

**Transaction Agreement
Relating to
Third Amended and Restated Limited Liability Company Agreement of Quattro Parent
LLC**

This Agreement (this “**Agreement**”), dated as of October 9, 2015, is by and among Quattro Parent LLC, a Delaware limited liability company (the “**Company**”), and the Contributing Investors (defined below).

Background:

- A. Concurrently herewith, each of the parties to this Agreement is executing and delivering the Third Amended and Restated Limited Liability Company Agreement of Quattro Parent LLC attached hereto (the “**Amended Operating Agreement**”).
- B. The Amended Operating Agreement will only be effective if and when certain conditions occur as set forth therein.
- C. The parties to this Agreement desire to set forth, among other things, certain agreements relating to the operation and governance of the Company during the period (the “**Interim Period**”) between the date hereof and the Effective Time (as defined below).

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each party hereto, intending to be bound, hereby agrees as follows:

1. Certain Defined Terms. Capitalized terms that are used herein, but which are not otherwise defined herein, are used herein with the meanings ascribed to such terms in the Amended Operating Agreement, regardless of whether or when the Amended Operating Agreement shall become effective.
2. Anatel Approval. The parties agree to fully cooperate and to use their respective reasonable commercial efforts to submit an application to Anatel for the Anatel Approval and to use their respective reasonable commercial efforts to obtain such Anatel Approval as soon as possible.
3. Actions During Interim Period. The parties agree that, during the Interim Period, they will not, and will not permit the Company to, take any action that would be inconsistent with implementing the provisions of the Amended Operating Agreement. Without limiting the foregoing, during the Interim Period, without the consent of the Zaki Member, there will be no amendment to the Second A&R LLC Agreement, the Company will not issue any additional Series A Units or other Membership Interests or Membership Interest Equivalents, and the Company will not take any action that would require the approval of a Supermajority-in-Interest or the approval of IFC under the Amended Operating Agreement if the Amended Operating Agreement was in effect. If (i) the Anatel Approval is denied, (ii) the Anatel Approval is either not granted or not approved by December 15, 2015, or (iii) the Company commences bankruptcy (including judicial or extra judicial *reorganização*), liquidates, dissolves or winds up its or any of its Key Subsidiary’s affairs, the obligations of the parties under this Agreement shall terminate, and the Amended Operating Agreement shall not go into effect and shall be deemed null and void.

4. Subscription Provisions. On the terms and subject to the conditions of this Agreement, the Zaki Member agrees to subscribe and pay for 100,000,000 fully paid and non-assessable Series A Units of the Company (the “**New Zaki Member Series A Units**”). The subscription price shall equal US\$0.075 per New Zaki Member Series A Unit (the “**Zaki Member Subscription Price**”).
 - 4.1. Within five (5) Business Days after the Anatel Approval is granted, the Zaki Member shall pay the Zaki Member Subscription Price to the Company in immediately available funds.
 - 4.2. Upon delivery of the consideration set forth in Section 4.1 above, the Company shall issue Membership Certificates to the Zaki Member in such denominations as the Zaki Member shall reasonably request covering the New Zaki Member Series A Units
5. Effective Date. The Amended Operating Agreement shall become effective as of the time that the following two conditions shall both have been satisfied: (x) the Company shall have received \$7,500,000 in immediately available funds from the Zaki Member in consideration for the issuance to him of 100,000,000 Series A Units as set forth above in Section 4; and (y) the Anatel Approval shall have been granted (the “**Effective Time**”);
6. Miscellaneous.
 - 6.1. Notices. Any notice, request or other communication to be given or made under this Agreement shall be in writing and all such notices shall be delivered in accordance with and shall be deemed to be received in accordance with the notice provisions of the Amended Operating Agreement.
 - 6.2. Applicable Law and Jurisdiction.
 - 6.2.1. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, United States of America, without giving effect to principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of the laws of another jurisdiction.
 - 6.2.2. For the exclusive benefit of each Contributing Investor, each Contributing Investor (other than IFC) and the Company irrevocably agrees to venue being laid in the courts of the United States of America located in the Southern District of New York or in the courts of the State of New York located in the Borough of Manhattan, in any legal action, suit or proceeding arising out of or relating to this Agreement, and waives any objections to venue based on grounds of *forum non conveniens* or inconvenient forum.
 - 6.2.3. For the exclusive benefit of each Contributing Investor, each Contributing Investor (other than IFC) and the Company irrevocably submits to personal jurisdiction of any such court in any such action, suit or proceeding. Final judgment against any Contributing Investor or the Company in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, including Brazil, by suit on the judgment, a certified or exemplified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law.

- 6.2.4. The parties acknowledge and agree that no provision of this Agreement in any way constitutes or implies a waiver, termination or modification by IFC of any privilege, immunity or exemption of IFC granted in the Articles of Agreement establishing IFC, international conventions or applicable law.
- 6.2.5. The Company hereby irrevocably designates, appoints and empowers National Corporate Research, Ltd. with offices currently located at 10 East 40th Street, 10th Floor, New York, New York, 10016, United States of America as its authorized agent solely to receive for and on its behalf service of any summons, complaint or other legal process in any action, suit or proceeding Purchaser may bring in the State of New York in respect of this Agreement.
- 6.2.6. As long as this Agreement remains in force, the Company shall maintain a duly appointed and authorized agent to receive for and on its behalf service of any summons, complaint or other legal process in any action, suit or proceeding any Contributing Investor may bring in New York, New York, United States of America, with respect to this Agreement. The Company shall keep each Contributing Investor advised of the identity and location of such agent.
- 6.2.7. Each of the Contributing Investors (other than IFC) and the Company also irrevocably consents to the service of such papers being made by mailing copies of the papers by registered United States air mail, postage prepaid, to each such Contributing Investor and the Company at its address specified pursuant to Section 6.1. In such a case, each Contributing Investor shall also send by facsimile, or have sent by facsimile, a copy of the papers to the other parties.
- 6.2.8. Service in the manner provided above in any action, suit or proceeding will be deemed personal service, will be accepted by each of the Contributing Investors (other than IFC) and the Company as such and will be valid and binding upon each of the Contributing Investors (other than IFC) and the Company for all purposes of any such action, suit or proceeding.
- 6.2.9. Each of the Contributing Investors (other than IFC) and the Company irrevocably waives to the fullest extent permitted by Applicable Law its right of removal of any matter commenced by any Contributing Investor in the courts of the State of New York to any court of the United States of America.
- 6.2.10. Each party irrevocably waives to the fullest extent permitted by Applicable Law any and all rights to demand a trial by jury in any such action, suit or proceeding brought against such party.
- 6.2.11. Each Contributing Investor (other than IFC) and the Company hereby acknowledges that IFC shall be entitled under Applicable Law, including the provisions of the International Organizations Immunities Act, to immunity from a trial by jury in any action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby brought against IFC in any court of the United States of America.
- 6.2.12. To the extent that each of the Contributing Investors (other than IFC) or the Company may, in any action, suit or proceeding brought in any of the courts referred to above or a court of Brazil or elsewhere arising out of or in connection

with this Agreement, be entitled to the benefit of any provision of law requiring the applicable Contributing Investor in such action, suit or proceeding to post security for the costs of each such Contributing Investor or the Company, or to post a bond or to take similar action, each such Contributing Investor and the Company hereby irrevocably waives such benefit, in each case to the fullest extent now or in the future permitted under the laws of Brazil or, as the case may be, the jurisdiction in which such court is located.

- 6.2.13. Nothing in this Agreement shall affect the right of any Contributing Investor to commence legal proceedings or otherwise sue any Contributing Investor (other than IFC) or the Company in Brazil or any other appropriate jurisdiction, or concurrently in more than one jurisdiction, or to serve process, pleadings and other legal papers upon each such Contributing Investor or the Company in any manner authorized by the laws of any such jurisdiction.
- 6.3. Successors and Assigns. This Agreement binds and benefits the respective successors and permitted assignees of the parties. However, none of the parties hereto may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of each of the other parties hereto.
- 6.4. Amendments, Waivers and Consents. Any amendment or waiver of, or any consent given under, any provision of this Agreement shall be in writing and, in the case of an amendment, signed by all of the parties hereto.
- 6.5. Counterparts; Signatures. This Agreement may be executed in several counterparts, each of which is an original, but all of which constitute one and the same agreement. Copies of signatures to this Agreement sent by telefacsimile transmission or by electronic mail in pdf format shall be deemed to be originals.
- 6.6. Legal Fees. The Company shall pay to each Contributing Investor or as such Contributing Investor may direct the fees and expenses of such Contributing Investor legal counsel in the United States of America and Brazil up to an amount not to exceed \$80,000 with respect to the Zaki Member, \$35,000 with respect to the Soros Member, and \$35,000 with respect to IFC (the “**Capped Amount**”), incurred in connection with the preparation and/or review, execution and, where appropriate, translation, registration, amendment, supplement or modification of, or waiver under, the this Agreement, the Amended Operating Agreement and any other documents related to any of them.
- 6.7. Specific Performance. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed by them in accordance with the terms hereof or were otherwise breached and that each party shall be entitled to an injunction or injunctions to prevent breaches of the provisions hereof and to specific performance of the terms hereof, in addition to any other remedy at law or equity, and each party hereby waives any requirement for the security or posting of any bond in connection with such relief.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names, as of the date first written above.

COMPANY:

QUATTRO PARENT LLC

By: _____

Name: Fares Amin Nassar
Title: Manager

SOROS:

QUANTUM STRATEGIC PARTNERS, LTD.

By: _____

Name: Thomas L. O'Grady
Title: Attorney-In-Fact

IFC:

INTERNATIONAL FINANCE CORPORATION

By: _____

Name:
Title:

ZAKI:

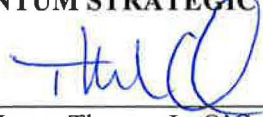
Zaki Rakib

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COMPANY: **QUATTRO PARENT LLC**

By: _____
Name: Fares Amin Nassar
Title: Manager

SOROS: **QUANTUM STRATEGIC PARTNERS, LTD.**

By:  _____
Name: Thomas L. O'Grady
Title: Attorney-In-Fact

IFC: **INTERNATIONAL FINANCE CORPORATION**

By: _____
Name:
Title:

ZAKI: _____
Zaki Rakib

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names, as of the date first written above.

COMPANY: **QUATTRO PARENT LLC**

By: _____
Name: Fares Amin Nassar
Title: Manager

SOROS: **QUANTUM STRATEGIC PARTNERS, LTD.**

By: _____
Name: Thomas L. O'Grady
Title: Attorney-In-Fact

IFC: **INTERNATIONAL FINANCE CORPORATION**

By: Maria C. Kozloski
Name: Maria C. Kozloski
Title: Senior Manager

ZAKI: _____
Zaki Rakib

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names, as of the date first written above.

COMPANY: **QUATTRO PARENT LLC**

By: _____
Name: Fares Amin Nassar
Title: Manager

SOROS: **QUANTUM STRATEGIC PARTNERS, LTD.**

By: _____
Name: Thomas L. O'Grady
Title: Attorney-In-Fact

IFC: **INTERNATIONAL FINANCE CORPORATION**

By: _____
Name:
Title:

ZAKI:



Zaki Rakib