SHAREHOLDERS AGREEMENT

BY AND BETWEEN

ALEXANDRE GRENDENE BARTELLE

JUVENIL ANTONIO ZIETOLIE

FRANK ZIETOLIE

KELLY ZIETOLIE

EMILIA ANGELA SARETTA ZIETOLIE

NELY ROSA CELSO SCHENATTO

UNICASA INDÚSTRIA DE MÓVEIS S/A

SHAREHOLDERS AGREEMENT

By this Shareholders Agreement ("Agreement"), dated March 14, 2012, the Parties:

a. ALEXANDRE GRENDENE BARTELLE, Brazilian citizen, single, entrepreneur, bearer of the identification card RG no. 5006352289-SSP/RS, enrolled with the Individual Taxpayer Registry (CPF/MF) under no. 098.675.970-87, with offices at Avenida Pedro Grendene, 131 , sala 15, Bairro Volta Grande, city of Farroupilha, State of Rio Grande do Sul, Postal Code 95.180-000 ("Alexandre");

b. JUVENIL ANTONIO ZIETOLIE, Brazilian citizen, married by the community property system, entrepreneur, resident and domiciled at Rua da República, 31 apto. 402, Bairro Cidade Alta, in the city of Bento Gonçalves, in this State of Rio Grande do Sul, Postal Code 95700-000, bearer of the identification card RG no. 9020822954, issued by SSP-RS on 07.18.80, enrolled with the CPF/MF under no. 029.127.670-91, ("Juvenil");

c. FRANK ZIETOLIE, Brazilian citizen, married by the partial community property system, entrepreneur, resident and domiciled at Rua Xingu, 1.190, Bairro São Bento, in the city of Bento Gonçalves, in this State, Postal Code 95700-000, bearer of the identification card RG no. 9015436299, issued by SSP-RS, and enrolled with the CPF/MF under no. 532.184.260-49, ("Frank");

d. KELLY ZIETOLIE, Brazilian citizen, married by the partial community property system, entrepreneur, resident and domiciled at Rua da República, 31, apto. 301, Bairro Cidade Alta, in the city of Bento Gonçalves, in this State, Postal Code 95700-000, bearer of the identification card RG no. 8015436374, issued by SSP-RS, and enrolled with the CPF/MF under no. 594.926.860-15, ("Kelly");

e. EMILIA ANGELA SARETTA ZIETOLIE, Brazilian citizen, married by the community property system, housewife, resident and domiciled at Rua da República, 31, apto. 402, Bairro Cidade Alta, in the city of Bento Gonçalves, in this State, Postal Code 95700-000, bearer of the identification card RG no. 4008896609 issued by SSP-RS, enrolled with the CPF/MF under no. 807.206.090-20, ("Emilia");

f. NELY ROSA CELSO SCHENATTO, Brazilian citizen, widow, housewife, resident and domiciled at Rua Olavo Bilac, 195, Apto. 400, Bairro Cidade Alta, in the city of Bento Gonçalves, in this State, bearer of the civil identification card RG no. 9007276059 , and enrolled with the CPF/MF under no. 667.288.190-53, ("Nely").

WHEREAS, on this date, each Shareholder is the legitimate owner of the number of common shares issued by the Company ("Shares") identified in the EXHIBIT 1;

WHEREAS the Shareholders intend to establish the reciprocal obligations and rights which will govern their exercise of the Company's Controlling Power;

Have mutually agreed to enter into this Agreement, which will be governed by the following provisions:

CLAUSE ONE
DEFINITIONS

Clause 1.1. Definitions. For the purposes hereof, the terms below will have the following meanings:

"Restricted Shares" means the Shares individually held by each Shareholder, as indicated in the Exhibit 1, and all Shares (a) that might be subscribed in view of the right of first refusal related to the Restricted Shares (whether for the subscription of new Shares or securities convertible into Shares or that allow the subscription of new Shares) or (b) that might be issued in view of bonus, split or reversal split of Restricted Shares.

"Affiliate" means (i) any legal entity over which the Shareholder exercises (directly or indirectly) the Controlling Power, (ii) any legal entity that is under the same Controlling Power than the Shareholder, or (iii) any individual or legal entity that holds (directly or indirectly) the Controlling Power of the Shareholder.

"BM&FBOVESPA" means São Paulo Stock Exchange.

"Controlling Block" means the block formed by the Shareholders, under the terms hereof, which collectively exercise the Controlling Power of the Company.

"Company" means UNICASA INDÚSTRIA DE MÓVEIS S.A., enrolled with the Brazilian Corporate Taxpayer Registry (CNPJ/MF) 90.441.460/0001-48, with its charters registered in the Trade Board of the State of Rio Grande do Sul, under the Company Number (NIRE) no. 43300044513 and headquartered at Rodovia Estadual RSC-470, km. 212,930 - Bairro São Vendelino, in the city of Bento Gonçalves, State of Rio Grande do Sul.

"CVM" means the Brazilian Securities and Exchange Commission.

"Controlling Power" means the power effectively used to direct the corporate activities and instruct the operation of the Company's bodies, directly or indirectly, factually or by law. There is a relative presumption of title of the Controlling Power in relation to the person of group of persons linked by the shareholders agreement or under the common control that is holder of shares that has assured the absolute majority of the votes of the present shareholders in the 3 (three) last General Meetings of the Company, even if not holder of shares that assures the absolute majority of the voting capital.

"New Market Regulation" means the regulation of the New Market segment of BM&FBOVESPA.

"Prior Meeting" means the Shareholders meeting, regulated in Clause Four, which shall occur previously to the General Meetings to determine the content of the vote of the Restricted Shares in the respective General Meeting.

CLAUSE TWO
SCOPE OF THE AGREEMENT

Clause 2.1 Scope of the Agreement. The scope of this Agreement is to establish the reciprocal obligations and rights of the Company's Shareholders, as representatives of the Block: the exercise, by the Shareholders, of the Company's Controlling Power.

CLAUSE THREE
COMPANY'S FUNDAMENTAL PRINCIPLES; STATEMENTS OF THE SHAREHOLDERS

Clause 3.1 Company's Fundamental Principles. The Shareholders shall exercise their vote and the Controlling Power in order to seek the achievement, by the Company, of a high level of productivity, profitability and competitiveness, as well as the sustainable growth of its businesses, in a professional, transparent and ethical manner.

Clause 3.2 Ownership of the Shares. Each Shareholder declares to be the legitimate owner of the number of Restricted Shares or Shares, according to the case, identified in the Exhibit 1, which are, according to the case and except for the provisions herein, free and clear of any burdens, encumbrances, charges, pending matters and judicial or extrajudicial proceedings, debts or restrictions to the free transfer of any nature ("Charges"").

CLAUSE FOUR
EXERCISE OF THE CONTROLLING POWER BY THE SHAREHOLDERS

Clause 4.1 Votes according to this Agreement. Each Shareholder agrees to vote and provide that his/her representatives vote in any and all Prior Meeting and General Shareholders Meeting of the Company ("Shareholders Meetings"), in strict compliance with the provisions hereof, in order to fulfill and give effect to all of its terms and conditions.

Clause 4.2 Prior Meeting. Previously to each General Meeting, a Prior Meeting shall be called and held to resolve on the matters contained in the agenda of such General Meeting, which will be written in accordance with the following rules:

a. Notice. As long as the General Meeting has been duly called, the Prior Meeting will occur regardless of notice. Except if otherwise agreed by the Shareholders attending the Prior Meeting, any matter which is not contained in the agenda of the respective Meeting may not be resolved therein.

b. Place. The Prior Meeting shall be carried out at the Company's headquarters, except if other place is previously agreed in writing by all Shareholders.

c. Time. The Prior Meeting will be held, in first session, at 2 pm of the business day immediately prior to the General Meeting and, if there is no quorum set forth in letter (e) above, it will be held in second session, at 5 pm of the business day immediately prior to the date of the General Meeting, except if another time is previously agreed by all Shareholders.

d. Attendance. The Shareholders whose representative attends the Prior Meeting physically, through videoconference or telephone, will be deemed present, including for purposes of determination of the quorum. The attendance of only 1 (one) representative of each Shareholder will be allowed. Except if previously agreed otherwise by all Shareholders, the Prior Meeting will be presided by the shareholder Alexandre Grendene Bartelle, or by his representative.

e. Quorum. The Prior Meeting will be held, in first session, with the attendance of all Shareholders and, in second session, with the quorum that is needed for the approval of the matters, as indicated in Clause 4.2(f).

f. Quorum for Resolution. In the Prior Meeting, a vote will be attributed to each Share owned by the respective Shareholder. For the approval of any matter, the affirmative vote of a Shareholder representing at least 50.01% (fifty point zero one percent) of the Shares (subject to the provisions in Clause 4.2(j)).

g. Minutes. In the Prior Meeting, the minutes will be drawn up, which shall be signed by as many parties as deemed necessary so that the quorum for resolution mentioned in Clause 4.2(f) is reached. If the Shareholder is not physically attending the Prior Meeting, s/he can express his/her consent with the content of the minutes in writing, by sending a facsimile message or electronic mail to the place the Prior Meeting is held, and the respective minutes shall be subsequently signed by such Shareholder. The minutes and confirmations in writing will be filed in the Company and shall be strictly observed by the Company in the respective General Meeting.

h. Binding the Shareholders. Each Party agrees that the resolutions taken in the Prior Meetings will bind the votes of all Shareholders in the respective General Meeting, and the Shareholders shall vote en bloc in such General Meeting, in accordance with such decisions. Each Shareholder shall provide that his/her respective representatives in the General Meetings vote in accordance with the resolution approved by the Prior Meeting, as regulated in this Clause Four, regardless of having attended or not the Prior Meeting and voted or not in favor of the resolution in the Prior Meeting. The chair of the General Meeting will be obliged not to register the votes in disagreement with the resolutions of the Prior Meeting and register the votes of the Shareholders absent in the General Meeting, in the same sense of the resolution of the Prior Meeting. The eventual exercise, by any Shareholder, of the voting right in the General Meetings in disagreement with the decisions approved in the Prior Meeting or other applicable provisions of this Agreement will result in nullity of the vote exercised. Without prejudice to the provisions in this Clause 4.2(h), the non-attendance to the General Meeting, as well as the forbearances of vote of any Shareholder, assures to any other Shareholder the voting right, in accordance with the resolutions of the Prior Meeting, with the Shares pertaining to the Shareholder who has not fulfilled the obligation to vote in accordance with the resolutions of the Prior Meeting, clarifying and stating in the minutes of the General Meeting that he does so based on this Clause 4.2(h).

i. Suspension of the General Meeting. If the Prior Meeting is not held, the Shareholders shall vote together in the General Meeting so that it is adjourned. In this case, the Shareholders shall hold the Prior Meeting in the shortest time possible, so that the suspension is no longer effective.

Clause 4.3. Usufruct with suspensive and deliberative conditions. Alexandre hereby appoints, in favor of his twin brother Pedro Grendene Bartelle, Brazilian citizen, married under the total property separation system, industrialist, identification card RG no. 8006751872, CPF no. 098.647.840-72, resident and domiciled at Rua Bela Cintra 2349, apto. 251 25º andar, Jardim Paulistano, Postal Code 01415-002, in São Paulo-SP, lifetime usufruct, restricted to the voting right of his SHARES (that is, without the inclusion of the right to earnings). The usufruct is hereby established with suspensive condition, only becoming effective in case of disability or death of Alexandre and as long as Pedro Grendene Bartelle survives and is in full use of his capacity. The usufruct is also established with deliberative condition, not producing any effect in the event Pedro Grendene Bartelle is not alive or capable upon the death or disability of Alexandre. This usufruct shall be recorded in the Company's share registry book, along with this Shareholders Agreement, and such provision shall be complied by heirs and successors on any account.

CLAUSE FIVE
MISCELLANEOUS

Clause 5.1. Effective Period. This Agreement becomes effective on this date and will remain effective until March 14, 2032, and may be terminated when there is a written notice of a Shareholder representing at least 50.01% (fifty point zero one percent) of the Shares.

Clause 5.2 Suspensive Conditions. The provisions hereof will become effective as of the publication date of the Announcement of Start of the Secondary Public Distribution of Shares referring to the first secondary public offering of shares issued by the Company to be carried out after being listed at the CVM ("Announcement of Start") or, regardless of the occurrence of the publication of the Announcement of Start, as long as the Parties agree in writing.

Clause 5.3. Interference. The Company signs this Agreement, acknowledging all of its terms, undertaking to fulfill and enforce the fulfillment of all its provisions and, especially, register this Agreement under the terms and for the purposes and effects set forth in the Corporate Law. The Company undertakes to promptly inform the Shareholders of any act, fact or omission that might imply in violation hereof, and take the necessary measures to keep this Agreement effective and in force. The Intervening Parties sign this Agreement, acknowledging all of its terms, undertaking to fulfill all its provisions, where suitable.

Clause 5.4. Registry and Annotation. This Agreement will be filed at the Company's headquarters and pursuant to and for the purposes and effects set forth in article 118 of the Corporate Law. In the share registry book of the Company, at the margin of the Share registry, respectively, will contain the following text: *"The voting right entitled to the shares represented by this Registry, as well as their transfer or encumbrance in any way, are binding and are* *subject to the Shareholders Agreement entered into on March 14, 2012 by and between Alexandre Grendene Bartelle, Juvenil Antonio Zietolie, Frank Zietolie, Kelly Zietolie, Emilia Angela Saretta Zietolie and Nely Rosa Celso Schenatto.*

Clause 5.5. Specific Execution. In light of the nature of this Agreement, the Parties recognize that, in the event of default of the obligations undertaken therein, eventual indemnity for losses and damages does not constitute sufficient remedy. Thus, and without prejudice to the losses and damages that might have place, any obligation mentioned herein that is not fulfilled by any Party may be scope of specific execution, upon the application of the provisions in the 8th and 9th paragraphs of Law 6404/76, as set forth in Clause 4.2, letter (h) hereof and/or legal provision for consent or replacement of the act, vote or measured practiced, refused or omitted in disagreement with the provisions herein, under the applicable provisions. The Parties will respond individually for the direct or indirect losses caused to one another, as well as to the Company, due to the breach of obligations set forth herein.

Clause 5.6 Arbitration. The Parties agree that any litigation or divergence between the Parties, arising from and/or related to this Agreement, and that cannot be amicably solved between the Parties within a non-extendable period of 30 (thirty) days, will be definitively settled through arbitration ("Arbitration"), which will be final and conclusive, binding upon the Parties and their successors and assignees, under the terms of Law no. 9.307/96. The Arbitration will be conducted by three arbitrators, deciding by the majority of votes, which will be chosen by the parties and carried out by the Arbitration Court of BM&F BOVESPA, based in the city of São Paulo, State of São Paulo, pursuant to its respective Regulation, of which the PARTIES declare to be aware. The Arbitration will occur in the city of São Paulo, State São Paulo, in the Arbitration Court of BM&F BOVESPA. The official language of the Arbitration will be Portuguese and the applicable law will be the Brazilian one, especially Law 6404/76 and the Civil Code. The expenses related to any dispute submitted to Arbitration and conducted in accordance with this Clause shall be borne by the loser, unless the arbitrators decide otherwise. Notwithstanding the provisions above, each party remains with the right to request judicial measures: (a) to obtain any preventive measures to protect rights prior to the filing of the arbitration procedure, and such measure will not be construed as a waiver of the arbitration procedure by the parties; and (b) to execute any arbitration decision, including the final report. If the obtainment of injunction before the establishment of the arbitration procedure is necessary, the parties elect the Venue of Farroupilha, in Rio Grande do Sul. The parties recognize that eventual injunction obtained with the Judiciary Branch shall necessarily be reviewed by the Arbitration Court (or Arbitrator), who will then decide for its maintenance, review or cancellation. The parties recognize that any arbitration order, decision or determination will be definitive and binding, and the final report constitutes extrajudicial enforceable order.

Clause 5.7 Addendums. No addendum to this Agreement will be binding upon the Parties, unless carried out in writing and signed by all Parties.

Clause 5.8. Waiver. No waiver by any Party to any action for infringement to the provisions hereof will come into force or will be binding unless carried out in writing and signed by such Party. Unless otherwise stated therein, such waiver will neither limit nor affect the rights of such Party in relation to any other infringement.

Clause 5.9. Independency of Provisions. If any provision hereof becomes illegal or invalid, such provision will be considered separated and eliminated herefrom, and such illegality and invalidation will not affect the validity nor the enforceability of the remainder of the Agreement.

Clause 5.10 Notices. Any notice or communication required or permitted by this Agreement shall be carried out in writing and deemed received on its transmission date, if by facsimile, and on the effective receipt date by the notified Shareholder, at his/her address, if sent by registered letter with confirmation of receipt, courier or telegram, whichever occurs first. Notices will be sent to the addresses contained in the introduction of this Agreement. In case of change of address of any Party, such Party shall inform his/her new address to the other Parties, as set forth in this Clause 5.10., under the penalty of considering as valid and effective the notice sent to the address contained in the introduction of this Agreement. All notices and communications carried out in compliance with the provisions herein shall be forwarded with copy to the Chairman of the Company's Board of Directors, at the address of the Company indicated in the introduction hereof.

Clause 5.11 Assignment. Neither this Agreement, nor any of its rights and obligations, not even the SHARES may be transferred or sold, in any way, by the Parties to third parties directly or indirectly without the prior consent of the other Parties, except for the right of first refusal set forth in clause 5.11.1, below. The infringement to this Clause will imply in nullity of the assignment, transfer or sale. This Agreement shall benefit and bind the Parties and their respective heirs, executors, legal representatives, successors and authorized assignees.

5.11.1. Sale of Shares. If any signatory shareholder wishes to sell to third parties his/her shares, directly or indirectly, s/he shall give the right of first refusal to the other PARTIES in the proportion of his/her shares, sending in writing to the signatories, through registered letter with personal protocol, values, conditions, number of shares and identifying the proposer. The other offered shareholders will have the period of 60 (sixty) days to express in writing their interest in acquiring the offered shares and, if the response is affirmative, the parties shall sign the respective definitive agreements and payment of the price within 60 (sixty) days of such affirmation response. If there is no response of any offered shareholder or if s/he responds negatively to the acquisition, the others that responds affirmatively may acquire the remaining shares of the offering that were not acquired. If no signatory shareholder comes to exercise the right of first refusal, the proposing shareholder will be free to sell to third parties, as long as doing it within 60 (sixty) days from the elapse of the period of 60 (sixty) days from the negative response or omission of the offered shareholders. In case the sale to the third parties does not occur in the period of 60 (sixty) days above, the proposing shareholder shall renew the offering with the formalities needed above.

5.11.1.1. All sale made in disagreement with the provisions above will be legally deemed null and void.

5.11.2.- Permitted Transfers. The transfers of SHARES of any Party to Subsidiaries, of which the Party holds at least 99% of the voting capital and 99% of the total capital stock (PERMITTED ASSIGNEE) will be permitted. In this event, the PERMITTED ASSIGNEE, as successor, shall adhere and subrogate in all of the rights and obligations set forth herein, respecting the Indirect Sale of the SHARS, the provisions in item 5.11., above.

Clause 5.12 Irrevocability. This Agreement is signed in irrevocable and irreversible character, benefiting and binding the Parties and their respective successors, heirs and authorized assignees.

Clause 5.13. Applicable Law. This Agreement will be governed and construed in accordance with the laws of the Federative Republic of Brazil and, particularly, in case of default of the obligations set forth herein, in accordance with Articles 118 of the Corporate Law and Articles 461, 632, 639 and 640 of the Code of Civil Procedure.

In witness whereof, the Parties have executed this Agreement in 8 (eight) copies of equal content, in the presence of two witnesses identified below.

Bento Gonçalves, March 14, 2.012

Signed: ALEXANDRE GRENDENE BARTELLE

Signed: JUVENIL ANTONIO ZIETOLIE

Signed: FRANK ZIETOLIE

Signed: KELLY ZIETOLIE

Signed: EMILIA ANGELA SARETTA ZIETOLIE

Signed: NELY ROSA CELSO SCHENATTO

WITNESSES:

Name: GELSON LUIS ROSTIROLLA
Identification Card RG no. 2031094441 SSP-RS

Name: IVANIR MORO
Identification Card RG no. 9036905686 SSP-RS

This Shareholders Agreement is filed in the headquarters of the Company and recorded in the Share Registry Book, under the terms of art. 118, 1st paragraph of Law 6404/76 and Clause 5.4 hereof.

Bento Gonçalves, March 14, 2012.

UNICASA INDÚSTRIA DE MÓVEIS S.A.

signature page of the Shareholders Agreement, entered into by and between Alexandre Grendene Bartelle, Juvenil Antonio Zietolie, Frank Zietolie, Kelly Zietolie, Emilia Angela Saretta Zietolie and Nely Rosa Celso Schenatto, on March 14, 2012, drawn up in 8 (eight) copies of equal content, in 11 pages only printed in the front side, including this one.

EXHIBIT 1

SHARES HELD BY THE SHAREHOLDERS ON THIS DATE

SHAREHOLDER	NUMBER OF SHARES
Alexandre Grendene Bartelle	4,051,591
Juvenil Antonio Zietolie	590,818
Frank Zietolie	549,990
Kelly Zietolie	152,927
Emilia Angela Saretta Zietolie	81,242
Nely Rosa Celso Schenatto	73,332

FIRST AMENDMENT TO THE SHAREHOLDERS AGREEMENT OF

UNICASA INDÚSTRIA DE MOVÉIS S.A.

By this private instrument, the parties:

a. **ALEXANDRE GRENDENE BARTELLE**, Brazilian, single, businessman, holder of identification card (RG) no. 5006352289-SSP/RS, registered in the roll of individual taxpayers (CPF/MF) under no. 098.675.970-87, with office at Avenida Pedro Grendene, 131, sala 15, bairro Volta Grande, in the city of Farroupilha, State of Rio Grande do Sul, CEP 95.180-000 ("Alexandre"), herein represented by his attorney-in-fact, Mr. Gelson Luis Rostirolla, Brazilian, married, business administrator, holder of identification card (RG) no. 2031094441, issued by SSP-RS on 11.11.1982 and registered in the roll of individual taxpayers (CPF/CIC) under no. 148.411.429-91, resident and domiciled at Rua Rui Barbosa, 142, Ed. Solar da Matriz, apto. 1.001, Centro, in the city of Farroupilha, state of Rio Grande do Sul, CEP 95180-000;

b. **JUVENIL ANTONIO ZIETOLIE**, Brazilian, married under regime of universal community property, businessman, resident and domiciled at Rua da República, 31 apto. 402, Bairro Cidade Alta, in the city of Bento Gonçalves, in the State of Rio Grande do Sul, CEP 95700-000, holder of identification card (RG) no. 9020822954, issued by SSP-RS on 7.18.80, registered in the roll of individual taxpayers (CPF/MF) under no. 029.127.670-91 ("Juvenil");

c. **FRANK ZIETOLIE**, Brazilian, married under regime of partial community property, businessman, resident and domiciled at Rua Xingu, 1.190, Bairro São Bento, in the city of Bento Gonçalves, state of Rio Grande do Sul, CEP 95700-000, holder of identification card (RG) no. 9015436299, issued by SSP-RS, and registered in the roll of individual taxpayers (CPF/MF) under no. 532.184.260-49 ("Frank");

d. **KELLY ZIETOLIE**, Brazilian, married under regime of partial community property, businesswoman, resident and domiciled at Rua da República, nº 31, apto. nº 301, Bairro Cidade Alta, in Bento Gonçalves, state of Rio Grande do Sul, CEP 95700-000, holder of identification card (RG) no. 8015436374, issued by SSP-RS and registered in the roll of individual taxpayers (CPF/MF) under no. 594.926.860-15 ("Kelly");

e. **EMILIA ANGELA SARETTA ZIETOLIE**, Brazilian, married under regime of universal community property, homemaker, resident and domiciled at Rua da República, nº 31, apto. 402, Bairro Cidade Alta, in Bento Gonçalves, state of Rio Grande do Sul, CEP 95700-000, holder of identification card (RG) no.

4008896609 issued by SSP-RS and registered in the roll of individual taxpayers (CPF/MF) under no. 807.206.090-20 ("Emilia");

f. **NELY ROSA CELSO SCHENATTO**, Brazilian, widow, homemaker, resident and domiciled at Rua Olavo Bilac, nº 195, Apto. nº 400, Bairro Cidade Alta, in Bento Gonçalves, state of Rio Grande do Sul, holder of identification card (RG) no. 9007276059, and registered in the roll of individual taxpayers (CPF/MF) under no. 667.288.190-53 ("Nely"),

and, as consenting intervening party:

g. **UNICASA INDÚSTRIA DE MÓVEIS S.A.**, publicly held company, with registered office in the city of Bento Gonçalves, state of Rio Grande do Sul, at Rodovia Federal BR 470, Km 212,930, Bairro São Vendelino, registered in the roll of Corporate Taxpayers (CNPJ/MF) under no. 90.441.460/0001-48, herein represented pursuant to its Bylaws ("Company"),

WHEREAS:

A. On March 14, 2012, the Parties entered into the Shareholders' Agreement of the Company, establishing reciprocal rights and duties regarding the exercise of the control of the Company ("Shareholders Agreement");

B. On the date hereof, Juvenil and Emilia donated to their son Frank, respectively, two million, three hundred and ten thousand, seven hundred eighty-four (2,310,784) and three hundred seventeen thousand, seven hundred sixty-one (317,761) registered common shares issued by the Company, corresponding, respectively, to 3.4966% and 0.4808%, of the Company's capital;

C. As a result of the donations above, **(i)** Emilia is no longer a shareholder of the Company; **(ii)** Juvenil now holds seven hundred thirty-six thousand, two hundred ninety-four (736,294) registered common shares issued by the Company, corresponding to 1.1141% of the Company's capital; and **(iii)** Frank now holds, jointly with the Company shares he already held previously, eight million, five hundred seventy-eight thousand, five hundred forty-five (8,578,545) registered common shares issued by the Company, corresponding to 12.9808% of the Company's capital;

D. Juvenil, Emilia and Nely, with the consent of the other signatories hereof, wish to terminate their duties and obligations under the Shareholders Agreement and remove themselves as signatories hereof; and

E. The Parties wish the formalize the transfer of the shares of Juvenil and Emilia to Frank, resulting from the abovementioned donations, as well as the removal of Juvenil, Emilia and Nely from the Shareholders Agreement;

NOW THEREFORE, the parties fully and commonly agree to enter into this private instrument of First Amendment to the Shareholders Agreement of Unicasa Indústria de Móveis S.A. under the following terms and conditions:

1. The Parties hereby decide, in full and common agreement, to amend the list of shares and persons bound to the Shareholders' Agreement, so as to: **(a)** reflect the donations of shares from Juvenil and Emilia to Frank, as mentioned in Recitals B and C above; **(b)** remove Juvenil, Emilia and Nely from the Shareholders Agreement, along with the Company shares they hold currently or may hold in the future.

2. In view of the abovementioned changes, the list of shares and persons bound to the Shareholders Agreement is as follows:

Shareholder	**Number of Shares Bound**
Alexandre Grendene Bartelle	27,569,065
Frank Zietolie	8,578,545
Kelly Zietolie	598,116

3. Therefore, Juvenil, Emilia and Nely are hereby removed from the Shareholders Agreement, giving the Company and the other signatories of the Shareholders Agreement full, general and irrevocable release from any obligations, and hereby waiving any and all claims of any rights and obligations, of any nature, arising from the Shareholders Agreement, now or in the future.

4. The other clauses of the Shareholders Agreement, which have not been amended by this instrument, are hereby ratified and shall remain valid and in full force and effect.

5. This First Amendment to the Shareholders' Agreement of the Company is filed at the registered office of the Company, for all purposes and effects, particularly those provided for in Article 118 of Federal Law 6,404/76.

IN WITNESS WHEREOF, the Parties have executed this private instrument of First Amendment to the Shareholders Agreement of Unicasa Indústria de Móveis S.A. in three (3) counterparts of equal form and contents, in the presence of the undersigned witnesses.

Bento Gonçalves, Rio Grande do Sul, August 25, 2017.

ALEXANDRE GRENDENE BARTELLE
represented by Gelson Luis Rostirolla

JUVENIL ANTONIO ZIETOLIE

FRANK ZIETOLIE

KELLY ZIETOLIE

EMILIA ANGELA SARETTA ZIETOLIE

NELY ROSA CELSO SCHENATTO

UNICASA INDÚSTRIA DE MÓVEIS S.A.

Witnesses:

________________________________	___________________________
Name: Cristiano Pierre Moreira	Name: Rosmari Ecker
Taxpayer ID (CPF/CIC): 711.479.000-78	Taxpayer ID (CPF/CIC): 281.936.010-68

SECOND AMENDMENT TO THE SHAREHOLDERS' AGREEMENT OF UNICASA INDÚSTRIA DE MÓVEIS S.A.

Through this private amendment,

a. ALEXANDRE GRENDENE BARTELLE, Brazilian, single, businessman, bearer of identity card (RG) no. 5006352289-SSP/RS, inscribed in the individual taxpayers register (CPF/MF) under no. 098.675.970-87, with offices at Avenida Pedro Grendene, 131, sala 15, bairro Volta Grande, city of Farroupilha, state of Rio Grande do Sul, CEP 95.180-000 ("Alexandre"), hereby represented by his attorney-in-fact Gelson Luis Rostirolla, Brazilian, married, business administrator, bearer of identity card (RG) no. 2031094441, issued by SSP-RS on 11.11.1982 and inscribed in the individual taxpayers register (CPF/CIC) under no. 148.411.429-91, resident and domiciled at Rua Rui Barbosa, 142, Ed. Solar da Matriz, apto. 1.001, Centro, city of Farroupilha, state of Rio Grande do Sul, CEP 95180-000;

b. RENATA VENDRUSCOLO ZIETOLIE, Brazilian, widow, psychologist, born on 01/24/1978, inscribed in the individual taxpayers register (CPF/MF) under no. 946.893.340-72, bearer of identity card no. 8068586521 issued by SJS/RS, resident and domiciled at Rua Estefânia Pasqualli Eder, nº 397, Apt. 801, Bairro Cidade Alta, city of Bento Gonçalves - RS, CEP 95700348 ("Renata");

c. LAURA ZIETOLIE, Brazilian, minor below 16 years old, bearer of identity card (RG) no. 7112282335, issued on 06/17/2008 by SJS-RS, inscribed in the individual taxpayers register (CPF/MF) under no. 036.703.060-80, born on 04/26/2006, resident and domiciled at Rua Estefânia Pasqualli Eder, nº 397, Apto. 801, Bairro Cidade Alta, city of Bento Gonçalves - RS, CEP 95700348 ("Laura"), hereby represented by her mother, RENATA VENDRUSCOLO ZIETOLIE, already identified above; and

d. ISABELA ZIETOLIE, Brazilian, minor below 16 years old, bearer of identity card (RG) no. 8112309144, issued on 06/20/2008 by SSP-RS, inscribed in the individual taxpayers register (CPF/MF) under no. 036.702.960-00, born on 11/22/2007, resident and domiciled at Rua Estefânia Pasqualli Eder, nº 397, Apto. 801, Bairro Cidade Alta, city of Bento Gonçalves - RS, CEP 95700348 ("Isabela"), hereby represented by her mother, RENATA VENDRUSCOLO ZIETOLIE, already identified above; and

e. CAMILA ZIETOLIE, Brazilian, minor below 16 years old, bearer of identity card (RG) no. 3118494982, issued on 12/08/2010 by SSP-RS, inscribed in the individual taxpayers register (CPF/MF) under no. 036.703.160-43, born on 09/12/2010, resident and domiciled at Rua Estefânia Pasqualli Eder, nº 397, Apto. 801, Bairro Cidade Alta, city of Bento Gonçalves - RS, CEP 95700348 ("Camila"), hereby represented by her mother, RENATA VENDRUSCOLO ZIETOLIE, already identified above;

f. **KELLY ZIETOLIE**, Brazilian, married under the partial community property regime, businesswoman, resident and domiciled at Rua da República, nº 31, apto. nº 301, Bairro Cidade Alta, in Bento Gonçalves, state of Rio Grande do Sul, CEP 95700-000, bearer of identity card (RG) no. 8015436374, issued by SSP-RS and inscribed in the individual taxpayers register (CPF/MF) under no. 594.926.860-15 ("Kelly ");

and, also, as the consenting intervening party:

g. **UNICASA INDÚSTRIA DE MÓVEIS S.A.**, a publicly-held company headquartered in the city of Bento Gonçalves, state of Rio Grande do Sul, at Rodovia Federal BR 470, Km 212,930, Bairro São Vendelino, inscribed in the corporate taxpayers register (CNPJ/MF) under no. 90.441.460/0001-48, hereby represented pursuant to its bylaws ("Company"),

WHEREAS,

a) On 03/14/2012, the Parties executed the Shareholders' Agreement of the Company, establishing the reciprocal rights and obligations for exercising control over the Company ("Shareholders' Agreement")

b) On 08/25/2017, the Parties signed the First Amendment to the Shareholders' Agreement of the Company, which established and regulated the changes established in that instrument ("First Shareholders' Agreement");

c) On 03/23/2019, shareholder Frank Zietolie passed away and, consequent to the final probate decision given on March 30, 2020, his shares were distributed equally among his heirs, Renata, Laura, Isabela and Camila, with each individually owning the following number of shares: Renata owns two million, one hundred forty-four thousand, six hundred thirty-seven (2,144,637) registered common shares; Laura owns two million, one hundred forty-four thousand, six hundred thirty-six (2,144,636) registered common shares; Isabela owns two million, one hundred forty-four thousand, six hundred thirty-six (2,144,636) registered common shares; and Camila owns two million, one hundred forty-four thousand, six hundred thirty-six (2,144,636) registered common shares.

d) The parties wish to maintain all the terms and conditions of the Agreement.

They resolve, by full and common agreement, to sign this private Second Amendment to the Shareholders' Agreement of Unicasa Indústria de Móveis

S.A., under the following terms and conditions:

1. Renata, by herself and representing Laura, Isabela and Camila, expressly declares that she is fully and unmistakably aware of the terms and conditions of the Agreement, to which she fully agrees and will fully comply with.

2. In view of the above changes, the list of shares and persons bound by the Shareholders' Agreement of the Company is now as follows:

Shareholder	Number of Bound Shares
Alexandre Grendene Bartelle	27,569,065
Renata Vendruscolo Zietolie	2,144,637
Laura Zietolie	2,144,636
Isabela Zietolie	2,144,636
Camila Zietolie	2,144,636
Kelly Zietolie	598,116

3. The parties and the intervening party hereby irrevocably and irreversibly declare that they fully agree with the transfer of shares mentioned above, also fully ratifying all the terms, clauses, content and conditions of the Agreement, which come into force and produce all the legal effects.

4. This amendment is made on an irrevocable and irreversible basis, and extends to the heirs and successors on any account.

5. The Agreement and all its amendments, including this instrument, are filed at the headquarters of the Company, for all purposes and effects, especially those in article 118 of Federal Law 6,404/76.

In witness whereof, the Parties sign this private Second Amendment to the Shareholders' Agreement of Unicasa Indústria de Móveis S.A. in three (3) copies of equal content and form, in the presence of two witnesses, identified below.

Bento Gonçalves –RS, October 22, 2020.

ALEXANDRE GRENDENE BARTELLE
p.p. Gelson Luis Rostirolla

RENATA VENDRUSCOLO ZIETOLIE

LAURA ZIETOLIE
p.p. Renata Vendruscolo Zietolie

ISABELA ZIETOLIE
p.p. Renata Vendruscolo Zietolie

CAMILA ZIETOLIE
p.p. Renata Vendruscolo Zietolie

KELLY ZIETOLIE

UNICASA INDÚSTRIA DE MÓVEIS S.A.

Witnesses:

Name: Cristiano Pierre Moreira	Name: Rosmari Ecker
CPF/CIC no. 711.479.000-78	CPF/CIC no. 281.936.010-68

THIRD AMENDMENT TO THE SHAREHOLDERS AGREEMENT
OF
UNICASA INDÚSTRIA DE MÓVEIS S.A.

Through this private amendment,

a. UNION SUPER FUNDO DE INVESTIMENTO FINANCEIRO EM AÇÕES, an equity investment fund duly organized and validly existing under the laws of the Federative Republic of Brazil, registered in the roll of corporate taxpayers (CNPJ/MF) under No. 65.946.143/0001-36, represented herein by its manager **Nova Milano Investimentos Ltda.**, registered in the roll of corporate taxpayers (CNPJ/MF) under No. 12.263.316/0001-55, authorized to provide portfolio management services for securities and financial instruments pursuant to Declaratory Act No. 11,523, issued on February 1, 2011, with registered office at Rua Dona Pacífica, nº 180, Sala 02, Bairro Imigrante, CEP 95180-170, in the city of Farroupilha, state of Rio Grande do Sul, and a branch office at Avenida Brigadeiro Faria Lima, nº 3.144, conjunto 122, bairro Itaim Bibi, CEP 01451-000, in the city and state of São Paulo ("Union");

b. ALEXANDRE GRENDENE BARTELLE, Brazilian, single, industrialist, holder of identification card (RG) No. 5006352289-SSP/RS, registered in the roll of individual taxpayers (CPF/MF) under No. 098.675.970-87, resident and domiciled at Rua Las Palmas, nº 0, Casa, bairro Beverly Hills, in the city of Punta Del Este, Maldonado, herein represented by his attorney-in-fact, Mr. **Gelson Luis Rostirolla**, Brazilian, married, business administrator, holder of identification card (RG) No. 2031094441 issued by SSP-RS, and registered in the roll of individual taxpayers (CPF/MF) under No. 148.411.429-91, resident and domiciled at Rua Rui Barbosa, 142, apto. 1.101, CEP 95170-440, in the city of Farroupilha, state of Rio Grande do Sul ("Alexandre");

c. RENATA VENDRUSCOLO ZIETOLIE, Brazilian, widow, psychologist, registered in the roll of individual taxpayers (CPF/MF) under No. 946.893.340-72, holder of identification card (RG) No. 8068586521 issued by SSP/RS, resident and domiciled at Rua Comendador Rheingantz, 909, apto 701, Bairro Bela Vista, CEP 90.450-018, in the city of Porto Alegre, State of Rio Grande do Sul ("Renata");

d. LAURA ZIETOLIE, Brazilian, single, of legal age, holder of identification card (RG) No. 7112282335, issued on 10/29/2019 by SSP-RS, registered in the roll of individual taxpayers (CPF/MF) under No. 036.703.060-80, resident at Rua Comendador Rheingantz, 909, apto 701, Bairro Bela Vista, CEP 90.450-

018, in the city of Porto Alegre, State of Rio Grande do Sul, herein represented by her mother, Renata, identified above ("Laura");

e. ISABELA ZIETOLIE, Brazilian, single, of legal age, holder of identification card (RG) No. 8112309144, issued on 11/07/2019 by SSP-RS, registered in the roll of individual taxpayers (CPF/MF) under No. 036.702.960-00, resident and domiciled at Rua Comendador Rheingantz, 909, apto 701, Bairro Bela Vista, CEP 90.450-018, in the city of Porto Alegre, State of Rio Grande do Sul, herein represented by her mother, Renata, identified above ("Isabela");

f. CAMILA ZIETOLIE, Brazilian, minor above 16 years old, holder of identification card (RG) No. 3118494982, issued on 11/07/2019 by SSP-RS, registered in the roll of individual taxpayers (CPF/MF) under No. 036.703.160-43, born on 09/12/2010, resident and domiciled at Rua Comendador Rheingantz, 909, apto 701, Bairro Bela Vista, CEP 90.450-018, in the city of Porto Alegre, state of Rio Grande do Sul, herein represented by her mother, Renata, identified above ("Camila"); and

g. KELLY ZIETOLIE, Brazilian, married under the partial community property regime, businesswoman, holder of identification card (RG) No. 8015436374, issued by SJS-RS, and registered in the roll of individual taxpayers (CPF/MF) under No. 594.926.860-15, resident and domiciled at Rua da República, nº 31, apto. nº 301, Bairro Cidade Alta, CEP 95700-348, in the city of Bento Gonçalves, state of Rio Grande do Sul ("Kelly");

Union, Alexandre, Renata, Laura, Isabela, Camila, and Kelly, individually, "Party" and, collectively, "Parties".

and, as consenting intervening party:

h. UNICASA INDÚSTRIA DE MÓVEIS S.A., publicly held company, with registered office at Rodovia Federal BR 470, Km 212,930, Bairro São Vendelino, CEP 95707-540, in the city of Bento Gonçalves, state of Rio Grande do Sul, registered in the roll of corporate taxpayers (CNPJ/MF) under No. 90.441.460/0001-48, herein represented pursuant to its Bylaws ("Unicasa" or "Company"),

WHEREAS,

a) On March 14, 2012, the Parties executed the Shareholders Agreement of the Company, establishing the reciprocal rights and obligations for exercising control over the Company ("Shareholders Agreement");

b) On August 25, 2017, the Parties signed the First Amendment to the Shareholders Agreement of the Company, which established and regulated the changes established in that instrument ("First Shareholders Agreement");

c) On March 23, 2019, shareholder Frank Zietolie passed away and, by virtue of the judicial partition approved and made final and non-appealable on March 30, 2020, his shares were distributed equally among his heirs, Renata, Laura, Isabela and Camila, each of whom thereafter individually held the following number of shares: (i) Renata holds two million, one hundred forty-four thousand, six hundred thirty-seven (2,144,637) common, book-entry, no-par value shares issued by the Company; (ii) Laura holds two million, one hundred forty-four thousand, six hundred thirty-six (2,144,636) common, book-entry, no-par value shares issued by the Company; (iii) Isabela holds two million, one hundred forty-four thousand, six hundred thirty-six (2,144,636) common, book-entry, no-par value shares issued by the Company; and (iv) Camila holds two million, one hundred forty-four thousand, six hundred thirty-six (2,144,636) common, book-entry, no-par value shares issued by the Company.

d) On October 22, 2020, in light of the Recital "c" above, the Parties entered into the Second Amendment to the Shareholders Agreement of the Company, which provided that: (i) Renata, acting as representative of Laura, Isabela, and Camila, expressly acknowledged full and unequivocal awareness of the terms and conditions of the Shareholders Agreement; (ii) the Company's issued shares were bound by the persons identified in Recital "c" above; and (iii) all terms and conditions of the Shareholders Agreement not expressly amended by such second amendment remained in full force and effect ("Second Amendment to the Shareholders Agreement");

e) Union is an equity investment fund, of which Alexandre is the sole investor and holder of one hundred percent (100%) of the fund's issued units;

f) On June 1, 2026, pursuant to the material fact notice disclosed by the Company ("Material Fact"), Alexandre acquired, at an auction held on May 29, 2026 on B3 S.A. – Brasil, Bolsa, Balcão ("B3"), six million, seven hundred fifty-four thousand, one hundred (6,754,100) common, book-entry, no-par value shares issued by the Company, representing ten point two two zero one percent (10.2201%) of the Company's capital stock ("B3 Auction Acquisition"), it being understood that, upon consummation of the B3 Auction Acquisition, Alexandre came to hold, directly, thirty-four million, three hundred twenty-three thousand, one hundred sixty-five (34,323,165) common, book-entry, no-par value shares issued by the Company, representing fifty-one point nine three six eight percent (51.9368%) of the Company's total capital stock ("Alexandre's Direct Shareholding");

g) Also on June 1, 2026, likewise pursuant to the Material Fact notice, Union acquired, through exchange transactions carried out on different dates in May 2026, an aggregate of fifty-four thousand six hundred (54,600) common, book-entry, no-par value shares issued by the Company, representing zero point zero eight two six percent (0.0826%) of the Company's capital stock ("Alexandre's Indirect Shareholding");

h) Accordingly, on June 1, 2026 and pursuant to the Material Fact notice, Alexandre's total shareholding, both direct and indirect, amounted to thirty-four million, three hundred seventy-seven thousand, seven hundred sixty-five (34,377,765) common, registered, book-entry, no-par value shares issued by the Company, representing fifty-two point zero one nine four percent (52.0194%) of the Company's total capital stock, it being understood that such number of shares and percentage of capital stock corresponds to the sum of Alexandre's Direct Shareholding and Alexandre's Indirect Shareholding ("Alexandre's Total Shareholding");

i) In view of the asset and corporate reorganization carried out by Alexandre, on this date he transferred, as permitted under Clause 5.11.2 of the Shareholders Agreement, all of Alexandre's Direct Shareholding to Union, which is an equity investment fund wholly and exclusively owned by Alexandre, it being understood that, as of this date, Union becomes the lawful owner and holder of Alexandre's Total Shareholding. In this regard, Alexandre states that, as of this date, all formalities and procedures inherent to such permitted transfer have been completed and finalized before: (i) the financial institution acting as book-entry registrar for the book-entry shares issued by the Company; and (ii) the institution providing custody services to Alexandre and/or Union, as applicable ("Permitted Transfer");

j) By virtue of the Permitted Transfer: (i) Alexandre shall cease, as expressly provided in Clause I, item 1 below, to be a direct shareholder of the Company and, consequently, a signatory party to the Shareholders Agreement; (ii) Union shall accede, as expressly provided in Clause I, item 3 below, to the Shareholders Agreement as a signatory party; and (iii) Alexandre shall terminate, as expressly provided in Clause II, item 5 below, the voting usufruct for life subject to conditions precedent and subsequent over four million, fifty-one thousand, five hundred fifty-one, and ninety-one (4,051,591) common, registered, no-par value shares issued by the Company, representing six point one three zero seven five percent (6.13075%) of the Company's total capital stock, which was established by Alexandre in favor of his brother, Mr. Pedro Grendene Bartelle (as identified in the Shareholders Agreement), as set forth in Clause 4.3 of the Shareholders Agreement ("Termination of the Voting Usufruct"). In light of the Termination of the Voting Usufruct, Clause 4.3 of the Shareholders Agreement shall be deleted pursuant to this Third Amendment (as defined below) and shall no longer have any effect whatsoever for all purposes permitted by law;

k) Also by virtue of the Permitted Transfer, the roster of shareholders and of Bound Shares (as defined in the Shareholders Agreement) shall be as follows:

Shareholder	**Number of Bound Shares**
UNION SUPER FUNDO DE INVESTIMENTO FINANCEIRO EM AÇÕES	34,377,765
RENATA VENDRUSCOLO ZIETOLIE	2,144,637
CAMILA ZIETOLIE	2,144,636
ISABELA ZIETOLIE	2,144,636
LAURA ZIETOLIE	2,144,636
KELLY ZIETOLIE	598,116

l) The Parties further wish to delete, include and/or amend, as applicable, certain clauses of the Shareholders Agreement so that they accurately reflect the matters set forth in items "e" through "k" above;

Accordingly, the Parties, acting by mutual and full agreement, hereby execute this Third Amendment to the Shareholders Agreement of Unicasa Indústria de Móveis S.A. ("Third Amendment" or "Third Amendment to the Shareholders Agreement"), pursuant to the following clauses and conditions:

I. Permitted Transfer, Alexandre's Withdrawal from the Shareholders Agreement, Union's Adherence to the Shareholders Agreement, and the New Shareholding Structure

1. In view of the Permitted Transfer effected on this date, as set forth in *Recital "i"* above, Alexandre shall cease to be a direct shareholder of the Company and, consequently, a party to the Shareholders Agreement for all purposes and effects, thereby transferring all of Alexandre's Direct Shareholding to Union, which shall succeed Alexandre as a party to the Shareholders Agreement.

2. Alexandre hereby grants to the other Parties and to the Company the broadest, fullest, general, irrevocable and unconditional release and discharge with respect to the rights and obligations set forth in the Shareholders Agreement, and likewise receives from the Company and the other Parties the broadest, fullest, general, irrevocable and unconditional release and discharge with respect to the rights and obligations set forth in the Shareholders Agreement as they relate to Alexandre.

3. Thereafter, Union, through this Third Amendment, unconditionally and irrevocably accedes to the Shareholders Agreement, assuming all rights and obligations originally held by Alexandre in connection with Alexandre's Direct Shareholding and, consequently, the Bound Shares (as defined in the Shareholders Agreement) subject to such shareholding, which were transferred by Alexandre to Union. All other Shareholders and the Company hereby expressly consent to: (a) the Permitted Transfer; (b) Union's assumption of Alexandre's rights and obligations; and (c) Union's adherence to the Shareholders Agreement.

4. In light of the provisions set forth in items 1, 2 and 3 above, the Parties hereby agree to amend: (i) the wording of subitem "d" of Clause 4.2 of the Shareholders Agreement, such that subitem "d" of Clause 4.2 shall henceforth read as set forth below; and (ii) Exhibit 1 to the Shareholders Agreement, and, accordingly, all subsequent amendments thereto in the First Amendment to the Shareholders Agreement and in the Second Amendment to the Shareholders Agreement, in accordance with the shareholding structure set forth below (and in Exhibit 4 to this Third Amendment);

"

d. Attendance. The Shareholders whose representative attends the Prior Meeting physically, through videoconference or telephone, will be deemed present, including for purposes of determination of the quorum. The attendance of only one (1) representative of each Shareholder will be allowed. Except if previously agreed otherwise by all Shareholders, the Prior Meeting will be presided over by the representative of the Union.

Exhibit 1

BOUND SHARES HELD BY THE SHAREHOLDERS ON THIS DATE

Shareholder	Number of Bound Shares
UNION SUPER FUNDO DE INVESTIMENTO FINANCEIRO EM AÇÕES	*34,377,765*
RENATA VENDRUSCO ZIETOLIE	*2,144,637*
CAMILA ZIETOLIE	*2,144,636*
ISABELA ZIETOLIE	*2,144,636*
LAURA ZIETOLIE	*2,144,636*
KELLY ZIETOLIE	*598,116*

II. Termination of the Voting Usufruct

5. In view of the Termination of the Voting Usufruct, as provided in "Recital *j*" above, the Parties hereby agree to remove Clause 4.3 from the Shareholders Agreement, which shall no longer have any force or effect as of the date hereof. Furthermore, Alexandre undertakes, within ten (10) business days from this date, to effect the Termination of the Usufruct with the financial institution acting as custodian of the Company's issued shares and/or to cause the Company to cancel the registration of such usufruct in its corporate books, as applicable. After the registration of the Termination of the Usufruct, Alexandre shall notify the Company informing it of said termination.

III. Inclusion of an Electronic Signature Option

6. The Parties wish to include a contractual provision in the Shareholders Agreement enabling the execution of this Third Amendment (and any future

amendments) by the Parties through electronic (digital) signature. Thus, the Parties agree to include Clause 5.14 in the Shareholders Agreement, which shall become effective with the following wording:

> "*Clause 5.14. Digital Signature. The Parties and the Company declare and acknowledge that this Agreement, digitally and electronically executed, as applicable, through the DocuSign platform by the Parties, the Company, and the witnesses, including, with respect to Brazilian signatories or signatories resident in Brazil, the use of certificates issued with or without compliance with the parameters of the Brazilian Public Key Infrastructure ("ICP-Brasil"): (a) is valid and binding as between the Parties and the Company, faithfully reflecting all rights and obligations agreed among them; (b) has evidentiary value, as it is capable of preserving the integrity of its contents and is sufficient to evidence the authorship of the signatures of the signatory parties, each of whom hereby waives any right to assert otherwise and assumes the burden of proving the contrary; (c) constitutes an extrajudicial enforcement instrument for all legal purposes; and (d) shall be deemed valid and unquestionably dated as of the date stated herein, being the date on which all Parties and the Company so agreed, regardless of whether the formalization of the digital and electronic signature is completed on a different date or dates by one or more Parties or by the Company; provided that, for the avoidance of doubt, items (a) through (d) apply equally to signatories that do not use ICP-Brasil.*

IV – Ratification of the Shareholders Agreement provisions not expressly amended by this Third Amendment

7. All other provisions of the Shareholders Agreement that have not been expressly modified by this Third Amendment shall remain unchanged, valid, effective, and hereby fully ratified, and shall remain valid and in full force and effect.

8. The Parties and the Company hereby, irrevocably and unconditionally, declare themselves to be in full agreement with the Permitted Transfer referred to above.

9. This Third Amendment is made on an irrevocable and irreversible basis, and extends to the heirs and successors on any account.

10. This Amendment (and its Exhibit 4) is filed at the registered office of the Company and is also made available on the websites of the Brazilian Securities and Exchange Commission ("CVM") (https://www.cvm.gov.br), B3 S.A. – Brasil,

Bolsa, Balcão ("B3") (https://www.b3.com.br), and the Company's Investor Relations department (https://ri.unicasamoveis.com.br/).

11. The Parties and the Company declare and acknowledge that this Third Amendment, digitally and electronically executed, as applicable, through the DocuSign platform by the Parties, the Company, and the witnesses, including, with respect to Brazilian signatories or signatories resident in Brazil, the use of certificates issued with or without compliance with the parameters of the Brazilian Public Key Infrastructure ("ICP-Brasil"): (a) is valid and binding as between the Parties and the Company, faithfully reflecting all rights and obligations agreed among them; (b) has evidentiary value, as it is capable of preserving the integrity of its contents and is sufficient to evidence the authorship of the signatures of the signatory parties, each of whom hereby waives any right to assert otherwise and assumes the burden of proving the contrary; (c) constitutes an extrajudicial enforcement instrument for all legal purposes; and (d) shall be deemed valid and unquestionably dated as of the date stated herein, being the date on which all Parties and the Company so agreed, regardless of whether the formalization of the digital and electronic signature is completed on a different date or dates by one or more Parties or by the Company; provided that, for the avoidance of doubt, items (a) through (d) apply equally to signatories that do not use ICP-Brasil.

IN WITNESS WHEREOF, the Parties have executed this private instrument of Third Amendment to the Shareholders Agreement of Unicasa Indústria de Móveis S.A. in the presence of two witnesses.

Bento Gonçalves, Rio Grande do Sul, August 14, 2026.

Parties:

UNION SUPER FUNDO DE INVESTIMENTO FINANCEIRO EM AÇÕES
(*represented by its manager Nova Milano Investimentos Ltda.)*

ALEXANDRE GRENDENE BARTELLE
p.p. Gelson Luis Rostirolla

RENATA VENDRUSCOLO ZIETOLIE

LAURA ZIETOLIE

ISABELA ZIETOLIE

CAMILA ZIETOLIE
Represented by Renata Vendruscolo Zietolie

KELLY ZIETOLIE

Consenting Intervening Party:

UNICASA INDÚSTRIA DE MÓVEIS S.A.

Witnesses:

1. ________________________________.	2. ________________________________.
Name: Cristiano Pierre Moreira	Name: Rudimar Kurmann
CPF/MF: 711.479.000-78	CPF/MF: 312.750.520-53
RG: 2056453638	RG: 31275052053

(The remainder of this page has been intentionally left blank)

EXHIBIT 4

To the Third Amendment to the Shareholders Agreement of Unicasa Indústria de Móveis S.A.

As detailed in this Third Amendment, Exhibit 1 to the Shareholders Agreement shall hereafter reflect the shareholding structure indicated below.

EXHIBIT I

BOUND SHARES HELD BY THE SHAREHOLDERS ON THIS DATE

Shareholder	Number of Bound Shares
Union Super Fundo de Investimento Financeiro em Ações	34,377,765
Renata Vendruscolo Zietolie	2,144,637
Laura Zietolie	2,144,636
Isabela Zietolie	2,144,636
Camila Zietolie	2,144,636
Kelly Zietolie	598,116