

PRIVATE INSTRUMENT OF INDENTURE OF THE 5TH ISSUANCE OF UNSECURED DEBENTURES NOT CONVERTIBLE INTO SHARES, IN THREE SERIES, FOR PUBLIC DISTRIBUTION WITH RESTRICTED PLACEMENT EFFORTS OF NATURA COSMÉTICOS S.A.

By this private instrument, on one side,

NATURA COSMÉTICOS S.A., a joint-stock company registered as a publicly-held company with the Brazilian Securities Commission ("CVM"), with its principal place of business in the City of São Paulo, State of São Paulo, at Avenida Alexandre Colares, No. 1188, Vila Jaguara, enrolled with the National Corporate Taxpayers Register of the Ministry of Finance ("CNPJ/MF") under No. 71.673.990/0001-77, herein represented in the form of its By-Laws (the "Issuer");

and, on the other side

PENTÁGONO S.A. DISTRIBUIDORA DE TÍTULOS E VALORES MOBILIÁRIOS, a financial institution, with its principal place of business in the City of Rio de Janeiro, State of Rio de Janeiro, at Avenida das Américas, No. 4200, Block 4, Suite 514, Postal Code 22640-102, enrolled with the CNPJ/MF under No. 17.343.682/0001-38, as representative of the holders of debentures that are the subject matter of this issue ("Debenture holders"), herein represented by its duly authorized legal representative, who is identified on the corresponding signature page of this instrument ("Trustee");

hereby and on the best terms of the law, execute this Private Instrument of Indenture of the 5th Issuance of Unsecured Debentures Not Convertible into Shares, in Three Series, for Public Distribution with Restricted Placement Efforts of Natura Cosméticos S.A. (the "Indenture " and "Debentures"), which shall be governed by the following clauses and conditions:

SECTION ONE - AUTHORIZATION

This Indenture is executed based on the resolution of the Meeting of the Board of Directors of the Issuer held on February 25, 2014, pursuant to the provisions of article 59, paragraph one, of Law No. 6404, of December 15, 1976, as amended ("RCA" and "Corporation Law", respectively).

SECTION TWO – REQUIREMENTS

The 5th issuance of unsecured debentures not convertible into shares, in three series, of the Issuer (“Issue”), for public distribution with restricted placement efforts, pursuant to the provisions of CVM Instruction No. 476, of January 16, 2009 (“Restricted Offering” and “CVM Instruction 476”, respectively), shall be carried out in compliance with the following requirements:

2.1. Exemption from Registration with the CVM

The Restricted Offering shall be carried out pursuant to the provisions of CVM Instruction 476, and it is therefore automatically exempted from registration of public distribution with the CVM as set forth in article 19 of Law No. 6385, of December 7, 1976.

2.2. Exemption from Registration with the ANBIMA – Brazilian Association of the Financial and Capital Market Entities

Irrespective of the provisions of paragraph one, item (i) and paragraph two of article 1 of the “ANBIMA Code of Regulation and Best Practices for the Public Offerings of Distribution and Acquisition of Securities”, in view of the inexistence of specific directives in this respect by the Council for Regulations and Best Practices, pursuant to the provisions of paragraph one of article 9 of such code, the Restricted Offering is exempted from registration with the ANBIMA – Brazilian Association of the Financial and Capital Market Entities (“ANBIMA”).

2.3. Filing and Publication of the Minutes of the RCA

The minutes of the RCA that resolved on the issue shall be filed with the Commercial Registry of the State of São Paulo (“JUCESP”), and it shall be published in the (i) Official Gazette of the State of São Paulo (“DOESP”) and (ii) in the newspaper “Valor Econômico”, pursuant to the provisions of article 62, item I, of the Corporation Law.

2.4. Filing of the Indenture and of any amendment thereto

2.4.1. The Issuer agrees to send to the Trustee one (1) original counterpart of this Debenture Indenture and any amendment hereto, duly filed with the JUCESP within five (5) Business Days after the date on which these records are obtained.

2.4.2. Any amendment to this Debenture Indenture shall be executed by the Issuer and by the Trustee, and subsequently filed with the JUCESP, pursuant to the provisions of item 2.4.1 above.

2.5. Registration for Distribution and Trading

2.5.1. The Debentures shall be registered for (a) distribution in the primary market by means of the MDA – Asset Distribution Module (“MDA”), administrated and operated by the CETIP, and the distribution shall be financially settled by means of the CETIP S.A. – Mercados Organizados (“CETIP”); and (b) trading, subject to the provisions of item 2.5.2 below, in the secondary market by means of the CETIP21 – Títulos e Valores Mobiliários (“CETIP21”), administrated and operated by the CETIP, it being understood that the distribution and the negotiations shall be financially settled and the Debentures shall be electronically held in custody at the CETIP.

2.5.2. Notwithstanding the provisions of item 2.5.1. above, the Debentures may only be traded between Qualified Investors, as defined in accordance with the provisions of article 4 of CVM Instruction 476 and of article 109 of CVM Instruction No. 409, of August 18, 2004, as amended (the “Qualified Investors”), after the lapse of ninety (90) days after subscription and payment or acquisition thereof by the Qualified Investors, as provided in article 13 of the CVM Instruction 476 and after compliance, by the Issuer, of the provisions of article 17 of CVM Instruction 476.

SECTION THREE – CHARACTERISTICS OF THE ISSUE

3.1. Corporate Purpose of the Issuer

The corporate purpose of the Issuer on the date hereof, pursuant to the provisions of article 3 of the By-Laws of the Issuer, is: (i) engagement in the sale, export and import of beauty and hygiene products, toiletries, cosmetics, clothing, personal electric devices, jewelry, trinkets, household articles, articles for babies and children, household linen, food, nutritional supplements, software, books, editorial material, entertainment products, phonographic products, medicines, including plant and homeopathic medicines, drugs, pharmaceutical input and household cleaners and, for this purpose, it may perform all actions and carry out all transactions that relate to its purposes, (ii) the provision of services of any kind, such as devices relating to esthetic treatments, market assistance, record, planning and analysis of risks; and (iii) the organization, holding of interest and management, in any form, in companies and business of any kind, as member or shareholder.

3.2. Issuance Number

This Indenture represents the fifth (5th) issue of debentures of the Issuer.

3.3. Total Issuance Amount

The total Issuance amount (“Total Issuance Amount”) is six hundred million *Reais* (R\$600,000,000.00), on the Issuance Date (as defined below).

3.4. Number of Series

The Issuance shall be made in three series.

3.5. Number of Debentures Issued

Sixty thousand (60,000) Debentures shall be issued, it being understood that the final number of Debentures to be allocated in each series shall be mutually agreed between the Issuer and the Lead Arranger after completion of the procedure of distribution of the Debentures, under the communicating vases system, it being understood that at most twenty thousand (20,000) Debentures shall be allocated in the first (1st) series (“First Series Debentures”) and at least twenty thousand (20,000) Debentures shall be allocated in the third (3rd) series (“Third Series Debentures”). There shall be no minimum or maximum number of Debentures to be allocated in the second (2nd) series (“Second Series Debentures”). The number of Debentures allocated in each series shall be the subject matter of an amendment to this Indenture , and the Issuer and the Trustee shall be hereby authorized and required to execute such amendment, no corporate approval being required.

3.6. Placement and Distribution Procedure.

3.6.1. The Debentures shall be the subject matter of public distribution with restricted placement efforts, pursuant to the provisions of CVM Instruction 476, under the regime of firm guarantee of placement for all Debentures, with the intermediation of a financial institution that is a member of the securities distribution system (“Lead Arranger”), pursuant to the provisions of the “Private Instrument of Coordination, Placement and Public Distribution with Restricted Placement Efforts of Simple Unsecured Debentures Not Convertible into Shares, in Three Series, under a Firm Guarantee Regime, of the 5th Issuance of Natura Cosméticos S.A.” to be executed between the Lead Arranger and the Issuer (“Placement Agreement”).

3.6.2. The public distribution plan shall follow the procedure described in CVM Instruction 476 (“Distribution Plan”). For that purpose, the Lead Arranger may access up to fifty (50)

Qualified Investors, and the Debentures may be subscribed or acquired by at most twenty (20) Qualified Investors.

3.6.3. The target audience of the Restricted Offering shall be composed by qualified investors, as defined in accordance with the provisions of article 4 of CVM Instruction 476 (“Qualified Investors”).

3.6.3.1. Pursuant to the provisions of CVM Instruction 476 and for purposes of the Restricted Offering described in this Section: (i) all investment funds shall be deemed Qualified Investors, even if they are designed for non-qualified investors; and (ii) the individuals and legal entities deemed Qualified Investors shall subscribe or acquire, within the scope of the Restricted Offering, Debentures in the minimum amount of one million *Reais* (R\$1,000,000.00).

3.6.4. The Issuance and the Restricted Offering may not be increased in any event.

3.6.5. The Debentures shall be placed in accordance with the MDA procedures, managed and operated by the CETIP, and with the Distribution Plan described in this Section Three.

3.6.6. Upon subscription and payment of the Debentures, each Qualified Investor shall sign a statement declaring, among others, to be aware that (i) the Restricted Offering has not been registered with the CVM; and (ii) the Debentures are subject to the trading restrictions set forth in this Debenture Indenture and in the applicable regulation, and it shall further, by means of such statement, inform that it expressly consents to all terms and conditions thereof (“Qualified Investor Statement”).

3.6.7. No discount shall be granted by the Lead Arranger to the Qualified Investors interested in acquiring Debentures within the scope of the Restricted Offering, and there shall be neither early reserves nor the establishment of maximum or minimum lots, irrespective of the chronological order.

3.6.8. No fund to support liquidity shall be created and no agreement to guarantee liquidity for the Debentures shall be executed. In addition, no agreement for stabilization of the price of the Debentures in the secondary market shall be executed.

3.7. Settlement Bank and Mandate Bookrunner

3.7.1. The settlement bank of this Issuance shall be Itaú Unibanco S.A., a financial institution with address in the City of São Paulo, State of São Paulo, at Praça Alfredo Egydio de Souza Aranha, 100, Olavo Setúbal Tower, enrolled with the CNPJ/MF under No.

60.701.190/0001-04 (“Settlement Bank”), and the Mandate Bookrunner of this Issuance shall be Itaú Corretora de Valores Mobiliários S.A., a financial institution with address in the City of São Paulo, State of São Paulo, at Avenida Brigadeiro Faria Lima, 3.400 – 10th Floor, enrolled with the CNPJ/MF under No. 61.194.353/0001-64 (“Mandate Bookrunner”, respectively), it being understood that these definitions include any other institution that succeeds the Settlement Bank and/or the Mandate Bookrunner.

3.8. Use of the Funds

The funds obtained by the Issuer by means of the Restricted Offering shall be used to refinance debts of the Issuer.

SECTION FOUR – CHARACTERISTICS OF THE DEBENTURES

4.1. Basic Characteristics

4.1.1 Issuance Date: For all legal purposes and effects, the date of issue of the Debentures shall be February 25, 2014 (“Issuance Date”).

4.1.2 Convertibility, Type and Form: The Debentures shall be simple, nonconvertible into shares issued by the Issuer, registered and book-entry, without the issue of certificates.

4.1.3 Species: The Debentures shall be unsecured, pursuant to the provisions of article 58, paragraph 4 of the Corporation Law.

4.1.4 Term and Form of Subscription and Payment: The Debentures shall be subscribed for its Unit Par Value, plus the corresponding Remuneration (as defined below), calculated on a pro rata temporis basis from the Issuance Date to the date of actual payment. The Debentures shall be paid in cash, in Brazilian currency, upon subscription, in accordance with the settlement rules and procedures applicable to the CETIP.

4.1.5 Term of Effectiveness and Maturity Date: The First Series Debentures shall have a term of three (3) years as from the Issuance Date, i.e., on February 25, 2017 (“First Series Maturity Date”), (ii) The Second Series Debentures shall have a term of four (4) years as from the Issuance Date, i.e., on February 25, 2018 (“Second Series Maturity Date”), and (iii) the Third Series Debentures shall have a term of five (5) years as from the Issuance Date, i.e., on February 25, 2019 (“Third Series Maturity Date” and, collectively with the First Series Maturity Date and with the Second Series Maturity Date, the “Maturity Date”).

4.1.6 **Unit Par Value:** The unit par value of the Debentures shall be ten thousand *Reais* (R\$10,000.00), on the Issuance Date (“Unit Par Value”).

4.2. Remuneration

The Unit Par Value of the Debentures shall not be adjusted for inflation. The following shall be levied on the Unit Par Value of the Debentures, from the Issuance Date to the date of actual payment thereof: conventional interest corresponding to (i) one hundred and seven percent (107.00%) of the accrued variation of the average daily rates of the one-day Interfinancial Deposits - DI, over extra-group, expressed as a percentage per year, based on two hundred and fifty-two (252) Business Days, as calculated and disclosed on a daily bases by the CETIP, in the informative journal available on its page on the Internet (<http://www.cetip.com.br>) ("DI Rate") for the First Series Debentures ("First Series Conventional Interest"), (ii) one hundred and seven point fifty percent (107,50%) of the accrued variation of the DI Rate for the Second Series Debentures ("Second Series Conventional Interest") and (iii) one hundred and eight percent (108.00%) of the accrued variation of the DI Rate for the Third Series Debentures ("Third Series Conventional Interest" and, collectively with the First Series Conventional Interest and the Second Series Conventional Interest, the "Conventional Interest"). The Conventional Interest shall be exponentially and cumulatively calculated on a *pro rata temporis* basis per Business Days elapsed and levied on the Unit Par Value, from the Issuance Date or the date of last payment of the Remuneration, whichever is later, until the date of actual payment thereof ("Remuneration"). The Remuneration shall be paid at the end of each Capitalization Period (as defined below).

4.2.1. The Conventional Interest shall be calculated in accordance with the following formula:

$$J = VNe \times (FatorDI - 1)$$

where:

J = unit amount of the Remuneration due on each date of payment of the Remuneration, calculated with eight (8) decimals and without rounding;

VNe = Unit Par Value, informed/calculated with eight (8) decimals, without rounding;

FatorDI = Product of the DI Rates with the use of a percentage applied from and including the initial date of capitalization to and excluding the date of calculation of the

payment of the Remuneration (pursuant to item 4.4 below), calculated with eight (8) decimals, with rounding, determined as follows:

where:

$$\text{Factor DI} = \prod_{k=1}^{n_{DI}} \left[1 + \left(\text{TDI}_k \times \frac{p}{100} \right) \right]$$

n_{DI} = Total number of DI Rates taken into consideration in the adjustment of the asset, it being understood that " n_{DI} " shall be a whole number;

k = Corresponds to the number of order of the DI Rates, ranging from 1 to n_{DI}

p = Percentage to be applied on the DI Rate, informed with two (2) decimals, corresponding to (i) one hundred and seven percent (107.00%) for the First Series Debentures, (ii) one hundred and seven point fifty percent (107.50%) for the Second Series Debentures and (iii) one hundred and eight percent (108.00%) for the Third Series Debentures;

TDI_k = DI Rate, order k , expressed daily, calculated with eight (8) decimals with rounding, calculated as follows:

$$\text{TDI}_k = \left(\frac{\text{DI}_k}{100} + 1 \right)^{\frac{1}{252}} - 1$$

where:

DI_k = DI Rate disclosed by the CETIP, valid for one (1) Business Day (overnight);

NB:

1) The factor resulting from the expression $\left[1 + \left(\text{TDI}_k \times \frac{p}{100} \right) \right]$ shall be rounded with sixteen (16) decimals, without rounding.

2) The product of the daily factors shall be made, it being understood that at each accrued daily factor, the result shall be truncated with sixteen (16) decimals, applying the next daily factor, and so on until the last one taken into consideration.

3) Once the factors are accrued, the resulting factor "DI Factor" shall be taken into

consideration with eight (8) decimals, with rounding.

4) The DI Rates shall be used considering an identical number of decimals disclosed by the entity responsible for calculation thereof.

For purposes of this Indenture , “Capitalization Period” shall be, for the first Capitalization Period, the period of time from the Issuance Date to the first Remuneration Payment Date and, for the other Capitalization Periods, the period of time from a Remuneration Payment Date to the subsequent Remuneration Payment Date. Each Capitalization Period succeeds the previous one without interruption, until the Maturity Date.

4.2.3. In the event of temporary unavailability of the DI Rate upon payment of any pecuniary obligation contemplated in this Indenture , the last DI Rate available on such date shall be used to calculate the “ TDI_k ”, and no financial compensation shall be due, either by the Issuer or by the Debenture holders, at the time of future disclosure of the applicable DI Rate.

4.2.4. In the absence of ascertainment and/or disclosure and/or limitation of use and/or discontinuation of the DI Rate for a term longer than ten (10) Business Days as from the expected date of ascertainment and/or disclosure (“DI Rate Absence Period”) or in case of discontinuation or non-applicability of the DI Rate due to a legal provision or court order, the Trustee shall call a Debenture holders Meeting (“Debenture holders Meeting”), in the form and within the terms set forth in article 124 of the Corporation Law and Section Nine below, to define, by mutual agreement with the Issuer, with due regard for the applicable regulations, the new parameter to be applied, which shall reflect the parameters used in similar transactions that existed at such time (“Replacement Rate”). The Debenture holders Meeting shall be held within thirty (30) days as from the last day of the DI Rate Absence Period or of discontinuation or non-applicability of the DI Rate due to a legal or court order, whichever occurs first. Until the resolution of said parameter, the calculation of the amount of any monetary obligations under this Indenture , and for each day of the period in which the absence of rates occur, the formula set forth in item 4.2.1 above shall be used and, for ascertainment of “ TDI_k ”, the last DI Rate officially disclosed shall be used, and any offsets between the Issuer and the Debenture holders shall be due upon resolution on the new remuneration parameter for the Debentures.

4.2.5. If the DI Rate is disclosed before the holding of the Debenture holders Meeting, said Debenture holders Meeting shall be no longer held and the DI Rate shall be once again used for calculation of the Conventional Interest as from its date of effectiveness.

4.2.6. If no agreement is reached about the Replacement Rate between the Issuer and Debenture holders representing at least two-thirds (2/3) of the total Outstanding Debentures, the Issuer shall redeem in advance and, consequently, cancel in advance all Debentures, without making the payment of any fine or premium of any kind whatsoever, within thirty (30) days as from the date of holding of the relevant Debenture holders Meeting, at the Unit Par Value, accrued by the Remuneration calculated on a prorata tempore basis from the immediately precedent Issuance Date or the Remuneration Payment Date, as the case may be, to the date of actual payment of the redemption and consequent cancellation set forth in this item 4.2.6. Upon such alternative, for calculation of the Remuneration applicable to the Debentures to be redeemed and consequently cancelled, for each day of the DI Rate Absence Period, the formula set forth in item 4.2.1 above shall be used and, for ascertainment of “TDIk”, the last DI Rate officially disclosed shall be used.

4.2.7. Those that are Debenture holders at the end of the Business Day before each Remuneration Payment Date shall be entitled to the payments set forth in this section.

4.2.8. For the purposes of this Indenture , “Business Day” means any day of the week, except Saturday, Sundays, national holidays and holidays in the City of São Paulo, State of São Paulo.

4.3. Repayment of Principal

The Unit Par Value of the Debentures shall be repaid on the respective Maturity Dates of each series.

4.4. Remuneration Payment

The Remuneration shall be paid on a semester basis as from the Issuance Date, the first payment shall be due on August 25, 2014 and the other payments shall be due on the 25th day of February and August until the respective Maturity Dates (each, a “Remuneration Payment Date”).

4.5. Scheduled Renegotiation

The Debentures shall not be subject to scheduled renegotiation.

4.6. Payment Place

The payments to which the Debenture holders are entitled, as well as those relating to any other amounts due under the Indenture , shall be made on the same day of their maturity, using the procedures adopted by CETIP, in case that the Debentures are kept under electronic custody with CETIP. Debentures that are not under custody at CETIP shall have their payments made by the Settlement Bank of the Debentures or at the Issuer's principal place of business, as applicable.

4.7. Extension of Terms

The terms relating to the payment of any obligation by any of the parties, including by the Debenture holders, as set forth in and arising out of this Indenture , shall be deemed extended, in relation to the payment of the subscription price, until the first (1st) subsequent Business Day, if the maturity falls on any day when the banks are closed in the City of São Paulo, State of São Paulo, on a holiday, Saturday or Sunday, with no accrual on the amounts payable, except where the relevant payments shall be made by means of CETIP, in which case the term shall be solely extended when the payment date falls on a national holiday, Saturday or Sunday.

4.8. Default Fine and Interest

Without prejudice to the Remuneration of the Debentures, upon the occurrence of delayed payment of any amount due to the Debenture holders, the delayed amounts shall be subject to a default fine of two percent (2%) on the amount due and default interest calculated from the date of default to the date of actual payment, at the rate of one percent (1%) per month on the amount so due, irrespective of communication, judicial or extrajudicial notice or notification, in addition to the expenses incurred for collection.

4.9. Delayed Receipt of Payments

Without prejudice to the provisions of item 4.7 above, if the Debenture holder fails to appear to receive the amount corresponding to any of the monetary obligations due by the Issuer on the dates set forth in this Issuance Indenture or in any communication published by the Issuer under this Issuance Indenture , the Debenture holder shall not be entitled to receive the Remuneration of the Debentures and/or Default Interest as from the date the corresponding amount is made available by the Issuer to the Debenture holder, but the Debenture holder shall be ensured vested rights until the date the funds become available.

4.10. Subscription and Payment Method

The payment of the Debentures shall be made in cash, on the subscription date, in Brazilian currency, at their Unit Par Value accrued by the Remuneration calculated on a prorata tempore basis from the Issuance Date to the date of actual subscription and payment, in accordance with the settlement rules applicable to CETIP.

4.11. Advertising

All acts and decisions to be taken arising out of this Issuance which in any manner involve interests of the Debenture holders shall be mandatorily published on the press bodies with which the Issuer usually makes its publications, as well as on the Issuer's page on the world wide web – internet (<http://natura.infoinvest.com.br>), provided that, if the Issuer changes its publication newspaper after the Issuance Date, the Issuer shall notify the Trustee of the new vehicle and publish a notice to the Debenture holders on the newspapers previously used informing the new vehicle.

4.12. Evidence of Title to the Debentures

The Issuer shall not issue certificates of Debentures. For all legal purposes, the title to the Debentures shall be evidenced by the statement of the checking account of the Debentures issued by the Mandate Bookrunner. Additionally, for Debentures under electronic custody at CETIP, the statement issued by CETIP on behalf of the Debenture holder shall be deemed evidence of such title.

4.13. Debenture holders Immunity or Exemption

4.12.1. If any Debenture holder is entitled to any type of tax immunity or exemption, the Debenture holder shall send to the Settlement Bank and to the Mandate Bookrunner, with copy to the Issuer, at least ten (10) Business Days before the expected date for receipt of any amounts relating to the Debentures, the supporting documentation of such tax immunity or exemption, subject to penalty of deduction of any amounts due under the applicable tax law from the Debenture holder's returns.

4.12.2. The Debenture holder that submitted the supporting documentation of their condition of tax immunity or exemption pursuant to item 3.8.1 above and has such condition modified and/or revoked by a normative provision, or fails to meet any conditions and requirements established by the applicable legal provision, or has such condition questioned by any applicable legal, tax or regulatory authority, or has such condition modified and/or revoked due to any reason other than those referred to in this item 4.12.2, then the Debenture holder shall notify such fact in details and in writing to the Settlement Bank and Mandate Bookrunner, with copy to the Issuer, and shall provide any additional

information in relation to that matter that may be requested by the Settlement Bank and Mandate Bookrunner or by the Issuer.

4.12.3. Even if the Issuer has received the documentation referred to in item 4.12.1. above, and as long as it has legal grounds for that purpose, the Issuer shall be entitled to deposit in court or to deduct from any amounts relating to the Debentures the taxation that it believes to be due.

4.14. Optional Acquisition

The Issuer, at any time, with due regard for the terms established by CVM Instruction 476, may acquire Outstanding Debentures, with due regard for the provisions in paragraph 3 of article 55 of the Corporation Law. The Debentures acquired by the Issuer may be cancelled, be kept in the Issuer's treasury or be placed in the market once again, with due regard for the restrictions imposed by CVM Instruction 476. The Debentures acquired by the Issuer to be kept in treasury under this item, if and when replaced in the market, shall be entitled to the same Remuneration applicable to the other Outstanding Debentures.

SECTION FIVE – EARLY REDEMPTION

5.1. The Issuer shall not make the early redemption of the Debentures.

SECTION SIX – ACCELERATION

6.1. The Trustee may declare the acceleration of all obligations relating to the Debentures and demand payment, by the Issuer, of the Unit Par Value accrued by the Remuneration, calculated on a prorata tempore basis from the immediately precedent Issuance Date or the Remuneration Payment Date, as the case may be, to the date of actual payment, and any other charges due and unpaid by the acceleration date, ascertained as provided for by law, in the following events:

(a) default by the Issuer of any non-monetary obligation under this Issuance Indenture, not remedied within ten (10) days as from the date of receipt, by the Issuer, of a notice to be sent by the Trustee for that purpose;

(b) default by the Issuer of any monetary obligation relating to the Issuance and/or the Debentures, as long as not remedied within two (2) Business Days as from the respective original maturity date;

(c) non-renewal, cancellation, revocation or suspension of the authorizations and licenses, including environmental ones, for regular exercise of the activities carried out by the Issuer and/or by any of its controlled companies, the lack of which results in a Material Adverse Effect, unless, within thirty (30) days as from the date of any such non-renewal, cancellation, revocation or suspension, the Issuer evidences the existence of a court or administrative order authorizing the continuation of the Issuer's activities until the renewal or obtainment of any such license or authorization;

(d) filing for court-supervised reorganization or submission, to any creditor or class of creditors, of a request for negotiation of an extrajudicial reorganization plan prepared by the Issuer and/or by any of its controlled companies;

(e) Winding up, liquidation, dissolution, insolvency, voluntary bankruptcy petition, involuntary bankruptcy petition not timely defeated, or adjudication of bankruptcy of the Issuer;

(f) Insolvency, voluntary bankruptcy petition, involuntary bankruptcy petition not timely defeated, or adjudication of bankruptcy of any of the subsidiaries of the Issuer;

(g) Conversion of the Issuer into a limited liability company under articles 220 through 222 of the Corporation Law;

(h) Non-compliance with any final and unappeasable award against the Issuer and/or any of its subsidiaries in any amount, individually or in the aggregate, greater than fifty million *Reais* (R\$50,000,000.00) or the equivalent thereof in other currencies within fifteen (15) days from the stipulated payment date;

(i) A reduction in the capital stock of the Issuer for any purpose other than absorbing losses, after the Issuance Date, without consent from the Debenture holders at a Debenture holders Meeting;

(j) Default or acceleration of any financial obligations to which the Issuer and/or any of its subsidiaries are bound, in the local or international market, in any amount, individually or in the aggregate, greater than sixty million *Reais* (R\$60,000,000.00) or the equivalent thereof in other currencies;

(k) Protest of negotiable instruments against the Issuer and/or any of its subsidiaries in any amount, individually or in the aggregate, greater than fifty million *Reais* (R\$50,000,000.00) or the equivalent thereof in other currencies payable by the Issuer or any of its subsidiaries,

except if, within twenty (20) Business Days from the date of such protest, the Issuer validly demonstrates that (i) such protest was made by third parties in error or in bad faith, (ii) such protest was cancelled or stayed under an injunction, or (iii) bond was posted with a court;

(l) A transfer or any form of assignment or promise to assign to third parties by the Issuer of obligations undertaken under the Debenture Indenture without consent from the holders of Debentures at a Debenture holders Meeting;

(m) Any direct or indirect change in the corporate control of the Issuer which results in (i) replacement of at least two thirds (2/3) of the executive board and/or of the board of directors of the Issuer without consent from the holders of Debentures at a Debenture holders Meeting or (ii) a downgrading of the risk rating assigned to the Issuer at the time of such change in control;

(n) A merger (including merger of shares) of the Issuer into any third parties and/or any completion by the Issuer of a consolidation, spin-off, or any other corporate restructuring involving the Issuer, except if, upon prior consent from the holders of Debentures at a Debenture holders Meeting or if, solely in the event of a merger, spin-off, or consolidation, any Debenture holders who wish to do so are secured the right to redeem their Debentures under Article 231 of the Corporation Law for a minimum of six (6) months from the date of publication of the minutes of the meetings relating to such corporate restructuring transaction;

(o) Any payment of dividends, interest on capital, or any other profit-sharing payments set forth in the bylaws of the Issuer in case the Issuer is in default of its monetary obligations set forth in this Debenture Indenture , subject, however, to the payment of the mandatory minimum dividend set forth in article 202 of the Corporation Law;

(p) Any change or alteration in the business purpose of the Issuer which materially modifies the activities exercised by the Issuer as of the Issuance Date, except upon prior consent from the Debenture holders at a Debenture holders Meeting;

(q) A material adverse change in the financial conditions of the Issuer which verifiably affects the capacity of the Issuer to meet its financial liabilities, including, without limitation, the obligations set forth in this Debenture Indenture ; or

(r) Proof of any untruthfulness, inaccuracy, or inconsistency in any statement made by the Issuer in this Debenture Indenture which results in a Material Adverse Effect, provided that, solely in the event of an inaccuracy or inconsistency, such inaccuracy or inconsistency is not cured by the Company within thirty (30) days from the date of verification thereof.

For the purposes of this Debenture Indenture , a “Material Adverse Effect” means any event that causes a material adverse impact on the economic and financial conditions of the Issuer affecting its capacity to perform its monetary obligations set forth in this Debenture Indenture .

6.2. The occurrence of any of the events described in clauses (b), (d), (e), (f), (g), (i), (l), (o), and (q) of item 6.1 above shall automatically trigger acceleration of the Debentures, regardless of any consultation with the Debenture holders and regardless of any judicial or extrajudicial notice or notification; however, the Trustee shall immediately give written notice to the Issuer that it became aware of such occurrence.

6.3. In case of occurrence of any of the events described in clauses (a), (c), (h),(j), (k), (m), (n), (p), and (r) of item 6.1 above, the Trustee shall call a Debenture holders Meeting, within two (2) Business Days from the date when it becomes aware of such event or is given notice thereof by the holder of Debentures, to resolve on any non-acceleration of the Debentures, subject to the procedure for calling set forth in Section 9 below and the specific quorum set forth in item 6.3.1 below. The Debenture holders Meeting set forth in this Section may also be called by the Issuer, or in accordance with the provisions of item 9.1 below.

6.3.1. The Debenture holders Meeting mentioned in item 6.3 above, which may be opened if the quorum set forth in Section 9.2 of this Indenture is present, may opt, by a resolution taken by Debenture holders representing at least seventy-five percent (75%) das Outstanding Debentures, for not accelerating the Debentures.

6.3.2. If (i) the Debenture holders Meeting mentioned in item 6.3. is not opened for lack of quorum or (ii) the option set forth in item 6.3.1 above is not approved by the minimum quorum necessary to pass such resolution, the Trustee shall understand this as the Debenture holders having opted for accelerating the Debentures held by them.

6.4. In any event of acceleration of the Debentures by the Trustee, the Issuer agrees to pay the Unit Par Value of the Outstanding Debentures plus the respective Remuneration, as calculated on a prorated basis from the Issuance Date or from date of payment of the immediately preceding Remuneration, as the case may be, payable by the date of actual payment of the Debentures, plus any amounts payable by way of default charges under this Indenture from the date of actual default in the event of non-performance of monetary obligations, as well as any other sums payable by the Issuer under this Indenture .

6.5. The payment of the amounts mentioned in item 6.4 above, as well as of any other sums payable by the Issuer under this Debenture Indenture , shall be made within five (5) Business Days from (i) the date of receipt of the notice of automatic acceleration of the Debentures as described above or (ii) the date of the Debenture holders Meeting which resolved to approve the acceleration, as the case may be, under penalty of otherwise additionally incurring in the default charges set forth in this Indenture .

SECTION 7 – ADDITIONAL OBLIGATIONS OF THE ISSUER

7.1. The Issuer undertakes the following obligations:

(a) To provide to the Trustee:

- (i) Within ninety (90) days after the end of each fiscal year, (a) a copy of its consolidated audited financial statements for the respective fiscal year, as prepared in accordance with the Brazilian generally accepted accounting principles, together with the management’s report and the report of the independent auditors, and a copy of its annual information and (b) a statement from the Executive Board of non-occurrence of any of the acceleration events set forth in item 6.1;
- (ii) Within five (5) calendar days, any relevant information that may be requested by the Trustee with respect to itself or the Issuer or of interest to the Debenture holders;
- (iii) Confirm upon request to the Trustee, within five (5) Business Days from the respective request, that it is compliant with its obligations under this Debenture Indenture ; and
- (iv) Any notices to Debenture holders of any relevant facts, as defined in CVM Instruction No. 358 of January 3, 2002, as amended from time to time (“CVM Instruction 358”), as well as of any minutes of any shareholders meetings and meetings of the board of directors of the Issuer, as applicable, which involve interests of Debenture holders in any way, within five (5) Business Days from the date when they occur;

(b) To efficiently meet the requests from Debenture holders;

- (c) To call, in accordance with the provisions of Section 9 below, a Debenture holders Meeting to resolve on any matter directly or indirectly related to this Issue, whenever the Trustee should call it under this Debenture Indenture but fails to do so;
- (d) To give notice to the Trustee, within two (2) Business Days from the date when the Issuer becomes aware of it, of the occurrence of any of the acceleration events set forth in item 6.1. of this Debenture Indenture ;
- (e) To comply with all determinations laid down by the CVM, including by sending documents, as well as providing any information that may be requested from it;
- (f) To refrain from carrying out any transactions outside its business purpose, subject to the applicable bylaws, legal, and regulatory provisions;
- (g) To give notice to the Trustee, within five (5) Business Days from the date when the Issuer becomes aware of it, of any change in the financial, economic, commercial, operating, regulatory, or corporate conditions or businesses of the Issuer, as well as of any events or situations that (i) may adversely affect, prevent, or hamper the performance by the Issuer of its obligations arising from this Debenture Indenture and from the Debentures or (ii) causes the financial statements or information provided by the Issuer to no longer reflect the actual financial condition of the Issuer;
- (h) To give notice to the Trustee, within two (2) Business Days from the date when the Issuer becomes aware of it, of the occurrence of any events or situations which may have come to its knowledge and which may adversely affect its capacity to timely perform, wholly or in part, its principal and secondary obligations under this Debenture Indenture ;
- (i) To refrain from taking any action in violation of the bylaws and this Debenture Indenture , particularly any action that may directly or indirectly jeopardize the timely and full performance of its principal and secondary obligations to Debenture holders;
- (j) To perform all its principal and secondary obligations under this Debenture Indenture , including in regard to the allocation of the proceeds of the Issue;
- (k) To maintain contracts, at its own expenses, throughout the term of the Debentures, with the Settlement Bank, with the Mandate Bookrunner, with the Trustee, and with the CETIP21 secondary market trading system;

- (l) To pay any taxes or contributions that are or may be levied on the Issuance and of which the Issuer is legally defined as the taxpayer;
- (m) To pay all expenses verifiably disbursed by the Trustee, whenever possible, and previously approved by the Issuer as necessary to protect the rights and interests of Debenture holders or to realize their credits, including attorney's fees and other expenses and costs incurred by virtue of collection of any sums payable to Debenture holders under this Debenture Indenture ;
- (n) To maintain valid and in force, at all times, any licenses, concessions, and authorizations required for an appropriate conduct of the businesses of the Issuer, except those whose absence is not expected to result in a Material Adverse Effect;
- (o) To prepare year-end financial statements and, if applicable, consolidated statements in accordance with the provisions of the Corporation Law and with the rules issued by the CVM;
- (p) To comply with the provisions of CVM Instruction 476 and CVM Instruction 358 relating to the duty of confidentiality and lock-up, as well as disclose on its website the occurrence of any relevant fact, as defined in article 2 of CVM Instruction 358 and in article 17 of CVM Instruction 476, and give immediate notice thereof to the Lead Arranger and to the Trustee;
- (q) To submit its financial statements to audit by an independent auditor accredited by the CVM;
- (r) To disclose its financial statements, together with the notes thereto and the report of the independent auditors, on its website within three (3) months from the end of each fiscal year and keep such financial statements available on its website for a minimum of three (3) years from the date of publication thereof, in accordance with the provisions of article 17 of CVM Instruction CVM 476;
- (s) To provide all information that may be requested by the CVM or by CETIP;
- (t) To maintain valid and in good standing, through the term of the Debentures and as long as there are any Outstanding Debentures, the representations made in this Debenture Indenture , as applicable;
- (u) To maintain its publicly-held corporation registration updated with the CVM;

- (v) To maintain its accounts updated and make the respective filings in accordance with the Brazilian generally accepted accounting principles;
- (w) To provide information to the Debenture holders and to the Trustee, no later than ten (10) calendar days from the respective request, on any notice of violation of material impact given by any governmental authority in regard to tax, environmental, antitrust, or other matters involving the Issuer;
- (x) To comply with the applicable environmental and labor laws and take any preventive or remedial actions designed to prevent or remedy any damage to the environment or to its employees that may arise from the activities described in its business purpose. The Issuer also agrees to use all efforts required for such activities by preserving the environment and complying with any orders from any municipal, state, and federal agencies that may secondarily legislate or regulate the environmental rules currently in force;
- (y) To give notice to the Trustee, within two (2) Business Days, of the calling of any Debenture holders Meeting by the Issuer;
- (z) To appear at Debenture holders Meetings when requested;
- (aa) To comply with any laws, regulations, administrative rules, and orders from government agencies, instrumentalities, or courts which may apply to the conduct of its businesses, except those challenged in good faith in the administrative and/or judicial spheres;
- (bb) To send to CETIP (i) any information disclosed on the internet as described in clauses (p) and (r) above and (ii) any documents and information required by such entity within the time requested, as well as (iii) fully perform the other obligations set forth in CETIP Communication No. 28 of April 2, 2009; and
- (cc) To send the corporate documents, financial data, and organizational chart of its business group, including, without limitation, parent companies, subsidiaries, companies under common control, affiliates, and companies in the control block of the Issuer, as applicable, upon the end of each fiscal year and provide all information that may be requested by the Trustee for preparation of the report mentioned in item 8.4.1., clause (xii) within thirty (30) calendar days before the expiration of the term set forth in item 8.4.1, clause xiii of this Debenture Indenture .

SECTION 8 – TRUSTEE

8.1. Appointment

8.1.1. The Issuer constitutes and appoints, Pentágono S.A. Distribuidora de Títulos e Valores Mobiliários, identified in the preamble to this Indenture , as Trustee for the Debenture holders of this Issue, which hereby accepts its appointment to represent, in accordance with the provisions of law and of this Indenture , the holders of Debentures as a whole.

8.1.2. The Trustee hereby represents that it has verified the truth of the information contained in this Indenture and taken measures to remedy any omissions, faults, or defects of which may have come to its knowledge.

8.1.3. For the purposes of CVM Instruction No. 28 of November 23, 1983, as amended from time to time (“CVM Instruction 28”), below are the data on issues of debentures carried out by the Issuer or by any affiliate, subsidiary, or parent company or company in the same group as the Issuer for which the Trustee has acted as a trustee. As of the date of execution of this Debenture Indenture , in accordance with the organizational chart provided by the Issuer, the Trustee has verified that it does not provide trustee services for issues of any companies in the same group as the Issuer.

Trustee’s Remuneration

8.2.1. An annual remuneration shall be due to the Trustee on account of professional fees for the performance of the duties and attributions for which it is responsible under the terms of the law and this Indenture corresponding to two thousand *Reais* (R\$ 2,000.00), and the first installment shall be due on the fifth (5th) Business Day as from the date of execution of this Debenture Indenture and the other ones on the same day of the subsequent years. Should the totality of the Debentures be fully redeemed before their expiration, the next subsequent amount shall be due on the date of the redemption in full.

8.2.2. The installments mentioned in Section 8.2.1 above shall be adjusted by the accumulated variation of IGP-M/FGV (General Market Price Index disclosed by the Getúlio Vargas Foundation) or in the absence thereof or even in the impossibility of use thereof by the index replacing it as from the date of the first payment up to the subsequent payment dates calculated *pro rata die*, if necessary.

8.2.3. In case of default in the payment of any amount due, the debts in delay shall be subject to the contractual penalty of two percent (2%) on the amount of the debt, as well as

default interest of one percent (1%) per month, and the amount of the debt in delay shall be subject to monetary restatement by IGP-M/FGV (General Market Price Index disclosed by the Getúlio Vargas Foundation) levied as from the date of default up to the date of actual payment, as calculated *pro rata die*.

8.2.4 The remuneration does not include expenses deemed necessary to the exercise of the duties of Trustee during the implementation or effectiveness of the service, which shall be covered by the Issuer under the terms of Section 8.6.1 below.

8.2.5. The installments mentioned in Section 8.2.1 above shall be accrued by the following taxes: ISS (Municipal Service Tax), PIS (Social Integration Program), COFINS (Social Contribution for Financing of Social Security) and any other taxes that may be levied on Trustee's remuneration, except for IR (Income Tax) at the rates in effect on the dates of each payment.

8.2.6. The remuneration of the Trustee shall be payable even after maturity of the Debentures, if the Trustee is still acting on behalf of the Debenture holders in the collection of defaults not remedied by the Issuer, and such remuneration shall be calculated in proportion to the months of acting by the Trustee.

8.2. Replacement

8.3.1. In the event of absence, temporary impediments, resignation, intervention, judicial or extra-judicial intervention, bankruptcy, death or any other case of vacancy, a Debenture holders Meeting shall be held within at most thirty (30) days counted as from the event that determines it for the choice of a new trustee, which may be convened by the Trustee to be replaced, by the Issuer, by the Debenture holders that represent at least ten percent (10%) of the outstanding Debentures or by CVM. If the call notice does not occur within fifteen (15) days prior to the expiration of the abovementioned term, it shall be incumbent upon the Issuer to carry it out, and CVM shall be entitled to appoint a temporary substitute while the process for choice of the new Trustee is not consummated.

8.3.2. The remuneration of the new Trustee shall be the same already provided for in this Indenture , except if another is negotiated with the Issuer.

8.3.3. Should the Trustee not be able to continue to perform his functions due to circumstances supervening it shall immediately communicate the fact to the Debenture holders and the Issuer requesting to be replaced.

8.3.4. The Debenture holders shall be entitled, after closing of the term for distribution of Debentures in the market, to proceed to the replacement of the Trustee and to appoint his substitute in a Debenture holders Meeting especially convened for this purpose, with due regard for the provisions of Section 8.3.2 above.

8.3.5. The replacement of the Trustee shall be subject to prior communication to CVM and to the Trustee's manifestation about complying with its requirements set forth in article 8 of CVM Instruction 28 and any subsequent rules.

8.3.6. The Trustee's replacement shall be subject to an amendment to this Debenture Indenture , which shall be registered with the JUCESP, under Section 2.3 of this Indenture .

8.3.7. The Trustee shall begin performing his functions as from the date of execution hereof or, in the case of a substitute trustee, on the day of execution of the corresponding amendment to the Indenture , and he shall stay in office until his actual replacement or until full payment of the outstanding balance of the Debenture, whichever takes place first.

8.3.8. The corresponding rules and precepts created by act(s) of CVM shall apply to the events of Trustee's replacement

8.3. Trustee's Duties

8.4.1. In addition to others set forth by law, in a CVM normative act or in this Indenture the Trustee's duties and attributions are:

- (i) to protect the rights and interests of the Debenture holders, employing in the performance of the function the care and diligence that every active and upright man usually employs to the management of his own assets and business;
- (ii) to resign the function, in the event of supervening conflicts of interest or of any other inaptitude modality;
- (iii) to preserve in good condition all the bookkeeping, correspondence and other papers related to the performance of its functions;
- (iv) to verify at the time of acceptance the function, the veracity of the information contained herein, taking all measures so as to remedy the omissions, faults or

defects of which it may be aware;

- (v) to carry out with the competent agencies, if the Issuer fails to do it, the registration of this Indenture and the respective amendments, remedying the gaps and irregularities that may exist in them, without prejudice to the occurrence of noncompliance with non-pecuniary obligation by the Issuer. In this case, the registrar shall notify the Issuer's management for provision to it of the necessary documents and indications;
- (vi) to accompany compliance with the periodicity in providing mandatory information provided for in this Indenture , warning the Debenture holders about any omissions or untruths contained in such information;
- (vii) to issue an opinion about the sufficiency of the information contained in the proposals for modifications to the Debentures' conditions;
- (viii) to request when it deems necessary for the loyal performance of its functions updated certificates of civil assignment offices, Tax Courts, Protest Registries, Boards of Conciliation and Judgment, Attorney General Office for the Federal Treasury, where is located in the head office of the Issuer's main establishment;
- (ix) to request, when it deems necessary and as duly justified, an extraordinary audit at the Issuer the costs of which shall be borne by the Issuer;
- (x) to convene, when necessary, Debenture holders Meeting through a call published at least three 3 times in the bodies of the press where the Issuer makes its publications under the terms of the law
- (xi) to attend the respective Debenture holders Meeting in order to provide information that is requested from them;
- (xii) to prepare a report exclusively for the Debenture holders pursuant to line (b) of paragraph 1 of article 68 of the Corporation Law, which shall contain at least the following information:
 - a. any omission or untruth which may be known by it contained in the information released by the Issuer, or, furthermore, default on or delay in the mandatory rendering of information by Issuer;
 - b. statutory amendments of the Issuer that occurred in the period;

- c. comments about the Issuer's financial statements focusing on the economic and financial indexes and the Issuer's capital structure;
- d. position of the distribution or placement of the Debentures on the market;
- e. redemption, amortization, optional acquisition and payment of the earnings made in the period, as well as the acquisitions and sales of the Debentures made by the Issuer;
- f. follow-up of the allocation of the funds obtained through this Issuance according to data obtained from the Issuer's managers;
- g. performance of the other obligations assumed by the Issuer pursuant to this Indenture ;
- h. declaration on his skills to continue performing the function of Trustee;
- i. list of assets and securities delivered to its management as a consequence of the Debentures;
- j. existence of other issues of debentures, whether public or private, made by the Issuer itself by associated, controlled, controlling companies or a company integrating the same group of the Issuer in which he has worked as Trustee during the period, as well as the following data on such issues:
 - (j.1) business name of the offering company;
 - (j.2) amount of the issue;
 - (j.3) number of debentures issued;
 - (j.4) kind;
 - (j.5) maturity term of the debentures;
 - (j.6) kind and amount of the assets given as collateral and business name of the guarantors; and
 - (j.7) events of redemption, amortization, conversion, renegotiation and default in the period.

- (xiii) to make available to the Debenture holders a report that addresses sub-item (xii) within the maximum term of four (4) months counted as from the closing of the Issuer's fiscal year, at least in the following places:
 - a. Issuer's head office;
 - b. its office;
 - c. CVM
 - d. CETIP; and
 - e. head office of the Lead Arranger;
- (xiv) to publish in the bodies of the press where the Issuer makes its publications under the terms of the law a notice to the Debenture holders that the annual report mentioned in sub-item (xii) above is available to them in the places indicated in sub-item (xiii) above;
- (xv) to keep updated the list of the Debenture holders and their addresses by means also of managements with the Issuer, CETIP and the Settlement Bank, and for the purposes of compliance with the provisions of this item, the Issuer and the Debenture holders, upon subscription, payment or acquisition of the Debentures, hereby expressly authorize the Settlement Bank and CETIP to comply with any requests made by the Trustee, including referring to the disclosure at any time of the position of Debenture holders and their respective holders;
- (xvi) to inspect the performance of the clauses contained in this Indenture especially those imposing positive and negative obligations;
- (xvii) without prejudice to the provisions in Section VIII above, to notify the Debenture holders individually whenever possible within a maximum term of fifteen (15) days as from the date it becomes aware of such fact, any default by the Issuer on the obligations assumed herein, indicating the place in which it shall provide to the interested parties more information. A communication with the same content shall be sent to CVM and CETIP;

- (xviii) to make available the Registered Unit Value of the Debentures calculated by the Issuer and disclose them to the Debenture holders and the other participants of the market in its customer service center and/or in its worldwide webpage;
- (xix) to accompany with the Settlement Bank, in each Payment Date of the Remuneration, the full and timely payment of the amounts due by the Issuer to the Debenture holders under the terms of this Indenture ; and
- (xx) to disclose the information mentioned in line (j) of sub-item (xii) of this Section 9.4.1 in its own worldwide webpage as soon as it becomes aware of such information.

8.4. Specific Attributions

8.5.1. The Trustee shall use any judicial or extrajudicial proceedings against the Issuer for protection and defense of the interests of the community of Debenture holders and of realization of their credits, having the obligation in the event of default of the Issuer, with due regard for the terms and conditions of this Indenture , of:

- (i) with observance of the conditions of this Indenture , declaring the Debentures to be accelerated as provided for in Section Six of this Indenture and collect the principal amount and accessories;
- (ii) to file for bankruptcy of the Issuer under the terms of the bankruptcy law or to file a proceeding of the same nature, whenever applicable;
- (iii) taking any necessary measures for realization of the credits of the Debenture holders;
- (iv) representing the Debenture holders in any proceeding for bankruptcy, judicial and/or extrajudicial reorganization, as well as intervention or extrajudicial liquidation of the Issuer.

8.5.2. The Trustee shall only be exempt of responsibility due to failure to adopt the measures contemplated in the sub-items (i) to (iv) above if, upon the calling of a Debenture holders Meeting, the latter thus authorizes upon resolution by unanimity of the holders of the outstanding Debentures, when it shall suffice to have a resolution by the majority of the holders of the outstanding Debentures attending the Debenture holders Meeting when the case concerns the provision of sub- item (iv) above.

8.5.3 The Trustee shall not voice any kind of opinion or issue any value judgment on the guidelines concerning any fact of the Issuance that is subject to resolution by the Debenture holders, undertaking to only act in accordance with the instructions transmitted to them by the Debenture holders. Therefore, the Trustee has no liability on the result or the legal effects resulting from the strict compliance with the guidelines of the Debenture holders transmitted to them as defined by the Debenture holders and reproduced to the Issuer, regardless of any damages to be caused as a result thereof to the Debenture holders or to the Issuer. The Trustee's acts shall be limited to the scope of CVM Instruction 28 and the applicable articles of the Corporation Law, being exempted in any way or title of any additional liability not resulting from the applicable law.

8.5.4 Without prejudice to the Trustee's duty of diligence, the Trustee shall assume that the original documents or certified copies of documents sent by the Issuer or by third parties at the Issuer's request were not subject of fraud or adulteration. The Trustee shall not, under any circumstance, be liable for the preparation of the Issuer's corporate documents, being the legal and regulatory obligation of the Issuer to prepare them under the terms of the applicable law.

8.5.5 The Trustee shall be liable for verifying at the time of acceptance of the duty the veracity, completeness of the technical and financial information included in any document sent to it for the purpose of informing, complementing, clarifying, rectifying or ratifying the information included in this Indenture , taking measures so that the inactions, failures or defects of which it is aware are cured under the terms of item V of article 12 of CVM Instruction 28.

8.5.6. The acts or manifestations on the part of the Trustee that create liability for the Debenture holders and/or exempt third parties from obligations to the latter, as well as those related to the proper performance of the obligations assumed herein, shall only be valid when thus resolved in advance by unanimity of the Debenture holders convened in a Debenture holders Meeting.

8.5. Expenses

8.6.1. The Issuer shall reimburse the Trustee for all reasonable and customary expenses demonstrably incurred for protecting the Debenture holders' rights and interests or for making their claims, by paying the respective invoices along with the related invoices,

directly issued on behalf of the Issuer or by reimbursement, namely publications in general, conference calls, and expenses with telephone calls, notifications, obtainment of certificates, travel, food, transport, and accommodation, expenses with experts, such as audit and/or inspection experts, among others, or legal advice to the Trustee, which shall whenever possible be pre-approved by the Issuer.

8.6.2. The reimbursement referred to in this Section 8.6 shall be paid within fifteen (15) Business Days after the respective expenses are presented to the Issuer by delivery of copies of payment receipts.

8.6.3. In case of the Issuer default, all expenses incurred by the Trustee for protecting the Debenture holders' interests shall be, whenever possible, previously approved and advanced by the Debenture holders and subsequently reimbursed by the Issuer upon evidence. Such expenses include attorney fees, including third parties, deposits, damages, costs and court fees for actions filed by the Trustee, provided that they relate to the remedy of default, as a Debenture holders' representative. Any expenses, deposits and court fees arising from loss of suit shall be borne equally by the Debenture holders, as well as the Trustee's remuneration and reimbursable expenses, in case the Issuer remains in default with the payment thereof for a period exceeding thirty (30) calendar days, and the Trustee may request guarantee from the Debenture holders against the risk of loss of suit.

8.6.4. The Trustee, however, is hereby informed and agrees with the risk of not having such expenses previously approved and/or reimbursed by the Issuer or the Debenture holders, as applicable, if they were in disagreement with (i) good sense and reasonableness criteria generally accepted in similar trade relations or (ii) its inherent fiduciary function.

8.6.5. The expenses referred to in this Section 9.6 shall include those incurred regarding:

- (i) publication of reports, notices, and notifications, as provided for in this Indenture , and others that may be required by applicable regulations;
- (ii) obtainment of certificates and notary public costs and mail expenses when required for performing the Trustee's duties;
- (iii) travel between Federation states and respective lodging and food expenses, when necessary for performing its duties; and

- (iv) any additional, special or expert research that may be essential if omissions and/or obscurities are found in the information relevant to the strict Debenture holders' interests.

8.6.6. The Trustee' credit for previously approved expenses, whenever possible, incurred for protecting the Debenture holders' rights and interests or for making their claims, which has not been settled as described in paragraphs 8.6.1 and 8.6.2 above, shall be added to the Issuer's debt and shall enjoy the same guarantees as the Debentures, having priority over these in the payment order, under Article 68, paragraph 5, of the Corporation Law.

8.6. Trustee's Statements

8.7.1. The Trustee named in this Indenture hereby represents, under penalty of law, that:

- (i) it has no legal impediment, according to Article 66, paragraph 3, of the Corporation Law, and Article 10 of the CVM Instruction 28, for performing the duties conferred upon it;
- (ii) it accepts the duties assigned to it, fully assuming the duties and responsibilities provided for in specific legislation and in this Indenture ;
- (iii) it fully accepts this Indenture and all its terms and conditions;
- (iv) it has no connection with the Issuer preventing it from performing its duties;
- (v) it is aware of Circular Letter No. 1832, dated October 31, 1990, as amended, of the Central Bank of Brazil;
- (vi) it is duly authorized to execute this Indenture and to comply with its obligations hereunder, while all legal and statutory requirements necessary for such purpose have been met;
- (vii) it is not in any of the situations of conflict of interest under Article 10 of CVM Instruction 28;
- (viii) it is qualified for performing the trustee activities, under current applicable regulations;
- (ix) this Indenture is a Trustee's legal, valid, binding and effective obligation, enforceable under its terms and conditions;

- (x) the execution of this Indenture and the fulfillment of its obligations hereunder do not infringe any obligation previously assumed by the Trustee;
- (xi) it has checked the accuracy of information contained in this Indenture , trying to remedy any omissions, failures or defects it is aware of;
- (xii) the legal representative signing this Indenture has statutory and/or delegated powers for undertaking, on behalf of the Trustee, the obligations set forth herein and, being an agent, its powers have been lawfully granted, with its respective mandate being in full force; and
- (xiii) it complies in all material aspects with all laws, regulations, administrative rules and decisions from government agencies, authorities or courts that are applicable for conducting its business.

SECTION NINE - DEBENTUREHOLDERS MEETING

The Debenture holders may, at any time, meet at the Debenture holders Meeting, under the provisions of Article 71 of the Corporation Law, to discuss matters of the Debenture holders' interest.

9.1. Call Notice

9.1.1. The Debenture holders Meeting may be called by the Trustee, by the Issuer, by the Debenture holders representing ten percent (10%) at least of the Outstanding Debentures or by CVM.

9.1.2. The call notice shall be made upon published announcement for at least three (3) times in newspapers in which the Issuer usually makes its publications, with due regard for the rules related to the publication of a call announcement of shareholders meetings as mentioned in the Corporation Law, the applicable regulation and this Indenture .

9.1.3. The Debenture holders Meetings shall be held within a minimum period of fifteen (15) days, counted as from the date of the first publication of the call notice. The Debenture holders Meeting on second call may only be held within a minimum of eight (8) days after the date scheduled for installation of the Debenture holders Meeting at first call.

9.1.4. The resolutions made by the Debenture holders in the scope of their legal

jurisdiction, with due regard for the quorums established herein, shall exist, be valid and effective before the Issuer and shall be binding upon all the Debenture holders of outstanding debentures irrespectively of their attendance at the Debenture holders Meeting or of the vote rendered at the respective Debenture holders Meeting.

9.2. Installation Quorum

9.2.1. The Debenture holders Meeting shall be installed, on first call, with the presence of Debenture holders representing at least half of the Outstanding Debentures and, on second call, with any quorum.

9.2.2. For purposes of creating any and all quorums for installation and/or resolution of Debenture holders Meeting set forth herein, "Outstanding Debentures" shall be all the subscribed Debentures, excluding those held in treasury by the Issuer and those owned by the companies controlled or affiliate of the Issuer (direct and indirect), controlling companies (or controlling group) under common control or managers of the Issuer, including but not limited to persons directly or indirectly related to any of the previously mentioned persons.

9.3. Presiding Officers

The Debenture holders Meeting shall be presided over by the Debenture holder elected by the Debenture holders or by that appointed by the CVM.

9.4. Resolution Quorum

9.4.1. In the resolutions of the Debenture holders Meetings, each Debenture shall be entitled to one vote, and a proxy shall be admitted. Except if otherwise provided herein, changes to the terms and conditions of this Indenture shall be approved either at first call of the Debenture holders Meeting or at any other subsequent meeting, by Debenture holders representing at least seventy-five percent (75%) of the total Outstanding Debentures.

9.5. In the resolutions of the Debenture holders Meeting that have as subject-matter changing characteristics of the Debentures, such as, for instance, (i) Remuneration; (ii) Remuneration payment dates; (iii) the amounts and dates of repayment of the Debentures; (iii) Maturity Date; (iv) quorums of resolution of Debenture holders Meetings set forth in this item 10.4; and (v) events of early maturity, as provided for in item 7.1 above, also in the event of temporary pardon or waiver, shall be approved, whether on first call of the Debenture holders Meeting or on any other subsequent call, by Debenture holders representing at least ninety percent (90%) of the Outstanding Debentures. The quorum

established to change the events of early maturity, as per item (v) of this item 10.4.2, does not have any relation to the quorum for declaration of early maturity established in item 7.3.1 above.

9.6. The resolutions referring to the Debenture holders such as, for instance: (i) replacement of Trustee, of Settlement Bank or of the Mandate Bookrunner; (ii) changes of the Issuer's additional obligations established in Section Seven; (iii) change of the Trustee's obligations established in Section Eight; or (iv) changes in the procedures applicable to the Debenture holders Meetings established in Section Nine, shall be approved either on first call of the Debenture holders Meeting or on any subsequent call, by Debenture holders representing at least two-thirds (2/3) of the Outstanding Debentures.

9.7. The quorum referred to in item 9.4.1 above does not include the quorums expressly provided in other Sections of this Indenture .

9.8. The presence of the Issuer's legal representatives shall be allowed at the Debenture holders Meeting.

9.9. The Trustee shall attend the Debenture holders Meeting and provide to the Debenture holders the information that is requested from it.

SECTION TEN – THE ISSUER'S REPRESENTATIONS AND WARRANTIES

10.1. The Issuer hereby represents and warrants that:

(a) it is a duly organized company existing as a publicly-held corporation in accordance with Brazilian laws and that it is duly authorized to conduct its business with powers to hold, possess and operate its assets;

(b) it is duly authorized and obtained all the necessary licenses and authorizations including the corporate ones required for entering into this Debenture Indenture , the Issuance of the Debentures and for the compliance with its obligations hereunder, and that all the legal and statutory requirements for such purpose have been met accordingly;

(c) its legal representatives executing this Debenture Indenture have statutory and/or delegated powers to assume on its behalf the obligation established herein and, being attorneys-in-fact, had their powers legitimately granted and that their respective powers of attorney are in full force:

- (d) the execution of this Debenture Indenture , the performance of its obligations under this Debenture Indenture , the Issuance and placement of the Debentures do not violate or are contrary to (i) any agreement or document to which the Issuer is a party or by which any of its assets or properties are bound, nor shall result in (aa) early maturity of any obligation established in any of these agreements or instruments; (bb) creation of any burden on any asset or property of the Issuer, or (cc) termination of any of these agreements or instruments; (ii) any law, decree or regulation to which the Issuer or any of its assets and properties are subject; or (iii) any order, decision or administrative, judicial or arbitration award which affects the Issuer or any of its assets and properties;
- (e) it shall perform all the obligations assumed under this Debenture Indenture , including but not limited to the obligation of allocating the funds obtained with the Issuance for the purposes set forth in item 3.8 of this Debenture Indenture ;
- (f) it does not know of the existence of any lawsuit, administrative or arbitration proceeding, inquiry or other type of governmental investigation except for those informed to the market by means of a Notice of Material Event and/or Notice to the Market, or indicated in the Reference Form or in the Issuer's financial statements to date;
- (g) the information and representations contained in this Debenture Indenture in connection with the Issuer and the Restricted Offering, as the case may be, are true, consistent, correct and sufficient;
- (h) there is no connection between the Issuer and the Trustee that could prevent the Trustee from fully performing its functions;
- (i) it is fully aware of and fully agrees with the form of release and ascertainment of the DI Rate released by CETIP and that the form of calculation of the Debentures was agreed by free will between the Issuer and Lead Arranger, with due regard for the principle of good faith;
- (j) this Debenture Indenture is a legal, valid and binding obligation of the Issuer, enforceable according to its terms and conditions, valid as an extrajudicial execution instrument pursuant to article 585 of the Brazilian Code of Civil Procedure;
- (k) a regulatory authorization is not required for the execution of this Debenture Indenture and for carrying out the Debenture Indenture and the Restricted Offering;
- (l) it is performing the laws, regulations, administrative rules and determinations (including environmental) of the governmental agencies, quasi-public companies or

applicable courts in the performance of its activities, including the provisions set forth by applicable law pertaining to the National Environmental Policy – CONAMA and other supplementary environmental laws and regulations, adopting preventive or reparatory measures and actions to avoid or to correct any environmental damages arising out of the performance of the activities described in its business purpose;

(m) the Issuer's financial statements regarding the fiscal years ended December 31, 2011, 2012 and 2013 are true, complete and correct in all their aspects on the date on which they were drawn up; they reflect clearly and precisely the Issuer's financial and equity status, results, transactions and cash flows during the period;

(n) the Issuer on the date hereof is in compliance with and has been complying with its bylaws or any obligations and/or conditions contained in contracts, agreements, mortgages, Indenture s, loans, credit agreements, promissory notes, leasing agreements or any other contracts or instruments to which it is a party or which may be binding upon it;

(o) it is fully aware of the fact that pursuant to article 9 of CVM Instruction 476, it may not carry out another public offering of debentures of the same kind as its Issuance within a term of four (4) months counted as from the date of the closing of the Restricted Offering unless the new offering is submitted to registration with the CVM;

(p) it is up to date with the payment of all the obligations of tax nature (municipal, state and federal), labor, social security, environmental and with any other obligations imposed by law, except for those questioned in good faith at the administrative and/or judicial spheres or whose nonperformance shall not have any relevant adverse effect on the Issuer; and

(q) it has valid, effective authorizations and licenses, in perfect order and full force, including environmental ones, applicable to the regular performance of its activities, except for those whose absence shall not result, on the date hereof, in a Material Adverse Effect.

10.2. The Issuer agrees to notify, within up to five (5) Business Days, the Debenture holders and the Trustee if any of the representations given herein become wholly or partially untrue, incomplete or incorrect.

SECTION ELEVEN – MISCELLANEOUS

11.1. Notices

The notices to be sent by any of the parties pursuant to this Indenture shall be forwarded to the following addresses:

To the Issuer:

Natura Cosméticos S.A.

Avenida Juruá, n.º 253, 3º andar, Alphaville

Barueri – SP

Attn.: Messrs. Marco Oliveira e Otávio Tescari

Telephone.: (11) 4196-1481

Fax: (11) 4196-1402

E-mail: robertopedote@natura.net/otaviotescari@natura.net

To the Trustee:

Pentágono S.A. Distribuidora de Títulos e Valores Mobiliários

Av. das Américas, nº 4.200, sala 514, Bloco 04, Bairro Barra da Tijuca

CEP 22640-102 – Rio de Janeiro - RJ

Attn.: Mses. Nathalia Machado Loureiro, Marcelle Motta Santoro and Mr. Marco Aurélio Ferreira

Telephone: (21) 3385-4565

Fax: (21) 3385-4046

E-mail: backoffice@pentagonotrustee.com.br

To the Settlement Bank:

Itaú Unibanco S.A.

Praça Alfredo Egydio de Souza Aranha, 100, Torre Olavo Setúbal

04344-902 - São Paulo - SP

At.: Sr. Luiz Petito

Telephone: (11) 2797-4441

E-mail: luiz.petito@itau-unibanco.com.br

To Mandate Bookrunner:

Itaú Corretora de Valores Mobiliários S.A.

Avenida Brigadeiro Faria Lima, 3.400 – 10º andar

São Paulo – SP

Attn.: Sr. Luiz Petito

Telephone: (11) 2797-4441

Email: luiz.petito@itau-unibanco.com.br

To CETIP**CETIP S.A. – Mercados Organizados**

Avenida Brigadeiro Faria Lima, n.º 1.663, 4º andar, Jardim Paulistano

CEP 01452-001, São Paulo – SP

Attn.: Securities Management

Telephone.: (11)3111-1596

Fax: (11)3111-1564

E-mail: gr.debentures@cetip.com.br

The notices shall be deemed as having been delivered when hand-delivered with receipt or with a “notice of receipt” issued by *Empresa Brasileira de Correios*, by fax or by telegram at the above addresses. The originals of the documents sent by fax shall be sent to the above addresses within up to two (2) Business Days after remittance of the message.

The change of any of the above addresses shall be communicated to all the parties by the Issuer and the same rule shall apply to the other parties mentioned herein as regards the obligation to notify Issuer.

11.2. Waiver

Waiver of any of the rights arising out of this Indenture is not assumed so that no delay, omission or concession in the exercise of any right, power or remedy to which the Trustee and/or the Debenture holders are entitled as a result of default by the Issuer shall harm such rights, powers or remedies, or shall be construed as a waiver thereof or consent to such default, nor shall constitute novation or modification of any other obligations assumed by the Issuer hereunder or a precedent with respect to any other default or delay.

11.3. Registration Costs

Any and all costs incurred as a result of this Indenture and any amendments thereto and the corporate acts related to this Issue, in the competent registers, shall be incumbent solely on the Issuer.

11.4. Applicable Law

This Indenture is governed by the Laws of the Federative Republic of Brazil.

11.5. Jurisdiction

The courts of the Judicial District of the capital of the State of São Paulo are hereby elected waiving any other no matter how privileged it may be or become.

In witness whereof the parties enter into this instrument in three (3) counterparts of equal content and form together with two (2) witnesses who also sign it.

São Paulo, February 25, 2014.

[THE REMAINDER OF THE PAGE WAS LEFT BLANK ON PURPOSE]

(Signature Page 1/3 of the “Private Instrument of Indenture of 5th Issuance of Simple Unsecured Debentures Not Convertible into Shares, in Three Series, for Public Distribution with Restricted Placement Efforts of Natura Cosméticos S.A.”)

NATURA COSMÉTICOS S.A.

Name:

Title:

Name:

Title:

(Signature Page 2/3 of the “Private Instrument of Indenture of 5th Issuance of Simple Unsecured Debentures Not Convertible into Shares, in Three Series, for Public Distribution with Restricted Placement Efforts of Natura Cosméticos S.A.”)

PENTÁGONO S.A. DISTRIBUIDORA DE TÍTULOS E VALORES MOBILIÁRIOS

Name:

Title:

(Signature Page 3/3 “of the Private Instrument of Indenture of 5th Issuance of Simple Unsecured Debentures Not Convertible into Shares, in Three Series, for Public Distribution with Restricted Placement Efforts of Natura Cosméticos S.A”)

WITNESSES:

Name:

Taxpayer I.D.:

Name:

Taxpayer I.D.: