

WRITTEN RESOLUTION OF THE MEMBERS

DATED 29 JULY 2021

This Written Resolution of the Members of Aventti Strategic Partners LLP (the "**LLP**") unanimously made by all the members of the LLP on the date set out above and shall take effect in respect of the resolution passed in paragraph 3.1 below as a Special Resolution for the purposes of the Members' Agreement (as defined below).

Capitalised terms used but not otherwise defined in this written resolution shall have the meaning specified in the LLP Members' Agreement (the "**Members' Agreement**") relating to the LLP dated 28 August 2020, unless otherwise defined herein.

1. BACKGROUND

1.1 It is proposed that the LLP enter into the following documents:

- (i) a guarantee of specific liabilities to be entered into by the LLP (as guarantor) in favour of FIDC PRIO3 Margin Loan – Fundo de Investimento em Direitos Creditórios (as beneficiary) (the "**Guarantee**");
- (ii) the Private Instrument of Indenture of 1st Issue of Simple Non-Convertible Debentures, in Two Series, with Security Interest and Additional Personal Guarantee for Private Placement of Garonne Participações S.A. (*Instrumento Particular de Escritura da 1ª Emissão de Debêntures Simples, Não Conversíveis em Ações, em Duas Séries, da Espécie com Garantia Real, Com Garantia Adicional Fidejussória, para Colocação Privada da Garonne Participações S.A.*) among, *inter alios*, Garonne Participações S.A. (as the issuer), FIDC PRIO3 Margin Loan – Fundo de Investimento em Direitos Creditórios (as the debenture holder), Garonne Fundo de Investimento em Participações Multiestratégia (as FIP Garonne), Simplific Pavarini Distribuidora de Títulos e Valores Mobiliários LTDA. (as the trustee) and the LLP (as guarantor) (the "**Debenture**");
- (iii) the Private Instrument of Fiduciary Transfer of Shares and Other Covenants (*Instrumento Particular de Alienação Fiduciária de Ações e Outras Avenças*) among, *inter alios*, Garonne Participações S.A. (as intervening consenting party), FIDC PRIO3 Margin Loan – Fundo de Investimento em Direitos Creditórios (as the debenture holder), Garonne Fundo de Investimento em Participações Multiestratégia (as FIP Garonne and intervening consenting party), Simplific Pavarini Distribuidora de Títulos e Valores Mobiliários LTDA. (as the trustee and intervening consenting party) and the LLP (as guarantor) (the "**Fiduciary Transfer Agreement**"); and
- (iv) the Private Instrument of Fiduciary Assignment of Credit Rights and Other Covenants (*Instrumento Particular de Cessão Fiduciária de Direitos*

Creditórios em Garantia e Outras Avenças) among, *inter alios*, Garonne Participações S.A. (as the issuer), FIDC PRIO3 Margin Loan – Fundo de Investimento em Direitos Creditórios (as the debenture holder), Garonne Fundo de Investimento em Participações Multiestratégia (as FIP Garonne and intervening consenting party), Simplific Pavarini Distribuidora de Títulos e Valores Mobiliários LTDA. (as the trustee) and the LLP (as guarantor) (the "**Assignment Agreement**"),

(together the "**Transaction Documents**").

- 1.2 In addition, it was noted that, in connection with the Transaction Documents, the LLP has entered into the following documents:

- (vi) the Non- Resident Client Representation Agreement (*Contrato de Representação de Cliente não Residente*) dated 26 October, 2020 among, *inter alios*, Planner Trustee Distribuidora de Títulos e Valores Mobiliários LTDA. (as the representative) and the LLP (as guarantor and client) (the "**Representation Agreement**"); and
- (vi) the Power of Attorney dated July 27, 2021, among, *inter alios*, Planner Trustee Distribuidora de Títulos e Valores Mobiliários LTDA. (as the grantee) and the LLP (as guarantor and grantor) (the "**Power of Attorney**").

- 1.3 Pursuant to Clause 7(f) of the Members' Agreement, "*unless otherwise agreed by Special Resolution no Member shall enter into any bond or become bail surety or security with or for any person or do or knowingly cause to be done any thing as a result of which the LLP's property or any part of it may be seized, attached or taken in execution;*".
- 1.4 Accordingly, the Members are hereby asked to consider, and if agreed, resolve by way of a Written Resolution that the LLP enter into the Transaction Documents as well as ratify, confirm and approve the Representative Agreement and the Power of Attorney.

2. **DECLARATIONS AND DELIBERATIONS**

- 2.1 It is hereby noted all declarations of interest, direct or indirect required to be made or given to or obtained by the LLP for the purposes of any applicable law, the LLP's constitutional documents or otherwise have been so made or given or obtained and that no Member of the LLP entering into this Written Resolution is precluded from agreeing to the resolutions referred to below by reason of any such direct or indirect interest.
- 2.2 Each undersigned Member acknowledges having carefully reviewed and considered the Transaction Documents, the Representative Agreement and the Power of Attorney duly analysed the contemplated transaction referred to therein.
- 2.3 Each undersigned Member hereby confirms that in resolving that the LLP should enter into the Transaction Documents (as defined above) and resolving that the LLP should ratify, confirm and approve the Representative Agreement and the Power of Attorney, they are acting in a way which they consider, in good faith, would be most likely to promote the success of the LLP for the benefit of its Members as a whole.

- 2.4 Each undersigned Member hereby confirms that in resolving that the LLP should enter into the Transaction Documents, they have had regard to the actual and prospective financial position of the company for which the Guarantee, the Fiduciary Transfer Agreement and the Assignment Agreement would be provided and concluded in good faith and on reasonable grounds at that time that it was not likely that a claim would be made upon that the LLP under the Guarantee or that the security under the Fiduciary Transfer Agreement or the Assignment Agreement would be enforced (or, to the extent it was likely that a claim would be made or any security would be enforced, that the LLP would receive full value or some other benefit in exchange for providing the Guarantee, the Fiduciary Transfer Agreement and the Assignment Agreement).

3. **RESOLUTIONS**

After due and careful consideration

- 3.1 **IT WAS RESOLVED** that the terms of and entry into the Transaction Documents and the transactions contemplated by them, be approved and that this resolution take effect as a Special Resolution for the purposes of the Members' Agreement.
- 3.2 **IT WAS RESOLVED** that each Designated Member be severally authorised to execute on behalf of the LLP the Representation Agreement and Power of Attorney, and each Designated Member or any authorised representative or attorney be authorised to execute on behalf of the LLP the Transaction Documents, , in the form of the copy produced to the Members with this Special Resolution, with any amendments the Designated Member (or duly authorised representative or attorney) may approve.
- 3.3 **IT WAS RESOLVED** that the Guarantee be executed by the LLP as a deed in the form of the copy produced to the Members with any amendments any Designated Member may approve, by any two Designated Members or by any Designated Member in the presence of a witness who attests the signature.
- 3.4 **IT WAS RESOLVED** that execution of the Transaction Documents by the signatories authorised in accordance with resolutions above shall be conclusive evidence of the signatory's approval of the amendments made to them.
- 3.5 **IT WAS RESOLVED** that the terms of and entry into the Representation Agreement and the Power of Attorney, prior to the date hereof are hereby ratified, confirmed and approved.
- 3.6 **IT WAS RESOLVED** that:
- 3.6.1 each Designated Member or any duly authorised representative or attorney shall be severally authorised to negotiate, finalise, agree, execute and dispatch (by whatever means, including electronically) on behalf of the LLP any other agreement, certificate, document, letter and notice as the member may consider necessary in connection with the Transaction Documents, the Representation Agreement and the Power of Attorney;
- 3.6.2 any two Designated Members or any Designated Member in the presence of a witness who attests the signature shall be authorised on behalf of the LLP or any duly authorised representative or attorney to execute and deliver any other

agreement, deed or document required to be executed and delivered as a deed as the member may consider necessary in connection with the Transaction Documents, the Representation Agreement and the Power of Attorney; and

- 3.6.3 each Designated Member and any duly authorised representative or attorney shall be severally authorised to do all other acts and things not otherwise the subject of an authorisation in these minutes as the member or such authorised person may consider necessary or desirable in connection with the Transaction Documents, the Representative Agreement, the Power of Attorney or the transactions contemplated thereunder.

The present Special Resolution has been executed in counterparts. All the counterparts will together constitute one and the same resolution.

SIGNED BY ALL THE MEMBERS OF THE LLP

.....
Date: 29 JULY 2027

NOME DA RUA, HOLDING, SGPS, S.A.

.....
Date: 29 JULY 2027

MR NELSON SEQUEIROS RODRIGUEZ TANURE