

São Paulo, November 1<sup>st</sup>, 2017.

To the Creditors of Tectsis Tecnologia e Sistemas Avançados S.A.

Re: Information letter to the creditors provided for in Article 164, Paragraph 1 of Law No. 11101/2005

Tectsis Tecnologia e Sistemas Avançados S.A. (“Tectsis”) hereby informs that on September 28, 2017, it filed a request for homologation of an Extrajudicial Reorganization Plan (“Plan”), which was submitted to the 2nd District Court of Bankruptcy and Judicial Reorganizations of the Central Court of São Paulo – State of São Paulo, pending under No. 1096653-48.2017.8.26.0100, and may be accessed by means of electronic consultation system of the Court of the State of São Paulo (<http://www.tjsp.jus.br/>).

The Plan intends to restructure all unsecured and secured credits in force until the filing date of request, aiming at overcoming the financial crisis the company is undergoing.

Thus, Tectsis obtained the agreement of over 3/5 of unsecured creditors and 100% of secured creditors, pursuant to the quorum required by Article 163 of Law No. 11101/2005 (“LRF”).

It is worth mentioning that, under Sections 3 and 10 of the Plan, secured creditors shall receive the asset sale proceeds, while the unsecured creditors will be eligible to select, amongst four options offered, the alternative receipt of credit that best suits their interests, namely:

- **Option 1:**

Debentures. 50% of the credit amount of adhering creditor shall be used in the subscription and payment of Debentures;

Installment Payment. 20% of the credit amount of adhering creditor shall be paid in cash, as per conditions described for Installment A<sup>1</sup> of the Plan;

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<sup>1</sup> **INSTALLMENT A - Monetary Adjustment**. For credits in Brazilian Reais, the monetary adjustment by IPCA shall apply, plus 6% annual interest rates as of the date of request for homologation until the actual payment of the credits. The LIBOR rate shall apply to credits in foreign currency, plus 3% annual interest rates, restricted to 6% per year as of the Judicial Homologation of the Plan until the date of effective payment of the credits; **Grace Period**. No amount shall be paid during 24(sic) period as of the date of request; **Payment Conditions**. After the grace period, payment of principal and interest rates shall be made in 120 monthly consecutive installments; **Guarantees**. None; **Exchange Variation**. Credits in foreign currency shall remain in

Bullet Payment. 30% of the credit amount shall be paid in cash, as per payment conditions provided for in Installment B<sup>2</sup> of the Plan.

- **Option 2:**

Discount. 30% of the credit amount of adhering creditor shall be the minimum percentage to be deducted;

Installment Payment. 40% of the credit amount of adhering creditor shall be paid in cash, as per conditions described for in Installment C<sup>3</sup> of the Plan;

ICMS (State Value-Added Tax on Goods and Services). 30% of the credit amount of adhering creditor shall be paid by means of transfer of ICMS credits accumulated by Tectis and confirmed by the appropriate administrative entity, as described in the Plan and its exhibits.

- **Option 3:**

Discount. 50% of the credit amount of creditor adhering to this option of the Plan shall be deducted;

Installment Payment. 50% of the credit amount of adhering creditor shall be paid in cash, as per conditions described for Installment C of the Plan.

- **Option 4:**

Discount. 68% of the credit amount of creditor adhering to this option shall be deducted;

Cash Consideration. 2% of the credit amount of creditor adhering to this option shall be paid in cash within twenty (20) calendar days as of the date of judicial homologation of the Plan;

Installment Payment. 30% of the credit amount of creditor adhering to this option shall be paid in cash, as per conditions described for Installment D<sup>4</sup> of the Plan.

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the currency in which they were originally recorded and shall be converted into Brazilian Reais on the date preceding the payment, unless creditor previously opts for conversion.

<sup>2</sup> **INSTALLMENT B - Monetary Adjustment and Interest Rates.** For credits in Brazilian Reais, the monetary adjustment by IPCA shall apply as of the date of request for homologation until the actual payment of the credits and without interest rates; **Grace Period.** No amount shall be paid during 12-year period as of the date of request; **Payment Conditions.** After the grace period, payment of principal shall be made in a lump sum; **Guarantees.** None; **Exchange Variation.** Credits in foreign currency shall remain in the currency in which they were originally recorded and shall be converted into Brazilian Reais on the date preceding the payment, unless creditor previously opts for conversion.

<sup>3</sup> **INSTALLMENT C- Monetary Adjustment.** For credits in Brazilian Reais, the monetary adjustment by IPCA shall apply as of the date of request for homologation until the actual payment of the credits and without interest rates; **Grace Period.** No amount shall be paid during 24(sic) period as of the date of request; **Payment Conditions.** After the grace period, payment of principal and interest rates shall be made in 96 monthly consecutive installments; **Guarantees.** None. **Exchange Variation.** Credits in foreign currency shall remain in the currency in which they were originally recorded and shall be converted into Brazilian Reais on the date preceding the payment, unless creditor previously opts for conversion.

<sup>4</sup> **INSTALLMENT D - Monetary Adjustment.** For credits in Brazilian Reais, the monetary adjustment by IPCA shall apply, plus 6% annual interest rates as of the date of request for homologation until the actual payment of the credits. The LIBOR rate shall apply to credits in foreign currency, plus 3% annual interest rates, restricted to 6% per year as of the Judicial Homologation of the Plan until the date of effective payment of the credits; **Grace Period.** No amount shall be paid during 36(sic) period as of the date of request; **Payment Conditions.** After the grace period, payment shall be made in three annual and consecutive

Pursuant to Paragraph 2 of Article 164 of LRF, within thirty (30) days as of the publication of notice (which happened on October, 31, 2017), creditors may file opposition to the Plan, attaching their proof of credit and pieces of evidence supporting their allegations, which shall comply with the list provided for in Paragraph 3 of this Article.

Within the same term, the unsecured creditors shall formalize their respective payment option selected by sending the Notice of Exercise. Such choice is final, definitive, binding and irrevocable, and subsequent retraction or option change may only be made if previously agreed by Tecsis.

The unsecured creditors that do not formalize their option selected for payment of their respective credits or select option of payment in disagreement with provisions of the Plan shall be deemed for all effects, as having adhered to Option 3, under Section 6 of the Plan.

In addition, you can find additional information on the out-of-court reorganization proceeding and the Plan submitted by the company on Tecsis' website at [www.tecsis.com.br](http://www.tecsis.com.br) and in the presentation attached hereto.

Tecsis remains at your disposal for any further clarification referring to this letter via email [recupera@tecsis.com.br](mailto:recupera@tecsis.com.br) and telephone number +55 11 98743-7264.

Yours faithfully,

**TECSIS – TECNOLOGIA E SISTEMAS AVANÇADOS S.A.**

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installments, the first of which shall be due on the 36th anniversary of the date of request. **Guarantees.** None. **Exchange Variation.** Credits in foreign currency shall remain in the currency in which they were originally recorded and shall be converted into Brazilian Reais on the date preceding the payment, unless creditor previously opts for conversion.

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