



CELULOSE IRANI S.A.

**NATIONAL REGISTER OF LEGAL ENTITIES CNPJ/MF N° 92.791.243/0001-03
NIRE 43.300.002.799 PUBLICLY HELD COMPANY**

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS

1. **DATE, TIME AND PLACE:** Held in June 23, 2014, at 08 AM, at the registered office of Celulose Irani S.A. ("Company"), located at Rua General João Manoel, 157, 9º Andar, Sala 903, Porto Alegre, RS, CEP: 90.010-030.

2. **QUORUM AND BOARD:** The meeting was attended by all the members of the Board of Directors, having been chaired and secretariated by Péricles de Freitas Druck.

3. **AGENDA:** To deliberate on: (i) the celebrating of *Export Prepayment Finance Agreement* between the Company, acting as borrower, Rabobank Curaçao N.V., Santander (Brazil), Establecimiento Financiero de Crédito S.A. (together, the "Creditors"), Banco Rabobank International Brasil S.A., Irani Participações S.A. and Iraflor Comércio de Madeiras Ltda. ("Iraflor"), as guarantor, whereby the Creditors shall grant to the Company a financing in the aggregate amount of up to \$70,000,000.00 (seventy million US dollars) ("Financing"); (ii) issuance of promissory notes representing the Financing, including the promissory notes to be governed by Brazilian law (together, "Promissory Notes"); (iii) the granting of any warranties by the Company within the framework of Financing; (iv) the celebration by the Company, in its capacity as intervener consenting party, of guarantee instruments to be concluded by Iraflor under the Financing; (v) the authorization to the Board and/or representatives of the Company so that they can take all steps necessary for the formalization of the items above, including the conclusion of the Financing, guarantee instruments related, as well as any other documents referred to in such instruments or necessary for the consummation of the Financing obligations; and (vi) the ratification of all acts which have been executed by the Board to date for the purpose of enabling the celebration, execution and formalization of documents relating to the Financing.

4. **DELIBERATIONS:** Being examined and debated the matter, it was deliberate, by unanimous vote of the members present and without any restrictions:

(i) to approve the conclusion of the Financing by the Company, as borrower, whose key terms and conditions are described below:

- a) **Value of Financing:** the equivalent in national currency up to \$70,000,000.00 (seventy million US dollars).
- b) **Final Expiration:** June 24, 2021 ("Due Date").
- c) **Principal Amortization:** is to be paid in 21 (twenty-one) installments on March 31, June 30, September 30 and December 31 of each year, with the first installment due in June 30, 2016 and the last one on the Due Date, being payments due in New York, State of New York, United States of America;
- d) **Remuneration:** annual fee corresponding to the sum of the Libor Rate, as defined in the Financing), plus surcharge of 5,95% (five integers and ninety five percent) per annum, payable quarterly, on the dates established in the Financing, with the first payment in



September 30, 2014 and the last by the Due Date, subject to applicable terms of the Financing, being payments due in New York, State of New York, United States of America;

- e) Other Charges: in the event of tardiness in the payment of amounts owed to the Creditors, there shall be owed arrears interest at an annual rate equivalent to interest, defined in item (d) above plus a surcharge of 2% percent (two percent) per year;
 - f) Monetary Restatement: none.
- (ii) the issuance, by the Company, of the Promissory Notes representing the Financing;
 - (iii) the granting, by the Company, of any warranties in connection with the Financing, including, but not limited to, those to be granted in accordance with the following documents: (a) the "Public Deed of Constitution of First Degree Mortgage" to be entered between the Company and the Creditors for purposes of constituting first-degree mortgage on the real estate owned by the Company, object of register nos. 9,656, 20,592, 209, 3,625 and 1,497 ("Mortgage Deed"), (b) the "Instrument of Constitution of Guarantee of Chattel Mortgage of Forests of Celulose Irani S.A.", to be entered into between the Company, the Creditors and the depositary ("Chattel Mortgage Agreement of Irani") for the purposes of the chattel mortgage of pines and eucalyptus forests owned by the Company, grown in the properties object of register nos. 9,656 and 20,592; and (c) the "Fiduciary Assignment Agreement of Bank Deposit Certificates as Warranty and Other Covenants" to be entered into between the Company, the Creditors and the custodian bank, in its capacity as intervener consenting party ("Fiduciary Assignment Agreement");
 - (iv) the conclusion by the Company, in its capacity as intervener consenting party, of guarantee instruments to be entered by Iraflor under the Financing, including but not limited to the "Instrument of Constitution of Guarantee of Chattel Mortgage of Forests of Iraflor Comércio de Madeiras Ltda", to be entered between by Iraflor, the Creditors, the Company, and the depositary acting as intervener consenting party, for purposes of chattel mortgage of pines and eucalyptus forests owned by Iraflor, grown in the Company's properties object of register nos. 209, 3,625 and 1,497 ("Chattel Mortgage Agreement of Iraflor", in conjunction with the Deed of Mortgage, the Chattel Mortgage Agreement of Irani and the Fiduciary Assignment Agreement, "Warranty Agreements");
 - (v) to authorize the Board of Directors of the Company to celebrate, negotiate, execute, sign, register and formalize the Financing and all documents, titles and contracts necessary for their realization, including but not limited to Guarantee Agreements, any promissory notes, declarations, proxies, notifications, as well as additions and re-ratification to such instruments that may be needed in the context of the operation ("Financing Documents");
 - (vi) to ratify all acts that have been carried out by the Board to date for the purpose of enabling the conclusion, execution and formalization of the Financing Documents.

5. CLOSURE: There being no further business, there were suspended the works on drawing up these minutes. Reopened the works, this minutes was read and approved, being signed by all those in attendance. Signatures: Board - Péricles de Freitas Druck (President and Secretary); Counselors - Péricles de Freitas Druck, Péricles Pereira Druck, Eurito de Freitas Druck, Paulo Sérgio Viana Mallmann and Paulo Rabello de Castro.



I hereby certify and attest that these minutes matches the original, drawn up in proper book.

Porto Alegre, June 23, 2014.

PÉRICLES DE FREITAS DRUCK
Chairman of the Board of Directors