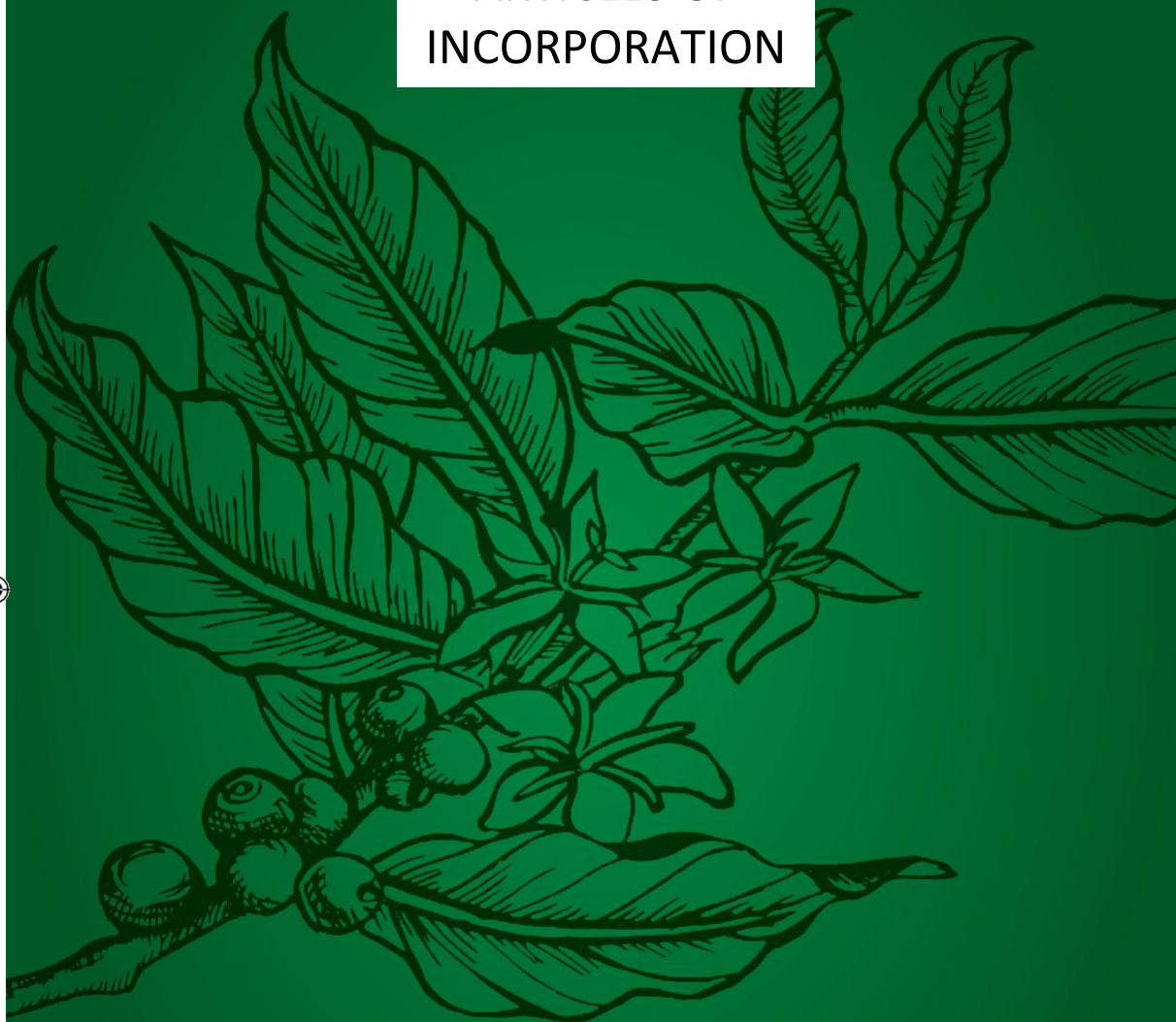


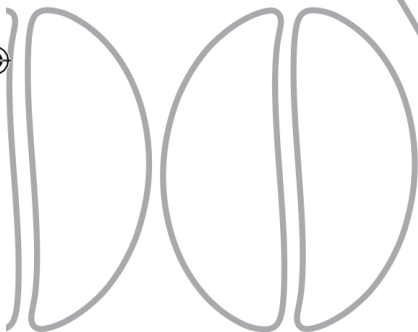
# ARTICLES OF INCORPORATION



cooxupé



# ARTICLES OF INCORPORATION



ARTICLES OF INCORPORATION OF COOPERATIVA REGIONAL DE  
CAFEICULTORES EM GUAXUPÉ LTDA. - COOXUPÉ

APPROVED BY  
**EXTRAORDINARY GENERAL MEETING DATED AS OF JUNE 19, 1987,**

CORRECTED AND RATIFIED BY  
**EXTRAORDINARY GENERAL MEETING DATED AS OF OCTOBER 23, 1990,**

CORRECTED AND RATIFIED AGAIN BY  
**EXTRAORDINARY GENERAL MEETING DATED AS OF NOVEMBER 23, 1998,**

CORRECTED AND RATIFIED AGAIN BY  
**EXTRAORDINARY GENERAL MEETING DATED AS OF AUGUST 31, 2011,**

CORRECTED AND RATIFIED AGAIN BY  
**EXTRAORDINARY GENERAL MEETING DATED AS OF JANUARY 18, 2013,**

CORRECTED AND RATIFIED AGAIN BY  
**EXTRAORDINARY GENERAL MEETING DATED AS OF NOVEMBER 11, 2013,**

CORRECTED AND RATIFIED AGAIN BY  
**EXTRAORDINARY GENERAL MEETING DATED AS OF DECEMBER 19, 2014,**

CORRECTED AND RATIFIED AGAIN BY  
**EXTRAORDINARY GENERAL MEETING DATED AS OF MAY 24, 2017,**

CORRECTED AND RATIFIED AGAIN BY  
**EXTRAORDINARY GENERAL MEETING DATED AS OF OCTOBER 27, 2017,**

CORRECTED AND RATIFIED AGAIN BY  
**EXTRAORDINARY GENERAL MEETING DATED AS OF FEBRUARY 28, 2019,**

CORRECTED AND RATIFIED AGAIN BY  
**EXTRAORDINARY GENERAL MEETING DATED AS OF NOVEMBER 28, 2019,**

CORRECTED AND RATIFIED AGAIN BY  
**ONLINE EXTRAORDINARY GENERAL MEETING DATED AS OF JULY 15, 2021,**

CORRECTED AND RATIFIED AGAIN BY  
**EXTRAORDINARY GENERAL MEETING DATED AS OF NOVEMBER 25, 2022,**

AND, CORRECTED AND RATIFIED AGAIN BY  
**EXTRAORDINARY GENERAL MEETING DATED AS OF JUNE 26, 2025.**

## **CHAPTER I**

### **LEGAL AND JURIDICAL CHARACTERISTICS**

**Art. 1** - Cooperativa Regional de Cafeicultores em Guaxupé Ltda. - COOXUPÉ is governed by these Articles of Incorporation, pursuant to provisions of the cooperative legislation in force.

§1 - It is headquartered in the city of Guaxupé, State of Minas Gerais, at Rua Manoel Joaquim Magalhães Gomes, n.º 400, Vila Santa Bárbara, ZIP CODE 37834-077 and Jurisdiction at the Judicial Circuit of Guaxupé, State of Minas Gerais.

§2 - Within the cooperative's area of operation, the Board of Directors may, at its discretion, establish Centers and branches, as well as advanced units or warehouses, the latter two linked to a Center or Branch.

**Art. 2** - Its Area of Action, for the purpose of admitting member, consists of municipalities located at Minas Gerais, São Paulo, Rio de Janeiro, Goiás, Espírito Santo, and Bahia. The Area of Action may be expanded to other states at the discretion of the Board of Directors.

**Art. 3** - The duration term of the Society is indeterminate.

**Art. 4** - The fiscal year runs from January 01 to December 31.

## **CHAPTER II**

### **INSTITUTIONAL PURPOSE, GENERAL POLICIES AND STRATEGIES**

**Art. 5** - The Society's Institutional Goal is to observe and improve the economic and social quality of life of its members.

**Art. 6** - When fulfilling this basic purpose, the Cooperative shall have, as General Policy, the practice of the principle of mutual help, aiming at the defense of interests and the economic-social promotion of the members.

Sole Paragraph - the cooperative is authorized to act as procedural substitute in defense of the collective rights of its members, possessing extraordinary autonomous legitimacy.

**Art. 7** - In view of this General Policy, the Cooperative determines as main form of action, always in accordance with its possibilities, the development of the following strategic lines.

§1 - Trade: through the joint sale of harvested and/or processed products delivered by its members, including all operations specific to trading services in the broad sense and indicated in §1 of Article 8, Chapter III.

§2 - Storage Service: through the practice of the corresponding operations, including, if there is interest, with the General Warehouse register.

§3 - Supply Services: through the joint purchase and supply to its members, of goods that are necessary and/or useful to their economic and/or personal or domestic activities.

§4 - Financial Services: through installment sales, credits, and financing.

§5 - Technical Services: through technical assistance that promotes streamlining of means and processes and, in general, productivity in all members' activities.

§6 - Social Services: through the development using the Cooperative's own resources or through agreements with specialized entities, public or private, of activities for human promotion, including, as example, medical assistance, provision of cultural, sports and leisure services and others that corresponds to the interests for optimizing the personal and social quality of life of its members, employees and respective family members.

### **CHAPTER III**

### **DOS TACTICAL**

### **PURPOSES**

**Art. 8** - For each strategic line defined in Chapter II, Art.7, the following Tactical Procedures have been determined, taking into account those listed in the following paragraphs as primary, and without exclusion of any other that remains consistent with the corresponding strategy.

§1- Trade:

- a) Proceed to the receiving, classification, processing, re-processing, standardization, and industrialization, in whole or in part, of the agricultural and livestock production and of any species corresponding to the Cooperative's operations, originating from members' activities;
- b) Develop and organize services for receiving members' products in order to ensure good conditions for preservation and safety and, at the same time, streamline the transport of production to warehouses or to the consumer market;
- c) Ensure, for all joint sale products, appropriate distribution channels, and positioning in internal and external consumer markets.

d) Provide, in order to reach the previous goals, facilities, machines and warehouses wherever they may be necessary, including by leasing.

e) Adopt a duly registered trade brand for received and/or industrialized products and ensure their promotion through publicity and/or compatible advertising.

§2 - Storage Services, if there is interest:

a) Register itself as General Warehouse, issuing warehouse receipt and warrants for products maintained in its own or leased warehouses;

b) Also practice the alternative of issuing other securities arising from its normal activities, applying, where applicable, the specific legislation, in accordance with Art. 82 of Law No. 5.764 dated as of December 16, 1971.

§3 - Supply Services:

a) Acquire and/or, when possible and of interest, manufacture and supply to its members, through invoicing and/or service charges, products that are necessary or useful for them to explore their agricultural activities, including machines, implements, fuels, lubricant and any other goods destined to the members' activities;

b) Acquire and/or manufacture and supply, according to the Cooperative's convenience and possibilities, all kinds of commodities, food, personal and domestic products, by means of identical system;

c) Install, where necessary and convenient, warehouses, storage areas in sites that facilitate distribution of the aforementioned items;

d) Purchase, upon request from, its members, any other products they may need for their agricultural activities in general, as long as they are consistent with the Cooperative's common interests.

§4 - Financial Services

a) Sell, according to possibilities, by installments the products mentioned in §3 above;

b) Support and send member to acquire financing conditions from credit institutions;

c) Enable, through intermediary action and support for the practice, when necessary and justified, the transfer and granting of bank loans;

d) Within the predetermined parameters and according to feasibility of the circumstances, make advance payments for future deliveries, through securities, alongside documents that ensure the delivery of the respective production;

e) Operate with members, according to predetermined parameters and feasibility of the circumstances, the Certificate of Rural Product with Financial Settlement.

§5 - Technical Services:

a) Safeguard the success of the cooperative system by all technical means possible, installing and/or promoting any services that aim the development of production, streamlining of means and procedures and economic optimization of conditions of use;

b) Undertake initiatives and carry out technical assistance plans that foster, by all compatible means, the productivity of members' activities.

§6 - Social services, within the determined parameters and according to the feasibility of circumstances:

- a) Prepare, gradually carry out and constantly re-update general plan of initiatives for human promotion, geared towards the improvement interests of the Cooperative;
- b) Provision of medical and dental services;
- c) Provision of cultural, financial education (cooperativism) and administrative guidance (family microeconomy), budget, and planning education services;
- d) Provision of social and sports development services for the corresponding communities impacted by the Cooperative's action;
- e) Feasibility studies and possible implementation of rural electrification and means of communication;
- f) Provision of administrative guidance services;
- g) Provision of other services in line with the specific goals of the general plan for human promotion, described in line "a" of this paragraph, including support to the Cooperative's Employees Association.

Art. 9 - In order to achieve the tactical goals of paragraphs 1, 2, 3, and 6 of Article 8, the Cooperative may develop civil construction projects, plans and programs, maintenance work, as well as other mechanical, hydraulic or related projects, carried out by the Cooperative itself or by third parties, exclusively for its operational needs.

**Art. 10** - In order to comply with any of its goals, the Cooperative may merge, sever, incorporate, enter into a partnership, or affiliate itself with other cooperatives, as well as strategically ally itself and participate in non-cooperative companies, respecting the provision of legislation in force.

§1 - It may also operate with non-member within the authorized limits.

§2 - In order to achieve the tactical goals provided for in Article 8 and comply with the Cooperative's legitimate interest in providing services in benefit of its members, respecting the personal data protection legislation in force, the Cooperative may share personal data of its members with other affiliated cooperatives, companies in which the Cooperative is a shareholder, and non-cooperative partner companies, and they may share personal data of the Cooperative's member with third parties, such as financial institutions and insurance companies, and receive from third parties, proposals, budgets, projects and personal data, as long as they are needed to the services being provided in benefit of the Cooperative's members.

## CHAPTER IV

### CAPITAL STRUCTURE

Art. 11 - The Cooperative's share capital is subdivided in quotas, it is unlimited regarding its maximum and it is variable according to the subscribed number of quotas and shall not be lower than BRL 4.000.000,00 (four million reais).

§1 - The unit amount of the quota is of a currency unit used in the country.

§2 - The quota is indivisible.



§3 - Each member shall subscribe, at first, capital proportional to the economic expression of their property, as per table periodically approved by the Board of Directors, of which will also include the minimum subscription required.

§4 - The member shall pay the quotas in cash.

§5 - Every two years, according to Art. 27, §2 of Law 5.764 of 12.16.71, the Cooperative may determine, at the discretion of the Board of Directors, the adjustment of the member's share capital to the conditions in force, pursuant to third paragraph of this article.

§6 - When a member reaches 75 (seventy-five) years of age, they may request refund of their share capital, in the form determined by the Board of Directors, without need to resign from the social framework, as long as the debt is deducted and the minimum amount of share capital required is maintained as paid;

§7 - The capital mentioned in §6, shall no longer be part of the Cooperative's Shareholders' Equity if the member's formal petition is approved by the Board of Directors;

§8 - At the discretion of the Board of Directors, the restitution mentioned in §6 of this article may be ceased.

**§12** - The quotas are non-negotiable and may only be transferred, in whole or in part, to other members.

§1 - Subscription, payment, transfer, or refund of quotas must be written down on the Registration Documents.

§2 - The transfer of quotas, in whole or in part, shall be written down through entry that shall be signed by the assignor, the assignee and the Cooperative's President.

§3 - The quotas, although they cannot be pledged to third parties, under any circumstance, they may nevertheless serve as a basis, in terms of realized value, as secondary collateral for the obligations that the member contracts with the Cooperative.

**Art. 13** - The General Assembly may determine annual capital increases by retaining a percentage of the members' transactions with the respective services, or of the net surplus, calculated on the basis of criteria presented by the Cooperative's Board of Directors.

§1 - The member shall always have the choice, if they wish so, to subscribe to an amount higher than the determined and/or mandatory limits, as long as the legal and statutory requirements are respected.

§2 - On the other hand, if the member wishes so, the Cooperative may accept the realization of subscription at any time and amount, as long as:

- a) The member has already paid the minimum subscription and any other mandatory ones;
- b) Such subscriptions represent the member's exclusive initiative and interest;
- c) The amount may be refunded to the member, as agreed.

§3 - Other amounts may still be subscribed by members interested in financing the installation of new services, and other members who wish to utilize the same services shall be subject to the same subscription.

§4 - For the purposes referred in §3 above, the Board of Directors is responsible for determining the “quantum” of capital to be subscribed and paid by the member who wished to utilize such specific operations and/or services that may, thus, be created through the common proportionality criteria.

§5 - The adjustment foreseen in the previous paragraph shall not amount to discrimination, because it will be mandatory only to members who wish to utilize a particular service that is specifically in their exclusive interest.

§6 - Through proposal from the Board of Directors, the Ordinary General Meeting shall distribute or credit, if there are any surpluses, interest of up to 12% (twelve percent) per annum on the paid-up capital.

## **CHAPTER V**

### **CORPORATE STRUCTURE**

#### **SECTION I**

##### **ADMISSION, RIGHTS, DUTIES AND LIABILITY OF MEMBERS**

**Art. 14** - Any person engaged in agricultural or extractive activities, on their own account, on property owned by them or on property being used under an agricultural contract, within the society's area of action, having free disposal of their person and property, who does not engage in activities that harm or conflict with the interests and goals of the Society, may join the Cooperative, unless it is technically impossible to provide services and as long as the candidate for membership obtains approval from the Board of Directors.

§1 - The number of members is unlimited regarding its maximum, and, under any circumstances, may be inferior to 20 (twenty) individuals.

§2 - Legal Entities may join the Cooperative, provided that they fulfill the conditions described in this Article, fit in with the Society's goals, and the same is applicable to Singular Cooperatives.

§3 - In cases of members provided for in §2, for voting purposes, such members shall have one vote each, which shall be carried out by the Legal Entity's representative.

§4 - Only Legal Entities covered by Law nº 5.764 dated as of December 16, 1971, in its Art. 29 §2 shall be admitted as members.

**Art. 15** - In order to become a member, after fulfilling the provisions of the previous article, the candidate for membership shall agree with the provisions of these Articles of Incorporation and not carry out activities that harm or conflict with the interests of this Society. In this condition, the candidate shall fill in the respective proposal for admission provided by the Cooperative, signing it with 2 (two) members.

Sole Paragraph - After the proposal is approved by the Board of Directors, the candidate subscribes and pays the Capital quotas under the terms and conditions provided for in these Articles of Incorporation and signs the Registration Document, thus, complementing, their admission into the Society.

**Art. 16** - Complying with provisions of the previous Article, the member acquires all rights and undertakes all duties and requirements arising from the Law, these Articles of Incorporation and resolutions taken by the Cooperative.

§1 - The member is entitled to:

- a) Participate in Meetings and vote on matters discussed, provided they comply with the legal and statutory conditions;
- b) Propose to the Board of Directors or General Meetings, measures of interest of the Cooperative;
- c) Vote or be voted for in the election of members of the Board of Directors, and the Audit Committee, respecting the restriction that Legal Entities cannot be voted for, provided that the legal and statutory conditions have been complied with;
- d) Resign from the Society when convenient, provided they have settled their commitments with the Cooperative;
- e) During the 10 (ten) days prior to the Ordinary General Meeting, consult, in the Cooperative's head office and through prior notice, the "Management and Financial Statements Report", which shall be at the member's disposal.

§2 - The member has the duty and obligation to:

- a) Deliver their production to the Cooperative and jointly carry out other operations that constitute their economic-social goals, in accordance with the rules and conditions determined by the Board of Directors;
- b) Subscribe and pay the capital quotas pursuant to these Articles of Incorporation and contribute to the service charges and operational fees that shall be determined;
- c) Comply with provisions of the Law, Articles of Incorporation, resolutions regularly taken by the Board of Directors and provisions from General Meetings;
- d) Actively participate in the Cooperative's social and business life and fulfill their commitments to it in a timely manner;
- e) Contribute its share, in accordance with the provisions of these Articles of Association, to cover the Society's expenses;
- f) Provide clarifications related to the activities they have chosen to undertake to the Cooperative;
- g) Pay their share in any losses ascertained in the Balance Sheet, if the Reserve Fund is not enough to cover them;
- h) Carry out alongside the Cooperative, operations that correspond to their activities as member, always in accordance with the strategic policies and goals that constitute the Society's action form and goal.

§3 - The delivery of the member's production to the Cooperative, according to line "a" of §2 of this Article, means granting the Cooperative full powers to freely dispose of it, including to encumber it and use it as collateral for credit operations carried out by the Society.

§4 - In light of the rights set forth in §1 and duties set forth in §2, both of this Article, members shall distinguish themselves respectively by the proper use and compliance of these rights and duties. It is worth emphasizing the operational loyalty, from which the Board of Directors shall adopt criteria so that a corresponding difference in service can be implemented in the various activities, depending on compliance or non-compliance, and at different levels of this operational loyalty, an essential characteristic of the cooperative attitude and regime.

**Art. 17** - According to line “g” of §2 of Article 16 of these Articles of Incorporation and based on provisions of Article 89 of Law nº 5.764, dated as of 12/16/71, losses verified during the exercise shall be covered with resources from the Reserve Fund and, if insufficient, by means of apportionment among the members, in the direct proportionality of the specifically utilized services.

§1 - Thus, in the specific case strictly set forth in the caput of this Article, the member’s liability shall be limited to the losses proportional to their transaction corresponding to cooperative acts.

§2 - However, regarding the Cooperative’s commitments, being of a limited liability civil nature, strictly according to Article 11 of Law nº 5.764, dated as of 12/16/71, the member shall be secondarily liable for the commitments set forth in this paragraph solely until the capital value subscribed by them.

§3 - The member’s liability for the Society’s commitment before third parties shall continue for those who have been dismissed, removed, or excluded until the accounts for the fiscal year in which the termination occurred have been approved, and may only be invoked after the Cooperative has been legally required to do so.

§4 - Deceased members’ duties, incurred with the Cooperative and resulting from their liability as member before third parties, set forth in the previous paragraphs of this Articles and in any other texts of these Articles of Association, pass on to their heirs, however, prescribing after one year of the opening of succession.

§5 - On the other hand, and likewise, the deceased member’s heirs are entitled to the capital realized and other credits belonging to the extinct, having ensured their right of remaining in the Cooperative, provided they fulfill the legal conditions and those determined in these Articles of Association.

**Art. 18** - As consequence of the provisions set forth in Article 17 immediately prior and in consistency with the determinations expressly set forth by Article 11 of Law nº 5.764, dated as of 12/16/71, COOXUPÉ – COOPERATIVA REGIONAL DE CAFEICULTORES EM GUAXUPÉ LTDA., shall be liable, in turn before third parties, in the proper and strict form of a civil legal entity with limited liability, that is, uniquely until the capital subscribed by its members.

§1º - In case of association of the Cooperative to other Singular Cooperatives or its affiliation to Central Cooperatives, its liability before such Societies shall be limited solely and specifically to the losses incurred in the form strictly corresponding to its movement alongside the other Cooperatives and also restrictively limited to the capital subscribed by the Cooperative in these Societies, regarding other losses.

§2 - Under any possibility of dissolution and liquidation of the Cooperative Society, it shall observe literally to what is provided for in Article 68 of Law nº. 5.764, dated as of 12/16/71, in all items from I to XI, exception made to item VIII, expressly not referring to the limited liability Cooperative Society, as characterized in the text of these Articles of Incorporation.

## SECTION II

### DISMISSAL, ELIMINATION AND EXCLUSION OF MEMBERS

Art. 19 - Dismissal of members shall only happen at their own request, which must be submitted to the President, who will forward it to the Executive Board and annotate it in the Registration Document by means of a document signed by the President.

**Art. 20** - Elimination of a member, which is applied due to violation of Law of these Articles of Association is done by decision of the Board of Directors, after at most three written notifications to the offender; reasons that determined it shall be recorded in the entry drawn up in the Registration Document and signed by the Cooperative's President.

§1º - The Board of Directors may eliminate the member that:

- a) Carries out any activity considered harmful to the Cooperative and that conflicts with its goals;
- b) Is characterized for incidence of defamation, slander, and harmful procedures to the Society;
- c) Stops operating with the Cooperative in the provisions set forth in §2 of Article 16, emphasis in line "a", that is, fails to deliver their production to the Cooperative, deviating it for intermediary trade;
- d) Does not operate with the Cooperative for more than a year, thus verifying their full non-participation, neither on joint sales operations, nor joint purchase operations;
- e) Take legal action against the Cooperative to enforce compliance with its obligations, after exhausting all possible amicable means of receiving payment;
- f) After notified, once again violate the provisions of Law, these Articles of Incorporation and resolutions or provisions of this Cooperative.

§2 - An authentic copy of this decision shall be sent within 30 (thirty) days to the interested party, via process that proves the days of sending and receiving.

§3 - The eliminated member may, within the 30 (thirty) days, starting from the receiving of the notification, appeal to have suspensive effect at the first General Meeting.

**Art. 21** - A member shall be automatically excluded:

I - Due to dissolution of the Legal Entity;

II - Due to death of the Individual;

III - Due to civil incapacity not remedied;

IV - Due to failure in complying with the statutory requirement for admission or stay in the Cooperative.

Sole Paragraph - A member's exclusion, pursuant to provisions of item IV of this Articles, is done due to decision of the Board of Directors, applying, in this case, provisions of Article 20 in paragraphs 2 and 3.

**Art. 23** - In any case of dismissal, elimination or exclusion, the member is entitled to refund of the capital they have paid and surplus that has been credited to them, in addition to other credits in checking account, deducted or debts.

§1 - The refund set forth in this article can only be demanded after approval, by the Board of Directors, of the Balance Sheet of the Fiscal Year in which the member has been dismissed from the Cooperative.

§2 - The Cooperative's Board may determine that the refund due be paid in equal installments, monthly, starting from the fiscal year subsequent to their dismissal.

§3 - Refund shall be carried out in the following manner:

a) Fully and at once, in the event of a member's death;

b) Within 3 (three) years starting from the date of dismissal, elimination, and exclusion at the discretion of the Board of Directors;

c) Interests of the capital account, in any cases of refund, cease with the last accounting made, based on the Ordinary General Meeting immediately before their dismissal, elimination or exclusion.

§4 - If there are dismissals, eliminations, and exclusions of members, in such a number that the refund of the amounts set forth in this Article may threaten the Cooperative's economic-financial stability, the Cooperative may refund through criteria that safeguard its continuity.

§5 - Duties of members survive, for the ones dismissed, eliminated, or excluded, until the General Meeting approves the accounts of the fiscal year in which the dismissal took place.

## **CHAPTER VI**

### **MANAGEMENT STRUCTURE**

**Art. 23** - The Cooperative shall have the following bodies:

- I - GENERAL MEETING;
- II - BOARD OF DIRECTORS;
- III - EXECUTIVE BOARD;
- IV - AUDIT COMMITTEE.

§1 - The General Meeting, Board of Directors and Executive Boards are deliberative and decision-making bodies, within their competencies.

§2 - The Audit Committee is an auditing and monitoring body, with action defined by law and statutory complementation.

§3 - It is prohibited the joint participation, in the Management Bodies and in the Audit Committee, of spouses, ancestors, descendants and second-degree collateral relatives, by blood or affinity, of the officers or members of the Audit Committee.

## SECTION I

### THE GENERAL MEETING

Art. 24 - The Members' General Meeting, which may be Ordinary or Extraordinary, is the Cooperative's ultimate body, with powers within the limits of the law and of these Articles of Incorporation, to make any decisions of social interest and their resolutions bind all, even if absent or dissenting.

**Art. 25** - The Meeting is chaired and convened by the President, after resolution of the Board of Directors.

§1 - Once their motivation is justified, 20% (twenty percent) of members in voting conditions may request the President the convening of a Meeting and, in the event of refusal and/or after 10 (ten) days after the request date with no reply, they may convene it themselves, choosing an "ad-hoc" President.

§2 - In the event of big and urgent reason and whenever the Audit Committee deems necessary, it may convene an Extraordinary General Meeting, after suggesting it to the President, or in the case of refusal, immediately.

**Art. 26** - The following members are not allowed to participate in the General Meeting:

- a) Those admitted after its convening;
- b) Those who have violated any provision of §2 of Art.16 of these Articles of Incorporation.

**Art. 27** - In the event of any of the hypotheses set forth in Art. 25, the General Meetings are convened at least 10 (ten) days in advance for the first convening, one hour from the first to the second and one hour from the second to the third. The General Meetings in which there are elections for the Board of Directors and/or Audit Committee, are convened at least 45 (forty-five) days in advance for the first convening, one hour from the first to the second and one hour from the second to the third.

Sole Paragraph - The 3 (three) convening may be done in one public notice, provided that the deadline for each one is expressly provided for.

**Art. 28** - Public Notices for Convening of General Meetings must include:

a) The Cooperative's name, registration number in the National Register of Legal Entities (CNPJ), followed by the expression: "Convening of General Meeting" Ordinary or Extraordinary, as applicable;

b) The meeting's day and time of each convening, as well as the address of where it will be held, which, unless justified, shall always be the Cooperative's Registered Office.

c) The numerical ordinal sequence of the convening;

d) The proceedings agenda, with proper specifications;

e) The number of members existing in the date of issue, for the purpose of calculating the legal number (quorum) for installation and assessment of the representation criterion;

f) Name in full and respective signature of the person responsible for the convening.

§1 - If the convening is made by a member, the Public Notice must be signed by at least the 5 (five) first signatories of the document that requested it, while respecting what is set forth in §1 of Art.25.

§2 - The Convening Public Notices are affixed in visible locations of the areas most frequented by members, published in the newspaper, communicated by circulars or electronic means to the members.

**Art. 29** - The Legal number (quorum) for installation of the General Meeting is:

a) 2/3 (two-thirds) of the number of members, on first convening;

b) Half plus one member, on second convening;

c) Minimum of 10 (ten members), on third convening.

§1 - Even on third convening, the General Meeting shall only operate with the attendance of, at least, half plus one of the members responsible for the convening, when it is a Meeting corresponding to the hypothesis set forth in §1 of Art. 25.

§2 - For the purposes of verifying the "quorum" set forth in this Article, the number of attending members, on each convening, is ascertained by their signatures on the Attendance Book, the same incurring for the case provided for in §1 above.

**Art. 30** - Failure to reach the "quorum" for installation of the Meeting convened under Art. 27, a new convening shall be made, also at least 10 (ten) days in advance.

§1 - If the legal number for its installation is not reached once more, it is admitted the intention of dissolving the Society.

§2 - The provisions of the previous paragraph are no applicable for cases of Meeting convened based on §1 of Art. 25.



**Art. 31** - The member attending the General Meeting is entitled to only one vote, whatever their number of quotas may be, following case set forth in §3 of Art. 14. In cases of joint registration of members, only the shareholding partner is entitled to vote and be voted for.

**Sole Paragraph** - A member is not allowed to be represented in the General Meeting through legal representative or attorney, exception is made for Legal Entities, including Singular Cooperatives, affiliated under provisions of §2 of Art. 14.

**Art. 32** - The General Meetings, Ordinary or Extraordinary, are responsible for discharging members of the Board of Directors and Audit Committee.

§1 - In the event of discharge that may compromise the regularity in Management or Auditing of the Entity, the Meeting must assign new members for the Board of Directors and for the Audit Committee, as per sole paragraph pf Art. 39 of Law nº 5.764 dated as of 12/16/71.

§2 - Members are discharged from the Board of Directors due to cases of grave acts in violation of Articles of Incorporation, laws, and administrative probity or even in violation of provisions of Art. 20 and its paragraphs of these Articles of Incorporation.

**Art. 33** - The works in the General Meetings shall be chaired by the Chief Executive Officer, who is assisted by another Officer, named by them.

§1 - The President is responsible for ensuring the attendance or replacement of the Secretary in charge of the Meeting Minutes.

§2 - When the General Meeting has not been convened by the President, the proceedings shall be conducted by members invited by the latter, with the main parties interested in convening the meeting forming the presiding committee.

**Art. 34** - Holders of social positions, as well as any other member, although they cannot vote on decisions regarding matters directly referring to them, among them rendering of accounts, they are not prohibited from taking part on the respective discussions.

**Art. 35** - In General Meetings that discuss the Balance Sheets and Accounts of the Fiscal Year, the Cooperative's President, after reading the Management Report, Accounting Statements of the Audit Committee opinion and Reports of the Accounting Audit, requests the plenary sitting to approved one by one their appointment of members in order to coordinate the discussion and voting of the matter.

§1 - Once the proceedings have been handed over, the President, Officers, and Audit Councilors shall leave the table, but shall remain in the room, available to the Meeting for any clarifications that may be requested of them.

§2 - The appointed coordinator chooses among the members a Secretary for that act ("ad-hoc") who will assist in the wording of the decisions to, later, be included in the Minutes by the Meeting Secretary.

**Art. 36** - The General Meetings resolutions shall only address the matters indicated in the Convening Public Notice and the ones that are directly or immediately related to them.

§1 - Habitually, the voting will be open, as specifically agreed or as customary, including by proclamation. However, the Meeting may decide for secret voting, applying, when this option incurs, the usual rules.

§2 - What takes place at the General Meeting must be included in the certified Minutes, drawn up in dedicated Book, read out loud, approved and signed at the end of proceeding, by a commission of 8 (eight) designated members and also for those who wish to do so.

§3 - In the event of a General Meeting not convened by neither the President nor the Audit Committee, but by members, pursuant to §1 of Art. 25, the members commission set forth in the previous §1 must be composed of at least 2/3 (two-thirds) of attending members, under penalty of nullity of resolutions recorded in the respective Minutes.

§4 - Carried out the cases set forth in Article 39 of these Articles of Incorporation and pursuant to sole paragraph of the same Article, the resolutions of the General Meetings are made by majority of votes of attending members entitled to vote, and the President is responsible for the casting vote.

§5 - The action to annul the resolutions in the General Meeting that are erroneous, malicious, fraudulent, or simulated, or made in violation of the Law and/or these Articles of Incorporation prescribes in 4 (four) years starting from the date on which the Meeting was held.

## SECTION II ORDINARY GENERAL MEETING

**Art. 37** - The Ordinary General Meeting is obligatorily held once a year during the first quarter that succeeds the end of the fiscal year, resolves on the following matters, which must be included in the Proceedings of the Day:

I - Rendering of accounts of Administration bodies, accompanied by the Audit Committee Opinion, encompassing:

- a) Management Report;
- b) Balance sheets;
- c) Statement of surplus and losses;
- d) Audit Committee Opinion.

II - Propositions of the Board of Directors regarding the destination of surplus ascertained or apportionment of losses, deducting in the first case, the installments for the obligatory funds;

III - Election of the components of the Board of Directors and the Audit Committee;

IV - In the Meeting where the aforementioned election takes place, propositions regarding the remuneration process of Executive Officers pursuant to statutory provisions, as well as the value of Attendance Stipend for the other members of the Board of Directors and Audit Committee for the attendance to the respective meetings;

V - Any matters of social interest, excluding those listed in Art. 39 of these Articles of Incorporation.

§1 - The members of the Board of Directors and Audit Committee may not participate in the voting of matters set forth in items I and IV of this Article.

§2 - Approval of the Cooperative's Report, Balance Sheet, and Accounts discharges the accountable officers, except in cases of malice, fraud, and simulation, as well as violation of this law or Articles of Incorporation.

§3 - When the General Meeting is installed, it must decide, initially, the resources presented.

### SECTION III EXTRAORDINARY GENERAL MEETING

**Art. 38** - The Extraordinary General Meeting is held whenever necessary and may resolve on matters of interest for the Society, provided that they are mentioned in the Convening Public Notice.

Sole Paragraph - Insofar as not specifically provided for in these Articles of Incorporation, the Extraordinary General Meeting shall be governed by the same procedural rules established for the General Meeting, contained in Section I of this Chapter.

**Art. 39** - The Extraordinary General Meeting is solely responsible for resolving on the following matters:

I - Articles of Incorporation Reform, as well as any decisions necessary for the effective implementation of new statutory provisions;

II - Merge, Incorporation or Severance;

III - Change of social goals;

IV - Voluntary dissolution of Society and appointment of liquidators;

V - Liquidator's accounts.

Sole Paragraph - 2/3 (two-thirds) of the attending members votes are necessary to render valid the resolutions set forth in this Article.

### SECTION IV BOARD OF DIRECTORS

**Art. 40** - The Cooperative shall be governed by a Board of Directors, composed of an Executive Board and voting members.

**Art. 41** - The Board of Directors shall be composed of 9 (nine) full members, all members of the Cooperative, elected in General Meeting with mandate of 4 (four) years, who may be re-elected or dismissed, with the mandatory renewal of at least 1/3 (one-third).

Sole Paragraph - Upon assuming the position of member of the Board of Directors of COOXUPÉ, the elected member shall assume joint responsibility for the guarantees and sureties provided by the replaced members.

**Art. 42** - The Executive Officers shall be assigned for and by the members of the Board of Directors, being one of them the President and the others as many as necessary and established in the Organizational Structure of the Society.

§1 - The number of executive boards in this Organizational Structure shall be determined by the Board of Directors, according to evolutionary process of the operational and service strategies of interest to the Society.

§2 - In the event of destitution of member of the Board of Directors, the corresponding statutory rules shall be met, with emphasis on provisions of Art. 32 and its paragraphs.

§3 - However, in the event of destitution of an Executive Officer, this holder may remain as voting member of the Board of Directors.

§4 - Also, an Executive Officer may be replaced by a member of the Board of Directors up until then in the capacity of a Voting Officer. In this case, the replaced officer becomes the Voting Officer themselves, any time such replacements are resolved by the Board of Directors as of interest of the Society.

§5 - Under any hypothesis, the number of members of the Executive Board shall be superior to 1/3 (one-third) of the total members of the Board of Directors.

**Art. 43** - Since the Board of Directors is composed of voting members and an Executive Board, its operation and assignments must be subject to regulation through the Internal Regiment, prepared by the Board of Directors, in which the Society's Organizational Structure must be included, as well as not conflict with the provisions of the Law and/or these Articles of Incorporation.

**Art. 44** - The elections for the Board of Directors for mandates of 4 (four) years, pursuant to Art. 41 of these Articles of Incorporation, will follow the process below:

I - All members who are in good standing may qualify to the position of member of the Board of Directors, once the legal and statutory conditions are met; II - The individual candidate must run as part of a coalition of 9 (nine) candidates to full members and it is mandatory the appointment, in this coalition, of the Coordinator for the future election of Board President;

III - The coalition must be registered in the Cooperative's Secretariat at least 35 (thirty-five) calendar days prior to the General Meeting, until 6 (six) p.m.;

IV- In addition to ineligible members listed in Article 55, of these Articles of Incorporation, members who have family relationships of until 2nd degree, straight or collateral, among each other, or with members of the Audit Committee are not allowed to apply;

V- In order for the coalition to be considered apt for the registration, it must meet the following requirements:

a) Be composed of members that are registered in the same COOXUPÉ Center/Branch, therefore limiting itself to one candidate per Center/Branch;

b) The candidate that has an individual registration at a Center/Branch and is a main partner in the registration of joint members at another Center/Branch, according to line “a” of this item, may choose which of these Center/Branch they will run with, for the purposes of the next line of this item:

c) Each candidate must have been nominated by means of a signed list of support signed by at least 5% (five percent) of the members registered at the Center/Branch where the candidate is registered, in accordance with the previous paragraph of this item. After publication of the Meeting’s Convening Public Notice, each Center/Branch shall affix the list of its members, at a panel dedicated for such notices;

d) Having been nominated, by means of a signed list of support signed by at least 5% (five percent) of the total members of the Cooperative, contained in the Meeting Convening Public Notice, already included in this percentage the one indicated in the previous line of this item;

e) Appoint a representative, non-member of the coalition, to monitor the voting proceedings and results verification of the elections;

f) Submit, for each candidate, authorization signed by them for their inclusion on the coalition, and, for the purposes of the provisions of item “a” of Art. 55 of these Articles of Incorporation, a clearance criminal certificate from the civil and criminal courts of the districts in which they have resided in the last 5 (five) years, as well as from the districts where they own property. If the certificate is liable, a Certificate of the Status of the Judicial Process of each process must be submitted;

g) Be composed of members, individuals, who, in addition to the legal and statutory requirements, are able to prove:

g.1) they have been members for more than 4 (four) years, in individual registration, or main partner of joint registration;

g.2) submission of the Income Tax Return, regarding the last fiscal year;

g.3) they are not ineligible, pursuant to Art. 55 of these Articles of Incorporation;

VI- For purposes of the provisions of item “V” of this Article, no member shall run in more than 1 (one) coalition, under penalty of this member's name being removed from any other coalition(s) on which their name appears and which have been submitted to the Cooperative’s Secretariat in order subsequent to the first coalition submitted by them.

VII- Each candidate must sign an irrevocable and irreversible commitment that, if elected, they will replace or, if this is not possible, assume joint liability for the personal guarantees and sureties of the Officers and their spouses whose mandates are expiring, in agreements already entered into and to be entered into by the Cooperative with banks, suppliers, and other public or private entities.

VIII - The coalition registration request, registered in the Cooperative's Secretariat, as per provisions of item III of this Article, accompanied by the support listing, shall be available to any member in the Cooperative's headquarter Secretariat, for consultation. In the event of a plea, it shall be submitted by the interested member to the coalition's coordinator, in accordance with the following:

- a) Up until 2 (two) business days, until 6 (six) p.m., starting from the end of the coalition's registration deadline, the coalition's coordinator may submit a plea, by means of substantiated petition in writing to be received and judged by the Election Committee;
- b) Up until 5 (five) business days, until 6 (six) p.m., starting from the end of the deadline mentioned in the previous line of this item, the Election Committee shall examine and resolve if the coalition is fit for registration and shall also judge any pleas;
- c) Up until 3 (three) business days, until 6 (six) p.m., starting from the end of the deadline mentioned in the previous line of this item, the coalition's coordinator shall expedite and solve any irregularities, if the Election Committee thus decide, under penalty of the coalition be deemed unfit for registration in the elections. At the same time, the coalition's coordinator may submit an appeal, if they disagree with the Election Committee decision;
- d) Up until 2 (two) business days, until 6 (six) p.m., starting from the end of the deadline mentioned in the previous line of this item, the Election Committee shall judge any appeal that may be filed. This judgment shall not be subject to appeal;
- e) Up until 2 (two) business days, until 6 (six) p.m., starting from the end of the deadline mentioned in the previous line of this item, the coalition's coordinator shall expedite and solve any irregularities, if the Election Committee thus decide, under penalty of the coalition be deemed unfit for registration in the elections;
- f) Up until 1 (um) business day, until 6 (six) p.m., starting from the end of the deadline mentioned in the previous line of this item, the coalition deemed fit by the Election Committee shall be registered.

IX - The cases omitted shall be regulated by the Board of Directors;

X - Candidates to the Board of Directors and Audit Committee shall be part of a single coalition, although independent of each other, whenever there is an election for the former.

§1 - Prior to the publishing of the Convening Public Notice for Meeting in which there will be an election, the Board of Directors jointly with the Audit Committee, shall establish a Committee, named "Election Committee", composed of non-candidates for elective offices in the Cooperative, assigned to coordinate the proceedings in general, related to the electoral process of the members for the Board of Directors and Audit Committee. The Electoral Process shall be regulated by the Board of Directors. At its own discretion and in accordance with the aforementioned regulation, the Election Committee shall have other assignments.

§2 - At the discretion of the Board of Directors, the Election Committee may conduct any Electoral proceedings in the years subsequent to the one in which it was instituted, without need for new annual resolutions by the Board of Directors.

**Art. 45** - The Elected Officers shall choose among themselves, in accordance with the statutory determinations, the partners that shall carry out the many assignments and roles set forth for the Society's proper Organizational Structure.

§1 - This choice shall be carried out within, at most, one business day for the Presidency partner and, at most, five business days for the other partners and new choices may be made at any time, provided that changes in the Organizational Structure arise that require them.

§2 - In the event of the foreseen deadlines for the corresponding choices not be met, for whatever reason, the following is determined:

- a) Those members of the Board of Directors who perhaps have been re-elected, will once again assume the same executive position they had been holders of at the moment of re-election;
- b) If, in the above scenario, the President from the previous mandate is not re-elected, the oldest member of the Board of Directors shall assume the Presidency and shall appoint the holders of the other positions required by the Organizational Structure and who did not meet the requirements of item "a" above, their respective holders;
- c) The situations set forth in lines "a" and "b" shall be deemed provisional, obviously until the realization of the effective choices under §1 of this Article are possible to be realized.

**Art. 46** - The Board of Directors is governed by the following rules:

I - It shall meet ordinarily whenever necessary, being convened by the President, by the majority of the Board or even by request of the Audit Committee;

II - It shall validly resolve with the presence of the majority of its members, representation being prohibited, with decisions being made by a majority vote in relation to the total number of members, binding on all, even if absent or dissenting;

III - The resolutions shall be consigned in detailed Minutes, drawn up in dedicated Book, read aloud, approved and signed at the end of the proceeding by the attending Board members.

**Art. 47** - The Board of Directors is responsible, within the limits of the Law and of these Articles of Incorporation, after complying with the decisions or recommendations of the General Meeting, make all decisions necessary to the Society, which are not an exclusive assignment of the General Meeting, assignments that are granted by Law and/or these Articles of Incorporation to it.

**Art. 48** - The Board of Directors are responsible for:

- a) Determining the general direction of the Cooperative's business, as well as proposing changes to the Society's Organizational Structure at the Executive Board level, in accordance with the provisions of these Articles of Incorporation;
- b) In accordance with these definitions, naming the Executive Officer, as well as promoting, if it is the case, their destitution or replacement;

- c) Complying with item IV of Art. 37 of these Articles of Incorporation regarding the proposals related to the remuneration process of the Cooperative's Governing Body, in accordance with the statutory determinations regarding the aforementioned process;
- d) Approving admission of professionals directly subordinated to the Executive Board;
- e) Guiding the Executive Officers management, examining, at any time, the Cooperative's books and papers, request information on agreements entered into or in the process of signing;
- f) Convening the General Meeting;
- g) Proposing statutory reforms for approval of the Meeting;
- h) Resolving on Management Report to be submitted to the Ordinary General Meeting;
- i) Resolving on Balance Sheets and other documents that shall be reviewed by the Meeting;
- j) Watching over compliance with the Cooperativism Laws, labor legislation, tax law, among others, as applicable;
- l) Conducting monthly checks and assessments of the Cooperative's economic-financial status and the development of its business and activities in general, by examining balance sheets and specific statements, and subsequently making decisions of interest;
- m) Hiring External Audit services and assessing reports, taking the proper measures;
- n) Authorizing, through Minutes including these resolutions, Officers to make settlements, take on loans, pledge, acquire, sell rights and assets on Society's properties, through the issue, acceptance, surety or endorsement, alongside Banco do Brasil and other Banks, of Promissory Notes, Doubles, Warrants, Exchange Rate Contracts, Rural Promissory Notes, Rural Doubles, Rural Mortgage Pledges, Rural Securitized Pledges, Rural Securitized and Mortgage Pledges, Certificates of Rural Products, Certificate of Rural Products with Financial Settlement, Agreements with Agricultural and Industrial Credit Portfolios, General Credit Portfolio and International Trade Portfolio from Banco do Brasil and other Banks, Commercial and Industrial Lien, giving the warranties the Banks demand, including production delivered by its members, through drafting of Agreements, by Public or Private Deed, and all else that may safely fulfill the Cooperative's needs, except for provisions of line "o" of this Article;
- o) When the contracting of loans depends on the encumbrance of real estate, the Board shall propose these contracts to the Extraordinary General Meeting, as this is its exclusive responsibility;
- p) Approving the Cooperative's annual budget;
- q) Deciding on the opening of new center and warehouses.

Sole Paragraph - In addition to the assignments listed in the lines of the caput of this Article, shall incur all other expressly set forth in the different texts of other Articles of these Articles of Incorporation.



**Art. 49** - The President is responsible for:

- a) Exercising leadership and hierarchical authority, as well as motivation, over the other Officers of the Cooperative;
- b) Chairing meetings, as well as executively supporting all resolution by the Board of Directors;
- c) Defining macro policies and determining guidelines regarding the major areas of focus for the Society, in accordance with the general guidelines established by the Board of Directors;
- d) Ensuring, through personal action, as well as through acts of other Officers of the Cooperative, by their own delegation, the preservation and optimization of the Society's Institutional Image, before the Federal, State and Municipal Government, Public Bodies, Trade Associations and other Institutions and, in general terms, before the external public of interest, whether on a regional, national or international level;
- e) Assessing the results and performance of activities of holders of governing positions, as well as promoting their development;
- f) Engaging in the general supervision of the Cooperative's activities, aiming to ensure their continuity, growth, and good management of its members' capital;
- g) Representing the society in and out of court, however, it may name by means of legal instrument, this assignment to another Officer, Board member, or any employee;
- h) Convening and governing the General Meetings and the Board of Directors meetings;
- i) Signing, jointly with other Executive Officer, checks and securities that import funds transactions;
- j) Signing, jointly with other Executive Officer, contracts, deeds, and documents that may encumber the Society;
- l) Signing members' nominative securities;
- m) Submitting the Fiscal Year Report, Balance Sheets, Accounts and Opinions from the Audit Committee to the Board of Directors;
- n) Granting, jointly with other Executive Officer, power of attorney to third parties with full powers to represent the Society in transactions for which such procedure is recommended or convenient;
- o) Complying with other duties assigned to them by the texts of these Articles of Incorporation.

**Sole Paragraph** - The performance of any acts corresponding to these duties of the Chief Executive Officer by another member of the Board of Directors implies a presumption of formal delegation by the Chief Executive Officer or resolution by the Board of Directors in the event of their impediment. Such resolutions must be included in appropriate documents and/or minutes of the Board of Directors' meetings.

**Art. 50** - The Executive Officers are responsible for:

- a) Preparing, jointly with the President, the policies and strategies regarding the operations and services of their area of governing;
- b) Complying with such strategies and, if it is the case, incorporating alterations and feedback from them;
- c) Defining the operationalization goals of these strategies planned and demand their fulfillment from the involved people, taking responsibility for achieving these goals before the Cooperative's Board of Directors;
- d) Exercising leadership and hierarchical authority, as well as motivation, over Managements and/or Advisory Services directly subordinate to them;
- e) Taking responsibility for all assignments of their Executive Board;
- f) Complying with all acts and actions that, by delegation of the President or other members of the Board of Directors, have been assigned to them for all the term the effects of this delegation endure;
- g) Signing, jointly with the President or other Executive Officer, the documents listed in lines "i" and "j" of Art. 49;
- h) Approving the admission or dismissal of direct subordinates of the professionals referred to in letter "d" of Article 48.

**Sole Paragraph** - The performance of any acts corresponding to these duties of the Executive Officer by another Executive Officer implies a presumption of formal delegation or resolution by the Board of Directors. Such resolutions must be included in appropriate documents and/or minutes of the Board of Directors Cooperative's meetings.

**Art. 51** - In accordance with item IV of Art. 37 of these Articles of Incorporation, the Meeting in which the election of members of the Board of Directors takes place shall be responsible for approving the proposals related to the remuneration process of Officers, thus elected, and the Board of Directors shall be responsible for submitting to the Meeting these proposals, pursuant to provisions of line "c" of Art. 48 of these Articles of Incorporation.

**Art. 52** - Such proposals related to the remuneration process of members of the Board of Directors must comply with the following statutory provisions:

- a) The voting members of the Board of Directors shall have Attendance Stipends due to attending the meetings in value equivalent to the average resulting from query alongside Companies of similar size and scope, such as Publicly-Held Companies, whose members of the Board of Directors are elected by Meetings;
- b) The same procedure shall be adopted for calculating the Attendance Stipends of senior members of the Audit Committee;
- c) Members of the Board of Directors assigned as Executive Officers and chosen as holders of the Executive Board shall not enjoy the payment of Attendance Stipends.

**Art. 53** - Only Executive Officers and members of the Board of Directors who have effectively and fully performed the duties and responsibilities assigned to them in the respective profiles of the Board of Directors contained in these Articles of Incorporation shall be entitled to the remuneration components set forth in this Article:

- a) Monthly salary payment, with amount corresponding to the average resulting from query in companies of similar size and scope, adjusted by the same index and the same occasion in which legal and mandatory corrections for hired managing frameworks happen;
- b) Extension to non-employee officers of the FGTS (Guarantee Fund for Length of Service) Regulations.

**Art. 54** - Any member of the Board of Directors that takes part in social act or operation, individually or in collectively, in which the Society's scope is hidden, shall be declared personally responsible for the obligations contracted in their name, without prejudice to the applicable criminal penalties.

§1 - The components of the Board of Directors, as well as of the Audit Committee and liquidators equate to managers of Limited Companies for purposes of criminal responsibility.

§2 - Without prejudice to any action that may be taken by any member, the Society, through its officers, or represented by the member chosen at the General Meeting, is entitled to take action against the Officers who are members of the Board of Directors, to enforce their liability.

§3 - Furthermore, the managers, herein understood as members of the Board of Directors, Audit Committee and Executive Board are prohibited from:

- a) Practicing arbitrary acts at the expense of the Cooperative;
- b) Taking as loan resources or assets of the Society, or using, for their own benefit or of third parties, the Society's assets, services, or credit, unless as a result of cooperative acts between them and the Cooperative;
- c) Receiving from members or third parties, any benefit directly or indirectly as result of their position;
- d) Participating in or influencing resolutions on matters of personal interest and they must declare the reasons for their impediment;
- e) Operating in any of the economic fields of the Cooperative or exercising activity performed by it;
- f) Supplying, under any context, even if by means of price or competition intake, assets, and services to the Society, except those related to cooperative acts between them and the Cooperative. Such prohibition includes spouses, ancestors, descendants, and family relationships until 2nd degree, by blood or affinity;

§4 - The manager is personally liable for the losses they cause to the Cooperative, including with demanding return of amounts received, in addition to compensatory charges, when they:

- a) Violate the law of the Articles of Incorporation;
- b) Proceed, within their duties and powers, with fault or malice.

**Art. 55** - In addition to legally banned people, those ineligible for the Board of Directors and Audit Committee are:

- a) Members who establish a work relationship with the Cooperative, trade agent or legal entity manager who acts in one the economic fields or who exercises one of the Society's activities, their respective spouses, as well as people banned by law or by the Articles of Incorporation, in addition to those convicted to penalties that, even if temporarily, impedes them from taking public offices or convicted for bankruptcy, forfeit, graft or bribery, embezzlement, or for crimes against popular economy, the national financial system, antitrust laws, consumer relations, public faith or property.
- b) Spouse, ancestors, descendants, or family relationships until 2nd degree, by blood or affinity, of the members of statutory bodies of the Cooperative;
- c) Members of the Audit Committee in exercise in the six months prior to the election Meeting date, in case of election of the members of the Board of Directors;
- d) The member who has exercised and/or run in the last 4 (years) to elective public office;
- e) The member who is exercising a non-elective public office;
- f) The member who is not in good standing with their duties and obligations, contained in the Articles of Incorporation;
- g) The member who has filed any lawsuit against the Cooperative.

**Art. 56** - The member who, even if holding an elective position in the Society, has opposite or conflicting interest that of the Cooperative in any operation, shall not participate in the resolutions regarding the operation in question and must notify their impediment.

## SECTION V ABSENCES AND DELEGATIONS

**Art. 57** - For the specific cases of delegations already set forth in the previous paragraphs, the ruling determined in the provisions of these Articles of Incorporation shall be followed.

Sole paragraph - The delegations registered in Minutes of decision-making bodies or in a dedicated book shall be regarded as formal and, as such, with legal force for the purposes for which they are intended.

**Art. 58** - In case of absence or temporary impediment of the President or any Executive Officer, the matters that should be resolved by them shall await their presence or shall be resolved by express delegation, in the form listed above.

Sole paragraph - If there are no clear and safe assignments regarding it, the Board of Directors, by deliberation of its members, shall take the necessary decisions, including defining specific responsibilities to the attending Officers, in accordance with the operation rules of this Board.

## CHAPTER VII

### AUDIT STRUCTURE

#### SECTION I

##### AUDIT COMMITTEE

**Art. 59** - The Cooperative management shall be supervised by an Audit Committee.

§1 The Audit Committee shall be composed of 6 (six) members, of which, 3 (three) are full members and 3 (three) are deputies, any of the latter to replace any of the former, all members, elected by the General Meeting, for mandate of 1 (one) year, destitution or re-election is allowed, the latter for the immediate period, of only 1/3 (one-third) of its members.

§2 - The Audit Committee elections, for mandate of 1 (one) year, in accordance with §1 of this Articles, shall be conducted by the Election Committee instituted as per provisions of §§1 and 2 of Art. 44, of these Articles of Incorporation, and shall follow the process below:

I - Any member who is in good standing may run to the position of member of the Audit Committee, provided that the legal and statutory conditions are also met;

II - The individual candidate must run as part of a coalition of 6 (six) candidates, and the naming of the coalition coordinator is mandatory;

III - The coalition must be registered in the Cooperative's Secretariat at least 35 (thirty-five) calendar days prior to the General Meeting, until 6 (six) p.m.;

IV - In addition to ineligible members listed in Article 55, of these Articles of Incorporation, members who have family relationships of until 2nd degree, straight or collateral, among each other, or with members of the Board of Directors are not allowed to apply;

V - In order for the coalition to be considered apt for the registration, it must meet the following requirements:

a) Be composed of members that are not registered in the same COOXUPÉ Center/Branch, neither among themselves, nor with members of the Board of Directors, therefore limiting itself to one candidate per Center/Branch;

b) The candidate that has an individual registration at a Center/Branch and is a main partner in the registration of joint members at another Center/Branch, according to line "a" of this item, may choose which of these Center/Branch they will run with, for the purposes of the next line of this item:

c) Each candidate must have been nominated by means of a signed list of support signed by at least 5% (five percent) of the members registered at the Center/Branch where the candidate is registered, in accordance with the previous paragraph of this item. After publication of the Meeting's Convening Public Notice, each Center/Branch shall affix the list of its members, at a panel dedicated for such notices;

d) Having been nominated, by means of a signed list of support signed by at least 5% (five percent) of the total members of the Cooperative, contained in the Meeting Convening Public Notice, already included in this percentage the one indicated in the previous line of this item;

e) It must appoint a representative, non-member of the coalition, to monitor the voting proceedings and results verification of the elections;

f) Submit, for each candidate, authorization signed by them for their inclusion on the coalition, and, for the purposes of the provisions of item “a” of Art. 55 of these Articles of Incorporation, a clearance criminal certificate from the civil and criminal courts of the districts in which they have resided in the last 5 (five) years, as well as from the districts where they own property. If the certificate is liable, a Certificate of the Status of the Judicial Process of each process must be submitted;

g) Be composed of members, individuals, who, in addition to the legal and statutory requirements, are able to prove:

g.1) they have been members for more than 4 (four) years, in individual registration, or main partner of joint registration;

g.2) submission of the Income Tax Return, regarding the last fiscal year;

g.3) they are not ineligible, pursuant to Art. 55 of these Articles of Incorporation;

VI- For purposes of the provisions of item “V” of this Article, no member shall run in more than 1 (one) coalition, under penalty of this member's name being removed from any other coalition(s) on which their name appears and which have been submitted to the Cooperative's Secretariat in order subsequent to the first coalition submitted by;

VII The coalition registration request, registered in the Cooperative's Secretariat, pursuant to provisions of item III of this Article, accompanied by the support listing, shall be available to any member in the Cooperative's headquarter Secretariat, for consultation. In the event of a plea, it shall be submitted by the interested member to the coalition's coordinator, in accordance with the following:

a) Up until 2 (two) business days, until 6 (six) p.m., starting from the end of the coalition's registration deadline, the coalition's coordinator may submit a plea, by means of substantiated petition in writing to be received and judged by the Election Committee;

b) Up until 5 (five) business days, until 6 (six) p.m., starting from the end of the deadline mentioned in the previous line of this item, the Election Committee shall examine and resolve if the coalition is fit for registration and shall also judge any pleas;

c) Up until 3 (three) business days, until 6 (six) p.m., starting from the end of the deadline mentioned in the previous line of this item, the coalition's coordinator shall expedite and solve any irregularities, if the Election Committee thus decide, under penalty of the coalition be deemed unfit for registration in the elections. At the same time, the coalition's coordinator may submit an appeal, if they disagree with the Election Committee decision;

d) Up until 2 (two) business days, until 6 (six) p.m., starting from the end of the deadline mentioned in the previous line of this item, the Election Committee shall judge any appeal that may be filed. This judgment shall not be subject to appeal;

e) Up until 2 (two) business days, until 6 (six) p.m., starting from the end of the deadline mentioned in the previous line of this item, the coalition's coordinator shall expedite and solve any irregularities, if the Election Committee thus decide, under penalty of the coalition be deemed unfit for registration in the elections;

f) Up until 1 (um) business day, until 6 (six) p.m., starting from the end of the deadline mentioned in the previous line of this item, the coalition deemed fit by the Election Committee shall be registered. VIII- Candidates to the Board of Directors and Audit Committee shall be part of a single coalition, although independent of each other, whenever there is an election for the latter;

IX- The cases omitted shall be regulated by the Board of Directors.

§3 - Members of the Audit Committee are responsible for the losses arising from omission during the performance of their duties and violation of the law or of these Articles of Incorporation and by acts carried out with fraud or malice.

**Art. 60** - The Audit Committee meets, ordinarily, once a month and, extraordinarily, whenever necessary, with attendance of three of its members.

§1 - In its first meeting, it shall choose, among its full members, one Coordinator, tasked to convene meetings and govern its proceedings, and one Secretary.

§2 - The meetings may be convened by any of its members, by request of the Board of Directors or the General Meeting.

§3 - In the Coordinator's absence, the proceedings shall be split by deputy chosen for the occasion.

§4 - Resolutions shall be made by simple majority of votes, representation is prohibited and there shall be Minutes, drawn up in dedicated book, read aloud, approved and signed at the end of proceedings of each meeting, by the three attending supervisors.

**Art. 61** - In the event of three vacancies in the Audit Committee, the Board of Directors shall convene a General Meeting for its filling.

**Art. 62** - The Audit Committee is responsible for exercising regular oversight of operations, activities and services of the Cooperative, as well as being responsible for:

- a) Watching over in the sense that the administrative acts fulfill its legal and statutory goals;
- b) Studying the balance sheets and other monthly statements, the annual balance sheet and report by the Board of Directors, issuing opinion regarding those for the General Meeting;
- c) Informing the Board of Directors about the conclusions of their proceedings, reporting to it, and if the Board is not taking the necessary measures for the safeguarding of the Cooperative's interests, to the General Meeting or competent authorities, any irregularities verified and suggest useful measures to the Cooperative;
- d) Convening the General Meeting in grave or urgent cases, or when it deems necessary;
- e) Requesting the Board of Directors the hiring of Independent Audit, if the Cooperative does not have this service, under contract, when members of the Audit Committee may then use these services.

## SECTION II BOOKS

**Art. 63** - The Cooperative must have the following documents:

- I - Members Registration;
- II - Book of Minutes of General Meetings;
- III - Book of Minutes of Board of Directors Meetings;
- IV - Book of Minutes Audit Committee;
- V - Attendance Book of Members in General Meetings;
- VI - Other fiscal and accounting of expressive obligation.

**Art. 64** - In the Registration Document, members are registered by chronological order of admission, and shall contain:

- I - Name, marital status, nationality, profession, and domicile;
- II - Date of admission and, when applicable, date of dismissal, elimination, or exclusion;
- III - Checking account of the respective Share Capital quotas.

## SECTION III BALANCE SHEET, SURPLUS, LOSSES, AND FUNDS

**Art. 65** - The Overall Balance Sheet, including the comparison of income and expenses, shall be drawn up on December 31 of each year.

§1 - The results shall be verified separately, in accordance with the nature of the operations or services.

I - In accordance with the proportion of revenue from members and non-members in relation to the Cooperative's total revenue, the proceeds from financial investments with members shall be allocated to surpluses, as per Art. 66 of these Articles of Incorporation.

II - The proceeds from equivalent net worth and investments evaluated by the cost of acquisition per investment in non-cooperative societies shall be allocated to surpluses, as per Art. 66 of these Articles of Incorporation.

§2 - Regarding credits unclaimed by members, an Administrative fee of 20% (twenty percent) a year shall be charged, calculated on the value of this credit, which will revert to the Reserve Fund, as well as the proceeds from the fee charged on the transfer of quotas, donations without allocation, and any surplus funds.

§3 - The Accounting and Financial Statements shall be audited yearly by an independent audit and shall include:

- I - Balance Sheet;
- II - Statement of surplus and losses;
- III - Statements of Changes in Owners' Equity;
- IV - Statements of Cash Flows;
- V - Explanatory notes



**Art. 66** - From the surpluses verified in each activity sector, the following percentages shall be deducted:

- a) 30% (thirty percent) for the Reserve Fund - R.F.;
- b) 15% (fifteen percent) for the Technical, Educational and Social Reserve Fund - FATES;
- c) 20% (twenty percent) allocated to the Fund for Increase of Capital Account;
- d) 5% (five percent) for the Development Fund.

§1 - The percentages set forth in lines "a", "b" and "d" of the caput of this Article constitute, as registered in Arts. 66A, 67 and 68, indivisible funds and, as such, shall be handled for accounting and administrative purposes. The percentage set forth in line "c" shall be taken to the Capital Account of the main member, observing the proportion each member has applied for the total revenue of the Cooperative.

§2 - After complying with the provisions in the caput of this Article and in its §1, as well as observing the provisions of Art. 70 of these Articles of Incorporation, 10% (ten percent) of surplus shall be calculated, whose funds shall be distributed to the members in the proportion of the specific operations they have carried out within the Cooperative. The remaining balance of 20% (twenty percent), by means of proposition of the Board of Directors, shall be at the disposal of the Board of Directors for deliberation.

§3 - Likewise, verified losses that are not covered by the Reserve Fund shall be apportioned among the members, after approval of the Balance Sheet by the Ordinary General Meeting, in the proportion of the specific operations they have carried out within the Cooperative.

**Art. 66A** - The Development Funds is aimed at investments in infrastructure, new technologies and working capital, being indivisible as well.

**Art. 67** - The Reserve Fund is indivisible among members and it is aimed at repairing any losses of any nature and assisting the development of social activities of the Cooperative, namely the expansion and innovation of operational sectors.

**Art. 68** - The Technical, Educational and Social Assistance Fund - FATES is aimed at educational activities, provision of assistance to members, their family members, and the Cooperative employees themselves, being indivisible as well.

**Art. 69** - Dismissed, eliminated, or excluded members are not entitled to the indivisible Funds.

**Art. 70** - In addition to the funds set forth in Art. 66 of these Articles of Incorporation, the General Meeting may set up other funds, including short-term ones, with resources allocated to specific purposes.

## SECTION IV

### DISSOLUTION AND LIQUIDATION

**Art. 71** - The Cooperative shall be dissolved by operation of law:

- I - When so resolved by the General Meeting, provided that the members, totaling the minimum number demanded by these Articles of Incorporation, are not willing to ensure its continuity;
- II - Due to change in its legal form;
- III - Due to the decrease in number of members or minimum Share Capital if, until the next General Meeting held no sooner than 6 (six) months, they are not reestablished;
- IV - Due to revocation of authorization for operation;
- V - Due to interruption of its activities for more than 120 (one hundred and twenty) days.

Sole paragraph - When the Society's dissolution is not voluntary, under the hypotheses set forth in this Article, the measure must be taken judicially, by the request of any member, or by initiative of the competent Federal body.

**Art. 72** - When the dissolution is resolved by General Meeting, it names one or more liquidator(s) and one Audit Committee of 3 (three) member to proceed with the settlement.

§1 - The settlement process may only be started after hearing of the competent Federal body.

§2 - The General Meeting, within the limits of its duties, may, at any time, destitute the liquidators and members of the Audit Committee, naming their replacements.

**Art. 73** - The liquidator shall proceed with the settlement, in accordance with the provisions of Cooperativism Law.

## CHAPTER VIII

### GENERAL PROVISIONS

#### SECTION I

#### GENERAL PROVISIONS

**Art. 74** - The funds set forth in lines "a", "b" and "d" of Art.66 of these Articles of Incorporations and invisible among the members and, in the event of settlement of the Society, shall be allocated in accordance with resolution of the Meeting that ratifies the settlement.

**Art. 75** - The cases omitted shall be resolved in accordance with doctrinal Law and principles.

***Approved by the Extraordinary General Meeting dated as of June 26, 2025.***





**Cooperativa Regional de Cafeicultores em Guaxupé Ltda.**

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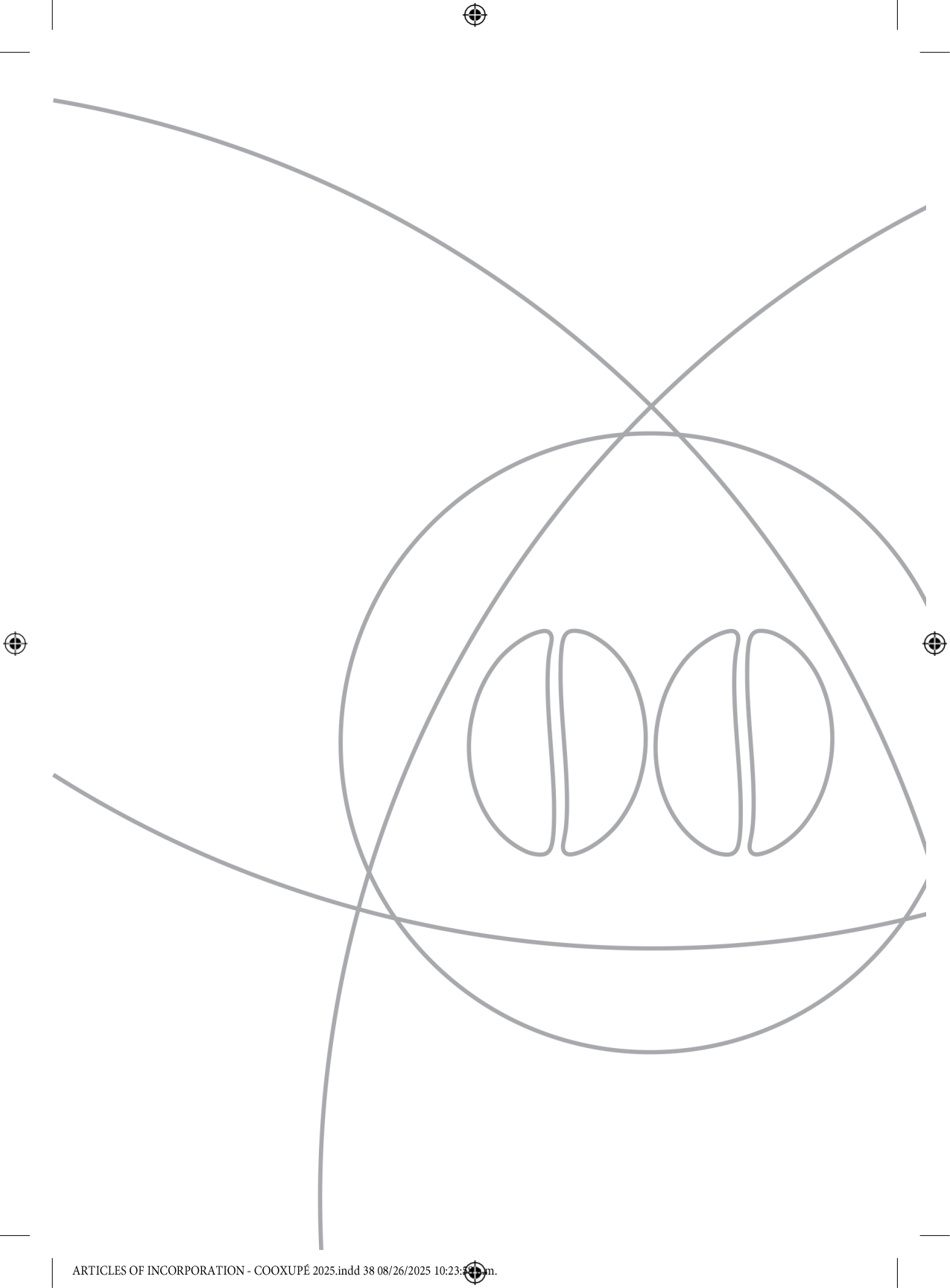
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**Board of Trade of the State of Minas Gerais**

I hereby certify the registration under nº 12871826 on 07/10/2025 of the COOPERATIVA REGIONAL DE CAFEICULTORES EM GUAXUPÉ LTDA – COOXUPÉ company, Nire 31400012982 and protocol 254388701 - 07/08/2025. Registration effects: 07/10/2025. Authentication: 5542D3DB4E54ABD553ACC224D0CAF6BB454B557. Marinely de Paula Bomfim – General Secretary. To validate this document, access <http://www.jucemg.mg.gov.br> and enter protocol nº 25/438.870-1 and security code VHQL. This copy was digitally authenticated and signed on 07/10/2025 by Marinely de Paula Bomfim – General Secretary.

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07/18/2025, 07:53 a.m.





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Cooperativa Regional de Cafeicultores em Guaxupé Ltda. - Cooxupé

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