

ATACADÃO S.A.

CNPJ/ME nº 75.315.333/0001-09

NIRE 35.300.043.154

MINUTE OF THE BOARD OF DIRECTORS' MEETING HELD ON JULY 29, 2022

- 1. Date, Time and Venue:** The member of the Board of Directors of Atacadão S.A. ("Company") met, remotely, in July 29, 2022, at 10:00 a.m.
- 2. Attendance:** All members of the Board of Directors were present, participating through video conference, conference call and/or duly constituted representative.
- 3. Presiding:** Chairman: Alexandre Pierre Alain Bompard; Secretary: Ana Luísa Fagundes Rovai Hieaux.
- 4. Agenda:** To resolve on the following matters: **(1)** approval of the terms and conditions of the 4th (fourth) issuance of simple, unsecured debentures, not convertible into shares, in up to three (3) series, for private placement, of the company ("Issuance" and "Debentures", respectively), initially, in the total amount of R\$1.500.000.000,00 (one billion and five hundred million reais) which is part of the context of a securitization operation of agribusiness receivables that may result in the issuance of agribusiness receivables certificates object of the 1st (first) series ("1st Series CRA"), of the 2nd (second) series ("2nd Series CRA") and the 3rd (third) series ("3rd Series CRA", and, together with 1st Series CRA and 2nd Series CRA, "CRA") of the 76th (seventy sixth) issuance of the VERT Companhia Securitizadora ("Securitization Company" or "Debenture Holder" e "Securitization Operation", respectively), initially, in the total amount of R\$1.500.000.000,00 (one billion and five hundred million reais), noting that the amount of CRA initially offered may be increased by up to 20% (twenty percent) according to the demand of the investors as a result of the exercise, total or partial, of the additional lot option within the CRA issuance; and **(2)** authorization to the Executive Officers and others company legal representatives for them to perform all acts and adopt all necessary measures to formalize the issuance and securitization transaction, in accordance with the parameters described above, but not limited to, the contracting of institutions and any other service providers related to the Issuance and Securitization, and the performance of any and all acts necessary for the execution of the Issuance and the Securitization Transaction, as well as ratifying the acts already performed by the executive board in this regard, as applicable.
- 5. Resolutions:** After analysis and discussions, the attending Board members, unanimous and with no restrictions, approved based on the recommendations of the Audit Committee:
 - (1)** authorize the Issuance with the following characteristics and conditions (not exhaustive), which will be detailed and regulated by the "*Private Instrument of Deed of the 4th (Fourth) Issuance, Unsecured Debentures, Not Convertible into*

Shares, in up to Three (3) Series, for Private Placement, of Atacadão S.A.” (“Indenture”) and its occasional amendments to be made between the Company and the Securitization Company.

- (a) **Total Amount of the Issuance**: the total amount of the Issuance will be of R\$1.500.000.000,00 (one billion five hundred million reais) on the issuance date (as defined below), noting that the total amount of the issuance may be increased if the additional lot option is exercised within the scope of the issuance of the CRA, in accordance with paragraph 2, clause 14, of the Brazilian Securities and Exchange Commission (“CVM”) Instruction No. 400, of December 29, 2003, as amended (“CVM Instruction 400”), according to the demand verified in the Bookbuilding Procedure (as defined below) of the CRA (“Over-Allotment Option”), under the terms set out in the Indenture (“Total Amount of the Issuance”).
- (b) **Unit Par Value**: the unit par value of Debentures will be R\$1.000,00 (one Thousand reais), on the Issuance Date (as defined below) (“Unit Par Value”). The Unit Par Value may be increased or decreased, as the case may be, by premium or discount, only by mutual agreement between the Securitization Company and the Company, using 8 (eight) decimal places, without rounding, and, if applicable, the premium or discount, as the case may be, will be the same for all Debentures subscribed on the same date.
- (c) **Issuance date**: for all legal purposes and effects, the issuance date will be August 12, 2022 (“Issuance Date”).
- (d) **Issuance Number**: this issuance represents the 4th Issuance of Debenture of the Company.
- (e) **Number of Series**: The issuance will be carried out in up to 3 (three) series. The amount of Debentures that shall be allocated in each of the series will be defined after the conclusion of the CRA Bookbuilding Procedure, provided that, the placement of the Debentures among the series provided for in the Indenture will take place in the Communicating Vessels System. The amount of Debentures that shall be allocated in each series will be subject to an amendment to the Indenture, without the need for corporate approval of the Company and/or the Securitization Company.
- (f) **Debentures amount**: up to 1.500.000 (one million five hundred Thousand) Debentures shall be issued under up to three (3) series, and the amount of Debentures may be increased, subject to the Over-Allotment Option. The number of Debentures to be allocated as 1st

series debentures ("1st Series Debentures"), as 2nd series debentures ("2nd Series Debentures") and as 3rd series debentures ("3rd Series Debentures", observed that all references to "Debentures" must be understood as a reference to the 1st Series Debentures, the 2nd Series Debentures and the 3rd Series Debentures, all together), as well as the existence of each one of the series, will be determined through the CRA Bookbuilding Procedure, respecting the Communicating Vassels System, noting that the effective issuance of the respective series and the final amount of Debentures allocated, per series, will be formalized by an amendment to the Indenture, without need of corporate approval of the Company and/or the Securitization Company.

- (g) **CRA Bookbuilding Procedure**: The issuance will be aimed at the formation of agribusiness credit rights that will form the basis for the public offering of CRAs. Within the scope of the CRAs' public offering, the procedure for collecting investment intentions from potential investor in the CRAs will be adopted, organized by the coordinators intermediary institutions of the public offering of the CRAs, pursuant to article 23, paragraph 1 and 2, and articles 44 and 45 of CVM Instruction 400 ("CRA Bookbuilding Procedure"), of which only the investment intentions of institutional investors will be consider for: (i) CRAs demand, in order to define the quantity, as well as the placement of each of the series; (ii) the allocation of CRAs in each of the series, according to the Communicating Vessels System; and (iii) the final rate for remuneration of the CRAs. After the CRA Bookbuilding Procedure and before the first Payment Date of the respective series, the Indenture must be amended to formalize the final amount of Debentures to be effectively issued in each series of debentures and, consequently, the Total Amount of the Issuance.
- (h) **Type and Form of the Debentures**: the Debentures will be issued under the nominative form and book-entry, without the issuance of vouchers or certificates.
- (i) **Proof of Ownership of the Debentures**: the Company undertakes the obligation to promote the registration of the Securitization Company in the "*Normative Debentures Registry Book*", within a period not exceeding 3 (three) Business Days (as defined below) from the execution of the Debenture subscription bulletin attached to the issuance indenture and, within the scope of any subsequent transfer of Debentures, the registration of the respective holder in the "*Debentures Unit Face Record Book*" must be carried out by the company within a period not exceeding 3 (three) Business Day from the respective transfer.

- (j) **Convertibility**: The Debentures will be simple, which means, not convertible into shares issued by the Company.
- (k) **Type**: the Debentures shall be unsecured, pursuant to article 58, caput, of Law No. 6,404, of December 15th, 1976, as amended ("Brazilian Company Law"), not having a real or personal guarantee, or any segregation of assets of the Company as a guarantee to the Securitization Company in case of need for judicial or extrajudicial execution of the Company's obligations arising from the Debentures and the Indenture, not granting any privilege, special or general, to the Securitization Company.
- (l) **Payment Conditions**: The Debentures shall be paid up in cash, in local currency, at the price corresponding to the Payment Price of the CRAs (as defined in the Securitization Term, as defined below), less all expenses foreseen in the Securitization Term, including, but not limited to, all expenses of the execution of the offering and the constitution of the expense fund (as defined in the Securitization Term) ("Debentures Payment Price") within one (1) Business Day from the CRAs payment date, after receipt by the Securitization Company, of the funds arising from the payment of the CRA, through Express Wire Transfer (TED) or any other type of payment approved by Brazilian Central Bank, to the free movement account to be indicate by the Company. Without prejudice to the period of one (1) Business Day from the CRAs payment date for the transfer of funds established herein, the same CRAs payment date will be considered as the Debentures payment date ("Payment Date").
- (m) **Term and Maturity Date**: except for the cases of an Event of Early Maturity (as defined below) and/or early redemption of all the Debentures, under the terms set forth in the Indenture, the 1st Series Debentures will have a duration of 1,463 (one thousand, four hundred and sixty-three)) days from the Issuance Date, thus expiring in August 14, 2026 ("1st Series Debentures Maturity Date"), the 2nd Series Debentures will have a duration of 1,827 (one thousand, eight hundred and twenty-seven) days from the Issuance Date, thus expiring in August 13, 2027 ("2nd Series Debentures Maturity Date") and the 3rd Series Debentures will have a duration of 1,827 (one thousand, eight hundred and twenty-seven) days from the Issuance Date, thus expiring in August 13, 2027 ("3rd Series Debentures Maturity Date", together with the 1st Series Debentures Maturity Date and the 2nd Series Debentures Maturity Date, "Debentures Maturing Date").
- (n) **Subscription Price and Payment Form**: The payment of the Debentures shall be made at the Debentures Payment Price on the

Debentures Payment Date. The Debentures will be subscribed by the Securitization Company upon the execution of the subscription bulletin, on the execution date of the Securitization Term, substantially in accordance with the model attached to the Indenture.

- (o) **Monetary Restatement of 1st Series Debentures and 2nd Series Debentures**: the 1st Series Debentures and the 2nd Series Debentures will not be monetarily restated.
- (p) **3rd Series Debentures Monetary Restatement**: The 3rd Series Debentures Unit Par Value will be updated, from the first 3rd Series Debenture Payment Date until the effective payment date, using the accumulated variation of the Extended National Consumer Price Index – IPCA, determined and published by Brazilian Institute of Geography and Statistics – IBGE (“Debenture Monetary Restatement”, respectively) calculated *pro rata temporis* per Business Days elapsed, with the product of monetary restatement of the 3rd Series Debentures automatically incorporated into the Unit Par Value (“Unit Par Value Restated of the 3rd Series Debentures”) according to the formula provided by the Indenture.
- (q) **1st Series Debentures Remuneration**: over the Unit Par Value of the 1st Series of Debentures or the balance of Unit Par Value of the 1st Series of Debentures will be imposed interests corresponding to the accumulated variation of 100% (one hundred percent) of the average daily rates of DI – Interbank Deposits of one day, “over extra group”, expressed as a percentage per year, based on 252 (two hundred and fifty-two) Business Days (“DI Rate”), calculated and published daily by B3 SA – Brasil, Bolsa, Balcão (“B3”), in the daily newsletter available at its website (<http://www.b3.com.br>), exponentially increased by a spread to be determined in accordance with the Bookbuilding Procedure, in any case, limited to 0.55% (zero point fifty-five percent), based on 252 (two hundred and fifty-two) Business Days from the first 1st Series Debentures Payment or the last Remuneration Payment Date of 1st Series Debentures until the effective payment date (“1st Series Remuneration Interest”). The 1st Series Remuneration Interest will be calculated according to the formula provided by the Indenture.
- (r) **2nd Series Debentures Remuneration**: over the Unit Par Value of the 2nd Series of Debentures or the balance of Unit Par Value of the 2nd Series of Debentures will be imposed interests corresponding to the accumulated variation of 100% (one hundred percent) of DI Rate, exponentially increased by a spread to be determined in accordance with the Bookbuilding Procedure, in any case, limited to 0,60% (zero point sixty percent), based on 252 (two hundred and fifty-two) Business Days

from the first 2nd Series Debentures Payment or the last Remuneration Payment Date of 2nd Series Debentures until the effective payment date ("2nd Series Remuneration Interest"). The 2nd Series Remuneration Interest will be calculated according to the formula provided by the Indenture.

- (s) **3rd Series Debentures Remuneration**: over the Unit Par Value Restated of the 3rd Series Debentures or the balance of the Unit Par Value Restated of the 3rd Series Debentures will be imposed interests corresponding to a specific percentage, to be defined according to the Bookbuilding Procedure, being such percentage limited to the highest between: (i) 6.10% (six point ten percent), per year based on 252 (two hundred and fifty-two) Business Days, or (ii) the treasury internal rate of return IPCA+ semi-annual interest (NTN-B), maturing in May 15, 2027, as per the rates at the closing of the Business Day immediately previous to the CRA Bookbuilding Procedure, disclosed by the Associação Brasileira das Entidades dos Mercados Financeiros e de Capitais (ANBIMA) on its website (www.anbima.com.br), exponentially increased by a spread of 0.45% (zero point forty-five percent), per year based on 252 (two hundred and fifty-two) Business Days from the first 3rd Series Debentures Payment Date or the last Remuneration Payment Date of 3rd Series Debentures until the effective payment date ("3rd Series Remuneration Interest", together with 1st Series Remuneration Interest and 2nd Series Remuneration Interest, "Remuneration"). The 3rd Series Remuneration Interest will be calculated according to the formula provided by the Indenture.
- (t) **Capitalization Period**: for purposes of calculation of the Remuneration, the "Capitalization Period" means the time leaps in Business Days that begins: (i) on the first Payment Date of the corresponding series of Debentures (including), ending on the first Remuneration Payment Date (excluding); and (ii) on the Remuneration Payment Date of the Debentures immediately preceding (including), in the case of the other Capitalization Periods, and ends on the Remuneration Payment Date of the corresponding period (excluding). Each Capitalization Period succeed the last one, without continuity solution, until the Maturity Date or the Debentures withdraw date.
- (u) **Remuneration Payment Date**: the Remuneration of the Debentures will be paid according to the payment schedule attached to the Indenture, from the Issuance Date until the Maturity Date of the Debentures or on the early settlement date resulting from an early maturity, Early Redemption Offer (as defined below) and/or Optional Early Redemption by Tax Event of the Debentures (as defined below) (each one, one "Remuneration Payment Date").

- (v) **Debentures Amortization Schedule**: regardless of the payments due to Early Maturity or Early Redemption of the Debentures, provided by the Indenture, the Unit Par Value Restated of the 3rd Series Debentures, the Unit Par Value of the 1st Series Debentures and the Unit Par Value of the 2nd Series Debentures will be paid on the Maturity Date of the Debentures, as appropriate.
- (w) **Extension of Deadlines**: the deadlines referring to the payment of any obligation established in the Indenture until the first subsequent Business Day will be considered automatically extended if the maturity coincides with a day in which there is no banking business in the City of São Paulo, State of São Paulo, without any addition to the amounts payable. By purposes of the Indenture, Business Days are defined as (i) with respect to any pecuniary obligation, including for the purposes, of the respective calculation, any day that is not Saturday, Sunday or national declared holiday. (ii) with respect to any non-pecuniary obligation provided in the Indenture, any day on which the commercial banks of São Paulo city are open, still disregarding Saturday, Sunday and national declared holidays.
- (x) **Scheduled Renegotiation**: the Debentures will not be subject to scheduled renegotiation.
- (y) **Risk Rating**: no risk rating agency will be hired within the scope of the offer to assign a rating to the Debentures.
- (z) **Preference Rights**: no preference rights will be granted to the current shareholders of the Company regarding the subscription of the Debentures.
- (aa) **Total Early Mandatory Redemption**: the Company shall carry out the early mandatory redemption of all Debentures, including all the Series, without the need of prior consent from the Debenture Holder (as defined in the Indenture), if the Company becomes a private held corporation, under the terms of the applicable legislation, within 3 (three) Business Days from the date in which the Company becomes a private held corporation ("1st Series Early Mandatory Redemption", "2nd Series Early Mandatory Redemption" and "3rd Series Mandatory Early Redemption", and, together, the "Early Mandatory Redemption"). The partial early redemption of the Debentures of any of the series will not be allowed. The operation of the Early Mandatory Redemption will be provided by the Indenture.
- (bb) **Early Optional Redemption**: the Company may, for the 1st Series

Debentures, as of August 15, 2024 (excluding), for the 2nd Series Debentures, as of August 15, 2025 (excluding), and for 3rd Series Debentures, as of August 15, 2025 (excluding), without the need of prior consent from the Debenture Holder, as the case may be, as long as all the 1st Series Debentures, the 2nd Series Debentures and 3rd Series Debentures, as the case may be, are redeemed on the same date ("Early Optional Redemption of the 1st Series", "Early Optional Redemption of the 2nd Series" and "Early Optional Redemption of the 3rd Series", and, together, "Early Optional Redemption"). The partial early optional redemption of the Debentures of any of the series will not be allowed. The operation of the Early Optional Redemption will be provided by the Indenture.

(cc) Early Redemption by Tax Event: the Company may, at any time, in the event of being demanded to make a withholding, a deduction or a payment referring to the addition of taxes and/or fees under the terms of the Indenture, carry out the optional early redemption of all the debentures, with the consequent cancellation of such Debentures, by sending a direct communication to the Securitization Company, with a copy to the Fiduciary Agent of the CRAs, under the terms of the Indenture, at least 5 (five) Business Days prior to the redemption date, carry out the Debentures total early redemption ("Optional Early Redemption by Tax Event"). The optional early redemption operation for a tax event will be carried out as provided in the Indenture.

(dd) Early Redemption Offer: the Company may, at any time, make an early redemption offer for all 1st Series Debentures, the 2nd Series Debentures and 3rd Series Debentures, jointly or individually, addressed to the Securitization Company and to the Fiduciary Agent of the CRA, the Securitization Company may or may not accept the redemption of the Debentures held by it, in accordance with the manifestation of adherence to the early redemption offer by the CRA holders, as established in the Securitization Term ("Early Redemption Offer"). The early redemption offer operation will be carried out as provided in the Indenture.

(ee) Optional Extraordinary Amortization: The Company may, for the 1st Series Debentures, as of August 15, 2024 (excluding), for the 2nd Series Debentures, as of August 15, 2025 (excluding), and for 3rd Series Debentures, as of August 15, 2025 (excluding), at its sole discretion, carry out the optional extraordinary amortization, limited to 98% (ninety-eight percent) of the Unit Par Value or the balance of the Unit Par Value, as the case may be ("Early Amortization Percentage"), of the Debentures of one or more series without the need of prior consent of the Debenture Holders of the corresponding series. The optional

extraordinary amortization operation will be carried out as provided in the Indenture.

(ff) Early Maturity: subject to the provisions of the Indenture, the Debenture Holders must declare in advance the obligations arising from the Debentures for certain events occurrence verification, according to the Indenture, and demand the immediate payment, by the Company, of the outstanding amount of all the Debentures, the Unit Par Value Restated or the balance of the Unit Par Value Restated, increased by the Remuneration applicable, calculated *pro rata temporis*, from the first Payment Date of the corresponding series or from the Remuneration Payment Date of the Debentures immediately prior, as well as any other amount due by the Company regarding the Debentures, according to the Indenture ("Event of Early Maturity").

(gg) Resources Destination: the net resources obtained by the Company with the Issuance will be used entirely and exclusively for the acquisition of *in natura* agricultural products, within the scope of the commercial relations maintained by the Company with rural producers, pursuant to article 23 of Law No. 11.076, of December 30, 2004, as amended, and article 2 of Attachment II of CVM Resolution No. 60, of December 23, 2021, as amended.

(hh) Binding to the issuance of the CRA: the Debentures represents agribusiness credit rights and shall be linked to the CRA through the "*Securitization Term of Agribusiness Credit Rights to the Issuance of Agribusiness Receivables, in up to Three (3) Series of the 76th (Seventy-Sixth) Issuance of Vert Companhia Securitizadora Collateralized by Agribusiness Credit Rights Due by Atacadão S.A.*" ("Securitization Term").

(ii) Other Conditions: all the other terms and conditions related to the Issuance and Debentures are detailed in the Indenture.

(2) Authorize the Executive Officers of the Company to discuss, negotiate and execute all the instruments related to the Issuance and the Securitization Operation, accordingly to the conditions expressed above, including, but not limited, to the contract the financial institutions and any other service providers related to the Issuance and the Securitization Operation, and the performance of any and all acts needed to the assure the effectiveness of the Issuance and the Securitization Operation, as well as confirm the measures already taken by the Executive Officers in this matters, if applicable.

(3) In addition, and in relation to the topics approved by the Board of Directors at this meeting as per the items above, the members of the Board of Directors of

the Company have also instructed the Executive Officers to ensure that definitive contracts that have as their subject the topics above, reflect the general terms and conditions herein approved.

6. Closure and Signatures: Nothing else to discussed, the work was suspended for the drawing up of these minutes. After reopening the work, the present minutes was read and approved, having been signed by all attendees. Chairman: Alexandre Pierre Alain Bompard; Secretary: Ana Luísa Fagundes Rovai Hieaux. Members of the Board of Directors: Alexandre Pierre Alain Bompard, Abilio dos Santos Diniz, Laurent Charles René Vallée, Elodie Vanessa Ziegler Perthuisot, Patrice Phillipe Nogueira Baptista Etlin, Matthieu Dominique Marie Malige, Stéphane Samuel Maquaire, Claire Marie du Payrat, Jeromê Alexis Louis Nanty, Eduardo Pongrácz Rossi, Vânia Maria Lima Neves, Cláudia Filipa Henriques de Almeida e Silva Matos Sequeira and Alexandre Arie Szapiro. The Secretary ratified that it is an authentic summary of the minutes of the same date, written in the Minutes Registry, pursuant to article 130 of the Brazillian Corporate Law.

São Paulo, July 29, 2022.

Ana Luísa Fagundes Rovai Hieaux
Secretary