

ANNEX XVIII

PUBLIC-PRIVATE PARTNERSHIP AGREEMENT

Through this Public-Private Partnership Agreement derived from Bid Notice No. 002/2013-TERRACAP held in accordance with Law No. 11079/2004 and other applicable laws, which is entered into in strict compliance with the law by **FEDERAL DISTRICT DEVELOPMENT AGENCY – TERRACAP** on the one hand, 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 Áreas Municipais – 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**; hereinafter also called **CONTRACTING PARTY**, and, on the other hand, **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 **CONTRACTOR**, have entered into this Agreement for the achievement of the objective below, which shall be governed by the covenants and conditions set forth herein and by the applicable laws and regulations.

CLAUSE ONE - PRELIMINARY PROVISIONS

SECTION I - DEFINITIONS

1.1. For the purposes of this Agreement, the following terms and phrases have the following meanings, unless another definition is expressly provided:

I - Shareholders Agreement and Other Covenants of the SPE: An agreement for the reconciliation of interests entered into by the shareholding parties that is duly filed at the headquarters of the SPE. Its purpose is to govern the purchase and sale of its shares, the right of first refusal to acquire these, the exercise of voting rights or the power to control or other covenants, which shall always be observed by the SPE and its members. Such obligations and liabilities resulting from shareholder agreements are valid and enforceable against third parties as soon as such agreements have been duly registered in SPE’s books of shares, as provided in Art. 118 of Law 6404/76. These may not override the provisions in the Articles of Incorporation and in Bid Notice No. 002/2013-TERRACAP and its other Annexes.

II - Minutes of the General Meeting for the Establishment of the SPE: Decision process for creating the SPE, taken by the shareholders’ deliberative body under the general meeting, which formalizes the intention to start the company and approves its Articles of Incorporation for registration with the relevant authorities.

III - Sponsored Concession: PPP type of concession for public services or public works when it involves, in addition to the rate charged to users, monetary compensation by the public partner to the private partner.

IV - Bidder, Bidding Company: Legal person that has participated in the bidding process, either on its own or as part of a consortium.

V - Concessionaire or Contractor: Special Purpose Company (SPE) established by TERRACAP and the winning bidder to sign this PPP Agreement.

VI - Contracting Party or Grantor: Agência de Desenvolvimento do Distrito Federal [Federal District Development Agency] – TERRACAP.

VII - Managing Company (EG): Legal person or consortium of large legal persons that is committed to the systematic use of innovation, well established in its industry or business sector, with great potential for generating wealth and development by attracting technology-based projects and intensive interaction with universities and science and technology research centers, which becomes the winning bidder and establishes the SPE along with TERRACAP to implement the provisions in Bid Notice No. 002/2013-TERRACAP and its Annexes.

VIII - Articles of Incorporation of the SPE: A legal instrument establishing the statutory rules and standards of the SPE, to be observed by all of its members.

IX - Technical and Economic Feasibility Study (TEFS): This is the set of studies required for the determination of technical, economic and environmental feasibility for the development of infrastructure works, or a group of works, in the industries considered, considering the proposed options, embodied primarily in studies for the implementation of a Technology Park in the Federal District, coupled with additional research and similar work, as well as other engineering, socioeconomic and environmental studies and assessments required.

X - Public-Private Partnership (PPP): Special type of concession where the Government assigns the provision of a public service, either with or without the development of public works, against payments made simultaneously by users and the State, or solely by the latter. The first case is called Sponsored Concession and the second case is known as Administered Concession.

XI - Technology Park: A science and technology organization that brings together technology companies and research and development institutions, fostering a culture of innovation, industrial competitiveness, business capacity building, and transfer of knowledge and technology between universities, research institutions and businesses, with a view to promoting development at local, regional and national level, and generating wealth for society.

XII - Parque Tecnológico Capital Digital [Digital Capital Science and Technology Park] (PTCD): For the purpose of this PPP Agreement, this refers to the Technology Park to be developed in the group of areas and high availability facilities located in Lot 1 of the Digital Capital Science and Technology Park (also called “PTCD” for short in this PPP Agreement). It is designed to run twenty four (24) hours per day, seven (07) days per week, with full

control and integrity of the Information Technology & Telecommunication infrastructure in it, regardless of external variables, to be implemented in the manner provided in Bid Notice No. 002/2013-TERRACAP and its Annexes.

XIII - Master Project: Master document that provides a systematic set of activities being carried out in order to accomplish an action, making up a tool that makes it possible to sort relevant information for the performance of a job. It is a sort of guide that establishes a correlation between partners, and human, financial, material, and technology resources available. It is a planning tool that provides a timeline and performance indicators; it outlines goals and objectives. The actions described in it provide for control and assessment.

XIV - Specific Urbanization Project: This term is used to describe the provision of an area with infrastructure and urban facilities (e.g. water, sanitation, gas, electricity, roads, entertainment areas, street lighting, etc.).

XV - Technical Projects Developed or Executive Projects: This is a set of the necessary and sufficient elements to develop the project to be implemented by the SPE, to the maximum possible level of detail in all its stages in accordance with the relevant standards by the Associação Brasileira de Normas Técnicas [Brazilian Association of Technical Standards] – ABNT – and other national and international standards contained in the master project specifications.

XVI - Internal Regulations of the Digital Capital Technology Park: This is the set of rules of coexistence to be observed and complied with by any user of the existing buildings in the area known as Lot 1 of the Digital Capital Technology Park.

XVII - Technical and Condominium Maintenance Services: Services for the maintenance of the building and electromechanical facilities required to ensure continued operation of ICT equipment at all times in the areas for which they are intended. This includes, but is not limited to, the operation and maintenance of building and electromechanical facilities, surveillance, fire brigade, and cleaning and cleaning inputs, in addition to the entire administrative structure for the buildings, e.g. reception, concierge, etc.

XVIII - SPE Parque Tecnológico Capital Digital S.A. (SPE): Special Purpose Company to be established by TERRACAP and the winning bidder. It must be established before this Public-Private Partnership Agreement is signed. The SPE shall be responsible for implementing the PPP Agreement and for all other obligations arising from the relevant bidding process, without prejudice to the responsibility of the winning bidder, i.e., the Managing Company, all pursuant to Bid Notice No. 002/2013-TERRACAP and its Annexes.

XIX - Information and Communication Technology (ICT): This encompasses all Information Technology (IT) and Telecommunications Technology (TT) services and products.

XX - Contractor: Legal person designated by the SPE as jointly liable for the satisfaction of any of the PTCO needs that are not met by the SPE itself.

XXI - Users: Third parties who trade or do business with the SPE for the purpose of using and/or enjoying PTCO premises, including any public or private organizations, research and technological development laboratories, technology-based companies, research institutes,

business support centers, and ventures to support the activities conducted in PTCD, as well as any natural persons associated to these or who somehow enter the PTCD.

SECTION II - APPLICABLE LEGISLATION

1.2. This agreement shall be governed by and construed in accordance with the laws in force in the Federative Republic of Brazil.

1.3. This Public-Private Partnership shall be governed by **Bid Notice No. 002/2013-TERRACAP and its Annexes**, as well as by the following **Federal Legislation**: Law No. 11079/2004 (PPP Act), Law No. 8987/95 (Concessions Act), Law No. 9074/95 (regulates the granting of concessions), Law No. 8666/93 (Procurement Act), Law No. 6404/76 (Corporate Law), Complementary Law No. 101/2000 (Fiscal Responsibility Act), Decree No. 5385/2005 (regulates the Steering Committee under the PPP Act), and Decree No. 5977/2006 (regulates the enforcement of the Concessions Act vis-a-vis the PPP Act); and by the following **Federal District Legislation**: Complementary Law No. 734/2006, Law No. 3792/2006 (establishes the PPP Program in the Federal District), Law No. 4167/2008 (Amends Law No. 3792/2006), Decree No. 27.965/2007 (endorses the Internal Regulations for the PPP Steering Board in the Federal District), Decree No. 28.813/2008 (declares the unenforceability of Decree No. 17733/96 regarding PPPs), Resolution No. 189/2008 (regulates the Control and Supervision of Bidding Procedures, Contract Award and Contract Implementation of PPPs by TCDF) and Decree No. 33.157/2011 (provides for the political coordination of PPPs in the Federal District).

SECTION III - ANNEXES TO THE AGREEMENT

1.4. The following Annexes are an integral part of this Agreement for all legal and contractual purposes:

- I** - Bid Notice No. 002/2013-TERRACAP;
- II** - Technical and Economic Feasibility Study – TEFS;
- III** - Master Project;
- IV** - Construction License No. 021/2012 – IBRAM/DF for the PTCD;
- V** - Descriptive Memorandum – MDE 052/09;
- VI** - Construction, Usage and Gauge Standards – NGB 002/07;
- VII** - Internal Regulations for the PTCD;
- VIII** - Valuation Report of the property used by TERRACAP
- IX** - Survey Report for the area covered by Lot 1 for the PTCD;
- X** - Letter of Authorization;
- XI** - Certificate of Competency;
- XII** - Statement of Receipt of Notice Components;

XIII - Statement of Compliance with Decree No. 4358, of September 5th, 2002;

XIV - Statement of Absence of Equivalent Documentation;

XV - Winning Bid;

XVI - Minutes of the General Meeting for the Establishment of the SPE;

XVII - Articles of Incorporation of the SPE; and

XVIII - SPE Shareholders Agreement.

CLAUSE TWO - PURPOSE

SECTION I - THE PPP

2.1. The purpose of this Agreement is to establish a PUBLIC-PRIVATE PARTNERSHIP (PPP) in the form of a Sponsored Concession between the CONTRACTING PARTY and the CONTRACTOR for the concession, for a period of twenty (20) years, extendable up to another fifteen (15) years of administration, deployment, development, operation, maintenance, and business management services for Digital Capital Science and Technology Park (PTCD)'s facilities. The CONTRACTOR shall design, create and build the PTCD on land currently located at Lote 1 of PTCD, and shall operate it at least according to the criteria set forth in Bid Notice No. 002/2013-TERRACAP and its Annexes.

2.1.1. The project must meet the criteria, technical specifications and timelines set out in Annexes I and II of Bid Notice No. 002/2013-TERRACAP, and the projects to be developed, implemented and operated by the CONTRACTOR must be based on concepts and requirements described in said Annexes.

2.1.2. Only the parameters, technical specifications and schedules established pursuant to Bid Notice No. 002/2013-TERRACAP may be changed, and it is not possible to do so in any other case.

2.2. CONTRACTOR shall:

I - Observe, comply with and enforce the provisions of Bid Notice No. 002/2013-TERRACAP and its Annexes;

II – Design or duly hire contractors to design the PTCD so as to house innovative companies in the technology and/or specialized services industry, describing uses and purposes in detail, and developing its business model;

III - Develop or duly hire contractors to develop all technical projects required to build the facilities and obtain the necessary approval with the relevant authorities in accordance with the legislation in place;

IV - Perform or duly hire contractors to perform the works related to the PTCD;

V - Operate or duly hire contractors to operate the PTCD, striving for excellence of products and services available on site;

VI – Perform or duly hire contractors to perform maintenance of the PTCD, ensuring that all of its needs are met;

VII - Manage the business aspects of the PTCD, especially in order to ensure or duly hire contractors for the management of administrative aspects, security services, internal transportation of personnel, building maintenance (general services), real estate operations, (lease, built to suit, built to suit and operate, co-location, among other possible legally, except for a transfer of ownership to third parties), ICT operations, energy trading, water and sewage services, network management and systems (datacenter, storage, etc..) and communication of voice and data, network data communications, ultra broadband Internet, wireless broadband Internet, corporate telephony, Video Conferencing, CCTV (Closed Circuit Television), and Web Site Hosting content, electronic mail, network management support services, living (food, fitness, banking, various shops, a convention center, hotel);

VIII - Make services to technological innovation (participation in joint ventures, formation of a PTCD investment fund, allocation of risk capital, etc.) and promotion of cooperative interactions between institutions located in PTCD (participation in research and development, patenting and copyright management, incubation, creation of startups, etc..).

SECTION II - THE AREA

2.3. The PTCD shall be developed on an estimated area of 123 hectares, approximately 95,89 (ninety-five point eighty-nine) hectares, about 958,898 (nine hundred fifty-eight thousand eight hundred ninety-eight) square meters valued at R\$1,164,390,000.00 (one billion, one hundred sixty four millions, three hundreds ninety thousands reais), located in the northern of Brasilia, in a piece of land bordered ahead with Estrada Parque Indústria e Abastecimento (EPIA), the background with the public highway by right and left sides with access roads to the Parque Nacional de Brasília and to the south and west by the Parque de Exibições da Granja do Torto, designated by the chamfer with Balloon Torto, this land designated as **Lot 1 of the Parque Tecnológico Capital Digital** (in thid Bid and annexes also referred to as PTCD), which will be used to build the Technology Park in its entirety, as well as for the implementation of the relevant activities.

SECTION III - TERM

2.4. The term of this Agreement shall be for a period of twenty (20) years, which may be extended in accordance with Bid Notice No. 002/2013-TERRACAP, always counted pursuant to the Brazilian civil procedural legislation, from its Effective Date.

2.4.1. For all purposes of this Agreement, the Effective Date is the date on which the suspensive condition for publication of the extract of this Agreement in the Official Gazette of the Federal District is implemented.

SECTION IV - AMOUNT OF THE AGREEMENT

2.5. The amount of this Agreement, which corresponds to the present value of R\$ 2,472,269,208.00 (two billion, four hundred seventy two million, two hundred sixty nine thousand, two hundred and eight reais).

2.6. The amount of this Agreement is intended for information purposes only, and may not be used by any of the parties to claim restoration of the economic and financial balance of the Agreement.

SECTION V - CONSTRUCTION WORKS AND SERVICES

2.7. The works and services described in Bid Notice No. 002/2013-TERRACAP and its Annexes, particularly in Annexes I and II, are the responsibility of the CONTRACTOR, who shall be responsible for all actions necessary to hire and fully implement the relevant contractors pursuant to the parameters, technical specifications and schedules established therein, and shall be in charge of making the relevant payments.

CLAUSE THREE - RIGHTS AND DUTIES

SECTION I - THE CONTRACTOR

SUBSECTION I - MISCELLANEOUS DUTIES

3.1. The following are duties of the CONTRACTOR during the entire term of the PPP:

I - Fully comply with and enforce this Agreement in accordance with the legal and regulatory provisions of Bid Notice No. 002/2013-TERRACAP and its Annexes;

II - Comply with statutory regulations regarding labor, social security, occupational safety and health concerning their employees and outsourced workers;

III - Maintain during the term of this Agreement, for the applicable circumstances, all conditions of competency and qualification required by the bidding process;

IV – Maintain or require, for all activities related to implementation of engineering services, compliance with the Conselho Regional de Engenharia, Arquitetura e Agronomia [Regional Council of Engineering, Architecture and Agronomy] – CREA, including for the outsourced workers;

SUBSECTION II – OPERATING ACTIVITIES

3.2. Once this Agreement has been executed, the CONTRACTOR shall become operational in order to fulfill the objectives described in Bid Notice No. 002/2013-TERRACAP, pursuant to the procedures and timelines stipulated in Annexes I and II of said Notice, the failing of which would be a contractual breach and, as a result, would give rise to sanctions herein and contractual and legal sanctions.

3.3. CONTRACTOR shall be managed on the basis of principles of sound corporate governance, due diligence, duty of loyalty, transparency and individual, social, environmental, administrative, civil, criminal, labor, tax, ethical, and professional responsibility, always in pursuit of full compliance with the provisions of Bid Notice No. 002/2013-TERRACAP and its Annexes.

3.3.1. Pursuant to Bid Notice No. 002/2013-TERRACAP, the activities to be performed by CONTRACTOR may be outsourced, provided that the third-party companies are formally hired through a valid contractual arrangement, which must ensure compliance with the

requirements described in Bid Notice No. 002/2013-TERRACAP and its Annexes.

3.3.2. The CONTRACTOR shall be responsible for representing, coordinating and taking any actions required at all stages of the constructions works and performance of services, internal activities related to managing the works, supervision, quality control and management of contractors pursuant to the guidelines set forth in Bid Notice No. 002/2013-TERRACAP and its Annexes.

3.3.3. The CONTRACTOR is hereby advised that it is solely responsible for obtaining from the competent authorities all permits required for implementation of the works and smooth functioning of the project to be built on Lot 1 of the Digital Capital Technology Park, notwithstanding any outsourcing of services.

3.4. The Contractor may exclusively Perform or duly hire contractors, the business management of PTCD, can negotiate, hire and explore the site the following products and services described in item 4.1 of the Technical Report 5_9, Análise de Viabilidade – Conclusão do EVTEC (Anexo I).

3.4.1. The products and services for purposes of Subitem 3.4. above, when outsourced pursuant to Subitem 8.2.1. of Bid Notice No. 002/2013-TERRACAP, may be acquired by the CONTRACTOR for a period exceeding that of the PPP described in said Notice or exceeding its expiration date with a view to ensuring continued operation of the PTCD, without prejudice to the fact that TERRACAP or the new management of the PTCD that succeeds the management arising out of Bid Notice No. 002/2013-TERRACAP may review the contracts in place so as to revise them or terminate them according to the performance of contractors against their contractual obligations, as well as the conditions of their engagement, and this caveat should be stated explicitly in their contracts.

3.4.2. With regard to the real estate business in particular, the CONTRACTOR is authorized to enter into contracts for a period exceeding the PPP described in Bid Notice No. 002/2013-TERRACAP or exceeding its expiration date so as to allow large companies whose business is related to the PTCD may set up business in the venue, with the exception of Subitem 3.4.1. not applying in this case.

3.4.3. The SPE should promote the development of model contracts for celebration with vendors, customers and users of any kind, as appropriate, subject to the obligations in the Bid Notice No. 002/2013 - TERRACAP and its Annexes, being cogent to providing the same of products and services with a minimum PTCD parameters arranged in EVTEC (Annex I), but being provided, however, contracting with these parameters in lower as interest for the use of the same and / or its installation on site.

SUBSECTION III - CORPORATE GOVERNANCE

3.5. The CONTRACTOR shall observe corporate governance standards and use standardized accounting and financial statements, and shall also provide the CONTRACTING PARTY until the fifteenth (15th) day of May of the following fiscal year, regardless of its statutory duty towards the same, with full financial statements, i.e., Balance Sheet (BP), Statement of Net Income for the Year (DRE), Statement of Cash Flow (DFC), Statement of Changes in Equity (DMPL), and Statement of Value Added (DVA) with the explanatory notes thereto and the Reports of the Executive Directors and of the Supervisory Board and Board of Directors, the Reports of Independent Auditors, as well as the year-end balance sheet with any adjustments made and their balances.

3.5.1. If the CONTRACTOR creates subsidiaries, the financial statements listed above shall also be submitted individually for each incorporated subsidiary.

3.5.2. The CONTRACTOR shall maintain an updated inventory and record of reversible assets as provided under Bid Notice No. 002/2013-TERRACAP and the legislation in force.

SUBSECTION IV – EQUITY CAPITAL

3.6. It is the CONTRACTOR's responsibility during the term of this Agreement to maintain equity capital subscribed and paid in as stated in the winning bid and pursuant to Bid Notice No. 002/2013-TERRACAP, and under no circumstances shall its reduction be allowed.

SUBSECTION V – FIRE INSURANCE

3.7. It is the CONTRACTOR's responsibility to hire fire insurance by itself or through third parties who hire said insurance on site, and the relevant cost may be apportioned by the latter in favor of the CONTRACTOR.

SECTION II - THE CONTRACTING PARTY

3.8. The following are rights and duties of the CONTRACTING PARTY:

I - Ensure performance of contractual obligations, pursuant to the rights of the CONTRACTING PARTY, CONTRACTOR and Users;

II - Regulate the provision of services at the PTCD, and its operation and maintenance;

III - Require CONTRACTOR to strictly comply with contractual specifications and rules;

IV - Comply with and ensure compliance with the regulations of the PPP;

V - Ensure the good quality of works and services, as well as receive and investigate feedback and complaints from Users;

VI - Reject or stop any ongoing service which endangers public safety or property of others;

VII – Perform, at its discretion, audits or inspections to check the status of facilities, equipment, safety capabilities and operation of the PTCD;

VIII - Monitor and provide its best support to the CONTRACTOR in its institutional dealings with the relevant authorities;

IX – Engaging with the CONTRACTOR to deal with public agencies, as Grantor, in order to execute all necessary agreements and partnerships for the implementation of this PPP;

X - Report to CONTRACTOR immediately when summoned or notified of any lawsuit or administrative proceeding that may result in a liability for the CONTRACTOR, including procedural terms and deadlines, as well as use its best efforts for the benefit of shared interests, performing all applicable procedural actions to this end;

XI - In view of its institutional mandate, collaborate with the financing entities of the CONTRACTOR with a view to supporting investment financing in order to help fully implement the PPP; and

XII - Avail itself of any procedural tools for third party intervention.

SECTION III - USERS

3.9. The following are rights and duties of Users:

I - Receive appropriate service under the standards of service set by the CONTRACTING PARTY and CONTRACTOR;

II - Receive from the CONTRACTOR all information on issues related to the required fees to use and enjoy the PTCD;

III - Fulfill their obligations vis-a-vis the PTCD and the CONTRACTOR, except in those cases provided by law;

IV - Bring to the attention of the CONTRACTING PARTY, the CONTRACTOR and the relevant authorities any violations that they become aware of relating to the works and services provided; and

V - Help maintain the good conditions of assets and activities related to the PTCD.

CLAUSE FOUR – CONTRACTOR’S REMUNERATION

4.1. The CONTRACTOR may locally and exclusively negotiate, engage and sell the following products and services described in Subitem 3.4 of this PPP Agreement, and is entitled to all the proceedings arising from this business, pursuant to the winning bid and provisions in Bid Notice No. 002/2013-TERRACAP and its Annexes. This remuneration that considered herein as nature tariff charged by third party users.

4.2. With a view to facilitating this project, the CONTRACTING PARTY, as shareholder of the CONTRACTOR, shall waive its share of profits from the SPE in favor of the EG for as long as this PPP exists and pursuant to the winning bid as consideration for the PPP described herein under Section II of Article 6 of Federal Law No. 11079/2004, and this remuneration is not based on the payment of fees since it is from the CONTRACTING PARTY to the CONTRACTOR.

CLAUSE FIVE - RISK ALLOCATION

5.1. The risks arising from implementation of the PPP Agreement shall be allocated to the CONTRACTOR, pursuant to the terms and conditions set forth in Bid Notice No. 002/2013-TERRACAP and its Annexes, as well as the bid submitted during the bidding phase.

CLAUSE SIX – ECONOMIC AND FINANCIAL BALANCE

6.1. Whenever the requirements in this Agreement are met and the allocation of risks therein is observed, its economic and financial balance is deemed to exist.

6.2. The economic and financial balance of the Agreement shall be maintained through adjustment and revision mechanisms, which shall strictly enable an extension of the Agreement term or percentage or time of receipt of credits arising from profit sharing by TERRACAP.

CLAUSE SEVEN - SUPERVISION

7.1. Supervision of the PPP shall be performed by CONTRACTING PARTY, as well as by the relevant public authorities.

CLAUSE EIGHT - SANCTIONS

8.1. All actions performed by the CONTRACTOR that are damaging to implementation of this PPP Agreement shall be subject, by direct and exclusive responsibility of the WB, to the following penalties:

I – A warning;

II – A fine;

III – Temporary suspension of the right to bid and contract with TERRACAP and its subsidiaries for a period not exceeding two (2) years;

IV – Declaration of ineligibility to bid and contract with the Government so long as the reasons for punishment remain or until eligibility is reinstated with the authority imposing the penalty.

8.2. No sanction shall be imposed without due administrative process.

8.2.1. Penalties shall be enforced after the bidder has presented its defense, within five (05) working days from notification of the action.

8.2.2. In case of a warning, fine for partial or total nonperformance of any provisions of this PPP Agreement and temporary suspension, an appeal may be filed within five (05) working days from notification of the action.

8.2.3. During the defense and appeal periods, interested parties shall be allowed to have access to the record.

8.2.4. Appeals against the imposition of penalties shall not have suspensive effect, and the CONTRACTING PARTY may make them suspensive.

8.3. A warning can be made in the following circumstances:

I - Breach of contractual obligations that do not result in any damage to the CONTRACTING PARTY;

II - Substandard performance or minor disturbances to the development of works or provision of services, provided that their severity does not also warrant enforcement of a fine, temporary suspension or declaration of ineligibility.

8.4. The CONTRACTING PARTY may impose on the CONTRACTOR, by direct and exclusive responsibility of the WB, a fine for partial or total nonperformance of any provisions of this PPP Agreement that corresponds to up to twenty per cent (20%) of capital of SPE.

8.4.1. The fine may be applied cumulatively with other sanctions, shall not be of a compensatory nature and its payment shall not relieve the CONTRACTOR, by direct and exclusive responsibility of the WB, from the obligation to indemnify for any damages.

8.4.2. The fine enforced against the CONTRACTOR and the damage caused by it to the CONTRACTING PARTY shall be deducted from any credit due to it, collected in court or otherwise.

8.4.3. The CONTRACTOR herein authorizes the CONTRACTING PARTY to deduct the fines imposed on the CONTRACTOR from any amounts owed by the CONTRACTOR.

8.5. A temporary suspension may be imposed in the following circumstances:

I - Submission of false or counterfeit documents and any fraudulent act, except in the case of a declaration of ineligibility;

II - Repetition of substandard construction works or services;

III – Unjustified delay in the development/completion of works or services in a manner that is not consistent with the provisions of this PPP Agreement;

IV - A repeat warning and/or fine;

V - Non-compliance that gives cause to contract termination;

VI - Final sentencing for any tax evasion;

VII - Wrongful acts intended to have an adverse impact on implementation of this PPP Agreement;

VIII - Wrongful acts that show that the CONTRACTOR is not qualified to contract with the CONTRACTING PARTY;

8.6. Declaration of ineligibility may be proposed to the President of TERRACAP in case of proven bad faith, malicious and premeditated action to damage the PPP Agreement or TERRACAP, evidence of vested interests or repetition of breaches that result in damage to TERRACAP or recurring application of other penalties.

CLAUSE NINE - TERMINATION AND EXTENSION OF AGREEMENT

9.1. Once the concession period provided under Subitem 2.1. ends, if good management by the WB, whose evaluation will be conducted objectively based on the criteria set forth in subitem 10.1.1 of this Notice, TERRACAP may to promote the extension of the PPP object of this Notice and its Annexes by means of a formal Addendum, for a maximum period of up to over 15 (fifteen) years, ie, bringing the partnership to the legal limitation of 35 (thirty five) years, keeping the SPE

unscathed until overtaken any termination or termination of the legal relationship between the parties for the extinction of the new contract term or legal term.

9.1.1. Are criteria for evaluating performance for purposes of the extension disposed in subitem 9.1. this Agreement:

- a) The ROE (Return on Investment) real equal to or higher than 5.0% (five percent) per year;
- b) At least five (05) Cooperation Agreements with other Technology Parks; and
- c) At least three (03) Terms of Cooperation with incubators, primarily located in the Federal District, which consider the possibility of supporting the projects of external funds for investment in technological development projects, both for companies and for incubated companies PTCD installed in the area.

9.1.2. If such ROE is not reached, and if on the other hand such a situation does not arise from poor management by the WB, TERRACAP shall perform an evaluation of the PPP in place so that if at least fifty percent (50%) of ROE and seventy percent (70%) of the remaining goals and schedule outlined in Annexes I and II of this Notice are achieved, then a formal Addendum is executed to extend the relationship between the parties pursuant to Subitem 9.1.

9.1.3 The targets set in paragraphs "a" and "b" of subitem 9.1.1 shall be achieved within ten (10) years after the date of incorporation of the SPE, and should continue, with the minimum number of terms of cooperation there willing, by the end of the initial term of the PPP for the purpose of allowing the extension based on these criteria, unless accepted by TERRACAP just motivation that justifies the impossibility of compliance with such parameters as the possible addition.

CLAUSE TEN – REVERSIBLE ASSETS

10.1. Once the contractual relationship ends, arising out of this Notice and its Annexes, all SPE's shares held by the WB shall be not onerously transferred to the TERRACAP within one hundred and eighty (180) days, including in the same manner full transfer of possession and ownership of all assets of any kind (tangible and intangible assets; movable and immovable assets; fungible and non-fungible assets; contracts with third parties; necessary, useful or superfluous accessions and improvements, etc.), on behalf of said company, with termination of the existing PPP as a result.

10.1.1. Once the reversion of assets and ownership in favor of the TERRACAP set forth in Subitem 10.1 above is complete, the TERRACAP may, provided that the relevant legal requirements are observed, liquidate the SPE and assume all of its rights and obligations, or even transform the SPE into a public company or semi-public company; hold a new bidding process to set up a new PPP pursuant to criteria that are convenient; or even make an IPO. Such option shall be validated in due legal course in order to end the SPE or maintain it in regular operation, as appropriate.

CLAUSE ELEVEN - FINAL PROVISIONS

SECTION I - ARBITRAGE

11.1. In case of any disputes arising from or connected to this PPP and the PPP Agreement, 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.

11.2. For the purpose of Subitem 11.1. above, the Câmara de Arbitragem de Mercado - CAM 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.

11.3. For the settlement of disputes that are subject to arbitration pursuant to Subitem 11.2., 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.

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

11.5. For as long as the PPP exists and pending resolution of any dispute subject to the arbitration proceedings described herein, the CONTRACTOR is required to maintain regular performance of this PPP Agreement, 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.

SECTION II - JURISDICTION

11.6. 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 this PPP, as appropriate.

The parties have signed this Agreement on two (02) copies of equal content and form in the presence of the witnesses hereinafter named.

Brasilia, XX XXXX, 2013.

Shareholders:

**Agência de Desenvolvimento do Distrito
Federal (Federal District Development
Agency) - TERRACAP**

(name of winning bidder)

Witnesses:

Name:
CPF/MF:

Name:
CPF/MF: