



RUMO S.A.

Publicly-held Company (Category "A")

Rua Emílio Bertolini, nº 100, sala 1

CEP 82920-030, Curitiba, PR

Corporate Taxpayer's ID (CNPJ/MF) No. 02.387.241/0001-60

Company Registry (NIRE) No. 413.000.19886

MATERIAL FACT

RUMO S.A. ("**Company**"), in compliance with provisions of rules issued by Brazilian Securities Commission ("**CVM**") No. 358 of January 3, 2002, as amended, CVM Instruction No. 476 of January 16, 2009, as amended ("**CVM Instruction 476**") and for the purposes of Paragraph 4 of Article 157 of Law No. 6.404 of December 15, 1976, as amended ("**Brazilian Corporation Law**"), informs its shareholders and the market in general, complementing the Material Fact released on September 6, 2017, that in a meeting of the Company's Board of Directors held on September 21, 2017, the Board members approved a primary offering to be held of initially two hundred and twenty million (220,000,000) non-par registered, book-entry, common shares, free and unencumbered of any burden or encumbrance, to be issued by the Company ("**Shares**"), with restricted placement efforts, pursuant to CVM Instruction No. 476 ("**Offering**").

I. OFFERING

The Offering shall consist on the primary offering of Shares, with restricted placement efforts to be held at the Federative Republic of Brazil ("**Brazil**"), at the non-organized over-the-counter market, pursuant to the "Agreement for Placement, Coordination and Firm Commitment of Settlement of Common Shares Issued by Rumo S.A." to be entered into between the Company and the Joint Bookrunners ("**Placement Agreement**") of Law No.6.385 of December 7, 1976, as amended ("**Securities Market Law**") and in compliance with procedures of CVM Instruction No. 476, the ANBIMA (Brazilian Financial and Capital Markets Association) Code of Regulation and Best Practices for Offerings of Distribution and Acquisition of Securities currently in force ("**ANBIMA Code**") and other applicable legal provisions, including the Listing Rules of B3 S.A. – Brazil, Stock Exchange, OTC ("**B3**" and "**Novo Mercado Rules**", respectively) *Novo Mercado*, the Directive Release No. 072/2014-

DP, issued by B3 on October 30, 2014 (“**Official Letter No. 72/2014**”) and Directive Release No. 087/2014-DP, issued by B3 on November 28, 2014 (“**Official Letter No. 87/2014**”), coordinated by Banco Bradesco BBI S.A. (“**Lead Manager**” or “**Bradesco BBI**”), Morgan Stanley S.A. (“**Morgan Stanley**”), Banco Santander (Brasil) S.A. (“**Santander**”) and BB Banco de Investimentos S.A. (“**BB Investimentos**”) and, jointly with the Lead Manager, Morgan Stanley and Santander, the “**Joint Bookrunners**”).

Concurrently, within the scope of the Offering, placement efforts shall be made abroad by Bradesco Securities, Inc., Morgan Stanley & Co. LLC, Santander Investment Securities Inc. and Banco do Brasil Securities LLC (jointly, referred to as “**International Placement Agents**”): (i) in the United States of America (“**United States**”), solely for qualified institutional buyers, residing and domiciled in the United States, as defined in the Rule 144A of Securities Act of 1933, issued by U.S. Securities and Exchange Commission (“**SEC**”), as amended (“**Securities Act**”), in operations exempted from registration at the United States, pursuant to the Securities Act and regulations issued supporting the Securities Act; and (ii) in other countries, except the United States and Brazil, for investors considered neither residing nor domiciled in the United States or not incorporated pursuant to the laws of that country (non U.S. persons), in compliance with procedures provided for in the Regulation S (“**Regulation S**”), issued by SEC, within the scope of the Securities Act, and investing according to the applicable laws in the country of domicile of each investor (the investors included in items (i) and (ii) above, jointly referred to as “**Foreign Investors**”) and, in both cases, as long as these Foreign Investors are registered with CVM and they invest in Brazil according to the investment mechanisms regulated by Brazilian applicable laws, especially by Brazilian Central Bank, the Brazilian Monetary Council (“**CMN**”) and CVM, Law No. 4.131, of September 3, 1962, as amended (“**Law No. 4.131**”) or CMN Resolution No. 4.373 of September 29, 2014 (“**CMN Resolution No. 4.373**”) and CVM Instruction No. 560 of March 27, 2015, as amended (“**CVM Instruction 560**”), therefore, not requiring the request and obtainment of registration of distribution and placement of Shares in capital markets agency or regulator of another country, inclusive before SEC. The placements efforts of Shares with Foreign Investors, solely abroad, shall be made pursuant to the Placement Facilitation Agreement to be entered into between the Company and the International Placement Agents (“**International Placement Agreement**”).

Pursuant to decision rendered on June 28, 2016, within the scope of the Administrative Proceeding CVM No. RJ2014/13261 and Article 24 of CVM Instruction No. 400 of December 29, 2003, as amended (“**CVM Instruction No. 400**”), until the date of conclusion of the Bookbuilding Procedure (as defined below), inclusive, the number of Shares initially tendered, may, at the Company’s discretion by common agreement with Joint Bookrunners, be added by up to fifteen percent (15%) of total Shares initially tendered, i.e., up to thirty-three million (33,000,000) common shares issued by the Company, under the same

conditions and at the same price of Shares initially tendered ("**Additional Shares**"), pursuant to the Placement Agreement, which shall be allocated to meet any excess of demand to be verified when the Price per Share is established (as defined below). As provided for in the Placement Agreement, the Additional Shares shall be purpose of firm commitment of settlement by Joint Bookrunners.

II. Share Price Stabilization

Share price stabilization procedure shall not occur after the Offering, and accordingly, the Share price in B3's secondary market may fluctuate significantly after the placement of Shares.

III. Partial Distribution

The partial distribution of Shares within the scope of the Offering shall not be accepted. **In the event of no demand for all Shares subscription (excluding the Additional Shares), within the scope of the Offering, by Shareholders (as defined below) and Professional Investors (as defined below), until the date of conclusion of the Bookbuilding Procedure (as defined below), pursuant to the Placement Agreement, the Offering shall be canceled, and all Priority Subscription Requests (as defined below) and all intentions of investment by Professional Investors, automatically cancelled, and the amounts eventually deposited refunded by Custody Agents (as defined below) or by Joint Bookrunners, where applicable, without interest rates or monetary restatement, without reimbursement of any costs incurred and with deduction, if any, of amounts referring to taxes or duties (including, but not limited to any applicable taxes on financial operations, IOF/Exchange and any taxes to be created and/or those whose rate currently corresponding to zero is increased), within three Business Days as of the release date of cancelation. In the event the Offering is canceled, the Company and the Joint Bookrunners shall not be held liable for any losses and damages incurred by investors.**

IV. Exclusion of Preemptive Right and Granting of Priority

The issue of Shares by the Company, in view of the Offering, shall be held excluding the preemptive right of its current shareholders, pursuant to Article 172, item I of the Brazilian Corporation Law and Article 6, Paragraph 1 of the Company's Bylaws, and this issue shall take place within the limit of authorized capital provided for in Article 6 of the Company's Bylaws. **The full or partial negotiation or assignment of shareholders' priority rights to any third party shall not be accepted, including amongst Shareholders.**

In order to comply with provisions of Article 9-A of CVM Instruction No. 476, as well as ensure the participation of current shareholders of the Company in the Offering, they shall

be given priority to subscribe all the Shares (including the Additional Shares) ("**Priority Right**") to be placed by means of the Offering to shareholders holding the Company's common shares as of September 21, 2017 ("**First Cut Date**" and "**Shareholder**", respectively), in the proportion of their respective interest in the Company's capital stock on September 28, 2017 ("**Second Cut Date**"), in compliance with provisions of item "Priority Offering Procedure" below ("**Priority Offering**").

V. Corporate Approvals

The execution of the Offering, excluding the preemptive right of current Company's shareholders and the granting to Shareholders of right to participate within the scope of the Priority Offering, as well as its terms and conditions, were approved in a meeting of the Company's Board Directors, held on September 21, 2017, the minutes of which shall be submitted for filing with the Board of Trade of the State of Paraná ("**JUCEPAR**") and published in the Official Gazette of the State of Paraná ("**DOEPR**") and in the newspaper "Gazeta do Povo", after obtaining its registration at JUCEPAR.

The Price per Share (as defined below), the effective Company's capital increase, within the limit of authorized capital, as provided for in its Bylaws, as well as the ratification of the capital increase, shall be approved in a meeting of the Company's Board of Directors to be held after the conclusion of the Bookbuilding Procedure (as defined below) and the definition of Price per Share as mentioned above, the minutes of which shall be duly filed at JUCEPAR and published at DOEPR and in the newspaper "Gazeta do Povo", after obtaining its registration at JUCEPAR.

VI. Price per Share

The Price per Share ("**Price per Share**") shall be determined after conclusion of the bookbuilding procedure to be conducted with professional investors, as defined in Article 9-A of CVM Instruction No. 539 of November 13, 2013, as amended, residing and domiciled or based in Brazil ("**Local Institutional Investors**" and, jointly with Foreign Investors "**Professional Investors**"), in Brazil, by Joint Bookrunners and abroad with Foreign Investors, by International Placement Agents, having as parameter: (i) the price of common shares issued by the Company at B3; and (ii) the indications of interest in view of quality and quantity of demand (per volume and price) for Shares, collected with Professional Investors ("**Bookbuilding Procedure**"), and shall be approved by the Company's Board of Directors. **The Price per Share shall not be indication of price to prevail on the market after conclusion of the Offering.**

The participation of Cosan Logística S.A. ("Cosan") in the Offering shall not be considered for the purposes of setting the Price per Share.

Pursuant to Article 170, Paragraph 1, item III of the Brazilian Corporation Law, the selection of criterion to determine the Price per Share is justified by the fact that the Price per Share shall not envisage the unjustified dilution of the Company's shareholders.

Shareholders exclusively participating in the Priority Offering shall not participate in the Bookbuilding Procedure, therefore, they will not participate in the process of setting the Price per Share.

The closing quote of the Company's common shares at B3, on September 21, 2017 was R\$ 10.39 per share issued by the Company, this amount is merely indicative of Price per Share, and may vary up or down, as per conclusion of the Bookbuilding Procedure. Based on this indicative Price per Share, the total amount of the Offering would be R\$ 2,285,800,000.00 (two billion, two hundred and eighty five million and eight hundred thousand Brazilian Reais), excluding the Additional Shares and R\$ 2,628,670,000.00 (two billion, six hundred and twenty eight million and six hundred and seventy thousand Brazilian Reais), considering the total amount of Additional Shares.

If for any reason, there is no effective demand of Professional Investors in the Bookbuilding Procedure, the Price per Share shall be defined by the Company's Board of Directors, without unjustified dilution of the Company's shareholders and to their best interest and of the Company, pursuant to Article 170, Paragraph 1, item III, and Paragraph 7 of the Brazilian Corporation Law, based on, without excluding another criterion deemed most appropriate in view of the market conditions, (i) the weighted average per volume of the Company's shares closing price verified at B3 over the last thirty (30) trading sessions immediately preceding and including the disclosure date of this Material Fact; or (ii) the Company's shares closing price verified at B3 on the date the Price per Share is determined.

Within the scope of the Offering, the participation of Professional Investors may be accepted, pursuant to Article 1, item VI of CVM Instruction No. 505 of September 27, 2011, as amended ("**CVM Instruction No. 505**"), namely: (i) controlling shareholders or managers of the Company or other persons bound by the Offering, as well as respective spouses or partners, ascendants, descendants and collaterals up to second degree of kinship; (ii) controlling shareholders or managers of the Joint Bookrunners or International Placement Agents; (iii) employees, operators and other representatives of the Joint Bookrunners or International Placement Agents, directly involved in the Offering; (iv) independent agents providing services to the Joint Bookrunners or International Placement Agents, provided that they are directly involved in the Offering; (v) other professionals maintaining with Joint Bookrunners or with International Placement Agents, services agreement directly related to the brokerage activity or operational support within the scope of the Offering; (vi) companies directly or indirectly controlled by Joint Bookrunners or by International Placement Agents; (vii) companies directly or indirectly controlled by persons bound by Joint Bookrunners or

International Placement Agents, provided that they are directly involved in the Offering; (viii) spouse or partner and minor children of persons mentioned in items "i" to "v" above; and (ix) investments clubs and funds whose majority of quotas pertains to Related Parties, unless if discretionarily managed by third parties who are not the Related Parties ("**Related Parties**") in the Bookbuilding Procedure, not establishing maximum limit for Related Parties' participation in the Bookbuilding Procedure. If verified that demand exceeded one-third (1/3) to the number of Shares initially tendered, the participation of Professional Investors may be accepted, pursuant to Article 1, item VI of CVM Instruction No. 505, who are Related Parties in the Bookbuilding Procedure until the maximum limit of twenty percent (20%) of total Shares tendered (including the Additional Shares).

The participation of Professional Investors who are Related Parties in the Bookbuilding Procedure may adversely impact the setting of Price per Share, and investment in Shares by Professional Investors who are Related Parties may reduce the liquidity of our common shares in the secondary market.

The investments made by persons mentioned in Article 48 of CVM Instruction No. 400 for hedge of derivatives operations contracted with third parties, and the Company's shares as benchmark, are authorized pursuant to Article 48 of CVM Instruction No. 400 and shall not be considered investments made by Related Parties within the scope of the Offering, provided that these third parties are not Related Parties.

Pursuant to CVM Instruction No. 530 of November 22, 2012, it shall be forbidden the subscription of Shares (including the Additional Shares) by investors who conducted short selling of the Company's common shares on the date the Price per Share is determined and within five trading sessions preceding it. Short selling is that one made by investors who do not hold the Company's common shares, or whose ownership results from loan or another similar agreement. Furthermore, the operations of same investor are short sales and acquisitions of the Company's common shares on his own behalf or by means of any vehicle whose investment decision is subject to his influence. Investment funds whose investment decisions are taken by same manager shall not be considered a sole investor for the purposes of provisions of this Paragraph, provided that the operations are classified into related each fund's investment policies. The prohibition provided for in this paragraph shall not apply in the following cases: (i) operations executed by legal entities in the performance of market maker of the Company's common shares, as defined in specific rules; and (ii) operations subsequently covered by acquisition in the market of the total amount of the Company's common shares corresponding to the short position, until at most, two trading sessions preceding the date when the Price per Share is determined.

VII. Distribution Plan

The Joint Bookrunners and, in the case of the Priority Offering, the Custody Agents, shall conduct the placement of Shares (including the Additional Shares) in Brazil, in compliance with provisions of CVM Instruction No. 476, the Official Letter No. 72/2014 and the Official Letter No. 87/2014, to Shareholders, by means of the Priority Offering and to Professional Investors, by means of the Institutional Offering (as defined below).

If the investment value in the Shares indicated by the shareholders in their respective Priority Subscription Request, observed the respective Proportional Subscription Limits, is sufficient to acquire the totality of the Shares (considering the Supplementary Shares), there will be no Shares to be allocated to Professional Investors, by means of the Institutional Offering. However, if after all Priority Subscription Requests are fulfilled, there are Shares there were not allocated in the Priority Offering, such Shares will be destined exclusively to Professional Investors, by means of the Institutional Offering.

After compliance with Priority Right, within the scope of the Priority Offering, the Offering shall be exclusively destined to Professional Investors ("**Institutional Offering**"). Pursuant to Article 3 of CVM Instruction No. 476, the search for Institutional Investors, within the scope of the Institutional Offering shall be limited to at most, seventy-five (75) and the Share subscription restricted to at a most, fifty (50) of these investors.

Referred limits shall not apply to the subscriptions by Shareholders, within the scope of the Priority Offering, and the search and subscription by Foreign Investors, observing any restrictions provided for by laws prevailing in the country of domicile of each Foreign Investor. The investment funds and the securities portfolios whose investments decisions are made by same manager shall be considered a single Local Institutional Investor, pursuant to Article 3, Paragraph 1 of CVM Instruction No. 476.

If the number of Shares (including the Additional Shares), purpose of investment intentions received from Professional Investors during the Bookbuilding Procedure exceeds the total of remaining Shares after the Priority Offering, under the terms and conditions described above, priority shall be given to meet the investment intentions of Professional Investors, at the sole discretion of the Company and the Joint Bookrunners, which shall take into account, amongst others, the customer relations and other business or strategic considerations of the Company and Joint Bookrunners.

VIII. Placement Regime

The Joint Bookrunners shall conduct the placement of Shares (including the Additional Shares), under the regime of firm commitment of settlement, severally and not jointly, in the proportion and according to the individual limits assumed by each one and other provisions provided for in the Placement Agreement.

The firm commitment of settlement to be assumed by Joint Bookrunners consists of the severally and not jointly obligation of Joint Bookrunners in the settlement of Shares (including the Additional Shares) which have been subscribed and not fully paid by investors until the 4th Business Day as of the date of disclosure of material fact announcing the Price per Share ("**Notice on Price per Share**" and "**Date of Settlement**", respectively) on the Date of Settlement, at the proportion and until the individual limit of each Joint Bookrunner indicated in the Placement Agreement ("**Firm Commitment of Settlement**").

If Shares (including the Additional Shares) effectively subscribed by investors are not fully paid on the Date of Settlement, each Joint Bookrunner, severally and not jointly, shall make full payment on the Date of Settlement, at the proportion and until the individual limits assumed by each one of 100% of any balance resulting from the difference between: (i) the number of Shares (including the Additional Shares) purpose of Firm Commitment of Settlement assumed by Joint Bookrunners; and (ii) the number of Shares (including the Additional Shares) effectively paid-in by investors on the Date of Settlement, by Price per Share. The Firm Commitment of Settlement is binding when the Bookbuilding Procedure is concluded, the Price per Share is defined and the Placement Agreement is signed.

In the event of exercise of Firm Commitment of Settlement, the Joint Bookrunners may resell these Shares (including the Additional Shares) with public, (i) during a six-(6) month period as of commencement of the Bookbuilding Procedure; or (ii) until the date the Closure Notice is sent, which occurs first ("**Period of Distribution**"), and the resale price shall be the Share market price, limited to the Price per Share.

IX. Priority Offering Procedure

Within the context of the Priority Offering, the total amount of Shares (including the Additional Shares) to be placed within the scope of the Offering shall primarily destined to Shareholders who request subscription by completing a specific form, with a Custody Agent (as defined below) ("**Priority Subscription Request**"), during the period between September 25,2017, inclusive and September 29, 2017, inclusive ("**Period of Priority Subscription**").

In order to ensure the Shareholders Priority Right, this shall be based on the equity interest of respective Shareholders verified in the custody positions (a) at the end of the First Cut Date: (i) at B3's Depository Center of Assets ("**Depository Center**"); and (ii) at Itaú Corretora de Valores S.A., the institution liable for bookkeeping the Company's common shares and Shares ("**Bookkeeping Agent**"); and (b) at the end of the Second Cut Date, (i) at the Depository Center; and (ii) at the Bookkeeping Agent.

The Priority Right is destined to Shareholders, and their respective limits of proportional subscription shall be calculated according to each Shareholder's interest in the Company's

total capital stock at the end of the Second Cut Date, excluding the shares issued by the Company eventually held in treasury, and this amount may vary from: (i) 0.16430 Share for each common share issued by the Company and held by Shareholders on the Second Cut Date, considering the placement of all Shares, but excluding the placement of Additional Shares; (ii) until 0.18895 Share for each common share issued by the Company held by Shareholders at the end of the trading session of the Second Cut Date, considering the placement of all Shares, also considering the placement of all Additional Shares ("**Limit of Proportional Subscription**"). If the ratio applied to the total amount of common shares issued by the Company held by Shareholder on the Second Cut Date results in Share fraction, the Limit of Proportional Subscription shall be determined considering the integer verified, excluding any additional Share fraction.

Shareholders intending to exercise the Priority Right and participate in the Priority Offering shall be subject to the internal rules and procedures of respective Custody Agents, representatives of non-resident investors and B3, especially the rules and standards applicable to the Depository Center, neither the Company, nor the Joint Bookrunners and B3 shall be held liable for any losses, claims, damages or obligations deriving from Shareholders' non-compliance with requirements to exercise the Priority Right, and accordingly, their participation in the Priority Offering, set forth herein.

Shareholders intending to exercise their Priority Right and participate in the Priority Offering shall register or, if they are already registered, certify that their respective records are updated before institution authorized to have access to the custody of assets at B3 under the custody agents category, duly qualified to act in the exercise of the Priority Right within the scope of tender offerings with restricted efforts, pursuant to Official Letter No. 87/2014 ("Custody Agent") by which they intend to make their respective Priority Subscription Requests.

Each Shareholder shall be liable for adopting the reasonable measures to timely register or update his records, where applicable, with one of the Custody Agents so that to make effective the Priority Subscription Request during Priority Subscription Period, observing the procedures of each Custody Agent, as well as the procedures provided for herein. The Custody Agents shall act with the strict purpose of assisting Shareholders in the Priority Offering, and under no circumstances they may conduct any type of effort to sell or place the Shares (including the Additional Shares), since the Offering is exclusively destined to Professional Investors, and Shareholders are only given priority in Share subscription, pursuant to CVM Instruction No. 476.

In view of operational procedures adopted by each Custody Agent, we advise Shareholders intending to participate in the Priority Offering to contact their preferred Custody Agent before making their Priority Subscription Requests in order to: (i) check the need of

maintaining funds in account opened and/or held for the purposes of guaranteeing their respective Priority Subscription Requests; (ii) check the possibility of account's anticipated debt by Custody Agent; (iii) obtain more detailed information on the deadlines to make the Priority Subscription Request, observing the operational procedures adopted by each Custody Agent, as well as the procedures provided for in Official Letter No. 87/2014 and in this Material Fact; and, where applicable, (iv) update and/or register themselves with that Custody Agent.

The Priority Subscription Requests are irrevocable and irreversible, observing the conditions of the proper instrument of Priority Subscription Request and according to the following conditions:

- (i) each Shareholder may provide the respective Priority Subscription Request with a single Custody Agent, by completing it during Priority Subscription Period, indicating the number of Shares (including the Additional Shares) intended to subscribe in the Priority Subscription Request, observing the Limit of Proportional Subscription;
- (ii) Shareholders can neither negotiate nor assign their respective Priority Rights, in whole or partially, inclusive amongst Shareholders;
- (iii) For the purposes of participation in the Priority Offering, shareholders are those holders of the Company's common shares, with positions under custody, as verified in the First Cut Date: (a) at the Depository Center; and (b) at the Bookkeeping Agent;
- (iv) The Priority Right is ensured to Shareholders until the proportional limit of such Shareholder's interest in the Company's total capital stock at the end of the Second Cut Date: (a) at the Depository Center; and/or (b) at the Bookkeeping Agent;
- (v) During Priority Subscription Period, each Shareholder interested in participating in the Priority Offering shall make Share Reservation Request (including the Additional Shares), irrevocably and irreversibly, except for the provisions of this item and items (xv) and (xvi) below, by completing the Priority Subscription Request with a single Custody Agent, without minimum and maximum limits of investment, observing the respective Limit of Proportional Subscription.
SHAREHOLDERS MAY STIPULATE IN THE PRIORITY SUBSCRIPTION REQUEST, A MAXIMUM PRICE PER SHARE AS CONDITION OF EFFECTIVENESS OF THEIR PRIORITY SUBSCRIPTION REQUEST, WITHOUT REQUIRING FURTHER CONFIRMATION AND, IN THE EVENT PRICE PER SHARE IS DETERMINED IN AMOUNT HIGHER THAN THE

AMOUNT ESTABLISHED BY SHAREHOLDER, THE RESPECTIVE PRIORITY SUBSCRIPTION REQUEST SHALL BE AUTOMATICALLY CANCELED.

Shareholders shall stipulate in their Priority Subscription Request, the number of Shares (including the Additional Shares) of their intention of investment in Shares, observing their Limit of Proportional Subscription. The Custody Agents only shall answer the Priority Subscription Requests made by Shareholders holders of accounts opened or held by investor with Custody Agent;

- (vi) in view of possibility of placement of Additional Shares, at the Company's discretion by common agreement with Joint Bookrunners, which may result in increase in the number of total Shares placed in up to fifteen percent (15%) of Shares initially tendered, and accordingly in increase in the Limit of Proportional Subscription of each Shareholder. **REGARDLESS OF PLACEMENT OF ADDITIONAL SHARES, SHAREHOLDERS MAY STIPULATE THE NUMBER OF SHARES THEY INTEND TO SUBSCRIBE, WITHIN THE SCOPE OF EXERCISE OF THEIR RESPECTIVE PRIORITY RIGHTS, ONLY FOR COMPLETION OF PRIORITY SUBSCRIPTION REQUESTS, DURING PRIORITY SUBSCRIPTION PERIOD, AND WITHOUT THE POSSIBILITY OF SUBSEQUENT RECTIFICATION, IF INDICATED IN THE PRIORITY SUBSCRIPTION REQUESTS THE INTEREST IN THE SUBSCRIPTION OF ALL SHARES, ONLY CONSIDERING THE PLACEMENT OF SHARES INITIALLY TENDERED, WITHOUT CONSIDERING THE PLACEMENT OF ADDITIONAL SHARES, THE RESPECTIVE SHAREHOLDER SHALL BE DILUTED, IN CASE OF PLACEMENT OF ANY AMOUNT OF ADDITIONAL SHARES;**
- (vii) we advise the Shareholders interested in making Priority Subscription Requests to: (a) attentively read (x) the terms and conditions stipulated in the Priority Subscription Request, especially the procedures related to the settlement of the Offering and the proxy clause, by means of which, when making the Priority Subscription Request, Shareholder shall automatically appoint the Custody Agent who has received the respective Priority Subscription Request as his attorney-in-fact, with powers to execute and sign the respective subscription list and required to send a copy of the subscription list to Shareholder and Lead Manager; and (y) the information included in this Material Fact; (b) verify with his preferred Custody Agent, before making his Priority Subscription Request, if at its sole discretion, the Custody Agent will request the maintenance of funds in account opened and/or held for the purposes of guaranteeing the Priority Subscription Request; (c) contact his preferred Custody Agent to obtain more detailed information on the deadline established by Custody Agent to make the Priority Subscription Request, or, where applicable, to take the reasonable measures to

timely register or update his records, where applicable, with the Custody Agent so that to make effective the Priority Subscription Request, during Priority Subscription Period, observing the operational procedures adopted by each Custody Agent and the procedures provided for in the Official Letter No. 87/2014 and in this Material Fact; (d) if the Company's shares held by Shareholder are held under the custody of Bookkeeping Agent, certify that his respective records are updated with Bookkeeping Agent, observing the procedures for the Priority Offering described herein; and (e) if the Company's shares held by such Shareholder, are held under custody at B3, certify that respective records are updated in one of the Custody Agents, observing the procedures for the Priority Offering described herein. The Custody Agents shall act with the strict purpose of ensuring Shareholders' Priority Right, and under no circumstances, are not authorized to make any type of sales effort or placements of Shares;

- (viii) before submitting their Priority Subscription Requests, Shareholders neither residing and nor domiciled or based in Brazil shall certify there are no legal or regulatory restrictions in their respective jurisdictions preventing or restricting their participation in the Priority Offering, and these Shareholders shall determine the regular status of their participation in the Priority Offering;
- (ix) requests for subscription of unsold shares are not accepted in the Priority Offering; Shareholders intending to subscribe Shares in amount higher than their respective Limit of Proportional Subscription may participate in the Institutional Offering, if they are Professional Investors, as long as they meet the conditions applicable to the Institutional Offering;
- (x) until 10:00 a.m. (Brasília time) of the Business Day following the date of disclosure of Notice on Price per Share, B3 will inform the number of Shares allocated to the Custody Agents (including the Additional Shares), the Price per Share and the amount of respective investment of each Shareholder;
- (xi) until 4:00 p.m. (Brasília time) of the Business Day following the date of disclosure of Notice on Price per Share, each Shareholder shall be informed by Custody Agent who has received the respective Priority Subscription Request, by means of his electronic address, or in the lack thereof, by facsimile, telephone or mail, the Date of Settlement, the number of Shares (including the Additional Shares) allocated, the Price per Share and the amount of respective investment;
- (xii) until 10:00 a.m. (Brasília time) of the Date of Settlement, each Shareholder shall make the payment in funds immediately available, in domestic currency, of the amount indicated in item (xi) above to the Custody Agent who has received the

respective Priority Subscription Request, unless if otherwise required by such Custody Agent;

- (xiii) on the Date of Settlement, the Custody Agent who has received the respective Priority Subscription Request, by means of B3, shall deliver the Shares (including the Additional Shares) allocated to respective Shareholder;
- (xiv) the Custody Agent to receive the Priority Subscription Request shall, within term and the amounts established by B3, pursuant to Official Letter No. 87/2014, deposit the guarantees necessary so that the Priority Subscription Request may be settled, within term and amounts established by B3, pursuant to Official Letter No. 87/2014 ("**Escrow Deposit**") in order to be qualified in the Priority Offering;
- (xv) in the event certain Custody Agent does not make the Escrow Deposit, the Priority Subscription Requests received by such Custody Agent shall be canceled, neither the Company, nor the Joint Bookrunners, nor B3 shall be held liable for any losses, claims or damages incurred by Shareholder who has made his Priority Subscription Request with such Custody Agent;
- (xvi) in the event certain Custody Agent partially makes the Escrow Deposit, the Priority Subscription Requests received by such Custody Agent which have not been guaranteed shall be canceled by Custody Agent, neither the Company, nor the Joint Bookrunner, nor B3 shall be held liable for any losses, claims or damages incurred by Shareholder whose Priority Subscription Request has not been guaranteed under the terms of this item. In the assumption the Custody Agent does not cancel the Priority Subscription Requests whose amount has not been guaranteed under the terms of this item, in the form and within term established by B3, pursuant to the Official Letter No. 87/2014, all the Priority Subscription Requests made by Custody Agent shall be cancelled, neither the Company, nor the Joint Bookrunner, nor B3 shall be held liable for any losses, claims or damages incurred by Shareholders who has made his Priority Subscription Request with such Custody Agent;
- (xvii) in the assumptions provided for herein, including those provided for in items (v), (xv) and (xvi) above, Shareholder whose Priority Subscription Request has been canceled (a) shall not participate in the Priority Offering; and (b) the amounts eventually deposited by such Shareholder shall be fully refunded by Custody Agent who has received the respective Priority Subscription Request, without interest rates, monetary restatement or reimbursement of any costs incurred and with deduction, if any, of amounts referring to taxes or duties (including but not limited to any taxes on applicable financial operations, the IOF/Exchange and any taxes to be created and/or those whose rate currently corresponding to zero

is increased), within three Business Days as of cancelation of respective Priority Subscription Request; and

- (xviii) in the event the Offering is not concluded or in case of termination of the Placement Agreement or the cancelation or annulment of the Offering, all the Priority Subscription Requests shall be cancelled and the Custody Agent who has received the respective Priority Subscription Request shall inform Shareholder on the cancelation of the Offering, which may occur by means of release of material fact. If Shareholder has already paid under the terms of item (xii) above, the amounts deposited shall be refunded without interest rates, monetary restatement or reimbursement of any costs incurred and with deduction, if any, of the amounts referring to taxes or duties (including but not limited to any taxes on applicable financial operations, the IOF/Exchange and any taxes to be created and/or those whose rate currently corresponding to zero is increased), within three Business Days as of notice on the cancelation of the Offering. In the event the Offering is canceled, the Company and the Joint Bookrunners shall not be held liable for any losses and damages incurred by Shareholders.

X. Interest of Investments by Cosan Logística S.A.'s Shareholders

Within the scope of the Offering, the shareholder Cosan expressed to the Company its interest in subscribing and fully paying for the Price per Share, the Shares in amount corresponding to 100% of its Priority Right, also considering the placement of Additional Shares, within the scope of the Priority Offering, without limit of maximum price per Share.

In addition to the Shares subscribed in the Priority Offering, Cosan may subscribe Shares within the scope of the Institutional Offering, without limit of maximum price per share, in the amount of up to R\$ 300,000,000.00 (three hundred million Brazilian Reais).

Cosan's participation in the Offering shall not be considered for the purposes of setting the Price per Share.

XI. Allocation of Funds

The net proceeds from the Offering, whether or not such includes the placement of Additional Shares, will be allocated to: (i) reduction of leverage; (ii) reduction of net indebtedness; and (iii) cash reinforcement.

For further information about the intended allocation of the proceeds of the Offering, see item "18.12. Securities - Other Relevant Information" of the Company's Reference Form.

XII. Capitalization

For further information about the impacts as regards conduction of the Offering to the Company's capitalization, see item "18.12. *Securities - Other Relevant Information*" of the Company's Reference Form.

XIII. Dilution

A Shareholder which does not exercise its Priority Right, or exercises its Priority Right by subscribing to an amount of Shares lower than his respective interest in the shareholding position or, further, exercises its Priority Right by subscribing to an amount of Shares lower than the interest to which he would be entitled if he also subscribed the Additional Shares, will be diluted.

For further information about the dilution in the value of the Shares derived from the conduction of the Offering, see item "18.12. *Securities - Other Relevant Information*" of the Company's Reference Form.

XIV. Costs of Distribution

The commissions and expenses of independent auditors, attorneys, consultants, translations and advertising related to the Offer will be paid exclusively by the Company, totaling approximately R\$ 62,000,000.00 (sixty two million Brazilian Reais) (excluding the Additional Shares) pursuant to the Placement Agreement and the International Placement Agreement.

For further information about the costs of distribution of the Offering, see item "18.12. *Securities - Other Relevant Information*" of the Company's Reference Form.

XV. Share Negotiation Restrictions (*Lock-up*)

As from the date of disclosure of this Material Fact, up to ninety (90) days after the date of determination of the Price per Share, the Company, its executive officers, members of its board of directors and its current controlling shareholders, except by means of the prior written consent of the Joint Bookrunners and the International Placement Agents, and subject to the exceptions and other restrictions set forth in the respective Lock-up Agreements, have certain restrictions on the trading of their shares issued by the Company.

For further information about share negotiation restrictions (lock-up) of the Offering, see item "18.12. *Securities - Other Relevant Information*" of the Company's Reference Form.

XVI. Rights, Advantages and Restrictions of Shares, purpose of the Offering.

The Shares (including the Additional Shares) will confer on their holders the same rights, advantages and restrictions granted to holders of common shares issued by the Company, in accordance with its Bylaws, the Brazilian Corporation Law and the Novo Mercado Rules, as in force on this date, including among them: (i) the right to vote at the Company's general meetings, with each Share corresponding to one vote; (ii) the right to the mandatory minimum dividend, in each financial year, equivalent to 25% of the net income adjusted

pursuant to article 202 of the Brazilian Corporation Law; (iii) the right to dispose of the Shares under the same conditions assured to the selling controlling shareholder, in the event of direct or indirect disposal of control of the Company, with consideration, either through a single transaction or through successive operations (100% tag along of the price); and (iv) the right to receive full dividends and other benefits of any nature that the Company declares from the date of conclusion of the Bookbuilding Procedure.

XVII. Stock Dispersion Efforts

Pursuant to paragraph 7.1 of the Novo Mercado Rules and item 5.4 of Official Letter No. 72/2014, for the purpose of complying with stock dispersion efforts, the Company and the Joint Bookrunners declare that, they have verified, considering the negotiations conducted in the three months prior to the Offering, an Average Daily Trading Volume (ADTV) of the Company's shares in excess of four million Reais (R \$ 4,000,000.00).

XVIII. Estimated Schedule of the Offering.

Below is an estimated schedule of the main stages of the Offering, with information about its main events as of this date:

No.	Event	Date of performance Estimated Date⁽¹⁾
	Meeting of Board of Directors of the Company, approving the execution of the Offering.	
1.	First Cut Date of the Priority Offering Disclosure of this Material Fact of the Offering.	09/21/2017
	Presentations are made to potential investors ⁽²⁾ .	
2.	Beginning of the Bookbuilding Procedure	09/22/2017
3.	Beginning of the Priority Subscription Period.	09/25/2017
4.	Second Cut Date of Priority Offering.	09/28/2017
5.	Closing of the Priority Subscription Period.	09/29/2017
	Closing of Presentations to Potential Investors Closing of the Bookbuilding Procedure Determination of Price per Share	
6.	Meeting of the Company's Board of Directors Approving the Price per Share and the Approval of the Increase in Capital. Signing of the Distribution Agreement and Agreements Related to the Offering.	10/04/2017
7.	Disclosure of Notice on Price per Share	10/05/2017
8.	Commencement of the Trading of Shares, purpose of the Offering at B3.	10/06/2017
9.	Date of Settlement	10/10/2017

⁽¹⁾ All dates foreseen for future events are merely indicative and are subject to changes, suspensions, extensions and advances without prior notice, at the discretion of the Company and at the discretion of the Joint Bookrunners. Also, in case of changes in circumstances, revocation or modification of the Offer, such schedule may be modified.

⁽²⁾ The presentations to potential investors (roadshow) will take place in Brazil and abroad.

XIX. Discontinuation of Guidance:

The Company's Management opted to discontinue the disclosure of financial projections (guidance) previously presented in item 11 of the Reference Form, in view of the need to align its guidance disclosure policy with the procedures adopted by its independent auditors and other consultants in the context of the Offering.

Accordingly, any considerations about future estimates and statements relating to the plans, expectations about future events, strategies and financial trends affecting the Company's activities, including any previously disclosed guidance, which involve risks and uncertainties, are therefore not indicative of, nor so they constitute guarantees of, future results, and should not be considered by investors as a basis for a decision to invest in the Offering.

XX. Additional Information

This Material Fact shall not, under any circumstances, be considered a recommendation for investment in the Shares. In deciding to invest in the Shares, the Shareholders must carry out their own analysis and assessment of the Company's financial situation, its activities and the risks arising from investing in the Shares.

The Offering is automatically exempted from the registration of public distribution by the CVM, which is dealt with in article 19 of the Securities Market Law, and pursuant to Article 6 of CVM Instruction 476, and it is therefore not subject to prior analysis by the CVM. The Offer will not be subject to prior analysis by the CVM, ANBIMA ("**ANBIMA**") or by any regulatory or self-regulating entity, however, after sending the closing statement of the Offer to the CVM, as provided for in Article 8 and Exhibit 8 of CVM Instruction 476, the Offering will be registered with ANBIMA, according to Article 1, Paragraph 3 of the ANBIMA Code. The Offering has not been and will not be registered with the SEC.

THE COMPANY STRONGLY RECOMMENDS THAT THE SHAREHOLDERS INTERESTED IN PARTICIPATING IN THE OFFERING READ, PAYING CAREFUL ATTENTION TO THE TERMS AND CONDITIONS, ESPECIALLY THE PROCEDURES RELATING TO THE PAYMENT AND DETERMINATION OF THE PRICE PER SHARE AND THE SETTLEMENT OF THE PRIORITY OFFER, THE INFORMATION CONTAINED IN THIS RELEVANT FACT, AS WELL AS THE COMPANY'S REFERENCE FORM, WHICH CONTAINS ADDITIONAL AND COMPLEMENTARY INFORMATION TO THIS RELEVANT FACT, IN PARTICULAR THE RISK FACTORS DESCRIBED IN ITEM "4. RISK FACTORS", AS WELL AS ITEMS 17. "CAPITAL AND "18. SECURITIES, BEFORE MAKING ANY INVESTMENT DECISION.

The right to participate in the Priority Offering and / or Shares (also considering Additional Shares) may not be offered or sold in the United States without registration or exemption from registration under the Securities Act. The Company, the Joint Bookrunners and the

International Placement Agents have not and will not make any record of the Offering or the Shares (including the Additional Shares) in the United States or in any agency or regulatory body of the capital market of any other Country.

Additionally, Shareholders may not subscribe to Shares (considering the Supplementary Shares) through the exercise of their Priority Rights if such subscription violates the legislation of the jurisdiction in which the Shareholder is domiciled or requires the registration of the Shareholder under any legislation other than Brazilian legislation, including the Securities Act. It is the responsibility of each Shareholder to determine their eligibility to exercise their Priority Right under the law of their jurisdiction.

For the purposes of this Material Fact, "Business Day" shall be deemed to be any day other than a Saturday, Sunday or national holiday, or when it is not a banking workday in the City of São Paulo, State of São Paulo.

Any notices to Shareholders related to the Offer, including any changes to the Offering schedule, will be disclosed by means of a notice to the market or relevant fact on the CVM web pages (<http://www.cvm.gov.br>), of B3 (<http://www.bmfbovespa.com.br>) and of the Company (<http://ri.rumolog.com>).

The Company will keep its shareholders and the market in general informed about the process of the Offering, in accordance with the applicable regulations. Additional information may be obtained from the Company's Investor Relations Department, in the City of Curitiba, State of Paraná, at Rua Emílio Bertolini, no. 100, room 1, Postcode 82920-030 or on the Company's website(<http://ri.rumolog.com>).

São Paulo, September 21, 2017.

RUMO S.A.

Ricardo Lewin

Financial and Investor Relations Officer