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SHARE PURCHASE AND SALE AGREEMENT

entered into on between

[Bid's Winner], [full qualification], hereby represented in the form of its Bylaws/Articles of Association, by its legal representative below subscribed ("**Buyer**"); and

[Minority Shareholder], [full qualification], in this act represented in the form of its organizational documents ("**Seller**")

Buyer and **Seller** will be hereinafter called individually "**Party**" and jointly "**Parties**";

And as Intervening Party:

CENTRAIS ELÉTRICAS DE RONDÔNIA S.A., government-controlled closed corporation, with headquarters and jurisdiction in the city of Porto Velho, State of Rondônia, at Av. Imigrantes, n. 4137, enrolled at the National Taxpayers' Registry ("CNPJ") under No. 05.914.650/0001-66, herein represented in the terms of its Corporate Bylaws by its legal representatives, hereunder ("Distributor").

WHEREAS Distributor is a government-controlled corporation in the field of activity of electric power in the cities of the State of Acre, as the Seller holds [--] ([--]) ordinary/preferred shares in the capital stock of the Distributor ("Shares");

WHEREAS the Distributor was included in the National Privatization Program – PND – and qualified in the Investment Partnership Program – PPI, in the terms of Law no. 13.334, dated of September 13th, 2016, Law no. 9.491, dated of December 9th, 1997, Federal Decree no. 2.594, dated of May 15th, 1998 (as amended), and Federal Decree no. 8.893, dated of November 1st, 2016;

WHEREAS, due to the privatization process, eighty-six billion, twenty million, two hundred and forty-nine thousand, four hundred and eighty (86,020,249,480) ordinary shares and thirty-one billion, five hundred and eighteen million, one hundred and eleven thousand, four hundred (31,518,111,400) preferred shares were put for sale, all registered and without par value of Distributor and held by **CENTRAIS ELÉTRICAS BRASILEIRAS S.A. – ELETROBRAS**, a, government-controlled publicly-held corporation, incorporated under the terms of Law 3.890-A, dated of April 25th, 1961, with headquarters in Brasília, Federal District, and main office at Avenida Presidente Vargas, n. 409, 13th floor, in the city of Rio de Janeiro, State of Rio de Janeiro, enrolled at the National Taxpayers' Registry ("CNPJ") under n. 00.001.180/0001-26, ("Eletrobras"), through sequential bid, held in public session, on [--], at B3 S.A. – BRASIL, BOLSA, BALCÃO ("B3") ("Bid"), under Public Notice of Bid n.

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2/2018-PPI/PND ("Public Notice"), in the terms of article 4, item I, of Law no. 9.491, of September 9th, 1997;

WHEREAS the Bid was held on [--], in B3 S.A. – Bolsa de Valores, Mercadorias e Futuros ("B3"), having the Buyer won the Bid, with obligation, in the terms of the Public Notice of Bid n. 2/2018-PPI/PND, to enter on and observe the terms and conditions set forth herein in order to become the controlling shareholder of Distributor;

WHEREAS, in the terms of Decree 9.192, dated of November 6th, 2017 and Resolution 20, dated of November 8th, 2017, as amended, both issued by the Investment Partnership Program Board ("Resolution CPPI"), the minority shareholders of Distributor have the right to dispose of the shares held by it in the capital stock of Distributor to Buyer, for the same price that Eletrobras is selling its shares of Distributor to Buyer;

WHEREAS, after homologation of Buyer as the Bid winner, Seller, in the capacity of minority shareholder of Distributor, stated its interest in exercising its right of joint sale above mentioned, in a way that all its Shares must be disposed of to Buyer along with the shares of Eletrobras, Buyer having, therefore, in the terms of the Public Notice of Bid n. 2/2018-PPI/PND, to enter on and observe the terms and conditions set forth herein;

WHEREAS, in the terms of Resolution CPPI, Seller will receive, due to the disposal of Shares, the amount resulting from the same calculation made for the disposal of shares of Eletrobras to Buyer;

The Parties mutually decide to enter into the present Share Purchase and Sale Agreement, hereinafter simply referred to as the "Agreement", which will be ruled by the following clauses and conditions that the Parties and the Consenting Intervening Party mutually grant each other and accept, without any vice, including that of consent, namely:

1. OBJECT

1.1. The object hereof is to establish the terms and conditions of the acquisition by Buyer of the Shares of Distributor held by Seller, which are free and clear of any encumbrances, burdens or rights of any nature, including securities, liens, charges, guarantees, options, retention rights, vote covenants, subscription rights, disposals or fiduciary sales and any other real rights of guarantee, environmental encumbrances, tax burdens, violations, rents, licenses, easements, adverse demands, reversionary interests, preference agreements, restrictive agreements and any other conditions or restrictions of use, vote, transfer, distribution of results or other exercises of property attributes ("Burden"), as applicable.

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2. PURCHASE AND SALE OF SHARES

2.1. Observed the terms and conditions established herein and in the Public Notice and Resolution CPPI, Seller in this act sells to Buyer all Shares of Distributor of its title, totally subscribed and paid off, free and clear of all and any Burden with all they represent.

2.2. In view of the above, the Shares are transferred and sold in the act by Seller to Buyer with all its rights and advantages, whether they are related to results obtained prior to the execution hereof.

3. PRICE AND PAYMENT

3.1. In the terms of Resolution CPPI, the acquisition price of Seller's Shares was calculated according to the same criteria of the amount attributed to shares of Eletrobras that are disposed of to Buyer, totaling, therefore, an amount of R\$ [--] ([--]), which corresponds approximately to the unit amount of R\$ [--] per Share ("Acquisition Price"), which is paid by Buyer to Seller, on this date, on demand, in national legal tender.

3.2. In view of the above, the Parties undertake to arrange, or cause Distributor or any third party indicated by it arrange, within ten (10) days counted from the present date, the recording of transfer of Shares in the respective Book of Transfer of Shares and the Book of Record of Registered Shares of Distributor, and the Parties must execute such books.

3.3. Nevertheless, Seller authorizes Distributor and/or any third party indicated by it to practice all acts and sign all documents and instruments required for the effective transfer of Shares to Buyer, as regards the recording of transfer in the Book of Transfer of Shares and Book of Record of Registered Shares of Distributor.

3.4. Once the transfer of Shares of Seller to Buyer is recorded in the respective corporate books above mentioned, the Parties will grant to each other the full, general, complete and irrevocable discharge in relation to the transfer of Shares, to claim nothing else whatsoever.

4. RESPONSIBILITY FOR OVERSTATED ASSETS, UNDISCLOSED LIABILITIES AND CONTINGENCIES

4.1. Seller will not be responsible whatsoever, wholly or partially, individually, severally and/or jointly, for any overstated assets, undisclosed liabilities and contingencies of any nature of Distributor, whether or not they have been mentioned and/or identified during the legal audit conducted in Distributor by BNDES, or have been provisioned or not in the financial statements of Distributor, after all, Seller will not be responsible whatsoever,

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wholly or partially, individually, severally and/or jointly, for any direct or indirect losses, loss of profits, including, without limitation, before Buyer.

5. NOTIFICATIONS

5.1. All notices, agreements, waivers and other notifications must be made in writing and delivered by registered letter, courier, in hands, or sent by e-mail (in this case, before reception confirmation), as the case may be, to the addresses below described (or any other address indicated by the Parties):

a) If to Buyer, it must be sent to:

Name: [--]

Address: [--]

CEP [Zip Code]: [--]

City/State

C/O: [--]

E-mail: [--]

Fax: [--]

b) If to Seller, it must be sent to:

Name: [--]

Address: [--]

CEP [Zip Code]: [--]

City/State

C/O: [--]

E-mail: [--]

Fax: [--]

5.2. The communications and/or notifications will be deemed duly delivered: (i) immediately after forward, when sent by e-mail with reception confirmation or through telecopy from 9AM to 6PM (Brasília time) on any business day, and when sent out of such time, at 9AM (Brasília time) on the following business day; (ii) on the date of reception, when delivered in hands, through courier or registered letter on any business day. Any of the Parties can change the address for forward of notifications, through written notification to the other Party, in the terms of this Clause.

6. GENERAL PROVISIONS

6.1. Each of the Parties must bear further with the respective taxes that can arise from the operations and obligations set forth herein.

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6.2. This Agreement benefits and binds the Parties and their successors and assignees, being executed on an irrevocable and irreversible basis. The Parties cannot assign or transfer this Agreement and any of its rights and obligations, without the prior express written consent of the other Party, it being certain that any attempt of assignment made in violation to this Clause will be void.

6.3. This Agreement becomes effective on the date of its execution and will remain in force while the obligations of each of the Parties subsist.

6.4. This Agreement cannot be changed or edited, except before written instrument duly signed by all Parties, observed the eventual corporate and applicable authorizations, as the case may be.

6.5. In the event that any term, provision, obligation or restriction of this Agreement is deemed, by a body with competent jurisdiction or another authority, invalid, null, unenforceable or against the regulatory policy, all remaining terms, provisions, obligations and restrictions of this Agreement will remain valid and binding and will not be whatsoever affected, damaged or invalidated, and this Agreement will be reformed, construed and performed as if such invalid, illegal or unenforceable term, provision, obligation or restriction had never been contained herein.

6.6. No delay or omission of any of the Parties in exercising any right in the terms hereof will be deemed a waiver of such right, nor hinder the subsequent exercise of such right, and either of the Parties that wishes to waive any of its rights, set forth herein, can only do it through written instrument signed by the Party that has waived such right.

6.7. Buyer has full knowledge of the legislation in force in Brazil, including norms and regulations issued by ANEEL [Brazilian Electricity Regulatory Agency], Brazil Central Bank, Security Commission and any norms relating the electric power distribution and it cannot claim ignorance of any law or norm in force, and will assume full responsibility for the obligations and limitations resulting from the laws and norms that might be edited by the Government.

7. JURISDICTION

7.1. The Parties undertake to make reasonable efforts to try to settle amicably any doubt, controversy or dispute related to, or deriving from the obligations set forth herein, before lodging any action, demand or legal proceeding for such.

8.2. The Parties hereby elect the jurisdiction of the Judicial District of Brasília, Federal District to settle any judicial affairs in connection with the present Agreement, expressly waiving to any other jurisdiction, no matter how privileged it might be.

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IN WITNESS WHEREOF, the Parties execute the present Agreement in three (03) counterparts of equal content and form, in the presence of two (02) witnesses.

[Place], [date].

[PARTIES]

[WITNESS]