

**SUZANO PAPEL E CELULOSE S.A.**

*Public Company – Authorized Share Capital*

Brazilian Federal Taxpayer CNPJ No. 16.404.287/0001-55

State Registration Number NIRE No.29.300.016.331

**MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS**

On December 17, 2010, at 11 a.m., at Av. Brigadeiro Faria Lima 1,355, 9<sup>th</sup> floor, in the city of São Paulo, state of São Paulo, the Board of Directors of the Company held a meeting attended by the undersigned directors. Presiding over the meeting, the Chairman, Mr. David Feffer, invited me, Luiz Cesar Pizzotti, to act as Secretary. The Chairman clarified the purpose of this meeting was to authorize Management to agree a financing transaction with the Brazilian Economic and Social Development Bank (*Banco Nacional de Desenvolvimento Econômico e Social*), or BNDES, intended as funding for construction of the new industrial plant in the Municipality of Imperatriz, state of Maranhão, and implementation of the related operating support infrastructure in the amount of two billion, seven hundred and thirty-one million, five hundred and seventy thousand Brazilian *reais*) R\$2,731,570,000.00, comprising nine (9) tranches, as follows: (i) **Tranche “A”**: Nine hundred and twenty-eight million, nine hundred and seventy-three thousand Brazilian *reais*) R\$928,973,000.00 with a 42-month grace period, counted as from the 15<sup>th</sup> subsequent day following execution of the transaction, such that commencing from the 43<sup>rd</sup> month the principal shall be amortized in ninety-six (96) monthly installments adjusted pursuant to the fluctuation of Brazilian *real* to U.S. dollar selling exchange rate; whereas interest shall accrue from the disbursement date at the rate of 6.0% per annum calculated over the outstanding debt, and shall be due and payable on a quarterly basis during the grace period, following which accruing interest shall be due payable on a monthly basis throughout the amortization period; (ii) **Tranche “B”**: One hundred and twenty-nine million, eight hundred and ten thousand Brazilian *reais* (R\$129,810,000.00) with a 42-month grace period, counted as from the 15<sup>th</sup> subsequent day following execution of the transaction, such that commencing from the 43<sup>rd</sup> month the principal will be amortized in ninety-six (96) monthly installments adjusted pursuant to the fluctuation of the Brazilian *real* to U.S. dollar selling exchange rate; whereas interest shall accrue from the disbursement date at the rate of 6.0% per annum calculated over the outstanding debt, and shall be due and payable on a quarterly

basis during the grace period, following which accruing interest shall be due payable on a monthly basis throughout the amortization period; (iii) **Tranche “C”**: One hundred and twenty-five million, nine hundred and sixty-five thousand Brazilian *reais* (R\$125,965,000.00) with a 42-month grace period, counted as from the 15<sup>th</sup> subsequent day following execution of the transaction, such that commencing from the 43<sup>rd</sup> month the principal shall be amortized in ninety-six (96) monthly installments adjusted pursuant to the fluctuation of the Brazilian *real* to U.S. dollar selling exchange rate; whereas interest shall accrue from the disbursement date at the Long-Term Interest Rate, or TJLP rate plus a spread of 1.81% per annum calculated over the outstanding debt, and shall be due and payable on a quarterly basis during the grace period, following which accruing interest shall be due payable on a monthly basis throughout the amortization period; (iv) **Tranche “D”**: Two hundred and thirty-four million, eighty-three thousand Brazilian *reais* (R\$234,083,000.00) with a 42-month grace period, counted as from the 15<sup>th</sup> subsequent day following execution of the transaction, such that commencing from the 43<sup>rd</sup> month the principal shall be amortized in ninety-six (96) successive monthly installments; whereas interest shall accrue from the disbursement date at the Long-Term Interest Rate, or TJLP rate plus a spread of 1.81% per annum calculated over the outstanding debt, and shall be due and payable on a quarterly basis during the grace period, following which accruing interest shall be due payable on a monthly basis throughout the amortization period; (v) **Tranche “E”**: Four million, six hundred and sixty-one thousand Brazilian *reais* (R\$4,661,000.00) with a 42-month grace period, counted as from the 15<sup>th</sup> subsequent day following execution of the transaction, such that commencing from the 43<sup>rd</sup> month the principal shall be amortized in ninety-six (96) successive monthly installments, whereas interest shall accrue from the disbursement date at the Long-Term Interest Rate, or TJLP rate plus a spread of 1.81% per annum calculated over the outstanding debt, and shall be due and payable on a quarterly basis during the grace period, following which accruing interest shall be due payable on a monthly basis throughout the amortization period; (vi) **Tranche “F”**: Twenty-nine million, three hundred thousand Brazilian *reais* (R\$29,300,000.00) with a 36-month grace period, counted as from the 15<sup>th</sup> subsequent day following execution of the transaction, such that commencing from the 37<sup>th</sup> month the principal shall be amortized in successive sixty (60) monthly installments, whereas interest shall accrue

from the disbursement date at the Long-Term Interest Rate, or TJLP rate, calculated over the outstanding debt, and shall be due and payable on a quarterly basis during the grace period, following which accruing interest shall be due payable on a monthly basis throughout the amortization period; (vii) **Tranche “G”**: Thirty-seven million, forty thousand Brazilian *reais* (R\$37,040,000.00) with a 36-month grace period, counted as from the 15<sup>th</sup> subsequent day following execution of the transaction, such that commencing from the 37<sup>th</sup> month the principal shall be amortized in sixty (60) successive monthly installments, whereas interest shall accrue from the disbursement date at the Long-Term Interest Rate, or TJLP rate plus a spread of 0.90% per annum calculated over the outstanding debt, and shall be due and payable on a quarterly basis during the grace period, following which accruing interest shall be due payable on a monthly basis throughout the amortization period; (viii) **Tranche “H”**: Eight hundred and seventeen million Brazilian *reais* (R\$817,000,000.00) with a 24-month grace period, counted as from the 15<sup>th</sup> subsequent day following execution of the transaction, such that commencing from the 25<sup>th</sup> month the principal shall be amortized in ninety-six (96) successive monthly installments, whereas interest shall accrue from the disbursement date at the rate of 5.50% per annum calculated over the outstanding debt, and shall be due and payable on a quarterly basis during the grace period, following which accruing interest shall be due payable on a monthly basis throughout the amortization period; and (ix) **Tranche “I”**: Four hundred and twenty-four million, seven hundred and thirty-eight thousand Brazilian *reais* (R\$424,738,000.00) with a 42-month grace period, counted as from the 15<sup>th</sup> subsequent day following execution of the transaction, such that commencing from the 43<sup>rd</sup> month the principal shall be amortized in ninety-six (96) successive monthly installments, whereas interest shall accrue from the disbursement date at the Long-Term Interest Rate, or TJLP rate plus a spread of 1.81% per annum calculated over the outstanding debt, and shall be due and payable on a quarterly basis during the grace period, following which accruing interest shall be due payable on a monthly basis throughout the amortization period. The loan facility will be secured by mortgage on certain real properties as follows: (i) twelfth-ranking mortgage on the real property where the industrial facilities of the Company are located in the Municipality of Mucuri, record number 113 in register 02 of the Office of the Real Estate Registry of the Judicial District of Mucuri, whereby the

lien encompasses the land, constructions, facilities, machinery, equipment and any existing and future capital improvements incorporated into the real property, except for machinery and equipment acquired with the proceeds of loans and financing granted by the BNDES or within the scope of the FINAME System established by the BNDES, as long as these are encumbered by liens provided to BNDES' onlending agents under any such loan and financing transactions, and except also for imported machinery and equipment acquired, or that may be acquired with the proceeds of loans and financing granted by other lending institutions, as long as these are encumbered by liens provided under any such loan and financing transactions; and (ii) first-ranking mortgage on real properties owned by the Company, located in the Municipality of Imperatriz and registered under record numbers 27.696, 672, 6.650, 4.826, 6.813, 16.300, 6.099, 1.470, 34.856, 23.102, 7.649, 18.495, 7.388, 17.306, 18.481, 3.291, 6.577, 5.567, 43.691, 13.366, 13.806 e 13.902, 12.763, 36.785, 9.926, 9.940, 17.427, 10.641, 6.177, 19.049, 33.206, 9.529 and 5.761 in register 2 of the Office of the Real Estate Registry of the Judicial District of Imperatriz, state of Maranhão, at which locations the Company will be constructing the industrial plant for which financing is being sought pursuant to the abovementioned loan facility, whereby the lien encompasses the land, constructions, facilities, machinery, equipment and any existing and future capital improvements incorporated into the real properties, except for machinery and equipment acquired with the proceeds of loans and financing granted by the BNDES or within the scope of the FINAME System established by the BNDES, as long as these are encumbered by liens provided to BNDES' onlending agents under any such loan and financing transactions, and except also for imported machinery and equipment that may be acquired with the proceeds of loans and financing granted by other lending institutions, as long as these are encumbered by liens provided under any such loan and financing transactions. In addition, the loan facility will be guaranteed by surety given by the parent company, Suzano Holding S.A., until liquidation of the present transaction. It should be noted that disbursement of the first tranche is subject to certain conditions precedent, including condition that an extraordinary meeting of Company shareholders shall have convened and approved a private issuance of compulsorily convertible debentures worth an aggregate of one billion and two hundred million Brazilian *reais* (R\$1,200,000,000.00).

The matter was considered, debated and ultimately fully approved by unanimous affirmative vote of the directors in attendance, in light of the Decision No. 1995/10 of the BNDES Board of Directors. Management was thus granted authority to take any steps and practice any act required for execution of the related agreement and completion of the transaction, including the signature of other documents and contracts, as may be necessary. There being no further business to transact, these minutes were drawn up, and subsequently read, found to conform, approved and signed by the directors in attendance. São Paulo, December 17, 2010.

---

David Feffer  
Chairman of the Board and the Meeting

---

Luiz Cesar Pizzotti  
Secretary

---

Boris Tabacof  
Vice Chairman of the Board

---

Daniel Feffer  
Vice Chairman of the Board

---

Antonio de Souza Corrêa Meyer  
Director

---

Claudio Thomaz Lobo Sonder  
Director

---

Jorge Feffer  
Director

---

Marco Antonio Bologna  
Director

---

Nildemar Secches  
Director

---

Oscar de Paula Bernardes Neto  
Director