

04 DEC. 2018

## NOTICE OF CLASS ACTION MEMORANDUM

DATE: NOVEMBER 27, 2018

SECURITY DESCRIPTION: CENTRAIS ELETRICAS BR-SP ADR

ISIN: US15234Q2075

HEARING DATE: DECEMBER 05, 2018

EXCLUSION DATE: NOVEMBER 14, 2018

PROOF OF CLAIM DEADLINE: JANUARY 04, 2019

Enclosed for your consideration is a Notice of Pendency of Class Action, Proposed Settlement of Class Action, and Proof of Claim involving the above-mentioned Security. Kindly note that if you wish to participate in the settlement please complete the enclosed Proof of Claim and forward it together with any supporting documentation if required, postmarked no later than, **JANUARY 04, 2019**: to the following address:

CLAIMS ADMINISTRATOR:  
Eletrabras Securities Litigation  
C/O Epiq Class Action & Claims Solutions, Inc.  
Post Office Box 2838  
Portland, OR 97208-2838  
Website: [www.EletrabrasSecuritiesLitigation.com](http://www.EletrabrasSecuritiesLitigation.com)  
Telephone: 888-396-9602

Contact your account representative if you require additional information relating to activity within your account during the class action period.

Kind Regards,  
Corporate Actions/ Reorganization Department

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

IN RE ELETROBRAS SECURITIES LITIGATION

Case No. 15-cv-5754-JGK

**NOTICE OF (I) PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION AND PLAN OF ALLOCATION; (II) SETTLEMENT HEARING; AND (III) MOTION FOR AWARD OF ATTORNEYS' FEES AND REIMBURSEMENT OF LEAD PLAINTIFFS' AND LEAD COUNSEL'S LITIGATION EXPENSES**

**TO: ALL PERSONS AND ENTITIES WHO PURCHASED OR OTHERWISE ACQUIRED CENTRAIS ELÉTRICAS BRASILEIRAS, S.A. COMMON AND/OR PREFERRED AMERICAN DEPOSITORY SHARES ("ADSs") (TRADING SYMBOLS EBR AND EBR.B, RESPECTIVELY) BETWEEN AUGUST 17, 2010 AND JUNE 24, 2015, BOTH DATES INCLUSIVE (the "SETTLEMENT CLASS").**

***A FEDERAL COURT HAS AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.***

**NOTICE OF SETTLEMENT:** Please be advised that the Court-appointed Lead Plaintiffs Dominique Lavoie and City of Providence, Rhode Island (collectively, "Lead Plaintiffs"), on behalf of themselves and the Court-certified Settlement Class (as defined below), have reached a proposed settlement of the above-captioned securities class action lawsuit (the "Action") for a total of Fourteen Million Seven Hundred Fifty Thousand Dollars (\$14,750,000.00) in cash that, if approved, will resolve all claims in the Action.<sup>1</sup>

**PLEASE READ THIS NOTICE CAREFULLY.** This Notice explains important rights you may have, including the possible receipt of cash from the Settlement. If you are a Settlement Class Member, your legal rights will be affected whether or not you act.

If you have any questions about this Notice, the proposed Settlement, or your eligibility to participate in the Settlement, please do not contact Centrais Elétricas Brasileiras S.A. ("Eletrobras" or the "Company") or the Court. All questions should be directed to Lead Counsel or the Claims Administrator.

- Description of the Action and Settlement Class:** This Notice relates to a proposed Settlement of claims in a pending securities class action lawsuit brought by investors alleging, among other things, that Defendants Eletrobras, José da Costa Carvalho Neto, and Armando Casado de Araújo (collectively, the "Defendants"), violated the federal securities laws by failing to disclose facts regarding alleged bribery and bid rigging schemes at some of the Company's largest construction projects, and the risks these facts posed to the Company's business, prospects and operations. The proposed Settlement, if approved by the United States District Court for the Southern District of New York (the "Court"), will settle claims of the Settlement Class of persons and entities that was certified by the Court pursuant to an Order issued on **August 17, 2018**. The "Settlement Class," as certified by the Court for purposes of this Settlement, means all Persons who purchased or otherwise acquired Eletrobras common and/or preferred American Depositary Shares (trading symbols EBR and EBR.B, respectively) either on a United States exchange or pursuant to other Covered Transactions between August 17, 2010 and June 24, 2015, inclusive. Excluded from the Settlement Class is anyone named as a Defendant in this action; members of the immediate family of any such Defendant; any entity in which any such Defendant or family member has or had a controlling interest; the former and current officers and directors of Eletrobras; or the legal affiliates, representatives, controlling persons, predecessors-in-interest, heirs, assigns, or any other successors-in-interest of any such excluded party. Also excluded from the Settlement Class are those Persons who have timely and validly requested exclusion from the Settlement Class pursuant to the procedure described in this Notice.

<sup>1</sup> All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings provided in the Stipulation of Settlement dated June 29, 2018 (the "Stipulation"), which is available on the website for the Action at [www.EletrobrasSecuritiesLitigation.com](http://www.EletrobrasSecuritiesLitigation.com).

2. **Statement of Settlement Class's Recovery:** Subject to Court approval, and as described more fully below, Lead Plaintiffs, on behalf of themselves and the Settlement Class, have agreed to settle all claims based on the purchase or other acquisition of Eletrobras common and/or preferred ADSs during the Class Period that were or could have been asserted against Defendants in the Action in exchange for a settlement payment of Fourteen Million Seven Hundred Fifty Thousand Dollars (\$14,750,000.00) in cash (the "Settlement Amount") to be deposited into an interest-bearing escrow account. The Net Settlement Fund (*i.e.*, the Settlement Amount plus any and all interest earned thereon (the "Settlement Fund")) less (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any expenses of Lead Counsel or Lead Plaintiffs ("Litigation Expenses") awarded by the Court; and (iv) any attorneys' fees awarded by the Court) will be distributed in accordance with a plan of allocation that is approved by the Court, which will determine how the Net Settlement Fund shall be allocated among members of the Settlement Class. The proposed plan of allocation (the "Plan of Allocation") is set forth in ¶¶ 45–76, below.
3. **Estimate of Average Amount of Recovery Per Share:** Lead Plaintiffs' damages expert estimates that, between August 17, 2010 and June 24, 2015, Eletrobras common ADS and Eletrobras preferred ADS were purchased during the Class Period and held through an alleged corrective disclosure and therefore allegedly were damaged. Lead Plaintiffs' damages expert estimates that, if valid claims for all such ADSs are submitted, the average recovery per share for the Eletrobras common ADSs will be approximately \$0.11 per share, and \$0.17 per share for such Eletrobras preferred ADSs, before deduction of attorneys' fees, costs and expenses awarded by the Court and the costs of providing notice and administering the Settlement. Lead Plaintiffs' damages expert estimates 34,174 allegedly damaged contracts as a result of each Eletrobras common ADS call option purchased and not closed as of an alleged corrective disclosure, and 25,468 allegedly damaged contracts as a result of each Eletrobras common ADS put option written and not closed as of an alleged corrective disclosure, for an average recovery of \$5.57 and \$12.54 per such contract, respectively, before deduction of attorneys' fees, costs and expenses awarded by the Court and the costs of providing notice and administering the Settlement. Further, Lead Plaintiffs' damages expert estimates 773 allegedly damaged contracts as a result of each Eletrobras preferred ADS call option purchased and not closed as of an alleged corrective disclosure, and 2,417 allegedly damaged contracts as a result of each Eletrobras preferred ADS put option not closed as of an alleged corrective disclosure, for an average recovery of \$9.41 and \$14.98 per such contract, respectively, before deduction of attorneys' fees, costs and expenses awarded by the Court and the costs of providing notice and administering the Settlement. A Settlement Class Member's actual recovery will depend on several things, including: (1) the total number of claims filed; (2) the date when Settlement Class Members purchased or acquired their Eletrobras common and/or preferred ADSs during the Class Period; and (3) whether and when Settlement Class Members sold their Eletrobras common and/or preferred ADSs. Distributions to Settlement Class Members will be made based on the Plan of Allocation set forth herein (*see* ¶¶ 45–76, below) or such other plan of allocation as may be ordered by the Court. At least 95% of the Net Settlement Fund will be allocated to Eletrobras common ADSs and Eletrobras preferred ADSs, and no more than 5% will be allocated to Eletrobras options on the common and preferred ADSs.
4. **Statement of Potential Outcome of Case:** The Parties disagree on the potential liability of Defendants, and they do not agree on the average amount of damages per share, if any, that would be recoverable if Plaintiffs were to have prevailed at trial on each claim alleged. Defendants deny that they are liable in any respect or that Plaintiffs suffered any injury. The issues on which the Parties disagree include: (1) whether any Defendant engaged in any conduct subject to challenge under the federal securities laws; (2) the amounts by which Eletrobras ADSs were allegedly artificially inflated (if at all) during the Class Period; (3) the effect of various market forces influencing the trading price of Eletrobras ADSs at various times during the Class Period; (4) the extent to which the various matters that Plaintiffs alleged were materially false or misleading influenced (if at all) the trading price of Eletrobras ADSs during the Class Period; (5) the extent to which the various allegedly adverse material facts that Plaintiffs alleged were omitted influenced (if at all) the trading price of Eletrobras ADS during the Class Period; (6) whether the statements made or facts allegedly omitted were material, false, misleading, or otherwise actionable under the securities laws; and (7) whether, even if liability could be proven, total damages would be greater than \$0.
5. **Statement of Attorneys' Fees and Expenses Sought:** Court-appointed Lead Counsel, Kaplan Fox & Kilsheimer, LLP and Kahn Swick & Foti, LLC, which have been prosecuting the Action on a wholly contingent basis since its inception in 2015, have not received any payment of attorneys' fees for their representation of the Settlement Class and have advanced hundreds of thousands of dollars in expenses necessarily incurred in order to prosecute the Action. As set forth in greater detail below (*see* ¶¶ 14–26 below), Lead Counsel were responsible for: (i) conducting an extensive investigation into the Settlement Class's claims; (ii) drafting two detailed amended complaints; (iii) successfully opposing Defendants' dismissal motion; (iv) briefing Lead Plaintiffs' motion for class certification; (v) engaging in an extensive discovery program, including the taking of and defending of depositions and reviewing hundreds of thousands of pages of documents in English and Portuguese; (vi) engaging in multiple in-person and telephonic meetings regarding a possible

settlement of the Action; and (vii) briefing an independent and experienced mediator on relevant claims and applicable law, before reaching with the mediator's assistance an agreement in principle to settle. Lead Counsel will ask the Court to award attorneys' fees in an amount not to exceed 28.5% of the Settlement Fund. Lead Counsel also will apply for the reimbursement of Litigation Expenses paid or incurred in connection with the prosecution and resolution of the Action, in an amount not to exceed \$850,000.00, which may include the reasonable costs and expenses of Settlement Class Representatives (as defined in ¶ 9 below) directly related to their representation of the Settlement Class. If the Court approves Lead Counsel's fee and expense application, the average cost per affected share of Eletrobras common ADSs will be approximately \$0.04; \$1.91 per call option contract; and \$4.30 per put option contract. The average cost per affected share of Eletrobras preferred ADSs will be approximately \$0.06 per share; \$3.22 per call option contract; and \$5.13 per put option contract.

6. **Identification of Attorneys' Representatives:** Lead Plaintiffs and the Settlement Class are being represented by: Frederic S. Fox, Esq. and Donald R. Hall, Esq., Kaplan Fox & Kilsheimer LLP, 850 Third Avenue, 14<sup>th</sup> Floor, New York, NY 10022, (800) 290-1952, [www.kaplanfox.com](http://www.kaplanfox.com); and Ramzi Abadou, Esq., Kahn Swick & Foti, LLC, 1100 Poydras Street, Suite 3200, New Orleans, LA 70163, (504) 455-1400, [www.ksfcounsel.com](http://www.ksfcounsel.com).
7. **Reasons for the Settlement:** Lead Plaintiffs' principal reason for entering into the Settlement is the substantial cash benefit for the Settlement Class, without the risk or the delays inherent in further litigation. Moreover, the substantial cash benefit provided under the Settlement must be considered against the significant risk that a smaller recovery—or, indeed, no recovery at all—might be achieved after a trial of the Action and the likely appeals that would follow a trial, a process that could last many months, or even years, into the future. Defendants, who deny all allegations of wrongdoing or liability whatsoever, are entering into the Settlement to eliminate the uncertainty, burden and expense of further protracted litigation. The amount of damages recoverable by Settlement Class Members was and is challenged by Defendants. Recoverable damages in this case are limited to losses caused by conduct actionable under applicable law and, had the Action gone to trial, Defendants would have asserted that all or most of the losses of Settlement Class Members were caused by non-actionable conduct or market, industry, or general economic factors. Defendants would also assert, among other things, that their conduct complied with all applicable legal standards and that they did not act with the required state of mind to be liable for any violations of the federal securities laws.

#### YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:

<b>SUBMIT A CLAIM FORM BY: JANUARY 4, 2019.</b>	This is the only way to be eligible to receive a payment from the Settlement. If you are a Settlement Class Member, you will be bound by the Settlement as approved by the Court and you will give up any Released Claims (as defined in ¶ 78 below) that you have against the Released Persons (as defined in ¶ 79 below), so Lead Counsel believes it is in your interest to submit a Claim Form.
<b>OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN NOVEMBER 14, 2018.</b>	If you do not like the proposed Settlement, the proposed Plan of Allocation, or the request for attorneys' fees and reimbursement of Litigation Expenses, you may write to the Court and explain why you do not like them. You cannot object to the Settlement, the Plan of Allocation or the fee and expense request unless you are a Settlement Class Member and you did not previously submit a request for exclusion from the Settlement Class.
<b>FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN NOVEMBER 14, 2018, AND GO TO THE HEARING ON DECEMBER 5, 2018 AT THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, 500 PEARL STREET, NEW YORK, NY 10007.</b>	Filing a written objection and notice of intention to appear by <b>November 14, 2018</b> allows you to speak in Court, at the discretion of the Court, about the fairness of the proposed Settlement, the Plan of Allocation, or the request for attorneys' fees and reimbursement of Litigation Expenses. If you submit a written objection, you may (but do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.



## YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:

### EXCLUDE YOURSELF FROM THE SETTLEMENT BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS RECEIVED NO LATER THAN NOVEMBER 14, 2018.

If you do not wish to be included in the Settlement Class and you do not wish to participate in the proposed Settlement described in this Notice, you may request to be excluded, as described in more detail below. You cannot exclude yourself by phone or by e-mail. If you ask to be excluded from the Settlement Class, you will not get any settlement payment.

### DO NOTHING.

If you are a member of the Settlement Class and you do not submit a Claim Form by **January 4, 2019**, you will not be eligible to receive any payment from the Settlement Fund. You will, however, remain a member of the Settlement Class, which means that you give up your right to sue about the claims that are resolved by the Settlement and you will be bound by any judgments or orders entered by the Court in the Action.

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## WHY DID I GET THIS NOTICE?

8. This Notice is being sent to you pursuant to an Order of the Court because Eletrobras common and/or preferred ADSs may have been purchased during the Class Period (*i.e.*, August 17, 2010 to June 24, 2015) by you, someone in your family, or an investment account for which you serve as custodian. The Court has directed us to send you this Notice because, as a potential Settlement Class Member, you have a right to know about your options before the Court rules on the proposed Settlement of this Action. Additionally, you have the right to understand how a class action lawsuit may generally affect your legal rights. If the Court approves the Settlement, Epiq Class Action & Claims Solutions, Inc., the Claims Administrator selected by Lead Plaintiffs and approved by the Court, will distribute payments pursuant to the Plan of Allocation after any objections and appeals are resolved.
9. In a class action lawsuit, under a federal law governing such lawsuits, the Court appoints one or more investors to oversee litigation brought on behalf of all investors with similar claims, commonly known as the class or the class members. In this Action, the Court has appointed Dominique Lavoie and City of Providence, Rhode Island to serve as "Lead Plaintiffs" and has appointed the law firms of Kaplan Fox & Kilsheimer LLP and Kahn Swick & Foti, LLC as "Lead Counsel" for Lead Plaintiffs and the

Settlement Class in the Action. Pursuant to the Court's Order issued on **August 17, 2018**, Lead Plaintiffs were certified as "Settlement Class Representatives" and Lead Counsel were certified as "Settlement Class Counsel" for settlement purposes. A class action is a type of lawsuit in which the claims of many individuals are resolved together, thus providing the class members with both consistency and efficiency. Here, the Court has already certified the Settlement Class for purposes of this Settlement. Accordingly, the Settlement, if approved by the Court, will resolve all issues on behalf of the Settlement Class Members, except for any Persons who timely submit a request for exclusion in accordance with this Notice.

10. The Court in charge of this case is the United States District Court for the Southern District of New York, and the case is known as *In re Eletrobras Securities Litigation*, Case No. 15-cv-5754-JGK (S.D.N.Y.). The Judge presiding over this case is the Honorable John G. Koeltl, United States District Judge. The people who are suing are called plaintiffs, and those who are being sued are called defendants. In this case, the Lead Plaintiffs are suing on behalf of themselves and the Settlement Class, and have brought claims against the Defendants (defined above). If the Settlement is approved, it will resolve all claims in the Action, all claims that could have been included in the Action, all Released Claims against each and all Released Persons, and will bring the Action to an end.
11. This Notice explains the lawsuit, the Settlement, your legal rights, the benefits that are available, who is eligible for them, and how to get them. The purpose of this Notice is to inform you that a settlement has been reached in the Action and how you might be affected. It also is being sent to inform you of the terms of the proposed Settlement, and of a hearing to be held by the Court (the "Settlement Hearing") to consider the fairness, reasonableness, and adequacy of the proposed Settlement, the proposed Plan of Allocation, and the motion by Lead Counsel for an award of attorneys' fees and reimbursement of Litigation Expenses.
12. The Settlement Hearing will be held on **December 5, 2018 at 4:30 p.m.**, before the Hon. John G. Koeltl, at the Daniel Patrick Moynihan United States District Court for the Southern District of New York, 500 Pearl Street, New York, NY 10007, to determine:
  - a) whether the Court should grant final certification to the Settlement Class pursuant to Fed. R. Civ. P. 23(a) and (b)(3);
  - b) whether the proposed Settlement is fair, reasonable, and adequate and should be approved by the Court;
  - c) whether the Action should be dismissed with prejudice against the Defendants as set forth in the Stipulation;
  - d) whether the proposed Plan of Allocation is fair and reasonable and should be approved by the Court;
  - e) whether Lead Counsel's request for an award of attorneys' fees and reimbursement of Litigation Expenses should be approved by the Court; and
  - f) any other relief the Court deems necessary to effectuate the terms of the Settlement.
13. This Notice does not express any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement, payments to Authorized Claimants will be made after any appeals are resolved, and after the completion of all claims processing. The claims process could take substantial time to complete fully and fairly. Please be patient.

## WHAT IS THIS CASE ABOUT?

### A. Summary of Procedural History and Background on Lead Plaintiffs' Claims

14. This case involves allegations that Defendants violated Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 (the "Exchange Act"), and SEC Rule 10b-5(b) promulgated thereunder.
15. On July 22, 2015, the initial complaint was filed by an individual investor, James Franklin, on behalf of himself and a proposed class of shareholders who purchased Eletrobras common and preferred ADSs.
16. On October 2, 2015, the Court entered an order appointing the Lead Plaintiffs in the Action and Lead Counsel.
17. On December 8, 2015, Lead Plaintiffs filed the Consolidated Amended Complaint for Violation of Federal Securities Laws (the "First Amended Complaint"). The Action alleges that several Eletrobras statements filed with the SEC between August 17, 2010 and June 24, 2015 (the "Class Period") were materially false and misleading when made, and omitted material facts necessary to make the statements not misleading because,

among other reasons, Defendants either knew, or deliberately disregarded, facts regarding a massive bribery and corruption scheme that reached the highest levels of the Company, which subsequently became the subject of major investigations conducted by both Brazilian and U.S. regulators and/or law enforcement agencies. The Complaint further alleges that these materially false and misleading statements caused Eletrobras' common and preferred ADSs to trade at artificially inflated prices. The Complaint alleges that as the truth about Defendants' Class Period misstatements was revealed, it caused Eletrobras' common and preferred ADS prices to drop significantly.

18. Defendants moved to dismiss the First Amended Complaint on January 27, 2016. On February 26, 2016, Lead Plaintiffs filed a Consolidated Second Amended Complaint for Violation of Federal Securities Laws (the "SAC"). On April 15, 2016, Defendants moved to dismiss the SAC. Subsequently, Lead Plaintiffs filed their opposition to Defendants' motion and Defendants filed a reply.
19. On October 21, 2016 Lead Plaintiffs filed a letter motion seeking leave to file additional briefing regarding Annual Reports for fiscal years 2014 and 2015, which were filed on October 11, 2016. The Court granted the request and the parties submitted additional briefing in November and December of 2016. A hearing on Defendants' motion was held on March 9, 2017.
20. On March 27, 2017, Judge Koeltl issued an Order granting in part and denying in part the Defendants' motion to dismiss. On May 5, 2017, Defendants filed their Answer.
21. On June 30, 2017, Lead Plaintiffs moved for class certification and appointment of class representatives and class counsel.
22. After class certification discovery, which included expert and plaintiff depositions and document discovery, class certification briefing concluded on November 22, 2017. A hearing was scheduled to occur on March 12, 2018. At the joint request of the parties and by order of the Court, this hearing was stayed to allow for settlement talks with the assistance of an experienced and independent mediator.

#### **B. The Parties' Settlement Negotiations**

23. On April 27, 2018, a private in-person mediation was conducted in New York City by Jed Melnick, Esq. of JAMS. On May 1, 2018, counsel for the parties executed a term sheet providing for the settlement and release of all claims asserted against the Defendants for Fourteen Million Seven Hundred Fifty Thousand Dollars (\$14,750,000.00) in cash, subject to certain terms and conditions and the execution of a customary "long-form" stipulation of settlement and related papers.
24. Based upon their investigation, prosecution and mediation of the case, Lead Counsel have concluded that the terms and conditions of the Stipulation are fair, reasonable and adequate to the Lead Plaintiffs and the other members of the Settlement Class, and in their best interests. Based on Lead Plaintiffs' oversight of the prosecution of this matter and with the advice of Lead Counsel, each of the Lead Plaintiffs has agreed to settle the claims raised in the Action pursuant to the terms and provisions of the Stipulation, after considering (a) the very substantial financial benefit that Lead Plaintiffs and the other members of the Settlement Class will receive under the proposed Settlement, (b) the significant risks of continued litigation and trial, and (c) the desirability of permitting the Settlement to be consummated as provided by the terms of the Stipulation. The fact that Lead Plaintiffs have agreed to settle the Action shall in no event be construed or deemed to be evidence of or an admission or concession on the part of any Lead Plaintiff of any infirmity in any of the claims asserted in the Action, or an admission or concession that any of Defendants' affirmative defenses to liability have any merit.
25. Defendants have denied and continue to deny each and all of the claims alleged in the Action. Defendants deny that they have committed or intended to commit any wrongdoing or violations of law arising out of any of the conduct, statements, acts, or omissions alleged in the Action, and maintain that their conduct was at all times proper and in compliance with applicable provisions of law. Defendants further deny that they made any material misstatements or omissions in Eletrobras' public filings, press releases, or other public statements, that Plaintiffs or the Settlement Class have suffered any damages, that the prices of Eletrobras ADSs were artificially inflated by reasons of alleged misrepresentations, non-disclosures or otherwise, and that Plaintiffs or the Settlement Class were harmed by any conduct alleged in the Action or that could have been alleged therein. Each of the Individual Defendants further asserts that, at all relevant times, they acted in good faith and in a manner they reasonably believed to be in the best interests of Eletrobras and its shareholders. Defendants, however, recognize the uncertainty and the risk inherent in any litigation, especially complex securities litigation, and the difficulties and substantial burdens, expense, and length of time that may be necessary to



defend the Action through the conclusion of discovery, summary judgment motions, trial, post-trial motions, and appeals. Defendants have therefore determined to settle the Action on the terms and conditions set forth in the Stipulation and to put the Released Claims (as defined at ¶ 78) to rest finally and forever, without in any way acknowledging any wrongdoing, fault, liability, or damages to Plaintiffs and the Settlement Class.

26. On **August 17, 2018**, the Court preliminarily approved the Settlement, authorized this Notice to be disseminated to potential Settlement Class Members, and scheduled the Settlement Hearing to consider whether to grant final approval of the Settlement.

### **HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?**

27. If you are a member of the Settlement Class, you are subject to the Settlement unless you are excluded from the Settlement Class as set forth below. The Settlement Class, as certified by the Court for purposes of this Settlement, consists of all Persons who purchased or otherwise acquired Eletrobras common and/or preferred American Depositary Shares (trading symbols EBR and EBR.B, respectively) either on a United States exchange or pursuant to other Covered Transactions between August 17, 2010 and June 24, 2015, inclusive. Excluded from the Settlement Class is anyone named as a Defendant in this action; members of the immediate family of any such Defendant; any entity in which any such Defendant or family member has or had a controlling interest; the former and current officers and directors of Eletrobras; or the legal affiliates, representatives, controlling persons, predecessors-in-interest, heirs, assigns, or any other successors-in-interest of any such excluded party. Also excluded from the Settlement Class are those Persons who have timely and validly requested exclusion from the Settlement Class pursuant to procedure described in this Notice.

**PLEASE NOTE: RECEIPT OF THIS NOTICE DOES NOT MEAN THAT YOU ARE A SETTLEMENT CLASS MEMBER OR THAT YOU WILL BE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT. IF YOU ARE A SETTLEMENT CLASS MEMBER AND YOU WISH TO BE ELIGIBLE TO PARTICIPATE IN THE DISTRIBUTION OF PROCEEDS FROM THE SETTLEMENT, YOU ARE REQUIRED TO SUBMIT THE CLAIM FORM THAT IS BEING DISTRIBUTED WITH THIS NOTICE AND THE REQUIRED SUPPORTING DOCUMENTATION AS SET FORTH THEREIN POSTMARKED NO LATER THAN JANUARY 4, 2019.**

### **WHAT ARE THE PARTIES' REASONS FOR THE SETTLEMENT?**

28. The principal reason for Lead Plaintiffs' consent to the Settlement is that it provides an immediate and substantial benefit to the Settlement Class, in the form of a substantial monetary recovery. The benefit of the present Settlement must be compared to the risk that no recovery might be achieved after a contested trial and likely appeals, possibly many months, or even years, into the future.
29. If the Parties had not agreed to the Settlement, this Action would have proceeded to summary judgment motions and, depending on the outcome, trial. The claims advanced by the Settlement Class in the Action involve numerous complex legal and factual issues. If the Action were to proceed to trial, Lead Plaintiffs would have to overcome significant defenses asserted by Defendants. Among other things, the parties disagree about (1) whether any Defendant engaged in any conduct subject to challenge under the federal securities laws; (2) the amounts by which Eletrobras ADSs were allegedly artificially inflated (if at all) during the Class Period; (3) the effect of various market forces influencing the trading price of Eletrobras ADSs at various times during the Class Period; (4) the extent to which the various matters that Plaintiffs alleged were materially false or misleading influenced (if at all) the trading price of Eletrobras ADSs during the Class Period; (5) the extent to which the various allegedly adverse material facts that Plaintiffs alleged were omitted influenced (if at all) the trading price of Eletrobras ADS during the Class Period; (6) whether the statements made or facts allegedly omitted were material, false, misleading, or otherwise actionable under the securities laws; and (7) whether, even if liability could be proven, total damages would be greater than \$0. Even after an extensive investigation and substantial discovery, questions remain regarding Defendants' liability or the extent thereof, and whether a jury would find them liable. This Settlement enables the Settlement Class to recover without incurring any additional risk or costs.
30. Defendants have expressly denied and continue to deny all assertions of wrongdoing or liability against them arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Action. Defendants also continue to believe that the claims asserted against them in the Action are without merit. Defendants deny that they are liable in any respect or that Plaintiffs suffered any injury. Defendants have agreed to enter into the Settlement, as embodied in the Stipulation, to avoid the uncertainty, burden and expense of further protracted litigation.



31. In light of the risks associated with a trial of this Action, the monetary amount of the Settlement and the immediacy of this recovery to the Settlement Class, Lead Plaintiffs and Co-Lead Counsel believe that the proposed Settlement is fair, reasonable and adequate, and in the best interests of the Settlement Class. Lead Plaintiffs and Lead Counsel believe that the Settlement provides a substantial benefit to the Settlement Class, namely Fourteen Million Seven Hundred Fifty Thousand Dollars (\$14,750,000.00) in cash (less the various deductions described in this Notice), as compared to the risk that the claims in the Action would produce a smaller, or no, recovery after trial and appeals.

### WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

32. If there were no Settlement and Lead Plaintiffs failed to establish any essential legal or factual element of their claims, neither Lead Plaintiffs nor the other members of the Settlement Class would recover anything from Defendants. Also, if Defendants were successful in proving any of their defenses, either at summary judgment, at trial, or on appeal, the Settlement Class likely would recover substantially less than the amount provided in the Settlement, or nothing at all.

### HOW MUCH WILL MY PAYMENT BE?

33. At this time, it is not possible to make any determination as to how much any individual Settlement Class Member may receive from the Settlement.
34. Pursuant to the Settlement, Defendants have agreed to pay Fourteen Million Seven Hundred Fifty Thousand Dollars (\$14,750,000.00) in cash. The Settlement Amount will be deposited into an interest-bearing escrow account. The Settlement Amount plus all interest earned thereon is referred to as the "Settlement Fund." If the Settlement is approved by the Court and the Effective Date occurs, the "Net Settlement Fund" (that is, the Settlement Fund less (a) all federal, state and local taxes on any income earned by the Settlement Fund and the reasonable costs incurred in connection with determining the amount of and paying taxes owed by the Settlement Fund (including reasonable expenses of tax attorneys and accountants); (b) the costs and expenses incurred in connection with providing notice to Settlement Class Members and administering the Settlement on behalf of Settlement Class Members; and (c) any attorneys' fees and Litigation Expenses awarded by the Court) will be distributed to Settlement Class Members who submit valid Claim Forms, in accordance with the proposed Plan of Allocation or such other plan of allocation as the Court may approve.
35. The Net Settlement Fund will not be distributed until the Court has approved a plan of allocation and the Settlement, and the time for any petition for rehearing, appeal or review, whether by certiorari or otherwise, has expired.
36. Neither Defendants nor any other person or entity that paid any portion of the Settlement Amount on their behalf are entitled to get back any portion of the Settlement Fund once the Court's order or judgment approving the Settlement becomes Final. Defendants shall not have any liability, obligation or responsibility for the administration of the Settlement, the disbursement of the Net Settlement Fund or the Plan of Allocation.
37. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.
38. Only Settlement Class Members, *i.e.*, Persons who purchased or otherwise acquired Eletrobras common and/or preferred American Depositary Shares (trading symbols EBR and EBR.B, respectively) either on a United States exchange or pursuant to other Covered Transactions between August 17, 2010 and June 24, 2015, inclusive, and who or which are not excluded from the Settlement Class, will be eligible to share in the distribution of the Net Settlement Fund.
39. Each Settlement Class Member wishing to participate in the distribution must timely submit a valid Claim Form establishing membership in the Settlement Class, including all required documentation, postmarked on or before **January 4, 2019** to the address set forth in the Claim Form that accompanies this Notice.
40. Unless the Court otherwise orders, any Settlement Class Member who fails to submit a Claim Form postmarked on or before **January 4, 2019** shall be fully and forever barred from receiving payments pursuant to the Settlement, but will in all other respects remain a Settlement Class Member and be subject to the provisions of the Stipulation, including the terms of any Judgment entered and the releases given. This means that each Settlement Class Member releases the Released Claims against the Released Persons and will be enjoined and prohibited from filing, prosecuting, or pursuing any of the Released Claims against any of the Released Persons, whether or not such Settlement Class Member submits a Claim Form.

41. Information Required on the Claim Form: Among other things, each Claim Form must state and provide sufficient documentation for the Claimant's position in Eletrobras common and/or preferred ADSs as of the beginning of the Class Period, all transactions in these ADSs during the Class Period, and the Claimant's closing position in them on the date specified in the Claim Form.
42. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the claim of any Settlement Class Member.
43. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her or its Claim Form.
44. Persons and entities who are either excluded from the Settlement Class by definition or who choose to be excluded in accordance with the process described in this Notice will not be eligible to receive a distribution from the Net Settlement Fund and should not submit Claim Forms.

### **PROPOSED PLAN OF ALLOCATION**

#### **How will my claim be calculated?**

45. As discussed above, the Settlement provides \$14,750,000.00 in cash for the benefit of the Settlement Class. The Settlement Amount and any interest it earns constitute the "Settlement Fund." The Settlement Fund, after deduction of Court-approved attorneys' fees and expenses, Notice and Administration Expenses, Taxes, and any other fees or expenses approved by the Court, is the "Net Settlement Fund." If the Settlement is approved by the Court, the Net Settlement Fund will be distributed to eligible Authorized Claimants—i.e., members of the Settlement Class who timely submit valid Claim Forms that are accepted for payment by the Court—in accordance with this proposed Plan of Allocation ("Plan of Allocation" or "Plan") or such other plan of allocation as the Court may approve. Settlement Class Members who do not timely submit valid Claim Forms will not share in the Net Settlement Fund but will otherwise be bound by the Settlement. The Court may approve this proposed Plan of Allocation, or modify it, without additional notice to the Settlement Class. Any order modifying the Plan of Allocation will be posted on the settlement website, [www.EletrobrasSecuritiesLitigation.com](http://www.EletrobrasSecuritiesLitigation.com).
46. The objective of the Plan of Allocation is to distribute the Settlement proceeds equitably among those Settlement Class Members who suffered economic losses as a result of the alleged wrongdoing. The Plan of Allocation is not a formal damage analysis, and the calculations made in accordance with the Plan of Allocation are not intended to be estimates of, or indicative of, the amounts that Settlement Class Members might have been able to recover after a trial. Nor are the calculations in accordance with the Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants under the Settlement. The computations under the Plan of Allocation are only a method to weigh, in a fair and equitable manner, the claims of Authorized Claimants against one another for the purpose of making pro rata allocations of the Net Settlement Fund.
47. The Eletrobras securities for which a Claimant may be entitled to receive a distribution from the Settlement Fund consist of the Eletrobras common American Depositary Shares ("Eletrobras common ADS"), Eletrobras preferred American Depositary Shares ("Eletrobras preferred ADS"), and Exchange-traded call and put options on Eletrobras common and preferred ADS (collectively, the "Eligible Securities"). At least 95% of the Settlement Fund will be allocated to Eletrobras common and preferred ADS and no more than 5% will be allocated to Eletrobras call and put options on the common and preferred ADS.
48. The Plan of Allocation was developed in consultation with Plaintiffs' damages expert. In developing the Plan of Allocation, Plaintiffs' damages expert calculated the estimated amount of alleged artificial inflation in the per-share prices of Eletrobras common ADS and Eletrobras preferred ADS that was allegedly caused by Defendants' alleged materially false and misleading statements and omissions. In calculating the estimated alleged artificial inflation allegedly caused by those misrepresentations and omissions, Plaintiffs' damages expert considered price changes in the Eletrobras common and preferred ADS in reaction to the public disclosures that allegedly corrected the respective alleged misrepresentations and omissions, adjusting the price change for factors that were attributable to market, industry forces, and/or other non-Company-specific forces and for other Eletrobras-specific information.
49. In order to have recoverable damages under the federal securities laws, disclosure of the alleged misrepresentation and/or omission must be the cause of the decline in the price of the security. In this Action, Plaintiffs allege that Defendants made false statements and omitted material facts during the period from August 17, 2010 through and including June 24, 2015, which had the effect of artificially inflating the prices of the Eletrobras securities. Plaintiffs claim that this alleged artificial inflation was removed from the price of the Eletrobras securities

as the result of the alleged corrective disclosures that occurred during the Class Period.<sup>2</sup> In order to have a "Recognized Loss Amount" under the Plan of Allocation, shares of Eletrobras publicly traded securities must have been purchased or otherwise acquired during the Class Period and held through the issuance of at least one of the corrective disclosures.

### **CALCULATION OF RECOGNIZED LOSS AMOUNT**

#### ***Eletrobras Common ADS***

50. Based on the formulas stated below, a "Recognized Loss Amount" for the Eletrobras common ADS will be calculated for each purchase or acquisition of Eletrobras publicly traded common ADS during the Class Period that is listed on the Claim Form and for which adequate documentation is provided. If a Recognized Loss Amount calculates to a negative number or zero under the formula below, that Recognized Loss Amount will be zero.
51. For each share of Eletrobras publicly traded common ADS purchased or otherwise acquired during any of the periods shown below in Table-1, and:
- a. Sold within the same period, the Recognized Loss Amount per share is zero.
  - b. Sold in a subsequent period, the Recognized Loss Amount per share is the lesser of (i) the decline in inflation per share shown in Table-1; or (ii) the purchase price per share less the sales price per share.
  - c. Retained at the end of June 24, 2015 and sold before September 22, 2015 the Recognized Loss Amount per share shall be the lesser of: (i) the decline in inflation per share shown in Table-1; (ii) the difference between the purchase price and the sale price; and (iii) the difference between the purchase price and the average closing price up to the date of sale as set forth in Table-2 below.
  - d. Held as of the close of trading on September 22, 2015, or sold thereafter, the claim per share shall be the lesser of (i) the decline in inflation per share shown in Table-1; (ii) the difference between the purchase price and the sale price; and (iii) the difference between the purchase price and \$1.55 per share.<sup>3</sup>

#### ***Call Options on Eletrobras Common ADS***

52. For call options on Eletrobras common ADS purchased or otherwise acquired during the period from May 14, 2015 through and including June 24, 2015, the Recognized Loss Amount per call option is zero.
53. For call options on Eletrobras common ADS purchased or otherwise acquired during any of the period shown below in Table-1, excluding the period from May 14, 2015 through and including June 24, 2015, and:
- a. Closed (through sale, exercise, or expiration) within the same period, the Recognized Loss Amount per call option is zero.
  - b. Closed (through sale, exercise, or expiration) in a subsequent period, the Recognized Loss Amount per call option is the difference between the price paid for the call option less the proceeds received upon the settlement of the call option contract.
  - c. Held at the end of June 24, 2015, the Recognized Loss Amount per call option is the difference between the price paid for the call option less the proceeds received upon the settlement of the call option contract.
54. For call options on Eletrobras common ADS written from August 17, 2010 through and including June 24, 2015 the Recognized Loss Amount per call option is zero.

<sup>2</sup> Any transactions in Eligible Securities executed outside of regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next regular trading session.

<sup>3</sup> Under Section 21(D)(e)(1) of the Exchange Act, "in any private action arising under this Act in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market." Consistent with the requirements of the statute, Recognized Loss Amounts are reduced to an appropriate extent by taking into account the closing prices of Eletrobras common ADS during the 90-day look-back period. The mean (average) closing price for Eletrobras common ADS during this 90-day look-back period was \$1.55 as shown in Table-2.

**Put Options on Eletrobras Common ADS**

55. For put options on Eletrobras common ADS written during the period from May 14, 2015 through and including June 24, 2015, the Recognized Loss Amount per put option is zero.
56. For put options on Eletrobras common ADS written during any of the periods shown below in Table-1, excluding the period from May 14, 2015 through and including June 24, 2015, and:
- Closed (through purchase, assignment, or expiration) within the same period, the Recognized Loss Amount per put option is zero.
  - Closed (through purchase, assignment, or expiration) in a subsequent period, the Recognized Loss Amount per put option is the difference between the price paid upon settlement of the put option contract less the initial proceeds received upon the sale of the put option contract.
  - Held at the end of June 24, 2015, the Recognized Loss Amount per put option is the difference between the price paid upon settlement of the put option contract less the initial proceeds received upon the sale of the put option contract.
57. For put options on Eletrobras common ADS purchased or otherwise acquired from August 17, 2010 through and including June 24, 2015 the Recognized Loss Amount per put option is zero.

**TABLE-1**

Purchase Date	Sale Date						Retained Beyond 6/24/2015
	8/17/2010-10/26/2014	10/27/2014-11/16/2014	11/17/2014-4/29/2015	4/30/2015-5/12/2015	5/13/2015	5/14/2015-6/24/2015	
8/17/2010-10/26/2014	\$0.00	\$0.14	\$0.27	\$0.45	\$0.63	\$0.77	\$0.77
10/27/2014-11/16/2014		\$0.00	\$0.13	\$0.31	\$0.49	\$0.63	\$0.63
11/17/2014-4/29/2015			\$0.00	\$0.18	\$0.36	\$0.50	\$0.50
4/30/2015-5/12/2015				\$0.00	\$0.18	\$0.32	\$0.32
5/13/2015					\$0.00	\$0.14	\$0.14
5/14/2015-6/24/2015						\$0.00	\$0.00



TABLE-2

**Eletrobras Common ADS Closing Price and Average Closing Price  
June 25, 2015–September 22, 2015**

Date	Closing Price	Average Closing Price
6/25/2015	\$1.87	\$1.87
6/26/2015	\$1.86	\$1.87
6/29/2015	\$1.91	\$1.88
6/30/2015	\$1.88	\$1.88
7/1/2015	\$1.85	\$1.87
7/2/2015	\$1.88	\$1.88
7/6/2015	\$1.85	\$1.87
7/7/2015	\$1.80	\$1.86
7/8/2015	\$1.77	\$1.85
7/9/2015	\$1.74	\$1.84
7/10/2015	\$1.86	\$1.84
7/13/2015	\$1.86	\$1.84
7/14/2015	\$1.93	\$1.85
7/15/2015	\$1.88	\$1.85
7/16/2015	\$1.86	\$1.85
7/17/2015	\$1.81	\$1.85
7/20/2015	\$1.75	\$1.84
7/21/2015	\$1.78	\$1.84
7/22/2015	\$1.76	\$1.84
7/23/2015	\$1.67	\$1.83
7/24/2015	\$1.56	\$1.82
7/27/2015	\$1.60	\$1.81
7/28/2015	\$1.59	\$1.80
7/29/2015	\$1.60	\$1.79
7/30/2015	\$1.66	\$1.78
7/31/2015	\$1.67	\$1.78
8/3/2015	\$1.65	\$1.77
8/4/2015	\$1.64	\$1.77
8/5/2015	\$1.60	\$1.76
8/6/2015	\$1.58	\$1.76
8/7/2015	\$1.53	\$1.75

Date	Closing Price	Average Closing Price
8/10/2015	\$1.54	\$1.74
8/11/2015	\$1.49	\$1.74
8/12/2015	\$1.47	\$1.73
8/13/2015	\$1.44	\$1.72
8/14/2015	\$1.45	\$1.71
8/17/2015	\$1.43	\$1.70
8/18/2015	\$1.45	\$1.70
8/19/2015	\$1.37	\$1.69
8/20/2015	\$1.40	\$1.68
8/21/2015	\$1.36	\$1.67
8/24/2015	\$1.28	\$1.67
8/25/2015	\$1.27	\$1.66
8/26/2015	\$1.29	\$1.65
8/27/2015	\$1.39	\$1.64
8/28/2015	\$1.35	\$1.64
8/31/2015	\$1.35	\$1.63
9/1/2015	\$1.30	\$1.62
9/2/2015	\$1.27	\$1.62
9/3/2015	\$1.31	\$1.61
9/4/2015	\$1.32	\$1.60
9/8/2015	\$1.27	\$1.60
9/9/2015	\$1.26	\$1.59
9/10/2015	\$1.25	\$1.58
9/11/2015	\$1.27	\$1.58
9/14/2015	\$1.32	\$1.57
9/15/2015	\$1.35	\$1.57
9/16/2015	\$1.40	\$1.57
9/17/2015	\$1.38	\$1.56
9/18/2015	\$1.29	\$1.56
9/21/2015	\$1.29	\$1.56
9/22/2015	\$1.19	\$1.55

### ***Eletrobras Preferred ADS***

58. Based on the formulas stated below, a "Recognized Loss Amount" for the Eletrobras preferred ADS will be calculated for each purchase or acquisition of Eletrobras publicly traded preferred ADS during the Class Period that is listed on the Claim Form and for which adequate documentation is provided. If a Recognized Loss Amount calculates to a negative number or zero under the formula below, that Recognized Loss Amount will be zero.
59. For each share of Eletrobras publicly traded preferred ADS purchased or otherwise acquired during any of the periods shown below in Table-3, and:
- a. Sold within the same period, the Recognized Loss Amount per share is zero.
  - b. Sold in a subsequent period, the Recognized Loss Amount per share is the lesser of (i) the decline in inflation per share shown in Table-3; or (ii) the purchase price per share less the sales price per share.
  - c. Retained at the end of June 24, 2015 and sold before September 22, 2015 the claim per share shall be the lesser of: (i) the decline in inflation per share shown in Table-3; (ii) the difference between the purchase price and the sale price; and (iii) the difference between the purchase price and the average closing price up to the date of sale as set forth in Table-4 below.
  - d. Held as of the close of trading on September 22, 2015, or sold thereafter, the claim per share shall be the lesser of (i) the decline in inflation per share shown in Table-3; (ii) the difference between the purchase price and the sale price; and (iii) the difference between the purchase price and \$2.38 per share.<sup>4</sup>

### ***Call Options on Eletrobras Preferred ADS***

60. For call options on Eletrobras preferred ADS purchased or otherwise acquired during the period from May 14, 2015 through and including June 24, 2015, the Recognized Loss Amount per call option is zero.
61. For call options on Eletrobras preferred ADS purchased or otherwise acquired during any of the period shown below in Table-3, excluding the period from May 14, 2015 through and including June 24, 2015, and:
- a. Closed (through sale, exercise, or expiration) or exercised within the same period, the Recognized Loss Amount per call option is zero.
  - b. Closed (through sale, exercise, or expiration) or exercised in a subsequent period, the Recognized Loss Amount per call option is the difference between the price paid for the call option less the proceeds received upon the settlement of the call option contract.
  - c. Held at the end of June 24, 2015, the Recognized Loss Amount per call option is the difference between the price paid for the call option less the proceeds received upon the settlement of the call option contract.
62. For call options on Eletrobras preferred ADS written from August 17, 2010 through and including June 24, 2015 the Recognized Loss Amount per call option is zero.

### ***Put Options on Eletrobras Preferred ADS***

63. For put options on Eletrobras preferred ADS written during the period from May 14, 2015 through and including June 24, 2015, the Recognized Loss Amount per put option is zero.
64. For put options on Eletrobras preferred ADS written during any of the periods shown below in Table-3, excluding the period from May 14, 2015 through and including June 24, 2015, and:
- a. Closed (through purchase, assignment, or expiration) within the same period, the Recognized Loss Amount per put option is zero.
  - b. Closed (through purchase, assignment, or expiration) in a subsequent period, the Recognized Loss Amount per put option is the difference between the price paid upon settlement of the put option contract less the initial proceeds received upon the sale of the put option contract.

<sup>4</sup> Consistent with the requirements of the statute, Recognized Loss Amounts are reduced to an appropriate extent by taking into account the closing prices of Eletrobras preferred ADS during the 90-day look-back period. The mean (average) closing price for Eletrobras preferred ADS during this 90-day look-back period was \$2.38 as shown in Table-4.

c. Held at the end of June 24, 2015, the Recognized Loss Amount per put option is the difference between the price paid upon settlement of the put option contract less the initial proceeds received upon the sale of the put option contract.

65. For put options on Eletrobras preferred ADS purchased or otherwise acquired from August 17, 2010 through and including June 24, 2015 the Recognized Loss Amount per put option is zero.

**TABLE-3**

Purchase Date	Sale Date					Retained Beyond 6/24/2015
	8/17/2010- 10/26/2014	10/27/2014- 11/2/2014	11/3/2014- 11/16/2014	11/17/2014- 3/1/2015	3/2/2015- 6/24/2015	
8/17/2010- 10/26/2014	\$0.00	\$0.21	\$0.44	\$0.91	\$1.05	\$1.05
10/27/2014- 11/2/2014		\$0.00	\$0.23	\$0.70	\$0.84	\$0.84
11/3/2014- 11/16/2014			\$0.00	\$0.47	\$0.61	\$0.61
11/17/2014- 3/1/2015				\$0.00	\$0.14	\$0.14
3/2/2015- 6/24/2015					\$0.00	\$0.00

TABLE-4

**Eletrobras Preferred ADS Closing Price and Average Closing Price  
June 25, 2015–September 22, 2015**

Date	Closing Price	Average Closing Price	Date	Closing Price	Average Closing Price
6/25/2015	\$2.72	\$2.72	8/10/2015	\$2.72	\$2.60
6/26/2015	\$2.73	\$2.73	8/11/2015	\$2.73	\$2.59
6/29/2015	\$2.75	\$2.73	8/12/2015	\$2.75	\$2.58
6/30/2015	\$2.69	\$2.72	8/13/2015	\$2.69	\$2.57
7/1/2015	\$2.64	\$2.71	8/14/2015	\$2.64	\$2.56
7/2/2015	\$2.74	\$2.71	8/17/2015	\$2.74	\$2.55
7/6/2015	\$2.73	\$2.71	8/18/2015	\$2.73	\$2.54
7/7/2015	\$2.65	\$2.71	8/19/2015	\$2.65	\$2.53
7/8/2015	\$2.57	\$2.69	8/20/2015	\$2.57	\$2.52
7/9/2015	\$2.68	\$2.69	8/21/2015	\$2.68	\$2.51
7/10/2015	\$2.67	\$2.69	8/24/2015	\$2.67	\$2.49
7/13/2015	\$2.76	\$2.69	8/25/2015	\$2.76	\$2.48
7/14/2015	\$2.85	\$2.71	8/26/2015	\$2.85	\$2.47
7/15/2015	\$2.81	\$2.71	8/27/2015	\$2.81	\$2.46
7/16/2015	\$2.73	\$2.71	8/28/2015	\$2.73	\$2.46
7/17/2015	\$2.69	\$2.71	8/31/2015	\$2.69	\$2.45
7/20/2015	\$2.61	\$2.71	9/1/2015	\$2.61	\$2.44
7/21/2015	\$2.72	\$2.71	9/2/2015	\$2.72	\$2.43
7/22/2015	\$2.62	\$2.70	9/3/2015	\$2.62	\$2.42
7/23/2015	\$2.52	\$2.69	9/4/2015	\$2.52	\$2.42
7/24/2015	\$2.40	\$2.68	9/8/2015	\$2.40	\$2.41
7/27/2015	\$2.47	\$2.67	9/9/2015	\$2.47	\$2.41
7/28/2015	\$2.43	\$2.66	9/10/2015	\$2.43	\$2.40
7/29/2015	\$2.47	\$2.65	9/11/2015	\$2.47	\$2.40
7/30/2015	\$2.48	\$2.65	9/14/2015	\$2.48	\$2.40
7/31/2015	\$2.47	\$2.64	9/15/2015	\$2.47	\$2.39
8/3/2015	\$2.56	\$2.64	9/16/2015	\$2.56	\$2.39
8/4/2015	\$2.47	\$2.63	9/17/2015	\$2.47	\$2.39
8/5/2015	\$2.37	\$2.62	9/18/2015	\$2.37	\$2.38
8/6/2015	\$2.35	\$2.61	9/21/2015	\$2.35	\$2.38
8/7/2015	\$2.38	\$2.60	9/22/2015	\$2.38	\$2.38



### ADDITIONAL PROVISIONS

66. Given the costs of distribution, the Net Settlement Fund will be allocated among all Authorized Claimants whose Distribution Amount (defined in ¶ 69 below) is \$10.00 or greater.
67. If a claimant has more than one purchase or sale of Eligible Securities, purchases and sales will be matched on a First-In, First-Out ("FIFO") basis. Class Period sales will be matched first against any holdings at the beginning of the Class Period, and then against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Class Period.
68. A claimant's "Recognized Loss Amount" under the Plan of Allocation will be the sum of his, her, or their Recognized Loss Amounts.
69. The Net Settlement Fund will be distributed to Authorized Claimants on a pro rata basis based on the relative size of their Recognized Loss Amounts. Specifically, a "Distribution Amount" will be calculated for each Authorized Claimant, which will be the Authorized Claimant's Recognized Loss Amount divided by the total Recognized Loss Amounts of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund. If any Authorized Claimant's Distribution Amount calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.
70. Purchases, acquisitions, and sales of Eligible Securities will be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. The receipt or grant by gift, inheritance, or operation of law of Eligible Securities during the Class Period will not be deemed a purchase, acquisition, or sale of Eligible Securities for the calculation of an Authorized Claimant's Recognized Loss Amount, nor will the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition of Eligible Securities unless: (i) the donor or decedent purchased or otherwise acquired the shares during the Class Period; (ii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to those shares; and (iii) it is specifically so provided in the instrument of gift or assignment.
71. The date of covering a "short sale" is deemed to be the date of purchase or acquisition of Eletrobras common and/or preferred ADS. The date of a "short sale" is deemed to be the date of sale of Eletrobras common and/or preferred ADS. Under the Plan of Allocation, however, the Recognized Loss Amount on "short sales" is zero. In the event that a claimant has an opening short position in Eletrobras common and/or preferred ADS, his, her, or its earliest Class Period purchases or acquisitions of Eletrobras common and/or preferred ADS will be matched against the opening short position, and not be entitled to a recovery, until that short position is fully covered.
72. For purposes of determining whether a claimant had a market gain with respect to his, her, or its overall transactions in Eligible Securities during the Class Period or suffered a market loss, the Claims Administrator will determine the difference between the Total Purchase Amount<sup>5</sup> and either (i) the Total Sales Proceeds,<sup>6</sup> or (ii) Holding Value,<sup>7</sup> whichever is greater. This difference will be deemed a claimant's market gain or loss with respect to his, her, or its overall transactions in Eligible Securities during the Class Period.
73. After the initial distribution of the Settlement Fund, the Claims Administrator will make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. To the extent any monies remain in the fund nine (9) months after the initial distribution, if Class Counsel, in consultation with the Claims Administrator, determine that it is cost-effective to do so, the Claims Administrator will conduct a re-distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Settlement, including for such re-distribution, to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10.00 from such re-distribution. Additional re-distributions to Authorized Claimants who have cashed their prior checks may occur thereafter if Class Counsel, in consultation with the Claims Administrator, determine that additional re-distributions, after the deduction of any additional fees and expenses incurred in administering the Settlement, including for such re-distributions, would be cost-effective. At such time as it is determined that the re-distribution of funds remaining in the Settlement Fund is not cost-effective, the remaining balance shall be contributed to a non-sectarian, not-for-profit organization(s), to be recommended by Settlement Class Counsel and approved by the Court.

<sup>5</sup> The "Total Purchase Amount" is the total amount the claimant paid (excluding commissions and other charges) for Eligible Securities purchased or acquired during the Class Period.

<sup>6</sup> The Claims Administrator will match any sales of Eligible Securities during the Class Period first against the claimant's opening position (the proceeds of those sales will not be considered for purposes of calculating market gains or losses). The total amount received (excluding commissions and other charges) for the remaining sales of Eligible Securities sold during the Class Period will be the "Total Sales Proceeds."

<sup>7</sup> The Claims Administrator will ascribe a value of \$1.55 per share and \$2.38 per share for Eletrobras common and preferred ADS, respectively, purchased or acquired during the Class Period and still held as of the close of trading on September 22, 2015 (the "Holding Value"). For call and put options on Eletrobras common and preferred ADS, the Holding Value is zero.

74. Payment pursuant to the Plan of Allocation, or such other plan of allocation as may be approved by the Court, shall be conclusive against all Authorized Claimants. No person shall have any claim against Settlement Class Representatives, Plaintiffs' Counsel, Settlement Class Representatives' damages expert, Defendants, Defendants' Counsel, any of the other Released Persons, or the Claims Administrator or other agent designated by Settlement Class Counsel arising from distributions made substantially in accordance with the Stipulation, the Plan of Allocation approved by the Court, or further orders of the Court. Settlement Class Representatives, Defendants and their respective counsel, and all other Released Persons, shall have no responsibility for, interest in, or liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund; the Plan of Allocation; the determination, administration, calculation, or payment of any Claim Form or nonperformance of the Claims Administrator; the payment or withholding of Taxes or Tax Expenses; or any losses incurred in connection therewith.
75. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the claim of any Settlement Class Member or claimant.
76. Each claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her or its Claim Form.

### **HOW ARE SETTLEMENT CLASS MEMBERS AFFECTED BY THE ACTION AND THE SETTLEMENT?**

77. If you are a Settlement Class Member, you will be bound by any orders issued by the Court. If the Settlement is approved, the Court will enter a judgment (the "Judgment"), which will dismiss with prejudice the claims against Defendants. The Judgment will also provide that, upon the Effective Date of the Settlement, Lead Plaintiffs and all other Settlement Class Members, on behalf of themselves, their heirs, agents, executors, administrators, predecessors, successors, and assigns, will fully and finally release all Released Claims against all Released Persons, to the fullest extent that the law permits.
78. "Released Claims" means any and all rights, debts, demands, claims (including "Unknown Claims" as defined in ¶ 81 below) or causes of action or liabilities whatsoever (including, but not limited to, any claims for damages, restitution, rescission, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses or liability whatsoever), whether based on federal, state, local, statutory, common law, foreign law, or any other law, rule, or regulation, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, including, without limitation, claims arising under the securities laws of the United States or any state in the United States, whether class and/or individual in nature, including both known claims and unknown claims, whether or not concealed or hidden, that (a) Lead Plaintiffs or any member of the Settlement Class asserted, or could have asserted in this Litigation against any of the Released Persons; or (b) could have been asserted in this Litigation, or in any other action or forum by Lead Plaintiffs and/or the Settlement Class Members (or any Person who inherited or otherwise acquired Eletrobras ADSs from a Settlement Class Member) against any of the Released Persons which arise out of, are based upon, or are in any way related, directly or indirectly, to the purchase, acquisition, disposition, sale or retention of, or other transaction in, Eletrobras publicly traded ADSs during the Class Period, or to the facts, matters, allegations, transactions, events, disclosures, statements, acts or occurrences, representations or omissions involved, set forth, or referred to in the Complaint or that could have been alleged in the Complaint, including without limitation, claims that arise out of or relate to any disclosures, Securities and Exchange Commission filings, press releases, registration statements, offering memoranda, or other public statements by or on behalf of Eletrobras during the Settlement Class Period.
79. "Released Persons" means any and all of the Defendants, and each and all of their Related Parties.
80. "Related Parties" means, with respect to each Defendant named in this Litigation (whether or not served with process), the immediate family members, heirs, executors, estates, administrators, successors, assigns, present and former employees, officers, directors, general partners, limited partners, controlling shareholders, attorneys, accountants or auditors, assigns, personal or legal representatives, underwriters, insurers, co-insurers, reinsurers, and agents of each of them, and any Person which is or was related to or affiliated with any Defendant or in which any Defendant has or had a controlling interest, and the present and former parents, subsidiaries, divisions, joint ventures, affiliates, specific or special purpose entities (including those identified in any complaint in this Litigation), predecessors, successors, general partners, limited partners, controlling shareholders, employees, accountants or auditors, officers, directors, attorneys, assigns, personal or legal representatives, insurers, co-insurers, reinsurers, and agents of each of them.

81. "Unknown Claims" means any of the claims that Lead Plaintiffs or any Settlement Class Member does not know or suspect to exist in such party's favor at the time of the release of the Released Persons which, if known by such party, might have affected such party's settlement with and release of the Released Persons, or might have affected such party's decisions with respect to this Settlement, including the decision not to object to this Settlement. With respect to any and all Released Claims, upon the Effective Date, the Lead Plaintiffs shall expressly waive and relinquish, and the Settlement Class Members shall be deemed to have, and by operation of the Order and Final Judgment shall have, expressly waived and relinquished, the provisions, rights, and benefits of California Civil Code § 1542, which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

Lead Plaintiffs shall expressly waive and relinquish, and the Settlement Class Members shall be deemed to have, and by operation of the Order and Final Judgment shall have, expressly waived and relinquished, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code § 1542. Lead Plaintiffs and the Settlement Class Members may hereafter discover facts in addition to or different from those which such party now knows or believes to be true with respect to the subject matter of the Released Claims, but Lead Plaintiffs upon the Effective Date shall expressly fully, finally, and forever settle and release, and the Settlement Class Members, upon the Effective Date, shall be deemed to have, and by operation of the Order and Final Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, that now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiffs acknowledge, and the Settlement Class Members shall be deemed by operation of the Order and Final Judgment to have acknowledged, that the inclusion of Unknown Claims in the definition of Released Claims is a separately bargained for and a key element of the Settlement of which this release is a material and essential part.

#### **WHAT PAYMENT ARE THE ATTORNEYS FOR THE SETTLEMENT CLASS SEEKING? HOW WILL THE LAWYERS BE PAID?**

82. Lead Counsel have not received any payment for their services in pursuing claims against the Defendants on behalf of the Settlement Class, nor have Lead Counsel been reimbursed for their out-of-pocket expenses. Before final approval of the Settlement, Lead Counsel will apply to the Court for an award of attorneys' fees from the Settlement Fund in an amount not to exceed 28.5% of the Settlement Fund. At the same time, Lead Counsel also intend to apply for the reimbursement of Litigation Expenses not to exceed \$850,000.00, which may include an application for reimbursement of the reasonable costs and expenses incurred by Settlement Class Representatives directly related to their representation of the Settlement Class. The Court will determine the amount of any award of attorneys' fees or reimbursement of Litigation Expenses. Such sums as may be approved by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses.

#### **HOW DO I PARTICIPATE IN THE SETTLEMENT? WHAT DO I NEED TO DO?**

83. To be eligible for a payment from the proceeds of the Settlement, you must be a member of the Settlement Class and you must timely complete and return the Claim Form with adequate supporting documentation **postmarked no later than January 4, 2019**. A Claim Form is included with this Notice, or you may obtain one from the website for this Action, [www.ElektrobrasSecuritiesLitigation.com](http://www.ElektrobrasSecuritiesLitigation.com), or you may request that a Claim Form be mailed to you by calling the claims administrator, Epiq Class Action & Claims Solutions, Inc. at 888-396-9602. The Claims Administrator may also be reached by email at [info@ElektrobrasSecuritiesLitigation.com](mailto:info@ElektrobrasSecuritiesLitigation.com). Please retain all records of your ownership of and transactions in Elektrobras common and/or preferred ADSs, as they may be needed to document your claim. If you are excluded from the Settlement Class by definition or you submit a request for exclusion in connection with this Notice, or if you do not submit a timely and valid Claim Form, you will not be eligible to share in the Net Settlement Fund.



84. As a Settlement Class Member, you are represented by the Settlement Class Representative and Lead Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf and must serve copies of his or her notice of appearance on the attorneys listed in the section entitled, "When and Where Will the Court Decide Whether to Approve the Settlement?," below.
85. If you are a Settlement Class Member and you wish to object to the Settlement, the proposed Plan of Allocation, or Co-Lead Counsel's application for attorneys' fees and reimbursement of Litigation Expenses, you may present your objections by following the instructions in the section entitled, "When and Where Will the Court Decide Whether to Approve the Settlement?" below.

**WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?  
DO I HAVE TO COME TO THE HEARING? MAY I SPEAK AT THE  
HEARING IF I DON'T LIKE THE SETTLEMENT?**

86. Settlement Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Settlement Class Member does not attend the hearing. You can participate in the Settlement without attending the Settlement Hearing.
87. The Settlement Hearing will be held on **December 5, 2018 at 4:30 p.m.** before the Honorable John G. Koeltl, at the Daniel Patrick Moynihan United States District Court for the Southern District of New York, 500 Pearl Street, New York, NY 10007. The Court reserves the right to approve the Settlement, the Plan of Allocation, Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses and/or any other matter related to the Settlement at or after the Settlement Hearing without further notice to the members of the Settlement Class.
88. Any Settlement Class Member who is not requesting exclusion from the Settlement Class may object to the proposed Settlement, the proposed Plan of Allocation, or Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses. Objections must be in writing. You must file any written objection, together with copies of all other papers and briefs supporting the objection, with the Clerk's Office of the Court at the address set forth below on or before **November 14, 2018**. You must also serve the papers on Lead Counsel for the Settlement Class and Defendants' Counsel at the addresses set forth below so that the papers are *received* on or before **November 14, 2018**.

CLERK'S OFFICE	LEAD COUNSEL	DEFENDANTS' COUNSEL
United States District Court Southern District of New York Daniel Patrick Moynihan Courthouse, Clerk's Office 500 Pearl Street New York, NY 10007 (212) 805-0136	Donald R. Hall <b>KAPLAN FOX &amp; KILSHEIMER LLP</b> 850 Third Avenue; 14 <sup>th</sup> Floor New York, NY 10022 (212) 687-1980  Ramzi Abadou <b>KAHN SWICK &amp; FOTI, LLC</b> 1100 Poydras Street, Suite 3200 New Orleans, LA 70163 (504) 455-1400	James H.R. Windels <b>DAVIS POLK &amp; WARDWELL LLP</b> 450 Lexington Avenue New York, NY 10017 (212) 450-4000

89. Any objection to the Settlement (a) must state the name, address and telephone number of the person or entity objecting and must be signed by the objector; (b) must contain a statement of the Settlement Class Member's objection or objections, and the specific reasons for each objection, including any legal and evidentiary support the Settlement Class Member wishes to bring to the Court's attention; and (c) must include documents sufficient to prove the objector's membership in the Settlement Class such as transaction dates and supporting records of Eletrobras common and preferred ADSs that the objecting Settlement Class Member purchased or otherwise acquired during the relevant period.
90. You may file a written objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless you first filed and served a written objection in accordance with the procedures described above, unless the Court orders otherwise.

91. If you wish to be heard orally at the Settlement Hearing in opposition to the approval of the Settlement, the Plan of Allocation, or Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses, and if you file and serve a timely written objection as described above, you must also file a notice of appearance with the Clerk's Office and serve it on Lead Counsel and Defendants' Counsel at the addresses set forth above so that it is **received** on or before **November 14, 2018**. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the Settlement Hearing. Such persons may be heard orally at the discretion of the Court.
92. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Lead Counsel and Defendants' Counsel at the addresses set forth above so that the notice is **received** on or before **November 14, 2018**.
93. The Settlement Hearing may be adjourned by the Court without further written notice to the Settlement Class. If you intend to attend the Settlement Hearing, you should confirm the date and time with Lead Counsel.
94. **Unless the Court orders otherwise, any Settlement Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Allocation, or Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses. Settlement Class Members do not need to appear at the hearing or take any other action to indicate their approval.**

### HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

95. If you do not want to be bound by the Judgment or recover money from the Settlement Fund, and instead want to keep any claims you may have and any right you may have to sue the Defendants on your own about the legal issues in this case, then you must take steps to get out. This is called excluding yourself from—or opting out of—the Settlement Class.
96. If you do not wish to be included in the Settlement Class and you do not wish to participate in the proposed Settlement described in this Notice, you may request to be excluded. To do so, you must submit a written request for exclusion that must be received on or before **November 14, 2018** (at least 21 calendar days prior to the date of the Settlement Hearing) and must state: (1) the name, address, and telephone number of the Person requesting exclusion; (2) the Person's purchases/acquisitions of Eletrobras common and/or preferred ADSs during the Class Period and any sales thereof, including the dates, the number of shares and price(s) paid and received for each such purchase, acquisition and sale; (3) a clear and unambiguous statement that the Person wishes to be excluded from the Settlement Class; and (4) must include the Person's signature. No request will be considered valid unless all of the information described above is included in the request. You cannot exclude yourself by phone or email. The written request must be addressed as follows:

*In re Eletrobras Securities Litigation*  
 c/o Epiq Class Action & Claims Solutions, Inc.  
 Exclusions  
 P.O. Box 2838  
 Portland, OR 97208-2838

97. **If you ask to be excluded from the Settlement Class, you will not get any settlement payment.**
98. If you do not exclude yourself, you give up any right to sue any of the Defendants about the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Settlement Class to continue or file any lawsuit alleging the same claims as are alleged herein. Remember, the exclusion deadline is **November 14, 2018**—not later than 21 calendar days before the Settlement Hearing.

### WHAT IF I BOUGHT ELETROBRAS COMMON AND/OR PREFERRED ADS ON SOMEONE ELSE'S BEHALF?

99. If, for the beneficial interest of any person or entity other than yourself, you purchased or otherwise acquired Eletrobras common and/or preferred ADSs between August 17, 2010 and June 24, 2015, you must either: (a) within seven (7) calendar days of receipt of this Notice, request from Epiq Class Action & Claims Solutions, Inc. sufficient copies of the Notice to forward to all such beneficial owners and, within seven (7)



calendar days of receipt of the copies of the Notice, forward them to all such beneficial owners; or (b) within seven (7) calendar days of receipt of this Notice, provide a list of the names and addresses of all such beneficial owners to *In re Eletrobras Securities Litigation*, c/o Epiq Class Action & Claims Solutions, Inc., P.O. Box 2838, Portland, OR 97208-2838.

100. If you choose the first option, *i.e.*, you elect to mail the Notice directly to beneficial owners, you must retain the mailing records for use in connection with any further notices that may be provided in the Action. If you elect that option, Epiq Class Action & Claims Solutions, Inc. will forward the Notice and Claim Form (together, the "Notice Packet") to you to send to the beneficial owners. You must mail the Notice Packets to the beneficial owners within seven (7) calendar days of your receipt of the packets. Upon mailing of the Notice Packets, you may seek reimbursement of your reasonable expenses actually incurred, by providing Epiq Class Action & Claims Solutions, Inc. with proper documentation supporting the expenses for which reimbursement is sought.
101. If you choose the second option, you must within seven (7) calendar days of receipt of this Notice provide a list of the names and addresses of all such beneficial owners to *In re Eletrobras Securities Litigation*, c/o Epiq Class Action & Claims Solutions, Inc., P.O. Box 2838, Portland, OR 97208-2838. Epiq Class Action & Claims Solutions, Inc. will send a copy of the Notice Packet to the beneficial owners whose names and addresses you supply. Upon full compliance with these directions, you may seek reimbursement of your reasonable expenses actually incurred by providing Epiq Class Action & Claims Solutions, Inc. with proper documentation supporting the expenses for which reimbursement is sought. Copies of the Notice Packet may also be obtained from the website for this Action, [www.EletrobrasSecuritiesLitigation.com](http://www.EletrobrasSecuritiesLitigation.com), or by calling Epiq Class Action & Claims Solutions, Inc. toll-free at 888-396-9602.

**CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?**

102. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in the Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the Office of the Clerk, United States District Court for the Southern District of New York. Additionally, copies of the Stipulation and any related orders entered by the Court will be posted on the website for this Action, [www.EletrobrasSecuritiesLitigation.com](http://www.EletrobrasSecuritiesLitigation.com). All inquiries concerning this Notice or the Claim Form should be directed to Epiq Class Action & Claims Solutions, Inc. or Lead Counsel.

**DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF THE CLERK OF COURT REGARDING THIS NOTICE.**

**DO NOT CALL OR WRITE ELETROBRAS REGARDING THIS NOTICE.**

Dated: September 6, 2018

By Order of the Clerk of Court  
United States District Court



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

IN RE ELETROBRAS SECURITIES LITIGATION

Case No. 15-cv-5754-JGK  
JURY TRIAL DEMANDED

**Deadline for Submission: JANUARY 4, 2019**

If you purchased or otherwise acquired Centrais Elétricas Brasileiras S.A. ("Eletrobras") common and/or Class B Preferred American Depositary Shares (ADSs) (trading symbols EBR and EBR.B, respectively) between August 17, 2010 and June 24, 2015, inclusive, you could get a payment from a class action settlement.

IF YOU ARE A SETTLEMENT CLASS MEMBER, YOU MUST COMPLETE AND SUBMIT THIS FORM IN ORDER TO BE ELIGIBLE FOR ANY SETTLEMENT BENEFITS.

YOU MUST COMPLETE AND SIGN THIS PROOF OF CLAIM AND RELEASE ("PROOF OF CLAIM") AND MAIL IT BY FIRST CLASS MAIL, POSTMARKED NO LATER THAN JANUARY 4, 2019 TO THE FOLLOWING ADDRESS:

*In re Eletrobras Securities Litigation*  
c/o Epiq Class Action & Claims Solutions, Inc.  
P.O. Box 2838  
Portland, OR 97208-2838  
[www.EletrobrasSecuritiesLitigation.com](http://www.EletrobrasSecuritiesLitigation.com)

YOUR FAILURE TO SUBMIT YOUR CLAIM BY JANUARY 4, 2019, WILL SUBJECT YOUR CLAIM TO REJECTION AND PRECLUDE YOUR RECEIVING ANY MONEY IN CONNECTION WITH THE SETTLEMENT OF THIS ACTION. DO NOT MAIL OR DELIVER YOUR CLAIM TO THE COURT OR TO ANY OF THE PARTIES OR THEIR COUNSEL AS ANY SUCH CLAIM WILL BE DEEMED NOT TO HAVE BEEN SUBMITTED. SUBMIT YOUR CLAIM ONLY TO THE CLAIMS ADMINISTRATOR.

**CLAIMANT'S STATEMENT**

1. I (we) purchased Eletrobras ADSs and was (were) damaged thereby. (Do not submit this Proof of Claim if you did not purchase Eletrobras ADSs during the designated Class Period.)
2. By submitting this Proof of Claim, I (we) state that I (we) believe in good faith that I am (we are) a Settlement Class Member as defined above and in the Notice of Pendency and Proposed Settlement of Class Action (the "Notice"), or am (are) acting for such person(s); that I am (we are) not a Defendant in the Action or anyone excluded from the Settlement Class; that I (we) have read and understand the Notice; that I (we) believe that I am (we are) entitled to receive a share of the Net Settlement Fund, as defined in the Notice; that I (we) elect to participate in the proposed Settlement described in the Notice; and that I (we) have not filed a request for exclusion. (If you are acting in a representative capacity on behalf of a Settlement Class Member [e.g., as an executor, administrator, trustee, or other representative], you must submit evidence of your current authority to act on behalf of that Settlement Class Member. Such evidence would include, for example, letters testamentary, letters of administration, or a copy of the trust documents.)
3. I (we) consent to the jurisdiction of the Court with respect to all questions concerning the validity of this Proof of Claim. I (we) understand and agree that my (our) claim may be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to my (our) status as a Settlement Class Member(s) and the validity and amount of my (our) claim. No discovery shall be allowed on the merits of the Litigation or Settlement in connection with processing of the Proof of Claim.
4. I (we) have set forth where requested below all relevant information with respect to each purchase of Eletrobras ADSs during the Class Period, and each sale, if any. I (we) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so.

5. I (we) have enclosed photocopies of the stockbroker's confirmation slips, stockbroker's statements, or other documents evidencing each purchase, sale or retention of Eletrobras ADSs listed below in support of our claim. (IF ANY SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN A COPY OR EQUIVALENT DOCUMENTS FROM YOUR BROKER BECAUSE THESE DOCUMENTS ARE NECESSARY TO PROVE AND PROCESS YOUR CLAIM.)
6. I (we) understand that the information contained in this Proof of Claim is subject to such verification as the Claims Administrator may request or as the Court may direct, and I (we) agree to cooperate in any such verification. (The information requested herein is designed to provide the minimum amount of information necessary to process most simple claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate your recognized claim. In some cases, the Claims Administrator may condition acceptance of the claim based upon the production of additional information, including, where applicable, information concerning transactions in any derivatives securities such as options.)
7. Upon the occurrence of the Effective Date, as defined in the Notice, I (we) agree and acknowledge that my (our) signature(s) hereto shall effect and constitute a full and complete release, remise and discharge by me (us) and my (our) heirs, joint tenants, tenants in common, beneficiaries, executors, administrators, predecessors, successors, attorneys, insurers and assigns (or, if I am (we are) submitting this Proof of Claim on behalf of a corporation, a partnership, estate or one or more other persons, by it, him, her or them, and by its, his, her or their heirs, executors, administrators, predecessors, successors, and assigns) of each of the "Released Persons," as defined in the Notice.
8. NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. All claimants MUST submit a manually signed paper Proof of Claim form listing all their transactions whether or not they also submit electronic copies. If you wish to file your claim electronically, you must contact the Claims Administrator at 888-396-9602 or visit their website at [www.EletobrasSecuritiesLitigation.com](http://www.EletobrasSecuritiesLitigation.com) to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

# **PART I – CLAIMANT INFORMATION**

Beneficial Owner's First Name

MI

Beneficial Owner's Last Name

Co-Beneficial Owner's First Name

MI

Co-Beneficial Owner's Last Name

Entity Name (if claimant is not an individual)

Representative or Custodian Name (if different from Beneficial Owner(s) listed above)

Address 1

Address 2

City

State/Province

ZIP

Foreign Country

Day Phone

 -  - 

Evening Phone

 -  - 

Email Address

Account Number

Specify one of the following:

- ☐ Individual(s)  
 ☐ Corporation  
 ☐ UGMA Custodian  
 ☐ IRA  
 ☐ Partnership  
 ☐ Estate  
☐ Trust  
☐ Other \_\_\_\_\_

Enter Taxpayer Identification Number below for the Beneficial Owner(s).

Social Security No. (for individuals)

 -  - 

or

Taxpayer Identification No. (for estates, trusts, corporations, etc.)

 -



[illegible][illegible][illegible]

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### Beginning Holdings:

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B. Separately list each and every purchase of Eletrobras Class B Preferred (EBR.B) shares during the period between August 17, 2010 and September 22, 2015, inclusive, and provide the following information (*must be documented*):

Trade Date	Quantity	Price	Source

\*P – Purchase, R – Received (Transfer-In)

C. Separately list each and every sale of Eletrobras Class B Preferred (EBR.B) shares during the period between August 17, 2010 and September 22, 2015, inclusive, and provide the following information (*must be documented*):

Trade Date	Quantity	Price	Amount	Counterparty	Comments

\*S – Sale, D – Delivery (Transfer-Out)

[illegible]

**PART IV – TRANSACTIONS IN CALL OPTIONS ON COMMON ELETROBRAS ADS:**

IF NONE,  
CHECK HERE

☐

**1. HOLDINGS AS OF AUGUST 16, 2010** – State the total number of call options on common Eletrobras ADSs (EBR) held as of the close of trading on August 16, 2010. (Must be documented.) If none, write “zero” or “0.”

Strike Price of Call Option Contract	Expiration Date of Call Option Contract (MMDDYY)	Number of Call Option Contracts in Which You Had an Open Interest
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**2. PURCHASES/ACQUISITIONS FROM AUGUST 17, 2010 AND JUNE 24, 2015** – Separately list each and every purchase/acquisition (including free receipts) of call options on common Eletrobras ADSs (EBR) during the period between August 17, 2010 and June 24, 2015, inclusive, and provide the following information (*must be documented*):

Date of Purchase (List Chronologically) (MMDDYY)	Strike Price of Call Option Contract	Expiration Date of Call Option Contract (MMDDYY)	Number of Call Option Contracts Purchased	Purchase Price Per Call Option Contract	Total Purchase Price (excluding taxes, commissions, and fees)	Insert an “X” if Expired	Insert an “E” if Exercised	Exercise Date (MMDDYY)
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**PART V – TRANSACTIONS IN PUT OPTIONS ON COMMON ELETROBRAS ADS:**

**1. HOLDINGS AS OF AUGUST 16, 2010** – State the total number of put options on common Eletrobras ADSs (EBR) held as of the close of trading on August 16, 2010. (Must be documented.) If none, write “zero” or “0.”

IF NONE,  
CHECK HERE

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Strike Price of Put Option Contract	Expiration Date of Put Option Contract (MMDDYY)	Number of Put Option Contracts in Which You Had an Open Interest
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**2. SALES FROM AUGUST 17, 2010 AND JUNE 24, 2015** – Separately list each and every sale (including free deliveries) of put options on common Eletrobras ADSs (EBR) during the period between August 17, 2010 and June 24, 2015, inclusive, and provide the following information (*must be documented*):

Date of Sale (Writing) (List Chronologically) (MMDDYY)	Strike Price of Put Option Contract	Expiration Date of Put Option Contract (MMDDYY)	Number of Put Option Contracts Sold (Written)	Sale Price Per Put Option Contract	Total Sale Price (excluding taxes, commissions, and fees)	Insert an “E” if Exercised	Insert an “X” if Expired	Exercise Date (MMDDYY)
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Date of Purchase (List Chronologically) (MMDDYY)	Strike Price of Put Option Contract	Expiration Date of Put Option Contract (MMDDYY)	Number of Put Option Contracts Purchased	Purchase Price Per Put Option Contract	Total Purchase Price (excluding taxes, commissions, and fees)

4. **HOLDINGS AS OF JUNE 24, 2015** – State the total number of put options on common Eletrobras ADSs (EBR) held as of the close of trading on June 24, 2015. (Must be documented.) If none, write “zero” or “0.”

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If additional space is needed, attach separate, numbered sheets, giving all required information, substantially in the same format, and print your name and Social Security or Taxpayer Identification number at the top of each sheet.

**PART VI – TRANSACTIONS IN CALL OPTIONS ON PREFERRED ELETROBRAS ADS:**

1. <b>HOLDINGS AS OF AUGUST 16, 2010</b> – State the total number of call options on preferred Eletrobras ADSs (EBR.B) held as of the close of trading on August 16, 2010. (Must be documented.) If none, write “zero” or “0.”										IF NONE, CHECK HERE <input type="checkbox"/>	
Strike Price of Call Option Contract		Expiration Date of Call Option Contract (MMDDYY)		Number of Call Option Contracts in Which You Had an Open Interest							
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		
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2. <b>PURCHASES/ACQUISITIONS FROM AUGUST 17, 2010 AND JUNE 24, 2015</b> – Separately list each and every purchase/acquisition (including free receipts) of call options on preferred Eletrobras ADSs (EBR.B) during the period between August 17, 2010 and June 24, 2015, inclusive, and provide the following information (must be documented):									
Date of Purchase (List Chronologically) (MMDDYY)	Strike Price of Call Option Contract	Expiration Date of Call Option Contract (MMDDYY)	Number of Call Option Contracts Purchased	Purchase Price Per Call Option Contract	Total Purchase Price (excluding taxes, commissions, and fees)	Insert an “E” if Exercised	Insert an “X” if Expired	Exercise Date (MMDDYY)	
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**3. SALES FROM AUGUST 17, 2010 AND JUNE 24, 2015** – Separately list each and every sale/disposition (including free deliveries) of call options on preferred Eletrobras ADSs (EBR.B) during the period between August 17, 2010 and June 24, 2015, inclusive, and provide the following information (*must be documented*):

Date of Sale (List Chronologically) (MMDDYY)	Strike Price of Call Option Contract	Expiration Date of Call Option Contract (MMDDYY)	Number of Call Option Contracts Sold	Sale Price Per Call Option Contract	Total Sale Price (excluding taxes, commissions, and fees)

**4. HOLDINGS AS OF JUNE 24, 2015** – State the total number of call options on preferred Eletrobras ADSs (EBR.B) held as of the close of trading on June 24, 2015. (Must be documented.) If none, write “zero” or “0.”

Strike Price of Call Option Contract	Expiration Date of Call Option Contract (MMDDYY)	Number of Call Option Contracts in Which You Had an Open Interest

If additional space is needed, attach separate, numbered sheets, giving all required information, substantially in the same format, and print your name and Social Security or Taxpayer Identification number at the top of each sheet.



**PART VII – TRANSACTIONS IN PUT OPTIONS ON PREFERRED ELETROBRAS ADS:**

1. HOLDINGS AS OF AUGUST 16, 2010 – State the total number of put options on preferred Eletrobras ADSs (EBR.B) held as of the close of trading on August 16, 2010. (Must be documented.) If none, write "zero" or "0."										IF NONE, CHECK HERE <input type="checkbox"/>	
Strike Price of Put Option Contract		Expiration Date of Put Option Contract (MMDDYY)		Number of Put Option Contracts in Which You Had an Open Interest							

  

2. SALES FROM AUGUST 17, 2010 AND JUNE 24, 2015 – Separately list each and every sale (including free deliveries) of put options on preferred Eletrobras ADSs (EBR.B) during the period between August 17, 2010 and June 24, 2015, inclusive, and provide the following information (must be documented):									
Date of Sale (Writing) (List Chronologically) (MMDDYY)	Strike Price of Put Option Contract	Expiration Date of Put Option Contract (MMDDYY)	Number of Put Option Contracts Sold (Written)	Sale Price Per Put Option Contract	Total Sale Price (excluding taxes, commissions, and fees)	Insert an "E" if Exercised	Insert an "X" if Expired	Exercise Date (MMDDYY)	

**3. PURCHASES FROM AUGUST 17, 2010 AND JUNE 24, 2015** – Separately list each and every purchase (including free receipts) of put options on preferred Eletrobras ADSs (EBR.B) during the period between August 17, 2010 and June 24, 2015, inclusive, and provide the following information (*must be documented*):

IF NONE,  
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Date of Purchase (List Chronologically) (MMDDYY)	Strike Price of Put Option Contract	Expiration Date of Put Option Contract (MMDDYY)	Number of Put Option Contracts Purchased	Purchase Price Per Put Option Contract	Total Purchase Price (excluding taxes, commissions, and fees)
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**4. HOLDINGS AS OF JUNE 24, 2015** – State the total number of put options on preferred Eletrobras ADSs (EBR.B) held as of the close of trading on June 24, 2015. (Must be documented.) If none, write “zero” or “0.”

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Strike Price of Put Option Contract	Expiration Date of Put Option Contract (MMDDYY)	Number of Put Option Contracts in Which You Had an Open Interest
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If additional space is needed, attach separate, numbered sheets, giving all required information, substantially in the same format, and print your name and Social Security or Taxpayer Identification number at the top of each sheet.

### Certification

I (we) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406 (a)(1)(c) of the Internal Revenue Code because: (a) I am (we are) exempt from backup withholding, or (b) I (we) have not been notified by the I.R.S. that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the I.R.S. has notified me (us) that I am (we are) no longer subject to backup withholding.

NOTE: If you have been notified by the I.R.S. that you are subject to backup withholding, please strike out the language that you are not subject to backup withholding in the certification above.

UNDER THE PENALTIES OF PERJURY, I (WE) CERTIFY THAT ALL OF THE INFORMATION I (WE) PROVIDED ON THIS PROOF OF CLAIM AND RELEASE FORM IS TRUE, CORRECT AND COMPLETE.

Signature of claimant (if this claim is being made on behalf of joint claimants, then each must sign)

(Signature)

(Signature)

(capacity of person(s) signing, e.g. beneficial purchaser(s), executor, administrator, trustee, etc.)  
(See item 2 on page 1 for instructions)

Date: 

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MM DD YYYY

**THIS PROOF OF CLAIM MUST BE SUBMITTED NO LATER THAN JANUARY 4, 2019, AND MUST BE MAILED TO:**

*In re Eletrobras Securities Litigation*  
c/o Epiq Class Action & Claims Solutions, Inc.  
P.O. Box 2838  
Portland, OR 97208-2838  
[www.EletrobrasSecuritiesLitigation.com](http://www.EletrobrasSecuritiesLitigation.com)

A Proof of Claim received by the Claims Administrator shall be deemed to have been submitted when posted, if mailed by **January 4, 2019**, and if a postmark is indicated on the envelope and it is mailed first class and addressed in accordance with the above instructions. In all other cases, a Proof of Claim shall be deemed to have been submitted when actually received by the Claims Administrator.

### REMINDER CHECKLIST

- Please be sure to sign this Proof of Claim. If this Proof of Claim is submitted on behalf of joint claimants, then both claimants must sign.
- Please remember to attach supporting documents. Do NOT send any stock certificates. Keep copies of everything you submit.
- Do NOT use highlighter on the Proof of Claim or any supporting documents.
- If you move after submitting this Proof of Claim, please notify the Claims Administrator of the change in your address.