

**SUL AMÉRICA S.A.**  
CNPJ/MF nº 29.978.814/0001-87  
NIRE 3330003299-1

**A Publicly held Company with Authorized Capital**

**Minutes of the Meeting of the Board of Directors held on September 20,  
2017**

On September 20, 2017, at 5p.m., at the registered office of Sul América S.A. ("Company"), at Rua Beatriz Larragoiti Lucas, 121, parte, Rio de Janeiro, RJ, and by teleconference the Board of Directors met, on duly-issued notice of call to meeting, with all of its members in attendance, to decide on the matters contained in the following agenda:

- (i) the fifth issuance by the Company of unsecured, non-convertible debentures ("Debentures"), pursuant to the provisions of Law No. 6,404, dated December 15, 1976, as amended ("Brazilian Corporations Law" and "Issuance", respectively) and a public offering of the Debentures, with restricted placement efforts, under the terms of Law No. 6,385, dated December 7, 1976, as amended ("Brazilian Capital Market Law" and "Issuance", respectively"), CVM Rule No. 476, dated 16 January, 2009, as amended ("CVM Rule 476"), and other applicable legislation and regulations (the "Offer");
- (ii) the authorization for the management of the Company to do all acts necessary to implement, formalize and manage the resolutions adopted at this Meeting, as well as to represent the Company before the entities participating in the Issuance and the Offer; and
- (iii) the ratification of the acts which may be already done by the Company's management and legal representatives, in accordance with the matters above.

After discussing the matters on the agenda, the Directors present at the meeting unanimously and without provisos of any kind decided:

I. Pursuant to article 59, paragraph 1 of the Brazilian Corporations Law and to article 14, letter (s) from the Company bylaws, to approve the Issuance and the Offer with the following features, to be governed by the "*Instrumento Particular de Escritura de Emissão Pública de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, da Quinta Emissão de Sul América S.A.*" ("Indenture");

- (a) Use of Proceeds: The net funds obtained by the Company from the Issuance will be used in their entirety for reinforcement and adequacy of liquidity levels available to the Company as well as for general corporate purposes.
  - (b) Placement: The Debentures will be placed through a public offering with restricted placement efforts, pursuant to the Brazilian Capital Market Law, CVM Rule 476 and other applicable legislation and regulations and the "*Contrato de Coordenação e Distribuição Pública de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, da Quinta Emissão de Sul América S.A.*" ("Placement Agreement") with a securities distribution system
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entity ("Underwriters", being lead by the lead underwriter, "Lead Underwriter") in firm commitment with regard to all Debentures, targeting professional investors, as defined under Article 9 - A of CVM Rule No. 539, of November 13, 2013, as amended ("Professional Investors").

- (c) Collection of Investment Intentions: The collection of investment intentions procedure will be adopted and organized by the Underwriters, without receipt of reservations, without minimum or maximum lots, to establish with the Company, subject to the provisions of Article 3 of CVM Rule 476 ("Bookbuilding Procedure"): (i) the Issuance will be made in a single series or in two (2) series and the number of Debentures of the First Series of Debentures (as defined below) and/or of the Second Series of Debentures (as defined below), subject to the limits set out in the item "Number of Series" below; and (ii) the Remuneration of the First Series (as defined below), subject to the limit established in the item "Remuneration" below, and/or the Remuneration of the Second Series (as defined below), subject to the limit established in the item "Remuneration" below.

The results of the Bookbuilding Procedure will be ratified by means of an amendment to the Indenture to be entered into prior to the First Paying-in Date (as defined below), without any additional corporate approval of the Company.

- (d) Subscription Period: Subject to compliance with the requirements referred to in the Indenture, the Debentures will be subscribed at any time, from the distribution start date of the Offer, subject to the provisions of the articles 7<sup>o</sup>-A and 8, paragraph 2, of CVM Rule 476.
- (e) Form of Subscription and Payment and Price of Payment: The Debentures shall be subscribed and paid-up through the MDA - *Módulo de Distribuição de Ativos* (Asset Distribution Module) managed and operated by B3 ("B3" means B3 S.A. - Brasil, Bolsa, Balcão or B3 S.A. - Brasil, Bolsa, Balcão - *Segmento CETIP UTVM*, as applicable), by a maximum of fifty (50) Professional Investors, in cash, upon subscription ("Paying-in Date"), and in local currency for the Unit Face Value (as defined below), at the First (1st) Paying-in Date of the respective series (the "First Paying-in Date"), or by the Unit Face Value plus Remuneration (as defined below) as applicable, calculated *pro rata* from the First Paying-in Date until the respective paying-in date, in the case of subscriptions that occur after the First Paying-in Date, and may also be subscribed at a discount, as it may be defined, if appropriate, in the Bookbuilding Procedure, given that, if applicable, the discount will be the same for all the Debentures of the respective series.
- (f) Negotiation: The Debentures shall be deposited for trading in the secondary market by means of the *CETIP21 - Títulos e Valores Mobiliários*, administrated and operated by the B3. The Debentures may only be traded in the organized market after ninety (90) days of each subscription or acquisition by the investor, in accordance with Articles 13 and 15 of CVM Rule 476, observing the compliance by the Company of the obligations set in the article 17 of CVM Rule 476.

- (g) Issuance Amount: The total amount of the Issuance will be five hundred million *reais* (R\$500,000,000.00), on the Issuance Date (as defined below), subject to the provisions of the items "Quantity" and "Number of Series" below.
- (h) Quantity: The Issuance will be of five hundred thousand (500,000) Debentures, subject to the provisions of the item "Number of Series" below.
- (i) Face Value: The Debentures will have a unit face value of one thousand *reais* (R\$1,000.00), on the Issuance Date ("Unit Face Value").
- (j) Number of Series: The Issuance will be made in up to two (2) series, in the communicating vessels system, and the amount of Debentures to be allocated in each series will be defined according to the Bookbuilding Procedure, under the terms of the item "Collection of Investment Intentions" above, observed that the sum of the Debentures of the first series ("First Series of Debentures") and the debentures of the second series ("Second Series of Debentures") shall not exceed the quantity provided for in item "Quantity" above.
- (k) Form: The Debentures will be issued registered and book-entry, without the issue of certificates.
- (l) Convertibility: The Debentures are not convertible into shares issued by the Company.
- (m) Kind: The Debentures are of unsecured kind, pursuant to the provisions of article 58 of the Brazilian Corporations Law, without security and priority, not granting, therefore, any special or general privilege to the holders.
- (n) Issuance Date: For all legal purposes and effects, the issuance date of the Debentures will be October 27, 2017 ("Issuance Date").
- (o) Term and Maturity: Except in case of early redemption of the Debentures or early maturity of the obligations under the Debentures, pursuant to the Indenture, the term of the Debentures will be (i) five (5) years for First Series of Debentures, as of the Issuance Date, maturing, therefore, in October 27, 2022 ("Maturity Date of the First Series"); and (ii) seven (7) years for the Second Series of Debentures, as of the Issuance, maturing, therefore, in October 27, 2024 ("Maturity Date of the Second Series").
- (p) Payment of the Unit Face Value: Without prejudice to the payments due to early redemption of the Debentures or early maturity of the obligations under the Debentures, pursuant to the Indenture, (i) the Unit Face Value of the First Series of Debentures will be paid in two (2) installments, being: (i.a) the first installment, in the amount corresponding to fifty percent (50.0000%) of the Unit Face Value from the Debentures of the First Series due in October 27, 2021; (i.b) the second installment, in the amount corresponding to fifty percent (50.0000%) of the Unit Face Value from the Debentures from the First Series due on the Maturity Date of the First Series; and (ii) the Unit Face Value of Second Series of Debentures will be paid in two (2) installments, (ii.a) the first installment, in the amount corresponding to fifty percent (50.0000%) of

the Unit Face Value of the Second Series of Debentures is due October 27, 2023; (ii.b) the second installment, in the amount corresponding to fifty percent (50.0000%) of the Unit Face Value of the Second Series of Debentures is due on the Maturity Date of the Second Series.

- (q) Remuneration: (i) Remuneration of the First Series of Debentures will be as follows: (a) the Unit Face Value of the First Series of Debentures will not be adjusted for inflation; and (b) on the outstanding balance of the Unit Face Value of the First Series of Debentures will bear interest corresponding to a certain percentage to be defined according to the Bookbuilding Procedure, and in any case limited to one hundred and eight percent (108.00%) of the accumulated variation of the average daily rates of DI - Interbank Deposits of one day, "over extra group", expressed as a percentage per year of two hundred and fifty-two (252) business days, calculated and published daily by B3 in the daily bulletin available on its website (<http://www.cetip.com.br>) ("DI rate") ("Remuneration of the First Series"), calculated in a way exponentially and cumulatively *pro rata* by business days from the First Paying-in Date or the date of payment of Remuneration of the First Series immediately preceding, as appropriate, until the date of effective payment. Without prejudice to the payments due to early redemption of the Debentures or early maturity of the obligations under the Debentures, pursuant to the Indenture, the First Series Remuneration shall be paid every six months from the Issuance Date, on 27 of the months of April and October of each year, the first payment on April 27, 2018 and the last on the Maturity Date of the First Series. (ii) Remuneration of the Second Series of Debentures will be as follows: (a) the Unit Face Value of Second Series of Debentures will not be adjusted for inflation; and (b) on the outstanding balance of the Unit Face Value of the Second Series of Debentures will bear interest corresponding to a certain percentage to be defined according to the Bookbuilding Procedure, and in any case limited to one hundred and ten percent (110.00%) of the DI rate ("Remuneration of the Second Series" and, together with the Remuneration of the First Series, "Remuneration"), calculated in a way exponentially and cumulatively *pro rata* by business days from the First Paying-in Date or the date of payment of Remuneration of the Second Series immediately preceding, as appropriate, until the date of effective payment. Without prejudice to the payments due to early redemption of the Debentures or early maturity of the obligations under the Debentures, pursuant to the Indenture, the Remuneration of the Second Series shall be paid every six months from the Issuance Date, on 27 of the months of April and October of each year, the first payment on April 27, 2018 and the last on the Maturity Date of the Second Series.
- (r) Optional Early Redemption: Except as provided for in the item "Optional Offer of Early Redemption" below, the Company may not, voluntarily, redeem any of the Debentures in advance.
- (s) Optional Early Amortization: The Company may not, voluntarily, perform the amortization of any Debentures in advance.
- (t) Optional Offer of Early Redemption: The Company may, in its sole discretion, make, at any time, an offer of early redemption of the Debentures, in whole

or in part, with the subsequent cancellation of such Debentures, which will be addressed to all Debenture holders, in general or to a specific series, as defined by the Company at its sole discretion, without distinction, ensuring the same conditions to all Debenture holders, in general or to a specific series, as defined by the Company at its sole discretion, to accept the early redemption of the Debentures they hold, in accordance with the terms and conditions to be described in the Indenture, a prize may be offered.

(u) Early Termination: The Debentures will have its early maturity in the events and on terms to be set out in the Indenture.

II. To authorize the Company's management to: (a) define the results from the Bookbuilding Procedure; (b) negotiate and execute all documents and any amendments thereto, including the Indenture and the Placement Agreement, as well as perform all acts necessary to the Issuance and the Offer, including represent it before any public or private entities in order of obtaining registration of the Offer and including the amendments to the Indenture to (i) reflect the results of the Bookbuilding Procedure; and/or (ii) consolidate the First Series Debentures and Second Series Debentures, if they have been issued, in a single series; (c) engage service providers in connection with the Issuance and the Offer, as applicable, including, but not limited to, the Underwriters, the trustee, the financial institution to act as bookkeeping agent, the financial institution to act as settlement bank of the Debentures, the rating agency, the distribution and trading systems for the Debentures and the legal advisors.

III. To ratify the acts which may be already done by the management and legal representatives of the Company, in line with the resolutions above.

There being no further business, the meeting was concluded with the drawing-up of these minutes, which, after having been read and found in conformity, was signed by all those present at the meeting.

Rio de Janeiro, September 20, 2017.

Signatures: Patrick Antonio Claude de Larragoiti Lucas, President; Carlos Infante Santos de Castro, Christopher John Minter, David Lorne Levy, Guilherme Affonso Ferreira, Isabelle Rose Marie de Ségur Lamoignon, Jorge Hilário Gouvêa Vieira, Pierre Claude Perrenoud, Renato Russo e Roberto Teixeira da Costa, Members of the Board of Directors; Wanda Brandão, Secretary.

As Secretary of the meeting I declare that this is a faithful copy of the original drawn up in the book of minutes.

Wanda Brandão  
Id OAB/RJ nº 125.273 - CPF/MF nº 076.291.117-46  
Secretary