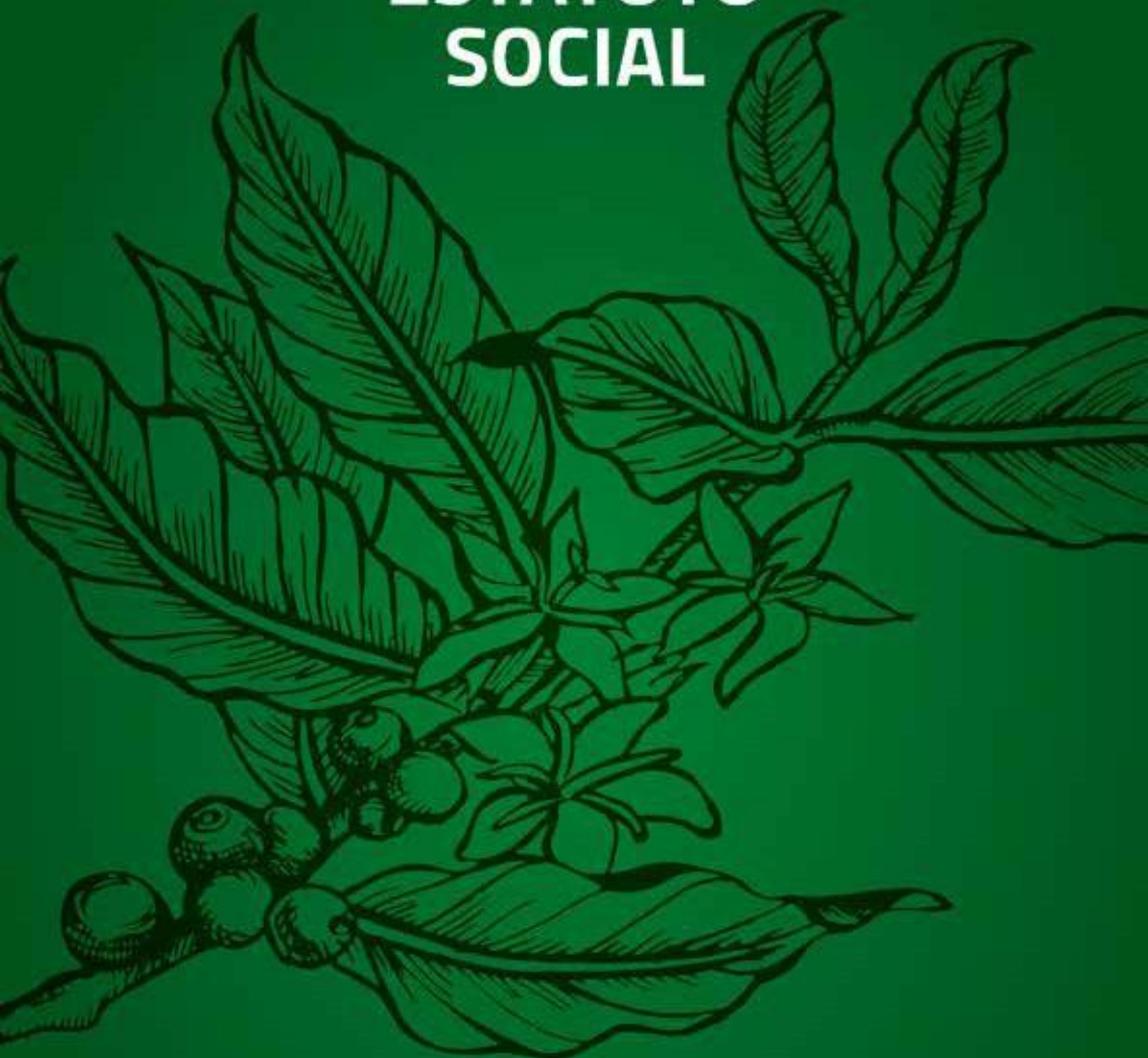


# ESTATUTO SOCIAL



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November 27, 2025

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

APPROVED BY  
**EXTRAORDINARY GENERAL ASSEMBLY DATED JUNE 19, 1987,**

RECTIFIED AND RATIFIED BY  
**EXTRAORDINARY GENERAL ASSEMBLY DATED OCTOBER 23, 1990,**

RECTIFIED AND RATIFIED AGAIN BY  
**EXTRAORDINARY GENERAL ASSEMBLY DATED NOVEMBER 23, 1998,**

RECTIFIED AND RATIFIED AGAIN BY  
**EXTRAORDINARY GENERAL ASSEMBLY DATED AUGUST 31, 2011,**

RECTIFIED AND RATIFIED AGAIN BY  
**EXTRAORDINARY GENERAL ASSEMBLY DATED JANUARY 18, 2013,**

RECTIFIED AND RATIFIED AGAIN BY  
**EXTRAORDINARY GENERAL ASSEMBLY DATED NOVEMBER 11, 2013,**

RECTIFIED AND RATIFIED AGAIN BY  
**EXTRAORDINARY GENERAL ASSEMBLY DATED DECEMBER 19, 2014,**

RECTIFIED AND RATIFIED AGAIN BY  
**EXTRAORDINARY GENERAL ASSEMBLY DATED MAY 24, 2017,**

RECTIFIED AND RATIFIED AGAIN BY  
**EXTRAORDINARY GENERAL ASSEMBLY DATED OCTOBER 27, 2017,**

RECTIFIED AND RATIFIED AGAIN BY  
**EXTRAORDINARY GENERAL ASSEMBLY DATED FEBRUARY 28, 2019,**

RECTIFIED AND RATIFIED AGAIN BY  
**EXTRAORDINARY GENERAL ASSEMBLY DATED NOVEMBER 28, 2019,**

RECTIFIED AND RATIFIED AGAIN BY  
**DIGITAL EXTRAORDINARY GENERAL ASSEMBLY DATED JULY 15, 2021,**

RECTIFIED AND RATIFIED AGAIN BY  
**EXTRAORDINARY GENERAL ASSEMBLY DATED NOVEMBER 25, 2022,**

RECTIFIED AND RATIFIED AGAIN BY  
**EXTRAORDINARY GENERAL ASSEMBLY DATED JUNE 26, 2025,**

AND RECTIFIED AND RATIFIED AGAIN BY  
**EXTRAORDINARY GENERAL ASSEMBLY DATED NOVEMBER 27, 2025.**

# **CHAPTER I**

## **LEGAL AND JURIDICAL CHARACTERISTICS**

**Art. 1** - Cooperativa Regional de Cafeicultores em Guaxupé Ltda. - COOXUPÉ is regulated by this Articles of Incorporation, pursuant to current cooperative legislation.

§1 - It is headquartered in the city of Guaxupé, State of Minas Gerais, at Rua Manoel Joaquim Magalhães Gomes, nº 400, Vila Santa Bárbara, CEP [Zip Code] 37834-077, and the Legal Jurisdiction belongs to the Judicial District of Guaxupé, State of Minas Gerais.

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

**Art. 2** - For the purpose of admitting members, its Area of Operation includes municipalities located in the States of Minas Gerais, São Paulo, Rio de Janeiro, Goiás, Espírito Santo and Bahia, and the Area of Operation may be expanded to other States at the discretion of the Board of Directors.

**Art. 3** - The duration of the Company is indefinite.

**Art. 4** - The fiscal year runs from January 1st to December 31st.

# **CHAPTER II**

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

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

**Art. 6** - In fulfilling this basic purpose, the Cooperative will have as its General Policy the practice of the principle of mutual aid, aiming at defending the interests and promoting the economic and social development of its members.

Sole paragraph - The cooperative is authorized to act as a substitute in court to defend the collective rights of its members, having a concurrent independent extraordinarily legitimate right to do so.

**Art. 7** - In view of this General Policy, the Cooperative establishes the development of the following strategic lines as its primary mode of operation, always in accordance with its capabilities.

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

§2 - Storage Services: through the practice of the corresponding operations, including, if desired, the registration of a General Warehouse.

§3 - Supply Services: through joint purchases and supply to its members of items necessary and/or useful for 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 the rationalization of means and processes and, in general, productivity in all activities of the associates.

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

## **CHAPTER III**

### **TACTICAL PURPOSES**

**Art. 8** - For each of the strategic lines defined in Chapter II, Art. 7, the following Tactical Procedures are established, considering those listed in the following paragraphs as the main ones, and without excluding any others that remain consistent with the corresponding strategy.

§1 - Marketing:

- a) Receive, classify, initially process, reprocess, standardize and industrialize, in whole or in part, agricultural, livestock and any other type of production relevant to the Cooperative's operations, originating from the activities of its members;
- b) Develop and organize product reception services for members, in such a way as to obtain good preservation and security conditions and, simultaneously, rationalize the transport of production to warehouses or to the consumer market;
- c) Ensure adequate distribution channels and placement in domestic and international consumer markets for all products sold in common;

- d) Provide facilities, machinery and warehouses whenever and wherever they are necessary, including through leasing, for the optimal fulfillment of the aforementioned purposes;
- e) Adopt a duly registered trademark for products received and/or manufactured and ensure its promotion through compatible advertising and/or publicity.

§2 - Storage Services, if desired:

- a) Register as a General Warehouse, issuing warehouse receipts and warrants for products stored in its warehouses, whether owned or leased;
- b) Also practice the alternative of issuing other securities arising from its normal activities, applying, where applicable, specific legislation, in accordance with Art. 82 of Law No. 5,764 dated December 16, 1971.

§3 - Supply Services:

- a) Acquire and/or, when possible and pertinent, produce and supply to its members, through invoicing and/or service fees, items that are necessary or useful for the operation of their agricultural activities, including machinery, implements, fuels, lubricants and any other inputs intended for the activities of the members;
- b) Acquire and/or produce and supply, according to the Cooperative's convenience and possibilities, all kinds of utilities, foodstuffs, personal and household products through the same system;
- c) Install, where necessary and convenient, warehouses and storage facilities in locations that facilitate the distribution of the items mentioned above;
- d) Purchase, by order from members, any other items they may need for their agricultural activities in general, if they are consistent with the common interests of the Cooperative.

§4 - Financial Services:

- a) To the extent possible, offer installment sales of the items mentioned in §3 above;
- b) Support and guide members in obtaining financing from credit institutions;
- c) Facilitate, through intermediary action and support for the practice, when necessary and justified, the transfer of funds and bank credits;
- d) Within the pre-established parameters and according to the feasibility of the circumstances, make advance payments on account of future deliveries through negotiable instruments accompanied by documents that guarantee the delivery of the respective production;
- e) Operate the modality of Rural Product Note with Financial Settlement with members according to pre-established parameters and the feasibility of the circumstances.

§5 - Technical Services:

- a) Protect the success of the cooperative system by all possible technical means, installing and/or promoting any services aimed at developing production, rationalizing means and processes, and optimizing the economic conditions of use;
- b) Undertake initiatives and implement technical assistance plans that promote, in all compatible ways, the productivity of the members' activities.

§6 - Social Services, within the established parameters and according to the feasibility of the circumstances:

- a) Preparation, gradual implementation, and constant update of a general plan of human development initiatives related to the Cooperative's interest of improving;
- b) Provision of medical and dental services;
- c) Provision of cultural, economic education (cooperatives) and administrative guidance (family microeconomics), budgetary education and planning services;
- d) Provision of social and sports development services to the respective communities impacted by the Cooperative's activities;
- e) Feasibility studies and potential implementation of a rural electrification plan and means of communication;
- f) Provision of administrative guidance services;
- g) Provision of other services compatible with the specific objectives of the general human development plan mentioned in item "a" of this paragraph, including support for the Cooperative Employees Association.

**Art. 9** - To fulfill the tactical purposes mentioned in paragraphs 1, 2, 3, and 6 of Article 8, the Cooperative may develop projects, plans, and programs for civil construction, maintenance of works, as well as other mechanical, hydraulic, and similar projects executed in-house or by third parties exclusively for its operational needs.

**Art. 10** - To achieve any of the Cooperative's objectives, it may participate in mergers, spin-offs, incorporations, partnerships, or affiliations with other cooperatives, as well as strategically ally with and participate in non-cooperative companies, respecting the current legislation.

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

§2 - In order to fulfill the tactical purposes foreseen in Article 8 and to meet the legitimate interest of the Cooperative in providing services for the benefit of its members, respecting the current legislation on the protection of personal data, the Cooperative may share the personal data of its members with other affiliated cooperatives, companies in which the Cooperative has a shareholding, and non-cooperative partner companies, and these may share the personal data of the Cooperative's members with third parties, such as financial institutions and insurance companies, and receive from these third parties proposals, budgets, projects and personal data, provided that they are necessary for the services to be provided for the benefit of the Cooperative's members.

## **CHAPTER IV**

### **CAPITAL STRUCTURE**

**Art. 11** - The Cooperative's share capital is subdivided into quotas, is unlimited in terms of maximum value, and varies according to the number of quotas subscribed, but cannot be less than R\$4,000,000.00 (four million reais).

§1 - The unit value of the quota is one monetary unit in force in the country.

§2 - The quota is indivisible.

§3 - Each member must initially subscribe for capital proportional to the economic value of their property, according to a table periodically approved by the Board of Directors, which will include the minimum subscription required.

§4 - The members must pay for their quotas in full upfront.

§5 - Every two years, in accordance with Article 27, §2 of Law 5,764 dated 12/16/71, the Cooperative may, at the discretion of the General Assembly, establish the adjustment of the member's share capital to the conditions in force, in accordance with the third paragraph of this article.

§6 - Upon reaching 75 (seventy-five) years of age, the member may request the refund of their share capital in the manner established by the Board of Directors without the need to resign from the membership, provided that debts are deducted, and the minimum required capital amount is maintained fully paid up;

§7 - The capital referred to in §6 of this article will cease to be part of the Cooperative's Net Worth if the members' formal request is approved by the Board of Directors;

§8 - At the discretion of the Board of Directors, the reimbursement referred to in §6 of this article may be interrupted.

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

§1 - The subscription, payment, transfer or return of quotas must be recorded in the Registration Documents.

§2 - Transfers of quotas, in whole or in part, shall be recorded by means of a document containing the signatures of the transferor, the transferee, and the President of the Cooperative.

§3 - Although the quotas cannot be pledged to third parties under any circumstances, they may nevertheless serve as a basis, in realized value, as a secondary guarantee for the obligations that the member incurs with the Cooperative.

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

§1 - Members who so wish will always be allowed to subscribe for an amount exceeding the established and/or mandatory limits, provided that legal and statutory requirements are respected.

§2 - On the other hand, if the member so wishes, the Cooperative may accept the subscription at any time and for any amount, provided that:

- a) The member has already paid the minimum subscription fees and any other mandatory fees;
- b) Such subscriptions are solely at the initiative and interest of the member;
- c) They may have their value refunded to the member, as agreed.

§3 - Other amounts may also be subscribed by members who are interested in financing the installation of new services, with other members who wish to benefit from the same services being subject to the same subscription.

§4 - For the purposes of §3 above, it will be the responsibility of the Board of Directors to determine the quantum of capital to be subscribed and paid up by the member who wishes to use such specific operations and/or services that may be created, according to the common criteria of proportionality.

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

§6 - Upon proposal of the Board of Directors, the Ordinary General Assembly 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**

#### **HIRING, RIGHTS, DUTIES AND RESPONSIBILITIES 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 company'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 Company, 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 in terms of maximum, but may not, under any circumstances, be less than 20 (twenty) individuals.

§2 - Legal Entities that meet the conditions described in this Article and align with the objectives of the Cooperative may also become members, as may Singular Cooperatives.

§3 - In the cases of members mentioned in §2, for voting purposes, such associates will each have one vote, which will be exercised by the representative of the Legal Entity.

§4 - Only Legal Entities that meet the requirements of Law No. 5,764 dated December 16, 1971, in its Article 29, §2, may be admitted as members.

**Art. 15** - To become a member, after fulfilling the requirements of the previous Article, the prospective member must agree to the provisions of these Articles of Incorporation and not engage in any activity that harms or conflicts with the interests of the Company. In this situation, the candidate will complete the respective admission proposal provided by the Cooperative, signing it with 2 (two) members.

Sole paragraph - Once the proposal is approved by the Board of Directors, the candidate subscribes to and pays up the quotas of Capital under the terms and conditions set forth in these Articles of Incorporation and signs the Registration Document, thus completing their admission to the Company.

**Art. 16** - In accordance with the provisions of the previous Article, the member acquires all rights and assumes all duties and obligations arising from the Law, these Articles of Incorporation, and the decisions adopted by the Cooperative.

§1 - The member is entitled to:

- a) Participate in the Meetings and vote on the matters discussed therein, once the legal and statutory conditions have been met;
- b) Propose measures that are in the Cooperative's interest to the Board of Directors or General Assemblies;
- c) Vote and be voted for in the election of members of the Board of Directors and the Fiscal Council, respecting the restriction that Legal Entities may not be voted for, once the legal and statutory conditions have also been met;
- d) Resign from the Company whenever it is convenient for them, once all commitments to the Cooperative have been settled;
- e) During the 10 (ten) days preceding the Ordinary General Assembly, consult, at the Cooperative's headquarters and with prior notice, the "Management Report and Financial Statements", which must be available to the member.

§2 - The member has duty and obligation to:

- a) Deliver its production to the Cooperative and carry out with it the other operations that constitute its economic and social objectives, in accordance with the rules and conditions established by the Board of Directors;
- b) Subscribe to and fully pay up the capital quotas in accordance with these Articles of Incorporation and contribute to the service fees and operational charges that may be established;
- c) Comply with the provisions of the Law, the Articles of Incorporation, resolutions duly adopted by the Board of Directors and decisions of General Assemblies;
- d) Actively participate in the social and business life of the Cooperative and to promptly fulfill their commitments to it;
- e) Contribute what is due to them, in accordance with the provisions of these Articles of Incorporation, to cover the expenses of the Company;
- f) Provide the Cooperative with information related to the activities that allow them to become a member;
- g) Pay its share of any losses eventually determined in the Balance Sheet, if the Reserve Fund is not sufficient to cover them;
- h) Carry out with the Cooperative those operations that correspond to their activities as a member and always in accordance with the strategic policies and objectives that comprise the form and purpose of action of the Company.

§3 - The delivery of the member's production to the Cooperative, as per item "a" of §2 of this Article, signifies the granting to the Cooperative of full powers for its free disposal, including the power to register it and use it as collateral for credit operations carried out by the Company.

§4 - Members, in view of the rights set forth in §1 of this Article and the obligations referred to in §2 of the same Article, shall be distinguished respectively by the proper enjoyment and fulfillment of these rights and obligations, with emphasis on operational loyalty, from which the Board of Directors shall adopt criteria for implementing a corresponding differential in service in the various activities according to compliance or non-compliance and at different levels of this operational loyalty, an essential characteristic of the cooperative attitude and regime.

**Art. 17** - In accordance with item "g" of §2 of Article 16 of these Articles of Incorporation and in the manner provided for in Article 89 of Law No. 5,764 dated 12/16/71, losses verified during the fiscal year will be covered with resources from the Reserve Fund and, if this is insufficient, through apportionment among the members in direct proportion to the services specifically used.

§1 - Thus, in the specific case strictly stated in the "caput" of this Article, the member's liability will be limited to losses proportional to their activity related to cooperative acts.

§2 - However, regarding the Cooperative's commitments, since it is a limited liability company, under the strict terms of Article 11 of Law No. 5,764 dated 12/16/71, the member will be subsidiarily liable for the commitments referred to in this paragraph, only up to the value of the capital subscribed by them.

§3 - The liability of the member for the Company's commitments to third parties continues for those who have been dismissed, expelled, or excluded until the accounts for the fiscal year in which the termination occurred are approved, and may only be invoked after the Cooperative has been legally required to do so.

§4 - The obligations of deceased members contracted with the Cooperative and those arising from their responsibility as members to third parties stated in the preceding paragraphs of this Article and in any other texts of these Articles of Incorporation pass to the heirs, but are subject to a statute of limitations one year after the date of the opening of the succession.

§5 - On the other hand and in the same way, the heirs of deceased members are entitled to the paid-in capital and other credits belonging to the deceased, ensuring their right to remain in the Cooperative, if they meet the legal conditions and those established in these Articles of Incorporation.

**Art. 18** - In accordance with the provisions set forth in the preceding Article 17 and consistent with the determinations expressly provided for in Article 11 of Law No. 5,764 dated 12/16/71, the COOXUPÉ – COOPERATIVA REGIONAL DE CAFEICULTORES EM GUAXUPÉ LTDA. shall be liable to third parties in the proper and strict manner of a limited liability company, that is, only up to the value of the capital subscribed by its members.

§1 - In the event of the Cooperative's association with other Singular Cooperatives or its affiliation with Central Cooperatives, its liability to such Companies shall be limited solely and specifically to losses incurred in the manner strictly corresponding to its transactions with them, and further limited strictly to the value of the capital subscribed by the Cooperative in those Companies with regard to other losses.

§2 - In any case of dissolution and liquidation of the Cooperative Company, literal attention shall be paid to the provisions of Article 68 of Law No. 5,764 dated 12/16/71 in all its subparagraphs from I to XI, with the exception of subparagraph VIII, which expressly does not refer to the limited liability Cooperative Company, as characterized in the texts of its Articles of Incorporation.

## SECTION II DISMISSAL, EXPULSION 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 then forward it to the Executive Board and record it in the Registration Document by means of a document signed by the President.

**Art. 20** - The expulsion of a member, which is applied due to a violation of the Law or these Articles of Incorporation, is made by decision of the Board of Director after a maximum of three written notices to the offender; the reasons that determined it must be stated in the document drawn up in the Registration Document and signed by the President of the Cooperative.

§1 - The Board of Directors may expel a member who:

- a) Engages in any activity considered detrimental to the Cooperative or that conflicts with its objectives;
- b) Is characterized by an incidence of defamation, slander, libel, and actions harmful to the Company;
- c) Ceases to operate with the Cooperative under the terms set forth in Article 16, §2, with emphasis on item "a", i.e., who fails to deliver their production to the Cooperative, diverting it to intermediary trade;
- d) Has not conducted any transactions with the Cooperative for more than one year, thus demonstrating their complete non-participation in both joint sales and joint purchase transactions;
- e) Leads the Cooperative to take legal action to obtain the fulfillment of obligations contracted by them after exhausting all possible amicable means to receive its credit;
- f) After being notified, continues to violate provisions of the Law, these Articles of Incorporation, and the resolutions or decisions of the Cooperative.

§2 - An authentic copy of the decision will be sent to the interested party within 30 (thirty) days through a process that proves the dates of dispatch and receipt.

§3 - The member who was expelled may, within 30 (thirty) days from the date of receipt of the notification, file appeals that have suspensive effect to the first Meeting.

**Art. 21** - The members will necessarily be excluded:

I - Due to the dissolution of a Legal Entity;

II - Due to the death of an Individual;

III - Due to civil incompetency not remedied;

IV - For failing to meet the statutory requirements for joining or remaining in the Cooperative.

Sole paragraph - The exclusion of a member, based on the provisions of subparagraph IV of this Article, is made by decision of the Board of Directors, applying, in this case, the provisions of Art. 20 in its paragraphs 2 and 3.

**Art. 22** - In any case of dismissal, expulsion, or exclusion, the member is entitled to the reimbursement of the capital they have paid in and any surplus funds that have been credited to them, in addition to other credits in their checking account, less any debits.

§1 - The reimbursement mentioned in this article may only be demanded after the General Assembly has approved the Balance Sheet for the fiscal year in which the member was removed from the Cooperative.

§2 - The Cooperative's administration may determine that the reimbursement due be made in equal monthly installments, starting from the fiscal year following their dismissal.

§3 - The reimbursement will be made as follows:

a) In full and in a single payment, in case of the member's death;

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

c) Interest on capital accounts, in any case of reimbursement, ceases with the last accounting entry made, based on the Ordinary General Assembly immediately preceding its dismissal, expulsion or exclusion.

§4 - In the event of resignations, expulsions, and exclusions of members, in such numbers that the reimbursements of the amounts referred to in this Article may threaten the economic and financial stability of the Cooperative, the Cooperative may reimburse them according to criteria that safeguard its continuity.

§5 - The duties of the members remain in effect for the ones dismissed, expelled, or excluded until the accounts for the fiscal year in which the dismissal occurred are approved by the General Assembly.

## **CHAPTER VI**

### **ADMINISTRATIVE STRUCTURE**

**Art. 23** - The Cooperative will have the following bodies and organizations:

- I - GENERAL ASSEMBLY;
- II - BOARD OF DIRECTORS;
- III - EXECUTIVE BOARD;
- IV - FISCAL COUNCIL.

§1 - The General Assembly, the Board of Directors, and the Executive Board are deliberative and decision-making bodies, within the limits of their respective powers.

§2 - The Fiscal Council is an auditing and supervisory body with actions defined by law and supplementary statutory provisions.

§3 - The joint participation of spouses, ancestors, descendants, and collateral relatives up to the second degree, by consanguinity or affinity, of managers or members of the Fiscal Council in the Administrative Bodies and the Fiscal Council is prohibited.

## SECTION I

### GENERAL ASSEMBLY

**Art. 24** - The General Assembly of Members, which may be Ordinary or Extraordinary, is the supreme body of the Cooperative, with powers within the limits of the law and these Articles of Incorporation, to make all decisions of social interest, and its decisions are binding on all members, even those absent or dissenting.

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

§1 - Once their motivation has been justified, 20% (twenty percent) of the members eligible to vote may request the President to convene the Meeting and, in case of refusal and/or after 10 (ten) days have elapsed from the date of the request without a response, they may convene it themselves by choosing an “ad-hoc” President.

§2 - If serious and urgent reasons arise, and whenever the Fiscal Council deems it necessary, the President may convene an Extraordinary General Assembly after a suggestion from the Council to the President, and immediately in case of refusal.

**Art. 26** - It will not be able to participate in the General Assembly the member who:

- a) Was admitted after the General Assembly was convened;
- b) Is in violation of any provision of §2 of Art. 16 of these Articles of Incorporation.

**Art. 27** - In any of the cases referred to in Art. 25, General Assemblies shall be convened with a minimum prior notice of 10 (ten) days for the first convening, one hour from the first to the second, and one hour from the second to the third. General Assemblies in which elections for the Board of Directors and/or Fiscal Council are held shall be convened with a minimum notice of 45 (forty-five) days 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) convenings may be made in a single notice, provided that it expressly states the deadlines for each of them.

**Art. 28** - The Notices for Convening of General Assemblies must include:

- a) The name of the Cooperative, its registration number in the National Registry of Legal Entities - CNPJ, followed by the expression: Ordinary or Extraordinary “Convening of the General Assembly”, as the case may be;
- b) The date and time of each meeting, as well as the address of the location where it will be held, which, unless there is a justified reason, will always be the Cooperative's Head Office;
- c) The numerical ordinal sequence of the convening;
- d) The Agenda for the meeting with the necessary specifications;
- e) The number of members existing on the date of its issuance for the purpose of calculating the legal quorum for establishment and assessment of the representation criterion;
- f) Full name and signature of the person responsible for the convening.

§1 - If the convening for meetings is made by a member, the Notice must be signed by at least the first 5 (five) signatories of the document requesting it, observing what is stated in §1 of Art. 25.

§2 - The Notices for Convening are posted in visible locations in the premises most commonly frequented by members, published in journal, communicated by circulars and by electronic means to members.

**Art. 29** - The legal quorum required to convene the General Assembly is as follows:

- a) 2/3 (two thirds) of the number of members, in the first convening;
- b) Half plus one of the members, in a second convening;
- c) Minimum of 10 (ten) members, in the third convening.

§1 - Even in a third convening, the General Assembly may only function with the presence of at least half plus one of the members responsible for the convening, when it is a Meeting corresponding to the events set forth in §1 of Art. 25.

§2 - For the purpose of verifying the quorum referred to in this Article, the number of members present at each meeting is determined by their signatures affixed in the Attendance Book, the same applying to the case contemplated in §1 above.

**Art. 30** - If there is no quorum to convene the Meeting under Art. 27, a new convening will be made, also with a minimum notice of 10 (ten) days.

§1 - If there is still no quorum for its convening, the intention to dissolve the Company is recognized.

§2 - The provisions of the preceding paragraph do not apply to cases of Meetings convened based on §1 of Art. 25.

**Art. 31** - Members present at the General Assembly are entitled to only one vote regardless of the number of their quotas, subject to the provisions of Art. 14, paragraph 3. In cases of joint registration of members, only the main partner is entitled to vote and be voted for.

Sole paragraph - Members are not permitted to be represented at General Assemblies through an agent or attorney-in-fact, except for Legal Entities, including Singular Cooperatives, associated under the terms of paragraph 2 of Art. 14.

**Art. 32** - The removal of members of the Board of Directors and the Fiscal Council falls under the jurisdiction of the General Assemblies, whether Ordinary or Extraordinary.

§1 - In the event of a removal that could compromise the regularity of the Administration or Supervision of the Entity, the Meeting must appoint new members to the Board of Directors or to the Fiscal Council, as provided for in the sole paragraph of Art. 39 of Law No. 5,764 dated 12/16/71.

§2 - The removal of members of the Board of Directors will occur in cases of serious acts contrary to the articles, laws, and administrative probity, or in violation of the provisions of Art. 20 and its paragraphs of these Articles of Incorporation.

**Art. 33** - The activities at the General Assemblies will be led by the President Director, who is assisted by another Director appointed by him.

§1 - It shall be the President's responsibility to ensure the presence or replacement of the Secretary responsible for the Minutes of the Meetings.

§2 - When the General Assembly has not been convened by the President, the activities will be led by members invited by them, with the principal parties interested in its convening forming the presiding officers.

**Art. 34** - Those holding social positions within the organization, as well as any other members, although unable to vote on decisions concerning matters that directly affect them, including those related to accountability, are not prevented from participating in the respective debates.

**Art. 35** - In General Assemblies where the Balance Sheet and Accounts for the Fiscal Year are discussed, the President of the Cooperative, immediately after reading the Management Report, the Accounting Documents of the opinion of the Fiscal Council, and the Accounting Audit Reports, requests that the plenary approve, one by one, their nominations of members to coordinate the debates and voting on the matter.

§1 - Once the direction of the proceedings has been transferred, the President, Directors, and Fiscal Council members leave the table, but remain in the room, being available to the Meeting for any clarifications that may be requested of them.

§2 - The designated coordinator chooses from among the members a Secretary for that act ("ad-hoc") who will assist in drafting the decisions to be subsequently included in the Minutes by the Meeting Secretary.

**Art. 36** - The decisions of the General Assemblies should only address matters included in the Notice of Convening and those that are directly or immediately related to them.

§1 - Usually, voting will be open, in a manner specifically agreed upon or as is customary, including by acclamation; however, the Meeting may opt for secret voting, observing the usual rules when this option occurs.

§2 - The events of the General Assembly must be recorded in a detailed Minutes, drawn up in the appropriate Book, read aloud, approved and signed at the end of the proceeding by a committee of 8 (eight) designated members and by anyone else who wishes to do so.

§3 - In the event of a General Assembly not convened by the President or the Fiscal Council, but by members, in accordance with §1 of Article 25, the committee of members referred to in §2 above must be composed of at least 2/3 (two-thirds) of the members present, under penalty of nullity of the decisions recorded in the respective Minutes.

§4 - Except in the cases provided for in Article 39 of these Articles of Incorporation and in accordance with the sole paragraph of the same Article, the decisions of the General Assemblies are adopted by a majority vote of the members present with the right to vote, with the President having the casting vote.

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

## SECTION II ORDINARY GENERAL ASSEMBLY

**Art. 37** - The Ordinary General Assembly, which is mandatorily held once a year during the first quarter following the end of the financial year, deliberates on the following matters, which must be included in the Agenda:

I - Rendering of accounts from Administrative bodies, accompanied by the opinion of the Fiscal Council, comprising:

- a) Management Report;
- b) Balance Sheet;
- c) Statement of Surpluses and Losses;
- d) Opinion of the Fiscal Council.

II - Proposals from the Board of Directors regarding the allocation of any surpluses or apportionment of losses, deducting in the first case the portions allocated to mandatory funds;

III - Election of the members of the Board of Directors and the Fiscal Council;

IV - At the Meeting where the election takes place, proposals relating to the remuneration process for Executive Directors as provided for in the statutory provisions, as well as the value of Attendance Compensation for the other members of the Board of Directors and the Fiscal Council for attending the respective meetings;

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

§1 - Members of the Board of Directors and the Fiscal Council may not participate in the voting on the matters referred to in subparagraphs I and IV of this Article.

§2 - Approval of the Cooperative's Report, Balance Sheet and Financial Accounts releases the holders from liability, except in cases of willful misconduct, fraud and simulation, as well as violation of the law or these Articles of Incorporation.

§3 - Upon the General Assembly being convened, the appeals shall initially be decided.

### SECTION III EXTRAORDINARY GENERAL ASSEMBLY

**Art. 38** - The Extraordinary General Assembly is held whenever necessary and may deliberate on matters of interest to the Company, if they are mentioned in the Notice of Convening.

Sole paragraph - Unless specifically determined in these Articles of Incorporation, the Extraordinary General Assembly shall be governed by the same normative procedures established for the General Assembly, as set forth in Section I of this Chapter.

**Art. 39** - The Extraordinary General Assembly has exclusive authority to deliberate on the following matters:

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

II - Merger, Incorporation or Division;

III - Change in social goals;

IV - Voluntary dissolution of the Company and appointment of liquidators;

V - Liquidator's accounts.

Sole paragraph - The votes of 2/3 (two thirds) of the members present are required to validate the decisions referred to in this Article.

### SECTION IV BOARD OF DIRECTORS

**Art. 40** - The Cooperative will be managed by a Board of Directors consisting of an Executive Board and voting members.

**Art. 41** - The Board of Directors shall consist of 9 (nine) full members elected at the General Assembly for a term of 4 (four) years, and may be re-elected or removed, with the mandatory renewal of at least 1/3 (one third).

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

**Art. 42** - Executive Directors will be appointed by and from the members of the Board of Directors, one of whom will be the President and as many others as necessary and established in the Organizational Structure of the Company.

§1 - The number of executive directors included in this Organizational Structure shall be established by the Board of Directors according to the evolutionary process of operational and service strategies of interest to the Company.

§2 - In the event of the removal of members of the Board of Directors, the corresponding statutory rules will be followed, with emphasis on what is stated in Article 32 and its paragraphs.

§3 - However, in cases of removal of an Executive Director, they may remain as a voting member of the Board of Directors.

§4 - Furthermore, an Executive Director may be replaced by a member of the Board of Directors acting as a Voting Director, with the replaced member then becoming a Voting Director, whenever such replacements are decided upon by the Board of Directors as being in the interest of the Company.

§5 - Under no circumstances may the number of members of the Executive Board exceed 1/3 (one third) of the total number of members of the Board of Directors.

**Art. 43** - Since the Board of Directors is composed of voting members and an Executive Board, the operation and responsibilities of the latter must be regulated through Internal Regulations drawn up by the Board of Directors, which must include the Organizational Structure of the Company, and may not conflict with the provisions of the Law and/or these Articles of Incorporation.

**Art. 44** - The elections for the Board of Directors for terms of 4 (four) years, in accordance with Article 41 of these Articles of Incorporation, will be as follows:

I - Any member who is in full enjoyment of their rights may apply for the position of member of the Board of Directors, provided that the legal and statutory conditions are also 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 with the Cooperative's Secretary's Office at least 35 (thirty-five) calendar days prior to the date of the General Assembly until 6:00 (six) PM;

IV - In addition to those ineligible as listed in Article 55 of these Articles of Incorporation, members who have family ties up to the 2nd degree in a direct or collateral line with each other, or with the members of the Fiscal Council, may not run for or be part of the Board of Directors;

V - For a coalition to be considered eligible for registration, it must meet the following requirements:

a) It must be composed of candidates who are not registered in the same COOXUPÉ Center/Branch, therefore limited to one candidate per Center/Branch;

b) A candidate who has an individual registration in a Center/Branch and is a main partner in the registration of joint members at another Center/Branch, respecting item “a” of this subparagraph, may choose which of these Center/Branch will be represented for the purposes of the following item of this subparagraph;

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 item of this subparagraph. After the publication of the Notice for Convening of Meeting, each Center/Branch will post a list of its members on a panel designated for such notices;

d) Have been nominated through a list of support signed by at least 5% (five percent) of the total members of the Cooperative, as stated in the Notice for Convening of Meeting, this percentage already including that indicated in the previous item of this subparagraph;

e) Appoint a representative who is not part of the coalition to monitor the voting and vote counting process during the elections;

f) For each candidate, submit authorization signed by the candidate for their registration on the coalition, and, for the purposes of the provisions of item “a”, Article 55 of these Articles of Incorporation, a clearance criminal certificate from the civil and criminal courts of the Judicial Districts in which they have resided in the last 5 (five) years, as well as from the Judicial 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) that 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) that they are not ineligible, pursuant to Art. 55 of these Articles of Incorporation;

VI - For purposes of the provisions of subparagraph “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 Secretary’s Office 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 Directors 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 with the Cooperative's Secretary's Office, as per provisions of subparagraph III of this Article, accompanied by the support listing, shall be available to any member in the Secretary's Office of the Cooperative's headquarters for consultation. In the event of an objection, 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 an objection 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 item of this subparagraph, the Election Committee shall examine and resolve if the coalition is fit for registration and shall also judge any objections;

c) Up until 3 (three) business days, until 6 (six) p.m., starting from the end of the deadline mentioned in the previous item of this subparagraph, 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 item of this subparagraph, 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 item of this subparagraph, 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 (one) business day, until 6 (six) p.m., starting from the end of the deadline mentioned in the previous item of this subparagraph, 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 for the Board of Directors and Fiscal Council 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 Notice for Convening of Meeting in which there will be an election, the Board of Directors jointly with the Fiscal Council 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 Fiscal Council. The Electoral Process shall be regulated by the Board of Directors. At its own discretion and in accordance with the regulation, the Election Committee may have other assignments.

§2 - At the discretion of the Board of Directors, the Election Committee may conduct any Electoral proceedings in the years after the one in which it was instituted, without need for new annual decisions 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 Company's proper Organizational Structure.

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

§2 - In the event of the deadlines foreseen for the corresponding choices are not 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 now 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 items "a" and "b" shall be deemed provisional, obviously until the effective choices are made under §1 of this Article.

**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 Fiscal Council;

II - It shall validly deliberate 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 decisions shall be consigned in detailed Minutes, drawn up in appropriate 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 Assembly, for making all decisions necessary to the Company which are not an exclusive assignment of the General Assembly, 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 Company's Organizational Structure at the Executive Board level, in accordance with the provisions of these Articles of Incorporation;
- b) In accordance with these definitions, appointing the Executive Director, as well as promoting, if it is the case, their removal or replacement;

- c) Complying with subparagraph IV of Article 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 Directors management, examining, at any time, the Cooperative's books and papers, requesting information on agreements entered into or being entered into;
- f) Convening the General Assembly;
- g) Proposing statutory reforms for approval of the Meeting;
- h) Deliberating on Management Report to be submitted to the Ordinary General Assembly;
- i) Deliberating on Balance Sheets and other documents that shall be reviewed by the Meeting;
- j) Watching over compliance with the Cooperative Laws, labor legislation, tax law, among others, as applicable;
- l) Conducting monthly checks and assessments of the Cooperative's economic and 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 decisions, Directors to perform the following acts: make settlements, provide guarantees or sureties, endorse; assume obligations regarding loans, financing or other financial operations with financial institutions and other entities in the financial market, providing the required guarantees, including the production delivered by its members; establish and/or participate in investment funds; and to acquire, sell, exchange, assign, pledge, mortgage, transfer in trust, and encumber with any other liens the assets and rights over movable property, immovable property and other assets of the Company, except as provided in item "o" of this Article. The acts described in this item will be performed through public deeds and any type of contracts and/or negotiable instruments, which include, but are not limited to, Rural Credit Notes, Rural Product Notes, Rural Product Notes with Financial Settlement, Banking Credit Notes, Commercial Notes and Agribusiness Receivables Certificates;
- o) Proposing the Extraordinary General Assembly that it deliberates on the encumbrance of real estate as collateral for loan agreements, financing, or other financial transactions when the amount of these added to the balance of previously contracted transactions exceeds 10% (ten percent) of the Cooperative's net worth;
- p) Approving the Cooperative's annual budget;
- q) Deciding on the opening of new centers and warehouses.

Sole Paragraph - In addition to the assignments listed in the items 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 Directors of the Cooperative;
- b) Chairing meetings, as well as executively supporting all decisions by the Board of Directors;
- c) Defining macro policies and determining guidelines regarding the major areas of focus for the Company, in accordance with the general guidelines established by the Board of Directors;
- d) Ensuring, through personal action, as well as through acts of other Directors of the Cooperative, by their own delegation, the preservation and optimization of the Company'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 those holding director 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 company in and out of court, however, it may delegate this assignment by means of legal instrument to another Director, Officer, or any employee;
- h) Convening and chairing the General Assemblies and the Board of Directors meetings;
- i) Signing, jointly with other Executive Director, checks and securities that result in funds transactions;
- j) Signing, jointly with other Executive Director, contracts, deeds, and documents that may encumber the Company;
- l) Signing members' nominative securities;
- m) Submitting the Fiscal Year Report, Balance Sheets, Accounts and Opinions from the Fiscal Council to the Board of Directors;
- n) Granting, jointly with other Executive Director, power of attorney to third parties with full powers to represent the Company 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 President Director by another member of the Board of Directors implies a presumption of formal delegation by the President or decision by the Board of Directors in the event of their impediment. Such delegations must be included in appropriate documents and/or Minutes of the Board of Directors' meetings.

**Art. 50** - The Executive Directors 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 demanding 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 Director, the documents listed in items "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 the duties of the Executive Director by another Executive Director implies a presumption of formal delegation or decision by the Board of Directors. Such delegations must be included in appropriate documents and/or Minutes of the Cooperative's Board of Directors' meetings.

**Art. 51** - In accordance with subparagraph IV of Article 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 Directors thus elected, and the Board of Directors shall be responsible for submitting these proposals to the Meeting, pursuant to provisions of item "c" of Article 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 Compensation 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 Compensation of senior members of the Fiscal Council;
- c) Members of the Board of Directors assigned as Executive Directors and chosen as members of the Executive Board shall not enjoy the payment of Attendance Compensation.

**Art. 53** - Only Executive Directors 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 Directors of the Regulations of FGTS - Government Severance Indemnity Fund;

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

§1 - The members of the Board of Directors, as well as of the Fiscal Council and liquidators, equate to managers of Limited Liability Companies for purposes of criminal responsibility;

§2 - Without prejudice to any action that may be taken by any member, the Company, through its leaders, or represented by the member chosen at the General Assembly, is entitled to act against the Directors 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, Fiscal Council 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 Company, or using the Company's assets, services, or credit for their own benefit or of third parties, 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 decisions 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 Company, except those related to cooperative acts between them and the Cooperative. Such prohibition includes spouses, ancestors, descendants, and collateral relatives up to the 2nd degree, by consanguinity 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 or the Articles of Incorporation;
  - b) Act, within their duties and powers, with negligence or willful misconduct.

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

- a) Members who establish a employment relationship with the Cooperative, trade agent or legal entity manager who acts in one of the economic fields or who exercises one of the Company'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, malfeasance, graft or bribery, corruption, embezzlement, or for crimes against popular economy, the national financial system, antitrust laws, consumer relations, public faith or property.
- b) The spouses, ancestors, descendants, and collateral relatives up to the 2nd degree, by consanguinity or affinity, of the members of statutory bodies of the Cooperative;
- c) Acting members of the Fiscal Council 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 held and/or ran in the last 4 (years) to elective public office;
- e) The Member who is holding a non-elective public office;
- f) The Member who is not in good standing with their duties and obligations, which are included in the Articles of Incorporation;
- g) The Member who has filed a lawsuit against the Cooperative.

**Art. 56** - The members who, even if holding an elective position in the Company, have opposite or conflicting interest that of the Cooperative in any operation shall not participate in the decisions 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 Director, the matters that should be resolved by them shall await their presence or shall be resolved by express delegation in the manner listed above.

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

# CHAPTER VII

## FISCAL STRUCTURE

### SECTION I

#### FISCAL COUNCIL

**Art. 59** - The Cooperative management shall be supervised by a Fiscal Council.

§1 - The Fiscal Council 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 Assembly for mandate of 1 (one) year, and removal or re-election is allowed, the latter for the immediate period, of only 1/3 (one-third) of its members.

§2 - The Fiscal Council elections for mandate of 1 (one) year, in accordance with §1 of this Article, 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 Fiscal Council, 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 appointing the coalition coordinator is mandatory;

III - The coalition must be registered with the Cooperative's Secretary's Office at least 35 (thirty-five) calendar days prior to the date of the General Assembly until 6:00 (six) PM;

IV - In addition to those ineligible as listed in Article 55 of these Articles of Incorporation, members who have family ties up to the 2nd degree in a direct or collateral line with each other, or with the members of the Board of Directors, may not run for or be part of the Fiscal Council;

V - For a coalition to be considered eligible for 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) A candidate who has an individual registration in a Center/Branch and is a main partner in the registration of joint members at another Center/Branch, respecting item "a" of this subparagraph, may choose which of these Center/Branch will be represented for the purposes of the following item of this subparagraph;

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 item of this subparagraph. After the publication of the Notice for Convening of Meeting, each Center/Branch will post a list of its members on a panel designated for such notices;

d) Have been nominated through a list of support signed by at least 5% (five percent) of the total members of the Cooperative, as stated in the Notice for Convening of Meeting, this percentage already including that indicated in the previous item of this subparagraph;

e) It must appoint a representative who is not part of the coalition to monitor the voting and vote counting process during the elections;

f) For each candidate, submit authorization signed by the candidate for their registration on the coalition, and, for the purposes of the provisions of item “a”, Article 55 of these Articles of Incorporation, a clearance criminal certificate from the civil and criminal courts of the Judicial Districts in which they have resided in the last 5 (five) years, as well as from the Judicial 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) that 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) that they are not ineligible, pursuant to Art. 55 of these Articles of Incorporation;

VI - For purposes of the provisions of subparagraph “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 Secretary's Office in order subsequent to the first coalition submitted by them;

VII - The coalition registration request, registered with the Cooperative's Secretary's Office, as per provisions of subparagraph III of this Article, accompanied by the support listing, shall be available to any member in the Secretary's Office of the Cooperative's headquarters for consultation. In the event of an objection, 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 an objection 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 item of this subparagraph, the Election Committee shall examine and resolve if the coalition is fit for registration and shall also judge any objections;

c) Up until 3 (three) business days, until 6 (six) p.m., starting from the end of the deadline mentioned in the previous item of this subparagraph, 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 item of this subparagraph, 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 item of this subparagraph, 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 (one) business day, until 6 (six) p.m., starting from the end of the deadline mentioned in the previous item of this subparagraph, the coalition deemed fit by the Election Committee shall be registered. VIII - Candidates for the Board of Directors and Fiscal Council shall be part of a single coalition, although independent of each other, whenever there is an election for the former;

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

§3 - Members of the Fiscal Council 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 performed with negligence or willful misconduct.

**Art. 60** - The Fiscal Council 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, at the request of the Board of Directors or the General Assembly.

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

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

**Art. 61** - In the event of three vacancies in the Fiscal Council, the Board of Directors shall convene a General Assembly for its filing.

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

- a) Ensuring that the acts of the managers fulfill their 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 Assembly;
- 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, informing the General Assembly or competent authorities of any irregularities verified, and suggesting useful measures to the Cooperative;
- d) Convening the General Assembly in serious 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 Fiscal Council 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 Assemblies;
- III - Book of Minutes of Board of Directors Meetings;
- IV - Book of Minutes of Fiscal Council;
- V - Attendance Book of Members in General Assemblies;
- VI - Other fiscal and accounting of express 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, expulsion, 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 (thirty-first) 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 companies 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:

- Balance Sheet;
- II - Statement of Surpluses and Losses;
- III - Statement of Changes in 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 Assistance 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 items “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 item “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), upon proposal of the Board of Directors, shall be at the disposal of the General Assembly 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 Assembly, in the proportion of the specific operations they have carried out within the Cooperative.

**Art. 66A** - The Development Fund 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 compensating 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 Reserve Fund - FATES is aimed at educational activities, provision of assistance to members, their family members, and the Cooperative employees, being indivisible as well.

**Art. 69** - Dismissed, expelled, 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 Assembly 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 decided by the General Assembly, 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 Assembly held no sooner than 6 (six) months, they are not reestablished;

IV - Due to cancellation of authorization for operation;

V - Due to interruption of its activities for more than 120 (one hundred and twenty) days.

Sole paragraph - When the Company'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 decided by General Assembly, it names one or more liquidator(s) and a Fiscal Council of 3 (three) members to proceed with the settlement.

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

§2 - The General Assembly, within the limits of its duties, may, at any time, remove the liquidators and members of the Fiscal Council, appointing their replacements.

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

## CHAPTER VIII GENERAL PROVISIONS

### SECTION I GENERAL PROVISIONS

**Art. 74** - The funds set forth in items “a”, “b” and “d” of Article 66 of these Articles of Incorporations and invisible among the members and, in the event of settlement of the Company, shall be allocated in accordance with decision of the Meeting that ratifies the settlement.

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

***It was approved by Extraordinary General Assembly dated November 27, 2025.***



**Stamp JUCESP:**

[Coat of arms of São Paulo State]	Economic Development Secretariat – JUCESP	JUCESP
I hereby certify the registration under number	[Illegible signature] Marina Centurion Dardani	
54.533/26-0	General Secretary	
[Barcode]		

**RODAPÉ:**

Board of Trade of the State of Minas Gerais

I hereby certify the registration under No. 13261178 on 12/10/2025 of COOPERATIVA REGIONAL DE CAFEICULTORES EM GUAXUPÉ LTDA – COOXUPÉ, Nire 31400012982 and protocol 257877479 - 12/03/2025. Registration effects: 11/27/2025. Authentication: A62FD0667C6822C2532A12556D67D16FF929C7. Marinely de Paula Bomfim – General Secretary. To validate this document, visit <http://www.jucemg.mg.gov.br> and enter protocol No. 25/787.747-9 and security code JSjc. This copy was digitally authenticated and signed on 12/11/2025 by Marinely de Paula Bomfim – General Secretary.

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SECRETARIA DE DESENVOLVIMENTO  
ECONÔMICO - JUCESP

*Marinely*  
MARINELY DE PAULA BOMFIM  
SECRETÁRIA-GERAL

CERTIFICADO REGISTRO  
SOB O NÚMERO

54.533/26-0



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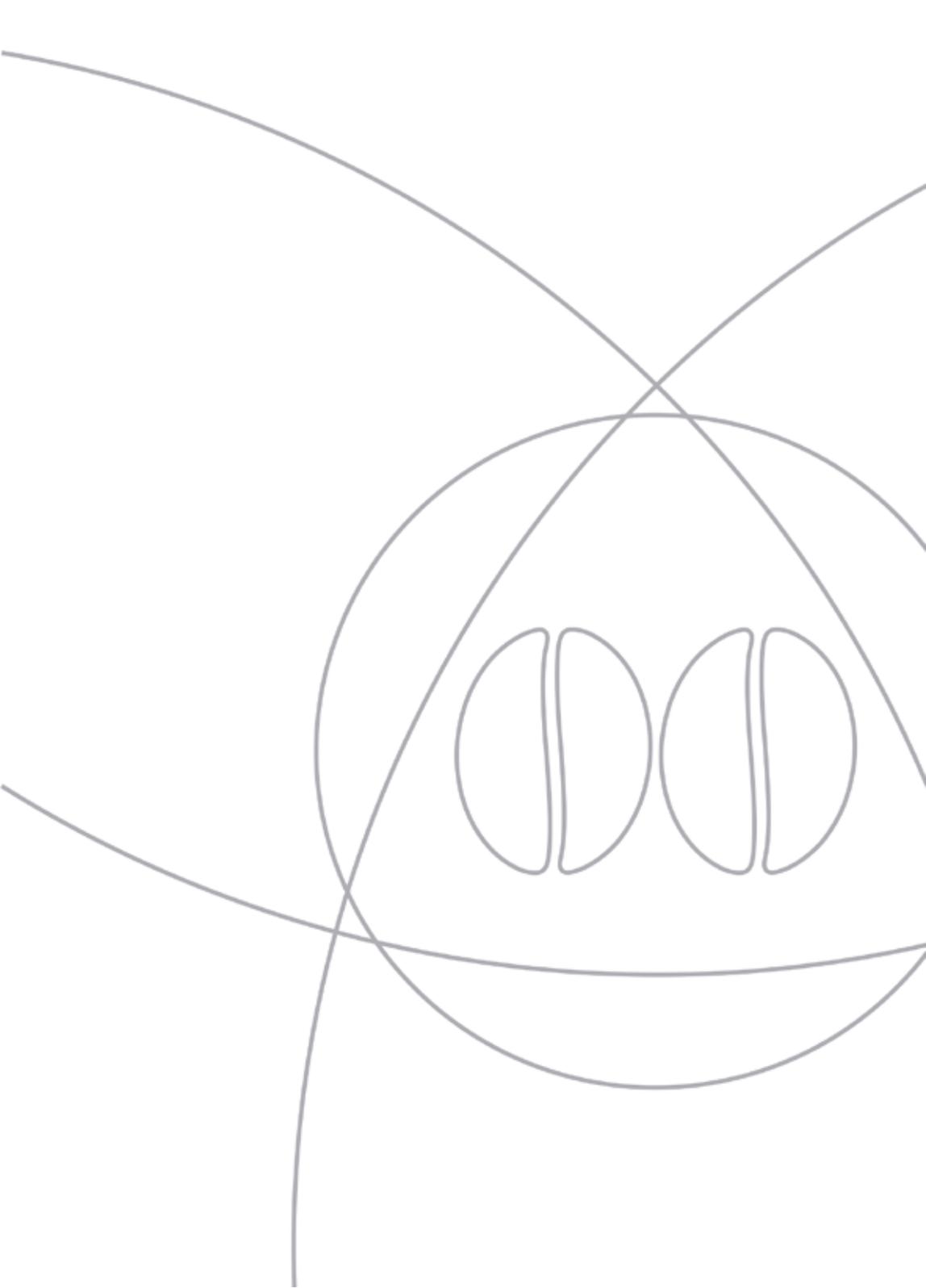


Junta Comercial do Estado de Minas Gerais

Certifico o registro sob o nº 13261178 em 10/12/2025 da Empresa COOPERATIVA REGIONAL DE CAFEICULTORES EM GUAXUPE LTDA COOXUPE, Nire 31400012982 e protocolo 257877479 - 03/12/2025. Efeitos do registro: 27/11/2025. Autenticação: A62FD0667C6822C2532A12556D67D16FF929C7. Marinely de Paula Bomfim - Secretária-Geral. Para validar este documento, acesse <http://www.jucemg.mg.gov.br> e informe nº do protocolo 25/787.747-9 e o código de segurança JSJC Esta cópia foi autenticada digitalmente e assinada em 11/12/2025 por Marinely de Paula Bomfim - Secretária-Geral.

  
SECRETARIA-GERAL

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