

COMPANHIA DE LOCAÇÃO DAS AMÉRICAS
Corporate Taxpayer's ID (CNPJ/MF): 10.215.988/0001-60
Company Registry (NIRE): 353.003.595-69
(Authorized Capital Publicly Held Company)

MINUTES OF THE BOARD OF DIRECTORS' MEETING
HELD ON AUGUST 5th, 2021

1. **DATE, TIME AND PLACE:** Held on August 5th, 2021, at [9:30 a.m.], at the headquarters of Companhia de Locação das Américas ("Company"), located at Avenida Raja Gabaglia, n.º 1.781, 12th floor, Luxemburgo, ZIP CODE 30.380-457, in the City of Belo Horizonte, State of Minas Gerais.
2. **CALL NOTICE AND ATTENDANCE:** The call notice is waived pursuant to the Company's Bylaws, due to the presence of all members of the Board of Directors, pursuant to 3rd paragraph of article 16 of the Company's Bylaws.
3. **BOARD:** In view of the participation of Mr. Eduardo Luiz Wurzmann by videoconference, it was appointed as chairman of the board, pursuant to article 17 of the Company's Bylaws, the director Luis Fernando Memoria Porto ("Chairman"), having as secretary of the meeting Ms. Tagiane Gomide Guimarães ("Secretary"), as indicated by the Chairman.
4. **AGENDA:** Deliberate on **(i)** the realization, by the Company, of the 21st (twenty-first) public issuance of simple, non-convertible into shares, in a single series, unsecured debentures, with additional personal guarantee, for public distribution pursuant to the Brazilian Securities and Exchange Commission Instruction ("CVM") N.º 400, dated as of January 29th, 2003, as amended ("CVM Instruction 400"); **(ii)** authorization to Unidas S.A., a joint stock company registered as a publicly-registered company in category "A" before CVM, with headquarters in the city of Belo Horizonte, State of Minas Gerais, at Avenida Raja Gabaglia, n.º 1781, 12th floor, Luxemburgo, ZIP Code 30.380-457, enrolled with CNPJ/ME (National Registry of Legal Entities) under n.º 04.437.534/0001-30, controlled by Company ("Guarantor"), for the granting of unsecured guarantee, as surety, in guarantee of the faithful and punctual fulfillment of the obligations assumed by Company to the holders of the Debentures (as defined below), being jointly and severally liable as guarantor and main payer for the payment of all amounts due by Company in the scope of the Issuance (as defined below) and the Debenture Deed (as defined below) ("Surety"); **(iii)** the authorization to the Company's Executive Board to perform all acts necessary to carry out, formalize and administer the resolutions of this meeting, including the amendment to the Debenture Deed (as defined below) that shall ratify the result of the Bookbuilding Procedure (as defined below) and all other amendments to the documents and contracts of the Issuance and Offer that may be necessary; as well as represent the Company before the entities participating in the Issuance (as defined below) and in the Offer (as defined below); and **(iv)** the ratification of acts that may have already been taken by the Executive Board and other legal representatives of the Company, in accordance with the matters above.
5. **RESOLUTIONS:** After analysis and discussions, the members of the Board of Directors unanimously, and without any restrictions, resolved to approve:
 - (i)** Pursuant to article 19, item XVII, of the Company's Bylaws, the realization, by the Company, of the 21st (twenty-first) public issuance of simple, non-convertible into shares, in a single series, unsecured debentures,

with additional personal guarantee ("Debentures" and "Issuance"), for public distribution pursuant to the CVM Instruction 400, with the following characteristics, to be regulated in the "*Private Deed of Public Issuance of Simple, Not Convertible into Shares, in a Single Series, Unsecured Debentures with Additional Personal Guarantee, of the Twenty-First Issuance of the Companhia de Locação das Américas*" ("Debenture Deed"):

- (a) Issuance number:** The Debentures represent the 21st (twenty-first) issuance for public distribution of the Company's debentures.
- (b) Total Amount of the Issuance:** The total amount of the Issuance shall be BRL 1,100,000,000.00 (one billion and one hundred million Brazilian reais), on the Issuance Date (as defined below) ("Total Amount of Issuance"), without considering the lot option of Additional Debenture (as defined below), observing that the partial distribution of Debentures shall not be allowed.
- (c) Number of Series:** The Issuance shall be carried out in a single series.
- (d) Quantity of Debentures:** One million and one hundred thousand (1,100,000) Debentures shall be issued, to be subscribed by the Debenture Holders ("Debenture Holders"), subject to the possibility of a lot of Additional Debentures (as defined below).
- (e) Additional Debentures:** At the Company's discretion, the quantity of Debentures initially offered may be increased by up to 20% (twenty percent), that is, up to 220,000 (two hundred and twenty thousand) Debentures under the same conditions as the Debentures initially offered ("Additional Debentures") which may only be issued by the Company under common agreement with the Coordinators up to the date of conclusion of the *Bookbuilding* Procedure (as defined below), pursuant to paragraph 2 of article 14 of CVM Instruction 400.
- (f) Issuance Date:** For all legal purposes and effects, the issuance date of the Debentures shall be the date defined in the Debenture Deed ("Issuance Date").
- (g) Unit Par Value:** The Debentures shall have a unit par value of BRL 1,000.00 (one thousand Brazilian reais), on the Issuance Date ("Unit Par Value").
- (f) Placement Regime:** The Offer shall be carried out with the intermediation of financial institutions that are part of the securities distribution system ("Coordinators", one of them being the "Lead Coordinator"), in a single series, under the firm guarantee regime of placement to the Total Amount of the Issuance, observing the lot option of Additional Debentures, which shall be offered under the regime of best placement efforts, pursuant to the "*Coordination, Placement and Public Distribution Agreement of the Twenty-First Issuance of Simple, Not Convertible into Shares, in a Single Series, Unsecured Debentures with Additional Personal Guarantee, of Companhia de Locação das Américas*" ("Distribution Agreement").
- (g) Distribution Plan.** The distribution plan shall be prepared by the Coordinators, with the express consent of the Company, pursuant to paragraph 3 of article 33 of CVM Instruction 400, subject to the terms and conditions defined in the Distribution Agreement ("Distribution Plan"). The placement of the Debentures shall be carried out in accordance with B3 procedures, as well as in accordance with the Distribution Plan. Pursuant to paragraph 1 of article 6-B of CVM Instruction 400, the public placement of Debentures shall only occur after: (i) the disclosure of the Offering Commencement Announcement (as

defined in the Debenture Deed), pursuant to article 54-A of CVM Instruction 400; and (ii) the availability of the Final Prospectus (as defined in the Debenture Deed) containing information on the Offer to investors and its submission to CVM, pursuant to article 42 of CVM Instruction 400. The Offer shall not include placement efforts abroad.

(h) Partial Distribution. The partial distribution of the Debentures shall not be allowed.

(i) Bookbuilding Procedure. The procedure for collecting investment intentions ("Bookbuilding Procedure") shall be adopted, pursuant to paragraphs 1 and 2 of article 23 and article 44, both of CVM Instruction 400, with receipt of reserves, to be organized by the Coordinators to the verification of the demand for the Debentures at different levels of interest rates, in order to define the percentage of the Remuneration (as defined below) and the total amount of Debentures, considering the lot option of Additional Debentures, being certain that the result of the Bookbuilding Procedure shall be reflected by means of an amendment to the Debenture Deed, to be entered into prior to the First Paying in Date (as defined below) and, therefore, without the need for new corporate approval or ratification by the Company, the Guarantor, or through holding of the General Meeting of Debenture Holders.

(j) Deposit for Distribution, Trading and Electronic Custody: The Debentures shall be deposited for (a) public distribution in the primary market through the MDA – Asset Distribution Module, managed and operated by B3 S.A. – Brasil, Bolsa, Balcão – Balcão B3 ("B3"), with the distribution being financially settled through B3; and (b) trading in the secondary market through CETIP21 – Bonds and Securities, managed and operated by B3, with the trades being financially settled and the Debentures held in electronic custody at B3.

(k) Destination of Resources: The net resources obtained through the Debentures shall be used in the normal course of business, and it shall be used to reinforce the Company's cash.

(l) Subscription Price and Method of Paying in: The Debentures shall be subscribed and paid in at the Unit Par Value, on the date of their effective subscription and paying in. In case that, by any reason (also for error reason), the subscription and paying in take place in more than one date, after the first Date of Paying in ("First Date of Paying in"), the price of paying in of the Debentures shall be the Brought up to date Unit Par Value (as defined below) increased, as applicable, of the Remuneration (as defined below) *pro rata temporis* calculated from the respective First Date of Paying in to the date of its effective subscription and paying in.

(n) Method of Subscription and Paying in: The Debentures shall be paid in cash, upon subscription, in national currency and in accordance with B3 procedures. The Subscription Price may be increased by premium or discount on the Paying in Date provided that it is applied equally to all investors, on each paying in date.

(o) Term and Expiration Date: Subject to the provisions of the Debenture Deed, except for the cases of early settlement resulting from an event of early expiration and other hypothesis of redemption of the Debentures under the terms provided for in the Debenture Deed, the expiration of the Debentures shall take place in 10 (ten) years from the Issuance Date, that is, on September 15th, 2031 ("Expiration Date").

(p) Form, Type and Proof of Ownership of the Debentures: The Debentures shall be issued in a registered and book-entry form, without the issuance of warrants or certificates, and, for all legal

purposes, ownership of the Debentures shall be evidenced by the Debentures extract to be issued by the bookkeeping agent. Additionally, the extract issued by B3 on behalf of the Debenture Holders for the Debentures electronically held in custody by B3 shall be recognized as proof of ownership of the Debentures.

(q) Convertibility: The Debentures shall be simple, not convertible into shares, issued by the Company.

(r) Type: The Debentures shall be unsecured, pursuant to article 58 of Law n.º 6.404, dated as of December 15th, 1976, as amended ("Stock Corporations Act").

(t) Guarantees: The Debentures shall have an additional personal guarantee represented by surety, to be granted by the Guarantor, pursuant to the Stock Corporations Act, complied with the provisions of the Debentures Deed.

(u) Monetary Update of Debentures: The Unit Par Value, or the balance of the Unit Par Value, of the Debentures, as the case may be, shall be updated by the accumulated variation of the National Extended Consumer Price Index – IPCA, calculated and disclosed monthly by the Brazilian Institute of Geography and Statistics – IBGE, from the First Paying in Date of the Debentures to the date of their effective payment ("Monetary Update"), with the product of the Monetary Update automatically incorporated into the Unit Par Value or, if applicable, to the balance of the Unit Par Value of the Debentures ("Updated Unit Par Value"), calculated on a *pro rata temporis* basis for business days, in accordance with the formula to be provided for in the Debenture Deed.

(v) Remuneration of Debentures: The Debentures shall be entitled to the payment of compensatory interest corresponding to a certain percentage, in the base year of 252 (two hundred and fifty-two) business days, every six months, to be defined in accordance with the Bookbuilding Procedure, limited to what is highest among (i) Treasury's internal rate of return IPCA+ with Semiannual Interest (NTN-B), maturing in 2030, according to the indicative rates published by ANBIMA (Brazilian Financial and Capital Markets Association) on its website (<http://www.anbima.com.br>), calculated at the close of the business day immediately prior to the date of the Bookbuilding Procedure, plus a surcharge of 1.75% (one integer and seventy-five hundredths percent) per year, according to the formula to be described in the Debenture Deed; or (ii) 5.70% (five integers and seventy hundredths percent) per year; levied on the Updated Unit Par Value of the Debentures ("Remuneration").

(w) Amortization of the Unit Par Value. Except for the hypothesis of early settlement resulting from an early expiration event and other hypothesis of redemption of the Debentures, under the terms provided for in the Debenture Deed, the Updated Unit Par Value shall be amortized in 3 (three) installments, being (i) the first installment due at the end of the 96th (ninety-sixth) month counted from the Issuance Date, that is, September 15th, 2029; (ii) the second installment due at the end of the 108th (one hundred and eighth) month counted as of the Issuance Date, that is, September 15th, 2030; and (iii) the third installment due at the end of the 120th (one hundred and twentieth) month counted from the Issuance Date, that is, on the Expiration Date.

(x) Optional Acquisition. The Company may, at any time, acquire Debentures in the secondary market, in accordance with the procedures established by the CVM, as provided for in article 55, paragraph 3, of the Stock Corporations Act and CVM Instruction n.º 620, dated as of March 17th, 2020,

and such fact, if so required by applicable legal and regulatory provisions, must be included in the management report and in the Company's financial statements. The Debentures object of this procedure may (i) be cancelled; (ii) remain in the Company's treasury; or (iii) be placed back on the market. The Debentures acquired by the Company to be held in treasury, if and when placed on the market, shall be entitled to the same Remuneration as the other Debentures.

(y) Payment of Remuneration. Except for the hypothesis of early settlement resulting from an early expiration event and other hypothesis of redemption of the Debentures, as provided for in the Debenture Deed, the Remuneration shall be paid every six months, on the 15th day of March and September of each year, with the first payment occurring on March 15th, 2022 and the last on the Expiration Date.

(z) Payment Place: Payments relating to the Debentures and any other amounts eventually owed by the Company pursuant to the Debenture Deed, shall be made by the Company, through B3, as the Debentures are held in electronic custody at B3 or, even, through the bookkeeping agent for the Debenture Holders that do not have their Debentures held in electronic custody at B3.

(aa) Extension of Time Periods: The time periods relating to the fulfillment of any obligation assumed by the Company in relation to the Debentures shall be considered extended, until the first subsequent business day, if the respective expiration date does not coincide with a business day, without any addition to the amounts to be paid. With regard to the pecuniary obligations, in the terms foreseen in the Debenture Deed, whose fulfillment must be carried through by means of B3, also for calculation ends, it shall be considered as business day any day that is not Saturday, Sunday or national declared holiday. With respect to pecuniary obligations, under the terms provided for in the Debenture Deed, whose fulfillment must not be carried out through B3, it shall be considered as business day any day that does not coincide with Saturday, Sunday, a national declared holiday or a day on which there is business hours at commercial banks in the city of Belo Horizonte, State of Minas Gerais, and/or in the city of São Paulo, State of São Paulo.

(bb) Interest and charges on arrears: In the event of late payment of any amount due to Debenture Holders under the Debenture Deed, overdue debts shall also be subject to arrears interest of 1% (one percent) per month, calculated from the date of default to the date of the effective payment, and a non-compensatory late payment fine of 2% (two percent) on the amount due, in addition to the Remuneration, which shall continue to be levied on the overdue debt at the rate provided for in the Debenture Deed, regardless of notice, notification or judicial or extrajudicial summons ("Interest and Charges on Arrears").

(cc) Renegotiation Scheduled. There shall be no renegotiation scheduled of the Debentures.

(dd) Optional Extraordinary Amortization and Optional Early Redemption. Optional early redemption, partial or total, or extraordinary amortization of the Debentures shall not be allowed.

(ee) Early Redemption Offering. Subject to compliance with the conditions set forth in the Debenture Deed, the Company may, at its sole discretion and at any time, carry out an advanced redemption offering, in part or in whole, of the Debentures, with the consequent cancellation of the redeemed Debentures, to be mandatorily addressed to all Debenture Holders, without distinction, equal

conditions are assured to accept the advanced redemption offering of the Debentures they hold, as the case may be.

(ff) Anticipated Expiration: The Debentures shall have their anticipated expiration declared in the cases and under the terms to be provided for in the Debenture Deed.

(gg) Other Terms and Conditions: The other characteristics of the Debentures, which shall govern the Issuance throughout the term of the Debentures, shall be described in the Debenture Deed.

(ii) authorize the granting of the Surety by the Guarantor, in the terms that may be decided by the Guarantor.

(iii) Authorize the Company's management to (a) negotiate and execute all documents and any amendments thereto, including, but not limited to, the Debenture Deed (among which, including, the amendment to the Debenture Deed that shall ratify the result of the Bookbuilding Procedure) and the Distribution Agreement, as well as performing all acts necessary to carry out the Issuance and the Offer, including representing it before any public or private entities in order to obtain registration of the Offer; and (b) contract service providers under the Issuance and Offer, as applicable, including, but not limited to, the Offer Coordinators, the trustee, the financial institution to act as bookkeeper, the financial institution to act as settlement bank for the Debentures, the financial institution to act as a market maker, the systems for distribution and trading of the Debentures and legal advisors.

(iv) Ratify the acts that may have already been taken by the executive board and other legal representatives of the Company, in accordance with the above resolutions.

6. CLOSURE AND DRAWING: There being no further business to discuss and there being no other manifestation, the present meeting was closed, and these minutes were drawn up, which, after being read and approved, were signed by all attendees. Chairman: Luis Fernando Memoria Porto. Secretary: Tagiane Gomide Guimarães. Board Members: Sérgio Augusto Guerra de Resende, Luis Fernando Memoria Porto, Dirley Pingnatti Ricci, Solange Sobral Targa, Eduardo Luiz Wurzman and Lee Richard Kaplan.

- I certify that this instrument is a faithful copy of the Minutes of the Board of Directors' Meeting of Companhia de Locação das Américas, held on August 5th, 2021, at 9:30 a.m., drawn up in the proper book and signed by the members of the Company's Board of Directors. –

Belo Horizonte, August 5th, 2021.

Luis Fernando Memoria Porto
Chairman

Tagiane Gomide Guimarães
Secretary