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## CHAPTER I - NAME, HEAD OFFICE, PURPOSE AND TERM



**Article 1** - Cosan S.A. Indústria e Comércio (“Company”) is a corporation governed by these Bylaws and applicable legal provisions.

**Paragraph 1** - As the Company was accepted at the Novo Mercado special listing segment of the BM&FBOVESPA S.A. - Securities, Commodities and Futures Exchange (“BM&FBOVESPA”), the Company, its shareholders, Managers and members of the Fiscal Council, if instated, shall be subject to the provisions of the Novo Mercado Listing Rules of BM&FBOVESPA (“Novo Mercado Rules”).

**Paragraph 2** - The provisions of the Novo Mercado Rules shall prevail over Bylaws provisions, in case of any damage to the recipients’ rights in the tender offers provided for herein.

**Article 2** - The Company’s head offices and jurisdiction are located in the City of São Paulo, State of São Paulo, at Avenida Presidente Juscelino Kubitscheck, 1.327, 4 andar, sala 01, CEP 04543-011, and may install, maintain and close branches, agencies, offices or representative offices, in any other part of Brazil or abroad, as resolved by the Board of Executive Officers.

**Article 3** - The Company’s purposes are to: **(i)** import, export, produce and trade sugar, ethanol, sugarcane and other sugar byproducts; **(ii)** distribute fuels in general and trade oil byproducts; **(iii)** establish fuel supply stations, purchase and sell oil-derived fuels and lubricants; **(iv)** provide logistics and port services, as well as technical, administrative and financial advisory services; **(v)** any type of transportation of passengers and cargo, including inland navigation, river and lake ferries; **(vi)** produce and trade electricity, live steam, steam escape and other electricity co-generation byproducts; **(vii)** farming and livestock activities in proprietary or third-party-owned lands; **(viii)** import, export, handle, trade, produce, store, load or unload fertilizers and other agricultural inputs; **(ix)** manage on its own account or through third parties assets and property and may lease, receive and grant in partnership, rent and lease furnishings, properties and equipment in general; **(x)** render technical services related to the activities mentioned above; and **(xi)** hold equity interest in other companies. and **(xii)** process and trade fuel gases.

**Sole Paragraph** - The activities described in the Company’s purpose may be carried out in Brazil or abroad, directly, or through its subsidiaries, or also through equity interest held in other companies.

**Article 4** - The Company’s duration is indeterminate.

## CHAPTER II - CAPITAL STOCK AND SHARES



**Article 5** - The Company’s fully subscribed and paid-in capital stock is four billion, six hundred, ninety-one million, eight hundred, twenty-two thousand, two hundred, ninety-one reais and thirteen centavos (R\$4,691,822,291.13), divided into four hundred, seven million, two hundred, fourteen thousand, three hundred and fifty-three (407,214,353) non-par registered, book-entry common shares.

**Paragraph 1** - Capital stock shall be exclusively represented by common shares, and each common share entitles the holder thereof to

one (1) vote in each resolution of the Shareholders' Meetings of the Company.

**Paragraph 2** - The Company may not issue preferred shares.

**Paragraph 3** - The Company shall not issue founder's shares.

**Paragraph 4** - The Company shares shall be held in a trust account, on behalf of their holders, at a financial institution authorized by the Brazilian Securities and Exchange Commission ("CVM"), with which the Company maintains a ruling custody agreement, without issuing certificates. The trustee may charge the shareholders the service costs for the transfer and registry of their respective book-entry share ownership, as well as for the service costs related to the shares held in custody, pursuant to the maximum limits set forth by the CVM.

**Paragraph 5** - Except as provided for in the Paragraph 1 of Article 6 below, shareholders have preemptive rights, at the proportion of their equity interest, in the share subscription, convertible debentures or warrants issued by the Company. These preemptive rights shall be exercised within thirty (30) days.

**Article 6** - The Company is authorized to increase its capital stock up to the limit of six billion reais (R\$6,000,000,000.00), regardless of amendment to the Bylaws, upon resolution of the Company's Board of Directors, which has the authority to establish the number of shares to be issued, for distribution in Brazil or abroad, whether through public or private issue, payment price and term and other issue, subscription and payment conditions within the authorized capital stock, as well as to resolve on the exercise of preemptive right, in accordance with legal standards and these Bylaws, mainly as set forth in Article 172 of Law 6,404, of December 15, 1976 ("Brazilian Corporation Law").

**Paragraph 1** - The Company may issue shares or convertible debentures or warrants, within the limit of authorized capital, without the granting of preemptive right to shareholders or with reduction of the period to exercise such preemptive right as provided for in Article 171, Paragraph 4 of the Brazilian Corporation Law, provided that the issuance is made through (a) sale at stock exchange or through public subscription, or (b) share swap in a tender offer, as provided for by laws.

**Paragraph 2** - Within the limit of the authorized capital stock, and in accordance with the plan approved by the Shareholders' Meeting, the Board of Directors may authorize the Company to grant stock options to its Managers and employees, as well as to individuals that provide services to the Company or entities under Company's control, without preemptive right to shareholders.

## CHAPTER III - SHAREHOLDERS' MEETING



**Article 7** - The Shareholders' Meeting duly called and instated in accordance with applicable legislation and provisions of these Bylaws, has powers to decide all the matters related to the Company's purposes, and to take all the appropriate resolutions to the defense and development of such purposes.

**Article 8** - The Shareholders' Meeting shall meet (a) on an ordinary basis, once a year, within the first four (4) months after the end of each fiscal year, to decide on the matters set forth in the Article 131 of the Brazilian Corporation Law, and (b) on an extraordinary basis, whenever deemed necessary in accordance with the corporate interests, and under legal provisions and these Bylaws.

**Article 9** - The Shareholders' Meeting shall be called by the Chairman of the Board of Directors or, in the event of his absence, by a member appointed by him, and in the event of impediment, by the Vice Chairman of the Board of Directors or in the event of absence or impediment of Vice Chairman, by two (2) Board members jointly.

**Paragraph 1** - The Shareholders' Meeting may also be called by persons indicated in the Sole Paragraph of the Article 123 of the

Brazilian Corporation Law, in the cases indicated therein.

**Paragraph 2** - The first call of the Shareholders' Meeting shall be made, at least, fifteen (15) days in advance of the date scheduled for the Shareholders' Meeting, such period starting as from the publication of the first call notice that shall inform the place, date, time and agenda of the meeting. In case the Shareholders' Meeting is not instated after the first call, a second call notice shall be published, at least, eight (8) days in advance.

**Article 10** - The Shareholders' Meeting shall be instated and presided over by the Chairman of the Board of Directors (or by person indicated by him/her), who shall appoint the secretary to the meeting. In the absence of the Chairman of the Board of Directors, the Shareholders' Meeting shall be instated and presided over by the Vice Chairman of the Board of Directors. In the absence of the Vice Chairman of the Board of Directors, the Shareholders' Meeting shall be instated and presided over by any other Board member or officer to be appointed by the majority of the votes of the shareholders attending the Shareholders' Meeting or represented by proxy, and the Chairman of the Shareholders' Meeting shall appoint his/her secretary.

**Article 11** - In order to participate and vote in the Shareholders' Meeting, the shareholder must evidence such capacity presenting its identity card and receipt issued by the trustee (original or facsimile copy), at least, two (2) days before the Shareholders' Meeting. The shareholders represented by their attorneys-in-fact shall present the proxies within the same period and in the same manner indicated above. The original documents referred to by this Article, or their copies, regardless of certification or legalization of signatures shall be submitted to the Company before the Shareholders' Meeting is called to order.

**Article 12** - Without prejudice to other matters provided for by the Brazilian Corporation Law and these Bylaws, it shall be incumbent upon the Shareholders' Meeting: **(i)** to appoint and dismiss the members of the Board of Directors and the members of the Fiscal Council, if instated; **(ii)** to establish the global compensation of members of the Board of Directors and Board of Executive Officers, as well as the compensation of the Fiscal Council, if instated; **(iii)** to decide on the allocation of net income for the year and the distribution of dividends, in accordance with Management's proposal; **(iv)** to decide on the filing for court-supervised and out-of-court reorganization, or the filing for voluntary bankruptcy by the Company and/or the decision on the voting procedures in Shareholders' Meeting of its Controlled Companies ("Controlled Companies") regarding the filing for court-supervised and out-of-court reorganization, or the filing for voluntary bankruptcy by the Controlled Companies; **(v)** to resolve on the dissolution or liquidation of the Company and/or decide the voting procedures at Shareholders' Meeting of its Controlled Companies regarding the dissolution or liquidation of the Controlled Companies; **(vi)** to appoint the liquidator, as well as the Fiscal Council, which shall operate during the liquidation period; **(vii)** to amend the corporate purposes and/or any amendment to these Bylaws; **(viii)** to resolve on the deregistering as a publicly-held company at the CVM; **(ix)** to resolve on the delisting from the Novo Mercado of BM&FBOVESPA; and **(x)** to select the specialized firm which shall determine the Economic Value of the Company for tender offer purposes set forth in the Chapters VIII and IX hereof, amongst the firms appointed by the Board of Directors.

## CHAPTER IV - MANAGEMENT

### Section I - General Provisions

**Article 13** - The Company is managed by the Board of Directors and the Board of Executive Officers in accordance with applicable laws and as provided for by these Bylaws. The members of the Board of Directors shall be elected at the Shareholders' Meeting and members of the Board of Executive Officers shall be elected by the Board of Directors.

Paragraph 1 - Managers shall take office by means of the signature by vested Manager of instrument drawn up in the Company's records, exempting any management pledge.

**Paragraph 2** - The investiture of members of the Board of Directors and Board of Executive Officers shall be subject to the previous

signature of the Management Statement of Consent, pursuant to Novo Mercado Rules, as well as the compliance with applicable legal requirements. Management immediately after their investiture shall notify the BM&FBOVESPA about the number and characteristics of the Company securities they hold, directly or indirectly, including any derivatives.

**Paragraph 3** - The positions of Chairman of the Board of Directors and Chief Executive Officer or top executive of the Company cannot be cumulated by same person.

**Article 14** - The Management compensation shall be established at the Shareholders' Meeting, on an individual or global basis. In latter case, the Board of Directors shall resolve on the allocation of such compensation between board members and executive officers.

## Section II - Board of Directors

**Article 15** - The Board of Directors shall consist of seven (7) to twenty (20) members, to be elected and removed from office at the Shareholders' Meeting, with two-(2) year combined term of office and reelection is allowed.

**Paragraph 1** - The end of the term of office of Board members shall coincide with the date of the Annual Shareholders' Meeting of the Company to be held two (2) years after their election.

**Paragraph 2** - At each Annual Shareholders' Meeting whose agenda is to resolve on the election of the Board of Directors, shareholders shall decide on the number of sitting Board members to be elected at that meeting to compose the Board of Directors in respective term of office. The Board of Directors shall have one (1) Chairman and one (1) Vice Chairman, which shall be appointed at the Shareholders' Meeting.

**Paragraph 3** - At least twenty percent (20%) of the members of the Board of Directors shall be independent members, as set forth in Novo Mercado Rules, and expressly declared as independent members in the minutes of the Shareholders' Meeting to elect them. The member(s) elected in accordance with Article 141, Paragraphs 4 and 5 and Article 239 of the Brazilian Corporation Law, shall also be deemed as independent member(s).

**Paragraph 4** - Should the percentage defined in Paragraph above result in a fractional number of board members, it shall be rounded off pursuant to Novo Mercado Rules.

**Paragraph 5** - The Board members shall remain in their offices and performing their duties until their alternates' investiture, except in case otherwise decided at the Shareholders' Meeting.

**Article 16** - In the event of a temporary absence of the Chairman, his/her duties shall be performed by the Vice Chairman. In the event of a temporary absence of the Vice Chairman, his/her duties shall be performed by a sitting Board member appointed by other members for such purpose. In the event of absence or temporary impediment of any other Board member, his/her duties shall be performed by another Board member to whom the absent member has granted powers for such purpose, or, in the event the absent member has not granted powers to any other member, by sitting member appointed by other Board members for such purpose.

**Sole Paragraph** - In the event of vacant position of any Board member, the Chairman, or whoever is performing his/her duties, shall appoint an alternate who shall serve until the Shareholders' Meeting at which a new member shall be elected and his term of office shall take effect until the end of combined term of office of other Board members. In the event of vacancy in Chairman and Vice Chairman positions, the remaining Board members shall call for a Shareholders' Meeting to appoint their alternates. For purposes of this Article, the vacancy occurs in cases of dismissal, decease, resignation, evidenced impediment, disability or unjustified absence in more than three (3) consecutive meetings.

**Article 17** - The Board of Directors shall meet ordinarily four (4) times a year, and extraordinarily whenever called by the Chairman or

the Vice Chairman of the Board of Directors or by decision of the majority of its members or, also, as requested by the Board of Executive Officers. To be valid, the call notice shall be made, at least, eight (8) days in advance and shall indicate the date, time and place of the meeting, which shall be held at the Company's head offices or any other place to be informed upon call notice, jointly with the items of the agenda.

**Paragraph 1** - The call notice is exempted if all Board members attend the meeting.

**Paragraph 2** - The Board members may be called through registered mail (return-receipt requested), facsimile or electronic mail.

**Article 18** - The meetings of the Board of Directors shall be presided over by the Chairman of the Board of Directors or, during his/her absence, by whom he/she appoints and, in case of impediment, by the Vice Chairman of the Board of Directors (or, in the absence of the Vice Chairman, by another member appointed by the majority vote of other Board members). The meetings shall be instated with the attendance of the majority of sitting members of the Board of Directors. A Board member may be represented at the meetings by another Board member to whom powers have been granted for such purpose and may forward his/her vote in writing, including via facsimile.

**Sole Paragraph** - The meetings of the Board of Directors may be held exceptionally via conference call or video conference, provided that such possibility has been indicated in the respective call notice. In this case, the minutes shall be sent via facsimile to the Board member who participates through conference call or video conference and shall be sent again to the Company after signed by such Board member.

**Article 19** - Each Board member shall be entitled to one (1) vote at the Board of Directors meetings, whether personally or by appointed proxy, who shall submit specific power of attorney for the meeting called and the written vote of the absent Board member, including his respective justification. The Board members' votes forwarded in writing before the meeting shall be considered valid. The decisions at the meeting shall be valid in case approved by the majority of the Board members attending the meeting. Resolutions shall be drawn up in the minutes and in the Minutes Book of the Board of Directors Meetings and, whenever such decisions have effects before third parties, the minutes summary shall be filed at the appropriate board of trade and published.

**Article 20** - It is incumbent upon the Board of Directors to: **(i)** elect and dismiss the members of the Board of Executive Officers and establish their duties, including the Investor Relations Officer; **(ii)** establish the guidelines of the Company's business and of the business of any of its Controlled Companies; **(iii)** approve the working plan and annual budgets, the investment plans and the new expansion programs of the Company and its Controlled Companies, including acquisitions, as well as follow-up their implementation; **(iv)** supervise the officers tenure examining at any time the minutes, books and documents of the Company and its Controlled Companies, requesting any information on executed agreements, agreements to be executed or any other acts; **(v)** call for Shareholders' Meeting, in accordance with Articles 7 and 9 above, whenever necessary or required by law or in accordance with these Bylaws; **(vi)** render an opinion on the Management report and accounts submitted by the Board of Executive Officers and annual and/or interim financial statements and suggest the allocation of the net income for each year; **(vii)** decide on the issuance of shares or warrants, within the limit of the authorized capital; **(viii)** authorize the Company's acquisition of its own shares (a) to be held in treasury, canceled and/or subsequently sold; or (b) donation; **(ix)** authorize the Company shares redemption, reimbursement or amortization transactions as provided for by laws; **(x)** authorize the acquisition of shares issued by the Company when the capital stock decrease is resolved through reimbursement in cash of part of the shares value and the market price of these shares is lower than or equivalent to the amount to be reimbursed; **(xi)** decide on the issuance of debentures, convertible or not into shares (pursuant to Article 6, Paragraph 1 of these Bylaws in relation to the issuance of convertible debentures), and promissory notes for public offering in accordance with CVM Rule 134 of November 1, 1990, as amended; **(xii)** appoint and discharge the Company's independent auditors; **(xiii)** authorize new loans and financings in an aggregate amount greater than sixty million reais (R\$60,000,000.00), except for refinancing, renewal or amendment to loans and financing operations previously taken out by the Company, which shall be approved by the Board of Executive Officers; **(xiv)** authorize the disposal of or the creation of liens on the permanent assets of the Company or any of its Controlled Companies in an aggregate amount greater than sixty million reais (R\$60,000,000.00); **(xv)** authorize the pledge of security interest or personal guarantee of any nature by the Company or any of its Controlled Companies to third-party obligations, of any amount, exempting previous approval when refers to (a) suretyship in lease agreements entered into by employees or officers; and (b) the third party is an entity of the

Company's economic group, in these assumptions, the prohibition provided for in Article 25 hereof shall not apply; **(xvi)** authorize the performance of acts which result in the waive of rights by the Company or any of its Controlled Companies in an aggregate amount greater than sixty million reais (R\$60,000,000.00); **(xvii)** establish the general conditions and authorize the execution of agreements by the Company or any of its Controlled Companies in an aggregate amount greater than sixty million reais (R\$60,000,000.00); **(xviii)** render an opinion on the matters submitted by the Board of Executive Officers for its resolution or to be submitted to the Shareholders' Meeting; **(xix)** decide on the shutting down of the Company's activities or any of its Controlled Companies; **(xx)** at any time request the examination of any matter regarding the business of the Company and its Controlled Companies beyond the exclusively incumbency of the Shareholders' Meeting; **(xxi)** decide on any transaction between, on the one hand, the Company (or any of its Controlled Companies) and on the other hand, any direct or indirect controlling shareholders; **(xxii)** propose the allocation to be given to the remaining balance of each year's income at the Shareholders' Meeting; **(xxiii)** declare interim dividends, as well as interest on capital in accordance with the provisions of the Brazilian Corporation Law and applicable legislation, subject to the approval of the Annual Shareholders' Meeting; **(xxiv)** define a list of three companies specialized in companies' economic appraisal, for the preparation of appraisal report of the Company shares, in the event of tender offer for deregistering as publicly-held company or delisting from the Novo Mercado; **(xxv)** approve the engagement of trustee for rendering of bookkeeping services of the book-entry shares; **(xxvi)** define the variable compensation of the Management; **(xxvii)** determine the hiring or the appointment of executives to compose or assist the Company's Management; **(xxviii)** agree or disagree with any tender offer for the acquisition of Company shares through substantiated opinion, disclosed fifteen (15) days as of the publication of tender offer notice, which shall include at least (a) the convenience and the appropriateness of the tender offer as to the interest of group of shareholders and in relation to the liquidity of their securities; (b) the repercussions of the tender offer over the Company's interests; (c) the strategic plans revealed by offeror in relation to the Company; (d) other issues the Board of Directors deems relevant, as well as the information required by applicable rules established by the CVM; **(xxix)** express their intent prior to exercising the Company's right to vote in Shareholders' Meetings of corporations in which the Company holds shareholding interest and/or Subsidiaries; **(xxx)** name, invest, remove, accept resignation from and substitute members of the Audit Committee, in accordance with effective regulations; **(xxxi)** set the compensation of members of the Audit Committee, in addition to the annual budget or by projects allocated to covering expenses for the functions of the Audit Committee, including the cost of hiring service providers and external consultants; **(xxxii)** examine and approve internal regulations, as well as operational rules, for the functioning of the Audit Committee; **(xxxiii)** meet at least quarterly with the Audit Committee; and **(xxxiv)** examine and evaluate quarter and annual reports from the Audit Committee.

### Section III - Board of Executive Officers

**Article 21** - The Board of Executive Officers shall consist of three (3) to eight (8) members, resident in Brazil, shareholders of the Company or not, one (1) Chief Executive Officer, one (1) Chief Financial and Investor Relations Officer, one (1) Chief Lubricants Officer, one (1) Chief Legal Officer, One (1) Chief Infrastructure Officer and three (3) Executive Officers without special designation, and any officer may cumulate more than one position.

**Paragraph 1** - The term of office of executive officers shall be two (2) years. Reelection is allowed.

**Paragraph 2** - Officers shall remain in their positions until the investiture of their alternates, unless otherwise resolved by the Board of Directors.

**Paragraph 3** - In the event of absence or temporary impediment of any executive officer, the Board of Directors shall appoint the substitute of this temporarily absent officer.

**Paragraph 4** - In the event of vacancy of any officer position, a new member shall be elected at the next meeting of the Board of Directors, which shall be held within no later than thirty (30) days after such vacancy. For the purposes of this Article, vacancy shall occur in the event of dismissal, decease, resignation, evidenced impediment, disability or unjustified absence for more than thirty (30) consecutive days.

**Article 22** - The Board of Executive Officers shall meet whenever called by any of its officers. The meetings are instated with the

attendance of the majority of executive officers. Each officer is entitled to one (1) vote at the meetings. The decisions of the Board of Executive Officers are valid if approved by the majority of the officers attending the meeting. In the event of tie vote, the Chief Executive Officer, exclusively, shall have the casting vote.

**Sole Paragraph** - The minutes of the meetings shall be registered at the Minutes Book of the Board of Executive Officers' Meetings.

**Article 23** - The Company shall be managed by the Board of Executive Officers, who have full powers to manage its corporate business, in accordance with its attributions and subject to the provisions set forth by laws and these Bylaws.

**Paragraph 1** - Without prejudice to the provisions in the caput of this Article 23, the Board of Executive Officers shall: **(i)** decide on all matters which are not the exclusive incumbency of the Shareholders' Meeting or the Board of Directors; **(ii)** hire and dismiss employees, set the personnel salary levels and create and extinguish job positions; **(iii)** prepare investment plans and operation budgets; **(iv)** compromise, waive, execute agreements and make commitments, take out loans, allocate funds, acquire or dispose of assets and property, grant sureties or other guarantees, in accordance with provisions of Article 24 below; **(v)** prepare half-yearly or interim balance sheets, whenever required; **(vi)** prepare the report and financial statements for each year; and **(vii)** decide on the opening and maintenance of branches, subsidiaries, agencies, offices or representative offices of the Company in any part of Brazil or abroad.

**Paragraph 2** - Each executive officer shall have exclusively the following attributions: (i) Chief Executive Officer: (a) to implement and cause the implementation of the decisions of the Shareholders' Meeting and the Board of Directors; (b) to determine and cause the implementation of the policies, strategies, budgets, investment projects and other conditions of the Company's business plan; (c) to coordinate the activities of the other officers, in compliance with the specific attributions set forth in these Bylaws (d) to preside over the Board of Executive Officers' meetings; and (e) to permanently coordinate the performance of other executive officers, establishing the corporate, legal, political and institutional guidelines in the development of the Company's activities; (ii) Chief Financial and Investor Relations Officer: (a) to plan, implement and coordinate the financial policy of the Company, as well as to organize, prepare and control the financial budget of the Company; (b) to coordinate, administer, manage and supervise the capital market relations, represent the Company before shareholders, investors, market analysts, the CVM, the Stock Exchanges, the Brazilian Central Bank and other authorities related to the capital markets activities, in Brazil or abroad; (c) to provide all the information required by laws and stock market regulation; (d) to plan and execute management policies within his scope of authority; (e) to plan, execute and manage merger & acquisition operations to be carried out by the Company, as well ensure the regular execution and compliance with the agreements deriving from these operations; and (f) to represent the Company, in Brazil and abroad, before authorities, financial institutions or companies involved in merger & acquisition operations; (iii) Chief Lubricants Officer: (a) to plan, execute and manage the Company's business activities referring to lubricants and basic oils, including activities related to the trading of certain products manufactured by the Company in the domestic or foreign markets; (b) to establish product mix guidelines and respective trading channels in the domestic and foreign markets; and (c) to participate in the determination of the distribution guidelines of the Company's lubricant products; (iv) Chief Food Officer: (a) to plan, execute and manage the Company's business activities related to food and sugar in the retail market, including activities related to the trading of certain products manufactured by the Company in the domestic or foreign market; (b) to establish product mix guidelines and respective trading channels in the domestic and foreign markets; and (c) to participate in the determination of distribution guidelines for food and sugar manufactured, traded, imported and/or exported by the Company; (v) Legal Officer: (a) to organize, control, coordinate and supervise the Company's legal issues concerning their technical, operational, institutional and strategic aspects; and (b) to organize, control, coordinate and supervise the engagement of external professionals related to legal services; and (vi) Executive Officers without specific designation: to perform the duties attributed by the Board of Directors or by the Chief Executive Officer, in order to execute the Company's purposes.

**Article 24** - The Company shall be represented as plaintiff or defendant, in or out of court, in accordance with the following criteria: (i) at shareholders' or quotaholders' meetings of companies if which the Company is shareholder or quotaholder, by two (2) executive officers jointly, one of them the Chief Executive Officer, through previous authorization from the Board of Directors, which shall indicate the type of vote to be cast; (ii) in the acts or transactions that create obligations to the Company or relieve third parties from obligations due to the Company, (a) by two (2) executive officers jointly, involving an aggregate amount of up to fifteen million reais (R\$15,000,000.00); (b) by two (2) executive officers jointly, one of them the Chief Executive Officer, involving an aggregate amount

greater than fifteen million reais (R\$15,000,000.00) and up to sixty million reais (R\$60,000,000.00), with previous authorization of the Committee of Authority, mentioned in Paragraphs 3 to 5 of this Article; and (c) by two (2) executive officers jointly, one of them the Chief Executive Officer, through previous authorization of the Board of Directors, involving an aggregate amount greater than sixty million reais (R\$60,000,000.00); (iii) the granting of power of attorney by two (2) executive officers jointly, one of them the Chief Executive Officer, observing the previous authorization of the Board of Directors for business with an aggregate amount greater than sixty million reais (R\$60,000,000.00) pursuant to these Bylaws; and (iv) in other acts or transactions, by two (2) executive officers jointly.

**Paragraph 1** - The powers of attorney granted by the Company shall contain specific powers and have determined duration, and the powers of attorney whose effectiveness term has its expiration expressly connected to the practice of act or transaction to which these are specifically granted.

**Paragraph 2** - Without prejudice to the provision of Paragraph 1 of this Article 24, the powers of attorney granted for legal purposes, except if expressly revoked, are granted by the Company for the duration of the proceedings specified therein.

**Paragraph 3** - The acts involving aggregate amount greater than fifteen million reais (R\$15,000,000.00) and up to sixty million reais (R\$60,000,000.00) shall be previously approved by the Committee of Authority.

**Paragraph 4** - The Company shall instate a Committee of Authority, which shall act as a joint committee of the Company, in order to set the scope of authority of executive officers, composed of four (4) members, i.e., the Chairman of the Board of Directors, the Vice Chairman of the Board of Directors, the Chief Executive Officer and the Chief Financial and Investor Relations Officer.

**Paragraph 5** - The members of the Committee of Authority shall participate in the meetings to which they were previously invited through registered mail (return-receipt requested), facsimile or electronic mail, by the Chairman of the Board of Directors or any member of the Committee of Authority or the Board of Executive Officers of the Company. The meetings shall preferably be held at the Company's head offices or at one of the Company's branches and they may be held via conference call. Minutes of these meetings shall be drawn up in the Company's records and filed at the Company's head offices.

**Paragraph 6** - The quorum to open the meeting and the quorum necessary to pass resolutions of the Committee of Authority is two (2) of its members, one of them shall be necessarily the Chairman of the Board of Directors, who shall have the casting vote in the event of tie vote.

**Article 25** - The acts practiced by any Board member, executive officer, attorneys-in-fact or employees in business not pertaining the Company's purposes, including the tendering of sureties, endorsement or any other guarantees not related to the corporate purposes or in violation of the provisions herein are expressly void and null and not binding to the Company.

## CHAPTER V - AUDIT COMMITTEE

**Article 26** - The Company shall have an audit committee ("Audit Committee"), which shall report to the Board of Directors, with duties and responsibilities established by effective regulations and the internal regulations thereof.

**Paragraph 1** - The Audit Committee shall be made up of three (3) members, two (2) of whom independent, with a term of one (1) year, eligible for reelection by the Board of Directors.

**Paragraph 2** - The duties of the Audit Committee include those laid out in effective regulations and the internal regulations thereof, namely: (i) provide an opinion on the hiring or removal of an independent auditor to prepare an external, independent audit or any other service; (ii) oversee activities: (ii.1.) of independent auditors, to evaluate: (ii.1.1) the independence thereof; (ii.1.2) the quality of services

provided; and (ii.1.3.) the adequacy of services provided to the Company; (ii.2.) the Company's internal control area; (ii.3.) the Company's internal audit area; and (ii.4.) the area responsible for the preparation of the Company's financial statements; (iii) monitor the quality and integrity of: (iii.1.) internal control mechanisms; (iii.2.) the Company's quarterly information, interim statements and financial statements; and (iii.3.) information and measurements released based on adjusted financial data and non-financial data that add elements not envisaged in the usual structure of reports on financial statements; (iv) evaluate and monitor the Company's risk exposure, being permitted to request detailed information on policies and procedures for: (iv.1.) management compensation; (iv.2.) the use of the Company's assets; and (iv.3.) expenses incurred on behalf of the Company; (v) evaluate and monitor, with management and the internal audit area, the adequacy of the Company's transactions with related parties and the respective evidence thereof; and (vi) prepare a bi-yearly report, if necessary, and, by mandate, an summarized annual report, to be presented with the financial statements, containing a description of: (vi.1.) the Committee's activities, the results and conclusions reached and recommendations made; and (vi.2.) any situations in which there is a significant diversion between management, independent auditors and the Committee with regards to the Company's financial statements.

## CHAPTER VI - FISCAL COUNCIL



**Article 27** - The Company's Fiscal Council, with the attributions and powers set forth in the Brazilian Corporate Law, shall be composed of at least three (3) and at most five (5) sitting members and the same number of alternates, shareholders or not, elected at the Shareholders' Meeting among persons residing in Brazil, as long as they fulfill the legal requirements of the position.

**Paragraph 1** - The Fiscal Council operates on a non-permanent basis, being instated solely by decision of the Shareholders' Meeting, in accordance with the provisions provided for by laws and these Bylaws.

**Paragraph 2** – The investiture of members of the Fiscal Council shall be subject to the signature Statement of Consent of Fiscal Council members pursuant to the Novo Mercado Rules, as well as the compliance with applicable legal requirements.

## CHAPTER VII - FISCAL YEAR, DISTRIBUTIONS AND RESERVES



**Article 28** - The Company's fiscal year shall commence on January 1st and shall end on December 31 of each year. At the end of each fiscal year, the financial statements related to the fiscal year ended shall be drawn up and submitted to the Board of Directors and at the Shareholders' Meeting.

**Sole Paragraph** – The financial statements for the year shall include the Management proposal referring to the allocation of the net income, pursuant to the provisions hereof and the Brazilian Corporation Law.

**Article 29** - The net income for each year shall be allocated as follows: (i) five percent (5%) shall be deducted to form the legal reserve, until it reaches the legally defined limit; (ii) whenever required, the amount necessary to constitute the contingencies reserve fund, in accordance with the provisions of Article 195 of the Brazilian Corporations Law; and (iii) the amount required to pay the minimum mandatory dividend, which shall be twenty-five percent (25%) of the net income for the year, adjusted in accordance with the provisions of Article 202 of the Brazilian Corporations Law; and (iv) the Company will maintain a statutory profit reserve called the "Special Reserve," whose purpose will be to reinforce the working capital and to finance the maintenance, expansion and development of the activities of the Company and/or its subsidiaries, including through the subscription in capital increases or the creation of new businesses, which shall be constituted with up to 75% (seventy-five percent) of the net income from each fiscal year and whose balance, when added to the balances of the other profit reserves, except the profits to be realized reserve and the contingencies reserve, shall not exceed 100% (one hundred percent) of the Company's paid-up capital stock.

**Sole Paragraph** - Once the provisions contained in the items of Article 29 are met, the allocation of the remaining balance will de

determined at the Shareholders' Meeting, based on the Management proposal, in accordance with the provisions of Article 176, Paragraph 3, and Article 196 of the Brazilian Corporations Law, in compliance with the provisions set forth in Article 134, Paragraph 4 of said law. In the event the balance of the profit reserve exceeds the capital stock, the Shareholders' Meeting shall resolve upon the use of the surplus to pay up or increase the capital stock or to distribute additional dividends to shareholders.

**Article 30** - Upon resolution of the Board of Directors, the Company may pay interest on capital to its shareholders, which will be attributed to the minimum mandatory dividend provided for in Article 28 above, and for all effects, the dividends distributed by the Company shall compose this amount.

**Article 31** - The Company may draw up half-yearly or interim balance sheets and declare, upon resolution of the Board of Directors, dividends to the account of profits verified in these balance sheets, on account of the aggregate amount which shall be distributed at the end of respective fiscal year, observing the limitations provided for by laws. The dividends so declared constitute an anticipation of the mandatory dividend referred to in Article 28 above.

**Paragraph 1** - By resolution of the Board of Directors, the Company may up to legal boundaries, declare dividends at the profits reserve account of the last annual, half-yearly or interim balance sheet.

**Paragraph 2** - The dividends not claimed by any shareholder within a three-(3) year period as of the date of resolution about their distribution shall revert to the Company and no interest rate shall accrue on this amount.

## CHAPTER VIII - SALE OF THE SHARE CONTROL



**Article 32** - The sale of the Company's share control, whether by a single transaction or by successive transactions, shall be implemented under a suspensive and resolutive condition, providing that Buyer undertakes to conduct, a tender offer involving shares held by other shareholders, according to the conditions and terms provided for by laws and the Novo Mercado Rules, so that to ensure them equal treatment given to Selling Controlling Shareholder.

**Sole Paragraph** - The tender offer referred to in this Article shall also be required:

(i) in the event of onerous assignment of share subscription rights or of any other securities or rights related to securities convertible into shares, to result in the Sale of the Company's Control; or (ii) in the event of sale of control of entity holding the Company's Power of Control, in this case, the Selling Controlling Shareholder shall declare to BM&FBOVESPA the value attributed to the Company in this transaction and attach the documents that evidence such value.

**Article 33** - Any person who acquires the Company's Power of Control, in view of private share purchase agreement entered into with the Controlling Shareholder, involving any number of shares, shall be required to: (i) implement the tender offer referred to in Article 31 hereof; and (ii) pay, pursuant to the following terms, the amount equivalent to the difference between the tender offer price and the amount paid per share acquired in stock exchange during the last six (6) months prior to the date of acquisition of the Power of Control, duly adjusted until date of payment. This amount shall be distributed among all persons who sold the Company shares on trading days the Buyer made the acquisitions, proportionally to each one's daily selling net balance, and BM&FBOVESPA shall operate the distribution, in accordance with its rules.

**Article 34** - The Company shall not register any share transfer to the Buyer or the one(s) to hold the Power of Control, while the Statement of Consent by Controlling Shareholders referred to in the Novo Mercado Rules is not signed;

**Article 35** - No Shareholders' Agreement providing for the exercise of Power of Control may be registered at the Company's head offices while its signatories have not signed the Statement of Consent by Controlling Shareholders referred to in the *Novo Mercado*

## CHAPTER IX - DEREGISTERING AS PUBLICLY-HELD COMPANY



**Article 36** - In the tender offer, to be conducted by the Controlling Shareholder or by the Company, for deregistering as a publicly-held company, the minimum price to be offered shall be calculated based on the Economic Value, verified in appraisal report prepared pursuant to Paragraphs 1 and 2 of this Article, observing applicable legal and regulatory rules.

**Paragraph 1** - The appraisal report mentioned in the caput of this Article shall be prepared by a specialized institution or company with proven experience and independence as to the decision-making power of the Company, its Managers and/or Controlling Shareholder(s), in addition to fulfilling the requirements provided for in Paragraph 1 of Article 8 of the Brazilian Corporation Law, and contain the responsibility set forth in Paragraph 6 of same Article.

**Paragraph 2** - The selection of a specialized institution or company liable for determining the Company's Economic Value shall be incumbent upon the Shareholders' Meeting, from the submission, by the Board of Directors, of a three-name list, and the respective resolution shall be taken by the majority vote, excluding absentees votes, of shareholders representing the Outstanding Shares attending that meeting which, if instated on first call, must rely on the attendance of shareholders representing, at least, twenty percent (20%) of total Outstanding Shares, or if instated on second call, may rely on the attendance of any number of shareholders representing the Outstanding Shares.

**Paragraph 3** - The costs incurred in the preparation of the appraisal report shall be borne by shareholder conducting the tender offer.

**Paragraph 4** - When disclosed to the market the decision on the deregistering as a publicly-held company, the Controlling Shareholder or the Company shall inform the maximum value per share or per one hundred shares that the tender offer shall be conducted. The tender offer shall be subject to the fact that the value assessed in the appraisal report does not exceed the value informed by Controlling Shareholder or the Company, where applicable. Should the Economic Value assessed in accordance with Article 35 exceeds the amount informed by Controlling Shareholder or the Company, where applicable, the resolution referred to in this Article shall be automatically cancelled, except if the Controlling Shareholder or the Company, where applicable, expressly agrees to conduct the tender offer at the Economic Value assessed, and the Controlling Shareholder or the Company, where applicable, shall disclose the decision adopted to the market.

## CHAPTER X - DELISTING FROM THE NOVO MERCADO



**Article 37** - In the event the Company's delisting from Novo Mercado is resolved so that its securities are then registered to be traded out of Novo Mercado or due to corporate restructuring, in which the entity resulting from this restructuring does not have its securities accepted for trading at Novo Mercado within one hundred twenty (120) days as of the date of the Shareholders' Meeting that approved said operation, the Controlling Shareholder shall conduct the tender offer for the shares held by other Company's shareholders, at least, by the respective Economic Value, to be determined in appraisal report prepared pursuant to Paragraphs 1 and 2 of Article 35, in compliance with applicable legal and regulatory rules.

**Article 38** - In the event there is no Controlling Shareholder, if the Company's delisting from Novo Mercado is resolved so that its securities are then registered to be traded out of Novo Mercado, or in view of corporate restructuring, in which the entity resulting from this restructuring does not have its securities accepted for trading at the Novo Mercado within one hundred twenty (120) days, as of the date of the Shareholders' Meeting that approved said operation, the delisting shall be subject to the materialization of the tender offer under the same conditions provided for in the aforementioned Article.

**Paragraph 1** - Said Shareholders' Meeting shall define that (those) person(s) responsible for conducting the tender offer, who in

attendance of this meeting shall expressly undertake the obligation of conducting the tender offer.

**Paragraph 2** - If those persons responsible for conducting the tender offer are not defined, in case of corporate restructuring, in which the entity resulting from this restructuring does not have its securities accepted for trading at Novo Mercado, shareholders who voted favorably to the restructuring shall conduct said tender offer.

**Article 39** - The Company's delisting from *Novo Mercado* due to the failure to comply with the obligations set forth in Novo Mercado Rules shall be subject to the materialization of tender offer, at least, by the Economic Value of shares to be determined in the appraisal report referred to in Article 35 hereof, in compliance with the applicable legal and regulatory rules.

**Paragraph 1** - The Controlling Shareholder shall conduct the tender offer provided for in the caput of this Article./p>

**Paragraph 2** - In the event there is no Controlling Shareholder and the Company's delisting from Novo Mercado referred to in the caput derives from resolution at the Shareholders' Meeting, shareholders who voted favorably to the resolution that implied the respective failure to comply shall conduct the tender offer provided for in the *caput*.

**Paragraph 3** - In the event there is no Controlling Shareholder and the Company's delisting from *Novo Mercado* referred to in the caput is due to Management act of fact, the Company's Management shall call for a Shareholders' Meeting, whose agenda shall resolve on how to remedy the failure to comply with obligations provided for in *Novo Mercado Rules* or, where applicable, to resolve on the Company's delisting from *Novo Mercado*.

**Paragraph 4** - If the Shareholders' Meeting mentioned in Paragraph 3 above resolves on the Company's delisting from *Novo Mercado*, said meeting shall define that (those) person(s) responsible for conducting the tender offer provided for in the caput, who in attendance of the meeting shall expressly undertake the obligation of conducting said offer.

## CHAPTER XI - LIQUIDATION

**Article 40** - The Company may not enter into liquidation or dissolution except in the cases provided by law. The Shareholders' Meeting shall establish the liquidation procedure, as well as to appoint the liquidators and the members of the Fiscal Council that shall operate during the liquidation period, establishing their powers and compensation.

## CHAPTER XII - ARBITRATION

**Article 41** - The Company, its shareholders, Managers and members of the Fiscal Council undertake to solve, by means of arbitration, before the Market Arbitration Panel, any and all dispute or controversy which may arise among them, particularly related or arising from the application, validity, effectiveness, interpretation, breach and its effects, of the provisions set forth in the Brazilian Corporation Law, in the Company's Bylaws, in the rules published by the National Monetary Council, by the Brazilian Central Bank and by the CVM, as well as in the other rules applicable to the operation of the capital markets in general, besides those included in the *Novo Mercado Rules*, in the Arbitration rules, in the Sanction Regulation and *Novo Mercado Listing Agreement*.

## CHAPTER XIII - GENERAL PROVISIONS

**Article 42** - The terms defined herein whose meaning is not expressly defined herein or in the Brazilian Corporation Law shall have the

meaning attributed thereto by the *Novo Mercado Rules*.

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