

NATURA COSMÉTICOS S.A.

CNPJ/MF n.º 71.673.990/0001-77 Publicly Held Company NIRE 35.300.143.183

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS HELD ON FEBRUARY 25, 2014

On February 25, 2014, at 4:00 pm (Brasília Time), at the headquarters of Natura Cosméticos S.A. (“Company”), located at Avenida Alexandre Colares, n.º. 1188, Vila Jaguara, CEP 05106-000, the majority of the members of the Board of Directors of the Company attended the meeting, under the presidency of Mr. Plínio Villares Musetti, with the intent of Approve and authorize, under the terms of Article 20, paragraph XX, of the Company’s Bylaws, the following subjects: (i) the issuance by the Company of non-convertible debenture, unsecured (*espécie quirografária*), in up to 3 (three) series, of the 5th (fifth) issuance (“Debenture”) for the public placement under restricted efforts, under the terms of Instruction 476 of CVM (*Comissão de Valores Mobiliários*) from January 16, 2009 (“Instruction 476”), in the total amount up to R\$ 600.000.000,00 (six hundred million *reais*) (“Issue”); and (ii) the Officers to practice all acts necessary to implement the Issue, as well as contracting financial institutions responsible for custody and payment of the Debentures and for any other action related to the coordination and intermediation of the Public Restricted Offer under in the terms of Instruction 476, as well as others service contractors related to the Issue, the Restricted Public Offer and/or the Debentures.

The Directors of the Company decided unanimously:

1. Approve the Issue and the Restricted Public Offer, under the terms of Instruction 476, with the following characteristics and conditions, which shall be observed in the indenture to be entered into and among the fiduciary agent, in the capacity of representative of the debentures holder (“Indenture”), which, after been read and initialized by the President of the Board of Directors, shall be filed in the Company’s headquarter:

(i) **Aggregate Issue Amount:** The aggregate Issue amount shall be R\$600.000.000 (six hundred million *reais*) on the Issue Date (as defined bellow) (“Total Value of the Issue”);

(ii) **Number of Series:** the Issue shall be up to three (3) series;

(iii) **Number of Debentures:** The Company shall issue a total of 60.000 (sixty thousand) Debentures, observing that the final quantity of Debentures allocated into each series shall be decided on mutual agreement between the Company and the Leader of the Coordinators (as

defined below) after the conclusion of the distribution of the Debentures. Therefore, the Debentures that are not allocated into the first (1st) series shall be allocated into the second (2nd) series ("Second Series") and/or into the third (3rd) series ("Third Series"), under the exclusive choice of the Company along with the Leader of the Coordinators, under the system of "communicating vessels";

(iv) **Nominal Value per Debenture:** The nominal value per Debenture on the Debenture Issue Date shall be R\$10.000,00 (ten thousand *reais*) ("Nominal Value per Debenture");

(v) **Debenture Issue Date:** For all purposes of law, the Issue date of the Debentures shall be February 25, 2014 ("Debentures Issue Date");

(vi) **Form and Class:** The Debentures shall be nominal and shall be issued in book-keeping. The Debentures shall be unsecured (*espécime quirografária*) with no additional collaterals, and not convertible in shares.

(vii) **Evidence of Ownership:** For all purposes of law, the ownership of the Debentures will be evidenced by extract issued by the financial institution responsible for the book-keeping procedure. Additionally, it shall be recognized as evidence of ownership the extract issued by CETIP S.A. – *Mercados Organizados* ("CETIP") in the name of the owner of the Debentures ("Owner") when they are electronically book-kept in CETIP21 – *Títulos e Valores Mobiliários* ("CETIP21");

(viii) **Use of Proceeds:** The proceeds of the Issue shall be used to debt refinancing of the Company;

(ix) **Yield:** The Nominal Value per Share shall not be subject to monetary adjustments. The Debenture shall carry yield, as of the Payment Date, equal to (i) 107,00% (one hundred and seven percent) of the accrued fluctuation of the average daily rates of the overnight DI – Interbank Deposits, "*over extra group*", published on the percentage per annum, on a 252 (two hundred and fifty two) business days basis, calculated and published by CETIP ("DI Rate") in the daily informative and on its website (<http://www.cetip.com.br>) for the First Series ("Yield of the First Series"), (ii) 107.50 % (one hundred and seven point fifty percent) of the DI Rate for the second (2nd) series ("Yield of the Second Series") and (iii) 108.00% (one hundred and eight percent) of the DI Rate for the third (3rd) series ("Yield of the Third Series") and, together with the Yield of the First Series and Yield of the Second Series, the "Yield". The yield will be calculated exponentially and cumulatively pro rata by days elapsed, according to the formula set forth in the Indenture. The yield will be paid semiannually, with payments due by February 25 and August 25 of each year, beginning on August 25, 2014 and ending on the Maturity Date (as defined below);

(x) Term and Maturity Date: (i) the Debentures of the 1st (first) series will have a term of three (3) years from the Issue Date (the "Maturity Date First Series"), (ii) Debentures of second (2nd) series will have a term of four (4) years from the Issue Date (the "Maturity Date Second Series"), and (iii) the Debentures of the third (3rd) series will have a term of five (5) years, from the Issue Date ("Maturity Date Third Series" and together with the Series Maturity Date First and Maturity Date Second Series, the "Maturity Date") ;

(xi) Nominal Value per Debenture Frequency: Nominal Value per Debenture will be fully amortized in the respective maturity dates

(xii) Distribution : The Debentures will be Restricted Offer, pursuant to CVM Instruction 476 / 09, under the firm guarantee of placement, with the intermediation of a financial institution (the "Underwriter") and may be allocated in the First Series, the Second Series and Third Series, under the system of communicating vessels. The Debentures will be exclusively offered to qualified investors, as defined under Article 109 of the CVM Instruction 409 of August 18, 2004, as amended, and Article 4 of CVM Instruction 476 / 09 ("Qualified Investors")

(xiii) Placement and Trading : The Debentures will be registered for distribution in the primary market through the MDA – Módulo de Distribuição de Ativos, managed and operated by CETIP, being the distribution financially settled through CETIP. The Debentures will be listed for trading on the secondary market through CETIP21, managed and operated by CETIP, being the distribution and trading of Debentures financially settled and the Debentures electronically guarded in the CETIP. The Debentures may only be traded on regulated securities markets after 90 (ninety) days from the Issue Date according to Articles 13 and 15 of CVM Instruction 476 / 09 and only among qualified investors, considering that the Company is in with the obligations laid down in Article 17 of CVM Instruction 476/09;

(xiv) Subscription and Payment: The Debentures shall be subscribed at their respective Nominal Value per Debenture, plus remuneration calculated pro rata from the Issue Date until the date of actual subscription and payment, subject to the procedures defined by CETIP;

(xv) Place of Payment: Payments related to the Debentures will be made (a) in accordance with the procedures of CETIP if the Debentures are electronic custody in CETIP 21 module, or (b) if the Debentures are not electronically registered on CETIP 21, at the Company;

(xvi) Guarantees: The Debentures will not be any real or personal security;

(xvii) Early Redemption: The Debentures cannot be early redeemed by the Company;

(xviii) Hypothesis of Acceleration: the Debentures and all obligations set forth in the Issue Indenture shall be accelerated, becoming due by the Company the payment of Nominal Value per Debenture, plus Yield, calculated on a pro rata temporis basis, if any, and any other amounts owed by the Company under the Issue Indenture, upon the occurrence of any of the following events: **(a)** failure by the Company of any non- monetary obligation under the Issue Indenture is not cured within ten (10) days from the date of receipt by the Company of notification to that effect to be sent by the Trustee, **(b)** non-compliance by the Company of any pecuniary obligation related to the Issue and / or the Debentures, provided that not remedied within 2 (two) working days of their original expiration date, **(c)** non-renewal, cancellation, revocation or suspension of authorizations and licenses, including environmental, for the regular exercise of the activities of the Company and / or any of its subsidiaries, whose absence results in a Material Adverse Effect (as defined below), unless, within thirty (30) days from the date of such non-renewal, cancellation, revocation or suspension, the Company confirms the existence of a judicial or administrative decision authorizing the continuing activities of the Company to renew or obtain such license or authorization, **(d)** bankruptcy filing or submission to any creditor or class of creditors, in order to negotiate an extrajudicial recovery plan, formulated by the Company and / or any of its subsidiaries, **(e)** termination, liquidation, dissolution, insolvency, voluntary bankruptcy, application for bankruptcy not suppressed within the statutory period or bankruptcy of the Company, **(f)** insolvency, voluntary bankruptcy, filing bankruptcy not suppressed within the statutory period or bankruptcy of any of the subsidiaries of the Company;

(g) the Company's transformation into a limited company, in accordance with Articles 220 to 222 of Law No. 6404 of December 15, 1976, as amended ("Corporation Law");

(h) failure to comply with any final and unappealable judgment against the Company and / or any of its subsidiaries, individually or greater than R \$ 50,000,000.00 (fifty million Reais) or corresponding amount in other currencies, within fifteen (15) days from the date prescribed for payment added value; **(i)** carrying out capital reduction of the Company with effect other than to absorb losses after the Issue Date, without the consent of the Bondholders ' meetings of debenture holders; **(j)** default or prepayment of any obligations financial that are subject to the Company and / or any of its subsidiaries, in the local or international market, individually or in the aggregate exceeding R\$ 60,000,000.00 (sixty million dollars) or its equivalent value in other currencies value; **(k)** protest of securities against the Company and / or any of its subsidiaries individually or in the aggregate exceeding R\$ 50,000,000.00 (fifty million Reais) or corresponding amount in other currencies, for the payment of which the Company or any value its subsidiaries be liable unless, within twenty (20) working days of said protest, validly proven by the Company that: (i) the protest was made in error or bad faith of third parties, (ii) the protest was canceled or halted outright, or even (iii) guarantees were provided in court, **(l)** any form of transfer or assignment or promise of sale to third parties, the Company of the obligations under the Indenture, without the consent of Debenture holders' meetings of debenture holders; **(m)**

change in the shareholding, direct or indirect control of the Company that results in (i) the replacement of at least 2/3 (two thirds) of the members of the board and / or board of directors without the consent of the holders of the Debentures ' meetings of holders of debentures or (ii) lowering the risk ratings assigned to the Issuer at the time of the change of control, **(n)** merger (including acquisition of shares) of the Company by any third party and / or made by the Company, merger, division or any corporate reorganization involving the Company, unless with the prior consent of the Bondholders ' meetings of debenture holders or, solely in the event of merger, merger or division, if provided to the Bondholders who wish, for a minimum period of 6 (six) months from the date of publication of the minutes of meetings relating to a corporate reorganization, the redemption of the Debentures held by them pursuant Article 231 of the Law of Corporations, **(o)** the payment of dividends, interest on equity or any other profit sharing provided for in the bylaws capital, if the Company fails to perform its financial obligations described in the Deed of issuance, provided, however, payment of the minimum mandatory dividend set forth in Article 202 of the Law of Corporations, **(p)** change or alteration in the objects of the Company that materially modify the activities performed by the Company on the Issue Date, unless by prior consent of the Bondholders ' meetings of holders of the Debentures, **(q)** material adverse change in the financial condition of the Company that are proven to affect the Company's ability to meet its financial obligations, including, without limitation, the obligations under the Indenture or **(r)** evidence of untruth, inaccuracy or inconsistency of any statement made by the Issuer in the Indenture to result in a Material Adverse Effect, provided that in the case of only inaccuracy or inconsistency, inaccuracy or inconsistency that is not cured by the Company within thirty (30) days of verification.

For purposes of this item (xviii) "Material Adverse Effect" means any event that causes a material negative impact on economic and financial conditions of the Issuer, affecting their ability to meet the financial obligations under the Indenture.

(xix) Default Charges: occurring lateness in the payment of any amount due to the Debentures holders, the overdue payments will be subject to (a) conventional fine, irreducible and non-compensatory nature moratorium of 2 % (two percent) of the amount due and unpaid, and (b) interest calculated from the date of default until the date of actual payment at the rate of 1 % (one percent) per month on the amount due and unpaid, without notice, notification or judicial or extrajudicial;

(xx) Extension of Deadlines: shall be deemed to be extended deadlines for the payment of any obligation under the Debentures until the first (1st) the following business day if your winning match day that is not a business or banking business in city of São Paulo, State of Sao Paulo without any increase in the amounts to be paid, except for cases with payments to be made through CETIP, in which only be extended when the payment date coincides with public holidays, Saturdays or Sundays, and

(xxi) Agent Bank: Itaú Unibanco SA, a financial institution headquartered in the city of São Paulo, State of Sao Paulo, Praça Alfredo Egydio de Souza Aranha, No. 100, enrolled with the CNPJ / MF under No. 60.701.190/0001-04, will be responsible for providing custody and payment of the Debentures ("Agent Bank") services.

2. Subject to the provisions of the Bylaws, authorize the Directors of the Company to perform any and all acts, enter into any contracts and/or instruments required to complete the Restricted Issue and the Offer, including, without limitation: (a) discuss, negotiate and define the terms and conditions of the Debentures, including the amount of Debentures to be allocated in each series, (b) hire the Agent Bank and the Lead Manager, and (c) retain any other service related to the Issue, the Restricted Offer and / or the Debentures, including, without limitation, the trustee and legal advisors.

Nothing further to discuss, these minutes were read, approved and signed by all present. Signatures: Pliny Musetti Villares, President and Chairman of the Meeting of the Board of Directors; Directors Guilherme Peirão Leal; Pedro Luiz Barreiros Passos; Luiz Ernesto Gemignani; Julio Moura Neto; Marcos de Barros Lisboa; Raul Gabriel Beer Roth; and Moacir Salzstein,, Secretary of meeting.

Certify that this summary of the minutes recorded in the book

Moacir Salzstein
Secretary of the Meeting