

http://www.oblibe.com

424B2 1 a2220133z424b2.htm 424B2

[Table of Contents](#)

Filed Pursuant to Rule 424(b)(2)
Registration Statement No. 333-195610
333-195610-01

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to Be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Note	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee(1)
5.250% notes due 2024	U.S.\$600,000,000	99.302%	U.S.\$595,812,000	U.S.\$77,280
Guarantee	(2)	(2)	(2)	(2)

(1) The registration fee is calculated in accordance with Rule 457(r) of the Securities Act of 1933.

(2) Guarantee of Fibria Celulose S.A. of the 5.250% notes due 2024 of Fibria Overseas Finance Ltd. No separate consideration will be received for the guarantees. Pursuant to Rule 457(n) under the Securities Act, no separate fee is payable with respect to the guarantees.

http://www.oblible.com

[Table of Contents](#)

Filed pursuant to Rule 424(b)(2)
Registration Nos. 333-195610
333-195610-01

Prospectus Supplement
(To Prospectus dated May 1, 2014)



U.S.\$600,000,000

Fibria Overseas Finance Ltd.
(incorporated with limited liability in the Cayman Islands)

5.250% Notes due 2024

fully, unconditionally and irrevocably guaranteed by

Fibria Celulose S.A.
(incorporated in the Federative Republic of Brazil)

Fibria Overseas Finance Ltd., or the issuer, is offering U.S.\$600,000,000 in aggregate principal amount of its notes due 2024, or the notes. The issuer is a Cayman Islands exempted company. The notes will be fully, unconditionally and irrevocably guaranteed by Fibria Celulose S.A., or Fibria Celulose, a corporation (*sociedade anônima*) incorporated under the laws of the Federative Republic of Brazil.

Interest on the notes will be payable semi-annually in arrears on May 12 and November 12 of each year, beginning on November 12, 2014.

The issuer or Fibria Celulose may, at its option, redeem the notes, in whole or in part, at any time, by paying the greater of (i) 100% of the principal amount of the notes plus accrued interest and additional amounts, if any, to the date of redemption and (ii) the applicable "make-whole" amount. The notes may also be redeemed, in whole but not in part, at 100% of their principal amount plus accrued interest and additional amounts, if any, at any time upon the occurrence of specified events relating to Brazilian or Cayman Islands tax law, as set forth in this prospectus supplement. See "Description of the Notes—Redemption."

If a specified Change of Control event as described herein occurs, unless the issuer or Fibria Celulose has exercised its option to redeem the notes, Fibria Celulose will be required to offer to purchase the notes at the price described in this prospectus supplement.

The notes will be senior unsecured obligations of the issuer, ranking equal in right of payment with all of its other existing and future senior unsecured debt. The guarantee will be senior unsecured obligations of Fibria Celulose, ranking equal in right of payment with all of its other existing and future senior unsecured debt.

The issuer intends to apply to have the notes approved for listing on the New York Stock Exchange, or the NYSE.

Investing in the notes involves risks. See "Item 3. Key Information—D. Risk Factors" on page 11 of our annual report on Form 20-F for the year ended December 31, 2013, which is incorporated by reference in this prospectus supplement, and "Risk Factors" beginning on page S-19 of this prospectus supplement to read the discussion of material risks you should consider before investing in the notes.

	<u>Per note</u>	<u>Total</u>
	U.S.\$	
Public offering price(1)	99.302%	595,812,000
Underwriting discount	0.451%	2,706,000
Proceeds to us before expenses	98.851%	593,106,000

(1) Plus accrued interest, if any, from May 12, 2014.

Neither the U.S. Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus supplement or the accompanying prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The underwriters expect to deliver the notes to purchasers on or about May 12, 2014 in book-entry form only through the facilities of The Depository Trust Company, or DTC, for the accounts of its direct and indirect participants, including Euroclear Bank S.A./N.V. or Euroclear, and Clearstream Banking, *société anonyme*, or Clearstream, Luxembourg.

Joint Book-Running Managers

Citigroup

Credit Agricole CIB

Deutsche Bank Securities

Goldman, Sachs & Co.

Banco Votorantim

The date of this prospectus supplement is May 7, 2014.

TABLE OF CONTENTS

Prospectus Supplement

	<u>Page</u>
<u>ABOUT THIS PROSPECTUS SUPPLEMENT</u>	<u>S-ii</u>
<u>INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE</u>	<u>S-iii</u>
<u>PRESENTATION OF FINANCIAL AND OTHER INFORMATION</u>	<u>S-iv</u>
<u>CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS</u>	<u>S-v</u>
<u>SUMMARY</u>	<u>S-1</u>
<u>RISK FACTORS</u>	<u>S-19</u>
<u>USE OF PROCEEDS</u>	<u>S-23</u>
<u>CAPITALIZATION</u>	<u>S-24</u>
<u>EXCHANGE RATES</u>	<u>S-25</u>
<u>MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL RESULTS FOR THE THREE-MONTH PERIODS ENDED MARCH 31, 2014 AND 2013</u>	<u>S-26</u>
<u>DESCRIPTION OF THE NOTES</u>	<u>S-40</u>
<u>CLEARANCE AND SETTLEMENT</u>	<u>S-49</u>
<u>TAXATION</u>	<u>S-52</u>
<u>CERTAIN EMPLOYEE BENEFIT PLAN INVESTOR CONSIDERATIONS</u>	<u>S-59</u>
<u>UNDERWRITING (CONFLICT OF INTEREST)</u>	<u>S-60</u>
<u>EXPENSES</u>	<u>S-67</u>
<u>LEGAL MATTERS</u>	<u>S-68</u>
<u>EXPERTS</u>	<u>S-69</u>
<u>SERVICE OF PROCESS AND ENFORCEMENT OF JUDGMENTS</u>	<u>S-70</u>

Prospectus

	<u>Page</u>
<u>ABOUT THIS PROSPECTUS</u>	<u>1</u>
<u>WHERE YOU CAN FIND MORE INFORMATION</u>	<u>2</u>
<u>INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE</u>	<u>3</u>
<u>CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS</u>	<u>4</u>
<u>FIBRIA CELULOSE</u>	<u>5</u>
<u>FIBRIA FINANCE</u>	<u>7</u>
<u>USE OF PROCEEDS</u>	<u>8</u>
<u>LEGAL OWNERSHIP OF DEBT SECURITIES</u>	<u>9</u>

<u>DESCRIPTION OF THE DEBT SECURITIES</u>	<u>11</u>
<u>DESCRIPTION OF THE GUARANTEE</u>	<u>29</u>
<u>PLAN OF DISTRIBUTION</u>	<u>30</u>
<u>VALIDITY OF SECURITIES</u>	<u>31</u>
<u>EXPERTS</u>	<u>32</u>
<u>SERVICE OF PROCESS AND ENFORCEMENT OF JUDGMENTS</u>	<u>33</u>

You should rely only on the information incorporated by reference or provided in this prospectus supplement and in the accompanying prospectus. We have not, and the underwriters have not, authorized anyone to provide you with information that is different from, or additional to, that contained in this prospectus supplement and the accompanying prospectus. This prospectus supplement and the accompanying prospectus are an offer to sell or to buy only the securities referred to herein and may only be used under circumstances and in jurisdictions where it is lawful to offer and sell the notes. You should not assume that the information in this prospectus supplement or in the accompanying prospectus is accurate as of any date other than the date on the front of those documents.

S-i

[Table of Contents](#)

ABOUT THIS PROSPECTUS SUPPLEMENT

This document consists of two parts. The first part is this prospectus supplement, which describes the specific terms of this offering of notes by the issuer. The second part, the accompanying prospectus, represents more general information about this offering. Generally, when we refer only to the "prospectus," we are referring to both parts combined and when we refer to the "accompanying prospectus," we are referring to the base prospectus. If the description of this offering varies between this prospectus supplement and the accompanying prospectus, you should rely on the information in this prospectus supplement.

We are responsible for the information contained and incorporated by reference in this prospectus supplement and in any related free writing prospectus we prepare or authorize. The issuer and Fibria Celulose have not authorized anyone to give you any other information, and we take no responsibility for any other information that others may give you. Neither the issuer nor Fibria Celulose is making an offer to sell the notes in any jurisdiction where the offer is not permitted. You should not assume that the information in this prospectus supplement, the accompanying prospectus or any document incorporated by reference is accurate as of any date other than the date of the relevant document.

The representations, warranties and covenants made by us in any agreement that is filed as an exhibit to any document that is incorporated by reference in this prospectus supplement and the accompanying prospectus were made solely for the benefit of the parties to such agreement, including, in some cases, for the purpose of allocating risk among the parties to such agreements, and should not be deemed to be a representation, warranty or covenant to you. Moreover, such representations, warranties or covenants were accurate only as of the date when made. Accordingly, such representations, warranties and covenants should not be relied on as accurately representing the current state of our affairs.

The information in this prospectus supplement is accurate as of the date on the front cover. You should not assume that the information contained in this prospectus supplement is accurate as of any other date.

In this prospectus, unless otherwise indicated, references to:

- "Fibria Finance" or the "issuer" means Fibria Overseas Finance Ltd.;
- "Fibria Celulose" refers to Fibria Celulose S.A.; and
- "Fibria," "our company," "we," "our," "ours," "us" or similar terms refer to Fibria Celulose together with its consolidated subsidiaries and jointly controlled companies.

[Table of Contents](#)

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The U.S. Securities and Exchange Commission, or the SEC, allows us to "incorporate by reference" information into this prospectus supplement and the accompanying prospectus. This means that we can disclose important information to you by referring you to another document filed by us separately with the SEC. The information incorporated by reference is considered to be a part of this prospectus supplement and the accompanying prospectus, except for any information superseded by information that is included directly in this prospectus supplement or incorporated by reference subsequent to the date of this prospectus supplement.

We incorporate by reference into this prospectus supplement the following documents listed below, which we have already filed with or furnished to the SEC:

- our annual report on Form 20-F for the fiscal year ended December 31, 2013, which we filed with the SEC on February 28, 2014 (File No. 001-15018), which we refer to as our 2013 Annual Report;
- any future annual reports on Form 20-F that we file with the SEC after the date of this prospectus supplement and prior to the termination of the offering of the securities offered by this prospectus supplement;
- our current report on Form 6-K furnished to the SEC on April 24, 2014 (File No. 001-15018), containing our unaudited consolidated interim financial statements as of March 31, 2014 and for the three-month periods ended March 31, 2014 and 2013, which we refer to as our First Quarter Form 6-K;
- our current report on Form 6-K furnished to the SEC on May 1, 2014 (File No. 001-15018), containing a statement regarding the computation of our ratio of earnings to fixed charges; and
- any future reports on Form 6-K that we submit to the SEC after the date of this prospectus supplement that are identified in such reports as being incorporated by reference in this prospectus supplement or the accompanying prospectus.

We will provide without charge to each person to whom this prospectus supplement has been delivered, upon the written or oral request of any such person to us, a copy of any or all of the documents referred to above that have been or may be incorporated into this prospectus by reference, including exhibits to such documents. Requests for such copies should be directed to:

Fibria Celulose S.A.
Attn: Investor Relations Department
Alameda Santos, 1357—6th floor
01419-908, São Paulo, SP
Brazil
Telephone +55 11 2138-4565

To the extent there is a conflict between the information contained in this prospectus supplement and the accompanying prospectus or any document incorporated by reference herein or therein, you should rely on the information in this prospectus supplement, provided that if any statement in one of these documents is inconsistent with a statement in another document having a later date—for example, a document incorporated by reference in this prospectus supplement—the statement in the document having the later date modifies or supersedes the earlier statement. Any statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute part of this prospectus supplement.

[Table of Contents](#)

PRESENTATION OF FINANCIAL AND OTHER INFORMATION

All references herein to the "real," "reais" or "R\$" are to the Brazilian *real*, the official currency of Brazil. All references to "U.S. dollars," "dollars" or "U.S. \$" are to United States dollars.

We maintain our books and records in *reais*. Our consolidated financial statements as of December 31, 2013, December 31, 2012 and January 1, 2012, and for each of the three years ended December 31, 2013, which are incorporated by reference in this prospectus supplement by reference to our 2013 Annual Report, have been prepared in accordance with International Financial Reporting Standards, or IFRS, as issued by the International Accounting Standards Board, or the IASB, and have been audited, as stated in the report appearing in our 2013 Annual Report. Our unaudited consolidated interim financial statements as of March 31, 2014 and for the three-month periods ended March 31, 2014 and 2013, which are incorporated by reference in this prospectus supplement by reference to our First Quarter Form 6-K have been prepared in accordance with IAS 34—"Interim Financial Reporting," as issued by IASB. The preparation of financial statements in conformity with IFRS requires the use of certain critical accounting estimates. It also requires management to exercise its judgment in the process of applying our accounting policies. Those areas involving a higher degree of judgment or complexity, or areas where assumptions and estimates are significant to the consolidated financial statements are disclosed in note 3 to our audited consolidated financial statements, which are incorporated by reference in this prospectus supplement by reference to our 2013 Annual Report.

The financial information of our company included in this prospectus supplement and the accompanying prospectus should be read in conjunction with, and is qualified in its entirety by, our (1) audited consolidated financial statements and "Item 5. Operating and Financial Review and Prospects" included in our 2013 Annual Report, (2) our unaudited consolidated interim financial statements included in our First Quarter Form 6-K and (3) the "Management's Discussion and Analysis of Financial Results for the Three-Month Periods Ended March 31, 2014 and 2013" section in this prospectus supplement.

Market Information

We make statements in this prospectus supplement and the accompanying prospectus about our competitive position and market share in, and the market size of, the pulp and paper industry. We have made these statements on the basis of statistics and other information from third-party sources that we believe are reliable. We derive this third-party information principally from reports published by the Brazilian Association of Pulp and Paper (*Bracelpa—Associação Brasileira de Celulose e Papel*), or Bracelpa, as well as by Resource Information Systems Inc., or RISI, Pulp and Paper Product Council, or the PPC, and Hawkins Wright, which are specialized consultants in the pulp market. Although we have no reason to believe that any of this information or these reports are inaccurate in any material respect, we have not independently verified the competitive position, market share, market size or market growth data provided by third parties or by industry or general publications.

Rounding and Other Information

Some percentages and certain figures included in this prospectus supplement have been subject to rounding adjustments. Accordingly, figures shown as totals in certain tables in this prospectus supplement may not be an arithmetic aggregation of the figures that precede them.

As used in this prospectus supplement:

- "installed capacity" means the annual projected capacity for a particular facility (excluding the portion that is not attributable to our participation in a facility owned by a joint venture), calculated assuming operations for 24 hours each day of a year and deducting scheduled downtime for regular maintenance;
- "ton" means a metric ton, which is equal to 1,000 kilograms or 2,204.62 pounds;
- one "hectare" equals approximately 2.471 acres;
- references to "Brazil" are to the Federative Republic of Brazil; and
- the phrase "Brazilian government" refers to the federal government of Brazil.

[Table of Contents](#)

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This prospectus supplement and the accompanying prospectus contain forward-looking statements related to our plans, expectations regarding future events, business strategies and prospects that are subject to risks and uncertainties. These forward-looking statements are set forth under "Item 3. Key Information—D. Risk Factors," "Item 4. Information on Fibria" and "Item 5. Operating and Financial Review and Prospects" in our 2013 Annual Report, which is incorporated by reference into this prospectus supplement and the accompanying prospectus. Some of the matters discussed concerning our business operations and financial performance include forward-looking statements within the meaning of the U.S. Securities Act of 1933, as amended, or the Securities Act, and the U.S. Securities Exchange Act of 1934, as amended, or the Exchange Act.

We have based these forward-looking statements largely on our current expectations and estimates about future events and financial trends, which affect or may affect our business and results of operations. Although we believe that these forward-looking statements are based upon reasonable assumptions, these statements are subject to several risks and uncertainties and are made in light of information currently available to us. It is possible that our future performance may differ materially from our current assessments due to a number of factors, including the following:

- our direction and future operation;
- the implementation of our principal operating strategies, including our potential participation in acquisition or joint venture transactions or other investment opportunities;
- general economic, political and business conditions, both in Brazil and in our principal export markets;
- industry trends and the general level of demand for, and change in the market prices of, our products;
- existing and future governmental regulation, including tax, labor, pension and environmental laws and regulations and import tariffs in Brazil and in other markets in which we operate or to which we export our products;
- the competitive nature of the industry in which we operate;
- our level of capitalization, including the levels of our indebtedness and overall leverage;
- the cost and availability of financing;
- our compliance with the covenants contained in the instruments governing our indebtedness;
- the implementation of our financing strategy and capital expenditure plans;
- interest rate fluctuations, inflation and fluctuations in currency exchange rates, including the Brazilian *real* and the U.S. dollar;
- legal and administrative proceedings to which we are or may become a party;
- the volatility of the prices of the raw materials we sell or purchase to use in our business;
- other statements included or incorporated in this prospectus supplement and the accompanying prospectus that are not historical; and
- risk factors discussed under "Item 3. Key Information—D. Risk Factors" of our 2013 Annual Report, which is incorporated by reference herein.

The words "believe," "may," "could," "will," "should," "would," "estimate," "continue," "plan," "anticipate," "intend," "expect" and similar words are intended to identify estimates and forward-looking statements. Estimates and forward-looking statements speak only as of the date they were

[Table of Contents](#)

made, and we undertake no obligation to update or to review any estimate and/or forward-looking statement because of new information, future events or other factors. Estimates and forward-looking statements involve risks and uncertainties and are not guarantees of future performance. Our future results may differ materially from those expressed in these estimates and forward-looking statements. In light of the risks and uncertainties described above, the estimates and forward-looking statements discussed in this prospectus supplement and the accompanying prospectus might not occur and our future results and our performance may differ materially from those expressed in these forward-looking statements due to, inclusive of, but not limited to, the factors mentioned above. As a result of these risks and uncertainties, investors should not base their decisions to invest in this offering on these estimates or forward-looking statements.

[Table of Contents](#)

SUMMARY

This summary highlights selected information about us and the notes that we are offering. It may not contain all of the information that may be important to you. Before investing in the notes, you should read this entire prospectus supplement, the accompanying prospectus and the documents incorporated by reference carefully for a more complete understanding of our business and this offering, including our consolidated financial statements and the related notes incorporated by reference into this prospectus supplement, and the sections entitled "Risk Factors" included elsewhere or incorporated by reference in this prospectus supplement.

Overview

We are the world's largest producer of market pulp, according to the independent consulting firm Hawkins Wright and PPPC, with an annual aggregate pulp production capacity of 5.3 million tons. This represented 28% of the world demand for bleached eucalyptus kraft market pulp, or BEKP, in 2013, according to the PPPC.

We believe that our BEKP production costs are among the lowest in the world. During the three-month period ended March 31, 2014, our pulp cash production cost per ton, including logistics, was 12% less than the average in Brazil, the most competitive market for BEKP, and in the year ended December 31, 2013, it was 5% less than the average in Brazil, according to Hawkins Wright. This important competitive advantage is principally due to: (1) our economies of scale, (2) advanced forestry techniques in managing the planting, maintenance and harvesting of our forests; (3) modern industrial plants using state-of-the-art technology; (4) the comparatively short harvest cycle of our trees; and (5) the relative low-cost of our raw materials, including electricity and chemicals.

We produce BEKP in three pulp mills, which are located in the States of Espírito Santo, Mato Grosso do Sul and São Paulo. In addition, we have a 50% interest in Veracel Celulose S.A., or Veracel, a joint venture with the Swedish-Finnish company Stora Enso OYJ or Stora Enso, which operates a pulp mill in the State of Bahia. The following table presents information with respect to our pulp mills and their production for the periods indicated:

Unit	Location	Annual Production Capacity	Production				
			For the three-month periods ended March 31,		For the years ended December 31,		
			2014	2013 (in thousands of tons)	2013	2012	2011
Aracruz	Espírito Santo	2,340	559	559	2,346	2,387	2,323
Três Lagoas	Mato Grosso do Sul	1,300	313	314	1,272	1,275	1,230
Jacareí	São Paulo	1,100	273	264	1,080	1,076	1,103
Veracel(1)	Bahia	560	132	126	561	562	528
Total		5,300	1,277	1,263	5,258	5,299	5,184

(1) Represents 50% of the annual production capacity of Veracel.

Our forestry base is broad and diversified. We have certified quality, environmental, occupational health and safety and forest management systems, and all of our units have been certified by the Forest Stewardship Council® (FSC®) and Cerflor/PEFC. As of March 31, 2014, we had total forestry land of 961.7 thousand hectares (owned, leased or held in partnership) located in six Brazilian states, including (1) 556.8 thousand hectares planted with eucalyptus, which we expect will supply almost all of the wood we require for our cellulose production, and (2) 346.2 thousand hectares of conservation areas with native vegetation, or preserved areas.

[Table of Contents](#)

We are the controlling shareholder of Portocel Terminal Especializado de Barra do Riacho S.A., or Portocel, in which we hold a 51% interest. Portocel operates a specialized terminal of Barra do Riacho, located three kilometers from our Aracruz mill in the State of Espírito Santo, and it is a port from which we export a portion of our cellulose production.

The export market is the principal destination for our production; our export sales volume accounted for 90.2% during the three-month period ended March 31, 2014 and 91.4% in the year ended December 31, 2013 of our total cellulose sale volumes. During the three-month period ended March 31, 2014, 46% of our total sales volume was exported to Europe, 26% to Asia, 19% to North America and the remaining 9% was sold in Latin America (including Brazil), as compared to 42%, 22%, 26% and 10%, respectively, in the corresponding period in 2013. In 2013, Europe was the principal region for our exports of cellulose, with 39% of our cellulose volume sold, followed by North America with 28%, Asia with 25% and Latin America (including Brazil) with 9%.

Our strategy is to concentrate our sales in the markets for tissue paper and specialized papers, which generally present less volatility compared to the markets for printing and writing papers. In 2013, approximately 53% of the cellulose volume we sold was used by our customers to produce tissue paper, approximately 30% to produce printing and writing paper and approximately 17% to produce specialized papers.

The table below presents some of our principal financial indicators as of and for the indicated periods:

	As of and For the Three-Month Periods Ended March 31,		As of and For the Years Ended December 31,		
	2014	2013	2013	2012	2011
	(in millions of reais, except percentages)				
Net revenues	1,642,331	1,449,414	6,917,406	6,174,373	5,854,300
Net income (loss)	19,404	23,849	(697,582)	(697,970)	(868,114)
Net margin(1)	1.2%	1.6%	(10.1)%	(11.3)%	(14.8)%
Total indebtedness	8,444,649	—	9,773,097	10,767,955	11,324,417
Current loans and financings	1,454,154	—	2,972,361	1,138,005	1,092,108
Non-current loans and financings	6,990,495	—	6,800,736	9,629,950	10,232,309
Cash and cash equivalents, marketable securities and derivatives	1,475,200	—	1,923,791	3,022,763	1,845,954
Net indebtedness(2)	6,969,449	—	7,849,306	7,745,192	9,478,463

(1) Net margin is net income (loss) divided by net revenues.

(2) Net indebtedness consists of current and non-current loans and financing less cash and cash equivalents, marketable securities and net derivatives (assets less liabilities). Net indebtedness is a non-IFRS measure which we disclose from time to time. Net indebtedness as described in this prospectus supplement is not a substitute for IFRS measures of indebtedness. For additional information, including the calculation of our net indebtedness, see "Summary Financial and Operating Data."

Our joint-controlling shareholders are Votorantim Industrial S.A., or VID, and BNDES Participações S.A., or BNDESPar, which are also our largest shareholders and together hold 59.8% of our total voting capital. VID is a holding company for industrial assets of the Votorantim Group, one of the largest private conglomerates in Brazil, and BNDESPar, an investment arm of the Brazilian National Bank for Economic and Social Development (*Banco Nacional do Desenvolvimento*), or BNDES, invests in various segments of the Brazilian economy. VID and BNDESPar have entered into a shareholders' agreement with respect to their interests in our company. For more information

[Table of Contents](#)

regarding this shareholders' agreement, see "Item 10. Additional Information—C. Material Contracts—Shareholders' Agreement of Fibria" in our 2013 Annual Report. We believe that the support of our largest shareholders, in conjunction with our differentiated practices and transparent corporate governance, will continue to contribute to our good reputation and consolidate our position as a global business leader in the pulp market.

Our Strengths

Global Leadership in Market Pulp

We are the world's largest producer of market pulp, according to Hawkins Wright and PPPC, with an annual aggregate pulp productive capacity as of March 31, 2014 of 5.3 million tons and a focus on international markets. Based on information from PPPC, we estimate that during 2013 we supplied 28% of the world demand for BEKP, 18% of the world demand for bleached hardwood kraft market pulp and 10% of the world demand for chemical market pulp.

Our market leadership is based on the sustainability of our forest operations (reinforced by the shorter harvest cycle in Brazil as compared to other relevant countries), our state-of-the-art technology (including modern facilities and advanced cloning methods), our high productivity, our strong customer base and our long-term relationships with our customers.

Low Production Costs

Our efficiently structured operations in Brazil result in relatively low cash production costs. We believe that we are one of the lowest-cost producers of BEKP in the world. Our low production costs relative to many of our competitors are due to a number of factors, including:

- significant economies of scale;
- advanced forestry techniques in managing the planting, maintenance and harvesting of our forests;
- modern industrial plants using state-of-the-art technology;
- comparatively short harvest cycle of our trees; and
- relatively low-cost raw materials, including electricity and chemicals.

Climate and soil conditions in Brazil enable us to harvest our eucalyptus trees in an average of approximately six years after planting while harvesting cycles of other forest species in the southern United States, Canada and Scandinavia can last from 25 to 70 years. Harvesting cycles of our primary non-Brazilian competitors in the BEKP market located in Spain, Portugal and Chile are 8 to 10 years.

Modern Production Facilities

We have made significant investments in the adoption of the most modern designs, technologies and production processes available in our industry. The advanced technology and production processes utilized by our pulp mills allow us to utilize a relatively small amount of raw materials, especially chemical substances, which consequently reduces our production costs. In addition, our pulp mills have advantages over older mills of our competitors, principally in terms of reduced emissions and solid wastes, resulting in production processes that are more optimized, efficient and in environmentally viable terms. The Três Lagoas and Veracel pulp mills, two of the largest single-line pulp production facilities in the world, also have per-ton pulp production costs that are among the lowest in the world as a result of their state-of-the-art technology, including modern processes and equipment associated with forestry efficiency, as well as their close proximity to our forests.

[Table of Contents](#)

State-of-the-Art Research and Technology

We began planting eucalyptus at the end of the 1960s, using seeds from the Rio Claro Forest Nursery, in the State of São Paulo. At the time, four species were considered: *Eucalyptus grandis*, *Eucalyptus saligna*, *Eucalyptus urophylla* and *Eucalyptus alba*. During the 1970s, specific varieties of *E. grandis* and *E. urophylla* proved to be the most suited to our environmental conditions and to the pulping process. However, since then, many trees of superior quality have been developed as a result of our breeding program and use of commercial cloning, confirming that cloned forests result in significant gains in productivity, uniformity and quality of wood.

We use a group of select clones in our forests. These clones are frequently substituted to ensure greater genetic variety. We use state-of-the-art breeding technologies in the development of advanced generations of eucalyptus clones. These techniques involve selecting the best performing plants and the crossing among them for successive generations. Furthermore, we are continually working on alternative silviculture methods to increase productivity in our forests.

The combination of silviculture and genetic improvement is essential for maintaining a sustainable production and the long-term health of these ecosystems, particularly in light of the challenges arising from climatic and economic uncertainties. The development of appropriate genotypes together with improvements arising from our silviculture practices for the efficient use of resources in these forests, are necessary for sustaining the environmental services of these forests for future generations. As a result of our continuous progress, the current planted area that we use to supply our pulp mills is half the area that would have been necessary 40 years ago, when forest productivity levels were much lower.

Product development has also provided important advances by both designing new functionalities as well as testing an innovative process set-up in industrial scale to meet the demands of the paper industry. These demands include not only improvements in the paper-making process and products, but also the replacement of more expensive fibers. The progress we have made allows us to offer exclusive products to our customers, despite operating in a commodity market. Biorefinery is also an important item in our project portfolio. Our updated roadmap on biorefinery, along with the establishment of strategic alliances, is paving the way for faster research and development of bioproducts and/or biofuels. The ongoing projects and alliances envision the different and more promising alternatives, not only making use of forest biomass in nature, but also from the circling streams of the kraft process, such as those from lignin.

Integrated Operations

Our operations are vertically integrated, from production of eucalyptus seedlings in nurseries for our extensive forests, through plantation and forestry management (including harvesting, logging and wood transportation) to our production facilities, from which our products are transported to port terminals we operate for distribution to our clients.

Our transportation and logistics activities are efficient and diversified. The strategic location of our facilities and their proximity to our forests allows us to have low transportation costs for wood delivered to our production facilities and for finished products delivered to port terminals for export. The average distance from our forests to our mills is less than that of many of our domestic and international competitors, resulting in logistical efficiencies (for example, certain of our competitors in China meet their raw material needs with wood they import from Russia).

Portocel, the port terminal we operate in the State of Espírito Santo, is located approximately three kilometers from our Aracruz pulp mill. This allows us to efficiently export pulp produced at our Aracruz pulp mill and to receive and export pulp from the Veracel facility. In addition, we export pulp and paper products from a terminal and warehouse that we operate at the port of Santos, in the State of São Paulo.

[Table of Contents](#)

Strong Customer Base

We have long-term relationships with leading global paper manufacturers, particularly in the tissue segment. As of March 31, 2014 and December 31, 2013, almost all of our sales were made under contracts, some of which contain exclusivity provisions. We have traditionally focused on tissue and specialty paper producers that value the high-quality pulp that we produce and the reliability of supply that we provide. Some of those producers have been our customers for more than 30 years.

Conducting Our Operations in a Sustainable Way

We are committed to operating our businesses and resources in a sustainable manner in accordance with world-class sustainability standards. In 2013, we were included in the 2013/2014 portfolios of the Dow Jones Sustainability Indexes, or DJSI, for global and emerging markets, which include a selection of companies with the best corporate sustainability practices in the world (DJSI World) and in the emerging markets (DJSI Emerging Markets). We have been recognized by DJSI World as a leading forestry and pulp producer company. Since 2005, we have also been listed in the Corporate Sustainability Index (ISE)—a list of companies whose shares are traded on the São Paulo Stock Exchange (BM&FBOVESPA S.A.—*Bolsa de Valores Mercadorias e Futuros*), or the BM&FBOVESPA, that maintain an elevated commitment to improved practices in the areas of sustainability and corporate governance.

We believe sustainability is an essential component of our corporate strategy and have implemented corporate governance practices focused on sustainability, which seek to align our sustainability strategy with our business strategy. We have a sustainability committee to advise our board of directors that is led by the chairman of our board of directors and includes several independent members. Our sustainability committee meets three times a year to evaluate our sustainability strategy and its implementation. We also have an internal sustainability commission, comprised of a number of our company's managers, whose mission is to execute the strategy defined by our sustainability committee, and each of our units has a local relationship commission that evaluates the requests from local stakeholders.

Recognizing the importance of sustainability in our business strategy, we disclose our sustainability objectives and targets through the publication of an annual sustainability report. In addition, in 2011, we identified and adopted a set of long-term sustainability targets, which include (1) optimizing the use of natural resources, (2) contributing to the mitigation of greenhouse gases effect; (3) protecting biodiversity; (4) increasing our eco-efficiency; and (5) strengthening the interaction between our business and the communities where we operate. We believe our sustainability practices make us one of the leading global companies committed to a balance between economic, social and environmental issues.

Our Strategies

Increase our market share in the international pulp market

We intend to benefit from our competitive strengths to further increase our market share in the international pulp market. We have focused our marketing efforts on the sale of BEKP to tissue manufacturers, a market segment that, in addition to being generally more stable than other market segments, has experienced global consumption growth at an average annual rate of approximately 3.3% during the period from 2008 to 2013, according to the RISI.

According to a 2013 forecast by RISI, global tissue consumption is expected to grow at an annual rate of 4.5% from 2013 to 2018, with China accounting for approximately 45% of the total tissue consumption growth during this period.

[Table of Contents](#)

We believe that we can further increase our market share by leveraging our long-term customer relationships and focusing on customer service and product customization. We continue to strive to meet our customers' needs by supplying customized pulp products with specifications that facilitate their use in manufacturing specific paper products. We strive for a high degree of customer satisfaction and are working to further improve the management of our inventory, which we believe will allow us to reduce our delivery cycles and better service our customers.

Enhance our financial strength

As of March 31, 2014 and December 31, 2013, our total consolidated indebtedness was R\$8,445 million and R\$9,773 million, respectively, 82.8% and 69.6% of which was long-term indebtedness, respectively. We continue to work on further reducing our financial leverage and improving the profile of our debt, in order to reduce the cost of financing our operations. Since the fourth quarter of 2009, we have implemented a Liability Management Plan which included: (1) the issuance of the three series of ten-year notes in an aggregate principal amount of US\$2.5 billion; (2) the sale of our Guaíba Unit for US\$1.4 billion in December 2009; (3) the sale of our interests in Consórcio Paulista de Papel e Celulose—CONPACEL, or Compacel, and KSR Distribuidora for R\$1.5 billion in December 2010; (4) the sale of our Piracicaba facility for US\$313 million in September 2011; (5) the public offering in Brazil and the United States in April of 2012 of 86,000,000 of our common shares, including in the form of American depositary shares, or ADSs, for an aggregate amount of R\$1,361 million; (6) the sale during 2012 of non-strategic assets such as lands and forests in Bahia and the sale in December 2012 of our Losango brownfield project in the State of Rio Grande do Sul for R\$470 million; (7) the repurchase through two cash tender offers in 2012 and 2013, of U.S.\$1,000 million in aggregate principal amount of our 7.500% senior notes due 2020; (8) the sale during 2013 of non-strategic assets such as lands in the States of São Paulo, Mato Grosso do Sul, Bahia and Espírito Santo, for an aggregate amount of R\$1,403 million, of which R\$500 million were received in December 2013 and R\$883 million during the first quarter of 2014; and (9) the redemption on March 26, 2014 of the remaining 7.500% senior notes due 2020, in an aggregate principal amount of US\$690.2 million. For a more detailed description of our Liability Management Plan, see "Item 5 Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Liability Management Plan" in our 2013 Annual Report and "Management's Discussion and Analysis of Financial Results for the Three-Month Periods Ended March 31, 2014 and 2013—Liquidity and Capital Resources—Liability Management Plan."

Increase operating efficiencies

We intend to maintain the focus on our low-cost operations through greater operating efficiencies and economies of scale. To this end we intend to continue to:

- focus on reducing our wood costs by continuing to invest in the genetic improvement of our trees in order to increase eucalyptus yields;
- benefit from the competitive advantage of climate and soil conditions in Brazil and the short harvest cycle of eucalyptus trees; and
- improve the efficiency of our operations through further investment in harvesting equipment, production facilities and advanced information technology.

Continue to develop state-of-the-art technology in the forestry area

Technological research and development has made it possible to improve our productivity while reducing the impact of our operations on the environment. In the forestry area, an intense research program and the adoption of modern forestry practices have significantly increased our competitiveness. The genetic improvement of eucalyptus trees has allowed us to plant superior clones, resulting in

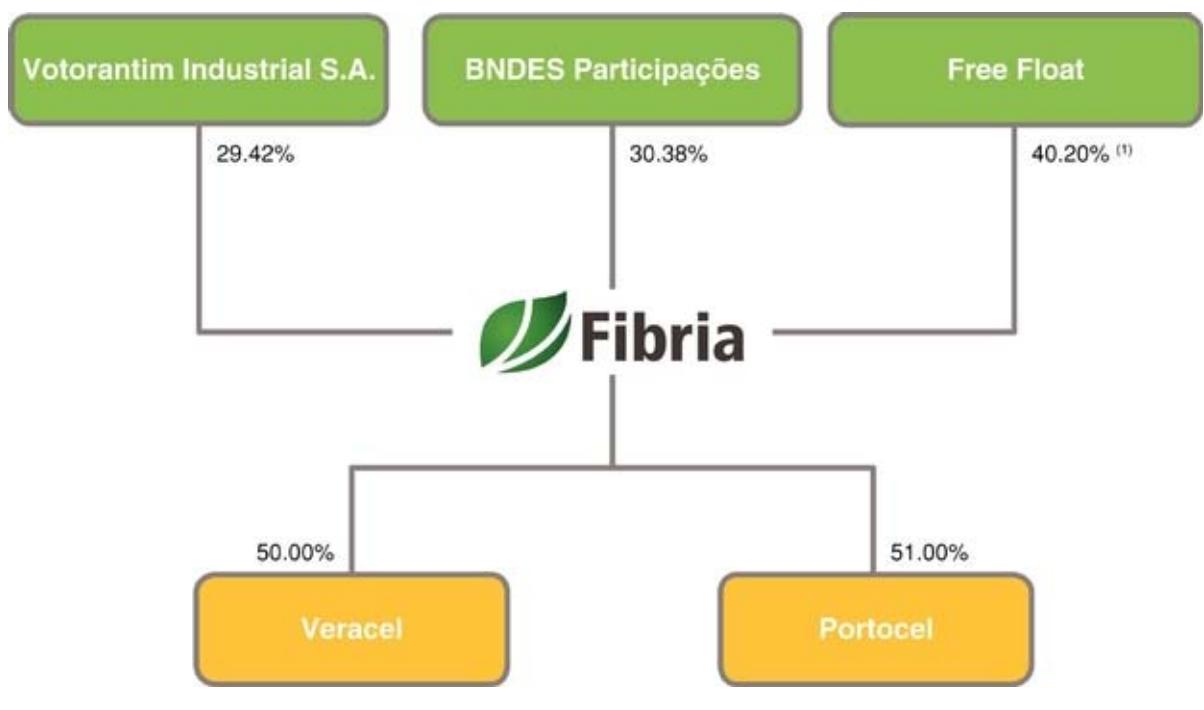
[Table of Contents](#)

higher productivity. We currently use clonal seedlings in 100% of our planting activities. We have achieved better efficiency in clonal seedling production as a result of pioneering vegetative propagation procedures. We believe that we use the most advanced technology for planting and harvesting trees and storing and transporting wood with a completely mechanized system. In the decade ending December 31, 2010, the average annual amount of pulp we produced was 11.3 tons per hectare per year, compared to 6.4 tons per hectare per year during the 1970s. We continue to work on improving our productivity and expect this approach will contribute to the reduction of the amount of land required by us for pulp production. Productivity of new clones planted is expected to reach 15 tons of pulp per hectare per year by 2025.

By continuing to focus on cutting-edge technological research and development, we aim to strengthen our position as one of the leading developers of technology in the forestry area, maintain our position as a low-cost producer while meeting our standards of high quality production, increase the portfolio of products that we offer to our customers and maintain our reputation as an environmentally friendly and socially responsible manufacturer, in particular by evaluating the possibility of increasing the value of our forestry biomass, of which bio-fuels is the most important. For instance, in 2012, Fibria and Ensyn Corporation created a strategic alliance involving an equally-owned joint venture for the production of cellulosic liquid fuels and chemicals in Brazil and a U.S.\$20 million investment by us in Ensyn Corporation. Through this alliance we expect to combine the expertise of Fibria and Ensyn Corporation to produce renewable liquid fuels from cellulosic feedstocks.

Our Ownership Structure

Our current ownership and summary corporate structure are presented in the following chart:



(1) Free float includes 0.06% of treasury shares held by us.

Fibria Celulose is incorporated under the laws of Brazil under the name Fibria Celulose S.A., as a publicly-held stock corporation with unlimited duration, operating under the Brazilian corporate law. Our headquarters and principal executive offices are located at Alameda Santos, 1357, 6th floor, 01419-908, São Paulo, SP, Brazil, and our telephone number is 55 11 2138-4565. Our website address is www.fibria.com.br/ir. Information contained on our website is, however, not incorporated by reference in, and should not be considered a part of, this prospectus supplement or the accompanying prospectus.

[Table of Contents](#)

This prospectus supplement contains certain of our trademarks, trade names and service marks, including our logo. Each trademark, trade name or service mark of any company appearing in this prospectus supplement belongs to its respective holder.

Fibria Finance

Fibria Finance is a 100% owned finance subsidiary of Fibria Celulose. Fibria Finance is an exempted company which was incorporated with limited liability under the laws of the Cayman Islands on October 9, 2009. The registered office of Fibria Finance is at the offices of Intertrust Corporate Services (Cayman) Limited, 190 Elgin Avenue, George Town, Grand Cayman KY1-9005, Cayman Islands and its principal executive office is located at Alameda Santos, 1357, 6th floor, 01419-908, São Paulo, SP, Brazil. Fibria Finance was registered with Company No. 231879 by the Registrar of Companies of the Cayman Islands on October 9, 2009.

As of April 30, 2014, Fibria Finance's authorized share capital consisted of 50,000 ordinary shares, par value US\$1.00 per share. As of the date hereof, 100 shares had been issued as fully paid and non-assessable and are owned by Fibria Celulose.

The memorandum and articles of association of Fibria Finance provide for a board of directors composed of not less than one member. All directors of Fibria Finance are appointed by Fibria Celulose. The directors of Fibria Finance are Marcelo Strufaldi Castelli, Guilherme Perboyre Cavalcanti and Henri Philippe van Keer, each an executive officer of Fibria Celulose. As directors of Fibria Finance subject to compliance with customary fiduciary duties of directors of Cayman Islands companies, they act in accordance with the best interests of Fibria Finance taking into account the interests of Fibria Celulose, the sole shareholder of Fibria Finance.

Under Fibria Finance's memorandum and articles of association, Fibria Finance is permitted to engage in any act or activity that is no prohibited under any law for the time being in force in the Cayman Islands.

Fibria Finance is not required by Cayman Islands law to publish, and does not publish, financial statements for any period. However, if it publishes any financial statements in the future, these financial statements will be sent to you upon request of Fibria Finance or the trustee. Fibria Finance does not have subsidiaries or hold any equity investments.

Recent Developments

2021 Notes Tender Offer and Consent Solicitation

On May 1, 2014, we commenced a cash tender offer, or the 2021 Notes Tender Offer, for any and all of our 6.750% Senior Notes due 2021, or the 2021 Notes, of which U.S.\$549 million in aggregate principal amount was outstanding. The consideration to be paid per U.S.\$1,000 of 2021 Notes validly tendered and accepted for purchase in the 2021 Notes Tender Offer is U.S.\$1,120 plus accrued and unpaid interest to the date of repurchase. We intend to fund the purchase of 2021 Notes tendered pursuant to the 2021 Notes Tender Offer with the net proceeds from this offering.

Concurrently with the 2021 Notes Tender Offer, we are also soliciting consents to proposed amendments to eliminate substantially all of the restrictive covenants, as well as various events of default and related provisions contained in the indenture governing the 2021 Notes, or the 2021 Notes Indenture. Adoption of the proposed amendments to the 2021 Notes requires the consents of holders of a majority in aggregate principal amount of the outstanding 2021 Notes (excluding any 2021 Notes held by us or our affiliates).

The 2021 Notes Tender Offer and the related consent solicitation are being made on the terms and subject to the conditions set forth in an Offer to Purchase and Consent Solicitation Statement dated May 1, 2014, which is not being incorporated by reference in this prospectus supplement.

[Table of Contents](#)

Decisions Adopted by Our Shareholders at Our Annual Shareholders' Meeting Held on April 25, 2014

Changes to Our Board of Directors

On April 25, 2014, our shareholders elected the following new members and alternate members to our board of directors: Marcos Barbosa Pinto (independent member), Armínio Fraga (alternate) and Sergio Augusto Malacrida Jr. (alternate). These board members were elected to replace the following members and alternate members of our board of directors who resigned: José Armando de Figueiredo Campos (member), Mario Antônio Bertoncini (alternate) and Gilberto Lara Nogueira (alternate).

The following is a summary of the business experience, areas of expertise and principal outside business interests of our new independent director and alternate directors that were elected on April 25, 2014.

Marcos Barbosa Pinto. Mr. Pinto was appointed to our board of directors as independent member in April 2014. He has been a partner of Gávea Investimentos since 2011. Previously, Mr. Pinto was part of the Brazilian Securities Commission (*Comissão de Valores Mobiliários*—CVM), from 2007 to 2010. He was chief-consultant of the chairman of Brazilian National Development Bank between 2005 and 2006. Mr. Pinto was also a lawyer in the law firms Morrison & Foerster LLP, in California, from 2001 to 2002 and Levy & Salomão Advogados, in São Paulo, between 2003 and 2004, where he assisted clients in mergers and acquisitions and private equity transactions. He holds a Bachelor's Degree in Law from Universidade de São Paulo—USP, Master's Degree in Law from Yale University and Master's Degree in Economics from Fundação Getúlio Vargas of Rio de Janeiro—FGV-RJ.

Armínio Fraga. Mr. Fraga was appointed to our board of directors as alternate member in April 2014. He is founding partner of Gavea Investimentos and Chairman of the following Committees: Investment, Private Equity and Multimarket funds, Executive and Remuneration, and member of the Risk Committee and Real Estate Fund of Grupo Gávea. From 2009 to 2013, Mr. Fraga was President of the Board of Directors of BM&FBOVESPA. From 1999 to 2002, he was President of the Central Bank of Brazil and before that he was Director of International Matters of the Central Bank of Brazil, from 1991 to 1992. From 1993 to 1999, he was Managing Director of Sorc Fund Management in New York, focused in emerging markets. Additionally, Mr. Fraga was Vice-President of Salomon Brothers in New York from 1989 to 1991, focused in arbitration in emerging markets. He was also Chief Economist and Manager of Operations in Banco Garantia from 1985 to 1988. He holds a Bachelor's Degree in Economy from Pontifícia Universidade Católica do Rio de Janeiro—PUC/RJ; and a Ph.D. in Economy from Princeton University.

Sergio Augusto Malacrida Jr. Mr. Malacrida was appointed to our board of directors as alternate member in April 2014. He currently also serves as Director of Treasury and Investor Relations Officer of Votorantim Industrial, since January 2014. Prior to that, Mr. Malacrida served as Treasurer at Fibria Celulose. Before joining the Votorantim Group, he was a partner at PR&A Financial Products between 1999 and 2010, a partner at Vinci Partners from 2010 to 2011, and he acted as CFO at Vanguarda Agro from 2011 to 2012. Mr. Malacrida has been a permanent member of our Finance Committee since August 2013. He holds a Bachelor's Degree in Economics from USP—Universidade de São Paulo and Master's Degree in Math from the IME/USP.

In addition, our shareholders voted to change the composition of our board of directors, in order to substitute Maria Paula Soares Aranha (formerly José Armando de Figueiredo Campos' alternate) as José Luciano Duarte Penido's alternate, Paulo Henrique de Oliveira Santos (formerly José Luciano Duarte Penido's) as Raul Calfat's alternate and Sergio Augusto Malacrida Jr. as João Carvalho de Miranda's alternate.

[Table of Contents](#)

The table below shows the new composition of our board of directors as of May 1, 2014:

Name	Member Since	Age	Position
<i>José Luciano Duarte Penido</i>	2009	66	Chairman
<i>Maria Paula Soares Aranha</i>	2013	57	Alternate
<i>João Carvalho de Miranda</i>	2009	51	Vice-chairman
<i>Sergio Augusto Malacrida Jr.</i>	2014	40	Alternate
<i>Raul Calfat</i>	2009	61	Member
<i>Paulo Henrique de Oliveira Santos</i>	2009	55	Alternate
<i>Alexandre Silva D'Ambrosio</i>	2009	51	Member
<i>Eduardo Borges de Andrade Filho</i>	2011	47	Alternate
<i>Carlos Augusto Lira Aguiar</i>	2012	68	Member
<i>Samuel de Paula Matos</i>	2009	66	Alternate
<i>Julio Cesar Maciel Ramundo</i>	2011	44	Member
<i>Laura Bedeschi Rego de Mattos</i>	2011	38	Alternate
<i>Eduardo Rath Fingerl</i>	2009	60	Member
<i>Leonardo Mandelblatt de Lima Figueiredo</i>	2013	37	Alternate
<i>Marcos Barbosa Pinto</i>	2014	36	Member
<i>Armínio Fraga Neto</i>	2014	56	Alternate
<i>Alexandre Gonçalves Silva</i>	2009	69	Member
<i>José Ecio Pereira da Costa Junior</i>	2013	62	Alternate

Changes to Our Fiscal Council

On April 25, 2014, our shareholders reelected Mauricio Aquino Halewicz, Gilsomar Maia Sebastião and Sérgio Mamede Rosa do Nascimento as members of our fiscal council and Geraldo Gianini, as Mauricio Aquino Halewicz's alternate. Our shareholders also appointed the following new alternate members: Antônio Felizardo Leocadio, as Gilsomar Maia Sebastião's alternate, and Carlito Silverio Ludwing, as Sérgio Mamede Rosa do Nascimento's alternate.

The table below shows the new composition of our fiscal council as of May 1, 2014:

Name	Age	Year First Elected	Position
<i>Mauricio Aquino Halewicz</i>	41	2013	Member
<i>Geraldo Gianini</i>	63	2009	Alternate
<i>Gilsomar Maia Sebastião</i>	38	2013	Member
<i>Antônio Felizardo Leocadio</i>	42	2014	Alternate
<i>Sérgio Mamede Rosa do Nascimento</i>	60	2013	Member
<i>Carlito Silverio Ludwing</i>	67	2014	Alternate

Capital Expenditures Budget

On April 25, 2014, our shareholders approved our capital expenditures budget for our 2014 fiscal year, in the aggregate amount of R\$1,520 million, mainly to be allocated to the maintenance of our operations and funded with cash from our operating activities and financings from third parties.

Stock Option Plan

On April 25, 2014, our shareholders approved a General Stock Option Plan for the Granting of Options to Purchase Shares of the Company, or the Stock Option Plan, which seeks to align our interests and the interests of our management team and to retain over the long-term the members of our senior management and other members of our management. The options to be granted under the Stock Option Plan shall be limited to 1.5% of the total outstanding shares of our company.

[Table of Contents](#)

SEC Comment Letter

On April 28, 2014, we received a comment letter from the SEC in connection with its review of our 2013 Annual Report. The comment letter relates to certain disclosure in Note 24(b)(i) to our consolidated financial statements included in our 2013 Annual Report regarding (i) Brazilian tax assessments that we have received on earnings of certain of our foreign subsidiaries, which we have historically contested, and (ii) our participation in the REFIS—"Profits Abroad" tax amnesty and refinancing program established by the Brazilian government in November 2013 in respect of three such tax assessments. See "Item 8. Financial Information—A. Consolidated Statements and Other Financial Information—Contingencies—Legal Matters—Tax Proceedings—Tax Assessment Notice—Normus" included in our 2013 Annual Report and Notes 24(b)(i) and (vi) to our consolidated financial statements included in our 2013 Annual Report. The comment letter inquires whether additional disclosure is necessary with respect to (i) our future exposure to tax assessments in respect of periods we did not submit to the REFIS program, (ii) our current calculation of the relevant Brazilian taxes and (iii) related impacts on our tax expense and changes in accounting. We are in the process of addressing the SEC comment letter and do not believe at this time that additional disclosure or changes to our 2013 Annual Report or the notes to the consolidated financial statements included in our 2013 Annual Report will be necessary. We cannot, however, assure you that the SEC will be satisfied with our response or that the SEC will not have further comments or require an amendment to our 2013 Annual Report or the consolidated financial statements and the notes related thereto set forth therein.

[Table of Contents](#)

The Offering

The following summary contains basic information about the notes and the guarantee and is not intended to be complete. It does not contain all of the information that is important to you. For a more complete understanding of the notes, please refer to the section entitled "Description of the Notes" of this prospectus supplement and the sections entitled "Description of the Debt Securities" and "Description of the Guarantee" in the accompanying prospectus.

Issuer	Fibria Overseas Finance Ltd.
Guarantor	Fibria Celulose S.A.
Notes offered	U.S.\$600 million aggregate principal amount of 5.250% notes due 2024.
Guarantee	Fibria Celulose will fully, unconditionally and irrevocably guarantee all of the issuer's obligations under the notes.
Maturity date	May 12, 2024.
Interest rate	The notes will bear interest at the annual rate of 5.250%, payable semi-annually in arrears on each interest payment date.
Interest payment dates	May 12 and November 12, commencing on November 12, 2014.
Ranking	The notes and guarantee will be general unsecured senior obligations and will rank equal in right of payment with all of the issuer and the guarantor's existing and future senior unsecured indebtedness. The notes and the guarantee will be (i) effectively subordinated to all of our and the guarantor's existing and future secured indebtedness to the extent of the value of the assets securing such indebtedness and (ii) structurally subordinated to all of the existing and future liabilities of our subsidiaries.
<p>As of March 31, 2014, we had R\$8,445 million of outstanding indebtedness on a consolidated basis, of which R\$1,711 million was Fibria Celulose's secured indebtedness and R\$3,525 was indebtedness of our subsidiaries.</p>	
Change of control	Upon the occurrence of a Change of Control that results in a Ratings Decline (as defined in "Description of the Notes"), we will be required to make an offer to purchase the notes at a price equal to 101% of their principal amount plus accrued and unpaid interest, if any, to the date of repurchase. See "Description of the Notes—Purchase of Notes upon Change of Control Event."

[Table of Contents](#)

Optional redemption	The issuer or Fibria Celulose may, at its option, redeem the notes, in whole or in part, at any time, by paying the greater of (i) 100% of the principal amount of the notes plus accrued interest and additional amounts, if any, to the date of redemption and (ii) the applicable "make-whole" amount, as described under "Description of the Notes—Redemption—Optional Redemption."
Tax redemption	The issuer or Fibria Celulose may, at its option, redeem the notes, in whole but not in part, at 100% of their principal amount plus accrued and unpaid interest and additional amounts, if any, to the redemption date, upon the occurrence of specified events relating to Brazilian or Cayman Islands tax law. See "Description of the Notes—Redemption—Tax Redemption."
Additional amounts	All payments of principal and interest in respect of the notes will be made without withholding or deduction for any Cayman Islands or Brazil taxes or other governmental charges unless such withholding or deduction is required by law. In the event we are required to withhold or deduct amounts for any taxes or other governmental charges, we will pay such additional amounts as are necessary to ensure that the holders of the notes receive the same amount as such holders would have received without such withholding or deduction, subject to certain exceptions. See "Description of the Notes—Payment of Additional Amounts" and "Description of the Debt Securities—Payment of Additional Amounts."
Covenants of Fibria Celulose	The indenture limits the creation of liens by Fibria Celulose and its significant subsidiaries and permits Fibria Celulose to consolidate or merge with, or transfer all or substantially all of its assets to, another person only if it complies with certain requirements. However, these covenants are subject to a number of important exceptions. See "Description of the Debt Securities—Certain Covenants."
Events of default	For a discussion of certain events of default that will permit acceleration of the principal of the notes plus accrued interest, see "Description of the Notes—Events of Default."
Substitution of issuer	Fibria Finance may, without the consent of the holders of the notes and subject to certain conditions, be replaced and substituted by Fibria Celulose or any wholly-owned subsidiary of Fibria Celulose as principal debtor in respect of the notes.
Further issuances	We may, from time to time, without the consent of the holders of the notes, issue additional notes on terms and conditions identical to those of the notes, which additional notes shall increase the aggregate principal amount of, and shall form a single series and vote together with the notes.

[Table of Contents](#)

Use of proceeds	We expect the net proceeds from the sale of the notes to be approximately U.S.\$591 million after deducting the underwriting discount and the estimated expenses of the offering payable by us. We intend to use the net proceeds from the sale of the notes to fund the 2021 Notes Tender Offer and the remainder, if any, for general corporate purposes. See "Use of Proceeds."
Form and denomination	The notes will be issued in registered form in denominations of US\$2,000 and integral multiples of US\$1,000 in excess thereof. The notes will be issued in the form of global notes in fully registered form without interest coupons. The global notes will be exchangeable or transferable, as the case may be, for definitive certificated notes in fully registered form with interest coupons only in limited circumstances. See "Clearance and Settlement—Book-Entry Issuance."
Settlement	The notes will be delivered in book-entry form through the facilities of DTC for the accounts of its participants, including Euroclear and Clearstream, and will trade in DTC's Same-Day Fund Settlement System.
Listing	The issuer intends to apply to have the notes approved for listing on the NYSE.
Conflict of interest	Banco Votorantim S.A., Nassau Branch and Banco Votorantim Securities, Inc. are under common control with Fibria Celulose. Consequently, Banco Votorantim S.A., Nassau Branch and Banco Votorantim Securities, Inc. are deemed to have a "conflict of interest" under FINRA Rule 5121. This offering is being conducted in compliance with the applicable provisions of Rule 5121. Under Rule 5121, the appointment of a qualified independent underwriter is not necessary in connection with this offering, because the offering is of a class of securities that are rated investment grade, as defined in Rule 5121. Banco Votorantim S.A., Nassau Branch and Banco Votorantim Securities, Inc. will not confirm sales to any accounts over which they exercise discretionary authority without first receiving a written consent from those accounts.
Governing law	The indenture, the notes and the guarantee are governed by, and construed in accordance with, the laws of the State of New York.
Trustee, registrar, paying agent and transfer agent	Deutsche Bank Trust Company Americas.
Risk Factors	Prospective investors should carefully consider all of the information contained, or incorporated by reference, in this prospectus supplement prior to investing in the notes. In particular, we urge prospective investors to carefully consider the information set forth under "Risk Factors" for a discussion of risks and uncertainties relating to us, our subsidiaries, our business and an investment in the notes.

[Table of Contents](#)

Summary Financial and Operating Data

Our consolidated financial statements are prepared in accordance with IFRS. The following tables present summary financial data at the dates and for each of the years indicated. The summary historical financial data as of December 31, 2013, December 31, 2012 and January 1, 2012, and for the three years in the period ended December 31, 2013 has been derived from our audited consolidated financial statements and notes thereto included in our 2013 Annual Report, which is incorporated by reference to this prospectus supplement. The summary historical financial data as of March 31, 2014 and for the three-month periods ended March 31, 2014 and 2013 and the notes thereto has been derived from our unaudited consolidated financial statements and notes thereto, included in our First Quarter Form 6-K, which is incorporated by reference to this prospectus supplement. Such unaudited consolidated financial statements include, in the opinion of our management, all adjustments considered necessary to present fairly the results of operations and financial position for the periods and dates presented. The results of operations for an interim period are not necessarily indicative of the results for the full year or any other interim period.

The data presented below is only a summary and should be read in conjunction with our unaudited consolidated financial statements as of March 31, 2014 and for the three-month periods ended March 31, 2014 and 2013 and the notes thereto included in our First Quarter Form 6-K, and our audited consolidated financial statements and the notes thereto included in our 2013 Annual Report, as well as "Management's Discussion and Analysis of Financial Results for the Three-Month Periods Ended March 31, 2014 and 2013" in this prospectus supplement and "Item 5. Operating and Financial Review and Prospects" and "Item 3. Key Information—A. Selected Financial Data" included in our 2013 Annual Report.

[Table of Contents](#)

Summary Consolidated Statement of Profit or Loss Data	For the three-month periods ended March 31,						For the Year Ended December 31,		
	2014(1)	2014	2013	2013(1)	2013	2012	2011		
	(in thousands of U.S.\$)	(in thousands of reais)	(in thousands of U.S.\$)	(in thousands of reais)	(in thousands of U.S.\$)	(in thousands of reais)	(in thousands of U.S.\$)	(in thousands of reais)	(in thousands of U.S.\$)
Revenues									
Cost of sales	725,732	1,642,331	1,449,414	3,056,741	6,917,406	6,174,373	5,854,300		
Gross profit	(551,389)	(1,247,794)	(1,192,487)	(2,378,563)	(5,382,688)	(5,237,258)	(5,124,269)		
	174,343	394,537	256,927	678,178	1,534,718	937,115	730,031		
Operating income (expenses):									
Selling, general and administrative	(35,000)	(79,204)	(70,903)	(286,199)	(647,669)	(584,054)	(605,353)		
Equity in losses of associate	(30,213)	(68,371)	(65,747)	—	—	(592)	(414)		
Other operating income (expenses), net	2,537	5,741	(2,173)	363,852	823,398	354,026	253,395		
	(62,676)	(141,834)	(138,823)	77,653	175,729	(230,620)	(352,372)		
Income before financial income and expenses	111,667	252,703	118,104	755,831	1,710,447	706,495	377,659		
Financial income	14,444	32,687	34,364	48,928	110,723	167,646	217,000		
Financial expenses	(209,001)	(472,970)	(238,077)	(449,194)	(1,016,526)	(944,405)	(873,005)		
Result of derivative financial instruments	52,840	119,578	51,171	(95,145)	(215,313)	(184,465)	(276,877)		
Foreign exchange income (loss)	66,650	150,828	86,580	(412,243)	(932,907)	(735,001)	(935,789)		
	(75,067)	(169,877)	(65,962)	(907,654)	(2,054,023)	(1,696,225)	(1,868,671)		
Income (losses) from continuing operations before income taxes	36,600	82,826	52,142	(151,823)	(343,576)	(989,730)	(1,491,012)		
Income tax (expense) credit									
Current income tax (expense) credit	(5,224)	(11,823)	(11,027)	(273,798)	(619,606)	(42,167)	67,835		
Deferred income tax (expense) credit	(22,801)	(51,599)	(17,266)	117,366	265,600	333,927	314,408		
Net income (losses) from continuing operations	8,575	19,404	23,849	(308,255)	(697,582)	(697,970)	(1,108,769)		
Discontinued operations									
Income from discontinued operations	—	—	—	—	—	—	364,629		
Income tax expense, net	—	—	—	—	—	—	(123,974)		
Net income from discontinued operations	—	—	—	—	—	—	240,655		
Net income (losses)	8,575	19,404	23,849	(308,255)	(697,582)	(697,970)	(868,114)		
Net income (losses) attributable to shareholders of the company—continuing operations	7,543	17,069	21,852	(312,162)	(706,422)	(704,706)	(1,113,277)		
Net income attributable to shareholders of the company—discontinued operations	—	—	—	—	—	—	240,655		
Net income attributable to non-controlling interest	1,032	2,335	1,997	3,907	8,840	6,736	4,508		

(1) Solely for the convenience of the reader, *real* amounts for the three-month period ended March 31, 2014 and for year ended December 31, 2013 have been translated into U.S. dollars at the exchange rate as of March 31, 2014 of R\$2.2630 to U.S.\$1.00. See "Exchange Rates" for further information on recent fluctuations in exchange rates. Such translations should

[Table of Contents](#)

not be construed as representations that the *real* amounts represent, or have been or could be converted into, U.S. dollars at that or any other rate.

	As of March 31,		As of December 31,			
	2014(1) (in thousands of U.S.\$)	2014 (in thousands of reais)	2013(1) (in thousands of U.S.\$)	2013	2012(2)	2011(2)
Summary Balance Sheet Data:						
Cash and cash equivalents						
Cash and cash equivalents	423,343	958,025	561,976	1,271,752	943,856	381,915
Marketable securities						
—current	354,255	801,680	472,020	1,068,182	2,351,986	1,677,926
Trade accounts receivable, net						
Trade accounts receivable, net	181,088	409,803	168,841	382,087	754,768	945,362
Accounts receivable—land and building sold						
Accounts receivable—land and building sold	8,838	20,000	398,844	902,584	—	—
Inventory						
Inventory	617,962	1,398,449	559,315	1,265,730	1,183,142	1,178,707
Assets held for sale						
Assets held for sale	260,649	589,849	260,649	589,849	589,849	644,166
Total current assets	1,992,611	4,509,279	2,566,063	5,807,001	6,245,933	5,295,563
Biological assets						
Biological assets	1,523,750	3,448,246	1,512,786	3,423,434	3,325,604	3,264,210
Property, plant and equipment						
Property, plant and equipment	4,279,018	9,683,417	4,341,363	9,824,504	11,174,561	11,841,247
Intangible assets						
Intangible assets	2,039,302	4,614,940	2,047,841	4,634,265	4,717,163	4,809,448
Total assets	11,166,456	25,269,690	11,820,668	26,750,172	28,144,580	27,932,220
Loans and financings						
—current(3)	642,578	1,454,154	1,313,460	2,972,361	1,138,005	1,092,108
Trade payables	255,565	578,344	259,187	586,541	435,939	373,692
Liabilities related to assets held for sale						
Liabilities related to assets held for sale	207,689	470,000	207,689	470,000	470,000	—
Total current liabilities	1,255,116	2,840,327	1,965,689	4,448,355	2,475,255	1,960,708
Loans and financings						
—non-current(3)	3,089,039	6,990,495	3,005,186	6,800,736	9,629,950	10,232,309
Derivative financial instruments						
Derivative financial instruments	163,818	370,720	199,331	451,087	263,646	125,437
Total liabilities	4,754,323	10,759,032	5,417,109	12,258,918	12,973,773	13,399,532
Total shareholders' equity						
Total shareholders' equity	6,412,133	14,510,658	6,403,559	14,491,254	15,170,807	14,532,688
Total liabilities and shareholders' equity	11,166,456	25,269,690	11,820,668	26,750,172	28,144,580	27,932,220

- (1) Solely for the convenience of the reader, *real* amounts as of March 31, 2014 and December 31, 2013 have been translated into U.S. dollars at the exchange rate as of March 31, 2014 of R\$2.2630 to U.S.\$1.00. See "Exchange Rates" for further information on recent fluctuations in exchange rates. Such translations should not be construed as representations that the *real* amounts represent, or have been or could be converted into, U.S. dollars at that or any other rate.
- (2) Restated to reflect the retrospective application of IAS 19 (R). See Note 2.26 to our 2013 consolidated financial statements included in our 2013 Annual Report.
- (3) Includes current portion of non-current loans and financings.
- (4) Excludes current portion of non-current loans and financings.

[Table of Contents](#)

	As of and For the Three-Month Periods Ended March 31,				As of and For the Year Ended December 31,			
	2014(1)	2014	2013	2013(1)	2013	2012	2011	
	(U.S.\$)	(in thousands of reais or U.S.\$, as applicable, unless otherwise indicated)		(U.S.\$)	(reais)			
Other Financial and Operating Data:								
Gross margin	24.0%	24.0%	17.7%	22.2%	22.2%	15.2%	12.5%	
Operating margin	15.4%	15.4%	8.1%	24.7%	24.7%	11.4%	6.5%	
Capital expenditures	133,593	302,320	248,537	568,574	1,286,684	1,078,267	1,416,668	
Depreciation, amortization and depletion	170,077	384,884	403,221	774,170	1,751,947	1,720,067	1,838,827	
Cash flow provided by (used in):								
Operating activities	137,323	310,763	415,309	956,045	2,163,530	1,914,333	1,348,200	
Investing activities	362,853	821,137	340,742	191,714	433,849	(1,160,803)	(727,666)	
Financing activities	(615,978)	(1,393,959)	(834,779)	(1,005,741)	(2,275,991)	(258,250)	(649,133)	
Net indebtedness(2)	3,079,739	6,969,449	—	3,468,540	7,849,306	7,745,192	9,478,463	
Number of employees	—	4,242	4,155	—	4,192	4,136	4,301	
Pulp nominal production capacity (thousands of tons)	—	5,300	5,300	—	5,300	5,250	5,250	
Sales volumes (thousands of tons)	—	—	—	—	—	—	—	
Domestic market pulp	—	116	118	—	447	531	509	
Export market pulp	—	1,072	1,068	—	4,751	4,826	4,632	
Total market pulp	—	1,188	1,186	—	5,198	5,357	5,141	

(1) Solely for the convenience of the reader, *real* amounts as of March 31, 2014 and December 31, 2013 have been translated into U.S. dollars at the exchange rate as of March 31, 2014 of R\$2.2630 to U.S.\$1.00. See "Exchange Rates" for further information on recent fluctuations in exchange rates. Such translations should not be construed as representations that the *real* amounts represent, or have been or could be converted into, U.S. dollars at that or any other rate.

(2) Net indebtedness consists of current and non-current loans less cash and cash equivalents, marketable securities and net derivatives (assets less liabilities). Net indebtedness is a non-IFRS measure which we disclose from time to time. Net indebtedness as described in this prospectus supplement is not a substitute for IFRS measures of indebtedness. The following table sets forth a calculation of our net indebtedness:

	As of March 31,		As of December 31,		
	2014	2013	(in thousands of reais)	2012	2011
Loans and financings—current	1,454,154	2,972,361	1,138,005	1,092,108	
Loans and financings—non-current	6,990,495	6,800,736	9,629,950	10,232,309	
Less:					
Cash and cash equivalents	958,025	1,271,752	943,856	381,915	

Marketable securities—current	801,680	1,068,182	2,351,986	1,677,926
Marketable securities—non-current	48,493	48,183	—	—
Derivative financial instruments—current	49,090	84,256	35,908	131,896
Derivative financial instruments —non-current	283,908	380,070	237,171	81,991
Net indebtedness	6,969,449	7,849,306	7,745,192	9,478,463

[Table of Contents](#)

RISK FACTORS

Our 2013 Annual Report, which is incorporated by reference in this prospectus supplement, includes extensive risk factors relating to our company, the pulp and paper industries and Brazil. Prospective purchasers of notes should carefully consider the risks discussed below and in our 2013 Annual Report, as well as the other information included in or incorporated by reference into this prospectus supplement, before deciding to purchase any notes. Our business, results of operations, financial condition or prospects could be negatively affected if any of these risks occurs, and as a result, the trading price of the notes could decline and you could lose all or part of your investment.

The risk factors discussed below and in our 2013 Annual Report are not the only risks that we face, but are the risks that we currently consider to be material. There may be additional risks that we currently consider immaterial or of which we are currently unaware, and any of these risks could have similar effects to those set forth below and in our 2013 Annual Report.

Risks Relating to the Notes and the Guarantee

We may incur additional indebtedness ranking equal to the notes and the guarantee.

The indenture will permit us and our subsidiaries to incur additional debt, including debt that ranks on an equal and ratable basis with our guarantee of the notes. If we incur additional debt or guarantees that rank on an equal and ratable basis with our guarantee of the notes, the holders of that debt (and beneficiaries of those guarantees) would be entitled to share ratably with the holders of the notes in any proceeds that may be distributed upon our insolvency, liquidation, reorganization, dissolution or other winding up. This would likely reduce the amount of any liquidation proceeds that would be available to be paid to you.

The issuer has no operations of its own, and therefore its ability to make payments on the notes depends on its receipt of payments from us.

Fibria Finance is our 100%-owned finance subsidiary that was incorporated on October 9, 2009 for the purpose of financing our operations, including through the issuance of notes (and any additional notes). As a special purpose vehicle with no material assets or business operations, holders of the notes must rely solely on the cash flow from our operations to pay amounts due in connection with the notes. The ability of the issuer to make payments of principal, interest and any other amounts due on the notes is contingent on its receipt from us of amounts sufficient to make these payments and, in turn, on our ability to make these payments. In the event that we are unable to make such payments for any reason, the issuer will not have sufficient resources to satisfy its obligations under the indenture or the notes.

The foreign exchange policy of Brazil may affect our ability to make money remittances outside Brazil in respect of the guarantee.

Under existing regulations, Brazilian companies are not required to obtain authorization from the Brazilian Central Bank in order to make payments in U.S. dollars outside Brazil under guarantees, such as to the holders of the notes. We cannot assure you that these regulations will continue to be in force at the time we may be required to perform our payment obligations under the guarantee. If these regulations or their interpretation are modified and an authorization from the Brazilian Central Bank is required, we would be obligated to seek an authorization from the Brazilian Central Bank to transfer the amounts under the guarantee out of Brazil or, alternatively, make such payments with funds held by us outside Brazil. We cannot assure you that such an authorization will be obtained or that such funds will be available.

[Table of Contents](#)

Developments in other emerging markets may adversely affect the market value of the notes.

The market price of the notes may be adversely affected by declines in the international financial markets and world economic conditions. Brazilian securities markets are, to varying degrees, influenced by economic and market conditions in other emerging market countries, especially those in Latin America. Although economic conditions are different in each country, investors' reaction to developments in one country may affect the securities markets and the securities of issuers in other countries, including Brazil. We cannot assure you that the market for Brazilian securities will not continue to be affected negatively by events elsewhere, particularly in emerging markets, or that such developments will not have a negative impact on the market value of the notes.

Judgments of Brazilian courts enforcing the guarantor's obligations under their guarantee would be payable only in reais.

If proceedings are brought in the courts of Brazil seeking to enforce the guarantor's obligations under the guarantee, the guarantor would not be required to discharge its obligations in a currency other than *reais*. Any judgment obtained against the guarantor in Brazilian courts in respect of any payment obligations under the guarantee would be expressed in *reais*. We cannot assure you that this amount in *reais* will afford you full compensation of the amount sought in any such litigation.

Brazilian bankruptcy laws may be less favorable to investors than bankruptcy and insolvency laws in other jurisdictions.

If we are unable to pay our indebtedness, including our obligations under the guarantee, we may become subject to bankruptcy proceedings in Brazil. The bankruptcy laws of Brazil currently in effect are significantly different from, and may be less favorable to creditors than, those of certain other jurisdictions. Noteholders may have limited voting rights at creditors' meetings in the context of a court reorganization proceeding. In addition, any judgment obtained against us in Brazilian courts in respect of any payment obligations under the guarantee normally would be expressed in the *real* equivalent of the U.S. dollar amount of such sum at the exchange rate in effect on the date (1) of actual payment, (2) on which such judgment is rendered or (3) on which collection or enforcement proceedings are started against us. Consequently, in the event of our bankruptcy, all of our debt obligations, including the guarantee of the notes, which are denominated in foreign currency, will be converted into *reais* at the prevailing exchange rate on the date of declaration of our bankruptcy by the court. We cannot assure investors that such rate of exchange will afford full compensation of the amount invested in the notes plus accrued interest.

Payments on the notes and the guarantee will be junior to our secured debt obligations and to the liabilities of our subsidiaries, affiliates or joint ventures to their own creditors.

As of March 31, 2014, our total consolidated indebtedness amounted to R\$8,445 million, R\$1,711 million of which was Fibria Celulose's secured indebtedness. The notes and the guarantee will constitute unsecured obligations of the issuer and the guarantor, respectively, and will rank equally in right of payment with all of the other existing and future unsecured, unsubordinated indebtedness of the issuer and the guarantor, respectively. Although the holders of the notes will have a direct, but unsecured, claim on our assets and property, payment on the guarantee will be subordinated to payments on our secured debt to the extent of the assets and property securing such debt.

We conduct certain aspects of our business through subsidiaries, none of which are obligated under the notes or the guarantee (other than the issuer). Our subsidiaries are separate and distinct legal entities and have no obligation (other than the issuer), contingent or otherwise, to pay any amounts due under the notes or the guarantee or to make any funds available therefor, whether in the form of loans, dividends or otherwise.

[Table of Contents](#)

The claims of any creditor of any of our subsidiaries, affiliated companies or joint ventures would rank ahead of our ability to receive dividends and other cash flows from these companies. As a result, claims of these creditors would rank ahead of our ability to access cash from these companies in order to satisfy our obligations under the guarantee. All of the material debt of our subsidiaries is guaranteed by Fibria Celulose. As of March 31, 2014, R\$3,525 million of our total consolidated indebtedness was indebtedness of our subsidiaries and Fibria Celulose's portion of the indebtedness of Veracel. In addition, these subsidiaries, affiliated companies and joint ventures may be restricted by their own loan agreements, governing instruments and other contracts from distributing cash to us to enable us to perform under the guarantee.

The guarantor's obligations under the guarantee are also subordinated to certain statutory preferences.

Under Brazilian law, the guarantor's obligations under its guarantee are also subordinated to certain statutory preferences. In the event of the liquidation, bankruptcy or judicial reorganization of a guarantor, such statutory preferences, including post-petition claims, claims for salaries, wages, social security, taxes and court fees and expenses and claims secured by collateral, among others, will have preference over any other claims, including claims by any investor in respect of the guarantee. In such a scenario, enforcement of the guarantee may be unsuccessful, and noteholders may be unable to collect amounts that they are due under the notes.

Any reduction in our credit ratings could materially and adversely affect us.

The ratings of the notes address the likelihood of payment of principal at the maturity of the notes. The ratings also address the timely payment of interest on each interest payment date. The ratings of the notes are not a recommendation to purchase, hold or sell the notes, and the ratings do not comment on market price or suitability for any particular investor. We cannot assure you that the rating of the notes will remain for any given period of time or that the rating will not be lowered or withdrawn. The assigned ratings may be raised or lowered depending, among other factors, on the rating agencies' respective assessment of our financial strength, as well as their assessment of Brazilian sovereign risk generally.

In addition, credit ratings impact the interest rates we pay on funds that we borrow and the market's perception of our financial strength. If the ratings on the notes were reduced and the market were to perceive any such reduction as a deterioration of our financial strength, our cost of borrowing would likely increase and our results of operations, cash flows and financial condition could be materially adversely affected.

We may be unable to purchase the notes upon a specified change of control event, which would result in defaults under the indenture governing the notes.

The terms of the notes will require us to make an offer to repurchase the notes upon the occurrence of a specified change of control event at a purchase price equal to 101% of the principal amount of the notes, plus accrued interest to the date of the purchase. Any financing arrangements we may enter into may require repayment of amounts outstanding upon the occurrence of a change of control event and limit our ability to fund the repurchase of your notes in certain circumstances. It is possible that we will not have sufficient funds at the time of the change of control to make the required repurchase of notes or that restrictions in our credit facilities and other financing arrangements will not allow the repurchases. See "Description of the Notes—Purchase of Notes upon Change of Control Event."

[Table of Contents](#)

We cannot assure investors that a judgment of a court for liabilities under the securities laws of a jurisdiction outside Brazil would be enforceable in Brazil, or that an original action can be brought in Brazil against us for liabilities under applicable securities laws.

The issuer is incorporated under the laws of the Cayman Islands, and Fibria Celulose is incorporated under the laws of Brazil. Substantially all of our assets are located in Brazil. All of the issuer's and all of our directors, executive officers and certain advisors named herein reside in Brazil. As a result, it may not be possible for investors to effect service of process within the United States upon the issuer or us, or its or our directors, executive officers and advisors, or to enforce against the issuer or us, or its or our directors, executive officers and advisors, in U.S. or Brazilian courts, any judgments predicated upon the civil liability provisions of applicable securities laws. In addition, it may not be possible to bring an original action in Brazil against us for liabilities under securities laws of the United States or other jurisdictions or to enforce the guarantee of Fibria Celulose if the indenture or the notes were to be declared void by a court applying the laws of the State of New York. See "Service of Process and Enforcement of Judgments."

An active trading market for the notes may not develop.

The notes constitute a new issue of securities, for which there is no existing market. Although we intend to apply to list the notes on the NYSE, we cannot assure investors that this application will be accepted. The underwriters are not under any obligation to make a market with respect to the notes, and we cannot assure you that trading markets will develop or be maintained, that holders of the notes will be able to sell their notes, or the price at which such holders may be able to sell their notes. If an active trading market were to develop, the notes could trade at prices that may be higher or lower than the initial offering price depending on many factors, including prevailing interest rates, our results of operations and financial condition, prospects for other companies in our industry, political and economic developments in and affecting Brazil, the risk associated with Brazilian issuers of similar securities and the market for similar securities. If an active trading market for the notes does not develop or is interrupted, the market price and liquidity of the notes may be materially adversely affected.

The guarantee may not be enforceable if deemed fraudulent and declared void.

The guarantee may not be enforceable under Brazilian law. While Brazilian law does not prohibit the granting of guarantees, in the event that we were to become subject to a reorganization proceeding or to bankruptcy, our guarantee, if granted up to two years before the declaration of bankruptcy, may be deemed to have been fraudulent and declared void, based upon our being deemed not to have received fair consideration in exchange for the guarantee.

[Table of Contents](#)

USE OF PROCEEDS

We estimate the net proceeds from the sale of the notes to be approximately U.S.\$591 million after deducting the underwriting discount and the estimated expenses of the offering payable by us. We intend to use the net proceeds from the sale of the notes to fund the 2021 Notes Tender Offer and the remainder, if any, for general corporate purposes. See "Summary—Recent Developments—2021 Notes Tender Offer and Consent Solicitation."

S-23

[Table of Contents](#)

CAPITALIZATION

The following table sets forth our consolidated debt and capitalization at March 31, 2014 based on our consolidated financial statements prepared in accordance with IFRS:

- on an actual historic basis; and
- as adjusted for the sale of the notes in this offering and the receipt of the net proceeds therefrom after deducting the underwriting discount and the estimated expenses of the offering payable by us, but not the application of such proceeds. See "Use of Proceeds" and "Summary—Recent Developments—2021 Notes Tender Offer and Consent Solicitation."

This table should be read in conjunction with, and is qualified in its entirety by reference to, (1) our unaudited consolidated financial statements as of March 31, 2014 and for the three-month periods ended March 31, 2014 and 2013 and the notes thereto included in our First Quarter Form 6-K, (2) our audited consolidated financial statements and the notes thereto included in our 2013 Annual Report, which are incorporated by reference in this prospectus supplement, (3) the "Management's Discussion and Analysis of Financial Results for the Three-Month Periods Ended March 31, 2014 and 2013" section in this prospectus supplement and (4) "Item 5. Operating and Financial Review and Prospects" and "Item 3. Key Information—A. Selected Financial Data" included in our 2013 Annual Report.

	As of March 31, 2014			
	Actual		As Adjusted(2)	
	(in thousands of US\$(1)	(in thousands of reais)	(in thousands of US\$(1)	(in thousands of reais)
Indebtedness:				
Short-term loans and financings(3)				
<i>Real-denominated</i>				
Secured	45,212	102,314	45,212	102,314
Unsecured	<u>177,946</u>	<u>402,693</u>	<u>177,946</u>	<u>402,693</u>
	223,158	505,007	223,158	505,007
<i>Foreign-denominated</i>				
Secured	84,974	192,297	84,974	192,297
Unsecured	<u>334,445</u>	<u>756,850</u>	<u>334,445</u>	<u>756,850</u>
	419,419	949,147	419,419	949,147
Long-term loans and financing(4)				
<i>Real-denominated</i>				
Secured	181,026	409,661	181,026	409,661
Unsecured	<u>712,488</u>	<u>1,612,360</u>	<u>712,488</u>	<u>1,612,360</u>
	893,514	2,022,021	893,514	2,022,021
<i>Foreign-denominated</i>				
Secured	444,814	1,006,613	444,814	1,006,613
Unsecured	<u>1,750,712</u>	<u>3,961,861</u>	<u>2,341,870</u>	<u>5,299,651</u>
	2,195,526	4,968,474	2,786,684	6,306,264
Total indebtedness	<u>3,731,617</u>	<u>8,444,649</u>	<u>4,322,775</u>	<u>9,782,439</u>
Shareholders' Equity:				
Share capital	4,299,163	9,729,006	4,299,163	9,729,006
Share capital reserve	1,188	2,688	1,188	2,688
Treasury shares	(4,572)	(10,346)	(4,572)	(10,346)
Statutory reserves	1,373,964	3,109,281	1,373,964	3,109,281
Other reserves	713,332	1,614,270	713,332	1,614,270
Retained earnings	<u>7,543</u>	<u>17,069</u>	<u>7,543</u>	<u>17,069</u>
Equity attributable to shareholders of the company	<u>6,390,618</u>	<u>14,461,968</u>	<u>6,390,618</u>	<u>14,461,968</u>
Total capitalization(5)	<u>10,122,235</u>	<u>22,906,617</u>	<u>10,713,393</u>	<u>24,244,407</u>

(1) Solely for the convenience of the reader, *real* amounts as of March 31, 2014 have been translated into U.S. dollars at the exchange rate as of March 31, 2014 of R\$2.2630 to U.S.\$1.00. See "Exchange Rates" for further information on recent fluctuations in exchange rates. Such translations should not be construed as representations that the *real* amounts represent, or have been or could be converted into, U.S. dollars at that or any other rate.

(2) The "As Adjusted" column has not been adjusted to reflect the intended use of proceeds from this offering, which is to repurchase the 2021 Notes pursuant to the terms of the 2021 Notes Tender Offer. The aggregate principal amount of the 2021 Notes to be repurchased pursuant to the 2021 Notes Tender Offer will be determined after the date of this prospectus supplement. See "Use of Proceeds" and "Summary—Recent Developments—2021 Notes Tender Offer and Consent Solicitation."

(3) Includes current portion of long-term loans and financings.

- (4) Excludes current portion of long-term loans and financings.
- (5) Corresponds to total loans and financings plus equity attributable to shareholders of the company.

[Table of Contents](#)

EXCHANGE RATES

Since 1999, the Brazilian Central Bank has allowed the U.S. dollar-*real* exchange rate to float freely, and, since then, the U.S. dollar-*real* exchange rate has fluctuated considerably. The Brazilian Central Bank has intervened occasionally to control unstable movements in foreign exchange rates. We cannot predict whether the Brazilian Central Bank or the Brazilian government will continue to let the *real* float freely or will intervene in the exchange rate market. The *real* may depreciate or appreciate substantially against the U.S. dollar.

The following table shows the selling exchange rate published by the Brazilian Central Bank for U.S. dollars, expressed in *reais* per U.S. dollar for the periods and dates indicated. The information in the "Average" column represents the average of the exchange rates on the last day of each month during the years presented.

	Exchange Rates of R\$ per U.S.\$1.00			
	Period-End	Average(1)	High	Low
Year ended December 31,				
2009	1.7412	1.9905	2.4218	1.7024
2010	1.6662	1.7589	1.8811	1.6554
2011	1.8758	1.6709	1.9016	1.5345
2012	2.0435	1.9588	2.1121	1.7024
2013	2.3426	2.1741	2.4457	1.9528
Month				
October 2013	2.2026	2.1886	2.2123	2.1611
November 2013	2.3249	2.2954	2.3362	2.2426
December 2013	2.3426	2.3455	2.3817	2.3102
January 2014	2.4263	2.3822	2.4397	2.3335
February 2014	2.3334	2.3836	2.4238	2.3334
March 2014	2.2630	2.3261	2.3649	2.2603
April 2014	2.2360	2.2328	2.2811	2.1974

Source: Brazilian Central Bank.

(1) Annually, represents the average of the exchange rates on the last day of each month during the periods presented; monthly, represents the average of the end-of-day exchange rates during the periods presented.

[Table of Contents](#)

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL RESULTS FOR THE THREE-MONTH PERIODS ENDED MARCH 31, 2014 AND 2013

The following discussion of our financial condition and results of operations should be read in conjunction with our unaudited consolidated interim financial information as of March 31, 2014 and for the three-month periods ended March 31, 2014 and 2013, and the notes thereto included in our First Quarter Form 6-K, the information presented under the sections "Presentation of Financial and Other Information" and "Item 3. Key Information—Selected Financial Data," "Item 5: Operating and Financial Review and Prospects," "Item 11: Quantitative and Qualitative Disclosures about Market Risk" and our audited consolidated financial statements as of December 31, 2013, December 31, 2012 and January 1, 2012 and for the three years ended December 31, 2013 included in our 2013 Annual Report.

The following discussion contains forward-looking statements that involve risks and uncertainties. Our actual results may differ materially from those discussed in the forward-looking statements as a result of various factors, including those set forth herein under "Cautionary Statement Regarding Forward-Looking Statements" and in "Item 3. Key Information—D. Risk Factors" in our 2013 Annual Report.

The following discussion and analysis of our financial condition and results of operations has been organized to present the following:

- a brief overview of our company;
- a discussion of our results of operations for the three-month periods ended March 31, 2014 and 2013;
- a discussion of our liquidity and capital resources, including our cash flows for the three-month periods ended March 31, 2014 and 2013 and our material short-term and long-term indebtedness as of March 31, 2014;
- a discussion of our off-balance sheet arrangements; and
- a qualitative and quantitative discussion of the market risks we face.

Overview

We are the world's largest producer of market pulp, according to the independent consulting firm Hawkins Wright and PPPC, with an annual aggregate pulp production capacity of 5.3 million tons. This represented 28% of the world demand for BEKP in 2013, according to the PPPC.

We believe that our BEKP production costs are among the lowest in the world. During the three-month period ended March 31, 2014, our pulp cash production cost per ton, including logistics, was 12% less than the average in Brazil, the most competitive market for BEKP, and in the year ended December 31, 2013, it was 5% less than the average in Brazil, according to Hawkins Wright. This important competitive advantage is principally due to: (1) our economies of scale, (2) advanced forestry techniques in managing the planting, maintenance and harvesting of our forests; (3) modern industrial plants using state-of-the-art technology; (4) the comparatively short harvest cycle of our trees; and (5) the relative low-cost of our raw materials, including electricity and chemicals.

We produce BEKP in three pulp mills which are located in the States of Espírito Santo, Mato Grosso do Sul and São Paulo. In addition, we have a 50% interest in Veracel, a joint venture with the Swedish-Finnish company Stora Enso, which operates a pulp mill in the State of Bahia.

[Table of Contents](#)

Results of Operations for the Three-month Period Ended March 31, 2014 Compared with Three-month Period Ended March 31, 2013

The discussion below is based on our consolidated financial statements prepared in accordance with IFRS as issued by the IASB. The following table sets forth certain items derived from our statements of operations for the periods indicated:

	For the three-month periods ended March 31,		Variation	
			Amount	Percentage
	2014	2013 (in thousands of reais)		
Statement of Profit or Loss:				
Net revenues	1,642,331	1,449,414	192,917	13.3
Cost of sales	(1,247,794)	(1,192,487)	55,307	4.6
Gross profit	394,537	256,927	137,610	53.6
Operating income (expenses):				
Selling expenses	(79,204)	(70,903)	(8,301)	11.7
General and administrative expenses	(68,371)	(65,747)	(2,624)	4.0
Other operating income (expenses), net	5,741	(2,173)	7,914	n.m.
	(141,834)	(138,823)	(3,011)	2.2
Income before financial income and expenses				
	252,703	118,104	134,599	114.0
Financial income	32,687	34,364	(1,677)	(4.9)
Financial expenses	(472,970)	(238,077)	234,893	98.7
Result of derivative financial instruments	119,578	51,171	68,407	133.7
Foreign exchange income	150,828	86,580	64,248	74.2
	(169,877)	(65,962)	103,915	157.5
Income before income taxes				
	82,826	52,142	30,684	58.8
Current income tax expense	(11,823)	(11,027)	796	7.2
Deferred income tax expense	(51,599)	(17,266)	34,333	198.8
Net income	19,404	23,849	(4,445)	(18.6)
Net income attributable to shareholders of the company	17,069	21,852	(4,783)	(21.9)
Net income attributable to non-controlling interest	2,335	1,997	338	16.9
Net income for the period	19,404	23,849	(4,445)	(18.6)

[Table of Contents](#)

The following table sets forth our production and sales volumes, and net operating revenue by type of product:

	For the three-month periods ended March 31,		Variation	
	2014	2013	Amount	Percentage
Pulp production (in thousands of tons)	1,277	1,263	14	1.1%
Pulp sales volumes (in thousands of tons)				
Domestic	116	118	(2)	(1.7)%
Export	1,072	1,068	4	0.4%
Total	1,188	1,186	2	0.2%
Net revenue (in millions of R\$)				
Domestic	136,144	123,596	12,548	10.1%
Export	1,485,861	1,308,119	177,742	13.6%
Services	20,326	17,699	2,627	14.8%
Total	1,642,331	1,449,414	192,917	13.3%
Average prices (in R\$ per ton)	1,365	1,207	158	13.1%

Net Revenues

Our net revenues increased by 13.3% to R\$1,642 million in the three-month period ended March 31, 2014 from R\$1,449 million in the corresponding period in 2013, mainly as a result of (1) a 10.2% increase in our net revenue from domestic sales to R\$136 million in the three-month period ended March 31, 2014 from R\$124 million in the corresponding period in 2013 and (2) a 13.6% increase in our net revenue from export sales to R\$1,486 million in the three-month period ended March 31, 2014 from R\$1,308 million in the corresponding period in 2013. The increases in our net revenues from domestic and export sales was mainly attributable to a 13.1% increase in our average net pulp price in *reais* during the three-month period ended March 31, 2014, due to a 18% depreciation of the average exchange rate of the *real* against the U.S. dollar during the three-month period ended March 31, 2014 as compared to the corresponding period in 2013. Our sales volumes remained stable at 1,188 kilotons during the three-month period ended March 31, 2014, compared to 1,186 kilotons in the corresponding period in 2013.

Export sales constituted 90.5% of our net revenue and 90.2% of our sales volume in the three-month period ended March 31, 2014, compared to 90.2% and 90.0%, respectively, in the corresponding period of 2013. During the three-month period ended March 31, 2014, 46% of our total sales volume was exported to Europe, 26% to Asia, 19% to North America and 9% to Latin America, as compared to 42%, 22%, 26% and 10%, respectively, in the corresponding period in 2013.

Cost of Sales

Our cost of sales increased by 4.6% to R\$1,248 million in the three-month period ended March 31, 2014 from R\$1,192 million in the corresponding period in 2013, mainly as a result of an increase in our U.S. dollar-denominated costs during the three-month period ended March 31, 2014, including (1) an 8.8% increase in freight costs and (2) an 8.3% increase in our cash production costs, in each case, attributable to the 18% depreciation of the average exchange rate of the *real* against the U.S. dollar during the three-month period ended March 31, 2014 as compared to the corresponding period in 2013. The increase in our U.S. dollar-denominated costs in the three-month period ended March 31, 2014 was partially offset by the lower than expected impact of scheduled maintenance downtime at our Veracel unit with most of the maintenance downtime occurring in April 2014.

The pulp cash production cost is one of the main components of our cost of sales. Our pulp cash production cost consists principally of the cost of sales excluding depreciation, depletion, amortization

[Table of Contents](#)

and freight. During the three-month period ended March 31, 2014, the main components of our pulp cash production cost were, in order of magnitude: wood, chemicals, maintenance, fuel and personnel, which represented approximately 44%, 21%, 13%, 12%, and 6%, respectively, of our total cash production cost. There were no significant differences in the composition of our pulp cash production cost in the three-month period ended March 31, 2014 as compared to the corresponding period in 2013.

Our pulp cash production cost per ton increased by 8.3% to R\$549 during the three-month period ended March 31, 2014 from R\$507 per ton during the corresponding period in 2013, primarily to the combined effect of (1) a R\$36 per ton increase attributable to higher wood costs (including transportation) during the three-month period ended March 31, 2014, and (2) a R\$13 per ton increase attributable to the 18% depreciation of the average exchange rate of the *real* against the U.S. dollar during the three-month period ended March 31, 2014, compared to the corresponding period in 2013. These factors were partially offset by a R\$18 per ton decrease in maintenance costs during the three-month period ended March 31, 2014, related to the lower than expected impact of scheduled maintenance downtime at our Veracel unit with most of the maintenance downtime occurring in April 2014. Excluding the effect of scheduled downtimes at our Veracel unit, our pulp cash production cost in the three-month period ended March 31, 2014 was R\$524 per ton, representing a 13% increase compared to the pulp cash production cost during the corresponding period in 2013.

As a result of the above, our gross profit increased by 53.6% to R\$395 million during the three-month period ended March 31, 2014 from R\$257 million in the corresponding period in 2013. Our gross margin increased to 24.0% in the three-month period ended March 31, 2014 from 17.7% during the corresponding period in 2013.

Selling Expenses

Our selling expenses increased by 11.7% to R\$79 million in the three-month period ended March 31, 2014 from R\$71 million in the corresponding period in 2013, mainly due to the combined effect of (1) the 18% depreciation of the average exchange rate of the *real* against the U.S. dollar during the three-month period ended March 31, 2014 as compared to the corresponding period in 2013, (2) a 9.6%, or R\$5.9 million, increase in our commercial expenses (including handling expenses, storage and transportation expenses and sales commissions, among others) and (3) a 56.1%, or R\$2.1 million, increase in our labor costs, due to salary adjustments to our employees implemented in April and November of 2013. As a percentage of our net revenue, our selling expenses represented 4.8% both during the three-month period ended March 31, 2014 and the corresponding period in 2013.

General and Administrative Expenses

Our general and administrative expenses increased by 4.0% to R\$68 million in the three-month period ended March 31, 2014 from R\$66 million in the corresponding period in 2013. This increase was mainly due to a 13.1%, or R\$3.5 million increase in personnel expenses during the three-month period ended March 31, 2014, attributable to salary adjustments during the period, which were partially offset by a 8.6%, or R\$2.1 million, decrease in third-party services (including expenses with external lawyers, advisory services and audit services, among others). As a percentage of our net revenue, our general and administrative expenses decreased to 4.2% in the three-month period ended March 31, 2014 from 4.5% during the corresponding period in 2013.

Other Operating Income (Expenses), Net

We recorded other operating income, net of R\$6 million in the three-month period ended March 31, 2014 compared to other operating expenses, net of R\$2 million in the corresponding period in 2013, primarily as a result of (1) tax credits in the amount of R\$12.4 million recognized during the three-month period ended March 31, 2014 in connection with a favorable judicial decision in March

Table of Contents

2014 regarding mandatory loans made by us to Eletropaulo between 1977 and 1993, compared to no tax credits recorded during the corresponding period in 2013, and (2) the reversal of a provision for contingencies in the amount of R\$8.5 million related to a judicial decision in favor of Veracel. These factors were partially offset by a 34.9%, or R\$4.9 million, increase in expenses related to our employee variable compensation program.

Net Financial Results

Our net financial expenses increased by 157.5%, or R\$104 million, to R\$170 million during the three-month period ended March 31, 2014 from R\$66 million in the corresponding period in 2013, primarily as a result of a 98.7% increase in our financial expenses to R\$473 million in the three-month period ended March 31, 2014 from R\$238 million in the corresponding period in 2013, which was partially offset by (1) a R\$68 million increase in our income on derivative financial instruments to R\$120 million during the three-month period ended March 31, 2014 from R\$51 million during the corresponding period in 2013 and (2) a R\$64 million increase in our foreign exchange gains to R\$151 million in the three-month period ended March 31, 2014 from R\$87 million during the corresponding period in 2013.

The 98.7% increase in our financial expenses was mainly attributable to (1) a R\$240 million increase in financial charges in partial repurchases of bonds, primarily as a result of R\$303 million in premiums paid and amortization of deferred financing costs related to our early redemption on March 26, 2014 of the aggregate principal amount outstanding under our 7.500% senior notes due 2020, corresponding to U.S.\$690.2 million, and the repurchase during the three-month period ended March 31, 2014 of an aggregate principal amount of U.S.\$12 million of our 6.750% senior notes due 2021, (2) a 75.0%, or R\$6 million, increase in loan commissions related to amortization of deferred financing costs, and (3) a 50.6%, or R\$6 million, increase in other financial expenses. These increases were partially offset by an 11.4%, or R\$18 million, decrease in interest on loans and financings.

The R\$68 million increase in our income on derivative financial instruments and the R\$64 million increase in our foreign exchange gains during the three-month period ended March 31, 2014, was mainly due to the 6.7% appreciation of the *real* against the U.S. dollar during the three-month period ended March 31, 2014, compared to the 1.3% appreciation of the *real* against the U.S. dollar during the corresponding period in 2013.

Income taxes

Brazilian corporate statutory income tax and social contribution rate is 34%. The effective tax rate applicable to our income before tax and social contribution was 76.6% and 54.3% for the three-month periods ended March 31, 2014 and 2013, respectively.

The increase in the effective rate during the three-month period ended March 31, 2014, when compared to the effective interest rate during the corresponding period in 2013, was mainly attributable to an increase of R\$24 million in income before taxes and foreign exchange effects on foreign subsidiaries, as well as an increase of R\$7 million in taxes from foreign subsidiaries.

Net Income

As a result of the above, our net income decreased by 18.6% to R\$19 million during the three-month period ended 2014 from R\$24 million during the corresponding period in 2013. As a percentage of net revenue, our net income was 1.2% during the three-month period ended March 31, 2014 compared to 1.6% during the corresponding period in 2013.

[Table of Contents](#)

Liquidity and Capital Resources

Our primary sources of liquidity have historically been cash flows from operating and financing activities and short-term and long-term borrowings. We believe these sources will continue to be the principal means with which we will meet our cash flow needs.

Our material cash requirements include the following:

- working capital;
- our debt service; and
- capital expenditures.

As of March 31, 2014, our cash and equivalents and our marketable securities were R\$1,808 million, of which 48.5% were denominated in *reais* invested in both public and private financial assets and the remaining 51.2% were denominated in U.S. dollars and invested in fixed-term deposits (CDB) and time deposits.

The fair value of derivative financial instruments represented a net liability balance of R\$343 million as of March 31, 2014 and R\$464 million as of December 31, 2013.

As of March 31, 2014, we had a positive working capital balance (including our cash and cash equivalents, marketable securities, current loans and financings and derivative instruments) of R\$1,669 million compared to R\$1,359 million December 31, 2013. We believe that our working capital is currently adequate for our operations. We believe that we will be able to access either the capital or banking markets, if necessary.

Sources of funds

Net Cash Flows from Operating Activities

Our net cash flows provided by operating activities decreased by 25.2% to R\$311 million in the three-month period ended March 31, 2014 from R\$415 million in the corresponding period in 2013, due to the combined effect of (1) the R\$220 million increase in accounts receivable for the three-month period ended March 31, 2014, when compared to the decrease of R\$163 million in accounts receivable for the three-month period ended March 31, 2013, mainly due to the reduction in factoring operations; (2) a 18.5%, or R\$25 million, increase in interest paid to R\$161 million paid during the three-month period ended March 31, 2014 from R\$136 million in the corresponding period in 2013, mainly due to the early redemption in March 2014 of the full amount outstanding under our 7.500% senior notes due 2020, and (3) a 59.5%, or R\$34 million, decrease in interest received to R\$23 million during the three-month period ended March 31, 2014 from R\$56 million in the corresponding period in 2013, mostly due to the decrease in the balance of our marketable securities.

Uses of funds

Net Cash Flows from Investing activities

Our net cash provided by investing activities increased by R\$480 million to R\$821 million in the three-month periods ended March 31, 2014 from R\$341 million in the corresponding period in 2013, mainly as a result of R\$883 million recorded as proceeds from sale of land and building during the three-month period ended March 31, 2014, related to our sale to Parkia Participações S.A. in November 2013 of approximately 206,000 hectares of certain of our lands located in the states of São Paulo, Mato Grosso do Sul, Bahia and Espírito Santo for an aggregate purchase price of R\$1,402 million, of which R\$500 million were paid to us in the last quarter of 2013 and R\$883 million during the first quarter of 2014, compared to no proceeds from sale of land and buildings recorded during the three-month period ended March 31, 2013.

[Table of Contents](#)

The increase in proceeds from sale of land and building recorded during the three-month periods ended March 31, 2014 was partially offset by the combined effect of (1) a 53.6% decrease in marketable securities, net to R\$269 million during the three-month period ended March 31, 2014 from R\$580 million during the corresponding period in 2013, and (2) a 26.8% increase in acquisition of property, plant and equipment and intangible assets and forest to R\$305 million during the three-month period ended March 31, 2014 from R\$241 million in the corresponding period in 2013, mainly related to capital expenditures with forestry renewal (R\$203 million during the three-month period ended March 31, 2014 and R\$161 million during the corresponding period in 2013).

Financing Activities

Our net cash used in financing activities, which include short-term and long-term secured and unsecured borrowings and debt repayments, increased by 67.0% to R\$1,394 million used in the three-month period ended March 31, 2014 from R\$835 million used in the corresponding period in 2013.

This increase in our net cash used in financing activities was primarily as a result of the repayment of R\$2,124 million of principal amount outstanding under our loans and financings during the three-month period ended March 31, 2014, of which R\$1,626 million was paid in connection with our early redemption of the aggregate principal amount outstanding under our 7.500% senior notes due 2020 and our 6.75% senior notes due 2021 and R\$498 million to the repayment of other outstanding indebtedness, as compared to our repayment of R\$808 million of principal amount of our outstanding indebtedness during the three-month period ended March 31, 2013.

In addition, during the three-month period ended March 31, 2014, we recorded new loans and financings of R\$910 million, mainly related to a U.S.\$200 million export prepayment agreement entered into with a syndicate of banks on March 24, 2014, compared to new loans and financings in an amount of R\$19 million during the corresponding period in 2013.

Debt

As of March 31, 2014, our total outstanding consolidated indebtedness was R\$8,445 million consisting of R\$1,454 million of short-term indebtedness, including current portion of long-term indebtedness (or 17.2% of our total consolidated indebtedness), and R\$6,990 million of long-term indebtedness (or 82.8% of our total consolidated indebtedness). Our *real*-denominated indebtedness as of March 31, 2014 was R\$2,527 million (or 29.9% of our total consolidated indebtedness), and our foreign currency-denominated indebtedness was R\$5,918 million (or 70.1% of our total consolidated indebtedness), 100% of which was denominated in U.S. dollars. As of March 31, 2014, R\$1,711 million (or 20.3%) of our debt was secured by liens on our Aracruz and Jacareí units.

Our total outstanding consolidated indebtedness as of March 31, 2014 consists primarily of (1) R\$3,430 million of export prepayment facilities denominated in U.S. dollars (40.6% of our total consolidated indebtedness), (2) R\$1,746 million of senior notes denominated in U.S. dollars placed in the international capital markets (20.7% of our total consolidated indebtedness), (3) R\$1,707 million in loans from BNDES (20.2% of our total consolidated indebtedness), of which R\$1,374 million are denominated in *reais* and R\$334 million in foreign currency, (4) R\$996 million in loans under credit export notes (*notas de crédito à exportação*), or NCE (11.8% of our total consolidated indebtedness), (5) R\$409 million in loans under *real*-denominated trade financings (4.8% of our total consolidated indebtedness) including advances on foreign exchange contracts (*adiantamento sobre contrato de câmbio*), or ACC, and advances against presentation of drafts (*adiantamento sobre cambiais entregue*), or ACE, and (6) R\$157 million in other financings (1.9% of our total consolidated indebtedness), including working capital liens of credit and investment financing lines (FINAME, FINEP and FCO).

We maintain short-term lines of credit denominated in *reais* with a number of financial institutions in Brazil. As of March 31, 2014, we also maintained one U.S. dollar-denominated revolving line of credit in an aggregate principal amount of U.S.\$280 million and two *real*-denominated revolving lines of

[Table of Contents](#)

credit in an aggregate principal amount of R\$550 million. We believe that we will continue to be able to obtain sufficient credit to finance our working capital needs based on current market conditions and our liquidity position.

The following discussion briefly describes material financing transactions entered into by our company since December 31, 2013. For a summary of the terms of our material outstanding indebtedness as of December 31, 2012, see "Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Debt" in our 2013 Annual Report.

Material Financing Transactions

On March 31, 2014, we and Fibria International Trade GmbH entered into a revolving credit facility agreement with a syndicate of banks in an aggregate principal amount of U.S.\$280 million. Loans disbursed under this facility will bear interest at a rate of LIBOR plus a margin ranging from 1.55% to 1.70% per annum based on our leverage ratio, payable on a quarterly basis. The final maturity date of loans made under this facility is May 11, 2018. Under this facility, we pay a commitment fee of 35% of the applicable margin on the unused portion of the commitments on a quarterly basis. The debt service under any loans disbursed under this facility will be secured by certain of our export receivables. As of March 31, 2014, we had not made any disbursements under this facility.

On March 19, 2014, we and Fibria International Trade GmbH entered into an export prepayment facility with a syndicate of banks in an aggregate principal amount U.S.\$200 million. Loans under this facility bear interest at a rate of LIBOR rate plus 1.75% per annum (which can be reduced to 1.55% *per annum* based on our leverage ratio), payable on a quarterly basis commencing on June 24, 2014. The loans under this facility mature on March 25, 2019 and principal is amortized on four annual installments of U.S.\$57 million in 2017, U.S.\$86 million in 2018 and U.S.\$57 million in 2019. The debt service under the loans disbursed under this facility is secured by certain of our export receivables. As of March 31, 2014, outstanding balance under this facility was R\$465 million.

On March 19, 2014, we and Fibria International Trade GmbH entered into an export prepayment facility with Citibank N.A. in an aggregate principal amount of U.S.\$100 million. Loans under this facility bear interest at a rate of LIBOR rate plus 1.625% per annum, payable on a quarterly basis commencing on June 24, 2014. The loans under this facility mature on March 25, 2019 and principal is amortized on four annual installments of U.S.\$7 million in 2014, U.S.\$21 million in 2017, U.S.\$43 million in 2018 and U.S.\$28 million in 2019. The debt service under the loans disbursed under this facility is secured by certain of our export receivables. As of March 31, 2014, outstanding balance under this facility was R\$232 million.

On March 31, 2014, we terminated a revolving credit facility, dated as of May 11, 2011, among Fibria International Trade GmbH, or Fibria International Trade, with a syndicate of banks in an aggregate principal amount of U.S.\$500 million. In connection with this agreement, the parties entered into an Assumption Agreement, dated as of June 28, 2013, pursuant to which, among other provisions, Fibria Trading International Ltd., or Fibria Trading, assigned all of its rights under the revolving credit facility to Fibria International Trade, and Fibria International Trade assumed all of Fibria Trading's duties and liabilities under the revolving credit facility. The term of this facility was for four years. Loans under this facility bore interest at a rate of LIBOR plus a margin ranging from 1.4% to 1.7% *per annum* on amounts disbursed based on our leverage ratio, payable on a quarterly basis. We did not make any disbursements under this facility during its term.

On February 18, 2014, we prepaid the aggregate principal amount outstanding of U.S.\$96 million (equivalent to R\$234 million on the date such prepayment was made) under the U.S.\$182 million export credit facility agreement, dated August 18, 2009, entered into by Fibria-MS Celulose Sul Matogrossense Ltda., as borrower, Fibria Celulose, as guarantor, and Finnish Export Credit Ltd. (Finnvera), as lender. As of December 31, 2013, the outstanding principal amount under this facility was U.S.\$96 million (equivalent to R\$226 million). As of March 31, 2014, there were no amounts outstanding under this facility.

[Table of Contents](#)

On March 31, 2014, we entered into a revolving credit facility agreement with Banco Bradesco in an aggregate principal amount of R\$300 million. Loans disbursed under this facility will bear interest at a rate of 100% of CDI plus 2.1% per annum, payable on a quarterly basis. The final maturity date of loans made under this facility is March 31, 2018. Under this facility, we pay a commitment fee of 0.35% *per annum* on the unused portion of the commitment on a quarterly basis. As of March 31, 2014, we had not made any disbursements under this facility.

On March 10, 2014, we entered into a revolving credit facility agreement with Banco Itaú in an aggregate principal amount of R\$250 million. Loans disbursed under this facility will bear interest at a rate of 100% of the Brazilian Interbank Deposit Certificate (*Certificado de Depósito Interbancário*), or CDI, rate plus 2.1% per annum, payable on a quarterly basis. The final maturity date of loans made under this facility is March 10, 2018. Under this facility, we pay a commitment fee of 0.33% *per annum* on the unused portion of the commitment on a monthly basis. As of March 31, 2014, we had not made any disbursements under this facility.

Fibria 2020 Notes

On March 26, 2014, we redeemed and canceled the aggregate principal amount outstanding under our 7.50% senior notes due 2020, corresponding to US\$690 million (equivalent then R\$1,596 million on the date of the redemption). In connection with the early redemption of our 7.500% senior notes due 2020, we recognized a financial expense of R\$300 million, of which R\$180 million corresponded to the premium paid to the bondholders for the early redemption of their securities and R\$120 million related to the full amortization of transaction costs.

Fibria 2021 Notes

On January 13, 2014, we canceled notes representing a principal amount of U.S.\$12.5 million (equivalent then to R\$30 million on the cancellation date) of our 6.75% senior notes due 2021, which we had previously purchased during the three-month period ended March 31, 2014 through open market transaction. As of March 31, 2014, the outstanding balance under these notes was U.S.\$549 million.

BNDES Financings

BNDES has been an important source of debt financing for our capital expenditures. As of March 31, 2014, our outstanding BNDES loans amounted to R\$1,707 million, representing 20.2% of our total consolidated indebtedness. We have used the proceeds from these *real*-denominated loans mainly to finance increases in our production capacity and silviculture projects. Loans from BNDES are secured by liens on our property, plant and equipment and bank guarantees. As of March 31, 2014, 79.8% of our loans with BNDES bear interest at the Brazilian nominal long-term interest rate (*Taxa de Juros de Longo Prazo*), or TJLP, and 19.6% were indexed to UMBNDES (a weighted average exchange variation on a basket of currencies, predominantly U.S. dollars) plus a spread. As of March 31, 2014, the TJLP was 5.0% per annum.

We expect BNDES to remain a significant source of financing of our capital expenditures in the future. The table below sets forth the breakdown of our BNDES loan by interest rate and maturity as of March 31, 2014.

<u>Index</u>	<u>As of March 31, 2014</u>	
	<u>Total amount (in thousands of reais)</u>	<u>Maturity</u>
TJLP	1,310,781	2023
Fixed rate	63,061	2019
UMBNDES	333,543	2022
Total	1,707,385	

[Table of Contents](#)

Debt Maturity Profile

At March 31, 2014, our total outstanding short-term indebtedness was R\$1,454 million. The table below sets forth the maturity of our total outstanding long-term indebtedness as of March 31, 2014.

	As of March 31, 2014									
	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total
(in thousands of reais)										
Foreign-denominated	253,568	463,453	869,807	799,211	810,663	500,449	1,267,577	3,746	—	4,968,474
Real-denominated	357,360	309,565	515,781	431,014	132,505	149,272	99,622	22,287	4,615	2,022,021
Total	610,928	773,018	1,385,588	1,230,225	943,168	649,721	1,367,199	26,033	4,615	6,990,495

Covenant Compliance

Many of the instruments governing our indebtedness require that we comply with certain financial covenants and other covenants that restrict our ability to take certain actions or undertake certain types of transactions. As of March 2014, we were in compliance with all such financial covenants, and as of the date of this prospectus supplement, we were in compliance with all such other covenants.

For a summary of the principal financial and other covenants contained in the instruments governing our indebtedness as of December 31, 2013, see "Item 5: Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Debt—Covenants" in our 2013 Annual Report. The financial covenants under the instruments governing our indebtedness entered into after December 31, 2013 are similar to those described under "Item 5: Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Debt—Covenants" in our 2013 Annual Report.

Liability Management Plan

Since 2009, we have been implementing a liability management plan aimed at (1) improving our capital structure, (2) recovering our investment grade rating and (3) securing financing for our growth strategy under favorable market conditions.

During the three-month period ended March 31, 2014, as part of our liability management plan, we entered into the following transactions:

- On March 26, 2014, we redeemed and canceled the aggregate principal amount outstanding under our 7.500% senior notes due 2020, corresponding to US\$690 million (equivalent then R\$1,596 million on the date of the redemption). In connection with the early redemption of our 7.50% senior notes due 2020, we recognized a financial expense of R\$300 million, of which R\$180 million corresponded to the premium paid to the bondholders for the early redemption of their securities and R\$120 million related to the full amortization of transaction costs.
- On February 18, 2014, we prepaid in full the aggregate principal amount outstanding of U.S.\$96 million (equivalent to R\$234 million on the date such prepayment was made) under the U.S.\$182 million export credit facility agreement, dated August 18, 2009, entered into by Fibria-MS Celulose Sul Matogrossense Ltda., as borrower, Fibria Celulose, as guarantor, and Finnish Export Credit Ltd. (Finnvera), as lender.

Capital expenditures

During the three-month period ended March 31, 2014, we made capital expenditures of R\$302 million, as compared to R\$249 million during the corresponding period in 2013. This increase was mainly due to the increase in forestry renewal, industrial and forest expansion and higher purchase volume of standing timber in 2014 compared to 2013.

[Table of Contents](#)

The table below sets forth a breakdown of our most significant capital expenditures for the periods indicated:

	For the Three-Month Period Ended March 31,	
	2014 (in thousands of reais)	2013
Industrial Expansion	6,159	—
Forest Expansion	26,000	24,244
Subtotal Expansion	32,459	24,351
Safety/ Environment	1,937	3,246
Forestry Renewal	202,951	160,853
Maintenance, IT, R&D, Modernization	47,848	45,699
Subtotal Maintenance	252,736	209,798
50% Veracel	17,160	14,381
Total	302,355	248,530

On April 25, 2014, our shareholders approved our capital expenditures budget for our 2014 fiscal year, in the aggregate amount of R\$1,520 million, mainly to be allocated to the maintenance of our operations and funded with cash from our operational activities and financings from third parties.

Off-Balance Sheet Arrangements

We participate in a number of off-balance sheet arrangements, mainly related to guarantees and take or pay contracts. As of March 31, 2014, we had a number of outstanding swap transactions as described under "—Quantitative and Qualitative Disclosures About Market Risk." For information on our off-balance sheet arrangement as of December 31, 2013, see "Item 11. Quantitative and Qualitative Disclosures about Market Risk" in our 2013 Annual Report.

Quantitative and Qualitative Disclosures About Market Risk

We are exposed to various market risks, including changes in foreign currency exchange rates and interest rates. Market risk is the potential loss arising from adverse changes in market rates and prices, such as foreign currency exchange rates and interest rates.

Foreign currency risk

Our foreign currency exposure gives rise to market risks associated with exchange rate movements against the U.S. dollar. The vast majority of our debt is denominated in U.S. dollars. Our revenues are either denominated in U.S. dollars or linked to U.S. dollars (domestic pulp sales are denominated in *reais* but linked to U.S. dollar prices), thus our U.S. dollar denominated debt works to a certain extent as a natural hedging for this exposure. In our income statement, revenues are translated into *reais* at the prevailing exchange rate at the time of the sale. On the other hand, our debt is translated into *reais* taking into account the closing foreign currency rate. The difference between those rates may generate a mismatch from the conversion of our revenues and debt into *reais*. In order to minimize the effect of the currency mismatch on our financial covenants measurement, we were able to amend those contracts under which those covenants are established to perform these measurements in U.S. dollar terms.

[Table of Contents](#)

The following table presents the carrying amount of our assets and liabilities denominated in U.S. dollars:

	As of March 31, 2014	As of December 31, 2013
	(in millions of reais)	
Assets in foreign currency		
Cash and cash equivalents	927,291	1,247,404
Marketable securities	3,858	98,153
Trade accounts receivable	<u>373,865</u>	<u>375,711</u>
	1,305,014	1,721,268
Liabilities in foreign currency		
Loans and financings	5,917,621	7,281,177
Trade payables	83,882	98,996
Derivative financial instruments	<u>342,766</u>	<u>464,326</u>
	6,344,269	7,844,499
Liability exposure	(5,039,255)	(6,123,231)

Sensitivity Analysis

Our principal foreign exchange risk, considering the period of three month ended March 31, 2014 for the evaluation, is our U.S. dollar exposure. We adopted as probable scenario the fair value considering the market yield as of March 31, 2014.

Considering this projected scenario compared with the average exchange rate of R\$2.3642 observed during the three-month period ended March 31, 2014, net revenue would have increased by 4%, representing an approximate amount of R\$66 million in the three-month period ended March 31, 2014 considering the volume and sale prices.

To calculate the probable scenario, we used the exchange rate as of March 31, 2014 of R\$2.260 per U.S.\$1.00. As these amounts are already recognized in our consolidated financial statements, there are no additional effects to be reflected in our statement of profit or loss in this scenario. The probable scenario was stressed considering an additional 25% and 50% with respect to the probable.

Therefore, the following table presents the change in the fair value of derivatives, loans and marketable securities, in the above mentioned adverse exchange rate scenarios.

	Impact of an appreciation/ depreciation of the <i>real</i> against the U.S. Dollar on the fair value	
	Depreciation of the exchange rate to R\$2.829	Depreciation of the exchange rate to R\$3.395
	(in thousands of reais)	
Derivative financial instruments	(648,399)	(1,533,740)
Loans and financing	(1,396,020)	(2,792,039)
Marketable securities	<u>214,542</u>	<u>429,084</u>
Total impact	(1,829,877)	(3,896,695)

Cash flow and interest rate risk

Our net income and operating cash flows are substantially independent of changes in market interest rates because we have no significant interest-bearing assets. Our cash and cash equivalents are

[Table of Contents](#)

mostly denominated in *reais* and are based on the CDI rate. As of March 31, 2014, the CDI rate was 10.55% *per annum*.

Our debt is primarily denominated in U.S. dollar and to a lesser extent to Brazilian *reais*. As of March 31, 2014, R\$5,918 million (or 70.1%) of our total consolidated indebtedness was denominated in U.S. dollars and the remaining R\$2,527 million (or 29.9%) of our total consolidated indebtedness was denominated in *reais*. Our U.S. dollar-denominated debt has exposure to fixed rates (mainly our series of senior notes outstanding) and LIBOR rates (mainly export prepayment agreements). Our *real*-denominated debt has exposure to fixed rates, to CDI and to TJLP.

As of March 31, 2014, we had R\$3,420 million (or 40.5% of our total consolidated indebtedness) of our loans and financings bore interest at floating interests, including LIBOR, TJLP, CDI and UMBNDES. Loans and financings bearing interest at fixed rates represented 59.5% of our total consolidated indebtedness as of March 31, 2014, and are primarily related to our senior notes outstanding.

The table below provides information about our significant interest rate-sensitive instruments and classify our exposures by currency and type of interest rate (floating or fixed).

	As of March 31, 2014				
	2014	2015	2016	After 2016	Total
	(in thousands of <i>reais</i>)				
Assets:					
Cash and cash equivalents					
Floating-rate denominated in <i>reais</i>	30,734	—	—	—	30,734
Fixed-rate denominated in U.S. dollars	927,291	—	—	—	927,291
Marketable securities					
Floating-rate denominated in <i>reais</i>	797,822	—	—	48,493	846,315
Fixed-rate denominated in U.S. dollars	3,858	—	—	—	3,858
Total exposed assets	1,759,705	—	—	48,493	1,808,198
Liabilities:					
Floating-rate debt denominated in <i>reais</i>	291,967	432,627	284,845	1,311,153	2,320,592
Floating-rate debt denominated in U.S. dollars	455,523	319,828	463,453	2,524,266	3,763,070
Fixed-rate debt denominated in <i>reais</i>	113,953	24,720	24,720	43,943	206,436
Fixed-rate debt denominated in U.S. dollars	427,364	—	—	1,727,187	2,154,551
Total exposed liabilities	1,287,907	777,175	773,018	5,606,449	8,444,649

Derivative Financial Instruments

Most of our revenue is denominated in U.S. dollars. We have U.S. dollars/Brazilian *reais* forward contracts (NDFs) and currency options (zero cost collars) to protect our short term cash flow from unfavorable exchange rate movements. We also have interest rate swaps and cross-currency swaps to hedge our indebtedness. Our interest rate swaps mitigate our exposure to fluctuations in LIBOR and our cross-currency swaps mitigate our exposure to *real*-denominated indebtedness by swapping such debt to U.S. dollar-denominated debt.

As of March 31, 2014, our main derivatives were as follows:

- Swaps in which we receive three-month LIBOR and pay a fixed interest rate, with notional amount of U.S.\$512 million as of March 31, 2014 and final maturity date in May 2019. This swap was contracted to fix the cost of the underlying loan and reduce our cash flow risk. As of March 31, 2014, the fair values of these swaps resulted in a net asset of R\$14 million.

[Table of Contents](#)

- Cross-currency swaps in which we receive CDI and pay in U.S. dollars at a fixed rate in order to mitigate our exposure to a *real*-denominated debt, converting it to U.S. dollar-denominated debt. The notional amount of these cross-currency swaps as of March 31, 2014 was U.S.\$419 million, and the longest maturity was August 2020. As of March 31, 2014, the fair values of these swaps resulted in a net liability of R\$106 million.
- Cross-currency swaps in which we receive TJLP in *reais* and pay in U.S. dollars at a fixed rate. The total notional amount is U.S.\$252 million, and the longest maturity is December 2017. As of March 31, 2014, the sum of the fair values of those swaps resulted in a net liability of R\$188 million.
- Cross-currency swaps in which we receive *reais* at a fixed rate and pay U.S. dollars at a fixed rate. The notional amount of this cross-currency swap is U.S.\$253 million, with the longest maturity in July 2019. As of March 31, 2014, the fair values of these swaps resulted in a net liability of R\$71 million.
- An option based strategy known as Zero Cost Collar, which provides a floor and a cap to the foreign currency rate between U.S. dollar and the *real*. The instrument is used to protect our U.S. dollar revenue below a given threshold in *reais* terms. As of March 31, 2014, the notional amount was U.S.\$932 million, and the fair values resulted in a net asset of R\$8 million.
- An embedded derivative, in which we receive a fixed U.S. dollar rate and pay a floating U.S. dollar rate (U.S. Consumer Price Index). The embedded derivative arises from the Forestry Partnership and Standing Timber Supply Agreements with Parkia. The value of the adjustment regarding the fair value of those embedded derivative in the three-month period ended March 31, 2014 was a gain of R\$10 million. See "Item 4. Information on Fibria—A. History and Development of Fibria—Disposition of forestry assets and land."

The following table provides the notional and the fair value of our financial derivatives as of March 31, 2014:

	As of March 31, 2014	
	Notional amount (in thousands of U.S. dollars)	Fair value (in thousands of <i>reais</i>)
NDF (U.S.\$)	—	—
Swap CDI × U.S.\$	418,585	(105,767)
Swap LIBOR 3M × Fixed	511,832	14,436
Swap TJLP × U.S.\$	251,850	(187,969)
Swap BRL × U.S.\$	253,054	(71,376)
Zero Cost Collar	932,000	7,910
		(342,766)

For further information concerning risks associated with the foregoing, see note 9(a) of our unaudited interim consolidated financial statements included in our First Quarter Form 6-K.

[Table of Contents](#)

DESCRIPTION OF THE NOTES

The following description of the particular terms of the notes supplements and modifies the description of the general terms and provisions of debt securities and the Indenture (as defined below) set forth in the accompanying prospectus under the heading "Description of the Debt Securities," which you should read in conjunction with this prospectus supplement. If the description of the terms of the notes in this prospectus supplement differs in any way from that in the accompanying prospectus, you should rely on the information contained in this prospectus supplement. You will find the definitions of capitalized terms used in this section under "—Certain Definitions" in the accompanying prospectus under the heading "Description of the Debt Securities." In this description and in the related section entitled "Description of the Debt Securities" in the accompanying prospectus, references to "Fibria Celulose" mean Fibria Celulose S.A. only and do not include any of its subsidiaries.

These descriptions are a summary of the material terms of the notes and the Indenture, including a supplement to that Indenture concerning the notes. This summary does not restate the terms of the notes or the Indenture in their entirety. We urge you to read the notes and the Indenture because they, and not this description, define your rights as investors. You may obtain a copy of the Indenture and the form of the supplemental indenture and the notes by contacting us as described in the accompanying prospectus under "Where You Can Find More Information."

General

Fibria Overseas Finance Ltd. ("Fibria Finance") will issue the notes pursuant to an indenture, dated as of May 12, 2014 (the "Indenture"), among Fibria Finance, as issuer, Fibria Celulose, as guarantor, and Deutsche Bank Trust Company Americas, as trustee (which term includes any successor as trustee under the Indenture), registrar, transfer agent and paying agent, and a first supplemental indenture, to be dated the delivery date of the notes, among Fibria Finance, Fibria Celulose, as guarantor, and Deutsche Bank Trust Company Americas, as trustee, registrar, transfer agent and paying agent.

The notes:

- will be a series of Fibria Finance's debt securities described in the accompanying prospectus;
- will be senior unsecured obligations of Fibria Finance;
- will initially be issued in an aggregate principal amount of US\$600 million (subject to our right to issue additional notes of this series as described under "—Further Issuances");
- will mature at 100% of their principal amount on May 12, 2024;
- will be subject to optional redemption or tax redemption as described under "—Redemption";
- will be issued in minimum denominations of US\$2,000 and integral multiples of US\$1,000 in excess thereof;
- will be represented by one or more registered notes in global form and may be exchanged for notes in definitive form only in limited circumstances; and
- will be unconditionally guaranteed on a senior unsecured basis by Fibria Celulose.

Interest on the notes:

- will accrue at the rate of 5.250% *per annum*;
- will accrue from the date of issuance or from the most recent interest payment date;
- will be payable in cash semi-annually in arrears on May 12 and November 12 beginning on November 12, 2014;
- will be payable to the holders of record on the April 28 and October 29 immediately preceding the related interest payment dates; and
- will be computed on the basis of a 360-day year comprised of twelve 30-day months.

[Table of Contents](#)

Principal of, premium, if any, interest and any additional amounts on the notes will be payable at the office of the trustee and at the offices of the paying agents, and the transfer of the notes will be registrable at the office of the trustee and registrar and at the offices of the transfer agents.

Fibria Celulose Guarantee

Fibria Celulose has agreed in the Indenture that it will fully, unconditionally and irrevocably guarantee, on a senior unsecured basis, the obligations of Fibria Finance under the notes and the Indenture. The obligations of Fibria Celulose under the guarantee will rank:

- equal in right of payment to all other existing and future senior unsecured debt of Fibria Celulose, subject to certain statutory preferences under applicable law, including labor and tax claims;
- senior in right of payment to Fibria Celulose's subordinated debt; and
- effectively subordinated to the debt and other liabilities (including subordinated debt and trade payables) of Fibria Celulose's subsidiaries (other than Fibria Finance) and jointly controlled companies and to secured debt of Fibria Celulose to the extent of the value of the assets securing such secured debt.

As of March 31, 2014, Fibria Celulose and its subsidiaries had total consolidated indebtedness of R\$8,445 million, R\$1,711 million of which was secured indebtedness.

Ranking

The notes will constitute senior unsecured obligations of Fibria Finance. The notes will rank at least *pari passu* in priority of payment with all other existing and future senior unsecured indebtedness of Fibria Finance.

Redemption

We will not be permitted to redeem the notes before their stated maturity, except as set forth below. The notes will not be entitled to the benefit of any sinking fund, meaning that we will not deposit money on a regular basis into any separate account to repay the notes. In addition, you will not be entitled to require us to repurchase your notes from you before the stated maturity, except as set forth under "—Purchase of Notes upon Change of Control Event".

Optional Redemption

The notes will be redeemable, at the option of Fibria Finance or Fibria Celulose, in whole or in part, at any time and from time to time, at a redemption price equal to the greater of (1) 100% of the principal amount of the notes to be redeemed and (2) the sum of the present values of each remaining scheduled payment of principal and interest thereon (inclusive of interest accrued to the date of redemption) discounted to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) using a discount rate equal to the treasury rate plus 0.40%, plus in the case of clause (1) only, accrued and unpaid interest on the principal amount of the notes to the date of redemption.

The following terms are relevant to the determination of the redemption price for the notes:

"Treasury rate" means, with respect to any redemption date, the rate *per annum* equal to the semi-annual equivalent yield to maturity or interpolated yield to maturity of the comparable treasury issue. In determining the treasury rate, the price for the comparable treasury issue (expressed as a percentage of its principal amount) will be assumed to be equal to the comparable treasury price for such redemption date.

[Table of Contents](#)

"Comparable treasury issue" means the United States Treasury security selected by an independent investment banker as having an actual or interpolated maturity comparable to the remaining term of the notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such notes.

"Independent investment banker" means one of the reference treasury dealers appointed by us.

"Comparable treasury price" means (A) the arithmetic average of the reference treasury dealer quotations for such redemption date after excluding the highest and lowest reference treasury dealer quotations, or (B) if we obtain fewer than four reference treasury dealer quotations, the arithmetic average of all reference treasury dealer quotations for such redemption date.

"Reference treasury dealer quotations" means, with respect to each reference treasury dealer and any redemption date, the arithmetic average, as determined by us, of the bid and asked prices for the comparable treasury issue (expressed in each case as a percentage of its principal amount) quoted in writing to us by such reference treasury dealer by 3:30 p.m. (New York City time) on the third business day preceding such redemption date.

"Reference treasury dealers" means at least four primary U.S. government securities dealers in New York City, New York designated by Fibria Finance or Fibria Celulose not later than the fifth business day preceding such redemption date.

"Remaining scheduled payments" means the remaining scheduled payments of the principal and interest that would be due after the applicable redemption date but for such redemption; *provided, however,* that, if such redemption date is not an interest payment date, the amount of the next scheduled interest payment thereon will be reduced by the amount of interest accrued thereon to such redemption date.

Tax Redemption

We have the option, subject to certain conditions, to redeem the notes in whole at their principal amount, plus accrued and unpaid interest, if any, to the relevant date of redemption, if and when, as a result of a change in, or amendment to, any laws or regulations:

- Fibria Celulose or any successor has or will become obligated to pay additional amounts with respect to the guarantee in excess of the additional amounts that Fibria Celulose or any successor would pay if payments in respect of the guarantee were subject to deduction or withholding for Brazilian Taxes at a rate of (1) 15% generally in case of any taxes imposed by Brazil, or (2) 25% in case of taxes imposed by Brazil on amounts paid to residents of countries which do not impose any income tax or which impose it at a maximum rate lower than 20% or where the laws of that country or location impose restrictions on the disclosure of (x) shareholding composition; (y) the ownership of the investment; or (z) the beneficial ownership of income paid to non-resident persons, pursuant to Law No. 9,779, dated January 19, 1999; or
- Fibria Finance or any successor has or will become obligated to pay additional amounts with respect to the notes in respect of deduction or withholding for Cayman Islands Taxes.

See "Description of the Debt Securities—Optional Tax Redemption" in the accompanying prospectus for the additional requirements and limitations that apply to the Tax Redemption.

Open Market Purchases

Subject to any restrictions described in the prospectus supplement, we or our affiliates may at any time purchase debt securities from investors who are willing to sell from time to time, either in the open market at prevailing prices or in private transactions at negotiated prices. Debt securities that we

[Table of Contents](#)

or they purchase may, in our discretion, be held, resold or canceled, but will only be resold in compliance with applicable requirements or exemptions under the relevant securities laws.

Purchase of Notes upon Change of Control Event

Not later than 30 days following a Change of Control that results in a Ratings Decline, Fibria Celulose, acting on behalf of Fibria Finance, will make directly or by a Designated Affiliate an Offer to Purchase all outstanding notes at a purchase price equal to 101% of the principal amount thereof, plus accrued and unpaid interest thereon and additional amounts, if any, to, but excluding, the purchase date.

An "Offer to Purchase" must be made by written offer to the holders (a copy of which shall be delivered to the trustee), which will specify the principal amount of notes subject to the offer and the purchase price. The offer must specify an expiration date (the "Expiration Date") not less than 30 days or more than 60 days after the date of the offer and a settlement date for purchase (the "Purchase Date") not more than five business days after the Expiration Date. The offer must include information concerning the business of Fibria Celulose and its subsidiaries which it believes will enable the holders to make an informed decision with respect to the Offer to Purchase. The offer will also contain instructions and materials necessary to enable holders to tender notes pursuant to the offer. Fibria Celulose will comply with Rule 14e-1 under the Exchange Act (to the extent applicable) and all other applicable laws in making any Offer to Purchase, and the above procedures will be deemed modified as necessary to permit such compliance.

A holder may tender all or any portion of its notes pursuant to an Offer to Purchase, subject to the requirement that if a holder tenders only a portion of its notes, the remaining notes must be no less than US\$2,000 in principal amount and in integral multiples of US\$1,000 in excess thereof. Holders shall be entitled to withdraw notes tendered up to the expiration of the offer. On the Purchase Date, the purchase price will become due and payable on each note accepted for purchase pursuant to the Offer to Purchase, and interest on notes purchased will cease to accrue on and after the Purchase Date.

Fibria Celulose will not be required to make an Offer to Purchase upon a Change of Control that results in a Ratings Decline if (1) a third party makes the Offer to Purchase in the manner, at the times and otherwise in compliance with the requirements set forth in the Indenture applicable to an Offer to Purchase made by Fibria Celulose and purchases all notes properly tendered and not withdrawn under the Offer to Purchase, or (2) a notice of redemption for all outstanding notes has been given pursuant to the Indenture unless and until there is a default in payment of the applicable redemption price. Notwithstanding anything to the contrary contained herein, an Offer to Purchase may be made in advance of a Change of Control, conditioned upon the consummation of such Change of Control and the occurrence of such Rating Decline, if a definitive agreement is in place for the Change of Control at the time the Offer to Purchase is made.

In the event that the holders of not less than 90% of the aggregate principal amount of the outstanding notes accept a Change of Control Offer and Fibria Celulose or a third party purchases all the notes held by such holders, Fibria Finance and Fibria Celulose will have the right, on not less than 30 nor more than 60 days' prior notice to the holders (with a copy to the trustee), given not more than 30 days following the purchase pursuant to the Change of Control Offer described above, to redeem all of the notes that remain outstanding following such purchase at the purchase price equal to that in the Change of Control Offer plus, to the extent not included in the Change of Control Offer payment, accrued and unpaid interest and additional amounts, if any, on the notes that remain outstanding, to, but excluding, the date of redemption.

[Table of Contents](#)

"Change of Control" means:

(1) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the assets of Fibria Celulose and its subsidiaries, taken as a whole, to any Person (including any "person" (as that term is used in Section 13(d)(3) of the Exchange Act)) other than to one or more of the Permitted Holders; or

(2) the consummation of any transaction (including without limitation, any merger or consolidation) the result of which is that any Person (including any "person" (as that term is used in Section 13(d)(3) of the Exchange Act) but excluding any of the Permitted Holders) becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the outstanding Voting Stock of Fibria Celulose, measured by voting power rather than number of shares.

"Designated Affiliate" means, at any time, one or more Persons designated by Fibria Celulose to be the purchaser of notes under an Offer to Purchase.

"Investment Grade" means BBB- or higher by Standard & Poor's, Baa3 or higher by Moody's or BBB- or higher by Fitch, or the equivalent of such global ratings by Standard & Poor's, Moody's or Fitch.

"Permitted Holder" means each of (1) Votorantim Participações S.A. or any affiliate thereof and (2) BNDES Participações S.A. or any affiliate thereof.

"Person" means any corporation, partnership, joint venture, trust, limited liability company or unincorporated organization.

"Rating Agency" means each of (1) Standard & Poor's, (2) Moody's and (3) Fitch, or their respective successors; provided that if any of Standard & Poor's, Moody's or Fitch ceases to rate the notes or fails to make a rating on the notes publicly available, Fibria Celulose will appoint a replacement for such Rating Agency that is a "nationally recognized statistical rating organization" within the meaning of Rule 15c3-1(c)(2)(vi)(F) under the Exchange Act.

"Ratings Decline" means that at any time within 90 days after the earlier of the date of public notice of a Change of Control and the date on which Fibria Celulose or any other Person publicly declares its intention to effect a Change of Control, (1) in the event the notes are assigned an Investment Grade rating by at least two of the Rating Agencies prior to such public notice or declaration, the rating assigned to the notes by at least two of the Rating Agencies is below an Investment Grade rating; or (2) in the event the ratings assigned to the notes by at least two of the Rating Agencies prior to such public notice or declaration are below an Investment Grade rating, the rating assigned to the notes by at least two of the Rating Agencies is decreased by one or more categories (*i.e.*, notches); *provided* that, in each case, any such Ratings Decline is expressly stated by the applicable Rating Agencies to have been the result of the Change of Control.

"Voting Stock" means, with respect to Fibria Celulose as of any date, the Capital Stock of Fibria Celulose that is at the time entitled to vote generally in the election of the Board of Directors of Fibria Celulose and in respect of other matters presented at shareholders' meetings of Fibria Celulose.

Payment of Additional Amounts

Subject to the limitations and exceptions described in "Description of the Debt Securities—Payment of Additional Amounts" in the accompanying prospectus, Fibria Celulose or Fibria Finance will pay such additional amounts as may be necessary to ensure that the net amounts receivable by holders after withholding or deduction for taxes will equal the amounts that would have been payable in the absence of such withholding or deduction. See "Description of the Debt Securities—Payment of Additional Amounts" in the accompanying prospectus.

All references to principal, premium, if any, and interest in respect of the notes will be deemed to refer to any additional amounts which may be payable as set forth in the Indenture or in the notes.

[Table of Contents](#)

Covenants

Holders of the notes will benefit from certain covenants contained in the Indenture and affecting our ability to incur liens and merge with other entities. You should read the information under the heading "Description of the Debt Securities—Certain Covenants" in the accompanying prospectus.

Additional Limitations on Fibria Finance

The supplemental indenture governing the notes contains the following covenants:

- Fibria Finance will not engage in any business or conduct any operations, other than to finance the operations of Fibria Celulose and its subsidiaries, activities that are reasonably ancillary thereto (including, without limitation, on-lending of funds, repurchases of Indebtedness not prohibited by the Indenture, entering into transactions involving Hedging Obligations not for speculative purposes relating to such Indebtedness and cash management measures and short term investments);
- Fibria Finance will not incur any Indebtedness other than (1) the notes and (2) any other indebtedness which (i) ranks equally with the notes or (ii) is subordinated to the notes;
- Fibria Finance will not consolidate with or merge with or into, or convey, transfer or lease all or substantially all of its assets to any person, except (i) to the extent that it complies with the conditions set forth in "Description of the Debt Securities—Certain Covenants of Fibria Celulose—Mergers and Similar Transactions" in the accompanying prospectus (substituting "Fibria Finance" for "Fibria Celulose" therein) or (ii) with an affiliate of Fibria Finance solely for the purpose of reincorporating Fibria Finance in another jurisdiction (so long as reincorporation in such jurisdiction does not materially adversely affect the rights of the holders of the notes);
- Fibria Finance will not redeem any of its shares; and
- Fibria Finance will not incur any Liens on any of its assets, except for any Liens imposed by operation of law.

In addition, Fibria Celulose will covenant to continue to own, directly or indirectly, a majority of the Voting Stock of Fibria Finance. In connection with a substitution of Fibria Finance as issuer, upon the execution of the applicable Issuer Substitution Documents, neither Fibria Finance nor the Substituted Issuer will be subject to the covenants set forth in this "—Additional Limitations on Fibria Finance."

Events of Default

Holders of the notes will have rights if an event of default occurs and is not cured or waived. The supplemental indenture governing the notes provides that the term "**Event of Default**" with respect to the notes means any of the following:

- (1) failure to pay any interest on the notes on the date when due, which failure continues for a period of 30 days; or failure to pay any principal of (including premium, if any, on) any of the notes on the date when due upon its Stated Maturity, upon redemption, or otherwise;
- (2) Fibria Celulose or Fibria Finance fails to comply with any of its other covenants or agreements in respect of the notes or the Indenture (other than those referred to in the foregoing clause (1)) and such failure continues for a period of 60 days after Fibria Celulose or Fibria Finance receives a notice of default from the trustee or holders of 25% of the principal amount of the outstanding notes;
- (3) Fibria Celulose or any of its Significant Subsidiaries defaults under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced

[Table of Contents](#)

any Indebtedness for money borrowed by Fibria Celulose or any such Significant Subsidiary (or the payment of which is guaranteed by Fibria Celulose or any such Significant Subsidiary) whether such Indebtedness or guarantee exists on the date of the Indenture or is created after the date of the Indenture, which default (a) is caused by failure to pay principal of (and premium, if any, on) or interest on such Indebtedness after giving effect to any grace period provided in such Indebtedness on the date of such default ("**Payment Default**") or (b) results in the acceleration of such Indebtedness prior to its express maturity and, in each case, the principal amount of any such Indebtedness or guarantee, as applicable, together with the principal amount of any other such Indebtedness or guarantee under which there has been a Payment Default or the maturity of which has been so accelerated, totals US\$100.0 million (or the equivalent thereof at the time of determination) or more in the aggregate;

- (4) one or more final judgments or decrees for the payment of money in excess of US\$100.0 million (or the equivalent in another currency at the time of determination, if applicable) in the aggregate are rendered against Fibria Celulose or any of its Significant Subsidiaries and are not paid (whether in full or in installments in accordance with the terms of the judgment) or otherwise discharged (and otherwise not covered by an insurance policy or policies issued by reputable and creditworthy insurance companies) and, in the case of each such judgment or decree, either (1) an enforcement proceeding has been commenced by any creditor upon such judgment or decree and is not dismissed within 60 days following commencement of such enforcement proceedings or (2) there is a period of 60 days following such judgment during which such judgment or decree is not discharged, waived or the execution thereof stayed;
- (5) Fibria Celulose or any of its Significant Subsidiaries pursuant to or within the meaning of any Bankruptcy Law:
 - (1) commences a voluntary case or files a request or petition for a writ of execution to initiate bankruptcy proceedings or have itself adjudicated as bankrupt; (2) applies for or consents to the entry of an order for relief against it in an involuntary case; (3) applies for or consents to the appointment of a custodian of it or for any substantial part of its property; (4) makes a general assignment for the benefit of its creditors; (5) proposes or agrees to an accord or composition in bankruptcy between itself and its creditors; or (6) files for a reorganization of its debts (judicial or extrajudicial recovery);
- (6) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that: (1) is for relief against Fibria Celulose or any of its Significant Subsidiaries in an involuntary case; (2) appoints a custodian of Fibria Celulose or any of its Significant Subsidiaries or for any substantial part of the property of Fibria Celulose or any of its Significant Subsidiaries; (3) orders the winding up or liquidation of Fibria Celulose or any of its Significant Subsidiaries; (4) adjudicates Fibria Celulose or any of its Significant Subsidiaries as bankrupt or insolvent; (5) ratifies an accord or composition in bankruptcy between Fibria Celulose or any of its Significant Subsidiaries and the respective creditors thereof; or (6) grants a judicial or extrajudicial recovery to Fibria Celulose or any of its Significant Subsidiaries, and in the case of any of (1) through (6), the order or decree remains unstayed and in effect for 60 days;
- (7) all or substantially all of the undertaking, assets and revenues of Fibria Celulose or any of its Significant Subsidiaries is condemned, seized or otherwise appropriated by any Person acting under the authority of any national, regional or local government or Fibria Celulose or any of its Significant Subsidiaries is prevented by any such Person for a period of 60 consecutive days or longer from exercising normal control over all or substantially all of its undertaking, assets and revenues; or
- (8) any guarantee by Fibria Celulose of the Notes shall cease to be or is claimed by Fibria Celulose not to be in full force and effect.

[Table of Contents](#)

If the trustee has actual written notice of an Event of Default with respect to the notes, the trustee shall give the holders of the notes notice of such Event of Default as and to the extent provided by the Trust Indenture Act; *provided, however,* that in the case of any default of the character specified in clause (3) above, no such notice to such holders shall be given until at least 30 days after the occurrence thereof.

Covenant Defeasance

If Fibria Finance satisfies the requirements for covenant defeasance, the following provisions of the Indenture and the notes would no longer apply:

- certain covenants applicable to the series of debt securities described herein and in the prospectus; and
- the second, third, fourth, fifth (solely with respect to Fibria Celulose's Significant Subsidiaries), sixth (solely with respect to Fibria Celulose's Significant Subsidiaries), seventh and eighth Events of Default described above under "—Events of Default."

Payments of Principal and Interest

If any payment is due on the notes on a day that is not a business day, payment will be made on the day that is the next business day. Payments postponed to the next business day in this situation will be treated under the Indenture as if they were made on the original payment date. Postponement of this kind will not result in a default under the notes or the Indenture, and no interest will accrue on the postponed amount from the original payment date to the next day that is a business day.

Further Issuances

Fibria Finance may from time to time, without notice to or consent of the noteholders, create and issue an unlimited principal amount of additional notes having the same terms and conditions as the initial notes in all respects, except that the issue date, the issue price and the first payment of interest thereon may differ; *provided, however,* that unless such additional notes are issued under a separate CUSIP, such additional notes will be fungible with the initial notes for U.S. federal income tax purposes or, if such additional notes are not fungible with the initial notes for U.S. federal income tax purposes, neither the initial notes nor the additional notes are issued with more than a de minimis amount of original issue discount for U.S. federal income tax purposes. Any such additional notes will form a single series and vote together with the previously outstanding notes for all purposes hereof.

Notices

For so long as notes in global form are outstanding, notices to be given to holders will be given to the depositary, in accordance with its applicable policies as in effect from time to time. If notes are issued in individual definitive form, notices to be given to holders will be deemed to have been given upon the mailing by first class mail, postage prepaid, of such notices to holders of the notes at their registered addresses as they appear in the registrar's records.

Trustee

Deutsche Bank Trust Company Americas is the trustee, security registrar, paying agent and transfer agent under the Indenture. So long as no Event of Default has occurred and is continuing, Fibria Finance may remove the trustee and appoint a new trustee, subject to the terms and conditions of the Indenture.

The Indenture contains provisions for the indemnification of the trustee and for its relief from responsibility. The obligations of the trustee to any holder are subject to such indemnities, immunities and rights as are set forth in the Indenture.

[Table of Contents](#)

Except during the continuance of an Event of Default, the trustee need perform only those duties that are specifically set forth in the Indenture and no others, and no implied covenants or obligations will be read into the Indenture against the trustee, except as otherwise required by the Trust Indenture Act. In case an Event of Default has occurred and is continuing and a responsible officer of the trustee has received written notification thereof, the trustee will exercise those rights and powers vested in it by the Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs. No provision of the Indenture will require the trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties thereunder, or in the exercise of any of its rights or powers if it has reasonable grounds for believing that repayment of such funds or adequate security and/or indemnity against such risk or liability is not assured to it.

Fibria Celulose and its affiliates may from time to time enter into normal banking and trustee relationships with the trustee and its affiliates.

Governing Law and Submission to Jurisdiction

The notes and the Indenture will be governed by, and construed in accordance with, the laws of the State of New York.

Each of the parties to the Indenture will submit to the non-exclusive jurisdiction of any New York state or U.S. federal court sitting in the Borough of Manhattan in The City of New York for purposes of all legal actions and proceedings instituted in connection with the notes and the Indenture. Each of Fibria Finance and Fibria Celulose has appointed National Corporate Research, Ltd., 10 East 40th Street, 10th Floor, New York, New York 10016, as its authorized agent upon which process may be served in any such action.

Listing

Fibria Finance intends to apply to have the notes approved for listing on the NYSE.

Currency Indemnity

U.S. dollars are the sole currency of account and payment for all sums payable by Fibria Finance or Fibria Celulose under or in connection with the notes, including damages. Any amount received or recovered in a currency other than U.S. dollars (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the winding-up or dissolution of Fibria Celulose, Fibria Finance or otherwise) by any holder of a note in respect of any sum expressed to be due to it from Fibria Finance or Fibria Celulose will only constitute a discharge of Fibria Finance or Fibria Celulose, as the case may be, to the extent of the U.S. dollar amount which the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If that U.S. dollar amount is less than the U.S. dollar amount expressed to be due to the recipient under any notes, Fibria Finance or Fibria Celulose, as the case may be, will indemnify such holder against any loss sustained by it as a result; and if the amount of U.S. dollars so purchased is greater than the sum originally due to such holder, such holder will, by accepting notes, be deemed to have agreed to repay such excess. In any event, Fibria Finance or Fibria Celulose as the case may be, will indemnify the recipient against the cost of making any such purchase.

For the purposes of the preceding paragraph, it will be sufficient for the holder of notes to certify in a satisfactory manner (indicating the sources of information used) that it would have suffered a loss had an actual purchase of U.S. dollars been made with the amount so received in that other currency on the date of receipt or recovery (or, if a purchase of U.S. dollars on such date had not been practicable, on the first date on which it would have been practicable, it being required that the need for a change of date be certified in the manner mentioned above). These indemnities constitute a separate and independent obligation from the other obligations of Fibria Finance and Fibria Celulose, will give rise to a separate and independent cause of action, will apply irrespective of any indulgence granted by any holder of notes and will continue in full force and effect despite any other judgment, order, claim or proof for a liquidated amount in respect of any sum due under any notes.

[Table of Contents](#)

CLEARANCE AND SETTLEMENT

Book-Entry Issuance

Except under the limited circumstances described in the accompanying prospectus, all notes will be book-entry notes. This means that the actual purchasers of the notes will not be entitled to have the notes registered in their names and will not be entitled to receive physical delivery of the notes in definitive (paper) form. Instead, upon issuance, all the notes will be represented by one or more fully registered global notes.

Each global note will be deposited directly with DTC, a securities depository, and will be registered in the name of DTC's nominee. Global notes may also be deposited indirectly with Clearstream, Luxembourg and Euroclear, as indirect participants of DTC. For background information regarding DTC and Clearstream, Luxembourg and Euroclear, see "—The Depository Trust Company" and "—Clearstream, Luxembourg and Euroclear" below. No global note representing book-entry notes may be transferred except as a whole by DTC to a nominee of DTC, or by a nominee of DTC to another nominee of DTC. Thus, DTC will be the only registered holder of the notes and will be considered the sole representative of the beneficial owners of the notes for purposes of the Indenture. For an explanation of the situations in which a global note will terminate and interests in it will be exchanged for physical certificates representing the notes, see "Legal Ownership of Debt Securities—Global Securities" in the accompanying prospectus.

The registration of the global notes in the name of DTC's nominee will not affect beneficial ownership and is performed merely to facilitate subsequent transfers. The book-entry system, which is also the system through which most publicly traded common stock is held in the United States, is used because it eliminates the need for physical movement of securities certificates. The laws of some jurisdictions, however, may require some purchasers to take physical delivery of their notes in definitive form. These laws may impair the ability of beneficial holders to transfer the notes.

In this prospectus supplement, unless and until definitive (paper) notes are issued to the beneficial owners as described in the accompanying prospectus, all references to "**registered holders**" of notes shall mean DTC. Fibria Celulose, Fibria Finance, the trustee and any paying agent, transfer agent or registrar may treat DTC as the absolute owner of the notes for all purposes.

Primary Distribution

Payment Procedures

Payment for the notes will be made on a delivery versus payment basis.

Clearance and Settlement Procedures

DTC participants that hold securities through DTC on behalf of investors will follow the settlement practices applicable to United States corporate debt obligations in DTC's Same-Day Funds Settlement System. Notes will be credited to the securities custody accounts of these DTC participants against payment in the same-day funds, for payments in U.S. dollars, on the settlement date.

Secondary Market Trading

We understand that secondary market trading between DTC participants will occur in the ordinary way in accordance with DTC's rules. Secondary market trading will be settled using procedures applicable to United States corporate debt obligations in DTC's Same-Day Funds Settlement System. If payment is made in U.S. dollars, settlement will be free of payment. If payment is made in other than U.S. dollars, separate payment arrangements outside of the DTC system must be made between the DTC participants involved.

[Table of Contents](#)

The Depository Trust Company

The policies of DTC will govern payments, transfers, exchange and other matters relating to the beneficial owner's interest in the notes held by that owner. None of the trustee, any paying agent, transfer agent or registrar, nor we have any responsibility for any aspect of the actions of DTC or any of their direct or indirect participants. None of the trustee, any paying agent, transfer agent or registrar, nor we have any responsibility for any aspect of the records kept by DTC or any of their direct or indirect participants. In addition, none of the trustee, any paying agent, transfer agent or registrar, nor we supervise DTC in any way. DTC and their participants perform these clearance and settlement functions under agreements they have made with one another or with their customers. Investors should be aware that DTC and its participants are not obligated to perform these procedures and may modify them or discontinue them at any time. The description of the clearing systems in this section reflects our understanding of the rules and procedures of DTC as they are currently in effect. DTC could change its rules and procedures at any time.

DTC has advised us as follows:

- DTC is:
 - a limited purpose trust company organized under the laws of the State of New York;
 - a member of the Federal Reserve System;
 - a "clearing corporation" within the meaning of the Uniform Commercial Code; and
 - a "clearing agency" registered pursuant to the provisions of Section 17A of the Exchange Act.
- DTC was created to hold securities for its participants and to facilitate the clearance and settlement of securities transactions between participants through electronic book-entry changes to accounts of its participants. This eliminates the need for physical movement of certificates.
- Participants in DTC include securities brokers and dealers, banks, trust companies and clearing corporations and may include certain other organizations. DTC is partially owned by some of these participants or their representatives.
- Indirect access to the DTC system is also available to banks, brokers, dealer and trust companies that have relationships with participants.
- The rules applicable to DTC and DTC participants are on file with the SEC.

Clearstream, Luxembourg and Euroclear

Clearstream, Luxembourg has advised that: it is a duly licensed bank organized as a *société anonyme* incorporated under the laws of Luxembourg and is subject to regulation by the Luxembourg Commission for the supervision of the financial sector (*Commission de surveillance du secteur financier*); it holds securities for its customers and facilitates the clearance and settlement of securities transactions among them, and does so through electronic book-entry transfers between the accounts of its customers, thereby eliminating the need for physical movement of certificates; it provides other services to its customers, including safekeeping, administration, clearance and settlement of internationally traded securities and lending and borrowing of securities; it interfaces with the domestic markets in over 30 countries through established depositary and custodial relationships; its customers include worldwide securities brokers and dealers, banks, trust companies and clearing corporations and may include certain other professional financial intermediaries; its U.S. customers are limited to securities brokers and dealers and banks; and indirect access to the Clearstream, Luxembourg system is also available to others that clear through Clearstream, Luxembourg customers or that have custodial relationships with its customers, such as banks, brokers, dealers and trust companies.

[Table of Contents](#)

Euroclear has advised that: it is incorporated under the laws of Belgium as a bank and is subject to regulation by the Belgian Banking and Finance Commission (*Commission Bancaire et Financière*) and the National Bank of Belgium (*Banque Nationale de Belgique*); it holds securities for its participants and facilitates the clearance and settlement of securities transactions among them; it does so through simultaneous electronic book-entry delivery against payments, thereby eliminating the need for physical movement of certificates; it provides other services to its participants, including credit, custody, lending and borrowing of securities and tri-party collateral management; it interfaces with the domestic markets of several countries; its customers include banks, including central banks, securities brokers and dealers, banks, trust companies and clearing corporations and certain other professional financial intermediaries; indirect access to the Euroclear system is also available to others that clear through Euroclear customers or that have custodial relationships with Euroclear customers; and all securities in Euroclear are held on a fungible basis, which means that specific certificates are not matched to specific securities clearance accounts.

Clearance and Settlement Procedures

We understand that investors that hold their notes through Clearstream, Luxembourg or Euroclear accounts will follow the settlement procedures that are applicable to securities in registered form. Notes will be credited to the securities custody accounts of Clearstream, Luxembourg and Euroclear participants on the business day following the settlement date for value on the settlement date. They will be credited either free of payment or against payment for value on the settlement date.

We understand that secondary market trading between Clearstream, Luxembourg and/or Euroclear participants will occur in the ordinary way following the applicable rules and operating procedures of Clearstream, Luxembourg and Euroclear. Secondary market trading will be settled using procedures applicable to securities in registered form.

You should be aware that investors will only be able to make and receive deliveries, payments and other communications involving the notes through Clearstream, Luxembourg and Euroclear on business days. Those systems may not be open for business on days when banks, brokers and other institutions are open for business in the United States or Brazil.

In addition, because of time-zone differences, there may be problems with completing transactions involving Clearstream, Luxembourg and Euroclear on the same business day as in the United States or Brazil. U.S. and Brazilian investors who wish to transfer their interests in the notes, or to make or receive a payment or delivery of the notes on a particular day may find that the transactions will not be performed until the next business day in Luxembourg or Brussels, depending on whether Clearstream, Luxembourg or Euroclear is used.

Clearstream, Luxembourg or Euroclear will credit payments to the cash accounts of participants in Clearstream, Luxembourg or Euroclear in accordance with the relevant systemic rules and procedures, to the extent received by its depositary. Clearstream, Luxembourg or Euroclear, as the case may be, will take any other action permitted to be taken by a registered holder under the Indenture on behalf of a Clearstream, Luxembourg or Euroclear participant only in accordance with its relevant rules and procedures.

Clearstream, Luxembourg and Euroclear have agreed to the foregoing procedures in order to facilitate transfers of the debt securities among participants of Clearstream, Luxembourg and Euroclear. However, they are under no obligation to perform or continue to perform those procedures, and they may discontinue those procedures at any time.

[Table of Contents](#)

TAXATION

The following discussion summarizes certain Cayman Islands, Brazilian and U.S. federal income considerations that may be relevant to you if you invest in the notes. This summary is based on laws, regulations, rulings and decisions now in effect in the Cayman Islands, Brazil and the United States, which, in each case, may change. Any change could apply retroactively and could affect the continued validity of this summary.

This summary does not describe all of the tax considerations that may be relevant to you or your situation, particularly if you are subject to special tax rules. You should consult your tax advisors about the tax consequences of holding the notes, including the relevance to your particular situation of the considerations discussed below, as well as of state, local and other tax laws.

Cayman Islands Tax Considerations

The following is a discussion of certain Cayman Islands income tax consequences of an investment in the notes. The discussion is a general summary of present law, which is subject to prospective and retroactive change. It is not intended as tax advice, does not consider any investor's particular circumstances, and does not consider tax consequences other than those arising under Cayman Islands law.

Payments of interest and principal on the notes will not be subject to taxation in the Cayman Islands, and no withholding will be required on the payment of interest and principal to any holder of the notes. In addition, gains derived from the disposition of the notes will not be subject to Cayman Islands income or corporation tax. The Cayman Islands currently have no income, corporation or capital gains tax and no estate duty, inheritance tax or gift tax.

No stamp duty is payable in respect of the issue of the notes. The notes themselves (if in definitive form) will be stampable if they are executed in or brought into the Cayman Islands. An instrument of transfer in respect of a note is stampable if executed in or brought into the Cayman Islands.

Fibria Finance has been incorporated under the laws of the Cayman Islands as an exempted company with limited liability and, as such, obtained on October 20, 2009 an undertaking from the Governor in Cabinet of the Cayman Islands in the following form:

**The Tax Concessions Law
1999 Revision
Undertaking as to Tax Concessions**

In accordance with Section 6 of the Tax Concessions Law (1999 Revision), the Governor in Cabinet undertakes with Fibria Overseas Finance Ltd. (the "Company").

1. That no law which is hereafter enacted in the Islands imposing any tax to be levied on profits, income, gains or appreciations shall apply to the Company or its operations;
2. In addition, that no tax to be levied on profits, income, gains or appreciations or which is in the nature of estate duty or inheritance tax shall be payable:
 - 2.1. on or in respect of the shares, debentures or other obligations of the Company; or
 - 2.2. by way of the withholding in whole or part, of any relevant payment as defined in Section 6(3) of the Tax Concessions Law (1999 Revision);

and

3. These concessions shall be for a period of twenty years from October 20, 2009.

[Table of Contents](#)

Brazilian Taxation

The following discussion is a general description of certain Brazilian tax aspects of the notes applicable to an individual, entity, trust or organization that is not resident or domiciled in Brazil for purposes of Brazilian taxation ("Non-Resident Holder") and does not purport to be a comprehensive description of all the tax aspects of the notes and does not address all of the Brazilian tax considerations relating to the acquisition, ownership and disposition of the notes applicable to any Non-Resident Holder. Therefore, each Non-Resident Holder should consult its own tax advisor concerning the Brazilian tax consequences in respect of the notes.

Investors should note that, as to the discussion below, other income tax rates or treatment may be provided for in any applicable tax treaty between Brazil and the country where the Non-Resident Holder is domiciled. Investors should also note that there is no tax treaty between Brazil and the United States. This summary does not address any tax issues that affect solely our company, such as deductibility of expenses.

Payments on the Notes made by Fibria Finance

Generally, a Non-Resident Holder is taxed in Brazil only when income is derived from Brazilian sources or gains are realized on the disposition of assets located in Brazil. In this circumstance, other income tax rates may be provided for in an applicable tax treaty between Brazil and the country of residence of the beneficiary. There is some uncertainty regarding the applicable tax treatment to payments of the principal amount by Fibria Celulose as a guarantor to Non-Resident Holders.

Therefore, based on the fact that Fibria Finance is not considered for tax purposes to be domiciled in Brazil, any income (including interest and original interest discount, or OID, if any) paid by it in respect of the notes to Non-Resident Holders will not be subject to withholding or deduction in respect of Brazilian income tax or any other taxes, duties, assessments or governmental charges in Brazil, provided that such payments are made with funds held by Fibria Finance outside of Brazil.

Sale or other Taxable Disposition of Notes

Generally, capital gains generated outside Brazil as a result of a transaction between two non-residents of Brazil with assets located in Brazil are subject to income tax in Brazil, according to Article 26 of Law No. 10,833, of December 29, 2003. Based on the fact that the notes are issued and registered abroad and, thus, will not fall within the definition of assets located in Brazil for purposes of Law No. 10,833, gains on the sale or the disposition of the notes made outside Brazil should not be subject to Brazilian taxes. However, given the general and unclear scope of this legislation and the absence of judicial guidance in respect thereof, we cannot assure prospective investors that such interpretation will prevail in the courts of Brazil.

In case the notes are deemed to be located in Brazil, gains recognized by a Non-Resident Holder from the sale or other disposition of the notes to a non-resident in Brazil or to a resident in Brazil may be subject to income tax in Brazil at a rate of 15%, or 25% if such Non-Resident Holder is located in a country that does not impose any income tax or which imposes it at a maximum rate lower than 20% ("Low or Nil Tax Jurisdiction") or in a country or location where the local legislation does not allow access to information related to the shareholding composition of legal entities, to their ownership or to the identity of the effective beneficiary of the income attributed to non-residents, unless a lower rate is provided for in an applicable tax treaty between Brazil and the country where the Non-Resident Holder has its domicile.

[Table of Contents](#)

Favorable Tax Jurisdictions

On June 4, 2010, Brazilian tax authorities enacted Normative Instruction No. 1,037 listing (1) the countries and jurisdictions considered as Low or Nil Tax Jurisdictions or where the local legislation does not allow access to information related to the shareholding composition of legal entities to their ownership or to the identity of the effective beneficiary of the income attributed to non-residents and (2) the "privileged tax regimes," which definition is provided by Law No. 11,727, of June 23, 2008. Although we believe that the best interpretation of the current tax legislation could lead to the conclusion that the above mentioned "privileged tax regime" concept should apply solely for purposes of Brazilian transfer pricing and thin capitalization rules, we cannot assure you that subsequent legislation or interpretations by the Brazilian tax authorities regarding the definition of a "privileged tax regime" provided by Law No. 11,727 will also apply to a Non-Resident Holder on payments potentially made by a Brazilian source.

We recommend that you consult your own tax advisors from time to time to verify any possible tax consequences arising of Normative Ruling No. 1,037 and Law No. 11,727.

Payments on the Notes Made by Fibria Celulose as Guarantor

If Fibria Celulose is ever required, in its capacity as guarantor, to make any payment of principal or interest under the notes to a Non-Resident Holder, the Brazilian tax authorities could attempt to impose withholding income tax at the rate of 15% or 25% (depending on the nature of the payment and the location of the Non-Resident Holder).

If Fibria Celulose is ever required, in its capacity as guarantor, to make payment of fees and commissions under the Notes, Brazilian tax authorities could try to impose (1) withholding income tax at the rate of 15% or 25% (depending on the nature of the service); (2) Contribution of Intervention in the Economic Domain (CIDE) at the rate of 10%; (3) Contribution to the Social Integration Program (PIS) and Social Contribution to Finance the Social Security (COFINS) at the total rate of 9.25%; and/or (iv) Tax on Services (ISS) at rates which may vary from 2% to 5%.

In the event Fibria Celulose is required to withhold or deduct amounts for any taxes or other governmental charges imposed by Brazil, Fibria Celulose will pay such additional amounts as are necessary to ensure that the holders of the notes receive the same amount as such holders would have received without such withholding or deduction, subject to certain exceptions. See "Description of the Notes—Payment of Additional Amounts."

Other Brazilian Tax Considerations

In addition to withholding income tax, Brazilian law imposes a Tax on Foreign Exchange Transactions (*Imposto sobre Operações de Crédito, Câmbio e Seguro, ou relativas a Títulos e Valores Mobiliários*), or IOF/Exchange, due on the conversion of *reais* into foreign currency and on the conversion of foreign currency into *reais*. Currently, the IOF/Exchange rate for almost all foreign currency exchange transactions, including foreign exchange transactions in connection with payments under the guarantee by Fibria Celulose to Non-Resident Holders, is 0.38%. The Brazilian government is permitted to increase this rate at any time up to 25%. Any such increase in rates may only apply to future foreign exchange transactions and not retroactively.

Stamp, Transfer or Similar Taxes

Generally, there are no stamp, transfer or other similar taxes in Brazil applicable to the transfer, assignment or sale of the notes outside Brazil, nor any inheritance, gift or succession tax applicable to the ownership, transfer or disposition of the notes, except for gift and inheritance taxes imposed in

[Table of Contents](#)

some states of Brazil on gifts and bequests by the Non-Resident Holder to individuals or entities domiciled or residing within such Brazilian states.

The above description is not intended to constitute a complete analysis of all Brazilian tax consequences relating to the ownership of notes. Prospective purchasers of notes should consult their own tax advisors concerning the tax consequences of their particular situations.

U.S. Federal Income Taxation

The following is a description of the principal U.S. federal income tax consequences of the acquisition, ownership, retirement or other disposition of notes by a U.S. Holder (as defined below) that acquires the Note in the initial offering at the issue price (the first price at which a substantial amount of the Notes is sold for money to investors) of the Notes and holds it as a capital asset (generally, property held for investment). This summary does not address all aspects of U.S. federal income taxation that may be applicable to a particular investor's decision to acquire, own or dispose of a Note. In particular, this summary does not address the U.S. federal income tax consequences that apply to prospective investors subject to special tax rules, such as:

- financial institutions;
- insurance companies;
- real estate investment trusts;
- regulated investment companies;
- grantor trusts;
- tax-exempt organizations;
- persons that will own notes through partnerships or other pass-through entities;
- dealers or traders in securities or currencies;
- certain former citizens or long-term residents of the United States;
- holders that will hold a note as part of a position in a straddle or as part of a hedging, conversion or integrated transaction for U.S. federal income tax purposes; or
- holders that have a functional currency other than the U.S. dollar.

Moreover, this description does not address the U.S. federal estate and gift tax or alternative minimum tax consequences of the acquisition, ownership, retirement or other disposition of notes. Each prospective purchaser should consult its tax advisor with respect to the U.S. federal, state, local and non-U.S. tax consequences of acquiring, holding and disposing of notes.

This description is based on the Internal Revenue Code of 1986, as amended, or the "Code," existing and proposed U.S. Treasury Regulations, or the "Regulations," administrative pronouncements and judicial decisions, each as available and in effect on the date hereof. All of the foregoing are subject to change, possibly with retroactive effect, or differing interpretations which could affect the tax consequences described herein.

For purposes of this description, a U.S. Holder is a beneficial owner of notes who, for U.S. federal income tax purposes, is:

- an individual who is a citizen or resident of the United States;
- a corporation (or any other entity that is treated as a corporation for U.S. federal income tax purposes) organized in or under the laws of the United States, any State thereof or the District of Columbia;

[Table of Contents](#)

- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust (1) that has a valid election in effect to be treated as a U.S. person for U.S. federal income tax purposes or (2)(a) the administration over which a U.S. court can exercise primary supervision and (b) all of the substantial decisions of which one or more U.S. persons have the authority to control.

If a partnership (or any other entity treated as a partnership for U.S. federal income tax purposes) holds notes, the tax treatment of the partnership and a partner in such partnership generally will depend on the status of the partner and the activities of the partnership. Such partner or partnership should consult its own tax advisor as to its consequences.

The notes are being issued by Fibria Finance, an entity that is disregarded as separate from Fibria Celulose for U.S. federal income tax purposes. Consequently, Fibria Celulose will be treated as the issuer and obligor of the notes for U.S. federal income tax purposes.

Effect of Certain Contingencies

Under the terms of the notes, amounts in excess of stated interest or principal may be required to be paid in certain circumstances. For example, in the event of a Change of Control, we generally would be required to repurchase the notes at 101% of their principal amount plus accrued interest (see "Description of the Notes—Purchase of Notes upon Change of Control Event"). It is possible that the Internal Revenue Service ("IRS") could assert that the payment of such excess amounts is a "contingent payment," and that the notes are therefore contingent payment debt instruments for U.S. federal income tax purposes. Under the applicable U.S. Treasury Regulations, such excess amounts should not cause the notes to be subject to special rules applicable to contingent payment debt instruments if, based on all the facts and circumstances as of the date on which the notes are issued, there is only a remote likelihood that any contingencies causing the payment of such excess amounts will occur, or if such excess amounts, in the aggregate, are considered incidental. We believe that the possibility of paying excess amounts is remote and/or that such amounts are incidental and, consequently, the notes would not be treated as contingent payment debt instruments. Our position, however, is not binding on the IRS. If the IRS successfully challenges this position, the timing and amount of income included and the character of the income recognized with respect to the Notes may be materially and adversely different from the consequences discussed herein. Investors should consult their own tax advisors regarding this issue. The remainder of this discussion assumes that the notes are not treated as contingent payment debt instruments.

Interest

Interest paid to a U.S. Holder on a note, including any additional amounts with respect thereto as described under "Description of the Notes—Payment of Additional Amounts," will be includable in such holder's gross income as ordinary interest income in accordance with such holder's usual method of tax accounting. In addition, interest on the notes will be treated as foreign source income for U.S. federal income tax purposes. Subject to certain conditions and limitations, Brazilian or other foreign taxes, if any, withheld on interest payments may be treated as foreign taxes eligible for credit against such holder's U.S. federal income tax liability. The limitation on foreign taxes eligible for the U.S. foreign tax credit is calculated separately with respect to specific "baskets" of income. Interest on the notes generally will constitute "passive category income," or, in the case of certain U.S. Holders, "general category income." As an alternative to the tax credit, a U.S. Holder may elect to deduct such taxes (the election would then apply to all foreign income taxes such U.S. Holder paid in that taxable year). The rules governing the foreign tax credit are complex. U.S. Holders are urged to consult their tax advisors regarding the availability of the foreign tax credit under their particular circumstances.

[Table of Contents](#)

Sale, Exchange, Retirement or Other Disposition

Upon the sale, exchange, retirement or other disposition of a note, a U.S. Holder will recognize taxable gain or loss equal to the difference, if any, between the amount realized on the sale, exchange, retirement or other disposition, other than accrued but unpaid interest which will be taxable as interest to the extent not previously included in income, and such U.S. Holder's adjusted tax basis in the note. A U.S. Holder's adjusted tax basis in a note generally will equal the cost of the note to such holder. Any such gain or loss will generally be capital gain or loss. For a non-corporate U.S. Holder, the maximum marginal U.S. federal income tax rate applicable to the gain will be lower than the maximum marginal U.S. federal income tax rate applicable to ordinary income (other than certain dividends) if such U.S. Holder's holding period for the notes exceeds one year (i.e., such gain is long-term capital gain). Any gain or loss realized on the sale, exchange, retirement or other disposition of a note generally will be treated as U.S. source gain or loss, as the case may be. Consequently, a U.S. Holder may not be able to claim a credit for any Brazilian or other foreign tax, if any, imposed upon a disposition of a note unless such credit can be applied (subject to applicable limitations) against tax due on other income treated as derived from foreign sources. The deductibility of capital losses is subject to limitations.

Substitution of the Issuer

Fibria Finance may, subject to certain conditions, be replaced and substituted by Fibria Celulose or any wholly owned subsidiary of Fibria Celulose as principal debtor (the "Substituted Issuer") in respect of the notes (see "Description of the Debt Securities—Substitution of Issuer of the Debt Securities" of the accompanying prospectus), which may result in certain adverse tax consequences to holders. If the Substituted Issuer is organized in a jurisdiction other than the Cayman Islands, the Substituted Issuer and Fibria Celulose will have an obligation to indemnify and hold harmless each holder and beneficial owner of the notes (a) against all taxes or duties which arise by reason of a law or regulation in effect or contemplated on the date such substitution becomes effective, which are incurred or levied against such holder or beneficial owner as a result of any substitution described under "Description of the Debt Securities—Substitution of Issuer of the Debt Securities" of the accompanying prospectus, and which would not have been so incurred or levied had such substitution not been made, and (b) against all taxes or duties which are imposed on such holder or beneficial owner of the notes by any political subdivision or taxing authority of any country in which such holder or beneficial owner of the notes resides or is subject to any such tax or duty and which would not have been so imposed had the substitution not been made, in each case subject to certain exceptions. Holders are urged to consult their tax advisors regarding any potential adverse tax consequences that may result from a substitution of Fibria Finance.

U.S. Backup Withholding Tax and Information Reporting

A backup withholding tax and information reporting requirements apply to certain payments of principal of, and interest on, an obligation and to proceeds of the sale or redemption of an obligation, to certain U.S. Holders. Information reporting generally will apply to payments of principal of, and interest on, notes, and to proceeds from the sale or redemption of, notes within the United States, or by a U.S. payor or U.S. middleman, to a U.S. Holder (other than an exempt recipient and certain other persons). The payor will be required to backup withhold on payments made within the United States, or by a U.S. payor or U.S. middleman, on a note to a U.S. Holder, other than an exempt recipient that has certified exempt status, if the holder fails to furnish its correct taxpayer identification number or otherwise fails to comply with, or establish an exemption from, the backup withholding requirements. The backup withholding tax rate is currently 28%.

Backup withholding is not an additional tax. A U.S. Holder generally will be entitled to credit any amounts withheld under the backup withholding rules against such holder's U.S. federal income tax

[Table of Contents](#)

liability and the U.S. Holder may be entitled to a refund, provided the required information is furnished to the IRS in a timely manner.

Foreign Asset Reporting

Owners of "specified foreign financial assets" with an aggregate value in excess of U.S.\$50,000 (and in some circumstances, a higher threshold), may be required to file an information report with respect to such assets with their U.S. federal income tax returns. "Specified foreign financial assets" generally include any financial accounts maintained by foreign financial institutions as well as any of the following, but only if they are not held in accounts maintained by financial institutions: (1) stocks and securities issued by non-U.S. persons, (2) financial instruments and contracts held for investment that have non-U.S. issuers or counterparties and (3) interests in foreign entities. U.S. Holders are urged to consult their tax advisors regarding their information reporting obligations, if any, with respect to their ownership and disposition of the notes.

Medicare Tax

A U.S. Holder that is an individual or estate, or a trust that does not fall into a special class of trusts that is exempt from such tax, is subject to a 3.8% tax on the lesser of (1) such U.S. Holder's "net investment income" (or undistributed "net investment income" in the case of estates and trusts) for the relevant taxable year and (2) the excess of such U.S. Holder's modified adjusted gross income for the taxable year over a certain threshold (which in the case of individuals will be between \$125,000 and \$250,000, depending on the individual's circumstances). A U.S. Holder's net investment income will generally include its gross interest income and its net gains from the disposition of the notes, unless such interest or net gains are derived in the ordinary course of the conduct of a trade or business (other than a trade or business that consists of certain passive or trading activities). If you are a U.S. Holder that is an individual, estate or trust, you are urged to consult your tax advisor regarding the applicability of this tax to your income and gains in respect of your investment in the notes.

The above description is not intended to constitute a complete analysis of all tax consequences relating to the ownership and disposition of the notes. Prospective purchasers of notes should consult their tax advisors concerning the tax consequences of their particular situations.

[Table of Contents](#)

CERTAIN EMPLOYEE BENEFIT PLAN INVESTOR CONSIDERATIONS

Subject to the considerations set forth below, the notes may be purchased and held by an employee benefit plan subject to Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA"), an individual retirement account or other plan subject to Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), or an entity whose underlying assets include assets of any such plan. A fiduciary of an employee benefit plan subject to ERISA must determine that the purchase and holding of a note is consistent with its fiduciary duties under ERISA. The fiduciary of an ERISA plan, as well as any other prospective investor subject to Section 4975 of the Code or any similar law, must also determine that its purchase and holding of the notes does not result in a non-exempt prohibited transaction as defined in Section 406 of ERISA or Section 4975 of the Code or a violation of any similar law. Each purchaser and transferee of a note who is subject to ERISA and/or Section 4975 of the Code or a similar law will be deemed to have represented by its acquisition and holding of the note that its acquisition and holding of the notes does not constitute or give rise to a nonexempt prohibited transaction under ERISA or Section 4975 of the Code, or result in a violation of any similar law.

[Table of Contents](#)

UNDERWRITING

Subject to the terms and conditions of the underwriting agreement, the underwriters named below, through their representatives Citigroup Global Markets Inc., Credit Agricole Securities (USA) Inc., Deutsche Bank Securities Inc., Goldman, Sachs & Co., and Banco Votorantim S.A., Nassau Branch, have severally but not jointly agreed to purchase from us the following respective principal amounts of notes listed opposite their name below at the public offering price less the underwriting discount set forth on the cover page of this prospectus supplement:

<u>Underwriters</u>	<u>Principal Amount of Notes</u>
Citigroup Global Markets Inc.	U.S.\$ 169,623,000
Credit Agricole Securities (USA) Inc.	143,016,000
Deutsche Bank Securities Inc.	143,016,000
Goldman, Sachs & Co.	143,016,000
Banco Votorantim S.A., Nassau Branch	1,329,000
Total	U.S.\$ 600,000,000

The underwriting agreement provides that the obligations of the several underwriters to purchase the notes offered hereby are subject to certain conditions precedent and that the underwriters will purchase all of the notes offered by this prospectus supplement if any of these notes are purchased. The underwriting agreement also provides that if an underwriter defaults, the purchase commitments of non-defaulting underwriters may also be increased or this offering may be terminated.

We have agreed to indemnify the underwriters against some specified types of liabilities, including liabilities under the Securities Act, and to contribute to payments the underwriters may be required to make in respect of any of these liabilities.

The underwriters are offering the notes, subject to prior sale, when, as and if issued to and accepted by them, subject to approval of legal matters by their counsel, including the validity of the notes, and other conditions contained in the underwriting agreement, such as the receipt by the underwriters of officer's certificates and legal opinions. The underwriters reserve the right to withdraw, cancel or modify offers to the public and to reject orders in whole or in part.

The notes are offered for sale in the United States and other jurisdictions where it is legal to make these offers. The distribution of this prospectus supplement and the accompanying prospectus, and the offering of the notes in certain jurisdictions may be restricted by law. Persons into whose possession this prospectus supplement and the accompanying prospectus come and investors in the notes should inform themselves about and observe any of these restrictions. This prospectus supplement and the accompanying prospectus do not constitute, and may not be used in connection with, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized, or in which the person making such offer or solicitation is not qualified to do so, or to any person to whom it is unlawful to make such offer or solicitation.

Purchases to cover short positions and stabilizing purchases, as well as other purchases by the underwriters for their own accounts, may have the effect of preventing or retarding a decline in the market price of the notes. They may also cause the price of the notes to be higher than the price that would otherwise exist in the open market in the absence of these transactions. The underwriters may conduct these transactions in the over-the-counter market or otherwise. If the underwriters commence any of these transactions, they may discontinue them at any time.

The underwriters have agreed that they have not offered, sold or delivered, and they will not offer, sell or deliver any of the notes, directly or indirectly, or distribute this prospectus supplement, the accompanying prospectus or any other offering material relating to the notes, in or from any jurisdiction except under circumstances that will, to the best knowledge and belief of the underwriters, after reasonable investigation, result in compliance with the applicable laws and regulations of such

[Table of Contents](#)

jurisdiction and which will not impose any obligations on Fibria Finance or Fibria Celulose except as set forth in the underwriting agreement.

None of Fibria Finance, Fibria Celulose or the underwriters have represented that the notes may be lawfully sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to an exemption, or assumes any responsibility for facilitating these sales.

The notes are a new issue of securities with no established trading market. The underwriters may make a market in the notes after completion of the offering, but will not be obligated to do so and may discontinue any market-making activities at any time without notice. No assurance can be given as to the liquidity of the trading market for the notes or that an active public market for the notes will develop. If an active public trading market for the notes does not develop, the market price and liquidity of the notes may be adversely affected.

The underwriters are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage activities. The underwriters and their affiliates have in the past performed commercial banking, investment banking and advisory services for us from time to time for which they have received customary fees and reimbursement of expenses and may, from time to time, engage in transactions with and perform services for us in the ordinary course of their business for which they may receive customary fees and reimbursement of expenses. In the ordinary course of their various business activities, the underwriters and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (which may include bank loans and/or credit default swaps) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve our securities and instruments. In addition, affiliates of some of the underwriters are lenders, and in some cases agents or managers for the lenders, under our credit facility.

The underwriters are also acting as dealer managers in the 2021 Notes Tender Offer. Certain of the underwriters may hold Fibria Finance's 2021 Notes for their own accounts and would, therefore, also be able to tender their 2021 Notes for cash pursuant to the 2021 Notes Tender Offer and receive the related premium.

Electronic Offer, Sale and Distribution of Notes

In connection with this offering, certain of the underwriters or securities dealers may distribute prospectuses by electronic means, such as e-mail. In addition, the underwriters may facilitate Internet distribution for this offering to certain of its Internet subscription customers. The underwriters may allocate a limited number of notes for sale to their online brokerage customers. A prospectus supplement in electronic format is being made available on Internet websites maintained by one or more of the lead underwriters of this offering and may be made available on websites maintained by other underwriters. Other than the prospectus supplement in electronic format, the information on any underwriter's websites and any information contained in any other websites maintained by an underwriter is not part of the prospectus supplement or the registration statement of which the related prospectus forms a part.

Conflict of Interest

Banco Votorantim S.A., Nassau Branch and Banco Votorantim Securities, Inc. are under common control with Fibria Celulose. Consequently, Banco Votorantim S.A., Nassau Branch and Banco Votorantim Securities, Inc. are deemed to have a "conflict of interest" under FINRA Rule 5121. This offering is being conducted in compliance with the applicable provisions of Rule 5121. Under Rule 5121, the appointment of a qualified independent underwriter is not necessary in connection with this offering, because the offering is of a class of securities that are rated investment grade, as defined in Rule 5121. Banco Votorantim S.A., Nassau Branch and Banco Votorantim Securities, Inc. will not

[Table of Contents](#)

confirm sales to any accounts over which they exercise discretionary authority without first receiving a written consent from those accounts.

Banco Votorantim S.A., Nassau Branch is not a broker-dealer registered with the SEC and therefore may not make any sales in the United States or to U.S. persons except in compliance with applicable U.S. laws and regulations. To the extent that Banco Votorantim S.A. Nassau Branch intends to effect sales of the notes in the United States, Banco Votorantim S.A. Nassau Branch will do so only through Banco Votorantim Securities, Inc., its selling agent, or one or more U.S. registered broker-dealers or otherwise as permitted by applicable U.S. law. Banco Votorantim S.A., Nassau Branch and Banco Votorantim Securities, Inc. are under common control with Fibria.

Selling Restrictions

Notice to Prospective Investors in the European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "Relevant Member State"), each underwriter has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "Relevant Implementation Date") it has not made and will not make an offer of notes to the public in that Relevant Member State prior to the publication of a prospectus supplement in relation to the notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, all in accordance with the Prospectus Directive, except that it may, with effect from and including the Relevant Implementation Date, make an offer of notes to the public in that Relevant Member State at any time:

- a) to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- b) to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150 natural or legal persons (other than qualified investors, as defined in the Prospectus Directive) subject to obtaining the prior consent of the representative for any such offer; or
- c) in any other circumstances which do not require the publication by us of a prospectus supplement pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer of notes to the public" in relation to any notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms for the offer and the notes to be offered so as to enable an investor to decide to purchase or subscribe the notes, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State, the expression Prospectus Directive means Directive 2003/71/EC (and amendments thereto, including the PD 2010 Amending Directive to the extent implemented in the Relevant Member State) and includes any relevant implementing measure in each Relevant Member State, and the expression 2010 PD Amending Directive means Directive 2010/73/EU.

Notice to Prospective Investors in the United Kingdom

This prospectus supplement and any other material in relation to the notes described herein is only being distributed to, and is only directed at, persons in the United Kingdom that are qualified investors within the meaning of Article 2(1)(e) of the Prospective Directive ("qualified investors") that also (i) have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended, or the Order, (ii) who fall within Article 49(2)(a) to (d) of the Order or (iii) to whom it may otherwise lawfully be communicated (all such persons together being referred to as "relevant persons"). The notes are only available to, and any invitation, offer or agreement to purchase or otherwise acquire such notes will be engaged in only with, relevant persons. This prospectus supplement and its contents

[Table of Contents](#)

are confidential and should not be distributed, published or reproduced (in whole or in part) or disclosed by recipients to any other person in the United Kingdom. Any person in the United Kingdom that is not a relevant person should not act or rely on this prospectus supplement or any of its contents.

Notice to Prospective Investors in France

Neither this prospectus supplement nor any other offering material relating to the notes described in this prospectus supplement has been submitted to the clearance procedures of the *Autorité des Marchés Financiers* or of the competent authority of another member state of the European Economic Area and notified to the *Autorité des Marchés Financiers*. The notes have not been offered or sold and will not be offered or sold, directly or indirectly, to the public in France. Neither this prospectus supplement nor any other offering material relating to the notes has been or will be:

- released, issued, distributed or caused to be released, issued or distributed to the public in France; or
- used in connection with any offer for subscription or sale of the notes to the public in France.

Such offers, sales and distributions will be made in France only:

- to qualified investors (*investisseurs qualifiés*) and/or to a restricted circle of investors (*cercle restreint d'investisseurs*), in each case investing for their own account, all as defined in, and in accordance with, articles L.411-2, D.411-1, D.411-2, D.734-1, D.744-1, D.754-1 and D.764-1 of the French *Code monétaire et financier*;
- to investment services providers authorized to engage in portfolio management on behalf of third parties; or
- in a transaction that, in accordance with article L.411-2-II-1°-or-2°-or 3° of the French *Code monétaire et financier* and article 211-2 of the General Regulations (*Règlement Général*) of the *Autorité des Marchés Financiers*, does not constitute a public offer (*appel public à l'épargne*).

The notes may be resold directly or indirectly, only in compliance with articles L.411-1, L.411-2, L.412-1 and L.621-8 through L.621-8-3 of the French *Code monétaire et financier*.

Notice to Prospective Investors in Hong Kong

The notes may not be offered or sold in Hong Kong by means of any document other than (i) in circumstances which do not constitute an offer to the public within the meaning of the Companies Ordinance (Cap. 32, Laws of Hong Kong), or (ii) to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) and any rules made thereunder, or (iii) in other circumstances which do not result in the document being a "prospectus" within the meaning of the Companies Ordinance (Cap. 32, Laws of Hong Kong) and no advertisement, invitation or document relating to the notes may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the laws of Hong Kong) other than with respect to notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) and any rules made thereunder.

Notice to Prospective Investors in Japan

The notes offered in this prospectus supplement have not been registered under the Securities and Exchange Law of Japan. The notes have not been offered or sold and will not be offered or sold, directly or indirectly, in Japan or to or for the account of any resident of Japan, except (i) pursuant to

[Table of Contents](#)

an exemption from the registration requirements of the Securities and Exchange Law and (ii) in compliance with any other applicable requirements of Japanese law.

Notice to Prospective Investors in Singapore

This prospectus supplement has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus supplement and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the notes may not be circulated or distributed, nor may the notes be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the "SFA"), (ii) to a relevant person pursuant to Section 275(1), or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA, in each case subject to compliance with conditions set forth in the SFA.

Where the notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

shares, debentures and units of shares and debentures of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the notes pursuant to an offer made under Section 275 of the SFA except

- to an institutional investor (for corporations, under Section 274 of the SFA) or to a relevant person defined in Section 275(2) of the SFA, or to any person pursuant to an offer that is made on terms that such shares, debentures and units of shares and debentures of that corporation or such rights and interest in that trust are acquired at a consideration of not less than S\$200,000 (or its equivalent in a foreign currency) for each transaction, whether such amount is to be paid for in cash or by exchange of securities or other assets, and further for corporations, in accordance with the conditions specified in Section 275 of the SFA;
- where no consideration is or will be given for the transfer; or
- where the transfer is by operation of law.

Notice to Prospective Investors in Switzerland

The notes may not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange (the "SIX") or on any other stock exchange or regulated trading facility in Switzerland. This document has been prepared without regard to the disclosure standards for issuance prospectuses under art. 652a or art. 1156 of the Swiss Code of Obligations or the disclosure standards for listing prospectuses under art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange or regulated trading facility in Switzerland. Neither this document nor any other offering or marketing material relating to the notes or the offering may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this prospectus supplement nor any other offering or marketing material relating to the offering, the issuer or the notes have been or will be filed with or approved by any Swiss regulatory authority. In particular, this prospectus supplement will not be filed with, and the offer of notes will not be supervised by, the Swiss Financial Market Supervisory Authority FINMA (the "FINMA"), and the

[Table of Contents](#)

offer of notes has not been and will not be authorized under the Swiss Federal Act on Collective Investment Schemes (the "CISA"). The investor protection afforded to acquirers of interests in collective investment schemes under the CISA does not extend to acquirers of notes.

Notice to Prospective Investors in the Dubai International Financial Centre

This prospectus supplement relates to an Exempt Offer in accordance with the Offered Securities Rules of the Dubai Financial Services Authority (the "DFSA"). This prospectus supplement is intended for distribution only to persons of a type specified in the Offered Securities Rules of the DFSA. It must not be delivered to, or relied on by, any other person. The DFSA has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The DFSA has not approved this prospectus supplement nor taken steps to verify the information set forth herein and has no responsibility for this prospectus supplement. The notes to which this prospectus supplement relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the notes offered should conduct their own due diligence on the notes. If you do not understand the contents of this prospectus supplement you should consult an authorized financial advisor.

Notice to Prospective Investors in Chile

The offer of the notes will begin on May 7, 2014 and is subject to General Rule No. 336 of the Chilean Securities Commission (*Superintendencia de Valores y Seguros de Chile, SVS*). The notes being offered are not registered in the Securities Registry (*Registro de Valores*) or the Foreign Securities Registry (*Registro de Valores Extranjeros*) of the SVS and therefore, the notes are not subject to the supervision of the SVS. As unregistered securities, we are not required to disclose public information about the notes in Chile. The notes may not be publicly offered in Chile unless they are registered in the corresponding securities registry.

La oferta de los valores comienza el 7 de Mayo del 2014 y está acogida a la NCG 336 de fecha 27 de junio de 2012 de la Superintendencia de Valores y Seguros de Chile (la SVS). La oferta versa sobre valores no inscritos en el Registro de Valores o en el Registro de Valores Extranjeros que lleva la SVS, por lo que los valores no están sujetos a la fiscalización de dicho organismo. Por tratarse de valores no inscritos, no existe obligación por parte del emisor de entregar en Chile información pública al respecto de los valores. Estos valores no pueden ser objeto de oferta pública menos que sean inscritos en el registro de valores correspondiente.

Notice to Prospective Investors in Peru

The notes and the information contained in this offering memorandum are not being publicly marketed or offered in Peru and will not be distributed or caused to be distributed to the general public in Peru. Peruvian securities laws and regulations on public offerings will not be applicable to the offering of the notes and therefore, the disclosure obligations set forth therein will not be applicable to the issuer or the sellers of the notes before or after their acquisition by prospective investors. The notes and the information contained in this offering memorandum have not been and will not be reviewed, confirmed, approved or in any way submitted to the Peruvian National Supervisory Commission of Companies and Securities (*Comisión Nacional Supervisora de Empresas y Valores*) nor have they been registered under the Securities Market Law (*Ley del Mercado de Valores*) or any other Peruvian regulations. Accordingly, the notes cannot be offered or sold within Peruvian territory except to the extent any such offering or sale qualifies as a private offering under Peruvian regulations and complies with the provisions on private offerings set forth therein. The notes have been registered with the Superintendence of Banking, Insurance and Private Pension Funds (*Superintendencia de Bancos, Seguros y Administradoras Privadas de Fondos de Pensiones*) so that they could qualify as eligible instruments and be acquired by Peruvian Private Pension Funds Administrators.

[Table of Contents](#)

Notice to Prospective Investors in the Netherlands

For selling restrictions in respect of the Netherlands, see "Notice to Prospective Investors in the European Economic Area" above and in addition:

- a) Specific Dutch selling restriction for exempt offers: Each underwriter has represented and agreed that it will not make an offer of the Notes which are the subject of the offering contemplated by this listing prospectus to the public in the Netherlands in reliance on Article 3(2) of the Prospectus Directive unless:
 - i. such offer is made exclusively to legal entities which are qualified investors (as defined in the Prospectus Directive and which includes authorized discretionary asset managers acting for the account of retail investors under a discretionary investment management contract) in the Netherlands;
 - ii. standard exemption logo and wording are disclosed as required by article 5:20(5) of the Dutch Financial Markets Supervision Act (*Wet op het financieel toezicht*, the "NLFMSA"); or
 - iii. such offer is otherwise made in circumstances in which article 5:20(5) of the NLFMSA is not applicable, provided that no such offer of the Notes shall require any Issuer or any underwriter to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expressions (i) an "offer of the Notes to the public" in relation to any Notes in the Netherlands; and (ii) "Prospectus Directive," have the meaning given to them above in the paragraph headed "Notice to Investors in the European Economic Area."

- b) Regulatory capacity to offer the Notes in the Netherlands: Each underwriter which did and does not have the requisite Dutch regulatory capacity to make offers or sales of financial instruments in the Netherlands has represented and agreed with the Issuers that it has not offered or sold and will not offer or sell any of the Notes of the relevant Issuer in the Netherlands, other than through one or more investment firms acting as principals and having the Dutch regulatory capacity to make such offers or sales.

Notice to Prospective Investors in Brazil

The notes have not been, and will not be, registered with the Brazilian Securities Commission (*Comissão de Valores Mobiliários*). Any public offering or distribution of the notes in Brazil, as defined under Brazilian laws and regulations, requires prior registration under Law No. 6,385, of December 7, 1976, as amended, and Instruction No. 400, issued by the CVM on December 29, 2003, as amended. Documents relating to an offering of the notes by this offering memorandum, as well as information contained in those documents, may not be distributed to the public in Brazil, nor be used in connection with any offer for subscription or sale of the notes to the public in Brazil. The notes may not be offered or sold in Brazil, except in circumstances that do not constitute a public offering or distribution under Brazilian laws and regulations.

Notice to Prospective Investors in Colombia

The notes will not be authorized by the Colombian Superintendency of Finance (*Superintendencia Financiera de Colombia*) and will not be registered under the Colombian National Registry of Securities and Issuers (*Registro Nacional de Valores y Emisores*), and, accordingly, the notes will not be offered or sold to persons in Colombia except in circumstances which do not result in a public offering under Colombian law.

[Table of Contents](#)

EXPENSES

We estimate our expenses in connection with this offering, other than the underwriting discount, will be as set forth in the following table.

Expense		Amount (in U.S.\$)
SEC registration fee	U.S.\$	77,280
Print and engraving expenses		43,000
Legal fees and expenses		628,007
Auditor fees and expenses		212,108
NYSE listing fees		10,000
"Road show" expenses and miscellaneous costs		978,000
Total	U.S.\$	1,948,394

All amounts in the above table are estimated and accordingly are subject to change. Some of these expenses were incurred in *reais* and were converted to U.S. dollars based on the exchange rate of R\$2.2630 to US\$1.00, which is the selling exchange rate on March 31, 2014 as reported by the Brazilian Central Bank.

[Table of Contents](#)

LEGAL MATTERS

The validity of the notes and the guarantee will be passed upon for Fibria Celulose and Fibria Finance by White & Case LLP, U.S. counsel to Fibria Celulose and Fibria Finance, and for the underwriters by Milbank, Tweed, Hadley & McCloy LLP, U.S. counsel to the underwriters.

Certain matters of Brazilian law relating to the notes and the guarantee will be passed upon for Fibria Celulose by Pinheiro Guimarães —Advogados and for the underwriters by Souza, Cescon, Barrieu & Flesch Advogados, Brazilian counsel to the underwriters.

Certain matters of Cayman Islands law will be passed upon for Fibria Finance by Walkers, Cayman Islands counsel to Fibria Celulose and Fibria Finance.

[Table of Contents](#)

EXPERTS

The financial statements and management's assessment of the effectiveness of internal control over financial reporting (which is included in Management's Report on Internal Control over Financial Reporting) incorporated in this prospectus supplement by reference to the Annual Report on Form 20-F for the year ended December 31, 2013 have been so incorporated in reliance on the report of PricewaterhouseCoopers Auditores Independentes, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting. PricewaterhouseCoopers Auditores Independentes is a member of the Regional Accounting Council (*Conselho Regional de Contabilidade—CRC*) of the State of São Paulo.

S-69

[Table of Contents](#)

SERVICE OF PROCESS AND ENFORCEMENT OF JUDGMENTS

Fibria Celulose is incorporated under the laws of Brazil. All of our directors and officers reside outside the United States. Substantially all of our assets are located in Brazil. As a result, it may not be possible (or it may be difficult) for you to effect service of process upon us or these other persons within the United States or to enforce judgments obtained in United States courts against us or them, including those predicated upon the civil liability provisions of the federal securities laws of the United States.

We have been advised by Pinheiro Guimarães—Advogados, our Brazilian counsel, that a judgment of a United States court for civil liabilities predicated upon the federal securities laws of the United States may be enforced in Brazil, subject to certain requirements described below. Our Brazilian counsel has advised that a judgment against us, our directors and officers or certain advisors named herein obtained in the United States would be enforceable in Brazil upon confirmation of that judgment by the *Superior Tribunal de Justiça* (Superior Court of Justice, or STJ). That confirmation will only occur if the U.S. judgment:

- fulfills all formalities required for its enforceability under the laws of the United States;
- is issued by a court of competent jurisdiction after proper service of process on the parties, which services must comply with Brazilian law if made in Brazil, or after sufficient evidence of the parties' absence has been given, as established pursuant to applicable law;
- is not subject to appeal;
- is for payment of a determined sum of money;
- is authenticated by a Brazilian consulate in the United States and is accompanied by a sworn translation into Portuguese; and
- does not violate Brazilian public policy, good morals or national sovereignty (as set forth in Brazilian law).

We have also been advised by our Brazilian counsel that original actions may be brought in connection with this prospectus predicated solely on the federal securities laws of the United States in Brazilian courts and that, subject to applicable law, Brazilian courts may enforce liabilities in such actions against us or the directors and officers and certain advisors named herein (provided that provisions of the federal securities laws of the United States do not contravene Brazilian public policy, good morals or national sovereignty).

In addition, we have been further advised that a plaintiff, whether Brazilian or non-Brazilian, who resides outside Brazil during the course of litigation in Brazil must provide a bond to guarantee the payment of the court expenses and the defendant's legal fees, if the plaintiff does not own real property in Brazil that could secure the payment. This bond of guarantee must have a value sufficient to satisfy the payment of court fees and defendant attorney's fees, as determined by the Brazilian judge.

The confirmation process may be time consuming and may also give rise to difficulties in enforcing the foreign judgment in Brazil. Accordingly, we cannot assure you that confirmation of any judgment would be obtained or that the confirmation process would be conducted in a timely manner.

Cayman Islands

Fibria Finance is an exempted company incorporated with limited liability under the laws of the Cayman Islands. Fibria Finance is incorporated in the Cayman Islands because of certain benefits associated with being a Cayman Islands company, such as political and economic stability, an effective judicial system, a favorable tax system, the absence of exchange control or currency restrictions and the

[Table of Contents](#)

availability of professional and support services. However, the Cayman Islands has a less developed body of securities laws as compared to the United States and provides protections for investors to a significantly lesser extent. All of Fibria Finance's assets are located outside the United States and all of Fibria Finance's directors and such persons' assets are located outside the United States. As a result, it may be difficult for investors to effect service of process within the United States upon Fibria Finance, or such persons, or to enforce against them, judgments obtained in U.S. courts, including judgments predicated upon the civil liability provisions of the securities laws of the United States or any state thereof.

In the terms and conditions of the notes, Fibria Finance has (1) agreed that the courts of the State of New York and the federal courts of the United States, in each case sitting in the Borough of Manhattan, The City of New York, will have jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with the notes and, for such purposes, will irrevocably submit to the non-exclusive jurisdiction of such courts and (2) named an agent for service of process in the Borough of Manhattan, The City of New York. See "Description of the Notes."

There is uncertainty as to whether the courts of the Cayman Islands would (1) recognize or enforce judgments of the courts of the United States or any state thereof obtained against Fibria Finance or (2) be competent to hear original actions brought in each respective jurisdiction, against the Fibria Finance or such persons predicated upon the securities laws of the United States or any state thereof. A final and conclusive judgment in federal or state courts of the United States (assuming such courts have jurisdiction over the defendant according to Cayman Islands conflict of law rules and such final and conclusive judgment was neither obtained in a manner that was contrary to natural justice or public policy of the Cayman Islands) under which a liquidated sum of money is payable, other than a sum payable in respect of taxes, fines, penalties or similar charges (or in certain circumstances for *in personam* non-monetary relief), may be subject to enforcement proceedings (subject to such enforcement not being contrary to natural justice or public policy of the Cayman Islands) by way of an action commenced on the judgment debt in the courts of the Cayman Islands.

[Table of Contents](#)

PROSPECTUS



FIBRIA CELULOSE S.A.

Debt Securities and Guarantees

Fibria Overseas Finance Ltd.

Guaranteed Debt Securities

Fibria Celulose S.A. may offer debt securities from time to time, and Fibria Overseas Finance Ltd. may offer debt securities guaranteed by Fibria Celulose S.A. from time to time, in each case, in amounts, at prices and on terms to be determined at or prior to the time of the offering. This prospectus describes the general manner in which these securities may be offered using this prospectus. We will provide specific terms and offering prices of these securities in supplements to this prospectus. You should read this prospectus and any accompanying prospectus supplement carefully before you invest.

We may offer the securities through underwriting syndicates managed or co-managed by one or more underwriters or dealers, through agents or directly to investors, on a continuous or delayed basis or through any combination of these methods. The prospectus supplement for each offering of securities will describe in detail the plan of distribution for that offering. For general information about the distribution of securities offered, you should refer to the section entitled "Plan of Distribution" in the applicable prospectus supplement. The net proceeds we expect to receive from such sale will also be set forth in a prospectus supplement.

Investing in our securities involves risks. You should carefully review the "Risk Factors" section set forth in our most recent annual report on Form 20-F, which is incorporated by reference herein, as well as in other reports we file from time to time and that we specify are incorporated by reference herein or in the applicable prospectus supplement.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The date of this prospectus is May 1, 2014.

TABLE OF CONTENTS

	<u>Page</u>
<u>ABOUT THIS PROSPECTUS</u>	<u>1</u>
<u>WHERE YOU CAN FIND MORE INFORMATION</u>	<u>2</u>
<u>INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE</u>	<u>3</u>
<u>CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS</u>	<u>4</u>
<u>FIBRIA CELULOSE</u>	<u>5</u>
<u>FIBRIA FINANCE</u>	<u>7</u>
<u>USE OF PROCEEDS</u>	<u>8</u>
<u>LEGAL OWNERSHIP OF DEBT SECURITIES</u>	<u>9</u>
<u>DESCRIPTION OF THE DEBT SECURITIES</u>	<u>11</u>
<u>DESCRIPTION OF THE GUARANTEE</u>	<u>29</u>
<u>PLAN OF DISTRIBUTION</u>	<u>30</u>
<u>VALIDITY OF SECURITIES</u>	<u>31</u>
<u>EXPERTS</u>	<u>32</u>
<u>SERVICE OF PROCESS AND ENFORCEMENT OF JUDGMENTS</u>	<u>33</u>

We are responsible for the information contained in this prospectus, any accompanying prospectus supplement and the documents incorporated by reference herein and therein. You should rely only on the information contained or incorporated by reference in this prospectus and the applicable prospectus supplement. We have not authorized anyone to provide you with different information. This prospectus may only be used where it is legal to sell these securities. You should not assume that the information in this prospectus or the applicable prospectus supplement is accurate as of any date other than the date on the front of those documents. We are not making an offer to sell these securities in any jurisdiction where the offer or sale is not permitted.

[Table of Contents](#)

ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement we filed with the Securities and Exchange Commission, or the SEC, using the "shelf" registration process. Under the shelf registration process, using this prospectus, together with a prospectus supplement, we may sell from time to time the debt securities described in this prospectus in one or more offerings. This prospectus provides you only with a general description of the debt securities that may be offered. Each time we sell securities pursuant to this prospectus, we will provide a prospectus supplement that will contain specific information about the terms of the securities being offered. The applicable prospectus supplement may include a discussion of any risk factors or other special considerations applicable to those securities or to us. The applicable prospectus supplement may also add to, update or change information contained in this prospectus and, accordingly, to the extent inconsistent, the information in this prospectus is superseded by the information in the applicable prospectus supplement. We may also add, update or change other information contained in the prospectus by incorporating by reference information we file with the SEC. You should read this prospectus, any related prospectus supplements and the related exhibits filed with the SEC, together with the additional information described under "Where You Can Find More Information" and "Incorporation of Certain Documents by Reference" before making an investment in our securities.

This prospectus contains summaries of certain provisions contained in some of the documents described herein, but reference is made to the actual documents for complete information. All of the summaries are qualified in their entirety by reference to the actual documents. Copies of the documents referred to herein have been filed, or will be filed or incorporated by reference as exhibits to the registration statement of which this prospectus is a part, and you may obtain copies of those documents as described below under "Where You Can Find More Information."

Neither the delivery of this prospectus nor any sale made under it implies that there has been no change in our affairs or that the information in this prospectus is correct as of any date after the date of this prospectus. You should not assume that the information in this prospectus, including any information incorporated in this prospectus by reference, any accompanying prospectus supplement or any free writing prospectus prepared by us, is accurate as of any date other than the date on the front of those documents. Our business, financial condition, results of operations and prospects may have changed since that date.

You should rely only on the information contained in or incorporated by reference in this prospectus or a prospectus supplement. We have not authorized anyone to provide you with different information. We are not making an offer to sell securities in any jurisdiction where the offer or sale of such securities is not permitted.

In this prospectus, unless otherwise indicated, references to:

- "Fibria Celulose" refers to Fibria Celulose S.A.;
- "Fibria," "our company," "we," "our," "ours," "us" or similar terms refer to Fibria Celulose together with its consolidated subsidiaries and jointly controlled companies;
- "Fibria Finance" refers to Fibria Overseas Finance Ltd.;
- "Brazil" refers to the Federative Republic of Brazil;
- references to the "real," "reais" or "R\$" are to the Brazilian *real*, the official currency of Brazil; and
- references to "U.S. dollars," "dollars" or "U.S. \$" are to United States dollars.

[Table of Contents](#)

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form F-3 under the U.S. Securities Act of 1933, as amended, or the Securities Act, relating to the securities offered by this prospectus. This prospectus, which is part of the registration statement, does not contain all of the information set forth in the registration statement and the exhibits and schedules to the registration statement. For further information pertaining to us, we refer you to the registration statement and the exhibits and schedules filed as part of the registration statement. Statements contained or incorporated by reference in this prospectus regarding the contents of any contract or other document are not necessarily complete, and, where the contract or other document is an exhibit to the registration statement or incorporated or deemed to be incorporated by reference, each of these statements is qualified in all respects by the provisions of the actual contract or other document. If a document has been filed as an exhibit to the registration statement, we refer you to the copy of the document that has been filed. We file reports, including annual reports on Form 20-F, and other information with the SEC pursuant to the rules and regulations of the SEC that apply to foreign private issuers.

The registration statement, including exhibits and schedules thereto, and any other materials we may file with the SEC, including our annual and other reports filed and/or furnished to the SEC under the U.S. Securities Exchange Act of 1934, as amended, or the Exchange Act, may be inspected without charge, at the following location of the SEC:

Public Reference Room
100 F Street, N.E.
Room 1580
Washington, D.C. 20549

In addition, the SEC maintains an Internet web site at <http://www.sec.gov>, from which you can electronically access the registration statement and its exhibits.

[Table of Contents](#)

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The SEC allows us to "incorporate by reference" information into this prospectus. This means that we can disclose important information to you by referring you to another document filed separately with the SEC. The information incorporated by reference is considered to be a part of this prospectus, except for any information superseded by information that is included directly in this prospectus or incorporated by reference subsequent to the date of this prospectus.

We incorporate by reference into this prospectus the following documents listed below, which we have already filed with or furnished to the SEC:

- our annual report on Form 20-F for the fiscal year ended December 31, 2013, which we filed with the SEC on February 28, 2014 (File No. 001-15018), which we refer to as our 2013 Annual Report;
- any future annual reports on Form 20-F that we file with the SEC after the date of this prospectus and prior to the termination of the offering of the securities offered by this prospectus;
- our current report on Form 6-K furnished to the SEC on April 24, 2014 (File No. 001-15018), containing our unaudited consolidated interim financial statements as of March 31, 2014 and for the three-month periods ended March 31, 2014 and 2013, which we refer to as our First Quarter Form 6-K;
- our current report on Form 6-K furnished to the SEC on May 1, 2014 (File No. 001-15018), containing a statement regarding the computation of our ratio of earnings to fixed charges; and
- any future reports on Form 6-K that we submit to the SEC after the date of this prospectus that are identified in such reports as being incorporated by reference in this prospectus.

You may request a copy of any and all of the information that has been incorporated by reference into this prospectus and that has not been delivered with this prospectus, at no cost, by writing or telephoning us at Alameda Santos, 1357—6th floor, 01419-908, São Paulo, SP, Brazil, telephone +55 11 2138-4565.

[Table of Contents](#)

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements related to our plans, expectations regarding future events, business strategies and prospects that are subject to risks and uncertainties. Some of the matters discussed concerning our business operations and financial performance include forward-looking statements within the meaning of the Securities Act and the Exchange Act.

We have based these forward-looking statements largely on our current expectations and estimates about future events and financial trends, which affect or may affect our businesses and results of operations. Although we believe that these forward-looking statements are based upon reasonable assumptions, these statements are subject to several risks and uncertainties and are made in light of information currently available to us. It is possible that our future performance may differ materially from our current assessments due to a number of factors, including the following:

- our direction and future operation;
- the implementation of our principal operating strategies, including our potential participation in acquisition or joint venture transactions or other investment opportunities;
- general economic, political and business conditions, both in Brazil and in our principal export markets;
- industry trends and the general level of demand for, and change in the market prices of, our products;
- existing and future governmental regulation, including tax, labor, pension and environmental laws and regulations and import tariffs in Brazil and in other markets in which we operate or to which we export our products;
- the competitive nature of the industry in which we operate;
- our level of capitalization, including the levels of our indebtedness and overall leverage;
- the cost and availability of financing;
- compliance with the covenants contained in the instruments governing our indebtedness;
- the implementation of our financing strategy and capital expenditure plans;
- interest rate fluctuations, inflation and fluctuations in currency exchange rates, including the Brazilian *real* and the U.S. Dollar;
- legal and administrative proceedings to which we are or may become a party;
- the volatility of the prices of the raw materials we sell or purchase to use in our business;
- other statements included or incorporated in this prospectus that are not historical; and
- other risk factors discussed under "Item 3. Key Information—Risk Factors" of our most recent annual report on Form 20-F, which annual report is incorporated by reference herein.

The words "believe," "may," "could," "will," "should," "would," "estimate," "continue," "plan," "anticipate," "intend," "expect" and similar words are intended to identify estimates and forward-looking statements. Estimates and forward-looking statements speak only as of the date they were made, and we undertake no obligation to update or to review any estimate and/or forward-looking statement because of new information, future events or other factors. Estimates and forward-looking statements involve risks and uncertainties and are not guarantees of future performance. Our future results may differ materially from those expressed in these estimates and forward-looking statements. In light of the risks and uncertainties described above, the estimates and forward-looking statements discussed in this prospectus might not occur and our future results and our performance may differ materially from those expressed in these forward-looking statements due to, inclusive of, but not limited to, the factors mentioned above. As a result of these risks and uncertainties, investors should not base their decisions to invest in this offering on these estimates or forward-looking statements.

[Table of Contents](#)

FIBRIA CELULOSE

We are the world's largest producer of market pulp, according to the independent consulting firm Hawkins Wright and the Pulp and Paper Products Council, or the PPPC, with an annual aggregate pulp production capacity of approximately 5.3 million tons. This represented 28% of the world demand for bleached eucalyptus kraft market pulp, or BEKP, in 2013, according to the PPPC.

We believe that our BEKP production costs are among the lowest in the world. During the three-month period ended March 31, 2014, our pulp cash production cost per ton, including logistics, was 12% less than the average in Brazil, the most competitive market for BEKP, and in the year ended December 31, 2013, it was 5% less than the average in Brazil, according to Hawkins Wright. This important competitive advantage is principally due to: (1) our economies of scale, (2) advanced forestry techniques in managing the planting, maintenance and harvesting of our forests; (3) modern industrial plants using state-of-the-art technology; (4) the comparatively short harvest cycle of our trees; and (5) the relative low-cost of our raw materials, including electricity and chemicals.

We produce BEKP in three pulp mills, which are located in the States of Espírito Santo, Mato Grosso do Sul and São Paulo. In addition, we have a 50% interest in Veracel Celulose S.A., or Veracel, a joint venture with the Swedish-Finnish company Stora Enso OYJ, which operates a pulp mill in the State of Bahia. In 2013, we produced 5,258 kilotons of pulp (including 50.0% of Veracel's pulp production) and recorded consolidated net revenues of R\$6,917 million.

Our forestry base is broad and diversified. We have certified quality, environmental, occupational health and safety and forest management systems, and all of our units have been certified by the Forest Stewardship Council® (FSC®) and Cerflor/PEFC. As of March 31, 2014, we had total forestry land of 961.7 thousand hectares (owned, leased or held in partnership) located in six Brazilian states, including (1) 556.8 thousand hectares planted with eucalyptus, which we expect will supply almost all of the wood we require for our cellulose production, and (2) 346.2 thousand hectares of conservation areas with native vegetation, or preserved areas.

We are the controlling shareholder of Portocel Terminal Especializado de Barra do Riacho S.A., or Portocel, in which we hold a 51% interest. Portocel operates a specialized terminal of Barra do Riacho, located three kilometers from our Aracruz mill in the State of Espírito Santo, and it is a port from which we export a portion of our cellulose production.

The export market is the principal destination for our production; our export sales volume accounted for 90.2% during the three-month period ended March 31, 2014 and 91.4% in the year ended December 31, 2013 of our total cellulose sale volumes. During the three-month period ended March 31, 2014, 46% of our total sales volume was exported to Europe, 26% to Asia, 19% to North America and the remaining 9% was sold in Latin America (including Brazil), as compared to 42%, 22%, 26% and 10%, respectively, in the corresponding period in 2013. In 2013, Europe was the principal region for our exports of cellulose, with 39% of our cellulose volume sold, followed by North America with 28%, Asia with 25% and Latin America (including Brazil) with 9%.

Our strategy is to concentrate our sales in the markets for tissue paper and specialized papers, which generally present less volatility compared to the markets for printing and writing papers. In 2013, approximately 53% of the cellulose volume we sold was used by our customers to produce tissue paper, approximately 30% to produce printing and writing paper and approximately 17% to produce specialized papers.

Our joint-controlling shareholders are Votorantim Industrial S.A., or VID, and BNDES Participações S.A., or BNDESPar, which are also our largest shareholders and together hold 59.8% of our total voting capital. VID is a holding company for industrial assets of the Votorantim Group, one of the largest private conglomerates in Brazil, and BNDESPar, an investment arm of the Brazilian

[Table of Contents](#)

National Bank for Economic and Social Development (*Banco Nacional do Desenvolvimento*), invests in various segments of the Brazilian economy.

Fibria Celulose is incorporated under the laws of Brazil under the name Fibria Celulose S.A., as a publicly-held stock corporation with unlimited duration, operating under the Brazilian corporate law. Our headquarters and principal executive offices are located at Alameda Santos, 1357, 6th floor, 01419-908, São Paulo, SP, Brazil, and our telephone number is +55 11 2138-4565. Our website address is www.fibria.com.br/ir. Information contained on our website is, however, not incorporated by reference in, and should not be considered as part of this prospectus, or any accompanying prospectus supplement.

[Table of Contents](#)

FIBRIA FINANCE

Fibria Finance is a 100%-owned finance subsidiary of Fibria Celulose. Fibria Finance is a finance company, and its business is to issue debt securities to fund the activities of Fibria Celulose and its subsidiaries and affiliates. Fibria Finance is an exempted company which was incorporated with limited liability under the laws of the Cayman Islands on October 9, 2009 with unlimited duration. The registered office of Fibria Finance is at the offices of Intertrust Corporate Services (Cayman) Limited, 190 Elgin Avenue, George Town, Grand Cayman KY1-9005, Cayman Islands and its principal executive office is located at Alameda Santos, 1357, 6th floor, 01419-908, São Paulo, SP, Brazil. Fibria Finance was registered with Company No. 231879 by the Registrar of Companies of the Cayman Islands on October 9, 2009.

[Table of Contents](#)

USE OF PROCEEDS

Fibria Celulose

Unless otherwise indicated in any accompanying prospectus supplement, Fibria Celulose intends to use the net proceeds from the sale of its debt securities for general corporate purposes, including to repay debt.

Fibria Finance

Unless otherwise indicated in any accompanying prospectus supplement, Fibria Finance intends to on-lend the net proceeds from the sale of the debt securities to Fibria Celulose and its subsidiaries for their general corporate purposes, including to repay debt.

[Table of Contents](#)

LEGAL OWNERSHIP OF DEBT SECURITIES

In this prospectus and in any applicable prospectus supplement, when we refer to the "holders" of debt securities as being entitled to specified rights or payments, we mean only the actual legal holders of the debt securities. While you will be the holder if you hold a security registered in your name, more often than not the registered holder will actually be a broker, bank, other financial institution or, in the case of a global security, a depositary. Our obligations, as well as the obligations of the trustee, any registrar, any depositary and any third parties employed by us or the other entities listed above, run only to persons who are registered as holders of our debt securities, except as may be specifically provided for in a contract governing the debt securities. For example, once we make a payment to the registered holder, we have no further responsibility for the payment even if that registered holder is legally required to transfer the payment to you as a street name customer but does not do so.

Street Name and Other Indirect Holders

Holding debt securities in accounts with banks or brokers is known as holding in "street name." If you hold our debt securities in street name, we will recognize only the bank or broker, or the financial institution that the bank or broker uses to hold the debt securities, as a holder. These intermediary banks, brokers, other financial institutions and depositaries transfer to you, as an indirect holder, principal, interest and other payments, if any, on the debt securities, either because they agree to do so in their customer agreements or because they are legally required to do so. This means that if you are an indirect holder, you will need to coordinate with the institution through which you hold your interest in a security in order to determine how the provisions involving holders described in this prospectus and any applicable prospectus supplement will actually apply to you. For example, if the debt security in which you hold a beneficial interest in street name can be repaid at the option of the holder, you cannot redeem it yourself by following the procedures described in the prospectus supplement relating to that debt security. Instead, you would need to cause the institution through which you hold your interest to take those actions on your behalf. Your institution may have procedures and deadlines different from or additional to those described in this prospectus and any applicable prospectus supplement.

If you hold our debt securities in street name or through other indirect means, you should check with the institution through which you hold your interest in our debt securities to find out, among other things:

- how it handles payments and notices with respect to the debt securities;
- whether it imposes fees or charges;
- how it handles voting, if applicable;
- how and when you should notify it to exercise on your behalf any rights or options that may exist under the debt securities;
- whether and how you can instruct it to send you debt securities registered in your own name so you can be a direct holder; and
- how it would pursue rights under the debt securities if there were a default or other event triggering the need for holders to act to protect their interests.

Global Securities

A global security is a special type of indirectly held security. If we issue debt securities in the form of global securities, the ultimate beneficial owners can only be indirect holders. We do this by requiring that the global security be registered in the name of a financial institution we select and by requiring that the debt securities included in the global security not be transferred to the name of any other

[Table of Contents](#)

direct holder unless the special circumstances described below occur. The financial institution that acts as the sole direct holder of the global security is called the "depositary." Any person wishing to own a security issued in global form must do so indirectly through an account with a broker, bank or other financial institution that in turn has an account with the depositary. The applicable prospectus supplement will indicate whether the debt securities will be issued only as global securities.

As an indirect holder, your rights relating to a global security will be governed by the account rules of your financial institution and of the depositary, as well as general laws relating to securities transfers. We will not recognize you as a holder of the debt securities and instead will deal only with the depositary that holds the global security.

You should be aware that if our debt securities are issued only in the form of global securities:

- you cannot have the debt securities registered in your own name;
- you cannot receive physical certificates for your interest in the debt securities;
- you will be a street name holder and must look to your own bank or broker for payments on the debt securities and protection of your legal rights relating to the debt securities;
- you may not be able to sell interests in the debt securities to some insurance companies and other institutions that are required by law to own their debt securities in the form of physical certificates;
- the depositary's policies will govern payments, transfers, exchanges and other matters relating to your interest in the global security. We, the trustee and any registrar have no responsibility for any aspect of the depositary's actions or for its records of ownership interests in the global security. We, the trustee and any registrar also do not supervise the depositary in any way; and
- the depositary will require that interests in a global security be purchased or sold within its system using same-day funds for settlement.

In a few special situations described below, a global security representing our debt securities will terminate and interests in it will be exchanged for physical certificates representing the debt securities. After that exchange, the choice of whether to hold debt securities directly or in street name will be up to you. You must consult your bank or broker to find out how to have your interests in the debt securities transferred to your name, so that you will be a direct holder.

Unless we specify otherwise in the applicable prospectus supplement, the special situations in which a global security representing our debt securities will terminate are:

- the depositary has notified us that it is unwilling or unable to continue as depositary for such global security or the depositary ceases to be a clearing agency registered under the Exchange Act, as amended, at a time when such depositary is required to be so registered in order to act as depositary, and, in each case, we do not or cannot appoint a successor depositary within 90 days; or
- any of the notes has become immediately due and payable in accordance with "Description of the Debt Securities—Events of Default."

The applicable prospectus supplement may also list additional situations for terminating a global security that would apply only to the particular series of debt securities covered by that prospectus supplement. When a global security terminates, the depositary (and not us, the trustee or any registrar) is responsible for deciding which institutions will be the initial direct holders.

[Table of Contents](#)

DESCRIPTION OF THE DEBT SECURITIES

The following briefly summarizes the material provisions of the debt securities and the indentures that will govern the debt securities, other than pricing and related terms and other terms that will be disclosed in the applicable prospectus supplement. You should read the more detailed provisions of the applicable indenture, including the defined terms, for provisions that may be important to you. You should also read the particular terms of your series of debt securities, which will be described in more detail in the applicable prospectus supplement. This summary is subject to, and qualified in its entirety by reference to, the provisions of such indenture, the debt securities and the prospectus supplement relating to each series of debt securities. In this summary, references to "Fibria Celulose" mean Fibria Celulose S.A. only and do not include any of our subsidiaries.

Indentures

Any debt securities that we issue will be governed by a document called an indenture. The indenture is a contract entered into between the issuer, the guarantor, if applicable, and a trustee, currently Deutsche Bank Trust Company Americas. The trustee under an indenture has two main roles:

- first, the trustee can enforce your rights against us if we default on our obligations under the indenture or the debt securities, although there are some limitations on the extent to which the trustee acts on your behalf that are described under "—Events of Default"; and
- second, the trustee performs administrative duties for us, such as sending payments and notices to you.

Fibria Celulose will issue debt securities under an indenture we refer to as the Fibria Celulose indenture. Fibria Finance will issue debt securities guaranteed by Fibria Celulose under an indenture we refer to as the Fibria Finance indenture.

Each of the Fibria Celulose and Fibria Finance indentures and their associated documents contain the full legal text of the matters described in this section. We have agreed in each indenture that New York law governs the indenture and the debt securities. We have filed a copy of the Fibria Celulose and Fibria Finance indentures with the SEC as exhibits to our registration statement. We have consented in each indenture to the non-exclusive jurisdiction of any U.S. federal or New York state court sitting in the borough of Manhattan in the City of New York, New York, United States and any appellate court from any thereof.

Types of Debt Securities

Together or separately, we may issue as many distinct series of debt securities under our indentures as are authorized by the corporate bodies that are required under applicable law and our corporate organizational documents to authorize the issuance of debt securities. Specific issuances of debt securities will also be governed by a supplemental indenture, an officer's certificate or a document evidencing the authorization of any such corporate body. This section summarizes material terms of the debt securities that are common to all series of debt securities and to each of the Fibria Celulose and Fibria Finance indentures, unless otherwise indicated in this section and in the prospectus supplement relating to a particular series of debt securities.

Because this section is a summary, it does not describe every aspect of the debt securities. This summary is subject to and qualified in its entirety by reference to all the provisions of the indentures, including the definition of various terms used in the indentures. For example, we describe the meanings for only the more important terms that have been given special meanings in the indentures. Whenever we refer to defined terms of the indentures in this prospectus or in any prospectus supplement, those defined terms are incorporated by reference herein or in such prospectus supplement.

Table of Contents

We may issue the debt securities at par (or with a small discount), at a premium or as original issue discount securities, which are debt securities that are offered and sold at a substantial discount to their stated principal amount. We may also issue the debt securities as indexed securities or securities denominated in currencies other than the U.S. dollar, currency units or composite currencies, as described in more detail in the prospectus supplement relating to any such debt securities. We will describe the U.S. federal income tax consequences and any other special considerations applicable to original issue discount, indexed or foreign currency debt securities in the applicable prospectus supplement.

In addition, the material financial, legal and other terms particular to a series of debt securities will be described in the prospectus supplement relating to that series. Those terms may vary from the terms described here. Accordingly, this summary also is subject to and qualified by reference to the description of the terms of the series of debt securities described in the applicable prospectus supplement.

In addition, the prospectus supplement will state whether we will list the debt securities of the series on any stock exchange or exchanges and, if so, which ones.

Form, Exchange and Transfer

The debt securities will be issued, unless otherwise indicated in the applicable prospectus supplement, in fully registered form without interest coupons and in minimum denominations of US\$2,000 and any integral multiples of US\$1,000 thereof.

You may have your debt securities broken into more debt securities of smaller authorized denominations or combined into fewer debt securities of larger authorized denominations, as long as the total principal amount is not changed. This is called an exchange.

You may exchange or transfer your registered debt securities at the office of the trustee. The trustee will maintain an office in New York, New York. The trustee acts as our agent for registering debt securities in the names of holders and transferring registered debt securities. The entity performing the role of maintaining the list of registered holders is called the "**security registrar**." It will also register transfers of the registered debt securities.

You will not be required to pay a service charge to transfer or exchange debt securities, but you may be required to pay any tax or other governmental charge associated with the registration of transfer or exchange. The transfer or exchange of a registered debt security will only be made if you have duly endorsed the debt security or provided the security registrar with a written instrument of transfer satisfactory in form to the security registrar.

If we designate additional transfer agents, they will be named in the applicable prospectus supplement. We may cancel the designation of any particular transfer agent. Fibria Celulose may also approve a change in the office through which any transfer agent acts or choose to act as our transfer agent.

If the debt securities are redeemable and we redeem less than all of the debt securities of a particular series, we may block the transfer or exchange of debt securities in order to freeze the list of holders to prepare the mailing during the period beginning 15 days before the day we mail the notice of redemption and ending on the day of that mailing. We may also refuse to register transfers or exchanges of debt securities selected for redemption. However, we will continue to permit transfers and exchanges of the unredeemed portion of any debt security being partially redeemed.

[Table of Contents](#)

Payment and Paying Agents

If your debt securities are in registered form, we will pay interest to you if you are a direct holder listed in the trustee's records at the close of business on a particular day in advance of each due date for interest, even if you no longer own the security on the interest due date. That particular day is called the "**regular record date**" and will be stated in the applicable prospectus supplement.

We will pay interest, principal (and premium, if any) and any other money due on global registered debt securities pursuant to the applicable procedures of the depository or, if the debt securities are not in global form, at our office or agency maintained for that purpose in New York, New York. We may also choose to pay interest by mailing checks. Upon application by a holder to the specified office of the trustee or any paying agent not less than 10 business days before the due date for any payment in respect of a debt security, such payment may be made by transfer to a U.S. dollar account maintained by the holder with a bank in New York City. We may also arrange for additional payment offices, and we may cancel or change our use of these offices, including our use of the trustee's corporate trust office. These offices are called "**paying agents**." We may appoint paying agents outside the United States for a specific issuance of securities. We may also choose to act as our own paying agent.

Regardless of who acts as paying agent, all money that we pay as principal, premium or interest to a paying agent, or then held by us in trust, that remains unclaimed at the end of two years after the amount is due to a direct holder will, subject to any unclaimed property laws, be repaid to us or (if then held in trust) discharged from trust. After that two-year period, direct holders may look only to us for payment and not to the trustee, any other paying agent or anyone else.

Street name and other indirect holders should consult their banks or brokers for information on how they will receive payments.

Notices

We and the trustee will send notices only to direct holders, using their addresses as listed in the registrar's records. In addition, if the debt securities of a series are listed on a securities exchange, we will provide notice to the holders in accordance with the applicable rules of such exchange.

Modification and Waiver

Each indenture provides several categories of changes that can be made to the indenture and the debt securities issued under that indenture. Such changes may or may not require the consent of the holders, as described below.

Changes Requiring Each Holder's Approval

Each indenture provides that there are changes to the indenture that cannot be made without the approval of each holder of the outstanding debt securities affected thereby. Those types of changes include:

- reduce the rate of interest on any debt security or extend the stated maturity of any payment of interest on any debt security;
- reduce the principal amount of any debt security or extend the stated maturity of any payment of principal of (and premium, if any, on) any debt security;
- reduce the amount payable upon the redemption of any debt security or change the time at which any debt security may be redeemed;
- a change in the currency of any payment on a debt security or its place of payment;
- an impairment of the holder's right to sue for payment of any amount due on a debt security;

[Table of Contents](#)

- a waiver of specified defaults in payment of principal of (and premium, if any, on) and interest on a debt security;
- in the case of the Fibria Finance indenture, amend any provisions of the payment obligations under guarantees in a manner that would materially and adversely affect the holders;
- a reduction in the percentage in principal amount of the outstanding debt securities the consent of the holders of which is needed to modify or amend the indenture or a debt security or waive compliance with various provisions of the indenture; and
- make any change in the amendment or waiver provisions which require each holder's consent.

Changes Not Requiring Approval

Each indenture provides that there are changes to the indenture that do not require any approval by holders of outstanding debt securities under that indenture. Those types of changes include:

- to cure any ambiguity, defect or inconsistency in the indenture or the debt securities;
- to comply with the covenant described under the caption "—Certain Covenants of Fibria Celulose—Mergers and Similar Transactions";
- to evidence and provide for the acceptance of an appointment by a successor trustee;
- to provide for any guarantee of the debt securities, to secure the debt securities or to confirm and evidence the release, termination or discharge of any guarantee of or Lien securing the debt securities when such release, termination or discharge is permitted by the indenture;
- to provide for or confirm the issuance of additional debt securities; or
- to make any other change that does not materially, adversely affect the rights of any holder or to conform the indenture to this "Description of the Debt Securities" or the "Description of the Notes" in the applicable prospectus supplement.

Changes Requiring Majority Approval

Each indenture provides that other changes to the indenture and the outstanding debt securities under the indenture requires the approval by the holders of debt securities that together represent a majority of the outstanding principal amount of the particular series affected. This approval would also be required for us to obtain a waiver of all or part of any covenants described below under "—Certain Covenants of Fibria Celulose" or in the applicable prospectus supplement, for us to obtain a waiver of a past default, or to rescind or annul a declaration of acceleration with respect to debt securities of any series before a judgment or decree for payment of the money due has been obtained by the trustee if subject to the conditions described in "Events of Default—Remedies Upon an Event of Default." The required approval must be given by written consent. However, we cannot obtain a waiver of a payment default or any other aspect of an indenture or the debt securities issued under that indenture described above under "—Changes Requiring Each Holder's Approval" unless we obtain the consent of all holders of the debt securities issued under that indentures to the waiver.

Further Details Concerning Voting

Debt securities will not be considered outstanding, and therefore the holders of those debt securities will not be eligible to vote or take other action under the applicable indenture, if we have deposited or set aside in trust for the holders money for their payment or redemption. Debt securities will also not be eligible to vote or take other action under the applicable indenture if they have been defeased as described under "—Defeasance and Discharge." Debt securities held by Fibria Celulose, Fibria Finance or their affiliates are not considered outstanding.

[Table of Contents](#)

We will generally be entitled to set any day as a record date for the purpose of determining the holders of outstanding debt securities that are entitled to vote or take other action under the applicable indenture. In limited circumstances, the trustee, and not Fibria Celulose or Fibria Finance, will be entitled to set a record date for action by holders. If a record date is set for a vote or other action to be taken by holders of a particular series, that vote or action may be taken only by persons who are holders of outstanding debt securities of that series on the record date and must be taken within 180 days following the record date or another period that we or, if it sets the record date, the trustee may specify. This period may be shortened or lengthened (but not beyond 180 days).

Street name and other indirect holders should consult their banks or brokers for information on how approval may be granted or denied if we seek to change the indenture or the debt securities or request a waiver.

Redemption

Unless otherwise indicated in the applicable prospectus supplement, your debt security will not be entitled to the benefit of any sinking fund; that is, we will not deposit money on a regular basis into any separate custodial account to repay your debt securities. In addition, other than as set forth in "—Optional Tax Redemption" below, unless otherwise specified in the applicable prospectus supplement, we will not be entitled to redeem your debt security before its stated maturity.

If the applicable prospectus supplement specifies a redemption date, it will also specify one or more redemption prices, which may be expressed as a percentage of the principal amount of your debt security or by reference to one or more formulae used to determine the redemption price. It may also specify one or more redemption periods during which the redemption prices relating to a redemption of debt securities during those periods will apply.

If the applicable prospectus supplement specifies a redemption commencement date, we may redeem your debt security at our option at any time on or after that date. If we redeem your debt security, we will do so at the specified redemption price, together with interest accrued to the redemption date. If different prices are specified for different redemption periods, the price we pay will be the price that applies to the redemption period during which your debt security is redeemed. If less than all of the debt securities are redeemed at any time, (1) the particular debt securities to be redeemed will be chosen by the trustee in compliance with the requirements governing redemptions of the principal securities exchange, if any, on which debt securities of the applicable series are listed or if such securities exchange has no requirement governing redemption or the debt securities of the applicable series are not then listed on a securities exchange, on a *pro rata* basis or by lot (or, in the case of debt securities issued in global form, subject to the applicable procedures of the depositary), and (2) the trustee will authenticate and deliver to the holder of such debt securities without service charge, a new debt security or securities of the same series and of like tenor, of any authorized denomination as requested by such holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the debt security so surrendered. If debt securities of any series are redeemed in part, the remaining outstanding amount of any debt security of that series must be at least equal to U.S.\$2,000 and be an integral multiple of U.S.\$1,000.

In the event that we exercise an option to redeem any debt securities, we will give to the trustee and the holders written notice of the principal amount of the debt securities to be redeemed, not less than five business days nor more than 60 business days before the applicable redemption date. We will give the notice in the manner described above under "—Notices."

[Table of Contents](#)

Optional Tax Redemption

Unless otherwise indicated in the applicable prospectus supplement, we will have the option to redeem, in whole but not in part, any series of debt securities if:

- as a result of a change in, or amendment to, any laws or regulations:
 - in the case of a series of debt securities issued by Fibria Celulose under the Fibria Celulose indenture or guaranteed by Fibria Celulose under the Fibria Finance indenture, Fibria Celulose or any successor has or will become obligated to pay additional amounts, as described below under "—Payment of Additional Amounts," with respect to that series of debt securities or the related guarantee in excess of the additional amounts that Fibria Celulose or any successor would pay if payments in respect of that series of debt securities or the guarantee were subject to deduction or withholding for Brazilian Taxes (as defined under "—Payment of Additional Amounts") at a rate of (1) 15% generally in case of any taxes imposed by Brazil, or (2) 25% in case of taxes imposed by Brazil on amounts paid to residents of countries which do not impose any income tax or which impose it at a maximum rate lower than 20% or where the laws of that country or location impose restrictions on the disclosure of (x) shareholding composition; (y) the ownership of the investment; or (z) the beneficial ownership of income paid to non-resident persons, pursuant to Law No. 9,779, dated January 19, 1999; or
 - in the case of a series of debt securities issued by Fibria Finance under the Fibria Finance indenture, Fibria Finance or any successor has or will become obligated to pay additional amounts with respect to that series of debt securities in respect of deduction or withholding for Cayman Islands Taxes (as defined under "—Payment of Additional Amounts");

in any such case, as a result of such change in, or amendment to, such laws or regulations that occur on or after the date of the indenture for the applicable series of debt securities in the jurisdiction in which Fibria Celulose or Fibria Finance or their respective successors, as applicable, are incorporated or any political subdivision or governmental authority thereof or therein having power to tax; and

- the obligation cannot be avoided by Fibria Celulose or Fibria Finance or their respective successors, as applicable, after taking reasonable measures to avoid it. For this purpose, "reasonable" measures do not include any change in the jurisdiction of incorporation or organization or location of the principal executive office or registered office of Fibria Celulose or Fibria Finance or their respective successors, as applicable.

If the debt securities are redeemed, the redemption price for the debt securities (other than original issue discount debt securities) will be equal to the principal amount of the debt securities being redeemed and any applicable premium plus accrued interest due on the date fixed for redemption. The redemption price for original issue discount debt securities will be specified in the applicable prospectus supplement for such debt securities. Furthermore, we must give you between five business days and 60 business days' notice before redeeming the debt securities (except in the case of debt securities that have a variable rate of interest, which may be redeemed on any interest payment date).

Open Market Purchases

Subject to any restrictions described in the applicable prospectus supplement, we or our affiliates may at any time purchase debt securities from investors who are willing to sell from time to time, either in the open market at prevailing prices or in private transactions at negotiated prices. Debt securities that we or they purchase may, in our discretion, be held, resold or canceled, but will only be resold in compliance with applicable requirements or exemptions under the relevant securities laws.

[Table of Contents](#)

Payment of Additional Amounts

Unless otherwise indicated in the applicable prospectus supplement, all payments in respect of the debt securities issued thereunder and the related guarantee, if any, will be made without withholding or deduction for or on account of any present or future taxes, duties, assessments, or other governmental charges of whatever nature imposed or levied by or on behalf of (i) Brazil ("**Brazilian Taxes**"), (ii) the Cayman Islands (in the case of securities issued under the Fibria Finance indenture) ("**Cayman Islands Taxes**"), or (iii) any other jurisdiction or political subdivision thereof in which Fibria Finance (in the case of securities issued under the Fibria Finance indenture), Fibria Celulose or any successor thereto is organized or incorporated, as applicable, or is a resident for tax purposes having power to tax (a "**Relevant Taxing Jurisdiction**"), unless Fibria Celulose or Fibria Finance, as applicable, is compelled by law to deduct or withhold such taxes, duties, assessments or governmental charges. In such event, Fibria Celulose or Fibria Finance, as applicable, will pay to each holder such additional amounts as may be necessary in order that every net payment made by Fibria Celulose or Fibria Finance, as applicable, on each debt security of that series or the related guarantee after deduction or withholding for or on account of any Brazilian Taxes or Cayman Islands Taxes, as the case may be, will not be less than the amount then due and payable on such debt security or the related guarantee. Notwithstanding the foregoing, neither Fibria Celulose nor Fibria Finance will have to pay additional amounts:

- i. to, or to a third party on behalf of, a holder or beneficial owner who is liable for such taxes, duties, assessments or governmental charges in respect of such debt security by reason of its having some present or former connection with a Relevant Taxing Jurisdiction, other than the mere holding of the debt security and the receipt of payments with respect to the debt security or the related guarantee;
- ii. in respect of any tax, assessment or other governmental charge that would not have been so imposed but for the presentation by a holder for payment on a date more than 30 days after the date on which such payment became due and payable or the date on which payment thereof is made, whichever occurs later;
- iii. in respect of any tax, duty, assessment or other governmental charge to the extent that such tax, duty, assessment or other governmental charge would not have been imposed but for the failure of a holder or beneficial owner to comply with any certification, identification or other reporting requirements concerning the nationality, residence, identity or connection with a Relevant Taxing Jurisdiction, if (a) such compliance is required or imposed by law as a precondition to exemption from all or a part of such tax, duty, assessment or other governmental charge and (b) Fibria Celulose or Fibria Finance, as applicable, has given the holders at least 30 days' notice that holders will be required to comply with such requirement;
- iv. in respect of any estate, inheritance, gift, sales, transfer, excise or personal property or similar tax, assessment or governmental charge;
- v. where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to any law implementing or complying with, or introduced in order to conform to, any European Union Directive on the taxation of savings;
- vi. in respect of any tax, assessment or other governmental charge that would have been avoided by such holder presenting the relevant debt security (if presentation is required) or requesting that such payment be made to another paying agent, if applicable, in a member state of the European Union;
- vii. in respect of any tax, assessment or other governmental charge that is payable other than by deduction or withholding from payments of principal of (and premium, if any, on) or interest on the debt security of the applicable series; or

[Table of Contents](#)

viii. in respect of any combination of the above.

Notwithstanding anything to the contrary in the preceding paragraph, Fibria Celulose, Fibria Finance and any paying agent, the trustee, the principal paying agent or any other person will be entitled to make any deduction or withholding without any liability, and will not be required to pay any additional amounts with respect to any such deduction or withholding, imposed on or in respect of any note pursuant to Section 1471 through Section 1474 of the Code ("FATCA"), any treaty, law, regulation or other official guidance enacted by any jurisdiction in which we are organized, or in which payments on the notes are made, or any successor jurisdiction or any political subdivision or authority therein or thereof having power to tax (each such jurisdiction, a "**Taxing Jurisdiction**"), implementing FATCA, or any agreement between us, the trustee, the principal paying agent or a paying agent and the United States, a Taxing Jurisdiction, or any authority of any of the foregoing implementing FATCA.

The applicable prospectus supplement may describe additional circumstances in which we would not be required to pay additional amounts.

The debt securities are subject in all cases to any tax, fiscal or other law or regulation or administrative or judicial interpretation. Except as specifically provided above, neither Fibria Celulose nor Fibria Finance will be required to make a payment with respect to any tax, assessment or governmental charge imposed by any government or a political subdivision or taxing authority thereof or therein.

Fibria Celulose or Fibria Finance will pay any present or future stamp, court or documentary taxes or any other excise or property taxes, charges or similar levies that arise in any jurisdiction from the execution, delivery, registration or the making of payments in respect of the debt securities and the guarantee, excluding any such taxes, charges or similar levies imposed by any jurisdiction outside of Brazil or the Cayman Islands, as the case may be, other than those resulting from, or required to be paid in connection with, the enforcement of the debt securities and the guarantee following the occurrence of any default or Event of Default.

No additional amounts will be paid with respect to a payment on any debt security or the guarantee to a holder that is a fiduciary or partnership or other than the sole beneficial owner of such payment to the extent a beneficiary or settlor with respect to such fiduciary or a member of such partnership or beneficial owner would not have been entitled to receive payment of the additional amounts had the beneficiary, settlor, member or beneficial owner been the holder of the debt securities or the related guarantee.

Any reference in this prospectus or the applicable prospectus supplement, the applicable indenture or the debt securities to principal of (and premium, if any, on) or interest on the debt securities or the guarantees by Fibria Celulose, or Fibria Finance, as applicable, will be deemed to include any additional amount, unless the context requires otherwise, that may be payable in respect of such principal (and premium, if any, on), or interest.

Certain Covenants of Fibria Celulose

Mergers and Similar Transactions

Unless otherwise specified in the applicable prospectus supplement, Fibria Celulose will covenant that Fibria Celulose will not consolidate with or merge with or into, or convey, transfer or lease all or substantially all of its assets (determined on a consolidated basis of Fibria Celulose and its subsidiaries) to, any person unless:

- the person formed by such consolidation or into which Fibria Celulose is merged (if other than Fibria Celulose) or the person that acquires by conveyance, transfer or lease all or substantially all of the properties or assets of Fibria Celulose, which we refer to as the "**successor person**,"

[Table of Contents](#)

will expressly assume, by a supplemental indenture to the applicable indenture, all obligations of Fibria Celulose under the applicable indenture and the debt securities or guarantee, as applicable, issued under that indenture;

- immediately after giving effect to such transaction, no Event of Default with respect to any debt security issued under the applicable indenture will have occurred and be continuing; and
- Fibria Celulose has delivered to the trustee under the applicable indenture:
 - a certificate signed by an executive officer of Fibria Celulose stating that such consolidation, merger, conveyance, transfer or lease complies with this covenant and that all relevant conditions precedent provided in the applicable indenture have been complied with; and
 - an opinion of counsel stating that such consolidation, merger, conveyance, transfer or lease complies with this covenant and that all relevant conditions precedent provided in the applicable indenture have been complied with.

Upon any consolidation, merger, conveyance or transfer in accordance with these conditions, the successor person will succeed to, and be substituted for, and may exercise every right and power of, Fibria Celulose under the debt securities or guarantee of Fibria Celulose, as applicable, with the same effect as if the successor person had been named as the issuer or guarantor, as applicable, of the debt securities issued under the applicable indenture.

If the conditions described above are satisfied, Fibria Celulose will not need to obtain the consent of the holders in order to merge or consolidate or convey, transfer or lease all or substantially all of its properties or assets to any other person. Also, Fibria Celulose will not need to satisfy these conditions if Fibria Celulose enters into other types of transactions, including the following:

- any transaction in which Fibria Celulose acquires the stock or assets of another person;
- any transaction that involves a change of control of Fibria Celulose, but in which Fibria Celulose does not merge or consolidate; and
- any transaction in which Fibria Celulose sells or otherwise disposes of less than substantially all of its assets.

Limitation on Liens

Unless otherwise specified in the applicable prospectus supplement, Fibria Celulose will covenant that for so long as any debt securities remain outstanding under the applicable indenture, Fibria Celulose will not, and will not permit any Significant Subsidiary to, create or suffer to exist any Lien upon any of its property or assets now owned or hereafter acquired by it or on any Capital Stock of any Significant Subsidiary securing any Indebtedness of Fibria Celulose or any Significant Subsidiary, other than a Permitted Lien, without in any such case effectively providing that the outstanding debt securities (together with, if Fibria Celulose so determines, any other Indebtedness of Fibria Celulose) are secured equally and ratably with or prior to such secured Indebtedness for so long as such Indebtedness is so secured. For the definitions of capitalized terms used in this paragraph, see "—Certain Defined Terms."

"Permitted Liens" means:

- (1) any Lien existing on the date of the applicable indenture, and any extension, renewal or replacement (and any subsequent extensions, renewals or replacements) thereof or of any Lien referred to in clauses (2), (3), (4) or (11) below; *provided, however,* that the aggregate principal amount of Indebtedness so secured is not increased, other than any increase reflecting premiums, fees and expenses in connection with such extension, renewal or replacement;

[Table of Contents](#)

- (2) any Lien on any property or assets (including Capital Stock of any person) securing Indebtedness incurred solely for purposes of financing the acquisition, construction or improvement of such property or assets including related transaction fees and expenses after the date of the applicable indenture; *provided* that (a) the aggregate principal amount of Indebtedness secured by the Liens will not exceed (but may be less than) the cost (*i.e.*, purchase price) of the property or assets so acquired, constructed or improved and (b) the Lien is incurred before, or within 365 days after the completion of, such acquisition, construction or improvement and does not encumber any other property or assets of Fibria Celulose or any Significant Subsidiary;
- (3) any Lien securing Indebtedness for the purpose of financing all or part of the cost of the acquisition, construction or development of a project; *provided* that (a) the Lien in respect of such Indebtedness is limited to assets (including Capital Stock of the project entity), rights and/or revenues of such project, (b) the aggregate principal amount of Indebtedness secured by the Liens will not exceed (but may be less than) the cost (*i.e.*, purchase price) of the project, and (c) the Lien is incurred before, or within 365 days after the completion of, that acquisition, construction or development and does not apply to any other property or assets of Fibria Celulose or any Significant Subsidiary;
- (4) any Lien existing on any property or assets of any person before that person's acquisition by, merger into or consolidation with Fibria Celulose or any Subsidiary after the date of the applicable indenture; *provided* that (a) the Lien is not created in contemplation of or in connection with such acquisition, merger or consolidation, (b) the Indebtedness secured by the Liens may not exceed the Indebtedness secured on the date of such acquisition, merger or consolidation, in each case, taking into account any accrued interest or monetary variation, (c) the Lien will not apply to any other property or assets of Fibria Celulose or any of its Subsidiaries and (d) the Lien will secure only the Indebtedness that it secures on the date of such acquisition, merger or consolidation;
- (5) any Lien imposed by law that was incurred in the ordinary course of business, including carriers', warehousemen's and mechanics' liens and other similar encumbrances arising in the ordinary course of business, in each case for sums not yet due or being contested in good faith by appropriate proceedings;
- (6) any pledge or deposit made in connection with workers' compensation, unemployment insurance or other similar social security legislation, any deposit to secure appeal bonds in proceedings being contested in good faith to which Fibria Celulose or any Subsidiary is a party, good faith deposits in connection with bids, tenders, contracts (other than for the payment of Indebtedness) or leases to which Fibria Celulose or any Subsidiary is a party or deposits for the payment of rent, in each case made in the ordinary course of business;
- (7) any Lien in favor of issuers of surety bonds or letters of credit issued pursuant to the request of and for the account of Fibria Celulose or any Subsidiary in the ordinary course of business;
- (8) any Lien securing taxes, assessments and other governmental charges, the payment of which are not yet due or are being contested in good faith by appropriate proceedings and for which such reserves or other appropriate provisions, if any, have been established as required by GAAP;
- (9) minor defects, easements, rights-of-way, restrictions and other similar encumbrances incurred in the ordinary course of business and encumbrances consisting of zoning restrictions, licenses, restrictions on the use of property or assets or minor imperfections in title that do not materially impair the value or use of the property or assets affected thereby, and any leases and subleases of real property that do not interfere with the ordinary conduct of the business

[Table of Contents](#)

of Fibria Celulose or any Subsidiary, and which are made on customary and usual terms applicable to similar properties;

- (10) any rights of set-off of any person with respect to any deposit account of Fibria Celulose or any Subsidiary arising in the ordinary course of business and not constituting a financing transaction;
- (11) any Lien granted to secure borrowings from, directly or indirectly, (a) Banco Nacional de Desenvolvimento Econômico e Social—BNDES, Banco do Nordeste do Brasil S.A. or any other Brazilian governmental development bank or credit agency or (b) any international or multilateral development bank, government-sponsored agency, export-import bank or agency, or official export-import credit insurer;
- (12) any Liens securing obligations under hedging agreements not for speculative purposes;
- (13) any Lien on the inventory or receivables and related assets of Fibria Celulose or any Subsidiary securing the obligations of such person under any lines of credit or working capital facility or in connection with any structured export or import financing or other trade transaction; *provided* that the aggregate amount of receivables securing Indebtedness will not exceed (a) with respect to transactions secured by receivables from export sales, 80% of Fibria Celulose's consolidated gross revenues from export sales for the most recently concluded period of four consecutive fiscal quarters; or (b) with respect to transactions secured by receivables from domestic sales, 80% of such Person's consolidated gross revenues from sales for the most recently concluded period of four consecutive fiscal quarters; *provided, further*, that Advance Transactions will not be deemed transactions secured by receivables for purpose of the above calculation;
- (14) Liens securing obligations owed by any Subsidiary of Fibria Celulose to Fibria Celulose or one or more Subsidiaries of Fibria Celulose and/or Fibria Celulose to one or more such Subsidiaries; and
- (15) in addition to the foregoing Liens set forth in clauses (1) through (14) above or otherwise permitted by this covenant, Liens securing Indebtedness of Fibria Celulose or any Subsidiary (including, without limitation, guarantees of Fibria Celulose or any Subsidiary) that does not in aggregate principal amount, at any time of determination, exceed 10.0% of Consolidated Total Assets.

For the avoidance of doubt, a Permitted Lien need not be permitted solely by reference to a single clause permitting such Lien, but may be permitted in part by such clause and in part by one or more other clauses of the definition of Permitted Lien.

You should consult the prospectus supplement relating to your debt securities for further information about these covenants and whether they are applicable to your debt securities.

Substitution of Issuer of the Debt Securities

Without the consent of any holder of the applicable series of debt securities, (a) Fibria Finance may be substituted by (x) Fibria Celulose or (y) any Wholly-owned Subsidiary of Fibria Celulose and (b) Fibria Celulose may be substituted by any Wholly-owned Subsidiary of Fibria Celulose, as principal debtor in respect of such series of debt securities (in that capacity, the "**Substituted Issuer**"); *provided* that the following conditions are satisfied:

- (1) such documents will be executed, (a) in the case of the Fibria Finance indenture, by the Substituted Issuer, Fibria Finance, Fibria Celulose and the trustee as may be necessary to give full effect to the substitution, including a supplemental indenture under which the Substituted Issuer assumes all of the obligations of Fibria Finance under the indenture and the applicable

[Table of Contents](#)

series of debt securities and, unless Fibria Celulose is the Substituted Issuer or Fibria Celulose's then-existing guarantee remains in full force and effect, a substitute guarantee issued by Fibria Celulose in respect of the applicable series of debt securities or (b) in the case of the Fibria Celulose indenture, by the Substituted Issuer, Fibria Celulose and the trustee as may be necessary to give full effect to the substitution, including a supplemental indenture under which (i) the Substituted Issuer assumes all of the obligations of Fibria Celulose under the indenture and the applicable series of debt securities and (ii) the covenants and events of default under the indenture and the applicable series of debt will continue to apply to Fibria Celulose in respect of the applicable series of debt securities as if no such substitution had occurred and (iii) Fibria Celulose fully, unconditionally and irrevocably guarantees to each holder of the applicable series of debt securities the payment of all sums payable under the indenture and the applicable series of debt securities by the Substituted Issuer as such principal debtor (collectively, the "**Substitution Documents**");

- (2) if the Substituted Issuer is organized in a jurisdiction other than (x) the Cayman Islands (in the case of the Fibria Finance indenture), or (y) Brazil (in the case of the Fibria Celulose indenture), the Substitution Documents will contain covenants (i) to ensure that each holder of the applicable series of debt securities has the benefit of a covenant in terms corresponding to the obligations of Fibria Finance or Fibria Celulose, as applicable, in respect of the payment of additional amounts (but replacing references to the Cayman Islands or Brazil, as applicable, with references to such other jurisdiction) and (ii) to indemnify each holder and beneficial owner of the applicable series of debt securities against all taxes or duties that (a) arise by reason of a law or regulation in effect or contemplated on the effective date of the substitution that are incurred or levied against such holder or beneficial owner of the applicable series of debt securities as a result of the substitution and that would not have been so incurred or levied had the substitution not been made, and (b) are imposed on such holder or beneficial owner of the applicable series of debt securities by any political subdivision or taxing authority of any country in which such holder or beneficial owner of the debt securities resides or is subject to any such tax or duty and that would not have been so imposed had the substitution not been made;
- (3) Fibria Finance or Fibria Celulose, as applicable, will deliver, or cause the delivery, to the trustee opinions from internationally recognized counsel in the jurisdiction of organization of the Substituted Issuer and the State of New York as to the enforceability of the Substitution Documents, as well as an officer's certificate as to compliance with the provisions described under this section;
- (4) the Substituted Issuer will appoint a process agent in the Borough of Manhattan in The City of New York to receive service of process on its behalf in relation to any legal action or proceedings arising out of or in connection with the applicable series of debt securities, the applicable indenture and the Substitution Documents;
- (5) no Event of Default under the applicable indenture has occurred or is continuing; and
- (6) the substitution will comply with all applicable requirements under the laws of the jurisdiction of organization of the Substituted Issuer, the Cayman Islands (in the case of the Fibria Finance indenture) and Brazil (in the case of the Fibria Celulose indenture).

Upon the execution of the Substitution Documents, any substitute guarantees and compliance with the other conditions in the applicable indenture relating to the substitution, (i) the Substituted Issuer will be deemed to be named in the applicable series of debt securities as the principal debtor in place of Fibria Finance or Fibria Celulose (or any previous substitute), as applicable; (ii) in the case of the Fibria Finance indenture, Fibria Finance (or any previous substitute) will be released from all of its obligations under the applicable series of debt securities and the indenture; and (iii) in the case of the

[Table of Contents](#)

Fibria Celulose Indenture, Fibria Celulose (or any previous substitute) will be released from its obligations under the applicable series of debt securities and the applicable indenture, but Fibria Celulose shall provide a guarantee in respect of the applicable series of debt securities and remain subject to the covenants and events of default under the applicable series of debt securities and applicable indenture as if no substitution had occurred.

Not later than 10 business days after the execution of the Substitution Documents, the Substituted Issuer will give notice thereof to the holders of the applicable series of debt securities.

Defeasance and Discharge

The following discussion of full defeasance and covenant defeasance will apply to your series of debt securities.

Full Defeasance

Fibria Celulose and Fibria Finance (in the case of securities issued under the Fibria Finance indenture) will be legally released from any payment and other obligations on the debt securities of the applicable series, except for various obligations described below (such release is referred to as "**full defeasance**"), *provided* that Fibria Celulose or Fibria Finance, as applicable, in addition to other actions, puts in place the following arrangements for you to be repaid:

- Fibria Celulose or Fibria Finance, as applicable, must irrevocably deposit in trust for your benefit and the benefit of all other direct holders of the debt securities of the applicable series a combination of money and non-callable U.S. government or U.S. government agency debt securities or bonds that, in the opinion of an internationally recognized firm of independent public accountants or investment bank, will generate enough cash without consideration of any reinvestment to make interest, principal (and premium, if any) and any other payments on the debt securities of the applicable series on their various due dates.
- Fibria Celulose or Fibria Finance, as applicable, must deliver to the trustee a legal opinion of counsel, based upon a ruling by the U.S. Internal Revenue Service or upon a change in applicable U.S. federal income tax law, confirming that under then-current U.S. federal income tax law Fibria Celulose or Fibria Finance, as applicable, may make the above deposit without causing you to be taxed on the debt securities of the applicable series any differently than if Fibria Celulose or Fibria Finance, as applicable, did not make the deposit and instead repaid the debt securities itself of the applicable series.

If Fibria Celulose or Fibria Finance ever accomplished full defeasance as described above, you would have to rely solely on the trust deposit for repayment on the debt securities of the applicable series. You could not look to Fibria Celulose or Fibria Finance for repayment in the unlikely event of any shortfall. However, even if Fibria Celulose or Fibria Finance takes these actions, a number of our obligations relating to the debt securities of the applicable series will remain, including to register the transfer and exchange of debt securities and to replace mutilated, destroyed, lost or stolen debt securities.

Covenant Defeasance

Fibria Celulose or Fibria Finance, as applicable, can make the same type of deposit described above and be released from all or some of the covenants and certain Events of Default that apply to the debt securities of that particular series. This is called "**covenant defeasance**." In that event, you would lose the protection of those covenants but would gain the protection of having money and debt securities set aside in trust to repay the debt securities of that series. In order to achieve covenant defeasance, Fibria Celulose or Fibria Finance, as applicable, would be required to take all of the steps

[Table of Contents](#)

described above under "—Full Defeasance," except that the opinion of counsel would not have to refer to a change in United States Federal income tax laws or a ruling from the United States Internal Revenue Service.

If Fibria Celulose or Fibria Finance, as applicable, were to accomplish covenant defeasance, the following provisions of the indenture and/or the debt securities of the applicable series would no longer apply:

- certain covenants applicable to the series of debt securities described herein and in the applicable prospectus supplement; and
- the second Event of Default described below under "—Events of Default—What Is an Event of Default?".

If Fibria Celulose or Fibria Finance, as applicable, accomplishes covenant defeasance, you would still be able to look to it for repayment of the debt securities of the applicable series if there were a shortfall in the trust deposit. If any event of default occurs and the debt securities of the applicable series become immediately due and payable, there may be such a shortfall. Depending on the event causing the default, you may not be able to obtain payment of the shortfall.

Ranking

The applicable prospectus supplement will indicate whether the debt securities of a particular series are subordinated to any of our other debt obligations. If they are not subordinated, they will rank equally with all our other unsecured and unsubordinated indebtedness. Unsecured debt securities will effectively be subordinated to our secured indebtedness.

Events of Default

Each indenture provides that you will have rights if you hold debt securities issued under that indenture and an event of default occurs under that indenture and is not cured or waived, as described later in this subsection and as may be specified in the applicable prospectus supplement.

What Is an Event of Default?

Each indenture provides that the term "**Event of Default**" with respect to any series of debt securities means any of the following, unless otherwise specified in the applicable prospectus supplement:

- (1) failure to pay any interest on any of the debt securities of that series on the date when due, which failure continues for a period of 30 days; or failure to pay any principal of (including premium, if any, on) any of the debt securities of that series on the date when due upon its Stated Maturity, upon redemption, or otherwise.
- (2) Fibria Celulose or Fibria Finance (in the case of securities issued under the Fibria Finance indenture) fails to comply with any of its other covenants or agreements in respect of the debt securities of that series or the applicable indenture (other than those referred to in the foregoing clause (1)) and such failure continues for a period of 60 days after Fibria Celulose or Fibria Finance, as applicable, receives a notice of default from the trustee or holders of 25% of the principal amount of the outstanding debt securities of the affected series;
- (3) Fibria Celulose pursuant to or within the meaning of any Bankruptcy Law: (1) commences a voluntary case or files a request or petition for a writ of execution to initiate bankruptcy proceedings or have itself adjudicated as bankrupt; (2) applies for or consents to the entry of an order for relief against it in an involuntary case; (3) applies for or consents to the appointment of a custodian of it or for any substantial part of its property; (4) makes a

[Table of Contents](#)

general assignment for the benefit of its creditors; (5) proposes or agrees to an accord or composition in bankruptcy between itself and its creditors; or (6) files for a reorganization of its debts (judicial or extrajudicial recovery); or

(4) A court of competent jurisdiction enters an order or decree under any Bankruptcy Law that: (1) is for relief against Fibria Celulose in an involuntary case; (2) appoints a custodian of Fibria Celulose or for any substantial part of the property of Fibria Celulose; (3) orders the winding up or liquidation of Fibria Celulose; (4) adjudicates Fibria Celulose as bankrupt or insolvent; (5) ratifies an accord or composition in bankruptcy between Fibria Celulose and the respective creditors thereof; or (6) grants a judicial or extrajudicial recovery to Fibria Celulose, and in the case of any of (1) through (6), the order or decree remains unstayed and in effect for 60 days.

An event of default for a particular series of debt securities does not necessarily constitute an event of default for any other series of debt securities issued under the applicable indenture, although the default and acceleration of one series of debt securities may trigger a default and acceleration of another series of debt securities.

Fibria Celulose or Fibria Finance (in the case of securities issued under the Fibria Finance indenture) will furnish to the trustee within 120 days after the end of our fiscal year every year a written statement of certain of its officers or directors, as the case may be, that will either certify that, to their knowledge, it is in compliance with the applicable indenture and the debt securities of each series issued thereunder or specify any default.

Remedies upon an Event of Default

Except as provided in the next sentence, if an event of default has occurred and has not been cured, the trustee may, or at the written request of holders of not less than 25% in principal amount of the outstanding debt securities of the applicable series will, declare all unpaid principal of (and premium, if any, on) and accrued and unpaid interest on all debt securities of that series to be due and payable immediately, and upon any such declaration, such amounts will become immediately due and payable. If an event of default occurs because of a bankruptcy, insolvency or reorganization relating to Fibria Celulose, the unpaid principal of (and premium, if any, on) and accrued and unpaid interest on the debt securities under the applicable indenture will be automatically accelerated, without any declaration or action by the trustee or any holder.

Each of the situations described above is called an acceleration of maturity. If the maturity of the debt securities of any series is accelerated and a judgment for payment has not yet been obtained, the holders of a majority in aggregate principal amount of the outstanding debt securities of that series may cancel the acceleration of the debt securities of that series, *provided* that (1) Fibria Celulose or Fibria Finance, as applicable, has paid or deposited with the trustee under the applicable indenture a sum sufficient to pay (a) all overdue interest on all of the debt securities of the applicable series, (b) the principal of (and premium, if any, on) any debt securities of the applicable series that has become due (other than amounts due solely because of the acceleration), (c) interest upon overdue interest on such overdue interest as provided in the applicable indenture and supplemental indenture (to the extent that payment of this interest is lawful), and (d) all sums paid or advanced by the trustee under the applicable indenture and the reasonable compensation, expenses, disbursements and advances of the trustee, its agents and counsel, and (2) all other Events of Default with respect to the debt securities of the applicable series have been cured or waived, other than the nonpayment of principal that has become due solely because of acceleration.

The trustee is not required under any of the indentures to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties under the applicable indenture, or in the exercise of any of its rights or powers, if the trustee has reasonable grounds for

[Table of Contents](#)

believing that repayment of the funds or adequate security and/or indemnity against such risk or liability is not assured to it.

Before you bypass the trustee and bring your own lawsuit or other formal legal action or take other steps to enforce your rights or protect your interests relating to the debt securities of any series, the following must occur:

- you must give the trustee under the applicable indenture written notice that an event of default has occurred and remains uncured;
- the holders of not less than 25% in principal amount of the outstanding debt securities of that series must make a written request that the trustee take action because of the default, and they or other holders must offer to the trustee security and/or indemnity reasonably satisfactory to the trustee against the costs, expenses and liabilities to be incurred in taking that action;
- the trustee must not have taken action for 60 days after the above steps have been taken; and
- during those 60 days, the holders of a majority in principal amount of the outstanding debt securities of the applicable series must not have given the trustee directions that are inconsistent with the written request of the holders that the trustee take action because of the default.

However, under each indenture, you are entitled at any time to bring a lawsuit for the payment of money due on your debt security on or after its due date if it has not been paid in full by Fibria Celulose or Fibria Finance, as applicable.

Street name and other indirect holders should consult their banks or brokers for information on how to give notice or direction to or make a request of the trustee and how to declare or cancel a declaration of acceleration.

Waiver of Past Default

The holders of not less than a majority in principal amount of the debt securities of any series may waive any past default for the debt securities of that series, except for payment defaults and other defaults that cannot be waived without the consent of each holder. If this happens, the default will be treated as if it had not occurred.

Street name and other indirect holders should consult their banks or brokers for information on how to give notice or direction to or make a request of the trustee and how to waive a default.

Certain Defined Terms

The following is a summary of certain defined terms used in each of the Fibria Celulose and Fibria Finance indentures. Reference is made to the relevant indenture for the full definition of all such terms as well as other capitalized terms used in this section of this prospectus for which no definition is provided.

"Advance Transaction" means an advance from a financial institution involving either (1) a foreign exchange contract (ACC—*Adiantamento sobre Contrato de Câmbio*) or (2) an export contract (ACE—*Adiantamento sobre Contrato de Exportação*).

"Capital Lease Obligations" means, with respect to any person, any obligation which is required to be classified and accounted for as a capital lease on the face of a balance sheet of such person prepared in accordance with GAAP; the amount of such obligation will be the capitalized amount thereof, determined in accordance with GAAP; and the **"Stated Maturity"** thereof will be the date of the last payment of rent or any other amount due under such lease prior to the first date upon which such lease may be terminated by the lessee without payment of a penalty.

[Table of Contents](#)

"Capital Stock" means, with respect to any person, any and all shares of stock, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated, whether voting or non-voting), such person's equity including any preferred stock, but excluding any debt securities convertible into or exchangeable for such equity.

"Consolidated Total Assets" means the total amount of assets of Fibria Celulose and its Subsidiaries as set forth in the most recent financial statements delivered by Fibria Celulose to the trustee in accordance with the terms of the applicable indenture, after giving *pro forma* effect to any acquisition or disposition of companies, divisions, lines of businesses, operations or assets by Fibria Celulose and its Subsidiaries subsequent to such date and on or prior to the date of determination.

"CVM" means the Brazilian Securities Commission (*Comissão de Valores Mobiliários*).

"Event of Default" is has the meaning specified in "Description of the Debt Securities—Event of Default."

"GAAP" means, as elected from time to time by Fibria Celulose, (1) collectively, the accounting principles prescribed by Brazilian Corporate Law, the rules and regulations issued by the applicable regulators, including the CVM, as well as technical releases issued the Brazilian Institute of Accountants (*Instituto Brasileiro de Contadores*), (2) International Financial Reporting Standards, or (3) accounting practices generally accepted in the United States, in each case, as in effect from time to time.

"guarantee" means any obligation, contingent or otherwise, of any person directly or indirectly guaranteeing any Indebtedness or other obligation of any person and any obligation, direct or indirect, contingent or otherwise, of such person (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation of such person (whether arising by virtue of partnership arrangements, or by agreement to keep-well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement conditions or otherwise) or (b) entered into for purposes of assuring in any other manner the obligee of such Indebtedness or other obligation of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part); *provided, however,* that the term "guarantee" will not include endorsements for collection or deposit in the ordinary course of business. The term "guarantee" used as a verb has a corresponding meaning.

"Hedging Obligations" at any date of determination means the net amount, exclusive of any commissions or administrative fees, that a Person would be obligated to pay upon the termination of any interest rate swap agreement, foreign currency exchange agreement, interest rate collar agreement, option, forward or futures contract or other similar agreement or arrangement designed to protect such person against changes in interest rates or foreign exchange rates.

"Indebtedness" means, with respect to any person (a **"Debtor"**), without duplication:

- (a) the principal of (and premium, if any, on) (1) indebtedness of such person for money borrowed and (2) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such person is responsible or liable (but excluding trade accounts payable or other short-term obligations to suppliers or customers payable within 360 days, in each case arising in the ordinary course of business);
- (b) all Capital Lease Obligations of such person;
- (c) all obligations of such person issued or assumed as the deferred purchase price of property, all conditional sale obligations of such person and all obligations of such person under any title retention agreement (but excluding trade accounts payable or other short-term obligations to suppliers or customers payable within 360 days, in each case arising in the ordinary course of business);

[Table of Contents](#)

- (d) all obligations of such person for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction (other than obligations with respect to letters of credit securing obligations (other than obligations described in clauses (a) through (c) above) entered into in the ordinary course of business of such person to the extent such letters of credit are not drawn upon or, if and to the extent drawn upon, such drawing is reimbursed no later than the tenth business day following receipt by such person of a demand for reimbursement following payment on the letter of credit);
- (e) all Hedging Obligations;
- (f) all obligations of the type referred to in clauses (a) through (d) above of other persons and all dividends of other persons for the payment of which, in either case, such person is responsible or liable, directly or indirectly, as obligor, guarantor or otherwise, including by means of any guarantee (other than obligations of other persons that are customers or suppliers of such person for which such person is or becomes so responsible or liable in the ordinary course of business to (but only to the extent that such person does not, or is not required to, make payment in respect thereof); and
- (g) all obligations of the type referred to in clauses (a) through (e) above of other persons secured by any Lien on any property or asset of such Debtor other than the Capital Stock of such other person (whether or not such obligation is assumed by such Debtor), the amount of such obligation being deemed to be the lesser of the value of such property or assets or the amount of the obligation so secured;

if and to the extent any of the preceding items (other than letters of credit and Hedging Obligations) would appear as a liability upon a balance sheet of the specified person prepared in accordance with GAAP.

"investment" means, with respect to any person, any loan or advance to, any acquisition of Capital Stock, equity interest, obligation or other security of, or capital contribution or other investment in, such person.

"Lien" means any mortgage, pledge, security interest, conditional sale or other title retention agreement or other similar lien.

"Significant Subsidiary" means any Subsidiary of Fibria Celulose which at the time of determination either (1) had assets which, as of the date of Fibria Celulose's most recent quarterly consolidated balance sheet, constituted at least 10% of Fibria Celulose's total assets on a consolidated basis as of such date, or (2) had revenues for the 12-month period ending on the date of Fibria Celulose's most recent quarterly consolidated statement of operations which constituted at least 10% of Fibria Celulose's total revenues on a consolidated basis for such period.

"Stated Maturity" when used with respect to any debt security or any installment of principal thereof or interest thereon, means the date specified in such debt security as the fixed date on which the principal of such debt security or such installment of principal or interest is due and payable.

"Subsidiary" means any corporation, association, partnership or other business entity of which more than 50% of the total voting power of shares of Capital Stock or other interests (including partnership interests) entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by (a) Fibria Celulose, (b) Fibria Celulose and one or more Subsidiaries or (c) one or more Subsidiaries.

"Wholly-owned Subsidiary" means a Subsidiary of which at least 95% of the Capital Stock (other than directors' qualifying shares) is owned by Fibria Celulose or another Wholly-owned Subsidiary.

[Table of Contents](#)

DESCRIPTION OF THE GUARANTEE

Fibria Celulose fully, unconditionally and irrevocably guarantees the debt securities issued by Fibria Finance, a 100%-owned finance subsidiary of Fibria Celulose, and all obligations due under the related indenture. The following description summarizes the general terms and provisions of the guarantee that is provided by Fibria Celulose in the Fibria Finance Indenture. You should read the more detailed provisions of the Fibria Finance indenture, including the defined terms, for provisions that may be important to you. This summary is subject to, and qualified in its entirety by reference to, the provisions of the Fibria Finance indenture.

Pursuant to the Fibria Finance Indenture, Fibria Celulose has fully, irrevocably and unconditionally agreed, from time to time upon the receipt of notice from the trustee that Fibria Finance has failed to make the required payments under a series of debt securities and the Fibria Finance indenture to make any required payment, whether of principal, interest or any other amounts. The amount to be paid by Fibria Celulose under the guarantee will be an amount equal to the amount of the payment Fibria Finance fails to make.

The obligations of Fibria Celulose under the guarantee will rank:

- equal in right of payment to all other existing and future senior unsecured debt of Fibria Celulose subject to certain statutory preferences under applicable law, including labor and tax claims;
- senior in right of payment to Fibria Celulose's subordinated debt; and
- effectively subordinated to the debt and other liabilities (including subordinated debt and trade payables) of Fibria Celulose's subsidiaries (other than Fibria Finance) and jointly controlled companies and to secured debt of Fibria Celulose to the extent of the value of the assets securing such secured debt.

[Table of Contents](#)

PLAN OF DISTRIBUTION

We will set forth in the applicable prospectus supplement a description of the plan of distribution of the debt securities that may be offered pursuant to this prospectus.

[Table of Contents](#)

VALIDITY OF SECURITIES

Unless otherwise specified in the applicable prospectus supplement, White & Case LLP will provide an opinion regarding the validity of the debt securities and guarantees, if applicable, under New York law; Pinheiro Guimarães—Advogados will provide an opinion regarding the authorization of the debt securities and guarantees, if applicable, of Fibria Celulose under Brazilian law; and Walkers will provide an opinion regarding the authorization of the debt securities issued by Fibria Finance under Cayman Islands law.

[Table of Contents](#)

EXPERTS

The financial statements and management's assessment of the effectiveness of internal control over financial reporting (which is included in Management's Report on Internal Control over Financial Reporting) incorporated in this prospectus by reference to the Annual Report on Form 20-F for the year ended December 31, 2013 have been so incorporated in reliance on the report of PricewaterhouseCoopers Auditores Independentes, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting. PricewaterhouseCoopers Auditores Independentes is a member of the Regional Accounting Council (*Conselho Regional de Contabilidade—CRC*) of the State of São Paulo.

[Table of Contents](#)

SERVICE OF PROCESS AND ENFORCEMENT OF JUDGMENTS

Fibria Celulose is incorporated under the laws of Brazil. All of our directors and officers reside outside the United States. Substantially all of our assets are located in Brazil. As a result, it may not be possible (or it may be difficult) for you to effect service of process upon us or these other persons within the United States or to enforce judgments obtained in United States courts against us or them, including those predicated upon the civil liability provisions of the federal securities laws of the United States.

We have been advised by Pinheiro Guimarães—Advogados, our Brazilian counsel, that a judgment of a United States court for civil liabilities predicated upon the federal securities laws of the United States may be enforced in Brazil, subject to certain requirements described below. Our Brazilian counsel has advised that a judgment against us, our directors and officers or certain advisors named herein obtained in the United States would be enforceable in Brazil upon confirmation of that judgment by the *Superior Tribunal de Justiça* (Superior Court of Justice, or STJ). That confirmation will only occur if the U.S. judgment:

- fulfills all formalities required for its enforceability under the laws of the United States;
- is issued by a court of competent jurisdiction after proper service of process on the parties, which services must comply with Brazilian law if made in Brazil, or after sufficient evidence of the parties' absence has been given, as established pursuant to applicable law;
- is not subject to appeal;
- is for payment of a determined sum of money;
- is authenticated by a Brazilian consulate in the United States and is accompanied by a sworn translation into Portuguese; and
- does not violate Brazilian public policy, good morals or national sovereignty (as set forth in Brazilian law).

We have also been advised by our Brazilian counsel that original actions may be brought in connection with this prospectus predicated solely on the federal securities laws of the United States in Brazilian courts and that, subject to applicable law, Brazilian courts may enforce liabilities in such actions against us or the directors and officers and certain advisors named herein (provided that provisions of the federal securities laws of the United States do not contravene Brazilian public policy, good morals or national sovereignty).

In addition, we have been further advised that a plaintiff, whether Brazilian or non-Brazilian, who resides outside Brazil during the course of litigation in Brazil must provide a bond to guarantee the payment of the court expenses and the defendant's legal fees, if the plaintiff does not own real property in Brazil that could secure the payment. This bond of guarantee must have a value sufficient to satisfy the payment of court fees and defendant attorney's fees, as determined by the Brazilian judge.

The confirmation process may be time consuming and may also give rise to difficulties in enforcing the foreign judgment in Brazil. Accordingly, we cannot assure you that confirmation of any judgment would be obtained or that the confirmation process would be conducted in a timely manner.

Cayman Islands

Fibria Finance is an exempted company incorporated with limited liability under the laws of the Cayman Islands. Fibria Finance is incorporated in the Cayman Islands because of certain benefits associated with being a Cayman Islands company, such as political and economic stability, an effective judicial system, a favorable tax system, the absence of exchange control or currency restrictions and the

[Table of Contents](#)

availability of professional and support services. However, the Cayman Islands has a less developed body of securities laws as compared to the United States and provides protections for investors to a significantly lesser extent. All of Fibria Finance's assets are located outside the United States and all of Fibria Finance's directors and such persons' assets are located outside the United States. As a result, it may be difficult for investors to effect service of process within the United States upon Fibria Finance, or such persons, or to enforce against them, judgments obtained in U.S. courts, including judgments predicated upon the civil liability provisions of the securities laws of the United States or any state thereof.

In the terms and conditions of the securities, Fibria Finance has (1) agreed that the courts of the State of New York and the federal courts of the United States, in each case sitting in the Borough of Manhattan, The City of New York, will have jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with the securities and, for such purposes, will irrevocably submit to the non-exclusive jurisdiction of such courts and (2) named an agent for service of process in the Borough of Manhattan, The City of New York. See "Description of the Debt Securities."

There is uncertainty as to whether the courts of the Cayman Islands would (1) recognize or enforce judgments of the courts of the United States or any state thereof obtained against Fibria Finance or (2) be competent to hear original actions brought in each respective jurisdiction, against the Fibria Finance or such persons predicated upon the securities laws of the United States or any state thereof. A final and conclusive judgment in federal or state courts of the United States (assuming such courts have jurisdiction over the defendant according to Cayman Islands conflict of law rules and such final and conclusive judgment was neither obtained in a manner that was contrary to natural justice or public policy of the Cayman Islands) under which a liquidated sum of money is payable, other than a sum payable in respect of taxes, fines, penalties or similar charges (or in certain circumstances for *in personam* non-monetary relief), may be subject to enforcement proceedings (subject to such enforcement not being contrary to natural justice or public policy of the Cayman Islands) by way of an action commenced on the judgment debt in the courts of the Cayman Islands.

[Table of Contents](#)



U.S.\$600,000,000

Fibria Overseas Finance Ltd.
(incorporated with limited liability in the Cayman Islands)

5.250% Notes due 2024

fully, unconditionally and irrevocably guaranteed by

Fibria Celulose S.A.
(incorporated in the Federative Republic of Brazil)

PROSPECTUS SUPPLEMENT

Joint Book-Running Managers

Citigroup

Credit Agricole CIB

Deutsche Bank
Securities

Goldman, Sachs & Co.

Banco Votorantim

May 7, 2014
