



CELULOSE IRANI S.A.

National Registry of Legal Entities (CNPJ) No. 92.791.243/0001- 03
NIRE No. 43300002799 PUBLIC COMPANY

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS

1. **DATE, TIME AND PLACE:** Held on September 16, 2016 at 02:00 pm, at the headquarters of the Celulose Irani SA ("Company"), located at Rua General João Manoel, 157, 9th floor, room 903, in City of Porto Alegre, State of Rio Grande do Sul, CEP: 91.010-030.
2. **ATTENDANCE AND QUORUM:** The meeting counted on the totality of the members of the Board of Directors, having been presided over by Péricles de Freitas Druck.
3. **AGENDA:** To resolve on: **(i)** approval of the completion of financing for the export of goods and / or services, production of goods for export or activities to support and supplement members and key export ("Financing") through the issuance by the Company, three (3) Credit Notes Export (the "CCE") in the amount of R\$60,000,000.00 (sixty million reais) each, totaling R\$180,000,000.00 (hundred and eighty million reais), in favor of Itaú Unibanco SA ("Itaú"), Banco Rabobank International Brazil SA ("Rabobank") and Banco Santander (Brazil) SA ("Santander" and together with Itaú and Rabobank, the "Creditors"); **(ii)** the provision of guarantees by the Company in guarantee of the obligations of the Company in CCEs, through (a) mortgage on second and third degree of the Company's ownership properties under the Deed of Mortgage to be celebrated ("Mortgage Deed"), (b) conditional sale of forestry assets owned by the Company to be formed through the conclusion of the "Private Instrument of Constitution of Pledge Guarantee on forest assets and Other Covenants" to be entered into between the Company and the Creditors ("collateral Contract of Forest Assets") and (c) and assignment of rights escrow account to be established and of receivables arising from bills issued by the Company, and this guarantee provided by the conclusion of the "Instrument particular Constitution of Fiduciary Assignment of Receivables and Other Covenants "to be entered into between the Company and the Creditors and also Itaú as Custodian (" Fiduciary Assignment of Receivables "and, together with Scripture mortgage and Collateral Contract of Forest Assets, the "Financing Guarantee Contracts"); **(iii)** the provision by the Company of real guarantees of fiduciary assignment of receivables, securities and on account linked to consist in ensuring the Company's obligations in its 2nd (second) issue of debentures and loans today existing between the Company and the Creditors, through the conclusion of four (4) "private Instrument of Fiduciary Assignment Agreement Securities, Receivables and Other Covenants", to be entered individually between the Company and each of the Creditors and also with the Pentagon SA Distributor Securities SA ("Fiduciary Assignment of Contracts Securities and Credit rights") and **(iv)** the explicit authorization for the Executive Board to perform all acts, ratify the acts already practiced, take all measures and take all necessary measures for the formalization, implementation and administration of the resolutions of this assembly.
4. **RESOLUTIONS:** After discussing the matter, as provided for in paragraphs (p) and (s) of Article 12 of the Company's Bylaws, the members of the Board of Directors decided:



(i) Approve the issuance of CCEs in favor of Creditors by the Company, with the following main features:

a) Principal Amount: The amount of CCEs together will be R\$180,000,000.00 (one hundred and eighty million reais);

b) Compensatory Interest: 100% (one hundred percent) of the CDI plus fixed rate of 5.0% pa (Full five percent per year). The Compensatory Interest will be paid quarterly from January 25, 2017 to the maturity date;

c) Maturity: July 25, 2021;

d) Method of Payment of Principal Amount: Quarterly installments from January 25, 2018 until July 25, 2021; and

e) Default Charges: The delay or default of any amounts due under the respective CCEs, including but not limited to Main and Compensatory Interest, at the date of payment will result in the effect on the overdue amounts, regardless of notice or interpellation judicial or extrajudicial, to: (i) a conventional, non-compensatory, 2% (two percent) applied on the defaulted value; and (ii) default interest at an effective rate of 1% (one percent) per month, compounded daily pro rata basis; and (iii) Compensatory Interest, which will focus from the date of its default until the date of actual payment.

(ii) Authorize the grant by the Company of ensures under the Financing, as described in the order of the day, through the celebration of the Financing Guarantee Contracts;

(iii) To authorize the Company's management, as well as duly appointed attorney for this purpose by the Company, to perform all acts necessary for the issue of CCE and completion of financing, including the negotiation and conclusion of all documents relating to CCEs and Funding as well as additions to them as may be necessary and their documents arising, including without limitation, the Finance Guarantee Contracts, powers of attorney, notices, statements, disbursement requests, and any other documents that may be necessary. To ratify all acts relating to the issue of CCEs and financing that were previously performed by the Company;

(iv) Authorize the grant by the Company of collateral as guarantees the Company's obligations in its second (2nd) issue of debentures and certain Company's credit operations with the creditors, through the celebration of the Fiduciary Assignment Contract securities and Credit rights; and

(v) To authorize the Company's management, as well as duly appointed attorney for this purpose by the Company, to perform all acts necessary for the granting of guarantees by the celebration of the Fiduciary Assignment of Contracts Securities and Credit Rights, as well as additions those that may be necessary and their documents arising, including without limitation, amendments to credit facilities and indentures to be guaranteed by the Fiduciary Assignment of Contracts Securities and credit rights, powers of attorney, notices, statements and any other documents may be necessary. To ratify all acts relating to real guarantee granted on the Fiduciary Assignment of Contracts Securities and Credit Rights that were previously performed by the Company.

5. CLOSURE: Nothing further to discuss, read and approved these minutes, having been signed by all present. (Signatures: Pericles de Freitas Druck, Eurito de Freitas Druck Pericles Pereira Druck, Paulo Sérgio Viana Mallmann, Paul Iserhard).



6. **DECLARATION:** I do hereby certify the authenticity of this copy recorded as minutes in the relevant Company register.

Porto Alegre, September 16, 2016.

Péricles de Freitas Druck
President of the Board of Directors