SHAREHOLDER AGREEMENT ENTERED INTO BY AND AMONG CERTAIN NON-CONTROLLING SHAREHOLDERS OF

SARAIVA S/A LIVREIROS EDITORES

DATED SEPTEMBER 27, 2011

SHAREHOLDER AGREEMENT

This private Shareholder Agreement is entered into by the parties identified below, hereinafter jointly referred to as "Shareholders":

1 - MARIA CECILIA SARAIVA MENDES GONÇALVES, Brazilian citizen, married, business administrator, bearer of ID card RG No. 12.208.813-X SSP-SP, enrolled in the Individual Taxpayer Registry of the Ministry of Finance (CPF/MF) under No. 173.319.848-29, residing and domiciled in this capital city of São Paulo, at Rua XXXXXXXXXXXXXXX, hereinafter referred to as "Cecilia";

2 - MARIA SYLVIA SARAIVA MENDES GONÇALVES, Brazilian citizen, married, dentist, bearer of ID card RG No. 12.208.814-1 SSP-SP, enrolled in the (CPF/MF) under No. 261.264.658-22, residing and domiciled in the city of XXXXX, State of XXXXXXX, at Rua XXXXXXX, hereinafter referred to as "Sylvia";

3 - MARIA EUGENIA SARAIVA MENDES GONÇALVES TEIXEIRA, Brazilian citizen, married, hotel manager, bearer of ID card RG No. 12.208.815-3 SSP-SP, enrolled in the (CPF/MF) under No. 151.632.208-88, residing and domiciled in the city of XXXXXX, State of XXXXXX, at XXXXXXXX, hereinafter referred to as "Eugênia"; and

4 - MARIA HENRIQUETA SARAIVA MENDES GONÇALVES, Brazilian citizen, physiotherapist, bearer of ID card RG No. 12.208.816-5 SSP-SP, enrolled in the (CPF/MF) under No. 272.538.888-04, residing and domiciled in this capital city of São Paulo, at Rua XXXXXXXX, hereinafter referred to as "Henriqueta".

And as Intervening Consenting Party, **SARAIVA S/A LIVREIROS EDITORES**, a stock corporation with head Office at Rua Henrique Schaumann, 270, 5º andar, Pinheiros, in the city of São Paulo, State of São Paulo, enrolled in the Corporate Taxpayer Registry of the Ministry of Finance (CNPJ/MF) under No. 60.500.139/0001-26, herein represented according to its Bylaws.

WHEREAS the Shareholders are holders of common and preferred shares in **SARAIVA S/A LIVREIROS EDITORES** ("Company"), which are distributed among them as follows:

Cecilia	493,619 common shares 6500 preferred shares
Sylvia	493,619 common shares 6 preferred shares
Eugenia	493,620 common shares 6 preferred shares
Henriqueta	493,620 common shares 6 preferred shares

WHEREAS the Company's capital stock currently amounts to R$ 190,978,115.71, divided into 28,596,123 shares, of which 9,622,313 are common shares and 18,973,810 are preferred shares, so as the interest of each Shareholder represents just over five percent (5%) of the voting capital of the Company.

WHEREAS the Shareholders' interest sum-up twenty point fifty-two percent (20.52%) of the voting capital of the Company, totaling 1,974,478 common shares, and the preferred shares held totals 6,518 securities.

WHEREAS the Shareholders agree and commit to enter into this Shareholder Agreement to set forth the terms and conditions that will govern their relationship as Shareholders of the Company.

THE PARTIES RESOLVE, under the terms of article 118 of Law No. 6,404/76 (Brazilian Corporate Law), to enter into this Shareholder Agreement, hereinafter referred to simply as "Agreement", in order to identify, elect and approve the principles and rules that will drive the relations by and among the Shareholders, by and between the Shareholders and the other Shareholders of the Company and by and between the Shareholders and third parties that may have relationship with the Company and whose relationship in any way affect the provisions of this Agreement, which shall be governed by the following terms and conditions:

SECTION 1. Definitions

1.1. The definitions contained in this Agreement shall be identified through the insertion of the term defined in blankets or quotes, or just quotes, and the male and female, singular or plural forms shall apply, as the case may be, with no change in meaning. The terms “inclusive", "including" and similar terms shall be construed as they were accompanied by “but not limited to”.

1.2. References to any document or other instruments include all their amendments, substitutions and restatements and respective supplements, except where expressly provided otherwise.

1.3. References to statutory provisions shall be construed as references to those provisions respectively altered, extended, consolidated or amended in accordance with current legislation.

1.4. All references to any parties include their successors and/or assignees at any title, with due regard for the provisions of this Agreement.

SECTION 2. Basic Principles of the Agreement

2.1. The Shareholders shall exercise their voting and other rights inherent to their capacity of Shareholders, so as the Company’s activities are based on the basic principles listed below and the assumptions of this Agreement:

(a) the Shareholders understand that the basic and fundamental purpose of the Company's strategic decisions is the growth of its business, prioritizing the maximum return of the capital invested by all Shareholders, and they must be grounded by ethical integrity; and
(b) the Shareholders shall guide the Company’s management, within the limits of its legal prerogatives, always to seek satisfactory levels of profitability, efficiency competitiveness, while respecting the current legislation.

2.2. In case of death or any other fact that results in succession, the Shares of the deceased Shareholder shall only be transferred to the heir successor(s) if the remaining Shareholders fail to exercise the purchase right set forth in Section 6.24, below.

SECTION 3. Obligations of the Shareholders

3.1. The Shareholders undertake and commit to: (i) exercise their voting rights at the Company's General Meetings as well as to guide the administrators appointed by them to vote at the bodies to which they belong, according to the provisions of this Agreement; and (ii) exercise their voting rights at the Company's General Meetings in order to ensure the compliance with provisions of this Agreement.

3.2. During the whole term of this Agreement, the Shareholders undertake and commit, on an irrevocable and irreversible basis, not to enter into any other Agreement, whether express or tacit, with any other shareholder, unless all Shareholders are parties to the agreement.

SECTION 4. Bound Shares

4.1. Without affecting the provision in Section 6.1.1. below, this Agreement binds all shares issued by the Company, which are on this date held by the Shareholders, as indicated in the preamble of this Agreement, as well as all shares, subscription rights and any securities convertible into shares of which the Shareholders become holders at any time during the term of this Agreement, under any title, and such shares, rights and securities shall be subject to all stipulations, terms and conditions of this Agreement (hereinafter referred to as "Shares").

4.2. Under the terms set forth in Section 4.1. above, the following shares shall be equally bound by this Agreement, and shall integrate the definition of Shares:

(a) any Company Shares originated from subscription, profit capitalization, revaluation, dividends, split of Shares or reverse split of Shares;
(b) any Company Shares resulting from the exercise of preemptive right ("Preemptive Right"), as defined below or set forth in law, to which the Shareholders are entitled;
(c) any Shares that may be held by the Shareholders originated from the conversion or exchange of any securities, including debentures and subscription warrants;
(d) any Shares that may be acquired or held by the Shareholders, under any title, resulting from any corporate transactions, such as spin-off, merger, acquisition or transformation of the Company or other companies, that

may represent the assignment of new Shares to the Shareholders;

(e) any Shares that may be acquired or transmitted to the Shareholders, including due to succession, donation or acquisition, whether or not with own resources, through private transactions or transactions at stock exchanges or OTC market; and

(f) any Company Shares acquired by third parties admitted in this Agreement, who shall enter into written instrument fully consenting with this Agreement.

4.3. Except where expressly provided for in this Agreement, no Shareholder may place a lien on, or encumber the Shares nor give them in usufruct, in trust, or in conditional sale without the prior and express consent of the other Shareholders.

SECTION 5. Subscription Rights

5.1. Under the terms of article 171 of the Brazilian Corporate Law and article 10 of the Company's Bylaws, subject to article 172 of that Law and article 8, §§ 2 and 3 of the Bylaws, the Shares entitled their holders to the Preemptive Right for subscription of new Shares or securities convertible into Shares in the same proportion of the interest each Shareholder holds in the capital stock of the Company at the time of the issuance of new Shares and/or securities.

5.2. The Shareholders undertake to exercise the Preemptive Right and subscribe for the Shares to which they are entitled. Should, for any justified reason, a Shareholder be unable to exercise the right, such Shareholder must communicate it to the other Shareholders within at most three (3) business days after the beginning of the exercise term set forth in sole paragraph of article 10 of the Bylaws. In this case, the other Shareholders may demand that the Shareholder or Shareholders who are unable to subscribe to do so on their own behalf as long as they undertake to acquire the subscribed shares and reimburse the subscription price on the disbursement date. The acquisition price to be reimbursed by the Shareholder or Shareholders shall be identical to the subscription price plus any charges resulting exclusively from the subscription act.

5.2.1. The Shareholder or Shareholders who are unable to subscribe for the Shares may demand that the Shareholder intending to do so in its place provide in advance the resources necessary for the pay-in of the subscribed

Shares. In this case, the advance payment should be made by the Share pay-in date set forth by the bylaws or the General Meeting.

5.3. Without affecting the provision in Section 5.2., the Shareholders may, if there is no legal or regulatory impediment, assign the Preemptive Right among them so as the subscription can be made directly by the interested Shareholder or Shareholders.

SECTION 6. Preemptive Right and Call Option

Preemptive Right

6.1. The Shareholders may not assign or transfer, whether totally or partially, their Company Shares to third parties without first offering them to the other Shareholders ("Offered Party" or "Offered Parties"), who shall have Preemptive Right to acquire them ("Preemptive Right"), in the proportion of their interest in relation to the Shares, at the price and under the payment conditions offered by the Shareholder ("Assignor Shareholder").

6.1.1. The Preemptive Right does not apply to the preferred shares held by the Shareholders on this date or in future dates, including those obtained through one of the means set forth in Section 4.2. The Shareholders may, at any time, sell their preferred shares regardless of any prior notice or communication, including to a person that does not fit into the definition of Qualified Third Party. Buyers of the preferred shares shall not be subject to the rules of, nor shall be obliged to adhere to this Agreement.

6.2. The Preemptive Right provided for in this Section 6 shall not apply to any transfer of Shares, in whole or in part, in the cases where the buyers are companies directly or indirectly controlled by the Assignor Shareholder, as per definitions of articles 116 and 243, §2, of the Brazilian Corporate Law.

6.2.1. In this case, the applicability of the Preemptive Right shall be suspended only for as long as the list of partners or shareholders of the legal entity to whose capital the Shares have been conveyed or transferred is maintained. Accordingly, the Preemptive Right shall again be immediately applicable in case of any direct or indirect sale or change of the corporate control of the company that received the Company Shares, without

observing the Preemptive Right, under the terms of Section 6.2. In this case, the applicable Share purchase price that will become valid due to the exercise of the Preemptive Right will be the lower of (i) the weighted average trading price of the Company preferred shares for the last thirty (30) trading floors prior to the occurrence of the event set forth in Section 6.2. and (ii) the weighted average trading price of the Company preferred shares for the last thirty (30) trading floors prior to the occurrence of the fact that gives rise to the right set forth in this Section 6.2.1.

6.2.1.1. The lowest purchase price ascertained according to the previous section shall be increased by ten percent (10%). Example, if the respective weighted averages ascertained were, hypothetically, 100 (one hundred) and 120 (one hundred and twenty), the applicable purchase price of the Shares shall be 100 plus ten percent (10%), resulting in a final applicable purchase price of 110 (one hundred and ten).

6.2.2. Should the Preemptive Right be not observed, the General Meeting, as soon as it becomes aware of this fact, will suspend the rights of the Shareholder who violated this right, as per article 120 of the Brazilian Corporate Law. The Shareholder whose rights are subject to a proposal of suspension will not be allowed to participate in the resolution, as per article 115 of that Law.

6.3. For the effects of the Preemptive Right set forth in this Section 6, if any Shareholder (Assignor Shareholder) wishes to transfer its Shares, in whole or in part, it must send a written communication ("Transfer Communication") to the Offered Parties, informing of its intention to transfer its Shares.

6.3.1. The Communication shall expressly indicate: (a) the number of Shares being offered ("Shares Subject to Transfer") and the respective price; (b) the payment terms and conditions; (c) name and identification of the interested party and, in case of legal entity, the direct or indirect controlling shareholders, considering, in this sense, the definitions in articles 116 and 243, §2, of the Brazilian Corporate Law, in addition to the indication of a representative, in case of legal entity, and contact information; and (d) other information necessary or useful for the Offered Parties' decision making.

6.3.2. The presentation of the information set forth in items (b) and (c) is released if the Shareholder has not located one or more third parties interested in entering into a private transaction, and therefore is intending to carry out the sale in stock exchange or OTC market. In this case, the provisions in Section 6.13 and its paragraphs shall be observed.

6.4. The Offered Parties may exercise the Preemptive Right within ninety (90) days ("Exercise Term"). Accordingly, during the Exercise Term each Offered Party shall notify the Assignor Shareholder in writing ("Exercise Notice"), with a copy of the Exercise Notice to the Company. Offered Party's failure to send this notice during the Exercise Term shall constitute its waiver to the Preemptive Right.

6.5. Subject to the provision in Section 6.1.1., the exercise of the Preemptive Right shall include, by each Offered Party, the total number of Shares attributed to them in proportion to their interest in relation to the Shares, and the partial exercise is prohibited.

6.6. The Assignor Shareholder shall communicate the Offered Parties and the Company, within five days (5) after the Exercise Term, the result of the offer of the Shares Subject to Transfer.

6.6.1. Should one or more Offered Parties fail to exercise the Preemptive Right, the Assignor Shareholder shall, simultaneously with the communication set forth in Section 6.6., open a new term of fifteen (15) days for the Offered Parties that have exercised the Preemptive Right to inform whether they intend to exercise a new Preemptive Right resulting from the non-exercise by one or more Offered Parties. In this case, the Offered Parties shall inform their exercise intention in relation to all Shares subject matter of the Preemptive Right not exercised. In case of more than one interested Offered Party, there will be an apportionment according to the respective interest in relation to the Shares.

6.7. The effective purchase by the Offered Party will occur within thirty (30) days after the end of the Exercise Term and shall take place at the Company's head Office or at another place to be mutually agreed among the parties.

6.8. For the purchase, the Assignor Shareholder and the Offered Parties shall sign all necessary transfer instruments on the proper Share Transfer Books, and the purchase price shall be paid as provided for in Section 6.9., below.

6.9. The unit purchase price of the Shares Subject to Transfer to be paid by the Offered Parties shall be the unit price offered to the Offered Party, as described in the offer, on demand, or if so stipulated in the Transfer Communication, in installments in Brazilian currency, under the same payment conditions and term stipulated in the Transfer Communication.

6.10. Any and all offer shall be made in Brazilian currency, being prohibited any offer in assets, rights and/or any other payment form, except if these possibilities are expressly provided for in the Transfer Communication.

6.11. The Shareholders are entitled to the Preemptive Right set forth in this Clause 6, without affecting the Tag Along Right set forth in Clause 8.

6.12. Should one or more Offered Parties fail to exercise the Preemptive Right, the Assignor Shareholder may, at its exclusive discretion, sell the Shares Subject to Transfer to the interested third party indicated in the Transfer Communication, at an equal or higher price and under the same conditions offered to the Offered Party.

6.13. The Transfer shall take place on terms not less favorable to the Assignor Shareholder than those set forth in the Transfer Communication. However, if the Assignor Shareholder fails to make the Transfer within one hundred and twenty (120) days after the expiration of the Exercise Term, the Shares Subject to Transfer shall be again subject to all restrictions of this Section, and the Assignor Shareholder shall renew the procedure herein established.

> **6.13.1.** The provision contained in the first part of Section 6.13. shall not apply if the transfer takes place on stock exchange or OTC market. In these cases, the price shall be that charged and obtained on the date of the sale, in the market.
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> **6.13.2.** Should the Assignor Shareholder carry out the transfer on stock exchange or OTC market, but without affecting the Preemptive Right set forth in this Section 6, the Offered Parties may, upon favorable vote of all Offered Parties, follow the offer, with a sole offer composed of Shares of all Shareholders. Should the offer for any reason cannot address all Shares, the offer shall address the maximum number as possible, and each Shareholder shall participate with the same number of Shares.

6.13.3. The Offered Parties shall, within the term set forth in Section 6.4., but without affecting the Preemptive Right, inform, in case of non-exercise of the Preemptive Right, and further, in case the transfer is made through stock exchange or OTC market, whether they wish to follow the offer, case in which they will start to negotiate the conditions jointly. In this case, Cecilia shall lead the negotiations on behalf of the Shareholders.

6.14. Each Shareholder undertakes to cause any third party who intends to purchase the ownership of its Shares to agree in writing to be bound by this Agreement as a condition precedent for the purchase of the Shares.

6.14.1. In case of transfer on stock exchange or OTC market, and if the buyer or buyers are one or more individuals or legal entities, or a group of persons, in any case with relationship of control, association or significant influence ("Group of Buyers"), the transfer shall also be subject to the adhesion of all persons to this Agreement. This condition precedent shall only be released if the Group of Buyers purchases less than 90% of the Shares offered, case in which the adhesion shall be automatically waived.

6.15. In the event set forth in Section 6.14., including Section 6.14.1., as well as in any other case of disposal of Shares to third parties provided for in this Agreement, the Share transfer registration on the Company's books, or by the bookkeeping depositary financial institution shall only be valid or effective after (a) the buyer proving its full adhesion to the terms and conditions of this Agreement; or (b) all Shareholders and the interested third party enter into another Agreement that replaces, in whole or in part, or expressly revokes, this Agreement.

6.16. The sale, assignment, transfer or disposal of the Shares under any title in violation of the Preemptive Right set forth in this Section 6 shall be considered null and void, and shall not produce any effect before the Company, the Shareholders or third parties, not being subject to registration on the Company's corporate records or transfer between deposit accounts by the financial institution depositary of the Shares.

<u>Share Purchase Option</u>

6.17. Should any Share is subject to attachment or is encumbered in disagreement with this Agreement ("Attached Shares"), the Shareholders who are not holders of

Attached Shares shall be entitled to purchase all Attached Shares, at a price equal to the appraised value of the Attached Shares obtained for the attachment purposes ("Option Price"), subject to the terms and conditions set forth in this Section 6 ("Purchase Option in Case of Attachment").

6.18. The Shareholder holding Attached Shares ("Shareholder Subject to the Option") shall notify in writing the other Shareholders ("Shareholder Holding the Option") about the attachment within two (2) days after the receipt of communication of such fact, and this notice shall include the number of Attached Shares and the value attributed to them in the respective court proceeding. The Purchase Option in Case of Attachment shall be exercised by the Shareholders Holding the Option, in proportion to their interest in relation to the Shares, through written communication sent to the Shareholder Subject to the Option within thirty (30) days after the receipt of the notice mentioned in this Section 6.18. The Shareholders Holding the Option shall exercise the Purchase Option in Case of Attachment in relation to all Attached Shares attributed to them, and the partial exercise is prohibited.

> **6.18.1.** The Shareholder Holding the Option who has exercised the Purchase Option in Case of Attachment may exercise the right resulting from the non-exercise by any other Shareholder Holding Option. In this case, the provision in Section 6.6.1 above, with the necessary changes, shall apply.

6.19. The Shareholder Subject to the Option shall take all applicable measures in order for the replacement of the Attached Shares by the Option Price to be authorized by the applicable judge.

6.20. On the 30th (thirtieth) day after the date of exercise of the option by the Shareholders Holding the Option, or on the date on which the judge authorizes the replacement of the Attached Shares by the Option Price, the Shareholder Subject to the Option shall sell and transfer to the Shareholders Holding the Option, and they in turn will purchase, the Attached Shares through the payment of the applicable Option Price, on demand, in funds immediately available, and the Option Price shall be deposited in court by the Shareholders Holding the Option in substitution for the Attached Shares. Upon the court deposit of the Option Price the Shareholder Subject to the Option shall take all necessary measures to exclude the lien on the Attached Shares.

6.21. After the exercise of the Purchase Option in Case of Attachment and the release of the attachment, the purchase and sale of the Attached Shares shall be formalized through its registration on the Company's records. For this purpose, and exclusively for this purpose, the Shareholders hereby grant to each other a power-of-attorney without attorney representation, on an irrevocable and irreversible basis, under the terms of articles 683, 684 and 685 of the Brazilian Civil Code, with powers to enter into any documents necessary for the assignment and transfer of the Shares.

6.22. It is hereby set and agreed that after the registration of the transfer of the Attached Shares to the Shareholders Holding the Option, full dividends, interest on shareholders' equity and any other right relating to the Shares, held in reserve, declared or to be declared shall pertain to the Shareholders Holding the Option.

6.23. The provisions in 6.17., to 6.22., shall also apply to civil cases of insolvency, bankruptcy filing, judicial or extrajudicial recuperation procedure of any Shareholder, or any other event involving restructuring of debts of Shareholder involving assignment of assets to creditor under any title ("Shareholder in Recuperation"). Accordingly, in any of these cases involving one of the Shareholders, the other Shareholder shall, according to their interest in relation to the Shares, be entitled to purchase all Shares owned by the Shareholder in Recuperation. In this case, the Option Price shall be ascertained based on the weighted average trading price of the Company preferred shares for the last thirty (30) trading floors prior to the date of the fact described in this Section 6.23., plus ten percent (10%), subject to the terms and conditions of the Purchase Option in Case of Attachment, where applicable.

<u>Share Purchase in case of death</u>

6.24. In case of death or any other event involving succession, the Shares of the deceased Shareholder shall not be transferred, and the remaining Shareholders may purchase them ("Option in Case of Succession"). The purchase price in these cases shall be calculated as provided for in Section 6.23.

> **6.24.1.** The Option Price in Case of Succession shall be paid in thirty-three (36) equal and successive installments. At the end of each period of twelve (12) months, the remaining balance shall be adjusted by an interest rate of twelve percent (12%), so as the payable installments, which shall be equal at

each new period of twelve (12) months, shall be adjusted to reflect the increase due to that interest rate.

6.24.2. Should one or more Shareholders fail to exercise the Option in Case of Succession and the Shareholders who have exercised are not interested in extending the exercise to the non-exercised Shares, then the Shares shall be transferred under current legislation, however, in any event the provision in Section 6.24.3. shall be observed.

6.24.3. In any case the transfer shall be conditioned upon the successors' express and written adhesion to this Agreement.

General Condition

6.25. Without affecting other recourses held by the Parties, the provisions and obligations assumed under this Section 6 include specific performance under current legislation, and damages are not sufficient to satisfy the right of the Shareholders.

SECTION 7. Restrictions to the Disposal of Shares

7.1. At any time during the term of this Agreement, the Shareholders may not sell or otherwise assign or transfer, directly or indirectly, their Shares to any individual or legal entity who directly or indirectly, alone or in association with third parties, holds any incompatibility with the other Shareholders. Incompatibility means an individual or legal entity that has filed a lawsuit, arbitration, notice of commencement of such procedures or any other similar proceeding against any Shareholder; or by a Shareholder against a third party. In addition, incompatible are those who do not enjoy unblemished reputation. Individuals or legal entities not classified in the restrictive definitions herein set forth are considered "Qualified Third Parties" for the effects of this Agreement.

SECTION 8. Tag Along and Drag Along

8.1. With due regard for the Preemptive Right set forth in Section 6 above and the provisions of Section 7, the provisions of this Section 8 shall apply at any time during the term of this Agreement.

8.2. In case of Disposal of Shares, regardless of the number of shares traded, the remaining Shareholders ("Notified Shareholder") shall have the option to sell their own Shares to the third party buyer(s) on an equal basis in order to perform the joint sale of the Shares at the same price per Share and under the same payment conditions ("Tag Along Right").

8.3. The Tag Along Right herein set forth applies to any form of Disposal of Shares admitted in this Agreement, including direct and indirect disposal, either through sale, assignment, transfer, exchange or conveyance to the capital stock of other company or through any other corporate transaction.

> **8.3.1.** The application of the Tag Along Right does not apply to the disposal by Shareholders of preferred shares, as per Section 6.1.1.

8.4. For the effects of this Section 8, the Assignor Shareholder shall notify the other Notified Shareholders, in writing, so that, if they fail to exercise the Preemptive Right set forth in Section 6 above, exercise the Tag Along Right inherent to their Shares within thirty (30) days after the receipt of said notice.

> **8.4.1.** The notice shall expressly indicate: (a) name, qualification, contact information and address of the interested third party(ies); the number of Shares subject matter of the offer and the respective price; (c) payment terms and conditions; and (d) other information that is necessary or useful for the Notified Shareholder's decision making. If the third parties interested in purchasing the Shares are legal entities, the names of the respective direct or indirect controlling shareholders must also be informed, considering, in this sense, the definitions contained in articles 116 and 243, §2, of the Brazilian Corporate Law.

8.5. Within thirty (30) days after the receipt of the notice mentioned in Section 8.4 above, the Notified Shareholder must inform in writing the Assignor Shareholder whether or not it will exercise the Tag Along Right herein set forth. A Notified Shareholder's failure to provide an affirmative answer within such term shall be deemed waiver of such right.

8.6. Within fifteen (15) days after the end of the term mentioned in Section 8.5 above and after the exercise of the Tag Along Right, the Assignor Shareholder shall inform the Notified Shareholder and the interested third party(ies) of the number of Shares each Shareholder will sell to the third party buyer(s).

8.7. The joint sale of the Shares shall take place within at most thirty (30) days after the end of the term set forth in Section 8.6 above, on a business day established upon mutually agreement among the parties, upon simultaneous signature by the Shareholders and the third party buyer(s) of the corresponding Instruments of Transfer of Common Shares on the Company's records, and/or other instruments necessary to render the transfer effective, and against the payment of the respective price, on the exact conditions set forth in the notice.

8.8. The sale, assignment, transfer or disposal of Shares under any title in violation or infraction of the Tag Along Right set forth in this Section 8 shall be considered null and shall not produce effects before the Company, the Shareholders or third parties, not being subject to registration on the Company's corporate records or transfer between deposit accounts by the depositary financial institution.

Drag Along

8.9. Should the Shareholder Cecilia decide to dispose of her shares and no other Shareholder exercise the Preemptive Right for the purchase of her shares, the other Shareholders shall be obliged to sell their Shares if the buyer subjects the transaction to the purchase of all Shares bound by this Agreement. The drag along right set forth in this Section 8.9. applies only in case of disposal of Shares by the Shareholder Cecilia, and in no circumstance it may not be used by any other Shareholder.

8.10. The other Shareholders shall dispose of the shares jointly with the Shares of the Shareholder Cecilia, under identical conditions, including the payment term and form. In any case, the payment shall be made in Brazilian currency.

8.11. The Shareholders herein grant powers to the Shareholder Cecilia (as per model sample in **Annex 8.11.)**, on an irrevocable and irreversible basis, for Shareholder Cecilia to sell the Shares due to the application of the drag along right under the terms of Section 8.9.

8.12. The drag along right does not apply to the preferred shares held by the Shareholders on this date or in future date, including those obtained through one of the means set forth in Section 4.2.

SECTION 9. Management of the Company

9.1. The Shareholders shall appoint for the Company's management position, whenever this possibility exists, either for executive or administrative body, the Shareholder Cecilia. She will be substitute if she performs any act in violation of law or the Company's Bylaws, or if she performs act of conflict of interests in relation to the other Shareholders. In any case, both the illicit act and the conflicting act shall be formally evidenced by the Shareholders, and in any case, she will have right of defense.

> **9.1.1.** The procedure for investigation and defense shall be that set forth in 16.2. If any of the Shareholders rejects the opinion of the Mediator, then the provision in Section 16.5. shall apply.

9.2. In case of substitution for the reasons set forth in Section 9.1.the substitute shall be one of the Shareholders, and Cecilia shall be entitled to veto two nominees. If Cecilia vetoes the first two nominations, she will not be allowed to veto the third nomination.

9.3. The Shareholders may indicate, always with the consent of all Shareholders, a manager who is not a Shareholder to any management position. In this case, the manager shall have unblemished reputation, be a Professional of his/her area of expertise and undertake to always act for the interest of the Company, and shall observe, in any case, the provisions of this Agreement.

SECTION 10. Exercise of the Voting Right at General Meetings

10.1. The Shareholders shall exercise the voting right at the Company's General Meetings as well as the other rights inherent to the Shares they hold, strictly in conformity with the provisions in this Agreement.

10.2. The Shareholders hereby grant (as per the power-of-attorney sample in **Annex 10.2.** of this Agreement) powers for Cecilia to represent the other Shareholder at the Company's General Meetings as well as to perform other acts for interest to the Shareholders, under the terms of that Annex.

10.2.1. Under the terms of article 126, §1, combined with article 118, §7, of the Brazilian Corporate Law, the power-of-attorney shall be valid for seven (7) years.

10.3. In addition to the powers mentioned in Section 10.2., the Shareholders hereby grant (as per the power-of-attorney sample in **Annex 10.3.)** powers for Cecilia to grant, on behalf of the Shareholders, powers for herself, Cecilia, to sign power-of-attorney for the purposes set forth in Section 10.2. In other words, despite the power-of-attorney hereby granted under the terms and for the period set forth in Section 10.2.1, if, for any reason, the granting of a new or another power-of-attorney is necessary and the Shareholders are unable to sign them, Cecilia shall have powers to issue and sign such instrument on their behalf.

10.4. In order to emphasize, protect and ensure Shareholders' and/or the Company's rights resulting from this Agreement under the scope of the Company's General Meetings, the Shareholders and the chairman of the meeting shall have right and legitimacy to act as provided for in article 118, §§8 and 9, of the Brazilian Corporate Law.

10.5. Prior to each General Meeting, the Shareholders shall meet in separate at a "Preparatory Meeting" to decide how the Shareholders will vote. For the effects of calculation of the votes casted at a Preparatory Meeting Preferred Shares shall be disregarded, and this calculation shall consider only and exclusively the partners' shares or rights equally held by the Shareholders, so that the weight of each Shareholder shall be always equal, i.e., 25%. In case of tie, the decision approved by Cecilia shall prevail.

10.5.1. The right balance rule set forth in Section 10.5. applies to any and all situation subject to this Agreement, so that under no circumstance a Shareholder shall have rights, in computing a decision, higher than the others.

10.6. In no circumstance, including at General Meetings or other type of meetings, Cecilia shall be required to evidence or present the minutes or the statement of decisions of the Shareholders made in Preparatory Meeting, and in any case it is

assumed that her vote is cast in conformity with the resolutions of the Shareholders.

10.6.1. Cecilia shall be liable to the Shareholders for the votes cast in violation of this Agreement and the resolutions made at Preparatory Meetings.

10.7. Preparatory Meetings shall be called by Cecilia through a written notice five (05) days in advance. The Preparatory Meetings shall take place with the presence of any Shareholder. Absent Shareholders shall not be exempt from or unbound by the resolutions.

10.8. Resolutions made in Preparatory Meetings shall be drawn-up in minutes. Preparatory Meetings shall be presided over by Cecilia, who shall indicate a secretary among the other Shareholders. The secretary function may be assigned by the Chairman to an attorney who has been invited to attend the meeting or who is accompanying any of the Shareholders.

10.9. Without affecting the provision in Section 10.5. the Shareholders shall meet once a year in order for Cecilia to provide the other Shareholders with information relating to their positions. The meetings shall be called by Cecilia at least five (5) days in advance. Cecilia shall not provide any confidential information or that, due to her position, should be kept secret.

SECTION 11. Term

11.1. This Agreement shall be valid for seven (07) years after the date of its signature, and it will be automatically and successively renewed for equal periods, except a Shareholder decides otherwise at least one (01) year in advance.

11.2. In no circumstance the Shareholders, while holding such position, may terminate this Agreement or unilaterally cancel it before the end of the term herein set out.

SECTION 12. Filing and Annotation

12.1. This Agreement shall be filed at the Company's head office in the form and for the purposes set forth in article 118 of the Brazilian Corporate Law.

12.2. Where applicable, the following text shall be stated beside the registration of the Shares: "*The exercise of voting right relating to the Company shares held by the Shareholders [identify], as well as the limitations and restrictions to their transfer or encumbrance under any title are bound by and subject to the provisions of the Shareholder Agreement entered into on September 27, 2011.*"

12.3. The depositary financial institution shall be notified by the Company about the existence of this Agreement and shall receive a copy hereof.

SECTION 13. Specific Enforcement and Vote Cast in Violation of this Agreement

13.1. The Shareholders agree that only the payment of damages shall not constitute proper indemnity for the non-compliance with the obligations assumed under this Agreement, which shall admit, in addition to such payment, specific enforcement as provided for in article 118, § 3, of the Brazilian Corporate Law, and article 461 et seq. of the Brazilian Code of Civil Procedure.

13.2. The Chairman of the General Meeting or the Board of Directors shall not take into account vote cast in violation of this Agreement, as per law.

13.3. Under article 118, §§8 and 9, of the Brazilian Corporate Law, any Shareholder is entitled to request the Chairman of the Company's General Meeting or Board of Directors to declare the annulment of a vote cast in violation of a provision of this Agreement, and to request the Board of Executive Officers the prompt cancelation of the registration of the transfer of Shares made in disagreement with any of the provisions set forth herein, regardless of any judicial or extrajudicial procedure.

SECTION 14. Declarations

14.1. Each Shareholder individually declares, at the time of signing this Agreement, (a) to be the holder and lawful possessor of the Shares; (b) that the Shares it owns are free and clear of any judicial or extrajudicial liens or charges,

debts or obligations of any kind; and (c) that there is no judicial, administrative of tax proceeding that may in any way, even if indirectly, affect its rights on the Shares.

SECTION 15. General Provisions

15.1. This Agreement is entered into on an irrevocable and irreversible basis, binding all parties, their heirs, successors and assignees under any title.

15.2. In no circumstance a Shareholder will pledge the Shares they hold or give them in any form of guarantee, whether directly or indirectly, for their own debt or that of third parties, except if expressly provided for in this Agreement.

15.3. Except if expressly provided for otherwise in this Agreement, no Shareholder may assign or transfer their rights or obligations resulting from this Agreement, or the legal positions assumed hereunder, without written consent of the other Shareholders.

15.4. The titles and subtitles of this Agreement are for convenience only, and they shall not be considered for the construction of this instrument.

15.5. Any and all notice and communication relating to this Agreement shall be made in writing by registered letter or return-receipt letter, or by judicial means, addressed and/or delivered to the parties at the addresses below (with courtesy copy to the emails below), or to any other address that a party may communicate to the other during the term of this Agreement.

If to Cecilia:
Address: Rua XXXXXXXX
E-mail: mcgoncalves@editorasaraiva.com.br
Telephone: 00 (11)3168-9579

If to Sylvia:
Address: Rua XXXXXXXX
E-mail: xuro96@hotmail.com
Telephone: 00 (11) 4412-4226

If to Eugênia:

Address: Alameda XXXXXXX
E-mail: go71go@hotmail.com
Telephone: (11) 4153-5597

If to Henriqueta:
Address: Rua XXXXXXXXX
E-mail: keta@uol.com.br
Telephone: (11) 3021-2802

If to Company:
Address: Rua Henrique Schaumann, 270, 5º andar, Pinheiros, São Paulo/SP, CEP 05413-010, to the care of José Luiz Machado Alvim de Próspero, Chief Executive officer, with copy to João Luís Ramos Hopp, Chief Financial and Investor Relations Officer
E-mail: jlprospero@editorasaraiva.com.br c/c jlhopp@saraiva.com.br
Telephone: (11) 3613-3214 or (11) 3613-3263

15.6. If any Section of this Agreement is considered illegal, invalid or inapplicable for any reason, the other provisions herein shall remain in force and unaltered, and shall continue to bind the Shareholders.

15.7. Alterations of this Agreement shall only be valid if made in writing and signed by all Shareholders.

15.8. The Company appears in this Agreement in the capacity of Intervening Consenting Party.

15.9. This instrument constitutes the exclusive agreement among the Shareholders, and any other agreement prior to this date that may be mentioned by any Shareholder must be disregarded.

15.10. The Shareholders recognize that (a) a Shareholder's failure to exercise or the delay exercise of any right set forth in this Agreement or in law shall not constitute novation or waiver of such right nor shall hinder its future exercise; and (b) a Shareholder's waiver of any of these rights shall only be valid if formalized in writing.

SECTION 16. Resolution of Litigation, Mediation

16.1. Disputes, litigations and/or controversies not resolved according to the procedure set forth in Section 16.2. below shall be resolved through arbitration ("Arbitration"), conducted by the Market Arbitration Panel ("CAM"), under its Arbitration Regulation ("Regulation") and the provisions contained in Section 16.

16.1.1. The arbitration award shall be final and unappealable, and shall bind the Arbitration Parties, who undertake to comply with them spontaneously.

16.1.2. The arbitration shall be held in the City of São Paulo, State of São Paulo, Brazil, and the arbitrators are prohibited to judge based on equity.

16.1.3. The arbitration shall be composed of three arbitrators. Each Party shall be entitled to indicate an arbitrator, and both arbitrators so indicated shall agree to indicate the third arbitrator, who shall be the Chairman of the Arbitration Tribunal. In case of more than one claimant or defendant, the provision of the Regulation applicable to this issue shall apply.

16.1.4. The arbitration procedure shall continue even in the absence of any Party.

16.1.5. Except if the arbitration award decides otherwise, the expenses incurred for the arbitration shall be equally shared among the Parties to the arbitration procedure, except those of each Party relating to the conduction of the procedure, including, but not limited to, attorneys' fees.

16.1.6. Each Party remains with the right to seek in court legal measures aiming to obtain urgent measures to protect or safeguard rights or injunctions, as long as prior to the placement of the Arbitration Tribunal, however, CAM must be immediately informed of any judicial measures, whether or not granted, and this shall not be construed as waiver of the arbitration. To seek such court remedies the Parties elect the Central Court of the Capital City of São Paulo, with the exclusion of all others, however privileged they may be. After the placement of the Arbitration Tribunal, such measures must be requested to the arbitrators.

16.1.7. The Shareholders agree that the Arbitration must be kept confidential, and its elements (including, but not limited to, the arguments of

the Parties, evidence, opinions and other statements of third parties and any other documents presented or exchanged in the course of the arbitration procedure) shall only be disclosed to the Arbitration Tribunal, to the Parties, and their attorneys and to any person necessary for the development of the Arbitration, except if the disclosure is required for compliance with obligations imposed by law or competent authority.

16.2. Without affecting the provision in Section 16.1. above, prior to the filing of any Arbitration procedure, the Shareholders shall try to resolve any controversy by mediation, upon written request, to be conducted by one (01) Professional indicated by the Shareholders ("Mediator"), aiming to obtain an amicable solution.

16.3. In choosing the Mediator, the Shareholders shall base themselves on the area of expertise, privileging a professional who has knowledge about the issue in question. The professional should have a solid reputation and unquestionable prestige in the academic or business community.

16.3.1. The Shareholder who applies for the beginning of the mediation shall indicate in this application a list of three (03) professionals that fulfill the requirements set forth in Section 16.3., for the choice of the others. The other Shareholders shall appoint, by majority vote, the Professional who will conduct the mediation.

16.3.2. The other Shareholders may reject, only once, all names presented for the choice of the Mediator within three (03) days after the receipt of the application, presenting a justified reason for the rejection. Within three (03) days after the receipt of the rejection, the Shareholders who have rejected the names shall formulate a new list composed of other three (03) names for definitive choice of the Shareholder who applied for the mediation, who shall appoint, among the three (03) names, the Mediator.

16.4. The Mediator's opinion shall not be binding on the Shareholders, who shall, however, observe the good faith principle throughout the whole procedure and for acceptance of the opinion.

16.5. Should the Shareholders fail to resolve the Controversy through the procedure set forth in Section 16.2. within one (01) month after the receipt, by any of the Shareholders, of the application, or, if the Controversy is resolved with the issuance of an opinion but one or more Shareholders reject its application, the

Shareholders may propose the measures that they deem applicable under the terms of Section 16.1.

IN WITNESS WHEREOF, the Shareholders and the Company, this later in the capacity of Intervening Consenting Party, enter into this Agreement in five (5) counterparts of same content and form for a sole effect, in the presence of two (2) undersigned witnesses.

São Paulo, September 27, 2011.

MARIA CECILIA SARAIVA MENDES GONÇALVES

MARIA SYLVIA SARAIVA MENDES GONÇALVES

MARIA EUGENIA SARAIVA MENDES GONÇALVES TEIXEIRA

MARIA HENRIQUETA SARAIVA MENDES GONÇALVES

SARAIVA S/A LIVREIROS EDITORES

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RG: 16.381.660-8

_____
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