

“Material Adverse Effect” means any fact or state of facts, circumstance, change, effect, occurrence or event that when considered either individually or in the aggregate (i) is or would be reasonably expected to be materially adverse to the business, operations, assets, liabilities, value or financial condition of any of the Invested Companies,¹ (ii) could be reasonably expected to result in Losses for the Investor or any of the Invested Companies, in each case equal to or in excess of [USD amount],² (iii) is or would be reasonably expected to impair the ability of the Parties to consummate the transactions contemplated in this Agreement, (iv) results in a filing for a debt reorganization, or other form of insolvency relief by any of the Original Shareholders and the Invested Companies, regardless of the acceptance or denial of such filing or any filing for bankruptcy not settled within the legal deadline, (v) has led to the termination of (other than by expiration under the current term of the agreement), or material reduction in value of any agreements with clients of the Invested Companies which represent individually or in the aggregate 15% or more than of the total rental and services net revenues (excluding sale of assets) of the Invested Companies; or (vi) an event of default under any indenture or similar document related to the debentures or other debt instruments issued by any of the Invested Companies; provided that any fact, or state of fact, event, circumstance, development, change or effect arising out of, relating to or resulting from any of the following, either alone or in combination, shall not constitute a Material Adverse Effect: (a) the announcement of the transactions contemplated by this Agreement (including by reason of the identity of the Investor or any plans or intentions of the Investor with respect to the conduct of the activities of the Invested Companies), (b) actions or omissions of the Original Shareholders and/or the Invested Companies taken with the specific prior written consent of the Investor or otherwise expressly permitted hereunder, (c) any failure by any of the Invested Companies to meet any projections or forecasts presented to the Investor, or (d) events and circumstances resulting from changes in prevailing interest rates or currency exchange rates or general economic conditions affecting the Invested Companies’ industry in Brazil, (e) any change or condition generally affecting the Invested Companies’ industry in Brazil, or (f) the commencement or continuation of a natural disaster, war, acts of terrorism or any other local, international or national calamity, provided, however, that the effect of the fact, state of fact, event, circumstance, development, change or effect in the exclusions set forth in clause (e), shall constitute a Material Adverse Effect to the extent that such act, fact, event, circumstance, development, change or effect materially and disproportionately has a greater adverse effect on the business, operations, assets,

¹ Classic definition is clause (i). Clause (ii) very unusual in NY deals; often included in Brazil for example.

liabilities, value or financial condition of the Invested Companies as compared to the adverse effect that such act, fact, event, circumstance, development, change or effect has generally on other companies operating in the same industries in which the Invested Companies operate.