

*This mandatory tender offer notice is not being and shall not be directed, either directly or indirectly, to any country other than Brazil and, particularly, to the United States of America, and the U.S. Post Office or any other U.S. interstate or international trade means or instrument, or any other U.S. securities trading mechanism shall not be used in connection herewith. Such restriction includes, among others, fax transmission, electronic mail, telex, telephone and internet. Consequently, copies of this notice and of any other documents related to the present offering will not, and should not, be transmitted or distributed by mail or by any other form of transmission to the United States of America or to any country other than Brazil. This offering is directed exclusively to shareholders of Banco Industrial e Comercial S.A. entitled to participate in the auction to be held at the BM&FBOVESPA S.A. - Bolsa de Valores, Mercadorias e Futuros. This offering was not and will not be registered under the U.S. Securities Act of 1933, as amended. Holders of ordinary or preferred shares issued by Banco Industrial e Comercial S.A. residing outside Brazil may participate in the offering announced hereby, provided that they are in compliance with all laws and regulation to which they might be subject. The offering is not directed to persons residing in any jurisdiction in which the conduction and participation in such offering is forbidden by the law.*

**NOTICE OF INTEGRATED MANDATORY TENDER OFFER FOR THE ACQUISITION OF ORDINARY AND PREFERRED SHARES ISSUED BY**

**BANCO INDUSTRIAL E COMERCIAL S.A.**

CNPJ/MF No. 07.450.604/0001-89

NIRE 35.300.143.469/ CVM nº 21113

ISIN Code of the Ordinary Shares: BRBICBACNOR0

ISIN Code of the Preferred Shares: BRBICBACNPR7

Trading Code of the Ordinary Shares at the BM&FBOVESPA: BICB3

Trading Code of the Preferred Shares at the BM&FBOVESPA: BICB4



INTERMEDIATED BY  
**MORGAN STANLEY CORRETORA DE TÍTULOS E VALORES MOBILIÁRIOS S.A.**

**Morgan Stanley**

FOR THE ACCOUNT AND ON BEHALF OF  
**CCB BRAZIL FINANCIAL HOLDING – INVESTIMENTOS E PARTICIPAÇÕES LTDA.**



**MORGAN STANLEY CORRETORA DE TÍTULOS E VALORES MOBILIÁRIOS S.A.**, a financial institution with registered offices in the City of São Paulo, State of São Paulo, at Avenida Brigadeiro Faria Lima 3.600, 6th floor, ZIP Code 04538-132, enrolled as a taxpayer under CNPJ/MF n° 04.323.351/0001-94 (“Intermediary Institution”), for the account and on behalf of CCB BRAZIL FINANCIAL HOLDING - INVESTIMENTOS E PARTICIPAÇÕES LTDA., a limited liability company with registered offices in the City of São Paulo, State of São Paulo, at Rua Boa Vista n.º 254, 13th floor, Centro, ZIP Code 01014-907, enrolled as a Taxpayer under CNPJ/MF n° 18.225.207/0001-20, with its Bylaws registered at the Board of Trade of the State of São Paulo (“JUCESP”) under NIRE n° 35.227.579.673 (the “Offeror”), hereby submits to all non-controlling shareholders (“Shareholders”) of BANCO INDUSTRIAL E COMERCIAL S.A., a publicly-held company with head offices in the City of São Paulo, State of São Paulo, at Avenida Brigadeiro Faria Lima, n.º. 4,440, 1st to 5th floors, Itaim Bibi, Zip Code 04538-132, enrolled as a Taxpayer under CNPJ/MF n° 07.450.604/0001-89, with its Articles of Incorporation registered at JUCESP under NIRE 35.300.143.469 (the “Company”), the present integrated mandatory tender offer for the acquisition of up to the totality of the Shares Subject to the Offering (as defined in item **Erro! Fonte de referência não encontrada.** below), (i) in compliance with the obligation to conduct a mandatory tender offer on account of the transfer of control of the Company, as described in item 1.1 below; (ii) for purposes of cancellation of registration of the Company as a publicly-held corporation in the capacity as issuer of category “A” securities (“Cancellation of Registration”); and (iii) due to the discontinuity of the differentiated corporate governance practices under the special listing segment of the BM&FBOVESPA S.A. - Bolsa de Valores Mercadorias e Futuros (“BM&FBOVESPA”) known as Level 1 of Corporate Governance Practices (“Level 1”), as required by the Bylaws of the Company (“Delisting from Level 1”) (items (i), (ii) and (iii) hereinafter collectively referred to as “Offering”), in accordance with the provisions of (a) articles 4th, §4th and 254-A of Law n° 6,404 dated December 15, 1976, as amended (the “Corporations Law”); (b) in Law n° 6,385 dated December 7, 1976, as amended (“Capital Market Law”); (c) in the rules inscribed in Ruling n° 361 of the Brazilian Securities Commission (“CVM”) dated March 05, 2002, as amended (“CVM Ruling 361”), and (d) articles 51 et seq. of the Bylaws of the Company, and the terms and conditions of this notice of Offering (“Notice”) set forth herein ahead:

1. Reasons for the Conduction of the Offering

1.1. Transfer of Control. On October 31, 2013, China Construction Bank Corporation, the controlling shareholder of the Offeror (“CCB”), and the then direct and

indirect controlling shareholders of the Company (“Sellers of the Controlling Shares”) entered into a Share Purchase and Sale Agreement (“Agreement”) providing for the terms and conditions in accordance to which CCB undertook to, subject to the satisfaction of certain conditions precedent (including the Corporate Restructuring as defined in item 1.2 below, and the Necessary Approvals as defined in item 1.3 below) (“Conditions Precedent”) acquire from the Sellers of the Controlling Shares, directly and indirectly, 157,394,932 ordinary shares, corresponding to 98.24% of the total ordinary shares, and 24,702,582 preferred shares, corresponding to 26.65% of the total preferred shares, all issued by the Company, collectively corresponding to 72.00% (seventy-two percent) of its total share capital and 73.96% of the total share capital excluding treasury shares (“Controlling Shares”), pursuant to a Press Release (*Fato Relevante*) published on October 31, 2013 (the “Transaction”). On account of the Corporate Restructuring described in item 1.2 below, on the Closing Date (as defined in item 1.4 below) all Controlling Shares were held directly by the Sellers of the Controlling Shares and were transferred directly to the Offeror.

1.2. Corporate Restructuring. The corporate restructuring involving the Company, its direct shareholders Gemini Holding S.A. (“Gemini”) and BIC Corretora de Câmbio e Valores S.A. (“BIC Corretora”) and its indirect shareholder Primus Holding S.A. (“Primus”) consisted of (i) a partial spin-off of BIC Corretora, with the incorporation of the spun-off equity corresponding to the shares issued by the Company theretofore owned by that company to Gemini; (ii) a partial spin-off of Primus, with transfer of the spun-off equity corresponding to the entirety of the shares issued by BIC Corretora to Mondragon Holdings S.A., a company held by certain natural persons Sellers of the Controlling Shares, as a consequence of which the sole assets held by Primus became shares issued by the Company; and (iii) incorporation of Gemini and Primus by the Company, without capital increase or any dilution of changes to its capital stock (items (i), (ii) and (iii) are collectively called, the “Corporate Restructuring”). The Corporate Restructuring was concluded on August 7, 2014, according to the registration at the board of trade of all corresponding corporate acts.

1.3. Necessary Approvals. On July 21, 2014, a presidential decree approving the Transaction was published, in compliance with the provisions of article 84, item IV of the Brazilian Federal Constitution, and, on July 22, 2014, the Central Bank of Brazil approved the Transaction (“Brazilian Approvals”). Competent Chinese regulatory authorities and banking authorities of the Cayman Islands approved the Transaction on April 02, 2014 and June 24, 2014, respectively (“Foreign Approvals” and together with the Brazilian Approvals, the “Necessary Approvals”). On January 09, 2014, the Brazilian Antitrust Authority (“CADE”) decided not to examine the Transaction, consequently terminating the proceeding without examination on the merits.

1.4. Closing of the Transfer of Control. According to a Press Release disclosed on August 29, 2014 (“Closing Date”), the Conditions Precedent for the conclusion of the Transaction were satisfied, and the Sellers of the Controlling Shares transferred the

control of the Company to the Offeror as of the date thereof, by means of the sale of the Controlling Shares (“Transfer of Control”). The aggregate price of acquisition of the Controlling Shares, before the Post-Closing Adjustments, (as defined in item 1.5 below), was of R\$1,620,976,548.00, corresponding to R\$8.9017 per ordinary or preferred share issued by the Company (“Closing Price”), of which (i) the amount of R\$1,215,732,411.00 corresponding to seventy-five per cent (75%) of the Closing Price, and to R\$6.6763 per share were paid on demand at the Closing Date (“On-Demand Portion”), and (ii) the amount of R\$405,244,137.00 corresponding to twenty-five per cent (25%) of the Closing Price and to R\$2.2254 per share were deposited in an escrow account pursuant to the terms and conditions set forth in the Agreement (“Escrow Portion”).

1.4.1. Additional Payment. According to the Agreement, the Sellers of the Controlling Shares shall be entitled to receive, in the same proportion as the Controlling Shares bear to the aggregate outstanding shares issued by the Company (excluding treasury shares), reimbursement of amounts corresponding to any restitution or tax credits actually received and used by the Company after the Closing Date, within the scope of certain tax lawsuits specified in the Agreement related to the calculation of the PIS (Social Integration Program) and COFINS (Contribution to Social Security) on financial revenues of the Company and of one of its subsidiaries (“PIS and COFINS Lawsuits”) (“Additional Payment”). The making of any Additional Payment is conditioned upon obtaining a final and non-appealable decision favorable to the Company in connection with the PIS and COFINS Lawsuits.

1.4.2. Escrow Portion. On August 22, 2014, the Offeror, the Sellers of the Controlling Shares and Deutsche Bank S.A. – Banco Alemão, a financial institution with registered offices in the City of São Paulo, State of São Paulo, at Avenida Brigadeiro Faria Lima 3,900, 13th, 14th and 15th floors, enrolled as a Taxpayer under CNPJ/MF n° 62.331.228/0001-11 (“Depository Agent”) executed an agreement governing the main terms and conditions applying to the holding, investment and release of the Escrow Portion (“Senior Escrow Agreement”), which shall serve as collateral to the payment of indemnification by the Sellers of the Controlling Shares under the Agreement. On the Closing Date, the Escrow Portion was deposited in an escrow account in the name of the Offeror, as required by the Senior Escrow Agreement (“Senior Escrow Account”). The Escrow Portion shall be adjusted in accordance with the Post-Closing Adjustments. At each Release Date (as defined below), a portion of the balance deposited in the Senior Escrow Account shall be released to the Sellers of the Controlling Shares, after deduction of any amounts to be withheld pursuant to item 1.4.3 below (“Net Balance”), in accordance with the following timetable: (i) thirty-three per cent (33%) of the Net Balance deposited in the Senior

Escrow Account shall be released on the fourth (4<sup>th</sup>) anniversary of the Closing Date (“1<sup>st</sup> Release Date”); (ii) fifty per cent (50%) of the Net Balance deposited in the Senior Escrow Account shall be released on the fifth (5<sup>th</sup>) anniversary of the Closing Date (“2<sup>nd</sup> Release Date”). And (iii) the remaining Net Balance shall be released on the sixth (6<sup>th</sup>) anniversary of the Closing Date (“3<sup>rd</sup> Release Date”, and collectively with the 1<sup>st</sup> Release Date and the 2<sup>nd</sup> Release Date, the “Release Dates”). The Escrow Portion shall accrue interest, payments, gains and other distributions and payments resulting from investments of funds deposited in the Senior Escrow Account and deducted from costs associated with maintenance of such account, pursuant to the terms of the Senior Escrow Agreement.

- 1.4.3. Withholdings at the Release Dates. If, at each Release Date, there are any ongoing claims subject to indemnification that have been duly notified prior to the respective Release Date of the Escrow Portion and that may result in the payment of indemnification by the Sellers of the Controlling Shares under the terms of the Agreement, the aggregate amount of such claims subject to indemnification shall remain deposited in the Senior Escrow Account and will be discounted from the Escrow Portion for purpose of calculation of the release amount at each Release Date, provided that, in the event of any ongoing claim subject to indemnification at the 3<sup>rd</sup> Release Date, the aggregate amount of such ongoing claims subject to indemnification shall remain deposited in the Senior Escrow Account and will only be released to the Sellers of the Controlling Shares if, and to the extent that, and promptly after, the Company obtains favorable and non-appealable decisions in the referred claims subject to indemnification. Pursuant to the provisions of the Agreement, claims subject to indemnification are deemed to be all losses, subject to certain limitations provided for in the Agreement, whether or not related to third parties’ claims arising out of, resulting from or related with (i) any violation or inaccuracy of any representation, warranty or covenant made by the Sellers of the Controlling Shares under the Agreement; (ii) actions, omissions or circumstances occurred or existing prior to the Closing Date and resulting in obligations and liabilities to the Company and/or its subsidiaries; (iii) default under or violation of, or inability to comply with, any covenant, agreement, commitment or obligation of the Sellers of the Controlling Shares under the Agreement; (iv) taxes on capital gains due in connection with capital gains earned by the Sellers of the Controlling Shares as a result of the transactions contemplated in the Agreement; (v) the Corporate Restructuring including, but not limited to, in respect of any obligation of Gemini, Primus and BIC Corretora; (vi) facts or circumstances existing in respect of Promocred, Gemini, Primus and BIC Corretora; or of the Sellers of the Controlling Shares or their affiliates; and/or (vii) PIS and COFINS obligations (including the PIS and COFINS Lawsuits) referring to the

period ended on (and including) the Closing Date (items (i) to (vii) above, jointly, "Indemnifiable Losses").

1.5. Post-Closing Adjustments. The Agreement provides that the Closing Price is subject to positive or negative adjustments after the closing of the Transaction. First, the Closing Price shall be adjusted by the difference between (i) the net shareholder's equity of the Company, as determined on the Closing Date, and (ii) the net shareholder's equity of the Company, as calculated based on the financial statements of the Company as of March 31, 2013 ("Accounting Adjustment"). Furthermore, the Agreement determines that the Closing Price shall be adjusted to incorporate fifty per cent (50%) of the net profit earned by the Company as a result of the settlement of the total return swap transaction in the amount of up to R\$100,000,000.00 (one hundred million Reais), with a term of up to two (2) years, equivalent on one side to the variation of prices of the preferred shares of the Company (BICB4) and, on the other side, to a rate equivalent to the variation of the Interbank Deposit Certificate ("CDI"), plus a pre-fixed rate, entered into with Goldman Sachs do Brasil Banco Múltiplo S.A. and disclosed to the market through a Notice to the Market published on May 11, 2012 ("TRS Adjustment" and, together with the Accounting Adjustment, the "Post-Closing Adjustments"). Pursuant to the Agreement, seventy-five per cent (75%) of the amount of Post-Closing Adjustments shall be paid on demand on the adjustment date, by the Offeror or by the Sellers of the Controlling Shares, to the extent the final amount of the adjustment shall be positive or negative. The remaining twenty-five per cent (25%) of the amount of Post-Closing Adjustments shall be deposited in or deducted from the Senior Escrow Account, to the extent the final amount of the adjustment shall be positive or negative. As further described in items 1.5.1 to 1.5.3 below, as of the date of this Notice, the parties had not yet reached an agreement as to the amount of the Post-Closing Adjustments that shall result in a final change of the Closing Price.

1.5.1. CCB's and the Offeror's Proposal of Post-Closing Adjustments. As disclosed in a Press Release dated October 30, on October 29, 2014, CCB and the Offeror delivered to the Sellers of the Controlling Shares a notice indicating a reduction adjustment of R\$287.8 million, equivalent to R\$1.5803 per share of the Company (excluding treasury shares). CCB's and Offeror's proposal included an Accounting Adjustment of negative R\$105.7 million or R\$0.5804 per share, in accordance to the closing balance sheet reviewed by KPMG in accordance to the Agreement. The total amount of Price Adjustment indicated by CCB and the Offeror, if confirmed, would result in a price of R\$7.3214 per share of the Company.

1.5.2. Questions and Counter-Proposal of the Sellers of the Controlling Shares for the Post-Closing Adjustments. On November 14, 2014, the Sellers of the Controlling Shares objected to the Post-Closing Adjustments by sending a notice to CCB. Since then, the parties have been negotiating in good faith an amicable solution to set the amount of the Post-Closing Adjustments.

Within the scope of such negotiations, the Sellers of the Controlling Shares did not dispute the Accounting Adjustment of negative R\$105.7 million or R\$0.5804 per share, but challenged the other adjustments of CCB's and Offeror's proposal.

1.5.3. Interim Adjusted Amount. Considering the disagreement between and the Offeror, on one side, and the Sellers of the Controlling Shares on the other side, the Offering provides for an alternative Option I Price (as defined in item 3.1 below) formulated for the amount of R\$8.3213 per share (the "Interim Adjusted Amount"), considering an interim amount for the Post-Closing Adjustments of negative R\$105.7 million or R\$0.5804 per share, equivalent to the amount of the negative Accounting Adjustment not disputed by the Sellers of the Controlling Shares (see item 1.5.2 above). Option I Price shall be adjusted, upwards or downwards, upon a final definition on the amount of the Post-Closing Adjustments and Shareholders electing Option I shall be assured the receipt of an amount per share, at least, equal to that to be paid to the Sellers of the Controlling Shares after conclusion of the Post-Closing Adjustments and eventual making of Additional Payments, as provided for in the Agreement, notwithstanding the receipt of Deferred Payments (as defined in item 3.1 below).

1.6. Purposes of the Offering. The Offering aims at: (a) complying with the Offeror's obligation to conduct a mandatory tender offer to acquire up to 100.0% of the Shares Subject to the Offering, by virtue of the Transfer of Control; (b) the Cancellation of Registration; and (c) Delisting from Level 1. The terms and conditions of this Offering, including the integration of the procedures outlined in items (a) to (c) above, were duly approved by the Collegiate Body of the CVM in a decision rendered on July 28, 2015, pursuant to the provisions of paragraph 2nd of article 34 of CVM Ruling 361.

1.7. Reasons for the Integration of the Public Offering. Integration, under the present Offering, of the public offerings of acquisition (i) by virtue of the transfer of the Company's control, (ii) for Cancellation of Registration and (iii) for Delisting from Level 1 aligns the interests of the Company with those of its minority shareholders. First, because seeing as all modes of public offerings are directed to the same target public, their non-integration would bring unnecessary and additional costs for the Company and the Offeror, such as, for instance, the conduction of specific proceedings for each mode, with the publication of separate announcements and the conduction of more than one auction, in addition to costs with the engagement of intermediary institutions, legal counsel and appraisers. In addition, the conduction of distinct proceedings could cause minority shareholders to face difficulties in positioning themselves towards adhesion or not to each one of such offerings. As for Cancellation of Registration, Offeror understands that such action meets the Company's interests, inasmuch as the Company no longer intends to access the financial market to fund its activities, and maintaining its registration as a securities issuer implies a variety of costs

that may be redirected to achieving other corporate purposes. Furthermore, on account of the current percentage of Shares in the Offering (as defined in item 3.1 below) and the current percentage of Shares held by the Offeror, compliance with the requirement laid down in item 3.1(iv) of the BM&FBOVESPA Level 1 listing rules (“Level 1 Rules”) will most likely become impossible after the Offering. Therefore, Delisting from Level 1 is legitimate, seeing as the Company, for reasons beyond its control, will be prevented from complying with a requirement provided for in the Level 1 Rules.

Registration as Issuer of Securities. Registration category “A” of the Company as issuer of securities was granted by the CVM on September 17, 2014, under nº 2111-3.

1.8. Regulatory and Statutory Ground. The Offering shall observe the provisions of (i) article 21, §6th of the Capital Market Law; (ii) the rules contained in CVM Ruling 361; (iii) articles 4th, §4th and 254-A of the Corporations Law; and (iv) in the articles 51 et seq. of the Bylaws of the Company.

1.9. Selection of the Appraiser. In accordance with the provisions of article 58, §1st of the Bylaws of the Company, on August 14, 2014, the Board of Directors of the Company approved a triple list of financial institutions or expert companies, independent and having reputed experience, recommended to the shareholders of the Company to prepare the appraisal report of the economic value of the Company. The Extraordinary Meeting of Shareholders of the Company held on September 1st, 2014 and convened with the presence of shareholders representing 20.43% of the Outstanding Ordinary Shares (as defined in the item 2.1 below), approved by unanimous vote of the attending members the selection of Ernst & Young Assessoria Empresarial Ltda., with registered offices at Avenida Presidente Juscelino Kubitschek, 1830, Torre 2 – 6th floor, São Paulo - SP, enrolled as a Taxpayer under CNPJ/MF nº 59.527.788/0001-31 (“Appraiser”) in charge of preparing the Appraisal Report (as defined in item 7.1 below).

## 2. Offering

2.1. Shares Subject to the Offering. The Offeror, represented in the Auction (as defined in item 5.1 below) by the Intermediary Institution, agrees to acquire up to (i) 100% or the ordinary shares issued by the Company, representing 2,811,890 ordinary shares equivalent to, approximately, 1.76% of the ordinary shares issued by the Company and 1.11% of the total share capital of the Company, other than ordinary shares (a) owned by the controlling shareholder and persons connected to it; (b) owned by members of the Company’s management; and (c) held in treasury (“Outstanding Ordinary Shares”); (ii) 100% of the preferred shares issued by the Company, representing 61,271,160 preferred shares equivalent to, approximately, 66.10% of the preferred shares issued by the Company and 24.23% of the total share capital of the Company, other than preferred shares (a) owned by the controlling shareholder and persons connected to it; (b) owned by members of the Company’s management and (c) held in treasury (“Outstanding Preferred Shares” and, collectively with the Outstanding

Ordinary Shares, the "Outstanding Shares"); and (iii) 100% of the ordinary and preferred shares issued by the Company held by members of the Company's management, totaling 11 ordinary shares, equivalent to approximately 0% of the total share capital of the Company, and 324,476 of the preferred shares, equivalent to approximately 0.35% of the preferred shares issued by the Company and 0.13% of the total capital stock of the Company. Accordingly, the shares subject to the Offering amount to a total of 1.76% ordinary shares and 66.45% of the preferred shares issued by the Company, equivalent to approximately 25.47% of the total share capital of the Company ("Shares Subject to the Offering"). **The following shall not be acquired within the scope of the Offering: (i) shares owned by the controlling shareholder and persons connected to it; and (ii) shares held in treasury.**

2.2. Portfolios Held by the Depository Facility. The Eligible Shareholder (as defined in item 4.2.2 below) willing to sell its Shares Subject to the Offering shall, by means of its custody agent at the BM&FBOVESPA Depository Agent Facility ("Depository Agent Facility"), until 1:00 p.m. on the Auction Date (as defined in item 5.1 below), transfer the Shares Subject to the Offering owned by it to one of the portfolios held as follows:

- (i) in the case of Entitled Shareholders **holding** Outstanding Shares electing Option I Price, the Outstanding Shares shall be transferred to portfolio 7105-6;
- (ii) in the case of Entitled Shareholders **holding** Outstanding Shares electing Option II Price (as defined in item 3.1 below), the Outstanding Shares shall be transferred to portfolio 7104-8;
- (iii) in the case of Entitled Shareholders **not holding** Outstanding Shares electing Option I Price, the shares shall be transferred to portfolio 7102-1; and
- (iv) in the case of Entitled Shareholders **not holding** Outstanding Shares electing Option II, the shares shall be transferred to portfolio 7108-0.

Shares Subject to the Offering of the Eligible Shareholders managers of the Company shall in no event be computed for purposes of determining a Cancellation of Registration quorum for purposes of item 6.1 below.

2.3. Disclosure of Changes in Outstanding Shares and in Shares Subject to the Offering. In the event of change in the number of Outstanding Shares and of Shares Subject to the Offering resulting from acquisitions of shares issued by the Company by the controlling shareholder and by their connected persons, the Offeror shall cause the Company to disclose a press release, at least two (2) business days prior to the Auction Date, informing the market on the final number of Outstanding Shares and Shares

Subject to the Offering. As of the date of this Notice, the Offeror is not aware of any trading of shares already envisaged by the controlling shareholder and/or its connected parties. Subject to the provisions of article 15-B of CVM Ruling 361, the Offeror and its connected parties reserve the right to conduct tradings with shares issued by the Company, and the Offering Price cannot be lower than the highest price per share paid by the Offeror or by persons connected to it in transactions carried out during the Offering period.

2.4. Shares Free and Clear from Restrictions. As a condition to participate in the Offering, the Shares Subject to the Offering must be free and clear from any security interest, lien, encumbrance, usufruct or anything otherwise affecting the ability of the Offeror (i) to fully and immediately exercise all patrimonial, political and any other rights resulting from the ownership of the Shares Subject to the Offering, or (ii) to comply with securities trading rules contained in the regulation of transactions of the BOVESPA Segment of the BM&FBOVESPA.

2.5. Dividends and Interests on Shareholders' Equity. Dividends and Interests on Shareholders' Equity Should the Company declare at any time dividends or interests on shareholders' equity, any person recorded as legal or beneficial owner of ordinary and preferred shares issued by the Company as of the date mentioned in the corporate act resolving on the declaration of such dividends or interests on shareholders' equity shall be entitled to the payment thereof.

2.6. Validity. Subject to the provisions of item 6.4 below, the present Offering is valid for a term of thirty-three (33) days) starting on August 27, 2015, which is the date of publication of this Notice, and ending on [•], the date of effective conduction of the Auction.

2.7. Change or Cancellation of the Offering. With due regard to the provisions of item IX of article 4th of CVM Ruling 361, the Offering is unchangeable and irrevocable from the date of publication of this Notice ahead, except if, according to article 5th of CVM Ruling 361, (i) regardless of authorization from CVM, if such modification aims at improving the Offer for the benefit of the Shareholders or involves a waiver by the Offeror of a condition established by it to the conduction of the Offering; (ii) upon expressly and previously authorization by CVM (a) there shall be material, subsequent and unforeseeable change in the factual circumstances existing as of the date hereof, causing a relevant increase in the risks assumed by the Offeror and inherent to the Offering and (b) if the Offeror shall evidence that legal acts and transactions leading to the conduction of the Offering shall become void if the cancellation of the Offering is granted. The extension, cancellation or any other modification of the Offering shall require the publication of an addendum to the Notice highlighting the cancellation or the modifications introduced and, if applicable, the remaining term of the Notice and the designation of a new date for the conduction of the Auction, which shall observe the following terms: (a) a minimum term of ten (10) days, in cases of increase of the

Offering Price (as defined in item 3 below), or waiver of any condition for the conduction of the Offering, or twenty (20) days in the other cases, counted from the publication of the addendum; and (b) a maximum term of thirty (30) days counted from the publication of the addendum or forty-five (45) days counted from the publication of the Notice, whichever is longer. Authorization for modification or cancellation of the Offering shall be presumed to have been granted in the absence of manifestation by the CVM within a 10-day term counted from the date of filing of the request for modification or cancellation of the Offering.

3. Offering Price.

3.1. Price: Shareholders adhering to the Offering shall have two options to sell their Shares Subject to the Offering, with due regard to the adjustment provided for in this Section 3, and subject to any applicable taxes ("Offering Price"):

(i) Option I - Price in Installments: A Shareholder electing "Option I" shall receive (a) an initial amount of R\$6.6763 per share (equivalent to 75% of the Closing Price and to 100% of the On-Demand Portion), as updated in accordance with the daily average variation of the Referential Rate of the Special Settlement and Custody System of the Central Bank of Brazil, published by ANBIMA - the Brazilian Association of Financial and Capital Markets Entities (the "SELIC Rate"), pursuant to item 3.3 below, to be paid in cash by Offeror within the BM&FBOVESPA on the Settlement Date (as defined in item 5.5 below) (the "Initial Installment"); (b) new payments, to be made outside the scope of BM&FBOVESPA, upon any release of funds deposited in the Senior Escrow Account ("Deferred Payments"), as provided for in items 1.4.2 and 1.4.3 above, in the same amounts released to Sellers of the Controlling Shares, subject to Offeror's right to deduct from such Deferred Payments any payments made by Sellers of the Controlling Shares to the Offeror or to CCB as negative adjustment of the Closing Price, in accordance with the Agreement, and (c) additional payments, to be made by Offeror, outside the BM&FBOVESPA, corresponding to the amount of any restitution or tax credits actually received and used by the Company after August 29, 2014, if any, resulting from the PIS and COFINS Lawsuits, in the same proportion that the Shares Subject to the Offering held by it represent in the aggregate shares issued by the Company (excluding treasury shares), upon the same terms and conditions for Sellers of the Controlling Shares provided for in item 1.4.1 above ("Minority Additional Payment" and, together with the Initial Installment and the Deferred Payments, the "Option I Price").

For purposes of assuring (a) indemnification, by Shareholders electing Option I, of Indemnifiable Losses; and (b) the making of the Deferred Payments, Offeror shall deposit, on the Settlement Date, a sum ("Withheld Portion") of R\$1.6450

per share (corresponding to the difference between the Interim Adjusted Amount and the Initial Installment), as updated by reference to the daily average variation of the SELIC Rate, subject to Post-Closing Adjustments. The Withheld Portion shall be deposited by the Offeror in an escrow account in the name of the Offeror kept with the Depositary Agent ("Escrow Account"), outside the scope of the BM&FBOVESPA. The Escrow Agreement was created pursuant to the provisions of the agreement entered into by and between the Offeror and the Depositary Agent on August 6, 2015, governing the main terms and conditions for the maintenance, investment and release of the Withheld Portion ("the "Escrow Agreement"). The deposit of the Withheld Portion in the Escrow Account does not discharge the Offeror's obligation to make Deferred Payments in the same amounts per share as those released from the Senior Escrow Account. Accordingly, in the event that the funds deposited in the Escrow Account are insufficient to make the Deferred Payments in the same amounts per share as those released from the Senior Escrow Account to Sellers of the Controlling Shares, the Offeror will be required to pay directly to Shareholders electing Option I the difference between the amount per share released from the Senior Escrow Account and the amount per share released from the Escrow Account. On the other hand, in case the funds deposited in the Escrow Account exceed the amount required to make the Deferred Payments, the Offeror may, at the end of the term of the Escrow Account, withdraw for its own account any surplus funds.

Option I Price shall be adjusted to reflect the final amount of the Post-Closing Adjustments, as follows: (a) in case the final amount of the Post-Closing Adjustments shall result in a final value per share lower than the Interim Adjusted Amount, but higher than the amount of the Initial Installment, a price adjustment shall be made by means of the withdrawal, by the Offeror, of the amount of the adjustment that exceeds the Initial Installment deposited in the Escrow Account; (b) in case the final amount of the Post-Closing Adjustments shall result in a final value per share lower than the Initial Installment, the Offeror may withdraw 100% of the Withheld Portion and shall be entitled to deduct from any Minority Additional Payments the amount of adjustment exceeding the amount of the Withheld Portion; (c) in case the final amount of the Post-Closing Adjustments shall result in a final value per share higher than the Interim Adjusted Amount, but lower than the Closing Price, the adjustment amount shall be fully deposited in the Escrow Account; and (d) in case the final amount of the Post-Closing Adjustments shall result in a final value per share higher than the Closing Price, the adjustment amount shall be deposited in the Escrow Account until the amount of the Withheld Portion reaches the amount of the Escrow Portion and the adjustment amount that exceeds the Closing Price ("Adjusted Surplus Amount") shall be paid partially on demand and partially by means of deposit into the Escrow Account, subject to proportion of seventy-five percent (75%) paid on demand to the Shareholders and twenty-five percent

(25%) deposited in the Escrow Account. Except as regards Post-Closing Adjustments, the Withheld Portion shall be subject to the same rules and conditions as to deductions, investments, disinvestments or reinvestments by the Depository Agent set forth in the Senior Escrow Agreement.

(ii) Option II - Price on Demand: A Shareholder electing “Option II” shall receive an amount of R\$7.3000 per share, as updated in accordance with the daily average variation of the SELIC Rate pursuant to item 3.3 below, to be paid in cash by Offeror within the BM&FBOVESPA on the Settlement Date in a single installment which shall not be subject to deduction or withholding, provided that such Shareholder will not be entitled to the Withheld Portion, to any Deferred Payments or to any Minority Additional Payments, nor to any new deposit in the Escrow Account or payment resulting from any Post-Closing Adjustments (including the Surplus Adjustment Amount), or any other payment to be made from the Escrow Account (“Option II Price”).

3.1.1. Subject to the provisions of item 3.3 below, the Initial Installment and Option II Price shall be adopted for purposes of recording of offers and effecting of transactions with two decimal places.

3.1.2. The price for the transaction of the Auction for a Shareholder electing Option I shall correspond solely to the amount of the Initial Installment, with two decimal places.

3.1.3. For the sake of clarity, the Company did not conduct any public or private subscription during the past twelve (12) months, therefore, the requirements of article 19, caput, and sole paragraph of CVM Ruling 361 do not apply.

3.2. Fair Price. The Initial Installment and Option II Price are, respectively, 2.71% and e 12.31% higher than the minimum point of the price range indicated in the appraisal of the Company’s shares prepared by the Appraiser (as defined in item 7.1 below), independently, and is supported by the Appraisal Report (as defined in 7.1. below) prepared for such purpose by the Appraiser.

3.3. Accruing Interests: The Initial Installment and Option II Price shall accrue interest in accordance with the daily average variation of the SELIC Rate, calculated *pro rata temporis* from and including the Closing Date until the Settlement Date, according to the latest SELIC Rate published by such date. Deferred Payments shall accrue interests in accordance with the daily average variation of the SELIC Rate, calculated *pro rata temporis* from the date of release of funds deposited in the Senior Escrow Account to Sellers of the Controlling Shares until the date of their payment to Shareholders electing Option I. The Minority Additional Payment shall accrue interests

in accordance with the daily average variation of the SELIC Rate, *calculated pro rata temporis* from the date the Additional Payment to Sellers of the Controlling Shares until the date of their payment to Shareholders electing Option I. In the event of extinction or non-availability of the SELIC Rate for more than 30 days, the replacing official index shall be applied. In the absence of such index, the average SELIC Rate disclosed for the past 12 months shall be applied.

3.4. Dividends and Interests on Shareholders' Equity. Adjustments for Dividends and Interests on Shareholders' Equity Any dividends or interests on shareholders' equity declared by the Company and related to shareholdings prior to the Auction Date shall be deducted from the Offering Price, if the Shares Subject to the Offering become ex-dividends or ex-interests on shareholders' equity until the Auction Date.

3.5. Adjustments for Share Grouping or Split. In the event that the share capital of the Company shall be amended prior to the Auction Date by virtue of share grouping or split, the Offering Price shall be adjusted to reflect the change in the resulting number of Shares, and shall be widely disclosed by means of a press release.

3.6. Disclosure of Price Adjustment. In the event of adjustment of the Offering Price pursuant to items 3.4 and 3.5 above, the Offeror shall cause the Company to issue a press release informing the new Offering Price to the market.

3.7. Rounding. In the event that, after any adjustments provided for in this Notice, the Offering Price results in a sum of more than two decimal places, the second decimal place shall be disregarded from such resulting sum, without any rounding.

3.8. Price Variation. The Auction shall follow procedures assuring to the Offeror, during the Auction, a right to increase (i) solely the Option I Price; (ii) solely the Option II Price; or (iii) the Option I Price and the Option II Price simultaneously; the new price, as applicable, shall extend to all shareholders accepting previous bids, according to the provisions of item I of paragraph 2nd of article 12 of CVM Ruling 361, and these latter may change their election of the price chosen theretofore. Furthermore, for clarification purposes, in the event that Option I Price is increased, the difference between the new price and the previous price shall be fully incorporated to the Initial Installment.

3.9. Information to the BM&FBOVESPA. The Offeror shall send written notice to the Director of Transactions of the BM&FBOVESPA at least three business days prior to the Auction Date, informing the Initial Installment and Option II Price with two decimal houses, as updated until the Auction Date.

4. Proceedings of the Offering.

4.1. Eligibility. Shareholders willing to participate in the Auction shall apply for eligibility for such purpose from the date of publication of this Notice until **6:00 p.m.**

**(Brasília time) on the business day prior to the Auction Date** (“Eligibility Term”). For such purpose, the Shareholders shall accredit any broker entity authorized to operate in the BOVESPA Segment of the BM&FBOVESPA elected at its discretion (“Broker”) to represent it at the Auction (as defined in item 5.1 below). After accrediting a Broker to represent it in the Auction, the Shareholder shall apply for its eligibility to participate in the Auction. For eligibility purposes, the Shareholder shall present all documents listed in item 4.2 below and any other documents requested by its chosen Broker.

4.1.1. Once eligible for the Auction, the Shareholder shall direct its accredited Broker to sell the Shares Subject to the Offering for its account and on its behalf at the Auction, designating Option I or Option II.

4.1.2. Shareholders owning Outstanding Shares willing to expressly agree with the Cancellation of Registration but unwilling to sell their Outstanding Shares, as well as Shareholders owning Outstanding Shares willing to dissent from the Cancellation of Registration are also required to apply for eligibility to participate in the Auction, for purposes of article 16, II of CVM Ruling 361, following the proceedings outlined in items 4.2., 4.7.1. and 4.7.2 below.

4.2. Documents Required for Eligibility Purposes. For purposes of applying for eligibility and to participate in the Auction, Shareholders shall have stated their relationship with the Broker of its choice, pursuant to item 4.2.3 below. If the Shareholder has not yet performed such proceeding, it shall start the relationship with its chosen Broker before the deadline established in item 4.1 above, either personally or by means of a duly appointed proxy. For eligibility purposes, a Shareholder shall deliver to its chosen Broker a certified copy of the following documents, provided that for registration purposes, additional documents or information may be requested by Brokers:

(a) Natural Persons: Certified copy of evidence of enrollment as a Taxpayer with the CPF/MF, of the ID Card and of residential address. Legal representatives of minors, interdicts and Shareholders represented by proxy shall submit the relevant documentation granting representation powers and certified copies of the CPF/MF and ID Cards of the Representatives. Legal representatives of minors and interdicts should also submit the relevant judicial authorization to participate and sell shares in the Auction.

Shareholders holding positions in the Board of Directors and/or Board of Executive Officers of the Company shall expressly indicate to the Brokers that they do not hold Outstanding Shares and, therefore, should not be considered in the computation of “Selling Shareholders” or “Non-Selling Agreeing Shareholders” for the purposes set forth in items 4.7 and 6.1. The Intermediary Institution shall be liable for informing to Brokers any Shareholders holding

positions in the Board of Directors and/or Board of Executive Officers of the Company and who, therefore, do not hold Outstanding Shares, so that they may be considered in the computation of “Selling Shareholders” or “Non-Selling Agreeing Shareholders” for the purposes set forth in items 4.7 and 6.1 below.

(b) Legal Persons: (b) Legal Persons: certified copy of the latest consolidated articles of incorporation or bylaws, of evidence of enrollment as a Taxpayer with the CNPJ/MF, corporate documentation granting representation powers and certified copies of the CPF/MF, ID Card and evidence of residential address of their representatives. Investors residing abroad may be required to present other representation documents to their respective Brokers.

(c) Foreign Investors holding investments in reliance upon the mechanism provided by CMN Resolution 2,689/00 dated January 26, 2000, as amended (“CMN Resolution 2,689/00”): Any foreign investor non-resident in Brazil investing in Shares Subject to the Offering by means of the mechanism provided by CMN Resolution 2,689/00 should, in addition to the documents listed in items (a) and (b) of this item 4.2, as applicable, also furnish to the chosen Broker, prior to the Eligibility Term, besides the documents listed in (a) or (b) above, including a certified copy of the evidence of enrollment with the CPF/MF or CNPJ/MF, as applicable, a document attesting to its number of registration with the CVM and with the Central Bank of Brazil (this latter known as the RDE-Portfolio number), to be obtained by means of the electronic system of such entity, as well as a statement of its legal custody position attesting to the number of Shares Subject to the Offering owned by it and offered in the Auction. Foreign Investors are advised to contact their chosen Broker sufficiently in advance and no later than five (5) business days prior to the expiration of the Eligibility Term.

(d) Foreign Investors holding investments made under Law n° 4,131, dated September 03, 1962, as amended (“Law 4,131/62”): any foreign investor investing through the mechanism provided by Law 4,131/62 should, in addition to the documents listed in items (a) and (b) of this item 4.2, as applicable, and other documents eventually requested by the Broker in charge of its eligibility, also furnish to such Broker, prior to the Auction Date: (a) a statement containing the number of Shares intended to be sold in the Auction; (b) authorization for the Company to record the transfer of any Shares sold to the Offeror in the RDE-IED system (Electronic Declaratory Registration - Direct Foreign Investment) of the BACEN, after the Settlement Date, including in such authorization the necessary data and information for purposes of such recordal; (c) a power of attorney granting powers to the Intermediary Institution to sign all documents and to perform all acts required to carry on simultaneous foreign exchange transactions; and (d) the number of the Direct Foreign Investment (“IED”) of the BACEN and evidence of any investment made in the Company through the IED

screen of the BACEN. Shareholders residing abroad may be required to present further documentation requested by the Broker. Foreign Investors are advised to contact their chosen Broker sufficiently in advance and no later than five (5) business days prior to the expiration of the Eligibility Term.

(e) Universality of Property (such as estates and investment funds): address, phone number and e-mail of the representative and certified copy of the documentation evidencing the powers of such representative to act in connection with the Offering. Representatives of an estate shall also submit the relevant judicial authorization to participate and sell Shares in the Auction, as well as certified copies of their evidence of enrollment with the CPF/MF and ID Card.

4.2.1. Representations of Shareholders. Each Shareholder eligible to participate in the Offering as provided for in this Notice by doing so will represent and warrant to the Offeror that: (i) it is the legal and beneficial owner of the Shares Subject to the Offering intended to be sold in the Offering; (ii) it is allowed to participate in the Offering; and (iii) as regards the Shareholders that accept the Offering, the Shares Subject to the Offering intended to be sold in the Offering are free and clear from any security interest, lien, encumbrance usufruct or anything otherwise affecting the ability of the Offeror to exercise any rights pertaining to such Shares or to freely dispose of the same.

4.2.2. Eligible Shareholder. Any Shareholder eligible to participate in the Auction in accordance with this Section 4, shall hereinafter be referred to as “Eligible Shareholder”.

4.2.3. Opening of Account with a Broker. Any Shareholder willing to apply for eligibility to participate in the Auction should have an account previously opened with a Broker authorized to operate in the BOVESPA Segment of the BM&FBOVESPA, selected at its discretion. If such Shareholder does not have an account with a Broker authorized to operate in the BOVESPA Segment of the BM&FBOVESPA and is willing to participate in the Auction, it should open such an account as soon as practical and comply with the specific proceedings of the relevant Broker.

4.2.4. Authorization Form and Deed of Statement. Shareholders willing to accept Option I shall fill in (i) a deed of statement related to the Option I Price and the Escrow Agreement for participation in auctions, in which they represent, for all legal purposes and effects, that they agree with all terms of the Option I Price and of the Escrow Agreement and, although not being parties to the Escrow Agreement, they are aware of and bound to all of their terms and conditions (“Deed of Statement”); and (ii) a form authorizing (a) remittance, by the Broker and by the BM&FBOVESPA, to the record agent engaged within the scope of the Offering (“Record Agent”), of information on their identity and

number of shares transferred in the Auction, including information included in the Deed of Statement, and (b) the Record Agent to transmit such information to the Offeror and the Depository Agent and to any of their respective affiliates (“Authorization Form”). Shareholders shall send the Authorization Form duly filled in and with the signature duly certified by a notary public to the Broker until the Eligibility Term. Broker shall send the Authorization Forms related to Shareholders represented by it to BM&FBOVESPA until 11:00 a.m. (Brasília time) on the Auction Date. Non receipt of the Authorization Form by BM&FBOVESPA within the aforesaid term shall lead to the cancellation of the eligibility of Shareholder for the Auction and of the sale orders placed by it, if applicable.

4.3. Shares Held in Custody by the Custodian. Shareholders which Shares Subject to the Offering are held in custody at Banco Bradesco S.A., depositary financial institution of the Shares Subject to the Offering (“Custodian”), shall apply for eligibility for the Auction by accrediting its Broker pursuant to item 4.2 above, until the Eligibility Term, so as to allow the transfer of their Shares Subject to the Offering to the custody of the Depository Facility. Any Eligible Shareholder willing to sell its Shares Subject to the Offering in the Offering should, by means of its custody agent at the Depository Facility, transfer the Shares Subject to the Offering owned by it to the corresponding portfolio indicated in item 2.2 above, held by the Depository Facility exclusively for such purpose.

4.3.1. Sale orders placed for Shares Subject to the Offering not deposited in the corresponding portfolio referred to in item 2.2 above before 1:00 p.m. (Brasilia time) on the Auction Date shall be cancelled by the BM&FBOVESPA prior to the start of the Auction.

4.4. Responsibility for Actions. Shareholders shall be the sole and exclusive responsible for taking all necessary actions to cause the transfer of Shares Subject to the Offering owned by it to the custody of the Depository Facility to be timely made, so as to allow their eligibility for the Auction in the manner and within the terms provided for in this Notice. Any Shareholder failing to timely deliver all documents requested by the Broker for purposes of eligibility for the Auction, or not transferring its Shares Subject to the Offering to the custody of the BM&FBOVESPA Depository Facility as provided for in this Notice, shall not be eligible to participate in the Auction. Each Eligible Shareholder willing to participate in the Offering shall take all action to assure that any Shares Subject to the Offering intended to be sold by it in the Offering are duly and timely deposited in accordance with BM&FBOVESPA’s rules, so as to allow its eligibility for the Auction as well as settlement of the Auction, as provided for in this Notice. The internal proceedings of the respective Brokers, custodians, representatives of non-resident investors and of the BM&FBOVESPA must be complied with, and Shareholders should timely take all actions required for purposes of eligibility for, and participation in, the Auction. Furthermore, it is the exclusive responsibility of

Shareholders to take the necessary actions to assure that their Shares Subject to the Offering are custodied at the Depository Facility until **6:00 p.m. (Brasília time)** on the business day immediately preceding the Auction. The Offeror, the Intermediary Institution and the BM&FBOVESPA shall not be liable for any loss, claim, damage or obligations resulting from the Shareholders' non-compliance with the eligibility requirements provided for in this Notice and, consequently, non-participation of any Eligible Shareholder in the Auction.

4.5. Proceedings Related to Share Loan Agreements - BTC. Shareholders holding lending positions under "Asset Loans" willing to apply for eligibility to participate in the Auction should observe the following proceedings:

(i) Agreements having early settlement provisions. The lender shall request the settlement, through the BTC system, subject to the term established for the return of the Shares Subject to the Offering by the borrower, namely: **until 8:00 p.m. (Brasília time)** on the third business day (D+3) from the date of request, for requests made until 9:30 a.m. or **8:00 p.m. (Brasília time)** on the fourth business day (D+4) from the date of request, for requests made after 9:30 a.m. (Brasília time).

(ii) Agreements without early settlement provisions. The lender shall request the amendment of the agreement, through the BTCNET system, so that the field "Reversible Lender" be changed from "NO" to "YES". Amendment to include early settlement of the loan agreement is conditioned upon acceptance by the borrower. In the event of amendment of the agreement, the same proceeding provided for agreements having an early settlement clause shall be followed.

4.5.1. In such cases, the lender shall receive the Shares Subject to the Offering in its custody account with sufficient time to allow their transfer to the corresponding portfolio pursuant to item 2.2 above of this Notice and to comply with all other requirements set forth in this Notice for purposes of eligibility and to become an Eligible Shareholder.

4.5.2. In the event of failure by the borrower to return the Shares Subject to the Offering within the established term, the proceedings described in Chapter VI of the Operational Proceedings of the Clearing, Settlement and Operational Risk Management Facility of the BOVESPA Segment and of the Depository Facility shall apply.

4.6. Acceptance and Withdrawal of the Offering.

4.6.1. Acceptance of the Offering shall be made by the Broker for the account and on behalf of the Eligible Shareholder willing to accept the Offering and who complied with the eligibility requirements outlined in items 4.1, 4.2 above and

their sub-items, upon registration of the order of sale in the Auction in the name of the relevant Eligible Shareholder.

4.6.2. Any Eligible Shareholder willing to cancel its order of sale in the Auction shall contact its Broker sufficiently in advance to allow the Broker to cancel such order or to reduce the number of Shares Subject to the Offering included in that order of sale, with due regard to the provisions of item 5.4 below.

4.7. Statement on the Cancellation of Registration. For purposes of verifying the Condition to the Cancellation of Registration referred to in item 6.1 below, Eligible Shareholders holding Outstanding Shares may state their agreement with or dissent from the Cancellation of Registration, as provided for ahead:

4.7.1. Eligible Shareholders Owners of Outstanding Shares and Willing to Sell Their Shares. Eligible Shareholders owning Outstanding Shares and willing to sell their Shares in the Auction shall be deemed to have automatically stated their agreement with the Cancellation of Registration, with no need for any further action (“Selling Shareholders”).

4.7.2. Eligible Shareholders Owners of Outstanding Shares and Not Willing to Sell Their Shares. Eligible Shareholders owning Outstanding Shares and agreeing with the Cancellation of Registration, but not willing to sell their Shares in the Auction (“Non-Selling Agreeing Shareholders”), shall fill in the option of agreement with the Cancellation of Registration in the form provided for the statement of agreement for purposes of the Offering (“Statement of Agreement Form”) in two counterparts, which may be obtained from the website of the Intermediary Institution or of the Company, and in other websites designated in item 12.7 below of this Notice, expressly indicating that the Shareholder (a) agrees with the Cancellation of Registration; (b) but is not willing to sell to the Offeror the Outstanding Shares owned by it, also representing to be aware that: (i) its Outstanding Shares shall be unavailable for disposition until the Settlement Date; and (ii) after the Cancellation of Registration, it will no longer be possible to dispose of its Outstanding Shares in the BM&FBOVESPA. After being duly filled in, the Statement of Agreement Form shall be delivered until 6 p.m. (Brasília time) on the business day preceding the Auction Date to the Broker representing the Shareholder in the Auction, which, in its turn, shall deliver such form to the Director of Transactions of the BM&FBOVESPA until 1 p.m. on the Auction Date.

4.7.3. Dissenting Eligible Shareholders Owners of Outstanding Shares. Eligible Shareholders shall be deemed as dissenting from the Cancellation of Registration if they are owners of Outstanding Shares and cumulatively (i) do not sell their Shares in the Auction; and (ii) have not expressly filled the

Statement of Agreement Form, with no need for any further action (“Dissenting Eligible Shareholders”). Dissenting Eligible Shareholders shall be deemed to be automatically representing to be aware that (i) they are refraining from selling any of their Outstanding Shares in the Auction, provided that such Outstanding Shares shall be unavailable for disposition until the Settlement Date; and (ii) after the Cancellation of Registration, it will no longer be possible to dispose of such Outstanding Shares in the BM&FBOVESPA.

## 5. Auction

5.1. Date and Place of the Auction. The auction of the Offering (“Auction”) shall be held on the **28th day of the month of September, 2015, at 4:00 p.m. (Brasília time)** (the “Auction Date”), at the electronic trading system of the BOVESPA Segment of the BM&FBOVESPA. The Auction shall observe the rules established by the BM&FBOVESPA, and the Selling Shareholders shall meet the requirements for trading of securities at the BM&FBOVESPA.

5.2. Interference in the Offering or in the Auction. Interference in the Offering or in the Auction from brokers representing third party buyers in the Auction shall be permitted, provided that: (a) (i) the first buying interference is made for a price at least 5% higher than the Option II Price; (ii) the interference comprises the entire lot, pursuant to article 12, §2nd, II, of CVM Ruling 361; and (iii) the interference is announced ten (10) days prior to the Auction Date, according to article 12, §4th, of CVM Ruling 361; or (b) the interfering entity has launched a competing offering or has applied for registration of a competing offering at the CVM, as applicable, within the ten (10) days preceding the Auction Date, in accordance with the provisions of article 13, §2nd, of CVM Ruling 361.

5.2.1. In the event that a notice is published or a request for registration of a competing offering is filed, the CVM may (i) postpone the Auction Date, (ii) establish a term within which all competitors may submit their final bids, or (iii) order a joint auction, setting the date, time and rules for its conduction.

5.3. Proceedings of the Brokers. Until 1:00 p.m. (Brasília time) on the Auction Date, each of the Brokers contemplated in this Notice shall record in the Electronic Trading System of the BOVESPA Segment of the BM&FBOVESPA, as applicable, the sale offers containing the number of Shares held by the relevant Eligible Shareholders (indicating the selection of Option I or Option II) to be represented by them in the Auction, by means of the following codes:

- (i) BICB11L - Eligible Shareholders holding ordinary shares electing Option I Price;

- (ii) BICB3L - Eligible Shareholders holding ordinary shares electing Option II Price;
- (iii) BICB12L - Eligible Shareholders holding preferred shares electing Option I Price;
- (iv) BICB4L - Eligible Shareholders holding preferred shares electing Option II Price;

5.4. Amendment, Cancellation and Confirmation of the Offering. Until **1:00 p.m.** (Brasília time) on the Auction Date, Brokers representing Eligible Shareholders may record, cancel or amend the offers recorded in the Electronic Trading System of the BOVESPA Segment of the BM&FBOVESPA. After 1:00 p.m. (Brasília time) on the Auction Date until the start of the Auction at 4: p.m. (Brasília time), solely the cancelation, reduction of number or reduction of price of sale offers shall be permitted. After the start of the Auction, sale offers shall be deemed irrevocable and irreversible for any and all purposes; reduction of price shall only be permitted to shareholders eligible under this Notice.

5.4.1. It is incumbent upon the Broker to record sale orders comprising Shares Subject to the Offering deposited in the portfolios referred to in item 4.3 above of this Notice, as applicable.

5.4.2. Record of Transactions.

- (i) Shareholders electing to sell ordinary shares under Option I (BICB11L) shall have their transactions recorded at the Option I Price plus interest, according to item 3.3 above of this Notice;
- (ii) Shareholders electing to sell ordinary shares under Option II (BICB3L) shall have their transactions recorded at the Initial Installment price plus interest, according to item 3.3 above of this Notice;
- (iii) Shareholders electing to sell preferred shares under Option I (BICB12L) shall have their transactions recorded at the Option I Price plus interest, according to item 3.3 above of this Notice;
- (iv) Shareholders electing to sell preferred shares under Option II (BICB4L) shall have their transactions recorded at the Initial Installment price plus interest, according to item 3.3 of this Notice;

The deposit, by the Offeror, of the Withheld Portion, the Deferred Payments an of the Minority Additional Payment, as well as any new deposit in the Escrow Account or payment to Shareholders electing Option I resulting from any Post-

Closing Adjustments, including the Surplus Adjustment Amount, shall be settled by the Offeror pursuant to items 5.5.1, 5.5.2 and 5.5.3 below, and no liability whatsoever shall be attributable to BM&FBOVESPA or to the Intermediary Institution for such payments.

5.5. Financial Settlement of the Offering. The financial settlement of the Offering (in the event of Option I, solely in respect of the Initial Installment, excluding any Minority Additional Payment, as well as any new deposit in the Escrow Account or payment to Shareholders electing Option I resulting from any Post-Closing Adjustments, including any Surplus Adjustment Amount) shall be performed by the Offeror on the third business day after the Auction Date, that is, on October 1<sup>st</sup>, 2015 (“Settlement Date”), according to the rules of the Clearing and Settlement Facilities of the BM&FBOVESPA (“Settlement Facility”), through the gross settlement module, which provides for financial settlement based upon the gross amount of the Offering. The Settlement Facility shall not be the central counterparty guaranteeing the Auction, but shall act solely as facilitator of the settlement of the Auction and shall be responsible (a) for the receipt of funds of the Offeror and the Shares Subject to the Offering from Selling Shareholders through their custody agents; and (b) for the transfer of the Offeror’s funds to the Selling Shareholders and the transfer of the shares in question to the Offeror. It shall be exclusively incumbent upon the Selling Shareholder to take appropriate action to assure that its custody agent authorizes the transfer of the Shares Subject to the Offering to the Depository Facility for settlement of the Offering on the Settlement Date. Failure of the custody agent to authorize delivery of the Shares Subject to the Offering to BM&FBOVESPA during the settlement procedure shall imply non-settlement of the portion sold by the relevant Selling Shareholder. In the event of any flaw in the settlement procedure owing to lack of authorization for the custody agent to transfer the Shares Subject to the Offering for purposes of timely settlement of the transaction, the relevant Selling Shareholder shall be fully liable for any costs and charges resulting from such flaw.

5.5.1. The deposit, by the Offeror, of the Withheld Portion shall be performed outside the Settlement Facility, directly into the Escrow Account, on the Settlement Date, provided that such deposit and any payment to Shareholders electing Option I to be made from such Escrow Account shall not have the financial settlement guaranteed by the Intermediary Institution.

5.5.2. Any payment eventually due and payable to Shareholders electing Option I on account of Post-Closing Adjustments (including the Surplus Adjustment Amount) shall be made by the Offeror, (a) by means of deposit directly in the Escrow Account, or (b) by means of the financial settlement of the due and payable amount in the bank accounts designated by Shareholders electing Option I, in accordance with the rules set forth in item 3.1(i) above of this Notice, within five (5) business days from the making of any payment to Sellers of the Controlling Shares resulting from Post-Closing Adjustments (including

the Surplus Adjustment Amount) and, thus, shall not have the financial settlement guaranteed by the Intermediary Institution. The banks indicated by the Shareholders on the Deed of Statement shall have at least one branch in each capital of the Brazilian States.

5.5.3. Financial settlement of any Deferred Payment or Minority Additional Payment shall be performed outside the Settlement Facility, by means of deposit by the Offeror directly (or by means of release of funds deposited in the Escrow Account, in case of Deferred Payments) in bank accounts designated by Shareholders accepting Option I, within a term of five (5) business days from the payment of any release of funds deposited in the Escrow Account to Sellers of the Controlling Shares, and shall not have the financial settlement guaranteed by the Intermediary Institution. The banks indicated by the Shareholders on the Deed of Statement shall have at least one branch in each capital of the Brazilian States.

5.5.4. Guarantee to the Settlement. In accordance with the provisions of article 7th, §4th, of CVM Ruling 361 and the terms and conditions of the Intermediation Agreement entered into by and between the Intermediary Institution and the Offeror as of August 10, 2015, financial settlement of the Initial Installment and of Option II shall be guaranteed by the Intermediary Institution. Deposit of the Withheld Portion in the Escrow Account and the financial settlement of any Deferred Payment or Minority Additional Payment, as well as any new deposit in the Escrow Account or payment to Shareholders electing Option I resulting from any Post-Closing Adjustments (including the Surplus Adjustment Amount), and any payment to Shareholders electing Option I to be made from the Escrow Account shall not have their settlement guaranteed by the Intermediary Institution.

5.5.5. With due regard to the applicable rules, the Intermediary Institution undertakes to intermediate the Offering and to assist the Offeror throughout all stages, including in what concerns monitoring of future payments involving Transfer of Control, to be made by the Offeror to Sellers of the Controlling Shares pursuant to the provisions of Article 7<sup>th</sup>, §3<sup>rd</sup> of CVM Ruling 361 and other applicable rules.

5.6. Costs, Brokerage Fees and Emoluments. Costs and emoluments of the BM&FBOVESPA and settlement fees of the Settlement Facility related to the sale of Shares Subject to the Offering in the Auction shall be paid by the relevant Selling Shareholder, while those applying to the purchase of Shares Subject to the Offering shall be borne by the Offeror. Expenses with the conduction of the Auction, such as emoluments and other fees charged by the BM&FBOVESPA or by the Settlement Facility, shall observe the prevailing amounts as of the Auction Date and other provisions of the applicable legislation in force.

5.7. Representation in the Auction. The Offeror shall be represented in the Auction by the Intermediary Institution.

6. Cancellation of Registration and Delisting from Level 1.

6.1. Cancellation of Registration. If, pursuant to article 16 of CVM Ruling 361, at the end of the Auction the Selling Shareholders and Non-Selling Agreeing Shareholders shall jointly represent more than 2/3 of the Eligible Outstanding Shares (“Condition for the Cancellation of Registration”), and the requirements for the Cancellation of Registration set forth in articles 47 and 48 of CVM Ruling 480, dated December 07, 2009, as amended, are duly complied with, the CVM shall grant the Cancellation of Registration. The term “Eligible Outstanding Shares” means the sum of all Outstanding Shares held by Selling Shareholders, Non-Selling Agreeing Shareholders and Dissenting Eligible Shareholders.

6.2. Delisting from Level 1. In compliance with the provisions of item 8.1 of the Level 1 Rules, on March 23, 2015 the Shareholders Special Meeting of the Company was held, which approved Delisting from Level 1. Regardless of verification of the Condition for the Cancellation of Registration, the Offeror’s intent is to delist the Company from Level 1 of the BM&FBOVESPA, as the present Offering will have achieved the purpose provided for in art. 57 of the Company's Bylaws and it will no longer be possible for the Company to comply with the obligation to keep the minimum percentage of 25% of Outstanding Shares provided for in Level 1 Rules.

6.3. In the event that the Condition for Cancellation of Registration is not satisfied the Company shall remain registered with the CVM as an issuer of securities, with shares trading in the BM&FBOVESPA stock market - Basic Segment - but shall cease to be subject to the differentiated corporate governance practices required by Level 1 Rules as of the business day immediately following the conduction of the Auction.

6.4. End of Trading and Sale within the Three Months Following the Auction. If the Offeror acquires more than 2/3 of the Outstanding Common Shares or of the Outstanding Preferred Shares, as provided for in article 10, §2<sup>nd</sup> of CVM Ruling 361, any Shareholder willing to sell its Shares Subject to the Offering to the Offeror within the three months following the Auction may submit to the Company a request in this sense. The Offeror shall then be compelled to acquire such remaining Shares Subject to the Offering within a term of three months from the date of conduction of the Auction, for the Option I Price or for the Option II Price, at the sole and exclusive discretion of the Shareholders, and shall accrue interests in accordance with the daily variation of the SELIC Rate calculated *pro rata temporis* from the Settlement Date until the payment date, in accordance with the last SELIC Rate made available theretofore, and adjusted for any dividends and interests on shareholders' equity, share grouping or split possibly

declared or occurred., to be processed within fifteen days after the request presented to the Company by the Shareholder (“Supervening Acquisitions”).

6.4.1. Proceeding. Any Shareholder willing to sell its Shares Subject to the Offering pursuant to item 6.4 above, present at any branch of Banco Bradesco S.A., the bookkeeping agent to the shares of the Company the documentation listed in item 4.2 above. The procedure to be observed for submission of the request shall be made available at the addresses and websites of the Company and of the Intermediary Institution as indicated in item 12.7 below after the conduction of the Auction.

6.4.2. In accordance with article 7th, paragraph 4th of CVM Ruling 361, in the event of exercise of the option referred to in item 6.4 above, the Intermediary Institution shall assure the payment of the final price of the Initial Installment and of the Option II, as applicable, accrued by interests according to the daily average SELIC Rate between the Settlement Date and the effective payment date of the price to the shareholder that exercise such right, in accordance with the last SELIC Rate made available theretofore, and adjusted for any dividends, interests on shareholders’ equity, share grouping or split possibly declared or occurred. Deposit of the Withheld Portion in the Escrow Account and the financial settlement of any Deferred Payment or Minority Additional Payment, as well as any new deposit in the Escrow Account or payment to Shareholders electing Option I resulting from any Post-Closing Adjustments (including the Surplus Adjustment Amount), and any payment to Shareholders electing Option I to be made from the Escrow Account shall not have their settlement guaranteed by the Intermediary Institution.

6.5. Supervening Obligation. The Offeror agrees to pay to Selling Shareholders the upwards difference, if any, of the price received by them for the sale of their Shares Subject to the Offering, updated in accordance with CVM rules from the Settlement Date until the date of actual payment of the amount that would be due, and adjusted by any changes in the number of Shares Subject to the Offering, resulting from bonus, splits, groupings and conversions, is any, and:

(a) the price per Share Subject to the Offering that would be or may be due and payable in the event of occurrence, within one year from the Auction Date, of any fact demanding, or that might demand, the conduction of a mandatory tender offer for the acquisition of shares, such as those listed in items I to III of article 2nd of CVM Ruling 361, according to article 10, I, “a” of CVM Ruling 361.

(b) the value per Share Subject to the Offering to which they would be entitled, were they still shareholders of the Company and dissenting from a resolution of the General Meeting approving the performance of any corporate

act entailing the exercise of a right to exit, where such corporate act occurs within one year from the Auction Date, as provided for in article 10, I, “b” of CVM Ruling 361.

6.6. Redemption of Shares. If, after conclusion of the Offering, the Condition for the Cancellation of Registration shall be complied with and there shall be remaining outstanding shares in the market (as defined in article 4th-A, §2nd, of the Corporations Law) in amount lower than 5% of the aggregate number of shares issued by the Company, the Offeror may call the Extraordinary Meeting of Shareholders of the Company, pursuant to article 4th, §5th, of the Corporations Law, to approve the redemption of the remaining outstanding shares in the market. The redemption price shall be equivalent to the final value for Option I or Option II, as resolved by the Extraordinary Meeting of Shareholders of the Company called for such purpose, including interest accrued in accordance with the variation of the daily average of the SELIC Rate calculated *pro rata temporis* from the Settlement Date until the date of payment, in accordance with the last SELIC Rate made available theretofore, and adjusted for any dividends, interests on shareholders’ equity, share grouping or splits declared or occurred. Payment of the redemption price shall occur within up to 15 days after the Extraordinary Meeting of Shareholders approving the redemption, through a financial institution having branches in all state capitals of Brazil. All information pertaining to the aforementioned redemption shall be disclosed by means of a press release, in accordance with the provisions of item III of article 20 of CVM Ruling 361.

## 7. Appraisal Report

7.1. Appraisal. The Appraiser prepared an appraisal report of the Company dated September 25, 2014, based upon audited consolidated financial statements of the Company as of and for the fiscal years ended December 31, 2013, 2012 and 2011, and revised semiannual financial information of the Company as of and for the period ended June 30, 2014, (collectively, “Financial Statements of the Company”), in compliance with the provisions of article 8th and Exhibit III of CVM Ruling 361 and §4th of article 4th of the Corporations Law (the “Appraisal Report”). According to article 58, §1st of the Bylaws of the Company, selection of the Appraiser was approved by the Extraordinary Meeting of Shareholders held on September 1st, 2014, from a triple list of financial institutions or expert companies submitted to the Board of Directors of the Company. The relevant resolution was passed by a majority of votes of the shareholders representing Outstanding Ordinary Shares attending that Extraordinary Meeting, without computing blank votes.

The table below shows the methodologies used in the Appraisal Report and the respective values per Share.

Summary of the Presented Values	Value per Share		
Weighted average trading price	R\$5.40 (preferred share) and R\$5.71 (ordinary share) (1)		
	R\$7.66 (preferred share) and R\$7.66 (ordinary share) (2)		
	R\$7.07 (preferred share) and R\$7.61 (ordinary share) (3)		
Book value	R\$7.18		
Economic value according to the discounted cash flow method	<b>Minimum</b>	<b>Average</b>	<b>Maximum</b>
	R\$6.50	R\$6.79	R\$7.11

(1) during the 12-month period preceding the disclosure of the press release published on October 31, 2013, related to the acquisition of the Company by the Offeror.

(2) during the 12-month period preceding the disclosure of the press release published on October 31, 2013 and disclosure of the Appraisal report on September 25, 2014.

(3) during the 12-month period preceding the disclosure of the press release published on the Closing Date, related to the Offering

7.1.1. In the Appraiser's opinion, the discounted cash flow method for determination of the range between values per Share Subject to the Offering is the most adequate one to determine the fair price, from a financial standpoint, as it better reflects expectations of future performance of the Company.

7.2. Assumptions and Information Used in the Appraisal. The assumptions and information used in the preparation of the Appraisal Report are described in details on pages 8 to 10, 44 to 51, 62 and 65 of the Appraisal Report.

7.3. Availability of the Appraisal Report. The Appraisal Report containing all assumptions and information used in its preparation is available for examination by any interested party at the registered offices of the Offeror, of the Company, of the Intermediary Institution, of the BM&FBOVESPA and of the CVM, and is also accessible at the websites of the Company, of the Intermediary Institution, of the BM&FBOVESPA and of the CVM, at the addresses indicated in item 12.7 below.

7.4. Representations of the Appraiser. The Appraisal Report, the sole and exclusive entity in charge of the preparation of the Appraisal Report, represented in the Appraisal Report that: (i) the discounted cash flow method for determination of the range between values per Share Subject to the Offering is the most adequate one to determine the fair price, from a financial standpoint, as it better reflects expectations of future performance of the Company. (ii) it has no conflict of interests reducing the necessary independence required for the performance of its duties; (iii) as of the date of this Notice, the Appraiser, its controlling entities and connected persons do not hold Shares, and do not have any Shares under their discretionary management; (iv) it received remuneration in the amount of R\$75,000.00 for the preparation of the Appraisal Report; and (v) other than such R\$175,000.00 remuneration for the preparation of the Appraisal Report, the Appraiser did not receive any values from the Offeror or from the Company as compensation for any services of consultancy, appraisal, audit and the like, within the 12-month period preceding the request for registration of the Offering with the CVM.

7.5. Independent Evaluation. Notwithstanding the existence of the Appraisal Report, each Shareholders should conduct its own independent evaluation of the information contained in such Appraisal Report and in this Notice and decide, in reliance upon its own discretion, on the convenience and interest of disposing of its respective Shares Subject to the Offering under the present Offering.

7.6. Expiration of the Term to Request a New Appraisal. The term provided for Shareholders to request the Company's managers to call a special General Meeting of Shareholders to resolve on the preparation of a new appraisal report, pursuant to article 4th-A of the Corporations Law, began on March 30, 2015, as per a press release disclosed by the Company on March 27, 2015, and expired on March 13, 2015, during which the Company received no request to call a special general Meeting of Shareholders.

## 8. Information of the Company

8.1. Identification Information. The Company is a publicly-held corporation listed in Level 1 of the BM&FBOVESPA, with registered offices in the City of São Paulo, State of São Paulo, at Avenida Brigadeiro Faria Lima, nº 4.440, 1st to 5th floors, Itaim Bibi, ZIP Code 04538-132, enrolled as a Taxpayer under CNPJ/MF nº 07.450.604/0001-89, registered with the CVM as a category "A" issuer under nº.

8.2. Corporate Purpose The Company is a multiple bank and its corporate purpose is to perform credit, debt and ancillary transactions inherent to the relevant authorized portfolios (commercial, investment, real estate credit and credit, financings and investments), including foreign exchange and foreign trade transactions, in accordance with the applicable legal and regulatory provisions in force.

8.3. Brief History of the Company. The Company was incorporated in February 20, 1938, from the conversion of a credit cooperative into a corporation, in the City of Juazeiro do Norte, State of Ceará. In 1972, the Company merged with Banco do Cariri S.A. and in 1974 incorporated Banco dos Proprietários S.A., changing its name to Banco Industrial do Ceará S.A. In 1981, by virtue of the expansion of its activities, the corporate name of the Company was changed to Banco Industrial e Comercial S.A. In 1989, the Central Bank approved a restructuring of the Company into a multiple bank and in 1995 its registered office was changed to the City of São Paulo. In 2007, the Company was registered category A as issuer of securities by the CVM and conducted an initial public offering of shares issued by it, which comprised the issuance of 42,862,230 new shares, listed for trading purposes in Level 1 of the BM&FBOVESPA, totaling an aggregate amount of R\$459,915,645.00. In 2010, the Central Bank ratified the Company's acquisition of Sul Financeira S.A. Credito Financiamentos e Investimentos, which grants loans to natural persons and small-size companies. In 2011, the Company acquired 40% of the share capital of Brasil Factors S.A., a joint venture engaged in factoring and forfaiting services. On October 31, 2013, CCB and the

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Sellers of the Controlling Shares entered into the Agreement, under which CCB, subject to compliance with the Conditions Precedent, undertook to acquire the Controlling Shares. Once the Conditions Precedent were implemented, as of the Closing Date, the Sellers of the Controlling Shares transferred the control of the Company to Offeror by means of the sale of the Controlling Shares.

8.4. Share Capital. As of the date of this Notice, the aggregate share capital of the Company, fully subscribed for and paid-in, is of R\$2,012,809,865.25, divided into 252,903,569 registered shares, in book-entry for and without par value, 160,206,833 of which are ordinary shares and 92,696,736 are preferred shares.

8.5. Shareholdings. As of the date of this Notice, the shareholdings and distribution of the share capital of the Company are the following:

Shareholders	Ordinary Shares		Preferred Shares		Aggregate Share Capital	
	Number	%	Number	%	Number	%
Offeror(1)	157,394,932	98.24	24,702,582	26.65	182,097,514	72.00
Persons Connected to the Offering Managers	0	0	0	0	0	0
Treasury Shares	11	0	324,476	0.35	324,487	0.13
Free Float	0	0	6,398,518	6.90	6,398,518	2.53
	2,811,890	1.76	61,271,660	66.10	64,083,050	25.34
<b>Total</b>	<b>160,206,833</b>	<b>100</b>	<b>92,696,736</b>	<b>100</b>	<b>252,903,569</b>	<b>100</b>

(1) as of the same date, the capital stock of the Offeror was R\$1,646,256,270.00 divided into 1,646,256,271 quotas.

8.5.1. Changes to Shareholdings. Shareholdings in the Company and the distribution of the share capital may change as a result of the acquisition of shares by the controlling shareholder and persons connected to it. In the event of modification in the number of shares held by the controlling shareholder and persons connected to it from the date of this Notice ahead, the Offeror shall cause the Company to disclose a press release no later than two business days prior to the Auction Date, informing the final shareholdings to the market.

8.6. Economic and Financial Indicators of the Company. The table below shows the economic and financial indicators of the Company, based on the historical consolidated accounting statements as of the dates and for the periods indicated:

	Fiscal year ended December 31,		Three-month period ended
	2013	2014	March 31, 2015
<b>Capital Indicators</b>			
Realized Share Capital (R\$ thousands)	1,434,206	2,012,810	2,012,810
Number of Shares, ex-treasury (thousand)	246,198	246,505	246,505
Book Value per Outstanding Share (R\$)	7.93	4.95	4.21
<b>Liquidity Ratios</b>			
Net Assets to Net Shareholders Equity (%) <sup>(1)</sup>	113.30	152.13	209.10
Basle Index (%)	19.07	13.63	11.59
<b>Indicators and Ratio of Activities</b>			
Credit Transactions (R\$ thousands)	10,590,633	9,774,917	9,089,953
Total Assets (R\$ thousands)	15,506,206	15,551,417	15,742,660
Total Deposits (R\$ thousands)	7,048,546	6,675,708	6,519,667

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Shareholders' Equity (R\$ thousands)	1,952,183	1,219,448	1,038,381
Credit transactions/total assets (%)	68.30	62.86	57.74
<b>Debt Ratio (%)<sup>(2)</sup></b>	6.93	11.73	14.13
<b>Indicators and Ratios of Profitability</b>			
Financial Intermediation Income (R\$ thousands)	2,276,920	2,172,970	1,127,183
Net Profit (Loss) (R\$ thousands)	61,256	(735,158)	(177,770)
Financial margin (%) <sup>(3)(4)</sup>	5.33	4.96	3.96
Efficiency Ratio (%) <sup>(5)</sup>	73.29	(92.03)	(58.88)
Average ROAE (%) <sup>(4)(6)</sup>	3.14	(46.36)	(62.99)
Average ROAA (%) <sup>(4)(7)</sup>	0.36	(4.73)	(4.54)
<u>Net Profit (Loss) per Outstanding Share (R\$)</u>	0.25	(2.98)	(0.72)

<sup>(1)</sup> Net Assets to Net Shareholders Equity: Free Cash / Shareholders' Equity)

<sup>(2)</sup> Debt Ratio: (Current Liabilities + Non-Current Liabilities) / Shareholders' Equity

<sup>(3)</sup> Financial Margin: (Result of the financial intermediation - Provision for Doubtful Accounts) / Monthly Average of Revenue Generating Assets.

<sup>(4)</sup> Amount relating to the period ended March 31, 2015 were annualized (multiplied by four (4)) for comparative purposes.

<sup>(5)</sup> Efficiency Ratio: (Personnel Expenses + Administrative Expenses - Premium - Tax Expenses) / (Result of the Financial Intermediation + Service rendering Revenue + Bank Fee Revenue).

<sup>(6)</sup> Average ROAE: Net profit / ((Net Shareholders Equity at the beginning of the period + Net Shareholders Equity at the end of the period) / 2).

<sup>(7)</sup> ROAA: Net Profit / ((Assets at the beginning of the period + Assets at the end of the period) / 2).

Source: Consolidated financial statements of the Company and disclosure of results of the Company and information delivered periodically to the CVM. The following were calculated in reliance upon managerial information of the Company: (i) Monthly Average of Revenue Generating Assets and (ii) Free Cash.

8.6.1. Annual and periodic financial statements of the Company prepared in accordance with Brazilian accounting practices are available at the websites of the Company and of the CVM as indicated in item 12.7 below.

8.7. Historical Information on Dividends. The table below shows a summary of dividends distributed by the Company referring to the results of fiscal years ended December 31, 2012, December 31, 2013 and December 31, 2014:

Fiscal year ended December 31,							
2012			2013			2014	
	Date of Payment.	R\$ thousand		Date of Payment.	R\$ thousand	Date of Payment.	R\$ thousand
Interest on Shareholders' Equity	3/30/2012	26,000	Interest on Shareholders' Equity	3/28/2013	26,000		
Interests on Shareholders' Equity	6/29/2012	26,000	Mandatory Dividend	6/28/2013	26,000		
Interests on Shareholders' Equity	9/28/2012	26,000					
Mandatory Dividend	10/15/2012	10,500					
Interests on Shareholders' Equity	12/28/2012	26,000					
Mandatory Dividend	1/7/2013	5,000					
<b>Total</b>		<b>119,500</b>			<b>52,000</b>		<b>0</b>

8.8. Other Issued Securities. The Company does not have any securities issued in Brazil that has been offered and is currently outstanding.

8.9. Consulting the Financial Statements. The financial statements of the Company were prepared in accordance with Brazilian accounting practices and are available at internet addresses <http://www5.bicbanco.com.br/port/infofinan/demon.asp> (to consult the form of the standardized financial statements of the Company as of and for the fiscal year ended December 31, 2014, please access website <http://www5.bicbanco.com.br/port/infofinan/demon.asp?ano=2014>. To consult the form of the standardized financial statements of the Company as of and for the fiscal year ended December 31, 2013, please access website <http://www5.bicbanco.com.br/port/infofinan/demon.asp?ano=2013> and [www.cvm.gov.br](http://www.cvm.gov.br) (to consult the form of the standardized financial statements of the Company as of and for the fiscal year ended December 31, 2014 and December 31, 2013, please access in this website the link "Consulta à Base de Dados", then click the link "Companhias", then the link "Documentos e Informações de Companhias", then type "Bicbanco", then the link "BANCO INDUSTRIAL E COMERCIAL S.A.", then click the link "DFP" and finally click the applicable link "Consulta" on the respective table of the Page).

## 9. Information of the Offeror

9.1. Identification Information. The Offeror is a limited liability company with registered offices in the City of São Paulo, State of São Paulo, at Rua Boa Vista 254, 13th floor, part, Centro, CEP 01014-907, enrolled as a Taxpayer under CNPJ/MF nº 18.225.207/0001-20.

9.2. Corporate Purpose, Segments of Operation and Business Activities. The corporate purpose of the Offeror is to hold interests in financial institutions and other institutions authorized to operate by the Brazilian Central Bank (holding of financial institution).

9.3. Share Capital. The stock capital of the company is of R\$1,646,256,271.00, divided into 1,646,256,271 quotas with par value of R\$1.00.

9.4. Shareholdings. The Offeror is directly controlled by CCB, a publicly-held corporation whose shares are traded in the Shanghai Stock Exchange and in the Hong Kong Stock Exchange. The largest shareholder of CCB is the Ministry of Finance of the People's Republic of China, which indirectly holds 57.26% of its share capital.

## 10. Representations of the Offeror and of the Intermediary Institution

10.1. Representations of the Offeror. The Offeror hereby represents that:

10.1.1. registration of the Company as a category A issuer of securities referred to in article 21 of the Capital Market Law is duly updated;

10.1.2. it is not aware of the existence of any facts or circumstances not disclosed to the public that may materially affect the results of the Company or the price of its shares;

10.1.3. there is no agreement or arrangement governing the exercise of voting rights or the purchase and sale of securities issued by the Company to which the Offeror is a party and that has not been disclosed to the public;

10.1.4. i is liable for the truthfulness, quality and sufficiency of any information furnished by the Offeror to the CVM and to the market, as well as for any damage caused to the Company, its shareholders and third parties by fault or intention, resulting from falsity, inaccuracy or omission of such information, pursuant to the provisions of §1st of article 7th of CVM Ruling 361.

10.1.5. it is required to acquire the remaining Outstanding Shares for a term of three months counted from the Auction Date, in the event and in accordance with the provisions of item 6.4 above;

10.1.6. as of the date of this Notice, it holds 157,394,932 ordinary shares and 24,702,582 preferred shares issued by the Company, corresponding to 72.00% of its total share capital.

10.1.7. according to article 10, V of CVM Ruling 361, there has been no relevant private trading of the Company's shares, between independent parties, involving the Offeror or persons connected to it, during the past 12 months, other than the acquisition of the Controlling Shares.

10.2. Representations of the Intermediary Institution. The Intermediary Institution represents that:

(i) it is not aware of the existence of any facts or circumstances not disclosed to the public that may materially affect the results of the Company or the price of its shares;

(ii) the Intermediary Institution, its controlling entity and persons connected to it declare, pursuant to article 7th, §5th, of CVM Ruling 361, (a) are not holders of shares or any other securities issued by the Company; (b) they have not borrowed or loaned any securities issued by the Company; (c) they are not exposed to derivative instruments referenced in securities issued by the Company; and (d) they are not party to, or benefit from, any agreements, prearrangements, options, letters of intent or any other legal act providing for the

acquisition or disposition of securities issued by the Company; except for Share positions outlined in article 7th, §7th, of the CVM Ruling 361, and other applicable regulation issued by CVM, including those due to the execution of derivative operations abroad requested by its clients, having the shares issued by the Company as underlying assets (including total return swap transactions).

(iii) they took all prudent action and acted under high standards of care to assure that any information furnished by the Offeror is true, consistent, correct and sufficient, being accountable for any failure in this respect, and also verified the sufficiency and quality of all information provided to the market in the course of the Offering proceedings required for the investors' decision-making process, including eventual and periodic information furnished to the CVM and those included in the Appraisal Report and in this Notice, pursuant to §2nd of article 7th of CVM Ruling 361.

#### 11. Escrow Account and Escrow Agreement.

11.1. Subject Matter: The subject matter of the Escrow Agreement is to formalize the engagement, by the Offeror, of the Depositary Agent to act as depositary of the sums to be deposited in the Escrow Account.

11.2. Purpose of the Escrow Account. The Purpose of the Escrow Account is to offer to holders of Shares Subject to the Offering a payment alternative that replicates, to the possible extent, the treatment afforded to Sellers of the Controlling Shares under the Agreement. The amounts deposited in the Escrow Account shall serve as collateral to the Deferred Payment, which shall be made to the Shareholders electing Option I whenever there is a release of funds deposited in the Senior Escrow Account to the Sellers of the Controlling Shares, as provided in items 1.4.2 and 1.4.3 above.

11.3. Investments, Disinvestments and Releases. Subject to the provisions of item 3.1 above, investments, reinvestments, disinvestments and releases of funds deposited in the Escrow Account shall be effected by the Depositary Agent strictly in accordance with instructions received from the Offeror. Offeror shall exercise all rights attributed to it under the Escrow Agreement in view of the decisions made by the Offeror and by Sellers of the Controlling Shares within the scope of the Senior Escrow Account, so that any decision involving investment, reinvestment, transfer, settlement release or withdrawal of funds deposited in the Senior Escrow Account be replicated, to the possible extent, in the Escrow Account. The Depositary Agent shall not act as manager of funds or investment consultant in connection with investments to be made with funds deposited in the Escrow Account.

11.4. Permitted Investments. Funds deposited in the Escrow Account shall be invested and reinvested in one or more of the following types of investment: (i) Bank Deposit Certificates ("CDB") issued by the Depositary Agent; (ii) Mutual Funds managed by

partners of the Depositary Agent (“DB Partners”) (Bradesco Asset Management or BNP Paribas Asset Management); (iii) Investment Portfolio with daily liquidity and which are managed by *DB Partners*; (iv) Term Deposits with daily liquidity issued by other Brazilian banks and made exclusively by means of CETIP S.A. Mercados Organizados and backed by the opening of a custody account at the Depositary Agent and/or any of its affiliates; and (v) Brazilian government bonds, exclusively through the SELIC Rate and backed by the opening of a custody account at the Depositary Agent (items (i) to (v) being collectively referred to as “Permitted Investments”), in accordance with instructions previously transmitted by the Offeror. The target return of the Permitted Investments shall be the CDI. No investment, other than the Permitted Investments, shall be made without an amendment of the Escrow Agreement, subject to the Depositary Agent’s consent.

11.5. Risks of the Escrow Account. On account of the nature of the Permitted Investments, the Escrow Account shall be subject to the following risks: (a) market risk of financial assets composing the Escrow Account; (b) interest rate risk (c) credit risk; (d) liquidity risk; (e) risk represented by the use of derivatives; (f) foreign exchange risk; and (g) systemic risk. Furthermore, the Deferred Payments shall always be made in accordance with the amount released from the Senior Escrow Account to the Sellers of the Controlling Shares. Therefore, the final amount of the Deferred Payments is directly associated to the profitability of the Senior Escrow Account and to the existence of Indemnifiable Losses. The risks of the Senior Escrow Account are essentially the same of the Escrow Account.

11.6. Remuneration of the Depositary Agent. The Depositary Agent shall be entitled to a remuneration of R\$10,000.00 for upon the opening of the Escrow Account and R\$17,000.00 per year for services rendered and shall be reimbursed of any expenses incurred in connection with the exercise of its duties and attributions under the Escrow Agreement

11.7. Validity of the Escrow Agreement. The Escrow Agreement shall be executed on the Settlement Date, and shall remain valid and in force until the sixth anniversary of the Closing Date, whereupon the Escrow Agreement may be terminated at any time, provided that there are no remaining funds deposited in the Escrow Account. The Escrow Agreement may be terminated at any time following the resignation or dismissal of the Depositary Agent, as provided for in the Escrow Agreement.

11.8. Dispute Resolution. Any and all disputes and controversies arising out of or directly or indirectly resulting from the Escrow Agreement shall be settled by arbitration to be administrated and conducted by the International Chamber of Commerce, as provided for in the Escrow Agreement.

12. Other Information

12.1. Absence of Liquidity and Reduction in the Level of Information After the Offering. In the event that the Condition for the Cancellation of Registration is verified, the CVM shall proceed with the Cancellation of Registration, so that the shares issued by the Company, including the Shares Subject to the Offering, will no longer trade in the BM&FBOVESPA or in any organized OTC market. Other than the put option for the three months following the Auction, or in the event of approval of redemption of the remaining outstanding shares in the market referred to in items 6.4 and 6.6 above, Shareholders should be aware that the Shares Subject to the Offering will have no liquidity and that they may have no other opportunity to sell their Shares Subject to the Offering. Furthermore the amount of publicly available information on the Company and its operations shall be substantially reduced to the extent that the Company shall go private and shall only be subject to reporting requirements provided for in the Corporations Law for closely-held corporations.

12.2. Loan of Securities Issued by the Company. The Offeror and persons connected to it were not, as of the date of this Notice, party to any loan, either as borrower or lender, of securities issued by the Company.

12.3. Derivative Instruments Referenced in Securities Issued by the Company. The Offeror and persons connected to it were not, as of the date of this Notice, exposed to any derivative instruments referenced in securities issued by the Company.

12.4. Agreements and Other Legal Acts Related to Securities Issued by the Company. There are no agreements or other legal acts related to securities issued by the Company.

12.5. Related Party Transactions. Transactions with related parties that, pursuant to applicable accounting rules, must be disclosed in individual or consolidated financial statements of the Company, are described in section 16 of the Reference Form of the Company filed with the CVM ([www.cvm.gov.br](http://www.cvm.gov.br) - click on the link “ITR, DFP, IAN, IPE, FC, FR e outras Informações”, then type “Bicbanco”, then click on the link “Formulário de Referência” and then “Consulta” on the first table of the page; on the next page select the fields “Você está vendo”, items “16. Transações com partes relacionadas” and “16.2 - Informações sobre as transações com partes relacionadas”, respectively).

12.6. Public or Private Subscription for Shares. According to article 19 of CVM Ruling 361, during the past 12 months (i) there has been no public subscription for shares issued by the Company; and (ii) issuance prices of shares privately subscribed for were lower than the Offering Price. Shareholders should be aware that after the publication of this Notice and subject to compliance with the applicable regulation, the Offeror may acquire Shares from Shareholders willing to trade their Shares prior to the conduction of the Auction, including tradings at the BM&FBOVESPA or private

tradings, always at market prices not higher than the Offering Price. In accordance with the provisions of article 15-B, sole paragraph, of CVM Ruling 361, in the event that the Offeror or any persons connected to it shall acquire Shares after the publication of this Notice for a price higher than the Offering Price, the Offeror shall increase, within twenty-four (24) hours, the Offering Price upon modification of this Notice, with due regard to the proceedings outlined in article 5th of CVM Ruling 361.

12.7. Access to the Notice, Appraisal Report, List of Shareholders, Escrow Agreement, Deed of Statement, Authorization Form and Statement of Agreement Form. This Notice and the Appraisal Report are available at the address of the Offeror, of the Company, of the Intermediary Institution, of the CVM and of the BM&FBOVESPA mentioned below. This Notice and the Appraisal Report are available at the address of the Offeror, of the Company, of the Intermediary Institution, of the CVM and of the BM&FBOVESPA mentioned below. The list of Shareholders of the Company, with their respective addresses and quantities, shall only be furnished to interested parties appearing at any of the addresses mentioned below and solely upon identification and receipt signed by such interested party, as provided for in line “o” of Exhibit II of CVM Ruling 361, and provided further that the list of Shareholders shall not be available in the website of the Offeror, of the Company, of the Intermediary Institution, of the BM&FBOVESPA or of the CVM. The Escrow Agreement, the Deed of Statement, the Authorization Form and the Statement of Agreement Form shall be available exclusively in the website of the Company and of the Intermediary Institution:

CCB BRAZIL FINANCIAL HOLDING – INVESTIMENTOS E PARTICIPAÇÕES LTDA.

Rua Boa Vista, nº 254, 13º andar, parte, Centro  
São Paulo, SP, CEP 01014-907

BANCO INDUSTRIAL E COMERCIAL S.A.

Brigadeiro Faria Lima, nº 4.440, 1º a 5º andares, Itaim Bibi  
São Paulo, SP, CEP 04538-132

<http://www5.bicbanco.com.br/port/home/> (to consult this Notice, the Appraisal Report, the Escrow Agreement, the Deed of Statement, the Authorization Form and the Statement of Agreement Form, click in that website link "OPA | Oferta Pública de Ações")

MORGAN STANLEY CORRETORA DE TÍTULOS E VALORES MOBILIÁRIOS S.A.

Avenida Brigadeiro Faria Lima, nº 3.600, 6º andar, Itaim Bibi  
São Paulo, SP, CEP 04538-132

<http://www.morganstanley.com.br> (to consult this Notice, the Appraisal Report, the Escrow Agreement, the Deed of Statement, the Authorization Form and the Statement of Agreement Form, click in that website the item “Comunicações ao Mercado”).

COMISSÃO DE VALORES MOBILIÁRIOS

Rua Sete de Setembro, nº 111, 5º andar, Centro

Rio de Janeiro, RJ, ZIP Code 20050-901

and

Rua Cincinato Braga, 340, 2º, 3º e 4º andares, Edifício Delta Plaza

São Paulo, SP, CEP 01333-010

www.cvm.gov.br (to consult the Appraisal Report, click on that site item "Consulta à Base de Dados" then "Ofertas Públicas", then "Ofertas de Aquisição (OPA)", then in item "Editais e Laudos de Avaliação - OPA" click "2015" and then "BANCO INDUSTRIAL E COMERCIAL S.A." and finally "LAUDO DE AVALIAÇÃO". "2015" To consult the Notice, click on item "Consulta à Base de Dados" then "Ofertas Públicas", then "Ofertas de Aquisição (OPA)", then in item "Editais e Laudos de Avaliação - OPA" click "2015" and then "BANCO INDUSTRIAL E COMERCIAL S.A." and finally "EDITAIS")

BM&FBOVESPA S.A. – BOLSA DE VALORES, MERCADORIAS E FUTUROS

Praça Antonio Prado, 48, 2nd floor, Centro – Diretoria de Operações

São Paulo, SP, CEP 01010-901

www.bmfbovespa.com.br (to consult the Appraisal Report, click on that site item "Serviços" and then "Leilões", and then "Bolsa de Valores" and finally "Laudo De Avaliação - OPA do Banco Industrial e Comercial S.A.". To consult the Notice, click in that website item "Serviços" then "Leilões", then "Bolsa de Valores" and finally "Oferta Pública Unificada de Aquisição de Ações Ordinárias e Preferenciais de Emissão do Banco Industrial e Comercial S.A.".)

12.8. Identification of Legal Counsel.

12.8.1. Legal Counsel to the Offeror.

PINHEIRO GUIMARÃES - ADVOGADOS

Av. Paulista nº 1.842, 24th floor, Torre Norte

São Paulo, SP, CEP 01310-923

www.pinheiroguimaraes.com.br

12.8.2. Legal Counsel to the Intermediary Institution.

LEFOSSE ADVOGADOS

Rua Tabapuã nº 1.227, 14th floor

São Paulo, SP, CEP 04553-014

www.lefosse.com

12.9. Relationship between the Offeror and the Intermediary Institution. As of the date of this Notice, in addition to the relationship pertaining to the Offering, the Offeror and its Affiliates have a business relationship with the Intermediary Institution and

companies belonging to its economic conglomerate regarding financial transactions. In this sense, Morgan Stanley Asia Limited was contracted by CCB as its financial advisor in the discussion, analysis and negotiation of the Transaction. From time to time, the Intermediary Institution and/or companies belonging to its economic conglomerate render investment banking services and other financial services to the Offeror and its Affiliates, including financial advisory in transactions related to (i) acquisitions, (ii) capital market, and (iii) debts and financings, for which the Intermediary Institution and/or companies belonging to its economic conglomerate were or intend to be remunerated. The Offeror and/or its Affiliates may in the future engage the Intermediary Institution and/or companies belonging to its economic conglomerate to render new investment banking services, brokerage, business transactions and any other services or transactions required for the performance of their activities.

12.10. Compliance with the Offeror's Obligations. The Offeror's obligations set forth in this Notice may be complied with by another entity belonging to the same group, located in Brazil or overseas, however, the Offeror shall remain liable, in any event, for the faithful compliance of any such obligation to the Selling Shareholders.

12.11. Differentiated Proceeding, Registration of the Offering and Authorization of the Auction. In accordance with the provisions of article 34, §2nd, of CVM Ruling 361, in a session held on July 28, 2015, the Collegiate Body of the CVM approved the adoption of a differentiated proceeding to integrate, by means of the present Offering the public offerings (i) on account of the direct and indirect transfer of control of the Company; (ii) for Cancellation of Registration; and (iii) for Delisting from Level 1. This Offering was submitted to prior analysis by the CVM and is registered under n°. CVM/SRE/OPA/CAN/2015/005, on August 25, 2015. The conduction of the Auction was authorized by BM&FBOVESPA on April 23, 2015.

12.12. Notice to Shareholders/Investors: The prevailing tax laws and regulations do not provide for the tax treatment applicable to gains resulting from transactions under Offerings in any particular manner, and the relevant taxation applying to shareholders/investors (including and particularly Investors who maintain investments under CMN Resolution No. 4,373/2014 (which revoked CMN Resolution No. 2,689/00 on March 30, 2015) electing that mode of investment in Brazil) may be subject to interpretation by the Brazilian Federal Tax Authority. As shareholders/investors are the sole and exclusive responsible for the payment of any taxes incident upon participation in, and acceptance of, the present Offering, they are urged, prior to making a decision to adhere to the Offering and participate in the Auction, to consult with their own legal and tax advisors on legal and tax consequences of such participation. Neither the Offeror nor the Intermediary Institution shall be liable for any legal, foreign exchange or tax impacts resulting from the Offering and adversely affecting the Shareholders. Shareholders should also consult with their Brokers, custodians and representatives of non-resident investors as regards proceedings for the payment of taxes, is applicable, as such proceedings may vary.

12.13. Disclaimer as to Forward-Looking Statements. Some representations and statements included in this Notice may refer to future events. The use of any expression such as “expects”, “anticipates”, “intends to”, “plans to”, “believes”, “estimates” and expressions of similar import designates prospects, although some forward-looking statements may not be identified by any such expressions. In particular, this Notice contains forward-looking statements related, but not limited to, the procedure to be adopted for the completion of the Offering, its terms and some actions to be satisfied by the Offeror, the Company and some third parties, including Brokers, within the scope of the Offering. Such forward-looking statements are subject to a number of risks and uncertainties including, but not limited to, risks deriving from the possibility that the parties involved in the Offering may not meet all requirements for the completion of the Offering. Such forward-looking statements are made in reliance upon assumptions that the Offeror deems reasonable, but are nevertheless subject to several risks related to a certain business, as well as economic and competition uncertainties. Assumptions relied upon by the Offeror in this Notice, which may prove incorrect, include but are not limited to assumptions that the laws and regulations applicable to the Offering and to the capital market shall not be amended prior to the completion of the Offering. Except to the extent required by the law, the Offeror has no obligation to update any estimates and forward-looking statements contained in this Notice.

THE GRANT OF THE REQUEST FOR REGISTRATION OF THE OFFERING DOES NOT IMPLY, ON THE PART OF THE CVM, ANY WARRANTY AS TO THE TRUTHFULNESS OF THE FURNISHED INFORMATION, JUDGMENT ON THE QUALITY OF THE SUBJECT COMPANY OR ON THE PRICE OFFERED FOR THE SECURITIES COVERED BY THE PRESENT OFFERING.

São Paulo, August 27, 2015.

**CCB BRAZIL FINANCIAL HOLDING – INVESTIMENTOS E PARTICIPAÇÕES LTDA.**

**MORGAN STANLEY CORRETORA DE TÍTULOS E VALORES MOBILIÁRIOS S.A.**



A(O) presente oferta pública (programa) foi elaborada(o) de acordo com as normas de Regulação e Melhores Práticas para as Ofertas Públicas de Distribuição e Aquisição de Valores Mobiliários. O registro ou análise prévia da presente Oferta Pública não implica, por parte da ANBIMA, garantia da veracidade das informações prestadas ou julgamento sobre a qualidade da companhia emissora, do(s) ofertante(s), das instituições participantes, bem como sobre os valores mobiliários a serem distribuídos. Este selo não implica recomendação de investimento.

**Exhibit I to the Notice**

Statement of Agreement Form

ENGLISH VERSION FOR REFERENCE ONLY. PORTUGUESE VERSION REGISTERED WITH THE AUTHORITIES SHALL PREVAIL.

**INTEGRATED MANDATORY TENDER OFFER FOR THE ACQUISITION OF  
ORDINARY AND PREFERRED SHARES ISSUED BY  
BANCO INDUSTRIAL E COMERCIAL S.A.**

**STATEMENT OF AGREEMENT FORM RELATED TO THE  
CANCELLATION OF REGISTRATION AS PUBLICLY-HELD  
CORPORATION OF  
BANCO INDUSTRIAL E COMERCIAL S.A. AND ACCEPTANCE OF THE  
OFFERING**

This form of statement of agreement with the Offering (“Statement of Agreement Form”) is related to the integrated public offering for the acquisition of up to the entirety of the Shares Subject to the Offering (i) in compliance with the obligation to conduct a public tender offer in view of the transfer of control of the Company; (ii) for cancellation of the Company’s registration for purposes of trading of shares in the market as a category “A” securities issuer (“Cancellation of Registration”); and (iii) as a result of the discontinuation of differentiated corporate governance practices provided for the special listing segment of the BM&FBOVESPA - Bolsa de Valores, Mercadorias e Futuros de São Paulo (“BM&FBOVESPA”) known as Level 1 of Corporate Governance, as required by the Company’s Articles of Incorporation (items (i), (ii) and (iii) are collectively referred to as the “Offering”), to be conducted in accordance with the terms and conditions outlined in the Notice of Integrated Public Offering of Acquisition of Ordinary and Preferred Shares Issued by Banco Industrial e Comercial S.A. (“Notice”), published in newspapers “Diário Comércio, Indústria & Serviços” and “Valor Econômico on August 27, 2015.

Except as otherwise specifically defined in this Statement of Agreement Form, capitalized terms used herein, both in the singular and in the plural number, shall have the meanings ascribed to them in the Notice.

**“Registration of the Offering does not imply, on the part of the CVM, any assurance of truthfulness of information rendered or judgment on the quality of the Company or of the shares issued by it.”**

**1. Stockholder**

Full name / Corporate Name:

Description of the core business:

Code and description of the legal status:

Address:

Nº

Complement:

Borough:

CEP:

City:

State:

CPF/CNPJ:

Nationality /  
Jurisdiction of  
Incorporation:

Telephone:

Marital Status (if  
applicable):

Profession/Activity:

E-mail:

Identity Card:

Issuing Authority:

**ENGLISH VERSION FOR REFERENCE ONLY. PORTUGUESE VERSION REGISTERED WITH THE AUTHORITIES SHALL PREVAIL.**

CETIP Account		SELIC Account	
<b>2. Legal Representative(s)</b>			
1. Full Name:			
Address:		Nº	Complement
Borough:	CEP:	City:	State:
CPF/CNPJ:	Nationality:	Telephone:	Marital Status:
2. Full Name:			
Address:		Nº	Complement
Borough:	CEP:	City:	State:
CPF/CNPJ:	Nationality:	Telephone:	Marital Status:
<b>3. Current Account Held in the Name of the Shareholder</b>			
Bank (Code):	Bank (Name):		
Branch:	Current Account Number (with digit):	Branch:	
Remarks:			
<b>4. Issuing Company: Banco Industrial e Comercial S.A.</b>			
Type and kind:	Quantity (number)	Quantity (printed)	
Ordinary Shares			
Preferred Shares			
<b>5. Accredited Broker</b>			
Corporate Name::			
Address:		Nº	Complement
Borough:	CEP:	City:	State:
<p><b>6. The shareholder designated in item 1 represents that:</b></p> <p>a) he/she/it agrees with the Cancellation of Registration; and</p> <p>(b) but is not willing to sell to the Offeror the Outstanding Shares owned by him/her/it, also representing to be aware that:</p> <p>(i) His/her/its Outstanding Shares shall not be available for disposition until the Settlement Date; and</p> <p>(ii) After the Cancellation of Registration, it will no longer be possible to dispose of his/her/its Outstanding Shares in the BM&amp;FBOVESPA.</p>			

**ENGLISH VERSION FOR REFERENCE ONLY. PORTUGUESE VERSION REGISTERED WITH THE AUTHORITIES SHALL PREVAIL.**

7. This Statement of Agreement Form is irrevocable and irreversible, subject to the terms and conditions provided for herein and in the Notice.

8. The jurisdiction of the Judicial District of São Paulo, State of São Paulo, is hereby elected to settle any controversies arising out of this Statement Form.

**9. I HEREBY REPRESENT FOR ALL PURPOSES THAT (I) I AGREE WITH THE CONTRACTUAL CLAUSES AND OTHER CONDITIONS LAID DOWN IN THIS STATEMENT OF AGREEMENT FORM; (II) I HAVE BEEN PROVIDED WITH A COPY OF THE NOTICE AND OF THE APPRAISAL REPORT AND HAVE TAKEN KNOWLEDGE OF THEIR FULL CONTENTS DESCRIBING THE TERMS AND CONDITIONS OF THE OFFERING; AND (III) I AM LIABLE FOR THE TRUTHFULNESS, CONSISTENCY, ACCURACY AND SUFFICIENCY OF ALL INFORMATION PROVIDED HEREIN AND THE RELATED DOCUMENTATION.**

Place:

Date:

Shareholder

ID (if applicable):

CPF/CNPJ:

*This Statement of Agreement Form must be fully filled in and signed, and the signatures of the shareholder or its authorized attorney must be certified by a notary public. After being duly filled in, the Form shall be delivered until 6 p.m. (Brasilia time) on the business day preceding the Auction Date, in two (2) counterparts, to the Broker representing the Shareholder in the Auction, which, in its turn, shall deliver such form to the Director of Transactions of the BM&FBOVESPA until 1 p.m. on the Auction Date.*

ENGLISH VERSION FOR REFERENCE ONLY. PORTUGUESE VERSION REGISTERED WITH THE AUTHORITIES SHALL PREVAIL.

**Exhibit II to the Notice**

Authorization Form.

ENGLISH VERSION FOR REFERENCE ONLY. PORTUGUESE VERSION REGISTERED WITH THE AUTHORITIES SHALL PREVAIL.

INTEGRATED MANDATORY TENDER OFFER FOR THE ACQUISITION OF  
ORDINARY AND PREFERRED SHARES ISSUED BY  
BANCO INDUSTRIAL E COMERCIAL S.A.

AUTHORIZATION FORM

We refer to the Notice of Integrated Mandatory Tender Offer for the Acquisition of Ordinary and Preferred Shares Issued By Banco Industrial e Comercial S.A. (“Notice”), dated August 27, 2015, in the name and on behalf of CCB Brazil Financial Holding - Investimentos e Participações Ltda.

All capitalized terms used and not otherwise defined herein shall have the same meanings ascribed to them in the Notice and its respective exhibits.

The (**legal / natural person**) was accredited by the (**broker**) (“Broker”) so as to apply for eligibility to participate in the Auction, and such Broker is authorized to operate in the BOVESPA Segment of the BM&FBOVESPA. – Bolsa de Valores Mercadorias e Futuros (“BM&FBOVESPA”). According to item 4.2.4 of the Notice, such (**legal / natural person**) hereby authorizes (i) its Broker to remit its information related to the Offering to the registration agent engaged within the scope of the Offering (“Record Agent”); and (ii) the Record Agent to transmit such information to the Offeror and the Depositary Agent, and any of their respective affiliates.

**1. Shareholder**

Full name / Corporate Name:

Address:	Nº	Complement:	
Borough:	CEP:	City:	State:
CPF/CNPJ:	Nationality / Jurisdiction of Incorporation:	Telephone:	Marital Status (if applicable):
Profession/Activity:	E-mail:	Identity Card:	Issuing Authority:

Place

Date:

Shareholder  
ID (if applicable):  
CPF/CNPJ:

*This Authorization Form must be fully filled in and signed, and the signatures of the shareholder or its authorized attorney must be certified by a notary public. After being duly filled in, the Statement of Agreement Form shall be delivered until 6 p.m. (Brasilia time) on the business day preceding the Auction Date to the Broker representing the Shareholder in the Auction, which, in its turn, shall deliver such form to the Director of Transactions of the BM&FBOVESPA until 1 p.m. on the Auction Date.*

ENGLISH VERSION FOR REFERENCE ONLY. PORTUGUESE VERSION REGISTERED WITH THE AUTHORITIES SHALL PREVAIL.

**Exhibit III to the Notice**

Deed of Statement Related to the Option I Price and to the Escrow Agreement for purposes of Participation in the Auction

**INTEGRATED MANDATORY TENDER OFFER FOR THE ACQUISITION OF ORDINARY AND PREFERRED SHARES ISSUED BY BANCO INDUSTRIAL E COMERCIAL S.A.**

**DEED OF STATEMENT RELATED TO THE OPTION I PRICE AND TO THE ESCROW AGREEMENT FOR PURPOSES OF PARTICIPATION IN THE AUCTION**

We refer to the Notice of Integrated Mandatory Tender Offer for the Acquisition of Ordinary and Preferred Shares Issued By **Banco Industrial e Comercial S.A.** ("Company"), in the name and on behalf of CCB Brazil Financial Holding - Investimentos e Participações Ltda. ("Offeror"), published in the newspapers "Diário Comércio, Indústria & Serviços" and Valor Econômico, on August 27, 2015 ("Notice").

All capitalized terms used and not otherwise defined herein shall have the same meanings ascribed to them in the Notice and its respective exhibits.

The (**legal / natural person**) was accredited by the (**broker**) ("Broker") so as to apply for eligibility to participate in the Auction, and such Broker is authorized to operate in the BOVESPA Segment of the BM&FBOVESPA S.A. – Bolsa de Valores, Mercadorias e Futuros ("BM&FBOVESPA").

Pursuant to item 4.2.1 and other provisions of the Notice, in connection with the participation in the Auction the (**legal / natural person**) hereby represents, for all legal purposes and effects, that:

- (i) he/she/it is the legal and beneficial owner of the Shares Subject to the Offering to be sold by hem/her/it in the Offering;
- (ii) he/she/it is allowed to participate in the Offering;
- (iii) he/she/it read the Notice and understood and agreed to its terms and conditions;
- (iv) he/she/it elected Option I Price as the means of payment of his/her/its shares in accordance with item 3.1 of the Notice, reserving the right to change such election in the event of variation of the price of the Shares Subject to the Offering pursuant to item 3.8 of the Notice;
- (v) the Shares Subject to the Offering intended to be sold by him/her/it in the Offering are free and clear from any security interest, lien, encumbrance usufruct or anything otherwise affecting the ability of the Offeror to exercise any rights pertaining to such Shares or to freely dispose of the same;
- (vi) he/she/it read, understood and agreed to all terms and conditions of the Escrow Agreement;
- (vii) he/she/it undertook to be bound to the rules of the Escrow Agreement, notwithstanding not being a party to it;
- (viii) He/she/it is aware that the deposit of the Withheld Portion in the Escrow Account

and the financial settlement of any Deferred Payment or Minority Additional Payment, as well as any new deposit in the Escrow Account or payment to Shareholders electing Option I resulting from any Post-Closing Adjustments (including the Surplus Adjustment Amount), and any payment to Shareholders electing Option I to be made from the Escrow Account shall not have their settlement guaranteed by the Intermediary Institution;

- (ix) That Deferred Payments shall be made in accordance with the releases of funds from the Senior Escrow Account. The funds deposited in the Senior Escrow Account will be released as follows: (a) thirty-three per cent (33%) of the balance deposited in the Senior Escrow Account shall be released on the fourth (4th) anniversary of the Closing Date; (b) fifty per cent (50%) of the balance deposited in the Senior Escrow Account shall be released on the fifth (5th) anniversary of the Closing Date; and (c) the remaining balance deposited in the Senior Escrow Account shall be released on the sixth (6<sup>th</sup>) anniversary of the Closing Date, subject, in any event, to maintenance, in the Escrow Account, of the amount corresponding to amounts deposited in the Senior Escrow Account that may be withdrawn by the Offeror as a result of (I) Post-Closing Adjustments or indemnifications provided for in the Agreement; and (II) any indemnifiable claims pending at each Release Dates, which shall have been notified prior to the relevant Release Date and that may result in payment of indemnification, provided that such amount shall only be released if, and to the extent that, and promptly after, the Company obtains final favorable decisions in the relevant indemnifiable claims. Deferred Payments shall be made in the same amounts per share released to Sellers of the Controlling Shares, subject to Offeror's right to deduct from such Deferred Payments any payments made by Sellers of the Controlling Shares to the Offeror or to CCB as negative adjustment of the Closing Price, in accordance with the Agreement. Funds deposited in the Escrow Account serve as collateral to (a) compensate Indemnifiable Losses by Shareholders electing Option I; And (b) for the making of Deferred Payments, provided that the deposit of the Withheld Portion in the Escrow Account does not discharge the Offeror's obligation to make Deferred Payments in the same amounts per share as those released from the Senior Escrow Account. Accordingly, in the event that the funds deposited in the Escrow Account are insufficient to make the Deferred Payments in the same amounts per share as those released from the Senior Escrow Account to Sellers of the Controlling Shares, the Offeror will be required to pay directly to Shareholders electing Option I the difference between the amount per share released from the Senior Escrow Account and the amount per share released from the Escrow Account. On the other hand, in case the funds deposited in the Escrow Account exceed the amount required to make the Deferred Payments, the Offeror may, at the end of the term of the Escrow Account, withdraw for its own account any surplus funds.
- (x) he/she/it is aware that the Deferred Payments and the Minority Additional Payment shall be made within five (5) business days from the date of payment of any release of funds deposited in the Senior Escrow Account to Seller of the Controlling Shares or Additional Payment to the Sellers of the Controlling Shares, as applicable;
- (xi) he/she/it is aware that the amounts in connection with the Minority Additional Payment will be calculated with the deductions of amounts equivalent to any payment made to the Offeror or to CCB by the Sellers of the Controlling Shares as

- consequence of the Post-Closing Adjustments or indemnities provided for in the Agreement;
- (xii) He/she/it is aware that any new deposit in the Escrow Account or payment to Shareholders electing Option I resulting from any Post-Closing Adjustments (including the Surplus Adjustment Amount) shall be paid by means of deposit, by the Offeror, (a) directly in the Escrow Account, or (b) in bank accounts designated by Shareholders electing Option I, in accordance with rules prescribed in item 3.1(i) of the Notice, within five (5) business days from any payment made to Sellers of the Controlling Shares resulting from any Post-Closing Adjustments (including the Surplus Adjustment Amount);
- (xiii) he/she/it authorizes the Broker and the BM&FBOVESPA, pursuant to item 4.2.4 of the Notice, to transmit its information regarding its participation in the Offering, including name or corporate denomination, taxpayer's ID (CPF or CNPJ), as applicable, and the number of shares sold in the Auction, to the record agent engaged within the scope of the Offering (the "Record Agent"), and authorizes the Record Agent to transmit such information to the Offeror and to the Depository Agent and any of their respective affiliates;
- (xiv) he/she/it is liable for informing the Record Agent of any revocation of powers of attorney granted, as well as renewals of any such powers of attorney carried out with the BM&FBOVESPA;
- (xv) he/she/it is aware of the provisions of Ruling n° 301 issued by the CVM, dated April 16, 1999, as amended ("CVM Ruling 301"), which provides for the identification, record, registration, transactions, communications, limits and administrative liability referred to in items I and II of article 11 and articles 12 and 13 of law n° 9,613 dated March 3, 1998, as amended, referring to crimes of "laundering" or concealing of assets, rights and properties;
- (xvi) in case of proceeds from the Deferred Payments, payments resulting from Post-Closing Adjustments (including the Surplus Adjustment Amount) and any Minority Additional Payment made in the relevant settlement account, he/she/it authorizes the transfer of amounts deposited in such settlement account to the current account in the name of the same holder informed to the Record Agent;
- (xvii) he/she/it is aware that the bank of its bank account indicated in item 4 below shall have at least a branch in each capital of the Brazilian States;
- (xviii) he/she/it is aware that the remittance of financial resources to bank accounts of third parties is neither allowed nor authorized;
- (xix) he/she/it is aware that any amount related to the Escrow Account and owing but that cannot be transferred to him/her/it as a result of non-updated identification information shall remain at his/her/its disposal at the registered officer of the Offeror or deposited in the settlement account held in his/her/its name with the Depository Agent and/or the Record Agent, as applicable, and shall remain available for withdrawal for a period of five (5) years counted from release, incurring in no adjustment;

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- (xx) information rendered for purposes of his/her/its identification are true, and he/she/it agrees to inform, under the penalties of the law, within a term of ten (10) days, any changes in such identification particulars or in the documents provided by registered mail; and
- (xxi) he/she/it is aware that of the provisions of CVM Ruling nº 505 dated September 27, 2011, as amended, of CVM Ruling 301, of CVM Ruling 506 dated September 27, 2011, as amended, and of the rules and Acting Standards of OLIVEIRA TRUST, which are available at [www.oliveiratrust.com.br](http://www.oliveiratrust.com.br).

**1. Person in charge of filling in**

Name:

**2. Shareholder**

Full name / Corporate Name:

Profession / Description of the core business:

Code and description of the legal status:

Address:		Nº	Complement
Borough:	CEP:	City:	State:
CPF/CNPJ:	Nationality (if applicable):	Telephone:	Marital Status (if applicable):
Date of Birth:	E-mail:	Identity Card:	Issuing Authority:
CETIP Account:		SELIC Account:	

**3. Legal Representative(s):**

1. Full Name:

Address:		Nº	Complement
Borough:	CEP:	City:	State:
CPF/CNPJ:	Nationality:	Telephone:	Marital Status:

2. Full Name:

Address:		Nº	Complement
Borough:	CEP:	City:	State:
CPF/CNPJ:	Nationality	Telephone:	Marital Status:

**4. Current Account:**

Bank (Code):	Bank (Name):
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Branch:		Branch Name	
Current Account Number (with digit):		Default	
Remarks:			
<b>5. Record Agent Data</b>			
Corporate Name: <b>Oliveira Trust Servicer S.A.</b>			
Address: Avenida das Américas		Nº 500	Complement Bloco 13, grupo 205
Borough: Barra da Tijuca	CEP: 22640-100	City: Rio de Janeiro	State: RJ
CNPJ: 02.150.453/0001-20	Telephone: (21) 3514-0000	Email: sqescrituracao@oliveiratrust.com.br	
<b>6. Accredited Broker</b>			
Corporate Name:			
Address:		Nº	Complement:
Borough:	CEP:	City:	State:
<b>7. Issuing Company Banco Industrial e Comercial S.A.</b>			
Type and kind		Asset Code / ISIN	
Common share:			
Preferred share:			
Place		Date:	
Shareholder: ID (if applicable): CPF/CNPJ:			
<p><i>This Deed of Representation must be fully filled in and signed, and the signatures of the shareholder or its authorized attorney must be certified by a notary public. After being duly filled in, the Form shall be delivered until 6 p.m. (Brasília time) on the business day preceding the Auction Date, in two (2) counterparts, to the Broker representing the Shareholder in the Auction, which, in its turn, shall deliver such form to the Director of Transactions of the BM&amp;FBOVESPA until 1 p.m. on the Auction Date.</i></p>			