

The logo for Americanas SA, featuring the word "americanas" in a bold, lowercase, sans-serif font, followed by "sa" in a smaller, lowercase, sans-serif font. The text is white and set against a solid red rectangular background.

americanas sa

AMERICANAS GROUP'S JUDICIAL REORGANIZATION PLAN

Rio de Janeiro, November 27, 2023

JUDICIAL REORGANIZATION PLAN

AMERICANAS S.A. – UNDER JUDICIAL REORGANIZATION, a publicly-held corporation, enrolled with the National Corporate Taxpayers Register of the Ministry of Finance (“CNPJ/MF”) under No. 00.776.574/0006-60, having its headquarters and principal place of business at Rua Sacadura Cabral No. 102, 20081-902 Saúde, City of Rio de Janeiro, State of Rio de Janeiro (RJ) (“Americanas” or “Company”), **B2W DIGITAL LUX S.À.RL – UNDER JUDICIAL REORGANIZATION**, a limited liability company headquartered in Luxembourg at 14 Rue Edward Steichen, L-2540 (“B2W”), **JSM GLOBAL S.À.RL – UNDER JUDICIAL REORGANIZATION**, a limited liability company headquartered 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 No. 02.867.220/0001-42, with headquarters at ROD SC 281, Sheds 1 and 2, Picada do Sul, São José, State of Santa Catarina (“ST” and, together with Americanas, B2W and JSM, “Americanas Group” or the “Companies Under Reorganization”), in compliance with the provisions of article 53 of Law No. 11.101/2005 (the “LRF”), hereby enter in the records of Judicial Reorganization Case No. 0803087-20.2023.8.19.0001, assigned to the 4th Business Court in the Judicial District of the State Capital of the Rio de Janeiro (“Judicial Reorganization”), the following unified and consolidated judicial reorganization plan (“Plan”), according to the terms and conditions provided below.

1. TERMS AND DEFINITIONS

1.1. The terms and expressions below, whenever capitalized herein, shall have the meanings attributed thereto in this Section, whether in singular or plural form, whether in the masculine or feminine gender, which shall not cause them to lose the meaning ascribed thereto. The terms are defined below without prejudice to any other definitions that may be introduced in the wording of the Plan.

- 1.1.1.** “AME Net Assets” has the meaning set forth in **Section 7.2.1(iii)**.
- 1.1.2.** “Digital Net Assets” has the meaning set forth in **Section 7.2.1(iv)**.
- 1.1.3.** “HNT Net Assets” has the meaning set forth in **Section 7.2.1(i)**.
- 1.1.4.** “Uni.Co Net Assets” has the meaning set forth in **Section 7.2.1(ii)**.

1.1.5. “Reference Shareholders” or “ARs” means, jointly: (i) Cedar Trade LLC; (ii) BRC S.À.RL; (iii) Cathos Holding; (iv) S-Velame S.À.RL; and (v) Carlos Alberto da Veiga Sicupira.

1.1.6. “AR Shareholders” means the individuals who are signatories to the Plan Support Agreement and hold a relevant direct or indirect equity interest in the Reference Shareholders.

1.1.7. “Plan Support Agreement” means the *Reorganization Support Agreement, Reorganization Plan, Investment Agreement and Other Covenants* entered into on November 27, 2023 by the Companies Under Reorganization, the Reference Shareholders and Affiliates, the AR Shareholders, and the Initial Supporting Creditors, in the form and terms of **Exhibit 1.1.7**.

1.1.8. “Creditors Lock-Up Agreement” has the meaning set forth in **Section 6.2.6.2**.

1.1.9. “Exempt Managers” means all members and former members of the board of directors, executive board, fiscal council and advisory committees (statutory or not) of the board of directors of Americanas having individually and expressly adhered to and signed the respective Non-Litigation, Release and Waiver Commitment Agreement or who individually and expressly adhere to and sign the respective Non-Litigation, Release and Waiver Commitment Agreement by the Non-Litigation, Release and Waiver Commitment Agreement Execution Deadline, with the exception, in any case, of Non-Exempt Managers.

1.1.10. “Non-Exempt Managers” means the members and former members of the board of directors, executive board, fiscal council and advisory committees (statutory or not) of the board of directors of Americanas: (i) who have been or may be held liable by a final, unappealable criminal conviction judgment for having acted with the intention of defrauding Americanas' financial statements, notwithstanding that they may have signed or may sign the Non-Litigation, Release and Waiver Commitment Agreement; (ii) who are on the list which was prepared by the Companies Under Reorganization in **Exhibit 1.1.10** and will be changed in the event contemplated in item (i) of this **Section 1.1.10**; or (iii) who have not individually and expressly adhered to and signed the respective Non-Litigation, Release and Waiver Commitment Agreement by the Non-Litigation, Release and Waiver Commitment Agreement Execution Deadline.

1.1.11. “Trustees” means the joint judicial administrators, namely, (i) the specialized firm Preserva-Ação Administração Judicial, enrolled with the CNPJ/MF under No. 33.866.330/0001-13, represented by its managing partner Bruno Rezende, an attorney registered with the Brazilian Bar Association/Rio de Janeiro Chapter (“OAB/RJ”) under No. 124.405, with headquarters at Avenida Rio Branco No. 116, 15th floor, Downtown, Rio de Janeiro, RJ, website www.psvar.com.br, and (ii) the law firm Escritório de Advocacia Zveiter, represented by the attorney Sergio Zveiter, registered with the OAB/RJ under No. 36.501, with headquarters at Avenida Presidente Antônio Carlos No. 51, 19th floor, Downtown, Rio de Janeiro, RJ, website www.zveiter.com.br, according to the commitment agreements submitted on January 18, 2023 (ID No. 42528989) and January 23, 2023 (ID No. 42868780).

1.1.12. “Affiliates” means, with respect to any Person, another Person who, directly or indirectly, by themselves or through one or more intermediaries, Controls, is Controlled by or is under common Control with such Person.

1.1.13. “Restructuring Capital Increase AGE” has the meaning set forth in **Section 5.1.3**.

1.1.14. “New Board AGE” means Americanas’ special shareholders’ meeting to be called by Americanas as set forth in its Bylaws and the Corporation Law for the purpose of resolving on the election of the New Board of Directors of Americanas, as set forth in **Section 8.2.1**.

1.1.15. “Americanas”, “Reorganization Company” or “Company” means Americanas S.A. – Under Judicial Reorganization, a publicly-held corporation enrolled with the CNPJ/MF under number 00.776.574/0006-60, having its headquarters and principal place of business at Rua Sacadura Cabral No. 102, 20081-902 Saúde, City of Rio de Janeiro, State of Rio de Janeiro.

1.1.16. “Plan Approval” means the approval of this Plan by the Pre-Petition Creditors at the General Meeting of Creditors, under article 45 or article 58, § 1, of the LRF, or otherwise under article 45-A of the LRF. For the purposes of this Plan, the Plan Approval will be deemed to occur on the date of the General Meeting of Creditors that approves the Plan. In the event of approval under articles 45-A and 58, §1, of the LRF, the Plan Approval will be deemed to occur on the date of the order granting the Judicial Reorganization.

1.1.17. “General Meeting of Creditors” or “GMC” means any general meeting of creditors held pursuant to chapter II, section IV, of the LRF.

1.1.18. “Non-Relevant Assets” has the meaning set forth in **Section 4.1.4**.

1.1.19. “Relevant Assets” means the assets, be it personal properties or real estate, making up the Companies Under Reorganization’s property and equipment (non-current).

1.1.20. “Restructuring Capital Increase” has the meaning set forth in **Section 4.1.2**.

1.1.21. “Authorized Capital Increases” means one or more increases in Americanas’ capital by resolution of the Board of Directors, through a public or private issuance of common or preferred shares, if applicable, until the amount of its capital stock reaches the limit set forth in Americanas’ Bylaws at the time that the relevant capital increase is performed, which resolution may also, within said limit, (i) resolve on the issuance of subscription warrants and convertible debentures or (ii) grant stock options to managers and employees of the Company or any company under its Control and/or individuals providing services thereto, according to the Plan approved by the General Meeting of Creditors without the shareholders having a preemptive right to subscribe for these shares, it being understood that, for the purposes of this item (ii), the limit of 2.00% (two percent) of Americanas’ capital stock, on a fully diluted basis, shall be observed, as calculated immediately after completion of the Restructuring Capital Increase, which limit shall be valid until the full settlement or redemption of Americanas Debentures.

1.1.22. “B3” means B3 S.A. – Brasil, Bolsa, Balcão.

1.1.23. “Chapter 15” means the ancillary insolvency proceeding set forth in Chapter 15 of Title 11 of the United States Bankruptcy Code, brought before the United States Bankruptcy Court, Southern District of New York, Case No. 23-10092 (MEW).

1.1.24. “Section” means each of the items identified by cardinal and Roman numerals in this Plan.

1.1.25. “Brazilian Civil Code” means Federal Law No. 10.406, dated January 10, 2002, as in force on the date hereof.

1.1.26. “Derivatives Offset” means the offsetting or foreclosure of guarantees and other actions taken by Creditors involving derivative transactions for the purpose of settling any and all balances of liabilities, including as permitted under article 193-A of the LRF.

1.1.27. “Non-Litigation Commitment” has the meaning set forth in **Section 11.3**.

1.1.28. “Restructuring Capital Increase Payment Account” means the escrow account linked to the Judicial Reorganization proceeding held by Americanas, to be subsequently indicated, into which the AR Shareholders shall deposit the fund necessary for payment in cash of their respective share in the AR Increase Amount in the context of the Restructuring Capital Increase, except for the amount equivalent to any share that may have been agreed upon otherwise by the Companies Under Reorganization, the Supporting Creditors and the Reference Shareholders and/or AR Shareholders under **Section 11.3.5(i)**, it being agreed that the funds will be released on the Closing Date - Restructuring Option II to pay part of the New Funds New Shares and will serve exclusively to compose the Funds Allocated to Repurchase and, if applicable, to operationalize the Repurchase of Unsecured Claims.

1.1.29. “M&A Payments Account” means the account linked to the Judicial Reorganization proceeding (escrow account) held by the trustee of Americanas Debentures, into which the Cash Sweep Amounts will be and remain deposited, in accordance with **Section 7.3**, until they are allocated to a partial or full payment of Americanas Debentures, pursuant to **Section 7.3** and the Debenture Indenture.

1.1.30. “Control” means, under article 116 of the Corporation Law, (i) the ownership of shareholder rights that ensure their holder, on a permanent basis, a majority of votes on corporate resolutions and the power to elect a majority of the company's managers, and (ii) the actual use of such power to direct corporate activities and guide the procedures of company's bodies. The expressions and terms “Controlling”, “Controlled by”, “under common Control with” and “Controlled” have the meanings logically drawn from this definition of “Control”.

1.1.31. “Claims” means all existing claims against Americanas Group, whether liquid or illiquid, whether materialized or contingent, whether or not subject to

judicial or arbitration proceedings, whether or not subject to the effects of Judicial Reorganization.

1.1.32. “Reference Shareholder Claims” means the Claims held by the Reference Shareholders or their Affiliates, including individuals, arising from loans, borrowings or other transactions of any nature carried out between the Companies Under Reorganization and such companies or individuals, as applicable, including with funds from transactions carried out in the international market, *except (i) DIP Financing and (ii) claims held by Affiliates of Reference Shareholders concerning the provisions of goods, inputs, materials and physical spaces for rent.*

1.1.33. “Pre-Petition Claims” means the Claims existing against Americanas Group on the Filing Date, subject to the effects of Judicial Reorganization under article 49, *head provision*, of the LRF, that will be restructured and paid according to the terms and conditions set forth in this Plan, including Labor Claims, Unsecured Claims, ME and EPP Claims and Illiquid Claims, in the latter case when they become liquid, as set forth in this Plan, and subject, in any case, to the Filing Date Payments. Any Claims that are Post-Petition and Tax Claims are not Pre-Petition Claims.

1.1.34. “Subrogated Pre-Petition Claims” means any Pre-Petition Claims that are subrogated for any purposes and at any time.

1.1.35. “Post-Petition Claims” means each of the existing Claims and obligations standing against Americanas Group that is not subject to the effects of the Judicial Reorganization *(i) by virtue of the provisions of article 49, head provision and §§ 3 and 4, of the LRF, (ii) arising from contracts signed after the Filing Date, including Bank Guarantees and/or Surety Bonds, (iii) due to payment with subrogation of Post-Petition Claims or claims arising from administrative and judicial proceedings involving tax contingencies against Americanas Group, or (iv) due to its post-petition timing having been recognized by court order.* Post-Petition Claims will not be restructured and renewed due to the approval and Judicial Confirmation of the Plan, it being agreed that their restructuring may be implemented through bilateral deals with the relevant Post-Petition Creditors.

1.1.36. “Financial Claims” means Bank Financial Claims and Capital Market Financial Claims.

1.1.37. “Bank Financial Claims” means the Unsecured Claims arising from transactions contracted and carried out by the Companies Under Reorganization within the National Financial System with financial institutions, under any denomination, as well as other financial claims, including Subrogated Pre-Petition Claims by financial institutions and insurance companies, that are not, in any case, deemed Capital Market Financial Claims, excluding any Offset Amounts or Amounts to be Offset.

1.1.38. “Capital Market Financial Claims” means unsecured claims regarding (i) debentures or debt instruments traded abroad and regulated by foreign laws (bonds) issued by the Debtors, (ii) bank credit notes (“CCBs”) issued by Companies Under Reorganization and held by investment funds on the Filing Date and/or (iii) Certificates of Agribusiness Receivables (“CRAs”) issued by the Companies Under Reorganization, excluding any Offset Amounts or Amounts to be Offset. For the sake of clarity, CRAs will be deemed Capital Market Financial Claims for the purposes of this Plan only if and as long as order ID No. 85016728 remains effective, it being understood that, if said order ceases to be in effect by the Closing Date - Option Restructuring II, then any Unsecured Claims regarding such CRAs will no longer be Capital Market Financial claims and will be treated generically as Unsecured Claims for the purposes of this Plan.

1.1.39. “Illiquid Claims” means contingent or illiquid Pre-Petition Claims subject to legal actions, arbitration proceedings or administrative proceedings, arising from any triggering events having occurred or found to have occurred by and including the Filing Date, which will be restructured by this Plan in accordance with **Section 6.3**, under the LRF, such as Labor Claims, Unsecured Claims, ME and EPP Claims or Intercompany Claims, as applicable.

1.1.40. “Intercompany Claims” means claims held by companies belonging to the same economic group as the Companies Under Reorganization, including their subsidiaries and Affiliates, resulting from loans made between the Companies Under Reorganization and such companies, as a form of cash management and transfer of funds between different companies, including funds arising of transactions carried out in the international market, *except* for claims held by any Option II Unsecured Creditors that, by virtue of this Plan, may become shareholders of the Companies Under Reorganization.

1.1.41. “ME and EPP Claims” means the Pre-Petition Claims held by ME and EPP Creditors, under article 41, item IV, of the LRF.

1.1.42. “Post-Injunction, Pre-Petition Claims” means all Pre-Petition Claims which triggered event has occurred or found to have occurred between the Injunction Date and the Filing Date, exclusively related to continuously and/or successively serviced liabilities and to services and products provided to Americanas Group, which may have been or will be paid by Americanas Group in accordance with this Plan, the payments of which are expressly ratified for all legal intents and purposes by the giving and the effect of the Plan Approval.

1.1.43. “Unsecured Claims” means the Pre-Petition Claims held by Unsecured Creditors, pursuant to article 41, item III, of the LRF, excluding Intercompany Claims.

1.1.44. “Reclassified Claims” has the meaning set forth in **Section 6.6**.

1.1.45. “Late Claims” has the meaning set forth in **Section 6.4**.

1.1.46. “Labor Claims” means the Pre-Petition Claims arising out of the labor laws, resulting from a work accident, and those arising from any notice of termination of employment agreement prior to the Filing Date, regardless of how the notice period is served, including any amounts arising from compensation through Restricted Stock Units (RSU), pursuant to article 41, item I, of the LRF, which (i) are liquid, certain and uncontroversial, with no pending legal proceedings that have not become final and no qualifications, conflicts or challenges to their value or classification or that (ii) are being or will be disputed by legal actions.

1.1.47. “Tax Claims” means any tax Claims existing against Americanas Group, including as a result of administrative or judicial proceedings.

1.1.48. “Creditors” mean any persons, whether individuals or legal entities under public or private law, domestic or foreign, holding Claims against Americanas Group.

1.1.49. “Supporting Creditors” means, jointly, the Financial Creditors that (i) are Initial Supporting Creditors or (ii) have fully adhered to the Plan Support Agreement by signing the respective Support Agreement by and including the day immediately prior to the General Meeting of Creditors convened to resolve on this Plan, as set forth in the LRF.

1.1.50. “Initial Supporting Creditors” means the Financial Creditors who originally signed the Plan Support Agreement with the Companies Under Reorganization, Reference Shareholders, AR Shareholders and Affiliates on November 27, 2023.

1.1.51. “Pre-Petition Creditors” means any Creditors holding Pre-Petition Claims.

1.1.52. “Americanas Incoming Creditors” has the meaning set forth in **Section 4.1.2.**

1.1.53. “Financial Creditors” means Unsecured Creditors holding Financial Claims.

1.1.54. “Bank Financial Creditors” means Unsecured Creditors holding Bank Financial Claims.

1.1.55. “Litigating Financial Creditors With Retained or Offset Amounts” means the Financial Creditors *(i)* holding Claims classified as Unsecured on the List of Creditors, *(ii)* holding Retained or Offset Amounts, *(iii)* having filed Claims in relation to such Retained or Offset Amounts, as well as other Claims, including preparatory ones, against the Companies Under Reorganization, their Affiliates, their shareholders or Exempt Managers, including claim acknowledgements and challenges, and *(iv)* having filed for withdrawal or suspension, as well as related extensions of any and all Proceedings against the Companies Under Reorganization, their Affiliates, their shareholders or Exempt Managers, even if not granted, including claim qualifications and challenges, provided that any such suspension shall remain in force until the implementation of the conditions set out in the applicable Restructuring Option.

1.1.56. “Capital Market Financial Creditors” means the Unsecured Creditors holding Capital Market Financial Claims.

1.1.57. “Supplier Creditors” means Unsecured Creditors that, considering the nature of the activities performed thereby, provide goods, inputs, materials, physical spaces for rent and non-financial services to Americanas Group.

1.1.58. “Supplier Creditor Collaborators” means Supplier Creditors having provided goods for resale (non-financial products) as ordered by Americanas

Group by the Plan Approval date, provided that they shall strictly meet the requirements and the conditions set forth in **Section 6.2.9**.

1.1.59. “Technology Supplier Creditors” means the Unsecured Creditors that provide technology and are essential for the performance of sales activities (physical/online) and those of Americanas Group's marketplace related to (i) the rental of space in a digital environment and/or platform not subject to commission payments, (ii) technology services for affiliation intermediation purposes, (iii) data storage (online/backup), (iv) paid exposure of content via digital platforms not subject to commission payments, (v) telecommunications services, (vi) electronic approval of payment methods (TEF), and (vii) the development and support of integrated ERP systems.

1.1.60. “Exempt Creditors” means any Creditor (including their respective Affiliates) that chooses to receive payment of their respective restructured Unsecured Claims under **Sections 6.2.2, 6.2.3, 6.2.4, 6.2.6, 6.2.7, 6.2.8, 6.2.9 and 6.2.10**.

1.1.61. “ME and EPP Creditors” means Creditors holding Pre-Petition Claims that operate as micro-enterprises or small businesses, as defined by Supplementary Law No. 123, dated December 14, 2006, regardless of the nature of their Claims.

1.1.62. “Unsecured Creditors” means Creditors holding Unsecured Credits, pursuant to article 41, item III, of the LRF.

1.1.63. “Unsecured Creditors – General Payment Method” has the meaning set forth in **Section 6.2.11**.

1.1.64. “Option I Unsecured Creditors” has the meaning set forth in **Section 6.2.5.1**.

1.1.65. “Option II Unsecured Creditors” has the meaning set forth in **Section 6.2.6**.

1.1.66. “Stock Options Creditors” means Creditors holding Unsecured Claims arising from stock option programs made available by the Company to the respective beneficiaries, whose shares were not issued by the Company after the exercise of their stock options.

1.1.67. “Labor Creditors” means Creditors holding Labor Claims.

1.1.68. “Individualized Labor Creditors” means Creditors holding Labor Claims and represented by Labor Unions.

1.1.69. “CVM” means the Brazilian Securities Commission.

1.1.70. “Injunction Date” means January 12, 2023.

1.1.71. “Closing Date – Restructuring Option II” means a date to be determined, either within 150 (one hundred and fifty) days of the Confirmation Date or on June 1, 2024, whichever the later, on which the following events shall have occurred cumulatively: (i) Restructuring Capital Increase, under **Section 5.1**; (ii) the issuance of Americanas Debentures, pursuant to **Section 6.2.6.3**; (iii) payments arising from the Reverse Auction, if applicable; and (iv) if applicable, the Repurchase of Unsecured Claims, under **Section 6.2.6.4**, with the respective payment to the Financial Creditors having elected the Restructuring Option II of the respective Remaining Balances of Option II Unsecured Claims, including through distribution by Americanas of the necessary Funds Allocated to Repurchase.

1.1.72. “Non-Litigation, Release and Waiver Commitment Agreement Execution Deadline” means the 30th (thirtieth) day from the Approval Date.

1.1.73. “Approval Date” means the day of publication of the order providing Judicial Approval of the Plan in the Electronic Court of Justice of the State of the Rio de Janeiro.

1.1.74. “Filing Date” means January 19, 2023. For the purposes of the Judicial Reorganization, this Plan and the consolidation of the List of Creditors, Pre-Petition Claims may be adjusted by the application of contractual charges up to the Filing Date, as applicable.

1.1.75. “Americanas Debentures” means the non-convertible debentures with collateral and personal guarantee, in four series, to be issued by Americanas for public placement, as set forth in the Americanas Debenture Indenture.

1.1.76. “Proceeding” means, at any level of jurisdiction or prosecution, any dispute, action, claim, lawsuit, complaint, arbitration procedure, foreclosure,

judicial protest, order, charge, notice (judicial or extrajudicial), notice of assessment notice, subpoena, proceedings, inquiry, actions of any type or any other nature of action, lawsuit or investigation, whether judicial, arbitration, administrative or criminal, except for challenges, qualifications and joint claim conflicts that were the subject of any compromise between the parties prior to the date of the Plan Approval.

1.1.77. “Third Party Proceedings” means any Claim brought by a third party that is not an Exempt Party, including governmental, regulatory and/or inspection entities, against any Exempt Party and/or its Affiliates, seeking to have them held liable, including civil, administrative and/or criminal proceedings, in any court or jurisdiction, in Brazil or abroad, based on any acts, facts and circumstances disclosed in the Material Fact notices.

1.1.78. “Minimum Discount” has the meaning set forth in **Section 6.2.2**.

1.1.79. “Business Day” means any day that is not Saturday, Sunday, national holiday, state holiday in the State of Rio de Janeiro or municipal holiday in the judicial district of the State Capital of Rio de Janeiro and/or when, for any reason, banks are closed for business in the City of Rio de Janeiro.

1.1.80. “DIPs” or “DIP Financing” means, jointly, the 1st DIP Financing and the 2nd DIP Financing.

1.1.81. “Dollars” or “US\$” means the currency of the United States of America, i.e. the US Dollars.

1.1.82. “Reverse Auction Notice” has the meaning set forth in **Section 6.2.2.1**, according to the draft Reverse Auction Notice, substantially in the form of **Exhibit 6.2.2.1**.

1.1.83. “Americanas Debenture Indenture” means the indenture of issuing the Americanas Debentures, substantially in the form of **Exhibit 6.2.6.3**.

1.1.84. “Release Event I” has the meaning set forth in **Section 11.3.51.1.1(i)**.

1.1.85. “Release Event II” has the meaning set forth in **Section 11.3.51.1.1(ii)**.

1.1.86. “Release Event III” has the meaning set forth in **Section 11.3.51.1.1(iii)**.

- 1.1.87. “Release Event IV” has the meaning set forth in **Section 11.3.51.1.1(iv)**.
- 1.1.88. “Release Event V” has the meaning set forth in **Section 11.3.51.1.1(v)**.
- 1.1.89. “Release Event VI” has the meaning set forth in **Section 11.3.51.1.1(vi)**.
- 1.1.90. “Release Event VII” has the meaning set forth in **Section 11.3.51.1.1(vii)**.
- 1.1.91. “Release Event VIII” has the meaning set forth in **Section 11.3.51.1.1(viii)**.
- 1.1.92. “Release Event IX” has the meaning set forth in **Section 11.3.51.1.1(ix)**.
- 1.1.93. “Release Event X” has the meaning set forth in **Section 11.3.51.1.1(x)**.
- 1.1.94. “Excess Repurchase Funds” has the meaning set forth in **Section 6.2.6.6**.
- 1.1.95. “Material Facts” means the material facts published by Americanas on January 11, 2023, June 13, 2023 and June 14, 2023.
- 1.1.96. “Bank Guarantee” has the meaning set forth in **Section 6.2.6.3.6**.
- 1.1.97. “1st DIP Financing” means the post-petition financing granted under articles 69-A and 84, I-B, of the LRF by the Reorganization Court in order ID No. 45476646, dated February 9, 2023, in the records of procedural motion No. 0813541-59.2023.8.19.0001, being handled by the Judicial Reorganization Court, linked to the “*Private Indenture of the 19th (Nineteenth) Private Issue of Unsecured, Simple, Non-Convertible Debentures in a Single Series,*” dated February 7, 2023.
- 1.1.98. “2nd DIP Financing” has the meaning set forth in **Section 4.1.1**.
- 1.1.99. “Judicial Confirmation of the Plan” means the judicial order entered by the Reorganization Court confirming the Plan and granting the judicial reorganization to Americanas Group, as set forth in article 58, head provision, or article 58, §1, of the LRF, as published in the Rio de Janeiro State Judicial Gazette.
- 1.1.100. “IPCA” means the Broad Consumer Price Index measured monthly by IBGE (Brazilian Institute of Geography and Statistics), or any other index that may legally replace it.

1.1.101. “Reorganization Court” or “Judicial Reorganization Court” means the 4th Business Court in the Judicial District of the State Capital of the Rio de Janeiro, to which the Judicial Reorganization was filed.

1.1.102. “Reports” means the economic and financial and valuation reports on the properties and assets of Americanas Group, prepared in accordance with article 53, items II and III, of the LRF, in the form of **Exhibits I and II**.

1.1.103. “Law” means any law, regulation, order, ruling or decree issued by any governmental authority.

1.1.104. “Corporation Law” means Federal Law No. 6.404, dated December 15, 1976, as in force on the date hereof.

1.1.105. “Reverse Auction” has the meaning set forth in **Section 6.2.2**.

1.1.106. “Credit Facility” has the meaning set forth in **Section 6.2.7.2**.

1.1.107. “Bank Guarantee or Surety Bond Facilities” has the meaning set forth in **Section 6.2.6.3.6**.

1.1.108. “LRF” means Law No. 11.101, dated February 9, 2005, as amended on the date hereof.

1.1.109. “ARs Increase Amount” has the meaning set forth in **Section 4.1.2**.

1.1.110. “Creditors Increase Amount” has the meaning set forth in **Section 4.1.2**.

1.1.111. “Claims Capitalization New Shares” has the meaning set forth in **Section 4.1.2.1**.

1.1.112. “New Funds New Shares” has the meaning set forth in **Section 4.1.2.1**.

1.1.113. “New Board of Directors”: has the meaning given in **Section 8.2.1**.

1.1.114. “Judicial Observer” means the judicial observer CCC Monitoramento Ltda., designated in the appellate order on pp. 330-344, issued within the scope of interlocutory appeal No. 0045600-39.2023.8.19.0000, being handled the 18th

Private Law Panel of the Court of Justice of Rio de Janeiro, or any such other observer as may replace it, whose continuous action in such position was conditioned to a resolution at the General Meeting of Creditors and is expressly exempted by the Creditors from assuming the position from and by virtue of the Plan Approval.

1.1.115. “Unsecured Claims Increased Portion” has the meaning set forth in **Section 6.5.**

1.1.116. “Exempt Parties” means the Companies Under Reorganization and/or their respective Affiliates, the Exempt Managers, the Reference Shareholders and/or their respective Affiliates, the AR Shareholders and/or their respective Affiliates, the Exempt Creditors and/or their respective Affiliates and, for Exempt Managers, Reference Shareholders and their respective Affiliates and AR Shareholders and their respective Affiliates, provided that they shall have individually and expressly adhered to and signed the respective Non-Litigation, Release and Waiver Commitment Agreement, by the Non-Litigation, Release and Waiver Commitment Agreement Execution Date.

1.1.117. “Restructuring Capital Increase Adjustment Period” has the meaning set forth in **Section 4.1.2.**

1.1.118. “Proceeding Stay Period” has the meaning set forth in **Section 11.3.**

1.1.119. “Person” means any individual or legal entity, corporation (including any non-profit company), foundation or similar legal entity, general partnership or limited partnership, limited liability company, private equity partnership, investment fund, joint venture, estate, trust, association, organization and government authority, as well as any legal entity governed by public or private law, in Brazil or abroad.

1.1.120. “Plan” means this judicial reorganization plan, including all Exhibits hereto.

1.1.121. “Administrative and Judicial Proceedings Guarantee Period” has the meaning set forth in **Section 6.2.6.3.7.2.**

1.1.122. “Releases and Waivers” has the meaning set forth in **Section 11.3.5.**

1.1.123. “Reais” or “R\$” means the national currency, namely, the *Real*.

1.1.124. “Net Revenue from Liquidity Events” means the total amount of the consideration (including, but not limited, through payment in cash or assumption of debts or obligations of the Companies Under Reorganization, with the exception of the liabilities that are part of the Uni.co Net Assets, the HNT Net Assets, the AME Net Assets and the Digital Net Assets, as applicable) attributed to 100% (one hundred percent) of the shares (equity value) issued by a certain Defined UPI owned by the Companies Under Reorganization that are actually sold to third parties by the Companies Under Reorganization, it being agreed that the said value will be (a) *net* of the M&A Price Adjustment Amounts and the applicable M&A Cost Amounts, (b) *plus* (x) the amount of any debts or obligations of the Companies Under Reorganization directly or indirectly assumed by the acquirer, except for any liabilities that are part of the Uni.co Net Assets, the HNT Net Assets, the AME Net Assets or the Digital Net Assets, as applicable, and (y) any Additional M&A Amounts, it being understood that, in any case, the corresponding amounts will be computed as Net Revenue from Liquidity Events only if and as they are actually paid to the Companies Under Reorganization. For avoidance of doubt, the “equity value” will correspond to the economic value for shareholders, determined based on the economic value of the total assets (enterprise value concept) of the UPI in question, net of the amount of the net debt of the company or attributable to the UPI.

1.1.125. “Repurchase of Unsecured Credits” means the repurchase of Unsecured Claims with the Funds Allocated to Repurchase, under **Section 6.2.6.4** and et seqq.

1.1.126. “Funds Allocated to Repurchase” has the meaning set forth in **Section 6.2.6.4**, including funds linked and deposited into the Restructuring Capital Increase Payment Account.

1.1.127. “List of Creditors” means the list of creditors submitted by the Trustees on June 2, 2023 (ID No. 61320601), which may be amended by the Trustees from time to time, due to the implementation of the terms of the restructuring option chosen by the Pre-Petition Creditors, the resolution of any controversy regarding the Filing Date according to the terms proposed in this Plan, the agreements signed by the Litigating Parties in any Proceeding, any administrative or judicial judgments in any claim, qualifications and challenges, whether as a result of court rulings or arbitration awards acknowledging new Pre-Petition Claims or changing the legitimacy, classification or value of any Pre-Petition Claims already recognized, so long as they are final and

unappealable or as such recognitions, changes, classifications or values take effect as a result of a specific court order issued by the Judicial Reorganization Court or any agreements entered into by the Parties to any Proceeding.

1.1.128. “List of Creditors – Payments” means the list of Claims adjusted for the purposes of the Payments set forth in this Plan, which will only be valid and effective on the Closing Date – Restructuring Option II, provided that none of the Termination Conditions set forth in **Section 9.1** shall have occurred, reflecting (i) the Claims specified in the agreements signed between the Companies Under Reorganization and Creditors, (ii) the Claims defined as Agreed Claims in Exhibit D to the Plan Support Agreement, and (iii) the Claims held by Financial Creditors opting for the Restructuring Option – Retained or Offset Claims, under **Section 6.2.7** of the Plan. The List of Creditors - Payments attached to this Plan, under **Exhibit 1.1.128**, will be supplemented: (i) on the GMC Date(s), after the end of the period allowed for entering into Plan Support Agreements; and (ii) within 5 (five) days of the end of the period for choosing the Payment of the Restructuring Option – Retained or Offset Claims. The List of Creditors – Payments will be considered before the Closing Date only as a reference for the purposes of: (i) participation in the Reverse Auction, under **Section 6.2.2.10**; and (ii) payment of Restructuring Option II, under **Section 6.2.6**.

1.1.129. “Monitoring Report” means the report to be prepared and made available on a quarterly basis by the Companies Under Reorganization in a specific section of their investor relations website, according to **Section 11.10** and **Exhibit 11.10**.

1.1.130. “Option I Unsecured Claims Balance – Post-Reverse Auction” means the balance of Unsecured Claims held by Option I Unsecured Creditors after any payment of part of those Unsecured Claims as part of the Reverse Auction under **Section 6.2.2**.

1.1.131. “Option II Unsecured Claims Balance – Post-Reverse Auction” means the balance of Unsecured Claims held by Option II Unsecured Creditors after any payment of part of those Unsecured Claims as part of the Reverse Auction under **Section 6.2.2**.

1.1.132. “Option II Unsecured Credits Balance – Post-Claims Capitalization” means the balance of Unsecured Claims held by Option II Unsecured Creditors

upon deduction of the Option II Unsecured Claims Balance Creditors Increase Amount – Post-Reverse Auction.

1.1.133. “Unused Reverse Auction Balance” has the meaning set forth in **Section 6.2.2.9**.

1.1.134. “Option II Unsecured Claims Remaining Balance” means the remaining balance of Unsecured Claims held by Option II Unsecured Creditors upon deduction of the Total Issue Value of the Option II Unsecured Claims Balance – Post-Claims Capitalization.

1.1.135. “Surety Bond” has the meaning set forth in **Section 6.2.6.3.6**.

1.1.136. “Priority Series” means the priority series of Americanas Debentures, subject to the terms and conditions of **Section 6.2.6.3.2**.

1.1.137. “Simple Series” means the simple series of Americanas Debentures, subject to the terms and conditions of **Section 6.2.6.3.1**.

1.1.138. “SPE” has the meaning set forth in **Section 7.2.1**.

1.1.139. “AME SPE” HAS the meaning set forth in **Section 7.2.1(iii)**.

1.1.140. “Digital SPE” has the meaning set forth in **Section 7.2.1(iv)**.

1.1.141. “HNT SPE” HAS the meaning set forth in **Section 7.2.1(i)**.

1.1.142. “Uni.Co SPE” HAS the meaning set forth in **Section 7.2.1(ii)**.

1.1.143. “Conversion Exchange Rate” means, for any event contemplated in this Plan, the rate of change in the closing rate for sale of US Dollars (PTAX), available on the Central Bank’s website (<https://www.bcb.gov.br/>), which will be used with 4 (four) decimals, on the last Business Day preceding the end of the period for Creditors to choose the relevant payment option under this Plan.

1.1.144. “Support Agreement” means the instrument adhering to and supporting the Plan Support Agreement, according to the draft provided in Exhibit G.1. to the Plan Support Agreement.

1.1.145. “Non-Litigation, Release and Waiver Commitment Agreement(s)” means the Non-Litigation, Release and Waiver Commitment Agreement adhered to and signed individually, as applicable, by the Exempt Managers, the Reference Shareholders and/or their Affiliates, and the AR Shareholders and/or their Affiliates, substantially in the form of **Exhibit 1.1.145**, a copy of which shall be sent to the Companies Under Reorganization under **Section 12.10** of the Plan. The Companies Under Reorganization will make available on their website, under the Judicial Reorganization tab, the list of the Release and Waiver Commitment Agreement(s) signed by the Exempt Managers, the Reference Shareholders and their Affiliates, and the AR Shareholders and their Affiliates, and will keep the list always updated, agreeing to make a copy of the relevant agreements available to the Exempt Parties whenever so requested.

1.1.146. “TJRJ” means the Court of Justice of the State of the Rio de Janeiro.

1.1.147. “TR” means the reference rate instituted by Law No. 8.177/91, as calculated and published by the Central Bank of Brazil, the product of which will be added to the balance of the nominal value of a Claim for the purposes of calculating the pecuniary value of the obligations set forth in this Plan, which will be due on the payment dates set forth herein. In the case of temporary unavailability of the TR, the figure/rate last published will be used in its stead, calculated *pro rata temporis* per Business Day, but no financial compensation shall apply when the designated figure-rate is disclosed. In the absence of calculation and/or disclosure of the rate for a period exceeding 5 (five) Business Days after the expected date of its disclosure or otherwise if TR is discontinued due to any legal requirement or court order, then the TR shall be replaced by the substitute legally determined for that purpose.

1.1.148. “UPI” means each separate production unit to be occasionally and opportunely set up by Americanas Group with properties, rights or assets of any nature, tangible or intangible, in separate or in conjunction, under articles 60 and 60-A of the LRF.

1.1.149. “AME UPI” has the meaning set forth in **Section 7.2.1(iii)**.

1.1.150. “Digital UPI” has the meaning set forth in **Section 7.2.1(iv)**.

1.1.151. “HNT UPI” HAS the meaning set forth in **Section 7.2.1(i)**.

1.1.152. “Uni.Co UPI” has the meaning set forth in **Section 7.2.1(ii)**.

1.1.153. “Defined UPIs” means the UPIs set out in **Section 7.2**.

1.1.154. “Adjusted Administrative and Judicial Proceedings Guarantee Amount” has the meaning set forth in **Section 6.2.6.3.7**.

1.1.155. “Cash Sweep Amount” has the meaning set forth in **Section 7.3**.

1.1.156. “Administrative and Judicial Proceedings Guarantee Amount” has the meaning set forth in **Section 6.2.6.3.6**.

1.1.157. “Reverse Auction Amount” has the meaning set forth in **Section 6.2.2.2**.

1.1.158. “Additional M&A Amounts” means any amounts to be owed or released to Companies Under Reorganization after the closing of the sale of a given Defined UPI, depending on future events, including installments of term price and contingent price (earn-outs), release of amounts deposited in escrow and any similar events.

1.1.159. “M&A Price Adjustment Amounts” means the adjustment amounts of the purchase price paid for the sale of a certain Defined UPI, as agreed between Americanas Group and the respective purchaser in the sale agreement of the relevant Defined UPI, (i) which shall, under the relevant sale agreement, be determined within 3 (three) months of the closing date of the relevant UPI sale transaction, and (ii) the Companies Under Reorganization may stipulate, in the applicable sale agreement, the possibility that the purchaser may retain or deposit in an escrow account any amounts as guarantee for the price adjustment, not to exceed 20% (twenty percent) of the relevant purchase price.

1.1.160. “Amounts to be Offset” has the meaning set forth in **Section 1.1.164** below.

1.1.161. “Offset Amounts” has the meaning set forth in **Section 1.1.164** below.

1.1.162. “M&A Cost Amounts” means, in relation to the Defined UPIs comprising the Uni.Co Net Assets, the HNT Net Assets, the AME Net Assets and the Digital Net Assets: (i) the amounts of costs and expenses demonstrably incurred and necessary for the relevant transaction (such as costs and expenses incurred in connection with legal, accounting and financial advice and sales

commissions), limited, in the aggregate, to total amounts equivalent to 5% (five percent) of the purchase price for each transaction, it being understood that (a) for cases where 5% (five percent) of the purchase price for each transaction corresponds to more than R\$20,000,000.00 (twenty million *Reais*), the M&A Cost Amount cannot exceed R\$40,000,000.00 (forty million *Reais*), and (b) for cases where 5% (five percent) of the purchase price for each transaction corresponds to less than R\$20,000,000.00 (twenty million *Reais*), the M&A Cost Amounts cannot exceed R\$20,000,000.00 (twenty million *Reais*); and (ii) the amounts of taxes paid (or that may be paid in the same fiscal year as the closing of the transaction or the receipt of the corresponding amount by the Companies Under Reorganization) for which the taxable event is the organization or sale of the relevant Defined UPI, including any corporate reorganizations necessary for that purpose, it being agreed that the Companies Under Reorganization will be solely responsible for paying said taxes.

1.1.163. “Bank Guarantee or Surety Bond Facilities Amounts – Bank Financial Creditors” has the meaning set forth in **Section 6.2.6.3.7**.

1.1.164. “Retained or Offset Amounts” means: (i) the investments or any amounts receivable by Americanas held in custody by the Litigating Financial Creditors with Retained or Offset Amounts that, after the disclosure of a Material Fact by Americanas on January 11, 2023 or after the motion for injunctive relief before the filing for reorganization, were retained or offset (“Offset Amounts”) or are intended to be retained or offset (“Amounts to be Offset”) by Litigating Financial Creditors with Retained or Offset Amounts subject to any Proceedings; and (ii) the amounts subject to the Derivative Offset, *except for* any amounts whose Derivative Offset has already been the subject of a settlement in a joint claim challenge, with the related transactions being ratified by this Plan.

1.1.165. “Restructuring Capital Increase Excess Amount” has the meaning set forth in **Section 5.1.5.1**.

1.1.166. “Total Issue Value” has the meaning set forth in **Section 6.2.6.3**.

2. INITIAL CONSIDERATIONS

2.1. Background

Lojas Americanas, a name known by Brazilian consumers and, in particular, consumers in Rio, was founded in 1929 by John Lee, Glen Matson, James Marshall, Batson Borger and Max Landesmann, all foreign businessmen who decided to bring into Brazil a retail business model for selling products in “*five and ten cents*” style, which was popular in the United States in the early the 20th century.

The operation of this company began in the City of Niterói, State of Rio de Janeiro, with the slogan “nothing above 2 bucks”.

The model was so successful that, in the same year as the Company was founded, Lojas Americanas already had 4 (four) stores on Brazilian soil—3 (three) in Rio de Janeiro, and 1 (one) in São Paulo.

With the rapid growth of the business, Lojas Americanas became a joint-stock corporation in the early 1940s, going public by listing its capital on the Brazilian Stock Exchange. The Company's growth continued in the years following its going public, and its control was acquired in the 1980s by Banco Garantia.

Over the 1990s and early 2000s, Americanas Group underwent numerous corporate reorganizations that aimed at the Company’s economic growth, the highlights of which were the creation of “Americanas.com” and the acquisition of “Shoptime” and “Ingresso.com”, which increased the Company’s reach in the e-commerce sector.

In 2006, Americanas.com and Submarino underwent a merger process, which resulted in the creation of B2W. In this new company, Lojas Americanas S.A. became the holder of shares representing 53.25% of the total voting capital stock of the new company, and the former shareholders of Submarino retained the remaining 46.75% stake.

In the years that followed, Lojas Americanas S.A. acquired the right to use relevant brands, such as Blockbuster, while expanding its operations internationally by “exporting” Ingresso.com to Latin American countries—among them Mexico, Chile and Argentina.

At the beginning of the 2000s, Lojas Americanas continued their expansion plan, having opened major distribution centers, launched the “SouBarato” website and carried out capital increases that, in 2011, reached the amount of R\$1 billion and, in 2014, approximately R\$2.4 billion.

From 2015 onwards, Americanas Group accelerated its growth, which included acquisitions. During this period, Americanas Group has performed capital increase transactions and its first bond issue. In addition, it launched Americanas Prime and

AME Digital, having announced relevant partnerships with Stone, Cielo and Banco do Brasil.

In 2021, Grupo Americanas underwent a new corporate restructuring. The merger of the B2W with Lojas Americanas operations culminated in the founding of the Americanas S.A., which encompass both physical stores and e-commerce.

Today, Americanas and its Subsidiaries have combined their digital platforms (with the Americanas, Submarino and Shoptime brands), physical stores (traditional Lojas Americanas, Express, Local, Digital and AME Go stores), franchises (Imaginarium, MinD, Puket and LoveBrands), fulfillment, fintech (AME Digital), retail specializing in fruits and vegetables (Hortifruti Natural da Terra), advertising and the innovation platform.

Therefore, the relevance of Americanas Group to the Brazilian market is undeniable. Just look, for example, at the over tens of thousands of direct and indirect jobs created and the existence of more than a thousand places of business spread all over Brazil.

That demonstrates that Americanas Group has unique assets and expertise driving its profitable growth, and it is thanks to them that it is the technological innovation platform capable of delivering the best omnichannel consumer experience in Brazil, as well as one of the largest and most relevant retail companies in the Country, employing hundreds of thousands of people directly and indirectly.

2.2. Organizational and Operational Structure

Americanas' capital stock, already fully subscribed and paid in, amounts to R\$15,457,554,222.38 (fifteen billion four hundred fifty-seven million five hundred fifty-four thousand two hundred twenty-two *Reais* and thirty-eight cents) and is divided into 902,529,503¹ (nine hundred and two million five hundred twenty-nine thousand five hundred and three) common shares.

¹ <https://ri.americanas.io/governanca-corporativa/composicao-acionaria/>

other measures have already been implemented by Americanas Group for the purpose of ensuring the strictest preservation of information and documents of Americanas Group, all with the aim of fully contributing to the ongoing investigations and cooperating with the authorities involved.

As investigations progressed and new evidence was obtained, a team of external legal advisors conducted a thorough analysis and found that the Company's financial statements had been defrauded by the previous management team, as disclosed in the Material Fact notice released on June 13, 2023, with those involved making efforts to hide the Company's real equity situation. In fact, Americanas was the victim of a sophisticated fraud, based on the willful manipulation of its internal controls by its former management.

As a result of the financial crisis facing it, the Company began to have difficulty conducting transactions to advance credit card receivables, the usual method of financing the operations of the Companies Under Reorganization, which barred it from accessing the short-term funding necessary for the Americanas Group's working capital.

Furthermore, the withholding of financial funds from Americanas Group contributed significantly to worsening the financial crisis, partially mitigated by the 1st DIP Financing arrangement being obtained.

However, as reflected in the Reports submitted by Apsis Consultoria Empresarial Ltda. together with this Plan, which form an integral part hereof, the Companies Under Reorganization are viable businesses that create value for their stakeholders and have great potential for investment and expansion, so long as their capital structure is adjusted according to this Plan, particularly through the Restructuring Capital Increase. Americanas Group's Reports are attached to the Plan (**Exhibits I and II**).

Accordingly, Americanas Group is submitting this Plan to enable it to overcome its economic and financial crisis and, under article 47 of the LRF, to maintain the source of production, employment for workers (currently in the tens of thousands of direct and indirect jobs) and protection for the interests of creditors, thereby having the company preserved, its social rule fulfilled, and economic activity in Brazil stimulated, especially in the states of Rio de Janeiro and São Paulo, as well as the respective municipalities in which it operates.

2.3. Objectives of the Judicial Reorganization Plan. The Plan aims to restructure the Pre-Petition Claims in a fair and equitable manner, consistent with Americanas Group's business projections, cash flow requirements and investment requirements.

The Judicial Confirmation of the Plan seeks to: (i) preserve the social role of the Companies Under Reorganization and the business of Americanas Group; (ii) preserve existing jobs and foster the creation of new jobs; (iii) allow Americanas Group to overcome its economic and financial crisis; (iv) avoid bankruptcy of Companies Under Reorganization; (v) allow Americanas Group to set up a new production capacity and stand in an independent and sustainable financial position; and (vi) enable new investments, in particular the Restructuring Capital Increase.

3. GENERAL PROVISIONS

3.1. The purpose of the provisions below is to introduce and clarify the bases and conditions necessary for the interpretation of this Plan, including the Exhibits hereto.

3.2. **Conflicts between Sections.** In the event of a conflict between Sections, the Section containing a specific provision will prevail over the Section containing a generic provision.

3.3. **Conflict with Exhibits.** In the event of a conflict between any provision of the Plan and any the Exhibits hereto, the provisions of this Plan will prevail, it being understood that the Exhibits are an integral part of this Plan for all purposes, with the exception of the Plan Support Agreement set out in **Exhibit 1.1.7.**

3.4. **Conflicts with Contracts.** In the event of a conflict between any provision of this Plan and any provisions of any contracts and/or deeds related to the Pre-Petition Claims, the provisions of this Plan will prevail, subject to the provisions of **Section 12.16.**

3.5. **Legal Provisions.** Any references to legal provisions shall be interpreted as references to laws that are in force on the date hereof.

3.6. **Deadlines.** All deadlines set out in the Plan shall be considered according to the Brazilian Civil Code, which provides that the starting day of any period will be excluded and the last day of that period will be included. All terms and deadlines mentioned in this Plan (whether or not in Business Days) the ending date of which is on a day that is not a Business Day will be deemed immediately extended to the subsequent Business Day.

3.7. **General Rules Applicable to Payments of Pre-Petition Claims.** The Plan applies to all Pre-Petition Claims, including Post-Injunction, Pre-Petition Claims, regardless of the class of Creditors into which the Pre-Petition Claims fall, and

governs all relations between Americanas Group and Pre-Petition Creditors, superseding all the agreements and other instruments that gave rise to the Pre-Petition Claims.

4. MAIN MEANS OF REORGANIZATION

4.1. Overview. Americanas Group proposes implementing the measures listed below as a means to overcome its current and momentary economic and financial crisis, which are detailed in the specific sections of this Plan, in accordance with the LRF and other applicable Laws.

4.1.1. 2nd DIP Financing. As an essential factor to enable Creditor Supplier Collaborators under **Section 6.2.9**, Americanas will contract new, post-petition financing under articles 69-A and 84, item I-B, of the LRF, through a private issue by Americanas of simple, non-convertible debentures, in a single series, to be fully subscribed and paid in, on a pro rata basis, by the Reference Shareholders within 20 (twenty) days of the Confirmation Date, as set forth in the Plan Support Agreement and according to the following terms and conditions ("2nd DIP Financing"):

(a) Amount: The total amount of the 2nd DIP Financing will be R\$3,500,000,000.00 (three billion and five hundred million *Reais*).

(b) Maturity: 2 (two) years from the date of disbursement of the 2nd DIP Financing.

(c) Remuneration: Accumulated fluctuation (to the extent positive) in the IPCA from the date of disbursement of the 2nd DIP Financing to the time of its actual payment.

(d) Guarantee: To guarantee the fulfillment of Americanas' obligations in the context of the 2nd DIP Financing after it has been disbursed, Americanas will provide a guarantee over 100% (one hundred percent) of the available credit card receivables, limited to the total amount of the 2nd DIP Financing.

4.1.2. Restructuring Capital Increase. Americanas Group will carry out, under **Section 5** of this Plan, an increase in Americanas' capital stock, with the resulting issue by private subscription (i.e. without registration with the CVM) of new common shares ("New Shares") and subscription warrants as an

additional advantage to subscribers ("Subscription Warrants"), under articles 77, 170, § 1, and 171, § 2, of the Brazilian Corporation Law and other applicable legal provisions, to enable the subscription and payment of New Shares (a) by the Reference Shareholders, on a *pro rata* basis and under the Plan Support Agreement, for the amount of R\$12,000,000,000.00 (twelve billion *Reais*), adjusted by the accumulated fluctuation (to the extent positive) in the IPCA between the Plan Approval and the 1st Business Day preceding the date of approval of the Restructuring Capital Increase ("Restructuring Capital Increase Adjustment Period" and "ARs Increase Amount"), which will be paid in Brazil's currency and through the capitalization of credits arising from the DIP Financing, under the Plan Support Agreement, for the implementation of the terms and conditions for the restructuring of Pre-Petition Claims, (b) by those Financial Creditors, by themselves or through one of their respective Affiliates, that expressly and timely choose Restructuring Option II set forth in **Section 6.2.6** ("Americanas Incoming Creditors"), on a *pro rata basis*, for an amount of up to R\$12,000,000,000.00 (twelve billion *Reais*), also adjusted by the accumulated fluctuation (to the extent positive) in the IPCA during the Restructuring Capital Increase Adjustment Period ("Creditors Increase Amount"), which will be paid in through the capitalization of the Option II Unsecured Credits Balance– Post-Reverse Auction, in an amount equivalent to the Creditors Increase Amount, and (c) by shareholders holding common shares issued by Americanas and outstanding at the time of the Restructuring Capital Increase who exercise their respective preemptive rights via cash contribution. For the purposes of capitalizing Unsecured Claims in Dollars as part of the Restructuring Capital Increase, such claims will be converted into local currency based on the Conversion Exchange Rate ("Restructuring Capital Increase").

4.1.2.1. The Restructuring Capital Increase will be carried out through private subscription of new common shares by the Reference Shareholders ("New Funds New Shares") and by the Americanas Incoming Creditors ("Claims Capitalization New Shares"), and Subscription Warrants issued by Americanas as an additional advantage of subscribing for new common shares issued as part of the Capital Increase, it being agreed that the Subscription Warrants will have the characteristics set out in **Section 5.1.6** and that the Reference Shareholders shall exercise the Subscription Warrants, whenever necessary, in the manner set forth in the Plan Support Agreement, up to the limit of the Subscription Warrants held thereby ("Reference Shareholder Participation").

4.1.2.2. At the Restructuring Capital Increase AGE, other prior transactions involving Americanas shares may be submitted to the meeting for resolution, such as a reverse split of all shares issued by Americanas, with the aim of imparting more reasonableness to the unit value and trading price of the common shares issued by Americanas and enabling the Restructuring Capital Increase to be carried out according to the terms and conditions set out in this Plan.

4.1.3. Restructuring of Pre-Petition Claims. Americanas Group will restructure and equalize its liabilities related to Pre-Petition Claims, adapting them to its payment capacity, by changing the term, charges and payment method, as provided in **Section 6**.

4.1.4. Sale and Encumbrance of Assets. As a way of the funds needed to fulfill the obligations arising under this Plan, the Companies Under Reorganization (i) shall carry out organized processes for the sale of the HNT and Uni.co UPIs, (ii) may carry out organized processes for selling the assets listed in **Exhibit 4.1.4**, whether in the form of UPIs or not, subject the provisions of this Plan, (iii) may encumber any items of the property and equipment (non-current) of the Companies Under Reorganization listed in **Exhibit 4.1.4**, and (iv) may arrange for the sale or encumbrance of any other Relevant Assets, including as deposit in legal proceedings, subject to the limitations set forth in the Americanas Debenture Indenture, and any other assets forming part of their current assets (non-property and equipment) ("Non-Relevant Assets"), without any limitation and in the ordinary course of the Company's business, regardless, in any case, of any new approval from the Pre-Petition Creditors, according to **Section 7.1** of this Plan and, as applicable, articles 60, 60-A, 66, 140, 141 and 142 of the LRF, provided that the other terms and conditions of this Plan shall be observed and that any regulatory authorizations or limitations required are obtained and/or observed, as well as those set forth in the Bylaws of the Companies Under Reorganization, as applicable, with the Plan Approval having the effect of ratifying (i) any sales of Relevant Assets made in the ordinary course of the Company's business between the Filing Date and the Confirmation Date, up to the aggregate amount of R\$5,000,000.00 (five million *Reais*), and (ii) any sales authorized by the Judicial Reorganization Court in the same period.

4.1.4.1 In any UPI sale, the UPI(s) and the purchaser(s) will not succeed Americanas Group relative to liabilities of any nature, according to the provisions of article 60, sole paragraph, and article 141, item II, of the LRF,

and article 133, § 1, item II, of Law No. 5.172/1966, including, but not limited to, fiscal, tax and non-tax, environmental, regulatory, administrative, criminal, anticorruption, civil, commercial, consumer, labor and social security liabilities.

4.1.4.2 The provisions of **Section 4.1.4.1** regarding the purchaser(s) not being successors to Americanas Group concerning its liabilities will be applicable after the Confirmation Date, regardless of the method by which the sale of any UPI is implemented, be it ordinary, extraordinary or otherwise alternative, subject, as appropriate, to the provisions of article 60, sole paragraph, 142, 144 or 145 of the LRF.

4.1.4.3 For any sale of personal property or real estate of Americanas Group that do not represent UPIs, whether such assets are sold individually or as a block, directly or indirectly, upon contribution of such assets to the capital of any company of Americanas Group and sale of units or shares issued thereby, the purchaser(s) will not succeed Americanas Group relative to liabilities of any nature, according to the provisions of article 66, §3, 141, item II, and article 142 of the LRF, including environmental, regulatory, administrative or anticorruption liabilities.

4.1.4.4 The Companies Under Reorganization may sell the assets listed in **Exhibit 4.1.4** that are not used to create UPIs, as well as the Relevant Assets, subject to the limitations set forth in the Americanas Debenture Indenture, and the Non-Relevant Assets, regardless of any new approval by the Pre-Petition Creditors, in the manner they deem most efficient, including out of court and directly to any interested parties, as they will not be required to follow any of the ordinary methods of judicial sale of assets set forth in article 142 of the LRF.

4.1.4.5 For as long as the sales of all Defined UPIs are not completed, under penalty of breach of the Plan, (i) Americanas Group may neither offset nor allow any offsetting of credits or debts held by or owed by or to the Defined UPIs against or for any Person, including, but not limited, the offeror of a Winning Bid who, in any case, cannot make any price adjustment to the relevant bid due to any offset of credits or debts owed by the UPIs or Americanas Group, (ii) the Defined UPIs may not assume or subrogate themselves to any debt or liability of Americanas Group, and (iii) Americanas Group may not sell, transfer, lease, encumber or otherwise dispose of any assets making up the Defined UPIs to third parties, except in the events set

out in this Plan, and in compliance with the provisions of Americanas Debenture Indenture.

4.1.4.6 The M&A Payments Account, the Restructuring Capital Increase Payment Account, and the assets, properties and rights that will make up the Defined UPIs (i) are essential and are fully linked to the fulfillment of this Plan, for all legal intents and purposes, regardless, for Defined UPIs, of any sale or transfer of such assets to the respective Defined UPIs, in both cases according to the terms of this Plan, and (ii) may not be the subject of preemptive registration, attachment, seizure, sequestration or any other type of restriction on behalf of or to ensure the rights of any third party, whether or not they hold Claims of any nature against Americanas Group, subject, however, to the provisions of **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)**.

4.1.5. New Funds. Americanas Group may also, as set forth **Sections 7.4 and 7.5**, search for and implement measures, including during the Judicial Reorganization and with no need for prior authorization from the Pre-Petition Creditors at the General Meeting of Creditors, with a view to obtaining new funds, by implementing any capital increases through public or private subscription, including the capital increases contemplated in this Plan and Authorized Capital Increases, contracting of new lines of credit, transactions advancing credit card receivables in market conditions, any type of financing or any other funding methods, including in capital market and with guarantees pledged, to be approved in accordance with Americanas Group companies' respective bylaws, and provided that the terms and conditions set out in this Plan, in articles 67, 69-A et seqq., 84 and 149 of the LRF and the limitations set forth in the Americanas Debenture Indenture shall be observed. Any new funds raised in the capital market will be post-petition for the purposes of the provisions of the LRF, except as may be agreed otherwise between the parties, and except with regard to any capital increases, as they do not represent payment obligations.

4.1.6. Corporate Reorganization. Americanas Group may conduct one or more corporate reorganization transactions, as set forth in **Section 8.1** of this Plan, aiming to obtain a more efficient and more suitable structure for the implementation of this Plan, the continuity of its business, the implementation of its strategic business plan and the incorporation and organization of UPIs under this Plan, according to article 50 of the LRF, including in order to admit new shareholders and/or new investors. With the exception of corporate

reorganizations listed in **Exhibit 4.1.6** and those necessary for the incorporation and organization of UPIs for subsequent sale by the Companies Under Reorganization according to this Plan, which may be carried out regardless of a new approval by the Pre-Petition Creditors, as set forth in **Section 8.1** of this Plan, the other corporate reorganizations will require approval of the Creditors, in a Meeting of Creditors, as set forth in **Section 10**.

5. RESTRUCTURING CAPITAL INCREASE

5.1. Restructuring Capital Increase. Given the need for new funds to ensure the implementation of the terms and conditions for the restructuring of Pre-Petition Claims contemplated in this Plan, as well as the success of the Judicial Reorganization of Americanas Group, and in order to make Restructuring Option II viable through the capitalization of part of the Unsecured Claims held by Option II Unsecured Creditors, Americanas Group agrees to make the Restructuring Capital Increase to be carried out as set forth in this Plan and in compliance with applicable laws, as soon as possible after the Confirmation Date and, in any case, by the Closing Date – Restructuring Option II, including by taking all necessary measures to complete the Restructuring Capital Increase, subject to the following terms and conditions:

5.1.1. Capital Increase Amount. The total amount of the Restructuring Capital Increase shall correspond to the amount necessary to cover (a. 1) the ARs Increase Amount and (b.1) the Creditors Increase Amount, *plus* (c.1) any amounts contributed by other Americanas shareholders at the time of the Restructuring Capital Increase, due to the exercise of the preemptive right set forth in **Section 5.1.5** below. To that end, the Capital Increase shall be approved in a value range sufficient to enable (a.2) the Reference Shareholders to subscribe and pay in New Funds New Shares, in the ARs Increase Amount, (b.2) Americanas Incoming Creditors to subscribe and pay in the Claims Capitalization New Shares, up to the Creditors Increase Amount, including by using any preemptive right or right to unsubscribed remainders granted thereto by the Reference Shareholders under the Plan Support Agreement for subscription and payment of Claims Capitalization New Shares, and (c.2) the other shareholders of Americanas to subscribe and pay in new common shares issued by Americanas in proportion to the number of shares held thereby, under the Brazilian Corporation Law. Americanas will be responsible for confirming the final amount of the Capital Increase as soon as possible after the end of the period for exercising the preemptive right set forth in this Plan and in article 171, § 4, of the Corporation Law.

5.1.2. Restructuring Capital Increase Framework. The Restructuring Capital Increase will be carried out through the private issue (*a.1*) of New Funds New Shares, which may be paid in by the Reference Shareholders through a cash contribution and through the capitalization of Pre-Petition Claims related to DIP Financing existing on the date out of completion of the Restructuring Capital Increase, (*b.1*) of the Claims Capitalization New Shares, which will be paid in through the capitalization by Option II Unsecured Creditors of part of the Option II Unsecured Claims Balance – Post-Reverse Auction equivalent to the Creditors Increase Amount, (*c.1*) for subscription and payment by Americanas shareholders, of the New Funds New Shares and the Claims Capitalization New Shares issued upon exercise of the preemptive right set forth in **Section 5.1.5** below and cash contribution, and (*d.1*) of Subscription Warrants by Americanas, assigned free of charge as an additional advantage to subscribers of the new common shares to be issued in the context of the Restructuring Capital Increase, all without unjustified dilution and subject to the preemptive rights of Americanas shareholders set forth in **Section 5.1.5** below.

5.1.2.1 Exclusively for the purposes of paying in the New Funds New Shares, the principal amount of the Post-Petition Claims related to the DIP Financing to be used to compose the ARs Increase Amount shall be adjusted by the accumulated fluctuation (to the extent positive) in the IPCA between the date of the relevant DIP Financing (i.e. (*i*) for the 1st DIP Financing, (*a*) February 7, 2023, for the 1st tranche, and (*b*) October 6, 2023, for the 2nd tranche; and (*ii*) for the 2nd DIP Financing, on the date of its disbursement by the Reference Shareholders) and the end of the Restructuring Capital Increase Adjustment Period, it being agreed that any excess between the interest rate originally applicable to DIP Financing and the accumulated fluctuation (to the extent positive) in the IPCA will be treated, for the purposes of this Plan, as Intercompany Claim and paid in a subordinate manner under **Section 6.2.12** below.

5.1.2.2 Exclusively for the purposes of paying in Claims Capitalization New Shares, the amount of part of the Option II Unsecured Claims Balance – Post-Reverse Auction equivalent to the Creditors Increase Amount to be capitalized shall be adjusted by the accumulated fluctuation (to the extent positive) in the IPCA for the Restructuring Capital Increase Adjustment Period.

5.1.3. Special Shareholder' Meeting. Within 45 (forty-five) days of the Confirmation Date, Americanas shall call, as set forth its Bylaws and the applicable Laws, a special meeting of Americanas' shareholders to resolve, on the Termination Condition that all other arrangements and measures necessary or useful for making the Restructuring Capital Increase ("Restructuring Capital Increase AGE") are implemented and verified. The Restructuring Capital Increase AGE shall be convened and conducted in accordance with Americanas' Bylaws, and the corresponding minutes shall be reflected in the Judicial Reorganization records, so the Creditors and the Trustees are apprised, as soon as they are made available to the CVM.

5.1.4. Issue Price. The issue price of the New Funds New Shares and the Claims Capitalization New Shares will be as calculated and determined in due course by the Companies Under Reorganization, subject to the parameters, terms and conditions set out in the Corporation Law, including the provisions of article 170 of the Brazilian Corporation Law, with any unjustified dilution of Americanas shareholders being prohibited.

5.1.5. Preemptive Right. Pursuant to article 171 of the Brazilian Corporation Law, Americanas shareholders shall, on the occasion of the Restructuring Capital Increase AGE, have preemptive rights to subscribe for the New Funds New Shares and Claims Capitalization New Shares issued, in proportion to the number of shares issued by Americanas held thereby on the date of the Restructuring Capital Increase AGE, exercisable within a maximum period of 30 (thirty) days from its relevant publication, which must be carried out by the Company on the Business Day immediately subsequent to the holding of the Restructuring Capital Increase AGE. The issue of New Funds New Shares and Claims Capitalization New Shares will be subject to the terms and conditions of the Corporation Law, particularly the preemptive right set forth in article 171, §§ 2 and 3, of the Brazilian Corporation Law, as applicable, and such new shares will carry the same rights as do the other outstanding common shares issued by Americanas.

5.1.5.1 In the event that the preemptive right is exercised by the other Americanas shareholders on the occasion of the Restructuring Capital Increase (*i.e.* excluding the Reference Shareholders), the amount payable by such shareholders ("Restructuring Capital Increase Excess Amount") shall be in cash and shall be used to redeem all or, on a *pro rata* basis, part of the Americanas Debentures issued and outstanding, under **Section 7.3**.

5.1.6. Subscription Warrant. In return for (i) the subscription and payment of New Funds New Shares by the Reference Shareholders and (ii) the subscription and payment of Claims Capitalization New Shares by Option II Unsecured Creditors, Subscription Warrants will be issued by Americanas as an additional advantage of the issue of new common shares in the context of the Restructuring Capital Increase (including the New Funds New Shares and Claims Capitalization New Shares), which will be delivered, on a *pro rata* basis, to all subscribers of the Restructuring Capital Increase, subject to the applicable rules and the following terms and conditions:

- (i) Right to Receive Common Shares: The Subscription Warrants will be assigned free of charge as an additional advantage to all subscribers for the new common shares to be issued in the context of the Restructuring Capital Increase and will grant their holders the right to receive common shares in Americanas, upon payment of R\$0.01 (one cent of one *Real*) for each new common share issued due to the exercise of each Subscription Warrant, with each Option II Unsecured Creditor being ensured the right to use part of any Option II Unsecured Claims Remaining Balance, in an equivalent amount, for the purposes of payment for the exercise of Subscription Warrants. Such equivalent amount attributable to each Option II Unsecured Creditor from any Option II Unsecured Claims Remaining Balance to be used under this Section will be determined after the Restructuring Capital Increase has been completed. If the Creditors fail to use that part of the Option II Unsecured Claims Remaining Balance for the purpose of exercising their Subscription Warrants, then such amount will be considered a discount for the purposes of this Plan. The exercise price of the Subscription Warrants set for herein will not be adjusted to reflect the effects of any change in Americanas' capital stock in the event of any reverse split of all shares issued thereby.

- (ii) Exercise Period: Subscription Warrants may be exercised (i) by Reference Shareholders according to the terms and conditions set out in the Plan Support Agreement, (ii) by Americanas Incoming Creditors after the end of the period of 3 (three) years after the date of the Plan Approval and within 90 (ninety) days of the end of such period, as set forth in the Creditors Lock-Up Agreement, and (iii) by Americanas shareholders who exercise their respective preemptive rights under **Section 5.1.5** above, at any time between the completion of the Restructuring Capital Increase and 3 (three) years and 90 (ninety) days

after the Plan Approval. Once the Subscription Warrants have been validly exercised, Americanas shall issue and deliver to the holders the corresponding number of shares within 15 (fifteen) Business Days.

- (iii) Number of Subscription Warrants: 1 (one) Subscription Warrant will be issued for every group of 3 (three) common shares issued by Americanas and subscribed as part of the Restructuring Capital Increase, the exercise of which will grant 1 (one) common share in Americanas.

5.1.7. Americanas Incoming Creditors Lock-up Period. Subject to the provisions of **Section 6.2.6.2**, Americanas Incoming Creditors shall observe the provisions of the Creditor Lock-Up Agreement, as defined in **Section 6.2.6.2**, in any trading of their Claims Capitalization New Shares and their respective Subscription Warrants.

6. RESTRUCTURING OF PRE-PETITION CLAIMS

6.1. Labor Claims – Class I, and ME and EPP Claims – Class IV. Under article 45, § 3, of the LRF, this Plan does not change the value or the original payment conditions of the claims of the Labor Creditors and the ME and EPP Creditors that will be settled in accordance with the original terms and conditions of payment or under different conditions accepted by the respective Creditor, so long as they are not more advantageous conditions than the relevant original conditions, within 30 (thirty) days of the Confirmation Date.

6.2. Unsecured Claims – Class III. Except as provided otherwise in this Plan, each Unsecured Creditor may choose, at their own discretion, to have all of their respective Unsecured Claims paid in the form of any of the options contemplated in this **Section 6.2**, provided that the conditions and requirements applicable to each Unsecured Creditor and their respective Unsecured Claims are met, without the possibility of voluntary division of the amount of any claim between the aforementioned options (but subject to the possibility of (i) partial allocation of the Claims for the purposes of the Reverse Auction and (ii) indication of ancillary payment method subsidiary provided to Litigating Financial Creditors with Retained or Offset Amounts and to Creditors with Unsecured Claims above R\$12,000.00 (twelve thousand *Reais*), subject to the respective Unsecured Claim limits). Payments to Unsecured Creditors will always be due and made by Americanas, according to the terms and conditions of this Plan, so that the Unsecured Creditors become creditors to Americanas, and no longer to their respective original debtors, it being understood that, by virtue of the

Judicial Confirmation of the Plan, Americanas will assume and be subrogated to all the rights and obligations of the respective original debtors of the Pre-Petition Creditors. Any Claims held by Americanas as a result of payments made under this Plan that result in the subrogation of the respective obligations towards other Companies Under Reorganization will be considered and treated as *Intercompany Claims* for the purposes of this Plan, including payment.

6.2.1. Post-Injunction, Pre-Petition Claims: By virtue of the Plan Approval, all payments of Post-Injunction, Pre-Petition Claims already made are ratified for all legal intents and purposes by the Companies Under Reorganization, it being agreed that any remaining balances of Unsecured Claims held by Unsecured Creditors, including those having already received payment of Post-Injunction, Pre-Petition Claims, will be paid in accordance with **Sections 6.2.2** and **6.2.11** of this Plan, subject to the option applicable to the respective Unsecured Creditor.

6.2.2. Reverse Auction for advanced payment of Unsecured Claims. The Companies Under Reorganization will have held, by the Closing Date – Restructuring Option II, a round of advanced payment to those Unsecured Creditors who choose to receive full or partial settlement of their Unsecured Claims at a discount of no less than 70% (seventy percent) of the relevant amount of Unsecured Claims offered by the Unsecured Creditor ("Minimum Discount"), according to the procedure described below, under the supervision of the Trustees ("Reverse Auction"). For the avoidance of doubt, Unsecured Creditors wishing to participate in the Reverse Auction may choose to participate in the Reverse Auction with their entire Unsecured Claim or with any part of their Unsecured Claim, at their sole discretion.

6.2.2.1 Reverse Auction Terms. The specific terms and rules for participation in the Reverse Auction to be carried out by Companies Under Reorganization, including any restrictions, shall be specified in detail and reflected in the notice to be published prior to the Reverse Auction by Companies Under Reorganization in the Rio de Janeiro State Official Gazette, substantially in the form of **Exhibit 6.2.2.1** ("Reverse Auction Notice"), and subsequently sent to any interested Unsecured Creditors having completed the registration set forth in **Section 6.2.2.4** below, without prejudice to the specific conditions below.

6.2.2.2 Funds Allocated to the Reverse Auction. The Companies Under Reorganization will use the amount of R\$2,000,000,000.00 (two billion *Reais*),

adjusted by the accumulated fluctuation (to the extent positive) in the IPCA between the date of the Plan Approval and the holding of the Reverse Auction, to pay the Unsecured Claims offered as part of the Reverse Auction (“Reverse Auction Amount”).

6.2.2.3 Disclosure Deadline. The Companies Under Reorganization shall enter a petition in the Judicial Reorganization records within 15 (fifteen) days of the Confirmation Date announcing the completion of the Reverse Auction round, as set forth in this Plan and the Reverse Auction Notice.

6.2.2.4 Qualification of Unsecured Creditors to Participate in Reverse Auction. All Unsecured Creditors who (i) are not a party to any Proceeding against the Companies Under Reorganization, their Affiliates, their shareholders or Exempt Managers or, if they are, who have taken all actions necessary to stay any and all Proceedings against the Companies Under Reorganization, their Affiliates, their shareholders or Exempt Managers, (ii) refrain from taking any enforcement action or filing any Proceeding against the Companies Under Reorganization, their Affiliates, their shareholders or Exempt Managers, and (iii) when opting to participate in the Reverse Auction, who irrevocably and irreversibly agree to the Non-Litigation Commitment provided in **Section 11.3** of this Plan, subject to its terms and conditions. Any Unsecured Creditors interested in participating in the Reverse Auction may, at any time within the period stipulated by the Companies Under Reorganization, in accordance with the Reverse Auction Notice, register on the website to be published in due course, to receive the notice from the Companies Under Reorganization regarding the holding of the Reverse Auction.

6.2.2.5 Except as indicated otherwise by the Companies Under Reorganization, there will be no form of communication with the Unsecured Creditors interested in participating in the Reverse Auction other than through the email registered on the website mentioned above.

6.2.2.6 Reverse Auction Winners. The Unsecured Creditor(s) who offer(s) the highest percentage discount on the amount of their respective Unsecured Claims offered for payment as part of the Reverse Auction will be considered the winner(s), subject to the Minimum Discount and the requirements and conditions set out in the Reverse Auction Notice. The Companies Under Reorganization shall, by the Closing Date – Restructuring Option II, use the Reverse Auction Amount towards paying in full

(considering the discounts offered at the respective Reverse Auction) all Unsecured Claims offered by the Unsecured Creditors named winners in the Reverse Auction, subject to the provisions of **Sections 6.2.2.7** and **6.2.2.9** below.

6.2.2.7 If more than one Unsecured Creditor is considered the winner of the Reverse Auction (*i.e.* they have submitted an identical bid with the highest percentage discount on the value of their respective Unsecured Claims), subject to the provisions of **Section 6.2.2.6** above, and if the Reverse Auction Amount is not sufficient to pay in full (taking into account the discounts offered within the scope of the Reverse Auction) all winning Unsecured Creditors, then payment shall be made *pro rata* to the Unsecured Creditors considered winners of the Reverse Auction for having offered the same discount percentage, subject to the Minimum Discount and, in any case, limited to the balance of the relevant Unsecured Claims reflected on the List of Creditors and or, as applicable, the List of Creditors - Payments.

6.2.2.8 However, in the event that there is any remaining balance of the Reverse Auction Amount after the actual full payment (considering the discounts offered within the scope of the respective Reverse Auction) of all Unsecured Claims offered by the Unsecured Creditors considered winners in the Reverse Auction under **Sections 6.2.2.6** and **6.2.2.7** above, then such balance of the Reverse Auction Amount will be used by the Companies Under Reorganization to pay the Unsecured Claims offered by the other Unsecured Creditors for payment at a percentage discount in the context of the Reverse Auction, subject to the Minimum Discount. In this case, the Companies Under Reorganization will always first pay the respective Unsecured Creditors having the second largest percentage discount on the value of their Unsecured Claims offered for payment in the context of the Reverse Auction, on a *pro rata* basis and limited to the balance of the respective Unsecured Claims reflected on the List of Creditors and, as applicable, the List of Creditors - Payments, and so on, until the entire Reverse Auction Amount is used, if the demand is there, it being agreed that, after payment of all Unsecured Creditors participating in the Reverse Auction and having observed the Minimum Discount, any remaining balances of the amounts of Unsecured Claims that were not fully included in the Reverse Auction will be paid according to the terms of the option chosen by the respective Unsecured Creditors for payment of their Unsecured Claims.

6.2.2.9 On the other hand, in the event that (i) there is no Unsecured Creditor considered the winner of a given Reverse Auction, subject to the conditions set out in **Section 6.2.2.1** above, or (ii) there is still some remaining balance of the Reverse Auction Amount after the actual payment of the Unsecured Claims of all Unsecured Creditors participating in the Reverse Auction and having observed the Minimum Discount, subject to the provisions of **Sections 6.2.2.6** and **6.2.2.8** above, the respective balance of the Reverse Auction Amount ("Unused Reverse Auction Balance") shall be made part of the Funds Allocated to Repurchase and be specifically and compulsorily used by the Companies Under Reorganization to pay any Option II Unsecured Claims Remaining Balance, under **Section 6.2.6.4**. The Unused Reverse Auction Balance will be adjusted for inflation by the accumulated fluctuation (to the extent positive positive) in the IPCA from the date of the Reverse Auction until its actual use by the Companies Under Reorganization for the payment of any Option Unsecured Claims Remaining Balance under **Section 6.2.6.4**.

6.2.2.10 For the purposes of the rules applicable to the Reverse Auction governed by this **Section 6.2.2** and its **subsections**, the amount of the Unsecured Claim to be considered for offering purposes in the context of the Reverse Auction shall always correspond to the full amount (or any part thereof) reflected on the List of Creditors and, as applicable, the List of Creditors - Payments, without application of any discount or any other effect resulting from the restructuring options and other forms of novation of Unsecured Claims set forth in this Plan.

6.2.3. Creditors with Unsecured Claims up to R\$12,000.00. Unsecured Creditors holding Unsecured Claims in *Reais* in an amount of up to R\$12,000.00 (twelve thousand *Reais*) may, so long as they comply with the Non-Litigation Commitment provided in **Section 11.3**, choose to have their respective Unsecured Claims paid in full by Americanas, in a lump sum, without haircut and without adjustment for inflation, within 60 (sixty) days of the Confirmation Date, limited to the amount of the balance of the respective Unsecured Claim reflected on the List of Creditors. Creditors with Unsecured Claims up to R\$12,000.00 may express their interest in having their Unsecured Claims restructured in accordance with this **Section 6.2.3** within 30 (thirty) days of the Confirmation Date by sending to Americanas, under **Section 12.10** below, the adherence agreement set out in **Exhibit 6.2.3**, subject to the provisions of **Section 6.2.11**.

6.2.4. Creditors with Unsecured Claims above R\$12,000.00. Without prejudice to the provisions of **Section 6.2.3** above, Americanas will make the total amount of R\$40,000,000.00 (forty million *Reais*) ("Funds Allocated to Unsecured Claims above R\$12,000.00") available for the payment to Unsecured Creditors in *Reais* holding Unsecured Claims in amounts above R\$12,000.00 (twelve thousand *Reais*) who choose, under **Section 6.2.4.1**, to receive payment of their Unsecured Claims under this **Section 6.2.4** and **subsections hereof**. Any Unsecured Creditor who chooses to receive payment of their Unsecured Claims under **Section 6.2.4** shall be in compliance with the Non-Litigation Commitment provided in **Section 11.3**.

6.2.4.1. Choosing an Option and Payment Method. Unsecured Creditors with Unsecured Claims worth more than R\$12,000.00 (twelve thousand *Reais*) may opt, within 30 (thirty) days of the Confirmation Date, by sending to Americanas, under **Section 12.10** below, the adherence agreement set out in **Exhibit 6.2.4.1**, to receive the total amount of R\$12,000.00 (twelve thousand *Reais*), in a lump sum and without adjustment for inflation, within 60 (sixty) days of the Confirmation Date, it being understood that, when choosing the payment option provided in **Section 6.2.4** and **subsections thereof** and actually receiving payment of Unsecured Claims under **Section 6.2.4.2** below, the relevant creditor will automatically waive the right to receive payment of the amounts of their respective Unsecured Claims exceeding R\$12,000.00 (twelve thousand *Reais*) and will grant to the Companies Under Reorganization, at the same time the option is made, their broadest, strictest, irrevocable and irreversible discharge for having received the full amount of their respective Unsecured Claims. Any Unsecured Creditor wishing to choose the payment option provided in this **Section 6.2.4** shall, in said adherence agreement set out in **Exhibit 6.2.4.1**, indicate an ancillary payment method to receive their respective Unsecured Claims above R\$12,000.00 (twelve thousand *Reais*) if the Funds Allocated to Unsecured Claims above R\$12,000.00 are not sufficient to pay their respective Unsecured Claims, as provided in **Section 6.2.4.3**, under penalty of being paid on the terms of the General Payment Method provided in **Section 6.2.11**.

6.2.4.2. In the event that the Funds Allocated to Unsecured Claims above R\$12,000.00 are not sufficient to pay the amount of R\$12,000.00 (twelve thousand *Reais*) to all Unsecured Creditors having chosen this payment option for their respective Unsecured Claims, the Funds Allocated to Unsecured Claims above R\$12,000.00 will be primarily used to pay the amount of R\$12,000.00 (twelve thousand *Reais*) to Unsecured Creditors who

are holders of Unsecured Claims in the smallest amounts above R\$12,000.00 (twelve thousand *Reais*) and so increasingly, according to the amounts of the respective Unsecured Claims, until the total amount of Funds Allocated to Unsecured Claims above R\$12,000.00 is reached. By way of example, considering the existence of 3 (three) Unsecured Creditors who have chosen this payment option, with Creditor I having Unsecured Claims in the amount of R\$12,500.00 (twelve thousand and five hundred *Reais*), Creditor II having Unsecured Claims in the amount of R\$14,000.00 (fourteen thousand *Reais*), and Creditor III having Unsecured Claims in the amount of R\$20,000.00 (twenty thousand *Reais*), Americanas will use the Funds Allocated to Unsecured Claims above R\$12,000.00 to pay the total amount of R\$12,000.00 (twelve thousand *Reais*) firstly to Creditor I, then to Creditor II, and subsequently to Creditor III, provided that the balance of Funds Allocated to Unsecured Claims above R\$12,000.00 shall be sufficient to pay the three Creditors in full.

6.2.4.3. If the Funds Allocated to Unsecured Claims above R\$12,000.00 are not sufficient to pay all Creditors holding Unsecured Claims above R\$12,000.00 (twelve thousand *Reais*) having chosen to have their claims restructured under this **Section 6.2.4**, then Creditors holding Unsecured Claims above R\$ 12,000.00 (twelve thousand *Reais*) that cannot be paid under this **Section 6.2.4** will be paid by the ancillary payment method indicated by the Creditors in the adherence agreements, as set out in the **Exhibit 6.2.4.1**, or, alternatively, by the General Payment Method provided in **Section 6.2.11**, if no ancillary payment method is indicated.

6.2.5. Restructuring Option I. Unsecured Creditors may expressly choose, according to the terms and conditions of **Section 6.2.5.1** below, to receive payment of their respective Option I Unsecured Claims Balance – Post-Reverse Auction according to the terms and conditions of this **Section 6.2.5** and **subsections hereof**.

6.2.5.1 Choosing the Option. Unsecured Creditors may express their interest in participating in Restructuring Option I, regardless of making the Non-Litigation Commitment provided for in **Section 11.3**, within 30 (thirty) days of the Confirmation Date, by sending to Americanas, under **Section 12.10** below, the adherence agreement set out in **Exhibit 6.2.5.1** ("Option I Unsecured Creditors"), subject to the provisions of **Section 6.2.11**.

6.2.5.2 Haircut. The Option I Unsecured Claims Balances – Post-Reverse Auction to be restructured under this **Section 6.2.5** will be reduced by 70% (seventy percent). For all intents and purposes, the haircut provided herein will be applied first to the interest that is due and payable, and only subsequently to the portion of the principal making up the Unsecured Claims to be restructured and paid under this **Section 6.2.5**.

6.2.5.3 Payment of Principal. The principal amount of the Option I Unsecured Claims Balance – Post-Reverse Auction, after application of the haircut provided in **Section 6.2.5.2** above, will be amortized in just one payment (bullet), on the last Business Day of January 2039.

6.2.5.4 Interest/Adjustment for Inflation. (i) If an Unsecured Creditor holds Unsecured Claims in *Reais*, the principal amount of the Option I Unsecured Claims Balance – Post-Reverse Auction, after application the haircut provided in **Section 6.2.5.2** above, will be adjusted by the TR rate per year 6.2.5.2 from the date of the Plan Approval until the date of actual payment, or (ii) if an Unsecured Creditor holds Unsecured Claims in Dollars, there will be no interest on the principal amount of the respective Option I Unsecured Claims Balance – Post-Reverse Auction, after application of the haircut provided in **Section 6.2.5.2** above.

6.2.5.5 Prepayment Option. Americanas will have the option, at its sole discretion, at any time, so long as Americanas Debentures have been fully settled, to pay in advance, in full or in part, the amounts due in accordance with this **Section 6.2.5**, by paying the present value (or part thereof) of the principal, after application of the haircut and interest incurred up to the date of exercise of the option, calculated as follows:

$$\text{Present value} = PC \times FD$$

- P = Principal adjusted from the date of the Plan Approval to the date of exercise of the option
- N = Number of Business Days between the option exercise date and the maturity date
- PC = Principal adjusted by the projected TR rate from the option exercise date to the maturity date, calculated according to the formula below:

$$PC = P \times [(1 + TR)^{(N/252)}]$$

For the purposes of calculating the adjusted principal, the TR rate to be used will be the last rate as calculated and published by the Central Bank of Brazil, on an annual basis, considering a year of 252 (two hundred and fifty-two) Business Days.

- FD = Discount factor calculated according to the formula below:

$$FD = 1 / [(1 + T)^{(N / 252)}]$$

For the purposes of calculating the discount factor, T will correspond to the amount of the last year of projection of the annual Selic rate, as determined and published in the Focus report by the Central Bank of Brazil, multiplied by 128%. For the avoidance of doubt, the Selic rate projection year cannot be later than the year of maturity itself.

6.2.5.6. In the case of prepayment of any Option I Unsecured Claims Balance– Post-Reverse Auction in Dollars, the same percentage discount on the face value resulting from the formula set out in **Section 6.2.5.5** above for the Option I Unsecured Claims Balance – Post-Reverse Auction in Reais will apply to the relevant Unsecured Claim.

6.2.6. Restructuring Option II. Any Financial Creditors that make and honor their Non-Litigation Commitment, as set forth in **Section 11.3**, may expressly choose to receive payment of their respective Option II Unsecured Claims Balance – Post-Reverse Auction according to the terms and conditions of this **Section 6.2.6** and **subsections** hereof, by sending to Americanas, within 30 (thirty) days of the Confirmation Date and in accordance with **Section 12.10**, the adherence agreement set out in **Exhibit 6.2.6** ("Option II Unsecured Creditors"), together with the information set forth in **Section 6.2.6.3.6** below, and subject the provisions of the **subsections** below and **Section 6.2.11**.

6.2.6.1. Option II Unsecured Creditors Payment. Any Option II Unsecured Creditors that timely choose the payment option provided in **Section 6.2.6** above and meet the requirements set forth therein will receive payment of their respective Option II Unsecured Claims Balance – Post-Reverse Auction upon delivery of a package composed of: (a) Claims Capitalization New Shares to be issued in the context of the Restructuring

Capital Increase provided in the **Sections 4.1.2** and **5.1**; (b) Americanas Debentures, under **Section 6.2.6.3**, consisting of (b.1) Americanas Debentures – Simple Series, under **Sections 6.2.6.3.1** and **6.2.6.3.3**, as applicable, and (b.2) Americanas Debentures – Priority Series, under **Sections 6.2.6.3.2** and **6.2.6.3.4**, as applicable; and (c) payment in cash corresponding to the Repurchase of Unsecured Claims portion, according to the terms and conditions of **Sections 6.2.6.4** and **6.2.6.6**.

6.2.6.2. Americanas Incoming Creditors Lock-up Period. By choosing the payment option provided in **Section 6.2.6**, the Option II Unsecured Creditors irrevocably and irreversibly agree and undertake to adhere to the lock-up agreement applicable to the sale of the Claims Capitalization New Shares and Subscription Warrants in the form of **Exhibit 6.2.6.2** to this Plan (“Creditors Lock-Up Agreement”), which will go into effect immediately upon completion of the Restructuring Capital Increase and delivery of the Claims Capitalization New Shares and related Subscription Warrants to Americanas Incoming Creditors, free and clear of any charge or any administrative or judicial challenge.

6.2.6.3. Americanas Debentures. Without prejudice to the provisions of **Section 6.2.6.2** above, on the Closing Date – Restructuring Option II, Americanas will issue Americanas Debentures either in the total amount of **R\$1,875,000,000.00 (one billion eight hundred and seventy-five million Reais)** or in the total amount of the Option II Unsecured Claims Balance – Post-Claims Capitalization, whichever the lower (“Total Issue Amount”), substantially in the form of the draft Americanas Debenture Indenture set out in **Exhibit 6.2.6.3**, for payment, on a *pro rata* basis, of part of the Option II Unsecured Claims Balance – Post-Claims Capitalization held by each Option II Unsecured Creditor. The Americanas Debentures will be issued in up to 4 (four) series, 2 (two) of which being Simple Series (in *Reais* and in Dollars), under **Sections 6.2.6.3.1** and **6.2.6.3.3** below, and 2 (two) Priority Series (in *Reais* and in Dollars), under **Sections 6.2.6.3.2** and **6.2.6.3.4** below.

6.2.6.3.1. Americanas Debentures - Simple Series in Reais. Subject to the provisions of **Section 6.2.6.3** above, the Americanas Debentures Simple Series in *Reais* will be subject to the following terms and conditions:

- (a) Issue Date: The date defined as such in the relevant debenture indenture.

- (b) Payment of Principal: The principal amount will be repaid in just one payment (bullet), on the 60th (sixtieth) month after the issue date.
- (c) Adjustment for Inflation: Not applicable.
- (d) Conventional Interest: Subject to the provisions of **Section 6.2.6.3** above, conventional interest at the annual rate of 128% (one hundred and twenty-eight percent) of the CDI rate will be charged from the issue date.
- (e) Grace Period: The conventional interest incurred over the 24 (twenty-four) months following the issue date will not be paid during that period, but will rather be incorporated into the principal amount.
- (f) Payment of Conventional Interest: After the grace period for conventional interest set forth above, the conventional interest on the new principal amount will be paid quarterly, with the first payment due on the 27th (twenty-seventh) month following the issue date.
- (g) Optional Redemption or Extraordinary Amortization: The Company may redeem or amortize, at its sole discretion, at any time and so long as the Americanas Debentures of the Priority Series in *Reais* and the Priority Series in Dollars have been fully redeemed or amortized, without incurring any penalty, through payment of the outstanding balance of the Simple Series in *Reais* and the Simple Series in Dollars, including the conventional interest capitalized until the option exercise date, in full or, on a *pro rata* basis, in part, of the Simple Series in *Reais* of Americanas Debentures issued and outstanding. For the sake clarification, there will be no priority for redemption or amortization between the Debentures of the Simple Series in *Reais* and the Simple Series in Dollar, it being understood that any redemption or amortization of Debentures of the Simple Series in *Reais* will be carried out together and on a *pro rata* basis with the redemption or amortization of Simple Series Debentures in Dollars.
- (h) Guarantees: The payment obligations under the Americanas Debentures will be secured by corporate/personal guarantees provided by all Companies Under Reorganization, which are co-obligors under this Plan and also within the scope of the Americanas Debentures. Furthermore, if Americanas shall have not entered into a purchase and

sale agreement for the entirety of the HNT UPI within 12 (twelve) months of the Confirmation Date, then Americanas commit all or any part of the HNT UPI having not been sold to a fiduciary sale, in the form of the agreement set out in **Exhibit 6.2.6.3.1(h)**, to secure the Simple Series in *Reais* of the Americanas Debentures, to be executed within the period stipulated in the Americanas Debenture Indenture, it being understood that the Priority Series in *Reais* and the Priority Series in Dollars will have absolute priority over the Simple Series in *Reais* of the Americanas Debentures and the Simple Series in Dollars of the Americanas Debentures concerning the receipt of funds arising from the guarantee on all or any part of the HNT UPI having not been sold.

(i) Other contractual terms: The other terms applicable to the Simple Series in *Reais* will be as set forth in the Americanas Debenture Indenture, substantially in the form of the draft indenture contained in **Exhibit 6.2.6.3**.

6.2.6.3.2. Americanas Debentures - Priority Series in *Reais*. Subject to the provisions of **Section 6.2.6.3** above, the Americanas Debentures will comprise the Priority Series in *Reais*, which may be subscribed 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 – Priority Series in Dollars, of **R\$1,389,053,559.00 (one billion three hundred eighty-nine million fifty-three thousand five hundred and fifty-nine *Reais*)**, subject to the provisions of **Section 6.2.6.3.4** ("Priority Series Total Limit"), according to the following terms and conditions:

(a) Trade Ratio: Any Financial Creditor holding Bank Financial Claims will receive R\$1.00 (one *Real*) of Americanas Debentures of the Priority Series in *Reais* in lieu (and up to the total amount they would be entitled to receive) of R\$ 1.00 (one *Real*) of Simple Series Americanas Debentures in *Reais*.

(b) Issue Date: The date defined as such in the relevant debenture indenture.

(c) Payment of Principal: The principal amount will be repaid in just one payment (bullet), in the 48th (forty-eighth) month following the issue date.

- (d) Adjustment for Inflation: Not applicable;
- (e) Conventional Interest: Subject to the provisions of **Section 6.2.6.3** above, conventional interest at the annual rate of 128% (one hundred and twenty-eight percent) of the CDI rate will be charged from the issue date.
- (f) Grace Period: The conventional interest incurred over the 24 (twenty-four) months following the issue date will not be paid during that period, but will rather be incorporated into the principal amount.
- (g) Payment of Conventional Interest: After the grace period for conventional interest set forth above, the conventional interest on the new principal amount will be paid quarterly, with the first payment due on the 27th (twenty-seventh) month following the issue date.
- (h) Optional Redemption or Extraordinary Amortization: The Company may redeem or amortize, at any time and at its sole discretion, without incurring any penalty, through payment of the outstanding balance of the Priority Series in *Reais*, including the conventional interest capitalized to date exercise of the option, all or, on a *pro rata* basis, any part of the Priority Series in *Reais* of Americanas Debentures issued and outstanding, and such optional redemption or extraordinary amortization will be carried out with priority over the optional redemption or extraordinary amortization of the Debentures Americanas Simple Series in *Reais* and Simple Series in Dollars. For the sake of clarification, there will be no redemption or amortization priority between the Debentures of the Priority Series in *Reais* and the Priority Series in Dollars, it being understood that any redemption or amortization of Debentures of the Priority Series in *Reais* will be carried out together and on a *pro rata* basis with the redemption or amortization of Priority Series Debentures in Dollars.
- (i) Guarantees: The payment obligations under the Americanas Debentures will be secured by corporate/personal guarantees provided by all Companies Under Reorganization, which shall be co-obligors under this Plan and also within the scope of the Americanas Debentures. Furthermore, if Americanas shall have not entered into a purchase and sale agreement for the entirety of the HNT UPI within 12 (twelve) months of the Confirmation Date, then Americanas shall

commit all or any part of the UPI HNT having not been sold to a fiduciary sale, in the form of the agreement set out in **Exhibit 6.2.6.3.2(i)**, to secure the Priority Series in *Reais* of the Americanas Debentures, to be executed within the period stipulated the Americanas Debenture Indenture, it being understood that the Priority Series in *Reais* and the Priority Series in Dollars will have absolute priority over the Simple Series in *Reais* and the Simple Series in Dollars of the Americanas Debentures concerning the receipt of funds arising from the any foreclosure of the guarantee on all or any part of the HNT UPI having not been sold.

(j) Other contractual terms: The other terms applicable to the Priority Series in *Reais* will be as set forth in the Americanas Debenture Indenture, substantially in the form of the draft indenture set out in **Exhibit 6.2.6.3**.

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

- (a) Issue Date: The date defined as such in the relevant debenture indenture.
- (b) Payment of Principal: The principal amount will be repaid in just one payment (bullet), on the 60th (sixtieth) month following the issue date.
- (c) Adjustment for Inflation: The principal amount or any balance thereof, as applicable, will be adjusted for inflation using the Conversion Exchange Rate, from the issue date to the date of actual payment, with the product such adjustment being automatically incorporated on each date of amortization, incorporation or payment of the adjustment.
- (d) Conventional Interest: Subject to the provisions of **Section 6.2.6.3** above, conventional interest at the annual rate of 8.35% will be charged from the issue date.

(e) Grace Period: The conventional interest incurred over the 24 (twenty-four) months following the issue date will not be paid during that period, but will rather be incorporated into the principal amount.

(f) Payment of Conventional Interest: After the grace period for conventional interest set forth above, the conventional interest on the new principal amount will be paid quarterly, with the first payment due on the 27th (twenty-seventh) month following the issue date.

(g) Optional Redemption or Extraordinary Amortization: The Company may redeem or amortize, at its sole discretion, at any time and so long as the Americanas Debentures of the Priority Series in *Reais* and the Priority Series in Dollars have been fully redeemed or amortized, without incurring any penalty, through payment of the outstanding balance of the Simple Series in Dollars, including the conventional interest capitalized until the date of exercise of the option, all or, on a *pro rata* basis, any part of the Simple Series in Dollars of the Americanas Debentures issued and outstanding. For the sake of clarification, there will be no redemption or amortization priority between the Simple Series and Simple Dollar Series Debentures, it being understood that any redemption or amortization of Simple Series Debentures in Dollars will be carried out together and on a *pro rata* basis with the redemption or amortization of Simple Series Debentures in *Reais*.

(h) Guarantees: The payment obligations under the Americanas Debentures will be secured by corporate/personal guarantees provided by all Companies Under Reorganization, which shall be co-obligors under this Plan and also within the scope of the Americanas Debentures. Furthermore, if Americanas shall have not entered into a purchase and sale agreement for all of the HNT UPI within 12 (twelve) months of the Confirmation Date, then Americanas shall commit all or any part of the HNT UPI having not been sold to a fiduciary sale, in the form of the agreement set out in **Exhibit 6.2.6.3.3(h)**, to secure the Simple Series of the Americanas Debentures in Dollars, to be executed within the period stipulated in the Americanas Debenture Indenture, it being understood that the Priority Series in *Reais* and the Priority Series in Dollars will have absolute priority over the Simple Series in *Reais* and the Simple Series in Dollars of the Americanas Debentures concerning

the receipt of funds arising from the guarantee on all or any part of the HNT UPI having not been sold.

(i) Other contractual terms: The other terms applicable to the Simple Series in Dollars will be as set forth in the Americanas Debenture Indenture, substantially in the form of the draft indenture set out in **Exhibit 6.2.6.3**.

6.2.6.3.4. Americanas Debentures – Priority Series in Dollars. Subject to the provisions of **Section 6.2.6.3** above, the Americanas Debentures will comprise the Priority Series in Dollars, which may be subscribed and paid in, on a *pro rata* basis, only by Financial Creditors holding Bank Financial Claims involving Unsecured Claims in Dollars up to the Priority Series Total Limit, including the Americanas Debentures – Priority Series in *Reais*, according to the following terms and conditions:

(a) Trade Ratio: Any Financial Creditor holding Bank Financial Claims in Dollars will receive R\$1.00 (one *Real*) of Americanas Debentures of the Priority Series in Dollars in lieu (and up to the total amount they would be entitled to receive) of R\$1.00 (one *Real*) of Simple Series Americanas Debentures in Dollars.

(b) Issue Date: The date defined as such in the relevant debenture indenture.

(c) Payment of Principal: The principal amount will be repaid in just one payment (bullet), in the 48th (forty-eighth) month following the issue date.

(d) Adjustment for Inflation: The principal amount or any balance thereof, as applicable, will be adjusted for inflation using the Conversion Exchange Rate, from the issue date to the date of actual payment, with the adjustment product being automatically incorporated on each date of amortization, incorporation or payment of adjustment.

(e) Conventional Interest: Subject to the provisions of **Section 6.2.6.3** above, conventional interest at the annual rate of 8.35% will be charged from the issue date.

(f) Grace Period: The conventional interest incurred over the 24 (twenty-four) months following the issue date will not be paid during that period, but will rather be incorporated into the principal amount.

(g) Payment of Conventional Interest: After the grace period for conventional interest set forth above, the conventional interest on the new principal amount will be paid quarterly, with the first payment due on the 27th (twenty-seventh) month following the issue date.

(h) Optional Redemption or Extraordinary Amortization: The Company may redeem or amortize, at its sole discretion, at any time, without incurring any penalty, through payment of the outstanding balance of the Priority Series in Dollars, including the conventional interest capitalized to date exercise of the option, all or, on a *pro rata* basis, any part of the Priority Series in Dollars of Americanas Debentures issued and outstanding, and such optional redemption or extraordinary amortization will be carried out with priority over the optional redemption or extraordinary amortization of Americanas Debentures of the Simple Series in *Reais* and Simple Series in Dollars. For the sake of clarification, there will be no redemption or amortization priority between the Debentures of the Priority Series in *Reais* and the Priority Series in Dollars, it being understood that any redemption or amortization of Debentures of the Priority Series in Dollars will be carried out together and on a *pro rata* basis with the redemption or amortization of Priority Series Debentures in *Reais*.

(i) Guarantees: The payment obligations under the Americanas Debentures will be secured by corporate/personal guarantees provided by all Companies Under Reorganization, which will be co-obligors under this Plan and also within the scope of the Americanas Debentures. Furthermore, if Americanas shall have not entered into a purchase and sale agreement for the entirety of the HNT UPI within 12 (twelve) months of the Confirmation Date, Americanas commit all or any part of the HNT UPI having not been sold to a fiduciary sale, in the form of the agreement set out in **Exhibit 6.2.6.3.4(i)**, to secure the Priority Series in Dollars of the Americanas Debentures, to be executed within the period stipulated in the Americanas Debenture Indenture, it being understood that the Priority Series in Dollars and the Priority Series in *Reais* will have absolute priority over the Simple Series in *Reais* of the Americanas Debentures and the Simple Series in Dollar of the

Americanas Debentures concerning the receipt of funds arising from the guarantee on all or any of the HNT UPI having not been sold.

(j) Other contractual terms: The other terms applicable to the Priority Series in Dollars will be as set forth in the Americanas Debenture Indenture, substantially in the form of the draft indenture set out in **Exhibit 6.2.6.3**.

6.2.6.3.5. For the sake of clarity, the Total Issue Amount indicated in **Section 6.2.6.3** above is the total amount to be made available by Americanas for the issue of Americanas Debentures, and the Priority Series Total Limit shall apply to the Priority Series in both *Reais* and Dollars together.

6.2.6.3.6. Commitment to Grant Bank Guarantee or Surety Bond Facilities. The Supporting Creditors agree by virtue of this Plan and the terms of the Plan Support Agreement to, by themselves or through their Affiliates, subscribe and/or grant a credit limit for the contracting of bank guarantees ("Bank Guarantee") or surety bonds ("Surety Bond") for the benefit of the Companies Under Reorganization ("Bank Guarantee or Surety Bond Facilities"), as necessary to guarantee administrative and judicial proceedings involving tax contingencies of Americanas Group, totaling **R\$1,389,053,559.00 (one billion three hundred eighty-nine million fifty-three thousand five hundred and fifty-nine Reais)** ("Administrative and Judicial Proceedings Guarantee Amount"), in order to ensure the feasibility of the restructuring process under this Plan and the Judicial Reorganization process.

6.2.6.3.7. Voluntary Participation in Bank Guarantee or Surety Bond Facilities by Bank Financial Creditors. Notwithstanding the provisions of **Section 6.2.6.3.6** above, all Bank Financial Creditors wishing to so do may make a commitment to open Bank Guarantee or Surety Bond facilities for the benefit of Americanas, up to the limit of the proportion that the respective installment of Bank Financial Claims included in its Option II Unsecured Claims Balance – Post-Reverse Auction represent relative to all of the Bank Financial Claims included in the Option II Unsecured Claims Balance – Post-Reverse Auction held by all Financial Creditors ("Bank Guarantee or Surety Bond Facility Amounts – Bank Financial Creditors"). For each R\$1.00 (one *Real*) of the Bank Guarantee or Surety Bond Amounts – Bank Financial Creditors, R\$1.00 (one *Real*) will be taken away from the

Administrative and Judicial Proceedings Guarantee Amount (“Adjusted Administrative and Judicial Proceedings Guarantee Amount”), it being understood that the Adjusted Administrative and Judicial Proceedings Guarantee Amount plus the Bank Guarantee or Surety Bond Facility Amounts – Bank Financial Creditors shall always correspond to the aggregate amount of **R\$1,389,053,559.00 (one billion three hundred eighty-nine million fifty-three thousand five hundred and fifty-nine Reais)**, according to the explanatory simulation set out in Exhibit 5.2 of the Plan Support Agreement.

6.2.6.3.7.1. Additional Distribution on the Repurchase of Unsecured Claims. For every R\$1.00 (one *Real*) offered to the Companies Under Reorganization in the form of Bank Guarantee or Surety Bond Facilities, each Financial Creditor holding Bank Financial Claims will receive R\$1.00 (one *Real*) in addition to the amount they would be entitled to be paid in the context of the Repurchase of Unsecured Claims, as provided in **Section 6.2.6.4** and subject to its terms and limitations.

6.2.6.3.7.2. Terms of Bank Guarantee or Surety Bond Facilities. The Bank Guarantee or Surety Bond Facilities offered by each Financial Creditor holding Bank Financial Claims, acting on its own or through its Affiliates, including Supporting Creditors holding Bank Financial Claims, shall remain in force either (i) for a period of 2 (*two*) years from the occurrence of the Closing Date – Restructuring Option II or (ii) until the end of the Judicial Reorganization, under **Section 12.8**, whichever the earlier (“Administrative and Judicial Proceedings Guarantee Period”), provided that no default by Americanas Group shall be found under relevant agreement signed with the Option II Unsecured Creditor which was not cured under the aforementioned agreement (“Bank Guarantee or Surety Bond Agreement”), it being agreed that, once it has been used, the relevant Bank Guarantee or Surety Bond Facilities shall remain in force indefinitely and shall be automatically renewed each year until the relevant secured obligation is fully discharged, at a maximum cost of 2.00% (two percent) per year (“Bank Guarantee or Surety Bond Facilities Maximum Cost”). Furthermore, if the Companies Under Reorganization decide to use Bank Guarantee or Surety Bond Facilities under an instrument signed with a certain Financial Creditor holding Bank Financial Claims and such Financial Creditor does not meet the respective obligation assumed, such Financial Creditor shall pay to Americanas, as indemnity, within 15

(fifteen) days of its receipt of notice of such breach, a non-compensatory amount equivalent to 20% (twenty percent) of the total amount of the Bank Guarantee or Surety Bond Facility offered by such Bank Financial Creditor, without prejudice to the imposition, by Americanas, of any penalties contemplated in the aforementioned agreement and the liability of the respective Financial Creditor holding Bank Financial Claims for losses and damages arising from said breach.

6.2.6.3.7.3. Suspension of Obligations to Grant Bank Guarantee or Surety Bond Facilities. The obligation of Bank Financial Creditors to grant Bank Guarantee or Surety Bond Facilities will be suspended during the period in which the Companies Under Reorganization are in default of their obligations to reimburse the cost of the Bank Guarantee or Surety Bond Facility, which shall be fulfilled by Americanas within 2 (two) Business Days of its receipt of notice from the respective Financial Creditor to that effect, subject to a curing period of no more than 5 (five) calendar days, for any Bank Guarantee or Surety Bond Agreements, without any penalties being imposed on the Bank Financial Creditors under this Plan and the respective Bank Guarantee or Surety Bond Agreements.

6.2.6.3.7.4. Form and Disbursement of Bank Guarantee or Surety Bond Facilities. Bank Guarantee or Surety Bond Facilities (i) may be granted in the form of cash, bank guarantees, surety bond, collaterals, stand-by letters of credit or any other type of guarantee or counter-guarantee acceptable (a) to the Court in the relevant administrative and judicial proceedings or (b) to the insurer(s) and/or reinsurer(s) that may be contracted by Americanas to provide Administrative and Judicial Proceedings Guarantee and are approved by the Bank Financial Creditors opting for such grant, and (ii) will only be disbursed by the respective Bank Financial Creditors, cumulatively, (a) upon request from Americanas Group, (b) after the Closing Date - Restructuring Option II, and (c) after the execution of the Bank Guarantee or Surety Bond Agreements with each Bank Financial Creditor, which shall be executed by the Closing Date – Restructuring Option II, substantially under the conditions usually adopted by each Financial Creditor with their respective customers.

6.2.6.3.7.5. Proportion of Use of Bank Guarantee or Surety Bond Facilities. Americanas Group shall request the contracting and

fulfillment (the call for payment) of the Bank Guarantee or Surety Bond Facilities offered by the Bank Financial Creditors, always in a proportional manner.

6.2.6.3.7.6. Centralizing Agent. The Companies Under Reorganization may hire a centralizing agent for such Bank Guarantees or Surety Bonds in order to facilitate the granting of guarantees for administrative and judicial proceedings involving tax contingencies against Americanas Group, in which case any costs and expenses related to the hiring of the centralizing agent shall be comprised by Bank Guarantee or Surety Bond Facilities Maximum Cost, it being agreed that, until such agent is hired, any Bank Guarantees or Surety Bonds will be provided as guarantee in such proceedings by the respective Bank Financial Creditors.

6.2.6.4. Repurchase of Unsecured Claims. Subject to the provisions of **Section 6.2.6.6** below, until the Closing Date - Restructuring Option II, Americanas will use a total amount of **up to R\$6,700,000,000.00 (six billion and seven hundred million Reais)**, which shall be adjusted by the accumulated fluctuation (to the extent positive) in the IPCA between the Plan Approval and the date of repurchase of claims hereunder, plus any Unused Reverse Auction Balance, and in any case subject to adjustments according to the formula set forth in **Section 6.2.6.6** (“Funds Allocated to Repurchase”), to pay the Option II Unsecured Claims Remaining Balance according to the formulae set forth below, it being understood that under no circumstances may the total amount payable to each Option II Unsecured Creditor in the context of the Repurchase of Unsecured Claims exceed the respective Option II Unsecured Claims Remaining Balance.

(a) Total Repurchase Amount for Financial Creditors holding Capital Market Financial Claims* = (Capital Market Financial Claims of Financial Creditors / Option II Unsecured Claims) * Funds Allocated to Repurchase

For the sake of clarity, the total amount payable to each Financial Creditor holding Capital Market Financial Claims in the context of the Repurchase of Unsecured Claims will be equivalent to the pro rata amount of its Capital Market Financial Claims relative to the total Capital Market Financial Claims held by the Financial Creditors after the Reverse Auction.

(b) Total Repurchase Amount for Financial Creditors holding Bank Financial Claims * = (Funds Allocated to Repurchase – Total Repurchase

*Amount for Financial Creditors holding Capital Market Claims – R\$1,389,053,559.00 + Bank Guarantee and Surety Bond Facilities amount granted individually by each Financial Creditor under **Sections 6.2.6.3.6 and 6.2.6.3.7 (and their subsections).***

*For the sake of clarity, all components of the Total Repurchase Amount for Financial Creditors holding Bank Financial Claims in the context of the Repurchase of Unsecured Claims will be calculated on a pro rata basis, based on the total Bank Financial Claims held by each Financial Creditor after the Reverse Auction has been held, relative to the total Bank Financial Claims, except the Bank Guarantee and Surety Bond facilities amount granted individually by each Financial Creditor under **Sections 6.2.6.3.6 and 6.2.6.3.7 (and subsections)**, which will be added to the payment due to such creditors.*

** For avoidance of doubt, all Claims referred to in the formulae above are already net of any payments in the context of the Reverse Auction.*

6.2.6.5. For the avoidance of doubt, the Unsecured Claims held by Option II Unsecured Creditors and subject to the Repurchase of Unsecured Claims will be those remaining after the Unsecured Claims are included in the Reverse Auction (if applicable), the Restructuring Capital Increase and the issue of Americanas Debentures.

6.2.6.6. Notwithstanding the provisions of **Section 6.2.6.4** above, the total amount of Funds Allocated to Repurchase may be reduced proportionally, according the formula provided below, in the event of restructuring of Unsecured Claims on the terms of Restructuring Option I and by the General Payment Method, the amount any such reduction in the Funds Allocated to the initial Repurchase ("Excess Repurchase Funds") shall be used by the Company in accordance with **Section 7.3**. For the sake of clarity, under no circumstances may the total amount of Funds Allocated to Repurchase exceed the Option II Unsecured Claims Remaining Balance subject to the Repurchase of Unsecured Claims.

(i) *Funds Allocated to repurchase = (R\$6,700,000,000.00 (adjusted by the accumulated fluctuation (to the extent positive) in the IPCA) + Unused Reverse Auction Balance) * Adjustment Factor, subject to the Option II Unsecured Claims Remaining Balance maximum amount subject to the Repurchase of Unsecured Claims.*

Where *Adjustment Factor* = *Option II Restructuring Claims / (Option I Restructuring Claims + Option II Restructuring Claims + General Payment Method Claims)*, with all Claims referred to in the formulae above already net of any payments in the context of the Reverse Auction.

(ii) *Excess Repurchase Funds* = (R\$6,700,000,000.00 (adjusted by the accumulated fluctuation (to the extent positive) in the IPCA) + Unused Reverse Auction Balance) – Funds Allocated to Repurchase.

6.2.6.7. In the event that any balance of Funds Allocated to Repurchase still remains after the actual payment of the Unsecured Claims held by each Option II Unsecured Creditor, under **Sections 6.2.6.4, 6.2.6.5 and 6.2.6.4**, the respective Funds Allocated to Repurchase will be used for early redemption of all or extraordinary amortization of part, on a *pro rata* basis, or all of the Americanas Debentures issued and outstanding, under **Section 7.3**. If there any balance of Funds Allocated to Repurchase still remains after the early redemption or amortization of all Americanas Debentures issued and outstanding, such amount may be used by the Companies Under Reorganization, at their sole discretion, for investments in their activities.

6.2.7. Litigating Financial Creditors With Retained or Offset Amounts. Any Litigating Financial Creditors With Retained or Offset Amounts who (x) are in compliance with the Non-Litigation Commitment provided in **Section 11.3** and (y) agree to and strictly observe the conditions set out in **Sections 6.2.7.1 and 6.2.7.4** below may expressly choose, according to the terms and conditions of **Section 6.2.7.1** below, to participate in the Restructuring Option – Retained or Offset Claims, provided that (i) the Offset Amounts and the Amounts to be Offset shall be treated as set out in **Section 6.2.7.3** below and (ii) any remaining balance of Unsecured Claims held by such Financial Creditors With Retained or Offset Amounts after any payment of part of the Unsecured Claims in the context of the Reverse Auction set forth in **Section 6.2.2** above will be paid by the ancillary payment method indicated by the Creditor in the adherence agreement set out in **Exhibit 6.2.7.1** or, alternatively, by the General Payment Method provided in **Section 6.2.11** if no ancillary payment method is indicated.

6.2.7.1 Choosing the Option. Subject to the conditions set out in **Section 6.2.7** above, the Litigating Financial Creditors With Retained or Offset Amounts that are interested in participating in the Restructuring Option - Retained or Offset Claims shall send to Americanas after the Plan Approval, but no later than 30 (thirty) days after the Confirmation Date, the adherence agreement set out in **Exhibit 6.2.7.1**, pursuant to **Section 12.10**, containing an

indication of the ancillary payment method, subject to the provisions of **Section 6.2.11**.

6.2.7.2 Credit Facility. Within 30 (thirty) days of the end of the period allowed for Unsecured Creditors to choose the option, the relevant Litigating Financial Creditors With Retained or Offset Amounts, except for any Litigating Financial Creditor With Retained or Offset Amounts having performed Derivative Offsets, shall enter into instruments with Americanas Group to grant a revolving line of credit for discounting performed credit card receivables or, at the sole discretion of the Americanas Group, any other equivalent financial product, so long as it is approved by the respective Litigating Financial Creditor With Retained or Offset Amounts, according to the following terms and conditions ("Credit Facility"):

6.2.7.2.1 Amount. The amount of the revolving credit facility will be equivalent to the total Retained or Offset Amount of the relevant Litigating Financial Creditor With Retained or Offset Amounts. The amount of the credit facility will not include any amount put through a Derivative Offset by the respective Litigating Financial Creditor With Retained or Offset Amounts. For the sake of clarity, such Litigating Financial Creditors With Retained or Offset Amounts will not have the obligation to provide a new credit facility to the Companies Under Reorganization under this **Section 6.2.7.2** only for the amount that has been put through a Derivative Offset by the respective Litigating Financial Creditor With Retained or Offset Amounts.

6.2.7.2.2 Term. At least 3 (three) years, taking effect upon implementation of the conditions set out in **Section 6.2.7.3** below, subject to the conditions set out in the Credit Facility instrument to be agreed upon by the parties and nonoccurrence of the Termination Conditions stipulated in **Section 9.1**.

6.2.7.2.3 Remuneration. Annual rate of 100% of the CDI, plus 1.70% (one and seven tenths of a percent).

6.2.7.3 Consolidation of Retained or Offset Amounts. Conditional on (i) Judicial Confirmation of the Plan, (ii) choice of the Restructuring Option – Retained or Offset Claims under **Section 6.2.7.1** above, (iii) execution of instruments regarding to the Credit Facility, as applicable, and (iv) completion of the Restructuring Capital Increase, the respective Litigating

Financial Creditors With Retained or Offset Amounts will have the Offset Amounts ratified and will have the Amounts to be Offset acknowledge, with the ownership of the Retained or Offset Amounts being consolidated for that purpose, thereby impairing any Proceeding involving the Companies Under Reorganization, their Affiliates, their shareholders or Exempt Managers, including credit qualifications and challenges regarding to Retained or Offset Amounts, and the Claims up to the respective Retained or Offset Amounts deemed terminated.

6.2.7.4 If a particular Litigating Financial Creditor With Retained or Offset Amounts that is interested in participating in the Restructuring Option - Retained or Offset Claims fails to comply with the obligation to make the Credit Facility available under **Section 6.2.7.2** above and on the terms contractually agreed upon, then such Litigating Financial Creditor With Retained or Offset Amounts shall pay, as indemnity, within 15 (fifteen) days of noncompliance, an amount corresponding to 20% (twenty percent) of Retained or Offset Amounts to the Company.

6.2.8. Supplier Creditors with Unsecured Claims above R\$12,000.00. Supplier Creditors holding Unsecured Claims above R\$12,000.00 (twelve thousand *Reais*) that do not choose to receive payment for their Unsecured Claims otherwise, according to the applicable payment options provided for in this Plan, will be paid, so long as they keep the Non-Litigation Commitment as set forth in **Section 11.3**, after application of a 50% (fifty percent) haircut on the total amount of their Unsecured Claims, as set out below.

- (a) Installments. Amortization of the remaining balance of the principal, after application of the haircut set forth in **Section 6.2.8** above, in 48 (forty-eight) monthly, equal and successive installments, the first of which being due on the last Business Day of the month following the Approval Date, and the others on the same day of subsequent months.
- (b) Adjustment for Inflation. The amount of the remaining balance of the principal, after application of the haircut provided for in **Section 6.2.8** above, will be adjusted for inflation with the lowest frequency permitted by Law, by the accumulated fluctuation (to the extent positive) in the IPCA, from the Confirmation Date to the date the actual payment.

(c) Choosing the Option. Supplier Creditors may express their interest in having their Unsecured Claims restructured under **Section 6.2.8** above within 30 (thirty) days of the Confirmation Date by sending to Americanas, under **Section 12.10** below, the adherence agreement provided in **Exhibit 6.2.8**, subject to the provisions of **Section 6.2.11**.

6.2.9. Supplier Creditor Collaborators. Considering the importance of maintaining the supply of goods for resale to Americanas Group, the total amount of R\$3,700,000,000.00 (three billion and seven hundred million *Reais*) ("Funds Allocated to Supplier Creditor Collaborators") will be used to pay Unsecured Claims held by Supplier Creditor Collaborators who meet the Payment Conditions (as defined below) set out in **Section 6.2.9.1** below and timely choose the payment method for their respective Unsecured Claims in accordance with **Section 6.2.9.2** below, subject to the other terms and conditions set out in this **Section 6.2.9** and its **subsections**. Americanas may also, at its sole discretion and as provided in **Section 12.13**, use any credits, benefits, bonuses or the equivalent held against Supplier Creditor Collaborators ("Offsetting Amounts") to make the payments set forth in **Section 6.2.9.3** below, always subject the limit of Funds Allocated to Supplier Creditor Collaborators.

6.2.9.1. Payment Conditions. Any Supplier Creditor Collaborators wishing to receive their Unsecured Claims under this **Section 6.2.9** and **subsections** shall: (i) return, by the Plan Approval date, to regularly supply to Americanas Group non-financial products for resale, as applicable, according to the volumes, quality, assortment, delivery time and conditions previously agreed upon between the Company and the respective Supplier Creditor Collaborators; (ii) return, by the Plan Approval date, to other ancillary negotiations, such as those concerning funds, Americanas Ads and bonuses, in order to allow the margins agreed upon between the Company and the respective Supplier Creditor Collaborators to be restored; (iii) grant, immediately upon receipt of their portion of the Funds Allocated to Supplier Creditor Collaborators as provided in **Section 6.2.9.3** below, in relation to their respective Unsecured Claims, an extension of the payment period to Americanas Group for the time usually applied during the year 2022 or longer, in a continuous manner, during the minimum period of 12 (twelve) months, automatically extendable for an equal period; and (iv) comply with the Non-Litigation Commitment provided in **Section 11.3** ("Payment Conditions"). For the sake of clarity, the extension of the payment period for Americanas Group provided in item (iii) of this **Section 6.2.9.1** shall extend to orders placed and not yet paid by the Company upon receipt by the

Supplier Creditor Collaborators of their respective portions of the Funds Allocated to Supplier Creditor Collaborators as provided in **Section 6.2.9.3** below.

6.2.9.2. Choice of Payment Method. Any Supplier Creditor Collaborators interested in receiving payment of their Unsecured Claims under this **Section 6.2.9** and **subsections** shall always be in compliance with the Payment Conditions set forth **Section 6.2.9.1** above, and shall each sign and send to the Companies Under Reorganization, within 15 (fifteen) days of the Approval Date, in accordance with **Section 12.10** below, the adherence agreement for Supplier Creditor Collaborators contained in **Exhibit 6.2.9.2**, expressly indicating the payment method chosen from those provided in **Section 6.2.9.3** below.

6.2.9.3. The Funds Allocated to Supplier Creditor Collaborators and the Offsetting Amounts will be used to pay the Unsecured Claims of Supplier Creditor Collaborators that are in compliance with the Payment Conditions set forth in **Section 6.2.9.1** above, in accordance with the options provided below, subject to the order of priority set out therein and the limit to the balance of the respective Unsecured Claims reflected on the List of Creditors:

- (i) Priority I: Supplier Creditor Collaborators holding Unsecured Claims in an amount of up to R\$1,000,000.00 (one million *Reais*) will be paid in full, in a single payment, with no haircut and no adjustment for inflation, within 30 (thirty) days of the Confirmation Date ("Priority Option I"). Supplier Creditor Collaborators holding Unsecured Claims above R\$1,000,000.00 (one million *Reais*) may also choose to receive payment of the total amount of R\$1,000,000.00 (one million *Reais*) under this Priority Option I, in which case they shall waive the right to receive payment of the amount by which their Unsecured Claims that exceeds R\$1,000,000.00 (one million *Reais*) and give to the Companies Under Reorganization, at the same time as they take the option, their broadest, strictest, irrevocable and irreversible discharge for having received the full amount of their respective Unsecured Claims.

- (ii) Priority II : After payment of all the Unsecured Claims of the Supplier Creditor Collaborators having opted for the Priority Option I, subject all its terms and conditions, Americanas will allocate the remaining balance of the Funds Allocated to Supplier Creditor Collaborators and

Offsetting Amounts, as applicable, to the payment, on a *pro rata* basis, of Unsecured Claims held by Supplier Creditor Collaborators whose goods individually represent 0.30% (zero point three percent) or more of the total sales volume of Americanas Group for the period from October 1, 2022 to September 30, 2023 ("Priority Option II"). The payment of Priority Option II will be made *pro rata*, in a lump sum, with no haircut and no adjustment for inflation, within 30 (thirty) days of the Confirmation Date.

(iii) Priority III: After payment of all the Unsecured Claims of Supplier Creditor Collaborators having opted for Priority Option I and Priority Option II, subject all of their terms and conditions, Americanas will allocate the remaining balance of the Funds Allocated to Supplier Creditor Collaborators and Offsetting Amounts, as applicable, to the payment, on a *pro rata* basis, of Unsecured Claims held by Supplier Creditor Collaborators that choose Priority Option III or are not paid under either Priority Option I or Priority Option II ("Priority Option III"). The payment of Priority Option III will be made on a *pro rata* basis, in a lump sum, with no haircut and no adjustment for inflation, within 30 (thirty) days of the Confirmation Date.

6.2.9.4. If the Funds Allocated to Supplier Creditor Collaborators, including any Offsetting Amounts, if applicable, are not sufficient to pay in full the Unsecured Claims of the Supplier Creditor Collaborators under Priority Option III, then Americanas will make an additional amount of up to R\$300,000,000.00 (three hundred million *Reais*) ("Additional Amount") available for payment of the Unsecured Claims of the relevant Supplier Creditor Collaborators having remained after payment of Priority Option III, in 60 (sixty) staggered monthly installments, the first of which payments to be made within 60 (sixty) days of the Confirmation Date, it being agreed that the first 48 (forty-eight) installments payable shall be equivalent, in total, to 50% (fifty percent) of the Unsecured Claims of the relevant Supplier Creditor Collaborators having remained after payment of Priority Option III. The balance remaining after payment of the initial 48 (forty-eight) installments will be paid in the last 12 (twelve) installments, until the Additional Amount is depleted.

6.2.9.5. If the Funds Allocated to Supplier Creditor Collaborators, including any Offsetting Amount, if applicable, as well as the Additional, are not sufficient for the full payment of the Unsecured Claims of the Supplier

Creditor Collaborators according to the option chosen by each Supplier Creditor Collaborator and subject to the order of priority provided in **Section 6.2.9.3** above, the remaining balance of the Unsecured Claims of the respective Supplier Creditor Collaborators shall be paid as set forth in **Section 6.2.8**.

6.2.9.6. In the event that a given Creditor Supplier Collaborator fails to meet any of the Payment Conditions set out in **Section 6.2.9.1** above after the payment of all or any of their respective Unsecured Claims, such Supplier Creditor Collaborator will be given no more than 30 (thirty) days after notification of their breach is sent by Americanas to cure the breach in question. If the Supplier Creditor Collaborator fails to cure the breach within the aforementioned period, then such Supplier Creditor Collaborator will be subject, and Americanas may charge at any time, the payment of a non-compensatory penalty to Americanas in an amount equivalent to 50% (fifty percent) of the total amount of the Unsecured Claims received by said Supplier Creditor Collaborator, which may be offset by Americanas with any claims held against such Supplier Creditor Collaborator.

6.2.9.7. Americanas Group will not be required to either order or contract any new products offered by the Supplier Creditor Collaborator and may contract new products strictly according to its operational needs and the best market offers.

6.2.9.8. Subrogation. Subject to the provisions of **Section 6.2.9.8.1** below, in the event that any Person is subrogated, in any capacity and at any time, to the rights of a certain Supplier Creditor Collaborator, such Person will be entitled to the payment of the Unsecured Claims in question on the same terms as applicable to the relevant original Supplier Creditor Collaborator, provided, in any case, that such original Creditor Supplier Collaborator (i) shall stay in compliance with the Payment Conditions set out in **Section 6.2.9.1**, (ii) shall sign and send, in conjunction with such original Supplier Creditor Collaborator, the adherence agreement for Subrogated Pre-Petition Claims – Creditor Supplier Collaborator provided in **Exhibit 6.2.9.8** to the Companies Under Reorganization within 10 (ten) days of the date on which they are subrogated to the rights of a certain Supplier Creditor Collaborator, under **Section 12.10** below (or within 10 (ten) days of the Plan Approval date, if subrogation has occurred before the Plan Approval date), and (iii) shall choose to have their Unsecured Claims paid in accordance with **Section 6.2.9.2**, agreeing to remain in compliance with the Non-Litigation Commitment provided in **Section 11.3**. It hereby agreed that the provisions

of this **Section 6.2.9.8** shall not apply if the Person being subrogated to the rights of a particular Creditor Supplier Collaborator is a financial institution.

6.2.9.8.1. In the event that the original Supplier Creditor Collaborator fails to meet any of the Payment Conditions set out in **Section 6.2.9.1** above after the payment of all or any part of the relevant Unsecured Claims to such Person having been subrogated to their rights, then such Person will be subject to the penalties set forth in **Section 6.2.9.6**.

6.2.10 Technology Supplier Creditors. Considering how important Americanas marketplace and the reinforcement of such digital sales channel are to Americanas Group, Americanas will make the total amount of R\$100,000,000.00 (one hundred million *Reais*) ("Funds Allocated to Technology Supplier Creditors") available for the payment of Unsecured Claims of Technology Supplier Creditors, on a *pro rata* basis, in a single payment, and without adjustment for inflation, within 45 (forty-five) days of the Confirmation Date, subject to the provisions of **Sections 6.2.10.1** and **6.2.10.4** below.

6.2.10.1. Any Technology Supplier Creditors wishing to receive payment of their respective Unsecured Claims as set forth in **Section 6.2.10** above shall, cumulatively, (i) send to Americanas, within 30 (thirty) days of the Confirmation Date, under **Section 12.10** below, the adherence agreement set out in **Exhibit 6.2.10.1**, (ii) grant, immediately upon receipt of its portion of the Funds Allocated to Technology Supplier Creditors, an extension of the payment period to Americanas Group for the time usually practiced applied during the year 2022 or longer, on a continuous basis, for a period minimum of 12 (twelve) months, automatically extendable for an equal period, and (iii) be always in compliance with the Non-Litigation Commitment provided in **Section 11.3**. The granting of such extensions of payment periods under item (ii) of this **Section 6.2.10.1** may be excluded if the relevant Technology Supplier Creditor proves an increase in its credit risk exposure of more than 20% (twenty percent) of the average monthly amounts spent by Americanas in 2023.

6.2.10.2. Any remaining balances of Unsecured Claims held by Technology Supplier Creditors having not been paid out of Funds Allocated to Technology Supplier Creditors after the payment set forth in **Section 6.2.10** above will be paid in accordance with **Section 6.2.8**.

6.2.10.3. In the event that a given Technology Supplier Creditor fails to meet any of the conditions set out in **Section 6.2.10.1** above after the payment of their respective Unsecured Claims, such Technology Supplier Creditor will be given no more than 30 (thirty) days of Americanas' sending of notice of the breach to cure such breach. If the Technology Supplier Creditor fails to cure the breach within the aforementioned period, then such Technology Supplier Creditor will be subject, and Americanas may charge at any time, to the payment of a non-compensatory penalty to Americanas in an amount equivalent to 30% (thirty percent) of the total amount of the Unsecured Claims received, which may be offset by Americanas with any claims held against such Technology Supplier Creditor.

6.2.10.4. Grupo Americanas will not be required to either order or contract any new products or services offered by the Technology Supplier Creditor and may contract new products or services strictly according to its operational needs and the best market offers.

6.2.11. General Payment Method. Except as provided otherwise in this Plan, the general payment method set forth in this **Section 6.2.11** shall apply to (i) Unsecured Claims held by Unsecured Creditors (a) having remained silent and not expressly and timely indicated under this Plan the payment option for their respective Unsecured Claims, except for Stock Options Creditors, which will be paid in accordance with the respective sections, or (b) those having failed, for any reason, by their receipt of full payment of their respective Unsecured Claims restructured under this Plan, to comply with their Non-Litigation Commitment, as provided for Section 11.3, as applicable, (ii) Illiquid Claims, under **Section 6.3**, (iii) Late Claims, under **Section 6.4**, (iv) the Unsecured Claims Increased Portion, under **Section 6.5**, and (v) Reclassified Claims, under **Section 6.6** ("Unsecured Creditors – General Payment Method"), which will be paid as provided below:

(a) Haircut: The remaining balances of Unsecured Claims to be restructured under this **Section 6.2.11** will be reduced by 80% (eighty percent). For all intents and purposes, the haircut set forth in this item (a) will first apply to the interest that is due and payable, and only subsequently to the portion of the principal making up the Unsecured Claims to be restructured and paid under this **Section 6.2.11**.

(b) Payment of Principal: The principal amount of the balance of Unsecured Claims remaining after application of the haircut provided



in item (a) above will be amortized in just one payment (bullet), in the month of January 2044.

(c) Interest/Adjustment for Inflation: (i) If an Unsecured Creditor holds Unsecured Claims in *Reais*, the principal amount of the applicable remaining balance of their Unsecured Claims will, after application of the haircut provided in item (a) above, be adjusted by the TR rate per year from the Plan Approval date to the date of actual payment, or (ii) if an Unsecured Creditor holds Unsecured Claims in *Reais*, there will be no interest paid on the principal amount of the applicable balance of their Unsecured Claims remaining after application of the haircut provided in item (a) above.

(d) Prepayment Option: Americanas will have the option to, at its sole discretion, at any time, so long as Americanas Debentures have been fully paid, pay in advance, in full or in part, any amounts due in accordance with this Section 6.2.11 by paying the present value (or any part thereof) of the principal, after application of the haircut and interest incurred up to the date of exercise of the option, calculated as follows:

Present value = PC x FD

- P = Principal adjusted from the date of Plan Approval to the date of exercise of the option
- N = Number of Business Days between the option exercise date and the maturity date
- PC = Principal adjusted by the TR rate projected from the date of Plan Approval to the date of actual payment, calculated according to the formula below:

$$PC = P \times [(1 + TR)^{(N/252)}]$$

For the purposes of calculating the adjusted principal, the TR to be used will be the last rate as determined and published by the Central Bank of Brazil, on an annual basis, considering a year of 252 (two hundred and fifty-two) Business Days.

- FD = Discount factor calculated according to the formula below:

$$FD = 1 / [(1 + T)^{(N / 252)}]$$

For the purposes of calculating the discount factor, T will correspond to the amount of the last year of projection of the annual Selic rate, as determined and published in the Focus report by the Central Bank of Brazil, multiplied by 128%. For the avoidance of doubt, the Selic rate projection year cannot be later than the maturity year itself.

(e) In the case of prepayment of Unsecured Claims in Dollars under this **Section 6.2.11**, the same percentage discount resulting from the formula in item (d) above will apply to the respective Unsecured Claims on the present value (or any part thereof) of the principal of their Unsecured Claims in Dollars, after application of the discount and interest incurred up to the date of exercise of the option.

6.2.12. Intercompany Claims and Reference Shareholder Claims.

Intercompany Claims and Reference Shareholder Claims will not be allowed to participate in the Reverse Auction and will be settled, after application of an 80% (eighty percent) haircut, in just one payment (*bullet*) in 2044, after the end of payment of Unsecured Claims under **Section 6.2.11**, it being agreed that the Companies Under Reorganization may, at their sole discretion, settle the aforementioned Intercompany Claims and Reference Shareholder Claims by alternative methods of termination and/or payment, including, but not limited to, offsetting in accordance with the Law, provided that, in this case, any and all payments shall be subordinated to the payment of the Americanas Debentures.

6.2.13. Stock Options Creditors. Notwithstanding that they may hold (i) Illiquid Claims, under **Section 6.3** or (ii) Late Claims, under **Section 6.4**, Stock Options Creditors will be paid on the terms set out in this **Section 6.2.13**, as follows:

(a) Haircut: The Unsecured Claims of Stock Options Creditors to be restructured under this **Section 6.2.13** will be decreased by 93% (ninety-three percent).

(b) Payment of Principal: The principal amount of the balance of Unsecured Claims of the Stock Options Creditors remaining after application of the haircut provided in item (a) above will be amortized in just one payment (*bullet*) 30 (thirty) days after the sending by the

relevant Stock Options Creditor of payment information to the Company, under **Section 12.10**, which can only be done after recognition of the relevant Unsecured Claim by a final, unappealable court order or a settlement is achieved by the parties and approved by the Judicial Reorganization Court.

(c) Adjustment for Inflation: The principal amount of the balance of the Stock Options Creditors' Unsecured Claims remaining after application of the haircut provided in item (a) above will be adjusted by the TR rate per year from the Plan Approval date to the date of actual payment.

6.3. Illiquid Claims. Illiquid Claims are fully subject to the terms and conditions of this Plan and the effects of the Judicial Reorganization. Once they have materialized and been recognized by a final, unappealable court ruling or arbitration award rendering them liquid or by a settlement between the parties, Illiquid Claims will be paid as set forth in Section 6.2.11, except in the case of Post-Injunction, Pre-Petition Claims or as may be provided otherwise in this Plan.

6.4. Late Claims. In the event of recognition of Pre-Petition Claims by a final, unappealable court ruling or arbitration award or by settlement between the parties after the date of submission of the Plan to the Judicial Reorganization Court, they will be deemed "Late Claims" and shall be paid according to the classification and criteria set forth in this Plan for the class into which the Late Claims in question will be qualified and included, it being understood that, in the event that the Late Claims involve Unsecured Claims, the payment thereof shall be made as set forth in Section **6.2.11**.

6.5. Change of Claim Amounts. In the event of a change in the amount of any of the Claims already recognized and included on the List of Creditors - Payments by a final, unappealable court ruling or arbitration award, the changed amount of the Claim in question shall be paid according to the terms of this Plan, it being agreed that, if a given Unsecured Claim has been increased relative to the amount reflected on the List of Creditors - Payment, then the increased portion of the Unsecured Claim in question ("Unsecured Claims Increased Portion") shall be paid in accordance with **Section 6.2.11**, unless the Unsecured Claims Increased Portion arises from a settlement or compromise between the Companies Under Reorganization and the relevant Unsecured Creditor, in which case the Unsecured Claims Increased Portion shall be paid according to the Payment Option chosen by such Unsecured Creditor.

6.6. Reclassification of Claims. If any final, unappealable court ruling or arbitration award or any settlement between the parties requires any of the Claims to be reclassified as Unsecured Claims ("Reclassified Claims"), then the Reclassified Claims shall be paid according to the terms and conditions of **Section 6.2.11**.

6.7. Payment Option – Capital Market. Each Financial Creditor holding Capital Market Financial Claims may choose a payment option under **Section 6.2.2, 6.2.4, 6.2.5, 6.2.6** or **6.2.7**, individually and independently, directly or through a representative, notwithstanding that their Claims may have been added to the List of Creditors under the name of the relevant Trustee/Securitization Company. For the sake of clarity, the choice of the payment option provided in this **Section 6.7** will only be binding on the amounts of the Capital Market Financial Claims held by the relevant Financial Creditors, it being understood that if the same Financial Creditor holds other Unsecured Claims, then that Financial Creditor may, at its sole discretion, choose the payment options under **Sections 6.2.2** and **6.2.7** for the remaining portion of their Unsecured Claims, regardless of the option made for the applicable Capital Market Financial Claims in accordance with this **Section 6.7**.

7. FUNDS FOR PAYING CREDITORS

7.1. Sale and Encumbrance of Assets. After the Confirmation Date, as a means of raising funds, Americanas Group *(i)* shall carry out organized processes for the sale of the HNT and Uni.co UPIs, *(ii)* may carry out organized processes for the sales of assets listed in **Exhibit 4.1.4**, whether or not in the form of UPIs, *(iii)* may encumber assets that are part of the property and equipment (non-current) of the Companies Under Reorganization listed in **Exhibit 4.1.4**, except those properties and assets that will make up the HNT Net Assets, the Uni.Co Net Assets, the AME Net Assets and the Digital Net Assets, as set forth in **Sections 7.2.1(i), 7.2.1(ii), 7.2.1(iii)** and **7.2.1(iv)** below, except with regard to the HNT Net Assets, the consummation of transactions in the ordinary course of its business, and the Uni.Co Net Assets, and *(iv)* may proceed to sell or encumber any other Relevant Assets, including for the purposes of guarantees in judicial proceedings, subject to the limitations set forth in the Americanas Debenture Indenture, as well as any Non-Relevant Assets, regardless, in any case, of any new approval from the Pre-Petition Creditors, in accordance with articles 60, 60-A, 66, 140, 141 and 142 of the LRF, as applicable, subject to the other terms and conditions of this Plan, and so long as the regulatory authorizations or limitations or those required under the Bylaws of Americanas or any other Companies Under Reorganization, as applicable, are obtained or observed.

7.1.1. As a means of raising funds, Americanas Group may sell any Relevant Assets not listed in **Exhibit 4.1.4**, subject to the limitations set forth in Americanas Debenture Indenture, *provided that* any requirements or authorizations required under the Bylaws of Americanas or any other Reorganization Companies, as well as any regulatory authorizations that may be necessary, as applicable, shall be observed or obtained, and, for as long as the Judicial Reorganization has been concluded, only if it is approved by the Judicial Reorganization Court.

7.1.2. Americanas Group may also proceed to sell any Non-Relevant Assets, regardless of any new approval from the Judicial Reorganization Court or the Pre-Petition Creditors, *so long as* any requirements or authorizations required under the Bylaws of Americanas or any other Reorganization Companies are observed or obtained, as applicable.

7.1.3. As provided in **Section 4.1.4.3**, for sales of any personal properties or real estate of Americanas Group that not constitute UPIs, including sales of such assets individually or as a block, directly or indirectly, by contributing the same to the capital of some company and selling units or shares issued thereby, the purchaser(s) will not succeed Americanas Group concerning any types of liabilities, under article 141, item II, of the LRF, including environmental, regulatory, administrative, anticorruption and labor liabilities, with the exception for liabilities related to the sold asset itself (*propter rem*), such as, in the case of real estate, IPTU (property tax) and condominium charges.

7.1.4. Without prejudice to the provisions above, Americanas Group may also sell any Relevant Assets, *provided that* any requirements or authorizations required under the Bylaws of Americanas or any other Companies Under Reorganization, and the Americanas Debenture Indenture, as well as any regulatory authorizations, that may be necessary, as applicable, shall be observed or obtained.

7.2. Organization and Sale of UPIs. Without prejudice to the provisions of **Section 7.1** above, and under the authorization to sell assets provided in that section, as a way of enhancing the measures aimed at the economic and financial recovery of the Companies Under Reorganization and facilitating the process of selling assets, the Companies Under Reorganization may incorporate and organize the 4 (four) UPIs set out in **Section 7.2.1** below (jointly, the "Defined UPIs") in order to sell them, whether individually or as blocks, in full or in part, with neither the UPI(s) nor the purchaser(s) succeeding the Companies Under Reorganization in respect of any

debts, contingencies and liabilities of any nature, including fiscal, tax and non-tax, environmental, regulatory, administrative, civil, consumer, commercial, labor, social security, criminal and anticorruption liabilities, according to articles 60, sole paragraph, 141, item II, and 142 of the LRF, and article 133, § 1, item II, of Law No. 5,172/1966.

7.2.1. The 4 (four) Defined UPIs set out in items (i), (ii), (iii) and (iv) below may be incorporated through the conduct and implementation of corporate reorganization transactions that the Companies Under Reorganization deem most efficient and expedient, which UPIs may be organized as specific purpose entities (in each case, an “SPE”), to whose capital the Companies Under Reorganization can transfer the properties and assets listed in **Exhibit 4.1.4** that are applicable. When the Companies Under Reorganization decide to carry out a Bidding Procedure (as defined below) for the sale of each of the UPIs, the Companies Under Reorganization shall indicate in the applicable Bidding Procedure notice to be entered in the Judicial Reorganization records (“Notice”) and opportunely published in the Electronic Official Gazette of the Court of Justice of the State of Rio de Janeiro and in a newspaper of mass circulation the conditions of the respective sale, which will include, but not be limited to, the following rules: (a) deadline for qualification and for carrying out the respective Bidding Process; (b) deadline and conditions for conducting a prior due diligence audit, if applicable; (c) the draft Purchase and Sale Agreement to be signed and any exhibits thereto; (d) the respective methods, the procedures to be used in each bidding process, and the criteria by which to determine the winning bids; and (e) in compliance with the provisions of **Section 7.3** and its **subsections**, the purchaser’s obligation to deposit the Cash Sweep Amount into the M&A Payments Account.

(i) Composition of HNT UPI. The HNT UPI will be composed of the assets, liabilities, obligations and rights set forth in **Exhibit 7.2.1(i)** (“HNT UPI” and “HNT Net Assets”) and will be organized in the form of an SPE to whose share capital the Companies Under Reorganization shall contribute and/or transfer, through corporate and/or contractual transactions, all of the HNT Net Assets (“HNT SPE”). All other assets, liabilities, obligations and rights not transferred by the Companies Under Reorganization to HNT SPE and not described as HNT Assets in **Exhibit 7.2.1(i)** will not form part of the HNT UPI and will not be part of the judicial sale, continuing to be the property and obligation of the Companies Under Reorganization, or of another SPE, if so provided in this Plan.

(ii) Composition of Uni.Co. UPI. The Uni.Co UPI will be composed of the assets, liabilities, obligations and rights set forth in **Exhibit 7.2.1(ii)** (“Uni.Co UPI” and “Uni.Co Net Assets”) and may be organized in the form of an SPE to whose share capital the Companies Under Reorganization shall contribute and/or transfer, through corporate and/or contractual transactions, all of the Uni.Co Net Assets (“Uni.Co SPE”). All other assets, liabilities, obligations and rights not described as Uni.Co Assets in **Exhibit 7.2.1(ii)** will not be part of the Uni.Co UPI and will not be part of the judicial sale, remaining the property and obligation of the Companies Under Reorganization, or another SPE, if so provided in this Plan.

(iii) Composition of AME UPI. The AME UPI will be composed of the assets, liabilities, obligations and rights set forth in **Exhibit 7.2.1(iii)** (“AME UPI” and “AME Net Assets”) and may be organized in the form of an SPE to whose share capital the Companies Under Reorganization can contribute and/or transfer, through corporate and/or contractual transactions, all of the AME Net Assets (“AME SPE”). All other assets, liabilities, obligations and rights not described as AME Assets in **Exhibit 7.2.1(iii)** will not be part of the AME UPI and will not be part of the judicial sale, remaining the property and obligation of the Companies Under Reorganization, or another SPE, if so provided in this Plan.

(iv) Composition of Digital UPI. The Digital UPI will be composed of the assets, liabilities, obligations and rights set forth in **Exhibit 7.2.1(iv)** (“Digital UPI” and “Digital Net Assets”) and may be organized in the form of an SPE to whose share capital the Companies Under Reorganization can contribute and/or transfer, through corporate and/or contractual transactions, all of the Digital Net Assets (“SPE Digital”). All other assets, liabilities, obligations and rights not described as Digital Assets in **Exhibit 7.2.1(iv)** will not form part of the Digital UPI and will not be part of the judicial sale, remaining the property and obligation of the Companies Under Reorganization, or another SPE, if so provided in this Plan.

7.2.1.1 Transfer of Net Assets of Defined UPIs and Operation of SPEs.

The Companies Under Reorganization will contribute and transfer the Net Assets of the Defined UPIs to the relevant Defined UPIs in the manner and

by the execution date of the applicable purchase and sale agreements or such later date as shall be set in the applicable purchase and sale agreements, as appropriate, so that the SPEs can, if and when incorporated, operate their respective Defined UPI's Net Assets independently and with the necessary authorizations.

7.2.2. Sale of Defined UPIs. Without prejudice to other terms and conditions set out in the applicable Notice, and in compliance with the provisions of the following sections, as well as articles 60 and 142 of the LRF, the Defined UPIs, if incorporated, will be judicially sold, in full or in part, through a bidding process among potential interested parties, using sealed bid, as authorized by article 142, item V, of the LRF, after the relevant auction purchase agreement is drawn up and signed by the parties concerned and the shares issued by each Defined UPI SPE are transferred, with neither the UPI(s) nor the respective purchaser(s) succeeding the Companies Under Reorganization in respect of any debts, contingencies and liabilities of any nature, including fiscal, tax and non-tax, environmental, regulatory, administrative, civil, commercial, consumer, labor, criminal, anticorruption and social security liabilities, in accordance with articles 60, sole paragraph, 141, item II, and 142 of the LRF, and article 133, § 1, item II, of Law No. 5,172/1966 ("Bidding Procedure"). The Bidding Procedure for the sale of each Defined UPI shall comply with all the terms and conditions contained in this Plan, the applicable laws and regulations and the respective Notice, with the Companies Under Reorganization being authorized to request the Judicial Reorganization Court for the auction purchase agreement to be drawn up after the conclusion of a certain Bidding Procedure provide that its effectiveness is conditional on the actual fulfillment of the conditions precedent set out in the purchase and sale agreement applicable to the relevant Defined UPI.

7.2.2.1. Exemption from Judicial Assessment. The Companies Under Reorganization, acting with transparency and in good faith, considering the peculiarities and unique characteristics of the assets forming the Defined UPIs, and with a view to expediting the procedures required for implementing the sale of the Defined UPIs and reducing costs of the procedure, without prejudice to the provisions of this Plan, waive the judicial valuation to be conducted in the Bidding Procedures for the sale of Defined UPIs, to which the Creditors hereby agree upon approval of this Plan. Subject solely and exclusively to the Plan Approval, the Creditors and the Companies Under Reorganization hereby waive any claims, defenses and/or prerogatives exclusively as they may relate to the

absence of judicial valuation in the Bidding Procedures provided for herein.

7.2.2.2. Prior Due Diligence. The Companies Under Reorganization shall, as part of each Bidding Procedure, (i) give to those interested in participating in the Bidding Procedure, upon the signing of a confidentiality agreement and any other documents or implementation of any measures aimed at preserving the interests of the Companies Under Reorganization, and compliance with the applicable legal requirements, including those applicable to competition, access to documents and information related to the respective Defined UPI and the assets, obligations and rights comprised thereby for the conduct of a legal, financial and accounting audit and independent assessment of said documents and information by interested parties ("Audit"), (ii) provide a team responsible for answering questions asked by interested parties about the assets, obligations and rights making up the relevant Defined UPI, (iii) provide interested parties with reasonable access to the assets and liabilities transferred or to be transferred to each Defined UPI, and (iv) take all other necessary and appropriate measures to regularly carry out the Bidding Procedure. The deadlines and conditions for conducting the Audit of each Defined UPI will be as set out in the corresponding Notice.

7.2.2.3. Minimum Qualification Requirements. Those interested in participating in the Bidding Procedures shall express their interest within 7 (seven) Business Days of the publication of the respective Notice, which period may be extended at the sole discretion of the Companies Under Reorganization and subsequently communicated to all interested parties, by giving a qualification notice to Americanas Group, according to the terms of this Plan and the relevant Notice, with a copy for the Trustees and one filed with the Judicial Reorganization Court, always within the same period as stipulated herein ("Qualification"). Without prejudice to the financial criteria and other documents and conditions that may be required to be provided in each Notice under this Plan, each party interested in participating in any Bidding Procedure shall demonstrate through their Qualification notification that they meet the following minimum qualification requirements ("Minimum Qualification Requirements"), under penalty of the interested party in question having their Qualification notice disregarded by Americanas Group:

- (i) the interested party shall indicate the Bidding Procedure in which they wish to participate, as well as the Defined UPI for which they intend to submit a bid;
- (ii) the interested party must submit a bid to acquire Relevant Assets from the UPI exclusively in cash, in local currency, and with payment by the method and time stipulated in the draft of the respective purchase and sale agreement, subject to compliance with the provisions of **Section 7.2.1(e)**;
- (iii) the interested party shall provide proof of existence and goods standing, duly issued by the agencies responsible for registering the incorporation of the interested party;
- (iv) for legal entities, the interested party shall submit a copy of their articles of incorporation or bylaws and, for corporations, a copy of the corporate books naming the individuals or legal entities holding their shares, or, for publicly-held companies, an up-to-date shareholding statement;
- (v) the interested party shall submit a bank reference statement from at least 2 (two) first-class financial institutions attesting to their economic, financial and equity capacity to participate in the respective Bidding Procedure;
- (vi) the interested party shall provide proof that they have the availability of enough funds or means to cover the payment of the minimum price of the applicable Defined UPI to be set by Americanas Group, and such proof can be provided, for example, by submitting an irrevocable letter of credit from a financial institution registered with the Central Bank of Brazil; and
- (vii) the interested party shall expressly agree with the terms and conditions of this Plan and the applicable Notice, without any qualifications.

7.2.2.4. Binding Proposals. Americanas Group shall, whether directly or through its financial advisors, prior to publishing a Notice and/or carrying out the corresponding Bidding Procedure, search for and/or interact with parties potentially interested in acquiring a certain Defined UPI with the

aim of receiving one or more binding, irrevocable and irreversible proposals for the acquisition of said Defined UPI, which may be used by Americanas Group as a basis for setting the corresponding minimum price (in each case, a “Binding Proposal”). The Binding Proposals received and accepted by Americanas Group shall be made available within the scope of the respective Notices at the start of the corresponding Bidding Procedure. Any interested party who meets all the Minimum Qualification Requirements and whose Binding Proposal has been formally accepted by Americanas Group under this Plan may, within the scope of the relevant Bidding Procedure, (i) be released from complying with the formalities related to with the confirmation that they have met the Minimum Qualification Requirements. (ii) be released from the obligation to submit a sealed bid for the acquisition of the Relevant Assets UPI subject to its Binding Proposal, and (iii) receive from Americanas Group the right to top the bid in the highest amount above the minimum price that may be submitted during the Bidding Procedure in question if it is found, after the sealed bids are opened, that the Binding Proposal submitted by the interested party does not represent the bid with the highest purchase price for the Defined UPI subject to the Bidding Procedure (“Right of Last Offer”).

7.2.2.5. Winning Bid. The outcome of each Bidding Procedure will be determined independently. The bid to be considered the winner in each Bidding Procedure will be the one that offers the highest purchase price for the Defined UPI subject to the Bidding Procedure in question, provided, where applicable, that it shall be above the applicable minimum price to be set by Americanas Groups, subject any Right of Last Offer that may be granted to any interested party whose Binding Proposal has been formally accepted by Americanas Group (in each case, a “Winning Bid”).

7.2.2.6. Purchase and Sale Agreement. The bidder with a Winning Bid shall enter into a purchase and sale agreement with Americanas Group for the purchase of shares in the SPE related to the Defined UPI acquired thereby in the relevant Bidding Procedure, on terms usually adopted for transactions of this nature. Each purchase and sale agreement shall be concluded substantially in the form of the draft provided in the Notice concerning the relevant Defined UPI.

7.2.2.7. No Succession. The Defined UPIs will be sold free and clear of any liens or encumbrances, with no purchaser of any of the UPIs becoming

successors to the Companies Under Reorganization concerning any debts and/or liabilities of the Companies Under Reorganization, including, but not limited to, fiscal, tax and non-tax, regulatory, administrative, civil, commercial, environmental, labor, criminal, an anticorruption liabilities, liabilities arising under Law No. 12,846/2013, and social security liabilities, in accordance with articles 60, sole paragraph, 141, item II, and 142 of the LRF, and article 133, § 1, item II, of Law No. 5,172/1966.

7.2.2.8. Preservation of UPI Sales. In any event, preservation is ensured, under articles 74 and 131 of the LRF, for any and all sale transactions related to the sale of the Defined UPIs, *so long as* they are carried out in accordance with the provisions of this Plan.

7.2.2.9. Failure to Sell UPIs. If, in respect of a certain Defined UPI, after the first Bidding Procedure has been carried out, *(i)* no bid has been submitted for the acquisition of the Defined UPI before or during the respective Bidding Procedure, *(ii)* no bid submitted for the acquisition of the Defined UPI has been declared a Winning Bid in the applicable Bidding Procedure, or *(iii)* after a Winning Bid is declared, the applicable purchase and sale agreement is not concluded for any reason, in accordance with Section 7.2.2.6, or the transfer of the respective Defined UPI to the bidder having submitted the Winning Bid is not completed, then the Companies Under Reorganization may, at their sole discretion, carry out one or more additional Bidding Procedures for the sale of such Defined UPI by the end of the Judicial Reorganization, by any method provided for in article 142 of the LRF, including by electronic auction, *provided that* all other terms and conditions contained in this Plan and the applicable Notice shall be observed.

7.3. Cash Sweep. Subject to the provisions of **Section 7.3.5** below, the Companies Under Reorganization will, except in the case contemplated in item *(iv)* below, allocate to the trustee of Americanas Debentures within 3 (three) Business Days of the receipt of the relevant funds: *(i)* the entire Restructuring Capital Increase Excess Amount, as provided in **Section 5.1.5.1**; *(ii)* the entire Excess Repurchase Funds; *(iii)* any balance of Funds Allocated to Repurchase, as set forth in **Section 6.2.6.7**; and *(iv)* according to the terms and conditions of **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 any part of the Defined UPIs, including the remuneration of any funds deposited in the M&A Payments Account, in an amount, in any case, equivalent to at least the amounts deposited by the purchaser into the M&A Payments Account (the amounts

indicated in item (iv) being referred to as “Cash Sweep Amount”), in the amount necessary for the early redemption of all or the extraordinary amortization of the Americanas Debentures issued and outstanding, subject, in any case, to (a) the priority for early redemption or extraordinary amortization, on a *pro rata* basis, of the Americanas Debentures of the Priority Series in *Reais* and the Priority Series in Dollars, as provided 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 *Reais* and the Simple Series in Dollars, as provided in **Sections 6.2.6.3.1(h)** and **6.2.6.3.3(h)**, and (b) the limit to the total value of the Americanas Debentures. For the sake of clarity, (a) the amounts set forth in items (i), (ii) and (iii) of this **Section 7.3** shall always be used with priority over the funds related to the Cash Sweep Amount, and (b) any amounts set forth in items (i), (ii) and (iii) of this **Section 7.3** that are not transferred to the trustee due to the limit of the total value 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 Net Revenues from Liquidity Events received by Americanas Group for the sale of one or more assets is equal to R\$1,000,000,000.00 (one billion *Reais*) or less, then such funds will become part of the Cash Sweep Amount and will be deposited by the purchaser of the relevant Defined UPI on behalf of Americanas Group into the M&A Payments Account for allocation in accordance with **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 Net Revenues from Liquidity Events received by Americanas Group for the sale of one or more assets is higher than R\$1,000,000,000.00 (one billion *Reais*) and equal to R\$2,000,000,000.00 (two billion of *Reais*) or less, the funds available, up to R\$1,000,000,000.00 (one billion *Reais*), will become part of the Cash Sweep Amount and will be deposited by the purchaser of the respective Defined UPI, on behalf of Americanas Group, into the M&A Payments Account for allocation under **Section 7.3** above, it being understood that the excess amount of Net Revenue from Liquidity Events up to the amount of R\$2,000,000,000.00 (two billion *Reais*) will not become part of the Cash Sweep Amount and, therefore, will be deposited by the purchaser of the respective Defined UPI into the account of the Companies Under Reorganization and may be used for investments in their activities, at their sole discretion.

7.3.3. Net Revenue from Liquidity Events above R\$2,000,000,000.00. If the sum of Net Revenues from Liquidity Events received by Americanas Group for the sale of one or more assets is higher than R\$2,000,000,000.00 (two billion *Reais*), then (i) the funds available, up to R\$1,000,000,000.00 (one billion *Reais*), will become part of Cash Sweep Amount and will be deposited by the purchaser of the respective Defined UPI, on behalf of the Americanas Group, into the M&A Payments Account for allocation in accordance with **Section 7.3** above, (ii) the funds by which R\$1,000,000,000.00 (one billion *Reais*) is exceeded, up to the limit of R\$2,000,000,000.00 (two billion *Reais*), will not become part of the Cash Sweep Amount and, therefore, will be deposited by the purchaser of the respective Defined UPI into the account of the Companies Under Reorganization and may be used for investments in their activities, at their sole discretion, and (iii) the amount by which Net Revenue from Liquidity Events exceeds R\$2,000,000,000.00 (two billion *Reais*) will become part of the Cash Sweep Amount and will be deposited by the purchaser of the respective Defined UPI, on behalf and order of Americanas Group, into the M&A Payments Account for allocation in accordance with **Section 7.3** above, subject, in any case, to the limit of the total value of the Americanas Debentures.

7.3.4. In the event that there is any balance of the Cash Sweep Amount in the M&A Payments Account remaining after the allocations to the early redemption of the entire amount or the extraordinary amortization of the Americanas Debentures issued and outstanding, as set forth in **Sections 7.3.1, 7.3.2 and 7.3.3** above, such amount shall be deposited by the trustee of the Americanas Debentures into the account of the Companies Under Reorganization within 3 (three) Business Days of the respective allocations, and may be used by the Companies Under Reorganization, at their sole discretion, for investments in their activities.

7.3.5. No less 5 (five) Business Days prior to the closing date of the sale of a Defined UPI (or the date of any other payment by the buyer involving Net Revenue from Liquidity Events), the Companies Under Reorganization shall notify the trustee of the Americanas Debentures, indicating (i) the total amount to be paid by the buyer, (ii) the total sum of the respective M&A Cost Amounts, to be submitted together with the corresponding receipts or, for taxes, the calculation method, (iii) the M&A Price Adjustment Amounts, and (iv) the balance to be deposited by the purchaser into the M&A Payments Account. The funds related to the Cash Sweep Amount deposited by the purchaser of the respective UPI Defined into the M&A Payments Account will be transferred by the trustee of the Americanas Debentures to the holders of the Americanas

Debentures within 10 (ten) days of the closing date of the relevant UPI sale transaction, subject to the terms and conditions of the Debenture Indenture, it being agreed that the respective Notices for the sale of the Defined UPIs shall expressly stipulate, 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 Defined UPI sale transaction, Americanas Group is found to be is entitled to receive any M&A Price Adjustment Amount and/or Additional M&A Amount and Americanas Debentures have not yet been fully paid, then such amount shall be deposited by the purchaser of the respective Defined UPI into the M&A Payments Account or the account of the Companies Under Reorganization, as applicable, under **Sections 7.3.1, 7.3.2 and 7.3.3** above, within 10 (ten) days of the date when such event is ascertained, it being understood that, if the Americanas Debentures have already been fully paid, then said amount shall be deposited in full into the account of the Companies Under Reorganization, also within 10 (ten) days of the date of said event being ascertained.

7.3.6. Obligations of the trustee. The Pre-Petition Creditors acknowledge and agree that Americanas Group will not, under any circumstances, be held responsible for failure to comply with any obligations of the trustee set forth in this Section 7.3, it being understood that any failure by the trustee to comply with their obligations will not result in a breach of this Plan and will not be interpreted as having and will not have any effects and consequences of breach of the Plan.

7.4. Additional Capital Increases. In addition to the Restructuring Capital Increase, Americanas Group may also perform, if necessary and with no need for the previous consent the Pre-Petition Creditors at the General Meeting of Creditors, new capital increases through public or private subscription, as well as Authorized Capital Increases, it being agreed that (i) the funds raised by the Companies Under Reorganization through said capital increases will not be post-petition in nature for the purposes of the provisions of the LRF, as they do not represent payment obligations, (ii) in the event of a capital increase by Americanas not contemplated in this Plan while Americanas is listed on the Novo Mercado segment of B3, the issue price of the shares will be calculated and set by the Companies Under Reorganization in due course, according to the parameters, terms and conditions of the Brazilian Corporation Law, including the provisions of article 170 of the Corporation Law, and (iii) in the event of a capital increase by Americanas not contemplated in this Plan, without Americanas being listed in the Novo Mercado segment of B3, the approval of the parameters, terms and conditions of the relevant capital increase, including the

issue price of new shares, shall be consistent with the provisions of the Americanas Debenture Indenture.

7.4.1. Capital Increases by Subsidiaries. Americanas Group may also, if necessary and with no need for the previous consent of the Pre-Petition Creditors at the General Meeting Creditors, (i) approve, subscribe and pay in capital increases by its subsidiaries, and/or (ii) take out intercompany loans for the transfer of funds, according to the terms and limits of **Exhibit 7.4.1**.

7.4.1.1. Without prejudice to the provisions of **Section 7.4.1** above, Americanas Group may also approve, subscribe and pay in capital increases by other subsidiaries for the purpose of keeping up cash and enabling operations in the ordinary course of business, it being understood that, in such cases, the amounts to be contributed to its subsidiaries in the context of such capital increases will be limited to the annual amount of R\$72,000,000.00 (seventy-two million *Reais*) on an aggregated basis.

7.5. Additional Financing Methods. In addition to the 2nd DIP Financing and the Restructuring Capital Increase, Americanas Group will also be able to seek new funds, if necessary, during the Judicial Reorganization, without the need for from the previous consent of the Pre-Petition Creditors at the General Meeting of Creditors, through: (i) the implementation of possible capital increases via public or private subscription, including the capital increases contemplated in this Plan and Authorized Capital Increases, but subject to the provisions of **Section 7.4**, and (ii) contracting new credit facilities, financing of any nature or other forms of funding in attractive conditions to enable the capitalization of the funds necessary to carry out the activities of Americanas Group, including in the capital market, which may be accomplished, among other methods, by a public or private issue of shares or new debt instruments, including secured debts, subject to the limitations set forth in the Americanas Debenture Indenture. Any new funds raised in the capital market will be post-petition in nature for the purposes of the provisions of the LRF, except as provided otherwise in the contractual instruments and except with regard to any capital increases, as they do not represent payment obligations.

8. CORPORATE REORGANIZATION AND CORPORATE GOVERNANCE

8.1 Corporate reorganization. The Companies Under Reorganization may carry out corporate reorganization transactions, such as spin-offs, consolidations, mergers involving one or more companies, transformation, dissolution or liquidation among

the Companies Under Reorganization themselves and/or any of their Affiliates, always aiming to obtain a more efficient and appropriate structure for the implementation of the proposals set out in this Plan, the continuity of their business, the implementation of their strategic business plan and the incorporation and organization of UPIs for subsequent sale by the Companies Under Reorganization, or any other corporate reorganization that may be opportunely determined by the Companies Under Reorganization, under article 50 of the LRF, including in order to admit new shareholders and/or new investors, provided that any requirements, authorizations or limitations set forth in the Bylaws of Americanas or any other Companies Under Reorganization, as applicable, shall be observed or obtained. With the exception of the corporate reorganizations listed in **Exhibit 4.1.6** and those necessary for the incorporation and organization of UPIs for subsequent sale by the Companies Under Reorganization, which may be carried out independently of ant new approval by the Pre-Petition Creditors, the other corporate reorganizations will require the approval of the Pre-Petition Creditors, gathered in a Meeting of Creditors, in accordance with **Section 10**.

8.2 Corporate Governance. In the conduct of its business, the management of Americanas Group shall observe best practices in corporate governance, as well as all of the terms, conditions and limitations of this Plan and any other instruments related to the Judicial Reorganization. Americanas Group's bylaws shall be updated whenever necessary to observe the best practices governance provided by Law, proposed by the Brazilian Institute of Corporate Governance or by the stock exchanges on which the securities issued by Americanas Group are traded or otherwise resulting from CVM recommendations.

8.2.1 Board of Directors. In order to ensure the actual fulfillment of the corporate purpose of Americanas Group and implementation of the measures set forth in this Plan and subject to applicable regulatory approvals, as of the Confirmation Date, the Company will have a Board of Directors consisting of 7 (seven) members in total. Americanas shall call a New Board AGE within 10 (ten) days of the Closing Date – Restructuring Option II for resolution on the election of the New Board of Directors, in compliance with the provisions of the Corporation Law, which will consist of the incumbent members identified in Exhibit II to the Plan Support Agreement, as amended from time to time (“New Board of Directors”). The New Board of Directors will serve for a term of 2 (two) years from its investiture, with reappointment for an equal period allowed, in compliance with the provisions of the Corporation Law.

9. TERMINATION OF THE PLAN

9.1. Termination Conditions. The conditions subsequent to the Plan, i.e. the occurrence of which will result in the automatic termination of this Plan and its stipulations, with the resulting retention and/or full reinstatement of the Creditors' rights and guarantees under the conditions originally agreed upon, as if this Plan had not been approved, under this **Section 9.1**:

- (i) Judicial Confirmation of the Plan not provided within 40 (forty) days of the Plan Approval, subject to the suspension of that period during the court recess and holidays period from December 20, 2023 to and including January 20, 2024.
- (ii) The grant of a stay in any appeal filed against the Judicial Confirmation of the Plan that is not reversed within 45 (forty-five) Business Days of the entry of the relevant order.
- (iii) Failure to contract and effectively receive the 2nd DIP Financing within 30 (thirty) days of the Confirmation Date.
- (iv) Stay of execution, total or partial voidance or annulment of **Sections 5.1, 6.2.2, 6.2.6, 6.2.7 and 11.3** (including their **subsections**) of the Plan until occurrence of the Closing Date – Restructuring Option II.
- (v) Failure to (i) conclude the Restructuring Capital Increase, (ii) issue the Americanas Debentures, (iii) make payments arising from the Reverse Auction, if applicable, and (iv) make the Repurchase of Unsecured Claims, if applicable, by the Closing Date – Restructuring Option II.

9.2. Waiver of Termination Conditions. The Unsecured Creditors may, through adherence agreements or by resolution within the scope of a Meeting of Creditors called for this purpose, approve a waiver of or change to all or any part of the Termination Conditions set forth in **Section 9.1** above, it being understood that that in the case of a stay or total or partial voidance of **Section 11.3** under **Section 9.1(iv)** above, the effectiveness of the waiver of or change to all or any part of the Termination Conditions will be subject to the express consent of the Companies Under Reorganization.

9.3. Plan Termination. If the Plan is terminated, it will be incumbent upon the General Meeting of Creditors to decide (i) on the approval of or any changes to the Plan that may be proposed by the Companies Under Reorganization, (ii) for the

submission of any alternative judicial reorganization plan to be submitted by the creditors if a given Plan (or amendment to such Plan) proposed by the Companies Under Reorganization is not approved at the General Meeting of Creditors, in accordance with article 56, § 4, of the LRF, or (iii) for the bankruptcy of the Companies Under Reorganization being decreed by the Reorganization Court.

9.4. Breach of the Plan. Any acceleration of the Americanas Debentures, as set forth in the Americanas Debenture Indenture, during the judicial supervision period set forth in article 61, head provision, of the LFR, will be deemed a breach of this Plan by the Companies Under Reorganization for all legal intents and purposes. Any breach of this Plan under this **Section 9.4** will not affect the validity, soundness, effectiveness, irrevocability and irreversibility or legal effects of all actions carried out within the scope of the Judicial Reorganization, including and particularly payments already made under this Plan, sales of assets, and the Releases and Waivers applicable to the Exempt Parties.

9.5. Amendment to the Plan. If it is resolved that any change or amendment be made to the Plan (i) before the Closing Date – Restructuring Option II, the amounts of the claims to be computed for voting purposes under article 45 of the LRF will be those indicated on the List of Creditors, and (ii) after the Closing Date – Restructuring Option II, the amounts of claims to be computed for voting purposes, under article 45 of the LRF, will be subject to the provisions of **Section 10.4** below.

10. MEETING OF CREDITORS

10.1. Unsecured Creditors may resolve at a Meeting of Creditors, when called under this Plan, on any change or amendment to and/or exemption from deadlines, obligations and Termination Conditions stipulated in this Plan as applicable to Companies Under Reorganization, so long as it does not result in any change in material conditions of the Plan or in the imposition of any new obligation not contemplated in this Plan.

10.1.1. Replacement of Creditor Meeting. The resolutions of the Meeting of Creditors may be replaced by the submission of the terms of the resolution, with the same effects, containing: (i) if the Meeting of Creditors takes place by the Closing Date - Restructuring Option II, by the signatures (or adherence agreement) of the Pre-Petition Creditors representing more than half of the value of the Pre-Petition Claims reflected on the List of Creditors, and (ii) if the Meeting of Creditors takes place after the Closing Date - Restructuring Option

II, by the signatures (or adherence agreement) of the Unsecured Creditors representing more than half of the then existing Unsecured Claims.

10.1.2. Call. The Meeting of Creditors will be virtual or hybrid and shall be called by the Companies Under Reorganization, on their own initiative, or at the request of Unsecured Creditors representing at least 25% (twenty-five percent) of the Unsecured Claims through the publication of the call notice on its website <https://ri.americanas.io/recuperacao-judicial/>, without prejudice to sending emails to Unsecured Creditors, according to the email addresses provided to in the Companies Under Reorganization in accordance with this Plan. The call will be made at least 5 (five) calendar days in advance of the date of the meeting, and 2 (two) calendar days in advance for the second call. The call shall contain the date, time, place and agenda.

10.1.2.1. Meetings of Creditors may be held virtually through digital platforms such as clickmeeting, Teams, and Zoom, among others, and the right to take the floor and vote shall be ensured for all Unsecured Creditors attending the respective Meeting of Creditors, with full application, *mutatis mutandis*, of the rules for the Meeting of Creditors set forth in this **Section 10.1 and subsections**.

10.2. Meeting Quorum. The Meeting of Creditors will be held: (1) on first call (i) if the Meeting of Creditors takes place by the Closing Date – Restructuring Option II of the Plan, with the presence of Pre-Petition Creditors holding more than 50% (fifty percent) of the total value of Pre-Petition Claims reflected on the List of Creditors or their respective attorneys indicated under Section 10.2.1 below, and (ii) if the Meeting of Creditors takes place after the Closing Date – Restructuring Option II, with the presence of Unsecured Creditors holding more than 50% (fifty percent) of the then existing Unsecured Claims; or (2) on second call, with no minimum quorum required. The Meeting of Creditors will be chaired and have the secretary seat taken by Persons elected by Unsecured Creditors holding more than 50% (fifty percent) of the Unsecured Claims of all Unsecured Creditors attending the Meeting of Creditors.

10.2.1. Representation of Creditors. No later than 2 (two) days before the scheduled date for holding a given Meeting of Creditors, the Creditors shall send notice to Americanas Group, in accordance with **Section 12.10** of the Plan, to indicate any attorney(s) appointed to represent them at any Meetings of Creditors that may be called under the Plan, providing the following information: (i) complete identification; (ii) telephone; (iii) email address; and (iv) street address.

10.3. Attendance. Until the Plan Confirmation Date, any Pre-Petition Creditor or any attorney appointed and indicated to the Companies Under Reorganization under Section 10.2.1 above are allowed to attend. After the Plan Confirmation Date, attendance by any Unsecured Creditor or any attorney appointed and indicated to the Companies Under Reorganization under Section 10.2.1 above is allowed.

10.4. Approval Quorum. Any resolutions at the Meeting of Creditors will be taken by the Creditors who together represent a simple majority of the Claims present, i.e. more than 50% (fifty percent) of the total value of the Claims present at the Meeting of Creditors, as per Section 10.2 above.

10.5. Minutes. The minutes will be taken by the Trustees, or their representative or attorney, and shall be entered, within 48 (forty-eight) hours of the Meeting of Creditors, in the Judicial Reorganization records, as applicable.

10.6. The rules set forth in the LRF for convening and making resolutions at GMCs will apply to the Meeting of Creditors, by analogy, in matters that are not expressly contemplated in this Section 10.

11. EFFECTS OF THE PLAN

11.1. Binding Effect of the Plan. The provisions of the Plan are binding on Americanas Group and its Pre-Petition Creditors, and their respective assignees and successors, upon Judicial Confirmation of the Plan. Americanas Group agrees to take any measures reasonably necessary to ensure full and timely compliance with this Plan and the obligations set forth in the Plan Support Agreement.

11.2. Novation. Subject to the Condition Subsequent to this Plan, under Section 9.1 above, with the Judicial Confirmation of the Plan, the Plan will entail the novation of the Pre-Petition Claims, in accordance with the provisions of article 59 of the LRF, which will be paid under this Plan. By virtue of the novation resulting from the Judicial Confirmation of the Plan, all terms, conditions, covenants, financial ratios, acceleration events, and restrictions, among other provisions, and all obligations and guarantees of any nature related to the Pre-Petition Claims contracted and/or provided by the Companies Under Reorganization will be terminated and will no longer be applicable to the Companies Under Reorganization, as they shall be fully replaced (except as and when provided otherwise in this Plan) by the provisions of this Plan. Therefore, the novation resulting from the Judicial Confirmation of the Plan will the termination and resulting cancellation and/or annulment, as appropriate, of

any and all financial obligations subject to the Judicial Reorganization arising from bonds and securities, financial contracts and any other financial instrument paid under this Plan.

11.3. Non-Litigation, Release and Waiver Commitment. In consideration and as an essential and indispensable condition to the commitments assumed by the Exempt Parties to enable the implementation and execution of this Plan (including, but not limited to, the obligations to subscribe for the Restructuring Capital Increase and contribute funds to the Company under the DIP Financing), as well as in consideration of the concessions proposed by Americanas Groups and Exempt Creditors within the scope of the Proceedings, all aiming to enable the implementation and execution of this Plan, the Exempt Parties mutually agree, by and under this Plan, severally and not jointly, on an irrevocable and irreversible basis, except as provided in **Section 9**, subject to the Exclusions of the Non-Litigation Commitment, Release and Waiver Commitment, to (i) suspend or cause the stay of (notwithstanding that the stay may lead to judgment without prejudice) all ongoing Proceedings among the Exempt Parties from the Plan Approval (unless such commitment has been made at a previous time) and until the occurrence of each Release Event applicable to each Exempt Party or until Termination of the Plan, pursuant to **Section 9**, and refrain from filing any new Proceedings against any Exempt Party ("Proceeding Stay Period"), and (ii) grant the releases and waivers as set forth in **Section 11.3.5** below, directly, immediately and automatically, upon occurrence of each Release Event, *ipso facto*, with no additional actions required (except, in the cases of Exempt Managers, Reference Shareholders and/or their respective Affiliates, AR Shareholders and/or their respective Affiliates, as long as they have individually and expressly adhered to and signed the respective Non-Litigation, Release and Waiver Commitment Agreement, until the Non-Litigation, Release and Waiver Commitment Agreement Execution Deadline), without prejudice to the provisions of **Section 11.3.8** below ("Non-Litigation, Release and Waiver Commitment").

11.3.1. The obligations set out in **Section 11.3** and its **subsections** are deemed irrevocably and irreversibly assumed, except for the provisions of **Section 9** and the Exclusions of the Non-Litigation, Release and Waiver Commitment, (a) by the Companies Under Reorganization and their Affiliates, by the Reference Shareholders and their Affiliates, by the AR Shareholders and their Affiliates and by the Exempt Creditors signatories to the Plan Support Agreement, exclusively before the signatories or adherents to the Plan Support Agreement, from the respective signing of or adherence to the Plan Support Agreement, as applicable, (b) by the Companies Under Reorganization and their Affiliates, in

relation to the other Exempt Parties, at the time they become an Exempt Party under this Plan, (c) by the Exempt Managers, by the Reference Shareholders and their Affiliates, and by the AR Shareholders and their Affiliates, in relation to the other Exempt Parties, upon the signing of the respective Non-Litigation, Release and Waiver Commitment Agreements, and (d) by Exempt Creditors that are not signatories or adherent to the Plan Support Agreement, at the time (d.1) of Qualification of the Unsecured Creditor to Participate in Reverse Auction as provided in **Section 6.2.2.4**, or, in the case of non-participation by the Unsecured Creditor in the Reverse Auction, (d.2) upon the signing of the adherence agreements provided in **Exhibits 6.2.3, 6.2.4.1, 6.2.6, 6.2.7.1, 6.2.8, 6.2.9.2 and 6.2.10.1**, subject, in any case, to the mutual, several and not joint nature of the obligations assumed by the Exempt Parties. For the sake of clarity, any breach of the obligations assumed in the Non-Litigation, Release and Waiver Commitment by any of the Exempt Parties does not hamper the other Exempt Parties, which will remain restrained and bound by the relevant Non-Litigation, Release and Waiver Commitment, except in relation any Exempt Party breached or defaulted on its obligations.

11.3.2. The Exempt Parties agree and stipulate, based on the provisions of article 6, item I, of the LRF, that during the Proceeding Stay Period there will be a suspension of the statute of limitations on the respective rights of the Exempt Parties.

11.3.3. Exclusions from the Non-Litigation Commitment, Discharge and Waiver. The Non-Litigation, Release and Waiver Commitment excludes and does not cover ("Exclusions from the Non-Litigation, Release and Waiver Commitment") any: (a) Claims not directly or indirectly related to the acts, facts and circumstances disclosed in the Material Fact notices filed by an Exempt Party against another Exempt Party, for any purposes, so long as such Proceedings are not related to Claims restructured or subject to restructuring in accordance with this Plan, which, for the sake of clarity, are included in the Non-Litigation Commitment; (b) Claims filed against any Affiliate of the Companies Under Reorganization that is not a Company Under Reorganization, notwithstanding that any of the Companies Under Reorganization may be jointly required to pay the respective credit; (c) Proceedings brought by any Companies Under Reorganization against Companies Under Reorganization in connection with legal transactions concluded after the Filing Date; (d) exercise by any Exempt Party of its right to counsel and adversarial proceedings in Third-Party Proceedings (for the sake of clarity, the concept of right to counsel and/or adversarial proceedings does not include any motion to dismiss the case, call for proceedings or any other type third-party intervention between an Exempt Party and another in the context of a Third-Party Proceeding, such

procedures, motions or incidental issues being covered by the Non-Litigation Commitment and, therefore, not being permitted); (e) compliance by any Exempt Party with any court and/or administrative orders issued by the relevant authorities in any Third-Party Proceedings, in accordance with the law; (f) exclusively for Supplier Creditors, Supplier Creditor Collaborators and Technology Supplier Creditors, challenges to claims related to the value of any Claims; (g) Proceeding filed by any Exempt Party for the performance of obligations set out in the Plan and other instruments related to the Plan, including the Americanas Debenture Indenture and the Plan Support Agreement, subject to the relevant instruments; (h) Claim having been or yet to be filed by any Exempt Party against the Non-Exempt Managers, including civil actions for damages caused to the assets of the respective Exempt Party, in accordance with applicable laws; (i) Proceeding that may be filed by Americanas Group against its managers, former managers or employees for liability for any acts, facts and circumstances disclosed in the Material Fact notices, regardless of whether they are considered, for the purposes of this Plan, Exempt Managers or Non-Exempt Managers, including civil liability action for damages caused to the assets of Companies Under Reorganization; and (j) Proceeding exclusively between Exempt Creditors, under **Section 11.3.4.1**.

11.3.4. The Exempt Parties irrevocably and irreversibly stipulate, acknowledge and agree with the following: (a) that the assumption of the Non-Litigation, Release and Waiver Commitment by any Exempt Party does not prevent it from collaborating with the government authorities responsible for investigating the acts, facts and circumstances disclosed in the Material Fact notices, at their discretion; and (b) they will cooperate with each other to enable the full exercise of the right to counsel in any Third-Party Proceedings, by using commercially reasonable efforts to produce useful or necessary documents and information requested by the other Exempt Party.

11.3.4.1. Without prejudice to the provisions of **Section 11.3 and subsections thereof**, when opting to have their Claims restructured under **Sections 6.2.2, 6.2.3, 6.2.4, 6.2.6, 6.2.7, 6.2.8, 6.2.9 and 6.2.10**, the respective Creditor irrevocably and irreversibly agrees not to file, directly or indirectly, any Proceeding against any other Exempt Creditors, including its Affiliates, that have also assumed the Non-Litigation, Release and Waiver Commitment concerning the acts, facts and circumstances disclosed in the Material Fact notices and any origination, formalization and/or acquisition of their Claim against the Companies Under Reorganization, except for any Proceeding exclusively between any of the bookrunners and/or intermediary institutions (regardless of whether they

are Exempt Creditors) for the division of liability arising from or in connection with any offerings for the distribution of securities issued by any of the Companies Under Reorganization or their Affiliates carried out in the Brazil or abroad, including, but not limited to, initial purchasers, book running managers and agents.

11.3.5. Releases and Waivers. Subject to the Exclusions from the Non-Litigation, Release and Waiver Commitment, the occurrence of any Release Event(s) specified below will result, directly, immediately and automatically, *ipso facto*, with no additional actions required, the release and grant, by all Exempt Parties (on behalf of themselves and their Affiliates and any of their successors, assignees, agents, employees, consultants, advisors and representatives, for any purposes) involved in each Release Event, of their full, broad, comprehensive, absolute, unconditional, irrevocable and irreversible discharge to the other Exempt Parties, as applicable, in relation to their respective Claims restructured through this Plan and Proceedings, as well as any claims, interests, obligations, rights, actions, indemnities, causes of action, remedies and liabilities of any nature, whether known or unknown, settled or unpaid, materialized or contingent, past due or coming due, arising from any instrument and/or any laws applicable in Brazil and/or any other jurisdiction (including the securities law), directly or indirectly resulting from any of the acts, facts and circumstances disclosed in the Material Fact notices, as well as from the respective Claims and securities issues by the Companies Under Reorganization in the financial and capital markets in the Brazil or abroad ("Releases and Waivers"). For the avoidance of doubt, the discharge of the obligations provided in the Americanas Debenture Indenture will only occur upon payment thereof.

(i) Release Event I – Payment of Restructuring Capital Increase by Reference Shareholders and AR Shareholders: Automatically, on the same Closing Date - Restructuring Option II, upon deposit by the Reference Shareholders, the AR Shareholders and/or any of their Affiliates, of the part in Brazilian currency of the ARs Increase Amount into the Restructuring Capital Increase Payment Account, the Reference Shareholders (and their Affiliates) and the AR Shareholders (and their Affiliates), on the one hand, and the other Exempt Parties, on the other, will be granted to one another, in voluntary manner, the Releases and Waivers provided in **Section 11.3.5** above ("Release Event I"), except as agreed otherwise by the Companies Under Reorganization, the Reference Shareholders, the AR Shareholders and their respective Affiliates and the

Exempt Creditors. For the sake of clarity, the Companies Under Reorganization are not covered by the concept of Affiliates of Reference Shareholders and/or AR Shareholders and will be granted Releases and Waivers in as set forth in the other Release Events below.

(ii) Release Event II – Reverse Auction: Automatically after the Restructuring Capital Increase has occurred and the provisions of **Section 6.2.2.6** has been implemented:

- a. Option I Unsecured Creditors: Any Option I Unsecured Creditors that (i) choose to participate in the Reverse Auction under **Section 6.2.2** and its **subsections** and (ii) have all or any part of their respective Unsecured Claims paid by the Companies Under Reorganization after application of the discount offered by such Option I Unsecured Creditors in the context of the Reverse Auction, on the one hand, and the other Exempt Parties, on the other (except the Reference Shareholders and their Affiliates, and the AR Shareholders and their Affiliates, whose Releases and Waivers will be granted in Release Event I), will grant to one another, on a voluntary basis, the Releases and Waivers provided in **Section 11.3.5** above.
- b. Unsecured Creditors – General Payment Method: Any Unsecured Creditors – General Payment Method that (i) choose to participate in the Reverse Auction under **Section 6.2.2** and its **subsections** and (ii) have all or any part of their respective Unsecured Claims paid by the Companies Under Reorganization after application of the discount offered by such Creditors in the context of the Reverse Auction, on the one hand, and the other Exempt Parties, on the other (except the Reference Shareholders and their Affiliates, and the AR Shareholders and their Affiliates, whose Releases and Waivers will be granted in Release Event I), will grant to one another, on a voluntary basis, the Releases and Waivers provided for **Section 11.3.5** above.
- c. Other Unsecured Creditors: Any other Unsecured Creditors that (i) choose to participate in the Reverse Auction under **Section 6.2.2** and its **subsections** and (ii) have all of their respective Unsecured Claims paid by the Companies Under Reorganization after application of the discount offered by such

Creditors in the context of the Reverse Auction, on the one hand, and the other Exempt Parties, on the other (except the Reference Shareholders and their Affiliates, and the AR Shareholders and their Affiliates, whose Releases and Waivers will be granted in Release Event I), will grant to one another, on a voluntary basis, the Releases and Waivers provided in **Section 11.3.5** above.

- d. For the sake of clarity, the Releases and Waivers provided in items “a”, “b” and “c” above will be considered a “Release Event II” and, if a given Unsecured Creditor (except Option I Unsecured Creditors and Unsecured Creditors – General Payment Method) is considered the winner of the Reverse Auction and receives payment of part (but not all) of their respective Unsecured Claims after application of the discount offered by such Creditor in the context of the Reverse Auction, under **Section 6.2.2.6**, the remaining portion of the Unsecured Claim of such Creditor will be restructured in accordance with the Restructuring Option chosen thereby under the Plan, and such Creditor will be subject to the Release Event applicable to the payment of the remaining portion of his Unsecured Credit, as provided for in the items (ii), (iii) or (iv) below, except (a) in relation to the Option I Unsecured Creditor, which will be subject to the Release Event provided for item “a” above, and (b) in relation to the Unsecured Creditors – General Payment Method, which will be subject to the Release Event provided in item “b” above.

(iii) Release Event III - Restructuring Option II: Automatically after the cumulative occurrence of (i) the Restructuring Capital Increase pursuant to **Section 5.1**, (ii) the issue of Americanas Debentures pursuant to **Section 6.2.6.3**, (iii) the actual receipt by Option II Unsecured Creditors of payments arising from (a) the Reverse Auction under **Section 6.2.2** and (b) the Repurchase of Unsecured Claims under **Section 6.2.6.4**, free and clear, in all cases, of any disputes, encumbrances or constraints, the Option II Unsecured Creditors, on the one hand, and the other Exempt Parties, on the other (except the Reference Shareholders and their Affiliates, and the AR Shareholders and their Affiliates, whose Releases and Waivers will be granted in Release Event I), will grant to one another, on a voluntary basis, the Releases and Waivers provided for **Section 11.3.5** above (“Release Event III”).

(iv) Release Event IV – Litigating Financial Creditors With Retained or Offset Amounts: Automatically after the cumulative occurrence of (i) the Restructuring Capital Increase pursuant to **Section 5.1**, (ii) the issue of Americanas Debentures pursuant to **Section 6.2.6.3**, (iii) the actual receipt by Option II Unsecured Creditors of payments arising from (a) the Reverse Auction under **Section 6.2.2** and (b) the Repurchase of Unsecured Claims under **Section 6.2.6.4**, and, where applicable, (iv) the execution of instruments related to the Credit Facility, in accordance with **Section 6.2.7.2**, the Creditors that opt for the Litigating Financial Creditors With Retained or Offset Amounts Restructuring Option, on the one hand, and the other Exempt Parties, on the other (except the Reference Shareholders and their Affiliates, and the AR Shareholders and their Affiliates, whose Releases and Waivers will be granted in Release Event I), will grant to one another, on a voluntary basis, the Releases and Waivers provided in **Section 11.3.5** above (“Release Event IV”).

(v) Release Event V –Supplier Creditor Collaborators: Automatically after the receipt of the respective payment provided for in **Section 6.2.9**, the Creditors that choose to have their respective Unsecured Claims restructured under the Supplier Creditor Collaborators Option, on the one hand, and the other Exempt Parties, on the other (except the Reference Shareholders and their Affiliates, and the AR Shareholders and their Affiliates, whose Releases and Waivers will be granted in Release Event I), will grant to one another, on a voluntary basis, the Releases and Waivers provided in **Section 11.3.5** above (“Release Event V”).

(vi) Release Event VI – Supplier Creditors: Automatically after the receipt of the first installment of the payment provided for in **Section 6.2.8**, the respective Supplier Creditors, on the one hand, and the other Exempt Parties, on the other (except the Reference Shareholders and their Affiliates, and the AR Shareholders and their Affiliates, whose Releases and Waivers will be granted in Release Event I), will grant to one another, on a voluntary basis, the Releases and Waivers provided in **Section 11.3.5** above (“Release Event VI”).

(vii) Release Event VII – Technology Supplier Creditors: Automatically after the receipt of the respective payment provided for in **Section 6.2.10**, the Creditors that choose to have their respective Unsecured Claims restructured under the Technology Supplier Creditors

Option, on the one hand, and the other Exempt Parties (except the Reference Shareholders and their Affiliates, and the AR Shareholders and their Affiliates, whose Releases and Waivers will be granted in Release Event I), on the other hand, will grant to one another, in a voluntary manner, the Releases and Waivers provided in **Section 11.3.5** above ("Release Event VII").

(viii) Release Event VIII – Exempt Managers: Automatically after signing and sending to the Companies Under Reorganization the respective Non-Litigation, Release and Waiver Commitment Agreements, (a) the Exempt Managers, on the one hand, and the other Exempt Parties (with exception of Companies Under Reorganization), on the other hand (except the Reference Shareholders and their Affiliates, and the AR Shareholders and their Affiliates, whose Releases and Waivers will be granted in Release Event I), will grant to one another, in voluntary manner, the Releases and Waivers provided in **Section 11.3.5** above, and (b) the Exempt Managers will grant to the Companies Under Reorganization, on a voluntary basis, the Releases and Waivers provided in **Section 11.3.5** above ("Release Event VIII").

(ix) Release Event IX – Creditors with Unsecured Claims up to R\$12,000.00: Automatically upon receipt of the first installment of the payment provided for in **Section 6.2.3**, the respective Creditors with Unsecured Claims up to R\$ 12,000.00, on the one hand, and the other Exempt Parties, on the other, will grant to one another, on a voluntary basis, the Releases and Waivers provided in **Section 11.3.5** above ("Release Event IX").

(x) Release Event X – Creditors with Unsecured Claims above R\$12,000.00 : Automatically after the receipt of the respective payment provided for in **Section 6.2.4**, the Creditors that choose to have their respective Unsecured Claims restructured according to the terms of the Creditors with Unsecured Claims above R\$ 12,000.00 Option, on the one hand, and the other Exempt Parties, on the other hand, will grant to one another, on a voluntary basis, the Releases and Waivers provided in **Section 11.3.5** above ("Release Event X").

11.3.6. Dismissal of Proceedings. Subject to the provisions of **Section 11.3**, any Creditors that choose to have their respective Unsecured Claims restructured in accordance with **Sections 6.2.2, 6.2.3, 6.2.4, 6.2.6, 6.2.7, 6.2.8, 6.2.9** and **6.2.10**, as

applicable, irrevocably and irreversibly agree to file (or cause the filing) for dismissal with prejudice of the existing Proceedings against all Exempt Parties involved in the respective Proceedings that are in compliance with their Non-Litigation, Release and Waiver Commitments, and the Companies Under Reorganization and other Exempt Parties agree to expressly consent to such filings in the respective Proceedings, through a joint petition or successive individual petitions in the same period, upon occurrence of each Release Event, at no cost to any party and with irrevocable waiver of the appeal period, under article 487, paragraph III, item “b”, of the Brazilian Civil Procedure Code, by the following deadlines, except as agreed otherwise by the Exempt Parties under the Plan Support Agreement:

- a. For the Payment of the Restructuring Capital Increase by the Reference Shareholders and AR Shareholders: within 5 (five) days of Release Event I.
- b. For the Reverse Auction: within 5 (five) days of Release Event II.
- c. For Restructuring Option II: within 5 (five) days of Release Event III.
- d. For Litigating Financial Creditors With Retained or Offset Amounts: within 5 (five) days of Release Event IV;
- e. For Supplier Creditor Collaborators: within 5 (five) days of Release Event V.
- f. For Supplier Creditors: within 5 (five) days of Release Event VI.
- g. For Technology Supplier Creditors: within 5 (five) days of Release Event VII.
- h. For Exempt Managers: within 5 (five) days of Release Event VIII.
- i. For Creditors with Unsecured Claims up to R\$12,000.00: within 5 (five) days of Release Event IX.
- j. For Creditors with Unsecured Claims above R\$12,000.00: within 5 (five) days of the Release Event X.

11.3.7. The Exempt Parties involved in any Proceedings dismissed pursuant to **Section 11.3.6**, except as may be agreed otherwise in the respective transaction, **irrevocably and irreversibly** stipulate, acknowledge and agree to the following: (i) they will pay any pending legal or administrative costs arising from or possibly necessary for the stay or dismissal of Proceedings as a result of the Release Events, as applicable, including credit qualifications and challenges, as ordered by the relevant Court; and (ii) they will make payment in full and solely of contractual and/or attorney’s fees due or awarded to the respective attorney(s) appointed by the Exempt Party to sponsor the Proceeding, in cases

of dismissal of actions, for any purposes, whether as a result of motions to stay or motions to dismiss, including in the context of credit qualifications and challenges, each Exempt Party being required to use its best efforts to obtain from their respective attorneys a waiver of the right to attorney's fees, and agreeing, in any case, to hold each other harmless and to reimburse the other Exempt Party, as applicable, for any amounts charged and actually paid by the respective Exempt Party in relation to items (i) and (ii) above that *were* not under its purview under this **Section 11.3.7**, within 5 (five) days of its receipt of notice sent to the respective Exempt Party responsible for such amounts, indicating the charge and payment, or on the date on which the charge becomes due, the whichever the earlier, plus legal charges. For the sake of clarity, (a) any legal or administrative costs and expenses already incurred by any Exempt Party will be the responsibility of the respective Exempt Party and will not be reimbursed by any other Exempt Parties, regardless of what the relevant Court orders, and (b) the amounts related to expert fees will always be borne by the Exempt Party having brought or filed the Proceeding and will not be reimbursed by the other Exempt Parties.

11.3.8. The Companies Under Reorganization and their Affiliates acknowledge and represent, individually, in an irreversible and irrevocable manner, that the Creditors and their Affiliates did not have any participation or interference in the investigation conducted by the Companies Under Reorganization to determine the responsibility of the Managers appointed by the Companies Under Reorganization as accountable for any acts, facts and circumstances disclosed in the Material Fact notices, and the Plan Approval by the Creditors does not represent the ratification of or agreement to the inclusion of the Non-Exempt Managers named on the list provided for **Exhibit 1.1.10**.

11.4. Dismissal of Judicial Proceedings. With the Confirmation of the Plan, all actions, enforcement proceedings, claims (even if not brought to court) and ongoing judicial and arbitration proceedings the subject matter of which is the collection of Pre-Petition Claims and related rights, including against Americanas Group or its subsidiaries and Affiliates and any company belonging to the same corporate or economic group as Americanas Group, except for those set forth in **Section 11.3** above, will be dismissed, with the release of any and all pledges or restrictions existing on the Confirmation Date, except for actions demanding gross amounts exclusively in relation to Claims, with the aim of including the claim on the List of Creditors, in accordance with article 6, § 1, of the LRF, which will be dismissed after the order setting the net amount due becomes final and unappealable.

11.5. Cancellation of Protests. The Judicial Confirmation of the Plan will result in the cancellation of any and all protests filed with any Registries of Deeds and Documents arising from Pre-Petition Claims, as well as the final removal of the names of the Companies Under Reorganization from the records of any credit protection agencies when the relevant note originates from Pre-Petition Claims.

11.6. Execution of Documents and Other Steps. Americanas Group, the purchasers of any assets owned by any of the Companies Under Reorganization and the Creditors and their representatives and attorneys shall take all actions and sign all contracts and other documents that, in form and substance, are necessary or appropriate for the observance and implementation of the provisions of this Plan.

11.7. Changes to the Plan. Americanas Group may submit addenda, changes or amendments to the Plan at any time after the Confirmation Date, provided that such addenda, changes or amendments are accepted and approved by the Pre-Petition Creditors, in accordance with the LRF.

11.7.1. Binding Effect of Plan Changes. Any addenda, changes or amendments to the Plan will be binding upon Americanas Group, its Pre-Petition Creditors and their respective assigns and successors upon approval by the Pre-Petition Creditors in accordance with articles 45 or 58, head provision or § 1, of the LRF.

11.8. Concessions, Waivers and Obligations of the Parties. All concessions and waivers granted and all obligations assumed by Americanas Group and the Creditors under this Plan and the Plan Support Agreement are absolutely and irrevocably linked to this Plan and the Plan Support Agreement, respectively. In the event of termination of this Plan, no provision of this Plan may be interpreted as a waiver or acknowledgement of any claims of Americanas Group, the Creditors, the ARs, the AR Shareholders and/or their Affiliates.

11.9. Ratification of Actions. The Plan Approval by the General Meeting of Creditors will entail the approval and ratification of all regular management actions and measures taken by the Companies Under Reorganization to implement their restructuring, in particular those taken during the Judicial Reorganization, including, but not limited to, payments of Post-Injunction, Pre-Petition Claims and any actions necessary for restructuring as proposed in this Plan, as well as all other actions and measures necessary for the full implementation and consummation of this Plan and the Judicial Reorganization, which are hereby expressly authorized, validated and ratified for all legal purposes.

11.10. Monitoring Report. The Companies Under Reorganization shall provide and make available on a quarterly basis, within 5 (five) Business Days of the publication of their Quarterly Earnings and in a specific location on their website, in the investor relations section, from the Plan Approval until the settlement of the Americanas Debentures, a specific report, in the form of **Exhibit 11.10**, intended for its Pre-Petition Creditors, containing public data and not including material facts and any issues not yet disclosed to the market, providing information relevant to monitoring of compliance with the Plan and the exhibits hereto ("Monitoring Report").

11.10.1. Judicial Observer. Due to the commitment made by the Companies Under Reorganization to provide and make the Monitoring Report available under **Section 11.10** above and **Exhibit 11.10**, the Creditors agree, by virtue of and based on the Plan Approval, to waive the role of the Judicial Observer and the right to request the appointment of any judicial observer, monitoring agent or the equivalent based on any facts occurring up to the date of the Plan Approval.

12. MISCELLANEOUS PROVISIONS

12.1. Claims in Foreign Currency. For payment purposes, except (i) for the express consent of the Creditors to the conversion their respective Claims from foreign currency to local currency and (ii) for those who choose to receive their Unsecured Claims in the context of **Section 6.2.6.3**, where the exchange rate fluctuation will be kept as the indexing parameter of the corresponding liability, in accordance with article 50, § 2, of the LRF, any claims originally registered in foreign currency will be kept in the respective original currency for all legal purposes and will be paid in accordance with the provisions of this Plan. Any Unsecured Creditors holding Claims registered in foreign currency may, at their sole discretion, choose to convert their claims into local currency and shall, to that end, give express notice of this option at the time of, and together with, the sending of the respective adherence agreements indicating the payment option, in which case the respective Unsecured Claims will be converted at the Conversion Exchange Rate.

12.2. Payment Method. Except as provided otherwise provided in this Plan, the amounts owed to Creditors under this Plan will be paid by direct transfer of funds, by means of "wire transfer of funds available" (TED) or using the Brazilian instant payment system (PIX) or otherwise, for creditors holding Unsecured Claims in Dollars, by remittance of the amounts to the accounts of the respective foreign creditors, to be indicated individually by each Creditor in their respective adherence

agreement, in accordance with **Section 12.10**, or in the case of bonds and debentures traded on regulated markets, directly in the applicable settlement and custody systems, into the account of each of the Creditors, to be indicated individually by the Creditor by entering a petition indicating such account in the Judicial Reorganization records or by sending an email to Americanas under **Section 12.10**.

12.2.1. The documents reflecting the actual transfer of funds will serve as proof of payment of the relevant amounts actually paid by the Companies Under Reorganization.

12.2.2. Within 15 (fifteen) days of the Confirmation Date, the Creditors shall indicate, by entering a petition in the Judicial Reorganization records or by sending an email to Americanas, the checking account designated for payment.

12.2.3. Any payments that are not made exclusively due to any Creditors having not indicated their bank accounts will not be deemed a breach the Plan. There will be no default interest or charges if any payments have not been made because the Creditors have not indicated their bank accounts.

12.3. Creditors' Consent. The Pre-Petition Creditors are fully aware that the deadlines, terms and conditions for satisfying their Claims are changed by this Plan. The Pre-Petition Creditors, exercising their autonomy of will, represent that they expressly agree with the aforementioned changes, as well as all the terms and conditions set out in this Plan, without any qualifications.

12.4. Maximum Payment. The Pre-Petition Creditors will not receive from Americanas Group, under any circumstances, any amounts in excess the amount set forth in this Plan for the payment of their respective Claims, and they shall always comply with the provisions of the List of Creditors and, where applicable, the List of Creditors - Payments.

12.5. Severability of Plan Provisions. Subject to the provisions of **Section 9.1**, in the event that any term or provision of the Plan is held invalid, void or ineffective, the remaining terms and provisions of the Plan will remain valid and effective.

12.6. Waiver and Retention of Rights. The waiver by any Party of any breach hereof by the other party or any action taken by the other party stipulated herein shall not entail novation or waiver in relation to the other obligations stipulated herein.

12.7. Taxes and Additional Measures. Each Creditor shall be responsible for the taxes and levies for which it is a taxpayer or the responsible party in accordance with applicable Laws, arising from or in connection with their compliance with the terms and conditions of this Plan.

12.7.1. Without prejudice to the provisions of **Section 12.7** above, each Creditor will be responsible for taking all necessary measures to comply with the terms and conditions of this Plan, including, but not limited to, actions to enable them receive the securities provided for herein and make the necessary registrations with the Central Bank and other relevant government authorities, in accordance with applicable Laws.

12.8. Closing of Judicial Reorganization. The Judicial Reorganization will be closed according to the provisions of articles 61 and 63 of the LRF.

12.9. Chapter 15. After the Judicial Confirmation of the Plan, Americanas Group will submit the Plan and the respective Judicial Confirmation of the Plan in the Chapter 15 procedure, with the goal of making the Plan effective on U.S. territory and binding upon any and all Pre-Petition Creditors residing, domiciled or based in the U.S. Chapter 15 may not, in any way, change the payment conditions and other rules provided for in this Plan.

12.10. Communications. Except for the purposes of sending the adherence agreements making the payment options provided for in **Sections 6.2.3, 6.2.4, 6.2.5, 6.2.6, 6.2.7, 6.2.8, 6.2.9** and **6.2.10**, which shall be sent to the email addresses indicated in the respective adherence agreements, any notices, requests, applications and other communications to Americanas Group concerning this Plan shall be sent in writing, with acknowledgment of receipt at Americanas' address provided below, with a delivery confirmation number, or electronically (via *email*), with proof of transmission. All communications must be addressed to:

Americanas S.A.

Care of the Judicial Reorganization Group

Email: recjud@americanas.io

Rua Sacadura Cabral, 102, Saúde

Rio de Janeiro, Rio de Janeiro, Brazil

Postal code: 20081-902

12.11. Assignments of Pre-Petition Claims. The Pre-Petition Creditors may assign their Pre-Petition Claims or rights to participate in such Pre-Petition Claims to other Pre-Petition Creditors or third parties, and such assignment will only be considered

effective and go into force if (i) notice of the assignment is given to Americanas Group *and* the Trustees at least 10 (ten) days in advance of the payment dates, (ii) the notice is delivered together with proof that the assignees have irrevocably received and accepted the terms and conditions set out in this Plan (including, but not limited to, payment conditions), and that they are aware that the credit assigned is a Pre-Petition Claim subject to the provisions of the Plan, and (iii) notice of the assignment or promise to assign is immediately given to the Reorganization Court, in accordance with article 39, § 7, of the LRF. The provisions of items (i) to (iii) above do not apply to Unsecured Claims represented by securities issued or to be issued by Companies Under Reorganization in the domestic capital market (Americanas Debentures or Bank Credit Notes), which may be freely and independently assigned regardless of prior notice to and/or the consent of the Companies Under Reorganization.

12.12. Subrogation. For the sake of clarity, in the event that any party is subrogated, in any capacity and at any time, to the rights of a given Unsecured Creditor over the respective Unsecured Claims, such party will be entitled to payment of said Unsecured Claims under the same terms as applicable to the respective Unsecured Creditor, subject, in any case, to the provisions of **Section 6.2.9.8** of this Plan. This **Section 12.12** does not apply to any of the Companies Under Reorganization, notwithstanding that they may become holders of Claims, among themselves, due to any subrogation.

12.13. Claim Offsets. After the Confirmation Date, the Companies Under Reorganization will have the option, but not the obligation, at their sole discretion, to pay off all or part of the remaining balance of the Pre-Petition Claims held by their Supplier Creditors, by using any credits, benefits, bonuses or the equivalent granted by the respective Supplier Creditor, for offsetting Pre-Petition Claims, under articles 368 et seqq. of the Brazilian Civil Code. For the avoidance of doubt, any balance of the Pre-Petition Credit of a given Supplier Creditor remaining after the offset provided for in this **Section 12.13** will receive the treatment stipulated for the payment option for their Pre-Petition Claims, as chosen or applicable to the respective Pre-Petition Creditor under this Plan.

12.14. Enforcement Instrument. This Plan is a judicial enforcement instrument, in accordance with article 59, § 1, of the LRF. The Pre-Petition Creditors may demand compliance with the Plan and payments of their respective Pre-Petition Claims according to the terms of this Plan and the respective option taken as provided in this Plan, regardless of the issue of new debt instruments, including Americanas Debentures, in accordance with the LRF and other applicable Laws.

12.15. Governing Law. The Plan will be governed and interpreted in accordance with the Laws of the Federative Republic of Brazil.

12.16. Jurisdiction. The following courts will have jurisdiction to resolve any disputes related to the Plan: (i) the Reorganization Court, until the end of the Judicial Reorganization proceeding; and (ii) the Courts in the Judicial District of the State Capital of Rio de Janeiro, to express exclusion of any other, however privileged it may be, after the end of the Judicial Reorganization proceeding, except for the choices of venue reflected in the instruments attached to this Plan.

The Plan has been signed by legal representatives duly appointed by Americanas Group.

Rio de Janeiro, November 27, 2023.

AMERICANAS S.A. – UNDER JUDICIAL REORGANIZATION

By: Leonardo Coelho Pereira and Camille Loyo Faria

B2W DIGITAL LUX S.À.RL – UNDER JUDICIAL REORGANIZATION

By: Leonardo Coelho Pereira and Camille Loyo Faria

JSM GLOBAL S.À.RL – UNDER JUDICIAL REORGANIZATION

By: Leonardo Coelho Pereira and Camille Loyo Faria

ST IMPORTACOES LTDA. – UNDER JUDICIAL REORGANIZATION

By: Leonardo Coelho Pereira and Camille Loyo Faria

