

STAGE STORES INC  
Form 4  
March 22, 2013

**FORM 4**

**UNITED STATES SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

OMB APPROVAL

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Check this box if no longer subject to Section 16. Form 4 or Form 5 obligations may continue. See Instruction 1(b).

**STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP OF SECURITIES**

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934, Section 17(a) of the Public Utility Holding Company Act of 1935 or Section 30(h) of the Investment Company Act of 1940

(Print or Type Responses)

1. Name and Address of Reporting Person \*  
GLAZER MICHAEL L

(Last) (First) (Middle)  
10201 MAIN STREET  
(Street)

HOUSTON, TX 77025

(City) (State) (Zip)

2. Issuer Name and Ticker or Trading Symbol  
STAGE STORES INC [SSI]

3. Date of Earliest Transaction (Month/Day/Year)  
03/20/2013

4. If Amendment, Date Original Filed(Month/Day/Year)

5. Relationship of Reporting Person(s) to Issuer

(Check all applicable)

Director  10% Owner  
 Officer (give title below)  Other (specify below)  
President & CEO

6. Individual or Joint/Group Filing(Check Applicable Line)  
 Form filed by One Reporting Person  
 Form filed by More than One Reporting Person

**Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned**

1. Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deemed Execution Date, if any (Month/Day/Year)	3. Transaction Code (Instr. 8)	4. Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)	5. Amount of Securities Beneficially Owned Following Reported Transaction(s) (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Ownership (Instr. 4)
				(A) or (D)	Price		
Common Stock	03/20/2013		A	14 <sup>(1)</sup>	\$ 25.169	200,525	D

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

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SEC 1474 (9-02)

**Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned (e.g., puts, calls, warrants, options, convertible securities)**

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1. Title of Derivative Security (Instr. 3)	2. Conversion or Exercise Price of Derivative Security	3. Transaction Date (Month/Day/Year)	3A. Deemed Execution Date, if any (Month/Day/Year)	4. Transaction Code (Instr. 8)	5. Number of Derivative Securities Acquired (A) or Disposed of (D) (Instr. 3, 4, and 5)	6. Date Exercisable and Expiration Date (Month/Day/Year)	7. Title and Amount of Underlying Securities (Instr. 3 and 4)	8. Price of Derivative Security (Instr. 5)	9. Number of Derivative Securities Owned Following Transaction (Instr. 5)
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## Reporting Owners

Reporting Owner Name / Address	Relationships			
	Director	10% Owner	Officer	Other
GLAZER MICHAEL L 10201 MAIN STREET HOUSTON, TX 77025	X		President & CEO	

## Signatures

/s/ R. E. Stasyszen, Attorney in Fact for Michael Glazer 03/22/2013

\_\_Signature of Reporting Person Date

## Explanation of Responses:

- \* If the form is filed by more than one reporting person, see Instruction 4(b)(v).
  - \*\* Intentional misstatements or omissions of facts constitute Federal Criminal Violations. See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).
- (1) These shares, which were acquired pursuant to the Stage Stores Deferred Compensation Plan (the "Plan"), may not be transferred to an alternative investment within the Plan or liquidated by the reporting person and will remain in the reporting person's account until such date as the reporting person is no longer an employee of the issuer and for a period of six months thereafter, at which time they will be transferred to the reporting person.

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure. Potential persons who are to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB number. ted through the financial institution responsible for the custody of the Company s shares, a public offer for the purchase of all shares issued by the Company, independent of the type or class of share, for the same price per share paid to the ceding shareholder(s).

**Article 11** - Pursuant to Article 10 above, transfer of control is understood to mean the sale, ceding and/or transfer of the shares representing the control of the Company, which removes from the ceding party(ies) the condition of controller(s) of the Company, whether in isolation or jointly with third parties, and transfers this to any company that is not (a) the controlling shareholder, directly or indirectly, of the ceding shareholder(s); (b) controlled directly or through a stake held in a controlling block by the controlling shareholders of the ceding party(ies); (c) controlled, whether directly or indirectly by the ceding shareholder(s).

**Sole Paragraph** - Notwithstanding the terms of Article 11 above, the sale, ceding and/or transfer of shares of the Company will not be considered to constitute a transfer of control, where these operations occur between shareholders

that are members of the controlling block and/or signatories to agreements between shareholders of the Company regulating the exercise of rights over the shares pertaining to members of the controlling block.

**Article 12** - The right of joint sale established here in Chapter III will not apply in the event that the transfer of control of the Company occurs: (a) as the result of a court ruling or act, such as judicial seizure or sentence or (b) as the result of a final decision by regulatory authorities, including the Brazilian Anti-Trust Commission (CADE), that obliges the controlling shareholder(s) of the Company to divest part or all of the shares in the Company that they hold.

**CHAPTER IV**  
**PERMANENT BODIES OF THE COMPANY**

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**Article 13** - The following are permanent bodies of the Company: a) the General Meeting; b) the Board of Directors; c) the Executive Board.

**CHAPTER V**  
**THE GENERAL MEETING**

**Article 14** - The General Meeting will meet ordinarily during the first four months following the end of each financial year; and extraordinarily whenever the interests of the Company so require.

**Sole Paragraph** - The General Meeting will be called by the Board of Directors or in the form established by law.

**Article 15** - Notice of the General Meeting will be given in the written media, pursuant to the terms established by law.

**Article 16** - Participation in the General Meeting is restricted to shareholders whose shares are held in the custody at the financial institution indicated by the Company 8 (eight) days prior to the holding of the said Meeting.

**Sole Paragraph** - Shareholders may appoint proxies pursuant to the terms of the law and rules published by the Brazilian Securities and Exchange Commission.

**Article 17** - After signing the Register of Attendance, the shareholders will elect the President and the Secretary to preside over the deliberations of the General Meeting.

**CHAPTER VI**  
**THE BOARD OF DIRECTORS**

**Article 18** - The Board of Directors of the Company is composed of 11 (eleven) members and their respective substitutes, whether resident or not in Brazil, are elected and may be removed from office at any time by the General Meeting.

**Article 19** - The General Meeting must appoint from among the members of the Board of Directors, the President and Vice-President, and has the power to remove the latter from office at any time.

**Article 20** - The mandate of members of the Board of Directors will run for 2 (two) years, with re-election permitted.

**Sole Paragraph** - The members of the Board of Directors will take office by signing an investiture contract in the book of minutes of the same body, and will remain in their posts until their substitutes take office.

**Article 21** - The terms of office of the President and Vice-President will be 1 (one) year, with re-election permitted.

**Article 22** - In the event of absences or temporary incapacity, the members of the Board of Directors will be replaced by their respective substitutes. In the event of absences or the temporary incapacity the President, the Vice-President will preside over the Board of Directors. In the event of the absence or the temporary incapacity of the President

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and the Vice-President, the President will nominate one of the other members of the Board to replace him/her as President of the Board of Directors.

**Article 23** - In the event of a vacancy, a General Meeting will be called within 30 (thirty) days, to elect the member who must complete the remaining mandate of the replaced member.

**Article 24** - The Board of Directors will normally meet every 3 (three) months, and extraordinarily, whenever summoned by the President, Vice-President or by any 2 (two) of its members.

**First Paragraph** - Between the day of its calling and the day of holding the extraordinary meeting of the Board of Directors, an interval of at least 10 (ten) days will be set, unless the majority of its current members determine a shorter interval, which will not, however, be less than 48 (forty eight) hours.

**Second Paragraph** - The Board of Directors will only deliberate in the presence of the majority of its current members, Board members however having the option of being represented by any other Board member or substitute that they may nominate, and decisions will be taken by a majority of votes among those Board Members present at the Meeting.

**Article 25** - The global annual compensation of the management will be set by the General Meeting, the Board of Directors having the discretion to assign the said amount among individual officers.

**Article 26** - The Board of Directors is responsible for:

- a) setting the general business policy of the Company;
  - b) deciding on new investments;
  - c) deciding the Company's Business Plan, which must include its short-, medium- and long-term business and strategic objectives as well as annual and multi-year budgets, and monitoring implementation of the same;
  - d) approving proposals for policies to be applied generally within the Company;
  - e) providing an opinion on the management report and financial statements at the end of each financial year, as well as on the proposal for the distribution of net income, and decide as to movement in the reserve accounts;
  - f) approving the Operating Rules for the Board of Directors, which will rule on such subjects as the appointment of a Secretary and specialized committees to aid the Board in its decision-making process;
  - g) approving the criteria for the employee results sharing program;
  - h) appointing and dismissing the Directors of the Company and establishing the attributions and compensation of the same, pursuant to the terms of these bylaws and the global budget established by the General Meeting;
  - i) monitoring management, examining at any time, the books and papers of the Company, requesting information on contracts signed or due to be signed, and on any other acts;
  - j) appointing and dismissing the Company's independent auditors;
  - k) calling the Annual and Extraordinary General Meeting(s);
  - l) submitting to the General Meeting proposals regarding mergers, spinoffs, incorporations or the dissolution of the Company, as well as modifications to the bylaws, including increases in the Authorized Capital;
  - m) deciding on the constitution of and participation in other companies;
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- n) approving the acquisition of goods and the contracting of services of any kind for amounts exceeding R\$100,000,000.00 (one hundred million reais), in accordance with the Company's Business Plans;
- o) deciding on the rental, divestment, encumbrance and liens on the Company's property, plant and equipment, where the value of the relevant operation exceeds R\$30,000,000,00 (thirty million reais);
- p) deciding on any contract between the Company and the registered holders of its voting shares, companies controlled by the same, or individuals owning voting shares or quotas in corporate entities that are registered holders of the Company's voting shares, for amounts exceeding R\$5,000,000.00 (five million reais) per operation;
- q) setting annual operating limits on the Directors, in accordance with the terms of Article 37, within which the same Directors may contract loans or funding without the prior authorization of the Board of Directors, whether in Brazil or elsewhere;
- r) deciding on the concession of guarantees for any value to any third parties that are not fully-owned subsidiaries;
- s) deliberating, within the limits of the Authorized Capital, on the issue of shares and subscription warrants, as well as of promissory notes for public distribution (commercial paper);
- t) authorizing the Company to purchase its own shares to be held in treasury or cancelled, as well as the divestment of the same, in accordance with the terms of the law and rules published by the Brazilian Securities and Exchange Commission;
- u) approving the issue of simple debentures that are not convertible into shares and unsecured by tangible assets;
- v) approving the granting to its officers, employees, service providers or subsidiaries by the Company of stock options within the Authorized Capital and according to the stock option plan authorized by the General Meeting; and
- w) deciding, within the limits of its authority, on cases not covered by these bylaws.

**Article 27** - The President of the Board of Directors will, in accordance with the Operating Rules for the Board of Directors, be responsible for the following actions: a) calling and directing the meetings of the Board of Directors; and b) calling the General Meeting, provided that this has been authorized by the Board of Directors.

**Article 28** - The Vice-President, or in his/her absence, whoever is nominated by the President under the terms of Article 22, will be responsible for replacing the President whenever the latter is absent or temporarily incapacitated and, further, in the event of a vacancy, will occupy the position of President until a new incumbent is elected.

## **CHAPTER VII** **EXECUTIVE BOARD**

**Article 29** - The Executive Board will consist of at least 4 (four) and a maximum of 10 (ten) individuals, with one Chief Executive Officer and the remaining Directors without any specific designation, and all elected by the Board of Directors.

**Article 30** - The Executive Board will have a mandate of 2 (two) years, coinciding with the mandate of the members of the Board of Directors, with re-election permitted. **First Paragraph** - The Directors will take office by signing the investiture contract recorded in the Executive Board's Minutes Register.

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**Second Paragraph** - The Directors will remain in office, exercising their powers in full until such time as their replacements take office.

**Article 31** - In the event that any of the Directors are absent or unable to attend, the Chief Executive Officer will be responsible for nominating their substitute from among the other Directors.

**Sole Paragraph** - In the event that the Chief Executive Officer is temporarily absent or incapacitated, the President of the Board of Directors will be responsible for designating his/her substitute.

**Article 32** - In the event of a vacancy in the post of Director, the Board of Directors will be responsible for electing a substitute to hold the office for the remaining period of the mandate. If there are 5 (five) or more Executive Directors, the Board of Directors will have the option of leaving the position vacant.

**Article 33** - The Executive Board will be responsible for: a) carrying out all actions necessary for the functioning of the Company, except those that, by law or by these bylaws, are assigned to other bodies; b) drawing up the Business Plan for submission to the Board of Directors; c) drawing up the annual management report, the financial statements and the proposal for the assignment of income for the relevant financial year, all of which will be submitted to the Board of Directors and the General Meeting; and d) proposing policies for general application in the Company;

**Article 34** - The Chief Executive Officer will be responsible for: a) proposing the overall organizational structure of the Company to the Board of Directors; b) defining the areas of authority and coordinating the actions of the Directors in implementing the Company's Business Plan; c) representing the Company, both actively and passively, whether in court or outside it, without affecting the terms of Article 37 of these bylaws; d) calling and presiding over meetings of the Executive Board.

**Article 35** - The remaining Directors will be responsible for carrying out actions and managing within the attributions defined in the basic management structure.

**Article 36** - The Company may nominate attorneys-in-fact and the relevant document conferring a power of attorney must be signed by two of the Executive Directors. **Sole Paragraph** - The powers of attorney must specify the powers conferred, and with the exception of those granted to attorneys to represent the Company in lawsuits or official inquiries, the period of validity of these powers will be at most 1 (one) year.

**Article 37** - With the exception of the instances established in these bylaws, the Company will only be bound by documents signed jointly by: a) 2 (two) Directors; b) one Director and one Attorney-in-Fact, or two Attorneys-in-Fact with specific powers conferred in accordance with the terms of Article 36 of these bylaws.

**First Paragraph** - The following acts need only be signed by 1 (one) Director, or by 1 (one) Attorney-in Fact, nominated according to the terms of these bylaws: a) the endorsement of checks for deposit in the Company's bank account; b) authorizations to conduct transactions in the blocked account of the Government Severance Indemnity Fund for Employees (FGTS); c) the registration and issue of documents relating to labor, fiscal and customs issues; and d) the receipt of any values due and signing of the relevant documents recognizing payment.

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**Second Paragraph** - In special cases, express powers may be granted to only one Director or Attorney-in-Fact in order to carry out actions specified in the relevant documents, albeit in accordance with the rules established in Article 36 of these bylaws.

**Article 38** - The Executive Directors will meet when summoned by the Chief Executive Officer.

**Sole Paragraph** - The Executive Board may meet with at least half of its current members in attendance, with the Chief Executive Officer or his/her substitute included among these, in accordance with the terms of Article 31, Sole Paragraph.

**Article 39** - The Executive Board is prohibited from: a) contracting loans with institutions that are not members of the official banking network, either within Brazil or outside it, except where the Board of Directors grants express authorization; b) performing acts of any nature relating to business or operations that are not consistent with the Company's objectives, such as the provision of guarantees on third-party liabilities, excepting those to fully-controlled subsidiaries, or where this is expressly authorized by the Board of Directors.

### **CHAPTER VIII** **FISCAL COUNCIL**

**Article 40** - The Audit Committee, composed of at least 5 (five) members and their substitutes, elected by the General Meeting, will function on a permanent basis, in accordance with the Law.

**Sole Paragraph** - The holders of preferred shares without voting rights or with restricted voting rights, will be entitled to elect one member and his/her respective substitute. Minority shareholders will have the same right, provided that they collectively represent 10% (ten per cent) or more of the shares with voting rights.

**Article 41** - The mandate of the Audit Committee will be 1 (one) year, with re-election permitted, the said election always to occur during the Annual General Meeting.

**Sole Paragraph** - The Audit Committee must adopt its own set of Rules, which will establish procedures regarding its attributes.

**Article 42** - The members of the Audit Committee will receive the compensation established by the Annual General Meeting that elects them, observing the relevant terms of the law.

### **CHAPTER IX** **FINANCIAL YEAR, FINANCIAL STATEMENTS AND** **DISTRIBUTION OF PROFITS**

**Article 43** - The financial year begins on January 1 and ends on December 31 of each year.

**Article 44** - At the end of each financial year, the Company's financial statements will be prepared on the basis of the Company's official accounting records, as established by law.

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**First Paragraph** - Profit sharing eventually attributable to the Company's officers will be deducted from the net income for the financial year, after allowing for accumulated losses and the provision for income tax pursuant to the decision of the Annual General Meeting, observing the legal limits on the same, the AGM only approving the distribution of such profit sharing after the minimum dividends established in Article 9, item c of these bylaws have been guaranteed to the voting shares.

**Second Paragraph** - Of the net income verified in accordance with the law, 5% (five per cent) will be deducted for the constitution of a Legal Reserve Fund, until this reaches an amount equivalent to 20% (twenty per cent) of the capital stock.

**Third Paragraph** - Shareholders will be entitled to receive a mandatory dividend of 25% (twenty five per cent) of the net income for the financial year, determined at the end of each financial year according to the terms of the law pursuant to the legal and statutory rights of the preferred shares. When the value of the preferential dividend paid to the preferred shares is equal to or greater than 25% of the net income for the financial year, calculated in accordance with Article 202 of Law No 6,404/76, this will be considered to represent payment in full of the obligatory dividend. If there is any residual mandatory dividend after the payment of the preferential dividend, it will be assigned: a) in the form of a payment to the voting shares of a dividend up to the limit of the preferential dividend of the preferred shares; and b) in the event of a continued residual balance, in the distribution of an additional dividend to the voting and the class A preferred shares on an equal basis, in such a way that each voting or preferred share of that class receives the same dividend.

**Fourth Paragraph** - The Company, may, at its discretion, draw up quarterly and/or half-yearly financial statements; if there is positive net income in such statements and in the annual statements, dividends may be distributed in accordance with the terms of the law, by prior decision of the Board of Directors, the Executive Board being prohibited from distributing dividends on an ad referendum basis.

**Fifth Paragraph** - The Board of Directors may declare interim dividends using accumulated profits or the profit reserves held over from previous annual or half-yearly balance sheets. Sixth Paragraph - The Company may, at the decision of the Board of Directors, pay interest on capital to its shareholders in accordance with the terms of Article 9, Paragraph 7 of Law N(0) 9,249 of December 26, 1995 and relevant legislation, offsetting the amount of interest paid or credited against the value of the preferential dividend for the preferred shares and the mandatory dividend established in Article 9 and the third paragraph of Article 44 of these bylaws, respectively.

**Article 45** - The dividends and the interest on capital considered in the sixth paragraph of Article 44 that is attributed to the shareholders will not be subject to interest, and if not claimed within 3 (three) years of the initial date for payment of each dividend or payment of interest on capital, will revert to the Company.

## **CHAPTER X** **SHAREHOLDERS AGREEMENT**

**Article 46** - The Shareholders Agreements duly registered at the Company's headquarters, which, among other things, establish clauses and conditions for the purchase and sale of shares issued by the Company, preemptive rights in acquiring the same, exercising voting rights or power of control, will be respected by the Company, by Management and by the President of the General Meetings.

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**Sole Paragraph** - The obligations and responsibilities arising from such agreements will be valid and will be binding on third parties as soon as such agreements have been registered in the Company's books. Company management will ensure that these agreements are respected and the President of the General Meeting or the President of the Meetings of the Board of Directors will, as the case may be, act in accordance with the terms established in law.

**CHAPTER XI**  
**GENERAL CONSIDERATIONS**

**Article 47** - The Company shall be liquidated pursuant to the terms of the law.

**Sole Paragraph** - In the event of the extrajudicial liquidation of the Company, it shall be incumbent on the General Meeting to determine the manner of liquidation, appoint the liquidator and the Audit Committee that will function during the liquidation period.

## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: February 11, 2010

### BRASKEM S.A.

By:           /s/           Carlos José Fadigas de Souza Filho

Name: Carlos José Fadigas de Souza Filho

Title: Chief Financial Officer

### FORWARD-LOOKING STATEMENTS

This press release may contain forward-looking statements. These statements are statements that are not historical facts, and are based on management's current view and estimates of future economic circumstances, industry conditions, company performance and financial results. The words "anticipates", "believes", "estimates", "expects", "plans" and similar expressions, as they relate to the company, are intended to identify forward-looking statements. Statements regarding the declaration or payment of dividends, the implementation of principal operating and financing strategies and capital expenditure plans, the direction of future operations and the factors or trends affecting financial condition, liquidity or results of operations are examples of forward-looking statements. Such statements reflect the current views of management and are subject to a number of risks and uncertainties. There is no guarantee that the expected events, trends or results will actually occur. The statements are based on many assumptions and factors, including general economic and market conditions, industry conditions, and operating factors. Any changes in such assumptions or factors could cause actual results to differ materially from current expectations.

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