

AMENDED AND RESTATED ADVISORY AGREEMENT

This Agreement, effective as of February 1, 2011 (the "Effective Date"), is entered into by and between One Equity Partners IV, L.P., a Cayman Islands Exempted Limited Partnership with its principal place of business at 320 Park Avenue, 18th Floor, New York, NY 10022, USA (together with applicable predecessor and successor funds, hereinafter "OEP"), and Pacific Investimentos Ltda., a company duly organized and existing under the laws of the Federative Republic of Brazil, with its principal place of business in the city of São Paulo, State of São Paulo, at Avenida Faria Lima 2179, conj 72 (hereinafter "PACIFIC"), collectively referred to as "Parties" and individually as a "Party".

W I T N E S S E T H:

WHEREAS, OEP is interested in receiving certain advisory services from PACIFIC in connection with transactions to be done by OEP with companies in Brazil and/or investment vehicles that conduct or are formed to conduct business in Brazil ("Transactions").

WHEREAS, PACIFIC is interested in providing advisory services to OEP, and has the capability and expertise to provide such advisory services to OEP.

NOW, THEREFORE, in consideration of the premises, the mutual promises contained herein, and other good and valuable consideration, the Parties herein agree as follows:

CLAUSES

I. Obligations of the Parties and Description of Services

1. **Obligations of PACIFIC**. During the term of this agreement, PACIFIC will provide advisory services to OEP (the "Services"), including but not limited to the following:
 - a. Introducing OEP to potential investment opportunities ("Target Companies") in Brazil or in any other geography where the primary intent of the investment is to invest or expand operations into Brazil involving companies, directly or indirectly as targets, co-investors or strategic partners, and to potential partners in cross-border or local deals that involve an existing OEP portfolio company, or a company targeted by OEP or its portfolio company, or a new company to be formed as a result of a merger or new structure where OEP is or will be an investor. Such introductions shall include:
 - i. Setting up, attending and conducting follow-up meetings as requested by OEP with respect to potential Transactions; and
 - ii. Providing relevant industry information to OEP as needed.



- b. Providing information summaries regarding key players, industries or sectors in which OEP has expressed an interest in analyzing and better understanding, including:
 - i. Business and industry overview
 - ii. Operational summary
 - iii. Financials
 - iv. Description of contracts: size, time and value
 - v. Licenses to operate (when applicable)
 - vi. Shareholder structure
 - vii. Description on the competition
 - viii. Other relevant information
 - c. Introducing to OEP investment and industry professionals, managers and other relevant contacts to the extent necessary.
 - d. Assisting in forming an opinion on the market value of the Target Company and the potential risks to which the Target Company is exposed.
 - e. Helping prepare term-sheets, investment structure and negotiate terms, should OEP decide to pursue a Transaction.
 - f. Helping coordinate OEP's due diligence process by requesting appropriate due diligence check list.
 - g. Reviewing financial and other information related to the Target Company.
 - h. Helping coordinate the provision of third party services during the Transaction process, including lawyers, accountants and other advisors who become necessary during the acquisition process, if and when requested by OEP.
2. **Independent Contractor.** Notwithstanding the Services requested, provided or to be provided hereunder, PACIFIC shall be deemed to be an independent contractor and, unless otherwise expressly authorized by OEP, shall not be authorized to manage the affairs of, act in the name of, or bind OEP in any respect under the terms of this agreement. OEP shall not be obligated to follow or accept any recommendation made by PACIFIC in respect of potential Transactions. Neither party shall have the authority to make representations, commitments or contracts on behalf of the other, nor hold itself out as possessing such authority. Neither party will make, publish or distribute any advertisement or marketing materials using the name, trademarks, logos, services marks, trade names or abbreviations of the other without such party's written consent.
3. **Obligations of OEP.** Subject to the confidentiality provisions of Clause VI below, OEP shall provide information regarding its general business and indicate to PACIFIC whether OEP wishes to pursue a particular Transaction where PACIFIC has provided the Services. As necessary and appropriate, OEP agrees to execute (subject to legal review) any confidentiality agreement reasonably required by a Target Company and



to enter into other appropriate and mutually agreed arrangements with respect to Target Companies or Transactions in which OEP has expressed an interest.

II. Remuneration

1. Beginning the Effective Date, OEP (or an entity designated by and affiliated with OEP) agrees to pay to PACIFIC, in consideration for the satisfactory completion of the Services described herein:
 - a. Until December 31, 2011, a monthly retainer of US \$131,250 (one hundred and thirty one thousand two hundred and fifty dollars), and beginning January 1, 2012, a monthly retainer of R\$235,000 (two hundred thirty five thousand reais).¹ Such payments shall be made at the first business day of each month and invoices shall be sent by PACIFIC ten business days before payment is actually due.
 - b. If PACIFIC or OEP originates an investment idea in Brazil, or if PACIFIC introduces a company or a person relating to an idea to OEP, and OEP and such party consummate a Transaction, OEP shall pay PACIFIC a "Success Fee" equivalent to:
 - i) The Total OEP Equity Investment made at the time of acquisition or merger into a Target Company multiplied by 2%, which Success Fee shall in no event be less than US \$1 million (the "Applicable Percentage"). The "Total OEP Equity Investment" shall mean the total amount of net cash actually paid by OEP and any OEP co-investors that are permitted to invest alongside OEP, through OEP co-investment vehicles or otherwise (collectively, the "OEP Investors"), directly or indirectly, to the Target Company and/or its security holders in connection with a Transaction (including all amounts paid to holders of options, warrants, convertible securities or other similar types of rights). For the avoidance of doubt, the Total OEP Equity Investment shall include only the amount of cash actually contributed by the OEP Investors, from their own capital, to acquire OEP's percentage equity interest in the Target Company and shall not include any other form of consideration, including any debt financing made by OEP that is intended to be refinanced within 90 days of closing or consideration consisting of cash on hand of the Target Company that is used to fund an extraordinary dividend paid to security holders at or within 90 days of closing.

¹ Beginning January 2013, the retainer fee shall be adjusted annually for inflation based on Brazil's IGP-M index, upon the mutual consent of both PACIFIC and OEP.



- ii) PACIFIC shall have the right to receive its Success Fee, at its election, either in cash (payable in either BRL or USD) or in deferred compensation in the form of phantom equity based on the same type of equity securities which the OEP Investors hold in the applicable Target Company ("Phantom Equity"), or a combination thereof

- iii) In order for a Success Fee to be earned and paid, PACIFIC shall send an e-mail notice to OEP prior to the signing of any agreements with a Target Company stating that PACIFIC is entitled to such Success Fee and whether the Success Fee shall be paid in cash or Phantom Equity (or some combination thereof). If the Total OEP Equity Investment or options to further invest are structured in installments, then PACIFIC will be entitled to an additional Success Fee based on the total amount of such additional investments; provided, however, that such additional Success Fee will be payable to PACIFIC at the time any such additional investments are made and shall be payable in the form of cash or Phantom Equity in the same proportions as PACIFIC elected to receive in connection with the initial Success Fee applicable to the Target Company. For the avoidance of doubt, PACIFIC is not entitled to a Success Fee if OEP makes a follow-on equity investment in such Target Company, unless such follow-on equity investment is already agreed upon in writing in the initial Transaction documents relating to the Target Company transaction or unless OEP requests PACIFIC to assist in such follow-on Transaction.

- iv) Upon a Realization Event in respect of an applicable Target Company in which PACIFIC holds Phantom Equity as a Success Fee, the OEP Investors shall, out of the Net Proceeds received by them as a result of the applicable Realization Event with respect to the Total OEP Equity Investment, pay (or cause to be paid on their behalf) to PACIFIC the Applicable Percentage of such Net Proceeds (the "Realization Event Payment"). The Realization Event Payment shall be paid with cash and/or property in the same proportion of cash and/or property reflected in the Net Proceeds received by the OEP Investors relating to the Realization Event.
 - 1. "Realization Event" shall mean, with respect to a Target Company where PACIFIC has a Success Fee in the form of Phantom Equity, any sale of equity or assets, dividend, recapitalization, change of control or other type of corporate



transaction involving the Target Company which results in the receipt by the OEP Investors of Net Proceeds.

2. Net Proceeds" with respect to a Target Company shall mean cash, stock, promissory notes or such other non-cash consideration (including any options, warrants, convertible securities or other similar types of rights) actually received by the OEP Investors in their capacity as equity holders of the Target Company as a result of a Realization Event, after (A) payment of all brokerage commissions, underwriting, legal and other fees and expenses related to such Realization Event incurred by the OEP Investors and (B) deduction of appropriate amounts to be provided by the OEP Investors as required pursuant to any escrow arrangement or a reserve, in accordance with generally accepted accounting principles, against any liabilities associated with the equity securities or assets sold or disposed of in such Realization Event and retained by the OEP Investors after such Realization Event, including, without limitation, liabilities related to any indemnification obligations associated with the securities or assets sold or disposed of in such Realization Event.
- v) From time to time or upon request from Pacific and in connection with the consummation of any applicable Target Company transaction, OEP shall provide a description of each Success Fee and the applicable Target Company transaction investment on Exhibit A attached hereto, and shall amend such Exhibit A to reflect all Success Fees granted pursuant to the terms hereof, including any Phantom Equity and Applicable Percentage. At the written election of PACIFIC, OEP (and/or any holding company that owns a Target Company) shall also enter into with PACIFIC a customary instrument of usufruct relating to any Phantom Equity under the laws of the Federative Republic of Brazil in form and substance reasonably acceptable to OEP and PACIFIC.
- c. Expenses: OEP shall reimburse PACIFIC for all reasonable expenses incurred by PACIFIC in connection with provision of the Services; provided, however, that such expenses are submitted to OEP within reasonable time as of the date on which the expenses were incurred. Upon receipt of appropriate documentation for such expenses incurred by PACIFIC, OEP will use commercially reasonable efforts to secure timely payment to PACIFIC.
2. In the event PACIFIC identifies a transaction to OEP outside of Brazil that is not related to a Brazilian company or provides substantial assistance to OEP in Brazil in respect of an existing or contemplated OEP investment to be made outside of Brazil, or provides substantial assistance to a portfolio company of OEP, and a transaction or



investment is consummated, the Parties will negotiate in good faith a "Success Fee" to be payable by OEP, as well as any additional terms and conditions associated with such Success Fee.

III. Duration and Termination Clauses

1. The duration of this Agreement is the 36-month period from February 1st, 2011 until January 31st, 2014. OEP and PACIFIC may terminate this Agreement bilaterally, by mutual consent expressed in writing and signed by both Parties. OEP may also terminate this Agreement at any time, provided OEP sends written notice 90 days in advance.

2. Should OEP terminate this Agreement pursuant to Clause III (1), OEP shall not be obligated to make further monthly retainer fee payments described in Clause II(1)(a) above but shall only pay or reimburse outstanding travel fees and expenses due.

3. If for any reason this Agreement is terminated or expires in accordance with its terms, PACIFIC shall be entitled to the applicable Success Fees set forth above in the event that at any time within 12 months from the date of termination (the "Tail Period"), OEP enters into an agreement (which results in a Transaction that is ultimately consummated) or consummates a Transaction with a Target Company involving a company, co-investor or Transaction introduced to OEP by PACIFIC. For the avoidance of doubt, in the event this Agreement is terminated, if Pacific receives any portion of its Success Fee in respect of a consummated Transaction in the form of Phantom Equity, whether such Transaction is consummated by OEP prior to or during the Tail Period, Pacific shall continue to hold such Phantom Equity notwithstanding any such termination and shall be entitled to receive the Realization Event Payment as provided in Clause II(1)(b)(4) hereunder.

4. During or after 24 months after termination, OEP may not hire any PACIFIC employee without PACIFIC's prior written consent.

IV. Notices

All notices, requests, demands, claims and other communications herein shall be in writing and sufficient if (i) delivered personally (acknowledging receipt), (ii) delivered by certified mail, return receipt requested, (iii) telecopied (acknowledging receipt), or (iv) sent to the recipient by an internationally recognized overnight courier service (charges prepaid) and addressed to the intended recipient as set forth below:

if to PACIFIC:

PACIFIC INVESTIMENTOS Ltda.

Av. Faria Lima 2179, cj 72

São Paulo SP 01452-000 - Brazil

Attn: [REDACTED]

Phone: [REDACTED]

Fax: [REDACTED]

if to OEP:

One Equity Partners IV, L.P.
320 Park Avenue, 18th Floor
New York, NY 10022, USA
Attn: Richard W. Smith
Phone: 1-212- 277-1576
Fax: 1-212-277-1586

Or to such other address as the recipient Party to whom notice is to be given may have furnished to the other Party in writing in accordance herewith. Any such communication shall be deemed to have been delivered and received (a) in the case of personal delivery, on the date of such delivery, (b) if telecopied, on the date telecopied, and (c) in the case of delivery by an internationally-recognized, overnight courier, two Business Day following its dispatch.

V. Exclusivity

Subject to the next succeeding paragraph, OEP agrees that PACIFIC will participate in negotiations and be remunerated with respect to potential Transactions in Target Companies that OEP is working on in Brazil or that PACIFIC has worked on with OEP or for Transactions that have been introduced to OEP by contacts that result from introductions made by PACIFIC. PACIFIC represents that it and its employees are acting exclusively on behalf of OEP with respect to potential Transactions and Target Companies in excess of \$20 million and shall not introduce any Target Companies to third parties without the consent of OEP; provided, however, that if OEP consents to such third party introduction, PACIFIC shall disclose to OEP on a monthly basis all transactions on which PACIFIC has been working with such third parties, as well as all transactions that have been consummated with such parties. After PACIFIC and OEP begin discussing any potential Transactions and Target Companies together, PACIFIC and its employees may not show any potential Transactions to, or work with any other parties, without OEP's prior written consent and release.

OEP may decide to hire a third party advisor that will provide complementary services on any Transactions, without any change to the remuneration described herein.

PACIFIC shall be deemed to be and shall be an independent contractor and as such, shall not be entitled to any benefits applicable to the employees of OEP. This Agreement does not create any actual or apparent relation of employee and employer between PACIFIC and OEP.

VI. Confidentiality

Each Party agrees to hold in confidence and not disclose confidential information received from the other or any information generated in connection with the Services provided by PACIFIC hereunder, including information regarding OEP and Target Companies ("Confidential Information"), and agrees to use the information only for the purposes of



the Services and to disclose the Confidential Information to its employees on a need to know basis only. Any work product generated by PACIFIC in connection with a possible Transaction that has not been consummated shall be the property of OEP, and PACIFIC may not retain or share such work product with any third party for a period of one year from the date of termination of this Agreement. All work products related to Transactions that have been closed will be the property of OEP, and PACIFIC may not retain or share such work product with any third party without the written consent of OEP.

Confidential Information does not include information that is:

- a. Known or generally available to the public (other than through a violation hereof);
- b. Already and lawfully in the possession of a Party at the time of disclosure by the other Party;
- c. Received from a third party without of any confidentiality obligations to the disclosing party; and/or
- d. Which is developed independently by the receiving Party without reference to or help from Confidential Information disclosed by the other Party.

PACIFIC and OEP also agree that no information regarding the relationship between the Parties, this Agreement, any Target Company, a possible Transaction or a consummated Transaction shall be disclosed or distributed to the public or third party, except as provided in any legal documents memorializing a Transaction or as otherwise authorized by OEP.

VII. Foreign Corrupt Practices Act

1. OEP and PACIFIC are committed to compliance with the laws of Brazil as well as the laws of other countries that are, or may be, of potential relevance, including the U.S. Foreign Corrupt Practices Act ("FCPA"), 15 U.S.C. §§78dd-1, 78dd-2 and 78dd-3 and the UK Bribery Act 2010 ("Anti-Corruption Laws"). Accordingly, PACIFIC, for itself and for any owner, partner, director or employee of PACIFIC, hereby represents and warrants that:
 - a. PACIFIC is now in compliance with the laws of Brazil applicable to PACIFIC's performance under this Agreement as well as the Anti-Corruption Laws of any other countries or jurisdictions that are applicable to the transactions contemplated herein and will remain in compliance with all such laws for the duration of the Agreement. The provisions of this Agreement and the transactions contemplated thereby, including the compensation of PACIFIC, are legal and binding under the laws and policies of the relevant jurisdictions, including, without limitation, all Anti-Corruption laws and applicable laws and regulations relating to taxation and exchange control.
 - b. PACIFIC has not taken and will not take any actions in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, directly or indirectly, to any government



official (including any officer or employee of a foreign government or government-controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or official thereof, or candidate for political office, all of the foregoing being referred to as "Government Officials") or to any other person or company while knowing that all or some portion of the money or value will be offered, given or promised to a Government Official for the purposes of obtaining or retaining business or securing any improper advantage.

- c. PACIFIC has not taken and will not take any actions in furtherance of an offer, payment, promise to pay or authorization of the payment or giving of, or a request or acceptance of, money or anything else of value, to or by any other person (whether or not a Government Official) while knowing that all or some portion of the money or value offered, given or promised to such other person is for the purpose of securing the improper performance of that person's function or misuse of that person's position.
 - d. No part of the payments received by PACIFIC, directly or indirectly, from OEP will be used for any purpose which would cause a violation of the laws of Brazil or any other applicable jurisdiction including any Anti-Corruption Laws.
 - e. Neither PACIFIC nor any owner, partner, officer, director or employee of PACIFIC or of any affiliate company of PACIFIC is or will become a Government Official during the term of this Agreement without prior written notice to OEP.
 - f. PACIFIC will abide by the general principles and spirit of JPMorgan Chase's Anti-Bribery Policy; acknowledge receipt of such Policy, have or will complete initial training in respect of such Policy and hereby agree to undertake such additional training in respect of such Policy as may be required from time to time by OEP.
2. In connection with the foregoing representations and warranties, OEP and PACIFIC further agree as follows:
- a. In the event of a breach of any of the foregoing representations and warranties, any claims for payment by any party with regard to any transaction for which a breach of the representations has occurred, including claims for sales or services previously rendered, shall be void and all payments previously made (including any Phantom Equity) shall be refunded or returned to the other party. The breaching party shall further indemnify and hold the other party harmless against any and all claims, losses or damages arising from or related to such breach or cancellation of the Agreement.
 - b. All payments due to PACIFIC under this Agreement will be made by check or bank transfer, and no payments will be made in cash or bearer



instruments. No payments which are owed to PACIFIC hereunder will be made to a third party instead, and all payments will be made in Brazil or to an account held by PACIFIC and which is fully compliant with the laws of Brazil.

- c. OEP may terminate this Agreement immediately upon written notice in the event that it concludes, in its sole opinion to be justified in writing to PACIFIC, that PACIFIC has breached any representation or warranty under this Agreement or that a breach is substantially likely to occur unless the Agreement is so terminated. Such supposition of likelihood of breach shall be justified in writing to PACIFIC.
- d. PACIFIC will keep accurate books and records in connection with its services to be performed under this Agreement and will make such books and records available to the auditors for OEP if requested. PACIFIC will fully cooperate in any audit that may be conducted.

VIII. Other Important Issues

OEP acknowledges that PACIFIC may, at OEP's written request, serve as OEP's legal representative before various Brazilian authorities in respect of certain OEP investments. In such capacity, PACIFIC will be deemed a "Covered Person" as defined in and pursuant to the terms of, and subject to the limitations set forth in, OEP's organizational documents (the excerpts of which are attached hereto as Exhibit B) and, accordingly, PACIFIC shall be entitled to indemnification by OEP in accordance with the terms of such organizational documents to the extent of such representation before such Brazilian authorities.

This Agreement can only be modified through written agreement of both Parties. This Agreement may be executed in counterparts and shall be governed by the laws of the State of New York, exclusive of its conflicts of law rules any controversy or claim arising out of or in connection with this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its International Arbitration Rules, and judgment on the award(s) rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be New York, New York.

This Agreement supersedes all prior Agreements signed between PACIFIC and OEP.



IX. IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective undersigned and duly authorized officers on the date listed below.

One Equity Partners IV, L.P.

By: OEP General Partner IV, L.P.,
Its General Partner

By: OEP Parent LLC,
Its General Partner

By: 
Name: Richard W. Smith
Title: Managing Director
Date:

PACIFIC INVESTIMENTOS Ltda.



Date:

EXHIBIT A

Target Company Transaction Description	Shares Acquired
Acquisition of 13,683,815 common shares of Allied Advanced Technologies SA ("AAT").	2% Phantom Equity equivalent to 273,676 shares of AAT stock

Target Company Transaction Description	Shares Acquired
Acquisition of 100,000 common shares of Portal de Documentos SA ("Portal").	3% Phantom Equity equivalent to 3000 shares of Portal stock



EXHIBIT B

**[RELEVANT INDEMNIFICATION PROVISIONS FROM OEP ORGANIZATIONAL
DOCUMENTS]**