

EXHIBIT 6.1(xi)(b)
PRINCIPLES AND PARAMETERS OF THE INFRASTRUCTURE SHARING
AGREEMENT
(“Term Sheet”)

This Term Sheet defines the principles and parameters that shall guide the execution of the Infrastructure Sharing Agreement (“Sharing Agreement”) between Seller, Oi and/or Telemar (“Oi/Telemar”) and each SPE Movable, pursuant to Clause 6.1(ix)(b) of the Agreement (as defined below).

This Term Sheet is an integral part of the Share Purchase Agreement and Other Covenants to be executed between the Parties (“Agreement”) and its purpose must be understood as a part of the transactions provided for in the Sale and Purchase Agreement.

In the event of implementation of the Segregation and Allotment Plan up to the Closing Date, Oi/Telemar undertakes to enter a Sharing Agreement with each SPE Movable resulting from the Segregation and Allotment Plan, it being certain that the Sharing Agreement of the SPE Movable shall jointly reflect the conditions provided for in this Term Sheet. For clarification purposes, Buyers may, at their exclusive discretion, separate the terms, conditions and the obligations contained in this Term Sheet between the Sharing Agreement that will be entered into with the SPE Movable, provided that the terms and conditions of such instruments jointly reflect the same terms and conditions as those agreed upon this Term Sheet.

Unless otherwise expressly provided for in this Term Sheet, the terms in capital letters herein provided for will have the meanings attributed thereto in the Agreement.

1. Object

The purpose of the Sharing Agreement will be establishing the conditions for sharing passive infrastructure items, by means of assignment for use of areas in fixed towers (“Infrastructure Items”) and of areas in buildings for installation of equipment (“Colocation”), for exclusive use of SPE Movable, with the sole purpose of provision of its telecommunication services (“Infrastructure Sharing”).

The Infrastructure Sharing will comprise (a) the onerous assignment for use of aerial and terrestrial area in 1,474 Towers by Oi/Telemar to SPE Movable pertaining to the C1 category, according to inventory that will be attached to the Sharing Agreement; and (b) the Colocation in real properties with area of 645 square meters or the currently occupied area, whichever is the larger, for installation of the SPE Movable equipment.

The Sharing Agreement will include a detailed description of the Infrastructure Sharing, under the terms and conditions defined therein, and it will be governed by the sectoral regulations, to the extent applicable.

2. Assignment for Use

The Infrastructure Sharing, in each Infrastructure Item, will be performed under the following terms and conditions:

- Aerial space (AEV): area occupied by air (in square meters) corresponding to the SPE Movable's Equipment installed at Closing ("Contracted AEV");
- Indoor terrestrial area: area occupied by SPE Movable at Closing ("Contracted Indoor Area"); and
- Outdoor terrestrial area: area occupied by SPE Movable at Closing ("Contracted Outdoor Area").

The additional occupancy of AEV aerial space above the "Contracted AEV" per Tower will give rise to an amount charged per additional square meter equivalent to the additional AEV space effectively used ("Contracted AEV Additional Cost"), according to a parameter to be defined in the Sharing Agreement. The use of the useful area of the "Contracted Indoor Area" mentioned above or "Contracted Outdoor Area" will give rise to collection per additional square meter. The Parties to the Sharing Agreement agree that the amount collected will be equivalent to the additional area effectively used ("Additional Cost per Contracted Indoor or Outdoor Area"), according to a parameter to be defined in the Sharing Agreement. If such expansion requires reinforcement of the structure of the Towers, the costs will be under the responsibility of SPE Movable.

SPE Movable is authorized to perform RAN Sharing in its equipment installed in the Infrastructure Items and/or Colocation object of the Sharing Agreement, and any additional compensation for such activities shall be negotiated in good-faith between the Parties within the scope of the negotiation of the Sharing Agreement, in accordance with the market practice.

3. Negotiation and Amendment

Negotiation of the Sharing Agreement will happen on an individual basis with each SPE as from the date of execution of the Agreement, within the scope of the Migration Monitoring Committee, and shall be conducted in good-faith, reflecting the principles and parameters established in this Term Sheet, as well as in accordance with the commercial conditions currently in force in the market, and it shall be concluded in a manner which is satisfactory to the Parties.

The Sharing Agreement may not be modified or terminated without the previous and express consent of SPE Movable.

At any time after the Closing Date, the Sharing Agreement may be transferred from SPE Movable to other Affiliates of the Buyer[s].

**4. Oi/Telemar's
Compensation
Amount and
Form**

SPE Movable will pay to Oi/Telemar the following amounts as consideration for the Infrastructure Sharing:

- Towers:

- Base cost of BRL 3,000.00 per month per Tower, annually adjusted for inflation at the IST variation counted as of the date of execution of the Sharing Agreement;
- Cost for the lease of the area of the real property where the Infrastructure Item is located ("Sites"), according to the amount paid for the use of each Site, proportionally to how many times the same Infrastructure Item has been shared;
- "Additional Cost per Contracted Indoor Area" with amounts per square meter established in the Sharing Agreement;
- "Contracted AEV Additional Cost" with amounts per square meter established in the Sharing Agreement; and

In addition, SPE Movable shall reimburse Oi/Telemar for the cost regarding electric power consumed by SPE Movable's equipment, according to conditions provided for in the Sharing Agreements in force between the Parties. If required by Buyer[s] and if it is technically feasible, Oi/Telemar shall enable the installation of individualized meters with the respective electric power concessionaire upon full assumption of the respective cost by Buyer[s].

- *Colocation:*

- Base cost of BRL 1,775.00 per month per square meter, annually adjusted for inflation at the IST variation counted as of the execution of the Sharing Agreement;

Such amount already includes the use of ducts necessary for access of optical fiber to the site (for sites with optical fiber access on the Closing Date)

Furthermore, SPE Movable shall reimburse Oi/Telemar for the cost regarding electric power consumed by SPE Movable's equipment, according to conditions provided for in the Sharing Agreement in force between the Parties. If required by SPE Movable and/or by Buyer[s], and if it is technically feasible, Oi shall enable the installation of individualized meters with the respective electric power concessionaire upon full assumption of the respective cost by Buyer[s].

Any expense related to the maintenance, installation or operation of the passive infrastructure of Oi/Telemar will be under the exclusive responsibility of Oi/Telemar.

The amounts to be paid for the Infrastructure Sharing will be net of Taxes (including ISS and PIS/COFINS). The Taxes shall be collected by the respective taxpayer, pursuant to Law.

5. Obligations of the Parties

Oi/Telemar shall, during the entire Term of Infrastructure Sharing (without prejudice to other obligations and responsibilities that may be attributed to the Parties in the Sharing Agreement):

(a) allow access of people designated by SPE Movable to the assigned areas, provided that they are duly accredited;

(b) inform SPE Movable in advance of any changes to their operating and safety procedures;

(c) keep the premises, facilities and other features under their responsibility associated to the Infrastructure Sharing in good conditions for full use, being maintained according to the market practices usually adopted by wireless telecommunication carriers in Brazil;

(d) make their best offers to minimize any interruption in the operation of the equipment and systems associated to the Infrastructure Sharing;

(e) undertake the execution and payment of expenses arising from repairs for preservation and corrective and preventive maintenance of the premises, facilities, and other fixtures associated to the use of the contracted Infrastructure Sharing;

(f) undertake the payment of the expenses arising from the fines or infringements they may give rise due to failure to observe any Laws that may accrue on the Infrastructure Items and/or the Infrastructure Sharing; and

(g) bear all expenses arising from obtainment, as well as responsibility for requirement before the competent agencies, of the licenses, permits, certifications and any other documents necessary for performance and legalization of the Infrastructure Items object of the Sharing Agreement.

SPE Movable shall, during the entire Term of Infrastructure Sharing (without prejudice to other obligations and responsibilities that may be attributed to the Parties in the Sharing Agreement):

(a) Ensure to Oi/Telemar, by itself or by its duly accredited representatives, whenever reasonably necessary and upon communication by Oi/Telemar in such regard, the right to inspect, when they deem necessary, services and facilities connected to the use of each Site and Infrastructure Item;

(b) Keep reasonably necessary insurance policies and protections which are appropriate to the facilities and equipment owned by it located in the contracted Sites;

(c) Bear all expenses arising from obtainment, as well as the responsibility for requirement before the competent agencies, of the licenses, certifications and any other documents necessary for legalization of the Equipment located in the Infrastructure Items object of the Sharing Agreement; and

(d) Assume responsibility for the losses and damages caused to Oi/Telemar for the inappropriate use of the Infrastructure Items object of the Sharing Agreement, provided that provenly occurred after the Closing Date.

6. Terms

The term of effectiveness of the Sharing Agreement will be of 10 years for sharing of the Infrastructure Items and of 5 years for Colocation, counted as from its execution, automatic renewal for an equal period being possible if none of the Parties state their disagreement within up to [90] days before the end of the term of the Sharing Agreement.

7. Access to Information

Each Party shall provide to the other all information it holds and that may be necessary for the Infrastructure Sharing.

SPE Movable will be entitled to audit, directly or by means of third parties, the transactions and documents of Oi related to the Infrastructure Sharing, in order to verify or confirm compliance with Oi's obligations resulting from the Sharing Agreement.

8. Termination and Conclusion of the Sharing Agreement

The Sharing Agreement will establish the rules for termination and cancellation of the Infrastructure Sharing, in accordance with the following parameters:

- Towers:

- In the first year, no cancellation will be allowed; and
- After the first year, cancellation of sharing of up to 60% of the Infrastructure Items will be allowed, without the application of fine.

- *Colocation:*

- In the first year, no cancellation will be allowed; and
- After the first year, cancellation of the Colocation will be allowed, in whole or in part, without the application of fine.

Within up to 6 months as from the date of execution of the Sharing Agreement, SPE Movable shall submit to Oi/Telemar a plan for cancellation of the Infrastructure Sharing. If the vacancy of the site, whether in Infrastructure Items or Colocation, does not occur up to the date informed in the cancellation plan, the Infrastructure Sharing is hereby automatically renewed until vacancy of the Site is evidenced.

9. Representations and Warranties

The Sharing Agreement will contain representations and warranties of the Parties which are typical of transactions with the complexity, amount, and relevance provided for herein, including, among others, regarding the constitution of the Parties, authorization and validity of the agreements, consents and approvals, licenses and authorizations, lack of violations, compliance, labor, tax and social-security issues, intellectual property, software, information technology, storage and treatment of information, personal data processing and compliance with laws in general, sustainability, among others, as applicable, which will be negotiated in good-faith between the parties.

Each Buyer, observing the provisions of the Segregation and Allotment Plan, will be a joint and several guarantor of the obligations assumed in the Sharing Agreement by SPE Movable under its responsibility and/or control, and in no event will there be joint and several liability between Buyer[s] or between each SPE Movable.

10. Indemnification

One party shall indemnify the other for any and all losses arising from non-compliance with their respective obligations provided for in the Sharing Agreement, limited to the amount of the Sharing Agreement.

11. Confidentiality

The parties shall observe, in relation to the negotiation and performance of the Sharing Agreement, the confidentiality obligations provided for in the Agreement. The Sharing Agreement will have confidentiality clauses observing the market standards and the provisions in the Agreement.

12. Expenses

Each Party shall bear its own expenses in relation to the discussions and negotiations of the Sharing Agreement.