisfied" or "very satisfied" to question Q3 during quarter n'}}{\text{Number of passengers having answered to question Q3 during quarter n' at terminal t}}$$

The SPR indicator is expressed as a percentage.

The SIV value for the pricing period "n" shall be calculated over a period from July 1<sup>st</sup> of the year "n-2" to June 30 of the year "n-1".

### **4. Calculation Frequency**

The calculation shall be made continuously, with aggregation per terminal on a quarterly basis.

### **5. Data Retention**

Aéroports de Paris shall retain data for a three-year period as from collection.

**INDICATOR OF SATISFACTION ON  
AVAILABILITY OF LUGGAGE TROLLEYS  
(SATISFACTION DES PASSAGERS SUR LA  
DISPONIBILITE DES CHARIOTS A BAGAGES  
(SCB))**

(Indicator no. 8)

**1. Scope Covered by Indicator**

- All the luggage trolley fleet.
- The platforms concerned are those of Paris-CDG and Paris-Orly.

**2. Conditions for Calculation of the Indicator**

Calculations are made through quarterly surveys, based on a questionnaire for departure passengers and drawn up in 10 languages.

Passengers are questioned in the boarding lounge. The questionnaires are directly filled in by passengers.

The sample relates to at least 7,500 passengers each quarter distributed among the terminals of both platforms; it shall reflect a representative sample of the departure passenger traffic in terms of allocation by terminal, by destination group, by time bracket and by day.

The question asked is the following:

“Have you used a luggage trolley today? If yes, are you satisfied with the availability of trolleys?”

Possible answers are as follows:

“very satisfied – satisfied – moderately satisfied – not satisfied at all – no opinion”

Surveys are conducted by an institute for market research mandated by Aéroports de Paris.

### **3. Definition of the Indicator**

$$SCB = \frac{\sum_{n'=1}^4 \sum_{t \in T} SCBt(n') * PAXt(n')}{\sum_{n'=1}^4 \sum_{t \in T} PAXt(n')}$$

where:

T shall be all terminals,

n' shall represent the quarters concerned,

PAXt(n') shall represent the passengers processed on terminal t during quarter n',

SCBt(n') shall be passengers' satisfaction rate on availability of luggage trolleys in terminals for terminal t in quarter n':

$$SCBt(n') = \frac{\text{Number of passengers of terminal t having answered "satisfied" or "very satisfied" to the question asked during quarter n'}}{\text{Number of passengers having answered to the question asked during quarter n' at terminal t}}$$

The SCB indicator is expressed as a percentage.

The SCB value for the pricing period "n" shall be calculated over a period from July 1<sup>st</sup> of the year "n-2" to June 30 of the year "n-1".

### **4. Calculation Frequency**

The calculation shall be made continuously, with aggregation per terminal on a quarterly basis.

### **5. Data Retention**

Aéroports de Paris shall retain data for a three-year period as from collection.

**INDICATOR OF RESPONSE TIME TO  
COMPLAINTS (*DELAI DE REPONSE AUX  
RECLAMATIONS (DRR)*)**

(Indicator no. 9)

**1. Scope Covered by Indicator**

- All mail (written or electronic) containing complaints from the general public and sent to Aéroports de Paris, relating to the passage of passengers and the public, regardless of the party that is the subject of the complaint;
- The platforms concerned are those of Paris-CDG and Paris-Orly.

**2. Conditions for Calculation of Indicator**

For each complaint, an answer time is calculated as the difference between:

- the date of entry in the "Conso +" base (field automatically filled in by the tool);
- the date of IT validation of the signature of the first response (excluding one stating that a substantive response will follow), in "Conso +".

**3. Definition of Indicator**

Number of persons having received an answer from Aéroports de Paris  
within a maximum of 28 days

DRR =

-----  
Total of complaints received by Aéroports de Paris

The DDR indicator shall be expressed as a percentage.

The DDR value for the pricing period "n" shall be calculated over a period from July 1<sup>st</sup> of the year "n-2" (complaints received on this date at the earliest) to June 30 of the year "n-1" (complaints received on this date at the latest).

**4. Calculation Frequency**

The calculation shall be made continuously, with aggregation per terminal on a quarterly basis.

**5. Data Retention**

Aéroports de Paris retains data for a three-year period as from collection.

**INDICATOR OF REALIZATION OF THE  
NUMBER OF CONTACT PARKING STANDS  
(REALISATION DU NOMBRE DE POSTES AU  
CONTACT (RPC))**

(Indicator no. 10)

**1. Scope Covered by Indicator**

- the contact parking stands scheduled to be put into service at the CDG1, CDG 2E and S3 terminals of the Paris-Charles-de-Gaulle airport.

**2. Conditions for Calculation of Indicator**

For the calculation of the indicator, a contact stand is deemed put into service for a quarter if opened before the end of the quarter.

A contact stand is a parking stand that is connected to the terminal by an airbridge.

**3. Definition of Indicator**

The indicator shall be equal to the number of stands-quarters calculated over a civil year:

$$RPC(n) = \sum_{t \in T} \sum_{t' \in n} M(t, t')$$

where:

- T shall be all the CDG1, CDG 2E and S3 terminals;
- M(t,t') shall be the number of contact parking stands of terminal t put into service in quarter t' of the year n.

For the calculation of the RPC indicator, the following number of contact parking stands shall be taken into account:

	<b>Number of contact parking stands taken into account</b>
Putting into service of the East side of S3	8
Putting into service of the West side of S3	11
Putting into service of the South side of CDG 2E	10

End of rehabilitation of central body of CDG1	4
Putting into service of the North docks (“ <i>darses</i> ”) of CDG 2E	6

The putting into service of the North side of CDG 2E (docks referred to as “East” and “West”) is scheduled for the first quarter 2009.

The closure of the contract parking stands resulting from a commitment by Aéroports de Paris to renovate the satellites of CDG1 does not affect the calculation of the indicator.

### ANNEX 3

#### Fee Schedules on the Date of Execution of the Agreement

##### **Rates of the Landing Fee:**

The landing fee corresponds to the use, by aircraft whose MTOW is greater than 6 tons, of the airport infrastructure and equipment necessary for landing, taking-off and taxi.

This fee is received for any landing of aircraft on the Paris - Orly and Paris – Charles-de-Gaulle platforms.

In accordance with the order of January 24, 1956, the price is determined on the basis of the following components:

- Maximum Take-Off Weight (MTOW) of the aircraft;
- noise level category of the aircraft.

As an exception, certain types of flights (training, test, forced return, etc.) benefit from specific price conditions under the aforementioned order.

The prices below are given without application of the noise level modulation coefficient and excluding VAT. "t" shall represent the MTOW of the aircraft in question.

##### **2005: prices applied as of February 1<sup>st</sup>, 2005**

<b>Ranges of MTOW (in tons)</b>	<b>Price per landing (in euros excluding VAT)</b>
From 6 to 25 tons	156.32
From 26 to 50 tons	156.32 + 2.72 * (t-25)
From 51 tons	224.44 + 8.59 * (t-50)

The discount for cargo and postal flight is 20%

##### **Noise Level Categories and Corresponding Coefficients:**

The landing fee is adjusted according to the noise level category in which the aircraft making the movement is classified. To each noise level category a multiplying coefficient of the fee price is associated.

<b>Paris – Charles-de-Gaulle</b>	<b>day 6:01a.m. – 11:29 p.m.</b>	<b>night 11:30 p.m. – 6:00 a.m.</b>
Category 1	1.30	2.9
Category 2	1.20	2.7
Category 3	1.15	2.5
Category 4	1.00	1.00
Category 5	0.85	0.9

<b>Paris – Orly</b>	<b>day 6:01 a.m. - 11:29 p.m.</b>	<b>night 11:30 p.m. – 6:00 a.m.</b>
Category 1	1.45	2.9
Category 2	1.35	2.7
Category 3	1.25	2.5
Category 4	1.00	1.00
Category 5	0.85	0.9

**Rates for Passenger Fee:**

The fee is charged in consideration of the use of facilities conceived for passengers and the public. The basis of this fee is the number of departing passengers.

The order of February 28, 1981 indicates that the passenger fee is owed for all departing flights unless the aircraft is making a technical stopover or a forced return after take-off due to technical incidents or unfavorable weather conditions, and for all occupants of the aircraft, except for members of the crew responsible for the flight (excluding all accompanying, control or change-off staff), passengers in direct transit (continuing on the same aircraft) and children under two years old.

Price departure domestic passengers (in euros excluding VAT)	Passengers for Metropolitan France	Passengers for the EU (Schengen)	Passengers for the EU (outside Schengen)	Passengers for the Overseas Departments / Territories	Passengers for an international airport (outside EU)
2005	4.19	6.29	9.09	9.09	12.10

Price departure passengers in transit (in euros excluding VAT)	Passengers for Metropolitan France	Passengers for the EU (Schengen)	Passengers for the EU (outside Schengen)	Passengers for the Overseas Departments / Territories	Passengers for an international airport (outside EU)
2005 (25% discount)	3.64	4.72	6.82	6.82	9.08

**Definition: Passenger in Transit**

For Aéroports de paris, for invoicing purposes, a passenger in transit is a passenger for whom, regardless the airline(s) he takes, a maximum of 12 hours separate the theoretical arrival and departure times at or from Paris – Charles-de-Gaulle or Paris – Orly, and who does not make a return trip within this period.

**Rates of the Fuel Fee:**

Aéroports de Paris receives a fee calculated based on the quantities of fuel distributed to aircraft by oil companies. The basis of the fee is the distributed hectoliter.

Since February 1, 2005, the price for this fee is € 0.41 per distributed hectoliter.

**Rates of the parking fee:**

The parking fee corresponds to the use, by aircraft whose MTOW is greater than 6 tons, of parking infrastructure and equipment.

Pursuant to the order of July 22, 1959, the price depends on:

- Maximum Take-Off Weight (MTOW) of the aircraft;
- Type of parking area used (traffic area or parking area);
- Duration of occupation by aircraft of the areas used.

The amount of the invoiced fee results from many parameters including, in particular, a waiting period (see comment next page).

**2005: prices applied from February 1<sup>st</sup>, 2005**

(in euros excluding VAT)	Types of parking areas		
	Traffic areas		Parking areas (remote)
	Contact	Off terminal	
Fixed portion	2.25 euros/ton		
Variable portion	0.03 euros/ton/10 min	0.18 euros/ton/hour	0.12 euros/ton/hour

**Comment:**

- A one-hour waiting period is allowed before the variable portion of the price applies for planes using during the day, at arrival, an off terminal stand (between 7 a.m. and 11 p.m., local time).
- The variable portion of traffic area fee is reclassified at night (between 11 p.m. and 7 a.m., local time) as a parking area fee.
- Since April 1, 2004, the variable portion relating to the parking duration at a contact stand is calculated by period of 10 minutes (and no longer by time slot). Any period of 10 minutes commenced is billable.

**Rates of the lighting charge:**

The conditions of preparation and receipt of the fee for using lighting (illuminated beacons) are regulated by an order dated January 24, 1956.

Article 10 of this order indicates that the fee is due for any aircraft taking off or landing on a airfield that is open to public air circulation, if the beacons have been lit at night or in periods of

low visibility. During the day, the beacons are lit on the platforms when horizontal visibility is lower than, or equal to, 4,000 meters.

Test flights and forced returns shall be exempted from lighting charge.  
The price depends on the hour of landing or take-off (supplied by air control).

**Prices per aircraft (in euros excluding VAT):**

Status of flight	2005
National or international flight	37.55

**Fee for provision of 400Hz electric power:**

The price is charged for each aircraft movement. The price depends on the Maximum Take-Off Weight (MTOW lower or greater than 140 tons) and the flight status (European Union or outside European Union); the price is uniform at all airports.

Prices (in euros excluding VAT/movement)	EU	EU	Outside EU	Outside EU
	MTOW less 140 tons	MTOW plus 140 tons	MTOW less 140 tons	MTOW plus 140 tons
2005	10.53	21.09	15.8	31.62

**Fee for de-icing winter service:**

De-icing is a service provided by Aéroports de Paris to airlines operating from the Paris – Charles-de-Gaulle airport for the period between October 1<sup>st</sup> and May 31. Only users of the winter service pay the fee.

Depending on their past use of the service, airlines are subject either to the general regime (two-part price: subscription and unit price per de-icing), or the specific price regime (unit price per de-icing). The amount of the unit price of both regimes varies with the size of the plane on the basis of the number of de-icing units corresponding to the operation. The number of de-icing units is determined by the UD category to which the plane submitted to de-icing belongs.

**General regime**

The general regime is reserved for airlines (i) having a scheduled activity at Paris – Charles-de-Gaulle during the winter season and (ii) having used the de-icing service at least once during the previous winter seasons.

The price is divided in two: a season subscription and a unit price per de-icing.

The amount of the subscription is determined so as to cover the fixed costs of the activity. The subscription owed by the user for the forthcoming winter season is calculated each year for each

user in proportion to its average share in the general de-icing activity for the last three winter seasons, according to the formula:

$A = R * U$ , with

- R = user's activity portion corresponding to the ratio between the total number of De-Icing Units (DU) made by it on the previous three winter seasons and the total number of De-Icing Units made by all the users submitted to the general regime over the same period
- U = amount of the fixed portion corresponding to a point of de-icing activity (cost of one point of de-icing activity)

Season	U (in euros excluding VAT/season)
Winter 2005	35,211

The variable portion owed by the user for each de-icing is calculated to cover the variable costs and depends on the DU class to which the plane belongs, therefore the size of the plane.

#### **Variable portion during Winter 2005**

Variable portion of general regime by DU class (in euros excluding VAT / de-icing)	Winter 2005
Class 1	1,341
Class 2	2,683
Class 3	4,024
Class 4	5,365

#### **Specific regime**

The specific regime applies to airlines that are not eligible for the general regime. The amount of the price owed by the user for each de-icing is calculated to cover all the costs, fixed and variable, and depends on the DU class to which the plane belongs.

**Price of the specific regime for winter 2005**

Variable portion of specific regime by DU class (in euros excluding VAT/de-icing)	Winter 2005
Class 1	2,895
Class 2	5,790
Class 3	8,684
Class 4	11,579

At Paris – Orly, the activity is directly subcontracted by airlines to private operators. Aéroports de Paris does not provide the service.

**Fee for the use of check-in counters:**

<b>Prices</b> (in euros excluding VAT/year/unit)		2005
	Dock ( <i>Darse</i> ) 2	56,278.30
Orly Sud	Docks ( <i>Darses</i> ) 3 and 4 Without baggage	4,361.55
	Hall 1 <u>with</u> baggage	50,014.84
Orly Ouest	Halls 2 and 3 <u>with</u> baggage	45,470.74
	Halls 2 and 3 <u>without</u> baggage	4,547.07
	Hall 4 <u>with</u> baggage	36,952.67
	Hall 4 <u>without</u> baggage	4,779.92
	TDM (last minute)	12,765.87
CDG1	Usual counters	48,618.41
	Group counters	58,958.49
CDG2	Counters <u>with</u> carousel	49,029.06
	Counters <u>without</u> carousel	19,611.61
CDG3		31,374.64
BLS (Orly – CDG)		2,445.88

The concept of "dock" (“*darse*”) has stopped existing since the completion of rehabilitation at the Orly Sud airport in 1998.

BLS: self-service check-in machines (*Banques en Libre Service*) ; they do not have baggage carousel.

**Fee for the use of the CDG1 baggage-handling system:**

An order of December 29, 1998 classifies the CDG1 baggage-handling system in centralized infrastructure. Three different prices apply to the various baggage flows:

- Arrival/departure handling, outside transit. The fee is paid by airlines operating at CDG1.

Since August 1<sup>st</sup>, 2005, this fee is payable for each baggage checked-in.

By checked-in baggage at Terminal 1 departure	5.78 € excluding taxes.
---	-------------------------

- Handling of baggage in transit inside CDG1 and from CDG2 or CDG3 to CDG1. The fee is paid by airlines operating at CDG 1. It is based on the total number of passengers boarding on flights departing from CDG1.

Applicable as at January 1<sup>st</sup>, 2006, prices per boarding passenger are as follows:

Passengers to the European Union	0.27 € excluding taxes
----------------------------------	------------------------

Passengers to an airport outside EU and Overseas Departments and Territories	0.38 € excluding taxes
--	------------------------

- Handling of baggage in transit from CDG1 to CDG2. The fee is paid by airlines operating at CDG2. It is based on the total number of passengers boarding on flights departing from CDG2.

Applicable as at January 1<sup>st</sup>, 2006, prices per boarding passenger are as follows:

Passengers to the European Union	0.03 € excluding taxes
----------------------------------	------------------------

Passengers to an airport outside the EU and Overseas Departments and Territories	0.04 € excluding taxes
--	------------------------

## ANNEX 4

### CONDITIONS OF CALCULATION OF THE FACTOR “TRAF”

The factor “TRAF” mentioned in III.2.3 is defined as follows:

- $TRAF(2006) = 0$
- For  $n > 2006$ :
  - if  $ET(n) > ETM(n)$ ,

$$TRAF(n) = -0,7(ET(n) - ETM(n)) \frac{100\%}{\frac{ETm(n) + ETM(n)}{2}}$$

- if  $ETM(n) > ET(n) > ETm(n)$ ,

$$TRAF(n) = 0$$

- if  $ETm(n) > ET(n)$ ,

$$TRAF(n) = 0,7(ETm(n) - ET(n)) \frac{100\%}{\frac{ETm(n) + ETM(n)}{2}}$$

For the calculation of the factor “TRAF”, the parameter ET is rounded up/down to 1/20<sup>th</sup> of the closest percentage.

## ANNEX 5

### Conditions of Calculation of the Factor “QDS”

The objective levels, the Maximum Levels (MI) and the Minimum Levels (mI) of indicators mentioned in II.2.1-a are as follows:

Indicator no. 1 (DPS)	2007	2008	2009	2010
mI <sub>1</sub>	<i>n.a.</i>	<i>to be defined</i>	<i>to be defined</i>	<i>to be defined</i>
Objective <sub>1</sub>	<i>n.a.</i>	<i>to be defined</i>	<i>to be defined</i>	<i>to be defined</i>
MI <sub>1</sub>	<i>n.a.</i>	<i>to be defined</i>	<i>to be defined</i>	<i>to be defined</i>

The objective and Maximum and Minimum Levels of the indicator no. 1 “DPS” shall be mutually set between the Parties no later than March 31, 2007.

Indicator no. 2 (DPT)	2007	2008	2009	2010
mI <sub>2</sub>	98.4%	98.6%	98.6%	98.6%
Objective <sub>2</sub>	98.9%	99.1%	99.1%	99.1%
MI <sub>2</sub>	99.4%	99.6%	99.6%	99.6%

Indicator no. 3 (DEE)	2007	2008	2009	2010
mI <sub>4</sub>	98.5%	98.5%	98.5%	98.5%
Objective <sub>4</sub>	99.0%	99.0%	99.0%	99.0%
MI <sub>4</sub>	99.5%	99.5%	99.5%	99.5%

Indicator no. 4 (DTB)	2007	2008	2009	2010
mI <sub>4</sub>	99.2%	99.3%	99.4%	99.5%
Objective <sub>4</sub>	99.4%	99.5%	99.6%	99.7%
MI <sub>4</sub>	99.6%	99.7%	99.8%	99.9%

Indicator no. 5 (DSI)	2007	2008	2009	2010
mI <sub>5</sub>	98.8%	98.8%	98.9%	98.9%
Objective <sub>5</sub>	99.1%	99.1%	99.2%	99.2%
MI <sub>5</sub>	99.4%	99.4%	99.5%	99.5%

Indicator no. 6 (SPR)	2007	2008	2009	2010
mI <sub>6</sub>	79.3%	79.5%	79.7%	79.9%
Objective <sub>6</sub>	80.3%	80.5%	80.7%	80.9%
MI <sub>6</sub>	81.3%	81.5%	81.7%	81.9%

Indicator no. 7 (SIV)	2007	2008	2009	2010
mI <sub>7</sub>	82.2%	82.4%	82.6%	82.8%
Objective <sub>7</sub>	83.0%	83.2%	83.4%	83.6%
MI <sub>7</sub>	83.8%	84.0%	84.2%	84.4%

Indicator no. 8 (SCB)	2007	2008	2009	2010
$mI_8$	86.0%	86.0%	86.0%	86.0%
Objective <sub>8</sub>	88.0%	88.0%	88.0%	88.0%
$MI_8$	90.0%	90.0%	90.0%	90.0%

Indicator no. 9 (DRR)	2007	2008	2009	2010
$mI_9$	90.0%	90.0%	90.0%	90.0%
Objective <sub>9</sub>	95.0%	95.0%	95.0%	95.0%
$MI_9$	100.0%	100.0%	100.0%	100.0%

Indicator no. 10 (RPC)	2007	2008	2009	2010
$mI_{10}$	19	91	140	155
Objective <sub>10</sub>	57	115	156	156
$MI_{10}$	91	140	157	157

$I_i(n)$  shall mean the value of the indicator n “i” corresponding to the period between July 1<sup>st</sup> of the year “n-1” and June 30 of the year “n”, except for indicator no. 10 for which it corresponds to the calendar year “n”.

$PBI_i$  shall mean the annual bonus/penalty relating to the indicator n “i”, as defined in III.2.3.3-a.

It is then defined, for indicator “i” and for each year “n” subsequent to 2006 (subsequent to 2007 for indicator no. °1, for which  $BI_i(2006)=0$ ), a bonus/penalty  $BI_i(n)$  so that:

- if  $I_i(n) < mI_i(n)$ ,

$$BI_i(n) = -PBI_i$$

- if  $mI_i(n) = I_i(n) = \text{Objective}_i(n)$ ,

$$BI_i(n) = -PBI_i \frac{I_i(n) - \text{Objectif}_i(n)}{mI_i(n) - \text{Objectif}_i(n)}$$

- if  $\text{Objective}_i(n) = I_i(n) = MI_i(n)$ ,

$$BI_i(n) = PBI_i \frac{I_i(n) - \text{Objectif}_i(n)}{MI_i(n) - \text{Objectif}_i(n)}$$

- if  $I_i(n) > MI_i(n)$ ,

$$BI_i(n) = PBI_i$$

The bonus/penalty of the year “n”, B(n), is then defined as:

$$B(n) = B_{1-9}(n) + BI_{10}(n)$$

where

$$B_{1-9}(n) = \sum_{i=1}^9 BI_i(n)$$

The value of QDS(n) is then defined as follows:

$$QDS(n) = QDS_{1-9}(n) + QDS_{10}(n)$$

where QDS<sub>1-9</sub>(n) is defined as:

- For n=2006 and n=2007:

$$QDS_{1-9}(n) = 0$$

- For n>2007:

- if  $-0.35\% < CCB(n-1) < 0.35\%$ ,

$$QDS_{1-9}(n) = 0$$

- if  $CCB(n-1) < -0.35\%$  or if  $CCB(n-1) > 0.35\%$ ,

$$QDS_{1-9}(n) = CCB(n-1) - 0,35\%$$

where CCB(k) is the amount of the set-off account of the bonus/penalty at the end of the year “k” subsequent to 2006, defined as follows:

$$CCB(k) = \sum_{i=2007}^k B_{1-9}(i) - \sum_{i=2007}^k QDS_{1-9}(i)$$

and QDS<sub>10</sub>(n) is defined as:

$$QDS_{10}(n) = BI_{10}(n-1)$$

## ANNEX 6

### Main Investment Projects

Investment projects greater than €20 M in €M (€2006)	2006	2007	2008	2009	2010	Total 2006 - 2010
<b>Aéroport de Paris - Charles De Gaulle</b>						
CDG Val (Light Trail Link)	30,9	11,5	0,0	0,0	0,0	42,4
Terminal 2E (Building, car park, aircraft stands), 1st phase	7,1	4,3	0,7	0,0	0,0	12,1
Rebuilding of the boarding area of terminal 2E	27,3	78,0	19,2	0,0	0,0	124,5
Baggage handling system	25,0	13,8	0,0	0,0	0,0	38,8
Satellite S3 (including LISA (light trail link) ; excluding BHS)	197,7	112,5	23,3	0,2	0,0	333,7
Extension of the BHS	0,0	2,0	28,0	28,0	35,0	93,0
Satellite S4	4,0	4,3	3,3	59,0	71,0	141,6
Terminal 2G (Building , aircraft stands)	6,7	49,7	23,7	0,0	0,0	80,1
east road access to CDG platform	7,5	0,8	0,0	2,9	12,9	24,1
CDG 1 renovation (satellites renovation excluded)	41,5	40,5	36,0	17,6	2,9	138,5
CDG1 satellites renovation	0,0	0,0	0,0	18,4	18,4	36,8
Extension of PX car park	0,0	0,0	6,0	29,4	40,7	76,1
taxyway E4	8,0	13,7	7,6	0,0	0,0	29,3
Aircraft stands ( Grand Est Nord area )	0,0	0,0	5,0	11,0	5,0	21,0
<b>Aéroport de Paris - Orly</b>						
Airside works to accomodate new generation aircrafts	30,0	0,0	8,0	7,0	0,0	45,0
Hall 2 Orly Ouest renovation	6,7	0,0	0,0	0,0	0,0	6,7
Orly Sud international passenger area	5,7	14,3	5,5	0,0	0,0	25,5
P0 car park renovation	5,0	5,4	5,3	1,4	0,0	17,1