



**SECURITIES TRADING POLICY ISSUED BY
LOG COMMERCIAL PROPERTIES E PARTICIPAÇÕES S.A.**

CHAPTER I

PURPOSE AND SCOPE

Article 1 The purpose of this Trading Policy, approved at a meeting of the Board of Directors held on November 16, 2018 ("Policy"), is to set the rules and procedures to be observed by **LOG COMMERCIAL PROPERTIES E PARTICIPAÇÕES S.A.** ("Company") and the persons referred to in Article 2 below, in the trading (purchase/sale of shares, share rentals, donations of shares, and purchase/sale of stock options) with securities issued by the Company, or referenced to them, in order to preserve the transparency of the trading.

Article 2 The following parties must adhere to this Trading Policy, upon signature of specific Instrument of Adhesion (as per template contained in Annex I), namely: the controlling shareholder, managers, members of the Fiscal Council, when installed, and members of technical and advisory bodies, which may be created under the provisions of the Articles of Incorporation, or any employees holding Company shares and hired third parties that, by virtue of the title and position they hold at the Company, its subsidiaries or affiliates, have or may have access to relevant information ("Bound Parties").

CHAPTER II

MANAGING THE POLICY

Article 3 The Company appoints the Chief Investor Relations Officer ("DRI") as the officer responsible for the performance, monitoring and general management of the Trading Policy, and for all communication between the Company and the Brazilian Securities and Exchange Commission ("CVM") and Stock Exchanges, as well as between the Company and the market, investors and analysts.

Article 4 Doubts related to this Trading Policy, interpretation of applicable standards and/or the possibility (or not) of conducting certain transactions with securities issued by the Company and not provided for herein shall be clarified with the DRI.

CHAPTER III

RESTRICTIONS ON TRADING

Article 5 The Company and Bound Parties cannot trade, directly or indirectly, securities issued by the Company:

- (a)** in the period between the date on which they become aware of relevant information and the date of its disclosure to the market of a relevant act or fact related to the completion of the negotiation or transaction to which referred relevant information was related. Relevant information means any and all information that may generate an economic impact on the Company or on the value of its shares;
- (b)** when the transfer of corporate control, merger, total or partial spin-off, consolidation, corporate conversion or reorganization is intended;
- (c)** in the period comprised between the decision made by the competent corporate body, to increase the capital stock, distribute dividends and pay interest on shareholders' equity, stock bonus or its derivatives or approve a split, and of referral to the CVM and publication of the respective notices or bulletins; and
- (d)** within the period from 15 (fifteen) days prior to the disclosure of the Company's quarterly (ITR) and standardized financial statements (DFP) of the Company

§ 1 The restrictions set forth in letters "a" and "b" of this article shall cease to exist as soon as the Company discloses the material fact to the market, unless the trading with the shares may interfere with the conditions of said business, to the detriment of the Company's shareholders or the Company itself.

§ 2 The restrictions set forth in letters "a" and "b" of this article do not apply to the acquisition of shares held in treasury, through private negotiation, arising from the exercise of a call option under the call option plan approved at a shareholders' meeting, and do not apply to trading conducted on the basis of an Individual Trading Plan, pursuant to the provisions of Chapter IV of this Policy and in Annex II.

§ 3 The execution by the Company of purchases subject to a share buyback program for sale, cancellation or maintenance in treasury does not prevent the trading, directly or indirectly, of securities issued by the Company itself and by Bound Parties.

§ 4 For the purposes of the provisions of article 5 above, indirect trading means any trading in which the Company or Bound Parties, as the case may be, although not conducting them on its/their behalf, have control and decision-making power over the trading.

§ 5 For purposes of the provisions of article 5 above and article 20 of CVM Instruction 358/02, indirect trading operations are not trading conducted by investment funds of which the Bound Parties and other persons mentioned in this Policy are quotaholders, provided they are not exclusive investment funds and the trading decisions of the manager of the investment fund cannot be influenced by the quotaholders.

§ 6 The trading of securities issued by the Company by Bound Parties during non-trading periods, or in the event of non-trading cases, as provided for in this Trading Policy, may

exceptionally be authorized by the Company's Executive Board, upon request submitted in writing containing the rationale of the need for trading.

§ 7 The restrictions provided for in this Policy apply to securities lending transactions carried out by Bound Parties.

Article 6 The same restriction to trading with securities issued by the Company applies to the following, provided they have knowledge of a material act or fact not yet disclosed:

- (a) those who have any commercial, professional or confidence relationship with the Company, such as independent auditors, analysts of securities, consultants and institutions integrating the distribution system, who are responsible for checking the disclosure of information before trading the securities issued by the Company or referring to them. and
- (b) managers who withdraw from the Company's management prior to public disclosure of a business or fact started during their term of office, up to 6 (six) months after their removal or until the material fact is disclosed to the market, whichever occurs first.

Article 7 The following persons are equally prevented from trading:

- (a) managers of portfolios and investment funds, companies or other institutions or entities of which the Bound Parties are the sole quotaholders or shareholders, or in which they may influence the trading decisions;
- (b) any legal entity controlled directly or indirectly by Bound Parties; and
- (c) any person who has had access to information relating to a material act or fact through any of the Bound Parties and persons barred from trading, such as, but not limited to, their spouses, partners and descendants.

§ 1 For the purposes of the provisions set forth in item (c) above, the Bound Parties undertake to make their spouses, partners and descendants aware of this Policy.

§ 2 In order to ensure the foregoing, the Bound Parties shall inform the Company's DRI of those that have had access to information regarding the Company's material fact not yet disclosed, and shall use their best efforts so that they can sign an instrument of adhesion to the Company's Trading Policy.

Article 8 It is forbidden to the Board of Directors to decide on the acquisition or disposal of shares issued by the Company, as long as information relating to the following is not made public by means of publication of material fact:

- (a) entering into any contract or agreement for the transfer of shareholding control of the Company;

- (b) granting of option or proxy for the purpose of transferring shareholding control of the Company; or
- (c) when the merger, total or partial spin-off, consolidation, corporate conversion or reorganization is intended.

Sole Paragraph If, after Company's approval of a share buyback program, any of the events referred to in this article 8 occur, the Company shall suspend operations with shares issued by the Company, until the respective material fact is disclosed.

CHAPTER IV

OPTIONAL INDIVIDUAL TRADING PLAN

Article 9 Individual Trading Plan is understood as the individual plans for the trading of securities issued by the Company, which may be prepared in writing by any of the Bound Parties, and through which such parties show their intention to invest with their own resources or disinvest, in the long term, in securities issued by the Company.

Article 10 Subject to the restrictions set forth in letters "c" and "d" of article 5, the Bound Parties are allowed to trade securities issued by the Company, provided the trading is carried out based on an Individual Trading Plan, previously filed at Company's headquarters, with DRI. For this purpose, the Individual Trading Plan must be filed in the company for more than 6 (six) months, including any amendments.

§ 1 The Individual Trading Plan cannot be filed or amended pending a material act or fact of which the interested party is aware.

§ 2 The DRI may refuse to file with the Company the Individual Trading Plan that is in disagreement with this Policy, with the applicable legislation or with the provisions of the Company's shareholders' agreements, if any.

Article 11 The Individual Trading Plan must indicate whether they are an investment or divestment plan, and the approximate volume of funds that the investor intends to invest, or the approximate number of securities to be traded, within the term of validity established in the Individual Trading Plan, which cannot be less than 12 (twelve) months, and at the end of which the interested party must submit a brief report on the respective development.

Sole Paragraph Securities acquired under the Individual Trading Plan cannot be sold before 60 (sixty) days from the date of their acquisition, it is understood that during the period of 60 (sixty) days the shareholding position cannot be lower than the amount acquired under the Individual Trading Plan, counted from the referred to acquisition.

CHAPTER V

OBLIGATION TO INDEMNIFY

Article 12 The Bound Parties responsible for non-compliance with any provision of this Trading Policy undertake to fully indemnify the Company and/or other Bound Parties for any losses they might incur, arising directly or indirectly from such non-compliance.

CHAPTER VI

GENERAL PROVISIONS

Article 13 This Trading Policy shall enter into force upon its approval by the Board of Directors, and shall remain in force for an indefinite period, pending a decision to the contrary. Any changes to this Trading Policy must be approved by the Board of Directors, and sent to CVM and Stock Exchanges.

Article 14 This Policy may not be amended, pending the disclosure of a material act or fact.

Article 15 This Trading Policy binds all of its signatories.

Article 16 The list of persons that have adhered to this Trading Policy shall be maintained at the Company and at the disposal of the CVM.

Article 17 All persons who have adhered to this Trading Policy commit themselves to the Company to update their registration information with the Human Resources Department, within a maximum period of 30 (thirty) business days, counted from the event giving rise to such update.

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ANNEX I - INSTRUMENT OF ADHESION TO THE SECURITIES TRADING POLICY ISSUED BY LOG COMMERCIAL PROPERTIES E PARTICIPAÇÕES S.A.

I, _____, [nationality], [profession]. [marital status], bearer of identity card (RG) no. [•] and enrolled with the National Corporate Taxpayers' Register (CNPJ/MF) under no. [•], resident and domiciled at [•], in the capacity of [position] of **LOG COMMERCIAL PROPERTIES E PARTICIPAÇÕES S.A.**, a publicly-held company with registered office at Avenida Professor Mario Werneck, no. 621 - Belo Horizonte - MG - Postal Code (CEP) 30455-610, enrolled with the CNPJ under no. 09.041.168/0001-10, by this instrument and in accordance with the law, I DECLARE to have received, on this date, a full copy of the Securities Trading Policy issued by Log Commercial Properties e Participações S.A., and undertake to fully comply with the rules and procedures set forth in said Trading Policy.

The declarant executes this Instrument of Adhesion in 02 counterparts of equal content and form.

Belo Horizonte, [month] [day], 201[•]

[Name and signature]

ANNEX II - INDIVIDUAL PLAN FOR TRADING OF SECURITIES ISSUED BY LOG COMMERCIAL PROPERTIES E PARTICIPAÇÕES S.A.

1. INFORMATION OF THE DECLARANTS

Name:			
Position held in Log Commercial Properties e Participações S.A.:			
Marital Status:	Nationality:	Profession:	CPF/MF:
Identity Card:	Issued by:	Issuance Date:	
Address:			

2. QUANTITY/VALUE AND CHARACTERISTICS OF THE SECURITIES THAT THE DECLARANT INTENDS TO ACQUIRE/SELL DURING THE VALIDITY OF THIS PLAN, DIRECTLY OR INDIRECTLY

Quantity/Value	Type*	Kind**	Acquisition/Divestiture	Holder***

*Type: inform the type of securities to be acquired/divested (shares, bonuses, etc.)

**Kind: inform if they are common or preferred shares; series of bonus, etc.

***Holder: if it is the declarant, their spouse or dependent.

3. FORM OF ACQUISITION / DIVESTITURE

If trading will be conducted through a brokerage firm, inform the broker's name.

4. PERIODS IN WHICH THE DECLARANT PLANS TO TRADE

- On a monthly basis
- Every two months
- Every three months
- Every six months
- Once a year
- In the months of _____
- _____

5. ADDITIONAL INFORMATION (rationales, conditions and restrictions)

6. OTHER STATEMENTS

By this instrument, I undertake to:

- (i) comply with the set forth in this Individual Trading Plan;
- (ii) justify to the Company the cases of noncompliance;



(iii) observe the periods of restriction on trading provided for in the Company's Trading Policy;

(iv) not to trade securities acquired under this plan, for a minimum period of 60 (sixty) days from their acquisition; and

(v) observe the validity of this plan and inform the Company, in writing, of any changes, amendments or termination thereof.

[Place and date]

[Signature]



To
Log Commercial Properties e Participações S.A.
Attn.: Chief Investor Relations Officer
Belo Horizonte, [month] [day], 201[•]

Ref. Individual Trading Plan

Considering the provisions in Chapter IV of the Securities Trading Policy issued by Log Commercial Properties e Participações S.A., dated [month] [day], 201[•] and considering my adhesion to said Policy, I hereby inform that I intend to invest, in the next 12 (twelve) months, around R\$ [•] ([•] reais) in shares issued by this Company, pursuant to the Individual Plan attached hereto.

Yours faithfully,

Name:
ID Card (RG):
CPF/MF:
Title: