### COSAN S.A.

*Publicly-held Company* 

### CNPJ/ME No. 50.746.577/0001-15

NIRE 35.300.177.045 / CVM Code nº 19836

# MINUTES OF THE ANNUAL AND EXTRAORDINARY SHAREHOLDERS' MEETING HELD ON APRIL 30, 2021

- 1. DATE, TIME AND VENUE: Held on April 30, 2021, at 10 am, exclusively on a digital format, pursuant to article 124, §2-A, of Law No. 6.404/1976 c/c article 4, §2, item I of CVM Instruction No. 481/2009, through the Chorus Call electronic platform, being considered as held at the headquarters of Cosan S.A. ("Company"), located at Avenida Brigadeiro Faria Lima, 4100, 16th floor, suite 01, Bairro Itaim Bibi, Brazil, Zip Code: 04538-132.
- **2. CALL NOTICE:** The call notice was published, as set forth in article 124, of Law n° 6,404, of December 15, 1976, as amended ("<u>Brazilian Corporate Law</u>"), on 31, 01 e 06 de abril de 2021, in the Official Gazette of the State of São Paulo and "Folha de São Paulo" newspaper.
- **3. ATTENDANCE:** Shareholders holding 370,070,593 (three hundred and seventy million, seventy thousand, five hundred and ninety-three) registered, book-entry common shares, with no par value, issued by the Company, representing 79.29% of the total voting capital, as confirmed by the: (i) valid remote voting forms; (ii) attendances registered in the electronic system of remote attendance provided by the Company; and (iii) the votes received by the holders of the American Depositary Receipts (ADRs) collateralized by shares, represented by JPMorgan Chase Bank. In addition, (i) Ms. Maria Rita de Carvalho Drummond, Company's Vice-Chairman; (ii) Mr. Marcelo Curti, member of the Company's Fiscal Council; (iii) Mr. João Ricardo Ducatti, member of the Company's Statutory Audit Committee; and (iv) Mr. Marcos Alexandre Silveira Pupo, representative of Ernst & Young Auditores Independentes S.S.
- **4. CHAIRMAN AND SECRETARY:** The meeting was presided over by Ms. Maria Rita de Carvalho Drummond, as indicated, in writing, by the Board of Directors' Chairman, as set

forth in article 10 of the Company's Bylaws. Ms. Ana Clara Machado Corrêa acted as the Secretary.

- 5. **PUBLICATIONS AND DISCLOSURE:** The management report, the financial statements accompanied by the respective notes, the independent auditors' report, the Fiscal Council's report and the Statutory Audit Committee's report, for the year ended 2020, were published, in accordance with article 133, of the Brazilian Corporate Law, in the Official Gazette of the State of São Paulo and in the "Folha de São Paulo" newspaper, on February 18, 2021. All documents above and relevant documents to matters on the agenda, including the management's proposal for the general meeting, available to the shareholders at the Company's head office and were disclosed on the website of the Brazilian Securities Commission ("CVM") of B3 S.A. Brasil, Bolsa e Balcão ("B3") and the Company, with at least 1 (one) month prior to the present date, pursuant to the Brazilian Corporate Law and the applicable CVM regulation.
- 6. **AGENDA:** The Company's shareholders attended to the meeting to analyze, discuss and vote the following matters: (A) At the Annual Shareholders' Meeting: (i) Approve the Company's management's accounts, management report and financial statements, accompanied by the independent auditors' report, Fiscal Council's report and Statutory Audit Committee's report for the year ended December 31, 2020; (ii) Approve the management proposal for allocation of the Company's profits for the year ended December 31, 2020; (iii) Implement the Company's Fiscal Council; (iv) Define the number of members of the Company's Fiscal Council; (v) Elect the effective and alternate members of the Company's Fiscal Council; and (vi) Define the annual management compensation for the year ended 2021. (B) At the Extraordinary **Shareholders' Meeting:** (i) Change the *caput*, article 5, of the Company's Bylaws, by virtue of the cancellation of ten million (10,000,000) shares issued by the Company, performed by the Board of Directors on February 5, 2021; (ii) Approve the changes of the Company's Indemnity Policy, previously denominated Managers' Risk Management Policy; and (iii) Approve the proposal for splitting of the shares issued by the Company, at the proportion of 1:4, without changing the Company's capital stock, upon subsequent amendment to the *caput*, article 5, of the Company's Bylaws.

**7.** RESOLUTIONS: Once the meeting was established and after the examination and discussion of the matters included in the agenda, the attending shareholders resolved as follows:

# In Annual Shareholders' Meeting:

- 7.1. Approve, by majority votes, according to the voting map in Exhibit I attached to this minutes, the Company's managers' accounts, the management report and the financial statements, accompanied by the independent auditors' report, Fiscal Council's report and Statutory Audit Committee's report for the year ended December 31, 2020.
- 7.2. Previously, the Company's controlling group, composed of shareholders Aguassanta Investimentos S.A., Aguassanta Negócios S.A. and Queluz Holding Ltda. ("Controlling Group"), which have attended to this meeting, proposed the payment of R\$278,683,369.15 (two hundred and seventy-eight million, six hundred and eighty-three thousand, three hundred and sixty-nine reais and fifteen cents) as additional dividends, which amount had been initially proposed by the Company's management to be allocated to the Special Reserve. Subsequently and, considering the Controlling Group's proposal, by majority votes, according to the voting map in Exhibit I attached to this minutes, the allocation of the Company's net profit for the year ended December 31, 2020 was approved, in the total amount of R\$ 851,859,498.33 (eight hundred and fifty-one million, eight hundred and fifty-nine thousand, four hundred and ninety-eight reais and thirty-three cents), as follows:
  - (a) the amount of R\$42,592,974.92 (forty-two million, five hundred and ninety-two thousand, nine hundred and seventy-four reais and ninety-two cents), corresponding to five percent (5%) of the net profit for the year, for purposes of recognition of the legal reserve, under the terms of article 193 of the Brazilian Corporate Law;
  - (b) the amount of R\$809,266,523.41 (eight hundred and nine million, two hundred and sixty-six thousand, five hundred and twenty-three reais and forty-one cents), corresponding to the adjusted net profit for the year, as follows:

- (i) R\$202,316,630.85 (two hundred and two million, three hundred and sixteen thousand, six hundred and thirty reais and eighty-five cents), equivalent to R\$0.43348453 per common share, less treasury shares, corresponding to 25% of the net profit, distributed to the shareholders as mandatory minimum dividends, under the terms of the Brazilian Corporate Law and article 33, item (iii), of the Company's Bylaws;
- (ii) R\$278,683,369.15 (two hundred and seventy-eight million, six hundred and eighty-three thousand, three hundred and sixty-nine reais and fifteen cents), equivalent to R\$0.59710826 per common share, less treasury shares, distributed to the shareholders as additional dividends, under the terms set forth in article 33, paragraph one, of the Company's Bylaws; and
- (iii) R\$328,266,523.42 (three hundred and twenty-eight million, two hundred and sixty-six thousand, five hundred and twenty-three reais and forty-two cents) shall be allocated to the Company's Special Reserve, as set forth in article 33, item (iv), of the Company's Bylaws.
- 7.2.1 The declared dividends shall be paid to the shareholders holding the common shares issued by the Company on May 05, 2021 (base date), in one or more installments, through the end of the year ended 2021, on the date to be defined by the Board of Directors, not subject to adjustment for inflation or interest between the date hereof and the effective payment date of the declared dividends. As from May 6, 2021 (inclusive), the Company's shares shall be traded "ex-dividends".
- 7.3. Approve, by majority votes, according to the voting map in Exhibit I attached to this minutes, the implementation of the Company's Fiscal Council for the year ended 2021.
- 7.4. Approve, by majority votes, according to the voting map in Exhibit I attached to this minutes, the definition of three (3) effective members and respective alternates to compose the

Company's Fiscal Council, with term of office through the date of the Shareholders' Meeting held to resolve on the Company's financial statements for the year ending December 31, 2021.

- 7.5. Elect the following persons as members of the Fiscal Council, with term of office through the date of the Shareholders' Meeting held to resolve on the Company's financial statements for the year ending December 31, 2021:
  - (i) by majority votes, according to the voting map in Exhibit I attached to this minutes, Marcelo Curti, Brazilian, married, economist, bearer of identity card RG/SSP/ SP 10.306.522 and enrolled with CPF/ME under the n° 036.305.588-60, resident and domiciled in the City of São Paulo, State of São Paulo, with commercial address at Avenida Marquês de São Vicente, n° 446, complexes 913 and 914, to hold the position of sitting member of the Fiscal Council, having as alternate, Henrique Aché Pillar, Brazilian, married, engineer, bearer of identity card RG 3444145 and enrolled with CPF/ME under the n° 309.194.367-49, resident and domiciled in the City of Curitiba, State of Paraná, with commercial address at Rua Emílio Bertolini, 100;
  - by majority votes, according to the voting map in Exhibit I attached to this minutes, Vanessa Claro Lopes, Brazilian, divorced, accountant, bearer of identity card RG 23.669.532-0 and enrolled with CPF/ME under the 162.406.218-03, resident and domiciled in the City of Rio de Janeiro, State of Rio de Janeiro, with address at Avenida Lucio Costa 3604, Apartment 2701, Block 2, Barra da Tijuca, to hold the position of sitting member of the Fiscal Council, having as alternate, Carla Alessandra Trematore, Brazilian, single, bachelor of computer science, bearer of identity card RG nº 21.880.357-6 and enrolled with CPF/ME under the 248.855.668-86, resident and domiciled in the City of São Paulo, State of São Paulo, with address at Rua Apinajés, 868, Apartment 71, Perdizes; e
  - (iii) by majority votes, according to the voting map in Exhibit I attached to this minutes, Edison Carlos Fernandes, Brazilian, married, attorney, bearer of identity card RG/SSP/SP 17.462.539-X and enrolled with CPF/ME under the 163.854.428-02,

resident and domiciled in the City of São Paulo, State of São Paulo, with commercial address at Rua Bandeira Paulista, 275, 7th floor, having as alternate, **Francisco Silvério Morales Céspede**, Brazilian, married, manager, bearer of identity card RG 3.895.216 and enrolled with CPF/ME under the 049.049.078-68, resident and domiciled in the City de Curitiba, State of Paraná, with commercial address at Rua Emílio Bertolini, 100. Edison Carlos Fernandes e Francisco Silvério Morales Céspede were appointed by minority shareholders of the Company.

- 7.5.1. Based on the information received by the Company's management, under the terms of applicable legislation, the shareholders were informed that the tax advisors complied with the requisites set forth in article 162, of the Brazilian Corporate Law, and are authorized to enter into, without any exceptions, the declaration referred to in articles 147 and 162, paragraph 2, of the Brazilian Corporate Law, which shall be filed at the Company's head office.
- 7.5.2. Members of the Fiscal Council elected herein will take their respective offices within thirty (30) days from this date, upon signature of the term of assumption to be drawn into a specific book at the Company, with the declaration of non-encumbrance as described above.
- 7.6. To approve, by majority votes, according to the voting map in Exhibit I at this minutes, the global compensation to be fixed at an amount of up to R\$ 77,672,080.91 (seventy-seven million, six hundred and seventy-two thousand, eighty reais and ninety-one cents), for the managers and members of the Fiscal Council of the Company for the fiscal year of 2021, which will be assigned to the following limits (i) R\$ 6,072,000.00 (six million and seventy-two thousand reais) for the Board of Directors; (ii) R\$ 71,096,080.91 (seventy-one million, ninety-six thousand, eighty reais and ninety-one cents) for the Management Board; and (iii) R\$ 504,000.00 (five hundred and four thousand reais) for the Fiscal Council, and the Company's People Committee will remain responsible for establishing individual amounts.

## In the Extraordinary Shareholders' Meeting:

- 7.7. Change, by majority votes, according to the voting map in Exhibit I at this minutes, the first paragraph of article 5° of the Company's Bylaws, as a result of the cancellation of 10,000,000 (ten million) shares issued by the Company, performed by the board of directors on February 5, 2021, which now reads as follows:
  - "Article 5 The Company's capital stock is R\$ 6,365,852,559.62 (six billion, three hundred and sixty-five million, eight hundred and fifty-two thousand, five hundred and fifty-nine Reais and sixty-two cents), totally subscribed and paid up, divided into 468,517,733 (four hundred and sixty-eight million, five hundred and seventeen thousand, seven hundred and thirty-three) common shares, all registered, book-entry and with no par value".
- 7.8. To approve, by majority votes, according to the voting map in Exhibit I at this minutes, the changes to the Indemnity Policy of the Company, previously denominated Manager Risk Management Policy, according to the proposal by management of the Company submitted to this General Meeting, which becomes effective with the text as included in Exhibit II to these minutes.
- 7.9. To aprove, by majority votes, according to the voting map in Exhibit I at this minutes, the splitting of shares issued by the Company, in the proportion of 1:4 (one for every four), with no changes to the capital stock of the Company, with the resulting changes to the first paragraph of article 5 of the Company's Bylaws, which will now read as follows:
  - "Article 5 The Company's capital stock is R\$ 6,365,852,559.62 (six billion, three hundred and sixty-five million, eight hundred and fifty-two thousand, five hundred and fifty-nine Reais and sixty-two cents), totally subscribed and paid up, divided into 1,874,070,932 (one billion, eight hundred and seventy-four million, seventy thousand, nine hundred and thirty-two) common shares, all registered, book-entry and with no par value".

- 7.8.1 The shares resulting from the splitting will fully grant their holders the same rights as the existing common shares, including those regarding the distribution of dividends and/or interest over own capital and any remuneration over the capital that may be distributed by the Company.
- 7.8.2 Shares will be traded "split" in the proportion of 1:4 (one share to every four shares), from May 6, 2021 (inclusive), and the shares resulting from the splitting will be credited to the shareholders on May 10, 2021.
- 7.8.3 With the splitting, each 1 (one) ADR *American Depositary Receipt* issued by the Company will be backed by 4 (four) shares issued by the Company.
- **8.** DOCUMENTS: The documents and proposals submitted to the meeting, as well as the statements and expressions of vote, protest, abstentions or dissent submitted in writing by the shareholders were numbered below, certified by the presiding board and by the shareholders who requested and are filed at the Company's headquarters.
- **9. CLOSING:** There being no further business to discuss, the chairman declared the meeting closed and suspended the works until these minutes were drawn up, their publication being hereby authorized omitting shareholder signatures. After having been provided to those in attendance, read and found in compliance, it was signed by all those in attendance.
- 10. (aa) Panel: Maria Rita de Carvalho Drummond Chairman of the Panel and Vice Chairman, Legal; Ana Clara Machado Corrêa Panel Secretary; Marcelo Curti Member of the Fiscal Council; João Ricardo Ducatti Member of the Audit Committee; Marcos Alexandre Silveira Pupo and Danilo Henrique Cosmo Brizida Ernst & Young Auditores Independentes S.S.

(undersigned) Shareholders attended the meeting by sending the remote voting form (Attendance certified by the Chairwoman of the Meeting):

- 1 CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM
- 2 LEGAL AND GENERAL ASSURANCE PENSIONS MNG LTD
- 3 BLACKROCK INSTITUTIONAL TRUST COMPANY NA
- 4 CITY OF LOS ANGELES FIRE AND POLICE PENSION PLAN
- 5 CIBC EMERGING MARKETS INDEX FUND
- 6 IBM 401 (K) PLUS PLAN
- 7 IRISH LIFE ASSURANCE PLC
- 8 LOCAL AUTHORITIES SUPERANNUATION FUND
- 9 MANAGED PENSION FUNDS LIMITED
- 10 NORGES BANK
- 11 OBLATE INTL PASTORAL INVESTIMENT TRUST
- 12 PUBLIC EMPLOYEES RETIREMENT ASSOCIATION OF NEW MEX
- 13 PUBLIC EMPLOYES RET SYSTEM OF MISSISSIPPI
- 14 SEI INST INT TRUST EM MKTS EQUITY FUND
- 15 SOUTHERN CAL ED C N F Q C DC MT S ON P VD N G
- 16 STATE ST GL ADV TRUST COMPANY INV FF TAX EX RET PLANS
- 17 STICHTING PHILIPS PENSIOENFONDS
- 18 PARAMETRIC TAX-MANAGED EMERGING MARKETS FUND
- 19 TEACHER RETIREMENT SYSTEM OF TEXAS
- 20 THE DFA INV T CO ON BEH ITS S THE EM SLL CAPS
- 21 CONSULTING GROUP CAPITAL MKTS FUNDS EMER MARKETS EQUITY FUND
- THE EMERGING M.S. OF THE DFA I.T.CO.
- 23 VANGUARD INVESTMENT SERIES PLC
- 24 STATE OF NEW JERSEY COMMON PENSION FUND D
- 25 AEGON CUSTODY BV
- 26 SSGA MSCI BRAZIL INDEX NON-LENDING QP COMMON TRUST FUND
- 27 CAISSE DE DEPOT ET PLACEMENT DU QUEBEC
- 28 STATE STREET VARIABLE INSURANCE SERIES FUNDS, INC

- 29 LEGAL AND GENERAL ASSURANCE SOCIETY LIMITED
- 30 PANAGORA GROUP TRUST
- 31 POLIC AND FIR RET SYS OF THE CITY OF DETR
- 32 IN BK FOR REC AND DEV, AS TR FT ST RET PLAN AND TR/RSBP AN TR
- 33 STATE OF ALASKA RETIREMENT AND BENEFITS PLANS
- 34 STATE OF MINNESOTA STATE EMPLOYEES RET PLAN
- 35 CALIFORNIA STATE TEACHERS RETIREMENT SYSTEM
- 36 WASHINGTON STATE INVESTMENT BOARD
- 37 RUSSELL INVESTMENT COMPANY PUBLIC LIMITED COMPANY
- 38 LOS ANGELES COUNTY EMPLOYEES RET ASSOCIATION
- 39 NEW ZEALAND SUPERANNUATION FUND
- 40 STICHTING PENSIOENFONDS VAN DE ABN AMRO BK NV
- 41 FORD MOTOR CO DEFINED BENEF MASTER TRUST
- 42 FORD MOTOR COMPANY OF CANADA, L PENSION TRUST
- 43 INTERNATIONAL MONETARY FUND
- 44 MUNICIPAL E ANNUITY A B FUND OF CHICAGO
- 45 STICHTING PENSIONENFONDS VAN DE METALEKTRO (PME)
- 46 SAUDI ARABIAN MONETARY AUTHORITY
- 47 STATE UNIVERSITY RETIREMENT SYSTEM
- 48 THE CHICAGO PUB.SCHOOL TEACHERS P. AND RETIREM F
- 49 HOSPITAL AUTHRORITY PROVIDENT FUND SCHEME
- 50 SEI GLOBAL MASTER FUND PLC, THE SEI EMERGING MKT EQUITY FUND
- 51 TRINITY HEALTH CORPORATION
- 52 TRINITY HEALTH PENSION PLAN
- 53 UTAH STATE RETIREMENT SYSTEMS
- 54 BOARD OF PENSIONS OF THE EVANGELICAL LUTHERAN CHURCH IN AMER
- 55 CHEVRON MASTER PENSION TRUST
- 56 COMMONWEALTH GLOBAL SHARE FUND 17
- 57 JOHN HANCOCK VARIABLE INS TRUST INTERN EQUITY INDEX TRUST
- 58 NTGI QUANTITATIVE MANAGEMENT COLLEC FUNDS TRUST
- 59 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

- 60 EMER MKTS CORE EQ PORT DFA INVEST DIMENS GROU
- 61 ALASKA PERMANENT FUND
- 62 CITY OF NEW YORK GROUP TRUST
- 63 THE STATE TEACHERS RETIREMENT SYSTEM OF OHIO
- 64 BLACKROCK LIFE LIMITED DC OVERSEAS EQUITY FUND
- 65 THE SEVENTH SWEDISH NATIONAL PENSION FUND AP7 EQUITY FUND
- 66 ISHARES PUBLIC LIMITED COMPANY
- 67 NTGI QM COMMON DAILY ALL COUNT WORLD EXUS EQU INDEX FD LEND
- THE MASTER T BK OF JPN, LTD AS T OF NIKKO BR EQ MOTHER FUND
- 69 GOVERNMENT EMPLOYEES SUPERANNUATION BOARD
- 70 NORTHERN EMERGING MARKETS EQUITY INDEX FUND
- 71 KAISER FOUNDATION HOSPITALS
- 72 THE NOMURA T AND B CO LTD RE I E S INDEX MSCI E NO HED M FUN
- 73 PARAMETRIC EMERGING MARKETS FUND
- 74 MGI FUNDS PLC
- 75 CHEVRON UK PENSION PLAN
- 76 COMMONWEALTH BANK GROUP SUPER
- 77 ISHARES MSCI BRAZIL ETF
- 78 ISHARES II PUBLIC LIMITED COMPANY
- 79 SUNSUPER SUPERANNUATION FUND
- 80 SPDR MSCI ACWI EX-US ETF
- 81 SPDR SP EMERGING MARKETS ETF
- 82 PARTNER FI EM ACOES INVESTIMENTO NO EXTERIOR
- 83 HSBC BRIC EQUITY FUND
- 84 NEW YORK STATE TEACHERS RETIREMENT SYSTEM
- 85 THE TEXAS EDUCATION AGENCY
- 86 COUNTY EMPLOYEES ANNUITY AND BENEFIT FD OF THE COOK COUNTY
- 87 STATE STREET EMERGING MARKETS E N-L C TRUST FUND
- 38 JOHN HANCOCK FUNDS II EMERGING MARKETS FUND
- 89 CANADA PENSION PLAN INVESTMENT BOARD
- 90 FUTURE FUND BOARD OF GUARDIANS

- 91 LIONTRUST INVESTMENT FUNDS I LIONTRUST LATIN AMERICA FUND
- 92 NATIONAL COUNCIL FOR SOCIAL SECURITY FUND
- 93 NORTHERN TRUST INVESTIMENT FUNDS PLC
- 94 BRITISH COLUMBIA INVESTMENT MANAGEMENT CORPORATION
- 95 ISHARES MSCI BRIC ETF
- 96 PEOPLE S BANK OF CHINA
- 97 PUBLIC SECTOR PENSION INVESTMENT BOARD
- 98 COLLEGE RETIREMENT EQUITIES FUND
- 99 EATON VANCE COLLECTIVE INVESTMENT TFE BEN PLANS EM MQ EQU FD
- 100 EATON VANCE INT (IR) F PLC-EATON V INT (IR) PAR EM MKT FUND
- 101 KBI FUNDS ICAV
- 102 STICHTING PENSIOENFONDS UWV
- 103 LEGAL GENERAL INTERNATIONAL INDEX TRUST
- 104 VANGUARD TOTAL WORLD STOCK INDEX FUND, A SERIES OF
- 105 GMAM GROUP PENSION TRUST III
- 106 CUSTODY BANK OF JAPAN, LTD. RE: RTB NIKKO B. E. A. M. F.
- 107 EQUIPSUPER
- 108 THE BANK OF NEW YORK MELLON EMP BEN COLLECTIVE INVEST FD PLA
- 109 ISHARES III PUBLIC LIMITED COMPANY
- 110 NTGI-QM COMMON DAC WORLD EX-US INVESTABLE MIF LENDING
- 111 EMERGING MARKETS EQUITY FUND
- 112 CHALLENGE FUNDS
- 113 GAM MULTISTOCK
- 114 CUSTODY BANK OF JAPAN, LTD. RE: EMERG EQUITY PASSIVE MOTHR F
- 115 BELLSOUTH CORPORATION RFA VEBA TRUST
- 116 PACIFIC SELECT FUND PD EMERGING MARKETS PORTFOLIO
- 117 STICHTING PGGM DEPOSITARY
- 118 MISSOURI LOCAL GOVERNMENT EMPLOYEES RETIREMENT SYSTEM
- 119 ARIZONA PSPRS TRUST
- 120 KAISER PERMANENTE GROUP TRUST
- 121 FIDELITY SALEM STREET TRUST: FIDELITY SERIES G EX US I FD

- 122 STATE STREET GLOBAL A. L. S. S. S. E. M. ESG S. E. E. F.
- 123 SCHWAB EMERGING MARKETS EQUITY ETF
- 124 BRASIL CAPITAL MASTER FIA
- 125 ISHARES MSCI EMERGING MARKETS ETF
- 126 FRANCISCAN ALLIANCE, INC. MASTER PENSION TRUST
- 127 THE BANK OF N. Y. M. (INT) LTD AS T. OF I. E. M. E. I. F. UK
- 128 UPS GROUP TRUST
- 129 ROBECO GLOBAL EMERGING MARKETS EQUITY FUND II
- 130 FIDELITY SELECT PORTFOLIOS: ENVIRONMENT AND A E PORTFOLIO
- 131 STATE STREET ALL COUNTRY WORLD EX-US A NON-LEN C T F
- 132 CHANG HWA CO BANK, LTD IN ITS C AS M CUST OF N B FUND
- 133 QSUPER
- 134 BMO MSCI EMERGING MARKETS INDEX ETF
- 135 NTGI-QM COMMON DAILY EMERGING MARKETS EQUITY I F- NON L
- 136 TIAA-CREF FUNDS TIAA-CREF EMERGING MARKETS EQUITY I F
- 137 LEGAL GENERAL GLOBAL EMERGING MARKETS INDEX FUND
- 138 CUSTODY B. OF J. LTD. RE: STB D. E. E. F. I. M. F.
- 139 MANASLU LLC
- 140 BNYM MELLON CF SL EMERGING MARKETS STOCK INDEX FUND
- 141 EATON VANCE RICHARD BERNSTEIN EQUITY STRATEGY FUND
- 142 VANECK VECTORS NATURAL RESOURCES ETF
- 143 SSGA MSCI ACWI EX-USA INDEX NON-LENDING DAILY TRUST
- 144 DELA DEPOSITARY ASSET MANAGEMENT B.V.
- 145 VOYA MULTI-MANAGER INTERNATIONAL FACTORS FUND
- 146 QIC INTERNATIONAL EQUITIES FUND
- 147 FIRST TRUST LATIN AMERICA ALPHADEX FUND
- 148 SSGA SPDR ETFS EUROPE I PLC
- 149 STICHTING PENSIOENFONDS ING
- 150 EUROPEAN CENTRAL BANK
- 151 EATON VANCE TR CO CO TR FD PA STR EM MKTS EQ COM TR FD
- 152 VERDIPAPIRFONDET KLP AKSJE FREMVOKSENDE MARKEDER INDEKS I

- 153 TOTAL INTERNATIONAL EX U.S. I MASTER PORT OF MASTER INV PORT
- 154 ISHARES MSCI ACWI EX U.S. ETF
- 155 ISHARES MSCI ACWI ETF
- 156 NAT WEST BK PLC AS TR OF ST JAMES PL GL EQUITY UNIT TRUST
- 157 JNL/MELLON EMERGING MARKETS INDEX FUND
- 158 FIDELITY SALEM STREET T: FIDELITY E M INDEX FUND
- 159 FIDELITY SALEM STREET T: FIDELITY G EX U.S INDEX FUND
- 160 ESKOM PENSION AND PROVIDENT FUND
- 161 NGS SUPER
- 162 UI-E J P MORGAN S/A DTVM
- 163 BRASIL CAPITAL 30 MASTER FIA
- 164 ISHARES EMERGING MARKETS FUNDAMENTAL INDEX ETF
- 165 VOYA EMERGING MARKETS INDEX PORTFOLIO
- 166 VANGUARD FUNDS PUBLIC LIMITED COMPANY
- 167 THE MASTER TRUST BANK OF JAPAN, LTD. AS T F MTBJ400045832
- 168 GERDAU PREV 5 FUNDO DE INVESTIMENTO EM ACOES
- 169 MERCER QIF FUND PLC
- 170 CITY OF PHILADELPHIA PUB EMPLOYEES RET SYSTEM
- 171 ONEPATH GLOBAL EMERGING MARKETS SHARES(UNHEDGED) INDEX POOL
- 172 ASCENSION ALPHA FUND, LLC
- 173 COMMONWEALTH SUPERANNUATION CORPORATION
- 174 JOHN HANCOCK FUNDS II STRATEGIC EQUITY ALLOCATION FUND
- 175 CATHOLIC HEALTH EAST CONSOLIDATED MASTER RETIREMENT TRUST
- 176 CORNERSTONE ADVISORS GLOBAL PUBLIC EQUITY FUND
- 177 FLEXSHARES MORNINGSTAR EMERGING MARKETS FACTOR TILT INDEX F
- 178 ISHARES CORE MSCI EMERGING MARKETS ETF
- 179 ISHARES CORE MSCI TOTAL INTERNATIONAL STOCK ETF
- 180 STATE STREET GLOBAL A LUX SICAV SS EM SRI ENHANCED E F
- 181 BLACKROCK GLOBAL INDEX FUNDS
- 182 EVTC CIT FOF EBP-EVTC PARAMETRIC SEM CORE EQUITY FUND TR

- 183 PANAGORA DIVERSIFIED RISK MULTI-ASSET FUND, LTD
- 184 SCOTTISH WIDOWS INVESTMENT SOLUTIONS FUNDS ICVC-FUNDAMENTAL
- 185 KAPITALFORENINGEN LAEGERNES PENSIONSINVESTERING, LPI AEM III
- 186 GENERAL PENSION AND SOCIAL SECURITY AUTHORITY
- 187 CONNECTICUT GENERAL LIFE INSURANCE COMPANY
- 188 EXELON GENERATION COMP, LLC TAX QUALIFIED NUCLEAR DECOMM PAR
- 189 QS INVESTORS DBI GLOBAL EMERGING MARKETS EQUITY FUND LP
- 190 AMERGEN CLINTON NUCLEAR POWER PLANT NONQUALIFIED FUND
- 191 THREE MILE ISLAND UNIT ONE QUALIFIED FUND
- 192 PRINCIPAL FINANCIAL SERVICES, INC
- 193 STATE STREET IRELAND UNIT TRUST
- 194 SPDR SP EMERGING MARKETS FUND
- 195 DIVERSIFIED MARKETS (2010) POOLED FUND TRUST
- 196 EMPLOYEES RETIREMENT SYSTEM OF BALTIMORE COUNTY
- 197 DEUTSCHE X-TRACKERS MSCI ALL WORLD EX US HEDGED EQUITY ETF
- 198 THE MASTER TRUST BANK OF JAPAN, LTD. AS T OF MUTB400021492
- 199 FIDELITY INVESTMENT FUNDS FIDELITY INDEX EMERG MARKETS FUND
- THE MASTER TRUST BANK OF JAPAN, LTD. AS TR FOR MUTB400045792
- 201 NORTHERN TRUST COLLECTIVE ALL COUNTRY WORLD I (ACWI) E-U F-L
- 202 NORTHERN TRUST COLLECTIVE EMERGING MARKETS INDEX FUND-LEND
- 203 THE MASTER TRUST BANK OF JAPAN, LTD. TRUSTEE MUTB400045794
- 204 ST STR MSCI ACWI EX USA IMI SCREENED NON-LENDING COMM TR FD
- 205 SPDR MSCI EMERGING MARKETS STRATEGICFACTORS ETF
- THE MASTER TRUST BANK OF JAP, LTD. AS TR. FOR MTBJ400045828
- 207 THE MASTER TRUST BANK OF JAP., LTD. AS TR. FOR MTBJ400045829
- THE MASTER TRUST BANK OF JAPAN, LTD. AS TRUSTEE FOR MUTB4000
- 209 NAT WEST BK PLC AS TR OF ST JAMES PL ST MANAGED UNIT TRUST
- 210 JPMORGAN DIVERSIFIED RETURN EMERGING MARKETS EQUITY ETF
- 211 BLACKROCK A. M. S. AG ON B. OF I. E. M. E. I. F. (CH)

- 212 STATE STREET GLOBAL ALL CAP EQUITY EX-US INDEX PORTFOLIO
- 213 LEGAL GENERAL GLOBAL EQUITY INDEX FUND
- 214 SEI INSTITUTIONAL INVESTMENTS TRUST- EMERGING MARKETS E FUND
- 215 WISDOMTREE EMERGING MARKETS EX-STATE-OWNED ENTERPRISES FUND
- 216 KBI DST EMERGING MARKET ESG FUND
- 217 MORGAN STANLEY INVESTMENT FUNDS GLOBAL BALANCED INCOME FUND
- 218 POOL REINSURANCE COMPANY LIMITED
- 219 LEGAL GENERAL COLLECTIVE INVESTMENT TRUST
- 220 KBI GLOBAL INVESTORS (NA) LTD CIT
- 221 ARROWSTREET (CANADA) GLOBAL ALL-COUNTRY FUND II
- 222 ARROWSTREET (CANADA) GLOBAL WORLD ALPHA EXTENSION FUND I
- 223 PIMCO EQUITY SERIES: PIMCO RAE EMERGING MARKETS FUND
- 224 RUSSELL INVESTMENT COMPANY RUSSELL TAX-MANAGED INTERNATIONAL
- 225 PIMCO RAE EMERGING MARKETS FUND LLC
- 226 STATE STREET GLOBAL ADVISORS LUX SICAV S S G E M I E FUND
- 227 STATE STREET EMERGING MARKETS EQUITY INDEX FUND
- 228 COMPASS EMP EMERGING MARKET 500 VOLATILITY WEIGHTED INDEX E
- 229 THE MASTER TRUST BANK OF JAPAN, LTD. AS T OF MUTB400021536
- 230 THE BOARD OF THE PENSION PROTECTION FUND
- 231 WM POOL EQUITIES TRUST NO. 75
- 232 NORTHERN TRUST UCITS FGR FUND
- 233 FIDELITY SALEM STREET TRUST: FIDELITY SAI EMERGING M I FUND
- 234 ATIVO INTERNATIONAL EQUITY FUND, LP
- 235 GAM STAR FUND PLC
- 236 STATE STREET ICAV
- 237 ARROWSTREET GLOBAL EQUITY ACWI TRUST FUND
- 238 SPDR MSCI EMERGING MARKETS FOSSIL FUEL FREE ETF
- 239 ISHARES ESG MSCI EM ETF

240 FIDELITY SALEM STREET T: FIDELITY TOTAL INTE INDEX F	E INDEX FUND
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- 241 PANAGORA RISK PARITY MULTI ASSET MASTER FUND, LTD
- 242 ISHARES IV PUBLIC LIMITED COMPANY
- 243 NORDEA 2 SICAV
- 244 THE MASTER TR BANK OF JAPAN AS TR FOR HSBC BRAZIL MOTHER FD
- 245 CUSTODY BANK OF JAPAN, LTD. AS TR F HSBC BRAZIL NEW MO FUND
- 246 LEGAL GENERAL ICAV
- 247 VANGUARD INV FUNDS ICVC-VANGUARD FTSE GLOBAL ALL CAP INDEX F
- 248 MINISTRY OF ECONOMY AND FINANCE
- 249 JOHN HANCOCK FUNDS II INTERNATIONAL STRATEGIC EQUITY ALLOCAT
- 250 INVESTORS WHOLESALE EMERGING MARKETS EQUITIES TRUST
- 251 ANNAPURNA PSE FIA
- 252 CITITRUST LIM AS TR OF BLACK PREMIER FDS- ISH WOR EQU IND FD
- 253 FIDELITY SALEM STREET TRUST: FIDELITY FLEX INTERNATIONAL IND
- 254 FIDELITY SALEM STREET TRUST: FIDELITY INTERNATIONAL SUSTAINA
- 255 MORGAN STANLEY INVESTMENT FUNDS GLOBAL BALANCED DEFENSIVE

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- 256 MORGAN STANLEY INVESTMENT FUNDS GLOBAL BALANCED FUND
- 257 ISHARES MSCI EMERGING MARKETS EX CHINA ETF
- 258 PIMCO EQUITY SERIES: PIMCO RAFI DYNAMIC MULTI-FACTOR EMERGIN
- 259 EMERGING MARKETS EQUITY SELECT ETF
- 260 SPARTAN GROUP TRUST FOR EMPLYEE BENEFIT PLANS: SPARTAN EMERG
- 261 BLACKROCK CDN MSCI EMERGING MARKETS INDEX FUND
- 262 EMERGING MARKETS EQUITY ESG SCREENED FUND B
- 263 EMERGING MARKETS EQUITY INDEX MASTER FUND
- 264 EMERGING MARKETS EQUITY INDEX ESG SCREENED FUND B
- 265 EMERGING MARKETS INDEX NON-LENDABLE FUND
- 266 EMERGING MARKETS INDEX NON-LENDABLE FUND B
- 267 DESJARDINS EMERGING MARKETS MULTIFACTOR CONTROLLED VOLATIL
- 268 STATE STREET R. F. E. M. I. NON-LENDING COMMON T. FUND

- 269 NEW SOUTH WALLES TR CORP AS TR FOR THE TC EMER MKT SHAR FUND
- 270 FRANKLIN LIBERTYSHARES ICAV
- THE MASTER TRUST BANK OF JAPAN, LTD. AS TRU FO MTBJ400045849
- 272 VICTORYSHARES USAA MSCI E. M. VALUE M. ETF
- 273 FRANKLIN TEMPLETON ETF TRUST FRANKLIN FTSE BRAZI
- 274 LEGAL GEN FUTURE WRD CLIMATE CHANGE EQTY FACTORS IND FUND
- 275 VANGUARD EMERGING MARKETS STOCK INDEX FUND
- 276 ABU DHABI RETIREMENT PENSIONS AND BENEFITS FUND
- 277 LEGAL GENERAL GLOBAL INFRASTRUCTURE INDEX FUND
- 278 COLONIAL FIRST STATE INVESTMENT FUND 50
- 279 PARAMETRIC TMEMC FUND, LP
- 280 TM FULCRUM DIVERSIFIED ABSOLUTE RETURN FUND
- 281 VARIABLE INSURANCE PRODUCTS FUND II: INTERNATIONAL
- 282 INVESTERINGSFORENINGEN NORDEA INVEST EMERGING MKTS E. KL
- 283 MSCI EQUITY INDEX FUND B BRAZIL
- 284 STICHTING CUSTODY ROBECO INSTITL RE:ROBECO INSTIT EM MKT FON
- 285 TM FULCRUM DIVERSIFIED LIQUID ALTERNATIVES FUND
- 286 SUNAMERICA SERIES TRUST SA EMERGING MARKETS EQUITY
- 287 MSCI ACWI EX-U.S. IMI INDEX FUND B2
- 288 FIDELITY CONCORD STREET TRUST: FIDELITY ZERO INT. INDEX FUND
- 289 ISHARES (DE) I INVESTMENTAKTIENGESELLSCHAFT MIT TG
- 290 FRANKLIN TEMPLETON ETF TRUST FRANKLIN FTSE LATIN
- 291 XTRACKERS MSCI ACWI EX USA ESG LEADERS EQUITY ETF
- 292 ROBECO CAPITAL GROWTH FUNDS
- 293 LVIP SSGA EMERGING MARKETS EQUITY INDEX FUND
- 294 PUBLIC PENSION AGENCY
- 295 XTRACKERS MSCI EMERGING MARKETS ESG LEADERS EQUITY
- 296 AVIVA I INVESTMENT FUNDS ICVC AVIVA I INTERNATIONAL I T F
- 297 BRASIL CAPITAL PREV I MASTER FUNDO DE INVESTIMENTO EM ACOES
- 298 VANGUARD FIDUCIARY TRT COMPANY INSTIT T INTL STK MKT INDEX T
- 299 SIX CIRCLES INTERNATIONAL UNCONSTRAINED EQUITY FUN

303	BRASIL CAPITAL 70 XP SEGUROS ADVISORY PREVIDENCIA FUNDO DE I
304	PENSIOENFONDS WERK EN (RE)INTERGRATIE
305	BRIGHTHOUSE FUNDS TRUST I-SSGA EMERGING MARKETS EN
306	MERCER UCITS COMMON CONTRACTUAL FUND
307	ABERDEEN INVESTMENT FUNDS UK ICVC II - ABERDEEN EM
308	ARROWSTREET CAPITAL ESG GLOBAL EQUITY LONG/SHORT F
309	RBC QUANT EMERGING MARKETS EQUITY LEADERS ETF
310	MIDDLETOWN WORKS HOURLY AND SALARIED UNION RETIREE
311	ARROWSTREET ACWI ALPHA EXTENSION FUND V (CAYMAN) L
312	MEDIOLANUM BEST BRANDS EMERGING MARKETS COLLECTION
313	AMERICAN CENTURY ETF TRUST - AVANTIS EMERGING MARK
314	GOLDMAN SACHS ETF TRUST - GOLDMAN SACHS EMERGING M
315	MORGAN STANLEY INVESTMENT FUNDS MULTI-ASSET RISK CONTROL
FUN	
316	AMERICAN CENTURY ETF TRUST - AVANTIS EMERGING MARK
317	VANGUARD F. T. C. INST. TOTAL INTL STOCK M. INDEX TRUST II
318	ISHARES ESG MSCI EM LEADERS ETF
319	GLOBAL ALL CAP ALPHA TILTS FUND
320	BLK MAGI FUND
321	KAPITALFORENINGEN EMD INVEST, EMERGING MARKETS IND
322	MORGAN STANLEY INVEST. FUNDS G. BALANCED SUSTAINABLE FUND
323	LEGAL GENERAL CCF
324	FULCRUM LIQUID REAL ASSETS FUND
325	STICHTING PENSIOENFONDS PGB
326	BRASIL CAPITAL SUSTENTABILIDADE MASTER FIA
327	BRASIL CAPITAL MASTER 30 II FIA
328	MAINSTAY VP EMERGING MARKETS EQUITY PORTFOLIO
329	MAINSTAY CANDRIAM EMERGING MARKETS EQUITY FUND

FIDELITY COVINGTON TRUST: F. E. M. M. ETF

PHILADELPHIA GAS WORKS PENSION PLAN

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- 330 BRASIL CAPITAL MASTER B PREV FUNDO DE INVESTIMENTO EM ACOES
- 331 NORDEA EQUITY OPPORTUNITIES FUND
- 332 ABERDEEN STANDARD OEIC V ASI MULTI-ASSET CLIMATE
- 333 MINEWORKERS PENSION SCHEME
- 334 HSBC BANK PLC AS TRUSTEE OF STATE STREET AUT EMERG
- 335 BRITISH COAL STAFF SUPERANNUATION SCHEME
- 336 ALLIANZ GL INVESTORS GMBH ON BEHALF OF ALLIANZGI-FONDS DSPT
- 337 AVIVA INVESTORS
- 338 AVIVA LIFE PENSIONS UK LIMITED
- 339 BLACKROCK ASSET MANAG IR LT I ITS CAP A M F T BKR I S FD
- 340 ISHARES EMERGING MARKETS IMI EQUITY INDEX FUND
- 341 KAPITALFORENINGEN PENSAM INVEST, PSI 2 GLOBALE AKTIER 2
- 342 H.E.S.T. AUSTRALIA LIMITED
- 343 BUREAU OF LABOR FUNDS LABOR PENSION FUND
- 344 BUREAU OF LABOR FUNDS LABOR RETIREMENT FUND
- 345 PUBLIC EMPLOYEES RETIREMENT SYSTEM OF OHIO
- 346 LGIASUPER TRUSTEE
- 347 MOMENTUM INVESTMENT FUNDS SICAV-SIF
- 348 SAS TRUSTEE CORPORATION POOLED FUND
- 349 SBC MASTER PENSION TRUST
- 350 STATE OF WYOMING
- 351 STICHTING DEPOSITARY APG EMERGING MARKETS EQUITY POOL
- 352 STICHING PENSIOENFONDS VOOR HUISARTSEN
- 353 VANGUARD EMERGING MARKETS SHARES INDEX FUND
- 354 VANGUARD TOTAL INTERNATIONAL STOCK INDEX FD, A SE VAN S F
- 355 ALASKA BLACK ADVISORY XP SEGUROS FIFE PREVIDENCIA FIM
- 356 ALASKA BLACK MASTER FIA BDR NIVEL I
- 357 ALASKA BLACK INSTITUCIONAL FIA
- 358 ALASKA PREVIDENCIA MASTER FIM
- 359 JATLAN FUNDO DE INVESTIMENTO EM ACOES
- 360 ALASKA RANGE FUNDO DE INVESTIMENTO MULTIMERCADO

- 361 ALASKA 100 ICATU PREV FIFE FIM
- 362 LRI CAPITAL MANAGEMENT SA ON BEHALF OF 3J FUND A
- 363 MILLTRUST INTERNATIONAL INVESTMENTS SPC
- 364 ALLURE FIA BDR NIVEL I
- 365 KIRON MASTER FUNDO DE INVESTIMENTO EM ACOES
- 366 KIRON INSTITUCIONAL FUNDO DE INVESTIMENTO EM ACOES
- 367 KIRON PREVIDENCIA XP FIE FUNDO DE INVESTIMENTO EM ACOES
- 368 FELIPPE TOMAZ BORGES
- 369 BTG PACTUAL ARF EQUITIES BRASIL FIA IE
- 370 ABSOLUTO LLC
- 371 BTG PACTUAL ABSOLUTO BRASIL EQUITY FI RV
- 372 BTG PACTUAL ABSOLUTO FIA PREVIDENCIARIO
- 373 BTG PACTUAL ABSOLUTO INSTITUCIONAL MASTER FIA
- 374 BTG PACTUAL ABSOLUTO LS MASTER FIA
- 375 BTG PACTUAL ABSOLUTO LS MASTER FIM
- 376 BTG PACTUAL ABSOLUTO LS MASTER PREV FIM
- 377 BTG PACTUAL ABSOLUTO MASTER FIA
- 378 BTG PACTUAL ABSOLUTO PREVIDENCIA FIA
- 379 BTG PACTUAL ANDROMEDA FI DE ACOES
- 380 BTG PACTUAL DISCOVERY FIM
- 381 BTG PACTUAL DISCOVERY PREVIDENCIA MASTER FUNDO DE INVESTIMEN
- 382 BTG PACTUAL DIVIDENDOS MASTER FIA
- 383 BTG PACTUAL HEDGE FIM
- 384 BTG PACTUAL HIGHLANDS FIM
- 385 BTG PACTUAL MULTI ACOES FIA
- 386 FIA AMIS
- 387 BTG PACTUAL IBOVESPA INDEXADO FIA
- 388 BTG PACTUAL DISCOVERY INST MASTER FIM CP
- 389 BRASILPREV BTG PACTUAL DISCOVERY PREVIDENCIA FUNDO DE INVEST
- 390 BTG PACTUAL MULTIMANAGER BBDC FIM
- 391 BTG PACTUAL MULTISTRATEGIES ADVANCED FIM

- 392 BTG PACTUAL MULTISTRATEGIES ADVANCED PLUS FIM
- 393 FUNDO DE INVESTIMENTO CAIXA BTG PACTUAL X 10 MULTIMERCADO LP
- 394 FUNDO DE INVESTIMENTO FUNPRESP MULTIMERCADO
- 396 BRASIL CAPITAL FAMILIA PREVIDENCIA FIA
- 397 ROYAL FUNDO DE INVESTIMENTO EM ACOES
- 398 BRASIL CAPITAL PREVIDENCIARIO ITAU MASTER FIA
- 399 ABSOLUTO PARTNERS INST II MASTER FIA
- 400 ABSOLUTO PARTNERS INSTITUCIONAL MASTER FIA
- 401 AP LS MASTER FUNDO DE INVESTIMENTO DE ACOES
- 402 ABSOLUTO PARTNERS MASTER FIA
- 403 MARCOS MARINHO LUTZ

(undersigned) Shareholders represented by Mr. Jefferson de Vasconcelos Molero (Remote attendance certified by the Chairwoman of the Meeting):

- 404 AGUASSANTA NEGÓCIOS S.A.
- 405 AGUASSANTA INVESTIMENTOS S.A.

# (undersigned) 406 SERGIO FEIJÃO FILHO

(undersigned) Shareholders represented by Mrs. Leandra Thomé de Souza Sepulveda (Remote attendance certified by the Chairwoman of the Meeting):

- 407 ROBERTO DE REZENDE BARBOSA
- 408 RENATO EUGÊNIO DE REZENDE BARBOSA
- 409 LEANDRA THOMÉ DE SOUZA SEPULVEDA

(undersigned) Shareholders represented by Mr. Pedro Rezende Barbosa (Remote attendance certified by the Chairwoman of the Meeting):

- 410 JOSÉ EUGENIO DE REZENDE BARBOSA
- 411 PEDRO REZENDE BARBOSA

(undersigned) Shareholders represented by Mr. Aldo Abreu Garcia Rossi (Remote attendance certified by the Chairwoman of the Meeting):

### 412 JPMORGAN CHASE BANK

(undersigned) Shareholders represented by Mr. Gutemberg Teixeira de Araújo (Remote attendance certified by the Chairwoman of the Meeting):

- 413 AXA OR ET MATIERE PREMIERE
- 414 KRYPTON
- 415 HSBC ETFS PUBLIC LIMITED COMPANY
- 416 HSBC ETFS PUBLIC LIMITED COMPANY
- 417 HSBC ETFS PUBLIC LIMITED COMPANY
- 418 HSBC GLOBAL INVESTMENT FUNDS BRAZIL EQUITY
- 419 HSBC GLOBAL INVESTMENT FUNDS BRIC EQUITY
- 420 HSBC GLOBAL INVESTMENT FUNDS BRIC MARKETS EQUITY
- 421 FIDELITY FUNDS LATIN AMERICA FUND
- 422 NUSHARES ESG EM MKTS EQ ETF
- 423 AMUNDI FUNDS
- 424 AMUNDI INDEX SOLUTIONS
- 425 CANDRIAM EQUITIES L
- 426 CANDRIAM SRI EQUITY EMERGING MARKETS
- 427 PREDIQUANT A3
- 428 JPMORGAN CHASE BANK

(undersigned) Shareholders represented by Mr. Julio André Kogut (Remote attendance certified by the Chairwoman of the Meeting):

- 429 DYBRA FIA
- 430 ASCESE FUNDO DE INVESTIMENTO EM ACOES
- 431 TNAD FUNDO DE INVESTIMENTOS EM ACOES
- 432 SAO FERNANDO IV FIA
- 433 DYNAMO COUGAR FIA
- 434 DYC FUNDO DE INVESTIMENTO EM ACOES

- 435 DYNA III FUNDO DE INVESTIMENTO EM ACOES INVESTIMENTO NO EX
- 436 DYNAMO BRASIL I LLC

(undersigned) Shareholders represented by Mr. Fernando José de Oliveira Pires dos Santos (Remote attendance certified by the Chairwoman of the Meeting):

- 437 DYNAMO BRASIL III LLC
- 438 DYNAMO BRASIL V LLC
- 439 DYNAMO BRASIL VI LLC
- 440 DYNAMO BRASIL VIII LLC
- 441 DYNAMO BRASIL IX LLC
- 442 DYNAMO BRASIL XIV LLC
- 443 DYNAMO BRASIL XV LP

EXHIBIT I to the Cosan S.A. Annual and Extraordinary General Meeting, held on April 30, 2021.

Voting Map

Pursuant to Article 21, Paragraph 6 and Article 30, Paragraph 4 of CVM Instruction No. 480/09, Cosan S.A. informs below the approvals, rejections, and abstentions counted in voting.

# Final Synthetic Voting Map Ordinary Matter

Agenda	Description of Resolution	Vote	Shares
1	Approval of the management's accounts, the management's report and the Company's financial statements, followed by the independent auditor's report, the opinion of the Fiscal Council and the opinion of the Statutory Audit Committee regarding the fiscal year ended December 31, 2020.	ABSTAIN	75,880,337
		AGAINST	2,547
		FOR	294,187,709
2	Approval of the managers' proposal for allocation of the Company's result for the	ABSTAIN	99,668,259
	fiscal year ended December 31, 2020.	AGAINST	858,189
		FOR	269,544,145
3	Establishment of the Company's fiscal council.	ABSTAIN	16,158,266
		AGAINST	15,412
		FOR	353,896,915
4	To approve the establishment of the number of 3 (three) members of the Company's	ABSTAIN	16,133,304
	Fiscal Council with a term of office until the next Company's Annual Shareholders'	AGAINST	15,222
	Meeting.	FOR	353,922,067
5	To elect Mr. Marcelo Curti as an effective member of the Fiscal Council, with Mr.	ABSTAIN	91,541,845
	Henrique Aché Pillar as his alternate.	AGAINST	329,773
		FOR	278,198,975
	To elect Ms. Vanessa Claro Lopes as an effective member of the Fiscal Council, with	ABSTAIN	91,541,845
	Ms. Carla Alessandra Trematore as her alternate.	AGAINST	329,773
		FOR	278,198,975
	To elect Mr. Edison Carlos Fernandes as an effective member of the Fiscal Council,	ABSTAIN	24,199,672
	with Mr. Francisco Silvério Morales Céspede as his alternate.	AGAINST	1,374,580
		FOR	344,486,341

6	To aprove the overall annual compensation up to R\$ 77,672,080.91 for the	ABSTAIN	22,034,126
	managers and Fiscal Council members for the fiscal year of 2021.	AGAINST	57,553,698
		FOR	290,482,769

# Final Synthetic Voting Map

# **Extraordinary Matter**

Agenda	Description of Resolution	Vote	Shares
1	Approval of the amendment in the caput of article 5 of the Company's Bylaws, due to the cancelation of 10,000,000 (ten million) shares issued by the Company, as approved by the Company's Board of Directors on February 5, 2021.	ABSTAIN	436,631
		AGAINST	16,377
		FOR	369,617,585
2	Approval of the changes in the Indemnity Policy of the Company, formerly known as	ABSTAIN	21,732,691
	Risk Management Policy of Managers.	AGAINST	67,046,559
		FOR	281,291,353
3	Approval of the proposal of split-up of shares issued by the Company, at the ratio of	ABSTAIN	453,718
	1:4 (one to four), with no change in the capital stock of the Company, consequently changing the caput of article 5 of the Company's Bylaws.	AGAINST	37,213
		FOR	369,579,662

EXHIBIT II to the Cosan S.A. Annual and Extraordinary General Meeting, held on April 30, 2021.

## **INDEMNITY POLICY**

Taking into account there are circumstances in which responsibilities resulting from the conduct of the ordinary business activities of Cosan S.A. ("Cosan or the Company") or its subsidiaries, which should be undertaken exclusively by the Company are extended and/or attributed to its managers, and other executives, personally, as a result of the provision in legal rules, procedural codes or regulations in Brazil, the Company consolidated its practices for protection, security and offsetting of losses suffered by its managers (its own and of its subsidiaries) in this Indemnity Policy ("Policy").

The purpose of the Policy is (i) fully replace all existing indemnity rules for Beneficiaries up to the date hereof (ii) to govern the terms and conditions under which the Company will keep the Beneficiaries (as defined below) exempt from any losses or restrictions on assets and rights that they may directly suffered as a result of the regular exercise of their functions, in the interest of the Company and/or its subsidiaries, and in line with the duties and responsibilities of managers as provided for in Law No. 6,404/76.

For the purposes of this Policy, the "**Beneficiaries**" are all those beneficiaries included by the D&O insurance of the Company, either performing current, previous or future functions, as described in the civil insurance policies contracted by the Company, including without limitation managers, directors, members of the board of directors, members of the fiscal council, members of advisory committees to the board of directors, whether statutory or not, administrators, employees with management/decision powers, attorneys and accountants of the Company and their current subsidiaries.

### 1. D&O Insurance

- **1.1.** The Company may keep in force, throughout the entire period of validity of this Policy, a civil liability insurance policy for managers, directors, members of the board of directors, fiscal council, the committees, administrators, employees with management/decision power, attorneys and contractors of the Company and their current subsidiaries ("D&O").
- 1.1.1 D&O is an insurance contracted for the benefit of individuals who, at the Company and/or its subsidiaries, hold, began to hold and/or have held administration and/or management positions and/or executive positions as a result of appointment, election or employment contract, in order to guarantee the payment of financial losses resulting from covered claims made by third parties against the insured, due to willful misconduct for which it is sought to make those insured persons liable.
- 1.2 The contracting of D&O insurance shall take place on an arm's length basis, and in accordance with SUSEP regulations for this type of insurance, and the Company shall agree to seek the best range of conditions from insurance companies.
- 1.3 Coverage. The D&O coverage shall cover, at least (jointly, "Minimum Coverage"), Losses (as defined in item 2.1.2 below) to which the Beneficiaries are subject as a consequence of the exercise of their position in the Company, namely: (i) payment of indemnity to the Beneficiary for financial losses derived from claims filed against them; and (ii) reimbursement to the Company of advances/payments made by it in the benefit of the Beneficiary (manager) derived from claims filed against the Beneficiary.
- 1.3.1. Financial losses shall mean: (i) the amount of conviction, as monetarily restated, plus late interest and loss of suit fees, after the final and unappealable judgment; (ii) cost of defense incurred; (iii) judicial or extrajudicial settlement with the express consent of the insurer for any covered claim; (iv) conduct modification agreement (TAC) or commitment term (TC) arising from a covered claim, entered into with the insurance company's express consent, provided that

the policy's sub-limit is complied with and its full or partial payment is allowed; (v) arbitration costs resulting from a covered claim.

- **1.4.** Aggregate Minimum Amount. The minimum coverage amount for the D&O insurance will be established by the Company in the coverage of all Beneficiaries, and in any case this limit may be shared with the Company's parent company and their subsidiaries, as well as the borrowers within the capital markets, jointly (the "Aggregate Minimum Amount") and encompass the entire Minimum Coverage established in item 1.3 above.
- **1.5. Supplementary Period**. The Company may contract a Supplementary Period to ensure the coverage is extended if, for any reason, the D&O policy:
  - a) is not renewed;
  - **b**) is renewed with another insurance company without a retroactivity clause;
  - c) is renewed with the same insurer, under different terms that prevents retroactivity; and/or
  - **d)** is early terminated, provided that the termination has not occurred due to a court decision or the depletion of the Aggregate Minimum Amount.
- **1.6.** Obligation to Communicate. The Beneficiary (D&O insured) has the duty to communicate the Company and/or the Insurer of any potential claims that fall within the coverage of this Policy of which it may become aware pursuant to the D&O, under penalty of not being entitled to the benefit of this Policy.
- **1.7. Procedures**. The procedures required for the payment and/or reimbursement within the scope of the D&O will abide by the rules established in the D&O and, if there is no conflict, by the procedures adopted by the Company.

## 2. Additional Indemnity Commitment.

2.1. Additional Indemnity Commitment. Upon the complete depletion of the D&O Aggregate Minimum Amount and/or if there is no coverage in the policy due to the option of not contracting by the Company, the Company undertakes to grant to the Beneficiaries, due to possible losses or

restrictions of assets and rights that the Beneficiaries may suffer directly as a result of the regular exercise of their functions, in the interest of the Company and/or its subsidiaries, and in line with the duties and responsibilities of managers as provided for in Law No. 6,404/76, protection, security and offsetting of additional losses, according to this item 2 of this Policy ("Additional Commitment").

- 2.1.1. For the purposes of clarification, the Company undertakes and expressly agrees to keep the Beneficiaries and their assets (of any nature, including, without limitations, movable property, assets or livestock and/or financial assets, funds, shares, investments and interests in general), to the maximum extent and at all times, totally exempt from and protected against any effects that may arise in any way from, or are linked to or related to, or derive from any responsibilities of the Company, of any nature whatsoever, which shall include, without limitations, civil, administrative, tax, environmental, labor, social security, criminal liabilities and/or liability for competitive abuse.
- 2.1.2 Except in the event provided for in section 3.1, the Company undertakes to keep the Beneficiary exempt from and harmless against, reimbursing the Beneficiary or directly making the payment or advance, as the case may be, in relation to any and all losses, expenses, costs, damages or other amounts of any nature ("Losses"), that may be incurred by the Beneficiary as a result of any act performed or fact occurred during and as a result of the position for which the Beneficiary was elected ("Term of Office"), in the exercise of the duties assigned to the Beneficiary, including, but not limited to, Losses arising from legal, arbitration or administrative proceedings initiated by third parties for acts performed by the Beneficiary in the regular exercise of their functions, in the interest of the Company and/or its subsidiaries, whether of a criminal, civil, labor, social security, administrative, tax, environmental, commercial, preparatory, precautionary, preliminary, ordinary nature. The obligation to indemnify established herein covers any Losses, even if arising from taxable events occurred prior to the date hereof, as well as the obligation of the Company to indemnify the Beneficiaries in relation to any claims already existing on the date hereof.

- 2.1.3 The Losses mentioned in Section 2.1.2 above shall expressly include, without limitation, attorney's, expert's or broker's fees, burden of loss of suit, court costs, administrative or court deposits for guarantee purposes, travels, final amounts awarded in legal or administrative proceedings, penalties imposed by any governmental entity or by any regulatory or self-regulatory entity, amounts paid under settlements or transactions intended to terminate legal, arbitral or administrative proceedings, expenses incurred in the course of police or administrative investigations which, in any case, may be incurred by or attributed to the Beneficiary, in the conditions established in this Policy, whether they are incurred in the national territory or abroad, subject to the limitation provided for in section 2.2 below.
- 2.1.4 In the event there is an insurance policy contracted by the Company to cover any of the Losses mentioned in section 2.1.2, the Company and the Beneficiary, if it is in the Company's interest, as applicable, shall take all measures and perform all acts that may be required to file the claim with the corresponding insurer.
- 2.1.5 The Beneficiary hereby accepts and acknowledges that the conclusion of any agreement in order to put an end to the claim (with or without acknowledgment of guilt) shall depend on the prior authorization from the Company, which may choose to wait until the final and unappealable court decision or arbitral award.
- 2.2. Additional Commitment Amount. The Additional Commitment is assumed by the Company and its subsidiaries up to a maximum annual limit of US\$ 80,000,000.00 (eighty million US dollars), which covers the totality of the Beneficiaries, jointly ("Additional Commitment Amount"), and Company agrees to (i) make the corresponding reimbursement, payment or advance, as the case may be, except in the event provided for in section 3.1. below, (ii) provide bonds and guarantees in favor of Beneficiary, in order to avoid the constriction of assets of Beneficiary's personal assets; and (iii) promptly replace the Beneficiary's assets that may be charged with higher liquidity bonds. The limit described in this section 2.2 is global and applies jointly to the Company's indemnity obligations towards all Beneficiaries. It is expressly noted that the global limit provided for in this section 2.2 will not be applicable in the event of joint, subsidiary or alternative sentencing between Company and Beneficiary, in which case the Company will fully pay any applicable amounts, nor will it cover the principal amount discussed

in a possible dispute, but only the expenses incurred by the Beneficiaries. For the purposes of clarification, (i) the calculation of the Additional Commitment Amount shall be made for accrual expenses between January 01 to December 31, each year, and (ii) the Additional Commitment Amount is in addition to the Aggregate Minimum Amount undertaken for contracting the D&O.

- **2.2.1.** In the event of any type of constriction or unavailability of assets or any types of remedies to which Beneficiary is entitled, the Company will seek ways to alleviate the effects of such constriction or unavailability and may, provided that there is no legal impediment and upon approval by the Board of Directors and submission of supporting documents that prove such unavailability, pay a monthly compensation to Beneficiary while the effects of unavailability persist, in order to allow the Beneficiary to bear their daily and ordinary expenses that cannot be honored due to the unavailability.
- 2.2.2. The Beneficiary shall reimburse the Company for all payments performed based on such item, within at most 30 (thirty) days, as from the date the amounts have been released in the respective bank accounts, regardless of the outcome from the lawsuit that caused the blocking.
- 2.3 Procedure applicable to the Additional Commitment. In the event the Beneficiary becomes aware of any imminent claim that is subject to the coverage of this Policy, the Beneficiary shall immediately notify the Company's Chief Executive Officer of such fact. In case of receipt of a notice from third parties, the term for informing the Chief Executive Officer is up to 7 (seven) business days from the moment the Beneficiary becomes formally aware of such claim, or before the closing of 1/3 (one third) of the term, whichever is the shortest. If the Beneficiary is also holding the office as Chief Executive Officer, the Beneficiary shall notify the Company's Vice General Counsel, subject to the same terms described in this Section 2.3.
- 2.3.1 The appointment of the attorney responsible for defending the Beneficiary's interests shall be made by the Beneficiary, among the options submitted by the Company, but the attorney's fees and expenses shall be borne by the Company. In this regard, the Company undertakes to submit to the Beneficiary a list of attorneys who usually provide services for such claims, with a high reputation and remarkable technical skills in the area of the claim in question, wherein the

Beneficiary shall be bound to choose among those presented, except in case of conflict of interests.

- 2.3.1.1 In the event the Beneficiary does not accept any of the options offered by the Company, the Company may, at its sole discretion, accept the hiring of a third party indicated by the Beneficiary, however, the Company may also limit the indemnifiable amounts to the fees that would be borne by it.
- 2.3.2 Any and all payments, refunds or advances to be made to the Beneficiary shall be previously approved by the Board of Directors of the Company and/or its subsidiaries, except any abstentions in the event of a conflict of interest, upon presentation of a request and supporting documentation, with sufficient time for their consideration.
- 2.3.3. Provided the Beneficiary observes the provision in section 2.3, the Company shall proceed in the manner provided for in section 2.1.2, so as not to compromise the timely compliance with the terms for the defense of the Beneficiary.
- 2.4. Additional Commitment Term and Effectiveness. The Additional Commitment is undertaken by the Company and/or its subsidiaries for the period between the date of the start of the term of office, or in the event of reelection, for the first term of office to which the Beneficiary was elected, until the following events occur, whichever is the latest: (i) the 10<sup>th</sup>. (tenth) anniversary of the end of the term of office, except regarding the demands already underway before the end of the term of office, in which case these will remain valid until the final and unappealable judicial sentence or arbitral sentence regarding the demand; or (ii) the lapse of the statutory statute of limitations for events that may generate the indemnity obligations by the Company, including but not limited to the applicable statute of limitations, even if such timeframe is applied by administrative authorities ("Term"). In any case, the generating event for the Additional Commitment coverage presupposes the practice of an act or the occurrence of a fact that: (a) took place during the respective term of office and due to the position for which the Beneficiary was elected; or (b) was practiced by the previous and subsequent managers and which befall the Beneficiary, in which case the Beneficiary has not been in collusion or omission.

- **2.4.1.** In the event item (ii) of section 2.4, the Company shall ensure the coverage set forth in this Policy until the rendering of the final decision in connection with the lawsuit, arbitration or administrative proceeding that has acknowledged the elapse of the prescription period in the case under discussion.
- **2.4.2.** The Additional Commitment will remain valid for all Beneficiaries from the start of the term of office, or in case of reelection, from the first term of office for which each Beneficiary was elected, automatically and immediately, without the need for any other document or an indemnity contract to be formalized.
- **2.5.** Internal Management of Claims. The Company shall maintain in its staff skilled and qualified professionals, who shall monitor the claims derived from this Policy, keeping the status of processes in progress updated, as well as providing all necessary clarifications to the Beneficiaries.
- **2.6.** Beneficiaries' Collaboration. The Beneficiaries shall cooperate with the hired attorneys and with the Company in order to ensure their defense, providing all the requested information and documents, as well as remaining available for the attorneys responsible for any clarifications, attending the procedural acts and performing any and all act necessary to defend the threatened interests.
- **2.7.** Reimbursement of Amounts. If it is proven that Beneficiary was not entitled to the restitution of amounts, Beneficiary must reimburse, within 5 (five) business days from receipt of notification in this regard, the amounts disbursed under the terms of this Policy in full.
- **2.8.** Obligation to Communicate. The Beneficiary has the duty to communicate the Company of any potential claims that fall within the coverage of this Policy of which it may become aware, under penalty of not being entitled to the benefit of this Policy.

## 3. Exclusions.

- **3.1.** Exclusions from Coverage. The D&O insurance and the Additional Commitment, in addition to other exclusions that may be provided for in the D&O that are not requirements under this Policy, shall not cover losses derived from any of the following events (jointly, "Exclusions"):
- a) Acts performed beyond the exercise of the Beneficiary' duties;
- **b**) Acts performed against the law or against the Company's and/or its subsidiaries' Bylaws (when applicable) by or in the personal benefit of the Beneficiary;
- c) Acts performed in their self-interest or of third parties, to the detriment of the Company's corporate interest; and/or
- **d**) Willful misconduct or gross negligence equivalent thereto, of any kind and nature, performed by the Beneficiary themself.
- **3.1.1.** The final exclusions as listed above will apply in the cases of (i) the Beneficiary confesses attesting to the wrongful practice; or (ii) a final and unappealable judicial sentence, or a final arbitration decision in which the wrongdoing remains affirmed regarding the subject under discussion (there is no requirement for the existence of the quota of responsibility provided for in Article 159 of Law 6404/1976).
- **3.1.2.** Company assistance to Beneficiary and coverage of this Policy may be temporarily suspended, at the discretion of the Company's Board of Directors.
- 3.1.2.1. If it becomes clearly confirmed, by a final and unappealable court or arbitration decision, that the conduct of the Beneficiary was not wrong and that, therefore, the Beneficiary would be entitled to the coverage of this Policy, the Company should reimburse them for the losses incurred during the suspension as described in item 3.1.2, within the limits of this Policy, within a period of up to 5 (five) working days from the receipt of the supporting documents for the expenses, in amounts duly updated according to the IGP-M from the date of disbursement until the date of the actual reimbursement.

- **3.2.** Events of exclusions in relation to the Additional Commitment. The Additional Commitment shall only be applicable in the events provided below in case the Company, at its sole discretion and upon approval by the Board of Directors, elects to cover it, without existing any obligation undertaken through this Policy or any other document:
- a) Labor, tax and social security liability;
- **b)** Advertising expenses;
- c) Actions filed by the Company and/or its subsidiaries against the Beneficiary;
- d) Actions filed by the Company and/or its subsidiaries against the Beneficiary;
- e) Coverage for heirs and spouses;
- f) Errors and omissions in the quality of the service provided; and
- g) Securities transactions.
- **3.3.** In the event the Company and/or its subsidiaries disburse financial resources in favor of any of the Beneficiaries on account of this Policy, and subsequently the Beneficiary's conduct is qualified within the Exclusions and/or in the exceptions set forth in this chapter 3, the Beneficiary shall fully refund such amounts to the Company (and/or its subsidiaries, as applicable) within a period of 5 (five) days from the request received in this regard, which amounts shall be duly updated by the IGP-M from the date of disbursement until the date of the actual refund. In case of non-compliance with such refund period, the Beneficiary shall be subject to monetary restatement, plus interest of 1% (one percent) per month, calculated *pro rata temporis*, and a fine of 10% (ten percent) on the overdue amount.

## 4. <u>Internal Audit.</u>

4.1 Within the scope of the Additional Commitment, whenever a disbursement occurs with the offsetting of equity losses suffered by the Beneficiaries, under the terms provided for herein, a report containing the description of such disbursements made by the Company and the respective

supporting documentation, for purposes of audit, shall be provided to the Board of Directors of the Company.

4.1.2 The Company shall initiate an internal audit whenever the Company is required to indemnify the Beneficiary under the terms of this Policy, in order to investigate whether the Loss in question was due to acts performed by the Beneficiary against the law or against the Company's Bylaws (or its subsidiaries' Bylaws, as applicable), or for the private benefit of the Beneficiary.

## 5. <u>Confidentiality.</u>

- 5.1. Under the terms of this Policy, confidential information shall mean: (a) all information made available by the Parties with respect to the purpose of this Policy (including ancillary documents), whether orally or in writing, or provided by any other means or form, including, without limitation, financial and business information, defense theses, names of offices, clients or partners (whether potential or existing), proposals, business strategies, reports, plans, financial and/or market projections, among other information, relating to any of the Parties or to their activities ("Information Confidential").
- 5.1.2 The Company and the Beneficiary also undertake not to reproduce the Confidential Information, except in case such reproductions are carried out aiming, solely and exclusively, to fulfill the obligations provided for in this Policy, in which case, such reproductions shall also be treated as Confidential Information.
- 5.1.3 The Company (or its subsidiaries) may disclose the Confidential Information, without the prior authorization of the Beneficiary, to its managers, employees, representatives and consultants, provided that (i) they have a strict need to know them, for the purposes of complying with this Policy; and (ii) have been informed about the confidential nature of the information. The Beneficiary may also disclose the Confidential Information to its consultants, spouse and successors, subject to the same restrictions.

5.1.4 The confidentiality obligation provided for in this section shall not apply if the Company or the Beneficiary is required to disclose any Confidential Information strictly as a result of, or in relation to, the claims, for compliance with a legal obligation, court order or for purposes related to D&O insurance, and for such purpose it shall communicate to the other Party about its obligation to disclose such information.

## 6. **General Provisions.**

- **6.1 Doubts and Clarifications**. The doubts raised in the application of this Policy shall be clarified by the Legal Department of the Company, with or without the participation of the external legal counsels of the Company, and submitted to the Board of Directors of the Company for resolution.
- 6.2. <u>Contingencies Not Covered</u>. The cases not covered by this Policy will be decided upon by the Board of Directors, observing the procedures to prevent conflict of interests established in the Policy of Related Parties and Conflict of Interests.
- 6.3 <u>Further Clarifications</u>. For the purposes of clarification, the cost borne by the Company and/or by its subsidiaries as result of the Additional Commitment, has indemnity nature and shall not, under any circumstances, integrate the Beneficiary's overall compensation as provided for in Law 6404/76.
- 6.4. **Dispute Resolution**. Any disputes and/or conflicts in relation to this Policy shall be resolved before the Market Arbitration Chamber, under the terms of its regulations, as determined by the Company's Bylaws.
- 6.5. **Scope**. For the purposes of this Policy and definition of its Beneficiaries, the composition of the Company's economic group must be considered on the date of approval of this Policy, so that companies that eventually become part of the Cosan Group, through the process of acquisition or corporate reorganization, must be previously approved by the Board of Directors before enjoying this coverage.