

INSTRUMENTO (MOD)

CONTRATO DE AGENTE INTERNACIONAL

Recurso ms .

CONTRATO INTERNACIONAL — VENDA - RESERVA DE DOMÍNIO

EMENTA

CONDITIONAL SALE AND SECURITY AGREEMENT This Conditional Sale and Security Agreement ("Contrato de Venda com Reserva de Domínio") dated as of , by and between: I - , a company organized and existing under the laws of Federative Republic of Brazil, with head offices in the city of , State of , at av., nº , registered as tax payer under CNPJ/MF nº , herein represented by its manager partner: Dr; Brazilian citizen, married, physician, resident and domiciled in the city of , State of , at rua nº apto , registered as a tax payer under CPF/MF nº and bearer of Identity Card RG nº issued by/..... ; hereinafter referred to as "Buyer"; II - , a corporation organized under the laws of the State of , , with its principal offices at , , , hereinafter referred to as "Seller"; III - , qualified above, and his wife, , Brazilian citizen, married, administrative manager, resident and domiciled in the city of , State of , at rua nº apto , registered as a tax payer under CPF/MF nº and bearer of Identity Card RG nº issued by/..... ; hereinafter referred to as "Guarantors"; The parties hereto agree as follows: 1. Sale (a) The Seller agrees to sell to the Buyer and the Buyer agrees to purchase from the Seller hereunder the , further described in proforma invoice dated as of , and in Exhibit I hereto together with the additions and accessions (together, the "Equipment"), on a time sale price basis in accordance with the terms and conditions specified below. In order to ensure the punctual payment of any other amounts or obligations arising from this Agreement, Buyer and Seller now expressly institute and accept a Pact of Retention of Title and Ownership ("Pacto de Reserva de Domínio") by which Seller retains the title and ownership of the Equipment, which shall be in Buyer's possession conditionally, until all payments of Principal and interest provided for herein or any other amounts and obligations (collectively, "Obligations") of Buyer arising from this Agreement are satisfied in full. (b) The Seller shall not be obligated to sell the Equipment, unless all of the conditions set forth in Section 10 hereof shall have been fulfilled to the satisfaction of Seller. (c) The Seller shall arrange for the installation of the Equipment, during Seller's normal working hours. The Buyer shall be responsible for the importation of the Equipment and will provide at its expense a suitable installation environment for the Equipment with all such facilities as are prescribed by Seller. 2. Price; Term and Payment Conditions The price of the Equipment agreed on by the parties to this Conditional Sale Agreement is of (US\$) , , , to be paid in accordance with the terms and conditions below: (a) Buyer shall pay the purchase price in six (6) semi-annual installments of (US\$) each, the first payable on the shipment's date of the Equipment and the remaining at each 180 days thereafter. Each such 360 and 180 day period, herein an "Interest Period". (b) On the outstanding principal balance, Buyer shall pay at the Libor Rate plus a spread of two and half percent (2,5%) per annum, computed on the basis of a three hundred and sixty (360) day year and the number of actual days elapsed, net of any deductions or withholdings, which shall be due and payable along with each installment of principal specified above. As used in this Agreement Libor Rate shall mean the rate of interest at which six month dollar deposits are of