

COMPANHIA DE LOCAÇÃO DAS AMÉRICAS

CNPJ/MF nº 10.215.988/0001-60

NIRE: 31.300.136.973

Publicly-held Corporation

MINUTES OF THE BOARD OF DIRECTORS MEETING HELD ON MAY 06, 2022.

1. DATE, TIME AND PLACE: Held on May 06, 2022, at 2:00 p.m., at the Head Office of the Companhia de Locação das Américas ("Company"), located at Av. Raja Gabáglia, nº 1.781, 12th, Luxemburgo, in the city of Belo Horizonte, State of Minas Gerais.

2. CALL NOTICE AND ATTENDANCE: The call notice was waived, pursuant to paragraph 3 of Section 16 of the Company's by-laws, since all the members of the Company's Board of Directors were present.

3. PRESIDING BOARD: As Mr. Eduardo Luiz Wurzmann participated by videoconference, Mr. Luis Fernando Memória Portowas appointed as president of the meeting, pursuant to article 17 of the Company's by-laws. ("President"), and Mrs. Tagiane Gomide Guimarães ("Secretary") acted as secretary, as indicated by the President.

4. AGENDA: To resolve on **(i)** the performance by the Company of the twenty-fourth (24th) public issuance of simple, non-convertible debentures, in one single series, of the unsecured type with additional personal guarantee, destined for public distribution with restricted distribution efforts, under the terms of the Instruction of the Securities and Exchange Commission ("CVM") No. 476, dated January 16, 2009, as amended ("CVM Instruction No. 476" and "Restricted Offering", respectively); **(ii)** authorization to Unidas S.A., a corporation registered as a publicly-held company under category "A" before CVM, headquartered in the City of Belo Horizonte, State of Minas Gerais, at Avenida Raja Gabaglia, nº 1781, 12º andar, bairro Luxemburgo, CEP [Zip Code] 30.380457, registered with CNPJ/ME (Corporate Taxpayers' ID) No. 04.437.534/000130, subsidiary of the Company ("Guarantor"), as concerns the posting of personal guarantee, in the form of a suretyship, to secure the due and timely accomplishment of the obligations undertaken by the Company to the Debenture holders (as defined below), providing that, in such respect, it shall undertake joint and several liability as surety and main payor regarding the payment of all amounts owed by the Company within the scope of the Issuance (as defined below) and the Deed of Issuance (as defined below) ("Suretyship"); **(iii)** the authorization for the Company's executive board to perform all acts required for the formal establishment, accomplishment, and management of the resolutions of this meeting, including for the purposes of the amendment to the Deed of Issuance (as defined below) that will ratify the outcome of the Bookbuilding Procedure (as defined below) and all other amendments to the documents and contracts pertinent to the Issuance and the Offer, accordingly, as well as to represent the Company before the entities participating in the Issuance (as defined below) and the Restricted Offer (as defined below); and **(iv)** the ratification of the acts that may have already been performed by the executive board and other legal representatives of the Company, in keeping with the above matters.

5. RESOLUTIONS: After review and discussions, the Board of Directors' members resolved, by majority vote and without any restrictions, to approve:

5.1. Pursuant to Article 19, Item XVII, of the Company's Articles of Incorporation, the Company's twenty-fourth (24th) public issuance of simple, non-convertible debentures, in one single series, of the unsecured type with an additional personal guarantee ("Debentures" and "Issuance"), destined for public distribution, with restricted distribution efforts, and under the terms of CVM Instruction No. 476, with the following characteristics, to be regulated in the "*Deed of Public Issuance of Simple, Non-Convertible Debentures, in One Single Series, of the Unsecured Type with Additional Personal Guarantee, of the Twenty-Fourth Issuance of Companhia de Locação das Américas*" ("Deed of Issuance"):

(a) Issuance Number: The Debentures account for the twenty-fourth (24th) issuance for public distribution of debentures of the Company.

(b) Total Amount of Issuance: The total amount of the Issue is up to five hundred million reais (BRL 500,000,000.00) on the Date of Issue, observing the Minimum Offer Amount (as defined below), of which two hundred and fifty million reais (BRL 250,000,000.00) will be placed under the firm placement commitment, while two hundred and fifty million reais (BRL 250,000,000.00) will be placed under the best placement efforts regime ("Total Issuance Amount").

(c) Number of Series: The Issue will be carried out in one single series.

(d) Quantity of Debentures: Up to five hundred thousand (500,000) Debentures will be issued. The partial distribution of Debentures will be allowed without prejudice to the Minimum Offer Amount (as defined below). The final number of Debentures to be issued will be defined after the conclusion of the Bookbuilding Procedure and will be ratified through the Amendment (as defined below).

(e) Date of Issuance: For all legal purposes, the Debentures issuance date shall be May 10, 2022 ("Date of Issuance").

(f) Unit Par Value: The Debentures will have a unit par value of one thousand Brazilian reais (BRL 1,000.00) on the Date of Issuance ("Unit Par Value").

(g) Regime of Placement: The Restricted Offer will 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 of the Issue), in one single series, under the mixed placement regime, with (i) two hundred and fifty million Brazilian reais (BRL 250,000,000.00) under firm placement security, individually and not jointly between the Coordinators; and (ii) two hundred and fifty million reais (BRL 250,000,000.00) under the best placement efforts regime, under the terms of the "Agreement for Coordination, Placement, and Public Distribution of the Twenty-Fourth Issuance of Simple Unsecured Debentures Not Convertible into Shares, in One Single Series, with Additional Personal

Security, of Companhia de Locação das Américas”, to be entered into between the Company, the Guarantor and the Coordinators (“Distribution Agreement”).

(h) Partial Distribution. Partial distribution of Debentures will be allowed, providing that the Issuance of Debentures is subject to the issuance of at least two hundred and fifty thousand (250,000) Debentures, corresponding to two hundred and fifty million reais (R\$250,000,000.00) (“Minimum Offer Amount”). Debentures not placed will be canceled by the Company, so that the total amount of the Issuance and the number of Debentures, as per the outcome of the Bookbuilding Procedure (as defined below), will be adjusted by means of an Amendment to this Deed of Issuance, without the need to consult the Debenture Holders by means of a General Meeting of Debenture Holders or a new corporate approval by the Company and the Guarantor.

(i) Bookbuilding Procedure. In compliance with the terms of article 3 of CVM Instruction 476, the procedure for collecting investment intentions will be adopted, without minimum or maximum lots, as organized by the Coordinators with the Company to determine the final quantity of Debentures to be issued (“Bookbuilding Procedure”) with Professional Investors. The result of the Bookbuilding Procedure will be ratified by means of an amendment to the Deed of Issue, to be executed prior to the First Payment Date and, therefore, without the need for new corporate approval or ratification by the Company or the Guarantor, or holding a General Meeting of Debenture Holders (“Amendment”).

(j) Filing for Distribution, Trading, and Electronic Custody: The Debentures will be filed for (a) public distribution in the primary market through MDA – Asset Distribution Module, managed and operated by – Brasil, Bolsa, Balcão – Balcão B3 (“B3”), with the distribution being financially settled through B3; and (b) trading in the secondary market through CETIP21 – Títulos e Valores Mobiliários (Bonds and Securities), managed and operated by B3, with the trades being financially settled and the Bonds held in electronic custody at B3.

(k) Allocation of Funds: The net proceeds obtained through the Debentures will be used in the ordinary course of business to reinforce the Company’s cash.

(l) Subscription Price and Payment Method: The Debentures will be subscribed and paid up at the Unit Par Value on the date of their effective subscription and payment (“Subscription Price” and “Payment Date,” respectively). If, for any reason (including error), the subscription and payment occur on more than one date, after the first Payment Date (“First Payment Date”), the payment price of Debentures will be the Unit Par Value, plus the Yield calculated proportionally as from the First Payment Date until the date of its actual subscription and payment.

(m) Subscription and Payment Method: The Debentures will be paid in cash, upon subscription, in local currency, and according to B3's procedures. The Subscription Price may be increased by a premium or discount on the Payment Date, at the sole discretion and mutual agreement with the Coordinators, provided that it is applied equally to all investors on each Payment Date.

(n) Term and Maturity Date: Subject to the provisions of the Deed of Issue, except for the cases of early settlement resulting from an early maturity event and other cases of redemption of the entirety of the Debentures provided for in the Indenture, the Debentures will have a term of five (5) years, as of the Date of Issue, expiring on May 10, 2027 ("Maturity Date").

(o) Form, Type, and Proof of Ownership of Debentures: The Debentures will be issued in registered, book-entry form, without the issuance of provisory certificates or certificates, and, for all legal purposes, the ownership of the Debentures will be evidenced by an extract of the Debentures to be issued by the bookkeeper. Additionally, the proof of ownership issued by B3 on behalf of the Debenture Holders for the Debentures held in electronic custody at B3 will be recognized as proof of ownership of the Debentures.

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

(q) Species: The Debentures will be unsecured, with an additional fiduciary guarantee granted by the Guarantor, under the terms of Article 58 of Law 6404, dated December 15, 1976, as amended ("Brazilian Corporations Act").

(r) Security: The Debentures will have additional personal security represented by a suretyship, to be posted by the Guarantor, under the terms of the Brazilian Corporations Act, subject to the provisions of the Deed of Issuance.

(s) Inflation Adjustment of the Debentures: The Unit Par Value will not be subject to a restatement or inflation adjustment based on any index.

(t) Yield of Debentures: The Debentures will be entitled to the payment of compensatory interest, within a semiannual period, accounting for one hundred percent (100%) of the accumulated variation of the average daily rates of Interbank Deposits – DI of one day, "over the extra group," expressed as a percentage per year, based on Two Hundred and Fifty-Two (252) Business Days, calculated and disclosed by B3 S.A. – Brasil, Bolsa, Balcão in the Daily Newsletter, available on its website (<http://www.b3.com.br>) ("DI Rate"), plus a spread (surcharge) of one and eighty-five hundredths percent (1.85%) per year, based on two hundred fifty-two (252) Business Days, levied on the Unit Par Value ("Yield").

(u) Amortization of Unit Par Value: The Unit Par Value of the Debentures be amortized in a single installment, payable on May 10, 2027, that is, on the Maturity Date, except for the cases of early settlement deriving from an early maturity event, and other cases of redemption of the Debentures provided in the Deed of Issuance.

(v) Optional Acquisition. The Company may, at any time, acquire Debentures on the secondary market, in accordance with the procedures established by CVM, as provided for in Article 55, Paragraph 3, of the Brazilian Corporations Act and CVM Resolution No. 77, dated March 29, 2022, and this fact, if required by the applicable legal and regulatory provisions, should be included in the management report and the Company's financial statements. The Debentures object of this procedure may (i) be canceled; (ii) remain in the Company's treasury; or (iii) be placed on the market again. The Debentures acquired by the Company to be held in treasury, if and when placed back on the market, will be entitled to the same Yield as the other Debentures.

(w) Payment of Yield. The Yield will be paid semi-annually, on May 10 and November of each year, as per the schedule set forth in the Deed of Issuance, with the first payment on November 10, 2022, and the last payment on the Maturity Date ("Date of Payment of Yield"), except for the cases of early settlement deriving from an early maturity event, and other cases of redemption of the Debentures provided in the Deed of Issuance.

(x) Payment Place: Payments pertaining to the Debentures and any other amounts that may be payable by the Company under the terms of the Deed of Issuance, will be made by the Company, through B3, as the Debentures are electronically held in custody at B3 or, even, through the bookkeeper for the Debenture Holders that do not have their Debentures electronically held in custody at B3.

(y) Extension of Terms: The terms relating to the fulfillment of any obligation undertaken by the Company relative to the Debentures will be considered extended until the first subsequent Business Day, if the respective due date does not coincide with the Business Day, without any increase in the amounts to be paid. Concerning the pecuniary obligations provided for in the Deed of Issuance, the fulfillment of which should be carried out through B3, including for calculation purposes, any day other than Saturday, Sunday, or a declared national holiday will be considered as a Business Day ("Business Day"). As concerns the pecuniary obligations provided for in the Deed of Issuance, the fulfillment of which should not be carried out through B3, any day that does not coincide with Saturday, Sunday, a declared national holiday, or with a day on which there is business in the commercial banks in the city of Belo Horizonte, State of Minas Gerais and/or in the city of São Paulo, State of São Paulo. When the indication of the period counted per day in the Deed of Issue is not accompanied by the indication of "Business Day", it is understood that the period is counted in calendar days.

(z) Late Payment Charges: In the event of untimeliness in the payment of any amount due to the Debenture Holders by virtue of the Deed of Issuance, the overdue debts will also be subject to late payment interest of one percent (1%) per month, calculated from the date of default to the date of the actual payment, and non-compensatory late payment fine of two percent (2%) on the amount overdue, in addition to the Yield and Inflation Adjustment, accordingly, which will continue to be levied on the overdue debt at the rate provided in the Deed of Issuance, regardless of judicial or extrajudicial notice, notification, or communication ("Late Payment Charges").

(aa) Scheduled Renegotiation. There will be no scheduled renegotiation of the Debentures.

(bb) Extraordinary Amortization. Extraordinary amortization of the Debentures will not be allowed.

(cc) Optional Early Redemption. Subject to compliance with the conditions established in the Deed of Issuance, the Company may, as of the twenty-fourth (24th) month (including such date) as of the Date of Issuance, that is, as of May 10, 2024 (including such date), at its sole discretion, facilitate the full early redemption of the Debentures, providing that the partial early redemption of the Debentures will not be allowed, with the consequent cancellation of the Debentures ("Optional Early Redemption"). On the occasion of the Optional Early Redemption, the Debenture Holders will be entitled to the payment of the Unit Par Value of the Debentures plus (i) the Yield, calculated proportionally from the First Payment Date or the respective Date of Payment of Yield immediately preceding, whichever occurs later, until the Optional Early Redemption Date ("Amount of Optional Early Redemption"); (ii) the Late Payment Charges due and not paid up to the date of the said redemption, if any; and (iii) a premium equivalent to sixty-one-hundredths percent (0.60%) on the Optional Early Redemption Amount, calculated according to the formula provided for in the Deed of Issuance.

(dd) Mandatory Early Redemption. The Company shall, within ten (10) Business Days of the Transaction, obtain a new rating for the Issue from the Risk Rating Agency ("Rating After the Transaction"). The Company shall inform the Trustee of the Rating After the Transaction on the same date it is obtained. In the event of a downgrade of the Issue's rating, i.e., if the Rating After the Transaction is lower than the rating assigned to the Issue by the Risk Rating Agency, effective on the date immediately prior to the conclusion of the Transaction, the Company shall carry out the early redemption of all Bonds within five (5) Business Days as of the date of obtaining the Rating After the Transaction ("Mandatory Early Redemption" and "Mandatory Early Redemption Date", respectively). There shall be no mandatory partial early redemption of the Bonds. On the occasion of the Mandatory Early Redemption, the Debenture Holders will be entitled to the payment of the Unit Par Value of the Debentures plus (i) the Yield, calculated proportionally from the First Payment Date or the respective Date of Payment of Yield immediately preceding, whichever occurs

later, until the Mandatory Early Redemption Date of the ("Amount of Optional Early Redemption"); (ii) the Late Payment Charges due and not paid up to the date of the said redemption, if any; and (iii) a premium on the Mandatory Early Redemption Amount, calculated according to the formula provided for in the Deed of Issuance.

(ee) Early Redemption Offer. Subject to compliance with the conditions set forth in the Deed of Issuance, the Company may, at its sole discretion and at any time, carry out an early redemption offer, in whole, to Debentures, with the consequent cancellation of the redeemed Debentures, which will be mandatorily addressed to all Debenture Holders, as applicable, without distinction, ensuring equal conditions to accept the offer of early redemption relative to the Debentures that they hold, accordingly ("Early Redemption Offer").

(ff) Early Maturity: The Debentures will have their early maturity declared in the cases and under the terms set forth in the Deed of Issuance.

(gg) Other Terms and Conditions: The other characteristics of the Debentures, which will regulate the Issuance throughout the term of the Debentures, will be stipulated in the Deed of Issuance.

5.2. Authorize the grant of the Suretyship by the Guarantor under the terms that the Guarantor may resolve.

5.3. Authorize the Executive Board of the Company to perform any related acts that may be necessary for the enforcement of the resolution described in item 5.1 above, including: (a) negotiate and execute all documents and any amendments thereto, including, but not limited to, the Deed of Issuance (including the amendment to the Deed of Issuance that will ratify the Bookbuilding Procedure's outcome) and the Distribution Agreement, as well as to perform all acts necessary to accomplish the Issuance and the Restricted Offer, including representing it before any public or private entities with a view to filing the Restricted Offer; and (b) to contract the service providers within the scope of the Issuance and the Restricted 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 bank settling the Debentures, the distribution and trading systems earmarked for the Debentures, and legal counsels.

5.4. Ratify any acts already performed by the executive board and other company legal representatives in line with the above resolutions.

6. CLOSING AND DRAFTING: There were no further issues to discuss and other declarations, the present meeting was adjourned, and these minutes were drawn up, read, approved, and signed by all. CEO: Luis Fernando Memória Porto. Secretary: Tagiane Gomide Guimarães. Directors: Sérgio Augusto Guerra de Resende, Luis Fernando Memória Porto, Dirley Pingnatti Ricci, Solange Sobral Targa, Eduardo Luiz Wurzman and Lee Richard Kaplan.

I hereby certify that this is a true copy of the Minutes of the Meeting of the Board of Directors of Companhia de Locação das Américas, held on May 6, 2022, at 2:00 p.m., drawn up in the proper book and signed by the members of the Company's Board of Directors.

Belo Horizonte, May 6, 2022.

Luis Fernando Memoria Porto

Chairman

Tagiane Gomide Guimarães

Secretary