

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

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

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

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

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

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

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

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

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

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

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

1. Person in charge of filling in

Name:

2. Shareholder

Full name / Corporate Name:

Profession / Description of the core business:

Code and description of the legal status:

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

3. Legal Representative(s):

1. Full Name:

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

2. Full Name:

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

4. Current Account:

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