

ANNEX XVII

SHAREHOLDERS AGREEMENT

SPE DIGITAL CAPITAL SCIENCE AND TECNOLOGY PARK S.A.

Based on the provisions of Article 118 of Law No. 6404/76 (Law of Business Corporations) and on other applicable legally binding provisions of a primarily corporate and contractual nature, the persons below, namely:

–**FEDERAL DISTRICT DEVELOPMENT AGENCY - TERRACAP**, a state-owned enterprise registered with Junta Comercial do Distrito Federal [Federal District Board of Trade] with No. 5350000034-8, with CNPJ No. 33.359.877/0001-73, with corporate office located at Setor de Administração Municipal – SAM, Bloco “F”, Brasília, Distrito Federal, Brazil, CEP: 70.620-000, represented herein by its legal representative Mr./Mrs. **(insert name of representative in bold lowercase)**, (nationality), (marital status), bearer of Identification Card (*cédula de identidade*) No. (insert number), (insert issuing authority), with Taxpayer Identification (CPF) No. (insert number), residing and domiciled at (insert full address, including town/city, state, country, and postal/zip code), pursuant to its documents of incorporation, hereinafter called **TERRACAP**; and

(WINNING BIDDER), a private legal entity with CNPJ No. (insert number), with IE No. (insert number) and corporate office located at (insert full address, including town/city, state, country, and postal/zip code), represented herein by its legal representative Mr./Mrs. **(insert name of representative in bold lowercase)**, (nationality), (marital status), bearer of Identification Card (*cédula de identidade*) No. (insert number), (insert issuing authority), with Taxpayer Identification (CPF) No. (insert number), residing and domiciled at (insert full address, including town/city, state, country, and postal/zip code), pursuant to its documents of incorporation, hereinafter called **MANAGING COMPANY**;

each hereinafter also referred to as “shareholder”, “partner”, “party” or “contracting party”, and collectively as “shareholders”, “partners”, “parties” or “contracting parties”, and also as “consenting intervening party”, formally and expressly accepting everything that is established herein, the company

SPE PARQUE TECNOLÓGICO CAPITAL DIGITAL S.A., a private legal entity with CNPJ No. (insert number), with IE No. (insert number) and corporate office located at (insert full address, including town/city, state, country, and postal/zip code), represented herein by its legal representative Mr./Mrs. **(insert name of representative in bold lowercase)**, (nationality), (marital status), bearer of Identification Card (*cédula de identidade*) No. (insert number), (insert issuing authority), with Taxpayer Identification (CPF) No. (insert number), residing and domiciled at (insert full address, including town/city, state, country, and postal/zip code), pursuant to its documents of incorporation, hereinafter called **SPE**;

All agree herein with the contractual terms set forth below, and the following **considerations** are necessary on a preliminary basis:

I - The shareholders jointly hold all shares of SPE (“Shares”), at the ratio of 47.10% (forty-seven point ten percent) for TERRACAP and 52.90% (fifty-two point ninety percent) for the

MANAGING COMPANY;

II - The SPE has been incorporated with the specific purpose of administering, implementing, developing, operating, maintaining, and business management of the infrastructure of the **CAPITAL SCIENCE AND TECNOLOGY PARK (PTCD)**, which will be designed by the company and built on land it owns at (Lote 1 at PTCD) as set forth in its Articles of Incorporation; and

III - The shareholders wish to execute this Shareholders' Agreement ("Agreement"), with scope to stipulate the rights and obligations thereof and the rules and obligations that shall govern administration of the PTCD, pursuant to and for the purposes of Article 118 of Law No. 6404/76, in accordance with the terms and conditions agreed on below:

CLAUSE ONE - SHARES COVERED BY THIS AGREEMENT AND DURATION

1.1. All shares that make up the equity capital currently owned by the shareholders, as well as those share that in any way come to be issued in the future, are subject to this Shareholders' Agreement. The following shall be automatically bound by this agreement: securities or notes issued by the SPE, securities or notes that may be converted into shares or may originate shares, that the parties to this Agreement come to be in possession of.

1.1.1. This Agreement shall be filed with the corporate books of the SPE, thereby establishing the *erga omnes* nature of its terms and conditions, and no person acquiring the SPE or other successors, including directors of the SPE, claim to be aware of it.

1.2. This Agreement shall be effective from the date of its execution and shall remain in force for the duration of the SPE, and it may only be amended upon unanimous vote of the shareholders signing it.

CLAUSE TWO - PERFORMANCE OF SHAREHOLDERS

2.1. The shareholders, as holders of the Shares of the SPE, shall act so as to support implementation of the PTCD, and as such are required to approve, subject to the provisions of this Agreement, execution by the SPE of the contracts required for development of the PTCD based on the Technical and Economic Feasibility Study – EVETEC (see Annex I of Bid Notice No. 002/2013-TERRACAP), the Master Project (see Annex II of Bid Notice No. 002/2013-TERRACAP), and all other applicable rules.

CLAUSE THREE - GENERAL MEETING OF SHAREHOLDERS

3.1. In order to leverage the resolutions described under Article 14 of the SPE's Articles of Incorporation, the shareholders shall meet periodically; at least once a month to make the decisions necessary for full development of the PTCD.

3.1.1. Without prejudice to subclause 3.1 above, the shareholders shall meet whenever convened pursuant to any of the methods provided in the SPE's Articles of Incorporation, through written correspondence sent by mail, facsimile and/or e-mail and with return receipt. It is certain that the General Meeting of all shareholders of the SPE shall be regularly called.

3.1.2. The General Meetings shall be chaired by any Director, Shareholder or Lawyer, proxy of a Shareholder, who shall designate one person attending the meeting, whether or not a shareholder of the SPE, to act as the secretary during the meeting.

3.2. The shareholders shall have the necessary authority to decide on any and all matters for which resolution competence falls with the General Meetings, as required by the Law of Business Corporations, the Articles of Incorporation or this Agreement. Except with regard to special and required cases prescribed by the applicable legislation, the decisions made at the General Meetings shall be approved by shareholders representing the total voting capital of the SPE, including in relation to the following resolutions:

I - A merger, spin-off, consolidation, takeover or reorganization of the SPE into or with another company; conversion into a new type of company or other manner of corporate reorganization;

II - Acquisition or disposition of any interest in other companies, as well as acquisition and disposition of securities convertible into shares and/or stock of another company, or execution of any contracts of partnership (“joint ventures”);

III - Authorization to SPE’s directors to file for self-bankruptcy or receivership under court supervision or otherwise on behalf of the SPE;

IV - Liquidation and dissolution of the SPE;

V - The decision to increase or decrease the number of seats in the Executive Board or other Boards, voluntary establishment of committees of any kind and/or any other similar bodies, with responsibilities relating to the administration or supervision of actions associated to the SPE;

VI - The allocation of profits and dividends, as well as any changes in the dividend policies of the SPE; provided, however, that the shareholders hereby agree that the SPE shall pay out its profits in the form of the winning bid of Bid Process No. 002/2013-TERRACAP, subject to the legal limitations and reserves and the resources committed to the schedule of contributions of the SPE;

VII – A change in the fiscal year of the SPE, or any change in the capital structure of the SPE;

VIII - Election of Directors and Board Members, including in the event of a vacancy in any office of the Executive Board or the other Boards, as set forth in the Articles of Incorporation in such cases;

IX – Preliminary approval of service providers to the SPE, including sub-contractors, and the drafts of the contracts to be signed by the SPE, specifically related to administration, implementation, development, operation, maintenance, and business management of PTCD’s infrastructure, as well as the design, development and construction of the PTCD;

X – Filing of any claim, whether administrative or judicial, or entering into any agreement on any proposed demand involving the interests of the SPE;

XI - Acquisition, disposal or encumbrance, by the SPE, of any real, intellectual and/or industrial property right, as well as execution by the SPE of intellectual or industrial property use licenses, whether owned by the SPE or third parties;

XII - Approval of any expenses and/or investments worth more than R\$500,000.00 (five hundred thousand reais);

XIII - Securitization of SPE's receivables, subject to the provisions herein. Such receivables shall be offered first to shareholders and/or companies affiliated with it, its subsidiaries or parent, which may submit their bids at the regular General Meeting, and the winning bid shall be the one providing the best economic outcome for the SPE, always taking into consideration the going rates for transactions of equal nature and volume. It is hereby agreed that any subsidiary, parent and/or affiliate of the bidding shareholder has priority for the structuring and negotiating of any and all transactions of this nature, provided that it verifies that it satisfies all the necessary conditions to ensure the best economic, financial, tax, and civil results to the SPE;

XIV - Anticipation of the planned funding, as well as the approval of additional contributions to the SPE;

CLAUSE FOUR – EXECUTIVE BOARD AND OTHER BOARDS

4.1. At any time a shareholder may request that the General Meeting removes any of the Directors or Board Members on reasonable grounds and, once the reason for the request has been verified, denial of dismissal shall occur only upon unanimous vote of the shareholders.

4.2. In case of dismissal, resignation, replacement or any other event that results in an office of Director or Board Member becoming vacant, the General Meeting shall be convened to elect their substitute, who shall complete the term of office of the replaced Director or Board Member.

4.3. The specific duties and responsibilities of Directors and Board Members are described in the Articles of Incorporation of the SPE.

CLAUSE FIVE - DECISIONS

5.1. The Executive Board and other Boards shall make their decisions and perform their activities based on moral, ethical, reputable and faithful behavior that is expected from their office, and shall focus on the powers conferred on them by legal and statutory provisions and by this Agreement, in particular, strictly upholding the principles of good corporate governance, due diligence, duty of loyalty, transparency and individual, social, environmental, administrative, civil, criminal, labor-related, tax, ethical and professional responsibility, always seeking to faithfully comply with the provisions in Bid Notice No. 002/2013-TERRACAP and its Annexes, as well as PPP Agreement No. 002/2013-TERRACAP and the resolutions of the General Meeting that do not thwart any other rule specified before.

CLAUSE SIX – FROM COMPLIANCE TO DESIGN

6.1. It's up to the Executive Board of the SPE to advance the venture called PTCD through

fulfillment of schedules, budgets, plans and projects approved at the General Meeting and whatever else is necessary, hereby stipulating the following timeframes and targets with the General Meeting:

I - Within 30 (thirty) days of incorporation of the SPE, submit preliminary architectural design of the venture to be set up, subject to the provisions in Annexes I and II of Bid Notice No. 002/2013-TERRACAP;

II - Within 60 (sixty) days from completion of the period prescribed in the preceding section, submit a detailed architectural design, along with a descriptive memorandum indicating (here as an illustration) the materials, manpower and equipment to be employed in the venture, in addition to the executive projects and detailed investment plan pursuant to the provisions in Annexes I and II of Bid Notice No. 002/2013-TERRACAP;

6.1.1. Prior to the General Meeting's resolution, the Executive Board shall submit the operation model for the SPE, and then perform the legal actions necessary to its achievement.

6.1.2. The designs, plans and memoranda submitted to the General Meeting for approval shall strictly meet the architectural criteria of the Specific Urbanization Project, as well as urban design, environmental, and structural standards, and restrictions and offsets stipulated under the environmental clearance approved by TERRACAP.

6.1.3. The duties assigned to the Board in subclause 6.1. above or any amendments thereto shall be agreed on at the General Meeting, and shall only be approved upon the unanimous consent of the shareholders.

CLAUSE SEVEN – ADMINISTRATIVE AND FINANCIAL MANAGEMENT

7.1. Monthly, the Executive Board shall submit to the General Meeting the budget and report verifying compliance with the details of the plan ratified herein, in addition to other information that it deems necessary with regard to regular performance of duties related to their office.

7.2. The Executive Board shall be in charge of the entire financial management of the venture pursuant to the Law, the Articles of Incorporation and this Agreement, and it shall be its responsibility to manage the SPE's revenues and expenditures and ensure transparency and efficiency in its management.

7.2.1. The term 'expenditure' refers to those values for which a triggering event has occurred during the determination period.

7.2.2. The determination of expenditures shall take place on a monthly basis and shall be based on financial statements, which must be submitted by the Executive Board and approved at the General Meeting.

7.2.3. The determination of the partnership's net income shall take place on a monthly basis, and it is the Executive Board's responsibility to provide monthly balance sheets and financial statements.

7.2.4. The respective share of the net income/profits shall be allocated to the individual

shareholders within 15 (fifteen) days after the monthly determination conducted by the Executive Board in the manner provided in Bid Notice No. 002/2013-TERRACAP and the winning bid to this bidding process, after all applicable deductions have been taken and acknowledged by the shareholders (expenses, charges, etc.), with full discharge for the distribution of profits as the transfers are made.

7.3. The SPE shall keep its own books, with records for individual operations specifically aimed at supporting the issuance of net income statements/balance sheets.

7.4. Since the Executive Board shall be in charge of accounting, it shall collect all taxes and other current and future charges related to the operations of the SPE, and shall provide proof of such collection.

7.5. The distribution of profits or determination of losses shall be consistent with the net income reported in the monthly statements, plus any early distributions of excess funds to the SPE or the need for additional contributions by the SPE. Such cases shall be decided by unanimous vote of the shareholders, based on the monthly reports for the financial performance of the business, which shall reflect inflows and outflows for the month, as well as reconciliations with bank statements.

7.5.1. Monthly reports shall be prepared by the Executive Board regardless of tax determinations, although they must be reconciled with these determinations.

7.6. All records shall be filed and maintained in good order under the Executive Board's custody and, at TERRACAP's request, a certified copy of the latest accounting and tax records must be forwarded to TERRACAP within 10 (ten) days after the monthly determination.

CLAUSE EIGHT – NON-COMPLIANCE OF THE EXECUTIVE BOARD

8.1. In the event of the Executive Board failing to comply with any deadlines, obligations and targets set forth in this Agreement, the shareholders shall convene the General Meeting pursuant to Article 123, sole paragraph, item “c” of Federal Law No. 6404/76, which the shareholders hereby deem to be fair reason for this call.

8.1.1. In the event the Executive Board is found to be in breach of their respective obligations, the shareholders are required by this Agreement to vote at the first General Meeting held after the non-compliance has been verified, regardless of any formality required to form the Board in arrears, on the immediate dismissal of its Directors, and electing a new Board on the same occasion, provided that the provisions hereof are observed.

8.1.2. For purposes of non-compliance and liability provided herein, breach of the conditions laid down in the documents approved by the General Meeting shall receive equal treatment.

8.1.3. The call specified in Subitem 8.1 above shall be dropped in the case of event that prevents the Executive Board from performing its duties, so long as judged upon the unanimous decision of the shareholders.

8.1.4. Replacement of Directors does not preclude the SPE or its shareholders from exercising their right to seek measures that aim to rectify the damage caused, such as the Responsibility Action described under Article 159 of Federal Law No. 6404/76.

CLAUSE NINE - EFFECTS

9.1. Any and all shares and securities convertible into shares issued by the SPE, which are subscribed for or acquired by the parties during the term of this Agreement, shall be considered subject to it from the time of their issuance, subscription or purchase, and all rights associated to them shall only be exercised in accordance with the rules and conditions set forth herein.

CLAUSE TEN - EXECUTION

10.1. In accordance with Article 118 and paragraphs of Law No. 6404/1976, this Agreement shall allow, among other matters, the right to self-protection by the shareholders, and the Chairman of the General Meeting or the collective Body for SPE's deliberation may not compute the votes cast by shareholders or their members who violate the provisions in this instrument, which is enforceable for all its effects.

CLAUSE ELEVEN – IRREVOCABILITY

11.1. The shareholders have signed this agreement irrevocably, and its dissolution shall only occur on the agreed termination upon the unanimous vote of the shareholders.

CLAUSE TWELVE – DISPUTE RESOLUTION

12.1. In case of any disputes arising from the relationship between the shareholders, the implementation of the project, or any activities of or related to the SPE, the matter shall be referred for arbitration as provided in Federal Law No. 9307/96; and this provision may be used as an arbitration clause for the purposes of the provisions of paragraph 1 of Article 4 of the Arbitration Act mentioned elsewhere.

12.2. For the purpose of Subitem 12.1. above, the International Chamber of Commerce – ICC shall be responsible for organizing and conducting the arbitration described herein, in accordance with its rules then in force, and the relevant procedures shall be undertaken in the city of Brasilia, Brazil, and reviewed by three (03) arbitrators selected as provided by said rules.

12.3. For the settlement of disputes that are subject to arbitration pursuant to Subitem 12.2. above, the arbitrators shall observe the following rules of law and in the order provided below:

I – The Brazilian law;

II – The general principles of law; and

III – Usage and practices for contracts of this nature.

12.4. The costs related to establishment of the arbitration shall be borne by the SPE. Once the arbitration award has been rendered, all expenses, including any attorneys' and expert's fees, shall be reimbursed to the SPE by the losing party. In the event of reciprocal attorney fees, the costs shall be allocated as provided in the arbitration award.

12.5. For as long as the company exists and pending resolution of any dispute subject to the

arbitration proceedings described herein, the Executive Board is required to maintain regular performance of the mission of the SPE, unless otherwise decided by express agreement or pursuant to a cautionary measure taken by the arbitration panel in view of the circumstances under which arbitration takes place.

12.6. The courts of Brasilia, Brazil, shall be the sole courts of jurisdiction, to the express exclusion of any other, however privileged, for judicial enforcement of the arbitration award or any other dispute with regard to the provisions under Subitem 12.1 above, as appropriate.

CLAUSE THIRTEEN - ARCHIVING AND CUSTODY

13.1. It is the obligation of the SPE to archive and retain the custody at its headquarters of any documents, modifications and amendments relating to this Agreement.

CLAUSE FOURTEEN – SUCCESSORS

14.1 - Potential successors in any capacity whatsoever to the ownership of shares and securities currently owned by contracting parties herein during the term of this Agreement shall be deemed to be bound to it, and shall comply with it in full, and shall similarly be entitled to all the rights granted herein.

CLAUSE FIFTEEN – THE REPRESENTATIVE

15.1. The shareholders designate as their representative for communications, to provide and receive information as requested with the SPE, pursuant to Article 118, Paragraph 10 of Law 6404/76, Mr./Mrs. (**insert name of representative in bold lowercase**), (nationality), (marital status), bearer of Identification Card (*cédula de identidade*) No. (insert number), (insert issuing authority), with Taxpayer Identification (CPF) No. (insert number), residing and domiciled at (insert full address, including town/city, state, country, and postal/zip code).

CLAUSE TWENTY-SECOND – JURISDICTION

16.1. To resolve any issues arising from this Agreement and that are not subject to arbitration hereunder, the parties, have agreed that the courts of Brasilia, Brazil, shall be the sole courts of jurisdiction, to the exclusion of any other, however privileged.

The parties have signed this Agreement, in the presence of two (02) witnesses, hereinafter named, on three (03) copies of equal content and form, with all pages initialed, one of which shall be filed with SPE's books of shares, thus becoming enforceable against third parties.

Brasilia,DF, XXXX XX, 2013.

Shareholders:

Federal District Development Agency –
TERRACAP

(name of winning bidder)

Witnesses:

Name:

CPF/MF:

Name:

CPF/MF: