

**INSTRUMENT OF ADHESION OF REORGANIZATION CREDITORS TO THE
AMERICANAS GROUP'S RESOLUTION PROPOSAL No. 001/2024**

The creditors listed in **Exhibit I** ("Adhering Creditors"), under the terms of the judicial reorganization plan of AMERICANAS S.A. – UNDER JUDICIAL REORGANIZATION, B2W DIGITAL LUX S.À.R.L. – UNDER JUDICIAL REORGANIZATION, JSM GLOBAL S.À.R.L – UNDER JUDICIAL REORGANIZATION, and ST IMPORTAÇÕES LTDA. – UNDER JUDICIAL REORGANIZATION (collectively "Americanas Group" or "Companies Under Reorganization"), approved at the Creditor's Meeting held on 12/19/2023, and confirmed on 02/26/2024 ("Plan"), in the case records of proceeding no. 0803087-20.2023.8.19.0001, in course before the 4th Business Court of the Judicial District of Rio de Janeiro/RJ ("Judicial Reorganization" and "Judicial Reorganization Court", respectively), in compliance with the proposal of the Companies Under Reorganization to modify, alter, and clarify certain deadlines and obligations set out in their Plan ("Resolution Proposal"), **sign** this instrument and exhibits hereto ("Instrument of Adhesion to the Resolution Proposal" or "Instrument of Adhesion") as holders of more than half the amount of the Reorganization Claims listed in the List of Creditors of the Americanas Group, according to the quorum for resolution set out in **Exhibit II**, and hereby irrevocably and irreversibly **resolve, approve, and register**, for all legal purposes and effects, based on Section 10.1.1 of the Plan, and in lieu of the Creditors' Meeting provided for in Section 10.1 of the Plan, the following changes in the Plan: **(1)** amendment to Sections 4.1.4, 6.2.6.2, 6.2.6.3, 6.2.6.3.1(h), 6.2.6.3.2(i), 6.2.6.3.3(h), 6.2.6.3.4(i), 6.2.12, 7.1, 7.2.1, 7.3, 7.3.1, 7.3.2, 7.3.3, e 7.3.5 of the Plan; **(2)** inclusion of Sections 5.1.7.1, 5.1.7.2, 6.2.6.3-A, 6.2.6.3-B, 6.2.6.3-C, 6.2.6.3-C.1, 6.2.6.3-C.2, 6.2.6.3-C.3, 6.2.6.3-C.4, 6.2.6.3-D, 6.2.6.3-E, 6.2.12.1, 6.2.12.2, 6.2.12.3 in the Plan; **(3)** amendment to the defined terms in Sections 1.1.75, 1.1.83, 1.1.125, 1.1.159, and 1.1.160 of the Plan, and inclusion of new defined terms; **(4)** replacement of Exhibit 6.2.6.3 of the Plan with Exhibits 6.2.6.3(i) and 6.2.6.3(ii), according to drafts in Exhibit 3.8 of the Resolution Proposal; and **(5)** replacement of Exhibits 4.1.4, 7.2.1(i), 7.2.1(ii), 7.2.1(iii), and 7.2.1(iv) of the Plan with the documents in Exhibits 3.6, 3.7(i)-A and 3.7(i)-B, 3.7(ii), 3.7(iii), and 3.7(iv), respectively ("Resolutions"), which shall be implemented as set out in the Resolution Proposal in **Exhibit III**.

As a result of the Resolutions, the Plan of Americanas Group becomes fully and immediately effective for the Adhering Creditors with the agreed and restated wording contained in Exhibit 4.1 to the Resolution Proposal ("Restated Plan"), and the Adhering Creditors hereby and herein **authorize** the Companies Under Reorganization to take the necessary measures to implement the Restated Plan, without prejudice to its subsequent approval by the Judicial Reorganization Court.

The Resolution Proposal will become effective as of the date of execution of this Instrument of Adhesion to the Resolution Proposal by the Americanas Group and the Adhering Creditors, and it will be binding on the Americanas Group and its Reorganization Creditors, without prejudice to the subsequent approval of the Restated Plan by the Judicial Reorganization Court, as well as, and in all cases, on their respective successors and/or assigns on any account.

The Companies Under Reorganization and the Adhering Creditors elect the Docusign platform as an electronic signature provider and hereby recognize the suitability and validity of its identity checking system, as well as the unrestricted validity of electronic signatures placed on such platform, even if not signed by using a certifier accredited by the Brazilian Public Key Infrastructure (ICP-Brasil), and the electronic signatures placed on such a platform will be deemed valid and binding pursuant to article 10, paragraph 2 of Provisional Measure (MP) No. 2200-2/2001, article 6 of Decree 10.278/2020, and article 784, paragraph 4 of Law No. 13.105/2015, as amended by Law No. 14.620/2023.

Rio de Janeiro, July 16, 2024.

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(Signatures on Following Pages)

Signature page of the Instrument of Adhesion of Reorganization Creditors to the Americanas Group's Resolution Proposal No. 001/2024

By the Adhering Creditors:

BANCO BRADESCO S.A.

Name: Rodrigo Catani Dutra Rodrigues
Individual Taxpayer ID (CPF): 350.251.698-79

Name: Alexandre Pinho Menezes
CPF: 172.591.228-70

ITAÚ UNIBANCO S.A.

Name: Rosana Caboatan
CPF: 114.292.828-43

Name: Fernando do Carmo Peres Toledo
CPF: 083.803.988-07

ITAÚ UNIBANCO S.A. NASSAU BRANCH

Name: Rosana Caboatan
CPF: 114.292.828-43

Name: Fernando do Carmo Peres Toledo
CPF: 083.803.988-07

BANCO SANTANDER (BRASIL) S.A.

Name: Eliana Dozol
CPF: 277.460.768-07

Name: João Guilherme Bertti Targino
CPF: 325.129.948-48

BANCO BTG PACTUAL S.A.

Name: Felipe Andreu Silva
CPF: 364.667.688-48

Name: Marcos Puglisi de Assumpção Filho
CPF: 303.501.448-50

BTG PACTUAL SEGUROS S.A.

Name: Felipe Andreu Silva
CPF: 364.667.688-48

Name: Marcos Puglisi de Assumpção Filho
CPF: 303.501.448-50

BANCO SAFRA S.A.

Name: Carlos Pelá
CPF: 102.539.598-02

Name: Américo D'Ambrosio Junior
CPF: 503.622.998-83

ITAÚ UNIBANCO ASSET MANAGEMENT LTDA.

Name: Gilberto Gornati
CPF: 337.678.678-00

BTG PACTUAL ASSET MANAGEMENT DTVM S.A.

Name: Felipe Andreu Silva
CPF: 364.667.688-48

Name: Marcos Puglisi de Assumpção Filho
CPF: 303.501.448-50

By the Companies Under Reorganization:

AMERICANAS S.A. – UNDER JUDICIAL REORGANIZATION

Name: Leonardo Coelho Pereira

CPF: 554.806.591-20

Title: Chief Executive Officer

Name: Camille Loyo Faria

CPF: 016.748.137-16

Title: Chief Financial Officer

ST IMPORTACOES LTDA. – UNDER JUDICIAL REORGANIZATION

Name: Leonardo Coelho Pereira

CPF: 554.806.591-20

Title: Chief Executive Officer

Name: Camille Loyo Faria

CPF: 016.748.137-16

Title: Chief Financial Officer

B2W DIGITAL LUX S.À.R.L. – UNDER JUDICIAL REORGANIZATION

Name: Leonardo Coelho Pereira

CPF: 554.806.591-20

Title: Chief Executive Officer

Name: Camille Loyo Faria

CPF: 016.748.137-16

Title: Chief Financial Officer

JSM GLOBAL S.À.R.L. – UNDER JUDICIAL REORGANIZATION

Name: Leonardo Coelho Pereira

CPF: 554.806.591-20

Title: Chief Executive Officer

Name: Camille Loyo Faria

CPF: 016.748.137-16

Title: Chief Financial Officer

**Exhibit I to the Instrument of Adhesion of Reorganization Creditors to the
Americanas Group's
Resolution Proposal – Identification of the Adhering Creditors**

- (i) **BANCO BRADESCO S.A.**, an entity governed by private law enrolled with the National Corporate Taxpayers' Register of the Ministry of Finance (CNPJ/MF) under number 60.746.948/0001-12, with its principal place of business in Núcleo Cidade de Deus, District of Vila Yara, in the City of Osasco, State of São Paulo, Postal Code 06029-900 ("Bradesco");
- (ii) **ITAÚ UNIBANCO S.A.**, a legal entity governed by private law enrolled with the CNPJ/MF under number 60.701.190/0001-04, with its principal place of business at Praça Alfredo Egydio de Souza Aranha, No. 100, Torre Olavo Setubal, Parque Jabaquara, in the City of São Paulo, State of São Paulo, Postal Code 04344-902 ("Itaú");
- (iii) **ITAÚ UNIBANCO S.A. NASSAU BRANCH**, a foreign branch of Banco Itaú duly authorized by the Central Bank of Brazil, with its principal place of business in the City of Nassau, Bahamas, at 31B, Annex Building, 2nd floor, East Bay Street, P.O. Box N-3930 ("Itaú Nassau");
- (iv) **BANCO SANTANDER (BRASIL) S.A.**, a legal entity governed by private law enrolled with the CNPJ/MF under number 90.400.888/0001-42, with its principal place of business at Avenida Presidente Juscelino Kubitschek, 2235, 23rd floor, Vila Olímpia, in the City of São Paulo, State of São Paulo, Postal Code 04543- ("Santander");
- (v) **BANCO BTG PACTUAL S.A.**, a legal entity governed by private law enrolled with the CNPJ/MF under number 30.306.294/0001-45, with its principal place of business at Avenida Brigadeiro Faria Lima, No. 3477, 14th floor, Itaim Bibi, in the City of São Paulo, State of São Paulo, Postal Code 04538-133 ("Banco BTG");
- (vi) **BTG PACTUAL SEGUROS S.A.**, a legal entity governed by private law enrolled with the CNPJ/MF under number 32.724.962/0001-80, with its principal place of business at Avenida Brigadeiro Faria Lima, No. 3477, 14th floor, Itaim Bibi, in the City of São Paulo, State of São Paulo, Postal Code 04538-133 ("BTG Seguros");

- (vii) **BANCO SAFRA S.A.**, a financial institution enrolled with the CNPJ/MF under number 58.160.789/0001-28, with its principal place of business at Avenida Paulista, 2100, Cerqueira Cesar, in the City of São Paulo, State of São Paulo, Postal Code 01310-930 ("Banco Safra");
- (viii) **ITAÚ UNIBANCO ASSET MANAGEMENT LTDA.**, with its principal place of business at Av. Brigadeiro Faria Lima, No. 3500, 4th Floor, District of Itaim Bibi, in the City of São Paulo, State of São Paulo, enrolled with the CNPJ/MF under number 40.430.971/0001-96, herein represented by its attorney-in-fact, according to its articles of association and the private instrument of Power of Attorney granted on December 13, 2023, on behalf of the investment funds managed by it, namely: (i) **Special Renda Fixa Referenciado DI Fundo de Investimento**, enrolled with the CNPJ/MF under number 01.597.187/0001-15; (ii) **Itaú Wealth Master Renda Fixa Referenciado DI Fundo de Investimento**, enrolled with the CNPJ/MF under number 25.341.064/0001-87; (iii) **Itaú Renda Fixa Crédito Privado Master Active Fix Fundo de Investimento**, enrolled with the CNPJ/MF under number 06.066.907/0001-30; (iv) **Itaú Renda Fixa Crédito Privado Diferenciado Fundo de Investimento**, enrolled with the CNPJ/MF under number 10.264.255/0001-15; (v) **RT Endurance Multimercado Crédito Privado Fundo de Investimento**, enrolled with the CNPJ/MF under number 10.264.179/0001-48; (vi) **Top Renda Fixa Mix Crédito Privado Longo Prazo Fundo de Investimento**, enrolled with the CNPJ/MF under number 01.361.074/0001-16; (vii) **Itaú Renda Fixa Crédito Privado Diferenciado IQ Fundo de Investimento**, enrolled with the CNPJ/MF under number 28.851.713/0001-88; (viii) **RT Reliant Multimercado Crédito Privado Fundo de Investimento**, enrolled with the CNPJ/MF under number 11.419.555/0001-99; (ix) **Itaú Wealth IQ Master Renda Fixa Referenciado DI Fundo de Investimento**, enrolled with the CNPJ/MF under number 29.196.718/0001-87; (x) **RT Dragon Multimercado Crédito Privado Fundo de Investimento**, enrolled with the CNPJ/MF under number 29.232.970/0001-02; (xi) **Itaú Renda Fixa Crédito Privado Diferenciado II Fundo de Investimento**, enrolled with the CNPJ/MF under number 21.888.723/0001-49; (xii) **High Yield Master Fundo de Investimento Multimercado Crédito Privado**, enrolled with the CNPJ/MF under number 28.840.203/0001-05; (xiii) **Antarctica Fundo de Investimento Multimercado Crédito Privado**, enrolled with the CNPJ/MF under number 04.444.179/0001-27; (xiv) **RT Endowment Multimercado Crédito Privado Fundo de Investimento**, enrolled with the CNPJ/MF under number 97.532.711/0001-49; (xv) **Itaú IPCA Action Renda Fixa Longo Prazo Fundo de Investimento**, enrolled with the CNPJ/MF under number 40.881.921/0001-25; (xvi) **RT Endowment II Multimercado Crédito Privado Fundo de Investimento**, enrolled with the CNPJ/MF under number

38.111.943/0001-64; (xvii) **Fundo de Investimento Santiago Multimercado Crédito Privado**, enrolled with the CNPJ/MF under number 24.249.650/0001-33; (xviii) **IJC Crédito Privado Multimercado Fundo de Investimento** (formerly Itaú Solução Endowment II Crédito Privado Multimercado Fundo de Investimento), enrolled with the CNPJ/MF under number 39.560.944/0001-59; (xix) **Fundo Patrimonial Eliezer Max Fundo de Investimento Multimercado Crédito Privado Investimento no Exterior**, enrolled with the CNPJ/MF under number 32.223.797/0001-82; (xx) **Itaú Flexprev Crédito Privado Active Fix Renda Fixa Fundo de Investimento**, enrolled with the CNPJ/MF under number 30.593.140/0001-81; (xxi) **Itaú Flexprev High Yield Renda Fixa Crédito Privado**, enrolled with the CNPJ/MF under number 29.259.723/0001-91; (xxii) **Itaú Institucional Renda Fixa Active Fix Crédito Privado Master Fundo de Investimento**, enrolled with the CNPJ/MF under number 17.051.205/0001-07; and (xxiii) **Companhia Itaú de Capitalização - CIA ITAUCAP**, enrolled with the CNPJ/MF under number 23.025.711/0001-16 (all of them, collectively, "Itaú Asset"); and

- (ix) **BTG PACTUAL ASSET MANAGEMENT DTVM S.A.**, a company existing under the laws of the Federative Republic of Brazil, with its principal place of business at Praia de Botafogo, No. 501, 5th floor, Botafogo, in the City of Rio de Janeiro, State of Rio de Janeiro, enrolled with the CNPJ under number 30.306.294/0001-45, herein represented by its attorneys-in-fact, **Alice Mariani Saquy Soares e Marcos Puglisi de Assumpção Filho**, according to its bylaws and the private instrument of Power of Attorney granted on May 17, 2024, on behalf of the investment funds managed by it, namely: (1) **BTG Pactual Crédito Corporativo Previdência Fundo de Investimento Multimercado Crédito Privado**, CNPJ No. 21.336.440/0001-94, (2) **BTG Pactual Hedge II Fundo de Investimento Renda Fixa Crédito Privado**, CNPJ No. 52.319.866/0001-63, (3) **BTG Pactual Crédito Corporativo Fundo de Investimento Renda Fixa Crédito Privado**, CNPJ No. 14.557.317/0001-38, (4) **BTG Pactual ANS RF Fundo de Investimento Renda Fixa Crédito Privado**, CNPJ No. 22.232.878/0001-95, (5) **Itaú BTG Pactual Crédito Corporativo Previdência Renda Fixa Crédito Privado Fundo de Investimento Longo Prazo**, CNPJ No. 41.736.548/0001-81, (6) **Itaú BTG Pactual Corporativo Plus FIFE Prev Multimercado Fundo de Investimento Crédito Privado**, CNPJ No. 41.734.999/0001-80, (7) **BTG Pactual Hedge Fundo de Investimento Renda Fixa Crédito Privado** (formerly BTG Pactual Hedge Fundo de Investimento Multimercado), CNPJ No. 00.888.897/0001-31, (8) **BTG Pactual Discovery Fundo de Investimento Multimercado**, CNPJ No. 01.214.092/0001-75, (9) **Unimed Investcoop ANS V Fundo de Investimento Renda Fixa Crédito Privado**, CNPJ No. 35.001.422/0001-66, (10) **BTG Pactual Corporativo Plus**

FIFE Prev Fundo de Investimento Multimercado Crédito Privado (formerly BTG Pactual Corporativo Plus FIFE Prev Fundo de Investimento em Cotas de Fundos de Investimento Multimercado Crédito Privado), CNPJ No. 41.774.687/0001-08, (11) **BTGP X10 Master Fundo de Investimento Multimercado Longo Prazo**, CNPJ No. 42.847.364/0001-51, (12) **BTG Pactual Hedge Prev Fundo de Investimento Multimercado**, CNPJ No. 50.875.116/0001-42, (13) **BTG Pactual Crédito Corporativo Master III Fundo de Investimento Renda Fixa Crédito Privado**, CNPJ No. 50.874.219/0001-98, (14) **BTG Pactual Crédito Corporativo Plus Fundo de Investimento Multimercado Crédito Privado**, CNPJ No. 33.599.991/0001-20, (15) **BTG Pactual Multiestratégia Fundo de Investimento Multimercado**, CNPJ No. 51.576.136/0001-85, (16) **BTG Pactual Hedge Fundo Incentivado de Investimento em Infraestrutura Renda Fixa Crédito Privado**, CNPJ No. 51.697.128/0001-97, (17) **BTG Pactual Crédito Corporativo II Previdência Fundo de Investimento Multimercado Crédito Privado**, CNPJ No. 45.646.162/0001-30, (18) **BTG Pactual Absoluto LS Master Fundo de Investimento em Ações**, CNPJ No. 14.816.895/0001-41, (19) **BTG Pactual Absoluto LS Master Fundo de Investimento Multimercado**, CNPJ No. 37.967.588/0001-67, (20) **BTG Pactual Absoluto LS Master Previdência Fundo de Investimento Multimercado**, CNPJ No. 37.927.544/0001-03, (21) **BTG Pactual Absoluto LS B Prev Fife Fundo de Investimento Multimercado Crédito Privado**, CNPJ No. 42.888.058/0001-63, (22) **BTG Pactual ARF Equities Brasil Fundo de Investimento de Ações Investimento no Exterior**, CNPJ No. 28.462.461/0001-03, and on behalf of foreign investment funds, for which it acts as investment manager, (23) **BTG Pactual SICAV – Latin American Corporate Debt Fund**, a foreign entity registered as Variable Capital Pooled Open-Ended Investment Vehicle (“SICAV”), organized under the laws of Luxembourg under number B155870, on October 8, 2010, with the Commercial and Business Register of Luxembourg, and (24) **BTG Pactual International Portfolio Funds SPC** (by its **Segregated Portfolio Z** and by its **Segregated Portfolio Y**), an investment fund organized as a segregated portfolio company by shares under the laws of the Cayman Islands under number OG-231871 (all of them, jointly, “BTG Asset”).

**Exhibit II to the Instrument of Adhesion of Reorganization Creditors to the
Americanas Group's
Resolution Proposal – Quorum for Approval**

A. Adhering Creditors	Reorganization Claim
1. BANCO BRADESCO S.A.	R\$5,130,401,262.31
2. ITAÚ UNIBANCO S.A.	R\$2,781,883,383.77
3. ITAÚ UNIBANCO S.A. NASSAU BRANCH	R\$254,499,676.01
4. BANCO SANTANDER (BRASIL) S.A.	R\$3,776,542,035.57
5. BANCO BTG PACTUAL S.A. and BTG PACTUAL SEGUROS S.A.	R\$3,600,116,276.67
6. BANCO SAFRA S.A.	R\$2,526,561,073.69
7. ITAÚ ASSET	R\$3,378,675,852.53
8. BTG ASSET	R\$345,836,667.25
B. Reorganization Claims Subtotal (=ΣA^{1 to 8}) (R\$)	R\$21,794,516,227.81
C. Total of the List of Creditors (R\$)	R\$38,938,683,624.81
D. Quorum for Resolution e Approval (=B/C) (%)	55.97%

**Exhibit III to the Instrument of Adhesion of Reorganization Creditors to the
Americanas Group’s Resolution Proposal**

Resolution Proposal

**RESOLUTIONS ON THE JUDICIAL REORGANIZATION PLAN
OF THE AMERICANAS GROUP**

1. PROPOSED AMENDMENT

AMERICANAS S.A. – UNDER JUDICIAL REORGANIZATION, a publicly-held joint-stock company enrolled with the National Corporate Taxpayers’ Register of the Ministry of Finance (CNPJ/MF) under number 00.776.574/0006-60, with its principal place of business and head office at Rua Sacadura Cabral, No. 102, District of Saúde, in the City of Rio de Janeiro, State of Rio de Janeiro, Postal Code (CEP) 20081-902 (“Americanas” or “Company”), **B2W DIGITAL LUX S.À.R.L – UNDER JUDICIAL REORGANIZATION**, a limited liability company with its principal place of business in Luxembourg, at 14 Rue Edward Steichen, L-2540 (“B2W”), **JSM GLOBAL S.À.R.L – UNDER JUDICIAL REORGANIZATION**, a limited liability company with its principal place of business in Luxembourg, at 14 Rue Edward Steichen, L-2540 (“JSM”), and **ST IMPORTAÇÕES LTDA. – UNDER JUDICIAL REORGANIZATION**, a limited liability company enrolled with the CNPJ/MF under number 02.867.220/0001-42, with its principal place of business at ROD SC 281, Warehouse 1 and 2, Picada do Sul, São José, State of Santa Catarina, (“ST” and, jointly with Americanas, B2W, and JSM, the “Americanas Group” or the “Companies Under Reorganization”) wish to make certain changes in their Judicial Reorganization Plan approved at the Creditors’ Meeting held on December 19, 2023 and confirmed by the Judicial Reorganization Court by decision entered on February 26, 2024 (“JRP” or “Plan”), without involving changes in its material conditions, to better allow the achievement of its goals and the implementation of the terms and conditions set out in the Plan, in the best interests of the Americanas Group and its stakeholders, including to (i) establish alternative and temporary mechanisms for restructuring a portion of the Unsecured Claims held by Option II Unsecured Creditors through the issuance of Americanas Private Debentures; (ii) replace the personal guarantee of the Americanas Debentures provided by B2W and JSM and change the deadline for providing guarantee on the shares issued by the HNT UPI; (iii) change the term and payment conditions for Intercompany Claims, in order to, among other measures, subordinate them to the payment, in kind, of all other Reorganization Claims; and (iv) adjust the rules for the disposal of Defined UPIs and assets comprising the HNT, Uni.Co, AME, Digital Assets, the proceeds of which are primarily intended for the payment of Americanas

Debentures, with the aim of establishing more flexible mechanisms for the Americanas Group and maximize the sale value of such assets to pay its creditors.

In view of the foregoing, the Americanas Group proposes the changes to the Plan described hereinbelow ("Proposal").

2. TERMS AND DEFINITIONS

2.1. **Definitions and Interpretation.** The capitalized words and expressions used in this Proposal will have the meanings ascribed to them in the Plan, unless expressly changed herein. The principles and rules of interpretation set out in Section 3 of the Plan are incorporated herein.

3. RESOLUTIONS ON THE JUDICIAL REORGANIZATION PLAN

3.1. **System for Delivery of Claims Capitalization New Shares and Warrants for the Option II Unsecured Creditors.** Due to the impossibility for the Bookrunner to simultaneously process and deliver to all the Americanas Incoming Creditors the respective Claims Capitalization New Shares and Warrants, in order to prevent the Americanas Incoming Creditors from being able to negotiate their respective Claims Capitalization New Shares at different times and in response to a concern expressed by the Option II Unsecured Creditors, the Companies Under Reorganization propose to restrain the sale and purchase of the Claims Capitalization New Shares not covered by the Creditors Lock-Up Agreement for a period of twenty (20) days from the Closing Date – Restructuring Option II. For this purpose, the Companies Under Reorganization propose to amend Section 6.2.6.2 of the Plan and include Sections 5.1.7.1 and 5.1.7.2 in the Plan, so that their final texts will reflect the wording below:

*"5.1.7.1. **Interim Lock-Up.** Without prejudice to the provisions of **Section 5.1.7**, the Americanas Incoming Creditors irrevocably and irreversibly agree under this Plan not to negotiate, sell, assign, transfer, rent or in any way dispose of their portion of Claims Capitalization New Shares not affected by the Creditors Lock-Up Agreement for a period of twenty (20) days from the Closing Date – Restructuring Option II ("Interim Lock-Up Period"), under penalty of payment of indemnity to the other Americanas Incoming Creditors not in default of this obligation for the losses actually suffered as a result of the violation of the aforementioned lock-up ("Interim Lock-Up").*

*5.1.7.2. **Interim Lock-Up Implementation.** The Bookrunner and B3 are expressly authorized and required by force and operation of this Plan to: (i) block*

in their records and custody, as the case may be, for the Interim Lock-Up Period, all Claims Capitalization New Shares; and (ii) not process any transaction involving the negotiation, sale, assignment, transfer, lease or any other disposition of the Claims Capitalization New Shares by any Americanas Incoming Creditor during the Interim Lock-up Period.

(...)

6.2.6.2. Americanas Incoming Creditors Lock-Up Period. *By electing the payment option provided for in Section 6.2.6, the Option II Unsecured Creditors irrevocably and irreversibly agree and undertake to adhere to the lock-up agreement for the sale of the Claims Capitalization New Shares and Warrants under Exhibit 6.2.6.2 to this Plan (“Creditors Lock-Up Agreement”), with immediate effect upon completion of the Capital Increase Restructuring and delivery of the Claims Capitalization New Shares and the respective Warrants to the Americanas Incoming Creditors, free and clear of any liens or administrative or judicial challenge, in compliance with the provisions of Sections 5.1.7, 5.1.7.1 and 5.1.7.2 of this Plan in any case.”*

3.2. Issue of Americanas Private Debentures by Americanas to pay a portion of the Option II Unsecured Claims Balance – Post Reverse Auction. Due to certain regulatory requirements applicable to the issue of public debentures that may impact the schedule on the issue of Americanas Debentures provided for in the Plan, the Companies Under Reorganization propose to include in the Plan the possibility for Americanas to issue debentures for private placement, for restructuring and payment of a portion of the Option II Unsecured Claims Balance – Post Reverse Auction, which will be mandatorily replaced by public debentures to be issued in the future, without, however, impacting the performance of the obligations set out in the Plan until the Closing Date – Restructuring Option II. In this sense and in response to concerns expressed by Option II Unsecured Creditors who have regulatory restrictions on receiving private debentures, the Companies Under Reorganization propose to include new Sections 6.2.6.3-A, 6.2.6.3-B, 6.2.6.3-C, 6.2.6.3-C.1, 6.2.6.3-C.2, 6.2.6.3-C.3, 6.2.6.3-C.4, 6.2.6.3-D and 6.2.6.3-E, and to amend Section 6.2.6.3 of the Plan, which shall now become effective with the following wording:

6.2.6.3. Americanas Debentures. *Without prejudice to the provisions of Section 6.2.6.2 above and subject to the provisions of Sections 6.2.6.3-A and 6.2.6.3-B, Americanas will issue the Americanas Debentures on the Closing Date – Restructuring Option II, in the total amount of the lesser of one billion, eight hundred and seventy-five million Reais*

*(R\$1,875,000,000.00) or the total amount of the Option II Unsecured Claims Balance – Post Capitalization of Claims of Option II Unsecured Creditors able to participate in the offering (“Total Issue Amount”), substantially in the form of the draft of the Americanas Public Debenture Deed contained in **Exhibit 6.2.6.3(ii)**, for pro rata payment of part of the Option II Unsecured Claims Balance – Post Capitalization of Claims held by each Option II Unsecured Creditor. The Americanas Debentures will be issued in up to four (4) series, namely two (2) Simple Series (in Real and in Dollars), under the terms of Sections **6.2.6.3.1** and **6.2.6.3.3** below, and two (2) Senior Series (in Real and in Dollars), under the terms of Sections **6.2.6.3.2** and **6.2.6.3.4** below, subject to the provisions of Sections **6.2.6.3-A** and **6.2.6.3-B**. For the avoidance of doubt, for each one Real (R\$1.00) of Americanas Debentures issued under the Debenture Deed, one Real (R\$1.00) will be paid from the Option II Unsecured Claims Balance – Post Capitalization of Claims.”*

6.2.6.3-A. *Only in the cases where it is not possible, for regulatory reasons, to issue Americanas Public Debentures, as provided for in **Exhibit 6.2.6.3(ii)**, on the Closing Date - Restructuring Option II, Americanas irrevocably and irreversibly undertakes to issue, on the same Closing Date - Restructuring Option II, the Americanas Private Debentures provided for in **Exhibit 6.2.6.3(i)**, and also to ensure the exchange or conversion of Americanas Private Debentures for or into the Americanas Public Debentures, within no longer than ninety (90) Business Days from the Closing Date – Restructuring Option II. Failure by Americanas to issue and/or exchange, replace and/or pay-in, including, when applicable, upon “giving in payment”, the Americanas Private Debentures for or into the Americanas Public Debentures within the period established in this Section, will be cause for and may imply the early maturity of the Americanas Private Debentures under the Americanas Private Debenture Deed (**Exhibit 6.2.6.3(i)**), subject to the provisions of Section **6.2.6.3-B** below.*

6.2.6.3-B. *In the cases where it is not possible to exchange or convert Americanas Private Debentures for Americanas Public Debentures within forty-five (45) Business Days from the Closing Date – Restructuring Option II, the conventional interest applicable (i) to the Americanas Private Debentures of the Simple and Senior Series in Real, on the forty-sixth (46th) Business Day from the Closing Date – Restructuring Option II, will be equal to the annual rate of one hundred and thirty-three percent (133%) of the CDI rate; and (ii) to the Americanas Private Debentures of the Simple and Senior Series in Dollars, as of the forty-sixth (46th) Business Day from the Closing Date – Restructuring Option II, will be equal to the annual rate of 8.70%; in either (i) and (ii), until the date of issue of the Americanas Public Debentures and their payment by the Option II Unsecured Creditors with their respective*

Americanas Private Debentures. For the avoidance of doubt, at the time of issue of the Americanas Public Debentures, the conventional interest on the Americanas Public Debentures will be equal to the annual rate of one hundred and twenty-eight percent (128%) of the CDI rate for the Americanas Public Debentures of the Simple and Senior Series in Real, as provided for in Sections 6.2.6.3.1(d), 6.2.6.3.2(e), and equal to the annual rate of 8.35% for the Americanas Public Debentures of the Simple and Senior Series in Dollar, as provided for in Sections 6.2.6.3.3(d) and 6.2.6.3.4(e), provided that the increase provided for in this Section 6.2.6.3-B will not apply to Americanas Public Debentures after their issue.

6.2.6.3-C. The Option II Unsecured Creditors that for any reason are unable to receive as payment under this Plan the Americanas Private Debentures will have their respective Option II Unsecured Claims Balances – Post Reverse Auction restructured under this Plan and paid the corresponding conventional interest (i) at the annual rate of one hundred and twenty-eight percent (128%) of the CDI rate, from the Closing Date - Restructuring Option II to the forty-fifth (45th) Business Day, and at the annual rate of one hundred and thirty-three percent (133%) of the CDI rate from the forty-sixth (46th) Business Day of the Closing Date – Restructuring Option II to the date of issue of the Americanas Public Debentures, if such Option II Unsecured Creditors are entitled to receive Americanas Public Debentures of the Simple and Senior Series in Real; and (ii) at the annual rate of 8.35%, from the Closing Date - Restructuring Option II to the forty-fifth (45th) Business Day, and at the annual rate of 8.70% from the forty-sixth (46th) Business Day from the Closing Date – Restructuring Option II to the date of issue of the Americanas Public Debentures, if such Option II Unsecured Creditors are entitled to receive Americanas Public Debentures of the Simple and Senior Series in Dollars. In any case, the Option II Unsecured Creditors that for any reason are unable to receive in payment, in accordance with this Plan, the Americanas Private Debentures, undertake to notify the Companies Under Reorganization, in accordance with Sections 12.10 and 12.11 of this Plan, of any transfer or assignment, in any way, of the respective Option II Unsecured Claims Balances – Post Reverse Auction until the date of issue of the Americanas Public Debentures, and to use the respective Option II Unsecured Claims Balances – Post Reverse Auction duly adjusted pursuant to this Section 6.2.6.3-C for the subscription and payment of their pro rata portion of Americanas Public Debentures under this Plan, without any penalty, if applicable. For the avoidance of doubt, Americanas Private Debentures may be freely traded, sold, assigned, or in any other way transferred from their date of issue, so long as such transfer, trading, sale, or assignment is made privately and through B3 systems, and it is not possible for such Americanas Private Debentures to be traded on organized securities markets.

6.2.6.3-C.1. *The Option II Unsecured Creditors shall notify Americanas, by July 22, 2024, by email addressed to debenturesprivadasrj@americanas.io duly accompanied by the due documents proving the legitimacy of representation, when applicable, their option not to receive the Americanas Private Debentures, and have their respective Option II Unsecured Claims Balances – Post Reverse Auction restructured under the terms of this Plan. Failure by the respective Option II Unsecured Creditor to send communication will be deemed by the Companies Under Reorganization as an agreement by the respective Option II Unsecured Creditor to receive the Americanas Private Debentures under the terms of this Plan.*

6.2.6.3-C.2. *In the event that it is not possible to exchange or convert Americanas Private Debentures for or into Americanas Public Debentures within ninety (90) Business Days from the Closing Date – Restructuring Option II, the Option II Unsecured Creditors that do not receive Americanas Private Debentures may hold a meeting, under the terms of the Plan, to resolve, among other matters, on the early maturity of the respective Option II Unsecured Claims Balances – Post Reverse Auction restructured under the terms of this Plan, within the same period of completion of the AGD (Debentureholders Meeting) under the terms of the Americanas Private Debenture Deed (“RC” (Creditors’ Meeting)).*

6.2.6.3-C.3. *Any resolution on any aspects relating to the Option II Unsecured Claims Balance – Post Reverse Auction (converted into Americanas Private Debentures or not, under the terms of Sections 6.2.6.3-C.1 and 6.2.6.3-C.2) shall be according to the percentages of approval of the respective matters defined in the Americanas Private Debenture Deed, but shall use as a consolidated basis for determining the quorums for resolution and approval the sum of the Option II Unsecured Claims Balances – Post Reverse Auction that have participated in the RC and AGD, as applicable. For the avoidance of doubt, the matter submitted for resolution at the RC and AGD will be approved if the sum of the affirmative votes given at the AGD and RC make up the minimum percentage set in the Americanas Private Debenture Deed, taking into account, as a voting basis, the total Option II Unsecured Claims Balance – Post Reverse Auction (converted into Americanas Private Debentures or not, under the terms of Sections 6.2.6.3-C.1 and 6.2.6.3-C.2) and which should be converted into Americanas Public Debentures.*

6.2.6.3-C.4. *For the avoidance of doubt, it is hereby agreed that any and all resolutions shall be passed simultaneously at the AGD and the RC. A resolution may only prevail and dispense with another if the votes in favor of the matter submitted to vote total the percentage required in the Americanas Private Debenture Deed for approval of the matter, considering, in this case, as the voting basis, the total of the Option II Unsecured Claims Balance – Post Reverse Auction (converted into Americanas Private Debentures or not, under the terms of Sections 6.2.6.3-C.1 and 6.2.6.3-C.2) and which should be converted into Americanas Public Debentures.*

6.2.6.3-D. *In order to allow the future exchange, replacement and/or payment of the Americanas Public Debentures, as applicable, by using the Americanas Private Debentures held by them or their respective Option II Unsecured Claims Balances – Post Reverse Auction duly adjusted under the terms of **Section 6.2.6.3-C** above, the Option II Unsecured Creditors hereby authorize B3 to perform any and all necessary or useful acts to formalize the exchange, replacement and/or payment, including, when applicable, as “giving in payment”, of the Americanas Private Debentures or the Option II Unsecured Claims Balances – Post Reverse Auction duly adjusted under the terms of **Section 6.2.6.3-C** above by the respective holders, and the receipt of the Americanas Public Debentures as consideration, including the measures necessary to restrict the withdrawal of Americanas Private Debentures from its registration system, if applicable, until the delivery of the Americanas Public Debentures, releasing B3 from any liability for acts performed upon instructions of Americanas for the purpose of implementing the exchange, replacement and/or payment of the Americanas Public Debentures. For the avoidance of doubt, the holders of the Americanas Private Debentures of each Series and the holders of the Option II Unsecured Claims Balances - Post Reverse Auction duly adjusted under the terms of **Section 6.2.6.3-C** above will receive, in consideration for the exchange, replacement and/or payment, including, when applicable, in the form of “giving in payment” referred to above, the corresponding series of Americanas Public Debentures, under the terms and conditions set out in this Plan.*

6.2.6.3-E. *Notwithstanding the provisions of **Sections 6.2.6.3-A to 6.2.6.3-D** above, all Option II Unsecured Creditors acknowledge and agree that according to this Plan the issue of the Americanas Private Debentures under this Plan and the restructuring of the Option II Unsecured Claims Balances – Post Reverse Auction under the terms of **Section 6.2.6.3-C**, in any case, until the Closing Date – Restructuring Option II, will be considered as fulfillment of Americanas’ obligations under this Plan until the Closing Date –*

Restructuring Option II, for all purposes and effects, including for the purposes of verifying all Release Events provided for in Section 11.3.5.

3.3. Issue of Americanas Debentures to pay a portion of the Option II Unsecured Claims Balance – Post Reverse Auction. The Companies Under Reorganization propose to amend Sections 6.2.6.3.1(h), 6.2.6.3.2(i), 6.2.6.3.3(h), and 6.2.6.3.4 (i) of the Plan to (a) change the term for the provision of guarantee on the HNT UPI; (b) replace the corporate/personal guarantees to be provided by the Companies Under Reorganization B2W and JSM, companies organized and headquartered in Luxembourg, due to the legal impossibility of providing them, with the obligation to create a guarantee on all shares issued by Uni.Co owned by Americanas. The aforementioned Sections shall become effective with the following new wording:

“6.2.6.3.1. Americanas Debentures - Simple Series in Real. Subject to the provisions of Section 6.2.6.3 above, the Simple Series in Real of the Americanas Debentures will have the following terms and conditions:

(...)

*(h) Guarantees: The payment obligations of the Americanas Debentures will be guaranteed by (i) corporate/personal guarantee provided by ST, co-obligor under this Plan and also within the scope of the Americanas Debentures; (ii) fiduciary lien on all shares issued by Uni.Co SA held by Americanas; and (iii) fiduciary lien on all or the remaining portion of the HNT UPI or the HNT UPIs, if more than one HNT UPI is created under the terms of **Section 7.2.1(i)**, which in any case shall include all HNT Commercial Points that are not sold under this Plan, provided that, in the case of the guarantee provided for in (iii), if within twenty-four (24) months from the Confirmation Date, Americanas has not entered into a sale and purchase agreement (x) of the entirety of the HNT UPI, or of the HNT UPIs, if more than one HNT UPI is established under the terms of **Section 7.2.1(i)** and/or (y) of the entirety of the HNT Commercial Points (collectively “Americanas Debentures Guarantees”), and until the exchange or conversion, by Americanas, of the Americanas Private Debentures for the Americanas Public Debentures, the Americanas Debentures Guarantees will be shared with the Option II Unsecured Creditors restructured under the terms of the Plan. The fiduciary liens under the Americanas Debentures Guarantees shall be created in the form of the instrument contained in **Exhibit 6.2.6.3 - A** to guarantee the Americanas Debentures of the Simple Series in Real, to be executed within the period provided for in the Americanas Debenture Deed, provided that the Americanas Debentures of the Senior Series in Real and the Americanas Debenture of the Senior Series in Dollars will have full priority over the*

*Americanas Debentures of the Simple Series in Real and over the Americanas Debentures of the Simple Series in Dollars in which regards the receipt of proceeds from the possible foreclosure upon the Americanas Debentures Guarantees, as applicable. In the event of the sale of one or more Uni.Co UPIs, the guarantee provided on the respective portion of shares issued by Uni.Co S.A. held by Americanas shall be automatically released on the same closing date of the respective sale of the Uni.Co UPI(s), under the terms of this Plan and the instrument contained in **Exhibit 6.2.6.3 - A**;*

*“**6.2.6.3.2. Americanas Debentures - Senior Series in Real.** Subject to the provisions of **Section 6.2.6.3** above, the Americanas Debentures will contain the Senior Series in Real that may be subscribed for and paid in, on a pro rata basis, only by Financial Creditors holding Bank Financial Claims up to the total limit, including the Americanas Debentures – Senior Series in Dollars, of **one billion, three hundred and eighty-nine million, fifty-three thousand, five hundred and fifty-nine Reais (R\$1,389,053,559.00)**, subject to the provisions of **Section 6.2.6.3.4** (“Senior Series Total Limit”), in accordance with the following terms and conditions:*

(...)

*(i) Guarantees: The payment obligations of the Americanas Debentures will be guaranteed by the Americanas Debentures Guarantees. The fiduciary liens under the Americanas Debentures Guarantees shall be created in the form of the instrument contained in **Exhibit 6.2.6.3 - A** to guarantee the Americanas Debentures of the Senior Series in Real, to be executed within the period provided for in the Americanas Debenture Deed, provided that the Americanas Debentures of the Senior Series in Real and the Americanas Debentures of the Senior Series in Dollar will have full priority over the Americanas Debentures of the Simple Series in Real and over the Americanas Debentures of the Simple Series in Dollar in which regards the receipt of proceeds from the possible foreclosure upon the Americanas Debentures Guarantees, as applicable. In the event of the sale of one or more Uni.Co UPIs, the guarantee provided on the respective portion of shares issued by Uni.Co S.A. held by Americanas shall be automatically released on the same closing date of the respective sale of the Uni.Co UPI(s) under the terms of this Plan and the instrument contained in **Exhibit 6.2.6.3 - A**;*

*“**6.2.6.3.3. Americanas Debentures - Simple Series in Dollar.** Subject to the provisions of **Section 6.2.6.3** above, the Americanas Debentures of the Simple Series in Dollar will be made available exclusively for the restructuring of Unsecured Claims in Dollars held by Financial Creditors, and will have the following terms and conditions:*

(...)

(h) Guarantees: The payment obligations of the Americanas Debentures will be guaranteed by the Americanas Debentures Guarantees. The fiduciary liens under the Americanas Debentures Guarantees shall be created in the form of the instrument contained in **Exhibit 6.2.6.3 - A** to guarantee the Americanas Debentures of the Simple Series in Dollar, to be executed within the period provided for in the Americanas Debenture Deed, provided that the Americanas Debentures of the Senior Series in Real and the Americanas Debentures of the Senior Series in Dollars will have full priority over the Americanas Debentures of the Simple Series in Real and over the Americanas Debentures of the Simple Series in Dollars in which regards the receipt of proceeds from the possible foreclosure upon the Americanas Debentures Guarantees, as applicable. In the event of the sale of one or more Uni.Co UPIs, the guarantee provided on the respective portion of shares issued by Uni.Co S.A. held by Americanas shall be automatically released on the same closing date of the respective sale of the Uni.Co UPI(s), under the terms of this Plan and the instrument contained in **Exhibit 6.2.6.3 - A**;

“6.2.6.3.4. Americanas Debentures - Senior Series in Real. Subject to the provisions of **Section 6.2.6.3** above, the Americanas Debentures will contain the Senior Series in Real that may be subscribed for and paid in, on a pro rata basis, only by Financial Creditors holding Bank Financial Claims having Unsecured Claims in Dollar up to the Senior Series total Limit, including the Americanas Debentures – Senior Series in Dollars, in accordance with the following terms and conditions:

(...)

(i) Guarantees: The payment obligations of the Americanas Debentures will be guaranteed by the Americanas Debentures Guarantees. The fiduciary liens under the Americanas Debentures Guarantees shall be created in the form of the instrument contained in **Exhibit 6.2.6.3 - A** to guarantee the Americanas Debentures of the Senior Series in Dollar, to be executed within the period provided for in the Americanas Debenture Deed, provided that the Americanas Debentures of the Senior Series in Real and the Americanas Debentures of the Senior Series in Dollars will have full priority over the Americanas Debentures of the Simple Series in Real and over the Americanas Debentures of the Simple Series in Dollars in which regards the receipt of proceeds from the possible foreclosure upon the Americanas Debentures Guarantees, as applicable. In the event of the sale of one or more Uni.Co UPIs, the guarantee provided on the respective portion of shares issued by Uni.Co S.A. held by

*Americanas shall be automatically released on the same closing date of the respective sale of the Uni.Co UPI(s), under the terms of this Plan and the instrument contained in **Exhibit 6.2.6.3 - A**;*

3.4. Intercompany Claims and Reference Shareholder Claims. The Companies Under Reorganization propose to change the payment conditions for Intercompany Claims in order to subordinate the payment in kind of such Claims for the payment of all other Reorganization Claims, but without impacting the payment conditions of the other Reorganization Claims. For this purpose, the Companies Under Reorganization propose to amend Section 6.2.12 of the Plan and include Sections 6.2.12.1, 6.2.12.2, and 6.2.12.3 in the Plan, so that their final texts will reflect the wording below:

“6.2.12. Intercompany Claims and Reference Shareholder Claims. *Intercompany Claims and Reference Shareholder Claims may not participate in the Reverse Auction and will be paid off in just one installment (bullet) in 2059, after the end of the payment of the Unsecured Claims provided for in **Section 6.2.11**.*

6.2.12.1. *The Companies Under Reorganization may, however, at their sole discretion, settle in advance and at any time, the Intercompany Claims owed between the Companies Under Reorganization, including before the end of payment of the Unsecured Claims provided for in Section 6.2.11, upon alternative ways of settlement and/or payment, including, but not limited to, offset of accounts in accordance with the Law, provided that the aforementioned advance payment of Intercompany Claims is expressly prohibited upon transfer, to any company of the Americanas Group and its Affiliates, of current or future funds and/or other property, rights and/or assets of Americanas, except for Intercompany Claims held by it against companies of the Americanas Group and as provided for in section 6.2.12.2 below.*

6.2.12.2. *Without prejudice to the provisions of **Section 6.2.12.1** above, Americanas may, at its sole discretion and at any time, pay part or all of the existing balance of Intercompany Claims and/or Reference Shareholder Claims upon transfer of Americanas' funds, provided that (i) all other Reorganization Claims have already been paid in accordance with this Plan and the Americanas Debenture Deed; and (ii) the Intercompany Claims and/or Reference Shareholder Claims, as applicable, are paid at a discount of ninety-five percent (95%).*

6.2.12.3. *It is hereby expressly agreed that, by force and operation of this Plan, in the event that the Americanas Group files a new petition for judicial reorganization and/or extrajudicial reorganization and/or is adjudicated*

bankrupt, the Intercompany Claims and the Reference Shareholder Claims that may not have been satisfied under the terms of Sections 6.2.12, 6.2.12.1, and/or 6.2.12.2 will be deemed novated by such Plan, from the Confirmation Date of the Plan, for payment with a discount of eighty percent (80%) and in just a bullet in 2044.”

3.5. Disposal or Encumbrance of Assets. The Companies Under Reorganization propose to amend Sections 4.1.4, 7.1, 7.3, 7.3.1, 7.3.2, 7.3.3, and 7.3.5 of the Plan, in order to clarify certain obligations and authorizations of the Americanas Group already provided for in the Plan and conform such obligations and authorizations with the terms set out in the Americanas Debenture Deed applicable to Option II Unsecured Creditors, as well as provide greater flexibility to the Americanas Group for the disposal of certain assets that are part of Defined UPIs, aiming to maximize the amount to be obtained from the respective sales. The aforementioned Sections shall become effective with the following new wording:

*“**4.1.4. Disposal or Encumbrance of Assets.** In order to raise the necessary funds to fulfill the obligations of this Plan, the Companies Under Reorganization (i) shall promote organized processes to sell the HNT UPIs and Uni.co UPIs; (ii) may promote organized processes to sell the assets listed in **Exhibit 4.1.4**, including HNT Commercial Points, in the form of UPIs or not, subject to the provisions of this Plan; (iii) may sell or encumber assets that are part of the permanent (non-current) assets of the Companies Under Reorganization listed in **Exhibit 4.1.4**, including the HNT Commercial Points; as well as (iv) may promote the sale or encumbrance of other Relevant Assets, including for guarantee purposes in legal proceedings, subject to the limitations established in the Americanas Debenture Deed, and any other assets that are part of their current (non-permanent) assets (“Non-Relevant Assets”) without any limitation and in the ordinary course of business of the Company, in any case regardless of new approval by the Reorganization Creditors, in accordance with **Section 7.1** of this Plan and, as applicable, articles 60, 60-A, 66, 140, 141, and 142 of the LRF (Brazilian Fiscal Responsibility Law), and provided that the other terms and conditions of this Plan and the necessary regulatory authorizations or limitations are complied with and/or obtained, as well as those provided for in the Bylaws of the Companies Under Reorganization, as applicable, and provided that upon Approval of the Plan the following provisions will be ratified: (i) the disposals of Relevant Assets carried out in the ordinary course of business of the Company between the Petition Date and the Confirmation Date up to the aggregate amount of five million Reais (R\$5,000,000.00); (ii) and those authorized by the Judicial Reorganization Court in the same period.”*

(...)

*“7.1. **Disposal or Encumbrance of Assets.** After the Confirmation Date, as a means of raising funds, the Americanas Group (i) shall promote organized processes to sell the HNT UPIs and Uni.co UPIs; (ii) may promote organized processes to sell the assets listed in **Exhibit 4.1.4**, in the form of UPIs or not; (iii) may sell and/or encumber assets that are part of the permanent (non-current) assets of the Companies Under Reorganization listed in **Exhibit 4.1.4**, except for those property and assets that will be part of the HNT Assets, the Uni.Co Assets, the AME Assets, and the Digital Assets, as provided for in **Sections 7.2.1(i), 7.2.1(ii), 7.2.1(iii), and 7.2.1(iv)** below, except (a) in relation to the HNT Assets, the consummation of transactions in the ordinary course of its business and/or the sale of HNT Commercial Points; and (b) in relation to the Uni.Co Assets, the consummation of operations in the ordinary course of its business and with respect to its wholly-owned subsidiaries; and (iv) may promote the sale or encumbrance of other Relevant Assets, including for guarantee purposes in legal proceedings, subject to the limitations established in the Americanas Debenture Deed, and of Non-Relevant Assets, in any case regardless of new approval by the Reorganization Creditors, in accordance with articles 60, 60-A, 66, 140, 141, and 142 of the LRF (Brazilian Fiscal Responsibility Law), and provided that the other terms and conditions of this Plan and the necessary regulatory authorizations or limitations are complied with and/or obtained, as well as those provided for in the Bylaws of the Companies Under Reorganization, as applicable.’*

(...)

*“7.3. **Cash Sweep.** Subject to the provisions of **Section 7.3.5** below, the Companies Under Reorganization, except in the case of (iv) below, shall allocate to the trustee of the Americanas Debentures, within up to three (3) Business Days from the receipt of the respective funds: (i) the entire Restructuring Capital Increase Surplus Amount, as provided for in **Section 5.1.5.1**; (ii) the entire Surplus Repurchase Funds; (iii) any balance of Funds Allocated to Repurchase, as provided for in **Section 6.2.6.7**; as well as (iv) under the terms and conditions set out in **Sections 7.3.1, 7.3.2, 7.3.3, 7.3.4 and 7.3.5** below, the Net Revenue from Liquidity Events resulting from the sale of all or part of the Defined UPIs and/or any HNT Commercial Points, as authorized by **Section 7.1(iii)**, including the remuneration of any funds deposited in the M&A Payment Account and, in any case, in an amount equal to at least the amounts deposited by the acquirer in the M&A Payment Account, (the amounts described in (iv) will be referred to as “Cash Sweep Amount”), in the amount necessary for the early redemption of all or the extraordinary amortization of the outstanding Americanas Debentures issued,*

subject, in any case, (a) to the priority for early redemption or extraordinary amortization, on a pro rata basis, of the Americanas Debentures of the Senior Series in Real and of the Senior Series in Dollar, as provided for in **Sections 6.2.6.3.2(i) and 6.2.6.3.4(i)**, and subsequently for the early redemption or extraordinary amortization, on a pro rata basis, of the Americanas Debentures of the Simple Series in Real and of the Simple Series in Dollar, as provided for in **Section 6.2.6.3.1(h) and 6.2.6.3.3(h)**; as well as (b) the limit on the total amount of the Americanas Debentures. For the avoidance of doubt, (a) the amounts provided for in (i), (ii), and (iii) of this **Section 7.3** shall always be used in priority over the funds related to the Cash Sweep Amount; and (b) any amounts provided for in (i), (ii), and (iii) of this **Section 7.3** that are not transferred to the trustee due to the limit of the total amount of the Americanas Debentures having already been reached, such amounts may be used by the Companies Under Reorganization, at their sole discretion, for investments in their activities.

7.3.1. Net Revenue from Liquidity Events up to R\$1,000,000,000.00. If the sum of the Net Revenue from Liquidity Events received by the Americanas Group upon the sale of one or more assets is equal to or less than one billion Reais (R\$1,000,000,000.00), such funds will be part of the Cash Sweep Amount and will be deposited by the acquirer of the respective Defined UPI and/or any HNT Commercial Points, in the M&A Payment Account, for the account and order of the Americanas Group, to be allocated as provided for in **Section 7.3** above.

7.3.2. Net Revenue from Liquidity Events above R\$1,000,000,000.00 and up to R\$2,000,000,000.00. If the sum of the Net Revenue from Liquidity Events received by the Americanas Group upon the sale of one or more assets is greater than one billion Reais (R\$1,000,000,000.00) and less than or equal to two billion Reais (R\$2,000,000,000.00), the available funds, up to one billion Reais (R\$1,000,000,000.00), will be part of the Cash Sweep Amount and will be deposited by the acquirer of the respective Defined UPI and/or any HNT Commercial Points, in the M&A Payment Account, for the account and order of the Americanas Group, to be allocated as provided for in **Section 7.3** above, and the amount of the exceeding Net Revenue from Liquidity Events up to the amount of two billion Reais (R\$2,000,000,000.00) will not be part of the Cash Sweep Amount, and therefore will be deposited by the acquirer of the Defined UPI and/or any HNT Commercial Points in account of the Companies Under Reorganization and allocated to investments in its activities, at their sole discretion.

7.3.3. Net Revenue from Liquidity Events above R\$2,000,000,000.00. If the sum of the Net Revenue from Liquidity Events received by the Americanas

Group upon the sale of one or more assets is greater than two billion Reais (R\$2,000,000,000.00), (i) the available funds, up to one billion Reais (R\$1,000,000,000.00), will be part of the Cash Sweep Amount and will be deposited by the acquirer of the respective Defined UPI and/or any HNT Commercial Points, for the account and to the order of the Americanas Group, in the M&A Payment Account to be allocated as provided for in **Section 7.3** above; (ii) the funds exceeding one billion Reais (R\$1,000,000,000.00) up to the limit of two billion Reais (R\$2,000,000,000.00) will not be part of the Cash Sweep Amount, and therefore will be deposited by the acquirer of the Defined UPI and/or any HNT Commercial Points in account of the Companies Under Reorganization and allocated to investments in their activities, at their sole discretion; and (iii) the amount of the Net Revenue from Liquidity Events exceeding two billion Reais (R\$2,000,000,000.00) will be part of the Cash Sweep Amount and will be deposited by the acquirer of the Defined UPI and/or any HNT Commercial Points in the M&A Payment Account, for the account and order of the Americanas Group, to be allocated as provided for in **Section 7.3** above, subject, in any case, to the limit of the total amount of the Americanas Debentures.”

(...)

“**7.3.5.** Within up to five (5) Business Days prior to the closing date of the sale of a Defined UPI and/or of any HNT Commercial Points (or the date of any other payment by the buyer involving Net Revenue from Liquidity Events, as authorized by **Section 7.1(iii)**), the Companies Under Reorganization shall notify the trustee of the Americanas Debentures informing (i) the total amount to be disbursed by the buyer; (ii) the total amount of the respective M&A Cost Values, accompanied by the respective document evidencing such expenses or the calculation methodology in the case of taxes; (iii) the M&A Price Adjustment Amounts; as well as (iv) the balance to be deposited by the acquirer in the M&A Payment Account. The proceeds related to the Cash Sweep Amount deposited in the M&A Payment Account by the acquirer of the respective Defined UPI and/or any HNT Commercial Points, as the case may be, will be transferred by the trustee of the Americanas Debentures to the holders of the Americanas Debentures within ten (10) days from the closing date of the transaction of sale of the respective UPI or the transaction of sale of HNT Commercial Points, subject to the terms and conditions established in the Debenture Deed, provided that the respective Notices of sale of the Defined UPIs or the respective agreement for the sale and purchase of HNT Commercial Points whose sale is authorized under **Section 7.1(iii)**, as applicable, shall expressly contain, under penalty of nullity, this obligation to allocate the payment of the Cash Sweep Amount, subject, in any case, to the provisions of **Sections 7.3.1, 7.3.2, and 7.3.3** above. If, after the closing of a certain

*transaction of sale of one or more Defined UPIs or a specific HNT Commercial Point the sale of which is authorized under the terms of **Section 7.1(iii)**, it is verified that the Americanas Group is entitled to receive any Adjustment M&A Price Adjustment Amount and/or Additional M&A Amount and the Americanas Debentures have not yet been fully paid, such amount shall be deposited by the acquirer of the respective Defined UPI or specific HNT Commercial Point, as applicable, in the M&A Payment Account or in the account of the Companies Under Reorganization, as applicable under the terms of Sections 7.3.1, 7.3.2, and 7.3.3 above, within up to ten (10) days from the date of verification of the respective event, provided that, if the Americanas Debentures have already been fully paid, the aforementioned amount shall be deposited in full in the Debtor's account, also within up to ten (10) days from the date of verification of the respective event."*

3.6. Due to the provisions of **Section 3.5** above, the Companies Under Reorganization propose to amend Exhibit 4.1.4 to the Plan to include the possibility of selling the HNT Commercial Points (i.e., commercial points of certain stores that are part of the HNT Assets), provided that Exhibit 4.1.4 to the Plan will be replaced by **Exhibit 3.6** to this Proposal.

3.7. Organization and Sale of Defined UPIs. The Companies Under Reorganization propose to amend Section 7.2.1 and Exhibits 7.2.1(i), 7.2.1(ii), 7.2.1(iii), and 7.2.1(iv) to the Plan to include more flexible mechanisms for the sale of the respective assets and enable the maximization of the sale price of such assets. Section 7.2.1 shall become effective with the new wording provided for below, and Exhibits 7.2.1(i), 7.2.1(ii), 7.2.1(iii), and 7.2.1(iv) will be replaced by **Exhibits 3.7(i)-A and 3.7(i)-B, 3.7(ii), 3.7(iii), and 3.7(iv)** to this Proposal, respectively:

*"7.2.1. Each of the Defined UPIs described in (i), (ii), (iii), and (iv) below may be organized through one or more UPIs, by carrying out and implementing the corporate restructuring transactions that the Companies Under Reorganization deem most efficient and convenient, and they may be organized as special purpose entities (in each case, an "SPE") and to the capital stock of which the Companies Under Reorganization may transfer the applicable goods and assets listed in **Exhibit 4.1.4**. At the time the Companies Under Reorganization resolve to carry out a Competitive Bid Process (as defined below) for the sale of each of the UPIs, the Companies Under Reorganization shall provide in the respective notice of Competitive Bid Process, to be entered in the records of the Judicial Reorganization ("Bid Notice") and timely published in the official Electronic Justice Gazette of the Court of Appeals of the State of Rio de Janeiro or, if the Judicial Reorganization is already ended, in a newspaper of mass circulation, the conditions of the*

respective sale, which will include, among other rules: (a) deadline for qualification and for carrying out the respective Competitive Bid Process; (b) deadline and conditions for carrying out prior due diligence, if applicable; (c) the draft Sale and Purchase Agreement to be executed and the exhibits thereto; (d) the respective modalities, the procedures to be adopted in each competitive bid process, and the criteria to define the winning bids; and (e) subject to the provisions of Section 7.3 and its sub-sections, the obligation to deposit the Cash Sweep Amount by the acquirer in the M&A Payment Account.

(i) HNT UPI Composition. The Companies Under Reorganization may organize one or more HNT UPIs, and each HNT UPI shall consist of all or a portion, as applicable, of the assets, liabilities, obligations, and rights, including the HNT Commercial Points that have not been sold in accordance with this Plan, described in **Exhibit 7.2.1(i)-A** (each, an “HNT UPI” and “HNT Assets”) and will be organized in the form of one or more SPEs to the capital stock(s) of which the Companies Under Reorganization shall contribute and/or transfer, through corporate and/or contractual transactions, all or part of the HNT Assets, as applicable (each, a “HNT SPE”). All other assets, liabilities, obligations, and rights that are not sold in the form of HNT Commercial Points, transferred by the Companies Under Reorganization to HNT SPE (or HNT SPEs, as applicable) and which are not described as HNT Assets in **Exhibit 7.2.1(i)-A** will not be part of the HNT UPI(s) and will not be part of the judicial sale, continuing to be the property and obligation of the Companies Under Reorganization, or other SPE(s), if so established in this Plan;

(ii) Uni.Co UPI Composition. The Companies Under Reorganization may organize one or more Uni.Co UPIs, and each Uni.Co UPI shall consist of all or a portion, as applicable, of the assets, liabilities, obligations, and rights described in **Exhibit 7.2.1(ii)** (each, an “Uni.Co UPI” and “HNT Assets”) and will be organized in the form of one or more SPEs to the capital stock(s) of which the Companies Under Reorganization shall contribute and/or transfer, through corporate and/or contractual transactions, all or part of the Uni.Co Assets, as applicable (each, an “Uni.Co SPE”). All other assets, liabilities, obligations, and rights that are not transferred by the Companies Under Reorganization to Uni.Co SPE (or Uni.Co SPEs, as applicable) and which are not described as Uni.Co Assets in **Exhibit 7.2.1(ii)** will not be part of the Uni.Co UPI(s) and will not be part of the judicial sale, continuing to be the property and obligation of the Companies Under Reorganization, or other SPE(s), if so established in this Plan;

*(iii) AME UPI Composition. The Companies Under Reorganization may organize one or more AME UPIs, and each AME UPI shall consist of all or a portion, as applicable, of the assets, liabilities, obligations, and rights described in **Exhibit 7.2.1(iii)** (each, an “AME UPI” and “AME Assets”) and will be organized in the form of one or more SPEs to the capital stock(s) of which the Companies Under Reorganization shall contribute and/or transfer, through corporate and/or contractual transactions, all or part of the AME Assets, as applicable (each, an “AME SPE”). All other assets, liabilities, obligations, and rights that are not transferred by the Companies Under Reorganization to AME SPE (or AME SPEs, as applicable) and which are not described as AME Assets in **Exhibit 7.2.1(iii)** will not be part of the AME UPI(s) and will not be part of the judicial sale, continuing to be the property and obligation of the Companies Under Reorganization, or other SPE(s), if so established in this Plan; and*

*(iv) Digital UPI Composition. The Companies Under Reorganization may organize one or more Digital UPIs, and each Digital UPI shall consist of all or a portion, as applicable, of the assets, liabilities, obligations, and rights described in **Exhibit 7.2.1(iv)** (each, a “Digital UPI” and “Digital Assets”) and will be organized in the form of one or more SPEs to the capital stock(s) of which the Companies Under Reorganization shall contribute and/or transfer, through corporate and/or contractual transactions, all or part of the Digital Assets, as applicable (each, a “Digital SPE”). All other assets, liabilities, obligations, and rights that are not transferred by the Companies Under Reorganization to Digital SPE (or Digital SPEs, as applicable) and which are not described as Digital Assets in **Exhibit 7.2.1(vi)** will not be part of the Digital UPI(s) and will not be part of the judicial sale, continuing to be the property and obligation of the Companies Under Reorganization, or other SPE(s), if so established in this Plan.”*

3.8. Due to the amendments to the Plan provided for in **Sections 3.2** and **3.3** above, the Companies Under Reorganization propose to amend, among others, Sections 2.5, 3.4, 3.5, 3.7, 4.15, 4.16, 6.2, and 11.1 of the Public Debenture Deed (Exhibit 6.2.6.3), and replace Exhibit 6.2.6.3 to the Plan with Exhibits 6.2.6.3(i) and 6.2.6.3(ii) (see forms in **Exhibit 3.8**).

3.9. Definitions. As result of the amendments provided for in **Sections 3.1 to 3.7** above, the Companies Under Reorganization propose to amend the definitions of “*Americanas Debentures*” and “*Americanas Debenture Deed*” and include the definitions of “*Interim Lock-Up*”, “*Americanas Private Debentures*”, “*Americanas Public Debentures*”, “*Americanas Private Debenture Deed*”,

“Americanas Public Debenture Deed”, “Bookrunner”, “Americanas Debentures Guarantees”, “HNT Commercial Points”, and “Interim Lock-Up Period”, as well as update the definitions of “Net Revenue from Liquidity Events”, “Additional M&A Amounts” and “M&A Price Adjustment Amounts” provided for in the Plan, which shall now become effective with the following new wording:

“AGD”: means any and all debentureholders’ meeting to be called according to the terms of the Americas Debenture Deed, as applicable.

*“Interim Lock-Up”: has the meaning ascribed to it in **Section 5.1.7.1**.*

“Americanas Debentures”: Means the Americas Public Debentures or the Americas Private Debentures, as applicable, according to the terms of this Plan.

*“Americanas Private Debentures”: means the debentures not convertible into shares, with security interest and personal guarantee, in four series, to be issued by Americas for private placement, with the obligation of Americas to promote the exchange of the respective Americas Private Debentures for the Americas Public Debentures within up to ninety (90) Business Days from the Closing Date – Restructuring Option II), in the form of the Americas Private Debenture Deed (**Exhibit 6.2.6.3(i)**), subject to the provisions of **Sections 6.2.6.3-A and 6.2.6.3-B**.*

*“Americanas Public Debentures”: means the debentures not convertible into shares, with security interest and personal guarantee, in four series, to be issued by Americas for public placement, in the form of the Americas Public Debenture Deed (**Exhibit 6.2.6.3(ii)**), subject to the provisions of **Sections 6.2.6.3, 6.2.6.3-A and 6.2.6.3-B**.*

“Americanas Debenture Deed”: Means, in the terms of this Plan, as applicable: (i) the Americas Public Debenture Deed; or (ii) the Americas Private Debenture Deed.

*“Americanas Private Debenture Deed”: Means the Americas Private Debenture deed, substantially in the form of **Exhibit 6.2.6.3(i)**.*

*“Americanas Public Debenture Deed”: Means the Americas Public Debenture deed, substantially in the form of **Exhibit 6.2.6.3(ii)**.*

“Bookrunner”: Means Itaú Corretora de Valores S.A., enrolled with the National Corporate Taxpayers’ Register of the Ministry of Finance (CNPJ/MF) under number 61.194.353/0001-64, as bookrunner of the Claims

Capitalization New Shares and Warrants, retained by the Companies Under Reorganization.

“Americanas Debentures Guarantees”: has the meaning ascribed to it in **Section 6.2.6.3.1(h)**, and includes: (i) the corporate/personal guarantee provided by ST, co-obligor under this Plan and also within the scope of the Americanas Debentures; (ii) fiduciary lien on all shares issued by Uni.Co S.A. held by Americanas; and (iii) fiduciary lien on all or the remaining portion of the HNT UPI or the HNT UPIs, if more than one HNT UPI is organized under the terms of **Section 7.2.1(i)**, which in any case shall include all HNT Commercial Points that are not sold under this Plan, as long as Americanas has not, within up to twenty-four (24) months from the Confirmation Date, entered into a sale and purchase agreement (x) of the entirety of the HNT UPI, or of the HNT UPIs, if more than one HNT UPI is organized under the terms of **Section 7.2.1(i)** and/or (y) of the entirety of the HNT Commercial Points.

“HNT Commercial Points”: means the commercial point corresponding to the store or set of stores that are part of the HNT Assets, as indicated in **Exhibit 7.2.1(i)-B** and which may be sold by the Americanas Group in a Competitive Bid Process or directly to third parties, in the form of UPI or not. For the avoidance of doubt, in the event of the sale of a commercial point corresponding to a store, the sale may include all personal property, equipment, and utensils that are part of the respective store.

“Interim Lock-Up Period”: means the period of twenty (20) days from the Closing Date – Restructuring Option II, as established in **Section 5.1.7.1**.

“Net Revenue from Liquidity Events”: Means the total amount of the consideration (including, without limitation, upon payment in cash or assumption of debts or obligations of the Companies Under Reorganization, except for the liabilities that are part of the Uni.co Assets, HNT Assets, AME Assets, and Digital Assets, as applicable) attributed (i) to one hundred percent (100%) of the shares (equity value) issued by a certain Defined UPI held by the Companies Under Reorganization and which are effectively sold to third parties by the Companies Under Reorganization, or (ii) to the respective HNT Commercial Point the sale of which is authorized under the terms of **Section 7.1(iii)**, provided that said value will be (a) **net** of the M&A Price Adjustment Amounts and the applicable M&A Cost Amounts; and (b) **adding** (x) the amount of any debts or obligations of the Companies Under Reorganization directly or indirectly assumed by the acquirer, except for liabilities that are part of the Uni.co Assets, HNT Assets, AME Assets, or Digital Assets, as applicable, and (y) any Additional M&A Amounts, provided, in any case, that the corresponding amounts will be computed as Net Revenue from Liquidity

Events only if and according to their actual disbursement to the Companies Under Reorganization or assumption of debt or obligation of the Companies Under Reorganization (except for the liabilities that are part of the Uni.co Assets, HNT Assets, including HNT Commercial Points, the AME Assets, and the Digital Assets, as applicable). For the avoidance of doubt, the “equity value” will correspond to the economic value for shareholders, determined based on the economic value of the total assets (concept of “enterprise value” or “firm value”) of said Defined UPI, deducted from the value of the company’s net debt, or attributable to the respective Defined UPI”.

“Additional M&A Amounts”: Means the amounts relating to any sums to be owed or released to the Companies Under Reorganization after the closing of the sale of a given Defined UPI and/or HNT Commercial Point, depending on future events, including installments of price on credit, contingent price (earn-outs), release of amounts deposited in escrow, and similar events.

“M&A Price Adjustment Amounts”: Means the adjustment amounts of the purchase price for the sale of a certain Defined UPI and/or HNT Commercial Point agreed between the Americanas Group and the respective acquirer in the sale and purchase agreement of the respective Defined UPI and/or HNT Commercial Point, which (i) shall, under the terms of the respective purchase agreement, be determined within three (3) months from the closing date of the transaction of sale of the respective UPI and/or HNT Commercial Point and (ii) the Companies Under Reorganization may establish, in the respective sale and purchase agreement, the possibility for the buyer to retain or deposit amounts in an escrow account as guarantee of the price adjustment not exceeding twenty percent (20%) of the respective purchase price.”

4. RESTATEMENT OF THE PLAN

4.1. Due to the proposed amendments to the Plan provided for in **Sections 3.1 to 3.8** above, the Companies Under Reorganization propose the restatement of the Plan, which shall become effective with the wording contained in **Exhibit 4.1** to this Proposal (“Restated Plan”).

5. INSTRUMENT OF ADHESION OF REORGANIZATION CREDITORS AND EFFECTS OF THE PROPOSAL

5.1. Instrument of Adhesion of Reorganization Creditors. The Reorganization Creditors holding more than fifty percent (50%) of the Unsecured Claims listed in the List of Creditors adhered to this Proposal and approved and agreed with its terms and conditions (“Adhering Creditors”).

5.2. Binding Effect and other Effects of this Proposal on the Judicial Reorganization Plan. Subject to the provisions of **Section 5.1** of this Resolution Proposal and Section 11.7.1 of the Plan, the provisions of this Proposal are binding on the Americanas Group, its Reorganization Creditors, and their respective assigns and successors, and will become effective as of the date of execution of this Instrument of Adhesion to the Resolution Proposal by the Americanas Group and the Adhering Creditors, without prejudice to the subsequent confirmation of this Proposal by the Judicial Reorganization Court.

5.2.1. Subject to the provisions of **Sections 5.1** and 5.2 above, the adhesion by Reorganization Creditors holding more than fifty percent (50%) of the Unsecured Claims listed in the List of Creditors and the consequent approval of this Proposal shall be an authorization and binding consent by the Reorganization Creditors for the Companies Under Reorganization to take, within the limits of the Law and the terms of this Proposal, any and all measures that are appropriate and necessary for implementation of the measures provided for in this Proposal, including obtaining judicial, extrajudicial, or administrative measures (whether in accordance with any insolvency law or within the scope of any procedure of a main or incidental nature) pending or to be initiated by the Companies Under Reorganization, any of the representatives of the Companies Under Reorganization, or any representative of the Judicial Reorganization in any jurisdiction other than Brazil for the purpose of giving force, validity, and effect to the terms of this Proposal and amendment to the Plan and its implementation in another territory other than Brazil.

5.3. Ratification of the Plan. All other sections and provisions of the Plan that are not amended or excluded under this Proposal are expressly ratified by the Companies Under Reorganization and renumbered as applicable to reflect the changes in this Proposal, remaining in full force and effect.

6. FINAL PROVISIONS

6.1. Conflict. If there is a conflict between the wording, interpretation, or meaning of any exhibits and this Proposal, as well as between this Proposal and the Plan, the wording, interpretation, or meaning given by this Proposal shall prevail over any other document, and the provisions of the Plan not expressly changed or conflicting with this Proposal shall remain valid.

6.2. Severability of the Provisions of this Proposal. In the event that any term or provision of this Proposal is deemed invalid, null, or unenforceable by

the Judicial Reorganization Court, the validity and enforceability of the other provisions will not be affected, and the Companies Under Reorganization shall propose new provisions to replace those deemed invalid, null, or unenforceable, in a way that maintains the purpose of what is established in this Proposal, and so long as approved by the Reorganization Creditors according to Section 11.7.1 of the Plan.

6.3. Applicable Law. The rights, duties, and obligations under this Proposal shall be governed by, interpreted and performed according to the laws in force in the Federative Republic of Brazil.

6.4. Election of Jurisdiction. The following courts will have jurisdiction to resolve any controversies or disputes that arise from or are related to this Proposal: (i) the Judicial Reorganization Court, until the conclusion of the Judicial Reorganization proceeding; and (ii) the Courts of the Judicial District of the Capital City of the State of Rio de Janeiro, with express waiver of any other court, however privileged it may be, after the end of the Judicial Reorganization proceedings, except for the elections of jurisdiction in the instruments attached to the Plan.

The Proposal is signed by legal representatives duly appointed by the Americanas Group and is supported by the Adhering Creditors.

Exhibit 3.6 to the Resolution Proposal
List of the Americanas Group's Relevant Assets

(i) **Equity Interests**

• *Directly Controlled Companies*

Company Name	Corporate Taxpayers ID (CNPJ) Number or Similar Document	Country of the Principal Place of Business	Address	Equity Interest
Uni.Co S.A.	15.825.887/0001-24	Brazil	Avenida Doutor Cardoso de Melo, No. 1.855, suites 11, 12, 21 and 22, 1st and 2nd floors, Vila Olímpia, in the City of São Paulo, State of São Paulo, Postal Code 04548-903	100% of Americanas S.A. – Under Judicial Reorganization
Submarino Finance Promotora de Crédito LTDA.	07.897.468/0001-70	Brazil	Rua Henry Ford, 643, (part), Postal Code 06210-108, in the City of Osasco, State of São Paulo	100% of Americanas S.A. – Under Judicial Reorganization
ST Importações Ltda. – Under	02.867.220/0001-42	Brazil	Rodovia SC-281,	100% of Americanas S.A. – Under Judicial Reorganization

Judicial Reorganization			No. 2.951, Warehouses 01 and 02, Picadas do Sul, São José/SC – Postal Code 88.106-115	
QSM Distribuidora e Logística Ltda.	08.060.852/0001-86	Brazil	Rua Campolino Alves, No. 300, suite 207, Edifício Contibente Office Prime, Capoeira, Florianópolis/SC, Postal Code 88.085-110	100% of Americanas S.A. – Under Judicial Reorganization
BIT Services Inovação e Tecnologia LTDA	03.789.968/0001-37	Brazil	Rua Sacadura Cabral, No. 126, part, Saúde, Postal Code 20.081-262, in the City and State of Rio de Janeiro	100% of Americanas S.A. – Under Judicial Reorganization
Digital Finance Promotora Ltda.	19.179.007/0001-40	Brazil	Rua Sacadura Cabral, No. 102, Saúde, in the City of Rio de Janeiro, State of Rio de Janeiro, Postal Code 20081-902	99% of Americanas S.A. – Under Judicial Reorganization
Mesa Express Serviço de Informação na Internet S.A.	08.778.355/0001-18	Brazil	Rua Sacadura Cabral, No. 102, Saúde, in the City of Rio de Janeiro, State of Rio de Janeiro, Postal Code 20081-902	100% of Americanas S.A. – Under Judicial Reorganization
Click - Rodo Entregas Ltda.	15.121.491/0009-53	Brazil	Avenida Henry Ford, No. 643, Warehouse B, Presidente Altino, in the City of Osasco, State of São Paulo, Postal Code 06210-108	100% of Americanas S.A. – Under Judicial Reorganization
Supernow Portal e Serviços de Internet Ltda.	23.559.907/0001-90	Brazil	Rua Fidencio Ramos, No. 302, 1st floor, tower B, Vila Olímpia, in the	100% of Americanas S.A. – Under Judicial Reorganization

			City of São Paulo, State of São Paulo, Postal Code 04551-010.	
B2W Rental S.A.	09.114.718/0001-83	Brazil	Rua Sacadura Cabral, No. 102, Saúde, in the City of Rio de Janeiro, State of Rio de Janeiro, Postal Code 20081-902	100% of Americanas S.A. – Under Judicial Reorganization
B2W DIGITAL LUX S. à. r. l. – Under Judicial Reorganization	39.850.361/0001-62	Luxembourg	16, rue Eugène Ruppert L-2453 Luxembourg	100% of Americanas S.A. – Under Judicial Reorganization
Ame Pay Cayman Ltd.	35.153.652/0001-40	Cayman Islands	89 Nexus Way, Camana Bay, Grand Cayman KYI-9009, Cayman Islands	100% of Americanas S.A. – Under Judicial Reorganization
Ame Holding LTDA	40.208.827/0001-00	Brazil	Rua Fidencio Ramos, No. 302, 1st floor, tower B, Vila Olímpia, in the City of São Paulo, State of São Paulo, Postal Code 04551-010.	99% of Americanas S.A. – Under Judicial Reorganization
BWU Comércio e Entretenimento S.A.	00.019.388/0001-72	Brazil	Rua Sacadura Cabral, No. 102, part, Saúde, in the City of Rio de Janeiro, State of Rio de Janeiro, Postal Code 20081-902.	100% of Americanas S.A. – Under Judicial Reorganization
Freijó Administração e Participações Ltda.	08.596.150/0001-11	Brazil	Rua Sacadura Cabral, No. 102, part, Centro (Downtown), in the City of Rio de Janeiro, State of Rio de Janeiro, Postal Code 20081-902.	99.8% of Americanas S.A. – Under Judicial Reorganization

Louise Holdings Limited	n/a	Bahamas	Saffrey Square, Suite 205, Bank Lane, P.O. Box 8188, Nassau, Bahamas	100% of Americanas S.A. – Under Judicial Reorganization
JSM Global S. à. r. l. – Under Judicial Reorganization	39.332.623/0001-05	Luxembourg	16 rue Eugène Ruppert, L- 2453 Luxembourg,	100% of Americanas S.A. – Under Judicial Reorganization
Skoob Books 3D Serviços de Internet Ltda.	17.967.011/0001-48	Brazil	Rua Nelson Tarquinio, No. 150, suite 206, Recreio dos Bandeirantes, in the City of Rio de Janeiro, State of Rio de Janeiro, Postal Code 22790-385.	100% of Americanas S.A. – Under Judicial Reorganization
Skoob Comércio Varejista de Livros e Papelaria Ltda.	29.362.090/0001-42	Brazil	Rua Nelson Tarquinio, No. 150, suite 204, Recreio dos Bandeirantes, in the City of Rio de Janeiro, State of Rio de Janeiro, Postal Code 22790-385.	100% of Americanas S.A. – Under Judicial Reorganization
Americanas Lux S.à.r.l	2021 2473 643	Luxembourg	16, rue Eugène Ruppert, L-2543 Luxembourg	100% of Americanas S.A. – Under Judicial Reorganization
Klanil Services LTD	n/a	Bahamas	Saffrey Square, Suite 205, Bank Lane, P.O. Box 8188, Nassau, Bahamas	100% of Americanas S.A. – Under Judicial Reorganization
IF Ventures Ltda.	48.962.835/0001-59	Brazil	Rua Sacadura Cabral, No. 102, part, Saúde, in the City of Rio de Janeiro, State of Rio de Janeiro, Postal Code 20081-902.	100% of Americanas S.A. – Under Judicial Reorganization
LASA Inc. Limited	n/a	Bermudas	Clarendon House, 2 Church Street, Hamilton, HM 1 1, Bermuda	100% of Americanas S.A. – Under Judicial Reorganization

- *Indirectly Controlled Companies*

Company Name	Corporate Taxpayers ID (CNPJ) Number or Similar Document	Country of the Principal Place of Business	Address	Equity Interest
AME Digital Brasil Instituição de Pagamento Ltda.	32.778.350/0001-70	Brazil	Rua Fidencio Ramos, No. 302, 1st floor, tower B, Vila Olímpia, in the City of São Paulo, State of São Paulo, Postal Code 04551-010.	96.4% of AME Holding LTDA.
Ame Pay Delaware Holding LLC	35.153.653/0001-95	United States of America	251 Little Falls Drive, Wilmington, New Castle County, Delaware 19808,	100% of AME PAY Cayman Ltd.
Ecolivery Courrieros Ltda.	16.890.506/0001-53	Brazil	Avenida Henry Ford, No. 643, part sector, Presidente Altino, in the City of Osasco, State of São Paulo, Postal Code 06210-103.	100% of Click - Rodo Entregas Ltda. ¹
Courrieros Transportes Ltda.	29.386.039/0001-70	Brazil	Rua Porto Martins, No. 756, Brooklin, in the City of São Paulo, State of São Paulo, Postal Code 04570-140.	100% of Click - Rodo Entregas Ltda. ²
Eco Logística Ltda.	22.236.386.389/0001-01	Brazil	Rua Oliveira Fausto, No. 28, Botafogo, Postal Code 22.280-090	100% of Click - Rodo Entregas Ltda. ²

¹ Control structure reflects the spin-off of Ame Digital Brasil Instituição de Pagamentos Ltda, in process of approval before the Central Bank of Brazil

BIT Capital S.A.	29.079.725/0001-07	Brazil	Rua Fidencio Ramos, No. 302, 1st floor, Tower B, part, Postal Code 04551-010, in the City of São Paulo, State of São Paulo, Postal Code 04551-010.	100% of Mesa Express Serviço de Informação na Internet S.A. ²
Cheyney Financial S.A.	n/a	Uruguay	Calle Juncal 1305, Unidad 1604, Montevideo, Uruguay	100% of Klanil Services LTD.
Auchal Investments S.A.	n/a	Uruguay	Calle Cesar Cortinas, 2037, Montevideo, Uruguay	100% of Cheyney Financial S.A.
Americanas Delivery Tecnologia LTDA.	27.815.074/0001-32	Brazil	Avenida Nossa Senhora dos Navegantes, No. 955, suite 504, 505, and 506, Tower A, Enseada do Suá, Vitória - ES, Postal Code 29050-335	100% of Supernow Portal e Serviços de Internet Ltda.
Nexoos do Brasil Tecnologia e Serviços Ltda.	23.265.773/0001-03	Brazil	Rua Fidencio Ramos, No. 302, 1st floor, Tower B, part, Postal Code 04551-010, in the City of São Paulo, State of São Paulo, Postal Code 04551-010.	100% of Mesa Express Serviço de Informação na Internet S.A. ²
Nexoos do Brasil Gestão de Ativos Ltda.	27.266.759/0001-77	Brazil	Rua Fidencio Ramos, No. 302, 1st floor, Tower B, part, Postal Code 04551-010, in the City of São Paulo, State of São Paulo, Postal Code 04551-010.	100% of Nexoos do Brasil Tecnologia e Serviços Ltda.

ST Global Sourcing HK Limited	2917341	Hong Kong	Suite 2111, 21/F., Prudential Tower, The Gateway, Harbour City, 21 Canton Road, Tsimshatsui, Kowloon, Hong Kong	100% of ST Importações LTDA
Uni.co Comércio S.A.	00.399.603/0001-08	Brazil	Avenida Dr. Cardoso de Melo, No. 1855, 1st floor, room B, suites 11 and 12, Edifício Francisco Lopes, Vila Olímpia, in the City of São Paulo, State of São Paulo, Postal Code 0458-005.	100% of Uni.Co S.A.
Imaginarium Franchising Ltda.	01.232.051/0001-01	Brazil	Avenida Dr. Cardoso de Melo, No. 1855, 1st floor, suite 11/2, Vila Olímpia, in the City of São Paulo, State of São Paulo, Postal Code 04548-903.	100% of Uni.Co S.A.
IMB Têxtil S.A.	58.500.398/0001-05	Brazil	Avenida Dr. Cardoso de Melo, No. 1855, 1st floor, suites 11 and 12, Edifício Francisco Lopes, Vila Olímpia, in the City of São Paulo, State of São Paulo, Postal Code 04548-005.	100% of Uni.Co Comércio S.A.
Mone Gestão de Franquias e	12.142.614/0001-97	Brazil	Avenida Mofarrej, No. 348, suite 1.503, 15th floor, suite A, Vila Leopoldina, in the City of São Paulo,	100% of IMB Têxtil S.A.

Participações Eireli ⁴			State of São Paulo, Postal Code 05311-000.	
Uni.Co Hong Kong Limited	n/a	Hong Kong	Suites 2111-13, 21-F, Prudential Tower, The Gateway, Harbour City, 21 Canton Road, Tsimshatsui, Kowloon, Hong Kong	100% of Uni.Co Comércio S.A.
Uni.co (Shenzhhen) Co. Ltd.	n/a	China	Haide St, 3, block C. Nshan – Shenzhen - China	100% of Uni.Co Hong Kong Limited
Parati Crédito, Financiamento e Investimento S.A.	03.311.443/0001-91	Brazil	Avenida Nossa Senhora dos Navegantes, No. 955, suite 504, 505E506, tower A, Enseada do Sua, in the City of Vitória, State of Espírito Santo, Postal Code 29050-335.	100% of AME Holding S.A.

- *Jointly Controlled Companies*

Company Name	Corporate Taxpayers ID (CNPJ) Number or Similar Document	Country of the Principal Place of Business	Address	Equity Interest
Vem Conveniência S.A.	42.538.886/0060-21	Brazil	Avenida Jamaris, No. 451, Planalto Paulista, in the City of São Paulo,	Americanas S.A. – Under Judicial Reorganization and by

			State of São Paulo, Postal Code 04078-001.	Vibra Energia S.A., both with equity interest of 50%. ²
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- *Affiliates*

Company Name	Corporate Taxpayers ID (CNPJ) Number or Similar Document	Country of the Principal Place of Business	Address	Equity Interest
Extrafruti S.A. Comércio de Hortifrutigranjeiros	06.175.064/0001-00	Brazil	Avenida Mário Gurgel, No. 5468, store PP1 01A, 01B, 28B, 29B, Vila Capixaba, in the City of Cariacica, State of Espírito Santo, Postal Code 29145-906.	10% of Americanas S.A. – Under Judicial Reorganization
Vcognition Technologies, Inc.	n/a	United States	215 Fremont St, Ste 1 San Francisco, CA 94105. USA	1.32% of Americanas S.A. – Under Judicial Reorganization

(ii) Registered Trademarks and Licenses

Name	Type	Holder	Registration Number
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² As disclosed in the Material Fact of June 23, 2023, a Partnership Termination Agreement was executed by and between Americanas S.A. – Under Judicial Reorganization and Vibra Energia S.A. See Exhibit 4.1.6 for further information.

Americanas	Nominative	Americanas S.A.	919039693
Submarino	Nominative	Americanas S.A.	829849742
Shoptime	Nominative	Americanas S.A.	818747269
Lojas Americanas	Nominative	Americanas S.A.	919041426
Americanas <i>Express</i>	Nominative	Americanas S.A.	825386179
Ame Go	Nominative	Americanas S.A.	918685877
Hortifruti Natural da Terra ³	Nominative	Americanas S.A.	915243482
Ame Digital	Nominative	Americanas S.A.	914545620
Local Americanas	Nominative	Americanas S.A.	914651625
Imaginarium	Mixed	Uni.Co Comércio S.A.	831107677
MinD	Mixed	Uni.Co Comércio S.A.	911142622
Puket ⁴	Nominative	Uni.Co Comércio S.A.	825473381
LoveBrands ⁵	Nominative	Uni.Co Comércio S.A.	904451577

(iii) Other assets

- *Business Units of Americanas S.A. – Under Judicial Reorganization*

Business Unit	Composition
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³ The Hortifruti Natural da Terra business unit was acquired on November 1, 2021 and was merged in September 2022.

⁴ The trademark is registered with the National Institute of Industrial Property (INPI) in the name of MONE GESTÃO DE FRANQUIAS E PARTICIPAÇÕES LTDA

⁵ The trademark is registered with the INPI in the name of IMAGINARIUM FRANCHISING S.A.

HNT	Hortigil Hortifruti S.A., IF Capital Ltda., Natural Administradora de Cartões de Crédito S.A., Natural da Terra Comércio Varejista Hortifruti Ltda., Natural da Terra Hortifruti Ltda. and Horti Frutti Corujas Ltda. were merged into Americanas S.A. – Under Judicial Reorganization in September 2022. The composition of HNT assets is described in Exhibit 3.7(i)-A , with the consummation of transactions in the ordinary course of business and the sale of commercial points being authorized.
LET's	Logistic assets of Direct Express Logística Integrada S.A. and BFF Logística e Distribuição Ltda. merged into Americanas S.A. – Under Judicial Reorganization in September 2022
BSeller	Backoffice software as a service for third-party e-commerce management and operation
Hydra	Proprietary Point of Sale System (POS) of Americanas S.A. – Under Judicial Reorganization
Digital Platform	This is a copy of the source code of the Digital Platform of Americanas S.A. – Under Judicial Reorganization.
B2B Portal	This is a copy of the source code of the Digital Platform of Americanas S.A. – Under Judicial Reorganization.
Shielded Website	Platform for checking website security against intrusions, malware infections, theft of information and credit card numbers

Exhibit 3.7(i)-A to the Resolution Proposal

HNT UPI

All or a portion, as applicable, of the operation of Hortifruti Natural da Terra (HNT), which is a physical and digital food retailer with a special focus on fresh fruits, vegetables, and greens (FLV), will be transferred to the HNT UPI(s) established. As of the date of this Plan, HNT's operation comprises the respective commercial establishment, business fund, and 76 stores in 4 states (Rio de Janeiro, São Paulo, Minas Gerais, and Espírito Santo), with each store being understood as an HNT Commercial Point for the purposes of the Plan, an e-commerce operation, and 3 Distribution Centers, brands, and other assets (including intangibles), and it has a loyalty program with the participation of a base of more than 2 million registered customers ("HNT UPI Assets").

The HNT UPI Assets will be contributed by Americanas and/or other subsidiaries to a capital increase in the respective HNT SPE(s) until completion of the sale of the respective HNT UPI(s), as applicable.

Exhibit 3.7(i)-B to the Resolution Proposal

HNT Stores

Stores	Corporate Taxpayers ID No. (CNPJ)
Store 01	00.776.574/1994-83
Store 02	00.776.574/2038-55
Store 03	00.776.574/2044-01
Store 04	00.776.574/2036-93
Store 05	00.776.574/1990-50
Store 06	00.776.574/1981-69
Store 07	00.776.574/1982-40
Store 08	00.776.574/1989-16
Store 09	00.776.574/2027-00
Store 10	00.776.574/2028-83
Store 11	00.776.574/1983-20
Store 12	00.776.574/1984-01
Store 13	00.776.574/2030-06
Store 14	00.776.574/2026-11
Store 15	00.776.574/2072-57
Store 16	00.776.574/1989-16
Store 17	00.776.574/2032-60
Store 18	00.776.574/1988-35

Exhibit 3.7(ii) to the Resolution Proposal

Uni.Co UPI

The Uni.Co UPI(s) will consist of all the shares issued by Uni.Co S.A. ("Uni.Co") held by Americanas at the time of the sale of the respective UPI, provided that Uni.Co UPI(s) may be established with assets, liabilities, obligations and rights, and/or shares representing the capital of its subsidiaries or business units, as described below. Americanas holds 100% of the total and voting capital of Uni.Co.

The Uni.Co Assets consists of a platform that operates in specialized franchise retail, owning the brands Imaginarium, Puket, Casa MinD, and Lovebrands. Uni.Co has a network of franchisees with more than 360 stores owned by third parties and has a technological platform developed to operate its digital channels - including the brands' exclusive websites and the entire omnichannel structure with customized technology and processes for integration of franchises with digital channels. There is also a specific structure and technologies developed to serve multi-brand channels reaching more than 2,000 active customers.

In order to maintain Uni.Co's activities, Americanas may make contributions and/or loans to maintain the company's ordinary operations, as provided for in the Judicial Reorganization Plan.

Exhibit 3.7(iii) to the Resolution Proposal

AME UPI

The AME UPI will consist of all the shares representing 100% of the total and voting capital of AME Digital Brasil Instituição de Pagamento Ltda. (“AME”). AME is owned by Americanas indirectly via special purpose vehicles. Americanas will take the necessary measures to create the AME UPI and to facilitate its sale, including by creating more than one UPI and carrying out corporate reorganizations to adapt the structure of the AME for this purpose, which may or may not include other affiliates, companies under common control, and/or subsidiaries.

AME is a payment institution authorized to operate by the Central Bank as an issuer of prepaid electronic currency and acquirer, responsible for wallet services, means of payment, and the loyalty program with the granting of cashback. With more than 40 million downloads of its application, AME has approximately 13 million customers with biometrics registered for use as a means of payment. AME's assets comprise the technological infrastructure necessary to conduct its operations.

In order to maintain AME's ordinary operations, Americanas will make annual contributions and/or loans, and it may also make an extraordinary contribution in the event of dissolution and liquidation of AME, as provided for in the Judicial Reorganization Plan and in **Exhibit 7.4.1**.

Exhibit 3.7(iv) to the Resolution Proposal

Digital UPI

Digital UPI will consist of the Americanas Group's digital retail operation, which includes the commissioned sales platform for third-party products and services (marketplace), as well as the assets necessary to provide this service, and it may also include the digital resale operation (1P), logistical assets, platforms and other technology assets (e.g. apps), customer base, access to a network of physical stores with integration to enable O2O (online to offline) operations and/or brands linked to digital retail ("Digital UPI Assets"). Americanas may establish more than one UPI for the sale of Digital UPI Assets, at its sole discretion.

The Digital UPI Assets may be contributed by Americanas and other subsidiaries to a capital increase in the respective SPE Digital until the completion of the sale of the respective Digital UPI, as applicable.

Exhibit 3.8 to the Resolution Proposal

**Drafts of Americanas Private Debenture Deed and Americanas Public Debenture
Deed**

Exhibit 4.1 to the Resolution Proposal

Restated Plan