

ROSSI RESIDENCIAL S/A

CNPJ nº 61.065.751/0001-80

NIRE nº 35.300.108.078

BY-LAWS

CHAPTER I - NAME, HEADQUARTERS, PURPOSE AND DURATION

Article 1 - ROSSI RESIDENCIAL S/A is a joint-stock company governed by these by-laws and the applicable legislation.

Article 2 - The Company's headquarters and jurisdiction are located in the city and state of São Paulo at Avenida Major Sylvio de Magalhães Padilha nº 5.200 - Edifício Miami - Bloco C - Conjunto 31. **Sole Paragraph** – By resolution of the Executive Board, the Company may open branches, agencies, warehouses and any other kind of facilities in Brazil or abroad.

Article 3 - The purposes of the Company are: real estate purchase and sales, land division and allotment, real estate development and construction of properties for sale.

Article 4 - The Company's term of duration is undetermined.

CHAPTER II - CAPITAL STOCK AND SHARES

Article 5 - The Company's paid-in subscribed capital stock is R\$ 2,071,357,304.06, divided into 266,436,388 common, registered, book-entry shares with no par value.

Article 6 - The Company is authorized to increase its capital stock by up to 31,267,240 common, registered, book-entry shares with no par value, totaling 297,703,628 common shares, by a resolution of the Board of Directors, which will establish the number of shares to be issued in Brazil or abroad through public or private subscription, the price and method of subscription and payment, in addition to deliberating on preemptive rights, in compliance with these by-laws and the applicable legislation. **Paragraph One** - The Company may, within the limit of authorized capital and according to a plan approved by the General Meeting, grant stock options to its Directors, Officers, employees, or individuals who provide services to the Company or its subsidiaries, by a resolution of the Board of Directors, in compliance with these by-laws and the applicable laws, without preemptive rights to shareholders. **Paragraph Two** - The Company will not issue founders' shares.

Article 7 - The Company's capital stock will be exclusively represented by common shares and each common share will be entitled to one vote at any General Meeting.

Article 8 - All the shares of the Company will be in book-entry form and will be deposited on behalf of each shareholder with a financial institution licensed by CVM (the Securities and Exchange Commission of Brazil), as designated by the Company, in compliance with the provisions of Articles 34 and 35 of Law #6,404, from December 15, 1976 ("Law #6,404/76") and any other applicable provisions of Law.

Article 9 - In case of capital increase through the subscription of new shares, convertible debentures and/or subscription bonuses, shareholders will have preemptive rights in the subscription of the referred securities, pursuant to Article 171 of Law #6,404/76. **Sole**

Paragraph - In case of capital increase by means of the subscription of shares, convertible debentures or subscription bonuses through (i) sale on a stock exchange or through public subscription; or (ii) exchange of shares in connection with a tender offer, the Board of Directors may cancel preemptive rights or establish a shorter period for the exercise of such rights.

Article 10 - The Company may, by a resolution of the Board of Directors, purchase its own shares, for posterior cancellation or alienation, in compliance with the conditions and requirements listed in Article 30 of Law #6,404/76 and any other applicable provisions of Law.

CHAPTER III – GENERAL MEETING

Article 11 - An Annual General Meeting will be held every year and extraordinary meetings will be held whenever called in those cases provided for by Law or these by-laws. **Paragraph One**

- The resolutions of the General Meeting will be taken by majority vote, not counting blank votes, except as provided in Article 42, paragraph 1 of these By-Laws. **Paragraph Two** - The General Meeting may deliberate only on the agenda published in the respective call notice.

Paragraph Three - Shareholders should present an identification document and proof of the respective interest issued by the relevant depository institution 72 hours prior to General Meetings.

Article 12 - The General Meeting will be called to order and presided over by the Chairman of the Board and assisted by a secretary chosen by the Chairman. **Sole Paragraph** - In the absence of the Chairman of the Board or his substitute, the Chairman and the Secretary of the General Meeting will be chosen by the attending shareholders.

Article 13 - In addition to the roles prescribed by Law, it is also incumbent on the General Meeting: (i) to elect and remove from office, at any given moment, the members of the Board of Directors and Fiscal Council, when it is established; (ii) to annually collect the Officers and Directors' accounts and deliberate on the financial statements presented by them; (iii) to establish compensation for the members of the Board of Directors and Executive Office, as well as compensation for the Fiscal Council, in case it is established; (iv) to grant bonuses in shares and decide on possible splits and reverse splits; (v) to approve stock option and share subscription programs for its Directors, Officers and employees, as well as Directors, Officers and employees of other companies directly or indirectly controlled by the Company; (vi) to deliberate, in accordance with the proposal presented by the management, on the allocation of the fiscal year profit and dividend distribution; (vii) to deliberate on the Company's transformation, merger, incorporation, dissolution and liquidation and to elect the liquidator and the Fiscal Council which should operate in the liquidation period; (viii) to deliberate on the Company's delisting from Novo Mercado ("**Novo Mercado**") of the São Paulo Stock Exchange - BM&FBOVESPA ("**BM&FBOVESPA**") as foreseen in Chapter VI of these by-laws; and (ix) to

choose the expert firm responsible for the preparation of the Company valuation report from the companies indicated by the Board of Directors in case of cancellation of the registration as a publicly held company or delisting from Novo Mercado, as foreseen in Chapter VI of these by-laws. **Sole Paragraph** - The Chairman of the Meeting should abide by and enforce the provisions of the shareholders' agreements filed at the Company's headquarters, not allowing votes granted in noncompliance with these agreements to be computed.

CHAPTER IV - GOVERNING BODIES

Article 14 - The Company will be managed by the Board of Directors and the Executive Office.

Paragraph One - As a condition precedent to taking office, Directors and Officers will sign an Acceptance of Office on the proper book, exempt from posting bonds.

Paragraph Two - Officers and Directors shall remain in their positions until the installation of their substitutes.

Article 15 - The General meeting will establish the global annual compensation for Directors and Officers. The Board of Directors will be responsible for making the individual allocations, in compliance with the provisions in these by-laws.

Article 16 - At any meeting of the governing bodies a quorum will consist of, and action may be validly taken by, a majority of the attendees. **Sole Paragraph** - The call prior to the meeting, as a condition for its validity, is only exempt if all the members of the respective body are attending or if the absent members issue a power of attorney to other members to vote on their behalf or if they turn in their votes in writing.

Board of Directors - Article 17 - The Board of Directors shall be composed of a minimum of five (5) and a maximum of eleven (11) members, out of which a Chairman and a Vice-Chairman will be designated; the other members of the Board of Directors will simply be called Directors. The Board of Directors will be elected by the General Meeting for a one-year term of office, reelection being allowed. **Paragraph One** - A minimum of 20% of the Directors shall be Independent Directors. Whenever the result of this percentage is a fractional number of members, it shall be rounded to the integer: (i) immediately higher, when the fraction is equal or higher than 0.5 (five tenths); or (ii) immediately lower, when the fraction is lower than 0.5 (five tenths). **Paragraph Two** - For the purposes of this Article, the term "**Independent Director**" refers to the Director who: (i) does not have any material relationship with the Company, except interest in the capital stock; (ii) is not a Controlling Shareholder (as described in Article 33 of these by-laws) and his/her spouse or member of his/her extended family, is not or has not had an material relationship with any company or entity related to the Controlling Shareholder in the past three years (people linked to public education and/or research institutions are exempt from this restriction); (iii) in the past three years, has not been an Officer or employee of the Company, the Controlling Shareholder or of any company controlled by the Company; (iv) is not a direct or indirect supplier or buyer of the Company's services and/or products to an extent that entails loss of autonomy; (v) is not an employee, Director or

Officer of a company or entity which offers or demands services and/or products from the Company; (vi) is not a spouse or member of the extended family of any Director or Officer of the Company; (vii) does not receive any other compensation from the Company in addition to that granted to Directors (gains from interest in the capital stock are exempt from this restriction). Directors elected in compliance with the provisions of Article 141, Paragraphs Four and Five of Law #6,404/76 will also be considered Independent Directors. **Paragraph Three** - As a condition precedent to taking office, members of the Board of Directors will sign an Acceptance of Office on the proper book. Members of the Board of Directors shall remain in their positions, exercising their duties until their substitutes are elected, except otherwise deliberated by the General Meeting. The installation of members of the Board of Directors is subject to the signature of an Instrument of Consent, pursuant to the provisions in the Novo Mercado Listing Regulations. The members of the Board of Directors shall, immediately after their installation, report to BM&FBOVESPA on the number and characteristics of the securities issued by the Company they, directly or indirectly, hold, including their derivatives. **Paragraph Four** - The exercise of voting rights in the election of the members of the Board of Directors is forbidden in case of conflict of interest with the Company, pursuant to the provisions of Article 115 Paragraph One of Law #6,404/76. **Paragraph Five** - The members of the Board of Directors shall not have access to information or attend Board of Directors meetings related to issues in which they have or represent any conflicting interest with respect to the Company.

Article 18 - When electing the members of the Board of Directors, the General Meeting will fix, by majority vote, the number of Directors to be elected.

Article 19 - The members of the Board of Directors will be responsible for electing, by majority vote, the Chairman and Vice-Chairman. **Paragraph One** - The Chairman, in addition to his/her own vote, will have the casting vote in the event of a tie on the deliberations of the Board of Directors. **Paragraph Two** - In case of vacancy or temporary impediment of the Chairman, he/she will be substituted by the Vice-Chairman until the next General Meeting or, in his/her absence, by the member of the Board of Directors who has held this position for the longest period or, in case all Directors have held such position for the same period, by the eldest member.

Article 20 - Board of Directors Meetings will be held four times a year and extraordinary meetings will be held whenever called by the Chairman or majority of its members. Board of Directors Meetings may be exceptionally held by means of telephone conference, videoconference, e-mail or any other electronic means of communication. **Paragraph One** - The Call Notice for the meetings shall be given at least 72 hours in advance. **Paragraph Two** - All the decisions of the Board of Directors will be recorded in minutes drawn up in the respective book, signed by the Directors in attendance. **Paragraph Three** - At Board of Directors Meetings, votes by attorney-in-fact on behalf of another member, votes in writing in advance and votes submitted by facsimile, e-mail or any other means of communication will be processed and those who vote by such means will be considered present.

Article 21 - In addition to all the other duties established by Law or these by-laws, it is incumbent upon the Board of Directors: to guide the Company's activities, being able to arrogate to itself the examination and deliberation of any matter which is not under the exclusive competence of the General Meeting or the Executive Office; I. to direct the conduct of the Company's business; II. to elect and remove the Company's Officers; III. to call General Meetings when deemed convenient or in the cases described by Article 132 of Law #6,404/76; IV. to supervise the Officers' management, examining at any time the Company's books and papers and requesting information on contracts entered into or about to be entered into, as well as on any other action; V. to approve the quarterly results of the Company's operations; VI. to choose and replace independent auditors; VII. to call independent auditors to provide any clarifications deemed necessary; VIII. to approve the management report and the accounts of the Executive Office and deliberate on its submission to the General Meeting; IX. to deliberate on the performance of inspections, audits and accountability in subsidiaries, controlled companies and associated companies, as well as foundations sponsored by the Company; X. to issue its opinion on any matter to be submitted to the General Meeting before it is held; XI. to approve the issuance of shares within the limits authorized by the by-laws, establishing the conditions for issuance, including price and payment deadline, and exclude or establish a shorter period for the exercise of preemptive rights in the issuance of shares, subscription bonuses and convertible debentures for trading on a stock exchange, public subscription or public tender offer pursuant to the provisions of Law; XII. to deliberate on the acquisition of the Company's own shares to be kept as treasury shares and/or to be ultimately cancelled or sold; XIII. to submit to the deliberation of the General Meeting stock option and share subscription programs for its Directors, Officers and employees, as well as Directors, Officers and employees of other companies directly or indirectly controlled by the Company without preemptive rights to shareholders; XIV. to approve the issuance of any credit instruments, including bonds, notes, commercial papers or other securities generally used in the market to raise funds, establishing the conditions for issuance, repayment and redemption thereof; XV. to fix the share in the Company's profits to which Officers, Directors and employees will be entitled; XVI. to deliberate on the issuance of non-convertible debentures without secured guarantee; XVII. to define the three-name list of companies specialized in company valuations to prepare the Company valuation report in case of cancellation of the registration as a publicly-held company or delisting from Novo Mercado; XVIII. to decide on the order of its actions and adopt or issue rules on its operation; XIX. to approve the engagement of a depository to provide services in connection with book-entry shares; and XX. for a better performance of their duties, it may create committees or work groups with specific objectives, which will act as auxiliary bodies without deliberative powers, always aiming at advising the Board of Directors, being comprised of people appointed amongst Officers and/or other people linked, directly or indirectly, to the Company.

Executive Office - Article 22 - The Executive Office shall be composed of a minimum of two (2) and a maximum of six (6) members, elected and removable at any given moment by the Board of Directors, who may be shareholders or not, for a term of office of three years, reelection being permitted. Among these members, a CEO, an Investor Relations Officer, a CFO, a Commercial Officer, an Engineering Officer and a Legal Officer will be designated.

Article 23 - Pursuant to the applicable legal and statutory provisions, the deliberation of the General Meeting and the duties of the Board of Directors, it is the Executive Office's responsibility: I. to manage the Company; II. to conduct and distribute the Company's internal management services and tasks; III. to guide and supervise the Company's accounting services; IV. to prepare the Management Report and the Company's Financial Statement and submit them to the approval of the Board of Directors and the deliberation of the General Meeting; and V. to deliberate on the opening or closing of branches, agencies, warehouses, offices and any other facilities in Brazil and abroad. **Paragraph One - It is the CEO's responsibility**, in addition to coordinating the Officers' actions and the performance of activities related to the Company's overall planning, is also responsible for: I. calling and presiding over the Executive Offices; II. keeping the members of the Board of Directors informed about the Company's activities and operations; and III. propose and follow performance goals and budgets and the results of the various areas of the Company.

Paragraph Two - It is the Investor Relations Officer's responsibility to represent the Company to the Securities and Exchange Commission of Brazil, shareholders, investors, Stock Exchanges, the Central Bank of Brazil and other agencies related to capital market activities.

Paragraph Three - It is the Financial Director's responsibility, amongst other assignments that he/she may be given: I. planning, coordinating, organizing, supervising and conducting the activities related to the Company's financial activities; II. preparing the Company's financial statements and the annual management report; and III. to coordinate the assessment and implantation of investment opportunities and operations, including financing, as well as prospecting, analyzing, and negotiating such investments to perform activities of interest to the Company. **Paragraph Four** - It is the Commercial Director's responsibility, amongst other assignments that he/she may be given: I. to assess and follow policies, strategies and implementing projects in the trading segment and selling real estate; II. to coordinate the development of management activities in real estate development; III. take care of all legal licenses of each project, with the competent bodies, until obtaining the real estate development registration allowing the project launch; and IV. market monitoring, managing the Company's real estate sales, and performance of business and partnerships.

Paragraph Five - It is the Engineering Director's responsibility, amongst other assignments that he/she may be given: I. coordinating, managing, conducting and supervising the engineering and production areas of the Company, controlling deadlines, costs and quality of each building site, own or from third parties; II. planning, proposing and implementing Company's policies and actions regarding engineering and production; and III. deliberate over hiring builders and contractors.

Paragraph Six - It is the Legal Director's responsibility, amongst other assignments that he/she may be given: I. coordinating, managing, conducting and supervising the Company's legal department; II. to plan, propose and implement Company's policies and actions regarding legal matters; and III. deliberate over hiring independent lawyers.

Article 24 - Executive Officer Meetings will be preceded by a Call Notice sent to all its members by the CEO and its quorum will consist of the majority of its members and decisions may be validly taken by a majority of the attendees. The CEO, in addition to his/her own vote, will have the casting vote in the event of a tie.

Article 25 - Any acts, contracts, bills of exchange, checks, documents and papers entailing a liability to the Company or discharging obligations of others to the Company will only be valid if signed by any two members of the Executive Office acting together; any member of the Executive Office acting together with an attorney-in-fact for the Company; or two attorneys-in-fact acting together, appointed pursuant to a valid power of attorney, irrespective of the express authorization of the General meeting or the Board of Directors. **Sole Paragraph** - Any Officer or attorney-in-fact, alone, may (i) represent the Company in court and, (ii) to give receipts, acquittals and make pledges and sureties in public or private entities.

Article 26 - Powers of attorney will always be signed by two Officers, will be specific as to the authority conferred and will be limited in duration to a period not to exceed one year, except where given for in-court representation.

Fiscal Council - Article 27 - The Company's Fiscal Council, with the duties established by Law, will be composed of a minimum of three members, a maximum of five members and an equal number of alternates and will only be established upon the shareholders' request, in accordance with the provisions of Law. **Sole Paragraph** - The members of the Fiscal Council will be installed upon the signature of an Acceptance of Office on the proper book. As a condition precedent to their taking office, the members of the Fiscal Council will be required to sign the Consent to Appointment referred to in the Novo Mercado Listing Regulations. Members of the Fiscal Council shall, immediately after their installation, report to BM&FBOVESPA on the number and characteristics of the securities issued by the Company they, directly or indirectly, hold, including their derivatives.

CHAPTER V - PROFIT DISTRIBUTION

Article 28 - The fiscal year will commence on January 1 and end on December 31 of each year, when the financial statements required under Law # 6,404/76 and complementary legislation will be prepared. **Paragraph One** - The Company and the Officers and Directors must hold, at least once a year, a public meeting with analysts and interested people, to disclose the Company's financial-economic information, projects and perspectives. **Paragraph Two** - The Board of Executive Officers may also require quarterly balance sheets based on which dividends may be declared and paid, in compliance to the Company's Bylaws and legal

formalities, the Board of Directors may also declare interim dividends under the terms of Paragraph 2 of Article 204 of Law 6,404/76.

Article 29 - The Company shall distribute in each fiscal year, mandatory dividends of at least twenty five percent (25%) of the adjusted Net Income, calculated in compliance to Article 202 of Law 6,404/76.

Article 30 - The Board of Directors may pay or credit on shareholders' equity, interest on equity, pursuant to the Law, which will be imputed in the statutory dividends value, integrating the total amount of the Company's distributed dividends.

Article 31 - Under the terms of Article 190 of Law 6,404/76, the General Meeting that approves the accounts of the fiscal year may determine a ten per cent (10%) distribution of the fiscal year result, after adjustments settled by article 189 of Law 6,404/76, to the Company's Officers and Directors, as interest on social profits. **Paragraph One** - Profit sharing to Officers and Directors may be awarded when the payment of minimum mandatory dividends foreseen in these by-laws is assured to the shareholders. **Paragraph Two** - It is duty of the Board of Directors to determine the criteria for profit sharing to Officers and Directors.

Article 32 - The Company will maintain a profit reserve named "Expansion Reserve", which will ensure sources for additional financial investments of fixed and working capital and will be formed of up to ninety percent (90%) of the remaining net income after legal and statutory deductions, not surpassing the capital stock value.

CHAPTER VI - SALE OF CONTROLLING INTEREST, CANCELLATION OF REGISTRATION AS A PUBLICLY-HELD COMPANY AND DELISTING FROM NOVO MERCADO

Section I - Definitions - Article 33 - For the purposes of these by-laws, the following capitalized terms used herein will have the following meanings: "**Acquiring Shareholder**" refers to any person, including, but not limited to, any natural or legal person, investment fund, joint business, portfolio, universality of rights, or other organizational form, residing, domiciled or with headquarters in Brazil or abroad, or Shareholders Group; "**Controlling Shareholder**" refers to the shareholder or group of shareholders linked by a shareholders' agreement or under common control that exercises the Company's Controlling Power; "**Selling Controlling Shareholder**" refers to the Controlling Shareholder when he/she sells the Company's controlling interest; "**Controlling Shares**" refers to the tranche of shares which, either directly or indirectly, ensures its holder or holders, the individual and/or shared Controlling Power of the Company; "**Outstanding Shares**" refers to all the shares issued by the Company, except for the shares held by the Controlling Shareholder, persons linked to the Controlling Shareholder, the Company's Officers and Directors and the shares held in treasury; "**Sale of Controlling Interest**" refers to the remunerated transfer of the Controlling Shares to a third party; "**Purchaser**" refers to the person to whom the Selling Controlling Shareholder transfer the Controlling Power in a Sale of Controlling Interest; "**Diffuse Control**" refers to Controlling

Power exercised by a shareholder holding less than 50% (fifty per cent) of the capital stock. It means, yet, the Controlling Power exercised by a group of shareholders holding interest higher than 50% of the capital stock, in which each shareholder holds, individually, less than 50% of the capital stock, given that these shareholders are not assignees of voting agreements, are not under shared control and do not represent any mutual interest. "Group of shareholders" refers to a group of people (i) linked by contract or agreement of any kind, including shareholders' agreement, verbal or written, directly or through Subsidiaries, Controlling Companies or under shared Control; or (ii) between which there is a Controlling relationship, directly or indirectly; or (iii) under shared Control; or (iv) act jointly or act representing a mutual interest. Examples of people representing a mutual interest include (a) a person holding, directly or indirectly, interest equal or higher than 15% of someone else's capital stock; and (b) two people that have a third mutual investor that holds, directly or indirectly, interest equal or higher than 15% of each of these two people. Any joint ventures, investment funds or clubs, foundations, associations, trusts, joint business, cooperatives, portfolios, universality of rights, or any other organizational forms or enterprises, created in Brazil or abroad, will be considered part of the same Group of Shareholders whenever two or more of its entities are (x) managed by the same legal person or by related parties to the same legal person; or (y) have in common the majority of its officers; "**Controlling Power**" refers to the actual power used to conduct the Company's social activities and the functioning of its bodies, either directly or indirectly, actually or legally. There is a relative assumption of control ownership in relation to the person or group of persons linked by a shareholders' agreement or under a common control (controlling group) holding shares which ensure the majority of shareholders' votes present in the last three General Meeting of the Company, irrespective of not holding shares which ensure the majority of the voting capital; "**Economic Value**" refers to the value of the Company and its shares, it is fixed by a expert firm through the use of renowned methodology or based on any other criterion established by CVM.

Section II - Sale of Controlling Interest - Article 34 - The Sale of Controlling Interest, either directly or indirectly, by means of a single operation, as by means of successive transactions, shall be entered into upon a condition, suspensive or resolutive, that the purchaser is obligated to carry out a tender offer to acquire the shares of the remaining shareholders, observing the conditions and terms of the Law and of the Novo Mercado Listing Regulations, in order to assure them the same treatment given to the Selling Controlling Shareholder. **Paragraph One** - The Selling Controlling Shareholder may not transfer its shares, neither the Corporation may register any transfer of shares to the Purchaser, until he/she signs the Consent to Appointment referred to in the Novo Mercado Listing Regulations. **Paragraph Two** - The Company will not register any transfer of shares to the one(s) who comes to hold Controlling Power, until he/she signs the Consent to Appointment, which will be immediately sent to BM&FBOVESPA. **Paragraph Three** - No Shareholder Agreement ruling the exercise of Controlling Power may be filed in the Company's headquarters until their assignees have signed

the Consent of Appointment referred to in the Paragraph Two of this article, which will be immediately sent to BM&FBOVESPA.

Article 35 - The tender offer referred to in the previous article shall also be done: I. in events when there is onerous assignment of subscription rights for shares and other securities or rights regarding convertible securities, which may result in a Sale of Controlling Interest of the Company, given that, in this case, the Selling Controlling Shareholder will be obligated to report to BM&FBOVESPA the amount assigned to the Company in this sale and attach the supporting documentation.

Article 36 - Any person that is already a shareholder of the Company and acquires a controlling interest in the Corporation as a result of a share purchase agreement entered into with the controlling shareholder for any number of shares, will be required: I. to make a tender offer as provided for in Article 34 of these by-laws; and II. to compensate any shareholders from whom such person may have purchased shares on a stock exchange within a period of six months previous to the date of the Sale of Controlling Interest, paying them the difference between the amount paid to the Selling Controlling Shareholder and the amount paid on a stock exchange for shares of the Company in the same period, properly updated, up to the date of payment, by the positive fluctuation of the IPCA – Price Index for Wide Consumer, released by the Brazilian Geography and Statistic Institute - IBGE ("IPCA"); III. take applicable measures to restore the minimum percentage of 25% (twenty five per cent) of the Company's total Outstanding Shares, within 6 (six) months after the acquisition of Controlling Interest.

Section III - Cancellation of Registration as a Publicly-Held Company and Delisting from Novo Mercado - Article 37 - In the tender offer to be made, mandatorily, by the Controlling Shareholder or by the Company to do the cancelation of the Company's registration as a publicly-held company, the minimum price to be offered shall be equivalent to the Economic Value found in the valuation report, referred to in the article 42 of these by-Laws.

Article 38 - In the event that the shareholders, in the Extraordinary Shareholders' Meeting, decide on the Company's delisting from Novo Mercado so that (i) their shares may be registered outside Novo Mercado or (ii) due to capital reorganization in which the resulting Company's shares can not be admitted for trade in Novo Mercado, the Controlling Shareholder shall make the tender offer to acquire the shares held by the Company's remaining shareholders, and the minimum price to be offered shall be equivalent to the Economic Value appointed in the valuation report referred to in the article 42 of these By-Laws, in compliance with all legal and regulatory applicable requirements. The news of the tender offer to acquire shares shall be reported to BM&FBOVESPA and disclosed to the market immediately after the Company's General Meeting which approves the referred delisting or reorganization, as appropriate.

Article 39 - In the event of Diffuse Control: I. whenever it is approved, in the General Meeting, the cancellation of the Company's registration as a publicly-held company, the tender offer to acquire shares shall be made by the Company, given that, in this case, the Company can only

acquire shares held by shareholders that have voted favorably to the cancellation of registration in the General Meeting after it has acquired the shares of the shareholders that did not vote favorably to the referred resolution and that have accepted the referred tender offer; II. whenever the Company's delisting from Novo Mercado is approved, in the General Meeting, either due to registration for trading its shares out of Novo Mercado, or due to capital reorganization as provided in the article 38 of these By-Laws, the tender offer shall be made by the shareholders that have voted favorably to this respective resolution in the General Meeting.

Article 40 - In the event of Diffuse Control and BM&FBOVESPA establishes that the quotations of the securities issued by the Company shall be reported separately or that the securities issued by the Company are suspended from trading in Novo Mercado due to non-compliance with provisions from Novo Mercado Listing Regulations, the Chairman of the Board of Directors shall call, within 2 (two) days from this decision, counted solely the days when the newspapers usually used by the Company circulate, an Extraordinary General Meeting to replace the whole Board of Directors. **Paragraph One** - In the event that the Extraordinary General Meeting referred to in the caput of this article is not called by the Chairman of the Board of Directors in the established deadline, it may be called by any of the Company's shareholders. **Paragraph Two** - The new Board of Directors elected in the Extraordinary General Meeting referred to in the caput and in the paragraph one of this article shall solve the non-compliance with the provisions of the Novo Mercado Listing Regulations in the lesser of the shorter possible term or in a new period established by BM&FBOVESPA for this purpose.

Article 41 - In the event of Diffuse Control and the Company's delisting from Novo Mercado being due to non-compliance with provisions of Novo Mercado Listing Regulations, (i) if this non-compliance is due to resolutions from the General Meeting, the tender offer shall be made by the shareholders which have voted favorably to the decision that is causing the non-compliance and (ii) if this non-compliance is due to a management's act or fact, the Company shall make the tender offer for cancellation of registration as a publicly-held company directed to all of the Company's shareholders. In the situation (ii), if it is deliberated, in the General Meeting, to maintain the Company's registration as a publicly-held company, the tender offer shall be made by the shareholders that voted favorably to this decision.

Article 42 - The valuation report of the tender offers in the event of cancellation of the Company's registration as a publicly-held company, or the Company's delisting from Novo Mercado, shall be prepared by expert firm, experienced and independent as to the Company's decision power, its Officers and Controlling Shareholder, as well as their decision power, and the report shall comply with the provisions of paragraph 1 of article 8 of Law nº 6,404/76 and it shall contain the accountability provided by paragraph 6 of the same article 8. **Paragraph One** – The choice of the expert firm responsible for determining the Company's Economic Value in the event of cancellation of the Company's registration as a publicly-held company, or the Company's delisting from Novo Mercado, is an exclusive duty of the General Meeting, starting

from the presentation, by the Board of Directors, of the triple list, and the decision shall be made by the majority of the shareholders' votes representing the Outstanding Shares attending the General Meeting deliberating over the matter, not counting the blank votes. The meeting provided for in this paragraph 1, if installed in its first call, shall be attended by shareholders representing, at least, 20% (twenty percent) of total Outstanding Shares or, if installed in its second call, may be attended by any number of shareholders representing Outstanding Shares.

Paragraph Two - The preparation costs of the valuation report shall be fully borne by whomever is responsible for making the tender offer.

Section IV - Protection from Dispersing the Shareholding Base - Article 43 - Any Acquiring Shareholder who achieves, directly or indirectly, an interest in Outstanding Shares equal or higher than 15% (fifteen percent) of the Company's capital stock by share ownership, voting agreements or other rights over shares issued by the Company, shall make a tender offer to acquire all shares issued by the Company, observing the provisions of CVM's applicable regulations, BM&FBOVESPA regulations and the terms of this article. The Acquiring Shareholders shall make the offer or request its registration at CVM, if demanded by applicable regulations, in a maximum term of 30 (thirty) days counting from the date of the event resulting in share ownership, voting agreements or rights in amount equal or higher than 15% (fifteen percent) of the Company's capital stock. **Paragraph One** - The tender offer shall be (i) directed indistinctly to all of the Company's shareholders; (ii) come to effect in an auction to take place at BM&FBOVESPA (iii) immutable and irrevocable after its notice is published, except the provisions of paragraph 12 on this article, (iv) launched with price established according to the provisions of paragraphs 2 or 3 on this article, as appropriate; (v) settled in cash, in national currency, against the acquisition in the offer of shares issued by the Company; and (vi) instructed with valuation report, prepared by an institution in compliance with the provisions of article 43 of these By-Laws, in the event mentioned in paragraph 2 in this article. **Paragraph Two** - Except for the provisions of paragraph 3 in this article, the acquisition price in the tender offer for each share issued by the Company can not be lower than the highest between (i) the Economic Value found on the valuation report; (ii) 125% (one hundred and twenty five percent) of the average unit price of the shares issued by the Company, during the period of 3 (three) months prior to the date when it is mandatory to make a tender offer in the terms of this article, weighted by the trading volume at the stock exchange in which there is the highest negotiation volume of the Company's shares; (iii) 125% (one hundred and twenty five percent) of the highest issuance price of shares verified in any capital increase made by public distribution within a 24 (twenty-four) month period prior to the date when it is mandatory to make a tender offer in the terms of this article, and such amount shall be properly updated by IPCA, or equivalent index that may replace it, from the date of share issuance for the Company's capital increase up to the moment when the tender offer in the terms of this article is effective; and (iv) 125% (one hundred and twenty five percent) of the highest share price paid by the Acquiring Shareholder in the acquisition of shares issued by the Company, during

the 60 (sixty) month period prior to the date when a tender offer in the terms of this article is mandatory, and such amount shall be properly updated by IPCA, or equivalent index that may replace it, from the acquisition date up to the moment when the tender offer in the terms of this article is effective. If the applicable CVM's regulations regarding the offer foreseen in this case establish the use of a calculation criteria to determine the acquisition price for each of the Company's shares in the offer that result in a higher acquisition price, it shall prevail in the effective offer foreseen the acquisition price calculated in the terms of CVM's regulations.

Paragraph Three - If the interest in Outstanding Shares equal or higher than 15% (fifteen percent) of the Company's capital stock, referred to in the caput of this article, is due to a private contract of purchase of shares with the Controlling Shareholder, involving any quantity of shares, the Acquiring Shareholder is obligated to make the tender offer to the remaining shareholders at the same acquisition price per share given to the Controlling Shareholder, in order to assure them equality as to the Controlling Shareholder, even if there is not a Sale of Controlling Interest. The public offer provided for in this article will not be demanded in events of: (i) acquisition of shares linked to a shareholder agreement with the Controlling Shareholder, therefore not considered Outstanding Shares; or (ii) acquisition of Outstanding Shares by the Controlling Shareholder, subject to the rules and limits foreseen in Law and in articles 37 to 42 of these By-Laws, which, as held by the Controlling Shareholder, will not be considered Outstanding Shares; or (iii) lost of Controlling Power by the Controlling Shareholder holding the Diffuse Control.

Paragraph Four - The effectiveness of the public offer mentioned in the caput of this article will not exclude the possibility of another shareholder of the Company, or, as appropriate, the Company itself, put a competing offer, in the terms of applicable regulations.

Paragraph Five - The Acquiring Shareholder is bond to answer occasional requests or demands from CVM, prepared based on applicable Law, regarding the tender offer, within the established terms prescribed in applicable regulations.

Paragraph Six - In the event that the Acquiring Shareholder does not comply with the requirements of this article, even regarding meeting the maximum terms (i) to consummate or request registration for the tender offer; or (ii) to answer occasional requests or demands from CVM, the Company's Board of Directors will call an Extraordinary General Meeting, in which the Acquiring Shareholder will not be allowed to vote, to deliberate over the suspension of rights of the Acquiring Shareholder not complying with any of the requirements of this article, as provided in article 120 of Law 6,404/76, notwithstanding the accountability of the Acquiring Shareholder for losses and damages caused to the remaining shareholders due to non-compliance with the requirements of this article.

Paragraph Seven - The provisions of this article do not apply in the event of a person becoming holder of Outstanding Shares issued by the Company in an amount higher than 15% (fifteen percent) of the total shares issued due to (i) legal succession, on the condition that the shareholder sells the excessive shares within 30 (thirty) days from the relevant event; (ii) incorporation of another company by the Company, (iii) incorporation of shares of another company by the Company or (iv) subscription of the Company's shares, made in a single

primary issuance, being approved in the General Meeting of the Company's shareholders, called by its Board of Directors, and which proposal of capital increase have determined the fixation of the issuance price of the shares based in an economic value obtained from a economic-financial valuation report prepared by an expert firm with proven experience in valuation of publicly-held companies. **Paragraph Eight** - For purposes of calculation of the 15% (fifteen percent) percentage of the total shares issued by the Company, as described in the caput of this article, it will not be counted the involuntary interest increases resulting from cancelling treasury shares or decreases on the Company's capital stock due to shares cancelled. **Paragraph Nine** - The General Meeting may dismiss the Acquiring Shareholder from taking the tender offer into effect as provided by this article, if it is in the Company's best interest. **Paragraph Ten** - The shareholders holding, at least, 10% (ten percent) of the shares issued by the Company, except for shares held by the Acquiring Shareholder, may request that the Company's Officers call a shareholders' Special Meeting to deliberate over a new valuation of the Company aiming at reviewing the acquisition price, for which a valuation report shall be prepared in the same model of the valuation report referred to in the caput of article 42 of these By-Laws, according to the procedures established in article 4-A of Law 6,404/76 and observing the provisions of CVM's applicable regulations, regulations from BM&FBOVESPA and of the terms of this Chapter. The preparation costs of the valuation report shall be fully borne by the Acquiring Shareholder. **Paragraph Eleven** - The Acquiring Shareholder is not allowed to vote in Meetings deliberating over matters of paragraphs 9 and 10 above. **Paragraph Twelve** - If the Special Meeting referred to in paragraph 10 above decides for conducting a new valuation and the valuation report determines a value higher than the initial value of the tender offer, the Acquiring Shareholder may withdraw, being bond, in this case, to observe, as applicable, the procedure provided for in articles 23 and 24 of the CVM Instruction 361/02, and to sell the excessive interest within 3 (three) months from the date of the same Special Meeting.

Section V - Common Provisions - Article 44 - It is allowed the formulation of a single tender offer, aiming at more than one of the purposes specified in this Chapter VI of these By-Laws, in Novo Mercado Listing Regulations or in regulations issued by CVM, given it is possible to reconcile the procedures of all models of tender offer and that there is no loss to the recipients of the offer and that an authorization by CVM is obtained, whenever it may be requested by applicable Law. **Sole Paragraph** - Notwithstanding the provisions of this article and articles 43 and 45 of these By-Laws, the provisions of Novo Mercado Listing Regulations will prevail in the events of loss of rights of the recipients of the offers mentioned in the referred articles.

Article 45 - The Company of the shareholders responsible for consummation of the tender offers specified in this Chapter VI of these By-Laws, in Novo Mercado Listing Regulations or in regulations issued by CVM may assure its consummation by any shareholder, third party, and, as applicable, the Company. The Company or the shareholders, as appropriate, are not exempt from consummating the tender offer until it is concluded, observing all applicable regulations.

CHAPTER VII - ARBITRATION

Article 46 - The Company, its Shareholders, Directors, Officers and members of the Fiscal Council shall settle by arbitration any and all disputes or controversies which may arise, especially those related or resulting from the application, validity, effectiveness, interpretation, violation and the respective effects of provisions contained in Novo Mercado Participation Contract, Novo Mercado Listing Regulations, in the Arbitration Regulations of the Market Arbitration Panel established by BM&FBOVESPA, in these By-Laws, in the provisions of Corporate Law, in the rules issued by National Monetary Council, by Central Bank of Brazil or by CVM, in regulations from BM&FBOVESPA and in other applicable regulations ruling the operation of capital markets in general, before the Market Arbitration Panel, in the terms of its Arbitration Regulations. **Paragraph One** - Notwithstanding the validity of this arbitration clause, any party of the arbitration procedure have the right to appeal to Justice aiming at, if and when necessary, require precautionary measures to protect rights, in an arbitration either established or not, given that, as soon as any measure of such nature is granted, competence for merit decision making is immediately restored to the arbitration court established or to be established. **Paragraph Two** - The Brazilian Law will be the only one to be applicable to any and all controversies, as well as to the execution, interpretation and validity of this arbitration clause. The Arbitration Court will consist of judges chosen according to the Ordinary or Summary Arbitration procedure established in the Arbitration Regulations of the Market Arbitration Panel. The jurisdiction of the arbitration will be located in the city and state of São Paulo, where the arbitration decision should issued. The arbitration shall be held by the Market Arbitration Panel, conducted and judged in accordance with the relevant provisions of the Arbitration Rules.

CHAPTER VIII - LIQUIDATION

Article 47 - The Company will be liquidated in the cases provided by law; it is incumbent on the General Meeting to appoint the liquidator or liquidators and the members of the Fiscal Council that will function during the period of liquidation, in compliance with the provisions of Law.

CHAPTER IX - FINAL AND TRANSITORY PROVISIONS

Article 48 - The Company shall observe the shareholders' agreements filed at its eadquarters. It is strictly forbidden for members of the General Meeting or Board of Directors to accept votes of any shareholder, signatory of a shareholders' agreement filed at the Company's headquarters, considered discordant to the provisions of the referred agreement, and it is also prohibited for the Company to accept and execute the transfer of shares and/or burden and/or

grant preemptive rights in the subscription of shares and/or securities in non-compliance with what is foreseen in the shareholders' agreement.

Article 49 - The Company is prohibited to grant financing or sureties of any kind to third parties, in any form, to businesses unrelated to social interest.

Article 50 - Since there is no provision of Novo Mercado Listing Regulations regarding the public offerings referred to in Articles 37 and 38 in the event of Diffuse Controlling Power, as defined in article 33 in these By-Laws, the provisions of articles 39 and 41 in these By-Laws, established in compliance with item 14.4 of the referred Regulation, shall prevail.

This is a free translation of the original recorded on the proper book.

São Paulo, March 29, 2010

João Rossi Cuppoloni

Chairman