

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 MARCH 24, 2022

- 1. DATE, TIME AND PLACE:** Held on March 24, 2022, at 2 p.m., at the Head Office of the Companhia de Locação das Américas ("Company"), located at Av. Raja Gabágliã, nº 1.781, 13th, Luxemburgo, in the city of Belo Horizonte, State of Minas Gerais.
- 2. PRESENCE, QUORUM AND CALL:** 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 Porto was appointed as president of the meeting, pursuant to article 17 of the Company's by-laws. ("President"), and Mr. Marco Túlio de Carvalho Oliveira ("Secretary") acted as secretary, as indicated by the President.
- 4. AGENDA:**
 - 4.1.** To authorize the execution, by the Company, of the Third Amendment to the Share Merger Agreement to be signed between the Company, Localiza Rent a Car ("Localiza") and its respective founding shareholders ("Third Amendment"), which amends certain terms and financing conditions to be offered by Localiza to the Company's shareholders after the closing of the merger of shares of the Company by Localiza ("Merger of Shares"), according to Exhibit I.
 - 4.2.** To authorize the signature, by the Company and its managers, of the Amendment to the Protocol and Justification of the Merger of Shares of the Company by Localiza, reflecting the changes contained in the Third Amendment ("Amendment to the Protocol"), according to Exhibit II.
 - 4.3.** To approve the management's proposal, as well as the convening of the Company's Annual and Extraordinary Shareholders' Meeting, to be held on April 29, 2022.
 - 4.4.** To approve the recommendation of the Annual Report of the Company's Audit Committee.
 - 4.5.** The granting of shares under the 2nd Incentive Program Linked to Shares of Companhia de Locação das Américas - Stock Matching ("2nd Matching Program") to certain beneficiaries.
 - 4.6.** The revocation of the granting of certain options of purchase of shares issued by the Company, with its consequent cancellation and the consolidation of the list of beneficiaries and the options in force, in the scope of the First Incentive Program Linked to Shares – Restricted Shares of Plan III ("1st Program – Restricted Shares");

4.7. To authorize the Board of Executive Officers to perform any and all acts, execute any contracts and/or instruments and any amendments necessary or convenient to the above matters, as well as ratify the acts already performed.

5. RESOLUTIONS: after analyzing and discussing the agenda, the members of the Company's Board of Directors, by unanimous vote of the present members and without any restrictions:

5.1. Authorize the signature of the Third Amendment by the Company, which includes the new wording of Annex 2.1.4 of the mentioned document, which provides for the rules applicable to the financing to be granted by Localiza to the Company's shareholders, in accordance with its terms.

5.2. Authorize the signature, by the administrators and by the Company itself, of the Amendment to the Protocol that reflects the terms of the Third Amendment.

5.3. To approve the management's proposal, as well as the convening of the Company's Ordinary and Extraordinary Shareholders' Meeting, to be held on April 29, 2022, which will resolve, in addition to the topics related to the Annual Shareholders' Meeting and other related topics, on the approval of the Amendment to the Protocol and ratification of the Merger of Shares.

5.4. Recommend the Annual Report of the Company's Audit Committee.

5.5. Approve the granting of shares under the 2nd Matching Program to certain beneficiaries.

5.6. Approve the revocation of the granting of options of purchase of shares issued by the Company granted to certain beneficiaries, with a view of their non-permanence as employees of the Company, with the consequent cancellation of the remaining lots of the respective options and consolidation of the list of beneficiaries and the options in force, in the scope of the 2nd Matching Program.

5.7. Authorize the Executive Board to perform any and all acts, execute any contracts and/or instruments and any amendments necessary or convenient to the above resolutions, as well as ratify the acts already performed.

6. CLOSURE: Nothing further to discuss and no other event proposed, the meeting was adjourned, and these minutes were drawn up, read and approved and were signed by all attending board members. Mr. Luis Fernando Memória Porto, as President. Mr. Marco Túlio de Carvalho Oliveira, as Secretary. **Board:** Sérgio Augusto Guerra de Resende, Luis Fernando Memória Porto, Dirley Pingnatti Ricci, Solange Sobral Targa, Eduardo Luiz Wurzman, Lee Richard Kaplan.

***This is in accordance with the original document drawn up in the Board of Directors' Meeting
Minutes Record Book filed at the Company's headquarters.***

Luis Fernando Memória Porto
President

Marco Túlio de Carvalho Oliveira
Secretary

Ao seu lado, pra você chegar mais longe.



COMPANHIA DE LOCAÇÃO DAS AMÉRICAS
CNPJ/MF nº 10.215.988/0001-60 / NIRE: 31.300.136.973
Publicly-held Corporation

MEETING OF THE BOARD OF DIRECTORS

ANNEX I - THIRD AMENDMENT TO THE AGREEMENT

THIRD AMENDMENT TO THE SHARE MERGER AGREEMENT

entered into by

LOCALIZA RENT A CAR S.A.

COMPANHIA DE LOCAÇÃO DAS AMÉRICAS

and

JOSÉ SALIM MATTAR JÚNIOR

EUGÊNIO PACELLI MATTAR

ANTÔNIO CLÁUDIO BRANDÃO RESENDE

FLÁVIO BRANDÃO RESENDE

LUIS FERNANDO MEMORIA PORTO

SÉRGIO AUGUSTO GUERRA DE RESENDE

RCC PARTICIPAÇÕES SOCIAIS LTDA.

DIRLEY PINGNATTI RICCI

March 24, 2022

THIRD AMENDMENT TO THE SHARE MERGER AGREEMENT

This Third Amendment to the Share Merger Agreement ("Third Amendment") is entered into by:

As one party,

LOCALIZA RENT A CAR S.A., publicly-held company, with registered office in the City of Belo Horizonte, State of Minas Gerais, at Avenida Bernardo de Vasconcelos, nº 377, Bairro Cachoeirinha, CEP 31.150-000, registered with CNPJ/MF (Corporate Taxpayer ID) under No. 16.670.085/0001-55, herein represented by its duly authorized representative ("Localiza"); and

And as the other party,

COMPANHIA DE LOCAÇÃO DAS AMÉRICAS, publicly-held company, with registered office at Alameda Santos, nº 438, 7º andar, Bairro Cerqueira Cesar, in the City of São Paulo, State of São Paulo, registered with CNPJ/ME under No. 10.215.988/0001-60, herein represented by its duly authorized representative ("Unidas");

along with,

As "Founding Shareholders of Localiza," when jointly referred to, and each one a "Founding Shareholder of Localiza":

JOSÉ SALIM MATTAR JÚNIOR, Brazilian, married, businessman, with commercial address in the City of Belo Horizonte, State of Minas Gerais, ID Card No. M-1.653.965–SSP/MG, registered with CPF/ME (Individual Taxpayer ID) No. 071.823.766-87;

EUGÊNIO PACELLI MATTAR, Brazilian, married, businessman, with commercial address in the City of Belo Horizonte, State of Minas Gerais, at Avenida Bernardo de Vasconcelos, nº 377, Bairro Cachoeirinha, CEP 31.150-000, ID Card No. CI.M-4.491–SSP/MG, registered with CPF/ME No. 130.057.586-72;

ANTÔNIO CLÁUDIO BRANDÃO RESENDE, Brazilian, married, businessman, with commercial address in the City of Belo Horizonte, State of Minas Gerais, ID Card No. M-578.679 - SSP/MG, registered with CPF/ME under No. 076.364.666-00;

FLÁVIO BRANDÃO RESENDE, Brazilian, single, businessman, with commercial address in the City of Belo Horizonte, State of Minas Gerais, ID Card No. M-4.661 - SSP/MG, registered with CPF/ME No. 186.119.316-53;

As “Founding Shareholders of Unidas”, when jointly referred to, and individually, “Founding Shareholder of Unidas”:

LUIS FERNANDO MEMORIA PORTO, Brazilian, single, businessman, with commercial address in the City of Belo Horizonte, State of Minas Gerais, at Avenida Raja Gabaglia, nº 1.781, 13º andar, Luxemburgo, ID Card No. M-5.437.158, issued by SSP-MG, and registered with CPF/ME No. 915.133.326-00;

SÉRGIO AUGUSTO GUERRA DE RESENDE, Brazilian, married, businessman, with commercial address in the City of Belo Horizonte, State of Minas Gerais, at Avenida Raja Gabaglia, nº 1.781, 13º andar, Luxemburgo, ID Card No. M-6.057.461, issued by SSP-MG, and registered with CPF/ME No. 865.258.326-91;

RCC PARTICIPAÇÕES SOCIAIS LTDA., limited liability company, with registered office in the City of Maringá, State of Paraná, at Avenida Cerro Azul, nº 2032, sala E, Jardim Novo Horizonte III Parte, CEP 87010-000, registered with CNPJ/ME (Corporate Taxpayer ID) No. 10.971.936/0001-13, herein represented by its duly authorized representative (“RCC”);

DIRLEY PINGNATTI RICCI, Brazilian, married, businessman, with commercial address in the City of Maringá, State of Paraná, at Avenida Cerro Azul, nº 2032, Jardim Novo Horizonte III parte, CEP 87010-000, ID Card No. 3.932.428-8, issued by SSP-PR, registered with CPF/ME No. 696.165.669-20;

The Founding Shareholders of Localiza, the Founding Shareholders of Unidas, and Localiza and Unidas themselves are jointly referred to in this Agreement as “Parties,” and each one as a “Party.”

WITNESSETH

WHEREAS, on September 22, 2020, the Parties entered into a Share Merger Agreement (“Agreement”) regulating the Parties’ undertaking to merge Localiza’s businesses with those of Unidas, through the merger of Unidas’ shares by Localiza, in keeping with Articles 252, 224, and 225 of Brazilian Corporations Act (“Merger of Shares”);

WHEREAS, on October 1, 2020, the Parties signed a First Amendment to the Share Merger Agreement, which amended the wording of Clause 4.2 of the Agreement,

as well as the wording of Clause 6.3.2 of Annex 6.3 of the Agreement ("First Amendment");

WHEREAS, on January 14, 2021, the Parties signed the Second Amendment to the Share Merger Agreement, which amended the wording of Clause 3.5 of the Agreement ("Second Amendment");

WHEREAS, on November 12, 2020, the special shareholders' meetings of Localiza and Unidas approved the Merger of Shares, under the terms of the Agreement; and

WHEREAS the Parties intend to amend the Agreement again in order to modify certain terms and conditions of the Financing set out in Clause 2.1.4 of the Agreement, especially its Annex 2.1.4.

IN VIEW OF THE FOREGOING, the Contracting Parties agree on the following terms:

CHAPTER I AMENDMENT

1.1. Definitions. Terms starting with capital letters and not expressly defined in this Third Amendment shall have the same meanings ascribed to them in the Agreement.

1.2. Amendment. Parties intend to amend (i) Clause 2.1.4 of the Agreement, which shall read as follows, as well as (ii) Annex 2.1.4 of the Agreement, which shall read as stipulated in Annex A to this Third Amendment.

"Clause 2.1.4 Financing. Additionally, subject to the accomplishment of the Share Merger, Localiza will make available, for disbursement by the 25th calendar day of the month following the Closing Date, to all holders of Unidas' shares that have an interest and are registered as shareholders of Unidas upon the accomplishment of the Merger of Shares, a credit facility destined for borrowing from one or more Brazilian financial institutions chosen by the former company ("Financing"). The amount of the Financing credit facility will be 20% (twenty percent) of the total amount of Localiza's shares attributed to Unidas' shareholders on the Closing Date in connection with the Merger of Shares, considering the average price, weighted by volume, on the Closing Date (i.e., each Unidas' shareholder will be entitled, at its sole discretion, to receive Financing amounting up to 20% of the total amount of Localiza's shares received by such shareholder on the Closing Date). The terms and conditions of the Financing, which will be guaranteed by fiduciary sale of the shares received by the respective shareholder in the Merged Company, as well as the procedures for adhesion and contracting by the shareholders, are addressed in Annex 2.1.4 to this Agreement. It will be up to each Unidas' shareholder that chooses

to take out the Financing to timely comply with the requirements for registration and opening of accounts for the purposes of Financing grant (including the execution of the fiduciary sale of the shares as a guarantee posted before B3, also bearing the costs stemming from the registration and maintenance of the said guarantee), in keeping with the applicable rules and laws, and as required by the respective financial institution. The Merged Company and the financial institution will be exempt from any liability for any impediment or restriction in granting the Financing to the respective Unidas' shareholder owing to registration problems, insufficiency of guarantees, legal or regulatory restrictions, operational impediments or similar issues raised by the respective financial institution."

1.3. Shareholders' Meetings. The modifications provided for this Third Amendment are subject to approval by Localiza's and Unidas' shareholders at their relevant special shareholders' meetings. Until March 31, 2022, the management teams of both Localiza and Unidas will call their own special shareholders' meetings, to be held within one month from the dates of the respective notices of meetings, to resolve on the approval of this Third Amendment, which exclusively addresses certain modifications of the previously agreed Financing rules.

1.4. Binding. If this Third Amendment is not approved by the shareholders of Localiza and/or Unidas, for any reason whatsoever, at their respective special shareholders' meetings in keeping with the previous clause, this Third Amendment will cease to be in force and the Parties will continue bound by the Agreement, in addition to the obligation of accomplishing the Merger of Shares, in its original terms, as amended by the First Amendment and Second Amendment.

CHAPTER II GENERAL

2.1. Applicable Law. This Third Amendment shall be governed and interpreted in keeping with the laws of the Federative Republic of Brazil.

2.2. Third Amendment. All terms in the Agreement that have not been expressly modified by this Third Amendment shall remain in full force and effect. This Third Amendment is subject to the provisions of Chapters X and Chapter XI of the Agreement.

2.3. Arbitration. All claims or disputes stemming from this Third Amendment (whether in law or contract), including any claim or dispute as to its existence, validity, termination, performance or with respect to any breach (or alleged breach) of any provisions of this Third Amendment, will be definitively resolved by arbitration, pursuant to Chapter X of the Agreement.

2.4. Electronic Signature. The Parties and witnesses enter into this Third Amendment electronically, through the use of a digital certificate made available by ICP-Brasil, in such a way that their signatures by such means are binding, effective, and warrant authenticity, integrity, and legal validity to this Third Amendment, making it an instrument enforceable out of court, for all legal purposes, pursuant to Article 10, Paragraph 1 of Provisional Presidential Decree No. 2.200-2, dated August 24, 2001.

IN WITNESS WHEREOF, the Parties sign this Third Amendment jointly with the 2 undersigned witnesses.

Belo Horizonte, March 24, 2022

LOCALIZA RENT A CAR S.A.

By:

Position:

By:

Position:

COMPANHIA DE LOCAÇÃO DAS AMÉRICAS

By:

Position:

By:

Position:

JOSÉ SALIM MATTAR JÚNIOR

EUGÊNIO PACELLI MATTAR

ANTÔNIO CLÁUDIO BRANDÃO RESENDE

FLÁVIO BRANDÃO RESENDE

LUIS FERNANDO MEMORIA PORTO

SÉRGIO AUGUSTO GUERRA DE RESENDE

RCC PARTICIPAÇÕES SOCIAIS LTDA.

DIRLEY PINGNATTI RICCI

Witnesses:

Name:

CPF:

Name:

CPF:

Annex A
Third Amendment to the Share Merger Agreement

ANNEX 2.1.4
TO THE SHARE MERGER AGREEMENT DATED 09.22.2020

SUMMARY OF FINANCING TERMS AND CONDITIONS

This Summary of the Basic Terms and Conditions ("Summary") aimed at structuring the Financing was prepared only to succinctly address certain rules of the Financing to be taken out between the Parties to the Share Merger Agreement by Localiza entered into on September 22, 2020 . This Summary does not cover all the terms and conditions relative the Financing, nor does it limit the wording of clauses in any documents and contracts pertaining to the Financing that may be requested by the Lender.

- Lender:** Brazilian banking financial institution chosen by Localiza ("Lender").
- Financing:** The Lender, as contracted by Localiza, will present to the holders of shares issued by Unidas on the date of accomplishment of the merger of Unidas' shares by Localiza ("Merger of Shares" and "Closing Date") the possibility of taking out a loan, in Brazil, based on the cap appurtenant to an Individual Financing Amount (as defined below) ("Financing").
- Statement Term:** Each of the holders of shares issued by Unidas on the Closing Date shall expressly and in writing report to Localiza on their intent to take the Financing out, up to the 5th (fifth) day after the Closing Date (including such date) or up to a later date to be informed by Localiza to holders of shares issued by Unidas, through a notice to shareholders or similar document ("Statement Term").
- Borrowers:** All holders of shares issued by Unidas on the Closing Date that express an interest in taking out the Financing over the Statement Term ("Borrowers").
- Financing Instrument:** The Financing shall be rendered formal through the issuance of a Bank Credit Note ("CCB") by each Borrower, pursuant to Law No. 10,931 dated August 2, 2004, or another equivalent instrument.
- Aggregate and Individual Amounts of Financing:** The aggregate amount of the Financing that may be granted by the Lender will be limited to an amount equivalent to 20% (twenty percent) of the unit amount (i.e., quoted price) of the shares issued by Localiza multiplied by the number of shares issued by Localiza that the Borrowers will receive on the Closing Date.

The individual gross amount of the Financing to be granted to each Borrower ("Gross Amount of Financing") will be equivalent to up to 20% (twenty percent) of the unit amount (i.e., quoted price) of the shares issued by Localiza multiplied by the number of shares issued by Localiza that each Borrower will receive on the Closing Date.

Financing Yield:

Refers to 3.5% p.a. (three integers and five tenths percent per year), calculated exponentially, proportionally from the initial date and daily capitalized, based on a year of 360 calendar days, as from the date of disbursement of the Financing until the date of its actual payment. The total actual cost of the Financing will be determined by the Lender to the Borrower when the Financing is taken out, and will include any taxes levied on the Financing, as well as the costs relating to the registration and maintenance of the Guarantee. The cost resulting from the registration and maintenance of the Guarantee will be reported by Lender to Borrower before the Financing is taken out, and should be borne by the Borrower in full, in advance, at the time of Financing's disbursement.

Guarantee:

As a guarantee for Financing settlement, the Borrowers will carry out a fiduciary sale to the Lender, under the terms of Article 66-B, Paragraph 3, of Law No. 4,728, dated July 14, 1965, and Article 26 of Law No. 12,810 dated May 15, 2013, of shares issued by Localiza, totally free and clear of any encumbrances at market value corresponding to **200% (two hundred percent)** ("Percentage of Coverage") of the total amount payable by Borrower to Lender by reason of the Financing ("Guarantee"). While the Financing is not settled by the Borrower, the percentage of coverage of such Guarantee shall always be greater than **120% (one hundred and twenty percent)** of the total amount payable by the Borrower to the Lender on a given date ("Minimum Guarantee Amount"). The Percentage of Coverage and the Minimum Guarantee Amount will be calculated daily according to the closing price of Localiza's shares on the market, as published by B3. If, at any time over the effectiveness of the Financing, the amount of shares sold on a fiduciary basis and making up the Guarantee equals to or is less than the Minimum Guarantee Amount, the Lender, by electronic means, will request that the respective Borrower, over a maximum period of up to 5 (five) business days, to present new Localiza's shares of their ownership to be added to the guarantee in an amount sufficient to immediately

and fully restore the Percentage of Coverage. Should such Guarantee reinforcement not be rendered formal by the Borrower within said time span, the Lender will determine the early maturity of the Financing, and will proceed with the foreclosure mechanisms set out in the Financing instruments. The costs arising from the registration and maintenance of the Guarantee, in keeping with market practice, will be borne by the Borrower, with the Lender being expressly authorized to collect them from the respective Borrowers.

Lock-up

Over the period of 6 (six) months from the Disbursement Date ("Lock-up Period"), the Borrower may not sell, encumber, or transfer the shares issued by Localiza of their ownership (which they receive as a result of the Merger of Shares) at a percentage greater than **20% (twenty percent)** of the shares received, but always limited to maintaining the minimum level of **200% (two hundred percent)** of the Guarantee pertaining to the total amount payable by the Borrower to the Lender as a result of the Financing.

After the Lock-up Period, the Borrower may sell, encumber, or transfer the shares issued by Localiza of their responsibility, but said sale, encumbrance, or transfer may not limit or impair the maintenance of the minimum level of **200% (two hundred percent)** of the Guarantee pertaining to the total amount payable by the Borrower to the Lender in connection with the Financing.

The above restrictions on the sale, encumbrance, and transfer of Localiza's shares owned by Borrower shall not apply to the event of formalization of the Guarantee by the Borrower, foreclosure of the Guarantee by the Lender, as well as the recomposition of the Guarantee by the Borrower, under the terms of this Annex.

Disbursement:

The disbursement of the Individual Financing Amount to the Borrowers shall occur until the 25th (twenty-fifth) day of the month following the Closing Date (individually referred to "Disbursement Date").

Principal Payment:

5 (five) years after the Disbursement Date.

Payment of Interests:

5 (five) years after the Disbursement Date.

Late Payment Charges:	(a) interest for late payment of 1% (one percent) per month and (b) late payment fine of 2% (two percent) on the amount overdue.
Taxes	Any taxes levied on the Financing, including, but not limited to, the Tax on Financial Transactions (IOF), will be fully borne by the Borrower.
Condition Precedent:	<p>The disbursement of the Financing will be conditioned to: (i) the opening of a deposit account by the Borrower with the Lender or with a financial institution that is partner to the Lender, accordingly; (ii) the opening an investment account with the securities brokerage firm belonging to the Lender's business group or with the Lender's financial institution, accordingly ("<u>Investment Account</u>"); (iii) the transfer of custody of the shares that will make up the Guarantee to the respective Investment Account; and (iv) the actual registration and perfection of the Guarantee for the Lender's benefit with B3, in accordance with the applicable laws and regulations, and within the Percentage of Coverage above.</p> <p>The Merged Company and the financial institution will be exempt from any liability for any impediment relating to the Financing grant to the respective Unidas' shareholder owing to registration problems, insufficiency of guarantees, legal or regulatory restrictions, operational impediments or similar issues spotted and raised by the respective financial institution.</p>
Pegged Active Operation	Financing may be accomplished using the mechanics of CMN Resolution No. 2,921/2002, by pegging CCBs issued by the Borrowers in favor of the Lender to funding instruments acquired by Localiza from the Lender.
Dividends and Interest on Equity	Dividends and interest on equity paid by Localiza to its shareholders will not be automatically allocated to the payment of Financing payable by the respective Borrowers to the Lender.

Representations and Warranties¹:

Borrowers are expected to make typical statements for operations of this nature, including, but not limited to, the following:

- (a) they have the capacity (or, accordingly, that their legal representatives have powers) to execute CCB;
- (b) they have arranged all regulatory or governmental approvals, as well as all authorizations, licenses, permissions, or consents from third party required for the execution and validity of CCB;
- (c) they hold full ownership of the shares to be posted as guarantee, which shall be free and clear of any encumbrances or burden; and
- (d) legality, validity and binding effect of the perfection and enforceability of CCB and the Guarantee. Borrowers residing, domiciled and/or incorporated outside Brazil will be required to produce a legal opinion, without reservations or caveats, issued by a first-rate foreign law firm, to be hired and compensated by the respective Borrower, confirming what is referred to in items (a) to (d) above.

Governing Law:

CCBs and Guarantee instruments will be governed by the laws of the Federative Republic of Brazil.

* * * * *

Ao seu lado, pra você chegar mais longe.



COMPANHIA DE LOCAÇÃO DAS AMÉRICAS
CNPJ/MF nº 10.215.988/0001-60 / NIRE: 31.300.136.973
Publicly-held Corporation

MEETING OF THE BOARD OF DIRECTORS

ANNEX II - AMENDMENT TO THE PROTOCOL AND JUSTIFICATION FOR MERGER OF SHARES

**AMENDMENT TO THE PROTOCOL AND JUSTIFICATION OF MERGER OF SHARES OF
COMPANHIA DE LOCAÇÃO DAS AMÉRICAS BY LOCALIZA RENT A CAR S.A.**

The companies' managers qualified below, as well as the respective companies also qualified below:

LOCALIZA RENT A CAR S.A., publicly-held company, with registered office in the City of Belo Horizonte, State of Minas Gerais, at Avenida Bernardo de Vasconcelos, nº 377, Bairro Cachoeirinha, CEP 31.150-000, registered with CNPJ/MF (Corporate Taxpayer ID) under No. 16.670.085/0001-55, herein represented by its duly authorized representative ("Localiza"); and

COMPANHIA DE LOCAÇÃO DAS AMÉRICAS, publicly-held company, with registered office at Alameda Santos, nº 438, 7º andar, Bairro Cerqueira Cesar, in the City of São Paulo, State of São Paulo, registered with CNPJ/ME under No. 10.215.988/0001-60, herein represented by its duly authorized representative ("Unidas");

Localiza and Unidas are hereinafter also referred to individually as "Party" or "Company," and jointly as "Parties" or "Companies;"

WHEREAS:

(i) Localiza and Unidas, jointly with their respective founding shareholders, entered into the Share Merger Agreement on September 22, 2020, as amended ("Share Merger Agreement"), which establishes the terms and conditions for implementing the combination of the Companies' businesses through the merger of Unidas' shares by Localiza, in consideration of Articles 252, 224, and 225 of Law 6404/76 ("Corporations Act"), in abidance by the applicable provisions of the Instruction No. 565 dated June 15, 2015, issued by the Brazilian Securities and Exchange Commission ("CVM");

(ii) on October 8, 2020, the managers of the Companies, as well as the respective Companies, signed a Protocol and Justification of Merger of Unidas' Shares by Localiza ("Protocol and Justification"), establishing the terms and conditions for the forwarding of the Merger of Shares for appraisal at the relevant Special Shareholders' Meetings of the Companies;

(iii) on November 12, 2020, the Companies' shareholders approved the Merger of Shares at their relevant Special Shareholders' Meetings;

(iv) on March [24], 2022, the Companies, along with their respective founding shareholders, signed the Third Amendment to the Share Merger Agreement, with the purpose of amending certain terms and conditions of the Financing under Clause 2.1.4 of the Share

Merger Agreement, especially in its Annex 2.1.4 ("Third Amendment"), with an impact on clause 5.2 of the Protocol and Justification, which also sets out the terms and conditions relative to the Financing; and

(v) on this date, the Boards of Directors of Localiza and Unidas approved the execution by the Companies of this amendment in order to reflect the changes to the Financing addressed to in the Third Amendment, as well as its submission to the Companies' shareholders for the approval and ratification of the Merger of Shares, as provided herein, and in keeping with the other terms and conditions of the Share Merger Agreement, including the Third Amendment.

The Parties RESOLVE to enter into this Amendment to the Protocol and Justification of Merger of Unidas' Shares by Localiza ("Amendment to the Protocol"), under the following terms and conditions:

1. Amendment

1.1. Definitions. Terms starting with capital letters and not expressly defined in this Third Amendment shall have the same meanings ascribed to them in the Protocol and Justification or in the Share Merger Agreement.

1.2. Amendment. In consideration of the provisions of the Third Amendment, the Parties hereby amend the provisions under clause 5.2 of the Protocol and Justification, which shall read as follows:

5.2. Financing. Additionally, in accordance with Clause 2.1.4 of the Share Merger Agreement, as amended, subject to the accomplishment of the Share Merger, Localiza will make available, for disbursement by the 25th calendar day of the month following the Closing Date, to all holders of Unidas' shares that have an interest and are registered as shareholders of Unidas upon the accomplishment of the Merger of Shares, a credit facility destined for borrowing from one or more Brazilian financial institutions chosen by the former company ("Financing"). The amount of the Financing credit facility will be 20% (twenty percent) of the total amount of Localiza's shares attributed to Unidas' shareholders on the Closing Date in connection with the Merger of Shares, considering the average price, weighted by volume, on the Closing Date (i.e., each Unidas' shareholder will be entitled, at its sole discretion, to receive Financing amounting up to 20% of the total amount of Localiza's shares received by such shareholder on the Closing Date). The terms and conditions of the Financing, which will be guaranteed by fiduciary sale of the shares received by the respective shareholder in the Merged Company, as well as the procedures for adhesion and contracting by the shareholders, are addressed in Annex 2.1.4 of the Share Merger Agreement, as amended. It will be up to each Unidas' shareholder that chooses to take out the Financing to timely comply with the requirements

for registration and opening of accounts for the purposes of Financing grant (including the execution of the fiduciary sale of the shares as a guarantee posted before B3, also bearing the costs stemming from the registration and maintenance of the said guarantee), in keeping with the applicable rules and laws, and as required by the respective financial institution. The Merged Company and the financial institution will be exempt from any liability for any impediment or restriction in granting the Financing to the respective Unidas' shareholder owing to registration problems, insufficiency of guarantees, legal or regulatory restrictions, operational impediments or similar issues raised by the respective financial institution."

1.3. **Shareholders' Meetings.** Under the terms of the Share Merger Agreement (including its Third Amendment) and the Protocol and Justification (including this Amendment to the Protocol), until March 31, 2022, the Localiza's and Unidas' managements will convene, respectively, their special shareholders' meetings, to be held within one month from the dates of the respective notices, to resolve on (i) the approval of this Amendment to the Protocol, with respect to the changes set forth in the Third Amendment; and (ii) the ratification of the approval of the Merger of Shares under the terms of the Third Amendment and this Amendment to the Protocol.

1.4. If this Amendment to the Protocol, as well as the ratification of the Merger of Shares, is not approved by the shareholders of Localiza and/or Unidas, for any reason whatsoever, at their respective special shareholders' meetings in keeping with the previous clause, the changes established in this Amendment to the Protocol will cease to be in force and the Parties will continue bound by the Protocol and Justification originally approved, in addition to the obligation of accomplishing the Merger of Shares, in its original terms.

2. Arbitration and Applicable Law

2.1. **Applicable Law.** This Amendment to the Protocol shall be governed and interpreted in view of the Laws of the Federative Republic of Brazil, without any choice or principle of conflict of laws that may result in the application of the laws of any other jurisdiction.

2.2. **Arbitration.** Any and all claims or disputes seeking remedies relating to this Protocol and Justification (whether by law or contract), including any claim or dispute as to its existence, validity, termination, performance, or relating to any breach (or alleged breach) of any provisions of this Protocol and Justification, will be resolved by arbitration, pursuant to Chapter 10 of the Protocol and Justification.

3. General

3.1. **Ratification.** All other terms of the Protocol and Justification that have not been expressly changed by this Amendment to the Protocol shall remain in full force and effect.

This Amendment to the Protocol is subject to the provisions of Chapter 9 and Chapter 10 of the Protocol and Justification.

3.2. Documents Available for Shareholders. All documents referred to in this Amendment to the Protocol will be available for their respective shareholders, under the terms of the applicable laws and regulations, and may be viewed at the registered offices of the Companies, accordingly. Documents will also be available on the websites of CVM (<https://www.gov.br/cvm/pt-br>), B3 (www.b3.com.br), and on the respective websites of the Investor Relations Department of Localiza (<http://ri.localiza.com.br/>) and Unidas (<https://ri.unidas.com.br/>).

3.3. Electronic Signature. The Parties and witnesses enter into this Protocol and Justification electronically, through the use of a digital certificate made available by ICP-Brasil, in such a way that their signatures by such means are binding, effective, and warrant authenticity, integrity, and legal validity to this Protocol and Justification, making it an instrument enforceable out of court, for all legal purposes, pursuant to Article 10, Paragraph 1 of Provisional Presidential Decree No. 2.200-2, dated August 24, 2001.

IN WITNESS WHEREOF, the parties sign this Amendment to the Protocol on March 24, 2022, along with two witnesses identified below.

Belo Horizonte and São Paulo, March 24, 2022.

[Signature page follows]

Signature Page of the Amendment to the Protocol and Justification of Merger of Shares of Companhia de Locação das Américas by Localiza Rent a Car S.A. executed on March 24, 2022.

LOCALIZA RENT A CAR S.A.

By:
Position:

By:
Position:

COMPANHIA DE LOCAÇÃO DAS AMÉRICAS

By:
Position:

By:
Position:

Witnesses:

Name:
CPF:

Name:
CPF: