

STOCKHOLDERS' AGREEMENT OF GRENDENE S.A.:  
FIFTH AMENDMENT, AND CONSOLIDATED TEXT

By this private instrument, the Parties:

**ALEXANDRE G. BARTELLE PARTICIPAÇÕES S.A.**, a corporation with head office at Avenida Pedro Grendene 131, Sala 10, Bairro Volta Grande, CEP 95180-052 Farroupilha, in the State of Rio Grande of the Sul, registered in the CNPJ/MF under No. 04.819.746/0001-82, herein represented in accordance with its by-laws ('AGBPar');

**ALEXANDRE GRENDENE BARTELLE**, Brazilian, single, of age, entrepreneur, bearer of identity card RG 5006352289 SSP/RS and CPF 098.675.970-87, resident and domiciled at Rua Rui Barbosa 142, Apto. 1201, CEP 95170-440 Farroupilha, Rio Grande do Sul ('Alexandre')(when jointly with AGBPar, 'the Block A Stockholders');

**PEDRO GRENDENE BARTELLE**, Brazilian, married with separation of assets, entrepreneur, bearer of identity card RG 8006751872 SSP/RS and CPF 098.647.840-72, resident and domiciled at Rua Raineri Petrini 1420, Bairro Volta Grande, Sítio Manacá, 95181-060 Farroupilha, Rio Grande do Sul ("Pedro");

**PEDRO BARTELLE**, Brazilian, married with separation of assets, entrepreneur, bearer of Identity Card RG 7028922206 SSP/RS and CPF/MF 685.957.430-53, resident and domiciled at Rua 24 de Outubro 997, Apto. 801, Bairro Moinhos de Vento, CEP 90510-002, in the city of Porto Alegre, Rio Grande do Sul ('Pedro Filho');

**GIOVANA BARTELLE VELLOSO**, Brazilian, married under the regime of partial common ownership of assets, entrepreneur, bearer of Identity Card RG 54.861.574-3 SSP/SP and CPF/MF 685.957.780/00, resident and domiciled at Rua Dr. Seráfico de Assis Carvalho 103, Apto. 61, Jardim Guedala, 05614-040 São Paulo, São Paulo State ('Giovana');

**MARIA CRISTINA NUNES DE CAMARGO**, Brazilian, divorced, lawyer, bearer of Identity Card RG 11.975.216-5 SSP/SP and CPF 064.842.538-03, resident and domiciled at Rua Armando Petrella 431, Torre 3, Apto. 21, Jardim Panorama, 05679-010 São Paulo, São Paulo State ('Maria Cristina');

A free translation of the original in Portuguese

**ANDRÉ DE CAMARGO BARTELLE**, Brazilian, married, entrepreneur, bearer of Identity Card RG 28.929.000-4 SSP/SP and CPF 354.047.748-94, resident and domiciled at Av. Horácio Lafer 123, Apto 252, Jardim Paulista, 04538-080 São Paulo, São Paulo State (‘André’);

**GABRIELLA DE CAMARGO BARTELLE**, Brazilian, single, entrepreneur, bearer of Identity Card RG 28.930.000-9 SSP/SP and CPF 370.718.138-33, resident and domiciled at Rua Armando Petrella 431, Torre 3, Apto. 21B, Jardim Panorama, 05679-010 São Paulo, São Paulo State (‘Gabriella’) (Pedro, Pedro Filho, Giovana, Maria Cristina, André and Gabriella jointly being ‘the Block B Stockholders’),

and further, as consenting party:

**GRENDENE S.A.**, a corporation with head office at Avenida Pimentel Gomes 214, 62040-125 Sobral, State of Ceará, registered in the CNPJ/MF under No. 89.850.341/0001-60, herein represented in accordance with its by-laws (‘Grendene’ or ‘the Company’);

**– WHEREAS:**

- A.** On October 6, 2004, AGBPar, Verona Negócios e Participações S.A. (‘Verona’) and Grendene Negócios S.A. (‘Grendene Negócios’) signed, with the Company, Alexandre, Pedro, Maria Cristina and Élide Lurdes Bartelle as consenting parties, a Stockholders’ Agreement (‘the Agreement’), in their status as stockholders of the Company, to specify and govern rights and obligations relating to the exercise of the power of control of the Company;
- B.** on June 15, 2011 AGBPar, Verona and Grendene Negócios, with the Company, Alexandre, Pedro, Maria Cristina, Pedro Filho and Giovana as consenting parties, signed the First Amendment to the Agreement, by which Pedro Filho and Giovana became signatories to the Agreement due to the succession of Élide Lurdes Bartelle;
- C.** on July 30, 2013, AGBPar, Verona, Grendene Negócios, Pedro Filho and Giovana signed, with the Company, Alexandre, Pedro and Maria Cristina as consenting parties, the Second Amendment to the Agreement, by which, due to the reduction of capital of the companies AGBPar and Verona, Alexandre, Pedro and Maria Cristina received, jointly with Pedro Filho and Giovana,

common shares in the Company, and on the same date Alexandre, Pedro and Maria Cristina became signatories to the Stockholders' Agreement;

- D.** on July 29, 2016, AGBPar, Verona, Grendene Negócios, Pedro Filho, Giovana, Alexandre, Pedro and Maria Cristina signed, with the Company as consenting parties, the Third Amendment to the Agreement, by which, due to the partial split of Grendene Negócios, Grendene Negócios transferred to AGBPar and Verona all of the shares it held in the Company, ceasing to be a stockholder and therefore ceasing to be a party to the Agreement;
- E.** On July 18, 2017, AGBPar, Verona, Pedro Filho, Giovana, Alexandre, Pedro, Maria Cristina, André and Gabriella signed, with the Company as consenting party, the Fourth Amendment to the Agreement, by which, due to the reduction of capital of Verona, Verona transferred to the signatories Pedro, Pedro Filho and Giovanna, and to André and Gabriella, all of the shares it owned in the Company, ceasing to be stockholders and consequently ceasing to be parties to the Agreement, and on the same date André and Gabriella became parties to the Stockholders' Agreement;
- F.** on today's date, AGBPar, by reduction of its capital, has transferred to its stockholder Alexandre, already previously a signatory to the Agreement, all of the 279,900,036 common shares it held in the company and which were bound by the Agreement, which represent 31.0255% of the Company's share capital;
- G.** as a result of the reduction of capital and the transfers of shares set out above, AGBPar has ceased to be a stockholder of the Company, and thus also consequently ceases to be a party to the Stockholders' Agreement; and
- H.** the Parties further wish to: (i) formalize the event of Maria Cristina leaving the Agreement, and the whole of her shares being released from being bound by the Agreement; (ii) release a certain number of shares in the Company held by the other signatories of the Agreement; (iii) include new provisions governing the right of first refusal and the transfer of Bound Shares between the signatories, and governing disposal of the Bound Shares; (iv) extend the period of validity of the Agreement; and (v) make the necessary adaptations to the Agreement to maintain its principal terms and conditions in the form in which they have been in force since its signature in 2004;

Do now hereby, by full and common agreement, decide to enter into this present Private Instrument of Fifth Amendment to, and Consolidation of, the Stockholders' Agreement of Grendene S.A. ('the Amendment'), under the following terms and conditions:

**I – AGBPar and Maria Cristina leave the Agreement**

1. In view of the reduction of capital of AGBPar which has taken place on today's date, as per item 'F' of the preamble above, AGBPar ceases to be a stockholder of the Company, and consequently a party to the Agreement for all purposes, transferring all the common shares that it held and which are bound by the Agreement to Alexandre, already a signatory of the Agreement, who succeeds AGBPar in this Agreement.
2. AGBPar concedes to the other Parties and to the Company the most complete, general, and irrevocable quittance in relation to the rights and obligations specified in the Agreement, and also receives identical quittance from them.
3. At the same moment, the Parties, by full and common agreement, decide to release all the Bound Shares in the Company held by the stockholder Maria Cristina from being bound under this Agreement, and Maria Cristina hereby ceases to be a party to the Agreement, which is now rescinded in relation to Maria Cristina, for all purposes.
4. Maria Cristina grants to the other Parties, to AGBPar and to the Company the most complete, general, and irrevocable quittance in relation to the rights and obligations specified in the Agreement, and also receives identical quittance from them.
5. With AGBPar and Maria Cristina having ceased to be parties to the Agreement, the Parties decide to alter the drafting of Clause 4.3 of the Agreement, to the following:

*“Clause 4.3. Representation of the Stockholders for the purposes of vote in Prior Meetings. Determination of the representative, and orientation of the vote of the Stockholders to be given in the Prior Meeting shall obey the provisions of this Clause.*

*4.3.1. The Stockholder Alexandre or, in the event of his being deceased or incapable, his successors such as acquire shares in the Company ('Block A Stockholders') shall, subject to the provisions of Clause 4.3.3, meet prior to each Prior Meeting to decide the person who will represent them in the Prior Meeting, and the orientation of vote to be given in that meeting. Subject to the provisions of Clause 4.3.3, the*

*quorum for decision to define the representative and orientation of the vote to be given in the Prior Meeting by the Block A Stockholders, as specified in this Clause, shall be a majority of the Bound Shares held by the Stockholder members of Block A.*

*4.3.2. Similarly, the Stockholders, Pedro, Pedro Filho, Giovana, André and Gabriella, or in the event of decease or incapacity, their successors such as acquire shares in the Company ('Block B Stockholders') shall, subject to the provisions of Clause 4.3.2.1, meet prior to each Prior Meeting to define the person who will represent them in the Prior Meeting, and also the orientation of vote to be given in that meeting. Subject to the provisions of Clause 4.3.2.1, the quorum for decision on the definition of the representative and orientation of vote to be given in the Prior Meeting by the Block B Stockholders specified in this clause shall be 50.01% (fifty point zero one percent) of the Bound Shares held by the Stockholders who are members of Block B.*

*4.3.2.1. For as long as Pedro is alive and fully capable, it shall be for him to define the representative and the orientation of the vote to be given in the Prior Meeting and General Meeting of Stockholders of the Company by the Block B Stockholders. In the event of his death or incapacity (absolute or relative), the quorum for decision on the representative and orientation of vote to be given in the Prior Meeting by the Block B Stockholders shall be that specified in Clause 4.3.2 above.*

*4.3.3. In the event that Alexandre loses his legal capacity or dies, and provided that Pedro is fully capable and holds the power of control of Block B, for the first 5 (five) years following Alexandre's death or lack of legal capacity, the Block A Stockholders shall exercise their right to vote in accordance with the decisions on voting to be given by the representative of the Block B Stockholders in the General Meetings of Stockholders and in the Prior Meetings of the Company."*

## **II – Alteration in the number of shares bound by the Agreement**

6. The Parties hereby decide by full and common accord to alter the number of Bound Shares, bound by the Agreement, namely to release from the Agreement 128,716,531 (one hundred twenty eight million seven hundred sixteen thousand five

hundred thirty one) common shares in the Company, held by the Stockholders, of the total of 628,716,531 (six hundred twenty eight million seven hundred sixteen thousand five hundred thirty one) Bound Shares, in the proportion of the respective holdings of each one of the Stockholders in the Company's share capital, according to the following table:

Stockholder	Bound shares	Unbound shares	Total shares
Alexandre	270,000,000	101,691,807	371,691,807
Pedro	116,000,000	9,312,376	125,312,376
Pedro Filho	32,000,000	4,465,597	36,465,597
Giovana	32,000,000	5,132,797	37,132,797
André	25,000,000	4,201,277	29,201,277
Gabriella	25,000,000	3,912,677	28,912,677
<b>TOTAL</b>	<b>500,000,000</b>	<b>128,716,531</b>	<b>628,716,531</b>

7. As a result of the change in the number of Bound Shares under the Agreement, the Parties decide to change the drafting of Clause 3.2 of the Agreement, to the following:

*“Clause 3.2. Bound Shares, Unbound Shares, and Ownership of the Shares. This Agreement binds the totality of the common shares in the Company identified in the column “Bound Shares” of the table in Clause 3.2.1 below, owned by the Stockholders, or such as may in the future, by them or by their permitted assignees or successors in accordance with this Agreement, be owned as a result of the ownership of such common shares, due to any reason or process, including by subscription, acquisition, share bonus, distribution of dividends paid in shares, capitalization of credits, profits or other reserves, or any share split or reverse share split, or as a result of exchange, conversion, absorption (including absorption of shares), merger, corporate split or any other type of stockholding reorganization, and also securities that are convertible into shares in the Company or rights of first refusal or preference for subscription thereof (in all cases, ‘Bound Shares’). The common shares identified in the column “Unbound Shares” of the table in Clause 3.2.1 below, owned by the Stockholders or such as are or may in the future, by them or by their permitted assignees or successors in accordance with this Agreement, be owned exclusively as a result of the ownership of such common shares, due to any reason or process (‘Unbound Shares’), and when referred to jointly with*

*the Bound Shares ('Shares'), are not bound by nor are subject to the provisions of this Agreement, except in the terms of Clause 3.2.2 below.*

*3.2.1. On today's date the Stockholders hold a total of 628,716,531 (six hundred twenty eight million seven hundred sixteen thousand five hundred thirty one) common shares in the Company, of which 500,000,000 (five hundred million) are Bound Shares, and 128,716,531 (one hundred twenty eight million seven hundred sixteen thousand five hundred thirty one) are Unbound Shares, as shown in this table:*

<i><b>Stockholder</b></i>	<i><b>Bound shares</b></i>	<i><b>Unbound shares</b></i>	<i><b>Total shares</b></i>
<i>Alexandre</i>	<i>270,000,000</i>	<i>101,691,807</i>	<i>371,691,807</i>
<i>Pedro</i>	<i>116,000,000</i>	<i>9,312,376</i>	<i>125,312,376</i>
<i>Pedro Filho</i>	<i>32,000,000</i>	<i>4,465,597</i>	<i>36,465,597</i>
<i>Giovana</i>	<i>32,000,000</i>	<i>5,132,797</i>	<i>37,132,797</i>
<i>André</i>	<i>25,000,000</i>	<i>4,201,277</i>	<i>29,201,277</i>
<i>Gabriella</i>	<i>25,000,000</i>	<i>3,912,677</i>	<i>28,912,677</i>
<i><b>TOTAL</b></i>	<i><b>500,000,000</b></i>	<i><b>128,716,531</b></i>	<i><b>628,716,531</b></i>

*3.2.2. This Agreement does not cover, restrain or encumber Unbound Shares in the Company held now or in the future by Stockholders and/or their permitted assignees or successors arising from the said Unbound Shares in accordance with this Agreement. However, in relation to the policy rights of the Unbound Shares the Stockholders, and their permitted assignees and/or successors, undertake, for as long as they are holders of Unbound Shares, not to exercise the related voting right, and to instruct their representatives not to vote, as the case may be, whenever such vote is determinant in blocking the vote of the Stockholders decided under this Agreement, and also not to request multiple vote, nor establishment of the Audit Board, nor to exercise rights of voting, including under the separate-vote system, for election of members of the Board of Directors or of the Audit Board: they shall, thus, fully obey the vote taken as a Block by the Stockholders in accordance with the provisions of this Agreement.*

*3.2.3 Each one of the Stockholders hereby warrants that it is the legitimate owner of the Shares, as identified in the table contained in Clause 3.2.1 above, and that they are, as applicable and except for the provisions of this Agreement, free and unencumbered by any lien or duty."*

### **III – Inclusion of a Clause on Right of First Refusal in any Transfer of Bound Shares or placement of any encumbrance on Bound Shares**

8. The Parties hereby decide by full common agreement to include in the Agreement new Clauses on Transfer, Right of First Refusal, and Encumbrance of Bound Shares, which shall receive the numbering 5.1, 5.2 and 5.3, with renumbering of the other subsequent clauses:

*“Clause 5.1. Transfer of Bound Shares. All and any transactions involving direct or indirect Transfer of Bound Shares in the Company must obey the provisions of this Clause 5 and the applicable law.*

*5.1.1. Any direct or indirect Transfer of Bound Shares which does not in all aspects obey the provisions of this Clause 5 and of the applicable law shall be considered null and without effect for all purposes.*

*5.1.2. The Company and its managers may not accept, nor record in the Company’s books, records or corporate documents any direct or indirect Transfer of Bound Shares that does not comply with this Agreement or the applicable law.*

*5.1.3. Any Third Party acquiring any number of Bound Shares must adhere in full to the terms and conditions of this Agreement.*

*5.1.4. Transfers of Bound Shares by any Stockholder to an Affiliated Company of that Stockholder, or to exclusive investment funds held by that Stockholder, shall be permitted, without the need to obey the Right of First Refusal specified in Clause 5.2 below.*

*Clause 5.2. Right of first refusal: During the period of validity of this Agreement, in the event that any Stockholder (‘the Offering Stockholder’) receives an offer to transfer, directly or indirectly, all or part of that Stockholder’s Bound Shares (‘the Offered Shares’) to a Third Party (‘a Share Offer’), such Shareholder must first advise the other Stockholders (‘Offered Stockholders’) of this fact, in writing, giving specific details of the terms and conditions of the Transfer and the data and organization diagrams of the Third Party interested in acquiring the Offered Shares (‘Notice of Offer’). The Offered Stockholders shall have the right of preference in acquisition of the*



*totality, and no less than the totality, of the Offered Shares, in proportion to their respective holdings of Bound Shares, provided that this is subject to the conditions established in the subclauses below, and for the same price, terms and conditions stipulated in the Share Offer ('the Right of First Refusal').*

*5.2.1. The Parties having first preference in acquisition of the Offered Shares shall be the Offered Stockholders that are in the same Block as the Offering Stockholder, as specified in Clause 4.3, and, subsequently, the other Stockholders. Each one of the Offered Stockholders of the same Block shall have 30 (thirty) days from receipt of the Notice of Offer to notify the Offering Stockholder in writing of their intention to exercise their Right of First Refusal, with copy to the other Offered Stockholders.*

*5.2.2. After the Offered Stockholders of the same Block have stated their intention to exercise their Right of First Refusal, they shall have a period of up to 30 (thirty) days to acquire the Offered Shares and make full payment for the Offered Shares now acquired or to make payment of the first portion of the respective agreed price, if the payment conditions of the Offer specify settlement by instalments. If, during this period of 30 (thirty) days, an Offered Stockholder of the same Block does not comply with their commitment to acquire the total of the Offered Shares, the provisions of Clause 5.2.3 shall be applied automatically. Failure by any one of the Offered Stockholders of the same Block to notify the Offering Stockholder or to acquire the shares within the periods established by Clause 5.2.1 and Clause 5.2.2 shall be interpreted as waiver of that Offered Stockholder's Right of First Refusal in relation to the Share Offer.*

*5.2.3. If the period specified in Clause 5.2.1 expires and the Offered Stockholders of the same Block do not declare the intention to acquire the totality of the Offered Shares, or if a specific Offered Stockholder of the same Block does not comply with their commitment to acquire the totality of the Offered Shares in the period stipulated in Clause 5.2.2 above, the Offering Stockholder shall, on the day following the expiry of the said periods, advise the other Offered Stockholders in writing and they shall then have 15 (fifteen) days to notify the Offering Stockholder in writing, with a copy to the other Offered Stockholders of their intention to exercise their Right of First Refusal.*

*5.2.4. After the other Offered Stockholders have declared their intention to exercise their Right of First Refusal, they shall have up to 30 (thirty) days to acquire the Offered Shares and to make full payment of the Offered Shares thus acquired or to make the payment of the first instalment of the related agreed price if the conditions of payment of the Share Offer provide for settlement in instalments. If during this period of 30 (thirty) days an Offered Stockholder does not comply with their commitment to acquire the totality of the Offered Shares, the provisions of Clause 5.2.5 shall be applied automatically. Failure by any one of the Offered Stockholders to notify the Offering Stockholder or to acquire the shares within the period established in Clause 5.2.3 and Clause 5.2.4 shall be interpreted as waiver of their Right of First Refusal in relation to the Offer.*

*5.2.5. If the period established in Clause 5.2.3 expires and the other Offered Shareholders do not declare their intention to acquire the totality of the Offered Shares, or if one of the other Offered Shareholders does not comply with its commitment to acquire the totality of the Offered Shares in the period stipulated in Clause 5.2.4 above, then the Offering Stockholder may dispose of the totality of its Offered Shares to the interested Third Party, as informed in the Notice of Offer, on the same terms and conditions described in that Notice, and provided that the interested Third Party adheres entirely to all the terms and conditions of this Agreement.*

*5.2.6. If the sale of the Offered Shares to the interested Third Party does not take place within 120 (one hundred twenty) calendar days of the Notice of Offer, on the terms and conditions of that Notice, and if the Offering Stockholder and Third Party initially interested in acquiring the Offered Shares still have the intention of selling and buying them, respectively, the procedure specified in this Clause 5.2 shall be repeated.*

*Clause 5.3. Prohibition on placement of any encumbrance on Bound Shares. The Stockholders further agree not to place any lien, charge or similar encumbrance on the Bound Shares, with the exception of usufruct or any clauses of non-communicability and prohibition on offering for pledge or attachment made in donation or in a Will, and shall also abstain from entering into agreements or other commitments that make provision for Transfer of*

*Bound Shares unless, in each case, previously approved in writing unanimously by the Stockholders and provided that, even if approved, the beneficiary or counterparty, before placing of such encumbrance, or signature of such commitment, undertakes in writing to comply with the terms and conditions of this present Agreement. The creation of any encumbrance in violation of the provisions of this Agreement shall be invalid and shall not be recognized nor made to take effect by the Stockholders or by the Company.*

*5.3.1. In the event that the Bound Shares owned by any of the Stockholders become the subject of imposition of an involuntary encumbrance, such as attachment, arrest or other type of judicial restraint ('Attached Bound Shares'), the Stockholder of the Attached Bound Shares shall apply to the competent Court to release the Shares, within a period not greater than that specified in Article 847 of the Code of Civil Procedure.*

*5.3.2. If the Attached Bound Shares are not released and a forced execution is begun by the competent Court, in the terms of Article 861 of the Code of Civil Procedure, the other Stockholders shall have the right to acquire said Attached Bound Shares, for the Price of the Attached Bound Shares, subject to the provisions in the following clauses and the order of preference between Shareholders of the same Block, as specified in Clauses 5.2.1 to 5.2.6 above.*

*5.3.3. The price of the Attached Bound Shares that shall be offered to the other Stockholders in accordance with Article 861, sub-items I and II of the Code of Civil Procedure ('the Price of the Attached Bound Shares') shall be equal to the average of the daily market closing prices of the shares in the Company, weighted by daily trading volume, in the 60 (sixty) trading sessions of the stock exchange immediately prior to the date of the action for execution being filed with a court.*

*5.3.4. If more than one Stockholder exercises the right of purchase, these Stockholders shall acquire the Attached Bound Shares in proportion to the number of Bound Shares held by them as a ratio of the total of the Bound Shares in the Company bound by this Agreement, with the exception of the holding owned by the Stockholder of the Attached Bound Shares and of those Stockholders that do not exercise the right to purchase."*

#### **IV – Extension of the period of the Agreement**

9. The Parties hereby decide by full and common accord to extend the period of the Agreement to November 12, 2043, and to alter the drafting of Clause 5.1 of the Agreement, which with the renumbering of clauses specified in Item 8 above has become Clause 6.1, to the following:

*“Clause 6.1. Period of validity. This Agreement comes into effect on today’s date and shall remain in effect until November 12, 2043, and may be rescinded in the event of statement in writing by Stockholders representing at least 50.01% (fifty point zero one percent) of the Bound Shares, subject to the provisions of Clauses 4.3 to 4.3.3 above.”*

#### **V – Other Adjustments, and Consolidation of the Agreement**

10. For the purpose of including all the above alterations and maintaining the principal terms and conditions of the Agreement in the form in which they have been in effect since its signature in 2004, the Parties have decided to adjust and consolidate the Agreement, making the due adaptations, with repositioning and renumbering of its clauses, and also with alteration of the arbitration chamber that is competent to resolve any conflicts arising from the Agreement, which shall now be in force with the new drafting contained in Appendix A to this Amendment.

11. The Parties and the Company hereby irrevocably declare themselves to be totally in agreement with the transfers of shares referred to above.

12. This Amendment is signed irrevocably, and binds heirs and those who may become successors by reason of any event whatsoever.

13. This Agreement and its Appendix A are filed at the Company’s head office.

A free translation of the original in Portuguese

Being thus agreed and contracted the Parties sign this instrument, in the presence of two witnesses.

Sobral – Ceará, November 12, 2018.

**ALEXANDRE G. BARTELLE PARTICIPAÇÕES S.A.**

**ALEXANDRE GRENDENE BARTELLE**

**PEDRO GRENDENE BARTELLE**

**PEDRO BARTELLE**

**GIOVANA BARTELLE VELLOSO**

**MARIA CRISTINA NUNES DE CAMARGO**

**ANDRÉ DE CAMARGO BARTELLE**

**GABRIELLA DE CAMARGO BARTELLE**

**GRENDENE S.A.**

Witnesses \_\_\_\_\_

1. \_\_\_\_\_.  
Name: CRISTIANO PIERRE MOREIRA  
CPF/MF: 711.479.000-78  
RG: 2056453638 SSP-RS

2. \_\_\_\_\_.  
Name: ROSMARI ECKER  
CPF/MF: 281.936.010-68  
RG: 5000545854 SSP-RS

Appendix A

– to the Fifth Amendment to, and Consolidation of, the Stockholders’ Agreement of Grendene S.A. (private instrument), signed on November 12, 2018.

**STOCKHOLDERS’ AGREEMENT OF GRENDENE S.A.**

By this present Stockholders’ Agreement (‘the Agreement’), the Parties:

**ALEXANDRE GRENDENE BARTELLE**, Brazilian, single, of age, entrepreneur, bearer of identity card RG 5006352289 SSP/RS and CPF 098.675.970-87, resident and domiciled at Rua Rui Barbosa 142, Apto. 1201, CEP 95170-440 Farroupilha, Rio Grande do Sul (“Alexandre” “the Block A Stockholder”);

**PEDRO GRENDENE BARTELLE**, Brazilian, married with separation of assets, entrepreneur, bearer of identity card RG 8006751872 SSP/RS, and CPF 098.647.840-72, resident and domiciled at Rua Raineri Petrini 1420, Bairro Volta Grande, Sítio Manacá, 95181-060 Farroupilha, Rio Grande do Sul (“Pedro”);

**PEDRO BARTELLE**, Brazilian, married with separation of assets, entrepreneur, bearer of Identity Card RG 7028922206 SSP/RS and CPF/MF 685.957.430-53, resident and domiciled at Rua 24 de Outubro 997, Apto. 801, Bairro Moinhos de Vento, CEP 90510-002, in the city of Porto Alegre, Rio Grande do Sul (‘Pedro Filho’);

**GIOVANA BARTELLE VELLOSO**, Brazilian, married under the regime of partial common ownership of assets, entrepreneur, bearer of Identity Card RG 54.861.574-3 SSP/SP and CPF/MF 685.957.780/00, resident and domiciled at Rua Dr. Seráfico de Assis Carvalho 103, Apto. 61, Jardim Guedala, 05614-040 São Paulo, São Paulo State (‘Giovana’);

**ANDRÉ DE CAMARGO BARTELLE**, Brazilian, married, entrepreneur, bearer of Identity Card RG 28.929.000-4 SSP/SP and CPF 354.047.748-94, resident and domiciled at Av. Horácio Lafer 123, Apto 252, Jardim Paulista, 04538-080 São Paulo, São Paulo State (‘André’);

A free translation of the original in Portuguese

**GABRIELLA DE CAMARGO BARTELLE**, Brazilian, single, entrepreneur, bearer of Identity Card RG 28.930.000-9 SSP/SP and CPF 370.718.138-33, resident and domiciled at Rua Armando Petrella 431, Torre 3, Apto. 21B, Jardim Panorama, 05679-010 São Paulo, São Paulo State ('Gabriella') (Pedro, Pedro Filho, Giovana, André and Gabriella jointly being 'the Block B Stockholders');

and further, as consenting party:

**GRENDENE S.A.**, a corporation with head office at Avenida Pimentel Gomes 214, 62040-125 Sobral, State of Ceará, registered in the CNPJ/MF under No. 89.850.341/0001-60, herein represented in accordance with its by-laws ('Grendene' or 'the Company');

– **WHEREAS:**

- A.** On today's date the Stockholders, jointly, are legitimate owners of common shares in the Company representing 69.6901% of the share capital;
- B.** The Stockholders intend to set out and specify the reciprocal rights and obligations that shall govern the exercise, by them, of the Power of Control of the Company;

– they have hereby agreed and decided to sign this Agreement, which is governed by the following provisions:

**CLAUSE ONE**  
**DEFINITIONS**

Clause 1.1. Definitions: For the purposes of this Agreement, the following terms shall have the following meanings:

'Stockholders' has the meaning attributed to it in the preamble to this Agreement.

'Block A Stockholders' has the meaning attributed to it in Clause 4.3.1 of this Agreement.

'Block B Stockholders' has the meaning attributed to it in Clause 4.3.2 of this Agreement.

'Offering Stockholder' has the meaning attributed to it in Clause 5.2 of this Agreement.

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‘Offered Stockholders’ has the meaning attributed to it in Clause 5.2 of this Agreement.

‘Agreement’ means this Stockholders’ Agreement, between the Stockholders of Grendene, as amended.

‘Shares’ has the meaning attributed to it in Clause 3.2 of this Agreement.

‘Unbound Shares’ has the meaning attributed to it in Clause 3.2 of this Agreement.

‘Offered Shares’ has the meaning attributed to it in Clause 5.2 of this Agreement.

‘Bound Shares’ has the meaning attributed to it in Clause 3.2 of this Agreement.

‘Attached Bound Shares’ has the meaning attributed to it in Clause 5.3.1 of this Agreement.

‘Affiliate’ (or ‘Affiliated’) refers to any or all of: (i) a legal entity over which the Stockholder directly or indirectly exercises the Power of Control; (ii) a legal entity that is under the same Power of Control as the Stockholder; or (iii) an individual or legal entity that directly or indirectly holds the Power of Control over the Stockholder.

‘General Meeting of Stockholders’ has the meaning attributed to it in Clause 4.1 of this Agreement.

‘B3’ means the São Paulo trading exchange *B3 S.A. Brasil, Bolsa, Balcão*.

‘Control Block’ means the block formed by the Stockholders, in the terms of this Agreement, who jointly exercise the Power of Control of the Company.

‘CAM’ has the meaning attributed to it in Clause 7.2.1 of this Agreement.

‘CVM’ means the Brazilian Securities Commission

‘Right of First Refusal’ has the meaning attributed to it in Clause 5.2 of this Agreement.

‘Notice of Offer’ has the meaning attributed to it in Clause 5.2 of this Agreement.

‘Encumbrance’ means the situation of being giving as deposit, surety, mortgage, charge, being under fiduciary disposal or chattel mortgage, guarantee, easement, charge, burden, restriction, reserve, option, right of first refusal, usufruct, or any agreement that results in disposal (including any purchase and sale undertaking, options, purchase and sale with or subject to conditions, etc.) or any other charge or



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encumbrance of any nature that restricts the free and full exercise of ownership over a given asset or right.

‘Power of Control’ means the power used in practice to direct the corporate activities and orient the functioning of the bodies of the Company, in direct or indirect manner, in fact or in law. There is a relative presumption of holding of the Power of Control in relation to the person or to the group of persons linked by a stockholders’ agreement or under common control that is owner of shares that give it the absolute majority of the votes of the stockholders present in the last 3 (three) General Meetings of Stockholders of the Company, even if not being owner of shares ensuring it the absolute majority of the voting capital.

‘Price of the Attached Bound Shares’ has the meaning attributed to it in Clause 5.3.3 of this Agreement.

‘Regulations’ has the meaning attributed to it in Clause 7.2.1 of this Agreement.

‘Prior Meeting’ means the meeting of Stockholders, regulated in Clause Four of this Agreement, which must take place prior to the General Meetings of Stockholders to determine the content of the vote of the Bound Shares in the related General Meeting of Stockholders.

‘Transfer’ means any act that directly or indirectly involves, voluntarily or involuntarily, transfer, disposal, sale, exchange, assignment (free of charge or for consideration) (including assignment of the right of first refusal), exchange, donation, contribution, grant of option for sale, or any other form of negotiation/trading and, further, any other form of transfer or loss of property, whether directly or indirectly, partially or totally, including without limitation through merger, absorption, split or other corporate reorganization.

‘Arbitration Tribunal’ has the meaning attributed to it in Clause 7.2.3 of this Agreement.

## **CLAUSE TWO – OBJECT OF THE AGREEMENT**

Clause 2.1. Object of the Agreement. The object of this Agreement is to establish the reciprocal rights and obligations of the Stockholders of the Company, in their status as representatives of the Controlling Block of the Company, and it shall orient and direct the exercise, by the Stockholders, of the Power of Control of the Company.

**CLAUSE THREE –**  
**FUNDAMENTAL PRINCIPLES OF THE COMPANY; BOUND SHARES**

Clause 3.1. Fundamental Principles of the Company. The Stockholders shall exercise their vote and the Power of Control in such a way as to seek achievement by the Company of a high level of productivity, profitability and competitiveness, and also sustainable growth of its business, in a professional, transparent and ethical manner.

Clause 3.2. Bound Shares, Unbound Shares, and Ownership of the Shares. This Agreement binds the totality of the common shares in the Company identified in the column “Bound Shares” of the table in Clause 3.2.1 below, owned by the Stockholders, or such as may in the future, by them or by their permitted assignees or successors in accordance with this Agreement, be owned as a result of the ownership of such common shares, due to any reason or process, including by subscription, acquisition, share bonus, distribution of dividends paid in shares, capitalization of credits, profits or other reserves, or any share split or reverse share split, or as a result of exchange, conversion, absorption (including absorption of shares), merger, corporate split or any other type of stockholding reorganization, and also securities that are convertible into shares in the Company or rights of first refusal or preference for subscription thereof (in all cases, ‘Bound Shares’). The common shares identified in the column “Unbound Shares” of the table in Clause 3.2.1 below, owned by the Stockholders or such as are or may in the future, by them or by their permitted assignees or successors in accordance with this Agreement, be owned exclusively as a result of the ownership of such common shares, due to any reason or process (‘Unbound Shares’), and when referred to jointly with the Bound Shares (‘Shares’), are not bound by nor are subject to the provisions of this Agreement, except in the terms of Clause 3.2.2 below.

3.2.1. On today’s date the Stockholders hold a total of 628,716,531 (six hundred twenty eight million seven hundred sixteen thousand five hundred thirty one) common shares in the Company, of which 500,000,000 (five hundred million) are Bound Shares, and 128,716,531 (one hundred twenty eight million seven hundred sixteen thousand five hundred thirty one) are Unbound Shares, as shown in this table:

<i>Stockholder</i>	<i>Bound shares</i>	<i>Unbound shares</i>	<i>Total shares</i>
<i>Alexandre</i>	<i>270,000,000</i>	<i>101,691,807</i>	<i>371,691,807</i>
<i>Pedro</i>	<i>116,000,000</i>	<i>9,312,376</i>	<i>125,312,376</i>
<i>Pedro Filho</i>	<i>32,000,000</i>	<i>4,465,597</i>	<i>36,465,597</i>
<i>Giovana</i>	<i>32,000,000</i>	<i>5,132,797</i>	<i>37,132,797</i>
<i>André</i>	<i>25,000,000</i>	<i>4,201,277</i>	<i>29,201,277</i>
<i>Gabriella</i>	<i>25,000,000</i>	<i>3,912,677</i>	<i>28,912,677</i>
<b><i>TOTAL</i></b>	<b><i>500,000,000</i></b>	<b><i>128,716,531</i></b>	<b><i>628,716,531</i></b>

3.2.2. This Agreement does not cover, restrain or encumber Unbound Shares in the Company held now or in the future by Stockholders and/or their permitted assignees or successors arising from the said Unbound Shares in accordance with this Agreement. However, in relation to the policy rights of the Unbound Shares the Stockholders, and their permitted assignees and/or successors, undertake, for as long as they are holders of Unbound Shares, not to exercise the related voting right, and to instruct their representatives not to vote, as the case may be, whenever such vote is determinant in blocking the vote of the Stockholders decided under this Agreement, and also not to request multiple vote, nor establishment of the Audit Board, nor to exercise rights of voting, including under the separate-vote system, for election of members of the Board of Directors or of the Audit Board: they shall, thus, fully obey the vote taken as a Block by the Stockholders in accordance with the provisions of this Agreement.

3.2.3 Each one of the Stockholders hereby warrants that it is the legitimate owner of the Shares, as identified in the table contained in Clause 3.2.1 above, and that they are, as applicable and except for the provisions of this Agreement, free and unencumbered by any lien or duty.”

#### **CLAUSE FOUR – EXERCISE OF THE POWER OF CONTROL BY THE STOCKHOLDERS**

Clause 4.1. Votes under this Agreement. Each one of the Stockholders agrees to vote and to cause its representatives to vote in all and any Prior Meeting and General Meeting of Stockholders of the Company (‘General Meeting’) strictly in accordance

with the provisions of this Agreement, so as to result in full compliance and giving of full effect to all its terms and conditions.

Clause 4.2. Prior Meeting. Prior to each General Meeting, a prior meeting shall be called and held to decide on the matters contained in the agenda of such General Meeting, which shall be governed by the following rules ('Prior Meeting'):

- a. Convocation. Provided that the General Meeting has been properly called, the Prior Meeting shall take place independently of convocation. Unless otherwise agreed by the Stockholders present at the Prior Meeting, no matter may be discussed in it that is not on the agenda of the related General Meeting.
- b. Location. The Prior Meeting shall be held at the Company's head office, unless any other location is previously agreed in writing by all the Stockholders.
- c. Time. The Prior Meeting shall be held, on first convocation, at 2 pm of the business day immediately prior to the General Meeting, and at second convocation, at 5 pm on the business day immediately prior to the date of the General Meeting, unless another time is previously agreed by all the Stockholders.
- d. Attendance. The following shall be deemed present, including for the purposes of determination of the quorum for the meeting being open: The Stockholders of each Block (as specified in Clause 4.3 below) the representative of which they participate in the Prior Meeting physically, or through video conference call or by telephone. Participation of only 1 (one) representative of each Stockholder Block (as specified in Clause 4.3 below) shall be allowed. Unless otherwise previously agreed by all the Stockholders, the Prior Meeting shall be chaired by the representative of the Block A Stockholders and the Secretary of the meeting shall be the representative of the Block B Stockholders.
- e. Quorum for the meeting to be in session. The Prior Meeting shall be in session, on first convocation, when all the Stockholders are present, and, on second convocation, with such quorum as is necessary for approval of the matters, as indicated in Clause 4.2(f).
- f. Quorum for Decision. In the Prior Meeting, one vote shall be attributed to each Bound Share owned by the related Stockholder. For approval of any matter the affirmative vote of Stockholders representing at least 50.01% (fifty point zero one percent) of the Bound Shares (subject to the provisions of Clause 4.2(j)) shall be required.

- g. Minutes. In the Prior Meeting, minutes shall be written, which shall be signed by as many parties as are necessary for the decision quorum referred to in Clause 4.2(f) to be reached. A Stockholder that is not physically present at the Prior Meeting may manifest their agreement with the content of the minutes in writing, by sending of a message by fax or an electronic message to the location where the Prior Meeting is held, and the related minutes must be subsequently signed by such Stockholder. The minutes and the confirmations in writing shall be filed at the Company and shall be strictly obeyed by the Company in the related General Meeting.
- h. Binding of the Stockholders. Each one of the Parties agrees that the decisions taken in the Prior Meetings shall bind the vote of all the Stockholders in the said General Meeting, and the Stockholders shall vote in a block in said General Meeting, in accordance with those decisions. Each one of the Stockholders undertakes to cause their respective representatives in the General Meetings to vote in accordance with the decision approved by the Prior Meeting, as regulated in this Clause Four, independently of whether or not they have attended the Prior Meeting and whether they have or have not voted in favor of the decision of the Prior Meeting. The meeting committee of the General Meeting shall be obliged not to record any votes not in agreement with the decisions of the Prior Meeting, and to record the votes of any Stockholders that are absent from the General Meeting to the same effect as the decision of the Prior Meeting. Any exercise, by any of the Stockholders, of the right to vote in the General Meeting not in accordance with the decisions approved in the Prior Meeting or the other provisions applicable in this Agreement shall result in nullity of the vote exercised. Without prejudice to the provisions of this Clause 4.2(h), non-attendance at the General Meeting, and abstentions of vote by any of the Stockholders, shall give any other Stockholder the right to vote, in accordance with the decisions of the Prior Meeting, using the Bound Shares belonging to the Stockholder who has not complied with the obligation to vote in accordance with the decisions of the Prior Meeting, making clear, and causing it to be recorded in the minutes of the General Meeting that they do so based on this Clause 4.2(h).
- i. Suspension of the General Meeting. If the Prior Meeting does not come into session, the Stockholders shall jointly vote in the General Meeting that the General Meeting shall be suspended. In this event, the Stockholders shall hold the Prior Meeting in the shortest period of time possible, so that the suspension ceases to be in effect.

Clause 4.3. Representation of the Stockholders for the purposes of vote in Prior Meetings. Determination of the representative, and orientation of the vote of the Stockholders to be given in the Prior Meeting shall obey the provisions of this Clause.

4.3.1. The Stockholder Alexandre or, in the event of his being deceased or incapable, his successors such as acquire shares in the Company ('Block A Stockholders') shall, subject to the provisions of Clause 4.3.3, meet prior to each Prior Meeting to decide the person who will represent them in the Prior Meeting, and the orientation of vote to be given in that meeting. Subject to the provisions of Clause 4.3.3, the quorum for decision to define the representative and orientation of the vote to be given in the Prior Meeting by the Block A Stockholders, as specified in this Clause, shall be a majority of the Bound Shares held by the Stockholder members of Block A.

4.3.2. Similarly, the Stockholders Pedro, Pedro Filho, Giovana, André and Gabriella, or in the event of decease or incapacity, their successors such as acquire shares in the Company ('Block B Stockholders') shall, subject to the provisions of Clause 4.3.2.1, meet prior to each Prior Meeting to define the person who will represent them in the Prior Meeting, and also the orientation of vote to be given in that meeting. Subject to the provisions of Clause 4.3.2.1, the quorum for decision on the definition of the representative and orientation of vote to be given in the Prior Meeting by the Block B Stockholders specified in this clause shall be 50.01% (fifty point zero one percent) of the Bound Shares held by the Stockholders who are members of Block B.

4.3.2.1. For as long as Pedro is alive and fully capable, it shall be for him to define the representative and the orientation of the vote to be given in the Prior Meeting and General Meeting of Stockholders of the Company by the Block B Stockholders. In the event of his death or incapacity (absolute or relative), the quorum for decision on the representative and orientation of vote to be given in the Prior Meeting by the Block B Stockholders shall be that specified in Clause 4.3.2 above.

4.3.3. In the event that Alexandre loses his legal capacity or dies, and provided that Pedro is fully capable and holds the power of control of Block B, for the first 5 (five) years following Alexandre's death or lack of legal capacity, the Block A Stockholders shall exercise their right to vote in accordance with the decisions on voting to be given by the representative of the Block B

Stockholders in the General Meetings of Stockholders and in the Prior Meetings of the Company.

**CLAUSE FIVE –  
TRANSFER AND ENCUMBRANCE OF BOUND SHARES**

Clause 5.1. Transfer of Bound Shares. All and any transactions involving direct or indirect Transfer of Bound Shares in the Company must obey the provisions of this Clause 5 and the applicable law.

- 5.1.1. Any direct or indirect Transfer of Bound Shares which does not in all aspects obey the provisions of this Clause 5 and of the applicable law shall be considered null and without effect for all purposes.
- 5.1.2. The Company and its managers may not accept, nor record in the Company's books, records or corporate documents any direct or indirect Transfer of Bound Shares that does not comply with this Agreement or the applicable law.
- 5.1.3. Any Third Party acquiring any number of Bound Shares must adhere in full to the terms and conditions of this Agreement.
- 5.1.4. Transfers of Bound Shares by any Stockholder to an Affiliated Company of that Stockholder, or to exclusive investment funds held by that Stockholder, shall be permitted, without the need to obey the Right of First Refusal specified in Clause 5.2 below.

Clause 5.2. Right of first refusal: During the period of validity of this Agreement, in the event that any Stockholder ('the Offering Stockholder') receives an offer to transfer, directly or indirectly, all or part of that Stockholder's Bound Shares ('the Offered Shares') to a Third Party ('a Share Offer'), such Shareholder must first advise the other Stockholders ('Offered Stockholders') of this fact, in writing, giving specific details of the terms and conditions of the Transfer and the data and organization diagrams of the Third Party interested in acquiring the Offered Shares ('Notice of Offer'). The Offered Stockholders shall have the right of preference in acquisition of the totality, and no less than the totality, of the Offered Shares, in proportion to their respective holdings of Bound Shares, provided that this is subject to the conditions

established in the subclauses below, and for the same price, terms and conditions stipulated in the Share Offer ('the Right of First Refusal').

- 5.2.1. The Parties having first preference in acquisition of the Offered Shares shall be the Offered Stockholders that are in the same Block as the Offering Stockholder, as specified in Clause 4.3, and, subsequently, the other Stockholders. Each one of the Offered Stockholders of the same Block shall have 30 (thirty) days from receipt of the Notice of Offer to notify the Offering Stockholder in writing of their intention to exercise their Right of First Refusal, with copy to the other Offered Stockholders.
- 5.2.2. After the Offered Stockholders of the same Block have stated their intention to exercise their Right of First Refusal, they shall have a period of up to 30 (thirty) days to acquire the Offered Shares and make full payment for the Offered Shares now acquired or to make payment of the first portion of the respective agreed price, if the payment conditions of the Offer specify settlement by instalments. If, during this period of 30 (thirty) days, an Offered Stockholder of the same Block does not comply with their commitment to acquire the total of the Offered Shares, the provisions of Clause 5.2.3 shall be applied automatically. Failure by any one of the Offered Stockholders of the same Block to notify the Offering Stockholder or to acquire the shares within the periods established by Clause 5.2.1 and Clause 5.2.2 shall be interpreted as waiver of that Offered Stockholder's Right of First Refusal in relation to the Share Offer.
- 5.2.3. If the period specified in Clause 5.2.1 expires and the Offered Stockholders of the same Block do not declare the intention to acquire the totality of the Offered Shares, or if a specific Offered Stockholder of the same Block does not comply with their commitment to acquire the totality of the Offered Shares in the period stipulated in Clause 5.2.2 above, the Offering Stockholder shall, on the day following the expiry of the said periods, advise the other Offered Stockholders in writing and they shall then have 15 (fifteen) days to notify the Offering Stockholder in writing, with a copy to the other Offered Stockholders of their intention to exercise their Right of First Refusal.
- 5.2.4. After the other Offered Stockholders have declared their intention to exercise their Right of First Refusal, they shall have up to 30 (thirty) days to acquire the Offered Shares and to make full payment of the Offered Shares thus acquired or to make the payment of the first instalment of the related agreed



price if the conditions of payment of the Share Offer provide for settlement in instalments. If during this period of 30 (thirty) days an Offered Stockholder does not comply with their commitment to acquire the totality of the Offered Shares, the provisions of Clause 5.2.5 shall be applied automatically. Failure by any one of the Offered Stockholders to notify the Offering Stockholder or to acquire the shares within the period established in Clause 5.2.3 and Clause 5.2.4 shall be interpreted as waiver of their Right of First Refusal in relation to the Offer.

5.2.5. If the period established in Clause 5.2.3 expires and the other Offered Shareholders do not declare their intention to acquire the totality of the Offered Shares, or if one of the other Offered Shareholders does not comply with its commitment to acquire the totality of the Offered Shares in the period stipulated in Clause 5.2.4 above, then the Offering Stockholder may dispose of the totality of its Offered Shares to the interested Third Party, as informed in the Notice of Offer, on the same terms and conditions described in that Notice, and provided that the interested Third Party adheres entirely to all the terms and conditions of this Agreement.

5.2.6. If the sale of the Offered Shares to the interested Third Party does not take place within 120 (one hundred twenty) calendar days of the Notice of Offer, on the terms and conditions of that Notice, and if the Offering Stockholder and Third Party initially interested in acquiring the Offered Shares still have the intention of selling and buying them, respectively, the procedure specified in this Clause 5.2 shall be repeated.

Clause 5.3. Prohibition on placement of any encumbrance on Bound Shares. The Stockholders further agree not to place any lien, charge or similar encumbrance on the Bound Shares, with the exception of usufruct or any clauses of non-communicability and prohibition on offering for pledge or attachment made in donation or in a Will, and shall also abstain from entering into agreements or other commitments that make provision for Transfer of Bound Shares unless, in each case, previously approved in writing unanimously by the Stockholders and provided that, even if approved, the beneficiary or counterparty, before placing of such encumbrance, or signature of such commitment, undertakes in writing to comply with the terms and conditions of this present Agreement. The creation of any encumbrance in violation of the provisions of this Agreement shall be invalid and shall not be recognized nor made to take effect by the Stockholders or by the Company.

- 5.3.1. In the event that the Bound Shares owned by any of the Stockholders become the subject of imposition of an involuntary encumbrance, such as attachment, arrest or other type of judicial restraint ('Attached Bound Shares'), the Stockholder of the Attached Bound Shares shall apply to the competent Court to release the Shares, within a period not greater than that specified in Article 847 of the Code of Civil Procedure.
- 5.3.2. If the Attached Bound Shares are not released and a forced execution is begun by the competent Court, in the terms of Article 861 of the Code of Civil Procedure, the other Stockholders shall have the right to acquire said Attached Bound Shares, for the Price of the Attached Bound Shares, subject to the provisions in the following clauses and the order of preference between Shareholders of the same Block, as specified in Clauses 5.2.1 to 5.2.6 above.
- 5.3.3. The price of the Attached Bound Shares that shall be offered to the other Stockholders in accordance with Article 861, sub-items I and II of the Code of Civil Procedure ('the Price of the Attached Bound Shares') shall be equal to the average of the daily market closing prices of the shares in the Company, weighted by daily trading volume, in the 60 (sixty) trading sessions of the stock exchange immediately prior to the date of the action for execution being filed with a court.
- 5.3.4. If more than one Stockholder exercises the right of purchase, these Stockholders shall acquire the Attached Bound Shares in proportion to the number of Bound Shares held by them as a ratio of the total of the Bound Shares in the Company bound by this Agreement, with the exception of the holding owned by the Stockholder of the Attached Bound Shares and of those Stockholders that do not exercise the right to purchase.

**CLAUSE SIX –  
SUNDRY PROVISIONS**

Clause 6.1. Period of validity. This Agreement comes into effect on today's date and shall remain in effect until November 12, 2043, and may be rescinded in the event of statement in writing by Stockholders representing at least 50.01% (fifty point zero one percent) of the Bound Shares, subject to the provisions of Clauses 4.3 to 4.3.3 above.

Clause 6.2. Intervention. The Company signs this Agreement, recognizing all its terms, undertaking to comply with all its provisions and, especially, to record this Agreement in these terms and for the purposes and effects specified in the Corporate Law. The Company undertakes promptly to advise the Stockholders of any act, fact, or omission that might result in violation of this Agreement, and to take the measures necessary to keep this Agreement in force and effect.

Clause 6.3. Registry of Changes. This Agreement shall be filed at the head office of the Company, in the form and for the purposes and effects specified in Article 118 of the Corporate Law. In the Company's book of registry of nominal shares, beside the record of the shares, the following text shall be caused to be written: *"The right to vote that is inherent to 500,000,000 (five hundred million) common shares represented by this Record; any transfer or encumbrance of any part of that right by reason of any act or fact whatsoever; and any transfer and/or encumbrance of any part of the said shares themselves, are bound and are subject to the Stockholders' Agreement of Grendene S.A., signed on October 6, 2004, and amended on June 15, 2011, July 30, 2013, July 29, 2016, July 18, 2017, and November 12, 2018 ('the Stockholders' Agreement'), as specified in Clause 3.2.1, of the Stockholders Agreement."*

Clause 6.4. Execution. In view of the nature of this Agreement, the Parties recognize that, in the event of noncompliance with the obligations assumed in it, any indemnity for losses and damages does not constitute sufficient reparation. Thus, and without prejudice to such losses and damages that may take place, any obligation referred to in this Agreement that is not complied with by any of the Parties may be the subject of specific execution, by a Court judgment for reparation or replacement of value of the act, vote or measure practiced, refused or omitted contrary to the provisions of this Agreement, in accordance with the applicable provisions. The Parties shall be responsible, individually, for such direct or indirect losses that they cause to each other, and also to the Company, as a result of the noncompliance with the obligations specified in this Agreement.

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Clause 6.5. Amendments. No amendment to this Agreement shall bind the Parties unless it is made in writing and signed by all the Parties.

Clause 6.6. Waiver. No waiver by any of the Parties of any action or infringement of the provisions of this Agreement shall come into effect nor shall be binding unless it has been made in writing and signed by such Party. Unless therein otherwise specified, such waiver shall not limit, nor affect, the rights of that Party in relation to any other infringement.

Clause 6.7. Independence of Provisions. If any one of the provisions of this Agreement becomes illegal or invalid, that provision shall be considered separate and eliminated from this Agreement, and such illegality or invalidation shall not affect the validity nor the enforceability of the rest of the Agreement.

Clause 6.8. Communication. Any notice or communication required or permitted by this Agreement shall be made in writing and considered received: (a) on the date of its transmission, if by fax; and (b) on the date of actual receipt by the notified Stockholder, at that Stockholder's address, if sent by registered letter with advice of receipt, or by courier or telegram, whichever shall occur first. Notices shall be sent to the addresses contained in the preamble to this Agreement. In the event of alteration of the address of any Party, that party must advise the other Parties of their new address, in the manner specified in this Clause 6.10. All the communications and notices made in accordance with the provisions of this Agreement shall be sent or copied to the Chair of the Board of Directors of the Company, at the address of the Company in the preamble to this Agreement.

Clause 6.9. Assignment. Neither this Agreement nor any of its rights or obligations are transferable by the Parties without the prior consent of the other Parties. This Agreement shall benefit and bind the Parties and their respective heirs, executors, legal representatives, successors and authorized assignees.

Clause 6.10. Irrevocability. This Agreement is signed irrevocably, binding and benefiting the Parties and their respective successors, heirs, and authorized assignees.

## **CLAUSE SEVEN**

### **APPLICABLE LAW AND ARBITRATION**

Clause 7.1. Applicable Law. This Agreement shall be governed and interpreted in accordance with the laws of the Brazilian Federal Republic and, in particular, in the event of noncompliance with the obligations herein specified, in accordance with Articles 118 of the Corporate Law and the applicable provisions of the Code of Civil Procedure.

Clause 7.2. Arbitration. All and any conflicts arising from or related to this Agreement, involving its validity, efficacy, violation, interpretation, termination, recession or any matters arising therefrom shall be resolved by arbitration as specified in Law 9307/96, as amended, in accordance with the following conditions:

- 7.2.1. The Dispute shall be submitted to the Market Arbitration Chamber (*Câmara de Arbitragem do Mercado* – ‘CAM’), in accordance with its regulations (‘Regulations’), in effect on the date of application for opening of arbitration. The arbitration shall be conducted in the Portuguese language.
- 7.2.2. The city of the arbitration shall be São Paulo, São Paulo State, Brazil, and the arbitration judgment shall be given in that city, and the arbitrators shall not give judgment under the principles of equity.
- 7.2.3. The arbitration tribunal shall comprise 3 (three) arbitrators: the applicant (or applicants jointly as the case may be) shall nominate one arbitrator; the defendant (or applicants jointly as the case may be) shall nominate a second arbitrator, and these two arbitrators shall by common agreement appoint the third arbitrator, who shall function as Chair of the arbitration tribunal (‘the Arbitration Tribunal’). If any one of the parties does not nominate an arbitrator and/or the 2 (two) arbitrators nominated by the parties do not nominate the third arbitrator, it shall be for the president of the CAM to nominate that third arbitrator, in the manner established in its Regulations.
- 7.2.4. The Parties agree that the party upon which an adverse decision is imposed shall pay the fees and expenses incurred with the arbitrators and with the CAM, if not otherwise established in the arbitration judgment. The Parties shall each bear the cost and fees of their respective counsel.
- 7.2.5. Each Party shall continue to have the right to apply to the competent court of the judiciary for such judicial measures as seek to obtain preliminary or provisional remedies for protection or safeguard of rights, or of a preparatory nature prior to the installation of the Arbitration Tribunal, without this being

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interpreted as a waiver of the arbitration. For the exercise of such judicial remedies the Parties choose the legal district of the city of Farroupilha, in the State of Rio Grande do Sul, expressly waiving any other, however privileged.

And being agreed and contracted, the Parties sign this Agreement in the presence of the two witnesses identified below.

Sobral, Ceará, Brazil, November 12, 2018.

Parties:

**ALEXANDRE GRENDENE BARTELLE**

**PEDRO GRENDENE BARTELLE**

**PEDRO BARTELLE**

**GIOVANA BARTELLE VELLOSO**

**ANDRÉ DE CAMARGO BARTELLE**

**GABRIELLA DE CAMARGO BARTELLE**

The Company:

**Grendene S.A.**

Witnesses:

1. _____.	2. _____.
Name: CRISTIANO PIERRE MOREIRA	Nome: ROSMARI ECKER
CPF 711.479.000-78	CPF: 281.936.010-68
RG: 2056453638 SSP-RS	RG: 5000545854 SSP-RS

**SIXTH AMENDMENT TO  
THE STOCKHOLDERS' AGREEMENT OF  
GRENDENE S.A.**

By this private instrument, **the Parties:**

**ALEXANDRE GRENDENE BARTELLE**, Brazilian, single, of age, entrepreneur, bearer of identity card RG 5006352289-SSP/RS, and registered in the CPF/ME under No. 098.675.970-87, resident and domiciled at Rua Rui Barbosa 142, Apto 1201, CEP 95170-440 Farroupilha, Rio Grande do Sul, Brazil ('Alexandre' or 'Block A Stockholder');

**PEDRO GRENDENE BARTELLE**, Brazilian, married with separation of assets, entrepreneur, bearer of identity card RG 8006751872-SSP/RS, and registered in the CPF/ME under No. 098.647.840-72, resident and domiciled at Rua Raineri Petrini 1420, Volta Grande, Sítio Manacá, 95181-060 Farroupilha, Rio Grande do Sul, Brazil ('Pedro');

**PEDRO BARTELLE**, Brazilian, married with separation of assets, entrepreneur, bearer of Identity Card RG 7028922206 SSP-RS, and registered in the CPF/ME under No. 685.957.430-53, resident and domiciled at Rua 24 de Outubro 997, Apto. 801, Moinhos de Vento, 90510-002 Porto Alegre, Rio Grande do Sul, Brazil ('Pedro Filho');

**GIOVANA BARTELLE VELLOSO**, Brazilian, married under the regime of partial common ownership of assets, entrepreneur, bearer of Identity Card RG 54.861.574-3 SSP-SP and registered in the CPF/ME under No. 685.957.780/00, resident and domiciled at Rua Dr. Seráfico de Assis Carvalho 103, Apto. 61, Jardim Guedala, 05614-040 São Paulo, SP, Brazil ('Giovana');

**ANDRÉ DE CAMARGO BARTELLE**, Brazilian, married, entrepreneur, bearer of Identity Card RG 28.929.000-4 SSP-SP and registered in the CPF/ME under No. 354.047.748-94, resident and domiciled at Av. Horácio Lafer 123, apto 252, Jardim Paulista, 04538-080 São Paulo, SP, Brazil ('André'); and

**GABRIELLA DE CAMARGO BARTELLE**, Brazilian, single, entrepreneur, bearer of Identity Card RG 28.930.000-9 SSP-SP and registered in the CPF/ME under No. 370.718.138-33, resident and domiciled at Rua Armando Petrella 431, Torre 3, Apto. 21, Jardim Panorama, 05679-010 São Paulo, SP, Brazil ('Gabriella');

– Pedro, Pedro Filho, Giovana, Maria Cristina, André and Gabriella being referred to, when jointly, as "Block B Stockholders";

and further, as Consenting Party:

**GRENDENE S.A.**, a corporation with head office at Avenida Pimentel Gomes 214, 62040-125 Sobral, State of Ceará, Brazil, registered in the Brazilian registry of corporate taxpayers (CNPJ) under No. 89.850.341/0001-60, herein represented in accordance with its by-laws ('Grendene' or 'the Company');

**– whereas:**

- A.** on October 6, 2004, AGBPar, Verona Negócios e Participações S.A. ('Verona') and Grendene Negócios S.A. ('Grendene Negócios') – with the Company, Alexandre, Pedro, Maria Cristina and Élide Lurdes Bartelle as Consenting Parties – signed a Stockholders' Agreement ('the Agreement'), in their status as stockholders of the Company, to specify and govern rights and obligations relating to the exercise of the power of control of the Company;
- B.** on June 15, 2011, AGBPar, Verona and Grendene Negócios – with the Company, Alexandre, Pedro, Maria Cristina, Pedro Filho and Giovana as Consenting Parties – signed the First Amendment to the Agreement, through which, due to the succession of Élide Lurdes Bartelle, Pedro Filho and Giovana became signatories to the Agreement;
- C.** on July 30, 2013, AGBPar, Verona, Grendene Negócios, Pedro Filho and Giovana – with the Company, Alexandre, Pedro and Maria Cristina as Consenting Parties – signed the Second Amendment to the Agreement, by which, due to the reduction of capital of the companies AGBPar and Verona, Alexandre, Pedro and Maria Cristina received, jointly with Pedro Filho and Giovana, common shares in the Company, and on the same date Alexandre, Pedro and Maria Cristina became signatories to the Stockholders' Agreement;
- D.** on July 29, 2016, AGBPar, Verona, Grendene Negócios, Pedro Filho, Giovana, Alexandre, Pedro and Maria Cristina – with the Company as Consenting Party – signed the Third Amendment to the Agreement, by which, due to the partial split of Grendene Negócios, Grendene Negócios transferred to AGBPar and Verona all of the shares it held in the Company, ceasing to be a stockholder and therefore ceasing to be a party to the Agreement;
- E.** on December 18, 2017, AGBPar, Verona, Pedro Filho, Giovana, Alexandre, Pedro, Maria Cristina, André and Gabriella – with the Company as Consenting Party – signed the Fourth Amendment to the Agreement, by which, due to the reduction of capital of Verona, Verona



transferred to the signatories Pedro, Pedro Filho and Giovanna, and to André and Gabriella, all of the shares it owned in the Company, ceasing to be a stockholder and consequently ceasing to be a party to the Agreement, and on the same date André and Gabriella became parties to the Stockholders' Agreement; and

**F.** on November 12, 2018 AGBPar, Alexandre, Pedro, Pedro Filho, Giovana, Maria Cristina, André and Gabriella – with the Company as Consenting Party – signed the Fifth Amendment to the Agreement, which (a) formalized Maria Cristina leaving the Agreement, (b) removed a certain number of shares from being bound by the Agreement; and (c) changed other provisions of the Agreement;

**G.** the Parties wish to remove a certain number of shares in the Company from being bound by the Agreement;

– **do now sign** this present private instrument, the Sixth Amendment to the Stockholders' Agreement of Grendene S.A. ('the Amendment'), which shall be governed by the following clauses and conditions:

1. The parties hereby agree to alter the number of Shares Bound by the Agreement, by releasing 30,000,000 (thirty million) of the total of 500,000,000 million (five hundred million) common shares that they hold, in proportion to their respective holdings in the Company's share capital, as shown below:

<b>Stockholder</b>	<b>Bound shares</b>	<b>Unbound shares</b>	<b>Total shares</b>
Alexandre	278,250,000	93,401,807	371,651,807
Pedro	93,820,000	31,492,376	125,312,376
Pedro Filho	26,620,000	8,937,397	35,557,397
Giovana	27,800,000	9,332,797	37,132,797
André	21,860,000	7,341,277	29,201,277
Gabriella	21,650,000	7,262,677	28,912,677
<b>TOTAL</b>	<b>470,000,000</b>	<b>157,768,331</b>	<b>627,768,331</b>

2. As a result of the change in the number of Shares Bound by the Agreement, the parties have decided to alter the drafting of Clause 3.2 of the Agreement, to the following:

*“Clause 3.2. Bound shares, Free Shares and Share Ownership.*

*This Agreement binds all the common shares in the Company identified in the column “Bound Shares” of the table in Clause 3.2.1 below, owned by the Stockholders, or which may come to be owned by them (or by their permitted assigns or successors, in the terms of this Agreement) as a result of ownership of said common shares for any reason, including by subscription, acquisition, stock bonus, dividends paid in shares, capitalization of credits, profits or other reserves, or any split, grouping, permutation, conversion, or absorption (including absorption of shares), merger, split or any other type of corporate reorganization, and also binds any securities convertible into shares in the Company, or rights of preference for subscription of those shares (‘the Bound Shares’). The common shares identified in the column “Free Shares” of the table in Clause 3.2.1 below, owned by the Stockholders or such as may come to be owned by them (or by their permitted assigns, or successors, in the terms of this Agreement) exclusively as a result of ownership of such common shares, for any reason, are not bound by nor are subject to the provisions of this Agreement, with the exception of the provision in Clause 3.2.2 below (‘the Free Shares’ and, when referred to jointly with the Bound Shares, ‘the Shares’).*

*3.2.1. On the date hereof, the Stockholders hold a total of 627,768,331 (six hundred twenty seven million seven hundred sixty eight thousand, three hundred thirty one) Common shares in the Company, of which 470,000,000 (four hundred seventy million) are Bound Shares and 157,768,331 (one hundred fifty seven million seven hundred sixty eight thousand three hundred thirty one) are Free Shares, as shown in this table:*

<b>Stockholder</b>	<b>Bound shares</b>	<b>Free shares</b>	<b>Total shares</b>
Alexandre	278,250,000	93,401,807	371,651,807
Pedro	93,820,000	31,492,376	125,312,376
Pedro Filho	26,620,000	8,937,397	35,557,397
Giovana	27,800,000	9,332,797	37,132,797
André	21,860,000	7,341,277	29,201,277
Gabriella	21,650,000	7,262,677	28,912,677
<b>TOTAL</b>	<b>470,000,000</b>	<b>157,768,331</b>	<b>627,768,331</b>

*3.2.2. This Agreement does not cover, restrain or place any burden or encumbrance on Free Shares in the Company held now or in the future by the Stockholders and/or their permitted assigns or successors in the terms of this Agreement arising therefrom. However, in relation to the policy rights of the Free Shares, the Stockholders and their permitted assigns and successors undertake, for as long as they are holders of Free Shares, **not to exercise** the related rights to vote, and **to instruct** their representatives not to vote, as the case may be, whenever such a vote has a determinant effect in hindering any vote of the Stockholders determined in accordance with the provisions of this Agreement; and **not to request** multiple voting, installation of the Audit Board, **nor to exercise** rights to vote, including rights to hold any separated vote, for election of members of the Board of Directors or the Audit Board, and, thus, **to obey in full** any vote exercised in block by the Stockholders in accordance with the provisions of this Agreement.*

*3.2.3. Each one of the Stockholders warrants that they are the legitimate owner of their Shares, as identified in the table contained in Clause 3.2.1 above, and that such Shares are, according to each case and except where otherwise determined by this Agreement, free and unencumbered by any lien or charge.”*

3. The Parties accept that this Amendment is irrevocable, and that this acceptance and the resulting obligation extends to and binds all and any parties that may be their heirs or successors for any reason.

4. This Agreement is filed at the head office of the Company.

Being agreed and contracted the Parties sign this instrument in the presence of two witnesses.

Sobral, Ceará, Brazil, October 07, 2021.

Parties:

**ALEXANDRE GRENDENE BARTELLE**

**PEDRO GRENDENE BARTELLE**

**PEDRO BARTELLE**

**GIOVANA BARTELLE VELLOSO**

**ANDRÉ DE CAMARGO BARTELLE**

**GABRIELLA DE CAMARGO BARTELLE**

For the Company:

**GRENDENE S.A.**

Witnesses \_\_\_\_\_

1. \_\_\_\_\_.

Name: CRISTIANO PIERRE MOREIRA

CPF: 711.479.000-78

RG: 2056453638/ SSP-RS

2. \_\_\_\_\_.

Name: ÁLVARO JOÃO PICCOLI

CPF: 313.608.660-00

RG: 8005917748/ SSP-RS