

COMPANHIA DE LOCAÇÃO DAS AMÉRICAS
CNPJ/ME nº 10.215.988/0001-60/ NIRE 31.300.136.973
(Publicly-Held Company with Authorized Capital)

MINUTES OF THE BOARD OF DIRECTORS' MEETING
HELD ON APRIL 30 2021

- 1. DATE, TIME AND PLACE:** Held on April 30, 2021, at 09:00 a.m, at the headquarters of Companhia de Locação das Américas ("Company"), located in the city of Belo Horizonte, State of Minas Gerais, at Avenida Raja Gabaglia, nº 1.781, 12º andar, bairro Luxemburgo, CEP 30380-457.
- 2. CALL NOTICE, ATTENDANCE AND QUORUM:** Call notice was waived, pursuant to paragraph 3 of article 15 of the Company's Bylaws, as all members of the Company's Board of Directors were present. The Company's Chief Financial and Investor Relations Officer, Mr. Marco Túlio de Carvalho Oliveira, was also attending.
- 3. PRESIDING BOARD:** In view of the participation of Mr. Eduardo Luiz Wurzman by videoconference, the member Luis Fernando Memoria Porto ("Chairman") was appointed as chairman, pursuant to article 16 of the Company's Bylaws, and the meeting was had Mr. Marco Túlio de Carvalho Oliveira as its secretary ("Secretary"), as indicated by the Chairman.
- 4. AGENDA:** To resolve on: (i) the terms and conditions of the 20th (twentieth) issue of simple debentures, not convertible into shares, in up to two series, of unsecured type with additional personal guarantee, for public distribution with restricted efforts distribution, under a firm placement guarantee regime, of the Company ("Issue" and "Restricted Offer" respectively); (ii) the authorization to Unidas S.A., a publicly-held company registered in category "A" before the Brazilian Securities and Exchange Commission ("CVM"), headquartered in the city of Belo Horizonte, State of Minas Gerais, at Avenida Raja Gabaglia, nº 1781, 12º andar, bairro Luxemburgo, CEP 30.380-457, enrolled with the CNPJ/ ME under No. 04.437.534/0001-30, subsidiary of the Company ("Unidas"), for the granting of personal guarantee, in the form of a surety, in guarantee of the faithful and punctual payment of the Debentures (as defined below), being jointly and severally liable as guarantor and principal payer for the payment of all amounts due by the Company within the scope of the Issuance and the Deed of Issuance (as defined below) ("Guarantee"); (iii) authorization to the Company's Board of Officers to perform all related acts that may be necessary to carry out the decisions taken in relation to item "(i)" and "(ii)" above, including the execution of all documents and amendments related to the Issue and the Restricted Offer; and (iv) the ratification of all acts already practiced by the Company's Executive Board related to the previous resolutions.
- 5. RESOLUTIONS:** After assessing the agenda, the members of the Company's Board of Directors, by unanimous vote and without any restrictions, resolved to:

Approve the Issue, in the amount of BRL 750,000,000.00 (seven hundred and fifty million reais) ("Debentures") to be offered publicly, with restricted distribution efforts, without registration of the offer before the CVM, pursuant to the CVM Instruction No. 476, of January 16, 2009, as amended ("CVM Instruction 476"); with the following main characteristics, which will be detailed and regulated in the "*Private Deed of Public Issuance of Simple Debentures, Not Convertible into Shares, in up to Two Series, of the Unsecured Type with Additional Personal Guarantee, of the 20th (twentieth) Issuance of Companhia de Locação das Américas*" ("Deed of Issuance"): **(a) Quantity, Nominal Unit Value and Total Offer Amount:** the Issue will consist of 750,000 (seven hundred and fifty thousand) Debentures. The Debentures will have a nominal unit value

of BRL 1,000.00 (one thousand reais) on the Issue Date (as defined below) ("Nominal Unit Value") and the total value of the Issue is BRL 750,000,000.00 (seven hundred and fifty million reais) on the Issue Date, and the number of Debentures to be allocated in each series will be defined by means of an investment intention collection procedure, in order to define (a) the existence of the 1st Series (as defined below) and, consequently, the number of series; (b) the number of Debentures to be allocated in the 1st (first) series ("1st Series" and "1st Series Debentures", respectively) and in the 2nd (second) series ("2nd Series" and "2nd Series Debentures", respectively), observing the Minimum Volume of the 2nd Series (as defined below); (c) the 1st Series Remuneration; and (d) the 2nd Series Remuneration ("Bookbuilding Procedure"). The allocation of Debentures between the 1st Series and the 2nd Series will occur in the communicating vessel system ("Communicating Vessel System"), respecting the Minimum Volume of the 2nd Series. There will be no monetary restatement or correction of the Nominal Unit Value or the balance of the Nominal Unit Value, as the case may be; **(b) Number of Series:** the Issue will be carried out in up to 2 (two) series, through the Communicating Vessels System, and the existence of the 1st Series and the number of Debentures to be allocated in the 1st Series and the 2nd Series, as the case may be, will be defined by the Company, together with the coordinators of the offer, after the completion of the Bookbuilding Procedure; **(c) Convertibility, Species, Type and Form:** the Debentures will be simple, non-convertible into shares, of unsecured type with additional personal guarantee, all registered and book-entry, without issuing warnings or certificates; **(d) Issue Date and Maturity Term:** for all legal purposes, the date of issue of the Debentures will be May 20, 2021 ("Issue Date"). Notwithstanding what the Deed of Issuance provides, the 1st Series Debentures will have a term of 7 (seven) years, counting from the Date of Issue, expiring, therefore, on May 20 2028 ("1st Series Maturity Date"); and the 2nd Series Debentures will have a term of 10 (ten) years, counting from the Issue Date, therefore expiring on May 20, 2031 ("2nd Series Maturity Date" and, indistinctly, with the Maturity Date of the 1st Series, "Maturity Date"), except for the cases of early settlement resulting from an Early Maturity Event (as may be defined in the Deed of Issuance), Optional Early Redemption (as may be defined in the Deed of Issuance), Mandatory Early Redemption (as defined in the Deed of Issuance) and other hypotheses for the redemption of all Debentures to be provided for in the Deed of Issuance; **(e) Placement and Trading:** the Debentures will be the object of public distribution, with restricted distribution efforts, pursuant to CVM Instruction 476, with a firm guarantee of placement for all Debentures, individually and not jointly between the coordinators of the offer, of which at least BRL 400,000,000.00 (four hundred million reais) will necessarily be for the 2nd Series Debentures ("2nd Series Minimum Volume"), as provided for in the Debentures distribution agreement, with intermediation of financial institutions that are part of the securities distribution system, in a non-joint way, observing the terms and conditions of CVM Instruction 476; **(f) Deposit for Distribution, Trading and Electronic Custody:** Debentures will 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"), the distribution being financially settled through B3; and (b) trading on the secondary market through CETIP21 - Bonds and Securities, managed and operated by B3, with the negotiations being financially settled and the Debentures held in electronic custody at B3. The Debentures can only be subscribed and paid up by Professional Investors (as defined in the Deed of Issuance) and traded after 90 (ninety) days after each initial subscription or acquisition by Professional Investors (as may be defined in the Deed of Issuance), pursuant to articles 13 and 15 of CVM Instruction 476, except in the case of the lot subject to a firm guarantee of placement by the coordinators indicated at the time of subscription, subject to the limits and conditions set forth in articles 2 and 3 of CVM Instruction 476 in the subsequent negotiation and, in all cases, observing the fulfillment, by the Company, of the obligations described in article 17 of CVM Instruction 476, and the negotiation of Debentures must always respect the applicable legal and regulatory provisions; **(g) Subscription Form and Price:** the Debentures will be subscribed and paid up at the Nominal Unit Value, in a single date, 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 for the Debentures will be the Nominal Unit Value plus, as applicable, the Remuneration of the 1st Series or the Remuneration of the 2nd Series (as defined in the Deed of Issuance), calculated *pro rata temporis* from the respective First Payment Date until the date of its effective subscription and payment; **(h) Form of Payment:** the Debentures will be paid in cash, upon subscription, in local currency and in accordance with B3 procedures. The Subscription Price may be increased by a premium or discount on the Payment Date provided that it is equally applied to all investors, on each payment date; **(i) Destination of Funds:** the funds obtained by the Company with the Restricted Offer will be used in the normal course of the business, being used to reinforce the Company's cash; **(j) Programmed Amortization of Debentures:** The balance of the Unit Nominal Value of the 1st Series Debentures will be amortized in 2 (two) installments, of which (i) the first installment is due at the end of the 72nd (seventy-second) contact month from the Issue Date, that is, May 20, 2027; and (ii) the second installment due at the end of the 84th (eighty-fourth) month counted from the Issue Date, that is, on the Maturity Date of the 1st Series and with the exception of the anticipated liquidation events resulting from an Early Maturity Event (as defined in the Deed of Issuance), Optional Early Redemption of the 1st Series (as defined in the Deed of Issuance), Mandatory Early Redemption Policy (as defined in the Deed of Issuance), Extraordinary Amortization of the 1st Series and the other hypotheses of partial or total redemption of the Debentures of the 1st Series to be provided for in the Deed of Issuance. The balance of the Unit Nominal Value of the 2nd Series Debentures will be amortized in 3 (three) installments, (i) the first installment due at the end of the 96th (ninety-sixth) contact month from the Issue Date, that is, May 20 2029; (ii) the second installment due at the end of the 108th (one hundred eighth) month counted from the Issue Date, that is, May 20, 2030; and (iii) the third installment due at the end of the 120th (hundredth twentieth) month counted from the Issue Date, that is, on the Maturity Date of the 2nd Series, except for the cases of early settlement resulting from an Early Maturity Event (as may be defined in the Deed of Issuance), Optional Early Redemption of the 2nd Series (as may be defined in the Deed of Issuance), Mandatory Early Redemption Policy (as defined in the Deed of Issuance), Extraordinary Amortization of the 2nd Series and other cases of partial or total redemption of the 2nd Series Debentures to be provided for in the Deed of Issuance; **(k) Remuneration:** The 1st Series Debentures will be entitled to the payment of remuneration interest corresponding to 100% (one hundred percent) of the accumulated variation of the average daily rates of Interbank Deposits - DI of one day, "over extra group", expressed in percentage form per year, base 252 (two hundred and fifty-two) Business Days (as defined in the Deed of Issuance), 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 spread (surcharge) to be defined in the Bookbuilding Procedure, limited to a maximum rate of 2.00% (two percent) per year, basis of 252 (two hundred and fifty-two) Business Days, levied on the Nominal Unit Value or balance of the Nominal Unit Value of the 1st Series Debentures, as the case may be ("1st Series Remuneration"). The 2nd Series Debentures will be entitled to the payment of remunerative interest corresponding to 100% (one hundred percent) of the accumulated variation of the DI Rate plus a spread (surcharge) to be defined in the Bookbuilding Procedure, limited to a maximum rate of 2.40 % (two point forty percent) per year, basis of 252 (two hundred and fifty-two) Business Days, levied on the Nominal Unit Value or balance of the Nominal Unit Value of the 2nd Series Debentures, as the case may be ("2nd Series Remuneration") and, together with the 1st Series Remuneration, "Remuneration"). The Remuneration will be calculated exponentially and cumulatively, *pro rata temporis* for Business Days (as they may be defined in the Deed of Issuance) elapsed, incidents on the Nominal Unit Value or on the balance of the Nominal Unit Value of the 1st Series Debentures and/ or on the Nominal Unit Value or balance of the Nominal Unit Value of the 2nd Series Debentures, as applicable, from the respective First Payment Date or the respective Remuneration Payment Date (as defined below) immediately before, as the case may be, until the effective payment date, according to the formula to be provided for in the Deed of Issuance. The Remuneration of the 1st Series and the Remuneration of the 2nd Series will be paid semiannually, on the days 20 of the months of May and November of each year, with the first payment occurring in november 20, 2021 and the last, on the Maturity

Date of the 1st Series or on the Maturity Date of the 2nd Series, as applicable (each, a "Remuneration Payment Date"), except in the event of early settlement resulting from an Early Maturity Event (as may be defined in the Deed of Issuance), Optional Early Redemption (as defined below), Mandatory Early Redemption Policy (as defined in the Deed of Issuance) and the other hypotheses of redemption of all Debentures to be provided for in the Deed of Issuance; **(l) Optional Early Redemption:** the Company may, from the 48th (forty-eighth) month (exclusive) counted from the Issue Date, that is, from May 20, 2025 (inclusive), at its sole discretion, to promote the total early redemption of the 1st Series Debentures, being prohibited the partial early redemption of the 1st Series Debentures, with the consequent cancellation of the Debentures object of the redemption ("Optional Early Redemption of the 1st Series"). The Company may, as of the 72nd (seventy-second) month (exclusive) counted from the Issue Date, that is, from May 20, 2027 (inclusive), at its sole discretion, to promote the total early redemption of the 2nd Series Debentures, with the partial redemption of the 2nd Series Debentures being forbidden, with the consequent cancellation of the Debentures object of the redemption ("Optional Early Redemption of the 2nd Series and, in conjunction with the Optional Early Redemption of the 1st Series, "Optional Early Redemption"). On the occasion of the Optional Early Redemption, the holders of the Debentures ("Debenture Holders") will be entitled to the payment of the Nominal Unit Value of the 1st Series Debentures or the balance of the Nominal Unit Value of the 1st Series Debentures and/ or the Nominal Unit Value of the 2nd Series Debentures or balance of the Nominal Unit Value of the 2nd Series Debentures, as the case may be, plus (i) Remuneration of the 1st Series or Remuneration of the 2nd Series, as the case may be, calculated *pro rata temporis* from the First Payment Date or from the Payment Date of the immediately preceding Payment, whichever occurs last, up to the Optional Early Redemption Date (as defined in the Deed of Issuance) ("Optional Early Redemption Amount"); (ii) Arrears Charges (as defined in the Deed of Issuance) due and not paid until the date of said redemption, if applicable; and (iii) the premium levied on the Optional Early Redemption Amount, calculated according to the formula to be described in the Deed of Issuance, in the percentage of 0.30% (thirty hundredths) per year for the remaining average term; **(m) Extraordinary Amortization:** the Company may, as from the 48th (forty-eighth) month (exclusive) counted as of the Issue Date, that is, as of May 20 2025 (inclusive), at its sole discretion, by giving notice to debenture holders, promote extraordinary amortizations on the Nominal Unit Value or on the balance of the Nominal Unit Value of the 1st Series Debentures, as the case may be, of the totality of the 1st Series Debentures ("Extraordinary Amortization of the 1st Series"). The Issuer may also, from the 72nd (seventy-second) month (exclusive) counted from the Issue Date, that is, from May 20, 2027 (inclusive), at its sole discretion, by giving notice to debenture holders, promote extraordinary amortizations on the Nominal Unit Value or on the balance of the Nominal Unit Value of the 2nd Series Debentures, as the case may be, of the totality of the 2nd Series Debentures ("Extraordinary Amortization of the 2nd Series" and, together with Extraordinary Amortization of the 1st Series, "Extraordinary Amortization"). On the occasion of Extraordinary Amortization, Debenture Holders will be entitled to the payment of a portion of the Unit Nominal Value of the 1st Series Debentures or balance of the Unit Nominal Value of the 1st Series Debentures and/ or the Unit Nominal Value of the 2nd Series Debentures or balance of the Nominal Unit Value balance of the 2nd Series Debentures, as the case may be, limited to 98% (ninety-eight percent) of the Nominal Unit Value or of the Nominal Unit Value balance of the 1st Series Debentures and/ or of the Nominal Unit Value or balance of the Nominal Value Unit of the 2nd Series Debentures, as the case may be, plus (i) the 1st Series Remuneration and/ or the 2nd Series Remuneration, as the case may be, calculated *pro rata temporis* from the respective First Payment Date or from the respective Payment Date of the Immediately previous remuneration, whichever occurs last, up to the Extraordinary Amortization Date (as may be defined in the Deed of Issuance) ("Extraordinary Amortization Amount"); and (ii) the premium on the Extraordinary Amortization Amount, calculated according to the formula to be described in the Deed of Issuance, in the percentage of 0.30% (thirty hundredths) per year for the remaining average term; **(n) Early Redemption Offer:** the Company may, at its sole discretion and at any time, make an early redemption offer, partial or total, of the 1st Series Debentures and/ or the 2nd

Series Debentures, with the consequent cancellation of the recovered Debentures, which will be mandatorily addressed to all Debenture Holders, without distinction, ensuring equal conditions to accept the offer of early redemption of the Debentures of which they hold, as the case may be, in accordance with the terms and conditions to be provided for in the Deed of Issuance ("Early Redemption Offer"); **(o) Mandatory Early Redemption:** the Company must, within 10 (ten) Business Days of completion of the Transaction (as defined in the Deed of Issuance), obtain a new rating for the Issuance with the Risk Rating Agency (as to be defined in the Deed of Issuance) ("Rating After the Transaction"). The Company must inform the Fiduciary Agent of the Rating After the Transaction on the same date it was obtained. In the event of a downgrade of the rating of the Issuance, that is, if the Rating After the Transaction is lower than the rating assigned to the Issuance by the Risk Rating Agency, in effect on the date immediately prior to the conclusion of the Transaction, the Company must perform the early redemption of the all Debentures, within 5 (five) Business Days from the date of obtaining the Rating After the Transaction. There will be no mandatory partial early redemption of the Debentures. Upon the Mandatory Early Redemption, Debenture Holders will be entitled to the payment of the Unit Nominal Value or the balance of the Unit Nominal Value of the 1st Series Debentures and the Unit Nominal Value or the balance of the Unit Nominal Value of the 2nd Series Debentures, as the case may be, plus (i) the 1st Series Remuneration or the 2nd Series Remuneration, as the case may be, calculated *pro rata temporis* since the respective First Payment Date or since the respective Remuneration Payment Date immediately preceding, whichever occurs last, up to the Mandatory Early Redemption Date ("Mandatory Early Redemption Amount"); (ii) Arrears Charges (as defined in the Deed of Issuance) due and not paid until the date of said redemption, if applicable; and (iii) the premium levied on the Mandatory Early Redemption Amount, calculated according to the formula to be described in the Deed of Issuance, in the percentage of 0.30% (thirty hundredths) per year for the remaining average term; **(p) Early Maturity:** the Company's obligations to be provided for in the Deed of Issuance may be declared in advance due in the cases to be formally indicated in the Deed of Issuance; **(q) Guarantees:** the Debentures will have a personal guarantee in the form of a surety, to be granted, irrevocably and irreversibly, by Unidas S.A., as guarantee of the faithful and punctual payment of the Debentures, obligating itself as guarantor and principal payer for the payment of all amounts due under the Issue, which will be formalized in the Deed of Issuance, with express waiver of the benefits of order, rights and powers of exoneration of any nature provided for in articles 277, 333, sole paragraph, 364, 366, 368, 821, 824, 827, 834, 835, 836, 837, 838 and 839, all of Law No. 10.406, of January 10, 2002, as amended, and in articles 130, 131 and 794 of Law No. 13.105, of March 16, 2015, as amended; and **(r) Other Conditions:** all other conditions and specific rules related to the Issue will be dealt with in detail in the Deed of Issuance.

5.1. Authorize the granting of the Guarantee by Unidas, under the terms to be provided for in the Deed of Issuance.

5.2. Authorize the Company's Board of Officers to perform all related acts that may be necessary to carry out the resolutions described in items 5.1 and 5.2 above, including: (a) negotiating all terms and conditions that may be applicable to the Issuance and the Guarantee, including with regard to the contracting of the Debentures' distribution and trading systems in the primary and secondary markets and, among others, of the following service providers, which may establish their fees: (i) financial institutions authorized to operate in the capital market to structure and coordinate the Offer; (ii) liquidating bank; (iii) bookkeeper; (iv) fiduciary agent; (v) legal advisors and (vi) risk rating agency; (b) perform all acts and sign all documents of the Restricted Offer; (c) sign, *inter alia*, including using the constitution of attorneys-in-fact with specific powers to comply with this resolution: (i) the Deed of Issuance and any amendments thereto, including to reflect the result of Bookbuilding Procedure; (iii) any other documents that are necessary to carry out the resolutions taken above.

5.3. Ratify all acts already performed by the Company's Board of Officers related to previous resolutions.

6. CLOSING: There being no further business to discuss and there being no other manifestations, the present meeting was closed and these minutes were drawn up, which, after being read and approved, were signed by all. Chairman: Luis Fernando Memoria Porto. Secretary: Marco Túlio de Carvalho Oliveira. Members: Sérgio Augusto Guerra de Resende, Luis Fernando Memória Porto, Dirley Pingnatti Ricci, Solange Sobral Targa, Eduardo Luiz Wurzman and Lee Richard Kaplan.]

Is an exact copy of the original document drawn up in the Board of Directors' Meeting Minutes Record Book filed at the Company's headquarters.

Belo Horizonte/MG, April 30, 2021.

Luis Fernando Memoria Porto
Chairman

[Marco Túlio de Carvalho Oliveira
Secretary