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FLEURY S.A. SHAREHOLDERS AGREEMENT

IN BETWEEN

INTEGRITAS PARTICIPAÇÕES S.A.

CORE PARTICIPAÇÕES S.A.

AND

BRADSEG PARTICIPAÇÕES S.A

AS SHAREHOLDERS AND

FLEURY S.A. - INTEGRITAS SHAREHOLDERS AND

FALB PARTICIPAÇÕES S.A.

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By this shareholders' agreement ("Agreement"):

- I. INTEGRITAS PARTICIPAÇÕES S.A., a limited liability company, headquartered in the City of São Paulo, State of São Paulo, on the Avenue:Fagundes Filho, number 145, set 43, registered with CNPJ (NATIONAL REGISTRATION FOR COMPANIES) / MF (MINISTRY OF FINANCE) under the number 05.505.174 / 0001-20, hereby represented under the terms of its constitutive acts ("Integritas");
- II. CORE PARTICIPAÇÕES S.A., a limited liability company, headquartered in the City of São Paulo, State of São Paulo, Avenue: Brigadeiro Faria Lima, number 3.311, 9th floor, part, ZIP CODE 04538-133, registered with CNPJ (NATIONAL REGISTRATION FOR COMPANIES) / MF (MINISTRY OF FINANCE) under the number 10.265.101 / 0001-48, hereby represented under the terms of its constitutive acts ("Core");
- III. BRADSEG PARTICIPAÇÕES S.A., limited liability company, headquartered in Cidade de Deus, Building: Novíssimo, 4th floor (part), Vila Yara, in the city of Osasco, State of São Paulo, registered with CNPJ (NATIONAL REGISTRATION FOR COMPANIES) / MF (MINISTRY OF FINANCE) under the number 02.863.655 / 0001-19, hereby represented under the terms of its constitutive acts ("Bradseg" and, together with Integritas and Core, "Shareholders");

and, as Consenting Interveners:

- IV. FLEURY S.A., a limited liability company, headquartered in the City of São Paulo, State of São Paulo, on the Avenue:General Valdomiro de Lima, number 508, registered with CNPJ (NATIONAL REGISTRATION FOR COMPANIES) / MF (MINISTRY OF FINANCE) under the number 60.840.055 / 0001- 31, in this act represented under the terms of its constitutive acts ("Company");
- V. ADAGMAR ANDRIOLO, Brazilian, consensually separated, doctor, holder of Identity Card ID CARD nu, ber 4.301.079 SSP / SP, registered with CPF (INDIVIDUAL TAXPAYER REGISTRY) / MF (MINISTRY OF FINANCE) under the number 670.939.658-49, resident and domiciled on the street: Barão do Triunfo, 142, apartment 82, Block 2, Campo Belo, São Paulo / SP, ZIP CODE 04602-006;
- VI. APARECIDO BERNARDO PEREIRA, Brazilian, married, doctor, holder of ID CARD Identity Card Number: 3.190.395 SSP / SP, registered with the CPF (INDIVIDUAL TAXPAYER REGISTRY) / MF (MINISTRY OF FINANCE) under the number 218.545.488-91, resident and domiciled on the street: II. Cassiano Ricardo, 496, Jardim Cordeiro, São Paulo / SP, ZIP CODE 04640-020;
- VII. ARTHUR TEIXEIRA MENDES NETO, Brazilian, married, engineer, holder of Identity Card ID CARD number 4.927.173-8 SSP / SP, registered with CPF (INDIVIDUAL TAXPAYER REGISTRY) / MF (MINISTRY OF FINANCE) under the number 763.097.898-72, resident and domiciled on the street:Itacolomi, 561, apartment 02, Higienópolis, São Paulo / SP, ZIP CODE 01239-020;
- VIII. CELSO FRANCISCO HERNANDES GRANATO, Brazilian, married, doctor, holder of Identity Card ID CARD number 5.657.219 SSP / SP, registered with CPF (INDIVIDUAL TAXPAYER REGISTRY) / MF (MINISTRY OF FINANCE) under the number 006.458.418-62, resident and domiciled on the street: Américo Brasiliense, 82, house A2, Chácara Santo Antônio, São Paulo / SP, ZIP CODE 04715-000;

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- IX. EWALDO MÁRIO KUHLMANN RUSSO, Brazilian, married, doctor, holder of ID CARD ID Card number 4.156.356 SSP / SP, registered with CPF (INDIVIDUAL TAXPAYER REGISTRY) / MF (MINISTRY OF FINANCE) under the number 184.320.008-25, resident and domiciled on the street: Conde de Porto Alegre , 1033, apartment 201 A, Campo Belo, São Paulo / SP, ZIP CODE 04608-002;
- X. FERNANDA PINHEIRO MENDES, Brazilian, married, business administrator, bearer of Identity Card ID CARD number 18.500.675-9 SSP / SP, registered with CPF (INDIVIDUAL TAXPAYER REGISTRY) / MF (MINISTRY OF FINANCE) under the number 221.009.158-60, resident and domiciled on the street: Balthazar de Veiga, 391, apartment 41, Vila Nova Conceição, São Paulo / SP, ZIP CODE 04510-001;
- XI. FERNANDO LOPES ALBERTO, Brazilian, married, doctor, holder of ID CARD Identity Card number 17.957.375 SSP / SP, registered with the CPF (INDIVIDUAL TAXPAYER REGISTRY) / MF (MINISTRY OF FINANCE) under the number 149.603.498-83, resident and domiciled at Alameda Itaóca, 755, Condominium: Vale do Itamaracá, Valinhos / SP, ZIP CODE 13278-450;
- XII. FERNANDO TEIXEIRA MENDES FILHO, Brazilian, single, lawyer, holder of Identity Card ID CARD number 6.640.540-3 SSP / SP, registered with CPF (INDIVIDUAL TAXPAYER REGISTRY) / MF (MINISTRY OF FINANCE) under the number 063.307.228-11 resident and domiciled on the Avenue: Nove de Julho, 5185, apartment 82, Jardim Paulista, São Paulo / SP, ZIP CODE 01407-000;
- XIII. GILBERTO ALONSO, Brazilian, married, doctor, holder of ID Card ID number CARD number 2.623.231-5 SSP / SP, registered with the CPF (INDIVIDUAL TAXPAYER REGISTRY) / MF (MINISTRY OF FINANCE) under the number 003.236.408-34, resident and domiciled at Street: Joaquim José Esteves, 60, apartment 71, Ed. Santa Esmeralda, Santo Amaro, São Paulo / SP, ZIP CODE 04740-000;
- XIV. JOSÉ GILBERTO HENRIQUES VIEIRA, Brazilian, married, doctor, holder of Identity Card ID CARD number 3,696,889 SSP / SP and enrolled with the CPF (INDIVIDUAL TAXPAYER REGISTRY) / MF (MINISTRY OF FINANCE) under the number 526.744.368-91, resident and domiciled on the street:Domingos Fernandes, 496, apartment 101 A, Vila Nova Conceição, São Paulo / SP, ZIP CODE 04509-011;
- XV. JOSÉ MARCELO AMATUZZI DE OLIVEIRA, Brazilian, married, doctor, holder of Identity Card ID CARD number 16.912.504 SSP / SP and registered with the CPF (INDIVIDUAL TAXPAYER REGISTRY) / MF (MINISTRY OF FINANCE) under the number 116.557.918-93, resident and domiciled on the street:Carlos Queiroz Telles, 162, apartment 41B, Parque Morumbi, São Paulo / SP, ZIP CODE 05704-150;
- XVI. LUIZ ROBERTO FERNANDES MARTINS, Brazilian, married, doctor, holder of Identity Card ID CARD number 3.527.726 SSP / SP, registered with CPF (INDIVIDUAL TAXPAYER REGISTRY) / MF (MINISTRY OF FINANCE) under the number 599.093.078-04, resident and domiciled on the street:Bernardino Machado, 287, Granja Julieta, São Paulo / SP, ZIP CODE 04722-120;
- XVII. MÁRCIO PINHEIRO MENDES, Brazilian, married, business administrator, bearer of Identity Card ID CARD number 23.808.808 SSP / SP and registered with the CPF (INDIVIDUAL TAXPAYER REGISTRY) / MF (MINISTRY OF FINANCE) under the number 146.480.438-98, resident and domiciled on the square: Pereira Coutinho, 135, apartment 21, São Paulo / SP, ZIP CODE 04510-010;

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- XVIII. MARCOS BOSI FERRAZ, Brazilian, married, doctor, holder of ID CAR Identity Card 7,815,772 SSP / SP, registered with the CPF (INDIVIDUAL TAXPAYER REGISTRY) / MF (MINISTRY OF FINANCE) under the number 029.922.178-40, resident and domiciled on the street: Gaivota, 188, apartment 11, Indianópolis, São Paulo / SP, ZIP CODE 04522-030;
- XIX. MARIA DE LOURDES LOPES FERRARI CHAUFFAILLE, Brazilian, married, doctor, holder of Identity Card ID CARD number 8,573,345 SSP / SP, registered with the CPF (INDIVIDUAL TAXPAYER REGISTRY) / MF (MINISTRY OF FINANCE) under the number 007.649.668-63, resident and domiciled on the Avenue:São Paulo Antigo, 599, apartment 41, Real Parque, São Paulo / SP, ZIP CODE 05684-010;
- XX. MARIA ELIZA TRIGO FERRAZ, Brazilian, divorced, laboratory technician, holder of Identity Card ID CARD number 958.238-1 SSP / SP and registered with the CPF (INDIVIDUAL TAXPAYER REGISTRY) / MF (MINISTRY OF FINANCE) under the number 116.483.298-02, resident and domiciled on the street:Hans Nobiling, 277, apartment 12, Pinheiros, São Paulo / SP, ZIP CODE 01455-060;
- XXI. MARIA HSU ROCHA, Brazilian, married, doctor, holder of ID Card ID number CARD number 8,415,068 SSP / SP, registered with the CPF (INDIVIDUAL TAXPAYER REGISTRY) / MF (MINISTRY OF FINANCE) under the number 625.446.088-20, resident and domiciled on the street: Tucumã, 365, apartment 51, Jardim Europa, São Paulo / SP, ZIP CODE 01453-010;
- XXII. MARIA LÚCIA CARDOSO GOMES FERRAZ, Brazilian, married, doctor, holder of Identity Card ID CARD number 4.997.805 SSP / SP, registered with CPF (INDIVIDUAL TAXPAYER REGISTRY) / MF (MINISTRY OF FINANCE) under the number 040.397.538-79, resident and domiciled on the street:Diogo de Faria, 561, apartment 61, Vila Clementino, São Paulo / SP, ZIP CODE 04037-001;
- XXIII. MÁRIO ENDSFELDZ CAMAID CARDO, Brazilian, married, doctor, holder of ID Card CARD number 464.067 SSP / SP, registered with CPF (INDIVIDUAL TAXPAYER REGISTRY) / MF (MINISTRY OF FINANCE) under the number 005.308.168-49, resident and domiciled on the street: Pombal, 133, Sumaré, São Paulo / SP, ZIP CODE 01253-010, hereby represented by her curator, MARIA ROSA DE JESUS BRAGHETTA CAMAID CARDO, Brazilian, married, teacher, ID Card ID number 1,482,836 SSP / SP, registered at CPF (INDIVIDUAL TAXPAYER REGISTRY) / MF (MINISTRY OF FINANCE) under the number 347.580.598-70, resident and domiciled on the street:Pombal, 133, Sumaré, São Paulo / SP, ZIP CODE 01253-010;
- XXIV. NELSON CARVALHAES NETO, Brazilian, married, doctor, holder of ID CARD Identity Card number 7,611,584 SSP / SP, registered with the CPF (INDIVIDUAL TAXPAYER REGISTRY) / MF (MINISTRY OF FINANCE) under the number 130.347.218-03, resident and domiciled on the street: Iraúna, 237, Jardim Novo Mundo, São Paulo / SP, ZIP CODE 04518-060;

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- XXV. OMAR MAGID HAUACHE, Brazilian, married, doctor, holder of ID Card ID number CARD number 11.049.078 SSP / SP, registered with the CPF (INDIVIDUAL TAXPAYER REGISTRY) / MF (MINISTRY OF FINANCE) under the number 155.204.488-25, resident and domiciled on the street: General Mena Barreto, 586, Jardim Paulista, São Paulo / SP, ZIP CODE 01433-010;
- XXVI. PAULO GUILHERME LESER, Brazilian, married, doctor, holder of ID Card ID number CARD number 1,499,379 SSP / SP, registered with CPF (INDIVIDUAL TAXPAYER REGISTRY) / MF (MINISTRY OF FINANCE) under the number 007.925.948-00, resident and domiciled on the street: Professor Alcebíades Delamare, 181, Cidade Jardim, São Paulo / SP, ZIP CODE 05671-020;
- XXVII. PEDRO ALMEIDA TEIXEIRA MENDES, Brazilian, in a stable union, trader, holder of Identity Card ID CARD number 15.128.342-4 SSP / SP, registered with CPF (INDIVIDUAL TAXPAYER REGISTRY) / MF (MINISTRY OF FINANCE) under the number 176.040.378-44, resident and domiciled at Street: Medeiros de Albuquerque, 130, Jardim das Bandeiras, São Paulo / SP, ZIP CODE 05436-060;
- XXVIII. RENDRIK FRANCE FRANCO, Brazilian, married, doctor, holder of ID Card ID number CARD number M-4.678.864 SSP / MG, registered with CPF (INDIVIDUAL TAXPAYER REGISTRY) / MF (MINISTRY OF FINANCE) under the number 008.295.516-62, resident and domiciled on the street: Madalena, 120, apartment 81, Vila Madalena, São Paulo / SP, ZIP CODE 05434-010;
- XXIX. ROBERTO TEIXEIRA MENDES, Brazilian, in a stable relationship, doctor, holder of ID CARD Identity Card number 5,776,730 SSP / SP, registered with the CPF (INDIVIDUAL TAXPAYER REGISTRY) / MF (MINISTRY OF FINANCE) under the number 016.360.278-65, resident and domiciled on the street:Sapobemba, 645, Subdistrito Souzas, Campinas / SP, ZIP CODE 13104-170;
- XXX. ROGÉRIO RABELO, Brazilian, married, physician, holder of ID CARD ID Card 1,667,950 SSP / GO, registered with CPF (INDIVIDUAL TAXPAYER REGISTRY) / MF (MINISTRY OF FINANCE) under the number 383.193.811-34, resident and domiciled on the street:João de Souza Dias, 515, apartment 91, Campo Belo, São Paulo / SP, ZIP CODE 04618-000;
- XXXI. RUI MONTEIRO DE BARROS MACIEL, Brazilian, married, doctor, holder of ID CARD Identity Card number 3.329.770 SSP / SP, registered with the CPF (INDIVIDUAL TAXPAYER REGISTRY) / MF (MINISTRY OF FINANCE) under the number 483.083.158-87, resident and domiciled on the street:Jabebira, 87, Jardim Everest, São Paulo / SP, ZIP CODE 05602-020;
- XXXII. SERGIO LUIS RAMOS MARTINS, Brazilian, divorced, doctor, holder of ID CARD ID Card number 17.614.258 SSP / SP, registered with CPF (INDIVIDUAL TAXPAYER REGISTRY) / MF (MINISTRY OF FINANCE) under the number 159.978.118-24, resident and domiciled on the street:das Corujas, 584, apartment 52, Vila Madalena, São Paulo / SP, ZIP CODE 05442-050;
- XXXIII. VIVIEN BOUZAN GOMEZ NAVARRO ROSSO, Brazilian, married, business administrator, holder of Identity Card ID CARD number 16.361.750-8 SSP / SP and registered with the CPF (INDIVIDUAL TAXPAYER REGISTRY) / MF (MINISTRY OF FINANCE) under the number 105.213.428-99, resident and domiciled on the street:Princesa Isabel, 1003, apartment 71, Brooklin Paulista, São Paulo / SP, ZIP

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CODE 04601-002; and

XXXIV. FALB PARTICIPAÇÕES S.A. limited company, headquartered in the City of São Paulo, State of São Paulo, on the Avenue: Brigadeiro Faria Lima, number 3.311, 9th floor, part, ZIP CODE 04538-133, registered with CNPJ (NATIONAL REGISTRATION FOR COMPANIES) / MF (MINISTRY OF FINANCE) under the number 22.131.923 / 0001-15, hereby represented under the terms of its constitutive acts ("Investor");

#### PREAMBLE

WHEREAS, under the terms of the Investment Agreement for the Acquisition of Minority Interest and Other Covenants signed on this date by Integritas, Core and Investor, the Investor joined indirectly, as a minority shareholder, in the share capital of the Company, by subscribing to an increase in the share capital of Core and the acquisition of all common, registered shares with no par value of the issue of Core held by the current Integritas Shareholders, Core, in turn, holds 20,318,136 (twenty million, three hundred and eighteen thousand, one hundred and thirty-six) common shares, nominative and without par value, issued by the Company and representing 13.00% (thirteen percent) of its share capital voting and total;

WHEREAS, on this date, the Integritas Shareholders jointly hold all the voting and total share capital Integritas, which, in turn, holds 44,251,016 (forty-four million, two hundred and fifty-one thousand and sixteen) common shares, nominative and without par value, issued by the Company, representing, jointly, 28,31% of the Company's voting and total share capital;

WHEREAS, on this date, Bradseg holds 25,627,307 (twenty-five million, six hundred and twenty-seven thousand, three hundred and seven) common shares, nominative and without par value, issued by the Company, representing, together, 16.40% the Company's voting and total share capital;

WHEREAS the Shareholders do not wish to establish any agreement related to the conduct of the Company's business or to the binding of their votes at the Company's general meetings, exzip codet with regard to the appointment of members of the Board of Directors, who, in turn, do not be bound by any voting agreement between the Shareholders, regarding the appointment of the Company's Financial Director, as provided below;

WHEREAS the Shareholders wish to establish certain rules related to the sale of shares issued by the Company held by them;

THE SHAREHOLDERS DECIDED to enter into this Agreement, in order to establish the respective rights and obligations in relation to the Company's Shares held or that may be held by them, under the terms and for the purposes of article 118 of Law number 6.404, of December 15, 1976, as amended ("Corporate Law"), in accordance with the following clauses and conditions:

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CLAUSE 1  
DEFINITIONS

1.1 Definitions. When used in this Agreement, terms beginning in capital letters, in their plural or singular form, female or male, will have the following meanings:

“Accompanying Shareholder” has the meaning ascribed to it in Clause 6.2 below;

“Selling Shareholder” has the meaning ascribed to it in Clause 6.3 below;

“Offered Shareholder” has the meaning ascribed to it in Clause 6.3 below;

“Integritas Shareholders” means the shareholders of Integritas on this date, identified and qualified in the preamble, including their respective successors, including descendants, ascendants, spouses, companions and / or collaterals who, by inter vivo act or causa mortis, they may become shareholders of Integritas and / or holder of Shares;

“Shareholders” has the meaning attributed to it in the Qualification of the Parties;

“Constricted Shares” has the meaning ascribed to it in Clause 6.9 below;

“Offered Shares” has the meaning ascribed to it in Clause 6.3 below;

“Shares” has the meaning ascribed to it in Clause 2.2 below;

“Recorded Actions” has the meaning ascribed to it in Clause 6.8 below;

“Agreement” has the meaning ascribed to it in the Qualification of the Parties;

“Affiliate” means (a) in relation to a legal entity, (i) any natural person or other legal entity that holds, directly or indirectly, the Control of such legal entity, (ii) any Controlled legal entity, directly or indirectly, by such a person, or (iii) any legal entity directly or indirectly under common Control with such person; and (b) in relation to a natural person, any legal entity that, directly or indirectly, is controlled by the natural person in question;

“Bookkeeping Agent” has the meaning ascribed to it in Clause 2.2.1.1 below;

“Regulatory Approval” has the meaning ascribed to it in Clause 6.3.4 below;

“General Meeting” means the general meeting of the Company's shareholders;

“Net Assets” means shares issued by a public company that are part of the IBOVESPA or S & P500;

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“Bradseg” has the meaning attributed to it in the Qualification of the Parties;

“CADE” means the Administrative Council for Economic Defense, including the General Superintendency and the Administrative Court;

“Chamber” has the meaning ascribed to it in Clause 9.11.1 below;

“Company” has the meaning attributed to it in the Qualification of the Parties;

“Communication on the Sale of Shares” has the meaning attributed to it in Clause 6.1.2 below;

“Constriction” has the meaning ascribed to it in Clause 6.9 below;

“Controlling Party” means the Person, or group of Persons under common control or bound by a voting agreement that ensures, permanently, cumulatively, the majority of votes in the deliberations of the general meeting, the power to elect the majority of a Person's administrators and who effectively uses their power to direct that Person's social activities. Terms related to the Controller, such as “Control” and “Subsidiary”, will have an analogous meaning derived from the Controller;

“Core” has the meaning attributed to it in the Qualification of the Parties;

“Deliberation” has the meaning ascribed to it in Clause 3.1 below;

“Business Day” means a day, other than Saturday or Sunday, or a day on which commercial banks are required or authorized by law to close in the City of São Paulo, State of São Paulo;

“Right to Follow the Offer” has the meaning ascribed to it in Clause 6.2 below;

“Right of First Refusal” has the meaning ascribed to it in Clause 6.3.3 below;

“Bylaws” means the Company's Bylaws;

“Stock Exchange Disposal Event” has the meaning ascribed to it in Clause 6.2.3 below;

“ICVM 168” means CVM Instruction 168 of December 23, 1991, as amended, which provides for transactions subject to special procedures on the stock exchanges, or any rule that succeeds it;

“ICVM 358” means CVM Instruction number 358 of January 3, 2002, as amended, which provides for disclosure and use of information about a relevant act or fact, among other matters, or any rule that may succeed it;

“Integritas” has the meaning attributed to it in the Qualification of the Parties;

“Consenting Interveners” means the Company, the Integritas Shareholders and the Investor;

“Investor” has the meaning attributed to it in the Qualification of the Parties;

“Law of S.A.” has the meaning ascribed to it in the Preamble;

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“Membership Notice” has the meaning ascribed to it in Clause 6.2.6 below;

“Notice of Event of Sale on the Stock Exchange” has the meaning attributed to it in Clause 6.2.5 below;

“Complementary Notice of Sale Process on the Stock Exchange” has the meaning attributed to it in Clause 6.2.1 below;

“Preliminary Notice of Sale Process on the Stock Exchange” has the meaning assigned to it in Clause 6.2.1 below;

“Response Notification” has the meaning ascribed to it in Clause 6.3.3 below;

“Notice of Preemptive Rights” has the meaning ascribed to it in Clause 6.3.1 below;

“New Integritas Shareholders' Agreement” has the meaning ascribed to it in Clause 2.5 below;

“Binding Purchase Offer” has the meaning ascribed to it in Clause 6.3.1 (i) below;

“Stock Exchange Offeror” has the meaning ascribed to it in Clause 6.2 below;

“Sale Period” has the meaning ascribed to it in Clause 6.1.1 below;

“Person” means, as the case may be, an individual or a legal entity of any nature, including, without limitation, a foundation, a company governed by law, regardless of its corporate form, an association, a consortium, a condominium, an investment fund or a partnership, with or without legal personality;

“Deadline” has the meaning ascribed to it in Clause 6.2.1 below;

“First Holder” has the meaning ascribed to it in Clause 4.3 below;

“Stock Exchange Process” has the meaning ascribed to it in Clause 6.2 below;

“Bidder” is the Person who submits a Firm Bid.

“Firm Proposal” means a binding, bona fide proposal submitted by a third party or another Shareholder for acquisition Shares by payment in cash and / or Net Assets, which may be subject to *due diligence* or to other usual conditions in operations of this nature, as long as they do not subordinate the business to the proponent's decision or arbitration;

“Regulation” has the meaning ascribed to it in Clause 9.11.1 below;

“Arbitration Requirement” has the meaning ascribed to it in Clause 9.11.1 below;

“Response to the Sale Process on the Stock Exchange” has the meaning ascribed to it in Clause 6.2.2 below;

“Prior Meeting” has the meaning ascribed to it in Clause 3.1 below;

“Second Holder” has the meaning ascribed to it in Clause 4.3 below;

“Indirect Transaction” has the meaning ascribed to it in Clause 6.3.6 below;

“Transfer” means the transfer, sale, disposition, exchange, donation, contribution, directly or indirectly, as well as any other form of disposal, in any form and for any reason, against payment or free of charge, of a particular asset or asset, in whole or in part;

“Transfer” and derivations will have a meaning similar to that of Transfer;

“Arbitral Tribunal” has the meaning ascribed to it in Clause 9.11.4 below; and

“Market Value” means, on a given date, as provided for in this Agreement, the value of Net Assets, Shares held by the Shareholder whose Control is being Transferred or Constricted Shares, as the case may be, based on the average closing prices of the 30 (thirty) trading sessions prior to that date on the BM & FBovespa, weighted by the volume of daily trading (in number of shares) in the same period.

## CLAUSE 2 LINKED SHARES

2.1 Shareholdings. On this date, the Company's capital stock is R \$ 1,402,530,425.18 (one billion, four hundred and two million, five hundred and thirty thousand, four hundred and twenty-five reais and eighteen cents), represented by 156,293,356 (one hundred and fifty and six million, two hundred and ninety-three thousand, three hundred and fifty-six) common shares, registered and without par value, with the Shareholders holding the following interests in the Company:

| Shareholder   | Number of common shares | % Voting and total share capital |
|---------------|-------------------------|----------------------------------|
| Integritas    | 44.251.016              | 28,31%                           |
| Core          | 20.318.136              | 13,00%                           |
| Bradseg       | 25.627.307              | 16,40%                           |
| <b>Total:</b> | <b>90.196.459</b>       | <b>57,71%</b>                    |

2.2 Linked Shares. All common shares issued by the Company held by this Agreement are subject to this Agreement. by the Shareholders as described above, as well as (i) all the shares issued by the Company that come to be held by any of the Shareholders by virtue of the ownership of shares linked to this Agreement, as a direct result of split, reverse split, bonus or exercise of the right to subscribe for new shares carried out within the proportion of the number of Shares linked to this Agreement held by the Shareholder in question, or as a result of mergers (including shares), mergers, spin-offs or other type of corporate cardanization reoid involving the Company, 6. as well as all the rights and prerogatives inherent to them, including the right to subscribe for new shares realized within the proportion of the number of Shares linked to this Agreement held by the Shareholder in question; (ii) all shares linked to this Agreement that may be acquired by a Shareholder or any of its Affiliates, including through the exercise of the Preemptive Right provided for in Clause 6.3.3 below, and (iii) all common shares issued by the Company, held on this date by Integritas and which, for any reason, are held by Integritas Shareholders and while they remain in the ownership of such Integritas Shareholders (the shares referred to in items (i), (ii) and (iii) of this Clause 2.2 are defined, together, as the "Actions"). For clarification purposes, they are not bound by this Agreement and, therefore, are not included in the conzip codet of “Shares”, (a) 3,712,536 (three million, seven hundred and twelve thousand, five hundred and thirty-six) common shares currently issued by the Company (b) owned by Integritas Shareholders, distributed among such Integritas Shareholders as indicated in Attachment 2.2; (b) actions of (c) issuance of the Company that may eventually (b.i) be acquired for any reason by the Shareholders or their Affiliates in (d) stock exchange or that may be acquired by Shareholders or their Affiliates from third parties, inside or outside the stock exchange, or (b.ii) be sold or otherwise transferred, in any way, by any Shareholder , for third parties (other than another Shareholder or respective Affiliate), subject to compliance with the rules and procedures set forth in Clause 6, as applicable to the case; (c) new shares subscribed by any of the Shareholders (c.i) due to the exercise of the subscription right that exceeds the proportion of the number of

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Shares linked to this Agreement held by the Shareholder in question; or (c.ii) whose respective subscription right is not derived from Linked Shares.

2.2.1 The Shares will only be disconnected from this Agreement in the following cases: (i) in the event of an impasse in the Board of Directors, in relation to the Shares of the Shareholder who exercises the right provided for in Clause 4.4; (ii) full rights, in the event of acquisition of Shares by a third party as provided for in Clause 6.5, in relation to the Shares thus acquired; (iii) for disposal on the Stock Exchange, in ordinary trading, auction or public offering, as the case may be, in relation to the Shares that may be so alienated, observing the procedures provided for in Clause 6; or (iv) full rights, if a Shareholder becomes a holder of Shares representing less than 6% of the voting and total capital of the Company, pursuant to Clause 8.1.1, in relation to the Shares of such Shareholder.

2.2.1.1 In any of the above cases, the Shareholder whose Shares have been unlinked may, separately, without the need to consent of the other Shareholders or the Company, request the depositary institution of the Company's book-entry shares ("Bookkeeping Agent") - upon indication of the reason for the disconnection and declaration, under its sole responsibility, that the procedures of this Agreement have been followed - the formalization of the unbundling of the Shares, the documents requested to effect the respective disconnection with the Bookkeeping Agent and cancel the mentioned registration in Clause 9.4, being certain that the other Shareholders and the Company undertake to collaborate for this purpose in a timely manner, if necessary.

2.3 Exercise of Voting Rights. The exercise, by any of the Shareholders and / or any of their respective representatives, 2. the right to vote at General Meetings, as well as the members of the Company's Board of Directors 3. indicated by them in accordance with items (i) to (iv) of Clause 4.1, is free and is not bound by any voting agreement, 4. exzip codet as provided for in Clause 3 below, failure to comply with shall result in the nullity of the corresponding voting declaration, without prejudice to the right of the interested Shareholder to promote the specific performance of the breached obligation. 5. The Shareholders, as well as the members of the Board of Directors appointed by them, shall exercise their rights 6. to vote in the best interest of the Company.

2.4 Disregard of Voting given in Violation of the Agreement. The President of the General Assembly and / or the Board of Directors shall not take into account the vote given in violation of this Agreement, but shall, as appropriate, take into account the vote cast by the aggrieved Shareholder (s) or by the director (s) appointed by the aggrieved Shareholder (s), as applicable, as described in article 118, §§ 8 and 9 of the Corporate Law.

2.5 Other Agreements. While this Agreement is in force, none of the Shareholders, directly and / or through their Affiliates, may enter into or maintain, with another Shareholder and / or with any third party, (i) other voting agreements and / or of shareholders whatever their object, referring to their participation in the Company (even if exclusively in relation to shares other than Shares linked to this Agreement); or (ii) purchase option or promise agreements and / or sale, usufruct or other agreements that have as their object the Shares, in whole or in part, of their ownership, exzip codet (a) for contracts permitted under Clause 6.8; or (b) by eventual agreements exclusively between the Integritas and Integritas Shareholders ("New Integritas Shareholders' Agreement"), and as long as they do not conflict, violate, prejudice or restrict rights and obligations established in this Agreement, being certain that, in case of eventual conflicts, violations, losses or restrictions in relation to this Agreement caused by the New Integritas Shareholders' Agreement, the provisions of this Agreement shall prevail for all legal purposes.

2.6 Groups. For the purposes of calculating the percentages indicated in Clause 4 and in Clauses 8.1 and 8.1.1 below and for the year of the voting right under Clause 3, the following will be considered as a single Shareholder: (i) Bradseg and any Affiliates Bradseg to which it will Transfer Shares pursuant to Clause 6.4; (ii) Investor and any Affiliates - the Investor to whom he will Transfer Shares under the terms of Clause 6.4; and (iii) Integritas and any Affiliates of Integritas and Integritas Shareholders and any Affiliates of the Integritas Shareholders to which she or they come Transfer of Shares pursuant to Clause 6.4.

CLAUSE 3  
PREVIOUS MEETING - PROCEDURES

3.1 Prior Meeting. All matters subject to resolution at (i) General Meeting regarding the election, dismissal and number of members of the Company's Board of Directors pursuant to Clause 4 below, or (ii) Board Meeting Company's Management regarding the election or removal of the Company's Financial Director under the terms of the Clause 5 below (each, a "Deliberation") must be preceded by a prior meeting, in which the Shareholders must vote in order to comply with the provisions of this Agreement, with the objective of clarifying, anticipating and linking the meaning of their votes or of the directors indicated by them under the terms of items (i) to (iv) of Clause 4.1, in each Deliberation ("Previous Meeting").

3.1.1 There will be no Prior Meeting or binding or voting agreement in relation to any other matter or resolution other than those specifically referred to in Clause 3.1.

3.2 Call. The Prior Meetings will be called by any Shareholder by email with confirmation of delivery, or registered letter with acknowledgment of receipt, accompanied by the respective discussion agenda and material support, if any, at least 5 (five) days in advance, and must indicate the place of as well as the matters, among those mentioned in Clause 3.1 above, that will be submitted to deliberation. The Meetings Preliminaries must occur up to 2 (two) hours before the General Meeting or the Board of Directors' meeting in question, as applicable, except in the event that the Company is required by applicable law or regulation to disclose to the market, on a previous date, the names of candidates for the Board of Directors or any other information that depends on the deliberation of the Prior Meeting, in which case the Prior Meeting must be held with the necessary advance in order to allow the fulfillment of such obligation.

3.2.1 Regardless of the formalities provided for in this Clause, the Prior Meeting to which all Shareholders attend.

3.3 Installation. The Previous Meetings will be installed with the presence of representatives of all the Shareholders. Shareholders undertake to attend Prior Meetings by themselves or through their legal representatives or attorneys-in-fact with specific power of attorney or letter of representation, who must vote and proceed in strict compliance with the provisions of this Agreement. The participation of any of the Shareholders in the Preliminary Meetings will be admitted by means of a conference call, video conference or by any means of communication that ensures the authenticity of the vote and the declaration of will of the respective Shareholder. Integritas and the Integritas Shareholders will be represented by a single attorney who will express the vote of Integritas and the Integritas Shareholders together at the Previous Meetings. Failure of any of the Shareholders to the Prior Meeting regularly called and installed will imply their immediate suspension. In this case, Shareholders shall, or shall cause the members of the Board of Directors of the Company appointed by them, suspend the voting of the Resolution in question. If the Shareholder absent from a Previous Meeting does not attend a second Previous Meeting called for the same purpose, it is ensured that the other Shareholders, together, represent the Shareholder absent in this second Previous Meeting and vote in order to comply with this Agreement (i) exercising its own rights to appoint members of the Board of Directors and indicating for re-election the members of the Board of Directors previously elected by appointment of the Absent or omitted Shareholder or, if not possible for any reason, (ii) if the absent or omitted Shareholder is Core and the matter is the election of the Chief Financial Officer, re-electing the previously elected Chief Financial Officer or, if not possible reelection, assigning to another statutory Director, interim, the exercise of the functions of the Financial Director until the realization next Preliminary Meeting.

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3.3.1 Regardless of the Prior Meeting, votes cast within the scope of the of the Resolution in accordance with the provisions of this Agreement, by the Shareholders or by the members of the Board of Directors indicated by them, as appropriate.

3.4 Resolutions. Minutes of the Previous Meeting will be drawn up, signed by all the Shareholders present, including the summary of the decisions taken. The minutes of the Previous Meeting must be transmitted to the Shareholders' representatives at the General Meeting and to the members of the Board of Directors appointed by each of them to observe the guidance voting rights emanating from the Previous Meeting.

3.4.1 If the Prior Meeting is held by telephone or video conference, the Shareholders must send their votes among themselves through fax and / or e-mail address immediately after the end of such Prior Meeting, and the respective minutes must be signed by the Shareholders present, filed by each of them and delivered to the Chairman of the General Assembly or the Board meeting Directors, as applicable, at the time of its realization, so that the decision taken is duly observed.

3.5 Linking. As an exzip codetion to the rule of free voting by the Shareholders that governs this Agreement, decisions taken at the Previous Meetings will constitute voting agreements, will bind the vote of the Shareholders at the respective General Meetings and of the directors appointed by them pursuant to items (i) to (iv) of Clause 4.1 at the Board of Directors' meetings and will be strictly observed by the Company, pursuant to of the Law of S.A. The vote of the independent directors will not in any way be bound by the provisions of this Agreement or the decision of the Prior Meeting.

3.5.1 Any vote contrary to the resolutions taken at the Previous Meeting will be considered null, invalid and ineffective, the Chairman of the General Meeting or the Board of Directors' meeting, declare the nullity, invalidity and ineffectiveness of the respective vote.

#### CLAUSE 4 ELECTION OF THE MEMBERS OF THE BOARD OF DIRECTORS

4.1 Composition of the Company's Board of Directors. The Company's Board of Directors will be composed of from 7 (seven) to 11 (eleven) members, with a unified mandate of 2 (two) years, reelection permitted. The Shareholders undertake to exercise their right to vote at General Meetings in order to ensure the election of members of the Company's Board of Directors, as follows:

- (i) The Shareholder who holds Shares that represent more than 30% (thirty percent) of the share capital of the Company, will have the right to appoint 4 (four) members of the Board of Directors;
- (ii) The Shareholder who holds Shares that represent between 18% (eighteen percent) and 30% (thirty percent) (including) the Company's capital stock, it will have the right to appoint 3 (three) members of the Board of Directors;
- (iii) The Shareholder who holds Shares that represent between 12% (twelve percent) and 18% (eighteen percent) (inclusive) of the Company's capital stock, will have the right to appoint 2 (two) members of the Board of Directors ;
- (iv) The Shareholder who holds Shares that represent between 6% (six percent) and 12% (twelve percent) (inclusive), of the Company's share capital, it will have the right to appoint 1 (one) member of the Board of Directors; and

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- (v) Regardless of the number of members elected based on the preceding items, 3 (three) members of the Board of Directors will be independent members, chosen pursuant to Clauses 4.1.2 to 4.1.5 below.

4.1.1 The exact number of members of the Board of Directors between 7 (seven) and 11 (eleven) will be determined, for each term, according to its composition resulting from the sum of members appointed in accordance with the provisions of Clause 4.1 above. In the event of changes in the number of Shares held by one or more Shareholders that imply a reduction or increase in the number of members to which they have the right to appoint under the terms of Clause 4.1 above, the Shareholders shall exercise their voting rights and practice (or, as the case may be, cause the members of the Board of Directors appointed by them to practice) the other acts necessary to effect the necessary resignations, appointments, dismissals and / or substitutions that the composition of the Board of Directors complies with the provisions of Clause 4.1 above immediately. It is certain that such changes in holdings will not affect the appointment and maintenance, until the end of the current term, of the independent members already elected at the time under Sections 4.1.2 to 4.1.5 below.

4.1.2 Each of the Shareholders, while holding Shares representing at least 12% (twelve percent) of the share capital of the Company must nominate 3 (three) candidates to fill the position of independent member of the Company's Board of Directors, thus composing a total of 9 (nine) candidates. Each Shareholder, while holding Shares that represent, at least 12% (twelve percent) of the Company's capital stock, will have the right to nominate 1 (one) out of 6 (six) candidates presented by 2 (two) other Shareholders, not being able to choose from those indicated by himself.

4.1.3 Pursuant to Clause 4.1.2, each of the Shareholders shall make available to the other Shareholders, in up to 3 (three) Business Days before the date of the Previous Meeting that will decide on the topic, a list with the name of the 3 (three) candidates for the said card of an independent member of the Company's Board of Directors, accompanied by the respective full resumes, in accordance with the applicable legislation and regulations.

4.1.4 If only 2 (two) Shareholders hold Shares that represent 12% (twelve percent) or more of the share capital voting and total shares of the Company, such Shareholders shall nominate 3 (three) candidates to occupy the membership card independent from the Company's Board of Directors, thus composing a total of 6 (six) candidates. In such event, such Shareholders shall have the right to nominate 1 (one) out of the 3 (three) candidates presented by the other Shareholder, not being able to choose from those indicated by himself. The third independent member must be chosen in common agreement by such 2 (two) Shareholders, among the other 4 (four) candidates presented by them. If only 1 (one) Shareholder holds Shares that represent 12% (twelve percent) or more of the voting and total share capital of the Company, such Shareholder will have the right to appoint, in isolation, the 3 (three) independent members.

4.1.5 If one or more of the three vacancies for independent members is filled through a multiple voting process, pursuant to article 141 of the Corporate Law, and / or exercising other legal rights, if applicable, the remaining independent members will be appointed by the Shareholders who then hold Shares representing 12% (twelve percent) or more than voting and total share capital of the Company, according to the system provided for in Clauses 4.1.2 and 4.1.4 above, or by mutual agreement between them, if the number of such Shareholders is greater than the number of members to be appointed by them.

4.1.6 Notwithstanding the provisions of Clauses 4.1 (iii) and 4.1.1, as an exzip codetion, the members appointed by Core under this Agreement will remain in their said cards until the end of the term started on this date, even if Core leaves to hold Shares representing more than 12% (twelve percent) of the Company's capital stock, provided that: (i) Core holds the ownership of Shares representing at least 10% (ten percent) of the Company's capital stock; and (ii) the reduction of its participation has resulted from dilution in a corporate event that did not give rise to a preemptive right under the terms of the Corporate Law

4.2 Dismissal or Waiver or Impediments. Each Shareholder may, at any time, decide to dismiss any member who has indicated in the form of Clause 4.1. In the event of dismissal, waiver or permanent impediment of

any of the members during the term for which he was elected, his replacement will be appointed by the Shareholder who had appointed the member to be replaced. In any of these cases, Shareholders must exercise their voting rights and practice (or, as the case may be, make

with the members of the Board of Directors appointed by them to perform) the other acts necessary to effect such removal or replacement, as the case may be, immediately after the request of the Shareholder in question.

4.3 Chairman and Vice-Chairman of the Board. The Shareholder who holds Shares that represent 18% (eighteen percent) or more of the voting and total share capital of the Company will have the right to appoint the Chairman and the Vice-Chairman of the Board of Directors. If there are 2 (two) or more Shareholders with Shares representing 18% (eighteen percent) or more of the capital voting and total share capital of the Company, such Shareholders will have the right, in alternate terms, to appoint the Chairman and the Vice Chairman of the Board of Directors, regardless of the difference between the quantities of his Shares, and the Shareholder who has previously reached such percentage (“First Holder”), will have the right to the first appointment, being certain that if the Chairman and Vice-Chairman of the Board of Directors who are occupying said said cards when another Shareholder will hold Shares representing 18% (eighteen percent) or more of the Company's voting and total share capital (“Second Holder”) have already been appointed by the First Holder, then the appointment in the immediately following term what is in progress will be the responsibility of the Second Holder, and so on. If no Shareholder holds Shares that represent 18% (eighteen percent) or more of the Company's voting and total share capital, the same rule of exclusive indication or alternate provision provided for in this Clause applies considering the percentage of 12% (twelve percent) or more of the capital stock voting and total shares of the Company, instead of 18% (eighteen percent).

4.4 Deadlock in the Board of Directors' Resolutions. If there is an impasse in any resolution of the Company's Board of Directors, thus characterized by a tie in the vote, the matter that is the object of the said impasse must be considered as not approved. In case there are 2 (two) consecutive deadlocks in meetings of the Board of Directors of the Company on the same matter, any of the Shareholders will have the right, within a maximum period of 15 (fifteen) days after the date of the second deadlock, by means of communication to the other Shareholders, to unilaterally unlink their Shares from the presente Agreement, ceasing to be part of it and, consequently, no longer subject to the rights and obligations set forth herein. The Chairman of the Board of Directors will not have a casting vote.

4.5 Definition of Independent Member. For the purposes of this Agreement, “independent member” or “independent director” will have the definition provided for in the BM&FBovespa's Novo Mercado Listing Rules.

## CLAUSE 5 - CFO INDICATION

5.1 CFO indication. As long as it holds Shares that represent more than 10% (ten percent) of the voting and total share capital of the Company, Core (or their permitted successors and assigns, pursuant to Clause 5.1.1) shall have the right to appoint and remove, at any time, a Director who will occupy the position of the CFO of the Company, always among professionals of unblemished reputation and with the capacity and preparation compatible with the exercise of such said thistle, being the exclusive responsibility of Core the responsibility for the fulfillment of these requirements by the indicated professional. Shareholders are obliged to meet at a Meeting Prior, pursuant to Clause 3 above, in order to bind the respective votes of the members of the Board of Directors of the Company appointed by them to ensure the election and / or removal of said Director.

5.1.1 The Shareholders recognize and agree that Core's right to appoint the Company's Financial Director in the event provided for in Clause 5.1 above is very personal and cannot be transferred to a third party acquiring the Shares held by Core. However, such right will be transferred to the eventual successor and / or permitted assignee of his participation in the Company, under the terms of Clause 6.4, of Core, so that the Shares held by Core will be

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held by the mentioned Affiliate of Core, being the same rule applied for any Transfer of Shares by such successor and / or permitted assignee of Core and so on.

## CLAUSE 6 RULES FOR SHARE TRANSFERS

6.1 Sale on the Stock Exchange - Integritas / Integritas Shareholders. Integritas and / or the Integritas Shareholders undertake, whenever who are going to sell part or all of their Shares on the BM & FBovespa (either through ordinary trading, auctions or secondary public offering of shares), observe the applicable laws and regulations, including, without limitation, ICVM 168.

6.1.1 For sales of Shares on the BM & FBovespa, other than in the context of a secondary public offering of shares, Integritas and / or Integritas Shareholders will be cardanized in order to carry out, in each fiscal year, through a bank and / or broker pre-defined sales of one or more shares during the 4 (four) quarters of the fiscal year, observing the periods ("Sale Period").

6.1.2 If requested, in writing, by any of the other Shareholders, Integritas and / or the Integritas Shareholders who wish dispose of Shares shall, through Integritas, communicate to the requesting Shareholder, prior to the beginning of the respective Period of Sale, on their intentions to sell Shares during such Sale Period, and such communication must include the maximum volume of Shares that are intended to be sold in one or more transactions during the Sale Period, and the name of the bank or broker chosen to broker sales ("Notice of Sale of Shares").

6.1.2.1 As the Share Disclosure Notice was not requested by a specific Shareholder in the manner provided for in Clause 6.1.2 above, the Integritas and Integritas Shareholders are prohibited from sending you the Notice of Disposal of Shares in the Sales Period.

6.1.3 Untying of Shares held by Integritas and / or by the Integritas Shareholders of this Agreement in the event of this Clause 6.1 will occur automatically and only to the extent strictly necessary for sale, and at the end of each Sale Period, if there are any unsold Shares, they will automatically be linked to this Agreement again, in which case Integritas, by you and / or the Integritas Shareholders, as the case may be, you must promptly notify the Bookkeeping Agent to arrange the respective annotations. Within 5 (five) days after the end of each Sales Period, Integritas must communicate in writing the other Shareholders and the Company on the number of Shares sold by Integritas and / or by each of the Integritas Shareholders within that period, together with a copy of the notification (s) made to the Bookkeeping Agent requesting formalization of the unlinking of Shares and the possible relinking of Shares not sold in said Sales Period, if applicable.

6.2 Sale on the Exchange by Core and / or Bradseg. If Core or Bradseg wishes to sell part or all of its Shares on the BM & FBovespa ("Offeror on the Stock Exchange"), said sale will be mandatorily made through auctions, through the bank or broker chosen by the Offeror on the Stock Exchange and each sale process will be considered as a "Process of Sale on the Stock Exchange", being certain that the other among such shareholders, ie Core or Bradseg, as the case may be ("Accompanying Shareholder") will have the right to include Shares of its ownership in a Sale Process on the Stock Exchange ("Right to Follow the Offer"), subject to the rules set forth in Clause 6.2.1 and following. Obligations and rules contained in this Clause 6.2 and following are applicable to - and assumed for the

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exclusive benefit of - Core and Bradseg, and / or their respective Affiliates to which they Transfer Shares as provided for in Clause 6.4, which may be waived or changed by common agreement between Core and Bradseg, exzip codet for the provisions of Clause 6.2.9 below which can only be waived or altered by mutual agreement between all Shareholders.

6.2.1 The Offeror on the Stock Exchange must notify the Accompanying Shareholder, stating his intention to sell his Shares on the BM & FBovespa in a Sale Process on the Stock Exchange ("Preliminary Notice of Sale Process on the Stock Exchange"), within the scope of the corresponding Sale Process on the Stock Exchange through one or more cardanized oid auctions to be held within the maximum term of 180 (one hundred and eighty) days from the end of the term 15 (fifteen) Business Days mentioned in Clause 6.2.2 ("Term Limit"), without indicating in the Preliminary Notification of the Sale Process on the Stock Exchange the number of Shares that it intends to sell under the corresponding Stock Exchange Process or any other information about such process. If so requested by the Accompanying Shareholder in writing within 5 (five) Business Days from the receipt of the Preliminary Notice of Sale Process on the Stock Exchange (being certain that the lack of timely request in this sense must be interpreted as a waiver of the Right to Accompanying the Offer), the Offering Shareholder on the Stock Exchange must inform the Accompanying Shareholder in writing, in up to 2 (two) Business Days counted from the receipt of such request, the maximum number of Shares that may be sold within the scope of the corresponding Sale Process on the Stock Exchange and the chosen bank or broker ("Complementary Notice of Sale Process on the Stock Exchange").

6.2.2 Within up to 15 (fifteen) Business Days from the receipt of the Complementary Notice of Sale Process on the Exchange, the Accompanying Shareholder must send a notification to the Offeror on the Exchange ("Response to the Stock Exchange Process"), stating whether you wish to participate in the respective Stock Exchange Process, being certain that it must be interpreted as a waiver of the Right to Accompany the Offer if the Process Response is not delivered on the Exchange within the established term.

6.2.3 If the Accompanying Shareholder does not exercise its Right to Follow the Offer, the Offeror on the Stock Exchange will be free to sell Shares of its ownership, up to the limit of Shares informed in the Supplementary Notice of Sale Process on the Stock Exchange, within the Limit Period, in one or more oid cardanized auctions on the BM & FBovespa, each sale being held at auctions on the BM & FBovespa considered a "Stock Exchange Event" for the purposes of this Agreement.

6.2.4 If the Accompanying Shareholder exercises its Right to Accompany the Offer, the Accompanying Shareholder will have the right to include in the respective Sale Process on the Stock Exchange, regardless of the shareholding held in the share capital of the Company, up to the same number of Shares held by the Offeror on the Stock Exchange that are the subject of each Disposal Event on the Exchange that is part of a Sale Process on the Exchange, subject to the provisions of Clause 6.2.6.

6.2.5 Whenever you decide to hold a Stock Exchange Sale within the scope of a Stock Exchange Sale Process, the Offeror on the Stock Exchange must send a notification to the Accompanying Shareholder who has exercised his Right to Follow the Offer, such communication must be made up to 3 (three) Business Days prior to the realization of the respective Sale Event on the Stock Exchange, indicating the maximum number of Shares subject to the Disposal Event on the stock exchange and the minimum price for which each Share will be disposed of at

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that Stock Exchange Disposal Event (“Stock Exchange Disclosure Event”).

6.2.6 Once the Disposal Event Notification has been sent, the Accompanying Shareholder shall, within two (2) Business Days before the Sale Event on the Stock Exchange, inform the Offeror on the Stock Exchange if you wish to participate in said Stock Market Disposal Event (“Adhesion Notice”), indicating the percentage of Shares owned by you that you wish to include in the respective Stock Sale Event, up to the limit of 50% (fifty percent) of the Shares object of such Sale Event on the Stock Exchange, and it is certain that if the number of Shares subject to a Stock Exchange will be the holder of 1 (one) Share more than the Accompanying Shareholder within the scope of the respective Sale Event on the Stock Exchange.

It will be interpreted as a waiver of the Accompanying Shareholder's right to participate in the referred Disposal Event on the Stock Exchange the failure to deliver the Adhesion Notice within the term established herein or outside the terms established herein.

6.2.7 If the Accompanying Shareholder, for any reason, does not include, wholly or partially, Shares held by him in the respective Stock Exchange Sale Event, the Offeror on the Stock Exchange may include Shares held by him in such Stock Exchange Event. Sale on the Stock Exchange, so that up to the totality of the Shares informed in the respective Stock Market Disclosure Event are sold.

6.2.8 Core and Bradseg clarify that, regardless of the exercise by the Accompanying Shareholder of the Right to Monitor the Offer and the effective inclusion, by him, of Shares in a Sale Process on the Stock Exchange, the Offeror on the Stock Exchange will control the Sale Process on the Stock Exchange without any interference from the Accompanying Shareholder. Control of the Sales Process on the Stock Exchange includes, but is not limited to, the decision to sell and the determination of the sale price of each Share object of an Event of Sale on the Stock Exchange, provided that the minimum price indicated in the Stock Exchange Disclosure Event is observed.

6.2.9 The untying of Bradseg and / or Core Shares of this Agreement in the event of this Clause 6.2 will occur automatically through a Stock Market Disclosure Event and an Adhesion Notification, if any, and only to the extent strictly necessary for the sale of the Shares that are the subject of the respective Sale Event on the Stock Exchange, in such a way that the Bradseg and / or Core Shares that may be disconnected from this Agreement to be the subject of a certain Sale on the Stock Exchange and are not effectively sold in such Sale on the Stock Market Event will be automatically relinked to this Agreement, in which case the Shareholder holding these relinked Shares must promptly notify the Bookkeeping Agent to provide the respective notes. Within 5 (five) days after an Event of Sale on the Stock Exchange, the Offering Shareholder in Exchange and, if applicable, the Accompanying Shareholder must communicate in writing to the other Shareholder (s) and the Company of the number of Shares sold at the referred Stock Exchange Sale Event, together with a copy of the notification(s) made (s) to the Bookkeeping Agent requesting the formalization of the unlinking of Shares and the possible relinking of Shares not sold in said Stock Market Disposal Event, if applicable.

6.3 Private Sale - Shareholders' Right of First Refusal. Must a Shareholder wish to Transfer

(“Selling Shareholder”) all or part of its Shares (the “Offered Shares”) privately (i.e., not on the Stock Exchange)

Values in the cases provided for in Clauses 6.1 and 6.2 above) may only do so under the terms of a Firm Proposal and after ensure to the other Shareholders (“Offered Shareholder”), as the case may be, the Right of First Refusal in accordance with the provisions of the sub-items below and in Clauses 6.3.3 to 6.3.6 below, exzip codet for the

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Transfer to Affiliates under the terms of Clause 6.4 :

- if the Selling Shareholder is Core, only Bradseg will be the Offered Shareholder;
- (ii) if the Selling Shareholder is Bradseg, Core and Integritas will be the Offered Shareholders;
- (iii) if the Selling Shareholder is Integritas (and / or Integritas Shareholders, in the case of Clause 6.3.2 (i) below) and the Bidder is a third party (any Person other than Bradseg, Core or any of their respective Affiliates), only Bradseg will be considered the Offered Shareholder;
- (iv) if the Selling Shareholder is Integritas (and / or Integritas Shareholders, in the case of Clause 6.3.2 (i) below) and the Bidder is Bradseg or Core, or any of their respective Affiliates, the other Shareholder between Bradseg and Core, as the case may be, the Offered Shareholder will be considered, but in this case his Preemptive Right will be limited to an amount of Shares Offered that is proportional to the number of Shares held by it in relation to the totality Shares owned by Bradseg and Core (including their respective Affiliates). Thus, once the Right to Preference, the Proponent and the Offered Shareholder shall acquire the Offered Shares in the proportion above.

6.3.1 The Selling Shareholder shall notify the Offered Shareholders in writing of the desired Transfer, together with a copy of the Firm Proposal, offering them the Shares Offered in proportion to the Shares of their ownership in relation to the totality of the Shares of the Offered Shareholders, specifying the terms and conditions under which it intends to Transfer the Offered Shares, including the number of Shares Offered, the price per Share Offered and other material conditions of the desired Transfer, the identity of the Proponent and, in the case of a legal entity, its controlling shareholders (if any) up to the level of natural person (“Notice of Preemptive Rights”).

6.3.2 For clarification purposes, the Parties note that (i) the Integritas Shareholders will not be subject to the of Preference or any restriction or limitation on the Private Transfer of your Shares, by inter vivo act or through of , between themselves or to third parties, exzip codet (a) in the case of Transfer to third party (s), in the same private operation, or set of related private operations within a period of 12 (twelve) months, of Shares representing 5 % (five percent) or more of the Company's total and voting capital or (b) in the case of Transfer of Shares of any amount to another Shareholder that is not Integritas or another Integritas Shareholder; and (ii) the Integritas Shareholders will not be entitled to the Preemptive Right and their Shares will not be counted together with those of Integritas to determine the proportion that the latter has in the case of exercise of the Preemptive Right by more than one Offered Shareholder.

6.3.3 During the period of thirty (30) consecutive days from receipt of the Notice of Preemptive Rights, each of the Offered Shareholders will have the right of preference to acquire the totality and not less than the totality of the Shares Offered (observing, in the event that both Offered Shareholders exercise the Preemptive Right, the proportion of the ownership of each Offered Shareholder in relation to the totality of the Shares of the Offered Shareholders) under the terms indicated in Notification of the Right of First Refusal (“Right of First Refusal”), by written response (the “Notification of Reply”) to the Selling Shareholder, with a copy to the other Offered Shareholder, in which he must inform if:

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(i) will fully acquire the Offered Shares if the other Offered Shareholder has not exercised the Preemptive Right or if the exercise of the Preemptive Right will be conditioned to the exercise of the Preemptive Right by the another Shareholder; Exzip codet for such a condition, if any, the Response Notice must be firm, irrevocable and irreversible; or

(ii) will waive its Right of First Refusal, being certain that it must be interpreted as a waiver of the Right of Preference (i) the failure to deliver the Response Notice within the established period, and / or (ii) the exercise of the Right of First Refusal conditioned to the exercise of the Right of First Refusal by the other Offered Shareholder, in the event that such condition does not exist; and / or

(iii) the Notification of Response that does not include the irrevocable and irreversible obligation (exzip codet for any condition pursuant to item (i) above) of the respective Offered Shareholder to acquire the Offered Shares on terms equal to those specified by the Selling Shareholder and contained in the Preemptive Right Notification.

6.3.4 In the case of exercising Preemptive Rights under Clause 6.3.3, the Selling Shareholder and the Shareholder(s) Offeror(s) who have exercised the Right of First Refusal, must complete the Transfer of the Shares Offered under the terms of the Preemptive Right Notification within 30 (thirty) days following the date on which the Selling Shareholder receive the Notification of Response from the two Shareholders Offered, or the end of the term of 30 (thirty) days to exercise the Preemptive Right, whichever occurs first, the Shareholders being obliged, from now on, to practice all acts and sign all the documents necessary for the formalization of the transaction in question, including the submission of the acquisition to CADE and to any other governmental or regulatory authorities, if applicable, within such period. The aforementioned 30 (thirty) day term will be extended if the transaction has to be submitted to prior approval by CADE and / or any other competent governmental or regulatory bodies (any of these, a "Regulatory Approval"), to the extent necessary to allow the completion of the respective Transfer within 15 (fifteen) Business Days after obtaining, without any restriction or imposition of condition, all Regulatory Approvals.

6.3.4.1 If the Firm Proposal contemplates payment through Net Assets, the value of Net Assets, for purposes determine the exercise price of the Preemptive Right of the Offered Shares, will correspond to the Market Value of the Assets Net on the date of the Notice of Reply.

6.3.5 The Selling Shareholder will be free to transfer all the Shares Offered to the Proponent, provided that for the same amount or higher value and under terms and conditions no more advantageous to the Proponent than those specified in the Firm Proposal and in the Notice of Right of First Refusal, if:

- (i) the Offered Shareholders waive their Preemptive Right, expressly or tacitly, in any of the cases provided for in item (ii) of Clause 6.3.3; or (ii)
- (ii) the closing of the purchase and sale resulting from the exercise of the Preemptive Right does not occur in accordance with the terms of Clause 6.3.4 above due to the fault of the Offered Shareholder (s) that has exercised the Right of First Refusal. The consummation of the acts necessary for the implementation of the purchase and sale of Shares Offered and their transfer to the Third Party in question must occur within 150 (one hundred and fifty) days from any of the verified dates pertinent to the facts described in items (i) and (ii) of this Clause, as the case may be; and if such a transfer does not occur within the aforementioned period of 150 (one hundred and fifty) days, the process related to the Right of First Refusal must be restarted and the respective mechanisms observed, observing that the period of 150 (one hundred and fifty) days mentioned above will be extended if the operation has to be submitted to any Regulatory Approval, to the extent necessary to allow the completion of the respective Transfer within 15 (fifteen) Business Days after obtaining all Regulatory Approvals.

6.3.6 The Right of First Refusal will also apply to the Transfer, for any Person other than an Affiliate, Direct or indirect Control of any Shareholder whose sole or main asset is the Shares, including through capital increase, merger, share merger, merger or other forms of corporate cardanization reoid, as well as any other operation that has or may have as objective or effect to frustrate the Right of First Refusal (“Indirect Transaction”), and the Preemptive Right, in this case, will be liable to be exercised in relation to the Shares held of the Shareholder whose Control has been Transferred, in accordance with the same rules provided for in this Clause 6.3, but at an equal price the price per share or quota object of the Indirect Transaction, multiplied by the total number of shares or quotas issued by the Shareholder in question, deducted or increased, as the case may be, from the value of any liabilities or assets other than the Shares, as per the statement that must specifically include the amount attributed in the Indirect Transaction to the Shares held by such Shareholder, accompanied by relevant supporting documentation, to be presented together with the Notice of Preemptive Rights.

6.4 Transfer to Affiliates. The Preemptive Right does not apply to the Transfer of Shares between each of the Shareholders and their respective Affiliates, considering for the purposes of this clause, Integritas and Integritas Shareholders reciprocally as Affiliates. Must any Shareholder decide to Transfer its Shares to any of its Affiliates by any means (including corporate operations), said Affiliate, prior to the Transfer of Shares, will enter into a term of adhesion to this Agreement, whereby it will fully adhere to the terms and conditions set forth herein, and will have all the rights provided for in this Agreement attributed to Shareholders in general and to the Transferor Shareholder, in particular, including, without limitation, the right provided for in Clause 5.1, if Core is the transferor Shareholder, being certain that, in any case: (i) the transferor Shareholder will remain jointly and severally obliged with their respective Affiliate in relation to the obligations assumed in this Agreement; and (ii) the provisions of Clauses 2.6 and 6.3.2 will apply. In the case of Transfer of Shares held by Integritas to Integritas Shareholders their adhesion as parties to this Agreement will be automatic, regardless of any formality, and Integritas must communicate to the other Shareholders, in writing, any Transfer of Shares to Shareholders with Integrity at least in advance ten (10) Business Days, being certain that in such Transfers the assignor will remain responsible, in a subsidiary manner, however, not jointly and severally, in relation to the obligations assumed by the transferee in this Agreement.

6.5 Non-Binding to the Agreement. Exzip codet as provided for in Clauses 6.3 and 6.4, the third acquirer will not adhere to this Agreement in any event of Transfer of Shares, the respective Shares being acquired being disconnected from this Agreement for all legal purposes.

6.6 Communications. Whenever a Transfer of Shares by one or more Shareholders, in any event provided for in this Clause 6, result in alteration or extinction of rights due to cease (in) to hold Shares in any of the percentages provided for in Clauses 4.1, 4.1.4, 4.1.5, 4.3, 5.1, 8.1 and 8.1.1 of this Agreement, the Shareholder (s) in question must (s) immediately communicate, in writing, the other Shareholders, informing the number of Shares held by them after said Transfer.

6.7 Regulation. Shareholders and Integritas Shareholders will observe, and cause their Affiliates to observe, the laws and regulations applicable to the trading of shares, including, without limitation, ICVM 168 and ICVM 358, whenever they intend to trade any shares issued by the Company, whether Shares linked to this Agreement or not.

6.8 Sealing. The rent or loan of Shares by any of the Shareholders is prohibited. None of the Shareholders (exzip codet (i) by the Integritas Shareholders up to the limit set forth in Clause 6.3.2 or (ii) exclusively for Affiliates) may give their Shares in guarantee or institute any encumbrance or encumbrance on them (“Recorded Shares”), without the express prior consent, in writing, of the other Shareholders, exzip codet if the full voting rights of the Recorded Shares are maintained and if, in the respective instrument or separate document, to be presented to the other Shareholders, there is a clause or express declaration in which the respective creditor confirms to be fully aware that the Right of First Refusal provided herein must be respected, including the provisions of Clause 6.9 below.

6.9 Constriction. In any case of the exclusion of a guarantee, attachment, attachment or other involuntary constriction on Shares of any of the Shareholders (any of these cases, a “Constriction”), the holder of the Shares

object of the Constriction ("Constritas Shares") shall promptly inform the other Shareholders about the Constriction, providing it, together with with such communication, a copy of the documentation related to Constriction. The holder of the Constritas Shares will send his best efforts to release Constriction. If the Constriction is not released and the Constritas Shares become the object of any measure aimed at its sale (judicial or extrajudicial) or adjudication to third parties, the Shares will be considered Constritas were previously offered to the Offered Shareholders, being subject to the Preemptive Right in accordance with the procedures and deadlines set forth in Clause 6.3, exzip codet as otherwise provided in this Clause. The Shareholders Offered may take all necessary measures to release the Constritas Shares, in accordance with the applicable legislation, if so they deem necessary or convenient to defend their rights and interests, and may even request, in the judicial or extrajudicial, as the case may be, the replacement of the Constricted Shares by a cash deposit or other guarantee aczip codetable by the court.

In any case of Constriction, the Preemptive Right may be exercised in whole or in part (even if it does not cover the Constritas Shares) and the price per share for which the Preemptive Right may be exercised will be determined with based on the Market Value of the Company's shares, exzip codet in the cases of Constriction in which a value of evaluation of Constritas Actions, in the form of the Civil Procedure Code, hypotheses in which it will be observed, for purposes of exercising the Right of First Refusal, the referred valuation value. From the price calculated pursuant to this Clause, costs and expenses will be deducted reasonable attorney's fees incurred in relation to Constriction for the exercise of the rights set forth herein. In the case of any of the Shareholders Offered in the context of the exercise of the Preemptive Right, make a deposit or provide other guarantee to release the Constritas Shares and the amount deposited or the guarantee provided (plus costs and reasonable attorney's fees incurred by the Offered Shareholders in relation to Constriction for the exercise of the rights herein foreseen) is, for any reason, higher or lower than the amount due for the exercise of the Right of First Refusal, calculated in as provided for in this Clause, then: (i) in the first case (of being superior), the Shareholder holding the Constritas Shares shall, within 5 (five) days, make the payment of the difference to the Shareholder who made the deposit or provided the guarantee to release the Constriction, or (ii) in the other hypothesis (of being inferior), such Shareholder shall, within 5 (five) days, pay the difference to the holder of the Constritas Shares.

6.10 Nullity. Any Transfer or encumbrance of Shares in violation of the provisions of this Clause 6 will be null and void full right and totally ineffective in relation to the Company and the other Shareholders, without prejudice to the applicable losses and damages, cannot be registered or carried out by the Company or by the depositary institution of its book-entry shares.

## CLAUSE 7 LISTING SEGMENT

7.1 Listing of the Company. The Shareholders undertake to keep the Company listed in the special segment of the Novo Mercado

BM & FBovespa or in a listing segment that adopts the most rigid corporate governance rules at BM & FBovespa. In the case of the creation of a new listing segment that adopts the strictest corporate governance rules at BM & FBovespa, the Company's adhesion to such segment is subject to verification that there are no rules in such a listing segment that conflict, violate, impair, restrict or void the rules, rights and obligations of this Agreement.

## CLAUSE 8 VALIDITY

8.1 Term. This Agreement will enter into force on this date and will remain in effect (i) as long as at least 2 (two) Shareholders jointly hold Shares that represent more than 36% (thirty-six percent) of the Company's share capital, or ( ii) until the period of 15 (fifteen) years from the present date elapses, between (i) and (ii) whichever comes first.

8.1.1 The Shareholder who (i) becomes the holder of Shares that represent less than 6% (six percent) of the

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Company's capital stock or (ii) unilaterally and unilaterally detach his Shares from this Agreement, under the terms of Clause 4.4, will no longer be considered part of this Agreement and, therefore, will no longer be subject to the rights and obligations set forth herein.

## CLAUSE 9 GENERAL PROVISIONS

9.1 Obligations of the Company. The Company undertakes to comply with any and all provisions of this Agreement throughout the period of its validity. The Company will not register, consent or ratify any vote or approval by the Shareholders, or perform or fail to perform any act that violates or is incompatible with the provisions of this Agreement or that, in any way, could harm the rights of Shareholders under this Agreement.

9.2 Assignment. The obligations and rights of this Agreement may not be assigned or transferred in whole or in part, subject to the provisions of Clause 5.1.1 and Clause 6.4.

9.3 Specific Execution. The obligations resulting from this Agreement are subject to specific execution, under the terms of article 118, paragraph 3, of the Corporations Law. The specific execution does not, however, exclude the liability of the defaulting party for the losses and damages caused to the other Shareholders.

9.4 Registration and Registration. The Company undertakes to file this Agreement at its headquarters in the form and for the purposes of the provisions of article 118 of the Brazilian Corporation Law and to endorse this Agreement and its charges on the Shares with the Bookkeeping Agent, in the form and for the purposes of the provisions of articles 40, II, and 118, §3, of the Corporate Law.

9.5 Notifications. For the purposes of §10 of article 118 of the Corporate Law, the Shareholders indicate the representatives and the data contact details below for sending any notice, notification, request or communication relating to this Agreement, as well as any communication involving the Shareholders, including to provide or receive information, which must be delivered by registered letter, courier, by hand or sent by email (in this case, upon receipt confirmation), to the respective representatives, located at the addresses indicated below and with the reference "Notification Fleury Shareholders' Agreement", plus any additional text, at the discretion of the notifying Shareholder:

- If for Integritas:

Avenue: Fagundes Filho, 145, Set: 43

ZIP CODE 04304-010

Sao Paulo-SP

At. Mr. Márcio Pinheiro Mendes and Mr. Marcos Bosi Ferraz E-mail: mpmendes@hotmail.com and mbfcpes@gmail.com

With copy to (which will not constitute a notification): Machado, Meyer, Sendacz and Opice Advogados

Av. Brigadeiro Faria Lima, 3144, 11th floor

ZIP CODE 01451-000

Sao Paulo-SP

To: Arthur B. Penteado

E-mail: apenteado@machadomeyer.com.br

- If for core:

Avenue: Brigadeiro Faria Lima, number 3.311, 9th floor, ZIP CODE 04538-133

Sao Paulo-SP

Mr. Juan Pablo Zucchini

E-mail: jzucchini@adventinternational.com wrosa@adventinternational.com braiko@adventinternational.com

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rpatury@adventinternational.com

With copy to (which will not constitute a notification):

Lobo & de Rizzo Advogados

Avenue: Brigadeiro Faria Lima, 3.900, 3rd floor ZIP CODE 045138-132

Sao Paulo-SP

To: Mr. Rodrigo Millar de Castro Guerra

E-mail: rodrigo.guerra@loboderizzo.com.br jose.marretti@loboderizzo.com.br

- If for Bradseg:

Street: Barão de Itapagipe, number 255, Bloco A, 2nd floor, Rio Comprido, ZIP CODE 20261-005

Rio de Janeiro - RJ

To: Mr. Jose Henrique Fernandes do Amaral

E-mail: jose.amaral@bradescoseguros.com.br

With copy to (which will not constitute a notification): BMA - Barbosa, Müssnich, Aragon

ZIP CODE 20031-000

Rio de Janeiro - RJ

To: Francisco Müssnich and Henrique Beloch Emails: famm@bmalaw.com.br

hvb@bmalaw.com.br

- If for the Company:

Avenue: General Valdomiro de Lima, 508 ZIP CODE 04344-903

Sao Paulo-SP

To: Mr. Investor Relations Officer E-mail: ri@grupofleury.com.br

- If for Integritas Shareholders:

Avenue: Fagundes Filho, 145, set: 43

ZIP CODE 04304-010

Sao Paulo-SP

To: Mr. Márcio Pinheiro Mendes and Mr. Marcos Bosi Ferraz E-mail: mpmendes@hotmail.com and mbfcps@gmail.com

With copy to (which will not constitute a notification): Machado, Meyer, Sendacz and Opice Advogados

Av. Brigadeiro Faria Lima, 3144, 11th floor ZIP CODE 01451-000

Sao Paulo-SP

To: Arthur B. Penteado

E-mail: apenteado@machadomeyer.com.br

- If for the Investor:

Avenue: Brigadeiro Faria Lima, number 3.311, 9th floor, ZIP CODE 04538-133

Sao Paulo-SP

Mr. Juan Pablo Zucchini

E-mail: jzucchini@adventinternational.com wrosa@adventinternational.com braiko@adventinternational.com

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rpatury@adventinternational.com

With copy to (which will not constitute a notification):

Lobo & de Rizzo Advogados

Avenue: Brigadeiro Faria Lima, 3.900, 3rd floor ZIP CODE 045138-132

Sao Paulo-SP

To: Mr. Rodrigo Millar de Castro Guerra

E-mail: rodrigo.guerra@loboderizzo.com.br, jose.marretti@loboderizzo.com.br

9.6.1 Any notification sent in accordance with this Clause will be deemed to have been delivered (i) whether by courier or by hand, on the date indicated on the receipt receipt, (ii) if by registered letter, on the date indicated in the return protocol, and (iii) if by e-mail, on the date of confirmation of receipt; provided it has been delivered on Business Day until 6 pm. Otherwise, it will be considered delivered on the next Business Day.

9.7 Integritas Content. This Agreement constitutes the entire agreement between the Shareholders regarding its purpose and replaces all previous agreements, understandings, representations or warranties, negotiations and discussions, whether oral or in writing, among the Shareholders with respect to the matters contained herein.

9.8 Changes. Any and all changes to this Agreement will only be valid if in writing and signed by all Shareholders.

9.9 Waiver. No waiver by any of the Shareholders of any term or provision of this Agreement or any breach of this Agreement shall affect the right of such Shareholder to subsequently demand compliance with such term or disposition or to exercise any right or remedy in the event of any other breach, whether or not similar.

9.10 Law. This Agreement will be governed and interpreted in accordance with the laws of the Federative Republic of Brazil.

9.11 Arbitration. In the event of any divergence or conflict between the Shareholders, the Consenting Interveners or its successors, arising from this Agreement or in any way related thereto, including as to its interpretation, validity or extinction, the conflict or diveid cardence shall be resolved by arbitration, regulated by this Clause.

9.11.1 The dispute will be submitted to the Bovespa Market Arbitration Chamber ("Chamber"), in accordance with its arbitration regulation ("Regulation") in force on the date of the request for the initiation of arbitration ("Arbitration Request").

9.11.2 The complaining party shall notify all Shareholders and Consenting Intervening Parties of the Arbitration Requirement, so that they may express their willingness to join one of the poles of the arbitration procedure. The arbitration decision will be final, unappealable and will bind Shareholders, Consenting Interveners and their successors, who undertakes to comply with it spontaneously.

9.11.3 The arbitration will be based in the City of São Paulo, State of São Paulo, Brazil, where it will be given the arbitration award, and will be conducted in the Portuguese language. The applicable law will be Brazilian, and the arbitrators cannot decide for equity.

9.11.4 The arbitral tribunal shall consist of 3 (three) arbitrators, each party being responsible for appointing an arbitrator, in the Arbitration Request and in responding to the Arbitration Request, as applicable, which, by common agreement, they will appoint the third arbitrator who will serve as President of the arbitral tribunal ("Arbitral Tribunal"). Being more of a plaintiff or defendant, the provisions of the Regulation on the matter shall be observed. Any and all controversy, issue, lack any agreement or omission regarding the appointment of arbitrators

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by the parties, as well as the choice of the third arbitrator, will be settled or supplied by the Integritas Chamber and Integritas Shareholders will be considered as a single party for all purposes of this arbitration clause.

9.11.5 The arbitral proceeding will proceed in absentia from either party, including in the event of absence of respondent's response to the request for institution of arbitration, under the terms of the Regulation.

9.11.6 Each party will bear the costs and expenses it causes in the course of the arbitration, and the parties will prorate in equal parts the costs and expenses whose cause cannot be attributed to one of them. The arbitral award shall assign to the losing party the final responsibility for the cost of the process, including attorney's fees (exzip codet contractual fees) in the total amount that the award can fix.

9.11.7 Each Shareholder and the Consenting Interveners remain with the right to apply in common court competent judicial measures aimed at obtaining precautionary, precautionary or anticipatory measures, provided that prior to the constitution of the arbitral tribunal, without this being interpreted as waiver of arbitration. In this case, the Chamber it must be immediately informed of the decision rendered on the measure required in the ordinary court. After the constitution of the Arbitral Tribunal, with the aczip codetance of the nomination by all arbitrators, such measures must be requested to the Arbitral Tribunal, which may grant the provisional and definitive tutelages that it deems appropriate, including those aimed at the specific fulfillment of the obligations provided for in this Agreement . For the coercive execution of measures granted within the scope of arbitration, including the arbitration award, and other judicial procedures expressly allowed in Law number 9,307 / 96, the Shareholders and the Consenting Interveners elect the Central Forum of São Paulo, Comarca da Capital, with resignation express to any other, however privileged it may be. For the action of execution of the arbitral award, the Shareholders and the Consenting Interveners elect the forum of the domicile of the person being executed, or any other place where The has assets subject to execution, at the discretion of the executing party.

9.11.8 The Shareholders and the Consenting Intervening Agents agree that the Arbitration must be maintained in confidentiality and its elements (including, the parties' allegations, evidence, reports and other manifestations of third parties and any other documents presented or exchanged in the course of the arbitration proceeding), will only be revealed to the Arbitral Tribunal, the parties, their lawyers and any person necessary for the development of the arbitration, exzip codet if disclosure is required to comply with the obligations imposed by law or by any competent authority.

9.11.9 The Consenting Stakeholders are expressly bound for all purposes and effects right to this arbitration clause.

9.12 Consenting Interveners. The Company, the Integritas Shareholders and the Investor appear, in this act, to express their express agreement with the terms and conditions agreed between the Shareholders in this Agreement, committing to cooperate for the full fulfillment of all its obligations under this Agreement.

9.13 Mandate. As a condition for aczip codetance by Bradseg and Core of the possibility of Transferring Shares of Integritas for Integritas Shareholders pursuant to this Agreement, each of the Integritas Shareholders appoints and constitutes, in this act, irrevocably and irreversibly, pursuant to articles 684, 685 and 686, sole paragraph, of Law number 10.406 / 2002 (Civil Code), Integritas as its very attorney-in-fact with broad powers to represent them before the other Shareholders, the Company and the Bookkeeping Agent in all matters pertaining to this Agreement, including exercise of rights, compliance of obligations, sending or receiving communications, communications or authorizations to the Bookkeeping Agent for unlinking or relinking Shares, giving and receiving discharge, settling, and any and all other acts that may be necessary or convenient under the terms of

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this Agreement, with the exzip codetion of representation in Previous Meetings that will take place under the terms indicated in Clause 3.3, since now exempting Bradseg and Core from any liability or loss arising from the exercise of this mandate by Integritas.

The parties are in agreement with the content of this document and signed this instrument in 4 (four) copies, of equal content and for a single effect, in the presence of the 2 (two) witnesses below.

São Paulo, October 6, 2015.

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*Page 1/5 of signatures of the Fleury S.A. Shareholders' Agreement signed on October 6, 2015.*

| CORE PARTICIPAÇÕES S.A. |        |
|-------------------------|--------|
| NAME:                   | NAME:  |
| TITLE:                  | TITLE: |

| INTEGRITAS PARTICIPAÇÕES S.A. |        |
|-------------------------------|--------|
| NAME:                         | NAME:  |
| TITLE:                        | TITLE: |

| FALB PARTICIPAÇÕES S.A. |        |
|-------------------------|--------|
| NAME:                   | NAME:  |
| TITLE:                  | TITLE: |

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*Page 2/5 signatures of the Fleury S.A. Shareholders' Agreement signed on October 6, 2015.*

| BRADSEG PARTICIPAÇÕES S.A. |                 |
|----------------------------|-----------------|
| NAME:<br>TITLE:            | NAME:<br>TITLE: |

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*Page 3/5 of signatures of the Fleury S.A. Shareholders' Agreement signed on October 6, 2015.*

| FLEURY S.A.     |                 |
|-----------------|-----------------|
| NAME:<br>TITLE: | NAME:<br>TITLE: |

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|                                   |                                   |
|-----------------------------------|-----------------------------------|
| ADAGMAR ANDRIOLO                  | APARECIDO BERNARDO PEREIRA        |
| ARTHUR TEIXEIRA MENDES NETO       | CELSO FRANCISCO HERNANDES GRANATO |
| EWALDO MÁRIO KUHLMANN RUSSO       | FERNANDA PINHEIRO MENDES          |
| FERNANDO LOPES ALBERTO            | FERNANDO TEIXEIRA MENDES FILHO    |
| GILBERTO ALONSO                   | JOSÉ GILBERTO HENRIQUES VIEIRA    |
| JOSÉ MARCELO AMATUZZI DE OLIVEIRA | LUIZ ROBERTO FERNANDES MARTINS    |
| MÁRCIO PINHEIRO MENDES            | MARCOS BOSI FERRAZ                |

|   |                                  |
|---|----------------------------------|
| MARIA DE LOURDES LOPES FERRARI<br>CHAUFFAILLE | MARIA ELIZA TRIGO FERRAZ         |
| MARIA HSU ROCHA                               | MARIA LÚCIA CARDOSO GOMES FERRAZ |
| MÁRIO ENDSFELDZ CAMAID CARDO                  | NELSON CARVALHAES NETO           |
| OMAR MAGID HAUACHE                            | PAULO GUILHERME LESER            |
| PEDRO ALMEIDA TEIXEIRA MENDES                 | RENDRIK FRANÇA FRANCO            |
| ROBERTO TEIXEIRA MENDES                       | ROGÉRIO RABELO                   |
| RUI MONTEIRO DE BARROS MACIEL                 | SEID CARDIO LUIS RAMOS MARTINS   |
| VIVIEN BOUZAN GOMEZ NAVARRO ROSSO             |                                  |

WITNESSES:

|        |        |
|--------|--------|
| 1.     | 2.     |
| Name:  | Name:  |
| Title: | Title: |

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ANNEX 2.2

DIRECT SHAREHOLDER PARTICIPATION - INTEGRITAS

| Shareholder                                   | Shares           |
|---|------------------|
| Aparecido Bernardo Pereira                    | 396,651          |
| Celso Francisco Hernandes Granato             | 184,523          |
| Fernanda Pinheiro Mendes                      | 9,000            |
| Fernando Lopes Alberto                        | 161,914          |
| José Gilberto Henriques Vieira                | 203              |
| José Marcelo Amatuzzi de Oliveira             | 16,505           |
| Márcio Pinheiro Mendes                        | 533,434          |
| Maria de Lourdes Lopes Ferrari<br>Chauffaille | 365,760          |
| Maria Eliza Trigo Ferraz                      | 29,435           |
| Mário Endsfieldz Camaid cardo                 | 44,280           |
| Nelson Carvalhaes Neto                        | 2,931            |
| Omar Magid Hauache                            | 574,738          |
| Paulo Guilherme Leser                         | 7,200            |
| Rendrik França Franco                         | 100,000          |
| Rogério Rabelo                                | 180,500          |
| Rui Monteiro de Barros Maciel                 | 797,357          |
| Seid cardio Luis Ramos Martins                | 300,762          |
| Vivien Bouzan Gomez Navarro Rosso             | 7,344            |
| Espólio de Fernando Teixeira Mendes           | 29,434*          |
| <b>TOTAL</b>                                  | <b>3,741,971</b> |

\* The totality of the shares issued by Fleury held by the Estate of Fernando Teixeira Mendes are in the process of being transferred to their successors Arthur Teixeira Mendes Neto, Fernando Teixeira Mendes Filho, Pedro Almeida Teixeira Mendes and Roberto Teixeira Mendes.