

**NON-RESIDENTIAL LEASE
AGREEMENT ENTERED INTO
BETWEEN OI S/A (under Judicial
Reorganization) AND
XXXXXXXXXXXXXXXXXXXX**

OI S/A, under Judicial Reorganization, with its principal place of business at Rua do Lavradio, 71 – 2º andar, Centro, in the city of Rio de Janeiro/RJ, enrolled in the National Register of Legal Entities of the Ministry of Finance (CNPJ/MF) under No. 76.535.764/0001-43, herein represented pursuant to its Bylaws, hereinafter simply referred to as “**LESSOR**” and, on the other hand,

XXXXXXXXXXXXXXXXXXXX, a company with its principal place of business at Rua XXXXXXXXXXXX, XXXXXX, XXXXXXXXXXXX, enrolled in the CNPJ under No. xxxxxxxxxxxxxxxx, represented by **XXXXXXXXXXXXXXXXXXXXXXXXXXXX**, Brazilian citizen, xxxxxxxx xxxxxxxx, bearer of identity card No. xxxxxxxxxxxx and Individual Taxpayer's Register (CPF) No. xxxxxxxxxxxx, resident and domiciled at Rua xxxxxxxxxxxxxxxx, xxxxxx, ZIP CODE xxxxxxxx, xxxxxxxxxxxxxxxx, its appointed Legal Representative, hereinafter simply referred to as “**LESSEE**”;

The Parties have mutually agreed on this Non-Residential Lease Agreement (“Agreement”) which shall become effective in accordance with the following clauses and conditions, to wit:

CLAUSE ONE - SUBJECT MATTER:

1.1. The subject matter of this instrument is the lease of part of the real property corresponding to an area of **xx m²** (xxxxxx square meters) owned by **LESSOR**, located at Rua xxxxxxxx, xxxxxx, xxxxxxxxxxxxxxxx, for the exclusive purpose of **LESSEE** installing and operating Data Center equipment for the provision of *collocation, hosting, cloud services, in addition to other services related to the Data Center business*, to third parties.

Sole Paragraph: The following shall form an integral part of this Agreement, duly initialed by the Parties:

- a) Instrument of Delivery of Keys for Commencement of Lease (**EXHIBIT A**);
- b) Description of the leased area and its footage (**EXHIBIT B**);

CLAUSE TWO – LESSEE'S REPRESENTATION:

LESSEE represents it is aware:

2.1. That the **REAL PROPERTY** is comprised of a [commercial building] owned by **LESSOR**, being subject to the rules that govern it;

2.1.1 that the building is composed of the physical parts of the architectural complex, being subject to **LESSOR's** Management, or by third parties authorized thereby;

CLAUSE THREE – TERM OF EFFECTIVENESS

3.1. The term of effectiveness of this Agreement is eight (8) years, starting on xx/xx/2020 and ending on xx/xx/20xx, with automatic and successive renewals of eight (8) years. If any of the Parties does not intend to renew it, it shall notify the other Party at least nine (9) months prior to the end of the effectiveness of the Agreement.

3.1.1. In case of renewal of the Lease term, **LESSOR** may, at its exclusive discretion, review the lease conditions and price, to adjust it to the market practices, notwithstanding the application of an annual adjustment as set out in this Agreement.

3.1.2. The delivery of the **REAL PROPERTY** to **LESSEE** shall be carried out and formalized by means of the Instrument of Delivery of Keys for Commencement of Lease (EXHIBIT A) and shall form an integral part of this Agreement.

CLAUSE FOUR – PURPOSE OF THE REAL PROPERTY

4.1. The **REAL PROPERTY** is exclusively intended for non-residential use, as defined in item 1.1. of Clause One hereof, with any change to this purpose without the express consent of **LESSOR** being forbidden.

Paragraph One: The deviation of purpose in the use of the **REAL PROPERTY** by **LESSEE**, without the due consent of **LESSOR**, characterizes serious violation and shall entail the immediate termination of this Agreement, as well as the application of any set out penalties, regardless of notice or communication.

CLAUSE FIVE – RENT

5.1. The monthly rent hereby agreed is xxxxxxxx Brazilian reais (**BRL xxx.00**).

[it must be reflected in each agreement]

Real Property	Monthly gross amount
POA	BRL 30,049
CTA	BRL 106,161
SCN	BRL 44,234

5.1.1. LESSEE shall make an early payment to **LESSOR**, as warranty, of the equivalent to three (03) monthly rents, upon the execution date of this Agreement. In case **LESSEE** is not in default during the effectiveness of this agreement, the last three (3) monthly rents shall not be charged by **LESSOR**, except any surcharges of amounts corresponding to the rent adjustments and other charges, as set out in clause six and seven of these instruments.

5.2. The rents, as set out above, shall be paid by **LESSEE** to **LESSOR** in national currency, by the fifth (5th) day of the subsequent month to the overdue month, by means of submission, by **LESSOR** to **LESSEE**, of the respective collection document.

5.2.1. The non-receipt, by **LESSEE**, of the aforementioned collection document by the due date of the obligation undertaken herein shall not exempt **LESSEE** from the payment of interest and fine in case of delay, it being certain that **LESSEE** shall be responsible for duly notifying **LESSOR** upon non-receipt of the collection and its due regularization, except if otherwise stated by forbearance of **LESSOR**.

5.3. Once the payment term has elapsed, the amount owed shall be monetarily adjusted, as of the fifth (5th) day of the subsequent month to the overdue month, according to the IGP-M variation for the period, it being certain that **LESSEE** shall also bear default interest at one percent (1%) per month and a ten percent (10%) fine applied to the total debt.

5.4. The rent amount and other charges set out in Clause Seven, where possible and at the exclusive discretion of **LESSOR**, may be offset with any actual credit that **LESSEE** may have with **LESSOR** by virtue of other Agreement(s), and **LESSOR** is hereby authorized to proceed with the respective offset. In case of no actual credit on the due date, which will prevent any offset, **LESSEE** shall make the payment of the amounts, under the penalties set out in this Agreement.

5.5. In case of use of space not set out in this Agreement, without the prior consent in writing by **LESSOR**, **LESSEE** shall be subject to the penalties set out in Clause Eleven and its items, without prejudice to the possibility of termination of this Agreement, at any time, by **LESSOR**.

5.6. In case of judicial collection, an amount corresponding to twenty percent (20%) as attorney's fees shall be added to the debt amount, which is composed of overdue rent, charges, monetary adjustment, fine and interest for the default period.

5.7. Any forbearance on the part of **LESSOR** with respect to the delay in the payment of rent and/or charges shall be construed as mere forbearance, and may not be interpreted as novation under any circumstance.

CLAUSE SIX – RENT ADJUSTMENT AND RENEGOTIATION

6.1. The initial monthly rent, indicated in clause five of this Agreement, shall be adjusted in accordance with the annual variation of the General Market Price Index, from the Getúlio Vargas Foundation (IGP-M/FGV), verified after twelve (12) months from the initial lease date.

Paragraph One: Where a future legislation, or official act, allows periodical rent adjustment within shorter time periods than agreed in the main section of this clause, it is hereby agreed, by operation of law, that regardless of warning or notice, the adjustments shall be carried out within the shortest periodicity allowed by the new legal system, or if the new system does not establish any periodicity, the rent adjustment shall be monthly.

Paragraph Two: In case of extinguishment of the IGP-M/FGV index, the index to be used for adjusting the amounts set out in this agreement will be the one that replaces it at the Getúlio Vargas Foundation, or the one adopted by the parties by common agreement, among those available in the market and which better reflects the inflation for the period.

Paragraph Three: The parties hereby agree that the rent agreed in item 5.1 shall not be reduced by virtue of the adjustment index. That is, in case the adjustment index accrued within the twelve (12) month period is negative, the last rent amount paid by **LESSOR** shall be maintained.

CLAUSE SEVEN – CHARGES

7.1. In addition to the rent amount, it is hereby agreed that **LESSEE** shall pay, on a monthly basis to **LESSOR**, on the same date as the monthly rent payment date, as additional charges, the condominium expenses, all taxes and/or contributions, whether present or future, applied to the area, as well as any special and/or general charges that may be imposed or applicable to **LESSEE**'s activity.

7.1.1. The monthly charge amount;

- a) XXXXXXXXXXXXXXX (BRL xx.00 (XXXXXXXXXXXXXXXX)) - (IPTU (Urban Building and Land Tax) proportional to the leased area);

7.1.2. **LESSEE** shall carry out the contracting of electrical energy directly with the local electrical energy concessionaire. When it is not possible for **LESSEE** to contract electrical energy directly from the Electrical Energy Concessionaire, the Parties shall use their best efforts to install energy meters to measure the consumption and amount of electrical energy to be reimbursed by **LESSEE** to **LESSOR**. For as long as the individual energy meters are not installed, **LESSEE** shall reimburse **LESSOR** for part of the electricity bill for the Real Property according to the table below. The collection for the consumption of electrical energy shall be broken down in the monthly condominium Fee. The percentage defined herein may

be adjusted if an alteration in the installed load at the Real Property is observed by Lessee, and the Parties shall define, by common agreement, the new percentage.

[it must be reflected in each agreement]

Real Property	Part of the electricity bill to be reimbursed by Lessee
POA	
CTA	
SCN	

7.2. In case **LESSOR** pays taxes and/or charges owed by **LESSEE**, **LESSEE** shall promptly reimburse the full amount paid upon delivery of a copy of the receipt for the tax or charge paid.

CLAUSE EIGHT – LESSEE'S OBLIGATIONS

During the term of effectiveness of this instrument and without prejudice to the other obligations set out herein, **LESSEE** undertakes to:

- 8.1.** Use the leased Real Property for the purpose set out herein;
- 8.2.** Sign the Instrument of Delivery of Keys for Commencement of Lease (**EXHIBIT A**);
- 8.3.** Submit the works and installation projects it intends to carry out at the **REAL PROPERTY**, at its own expense, for approval by **LESSOR**;
- 8.4.** Maintain the leased **REAL PROPERTY** in a good state of conservation, with all of its facilities and electrical appliances, hydraulic appliances, refrigeration appliances, exhaust appliances and other applicable systems in a good operating state, except for the normal wear and tear;
- 8.5.** Not install in the Real Property subject to lease any equipment able to put **LESSOR's** property, as well as its physical integrity, at risk.
- 8.6.** Immediately inform **LESSOR**, of the receipt of any notice, service, recommendation or requirement that is presented thereto by the Public Authorities, provided that such notice or other act of the Public Authorities is related to the **REAL PROPERTY** or to the contractual provisions of the lease;
- 8.7.** Comply and ensure compliance, by its employees and users, where applicable to the **REAL PROPERTY**, with the resolutions and regulatory rules enforced by the Management which, at any time, may be amended by **LESSOR**, provided that they do not alter the rights of **LESSEE** arising out of this Agreement;

8.8. Allow **LESSOR** to inspect the **REAL PROPERTY**, whenever **LESSOR** deems necessary, during business hours and upon prior notice in writing at least forty-eight (48) hours in advance, so as to verify its state of conservation;

8.9. Inform **LESSOR**, in writing, with minimum notice of thirty (30) days from the lease term, the date set out for the vacancy of the **REAL PROPERTY**, allowing the performance of its inspection upon its return under penalty of being liable for the fines, monetary adjustment and penalties arising from the delay in the payment or satisfaction, in compliance with the determinations set out in the Agreement and in the legislation in force.

8.10. Return the **REAL PROPERTY**, once the lease is finished, in a perfect state of conservation, as it was received, except for natural wear and tear, with all of its facilities, equipment, devices, integral parts, belongings and fixtures in good conditions, carrying out new painting and any necessary repairs;

8.11. **LESSEE** shall, at its own expense, obtain all authorizations and permits that may be necessary for the exercise of the activities it intends to carry out in the **REAL PROPERTY**, taking responsibility for all consequences arising from the practice of such activities.

8.12. Keep insurance against accidents and fire, covering the leased area, as set out in item 1.1 of this Agreement, with a top insurance company, with a beneficiary clause to **LESSOR**, and it shall be civilly liable for any property damage, personal damage and indirect damage, in case any accidents occur against third parties, as a result of compliance with the purpose of this Agreement or of the exercise of its activities in the area contemplated by this lease, provided that such claims are duly proven.

CLAUSE NINE – LESSOR'S OBLIGATIONS

During the term of effectiveness of this instrument and without prejudice to the other obligations set out herein, **LESSOR** undertakes to:

9.1. Inspect the good execution of the cleaning services and conservation of the common parts of the building, so they may be maintained in perfect order;

9.2. Continually verify the good operation of the facilities, equipment, devices, integral parts, belongings and fixtures of the common parts of the building, for they may be used for the purposes for which they are intended;

9.3 Grant free access, on any day and at any time, twenty-four (24) hours a day, three hundred and sixty-five (365) days a year, at the leased **REAL PROPERTY** to any professionals and representatives from **LESSEE**, duly identified and registered.

CLAUSE TEN – GENERAL LEASE CONDITIONS

The lease of the **REAL PROPERTY** contemplated by this Agreement shall also be subject to the conditions set out in this Clause:

10.1. The **REAL PROPERTY** shall be delivered to **LESSEE** under the conditions verified between the parties, it being incumbent upon **LESSEE** to execute, at its own expense, any facilities and furnishing works of its interest, subject to the provisions in item 10.4 below.

10.2. **LESSEE** shall not use the **REAL PROPERTY** for activities in disagreement with its allocation and purpose set out in this Agreement, or for the performance of any activity, installation of equipment or deposit of object or substance, even for a short time period, that may cause risk, damage, fire or threat against the solidity and safety of the building or which may disturb the others, except upon express authorization of **LESSOR**.

10.3. **LESSEE** shall not decorate the external sides of the walls, doors or window frames of the **REAL PROPERTY** and shall not replace them with others under any circumstance, considering the glass panes and windows may only be replaced in case of rupture by **LESSEE**, by others identical to those originally installed, with the same hue, color, form and thickness.

10.4. **LESSEE** shall not carry out works or improvements in the **REAL PROPERTY**, regardless of their nature, without prior authorization from **LESSOR**, which, once authorized, shall be incorporated to it and shall belong to **LESSOR**. Such works and improvements, including those necessary, shall not grant **LESSEE** with the right to any indemnification or retention of the **REAL PROPERTY** once the lease has ended or has been terminated, with **LESSEE** also undertaking to undo or remove such improvements if **LESSOR** wishes so, restoring the **REAL PROPERTY** to the same state it was when it received it.

10.5. **LESSEE** shall, as well as its employees and third parties who visit the **REAL PROPERTY**, be required to respect the security and control rules concerning the entry of people, fire prevention, attacks and other similar provisions included in the regulatory rules of the building.

10.6. **LESSEE** shall strictly comply and respect the loading and unloading times for goods or products, as well as the places, containers, packaging and times for collection, deposit for the disposal of garbage, refuse, waste and similar things.

10.7. The use of **LESSOR**'s name is forbidden, whether in full, in abbreviated form or logo form, in invoices, receipts, trade acceptance bills or other documents related to purchases, sales or contracting of services by **LESSEE**.

10.8. In case the **REAL PROPERTY** presents any irregularity, **LESSEE** is aware that it must present it, in writing, within a term of thirty (30) days counted as of the commencement of this agreement, otherwise it shall be presumed that the **REAL PROPERTY** did not present any irregularity upon the execution of the lease.

10.9. LESSEE shall not allow access of persons not related to the provision of services in the lease area, under penalty of breach of contract and immediate termination of the agreement.

CLAUSE ELEVEN – PENALTY CLAUSE

11.1. Without prejudice to the provisions set out in Clause Five, for any violations set forth therein (default fine), the party that violates any of the contractual clauses in the other cases, shall be subject to the payment of compensatory fine, equivalent to three (3) monthly rents in force at the time of the violation.

Paragraph One: The payment of fines and penalties set out in the clauses above shall not exempt **LESSEE** from solving any damage that it may perchance cause to the **REAL PROPERTY**.

Paragraph Two: The payment of the fine does not exempt **LESSEE** from the payment of losses and damages, if the loss experienced by **LESSOR** exceeds the amounts of the fine established above.

CLAUSE TWELVE – TERMINATION AND UNILATERAL TERMINATION

This Agreement shall, without prejudice to any fines and penalties set out in the previous Clauses, be deemed terminated for any legal purposes in the following cases:

12.1. If **LESSEE** fails to pay the rent and any other lease charges by their due dates, after being notified by **LESSOR** to pay off its debt with the legal and contractual surcharges, especially those set out in Clause Five, within a term of five (05) days;

12.2. If **LESSEE** assigns or subleases to third parties the rights and obligations of this agreement without prior consent, in writing, from **LESSOR**;

12.3. If **LESSEE** violates legal obligations or fails to comply with any of the clauses of this agreement or internal rules of the **REAL PROPERTY**, after being warned in writing and if it does not remedy the default within ten (10) days;

12.4. If the building where the **REAL PROPERTY** is located is expropriated, in which case no indemnification shall be owed to **LESSEE** by **LESSOR** and no fines shall be payable, **LESSEE** being entitled to the right to complain about anything it understands it is entitled to the Expropriating Authorities;

12.5. If the judicial sale of the **REAL PROPERTY** occurs;

12.6. In case of need to perform urgent repairs determined by the Public Authorities, which cannot be normally executed if **LESSEE** remains in the **REAL PROPERTY** or, if it can, it refuses to consent to them;

12.7. If **LESSEE** abandons the **REAL PROPERTY**, in which case **LESSOR** is hereby authorized to occupy the **REAL PROPERTY**, regardless of specific court action, without any other formality, and without prejudice to the other contractual clauses and/or legal provisions of this Agreement;

12.8. In case of total or partial fire, both in the building and in the leased unit, with the termination being at the discretion of **LESSEE**, which shall express its lack of interest in the continuity of the lease, within a period of fifteen (15) business days after the occurrence of the fact, in which occasion it may opt for the provisions in Clause Fourteen.

Sole Paragraph: With the exception of the cases set out in items "12.1" and "12.3", the termination of the Agreement shall occur regardless of judicial or extrajudicial notice.

12.9. **LESSEE** may unilaterally terminate this agreement upon payment of compensatory fine in the amount of three (3) monthly rents in force, calculated ratably to the period of compliance with this Agreement, and must communicate such intention to **LESSOR** through a thirty (30) day prior notice.

CLAUSE THIRTEEN – SUSPENSION OF THE AGREEMENT

13.1. The effectiveness of this Agreement shall be suspended during the term necessary for the execution of the repair works on the **REAL PROPERTY**, if the **REAL PROPERTY** is affected by an accident, it being certain that **LESSOR** undertakes to arrange the reconstruction thereof, as soon as the indemnification is released by the Insurance Company. During such period, no rent or charges shall be owed, provided that the accident has not been caused by willful misconduct or gross negligence of **LESSEE**, in which case it shall be liable, in addition to the aforementioned lease charges, for any damage provenly caused.

CLAUSE FOURTEEN – DISPOSAL OF LEASED REAL PROPERTY

14.1. **LESSOR** may, at any time, including during the term of effectiveness of this Agreement, dispose of the **REAL PROPERTY** and, consequently, assign the rights arising from this instrument, and **LESSEE** hereby waives the right of first refusal guaranteed thereto by law, in case of sale of the **REAL PROPERTY**.

CLAUSE FIFTEEN – FINAL PROVISIONS

The Parties also agree to be subject to the following general rules:

15.1. **LESSEE** may not assign or transfer any rights and obligations of this Agreement, or sublease or lend the **REAL PROPERTY** to third parties, unless with prior and express authorization from **LESSOR**.

15.2. LESSOR may assign or secure, or otherwise encumber, any rights and obligations arising out of this Agreement, provided that no amendment is made to the Clauses and Conditions agreed herein.

15.3. This Agreement shall be binding upon the Parties and their successors in any way.

15.4. The parties hereby represent, under the penalties of the law, that the undersigned attorneys-in-fact and/or legal representatives are duly appointed, according to their respective Bylaws and/or Articles of Association, with powers to assume the obligations undertaken herein.

15.5. In all matters related to the Agreement, **LESSOR** and **LESSEE** shall act as independent contractors. Neither Party may represent it has any authority to undertake or create any obligation, whether express or implied, on behalf of the other Party, or represent the other Party as an agent, employee, representative or any other position. It is hereby established that **LESSOR** has no responsibility for any debts and obligations undertaken by **LESSEE**, and the latter or third parties may not use this Agreement or any other reason to claim indemnification or reimbursements.

15.6. The clauses of this agreement consolidate the full understanding between the Parties, and prevail over any understandings previously signed with respect to the subject matter contracted herein.

15.7. LESSEE has no right to retain the real property or to receive indemnification for any works carried out to adapt the real property to the necessary conditions for the development of its services or for any works necessary to restore the real property to its original conditions.

15.8. Any notices related to this Agreement may only be valid if sent in writing and accompanied by a notice of receipt, to the addresses below:

- To **LESSOR**:

OI - Gerência de Patrimônio [Assets Management]
 CAIXA POSTAL 50.062 - ZIP CODE 20050-971
 Rio de Janeiro – RJ
 Phone: (21) 4020-0010

- If to **LESSEE**:

XXXXXXXXXXXXXXXXXXXXX
 Address: Rua xxxxxxxxxxxx, xxxxxx, ZIP CODE xxxxxxxxxxxxxx, xxxxxxxxxxxxxx
 Phone: (xx) xxxxxxxxxxxx
email - XXXXXXXXXXXXXXXXXXXXX

15.9. Any Contractual amendment shall be made by means of an Addendum duly signed by the legal representatives of the Parties.

15.10. In case any of the clauses of this agreement is deemed invalid or ineffective, all the other clauses shall remain effective.

15.11. This agreement is binding upon the parties, its heirs, successors and assigns in any way.

15.12. This agreement shall be governed by the provisions of Law No. 8,245, of October 18, 1991, with the application, where said law is silent, of the rules of the Brazilian Civil Code and the Brazilian Code of Civil Procedure.

15.13 LESSOR hereby authorizes **LESSEE** to register, annotate or practice any other act necessary for the publicity of this instrument, notably with the Real Estate Registry Office and the Registry of Deeds and Documents, undertaking, for such purpose, to sign any document that may be necessary for such purpose. The parties agree that any costs set out in this clause shall be borne by **LESSEE** and after the termination of this Agreement, **LESSEE** shall adopt all necessary measures to exclude/cancel the respective registration.

CLAUSE SIXTEEN - JURISDICTION

16.1. The Central Courts of the Judicial District of Rio de Janeiro are hereby elected to settle all matters arising out of this Agreement, waiving any other, however privileged it may be.

IN WITNESS WHEREOF, the parties sign this instrument in two (02) counterparts of equal form and content, in the presence of the two undersigned witnesses.

Rio de Janeiro, _____, _____.

LESSOR

LESSEE

Witnesses:

Name.: xxxxxxxxxxxxxxxxxxxxxx
ID: xxxxxxxxxxxxxxxxxxxxxx

Name:
ID:

Instrument of Delivery of Keys (EXHIBIT A)

As set out in the **LEASE AGREEMENT**, on the one side **OI S/A**, referred to as **LESSOR** and on the other side **XXXXXXXXXXXXXX** referred to as **LESSEE**, all duly identified in said agreement, regarding which, after all necessary signatures, this Instrument shall become an integral part of, formalize the Initial Inspection and Delivery of Keys of the leased Real Property, being also subject to the following:

Item 01 – Real Property:

The Real Property that shall be delivered by **LESSOR** to **LESSEE**, is the property specified in clause one of the Lease Agreement.

Item 02 – Delivery of the Keys:

The delivery of the keys occurred on the date of **XX/XX/20XX**

Item 03 - Term of the Agreement:

The lease agreement shall end on the date of **XX/XX/20XX**.

Item 04 - Conditions in which the Real Property was Received:

The Real Property delivered to **LESSOR** on this date is in perfect state of use and conservation, and **LESSOR** shall observe, for vacancy purposes, the conservation and return of the Real Property, **CLAUSES NINE and ELEVEN** of the Lease Agreement.

Item 05 - Integral Part:

This Instrument of Delivery of Keys for commencement of the Lease forms, for all legal purposes, an integral and inseparable part of the Lease Agreement and shall be signed by the Parties in two (02) counterparts of equal form and content.

Rio de Janeiro, _____, _____.

OI S/A - LESSOR

LESSEE

Description of the leased area and its footage (EXHIBIT B)

LESSOR hereby assigns to **LESSEE** a 70 m² area.