

**PRIVATE INSTRUMENT OF DEED OF THE 5TH (FIFTH) ISSUANCE OF DEBENTURES CONVERTIBLE INTO SHARES, OF THE TYPE WITH FLOATING GUARANTEE, OF SUZANO PAPEL E CELULOSE S.A.**

**SUZANO PAPEL E CELULOSE S.A.**, a joint stock company of authorized capital, with headquarters in the City of Salvador, State of Bahia, at Avenida Professor Magalhães Neto, 1752, 2º andar, salas 206, 207 e 208, enrolled in the Brazilian Corporate Taxpayer Registry of the Ministry of Finance (CNPJ/MF) under No. 16.404.287/0001-55, herein represented in the form of its bylaws, hereinafter referred to as “Issuer” or “Company”, and, on the other side,

**OLIVEIRA TRUST DISTRIBUIDORA DE TÍTULOS E VALORES MOBILIÁRIOS S.A.**, financial institution authorized to operate by the Brazilian Central Bank, with headquarters at Avenida das Américas, nº 500, Bloco 13, Grupo 205, in the City of Rio de Janeiro, State of Rio de Janeiro, enrolled in the CNPJ/MF under No. 36.113.876/0001-91, representing a do a community of holders of the Debentures (as defined below) (“Debenture-holders”), herein represented in the form of its bylaws, hereinafter referred to as “Trustee”.

THE PARTIES RESOLVE to enter into the present “Private Instrument of Deed of the 5th (fifth) Issuance of Debentures Convertible into Shares, of the Type with Floating Guarantee, of Suzano Papel e Celulose S.A.” (“Deed”, “Issuance” e “Debentures”, respectively), which shall be ruled by the following clauses and conditions:

**CLAUSE I - AUTHORIZATION**

This Deed is entered into based on the resolution of the Extraordinary General Meeting of the Issuer’s shareholders, held on April 26, 2011 (“EGM”), and the Meeting of the Board of Directors of the Issuer, held on May 12, 2011 (“MBD”).

**CLAUSE II - REQUIREMENTS**

The Issuance shall be accomplished in compliance with the following requirements:

**II.1. REGISTRATION OF THE DEED**

The Deed and its eventual amendments shall be registered with the Board of Trade of the State of Bahia (“JUCEB”), pursuant to the provisions in item II and paragraph 3 of article 62 of Law No. 6,404 of December 15, 1976, as amended (“Law 6,404/76”).

**II.2. FILING AND DISCLOSURE OF THE MINUTES OF THE EXTRAORDINARY GENERAL MEETING AND THE MEETING OF THE BOARD OF DIRECTORS**

The minutes of EGM and MBD shall be filed with JUCEB and disclosed in the newspapers *Valor Econômico* and *A Tarde*, as well as in the Official Gazette of the State of Bahia, pursuant to article 62, item I of Law 6,404/76.

**II.3. REGISTRATION OF THE ISSUANCE**

The Issuance shall not be subject to registration with the Brazilian Securities and Exchange Commission (“CVM”), once the Debentures shall be subject to private placement, without any effort to sell before investors.

**II.4. CORPORATE PURPOSE OF THE COMPANY**

The Issuer’s corporate purpose are (a) manufacturing, trade, import and export of pulp, paper and other products resulting from the transformation of forest essences, including the recycling of these, as well as of products related to the printing industry; (b) formation and exploration of homogeneous, own or third parties’ forests, directly or through contracts with companies specialized in forestry and forest management; (c) rendering of services, import, export and exploration of goods related to the Issuer’s

objects; (d) transportation, by its own and through third parties; (e) participation, as partner or holder of shares, in any other company or undertaking; and (f) operation of port terminals.

### **CLAUSE III – CHARACTERISTICS OF THE ISSUANCE AND THE DEBENTURES**

The Issuance and the Debentures shall respect the following conditions and characteristics:

#### **III.1 TOTAL AMOUNT OF THE ISSUE**

The total amount of the Issuance is of R\$1,200,000,000.00 (one billion and two hundred million Reais), being R\$401,819,000.00 (four hundred one million and eight hundred nineteen thousand Reais) related to the 1<sup>st</sup> series and R\$798,181,000.00 (seven hundred ninety-eight million and one hundred eighty-one thousand Reais) related to the 2<sup>nd</sup> series, on the Date of Issuance (as defined below).

#### **III.2 UNIT NOMINAL VALUE OF THE DEBENTURE**

The unit nominal value of the Debentures is of R\$1,000.00 (one thousand Reais) on the Date of Issuance (as defined below) (“Unit Nominal Value” – VNU).

#### **III.3. SERIES**

The Issuance shall be held in two series, being the 1<sup>st</sup> series composed by Debentures convertible into common shares issued by the Issuer and the 2<sup>nd</sup> series composed by Debentures convertible into preferred shares issued by the Issuer, pursuant to the provisions in item III.16.1. (common shares issued by the Issuer when collectively with the preferred shares issued by the Issuer, “Shares”).

#### **4.3. NUMBER OF DEBENTURES**

It shall be issued 1,200,000 (one million and two hundred thousand) Debentures, being 401,819 (four hundred one thousand and eight hundred nineteen) Debentures related to the 1<sup>st</sup> series (“Debentures of the 1<sup>st</sup> Series”) and 798,181 (seven hundred ninety-eight thousand and one hundred eighty-one) Debentures related to the 2<sup>nd</sup> series (“Debentures of the 2<sup>nd</sup> Series”).

#### **III.5. USE OF PROCEEDS AND PURPOSE OF THE ISSUANCE**

The proceeds from this Issuance shall be used for the construction of a new industrial plant of the Issuer in the city of Imperatriz, in the State of Maranhão, with estimated production capacity of 1.4 million ton/year of bleached eucalyptus pulp, and the implementation of the supporting infrastructure necessary for the future operations of the new unit, and for the improvement of the capital structure of the Issuer.

#### **III.6. FORM AND CLASS**

The Debentures shall be issued under a book-entry, nominative form, and shall be convertible into Shares, subject to the provisions of item III.3. above, without issuance of warrants or certificates.

#### **III.7. SPECIES**

Under article 58 of Law 6,404/76, the Debentures shall be of the type with floating guarantee.

#### **III.8. DATE OF ISSUE**

For all legal purposes, the date of issuance of the Debentures shall be on December 15, 2010 (“Date of Issuance”).

#### **III.9. MATURITY OF THE DEBENTURES**

**III.9.1.** The maturity of the Debentures shall be three (3) years from the Date of Issuance, maturing, therefore, on December 16, 2013 (“Maturity Date”), established that the Debentures shall be

settled in the events of conversion and/or Early Maturity, as set forth in items III.16. and III.24. below, respectively.

**III.9.2.** On the Maturity Date of the Debentures, the Issuer shall make the total settlement of the Debentures that are still outstanding, by their Restated Unit Nominal Value of the Debenture (as defined in item III.12.1. of this Clause III) up to the Date of Conversion (as defined in Clause III.16.6.1. below), always through the conversion of the Debentures into Shares, subject to the provisions of item III.3. above, in the term, conversion price and form indicated in item III.16. below, established that the applicable Yield (as defined in item III.13. below), incurred up to such date, shall be paid on demand, in current national currency.

**III.10. AGENT BANK, REGISTRAR AGENT AND CERTIFICATE OF THE DEBENTURES**

**III.10.1.** The agent bank and registrar agent of the Debentures of this Issuance shall be (i) **ITAÚ UNIBANCO S.A.** financial institution with headquarters at Praça Alfredo Egydio de Souza Aranha, n.º 100 – Torre Olavo Setubal, in the City of São Paulo, State of São Paulo and (ii) **ITAÚ CORRETORA DE VALORES S.A.**, brokerage firm with headquarters at Avenida Brigadeiro Faria Lima, nº 3400, 10º andar, in the City of São Paulo, State of São Paulo, ("Agent bank and Registrar Agent", respectively).

**III.10.2.** It shall not be issued certificates representing the Debentures. For all purposes and effects, the ownership of the Debentures shall be proved by statement issued by the Registrar Agent.

**III.11. SUBSCRIPTION PRICE AND PAYMENT IN FULL**

**III.11.1.** The Debentures shall be subscribed and paid in full (and the payment in full shall be held on demand and in current national currency), by their Restated Unit Nominal Value of the Debenture (as defined in item III.12.1.), calculated *pro rata temporis* since the Date of Issuance, up to the effective date of payment of the Debentures, plus Yield (as defined below) calculated *pro rata temporis* since the Date of Issuance up to the effective date of payment of the Debentures.

**III.11.2.** All net funds arising from the payment of the Debentures shall be deposited on checking account No. 08480-5, of the Issuer, held in branch No. 0910 of Itaú Unibanco S.A. (341) ("Collection Agent").

**III.12. UPDATE OF THE UNIT NOMINAL VALUE OF THE DEBENTURE OF THE DEBENTURES**

**III.12.1.** The Unit Nominal Value of the Debenture shall be restated by the variation of the Extended Consumer Price Index (IPCA) ("IPCA"), as ascertained and disclosed by the Brazilian Institute of Geography and Statistics (IBGE) as from the Issuance Date, calculated proportionally based on the business days until the settlement of the Debentures (including settlement resulting from the declaration of Early Maturity of the Debentures) (hereinafter referred to as "Restated Unit Nominal Value of the Debenture "):. hereinafter referred to as "Restated Unit Nominal Value of the Debenture")::

$$VN_a = VNe \times C$$

Whereas:

- |       |   |   |
|-------|---|---|
| VNa   | = | Restated Unit Nominal Value of the Debenture calculated with six (06) decimal places without rounding;                                    |
| VNe   | = | Unit Nominal Value of the Debenture, calculated with six (06) decimal places without rounding;  |
| c)    | = | accumulated factor of the monthly variations of the indexes used, calculated with eight (08) decimal places without rounding, as follows: |
| ..... |   |   |
| ..... |   |   |

$$C = \prod_{k=1}^n \left[ \left( \frac{NI_k}{NI_{k-1}} \right)^{\frac{dup}{dut}} \right]$$

where:

- (n). = total number of indexes considered in the restatement of the asset, where n is a whole number;
- NIK = value of the index-number of the month prior to the restatement month, should the restatement is on a previous date or on the date of the anniversary of the asset. After the anniversary date, value of the index-number of the restatement month;
- NIK-1 = value of the index-number for the month prior to month “k”;
- dup = number of business days between the last date of anniversary and the calculation date, limited to the total number of business days of validity of the price index, where “dup” is a whole number;
- dut = number of business days between the last and the next date of anniversary, where “dut” is a whole number.

**III.12.2.** The IPCA shall apply to the shortest period allowed by applicable legislation, with no need of adjustment of the Deed or any other formality.

**III.12.3.** Date of anniversary is the day of the maturity date or day informed as reference to the use of the index in each month.

**III.12.4.** Month of restatement is the monthly period between two consecutive dates of anniversary of the asset in question.

**III.12.5.** The resulting factor of the expression:  $\left( \frac{NI_k}{NI_{k-1}} \right)^{\frac{dup}{dut}}$  is considered with eight (8) decimal places, without rounding.

**III.12.6.** The product is executed based on the most recent factor, and subsequently adding the most remote ones. The intermediary results are calculated with sixteen (16) decimal places without rounding.

**III.12.7.** The amounts for weekends or holidays shall be equal to the value of the following business day, adjusting the pro rata as from the last prior business days.

**III.12.8.** If, on the restatement month the index- number is not yet available, the last available variation of the price index in question shall be used

$$\left( \frac{NI_{k-1}}{NI_{k-2}} \right)$$

**III.12.9.** In case of temporary unavailability of the IPCA upon the payment of any pecuniary obligation set forth in the Deed, the last index-number shall be used in substitution, as calculated proportionally to the business days, however, upon the disclosure of the index-number due, no financial compensation is due either by the Issuer nor the Debenture- holders.

**III.12.10.** For the obligations to be payable as well as for the other parameters of the series of the Debentures, upon the subsequent disclosure of the IPCA, all amount shall be recalculated and restated by the IPCA disclosed in such subsequent time, observing a period of one hundred and eighty (180) days established as per item III.12.11 below.

**III.12.11.** In lack of calculation and/or disclosure of the number-index for a term longer than one hundred and eighty (180) days after the date expected for its disclosure or, still, in case of its extinction, by legal imposition or judicial decision, IPCA shall be replaced for substitute legally determined therefore. If there is no legal substitute for IPCA, the Trustee shall convene a general meeting of Debenture-holders of both series, to be held in the maximum period of twenty (20) days from any one of the events set forth in this item, in which the Issuer shall present a proposal of a new parameter to be applied. For the effects of the general meeting of Debenture-holders set forth herein, the substitute index for IPCA shall be approved by a quorum established in item V.2.4. below. Until the resolution of this parameter, it shall be used, in order to calculate the amount of any obligations set forth in this Deed, the last number-index disclosed.

**III.12.12.** The Debenture-holders voting in the general meeting set forth in item III.12.11. above shall present justification if they reject the index presented by the Issuer. In this event, the Issuer, based on this justification, shall present a new index in the general meeting of Debenture-holders, to be convened by the Trustee within ten (10) days from the general meeting that rejected the prior parameter. Until this resolution, it shall be used, in order to calculate the amount of any obligations set forth in this Deed, the last number-index disclosed.

**III.13. COMPENSATED INTEREST**

**III.13.1.** The Debentures shall provide interest of four point half percent (4.50%) per year, based on 252 business days, levied on the Restated Unit Nominal Value of the Debenture as from the Issuance Date, calculated under the capitalization regime proportionally to the business days ("Yield"), as follows:

$$J = VNa \times (FatorJuros - 1)$$

where:

- J = amount of interest due at the end of each interest calculation period, calculated with six (06) decimal places without rounding;
- VNa = Restated Unit Nominal Value of the Debenture calculated with six (06) decimal places without rounding;
- Interest = fixed interest factor calculated with nine (09) decimal places without rounding, as follows:

$$FatorJuros = \left\{ \left[ \left( \frac{taxa}{100} + 1 \right)^{\frac{n}{252}} \right]^{\frac{DP}{DT}} \right\}$$

where:

- rate = fixed interest rate, four point half percent (4.5000%) per year, informed with four (04) decimal places;
- n. = number of business days between the date of the next event and the date of the prior event, where "n" is a whole number;
- DP = number of business days between the last event and the current date, where "DP" is a whole number;
- DT = number of business days between the last and the next event, where "DT" is a whole number.

**III.13.2.** The Yield shall be paid annually, always on the fifth (15th) Day of January, with the first payment due on January 15, 2012 and the last date of payment coinciding with the last Date of Conversion (as defined in item below).

**III.13.2.1.** The Yield shall also be required in the events of conversion of the Debentures into Shares, as set forth in this Deed, and, in such events, it shall be paid *pro rata temporis*, calculated since the date of the last financial event up to the Date of Conversion (as defined in item III.16.6.1. below), as the case may be (all dates set forth in this Item III.13.2. hereinafter referred to as “Yield Payment Dates”).

**III.13.3.** In case of failure to pay the Yield on the Dates of Payment of Yield, a penalty of ten percent (10%) shall apply to the balance of the overdue and unpaid Yield.

**III.13.4.** There is no scheduled rollover to the Debentures.

### **III.14. PLACEMENT AND NEGOCIATION**

**III.14.1.** The Debentures shall be issued for private placement, without any effort to sell before the investors, being permitted the partial placement of the Debentures.

**III.14.2.** The Debentures shall be trade on a private basis or on a secondary regulated market, subject to the applicable legal and regulatory measures.

### **III.15. PREEMPTIVE RIGHT TO THE SHAREHOLDERS OF THE ISSUER**

**III.15.1.** All the Issuer’s shareholders without distinction shall be entitled to the preemptive right to subscribe the Debentures in the proportion of the number of Issuer shares they hold, as provided for in Law 6,404/76, according to the shareholding position as of the date of the Extraordinary Shareholders’ Meeting (“Preemptive Right”), and such right is valid for thirty (30) days after the publication of the notice to the shareholders (“Notice to the Shareholders”) of the Issuer, informing of the Issuance and such Preemptive Right (“Preemptive Term”).

**III.15.2.** The shareholders willing to subscribe Debentures pursuant to item III.15.1. above shall go solely in the branches of Agent bank indicated in the Notice to the Shareholders, where they will sign the subscription list of the Debentures. In case of shareholder represented by an attorney-in-fact, the attorney-in-fact shall have the documentation proving the powers of representation to subscribe for the Debentures. The shareholders whose shares are kept in custody in the Brazilian Clearing and Depository Corporation of BM&FBOVESPA S.A. – Bolsa de Valores, Mercadorias e Futuros (“CBLC” and “BM&FBOVESPA”, respectively) shall exercise the relevant rights through their custody agents and pursuant to the rules established by the CBLC itself.

**III.15.3.** The signature of the subscription instrument will be followed by the effective payment in cash of the subscribed Debentures, upon the signature of the mentioned subscription instrument, even if the totality of the Debentures are not subscribed.

**III.15.4.** By subscribing Debentures during the Preemptive Term the shareholders may show their interest in subscribing remaining Debentures not subscribed during the Preemptive Term (“Remaining Debentures”), in the proportion of the amounts subscribed in the exercise of their Preemptive Rights. Such interest shall be showed through the Debentures subscription instrument. The term to subscribe any Remaining Debentures shall be up to three (03) business days after the end of the Preemptive Term (“Term to Subscribe the Remaining Debentures”), and the term for their payment shall be up to three (03) business days after the end of the Term to Subscribe the Remaining Debentures (“Term to Pay-in the Remaining Debentures”). The number of Debentures to which each subscriber shall be entitled (Debentures of the First Sharing) shall be set by multiplying the total number of unsubscribed Debentures (Unsubscribed Debentures) by the percentage calculated through the division of the number of Debentures subscribed and the respective subscriber (Subscribed Debentures) by the total number of Debentures subscribed (Total Subscribed Debentures) by all subscribers that have applied for the right to Remaining Debentures (“First Sharing”), as described in the following formula:

$$Deb.Prim.Rateio = Deb.N\~{a}o.Subscritas \times \frac{Deb.Subscritas}{Total.Deb.Subscritas}$$

- III.15.5.** After the determination referred to in item III.15.4. above, it will be admitted the subscription of total remaining Debentures of the First Sharing by any subscriber who has expressly shown such intention through the subscription list of remaining Debentures of the First Sharing. If there is more than one subscriber interested in subscribing all remaining Debentures of the First Sharing, these shall be divided among the interested parties, proportionally to the total Debentures so far subscribed by each subscriber ("Second Sharing"). The term for subscription of the Second Sharing will be up to three (3) business days from the end of the Period of Payment in Full of the Remaining debentures, and the shareholder willing to subscribe the respective Debentures of the Second Sharing shall pay them in full at the same act.
- III.15.6.** The Second Sharing subscription instruments may be requested at the Agent Bank's branches listed in the Notice to the Shareholders. The Company's shareholders whose custody is in CBLC shall exercise the respective rights through their custody agents and pursuant to the rules established by the CBLC itself.
- III.15.7.** After the ascertainment of the item III.15.5 above, it will be admitted the subscription of any remaining Debentures of the Second Sharing shall be allowed through the performance of an auction in stock exchange under the applicable laws and regulations.
- III.15.8.** If the number of Debentures to be subscribed by the Issuer's shareholders under the Preemptive Right is not a whole number, the fractional number must be rounded to the whole number immediately (i) superior, if the first decimal place is higher than or equal to five (05) decimals, or (ii) inferior if the first decimal place is lower than five (05) decimals; and in any case the decimal places following the first one shall be disregarded for the rounding purposes herein set forth.

### **III.16. CONVERTIBILITY OF THE DEBENTURES**

- III.16.1.** The Debentures of the 1st Series may only be converted into common shares issued by the Issuer and the Debentures of the 2nd Series may be converted into preferred shares of the same class of preferred shares issued by the Issuer held by the Debentures-holder on the date of the AGE, provided that it shall be only permitted the conversion of Debentures into preferred shares class B to the shareholder (i) holder of preferred shares of this class on the date of the AGE; (ii) who acquires Debentures of the 2nd Series during the Period of First Refusal and (iii) holds the ownership of these bonds up to the request for conversion. Observed the requirements (i) to (iii) of this item, if the Debentures-holder is holder of preferred shares classes "A" and "B", the conversion of the Debentures of the 2nd Series shall be held proportionally in each class held by the Debentures-holders and it shall be always permitted to the Debentures-holder entitled to the conversion of the Debentures into preferred shares class "B" the receipt of preferred shares class "A" or class "B", at their discretion, at the moment of the request for conversion. If the Debentures of the 2nd Series may be acquired in the secondary market, the shares subject matter of conversion shall be solely preferred shares class "A".
- III.16.2.** Observed the procedures described in items III.16.5. to III.16.9. below and all other provisions of this Deed, the Debentures may be converted into shares issued by the Issuer, observed item III.16.1. above, at the discretion of the respective Debenture-holders, from December 17, 2012 up to the Maturity Date, for an amount of shares resulting from the division between the Restated Par Value, on the Date of Conversion (as defined in item III.16.6. below) of the Debentures and the conversion price (as defined in items III.16.4., III.16.5. below), by Debenture held.
- III.16.3.** The conversion of Debentures of the 1st Series by Debenture-holders of the 1st Series shall be carried out in case of request of conversion of Debentures of the 2nd Series by Debenture-holders of the Debentures of the 2nd Series whenever necessary to allow the

maintenance of the proportion between the common and preferred shares issued by the Issuer, as provided for in Law 6,404/76.

- III.16.4.** The conversion price of the Debentures of both series in cases Debenture-holders' request of conversion or conversion on the Maturity Date, shall be R\$17.39 (seventeen Brazilian Reais and thirty-nine centavos), equivalent to the average price weighted by the number of class "A" preferred shares issued by the Issuer traded on the last twenty (20) trading sections prior to (and excluding) December 15, 2010 plus a premium of twelve point half percent (12.5%), and, after (and including) January 1, 2011, for the effects of the conversion price dealt with in this item, the earnings declared per share shall be excluded from that amount of R\$17.39, as from the date of declaration, limited to the maximum accumulated amount of R\$1.00 (one Brazilian real) per share ("Conversion Price").
- III.16.5.** In the event of Declaration of Early Maturity, pursuant to the provisions set forth in item III.24. below and observed the terms of solution established in item III.24.4., it shall be possible the conversion of the Debentures, at the Debenture-holders' discretion, at any time up to the Maturity Date, always subject to the provisions of item III.24.3., by the conversion price corresponding to the Market Price (as established in Item III.16.5.1. below) discounted in five percent (5%) or the Conversion Price discounted in ten percent (10%), whichever is smaller, provided that, in any event, the minimum conversion price in the event of Declaration of Early Maturity shall be of R\$9.00 (nine Reais).
- III.16.5.1.** If the Declaration of Early Maturity occurs up to November 18, 2013, excluding, the Market Price referred to in item III.16.5. above shall be equivalent to the weighted average price by the amount of preferred shares class "A" issued by the Issuer traded in the last twenty (20) trading session prior to the date of Conversion Notice (as defined below). For the Declaration of Early Maturity occurred after November 18, 2013, including, the Market Price referred to in item III.16.5. shall be the weighted average price by the amount of preferred shares class "A" issued by the Issuer traded in the trading sessions between the date of Declaration of Early Maturity and (i) the date of Conversion Notice (as defined below ) or (ii) the Maturity Date.
- III.16.6.** The Debenture-holders shall show their conversion intention through the Notice of Conversion of the Debentures of the respective series, to be sent in writing to the Issuer copy to the Trustee ("Notice of Conversion").
- III.16.6.1.** For all legal effects, the Debentures conversion date shall be the seventh (7th) business Day after the (i) Issuer's receipt of the Notice of Conversion or (ii) Maturity Date, as the case may be ("Date of Conversion").
- III.16.7.** On the business day following the date of a Notice of Conversion or the Maturity Date, the Issuer shall formalize the conversion request with the agent bank through a registered letter with copy to the Trustee.
- III.16.8.** On the Date of Conversion, the Issuer (i) shall deposit with the bookkeeping institutions of his shares, the number of shares corresponding to series and amount of Debentures converted and (ii) shall pay Yield incurred up to such date, calculated *pro rata temporis*. The expenses related to the deposit shall be paid by the Issuer and the fractions of Shares arising from the conversion made based on this item III.16.8. shall be due by the Issuer, in cash, on the Date of Conversion.
- III.16.9.** The Agent bank and the Issuer hereby are required to take all measures necessary to communication and formalization of such conversion of the Debentures, pursuant to this Deed, in order to make available to the Debenture-holders, on the Date of Conversion, the shares corresponding to series and amount of Debentures converted.
- III.16.10.** As from the Date of Conversion the Issuer common shares resulting from the conversion of Debentures of the 1st Series shall (i) have the same characteristics and conditions and shall be entitled to the same rights and advantages set in the bylaws currently or in the future assigned to all other common shares issued by the Issuer; and (ii) fully participate in the



results distributed, including dividends and interest on capital declared as from the date of issuance of such shares.

- III.16.11.** As from the Date of Conversion, the class “A” or “B” preferred shares, as the case may be, issued by the Issuer, resulting from the conversion of Debentures of the 2nd Series shall (i) have the same characteristics and conditions and shall be entitled to the same rights and advantages set in the bylaws currently or in the future assigned to the preferred shares of the respective converted class issued by the Issuer; and (ii) fully participate in the results distributed, including dividends and interest on capital declared as from the date of issuance of such shares.
- III.16.12.** The Issuer’s capital increase resulting from the conversion of the Debentures into Shares, in the form set forth in item III, of article 166 of Law 6,404/76, and in the Issuer’s Bylaws, shall be ratified within up to sixty (60) days and filed with the proper Commercial Register within up to thirty (30) days after the ratification.
- III.16.13.** The Conversion Price shall be simultaneously and proportionally adjusted to the capital increase resulting from dividends, split or grouping of shares issued by the Issuer, at any title, as the case may be, that may occur after the Issuance Date, without any charge to the Debenture-holders and on the same proportion set out for such events for each type and class of shares. For instance, (i) in case of grouping of shares the Conversion Price shall be multiplied by the same ratio referring to the grouping of shares of the same type and class issued by the Issuer; and (ii) in case of share split or dividends, the Conversion Price shall be divided by the same ratio referring to the split of shares of the same class and type issued by the Issuer, or by the same ratio used for the dividends.
- III.16.14.** Up to the full settlement of the Debentures of this Issuance, which shall occur due to the request for conversion of the Debentures or on the Date of Maturity, if the Issuer issues other debentures convertible or any other bonds convertible into shares, for public or private subscription, by conversion prices lesser than the Conversion Price, pursuant to item III.16.4. above, each Debentures-holder shall be entitled to, at his discretion, convert his Debentures into common or preferred shares issued by the Issuer, observed the criterion established in item III.16.1., at the conversion price of new issuances. The right set forth in this item shall be exercised within thirty (30) business days from the later of (i) the date of the General meeting of the Issuer which approves such issuance or (ii) the date of issuance of new convertible bonds, upon communication to the Issuer and to the Trustee.
- III.16.15.** Up to the full settlement of the Debentures of this Issuance, which shall occur due to the request for conversion of the Debentures or on the Date of Maturity, if the Issuer issues warrants at prices of exercises lesser than the Conversion Price, pursuant to item III.16.4., each Debentures-holder shall be entitled to, at his discretion, convert his Debentures into common or preferred shares issued by the Issuer, observed the criterion established in item III.16.1., at the exercise price of the warrants. The right set forth in this item shall be exercised within thirty (30) business days from the later of (i) the date of the Meeting of the Board of Directors of the Issuer which approves such issuance of warrants or (ii) the date of issuance of the warrants, upon communication to the Issuer and to the Trustee.
- III.16.16.** Up to the full settlement of the Debentures of this Issuance, in the event of approval of the issuance of shares of the Issuer, for public or private subscription, at issuance price lesser than the conversion price of the Debentures, pursuant to this item III.16, each Debentures-holder shall be entitled to, at his discretion, convert his Debentures into common and preferred shares, as the case may be, at the issuance price of new shares to be issued. The right forth in this item shall be exercised within thirty (30) business days from the performance of the corporate act of the Issuer which approves the issuance of the shares, upon communication to the Issuer and to the Trustee.

### **III.17. GUARANTEE**

In order to ensure the timely and full payment of any pecuniary obligations arising from the Debentures, including, but not limited to, Yield, penalties and fines, the Debentures shall be of the type with floating

guarantee. Additionally, as guarantee of full and timely payment of the Yield, as well as any and all pecuniary obligation due by the Issuer in virtue of default, including, but not limited to, interest, conventional penalty, including the fine set forth in item III.21. below, and all other charges of the Debentures of the 2nd Series assumed by the Issuer, pursuant to this Deed, the Issuer present to the Trustee guarantee letter provided by Suzano Holding S.A. ("Suzano Holding"), in favor of the Debenture-holders of the Debentures of the 2nd Series ("Guarantee Letter"). The guarantor expressly waives to the benefits of articles 366, 827 and 838 of the Civil Code, provided that any change in the term or in the amount of guarantee shall always depend on the guarantor's consent.

### **III.18. SETTLEMENT OF THE DEBENTURES**

If there was no conversion of the Debentures into Shares up to the Maturity Date, the principal amount of the Debentures shall be fully paid through conversion into Shares, on the Date of Conversion, observed the items III.16.4., III.16.8. and III.16.9. above and all provisions of this Deed. As established in item III.16.8. above, the Issuer shall deposit with the bookkeeping institution of his shares, the number of shares corresponding to series and amount of Debentures converted. Any taxes and expenses related to the deposit shall be paid by the Issuer in current national currency. The fractions of Shares arising from the conversion made shall be due, as well as the Yield, calculated *pro rata temporis*, by the Issuer, in current national currency, in the case of the latter since the date of the last payment of the Yield until the date of its effective payment.

### **III.19. DATE, PLACE AND PAYMENT CALCULATION**

All payments with respect to the earnings which the Debentures are entitled shall be made in cash and in current national currency by electronic transfer (TED) to the checking account indicated by the Debenture-holders to the Agent bank and shall be executed on the dates set forth in this Deed, pursuant to the set forth in items III.20. and III.22. below, considering six (6) decimal places to the calculation of the amounts to be paid.

### **III.20. PAYMENT INABILITY**

If the Issuer is unable to make any payment when due to any Debenture-holder due to inaccuracy or outdated of the record information of such Debenture-holder with the Agent bank, no interest in arrears, fine, indemnification, updating, monetary adjustment or indexation of any nature shall be due to such Debenture-holder, provide that the rights acquired until the date of the respective availability of the funds shall be guaranteed by the Issuer plus the Debentures' Yield due since the maturity date of the non-complied financial obligation until its effective payment date.

### **III.21. DEFAULT**

In the occurrence of default of any obligation undertaken by the Issuer in this Deed, the provisions in articles 39 to 47-A of the "Applicable Provisions to BNDES' Agreements", integrating part of this Deed as EXHIBIT I (the "Applicable Provisions") shall be observed in addition to item III.24. below and other provisions applicable to this Deed, provided that, the applicable fine in the event of early maturity shall be fifteen percent (15%) under the due outstanding balance, except for the provisions in article 47-A of the Applicable Provisions. To assess the due outstanding balance, the Restated Unit Nominal Value of the Debenture as well as the Yield and charges shall be calculated *pro rata temporis* per business days until the effective payment date. The Applicable Provisions shall be construed as to "Beneficiary" means the Issuer and "BNDES" means the Debenture-holders.

### **III.22. MATURITY ON WEEKENDS AND HOLIDAYS**

All maturity related to any payment of the Debentures set forth in this Deed that occurs on Saturdays, Sundays or national or bank holidays shall, for all legal purposes and effects, be extended for the first subsequent business day, and the charges calculated until such date, including, from this date,

exclusive, the following regular period of assessment and calculation of the charges incurred on the Debentures.

### **III.23 ISSUER'S SPECIAL OBLIGATIONS**

Until the full liquidation of the Debentures and pursuant to the other obligations set forth in this Deed, the Issuer undertakes to:

- a) provide to the Trustee:
  - (i) after the end of each fiscal year, until the last day of the legal term for its release, copies of the full financial statements with respect to the relevant fiscal year with the administration's report and the independent auditors' opinion, except when such information is, within the referred term, available on the Issuer's website; and
  - (ii) information with respect to the occurrence of any event of Early Maturity indicated on item III.24.1. below within three (3) business days after the Trustee's acknowledgement or as requested thereof. This information shall be accompanied of an Issuer's report with the description of occurrence and measures that the Issuer intends to take with respect to such occurrence. If this information results from any event, act or fact that leads to publish a material fact by the Issuer, pursuant to CVM Instruction No. 358 of January 3, 2002, as amended (the "CVM Instruction 358"), the release of such event, act or fact pursuant to this item shall occur simultaneously with its release to the market, pursuant to referred CVM Instruction 358;
- b) make its economic and financial information be published on the terms and in the manner required by the corporate legislation;
- c) keep its accounting updated and execute the relevant registries pursuant to applicable law and regulation;
- d) call general meetings of Debenture-holders of both series to deliberate under any matter which, directly or indirectly, related to this Issuance, if the Trustee does not;
- e) not execute transactions outside its corporate purpose, pursuant to the statutory, legal and regulatory provisions in force;
- f) remain in full compliance with respect to all taxes due to the Federal, State and Municipal Treasuries, except with respect to those taxes that are contested in good faith by the Issuer, on administrative and/or legal manners;
- g) to comply with, in all material aspects, all applicable laws, rules, regulations and orders in any jurisdiction in which have businesses or properties, specially remain regular with the environmental entities and observe the applicable legislation to the disabled people with respect to those taxes that are contested in good faith by the Issuer, on administrative and/or legal manners;
- h) inform, within three (3) business days from the acknowledgement of the fact to the Trustee about the occurrence of any default, as well as the events set forth in items III.16.13., III.16.14., III.16.15. and III.16.16. above.
- i) keep all permits, licenses, authorizations, concessions or approvals significant to the development of the Issuer's activities valid and regular in all material aspects;
- j) keep, conserve and preserve in good order and working condition, all its properties relevant and necessary for the conduction of its business;

- k) ensure that its financial statements and accounting registries has no incorrect or false information or omits any material information that must be released pursuant to legal and regulation provisions in force;
- l) not participate of, or execute any transaction with related parties that are not executed in conditions strictly commutative and compatible with the market parameters;
- m) comply with, as applicable and relevant within the context of the Issuer's transactions, the Applicable Provisions;
- n) apply the funds captured with this Issuance solely to the purpose mentioned in item III.5. above;
- o) maintain the Issuer as a public company having its shares listed on Level 1 or in a higher level of BM&FBOVESPA, unless previously approved by the Debenture-holders representing the majority of the outstanding Debentures;
- q) adopt, during the effectiveness period of this Deed, the measures and actions in order to avoid or correct damages to the environment, safety and occupational medicine that may be caused as a result of the activities exercised by the Issuer and/or its controlled parties;
- r) communicate to the Denture-holders, on the date of the event, the name and Individual Taxpayers' Register of the Ministry of Finance ("CPF/MF") of person that, exercising a paid duty or being among its owners, controlling parties or officers, has been named as Federal Representative or Senator;
- s) keep the Guarantee Letter contracted for the term necessary to comply with the guaranteed obligations, as set forth in this Deed;
- t) maintain its obligations in regular situation with the environmental entities complying with the specific environmental legislation, except for those obligations or legislations contested in good faith on administrative and/or legal manner; and
- u) in the event of occurrence of, due to the allocation of proceeds to the purpose set forth in item III.5, reduction of the Issuer's staff until the Maturity of the Debentures, offer a training program towards to work opportunities within the region and/or employees' reallocation program in other companies, after the delivery to the Debenture-holders for assessment, document that specifies and proves conclusion of the negotiations executed with the competent representation(s) of the employees involved on the dismissal process.

### **III.24. EARLY MATURITY AND CONVERTIBILITY**

**III.24.1** In addition to the assumptions set forth in article 39, 40 and 47-A of the Applicable Provisions, the Trustee may represent, pursuant to item III.24.2 below, the early maturity of the Debentures in occurrence of the following events ("Early Maturity"):

- a) failure to comply with any pecuniary obligation relating to the Debentures, as set forth in the Deed, not remedied within up to ten (10) days after the respective Maturity Date;
- b) failure to comply with any non-pecuniary obligations set forth in this Deed, provided that if not resolved within the term of thirty (30) days from a notice with respect to the failure to comply with such obligation, which shall be sent to the Issuer by the Trustee,

at its discretion or after request of any Debenture-holder, in this case, within two (2) business days after the receipt of referred request;

- c) reiterated securities protest against the Issuer in an individual or aggregate amount within a period of twelve (12) consecutive months is higher than eighty-five million Brazilian *reais* (R\$85.000.000,00), unless the protest has been executed by third-parties' mistake or bad faith, and such fact is validly proved by the Issuer, or even if suspended or cancelled by it within a maximum term of ten (10) days from its occurrence. The amount in item shall be annually restated as from the Date of Issuance by the IGP-M;
- d) application of judicial or extrajudicial receivership or voluntary bankruptcy filed by the Issuer, or declaration of bankruptcy of the Issuer;
- e) dissolution or liquidation of the Issuer;
- f) declaration of accelerated maturity of any debt of the Issuer due to contractual default or final and unappealable court decision ordering the payment, whose individual or aggregate amount within a period of twelve (12) consecutive months is higher than or equal to R\$ 85.000.000,00 (eighty-five million Reais). The amount in this item shall be annually restated as from the Issuance Date by the IGP-M;
- g) allocation of the proceeds obtained in a form different from that specified in item III.5 above;
- h) default of any obligations assumed to the Brazilian Bank for Economic and Social Development (BNDES) and its subsidiaries, by the Issuer or any entity pertaining to the Economic Group of the Issuer, not remedied within the term of: (i) up to ten (10) business days after the respective Maturity Date in case of pecuniary obligation, and (ii) thirty (30) days after a default notice, in case of non-pecuniary obligation;
- i) a disposal of Control (as defined below), direct or indirect, of the Issuer, by any means (subject to the provisions of item III.24.1.1), unless if previously approved by Debenture-holders representing the majority of the Debentures of the 2nd Series, subject to the provisions of item V.2.4. below;
- j) inclusion, in a shareholder agreement or bylaws of the Issuer, of a provision requiring special quorum for analysis and approval of issues that limit or prevent the control of the Issuer by the respective controlling shareholders, or further, the inclusion in those documents, of a provision:
  - (i) restricting the Issuer's growth capacity of technological development;
  - (ii) restricting the Issuer's Access to new markets; or
  - (iii) restricting or adversely affecting the capacity of payment of the financial obligations resulting from this operation.
- k) evidence that the representations provided in the Deed are false or misleading, or further, significantly incorrect or incomplete on the date they were provided;
- l) approval of a reduction of the capital stock of the Issuer with reimbursement to the shareholders of part of the amount of the shares, or with a decrease in the share value, when not paid-in, without prior and express approval of Debenture-holders representing the majority of the Debentures of the 2nd Series, subject to the provisions of item V.2.4 below;
- m) the existence of a final and unappealable decision in connection with the performance of actions, by the Issuer, resulting in violation of the legislation which provides for the prevention of discrimination of race or gender, child and slave labor;

- n) change of the corporate purpose of the Issuer, unless previously approved by Debenture-holders representing the majority of the Debentures of the 2nd Series, subject to the provisions of item V.2.4.; and
- o) Issuer's unjustified failure to comply, within the respective terms, as applicable, with any provision of this item III.24.;

**III.24.1.1.** For purposes of the provisions in letter (i) of item III.24.1., the exercise of the following acts are not deemed disposal of Control of the Issuer ("Permitted Transfers"):

- (i) direct or indirect transfers of the Issuer's shares between any of the following: (a) Suzano Holding, (b) Suzano Holding's Principal Shareholders (as defined below), (c) its respective spouse or companion, (d) its descendants up to the second degree, (e) Suzano Holding's controlling Entities (as defined below), provided that controlled by one or more Suzano Holding's Principal Shareholders, and (f) Entities controlled, directly or indirectly, by Suzano Holding and/or by Suzano Holding's Principal Shareholders;
- (ii) direct or indirect transfers of the Issuer's shares between any of the following people: (a) Suzano Holding's Principal Shareholders, (b) its respective spouse or companion, (c) its descendant up to the second degree, (d) Entities controlled, directly or indirectly, by one or more Suzano Holding's Principal Shareholder;
- (iii) the execution of the shareholder's agreement between any persons or Entities mentioned in item (i) and (ii) above, whether as the Issuer or Suzano Holding's shareholders; or

**III.24.1.2.** The transfer of Suzano Holding's shares owned by David Feffer, Daniel Feffer, Jorge Feffer and Ruben Feffer to their own company holding, in the proportion of twenty-five percent (25%) of each share capital, which, on its turn, will hold seventy-two point five percent (72,5%) of Suzano Holding's share capital and it shall also be deemed a Permitted Transfer and, thus, shall not constitute disposal of Control (as defined below) to effect of the disposition in letter (i) of item III.24.1.

**III.24.1.3.** In case the Permitted Transfers import in the disposal of Control to a thirty party which is not one of the Suzano Holding's Principal Shareholder or any of the persons or companies or entities described in Item III.24.1.1 above, as well as in a public acquisition offer for disposal of control of the Company under the article 254-A of Law No 6,404/76, the disposition of letter (i) of item III.24.1 will be applicable.

**III.24.1.4.** For the purposes of this Deed:

(i) "Suzano Holding's Principal Shareholder" means Fanny Feffer, David Feffer, Daniel Feffer, Jorge Feffer and Ruben Feffer and their heirs;

(ii) "Entities" means any company, association, entity, fund, foundation or any other institution legally organized; and

(iii) "Control" means, cumulatively, the power to elect or appoint the major of the administrations' members of a determined person and determine and manage the administration and the politics of any person, either directly or indirectly, through quotes, shares or any other securities ownership, shareholders' agreement or another way. Terms derived from Control, such as "Controlling Party, "Controlled Party, among others, shall have a meaning derived from the meaning of Control.

**III.24.2.** In the occurrence of any of the events of Early Maturity indicated in items above, the Trustee shall call within two (02) business days from the date on which the occurrence of the fact became aware, general meeting of the Debentures-holders of the Debentures of the 2nd Series to resolve on any declaration of Early Maturity of the Debentures of the 2nd Series,

observed, therefore, a quorum specified in item V.2.4 of Clause V below ("Declaration of Early Maturity").

- III.24.3.** In the event of any Declaration of Early Maturity, the Debentures may be converted in shares issued by the Issuer, subject to the provisions of items III.3. and III.16.1., from time to time, at Debenture-holders' discretion to the price of conversion calculated pursuant to item III.16.5., observing the procedures of the conversion set forth in the items III.16.2 and III.16.3 above, except that, also in this Deed, the Debentures of the 1st Series may only be converted in shares issued by the Issuer in this event of a prior request of conversion of the Debentures of the 2nd series by the Debenture-holders of the 2nd Series, in extent of the necessary to enable the due maintenance of the common and preferred shares' proportion issued by the issuer under item III.16.3 above.
- III.24.4.** It being understood that, in the event of Declaration of Early Maturity, in the terms above, the Trustee shall, within two (2) business days from the relevant general meeting of the Debentures-holders, notify the Issuer with respect to Declaration of the Early Maturity, requiring that the Issuer comply with its relevant obligation or correct or heal or cure the default of the event(s) subject matter of such notice ("Notice of Default") within ten (10) days from the receipt of the Notice of Default, or (ii) within thirty (30) days from the receipt of the Notice of Default, to the specific case of default of the obligation set forth in item III.23.(s), above.
- III.24.5.** In the event of Declaration of Early Maturity, the Debenture-holders may, at their discretion, request the conversion of their own Debentures, pursuant to item III.24.3. above, upon Conversion Notice to the Issuer, with copy to the Trustee, the Debentures conversion must be arising from the Early Maturity to follow the procedure disposed from the items III.16.5. to III.16.8. above.

## **FILLING FINES**

In the event of collection or judicial execution, the Issuer shall pay a fine of ten percent (10%) on the claimed amount without prejudice to the payment of the extrajudicial and legal expenses and attorney's fees, due from the suit of collection action or of the execution.

## **III.26. WAIVE OF RIGHTS**

Waiver of any rights under this Deed shall not be assumed. The allowance, expressed or implied, by the Debenture-holders, with delay or with the failure to perform any obligation by the Issuer shall not implicate novation.

## **CLAUSE IV – TRUSTEE**

### **IV.1. APPOINTMENT**

The Issuer constitutes and appoints as a Trustee of this Issuance the Oliveira Trust Distribuidora de Títulos e Valores Mobiliários S.A., qualified on preamble of this Deed hereby and pursuant to the best law, accepts the appointment for, pursuant to law and to this Deed, to declare the sharing of the Debenture-holders, stating that:

- a) there is not, under penalties of law, any legal restraint, pursuant to the paragraph 3 of article 66 of Law 6.404/76, the CVM Instruction nº 28, of November 23, 1983, as amended ("CVM instruction 28"), and in other applicable rules, or in the event of change, the which may substitute them, in order to perform the duty in which is granted.
- b) accepts its granted duty, fully assuming the established duties and attributions set forth on the specific legislation and in this Deed;

- c) acknowledges the applicable regulation issued by Brazilian Central Bank, CVM and other proper authorities;
- d) is not found in any of the ownership conflict situations set forth in article 10 of CVM Instruction 28;
- e) was verified the veracity of the information contained in this Deed, procured to cure to the omissions, faults and defects as acknowledged;
- f) fully accepts this Deed and all its terms and conditions;
- g) is financial institution, being duly constituted, organized and existing pursuant to the Brazilian laws;
- h) is duly authorized to execute this Deed and to comply with its obligations set forth herein, being satisfied all required legal requirements and statutory therefore;
- i) the execution of this Deed and the performance of its obligations set forth herein do not violate any of the obligations previously undertaken by the Trustee;
- j) this Deed constitutes of valid and effective Trustee's obligation, being enforceable pursuant to its terms;

and

- k) the verification of the sufficiency floating guarantee is now verified based on the information sent by the Issuer, provided that the personal guarantees provided through the Guarantee Letter above highlighted is sufficient to cover the obligations set forth in item III.17 above.

## **IV.2. MANDATE**

The Trustee will initiate the exercise of his duties on the date of the present Deed or any amendment concerning the replacement, and must remain in the exercise of their duties until the actual replacement or full payment of its obligations under this Deed.

## **IV.3. REPLACEMENT**

**IV.3.1.** In case of absence, temporary disability, resignation, intervention, judicial or extrajudicial liquidation, bankruptcy, or any other case of vacancy, shall be held within a maximum of 30 (thirty) days, counted from the event that will determine it, on the general meetings of debenture holders of each series to select a new Trustee, which may be convened by the Trustee to be replaced, by the Issuer or Debenture holders representing 10% (ten percent), at least, of the Debentures of each one of the series outstanding. In the event of call notice is not held within 15 (fifteen) days before the expiration of the period mentioned above, it will perform to the Issuer, under the term of fifteen (15) days for the first call notice, and 8 (eight) days for the second call notice, considering that the Issuer may appoint a temporary substitute while not consummate the process of choosing a new Trustee.

**IV.3.2** In the event the Trustee will not be able to continue performing his duties by supervening circumstances of this Deed, shall immediately report the fact to Debenture holders, requesting his replacement.



**IV.3.3.** It is made available to Debenture-holders, after the closing date for the distribution of the Debentures, to proceed with the replacement of the Trustee, and the appointment of his substitute, in a meeting of each one of the series specifically convened for this purpose.

**IV.3.4.** The replacement of the Trustee shall be subject to an amendment to this Deed, which must be filed at JUCEB.

#### **IV.4. DUTIES**

In addition to other duties set forth by law, are duties and assignments of the Trustee:

- a) to protect the rights and interests of the Debenture-holders, employing, in exercising of the function, the care and diligence that any active and trustworthy man uses in managing his own property;
- b) to resign to the function, in the event of, occurrence of conflicts of interest or any other type of disability;
- c) to keep carefully every bookkeeping, correspondence and other paper related to the exercise of its functions;
- d) to check at the time of accepting the role, the accuracy of information contained in this Deed, diligencing towards correcting any omissions, failures or defects that have knowledge, hereby assured that the Trustee has not conducted any independent verification;
- e) to promote, in the competent organs, if the Issuer fails to do so, the registration of amendments of this Deed, remedying the shortcomings and irregularities that may have therein, in this case, the register of deeds shall notify the administration of the Issuer so that it will provide the information and documents required;
- f) to monitor the observance of the periodicity in the provision of mandatory information, alerting the Debenture-holders about eventual omissions and untruths of such information;
- g) to request, when deemed necessary for the faithful performance of their duties, the civil distributors updated certificates, of the Public Treasury, protest notaries, Boards of Conciliation and Judgment, Prosecutor of the Treasury, where is located the headquarter of the Issuer;
- h) to convoke, when necessary, the general meeting of Debenture-holders of both series through a notice published at least 3 (three) times, in the press in which the Issuer is to make its publications;
- i) to attend general meetings of Debenture-holders of both series in order to provide the information requested;
- j) to prepare an annual report to Debenture-holders, pursuant to Article 68, paragraph 1º, item (b) of Law 6.404/76, which must contain at least the following information:

- (i) the relevant facts during the fiscal year ended on the implementation of obligations assumed by the Issuer in this Deed and the security given, that treats III.17. above;
  - (ii) payment of interest on the Debentures held in the period; and
  - (iii) a statement about his competence to continue serving as a Trustee.
- k) to deliver the report mentioned in item "j" above to Debenture-holders not later than 4 (four) months from the close of the fiscal year of the Issuer, and for a period of at least 3 (three) months, at least in following locations:
- (l) at the offices of the Issuer, and
  - (li) in his office, although it is available on the website of the Trustee.
- l) to exercise all rights and privileges available to Debenture-Holders and the Trustee set forth in this Deed and the documents attached thereto, unless such rights and privileges are waived in the general meeting of Debenture-holders of both series convened for this purpose, in that Debenture-holders represent all of the outstanding Debentures, including, without limitation, sending and forwarding all notices and communications set forth there;
- m) to keep updated the list of the Debenture-holders and their addresses, though, and including initiatives with the Issuer;
- n) to monitor compliance with the clauses of this Deed, and
- o) To notify the Debenture-holders, individually if possible, within sixty (60) days of any default by the Issuer, the obligations undertaken in this Deed, indicating the place in which will provide further information interested.

#### **IV.5. SPECIFIC TASKS**

The Trustee will use any judicial or extrajudicial proceedings against the Issuer, to protect and defend the interests of the communion of the Debenture-holders and the realization of their claims, having to, in the event of default of the Issuer:

- a) to declare under the terms of this Deed, early maturity of the Debentures, and charge its principal and accessories, and
- b) to take any action necessary for the conversion of the Debentures into shares, pursuant to item III.16. above, as well as for payment of Yield to Debenture-holders in accordance with this Deed.

#### **IV.6. RESPONSIBILITY**

The Trustee only shall be exempt from responsibility for not adopting the measures contemplated in items (a) to (c) of section IV.4. above, called the general meetings of Debenture-holders of both series, so they allow a determination of Debenture holders representing 60% (sixty percent) of the Debentures of each series outstanding.

## **IV.7. REMUNERATION OF THE TRUSTEE**

**IV.7.1.** Shall be payable by the Issuer to the Trustee, or an institution that may replace him in this capacity, for fees for the performance of the duties and responsibilities incumbent on it, pursuant to the law and this Deed, a remuneration to be paid as follows :

a. by way of service implementation, a bullet payment of \$ 10,000.00 (ten thousand reais), due 5 (five) business days after the signing of this Deed.

b. for fees for services as Trustee, annual installments of \$ 20,000.00 (twenty thousand Reais) due 5 (five) business days after the date of signing this Deed and the other on the same dates for subsequent years until the full payment Debentures;

c. if the Issuance be closed earlier than 12 months, starting from the Date of Issuance, shall be due an additional annual amount, or R\$ 20,000.00 (twenty thousand Reais), plus the annual portion of the parcel and the implementation portion already paid;

d. in case of default of the obligations of the Issuer or the restructuring of the conditions of the Debentures after the Issuance, will be due to the Trustee, in addition, the value of R\$ 500,00 (five hundred Reais) per man hour of work dedicated to (i) implement of the guarantees, (ii) the attendance at formal meetings with the Issuer and / or the Debenture-holders, and (iii) implementation of decisions resulting in such events, to be paid five (5) days after proof of delivery, by the Trustee, of "hours report" to the Issuer;

e. if there is overtime worked on form the previous item, the Issuer and the Trustee undertakes to adjust the value of that time of work as soon as it reaches the limit of 160 hours of overtime work, pursuant to the need at the time of adjustment;

f. portions of payment applicable will be added to the taxes existing on the time of payment, such as ISS (Service Tax of Any Kind), PIS (Contribution to Social Integration Program), COFINS (Contribution for Financing Social Security), CSLL ( Social Contribution on Net Profit) and Income Tax (Income Tax Withholding) and

g. The plots mentioned above will be updated annually, according to the accumulated variation of the IGP-M.

**IV.7.2.** In case of default of the Issuer, all the expenses that the Trustee may incur to protect the interests of Debenture-holders must be previously approved and advanced by the Debenture-holders, and later reimbursed by the Issuer, after due verification. Such expenses include spending on legal fees, including third party deposits, damages, costs and charges of judicial actions proposed by the Trustee, provided that reasonable and related to the settlement of default, as the representative of the Debenture-holders. Any eventual expenses, deposits and legal fees arising out of defeat in lawsuits will be equally borne by the Debenture-holders, as well as the remuneration and reimbursable expenses of the Trustee, in the event of an Issuer remains in default regarding payment of these for a period exceeding 30 (thirty) days.

**IV.7.3.** The fee set forth in item IV.7.1. above does not include travel expenses, accommodations, transportation and publication necessary to the exercise of the Trustee, during or after deployment of the service, spending experts, such as auditing of the guarantees granted to the Issuance, needed to protect the rights of Debenture-holders, to be covered by the Issuer, after its prior approval. The reimbursement of expenses described in this section shall be made within 05 (five) business days after delivery to the Issuer of expenses actually incurred.

#### **IV.8. EXPENDITURE**

- IV.8.1.** The Issuer shall indemnify the Trustee for all expenses he has incurred reasonable and proven to protect the rights and interests of the Debenture-holders or to make their claims.
- IV.8.2.** The costs referred to in this item will consist, including the following:
- a) publication of reports, alerts and notifications, as set forth in this Deed, and others that are required by applicable regulations;
  - b) withdrawal of certificates, and
  - c) any additional or specific surveys and expertise which are indispensable, if there are omissions and/or ambiguities in the information pertinent to the strict interests of the Debenture-holders.
- IV.8.3.** The compensation, referred to this item, will be made as set forth in item IV.7.3 after delivery to the Issuer for the documents supporting the expenditure reasonably and effectively made and necessary to the protection of the rights of Debenture-holders.
- IV.8.4.** The credit of the Trustee for any expenses made to protect rights and interests of the Debenture-holders, or make claims that have not been settled in accordance with item IV.8.3 above will be added to debt of the Issuer and shall enjoy the same guarantee of the Debentures, preferring these in money order.

#### **CLAUSE VII - GENERAL DEBENTURE-HOLDERS` MEETING**

The Debenture-holders of each series will meet at any time in general meeting, on the purpose of deliberating on matters of interest to the communion of their respective Debenture-holders.

##### **V.1. CALL NOTICE**

The meeting may be convened by the Issuer, the Trustee and Debenture-holders representing 10% (ten percent), at least, the Debentures of its outstanding series.

##### **V.2. INSTALLATION AND DELIBERATION**

- V.2.1** The general meeting of each series will be installed with the *quorum* set forth in Article 71, item 3 of Law 6.404/76, and will decide by a vote of Debenture-holders representing, at least, 50% (fifty percent) plus one (1) of the respective series of the Debentures outstanding.

- V.2.2** In the deliberations of the general meeting, each Debenture of the respective series shall be entitled to 01 (a) vote, permitted the formation of trustees, provided the provisions of Article 126, items 1º and 2º, of Law 6.404/76.
- V.2.3.** Any modifications to the terms of Debentures of this Issuance will depend on the approval of Debenture-holders representing, at least, 50% (fifty percent) plus 1 (one) Debenture of the Debentures of the respective series then outstanding.
- V.2.4.** For the purpose of constituting the *quorum* referred to in this Section, will be excluded from the number of Outstanding Debentures the possibly belonging to (i) the controlling shareholders of the Issuer, to the deliberations about the Declaration of Early Maturity mentioned in item III. 24. above and other cases in which establishes a conflict of interests and (ii) the Issuer.

## **CLAUSE VIII - REPRESENTATIONS AND WARRANTIES OF THE ISSUER**

**VI.1.** The Issuer represents and warrants to the Debenture-holders that:

- a) is a company validly constituted and functioning pursuant to the law of joint stock companies in force;
- b) for the celebration of this Deed and the underwriting and fulfillment of the obligations of membership, have obtained all corporate authorizations required for its deliberative and executive bodies (General Meeting, Board of Directors and Executive Officers) as well as the prior resolution of shareholders required under shareholder agreements eventually filed at its headquarters;
- c) the legal representatives who sign this Deed have statutory powers to undertake, on behalf of the Issuer, the obligations set out here, and, as the Trustees have the powers granted legitimately, with their mandate in full force;
- d) their economic situation, financial and property, reflected in the financial statements required by corporate law until the date on which this statement is made, has not experienced any significant change that can adversely affect the performance of its obligations under this Deed;
- e) no evidence of any issue or drawn against each other which have been filed to protest or that have been protested, which the unit value or aggregate, in a period of twelve (12) consecutive months, is equal to or greater than R\$ 85.000.000,00 (eighty-five million Reais), except for those submitted to protest, have been the subject of litigation, with reasonable grounds of law, restraining injunction of protest followed, as appropriate, the respective principal action;
- f) the execution of this Deed and the underwriting and fulfillment of obligations arising from it do not lead, directly or indirectly, the breach, in whole or in part of, (i) any contracts of any nature, entered into before the date of signing this Deed, including the Issuer is a party or to which they are linked in any capacity, either corporeal goods, immaterial,

tangible, intangible, movable or immovable of his property, (ii) any law or regulation to which the Issuer or any of tangible goods, intangible, tangible, intangible, movable or immovable property of his subject, and (iii) any order, decision, although preliminary, judicial or administrative proceedings affecting the Issuer or any of corporeal goods, immaterial, tangible, intangible, movable or immovable of his property;

- g) this Deed constitutes legal obligation, valid and binding of the Issuer, enforceable pursuant to its terms and conditions, and the non-cash payments and obligations set forth in this Deed are not subject to any debt of the Issuer, save preference money order in the event of liquidation of the Issuer, and
- h) has obtained all commitments and licenses (including environmental) required by the relevant federal, state and local authorities for the exercise of its activities to the present date with all of them valid, noting that some of the licenses and environmental permits are still in process of being obtained by the Issuer, which has already taken all necessary steps to do so.

#### **CLAUSE VII – COMMUNICATIONS**

VII.1. Any notices to be sent to the Issuer pursuant to this Deed, if made by facsimile or electronic mail shall be deemed received on the date of its posting, since its receipt is acknowledged by a call sign (receipt issued by the machine used by the sender, upon confirmation by phone), and the originals are sent within 5 (five) business days after sending the message if made by mail, notices shall be deemed given when received by protocol or "return receipt" issued by Mail or telegram, on the address of the following qualifications:

To the Issuer:

**SUZANO PAPEL E CELULOSE S.A.**  
Avenida Brigadeiro Faria Lima, 1355  
8 th floor, Sao Paulo - SP

Attn: Chief Executive Officer  
(Mr. Antonio dos Santos Maciel Neto)

Attn: Executive Director of Finance and Strategic Planning  
(Mr. Bernard Szpigel)

To the Fiduciary Agent:

Oliveira Trust Distribuidora de Títulos e Valores Mobiliários SA,  
Avenida das Americas, n. 500, Block 13, Group 205, Rio de Janeiro - RJ

Attn: Managing Partner  
(Mr. Gustavo Dezouart)

Attn: Legal Counsel  
(Mrs. Maria Carolina Vieira Abrantes)

#### **CLAUSE FIFTEEN - JURISDICTION**

**VIII.1.** It is chosen as jurisdiction to settle any dispute arising from this Deed, the forum of the district's Capital of Rio de Janeiro, State of Rio de Janeiro, expressly waiving any other, no more special or privileged they may be.

Why are certain and adjusted, the Issuer and the Trustee have signed this Deed, in 2 (two) copies of equal content and form, together with 2 (two) witnesses who also sign.

São Paulo, May 12, 2011.

(Signatures follow on the following pages.)

[Remainder of page intentionally left blank]

*[Signature page of the integral Private Instrument of Deed of the 5th (fifth) Issuance of Debentures Convertible into Shares, of the Type with Floating Guarantee, of Suzano Papel e Celulose S.A.]*

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

\_\_\_\_\_  
Name:  
Position:

\_\_\_\_\_  
Name:  
Position:

**OLIVEIRA TRUST DISTRIBUIDORA DE TÍTULOS E VALORES MOBILIÁRIOS S.A.,**

\_\_\_\_\_  
Name:  
Position:

\_\_\_\_\_  
Name:  
Position:

**WITNESSES:**

\_\_\_\_\_  
Name:  
C.P.F.:

\_\_\_\_\_