

OFFER TO PURCHASE



AMERICANAS S.A.

Offer to Purchase for Cash up to the Maximum Amount (as defined below) of the outstanding:

4.750% Senior Notes due 2030 issued by JSM Global S.à r.l.

(CUSIP/ISIN: 46592B AA0 / US46592BAA08 (Rule 144A); L5788A AA9 / USL5788AAA99 (Reg S))

(CUSIP/ISIN: 46592B AB8 / US46592BAB80 (Rule 144A); L5788A AB7 / USL5788AAB72 (Reg S))

(CUSIP/ISIN: 46592B AC6 / US46592BAC63 (Rule 144A); L5788A AC5 / USL5788AAC55 (Reg S))

and

4.375% Senior Notes due 2030 issued by B2W Digital Lux S.à r.l.

(CUSIP/ISIN: 05609A AA9 / US05609AAA97 (Rule 144A); L0527Q AA1 / USL0527QAA15 (Reg S))

(CUSIP/ISIN: 05609A AB7 / US05609AAB70 (Rule 144A); L0527Q AB9 / USL0527QAB97 (Reg S))

(CUSIP/ISIN: 05609A AC5 / US05609AAC53 (Rule 144A); L0527Q AC7 / USL0527QAC70 (Reg S))

The Tender Offer (as defined below) expires at 5:00 p.m., New York time, on April 26, 2024, unless extended or earlier terminated by us in our sole discretion (such time and date, as the same may be extended for the Tender Offer, the “Expiration Time”). In order for a Holder (as defined below) to be eligible to receive the applicable Tender Consideration (as defined below) for their Notes (as defined below), such Holder must both (i) validly tender (and not validly withdraw) such Notes and (ii) submit a completed Bid Form (as defined below) to the Tender Agent (as defined below), in each case at or prior to the Expiration Time. Tendered Notes and Bid Forms (as defined below) may be withdrawn in accordance with the terms of the Tender Offer prior to 5:00 p.m., New York City time, on April 26, 2024, unless extended by us in our sole discretion (such time and date, as the same may be extended, the “Withdrawal Deadline”), but not thereafter. The Tender Offer (as defined below) is being made subject to, and is conditioned upon, the satisfaction or waiver of certain conditions. See “Conditions to Consummation of the Tender Offer.”

Americanas S.A. (“Americanas,” the “Company,” “we” or “us”), a corporation (*sociedade anônima de capital aberto*) organized under the laws of the Federative States of Brazil (“Brazil”), is hereby making an offer (the “Tender Offer”) to holders (each, a “Holder” and collectively, the “Holders”) of the outstanding:

- 4.750% Senior Notes due 2030 issued by JSM Global S.à r.l. (the “JSM Global”) (CUSIP: 46592B AA0 (Rule 144A); L5788A AA9 (Reg S)) (the “JSM Original Notes”);
- 4.750% Senior Notes due 2030 issued by JSM Global (CUSIP: 46592B AB8 (Rule 144A); L5788A AB7 (Reg S)) (the “JSM Option 1 Notes”);
- 4.750% Senior Notes due 2030 issued by JSM Global (CUSIP: 46592B AC6 (Rule 144A); L5788A AC5 (Reg S)) (the “JSM Option 2 Notes”);
- 4.375% Senior Notes due 2030 issued by B2W Digital Lux S.à r.l. (the “B2W Digital”) (CUSIP: 05609A AA9 (Rule 144A); L0527Q AA1 (Reg S)) (the “B2W Original Notes”);
- 4.375% Senior Notes due 2030 issued by B2W Digital (CUSIP: 05609A AB7 (Rule 144A); L0527Q AB9 (Reg S)) (the “B2W Option 1 Notes”); and
- 4.375% Senior Notes due 2030 issued by B2W Digital (CUSIP: 05609A AC5 (Rule 144A); L0527Q AC7 (Reg S)) (the “B2W Option 2 Notes”).

(being the JSM Original Notes, JSM Option 1 Notes, JSM Option 2 Notes, B2W Original Notes, B2W Option 1 Notes and B2W Option 2 Notes, collectively, the “Notes”) to purchase, for cash, up to an aggregate principal amount of Notes that will not result in the Aggregate Purchase Price (as defined below) validly tendered (and not validly withdrawn) and accepted for purchase in the Global Auction (as defined below) exceeding the Maximum Amount (as defined below).

(cover page continues)

Participating in the Tender Offer involves risks. See “Risk Factors.”

April 1, 2024

The Tender Consideration for each U.S.\$1,000 principal amount of a Holder's Notes that are validly tendered (and not validly withdrawn) and accepted for purchase will be equal to such Holder's Accepted Bid Price (as defined below), as determined pursuant to a "reverse Bid Tender" procedure described herein. The Tender Consideration will be payable in cash in U.S. dollars on the RJ Closing Date (as defined below). Subject to the terms of the RJ Plan, the Maximum Amount and the satisfaction or waiver of the conditions to the Tender Offer, we will purchase the Notes that have been validly tendered in the Tender Offer at or prior to the Expiration Time and that we choose to accept for purchase after May 26, 2024 but no later than July 26, 2024 (the settlement date of such purchase being referred to as the "*Settlement Date*").

Notes	Title of Securities	CUSIP/ISIN (Rule 144A; Reg S)	Outstanding Principal Amount	Tender Consideration (Accepted Bid Price Range) ⁽²⁾⁽³⁾
JSM Original Notes	4.750% Senior Notes due 2030	46592BAA0 / US46592BAA08; L5788AAA9 / USL5788AAA99	U.S.\$38.88 million ⁽¹⁾	U.S.\$0.01 to U.S.\$300.00
JSM Option 1 Notes	4.750% Senior Notes due 2030	46592BAB8 / US46592BAB80; L5788AAB7 / USL5788AAB72	U.S.\$16.23 million	U.S.\$0.01 to U.S.\$300.00
JSM Option 2 Notes	4.750% Senior Notes due 2030	46592BAC6 / US46592BAC63; L5788AAC5 / USL5788AAC55	U.S.\$342.77 million	U.S.\$0.01 to U.S.\$300.00
B2W Original Notes	4.375% Senior Notes due 2030	05609AAA9 / US05609AAA97; L0527QAA1 / USL0527QAA15	U.S.\$38.75 million ⁽¹⁾	U.S.\$0.01 to U.S.\$300.00
B2W Option 1 Notes	4.375% Senior Notes due 2030	05609AAB7 / US05609AAB70; L0527QAB9 / USL0527QAB97	U.S.\$20.47 million	U.S.\$0.01 to U.S.\$300.00
B2W Option 2 Notes	4.375% Senior Notes due 2030	05609AAC5 / US05609AAC53; L0527QAC7 / USL0527QAC70	U.S.\$289.79 million	U.S.\$0.01 to U.S.\$300.00

(1) Excludes U.S.\$253.1 million aggregate principal amount of notes held in uncertificated form by certain Holders that executed the RSA (as defined below) and have elected Option 2, who shall also be separately entitled to participate in the Global Auction.

(2) Consideration in the form of cash per U.S.\$1,000 principal amount of Notes that are validly tendered (and not validly withdrawn) at or prior to the Expiration Time.

(3) Excludes Accrued Interest (as defined below), if any, which will be paid in addition to the applicable Tender Consideration in amount equal to the Accrued Interest *times* (i) such Holder's Accepted Bid Price *divided by* (ii) U.S.\$1,000.

Our Restructuring

The Tender Offer is being conducted as part of our judicial reorganization (the "*Restructuring*"), which commenced on January 19, 2023 (the "*RJ Filing Date*"). On such date we and certain of our subsidiaries (collectively with the Company, the "*RJ Debtors*") jointly filed for judicial reorganization (*recuperação judicial*) (the "*RJ Proceeding*") pursuant to Brazilian Bankruptcy Law No. 11,101 of February 9, 2005 (the "*Brazilian Bankruptcy Law*") before the 4th Business Court of Judicial District of the Capital of the State of Rio de Janeiro (the "*RJ Court*"). On November 27, 2023, the RJ Debtors and certain of their respective creditors entered into a Restructuring Judicial Reorganization and Investment Support Agreement and Other Covenants (as may be amended and supplemented from time to time, the "*RSA*"). On December 19, 2023, creditors of the RJ Debtors approved our judicial reorganization plan (the "*RJ Plan*") at the general creditors' meeting (the "*GCM*"). The RJ Debtors intend to implement the Restructuring through the RJ Proceeding and any other insolvency proceedings that are reasonably necessary to implement the Restructuring in other jurisdictions (the "*Ancillary Proceedings*" and, together with the RJ Proceeding, the "*Restructuring Proceedings*"), including proceedings seeking recognition of the RJ Proceeding under Chapter 15 of Title 11 of the United States Code (such title, the "*Bankruptcy Code*") in the U.S. On February 27, 2024, the RJ Court confirmed the RJ Plan.

Global Auction

Pursuant to the RJ Plan, concurrently with the Tender Offer, the Company is conducting a separate offer (the "*Brazilian Auction*") and together with the Tender Offer, the "*Global Auction*") that is being made available to certain other creditors of the Company and its subsidiaries (the "*Auction Creditors*"). The aggregate consideration, including applicable Accrued Interest, to be paid (such aggregate consideration, the "*Aggregate Purchase Price*"), in connection with the Global Auction is subject to a maximum amount equal of R\$2.0 billion (such amount, as may be adjusted pursuant to the RJ Plan, the "*Maximum Amount*"), which, with respect to Holders, shall be calculated taking into consideration the U.S. Dollar Equivalent Amount (as defined below). The "*U.S. Dollar Equivalent Amount*" means, (x) with respect to any pre-petition unsecured claims denominated in Brazilian *reais*, the amount of such pre-petition unsecured claims *multiplied by* the closing rate for Brazilian *reais* over the sale closing rate of the U.S. Dollar (*PTAX*), in each case, published by the Brazilian Central Bank on its website on the last business day (as such term is defined in the RJ Plan) preceding the Expiration Time, (y) with respect to any pre-petition unsecured claims denominated in U.S. Dollars, the principal amount of such pre-petition unsecured claims.

Bid Price, Minimum Price/Maximum Price and Accepted Bid Price Range

The Tender Offer is being conducted, and purchase price for Notes will be determined, pursuant to a "reverse Bid Tender" procedure described herein until the applicable Expiration Time. If you elect to participate in the Tender Offer prior to the

Expiration Time, you must specify the minimum purchase price (your “*Bid Price*”) that you would be willing to receive as the consideration in exchange for each U.S.\$1,000 in principal amount of Notes you choose to tender in the Tender Offer (the “*Tender Consideration*”) and such election and Bid Price must be submitted at or prior to the applicable Expiration Time. To the extent you participate in the Tender Offer at or prior to the applicable Expiration Time, the Bid Price that you specify for each U.S.\$1,000 in principal amount of Notes must be at least U.S.\$0.01 (the “*Minimum Price*”) but not greater than U.S.\$300.00 (the “*Maximum Price*”) (such range, the “*Accepted Bid Price Range*”). All Bid Prices must be submitted in increments of U.S.\$0.01. **All Holders that tender Notes in the Tender Offer prior to the Expiration Time must specify a Bid Price. The tender of Notes prior to the Expiration Time by any Holder who fails to specify a Bid Price will be disregarded.** In addition, tenders of Notes outside of the Accepted Bid Price Range will not be accepted. As a result, the Bid Price you specify must be within the Accepted Bid Price Range.

Whether and to what extent your tendered Notes are accepted for purchase in the Tender Offer will depend upon how the Bid Price specified by you compares to Bid Prices specified by other tendering Holders in the Tender Offer and other tendering Auction Creditors in the Brazilian Auction. Specifically, on or prior to May 26, 2024, the RJ Court will compare all of the Bid Prices received at or prior to the Expiration Time and set the order of priority of Notes to be accepted for purchase based on the lowest Bid Price to the highest Bid Price, in each case, subject to the Accepted Bid Price Range and the Maximum Amount.

Change of Bid Price, Withdrawal/Revocation and Expiration Time

A Holder cannot change its Bid Price with respect to Notes already tendered, but a Holder may validly withdraw previously tendered Notes and validly re-tender them with a new Bid Price at or prior to the Expiration Time. However, after the Expiration Time, a Holder’s tendered Notes may not be withdrawn and such Holder’s Bid Price may not be changed after that time. Tenders of Notes pursuant to the Tender Offer may be validly withdrawn at any time prior to the Expiration Time by following the procedures described herein under the caption “Procedures for Tendering Notes—Withdrawal of Tenders.”

In the event of a termination of the Tender Offer, Notes tendered pursuant to the Tender Offer will be promptly returned to the tendering Holders.

Proration

Holders of Notes who elect to participate in the Tender Offer may be subject to proration. Subject to the terms of the RJ Plan, if more than one Holder or Auction Creditor is deemed a winner of the Global Auction (i.e., Holders and/or Auction Creditors submitted identical winning Bid Prices), and if the Maximum Amount is not sufficient to pay in full all winning Holders and Auction Creditors, payment to such Holders and Auction Creditors will be made on a *pro rata* basis pursuant to the RJ Plan. Any Holder whose Notes are validly tendered (and not withdrawn) at or prior to the Expiration Time and are accepted in the Tender Offer will receive the Bid Price specified by such Holder on the Settlement Date. All tenders of Notes with a Bid Price resulting in an Aggregate Purchase Price in excess of the Maximum Amount, as well as any Notes subject to proration, will be rejected from the Tender Offer and such Notes will be promptly returned to their Holders. See “Description of the Tender Offer.”

Minimum Denominations

Notes may be tendered only in principal amounts equal to minimum denominations of U.S.\$200,000 and integral multiples of U.S.\$1,000 in excess thereof. Holders who do not tender all of their Notes for cash must ensure that they retain a principal amount of the Notes amounting to at least the minimum denomination. If proration causes the Company to return less than the minimum denomination to any Holder, then the Company will, at its option, either accept all or reject all of the tendered amount of such Holder’s tendered Notes such that it holds either no Notes or at least the minimum denomination of Notes following the consummation of the Tender Offer.

In addition, to avoid purchases of Notes in principal amounts other than integral multiples of U.S.\$1,000, if necessary, we will make appropriate adjustments to the nearest U.S.\$1,000 principal amount with respect to each Holder who is subject to proration. All Notes not accepted as a result of proration will be rejected from the Tender Offer, and will be promptly returned to the tendering Holder.

Tendering Notes

In order to have Notes accepted for purchase pursuant to the Tender Offer, a Holder must (i) validly (or have its broker, dealer, custodian bank or other nominee, as applicable) tender (and not validly withdraw) its Notes pursuant to the Automated Tender Offer Program (“*ATOP*”) of The Depository Trust Company (“*DTC*”) at or prior to the Expiration Time and (ii) validly deliver to the D.F. King & Co., Inc. (“*D.F. King*”), as tender agent (the “*Tender Agent*”) via e-mail at americanas@dfking.com a properly completed bid price form in the form attached as Appendix A to this Offer to Purchase (the “*Bid Form*”) at or prior to the Expiration Time. The Bid Form may be accessed at www.dfking.com/americanas.

As described above, in order to validly submit a bid in the Tender Offer, Holders must both make their election in ATOP and deliver their Bid Form prior to the Expiration Time. Failure to timely deliver a Bid Form, will result in such Holder being deemed to not have validly tendered its Notes in the Tender Offer.

Accrued and Unpaid Interest

Pursuant to the terms of the RJ Plan, interest on the Notes ceased to accrue on the RJ Filing Date. Accordingly, the amount of accrued and unpaid interest per U.S.\$1,000 principal amount of each of: (i) JSM Original Notes, JSM Option 1 Notes and JSM Option 2 Notes is approximately U.S.\$11.10; and (ii) B2W Original Notes, B2W Option 1 Notes and B2W Option 2 Notes is approximately U.S.\$2.82 (such accrued and unpaid interest amount per U.S.\$1,000 principal amount of each such series of Notes, the “*Accrued Interest*”). The total consideration to be received by Holders pursuant to the RJ Plan on the RJ Closing Date shall include payment of a corresponding amount of Accrued Interest *times* (i) such Holder’s Accepted Bid Price *divided by* (ii) U.S.\$1,000.

Default Consideration

Notes that are tendered by Holders after the Expiration Time will, pursuant to the terms of the RJ Plan, be automatically cancelled and novated with a right to receive from the Company on January 31, 2044, a U.S.\$200 cash payment plus 20% of the Accrued Interest (the “*Default Consideration*”), for each U.S.\$1,000 principal amount of Notes. In addition, to the extent a Holder’s Notes are not accepted for purchase pursuant to the terms of the Tender Offer, then such Notes will, pursuant to the terms of the RJ Plan, be automatically cancelled and novated with a right to receive Default Consideration.

Non-Litigation Commitment

In accordance with the RJ Plan, Holders who elect to participate in the Tender Offer will be deemed to have agreed with, and be subject to, a non-litigation commitment (such commitment, the “*Non-Litigation Commitment*”) as described in “Procedures for Tendering Notes—Representations, Warranties and Undertakings” and set out in the Bid Form.

Conditions to Consummation of the Tender Offer and RJ Closing Date

Notwithstanding any other provision of the Tender Offer, our obligation to accept tendered Notes is subject to, and conditioned upon, the satisfaction or waiver of the conditions set forth under “Conditions to Consummation of the Tender Offer and RJ Closing Date.” In particular, the occurrence of the RJ Closing Date is conditioned upon the U.S. Bankruptcy Court entering the U.S. Enforcement Order. No assurance can be given that these and any other conditions will be satisfied or waived. For additional information, see “Risk Factors—Risks Relating to the Tender Offer.”

Other

To the extent we are legally permitted to do so and pursuant to the terms of the RJ Plan, we expressly reserve the absolute right, in our sole discretion, at any time (i) to waive any condition to the Tender Offer; (ii) to amend any of the terms of the Tender Offer; (iii) to terminate the Tender Offer; (iv) to increase or modify the Maximum Amount; (v) to extend the Withdrawal Deadline; (vi) to extend or amend the Expiration Time; or (vii) to modify the Tender Consideration, in each case (other than clause (v)) without extending the Withdrawal Deadline or otherwise reinstating withdrawal rights of Holders. The foregoing rights are in addition to the right to delay the acceptance for purchase of Notes tendered pursuant to the Tender Offer, as applicable, subject to Rule 14e-1 under the U.S. Securities Exchange Act of 1934, as amended (the “*Exchange Act*”). Unless otherwise provided, any waiver, amendment, modification or termination of the Tender Offer will apply to all Notes tendered pursuant to the applicable Offer.

CUSIP and ISIN Numbers

The CUSIP and ISIN numbers for the Notes set forth on the cover page were assigned to us, and are included solely for the convenience of the Holders of the Notes. None of the Company, the Tender Agent, the Tabulation Agent or the Information Agent (each as defined below) is responsible for the selection or use of the CUSIP and ISIN numbers, and no representation is made as to their correctness on the Notes or as indicated in this Offer to Purchase.

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NOTICE TO HOLDERS

All of the outstanding Notes are held in book-entry form through the facilities of DTC. DTC has authorized participants that hold Notes on behalf of beneficial owners of Notes through DTC to tender their Notes as if they were Holders. To effect a tender of Notes for cash, DTC participants should transmit their acceptance to DTC through the DTC Automated Tender Offer Program (“*ATOP*”), for which the Tender Offer will be eligible, and follow the procedure for book-entry transfer set forth in “Procedures for Tendering Notes.” A beneficial owner of Notes that are held of record by a broker, dealer, commercial bank, trust company or other nominee must promptly instruct such Holder to tender Notes for cash on the beneficial owner’s behalf. See “Procedures for Tendering Notes.” There are no guaranteed delivery provisions provided for by the Company in conjunction with the Tender Offer under the terms of this Offer to Purchase. Holders must tender their Notes for cash in accordance with the procedures set forth under “Procedures for Tendering Notes.”

Holders effecting a tender for cash will not be obligated to pay brokerage fees or commissions to the Company, the Tender Agent (as defined below), the Information Agent (as defined below), the Subscription Agent (as defined below) or the Trustee (as defined below). However, such Holders may be obligated to pay commissions or other payments to their own brokers, custodians or other agents.

Requests for additional copies of this Offer to Purchase and requests for assistance relating to the procedure for tendering Notes for cash may be directed to the Information Agent at the address and telephone numbers on the back cover page of this statement. Requests for assistance relating to the terms and conditions of the Tender Offer may be directed to the Information Agent using the contact information set forth on the back cover of this Offer to Purchase. Beneficial owners may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance regarding the Tender Offer.

We, D.F. King & Co., Inc., as the information agent (the “*Information Agent*”), the tabulation agent (the “*Tabulation Agent*”) and the Tender Agent (the “*Tender Agent*”), and Wilmington Savings Fund Society, FSB, as trustee under the indentures governing the Notes (the “*Trustee*”) have not authorized any other person to provide you any information or to make any representation not contained in this Offer to Purchase and, if given or made, such information or representation may not be relied upon as having been authorized by the Company, the Tender Agent, the Tabulation Agent, the Information Agent, the Subscription Agent or the Trustee. None of the Company, the Tender Agent, the Tabulation Agent, the Information Agent, the Subscription Agent or the Trustee or any affiliate of them is making any recommendation to any Holder whether to tender or refrain from tendering for cash any or all of such Holder’s Notes and none of them has authorized any person to make any such recommendation.

This Offer to Purchase does not constitute an offer to purchase Notes in any jurisdiction in which, or to or from any person to or from whom, it is unlawful to make such an offer under applicable securities or “blue sky” laws. The delivery of this Offer to Purchase shall not under any circumstances create any implication that the information contained herein is correct as of any time subsequent to the date hereof or that there has been no change in the information set forth herein or in the affairs of the Company or any of its affiliates since the date hereof.

Neither this Offer to Purchase nor any of the other documents relating to the Tender Offer have been filed with or reviewed by the U.S. Securities and Exchange Commission (the “*SEC*”), any federal or state securities commission or any other regulatory authority of any country, nor has any such commission or authority passed upon the accuracy or adequacy of this Offer to Purchase or any of the other documents relating to the Tender Offer. Any representation to the contrary is unlawful and may be a criminal offense.

This Offer to Purchase contains important information that should be read before any decision is made with respect to the Tender Offer.

ENFORCEMENT OF JUDGMENTS

We are a corporation (*sociedade anônima*) incorporated under the laws of Brazil and certain advisors named herein reside in Brazil. Certain of our directors and all of our officers reside in Brazil, and all of our assets are located in Brazil. As a result, it may not be possible or it may be difficult for you to effect service of process upon us or these other persons within the United States or within other jurisdiction outside Brazil, or to enforce judgments obtained in United States courts or in other jurisdictions outside Brazil against us or them, including those predicated upon the civil liability provisions of the federal securities laws of the United States or any other jurisdiction outside Brazil.

We have been advised by Barbosa, Müssnich, Aragão Advogados, our Brazilian counsel, that a judgment of a United States court for civil liabilities predicated upon the federal securities laws of the United States may be enforced in Brazil, subject to certain requirements described below. Such counsel has advised that a judgment against us, any controlling shareholders, the directors and officers or certain advisors named herein obtained in the United States or in other jurisdiction outside Brazil would be enforceable in Brazil without retrial or re-examination of the merits of the original action including, without limitation, any final judgment for payment of a certain amount rendered by any such court, provided that such judgment has been previously recognized by the Superior Court of Justice (*Superior Tribunal de Justiça*). That recognition will only be available, pursuant to Articles 963 and 964 of the Brazilian Code of Civil Procedure (*Código de Processo Civil*, Law No. 13,105, dated March 16, 2015, as amended), if the foreign decision:

- fulfills all formalities required for its enforceability under the laws of the jurisdiction where the foreign judgment was rendered;
- is issued by a competent court and/or authority in the jurisdiction where it was awarded and is effective in such jurisdiction;
- is issued after proper service of process is made on the parties, which service must comply with Brazilian Law if made in Brazil, or after sufficient evidence of the parties' absence (*revelia*) has been given, as requested under the laws of the jurisdiction where the foreign judgment was entered;
- is not rendered in an action upon which Brazilian courts have exclusive jurisdiction, pursuant to the provisions of Article 23 of the Brazilian Code of Civil Procedure;
- is final and binding and, therefore, not subject to appeal (*res judicata*) in the jurisdiction in which it was rendered;
- there is no conflict between the foreign judgment and a previous final and binding (*res judicata*) domestic award on the same matter and involving the same parties issued in Brazil;
- is duly apostilled by a competent authority of the United States, according to the Hague Convention of 5 October 1961 Abolishing the Requirement of Legalization for Foreign Public Documents or, if such decision emanates from a country that is not signatory of the Hague Convention, it must be duly authenticated by a Brazilian diplomatic office or consulate over the place the award was rendered;
- is accompanied by a sworn translation into Portuguese made by a sworn translator in Brazil, unless an exemption is provided by an international treaty to which Brazil is a signatory; and
- does not contravene Brazilian national sovereignty, human dignity, public policy or public morality.

The judicial recognition process before the Brazilian Superior Court of Justice may be time consuming and may also give rise to difficulties in enforcing the foreign judgment in Brazil. Notwithstanding the foregoing, we cannot assure you that the process described above will be conducted in a timely manner or that Brazilian courts will enforce a judgment for violation of the federal securities laws of the United States or other jurisdictions outside Brazil with respect to the Debentures or the Shares.

We have been further advised by Barbosa, Müssnich, Aragão Advogados that:

- civil actions may be brought before Brazilian courts based on the federal securities laws of the United States or other jurisdiction outside Brazil and that, subject to applicable law, Brazilian courts may enforce liability arising from such actions against us, the controlling shareholder or our directors and officers and certain advisors named herein (provided that provisions of the federal

securities laws of the United States or other jurisdiction outside Brazil do not contravene Brazilian public policy, good morals or national sovereignty and provided further that Brazilian courts can assert jurisdiction over the particular action). However, the application of a foreign body of law by Brazilian courts may be difficult, as Brazilian courts consistently base their decisions on domestic law or refrain from applying a foreign body of law for a number of reasons. Although remote, there is a risk that Brazilian courts, considering a relevant case-by-case rationale, may dismiss a petition to apply a foreign body of law and may adopt Brazilian laws to adjudicate the case. In any case, we cannot assure that Brazilian courts will confirm their jurisdiction to rule on such matter, which will depend on the connection of the case to Brazil and, therefore, must be analyzed on a case-by-case basis; and

- the ability of a creditor or other persons named above to satisfy a judgment by attaching certain assets of ours or our controlling shareholder, respectively, is limited by provisions of Brazilian Law to the extent the assets are located in Brazil.

In addition, a plaintiff (whether Brazilian or non-Brazilian) that resides outside Brazil or is outside Brazil during the course of litigation in Brazil and who does not own real property in Brazil during the course of litigation in Brazil must post a bond to guarantee the payment of the defendant's legal fees and court expenses in connection with court procedures for the collection of payments. The bond must have a value sufficient to satisfy the payment of court fees and defendant attorney's fees, as determined by a Brazilian judge. This requirement does not apply (1) when an exemption is provided by an international agreement or treaty that Brazil is a signatory to; (2) in the case of claims for collection based on a *título executivo extrajudicial* (an instrument which may be enforced in Brazilian courts without a review on the merits, pursuant to Article 784 of the Brazilian Code of Civil Procedure), in the case of enforcement of foreign judgments and arbitral awards that have been duly recognized by the Superior Court of Justice; or (3) counterclaims as established, according to Article 83 of the Brazilian Code of Civil Procedure (*Código de Processo Civil*).

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

Statements included in this Offer to Purchase contain various forward-looking statements and information that are based on our beliefs, as well as assumptions made by us and information currently available to us. All statements that express belief, expectation, estimates or intentions, as well as those that are not statements of historical facts, are forward-looking statements. Such statements use forward-looking words such as “proposed,” “anticipate,” “project,” “potential,” “could,” “should,” “continue,” “estimate,” “expect,” “may,” “believe,” “will,” “plan,” “seek,” “outlook” and other similar expressions that are intended to identify forward-looking statements, although some forward-looking statements are expressed differently. The Company cautions you not to place undue reliance on any forward-looking statements, which speak only as of the date made.

Holders should also read carefully the factors described or referred to in the “Certain Considerations” section of this Offer to Purchase. Although the expectations in the forward-looking statements are based on our current beliefs and expectations, caution should be taken not to place undue reliance on any such forward-looking statements because such statements speak only as of the date hereof. Except as required by federal and state securities laws, the Company undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or any other reason.

IMPORTANT TIMES AND DATES

Holders of the Notes should take note of the following dates in connection with the Tender Offer:

Event	Date and Time	Summary Description
Launch Date	April 1, 2024.	Commencement of the Tender Offer.
Withdrawal Deadline	5:00 p.m., New York time, on April 26, 2024, unless extended or earlier terminated by the Company in its sole discretion.	The deadline for Holders to withdraw Notes tendered in the Tender Offer.
Expiration Time.....	5:00 p.m., New York time, on April 26, 2024, unless extended or earlier terminated by the in its sole discretion.	The deadline for Holders to tender their Notes and receive Tender Consideration by: • validly electing to exercise their right to participate in the Tender Offer pursuant to DTC's ATOP. • validly delivering to the Tender Agent via e-mail at americanas@dfking.com a properly completed Bid Form attached as Appendix A to this Offer to Purchase.
Settlement Date	After May 26, 2024 but prior to July 26, 2024.	The date on which the Company deposits with DTC the Tender Consideration, as applicable, for Notes validly tendered (and not validly withdrawn) at or prior to the Expiration Time and accepted for purchase up to the Maximum Amount, together with an amount equal to the Accrued Interest thereon.

SUMMARY OF THE COMPANY

This summary highlights selected information related to this offering. This summary does not contain all the information that you should consider before deciding to participate in the Tender Offer. You should read the entire Offer to Purchase carefully, including the information presented under “Risk Factors” before making a decision to participate in the Tender Offer.

Overview

We are a retail company with a century-long legacy. Our business model consolidates a variety of platforms (digital, physical, fulfillment, fintech and advertisements) as well as an “innovation engine.” Through our strategic business model, we seek to deliver a tailored consumer experience that emphasizes convenience for each of our customer profiles. Throughout our operating history, we believe that we have built an asset base that strengthens our strategy and enables us to achieve profitability.

SUMMARY OF THE TENDER OFFER

The following summary is not complete and is qualified in its entirety by reference to, and should be read in conjunction with, the information appearing elsewhere in this Offer to Purchase. Each of the capitalized terms used in this summary and not defined herein has the meaning set forth elsewhere in this Offer to Purchase.

The Company	Americanas S.A.
The Notes	• 4.750% Senior Notes due 2030 issued by JSM Global S.à r.l. (the “<i>JSM Global</i>”) (CUSIP: 46592B AA0 (Rule 144A); L5788A AA9 (Reg S)) (the “<i>JSM Original Notes</i>”); • 4.750% Senior Notes due 2030 issued by JSM Global (CUSIP: 46592B AB8 (Rule 144A); L5788A AB7 (Reg S)) (the “<i>JSM Option 1 Notes</i>”); • 4.750% Senior Notes due 2030 issued by JSM Global (CUSIP: 46592B AC6 (Rule 144A); L5788A AC5 (Reg S)) (the “<i>JSM Option 2 Notes</i>”); • 4.375% Senior Notes due 2030 issued by B2W Digital Lux S.à r.l. (the “<i>B2W Digital</i>”) (CUSIP: 05609A AA9 (Rule 144A); L0527Q AA1 (Reg S)) (the “<i>B2W Original Notes</i>”); • 4.375% Senior Notes due 2030 issued by B2W Digital (CUSIP: 05609A AB7 (Rule 144A); L0527Q AB9 (Reg S)) (the “<i>B2W Option 1 Notes</i>”); and • 4.375% Senior Notes due 2030 issued by B2W Digital (CUSIP: 05609A AC5 (Rule 144A); L0527Q AC7 (Reg S)) (the “<i>B2W Option 2 Notes</i>”).
The Tender Consideration	The Tender Consideration for each U.S.\$1,000 principal amount of a Holder’s Notes that are validly tendered (and not validly withdrawn) and accepted for purchase will be equal to such Holder’s Accepted Bid Price (as defined below), as determined pursuant to a “reverse Bid Tender” procedure described herein. The Tender Consideration will be payable in cash in U.S. dollars on the RJ Closing Date (as defined below).
Bid Price, Minimum Price/Maximum Price and Accepted Bid Price Range	The Tender Offer is being conducted, and purchase price for Notes will be determined, pursuant to a “reverse Bid Tender” procedure described herein until the applicable Expiration Time. If you elect to participate in the Tender Offer prior to the Expiration Time, you must specify the minimum purchase price (your “<i>Bid Price</i>”) that you would be willing to receive as the consideration in exchange for each U.S.\$1,000 in principal amount of Notes you choose to tender in the Tender Offer (the “<i>Tender Consideration</i>”) and such election and Bid Price must be submitted at or prior to the applicable Expiration Time. To the extent you participate in the Tender Offer at or prior to the applicable Expiration Time, the Bid Price that you specify for each U.S.\$1,000 in principal amount of Notes must be at least U.S.\$0.01 (the “<i>Minimum Price</i>”) but not greater than U.S.\$300.00 (the “<i>Maximum Price</i>”) (such range, the “<i>Accepted Bid Price Range</i>”). All Bid Prices must be submitted in increments of U.S.\$0.01. All Holders that tender Notes in the Tender Offer prior to the Expiration Time must specify a Bid Price. The tender of Notes prior to the Expiration Time by any Holder who fails to specify a Bid Price will be disregarded. In addition, tenders of Notes outside of the Accepted Bid Price Range will not be accepted. As a result, the Bid Price you specify must be within the Accepted Bid Price Range. Whether and to what extent your tendered Notes are accepted for purchase in the Tender Offer will depend upon how the Bid Price specified by you compares to Bid Prices specified by other tendering Holders in the Tender Offer

and other tendering Auction Creditors in the Brazilian Auction. Specifically, on or prior to May 26, 2024, the RJ Court will compare all of the Bid Prices received at or prior to the Expiration Time and set the order of priority of Notes to be accepted for purchase based on the lowest Bid Price to the highest Bid Price, in each case, subject to the Accepted Bid Price Range and the Maximum Amount.

Change of Bid Price,
Withdrawal/Revocation and Expiration
Time

A Holder cannot change its Bid Price with respect to Notes already tendered, but a Holder may validly withdraw previously tendered Notes and validly re-tender them with a new Bid Price at or prior to the Expiration Time. However, after the Expiration Time, a Holder's tendered Notes may not be withdrawn and such Holder's Bid Price may not be changed after that time. Tenders of Notes pursuant to the Tender Offer may be validly withdrawn at any time prior to the Expiration Time by following the procedures described herein under the caption "Procedures for Tendering Notes—Withdrawal of Tenders."

In the event of a termination of the Tender Offer, Notes tendered pursuant to the Tender Offer will be promptly returned to the tendering Holders.

Proration

Holders of Notes who elect to participate in the Tender Offer may be subject to proration. Subject to the terms of the RJ Plan, if more than one Holder or Auction Creditor is deemed a winner of the Global Auction (i.e., Holders and/or Auction Creditors submitted identical winning Bid Prices), and if the Maximum Amount is not sufficient to pay in full all winning Holders and Auction Creditors, payment to such Holders and Auction Creditors will be made on a *pro rata* basis pursuant to the RJ Plan. Any Holder whose Notes are validly tendered (and not withdrawn) at or prior to the Expiration Time and are accepted in the Tender Offer will receive the Bid Price specified by such Holder on the Settlement Date. All tenders of Notes with a Bid Price resulting in an Aggregate Purchase Price in excess of the Maximum Amount, as well as any Notes subject to proration, will be rejected from the Tender Offer and such Notes will be promptly returned to their Holders. See "Description of the Tender Offer."

Minimum Denominations.....

Notes may be tendered only in principal amounts equal to minimum denominations of U.S.\$200,000 and integral multiples of U.S.\$1,000 in excess thereof. Holders who do not tender all of their Notes for cash must ensure that they retain a principal amount of the Notes amounting to at least the minimum denomination. If proration causes the Company to return less than the minimum denomination to any Holder, then the Company will, at its option, either accept all or reject all of the tendered amount of such Holder's tendered Notes such that it holds either no Notes or at least the minimum denomination of Notes following the consummation of the Tender Offer.

In addition, to avoid purchases of Notes in principal amounts other than integral multiples of U.S.\$1,000, if necessary, we will make appropriate adjustments to the nearest U.S.\$1,000 principal amount with respect to each Holder who is subject to proration. All Notes not accepted as a result of proration will be rejected from the Tender Offer, and will be promptly returned to the tendering Holder.

Tendering Notes

In order to have Notes accepted for purchase pursuant to the Tender Offer, a Holder must (i) validly (or have its broker, dealer, custodian bank or other nominee, as applicable) tender (and not validly withdraw) its Notes pursuant to the Automated Tender Offer Program ("ATOP") of The Depository Trust Company ("DTC") at or prior to the Expiration Time and (ii) validly deliver to the D.F. King & Co., Inc. ("D.F. King"), as tender agent (the "Tender Agent") via e-mail at americanas@dfking.com a properly completed bid price form in the form attached as Appendix A to this Offer to Purchase (the "Bid Form") at

or prior to the Expiration Time. The Bid Form may be accessed at www.dfking.com/americanas.

As described above, in order to validly submit a bid in the Tender Offer, Holders must both make their election in ATOP and deliver their Bid Form prior to the Expiration Time. Failure to timely deliver a Bid Form, will result in such Holder being deemed to not have validly tendered its Notes in the Tender Offer.

Accrued and Unpaid Interest	Pursuant to the terms of the RJ Plan, interest on the Notes ceased to accrue on the RJ Filing Date. Accordingly, the amount of accrued and unpaid interest per U.S.\$1,000 principal amount of each of: (i) JSM Original Notes, JSM Option 1 Notes and JSM Option 2 Notes is approximately U.S.\$11.10; and (ii) B2W Original Notes, B2W Option 1 Notes and B2W Option 2 Notes is approximately U.S.\$2.82 (such accrued and unpaid interest amount per U.S.\$1,000 principal amount of each such series of Notes, the “ <i>Accrued Interest</i> ”). The total consideration to be received by Holders pursuant to the RJ Plan on the RJ Closing Date shall include payment of a corresponding amount of Accrued Interest <i>times</i> (i) such Holder’s Accepted Bid Price <i>divided by</i> (ii) U.S.\$1,000.
Expiration Time.....	The Tender Offer expires at 5:00 p.m., New York time, on April 26, 2024, unless extended or earlier terminated by us in our sole discretion (such time and date, as the same may be extended for the Tender Offer.
Default Consideration.....	Notes that are tendered by Holders after the Expiration Time will, pursuant to the terms of the RJ Plan, be automatically cancelled and novated with a right to receive from the Company on January 31, 2044, a U.S.\$200 cash payment plus 20% of the Accrued Interest (the “ <i>Default Consideration</i> ”), for each U.S.\$1,000 principal amount of Notes. In addition, to the extent a Holder’s Notes are not accepted for purchase pursuant to the terms of the Tender Offer, then such Notes will, pursuant to the terms of the RJ Plan, be automatically cancelled and novated with a right to receive Default Consideration.
Settlement Date	Subject to the terms of the RJ Plan, the Maximum Amount and the satisfaction or waiver of the conditions to the Tender Offer, we will purchase the Notes that have been validly tendered in the Tender Offer at or prior to the Expiration Time and that we choose to accept for purchase after May 26, 2024 but no later than July 26, 2024 (the settlement date of such purchase being referred to as the “ <i>Settlement Date</i> ”).
Non-Litigation Commitment	In accordance with the RJ Plan, Holders who elect to participate in the Tender Offer will be deemed to have agreed with, and be subject to, a non-litigation commitment (such commitment, the “ <i>Non-Litigation Commitment</i> ”) as described in “Procedures for Tendering Notes—Representations, Warranties and Undertakings” and set out in the Bid Form.
Conditions to Consummation of the Tender Offer and RJ Closing Date	Notwithstanding any other provision of the Tender Offer, our obligation to accept tendered Notes is subject to, and conditioned upon, the satisfaction or waiver of the conditions set forth under “Conditions to Consummation of the Tender Offer and RJ Closing Date.” In particular, the occurrence of the RJ Closing Date is conditioned upon the U.S. Bankruptcy Court entering the U.S. Enforcement Order. No assurance can be given that these and any other conditions will be satisfied or waived. For additional information, see “Risk Factors—Risks Relating to the Tender Offer.”
Procedures for Tendering Notes	Each Holder who wishes to participate in the Tender Offer must comply with the procedures for tendering Notes described under “Procedures for Tendering Notes.”

Tax Considerations.....	For a discussion of certain Brazilian and United States income tax considerations of the Tender Offer, see “Certain Income Tax Considerations.”
Tender Agent.....	D.F. King & Co., Inc. is acting as Tender Agent for the Tender Offer. Its address and telephone number are set forth on the back cover page of this Offer to Purchase.
Subscription Agent.....	D.F. King & Co., Inc. is also acting as Subscription Agent for the Tender Offer. Its address and telephone numbers are set forth on the back cover page of this Offer to Purchase.
Information Agent.....	D.F. King & Co., Inc. is also acting as Information Agent for the Tender Offer. Its address and telephone numbers are set forth on the back cover page of this Offer to Purchase.
Tabulation Agent.....	D.F. King & Co., Inc. is also acting as Tabulation Agent for the Tender Offer. Its address and telephone numbers are set forth on the back cover page of this Offer to Purchase.
Risk Factors.....	See “Risk Factors” for a discussion of factors you should carefully consider before deciding to participate in the Tender Offer.

RISK FACTORS

An investment in our securities involves a high degree of risk. You should carefully consider the risks and uncertainties described below and the other information in this offering memorandum before deciding to participate in this offering. The risks described below are not the only ones facing us or investments in Brazil in general, but are the risks that we currently consider material. Business, financial condition or results of operations could be materially adversely affected by any of these risks. Additional risks not presently known to us or that we currently deem immaterial may also impair our business operations.

For purposes of this section, when we state that a risk, uncertainty or problem may, could or will have “material adverse effect/“adverse effect” on us or materially adversely affect/“adversely affect” us, we mean that the risk, uncertainty or problem could have an adverse effect on our business, financial condition, results of operations, cash flow, prospects, reputation and/or the price of our securities, except as otherwise indicated. You should view similar expressions in this section as having similar meaning.

Risks Relating to our Restructuring

The RJ Plan may be modified pursuant to Brazilian Bankruptcy Law.

The RJ Plan may be modified pursuant to Brazilian Bankruptcy Law or by order of the RJ Court to the extent the RJ Court determines that any of the proposed terms are unlawful.

By electing to participate in the Tender Offer, you represent and agree that you understand that the terms of the RJ Plan may be amended without your consent.

If we fail to comply with the conditions set forth in the RJ Plan, the restructuring proceeding may be terminated and we may be declared bankrupt under Brazilian Bankruptcy Law.

If any conditions for the effectiveness of the RJ Plan are not met (a “*Termination Condition*”), the RJ Plan will be automatically terminated, unless the unsecured creditors through adherence agreements or by resolution of a meeting of creditors called for this purpose approve a waiver of, or changes to, all or any part of the Termination Conditions, subject to, as the case may be, the express consent of the RJ Debtors.

If the RJ Plan is terminated, it will be incumbent upon the general meeting of creditors to deliberate in respect of (1) the approval of, or any changes to, the RJ Plan that may be proposed by the Company, (2) the submission of any alternative judicial reorganization plan by the creditors if the RJ Plan (or any amendment to the RJ Plan) proposed by the RJ Debtors is not approved at the general meeting of creditors pursuant to Brazilian Bankruptcy Law, or (3) the bankruptcy of the Company by decree of the RJ Court.

In the event that the Plan is terminated, we cannot predict (1) whether our creditors will to agree on a modification of the RJ Plan that will garner sufficient support from our creditors and be confirmed by the RJ Court, (2) what modifications the RJ Plan may suffer and the impact of these modifications on our company, or (3) whether our creditors would seek, or the RJ Court would determine *sua sponte*, to declare the RJ Debtors bankrupt, a determination under Brazilian law that is generally followed by a liquidation of the debtors. The termination of the RJ Plan and the materialization of any of these events after such termination would materially adversely affect us, including in relation to our ability to operate as a going concern.

Risks Relating to the Tender Offer

You must comply with the procedures set forth in this Offer to Purchase in order to tender your Notes for purchase.

Holders who wish to make a valid election with respect to the Tender Offer must act promptly. In order to have Notes accepted for purchased pursuant to the Tender Offer, a Holder must (i) validly (or have its broker, dealer, custodian bank or other nominee, as applicable) tender (and not validly withdraw) its Notes pursuant to the DTC’s ATOP at or prior to the Expiration Time and (ii) validly deliver to the Subscription Agent via e-mail at americanas@dfking.com a properly completed Bid Form at or prior to the Expiration Time. The Bid Form may be accessed at www.dfking.com/americanas.

Therefore, Holders who would like to participate in the Tender Offer should be sure to allow enough time for the necessary documents to be timely received by the Subscription Agent. We have sole discretion to determine whether a Holder’s election to participate in the Tender Offer follows the proper procedures. You bear the risk of delivery of all documents, and neither we nor the Subscription Agent has any responsibility for such documents.

The Tender Offer is subject to conditions, and may be cancelled, delayed or amended.

The consummation of the Tender Offer is subject to the satisfaction or waiver of a number of conditions as set forth in this Offer to Purchase. Subject to applicable laws, including the Brazilian Bankruptcy Law, and the RJ Plan, we have the right to terminate or withdraw the Tender Offer. Even if the Tender Offer is consummated, it may not be consummated on the timetable set forth at the beginning of this Offer to Purchase. If the Tender Offer is terminated or cancelled for any reason, then we will not pay the Tender Consideration.

We may amend or make changes to the terms of the Tender Offer or modify the deadlines set forth herein (including the Expiration Time, the Withdrawal Deadline, the Settlement Date and the RJ Closing Date) at any time, and we may amend or waive the terms of the Tender Offer for any reason, subject to applicable laws, including the Brazilian Bankruptcy Law, and the RJ Plan.

The Tender Consideration that each Holder that tenders their Notes in the Tender Offer will receive is subject to proration.

Subject to the terms of the RJ Plan, if the Maximum Amount is not sufficient to pay all Holders and other Auction Creditors in full, payment to the Holders will be made *pro rata* based on such Holder's Pro Rata Share. Accordingly, the total amount of Tender Consideration that each Holder that participates in the Tender Offer will receive will depend on the total number of Holders and Auction Creditors that participate in the Global Auction and the aggregate principal amount of Notes tendered in connection with the Tender. To the extent a significant number of Holders and Auction Creditors elect to tender Notes in the Tender Offer, the Tender Consideration that each Holder effectively receives may be substantially less than the corresponding principal amount of Notes tendered by such Holder.

Moreover, whether and to what extent your tendered Notes are accepted for purchase in the Tender Offer will depend upon how the Bid Price specified by you compares to Bid Prices specified by other tendering Holders in the Tender Offer and other tendering Auction Creditors in the Brazilian Auction. Accordingly, it is possible that none of the Notes you tender will be accepted for purchase in the Tender Offer.

We are not making a recommendation as to whether you should participate in the Tender Offer.

None of the Company, the Tender Agent, the Tabulation Agent, the Information Agent, the Subscription Agent or the Trustee or any affiliate of them is making any recommendation to any Holder whether to tender or refrain from tendering any or all of such Holder's Notes and none of them has authorized any person to make any such recommendation. The consideration offered to purchase the Notes does not reflect any independent valuation of the Notes and does not take into account events or changes in the financial markets (including interest rates) after the commencement of the Tender Offer. The Company has not obtained or requested a fairness opinion from any banking or other firm as to the fairness of the consideration offered for the Notes. Holders are urged to evaluate carefully all information in this Offer to Purchase, consult their own legal, investment and tax advisors and make their own decisions whether to tender Notes for purchase.

DESCRIPTION OF THE TENDER OFFER

You should carefully consider the risks and uncertainties described below and other information included in this Offer to Purchase before you decide to tender your Notes in the Tender Offer.

Tender Offer; Consideration; Settlement Date

The Company is hereby making an offer (the “*Tender Offer*”) to holders (each, a “*Holder*” and collectively, the “*Holders*”) of the outstanding:

- 4.750% Senior Notes due 2030 issued by JSM Global S.à r.l. (the “*JSM Global*”) (CUSIP: 46592B AA0 (Rule 144A); L5788A AA9 (Reg S)) (the “*JSM Original Notes*”);
- 4.750% Senior Notes due 2030 issued by JSM Global (CUSIP: 46592B AB8 (Rule 144A); L5788A AB7 (Reg S)) (the “*JSM Option 1 Notes*”);
- 4.750% Senior Notes due 2030 issued by JSM Global (CUSIP: 46592B AC6 (Rule 144A); L5788A AC5 (Reg S)) (the “*JSM Option 2 Notes*”);
- 4.375% Senior Notes due 2030 issued by B2W Digital Lux S.à r.l. (the “*B2W Digital*”) (CUSIP: 05609A AA9 (Rule 144A); L0527Q AA1 (Reg S)) (the “*B2W Original Notes*”);
- 4.375% Senior Notes due 2030 issued by B2W Digital (CUSIP: 05609A AB7 (Rule 144A); L0527Q AB9 (Reg S)) (the “*B2W Option 1 Notes*”); and

4.375% Senior Notes due 2030 issued by B2W Digital (CUSIP: 05609A AC5 (Rule 144A); L0527Q AC7 (Reg S)) (the “*B2W Option 2 Notes*”).

(being the JSM Original Notes, JSM Option 1 Notes, JSM Option 2 Notes, B2W Original Notes, B2W Option 1 Notes and B2W Option 2 Notes, collectively, the “*Notes*”) to purchase, for cash, up to an aggregate principal amount of Notes that will not result in the Aggregate Purchase Price (as defined below) validly tendered (and not validly withdrawn) and accepted for purchase in the Global Auction (as defined below) exceeding the Maximum Amount (as defined below).

The Tender Consideration for each U.S.\$1,000 principal amount of a Holder’s Notes that are validly tendered (and not validly withdrawn) and accepted for purchase will be equal to such Holder’s Accepted Bid Price (as defined below), as determined pursuant to a “reverse Bid Tender” procedure described herein. The Tender Consideration will be payable in cash in U.S. dollars on the RJ Closing Date (as defined below). Subject to the terms of the RJ Plan, the Maximum Amount and the satisfaction or waiver of the conditions to the Tender Offer, we will purchase the Notes that have been validly tendered in the Tender Offer at or prior to the Expiration Time and that we choose to accept for purchase after May 26, 2024 but no later than July 26, 2024 (the settlement date of such purchase being referred to as the “*Settlement Date*”).

Notes	Title of Securities	CUSIP/ISIN (Rule 144A; Reg S)	Outstanding Principal Amount	Tender Consideration (Accepted Bid Price Range) ⁽²⁾⁽³⁾
JSM Original Notes	4.750% Senior Notes due 2030	46592BAA0 / US46592BAA08; L5788AAA9 / USL5788AAA99	U.S.\$38.88 million ⁽¹⁾	U.S.\$0.01 to U.S.\$300.00
JSM Option 1 Notes	4.750% Senior Notes due 2030 ⁽⁴⁾	46592BAB8 / US46592BAB80; L5788AAB7 / USL5788AAB72	U.S.\$16.23 million	U.S.\$0.01 to U.S.\$300.00
JSM Option 2 Notes	4.750% Senior Notes due 2030 ⁽⁴⁾	46592BAC6 / US46592BAC63; L5788AAC5 / USL5788AAC55	U.S.\$342.77 million	U.S.\$0.01 to U.S.\$300.00
B2W Original Notes	4.375% Senior Notes due 2030	05609AAA9 / US05609AAA97; L0527QAA1 / USL0527QAA15	U.S.\$38.75 million ⁽¹⁾	U.S.\$0.01 to U.S.\$300.00
B2W Option 1 Notes	4.375% Senior Notes due 2030 ⁽⁵⁾	05609AAB7 / US05609AAB70; L0527QAB9 / USL0527QAB97	U.S.\$20.47 million	U.S.\$0.01 to U.S.\$300.00
B2W Option 2 Notes	4.375% Senior Notes due 2030 ⁽⁵⁾	05609AAC5 / US05609AAC53; L0527QAC7 / USL0527QAC70	U.S.\$289.79 million	U.S.\$0.01 to U.S.\$300.00

(4) Excludes U.S.\$253.1 million aggregate principal amount of notes held in uncertificated form by certain Holders that executed the RSA (as defined below) and have elected Option 2, who shall also be separately entitled to participate in the Global Auction.

(5) Consideration in the form of cash per U.S.\$1,000 principal amount of Notes that are validly tendered (and not validly withdrawn) at or prior to the Expiration Time.

(6) Excludes Accrued Interest (as defined below), if any, which will be paid in addition to the applicable Tender Consideration in amount equal to the Accrued Interest times (i) such Holder’s Accepted Bid Price divided by (ii) U.S.\$1,000.

Our Restructuring

The Tender Offer is being conducted as part of our judicial reorganization (the “*Restructuring*”), which commenced on January 19, 2023 (the “*RJ Filing Date*”). On such date we and certain of our subsidiaries (collectively with the Company, the “*RJ Debtors*”) jointly filed for judicial reorganization (*recuperação judicial*) (the “*RJ Proceeding*”) pursuant to Brazilian Bankruptcy Law No. 11,101 of February 9, 2005 (the “*Brazilian Bankruptcy Law*”) before the 4th Business Court of Judicial District of the Capital of the State of Rio de Janeiro (the “*RJ Court*”). On December 19, 2023, creditors of the RJ Debtors approved our judicial reorganization plan (the “*RJ Plan*”) at the general creditors’ meeting (the “*GCM*”). The RJ Debtors intend to implement the Restructuring through the RJ Proceeding and any other insolvency proceedings that are reasonably necessary to implement the Restructuring in other jurisdictions (the “*Ancillary Proceedings*” and, together with the RJ Proceeding, the “*Restructuring Proceedings*”), including proceedings seeking recognition of the RJ Proceeding under Chapter 15 of Title 11 of the United States Code (such title, the “*Bankruptcy Code*”) in the U.S. On February 27, 2024, the RJ Court confirmed the RJ Plan.

Global Auction

Pursuant to the RJ Plan, concurrently with the Tender Offer, the Company is conducting a separate offer (the “*Brazilian Auction*” and together with the Tender Offer, the “*Global Auction*”) that is being made available to certain other creditors of the Company and its subsidiaries (the “*Auction Creditors*”). The aggregate consideration, including applicable Accrued Interest, to be paid (such aggregate consideration, the “*Aggregate Purchase Price*”), in connection with the Global Auction is subject to a maximum amount equal of R\$2.0 billion (such amount, as may be adjusted pursuant to the RJ Plan, the “*Maximum Amount*”), which, with respect to Holders, shall be calculated taking into consideration the U.S. Dollar Equivalent Amount (as defined below). The “*U.S. Dollar Equivalent Amount*” means, (x) with respect to any pre-petition unsecured claims denominated in Brazilian *reais*, the amount of such pre-petition unsecured claims *multiplied* by the closing rate for Brazilian *reais* over the sale closing rate of the U.S. Dollar (*PTAX*), in each case, published by the Brazilian Central Bank on its website on the last business day (as such term is defined in the RJ Plan) preceding the Expiration Time, (y) with respect to any pre-petition unsecured claims denominated in U.S. Dollars, the principal amount of such pre-petition unsecured claims.

Bid Price, Minimum Price/Maximum Price and Accepted Bid Price Range

The Tender Offer is being conducted, and purchase price for Notes will be determined, pursuant to a “reverse Bid Tender” procedure described herein until the applicable Expiration Time. If you elect to participate in the Tender Offer prior to the Expiration Time, you must specify the minimum purchase price (your “*Bid Price*”) that you would be willing to receive as the consideration in exchange for each U.S.\$1,000 in principal amount of Notes you choose to tender in the Tender Offer (the “*Tender Consideration*”) and such election and Bid Price must be submitted at or prior to the applicable Expiration Time. To the extent you participate in the Tender Offer at or prior to the applicable Expiration Time, the Bid Price that you specify for each U.S.\$1,000 in principal amount of Notes must be at least U.S.\$0.01 (the “*Minimum Price*”) but not greater than U.S.\$300.00 (the “*Maximum Price*”) (such range, the “*Accepted Bid Price Range*”). All Bid Prices must be submitted in increments of U.S.\$0.01. **All Holders that tender Notes in the Tender Offer prior to the Expiration Time must specify a Bid Price. The tender of Notes prior to the Expiration Time by any Holder who fails to specify a Bid Price will be disregarded.** In addition, tenders of Notes outside of the Accepted Bid Price Range will not be accepted. As a result, the Bid Price you specify must be within the Accepted Bid Price Range.

Whether and to what extent your tendered Notes are accepted for purchase in the Tender Offer will depend upon how the Bid Price specified by you compares to Bid Prices specified by other tendering Holders in the Tender Offer and other tendering Auction Creditors in the Brazilian Auction. Specifically, on or prior to May 26, 2024, the RJ Court will compare all of the Bid Prices received at or prior to the Expiration Time and set the order of priority of Notes to be accepted for purchase based on the lowest Bid Price to the highest Bid Price, in each case, subject to the Accepted Bid Price Range and the Maximum Amount.

Expiration Time

The Tender Offer expires at 5:00 p.m., New York time, on April 26, 2024, unless extended or earlier terminated by us in our sole discretion (such time and date, as the same may be extended for the Tender Offer, the “*Expiration Time*”). In order for a Holder to be eligible to receive the applicable Tender Consideration for their Notes (as defined below), such Holder must both (i) validly tender (and not validly withdraw) such Notes and (ii) submit a completed Bid Form to the Tender Agent, in each case at or prior to the Expiration Time.

Change of Bid Price, Withdrawal/Revocation and Expiration Time

A Holder cannot change its Bid Price with respect to Notes already tendered, but a Holder may validly withdraw previously tendered Notes and validly re-tender them with a new Bid Price at or prior to the Expiration Time. However, after the Expiration Time, a Holder's tendered Notes may not be withdrawn and such Holder's Bid Price may not be changed after that time. Tenders of Notes pursuant to the Tender Offer may be validly withdrawn at any time prior to the Expiration Time by following the procedures described herein under the caption "Procedures for Tendering Notes—Withdrawal of Tenders."

In the event of a termination of the Tender Offer, Notes tendered pursuant to the Tender Offer will be promptly returned to the tendering Holders.

Proration

Holders of Notes who elect to participate in the Tender Offer may be subject to proration. Subject to the terms of the RJ Plan, if more than one Holder or Auction Creditor is deemed a winner of the Global Auction (i.e., Holders and/or Auction Creditors submitted identical winning Bid Prices), and if the Maximum Amount is not sufficient to pay in full all winning Holders and Auction Creditors, payment to such Holders and Auction Creditors will be made on a *pro rata* basis pursuant to the RJ Plan. Any Holder whose Notes are validly tendered (and not withdrawn) at or prior to the Expiration Time and are accepted in the Tender Offer will receive the Bid Price specified by such Holder on the Settlement Date. All tenders of Notes with a Bid Price resulting in an Aggregate Purchase Price in excess of the Maximum Amount, as well as any Notes subject to proration, will be rejected from the Tender Offer and such Notes will be promptly returned to their Holders. See "Description of the Tender Offer."

Minimum Denominations

Notes may be tendered only in principal amounts equal to minimum denominations of U.S.\$200,000 and integral multiples of U.S.\$1,000 in excess thereof. Holders who do not tender all of their Notes for cash must ensure that they retain a principal amount of the Notes amounting to at least the minimum denomination. If proration causes the Company to return less than the minimum denomination to any Holder, then the Company will, at its option, either accept all or reject all of the tendered amount of such Holder's tendered Notes such that it holds either no Notes or at least the minimum denomination of Notes following the consummation of the Tender Offer.

In addition, to avoid purchases of Notes in principal amounts other than integral multiples of U.S.\$1,000, if necessary, we will make appropriate adjustments to the nearest U.S.\$1,000 principal amount with respect to each Holder who is subject to proration. All Notes not accepted as a result of proration will be rejected from the Tender Offer, and will be promptly returned to the tendering Holder.

Tendering Notes

In order to have Notes accepted for purchase pursuant to the Tender Offer, a Holder must (i) validly (or have its broker, dealer, custodian bank or other nominee, as applicable) tender (and not validly withdraw) its Notes pursuant to the Automated Tender Offer Program ("ATOP") of The Depository Trust Company ("DTC") at or prior to the Expiration Time and (ii) validly deliver to the D.F. King & Co., Inc. ("D.F. King"), as tender agent (the "*Tender Agent*") via e-mail at americanas@dfking.com a properly completed bid price form in the form attached as Appendix A to this Offer to Purchase (the "*Bid Form*") at or prior to the Expiration Time. The Bid Form may be accessed at www.dfking.com/americanas.

As described above, in order to validly submit a bid in the Tender Offer, Holders must both make their election in ATOP and deliver their Bid Form prior to the Expiration Time. Failure to timely deliver a Bid Form, will result in such Holder being deemed to not have validly tendered its Notes in the Tender Offer.

Default Consideration

Notes that are tendered by Holders after the Expiration Time will, pursuant to the terms of the RJ Plan, be automatically cancelled and novated with a right to receive from the Company on January 31, 2044, a U.S.\$200 cash payment plus 20% of the Accrued Interest (the "*Default Consideration*"), for each U.S.\$1,000 principal amount of Notes. In addition, to the extent

a Holder's Notes are not accepted for purchase pursuant to the terms of the Tender Offer, then such Notes will, pursuant to the terms of the RJ Plan, be automatically cancelled and novated with a right to receive Default Consideration.

Accrued and Unpaid Interest

Pursuant to the terms of the RJ Plan, interest on the Notes ceased to accrue on the RJ Filing Date. Accordingly, the amount of accrued and unpaid interest per U.S.\$1,000 principal amount of each of: (i) JSM Original Notes, JSM Option 1 Notes and JSM Option 2 Notes is approximately U.S.\$11.10; and (ii) B2W Original Notes, B2W Option 1 Notes and B2W Option 2 Notes is approximately U.S.\$2.82 (such accrued and unpaid interest amount per U.S.\$1,000 principal amount of each such series of Notes, the "*Accrued Interest*"). The total consideration to be received by Holders pursuant to the RJ Plan on the RJ Closing Date shall include payment of a corresponding amount of Accrued Interest *times* (i) such Holder's Accepted Bid Price *divided by* (ii) U.S.\$1,000.

Non-Litigation Commitment

In accordance with the RJ Plan, Holders who elect to participate in the Tender Offer will be deemed to have agreed with, and be subject to, a non-litigation commitment (such commitment, the "*Non-Litigation Commitment*") as described in "Procedures for Tendering Notes—Representations, Warranties and Undertakings" and set out in the Bid Form.

Acceptance of and Payment for/Tender of Notes

For purposes of the Tender Offer, tendered Notes will be deemed to have been accepted for purchase, if, as and when we give oral or written notice thereof to the Tender Agent.

We expressly reserve the right, in our sole discretion and subject to Rule 14e-1(c) under the Exchange Act, to delay acceptance for the purchase of Notes in order to comply, in whole or in part, with any applicable law. See "Conditions to Consummation of the Tender Offer." In all cases, payment by the Tender Agent or DTC to Holders or beneficial owners of the Tender Consideration for Notes purchased pursuant to the Tender Offer will be made only after such Notes are validly tendered and received by the Tender Agent pursuant to the procedures set forth under "Procedures for Tendering Notes."

Tendering Holders will not be obligated to pay brokerage fees or commissions to the Company, the Tender Agent, the Tabulation Agent, the Information Agent, the Subscription Agent or the Trustee. However, such Holders may be obligated to pay commissions or other payments to their own brokers, custodians or other agents.

We reserve the right to transfer or assign, in whole at any time or in part from time to time, to one or more affiliates, the right to purchase Notes tendered pursuant to the Tender Offer, but any such transfer or assignment will not relieve us of our obligations under the Tender Offer or prejudice the rights of tendering Holders to receive payment of the Tender Consideration for Notes validly tendered (and not validly withdrawn) pursuant to the Tender Offer and accepted for purchase by us, subject to the terms and conditions of the Tender Offer.

Conditions to Consummation of the Tender Offer and RJ Closing Date

Notwithstanding any other provision of the Tender Offer, our obligation to accept tendered Notes is subject to, and conditioned upon, the satisfaction or waiver of the conditions set forth under "Conditions to Consummation of the Tender Offer and RJ Closing Date." In particular, the occurrence of the RJ Closing Date is conditioned upon the U.S. Bankruptcy Court entering the U.S. Enforcement Order. No assurance can be given that these and any other conditions will be satisfied or waived. For additional information, see "Risk Factors—Risks Relating to the Tender Offer."

Moreover, to the extent we are legally permitted to do so and pursuant to the terms of the RJ Plan, we expressly reserve the absolute right, in our sole discretion, at any time (i) to waive any condition to the Tender Offer; (ii) to amend any of the terms of the Tender Offer; (iii) to terminate the Tender Offer; (iv) to increase or modify the Maximum Amount; (v) to extend the Withdrawal Deadline; (vi) to extend or amend the Expiration Time; or (vii) to modify the Tender Consideration, in each case (other than clause (v)) without extending the Withdrawal Deadline or otherwise reinstating withdrawal rights of Holders. The foregoing rights are in addition to the right to delay the acceptance for purchase of Notes tendered pursuant to the Tender Offer, as applicable, subject to Rule 14e-1 under the U.S. Securities Exchange Act of 1934, as amended (the "*Exchange Act*"). Unless otherwise provided, any waiver, amendment, modification or termination of the Tender Offer will apply to all Notes tendered pursuant to the applicable Offer.

No Appraisal or Similar Rights

Neither the RJ Plan, the indentures governing the Notes nor applicable law gives the Holders any appraisal or similar rights to request a court or other person to value their outstanding Notes in connection with the Tender Offer.

CERTAIN CONSIDERATIONS

You should consider carefully the following considerations, in addition to the other information in this Offer to Purchase, before deciding whether to participate in the Tender Offer.

Effect of the Tender Offer on Holders of Notes Tendered and Accepted in the Tender Offer

If your Notes are tendered and accepted, you will receive the Tender Consideration if your Notes were validly tendered (and not validly withdrawn) at or prior to the Expiration Time per U.S.\$1,000 principal amount of Notes tendered and accepted, plus Accrued Interest in an amount of equal to Accrued Interest *times* (i) such Holder's Accepted Bid Price *divided by* (ii) U.S.\$1,000, but you will give up all rights and benefits associated with ownership of such Notes.

The amount of Notes accepted for purchase in the Tender Offer will be limited, because we are only offering to purchase a maximum aggregate principal amount of Notes such that the Maximum Amount is not exceeded. The Tender Consideration per U.S.\$1,000 principal amount will be determined in accordance with the procedures described in this Offer to Purchase. See "Description of the Tender Offer."

Limitations on Ability to Withdraw Notes

Tendered Notes may be withdrawn at any time prior to the Withdrawal Deadline but not thereafter, except to the extent required by applicable law or as provided herein.

The Tender Offer may be Cancelled, Delayed or Amended and the Maximum Amount is Subject to Change

The Company has the right to terminate or withdraw at its sole discretion the Tender Offer if a condition to its obligation to purchase the Notes is not satisfied or waived at or prior to any applicable date. Even if the Tender Offer is consummated, it may not be consummated on the schedule described in this Offer to Purchase. Accordingly, Holders participating in the Tender Offer may have to wait longer than expected to receive their consideration (or to have their Notes returned to them in the event the Company terminates the Tender Offer), during which time such Holders will not be able to effect transfers or sales of their Notes (except in the limited circumstances). In addition, subject to certain limits and the RJ Plan, the Company has the right to amend the terms of the Tender Offer at or prior to the Expiration Time, as applicable. For example, the Company may (but is under no obligation to) increase the Maximum Amount or extend the Expiration Time in its sole discretion and subject to the RJ Plan, in each case, without extending the Withdrawal Deadline or otherwise reinstating withdrawal rights, subject to applicable law. In the event of a change to the Maximum Amount, we also do not currently intend to extend the Withdrawal Deadline or the Expiration Time, unless required by law.

In addition, even though the Expiration Time is April 26, 2024, due the RJ Plan and the RJ Court, the RJ Closing Date may not occur until July 26, 2024. Accordingly, Holders may not receive any Tender Consideration for longer period after the Expiration Time.

Conditions to Consummation of the Tender Offer

The consummation of the Tender Offer is subject to the satisfaction or waiver of certain conditions. See "Conditions to Consummation of the Tender Offer." There can be no assurance that such conditions will be met or satisfied or that the Tender Offer will be consummated.

No Recommendation Is Being Made with Respect to the Tender Offer

None of the Company, the Tender Agent, the Tabulation Agent, the Information Agent, the Subscription Agent or the Trustee or any affiliate of them is making any recommendation to any Holder whether to tender or refrain from tendering any or all of such Holder's Notes and none of them has authorized any person to make any such recommendation. The consideration offered to purchase the Notes does not reflect any independent valuation of the Notes and does not take into account events or changes in the financial markets (including interest rates) after the commencement of the Tender Offer. The Company has not obtained or requested a fairness opinion from any banking or other firm as to the fairness of the consideration offered for the Notes. Holders are urged to evaluate carefully all information in this Offer to Purchase, consult their own legal, investment and tax advisors and make their own decisions whether to tender Notes for purchase.

PROCEDURES FOR TENDERING NOTES

For a Holder to tender Notes validly for cash pursuant to the Tender Offer, such Notes must be transferred pursuant to the procedures for book-entry transfer described below and a confirmation of such book-entry transfer must be received by the Tender Agent at or prior to the Expiration Time in order to receive Tender Consideration. It is your responsibility to validly tender your Notes. A defective tender of Notes (which defect is not waived by the Company or cured by the Holder) will not constitute a valid tender of Notes, and will not entitle the Holder thereof to the Tender Consideration.

If you have any questions or need help in tendering your Notes, please contact the Tender Agent or the Information Agent, whose addresses and telephone numbers are listed on the back cover page of this Offer to Purchase.

All of the Notes were issued in book-entry form, and a substantial portion of the Notes are currently represented by one or more global certificates held for the account of DTC. We have confirmed with DTC that the Notes may be tendered using the ATOP procedures instituted by DTC.

Tender of Notes Held Through a Custodian

Any beneficial owner whose Notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and who wishes to tender Notes should contact the registered Holder promptly and instruct such Holder to tender Notes on such beneficial owner's behalf. Any beneficial owner of Notes held through DTC or its nominee, through authority granted by DTC, may direct the DTC participant through which that beneficial owner's Notes are held in DTC to tender Notes on that beneficial owner's behalf. If such beneficial owner wishes to tender such Notes himself or herself, such beneficial owner must, prior to tendering such Notes, either make appropriate arrangements to register ownership of the Notes in such beneficial owner's name (if permitted) or otherwise follow the procedures described below. The transfer of record ownership (if permitted) may take considerable time.

Beneficial owners should be aware that their broker, dealer, commercial bank, trust company or other nominee may establish its own earlier deadlines for participation in the Tender Offer. Accordingly, beneficial owners wishing to participate in the Tender Offer should contact their broker, dealer, commercial bank, trust company or other nominee as soon as possible in order to determine the times by which such owner must take action in order to participate in the Tender Offer.

Tender of Notes Held Through DTC

To effectively tender Notes that are held through DTC, DTC participants should electronically transmit their acceptance through ATOP (and thereby tender Notes), for which the Tender Offer will be eligible. Upon receipt of such Holder's acceptance through ATOP, DTC will edit and verify the acceptance and send an Agent's Message (as defined below) to the Tender Agent for its acceptance. If you hold your Notes through Clearstream Banking, société anonyme ("*Clearstream*") or Euroclear Bank S.A./N.V., as operator of the Euroclear System ("*Euroclear*"), you must also comply with the applicable procedures of Clearstream or Euroclear, as applicable, in connection with a tender of Notes. Both Clearstream and Euroclear are indirect participants in the DTC system.

The term "*Agent's Message*" means a message, transmitted by DTC to and received by the Tender Agent and forming a part of the Book-Entry Confirmation, which states that DTC has received an express acknowledgment from a tendering participant, which acknowledgment states that such participant has received and agrees to be bound by this Offer to Purchase and the Company may enforce the terms thereof against such participant.

Book-Entry Delivery Procedures

Any financial institution that is a participant in DTC may make book-entry tender of Notes by causing DTC to transfer such Notes into the Tender Agent's account in accordance with DTC's ATOP. Delivery of documents to DTC does not constitute delivery to the Tender Agent. The confirmation of a book-entry transfer into the Tender Agent's account at DTC as described above is referred to herein as a "*Book-Entry Confirmation*."

Representations, Warranties and Undertakings

By submitting a valid electronic acceptance instruction, a Holder represents, warrants and undertakes to the Company and the Tender Agent that:

- (i) the Holder has received and reviewed this Offer to Purchase, understands and agrees to be bound by all the terms of the Tender Offer and has full power and authority to tender the Notes;

- (ii) the Notes are, at the time of acceptance, and will continue to be, until the payment on the RJ Closing Date or the termination or withdrawal of the Tender Offer, or, in the case of Notes in respect of which the tender has been revoked, the date on which such tender is validly revoked, held by it;
- (iii) the Holder acknowledges that all authority conferred or agreed to be conferred pursuant to these representations, warranties and undertakings and every obligation of the Holder shall be binding upon the successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives of the Holder and shall not be affected by, and shall survive, the death or incapacity of the Holder;
- (iv) if Notes are accepted by the Company for payment, the Holder acknowledges that the value date for delivery and receipt will be the Settlement Date;
- (v) the Notes that are the subject of the electronic acceptance instruction will, on the Settlement Date, as applicable, be transferred by the Holder with full title guarantee free from all liens, charges and encumbrances and together with all rights attached thereto;
- (vi) the Holder is not a person to whom it is unlawful to make an offer pursuant to the Tender Offer under applicable securities laws; and
- (vii) subject to and effective upon the acceptance for purchase of, and payment for, the Notes tendered therewith, it (1) irrevocably sells, assigns and transfers to or upon the order of the Company all right, title and interest in and to all Notes tendered thereby, (2) waives any and all other rights with respect to Notes (including, without limitation, the Holder's waiver of any existing, past or future defaults and their consequences in respect of Notes and the Indenture), (3) releases and discharges us from any and all claims the Holder may have now, or may have in the future, arising out of, or related to, Notes, including, without limitation, any claims that the Holder is entitled to receive additional principal or interest payments with respect to Notes or to participate in any redemption or defeasance of Notes and (4) irrevocably constitutes and appoints the Tender Agent as the true and lawful agent and attorney-in-fact of the Holder with respect to any such tendered Notes, with full power of substitution and resubstitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) to (a) deliver certificates representing such Notes, or transfer ownership of such Notes on the account books maintained by DTC, together, in any such case, with all accompanying evidences of transfer and authenticity, to us and (b) present such Notes for transfer on the relevant security register.

Non-Litigation Commitment

In addition, subject to the terms, stipulations and conditions of the RJ Plan, each Holder of Notes that tenders Notes in the Tender Offer represents, warrants and undertakes to the Company and the Tender Agent to (i) suspend or cause the stay of (notwithstanding that the stay may lead to a judgment without prejudice) all ongoing Actions 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 RJ Plan, pursuant to Section 9 of the RJ Plan, and refrain from filing any new Actions against any Exempt Party, and (ii) grant the releases and waivers as set forth in Section 11.3.5 of the RJ Plan, directly, immediately and automatically, upon occurrence of each Release Event, *ipso facto*, with no additional action 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 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 of the RJ Plan. Terms used but not defined in this subsection, have the meaning assigned to them in the RJ Plan.

Withdrawal of Tendered Notes

You may withdraw Notes that you have tendered for purchase at any time before the Withdrawal Deadline but not thereafter, except in certain limited circumstances where additional withdrawal rights are required by law. In order to withdraw outstanding Notes, you have presented for purchase, you must properly submit to the Tender Agent a notice of withdrawal, using the ATOP procedures, prior to the Withdrawal Deadline, assuming no additional withdrawal rights are so required.

For a withdrawal of a tender of Notes to be effective, a notice of withdrawal in the form of a "Request Message" transmitted through ATOP must be received by the Tender Agent prior to the Withdrawal Deadline. Any such notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawn Notes and otherwise

comply with the ATOP procedures. Any Notes validly withdrawn will be deemed to be not validly tendered for purposes of the Tender Offer.

If you withdraw Notes, you will have the right to retender them at or prior to the Expiration Time in accordance with the procedures described above for tendering outstanding Notes, but you will not be eligible to receive the Tender Consideration if you re-tender them after the Expiration Time.

Defects and Irregularities in any Tender or Withdrawal of Notes

We will not be required to pay for Notes tendered pursuant to the Tender Offer unless those Notes are validly tendered and accepted by us for purchase, subject to proration. Similarly, we will be able to retain Notes that have been tendered if you do not validly comply with the procedures to withdraw the Notes. We will have the right to decide whether a tender or withdrawal was made validly and our decision will be conclusive and binding. You should note the following with respect to the Tender Offer:

- if we determine you have not validly tendered your Notes, or have not validly complied with the procedures to withdraw Notes previously tendered, you will have to correct the problem in the time period we determine, unless waived by us;
- none of the Company, the Tender Agent, the Tabulation Agent, the Information Agent, the Subscription Agent or the Trustee or any affiliate of them or any other person will be under any duty to give notice of any defects or irregularities in tenders or withdrawals of Notes, nor will such parties incur any liability to Holders for failure to give any such notice;
- all questions as to the form of all documents and the validity (including time of receipt) and acceptance of all tenders of Notes will be determined by us, in our sole discretion, the determination of which shall be conclusive and binding;
- in the event of any dispute or controversy regarding the Tender Consideration for Notes tendered pursuant to the Tender Offer, our determination shall be conclusive and binding, absent manifest error.
- our interpretations of the terms and conditions of the Tender Offer will be conclusive and binding;
- we reserve the absolute right to reject any or all tenders of Notes that are not in proper form or the acceptance of which would, in our opinion, be unlawful; and
- we have the right, in our sole discretion, to waive any defects, irregularities, conditions of tender or withdrawal as to particular Notes, and we may waive a defect with respect to one Holder and not another.

If we determine you have not validly tendered your Notes and we determine not to waive such defective tender, they will be promptly returned to you at our expense following the Tender Offer via a credit to the appropriate DTC account.

No Guaranteed Delivery

There are no guaranteed delivery provisions applicable to the Tender Offer. Holders wishing to participate in the Tender Offer must tender their Notes in accordance with the procedures set forth in this section prior to the Expiration Time in order to be eligible to receive Tender Consideration.

Other Matters

Notwithstanding any other provision of the Tender Offer, payment of the Tender Consideration in exchange for Notes tendered and accepted for purchase pursuant to the Tender Offer through the Expiration Time will occur only after timely receipt by the Tender Agent of the tendered Notes (or a Book-Entry Confirmation with respect to such Notes), together with an Agent's Message, and any other required documents.

Tenders of Notes pursuant to the procedures described above, and acceptance thereof by the Company, will constitute a binding agreement between each tendering Holder and the Company upon the terms and subject to the conditions of the Tender Offer as set forth in this Offer to Purchase.

CONDITIONS TO CONSUMMATION OF THE TENDER OFFER AND THE RJ CLOSING DATE

The occurrence of the RJ Closing Date is conditioned upon the U.S. Bankruptcy Court entering the U.S. Enforcement Order. No assurance can be given that these and any other conditions will be satisfied or waived. Holders that tender their Notes in the Tender Offer will not receive Tender Consideration until the RJ Closing Date.

Moreover, notwithstanding any other provision of the Tender Offer, our obligation to accept for purchase, and to pay for, any Notes validly tendered and not validly withdrawn pursuant to the Tender Offer is also conditioned upon the non-occurrence (or wavier) of the following or, if we shall have become aware of any of the following or if any of the following exists on the date of this Offer to Purchase, we shall not have become aware of a material worsening of circumstances with respect to any of the following (the “*General Conditions*”):

- any instituted, threatened or pending action, legal or administrative proceeding or investigation (whether formal or informal), or any material adverse development to any action or proceeding currently instituted, threatened or pending, before or by any court, governmental, regulatory or administrative agency or instrumentality, or by any other person that, in our reasonable judgment, either (a) would or might prohibit, prevent, restrict or delay consummation of the Tender Offer, or (b) is, or is reasonably likely to be, materially adverse to our business, operations, properties, condition (financial or otherwise), assets, liabilities or prospects;
- there shall have occurred or be likely to occur any change or development, including, without limitation, any change or development involving a prospective change in or affecting our business or financial affairs, those of our affiliates or our subsidiaries that, in our reasonable judgment, would or might prohibit, prevent, restrict or delay consummation of the Tender Offer or adversely affects our ability to consummate the Tender Offer or to realize the contemplated benefits from the Tender Offer;
- the enactment, proposal or issuance of any law, order, statute, executive order, regulation, stay, decree, judgment, injunction, rule or court order that, in our reasonable judgment, either (a) prohibits, makes illegal or delays the Tender Offer, (b) imposes or confirms material limitations or restrictions on the Tender Offer or the scope, validity or effectiveness of the Company’s ability to acquire or hold or to exercise full rights of ownership of the Notes, (c) renders the Company unable to accept for payment, pay for or purchase some or all of the Notes, or (d) is, or is reasonably likely to be, materially adverse to our business, operations, properties, condition (financial or otherwise), assets, liabilities or prospects;
- the Trustee under any of the indentures governing the Notes objects to the terms of the Tender Offer or the Trustee takes any other action that could, in our reasonable judgment, adversely affect the consummation of the Tender Offer;
- there shall have occurred, in the reasonable judgment of the Company, any (a) general suspension of, or shortening of hours for, or limitation on trading in securities in the U.S. financial or capital markets, the São Paulo Stock Exchange (*B3 S.A. – Brasil, Bolsa, Balcão*) or in the over-the-counter market, (b) material impairment in the trading market for debt securities, (c) declaration of a banking moratorium or any suspension of payments in respect to banks in the United States, Brazil or Europe, whether or not mandatory, (d) limitation (whether or not mandatory) by any government or governmental, administrative or regulatory authority or agency, domestic or foreign, or other event that, in our reasonable judgment, might affect the extension of credit by banks or other lending institutions, (e) material change in United States, Brazil or European currency exchange rate or a general suspension of, or material limitation on, the markets therefor, (f) a commencement of a war or armed hostilities or other national or international calamity directly or indirectly involving the United States or Brazil, or (g) in the case of any of the foregoing existing on the date hereof, a material acceleration or worsening thereof; or
- any material change in the trading price of the Notes or the market for the Notes.

The foregoing conditions are for our sole benefit and may be asserted by us, in our sole discretion, regardless of the circumstances giving rise to any such condition (including any action or inaction on our part). We will have the right (but not the obligation) to waive any of the preceding conditions, including the Financing Condition, and to consummate the Tender Offer. Neither you nor any other person who tenders Notes for purchase will have the ability to prevent us from waiving a condition or will have the ability to withdraw Notes tendered if we waive any of the foregoing conditions. We also have the right to determine whether or not any of the conditions were satisfied and to terminate or extend the Tender Offer if any

condition of the Tender Offer was not satisfied. Our decision as to whether or not a condition was satisfied will be conclusive and binding, and you will have no right to disagree with our conclusions. The Tender Offer is not conditioned upon any minimum principal amount of Notes being tendered.

CERTAIN INCOME TAX CONSIDERATIONS

Certain Brazilian Tax Considerations

The following discussion is a summary of the Brazilian tax considerations relating to the tender of the Notes by an investor resident or domiciled outside Brazil (“Non-Brazilian Holder”). The discussion is based on the tax laws of Brazil as in effect on the date hereof and is subject to any change in Brazilian law that may come into effect after such date, as well as to the possibility that the effect of any such change in Brazilian law may be retroactive and apply to rights created on or prior to the date hereof.

THE INFORMATION SET FORTH BELOW IS INTENDED TO BE A GENERAL DISCUSSION ONLY AND DOES NOT ADDRESS ALL POSSIBLE TAX CONSEQUENCES RELATING TO A TENDER OF THE NOTES. HOLDERS OF THE NOTES SHOULD CONSULT THEIR OWN TAX ADVISERS AS TO THE CONSEQUENCES OF THE RECEIPT OF INTEREST AND THE TENDER, REDEMPTION OR REPAYMENT OF THE NOTES.

Interest or Principal Payments

Generally, a Non-Brazilian Holder is taxed in Brazil only when income is derived from Brazilian sources or gains are realized on the disposition of assets located in Brazil. Therefore, as the issuer of the Notes should not be considered resident of or domiciled in Brazil for tax purposes, any income (including interest, fees, commissions, expenses and any other income payable in respect of the Notes in favor of Non-Brazilian Holders) should not be subject to withholding or deduction in respect of Brazilian income tax or any other taxes, duties, assessments or governmental charges in Brazil; provided that such payments are made with funds held outside Brazil.

If the issuer is not successfully qualified as a non-resident of Brazil and the above position does not prevail in the event of a tax dispute, the amounts remitted abroad could be subject to Brazilian withholding income tax at a rate of up to 25%, *plus* interest and fines.

Gains Realized from Sale or Disposition of the Notes

Capital gains realized on the disposition of assets located in Brazil by a Non-Brazilian Holder to another non-resident are subject to taxation in Brazil, according to Section 26 of Law No. 10,833, enacted December 29, 2003. Based on the fact that the Notes are issued and registered abroad, they should not fall within the definition of assets located in Brazil for purposes of Law No. 10,833. Hence, gains arising from the sale or disposition of the Notes made outside Brazil by a Non-Brazilian Holder in the context of the Tender Offer should not be subject to Brazilian taxes.

However, considering the general and unclear scope of this legislation and the absence of judicial guidance in respect thereof, we cannot assure that such interpretation of this law will prevail in the courts of Brazil. In case the Notes are deemed to be assets located in Brazil, gains recognized by a Non-Resident Holder from the sale or disposition of the Notes may be subject to income tax in Brazil, as a general rule, at progressive rates of 15% to 22.5%, depending on the amount of the gain: (i) 15% for the part of the gain up to R\$5.0 million, (ii) 17.5% for the part of the gain that exceeds R\$5.0 million but does not exceed R\$10.0 million, (iii) 20% for the part of the gain that exceeds R\$10.0 million but does not exceed R\$30.0 million, and (iv) 22.5% for the part of the gain that exceeds R\$30.0 million. Lower rates may be applicable to such gains as provided for in an applicable tax treaty entered into between Brazil and the country where the Non-Resident Holder of the payment is resident. In case the Non-Resident Holder making the sale or disposition is located in a Favorable Tax Jurisdiction (as defined below), the gains will be subject to a flat 25% rate. See “—Discussion on Favorable Tax Jurisdictions and Privileged Tax Regimes” below.

Discussion on Favorable Tax Jurisdictions and Privileged Tax Regimes

Pursuant to Law No. 14,596, dated June 14, 2023, a Favorable Tax Jurisdiction is defined as a country or location that (i) does not impose taxation on income, (ii) imposes income tax at a maximum rate lower than 17%, or (iii) imposes restrictions on the disclosure of shareholding composition, investment ownership or the identity of the beneficial owners of earnings that are attributed to a non-resident.

On June 23, 2008, Law No. 11,727 (as amended by Law No. 14,596, dated June 14, 2023) introduced the concept of Privileged Tax Regimes, which encompasses the countries and jurisdictions that (i) do not tax income or tax it at a maximum rate lower than 17%; (ii) grant tax advantages to a non-resident entity or individual (a) without the need to carry out a substantial economic activity in the country or said territory or (b) conditioned to the non-exercise of a substantial economic activity in the country or a said territory; (iii) do not tax or tax proceeds generated abroad at a maximum rate lower than 17%; or (iv) restrict the ownership disclosure of assets and ownership rights or restrict disclosure about economic transactions carried out.

Normative Instruction No. 1.037/2010 lists the (1) Favorable Tax Jurisdictions and (2) the Privileged Tax Regimes.

Although we believe that the best interpretation of the current tax legislation could lead to the conclusion that the above-mentioned Privileged Tax Regime concept should not apply to any withholding income tax on the Notes, we cannot assure you whether subsequent legislation or interpretations by the Brazilian tax authorities will provide otherwise. Currently, the understanding of the Brazilian tax authorities is that the 15% rate would apply to interest such as those eventually paid to a Non-Resident Holder under a Privileged Tax Regime (Answer to Advance Tax Ruling Request COSIT n. 575, of December 20, 2017). In any case, if Brazilian tax authorities determine that payments made to a Non-Resident Holder under a Privileged Tax Regime are subject to the same rules applicable to payments made to Non-Resident Holders located in a Favorable Tax Jurisdiction, the withholding income tax applicable to such payments could be assessed at a rate up to 25%.

We recommend that prospective investors consult their own tax advisors from time to time to verify any possible tax consequences arising of Normative Ruling No. 1,037, as amended, and Law No. 14,596.

Other Brazilian Tax Considerations

Pursuant to Decree No. 6,306, of December 14, 2007, as amended, conversions of foreign currency into Brazilian currency or vice versa are subject to the tax on foreign exchange transactions, or IOF/Exchange. Currently, the IOF/Exchange rate is 0.38% for most foreign exchange transactions. According to Sections 15-B and 15-C of Decree No. 6,306, the settlement of exchange transactions in connection with foreign financing or loans, for both inflow and outflow of proceeds into and from Brazil, are generally subject to IOF/Exchange at a zero percent rate.

Despite the above, in any case, the Brazilian Government is allowed to reduce the IOF/Exchange rate at any time down to 0% or increase the IOF/Exchange rate at any time up to 25%, but only with respect to foreign exchange transactions carried out after the reduction or increase of the rate.

As long any payment under the Notes is made with funds maintained outside Brazil, no IOF/Exchange should be due in Brazil.

Stamp, Transfer or Similar Taxes

Generally, there are no stamp, transfer or other similar taxes in Brazil applicable to the transfer, assignment or sale of the Notes outside Brazil, nor any federal inheritance, donation or succession tax applicable to the ownership, transfer or disposition of the Notes, except for donation and inheritance taxes imposed in some states of Brazil on gifts and bequests by a Non-Resident Holder to individuals or entities domiciled or residing within such Brazilian states.

Certain United States Federal Income Tax Consequences

The following discussion summarizes certain United States (“U.S.”) federal income tax consequences to Holders as a result of the Offer to Purchase and the exchange or cancellation of Notes for the Default Consideration (the “Transactions”). This summary is based on the Internal Revenue Code of 1986, as amended (the “Code”), the U.S. Treasury Regulations promulgated thereunder (the “Treasury Regulations”), judicial decisions and published administrative rules, and pronouncements of the Internal Revenue Service (the “IRS”), all as in effect on the date hereof (collectively, “Applicable Tax Law”). Changes in Applicable Tax Law or new interpretations of Applicable Tax Law may have retroactive effect and could significantly affect the U.S. federal income tax consequences described below. The Company has not requested, and will not request, any ruling or determination from the IRS or any other taxing authority with respect to the tax consequences discussed herein, and the discussion below is not binding upon the IRS or the courts. No assurance can be given that the IRS would not assert, or that a court would not sustain, a different position than any position discussed herein.

Except as specifically set forth below, this summary does not apply to Holders that are not U.S. Persons (as such term is defined in the Code) and does not address foreign, state, or local tax consequences of the Transactions, nor does it purport to address all aspects of U.S. federal income taxation that may be relevant to a Holder in light of its individual circumstances or to a Holder that may be subject to special tax rules (such as Persons who are related to the Company within the meaning of the Code, broker-dealers, banks, mutual funds, insurance companies, financial institutions, small business investment companies, regulated investment companies, tax-exempt organizations, governmental authorities or agencies, pass-through entities, beneficial owners of pass-through entities, subchapter S corporations, employees or persons who received their Notes as compensation, persons who hold Notes as part of a straddle, hedge, conversion transaction, or other integrated investment, persons using a mark-to-market method of accounting, Holders who are in bankruptcy, and Holders who own at least 10% of the stock of the Company (measured by vote or value)), unless otherwise specifically stated herein. Furthermore, this summary assumes that a Holder holds its Note only as a “capital asset” (within the meaning of section 1221 of the Code). This summary

also assumes that the various debt and other arrangements to which the Company is a party will be respected for U.S. federal income tax purposes in accordance with their form. This summary does not discuss differences in tax consequences to a Holder that acts or receives consideration in a capacity other than as a Holder, and the tax consequences for such Holders may differ materially from that described below.

For purposes of this discussion, a “U.S. Holder” is a Holder that is (1) an individual citizen or resident of the United States for U.S. federal income tax purposes; (2) a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organized under the laws of the United States, any state thereof or the District of Columbia; (3) an estate the income of which is subject to U.S. federal income taxation regardless of the source of such income; or (4) a trust (A) if a court within the United States is able to exercise primary jurisdiction over the trust’s administration and one or more United States persons have authority to control all substantial decisions of the trust or (B) that has a valid election in effect under applicable Treasury Regulations to be treated as a United States person. For purposes of this discussion, a “Non-U.S. Holder” is any Holder that is neither a U.S. Holder nor a partnership (or other entity treated as a partnership or other pass-through entity for U.S. federal income tax purposes).

If a partnership (or other entity treated as a partnership or other pass-through entity for U.S. federal income tax purposes) is a Holder, the tax treatment of a partner (or other beneficial owner) generally will depend upon the status of the partner (or other beneficial owner) and the activities of the entity. Partners (or other beneficial owners) of partnerships (or other pass-through entities) that are Holders should consult their respective tax advisors regarding the U.S. federal income tax consequences of the Transactions.

ACCORDINGLY, THE FOLLOWING SUMMARY OF CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON THE INDIVIDUAL CIRCUMSTANCES PERTAINING TO A HOLDER. ALL HOLDERS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS FOR THE FEDERAL, STATE, LOCAL, AND NON-U.S. TAX CONSEQUENCES OF THE TRANSACTIONS.

In General

Except to the extent a Holder exchanges a Note pursuant to the Exchange Offer, each Holder shall receive a cash payment in exchange for its Notes (whether as a result of the sale of such Notes pursuant to the Offer to Purchase or as a result of the receipt of the Default Consideration). Subject to the discussions below of Accrued Interest and the Bid Premium, such exchange will generally be treated as a taxable exchange governed by Section 1001 of the Code, and such Holder will generally recognize gain or loss in an amount equal to the difference between (i) the amount of cash and (ii) such Holder’s adjusted tax basis in its Notes. A Holder’s adjusted tax basis in a Note generally will equal (a) the cost for the Note, (b) increased by any market discount (as discussed below) previously included in the Holder’s gross income with respect to the Note and (c) decreased (but not below zero) by any amortizable bond premium previously amortized by the Holder with respect to the Note and by any cash payments received on the Note other than payments of stated interest. Amortizable bond premium generally is defined as the excess of a U.S. Holder’s tax basis in a Note immediately after acquisition by such U.S. Holder over the Note’s stated principal amount.

Market Discount

Under the “market discount” provisions of the Code, some or all of any gain realized by a U.S. Holder who exchanges a Note pursuant to the Transactions may be treated as ordinary income (instead of capital gain) to the extent of the amount of “market discount” on the debt instruments constituting the exchanged Note. In general, a debt instrument is considered to have been acquired with “market discount” if it is acquired other than on original issue and if the U.S. Holder’s adjusted tax basis in the debt instrument immediately after such acquisition is less than (a) the sum of all remaining payments to be made on the debt instrument, excluding “qualified stated interest” (within the meaning of the Treasury Regulations) or (b) in the case of a debt instrument issued with original issue discount, its adjusted issue price, by at least a *de minimis* amount (equal to 0.25% of the sum of all remaining payments to be made on the debt instrument, excluding qualified stated interest, multiplied by the number of remaining whole years to maturity). Such market discount is generally treated as accruing during such U.S. Holder’s holding period for such Note on a straight-line basis or, at the election of such U.S. Holder, on a constant yield basis, unless such U.S. Holder has previously elected to include such market discount in income as it accrues. Such income will constitute income from sources without the United States and, for U.S. Holders that elect to claim U.S. foreign tax credits, generally will constitute “passive category income” for U.S. foreign tax credit purposes.

Any gain recognized by a U.S. Holder on the taxable disposition of a Note that had been acquired with market discount should be treated as ordinary income to the extent of the market discount that accrued thereon while the Note was considered

to be held by the U.S. Holder (unless the U.S. Holder elected to include market discount in income as it accrued). Gain in excess of such accrued market discount will be treated as capital gain.

Character of Gain or Loss with Respect to the Notes

Where gain or loss is recognized by a Holder upon the exchange of its Notes, such gain or loss will generally be capital gain or loss and will generally be long-term capital gain or loss if the U.S. Holder held his or her Notes for more than one year on the date of disposition, subject to a number of factors, including, among others, the tax status of the Holder, whether the Notes constitute a capital asset in the hands of the Holder, how long they have been held, whether the Notes were acquired at a market discount (discussed above), whether amounts received are attributable to accrued but unpaid interest (as discussed below), and whether and to what extent the Holder previously had claimed a bad-debt deduction. Under current U.S. federal income tax law, certain non-corporate U.S. Holders (including individuals) are eligible for preferential rates of U.S. federal income tax on long-term capital gains. Capital gain or loss that you recognize on the sale of the Notes generally will be treated as U.S. source gain or loss for U.S. foreign tax credit purposes. Each Holder is urged to consult its tax advisor to determine the character of any gain or loss recognized with respect to the exchange of its Notes.

Holders who recognize capital losses as a result of the Transactions will be subject to limits on their use of capital losses (as discussed below).

Accrued Interest

To the extent that any amount received by a Holder as a result of the Transactions is attributable to accrued but unpaid interest and such amount has not previously been included in the Holder's gross income, such amount should be taxable to the Holder as ordinary interest income, in which case, such amount will be excluded from a U.S. Holder's calculation of gain or loss on such exchange of Notes. Conversely, a Holder may be able to recognize a deductible loss to the extent that any accrued interest on the debt instruments constituting such Notes was previously included in the Holder's gross income but was not paid in full by the Company or its subsidiaries. Such loss may be ordinary; however, the tax law is unclear on this point.

The extent to which the consideration received by a Holder will be attributable to accrued interest on the debts constituting the Notes for U.S. federal income tax purposes is unclear. Certain Treasury Regulations generally treat a payment under a debt instrument first as a payment of accrued and untaxed interest and then as a payment of principal, but the application of this rule to a final payment on a distressed debt instrument being discharged at a discount is unclear as certain case law generally indicates that a final payment on a distressed debt instrument that is insufficient to repay outstanding principal and interest will be allocated to principal rather than interest. U.S. Holders should consult their own tax advisors regarding the proper allocation of the consideration received by them as a result of the Transactions.

Limitation on Use of Capital Losses

A Holder who recognizes capital losses as a result of the Transactions will be subject to limits on the use of such capital losses. For a non-corporate Holder, capital losses may be used to offset any capital gains recognized (without regard to holding periods), and also ordinary income recognized to the extent of the lesser of (a) \$3,000 (\$1,500 for married individuals filing separate returns) or (b) the excess of such capital losses over such capital gains. A non-corporate Holder may carry over unused capital losses recognized and apply them against future capital gains recognized and a portion of their ordinary income recognized for an unlimited number of years. For corporate Holders, capital losses recognized may only be used to offset capital gains recognized. A corporate Holder that recognizes more capital losses than may be used in a tax year may carry back unused capital losses to the three years preceding the capital loss year or may carry over unused capital losses for the five years following the capital loss year.

Bid Premium

The U.S. federal income tax treatment to holders that receive a Bid Price in excess of amounts paid to other Holders with respect to their Notes (such excess, the "Bid Premium") is unclear. Receipt of Bid Premium by a U.S. Holder with respect to a Note may be treated as (i) additional consideration paid by the Company for such Note, which would be taken into account in determining such U.S. Holder's gain or loss on the sale of such Note as described above, or (ii) a separate payment for tendering early, which would generally be taxable as ordinary income in accordance with such U.S. Holder's regular method of accounting for U.S. federal income tax purposes. If any Bid Premium were treated as ordinary income, a U.S. Holder who received the Bid Premium and recognized a capital loss on the sale of its Notes would not be able to offset such ordinary income by such loss. While the proper treatment of any Bid Premium is not free from doubt, to the extent required to do so, the Company intends to treat any Bid Premium as additional consideration paid by it for a Note. There can be no assurance, however, that the IRS will not challenge this treatment and successfully assert that any Bid Premium should be treated as a

separate payment that would be subject to tax as ordinary income. Each U.S. Holder should consult its own tax advisor regarding the U.S. federal income tax treatment of any Bid Premium.

Net Investment Income Tax

Certain U.S. Holders that are individuals, estates, or trusts are required to pay an additional 3.8 percent tax on, among other things, gains from the sale or other disposition of capital assets. U.S. Holders that are individuals, estates, or trusts should consult their tax advisors regarding the effect, if any, of this tax provision on the Transactions, including consideration to be received as a result of the Transactions.

Information Reporting and Backup Withholding

U.S. Holders whose Notes are tendered and accepted for payment pursuant to the Offer to Purchase generally will be subject to information reporting requirements (unless the U.S. Holder is an exempt recipient). In addition, under certain circumstances U.S. Holders may be subject to backup withholding (currently 24%) on payments made (including Accrued Interest and the Bid Premium) pursuant to the Offer to Purchase unless the U.S. Holder (i) is an exempt recipient and establishes this fact if required, or (ii) provides an accurate taxpayer identification number and certifies that it is a U.S. person and that no loss of exemption from backup withholding has occurred. Backup withholding is not an additional tax. Any amount withheld from a payment to a U.S. Holder under the backup withholding rules is allowable as a credit against such U.S. Holder's U.S. federal income tax liability, and may entitle such U.S. Holder to a refund, provided that the required information is timely furnished to the IRS. Certain persons are exempt from backup withholding. U.S. Holders of Notes should consult their tax advisors as to their qualification for exemption from backup withholding and the procedure for obtaining such exemption.

APPENDIX A – RJ PLAN (SWORN TRANSLATION)

[Attached]

I, Sandra Regina Mattos Rudzit, certified public translator, duly admitted and sworn by the Commercial Registry of the State of São Paulo, Brazil, hereby certify that a copy of a document was submitted to me, written in Portuguese, the translation of which is as follows:

Judicial Branch of the State of Rio de Janeiro

PJe – Electronic Judicial Proceedings

12/20/2023

Number: **0803087-20.2023.8.19.0001**

Class: **JUDICIAL REORGANIZATION**

Trial Body: **4th Business Court of the Judicial District of the Capital City**

Last assignment: **01/12/2023**

Amount in controversy: **R\$500,000.00**

Subject Matters: **Judicial Reorganization**

Case processed under seal? **NO**

Free legal aid? **NO**

Claim for preliminary injunction or interlocutory relief? **YES**

Parties	Attorney-at-Law/Related Third Party
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This public translation certificate was digitally signed by the Official Translator Sandra Regina Mattos Rudzit, JUCESP 1688.
The verification code at <https://oab.portaldeassinaturas.com.br/443> is AF3B-6EF1-5253-9394.

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Documents			
ID	Execution Date	Document	Type
94378841	12/20/2023 1:59 p.m.	Doc. 05 - Plano de Recuperação Judicial Deliberado	Other documents

Docusign Envelope ID: 4709981B-35BD-41EE-8B53-333E4C8003B1

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JUDICIAL REORGANIZATION PLAN OF AMERICANAS GROUP

Rio de Janeiro, December 19, 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, Saúde, City of Rio de Janeiro, State of Rio de Janeiro, Postal Code 20081-902 (“**Americanas**” or “**Company**”), **B2W DIGITAL LUX S.À.R.L – UNDER JUDICIAL REORGANIZATION**, a limited liability company headquartered in Luxembourg at 14 Rue Edward Steichen, L-2540 (“**B2W**”), **JSM GLOBAL S.À.R.L – 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 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, collectively: (i) Cedar Trade LLC; (ii) BRC S.À.R.L.; (iii) Cathos Holding; (iv) S-Velame S.À.R.L.; 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 assigned 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 Trustees, 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.psvr.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, Saúde, City of Rio de Janeiro, State of Rio de Janeiro, Postal Code 20081-902.

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 decision 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 decision. Post-Petition Claims will not be restructured and renewed due to the approval and Judicial Ratification 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 relating to (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 decision ID No. 85016728 remains effective, it being understood that, if said decision ceases to be in effect by the Closing Date - Option Restructuring II, then any Unsecured Claims relating to 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, collectively, 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 Actions 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 Ratification 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 decision providing Judicial Approval of the Plan in the Electronic Court of Justice of the State of 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 “Action” means, at any level of jurisdiction or prosecution, any dispute, action, claim, lawsuit, complaint, arbitration procedure, foreclosure, judicial protest, decision, 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 Actions” 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, collectively, 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 11.3.5(i)**.

1.1.85 “Release Event II” has the meaning set forth in **Section 11.3.5(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 11.3.5(iv)**.

1.1.88 “Release Event V” has the meaning set forth in **Section 11.3.5(v)**.

1.1.89 “Release Event VI” has the meaning set forth in **Section 11.3.5(vi)**.

1.1.90 “Release Event VII” has the meaning set forth in **Section 11.3.5(vii)**.

1.1.91 “Release Event VIII” has the meaning set forth in **Section 11.3.5(viii)**.

1.1.92 “Release Event IX” has the meaning set forth in **Section 11.3.5(ix)**.

1.1.93 “Release Event X” has the meaning set forth in **Section 11.3.5(x)**.

1.1.94 “Surplus 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 decision ID No. 45476646, dated February 9, 2023, in the records of procedural motion No. 0813541-59.2023.8.19.0001, being handled by the 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 Ratification of the Plan” means the judicial decision entered by the Reorganization Court approving 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 Rio de Janeiro, to which the Judicial Reorganization was assigned.

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 “Market New Shares”: has the meaning given in **Section 4.1.2.1**.

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

1.1.115 “Judicial Observer” means the judicial observer CCC Monitoramento Ltda., designated in the appellate decision 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.

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

1.1.117 “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.

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

1.1.119 “Action Stay Period” has the meaning set forth in **Section 11.3**.

1.1.120 “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.

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

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

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

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

1.1.125 “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 Defined UPI in question, net of the amount of the net debt of the company or attributable to the respective Defined UPI.

1.1.126 “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.

1.1.127 “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.

1.1.128 “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 Action, 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 Action.

1.1.129 “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 1.1.129**, 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**.

1.1.130 “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**.

1.1.131 “Option I Unsecured Claims Balance – Post-Reverse Auction” means the balance of Unsecured Claims held by Option I Unsecured Creditors net of any amount of those Unsecured Claims to be paid as part of the Reverse Auction under **Section 6.2.2**.

1.1.132 “Option II Unsecured Claims Balance – Post-Reverse Auction” means the balance of Unsecured Claims held by Option II Unsecured Creditors net of any amount of those Unsecured Claims to be paid as part of the Reverse Auction under **Section 6.2.2**.

1.1.133 “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.

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

1.1.135 “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.

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

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

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

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

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

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

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

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

1.1.144 “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.

1.1.145 “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.

1.1.146 “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 1.1.146**, 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.

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

1.1.148 “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.

1.1.149 “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.

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

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

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

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

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

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

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

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

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

1.1.159 “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.

1.1.160 “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.

1.1.161 “Amounts to be Offset” has the meaning set forth in **Section 1.1.165** below.

1.1.162 “Offset Amounts” has the meaning set forth in **Section 1.1.165** below.

1.1.163 “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.

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

1.1.165 “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 Actions; 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.

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

1.1.167 “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 combination of the B2W and Lojas Americanas operations culminated in the creation of Americanas S.A., which covers both brick-and-mortar stores and e-commerce.

Today, Americanas and its Subsidiaries have combined their digital platforms (with the Americanas, Submarino and Shoptime brands), brick-and-mortar 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.

The corporate structure of Americanas subsidiaries is illustrated below:

(figure)

2.3 Reasons for the Crisis and Demonstration of Economic Viability

On January 11, 2023, it was announced to the market through a Material Fact notice that inconsistencies were detected in accounting entries decreasing "Trade Accounts Payable" introduced in previous years, including year 2022. After a preliminary analysis, the Company's accounting department estimated that the amounts of the inconsistencies would be approximately R\$20 billion as of the base date of September 30, 2022.

Immediately after the release of that Material Fact notice, Americanas Group began to engage in various conducts in order to identify the circumstances that gave rise to such inconsistencies in accounting entries. To that end, in absolute compliance with its duties of transparency and diligence, the Company set up an Independent Committee with a view to (i) investigating the origin of the inconsistencies and the resulting impact on the results of Americanas Group companies and (ii) identifying what measures will be taken to correct the inconsistencies found.

In addition to the creation of the Independent Committee, with full powers to work autonomously and investigate the facts reported in the Material Fact notice, various 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

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

Reorganization, which barred it from accessing the short-term funding necessary for the Americanas Group's working capital.

Furthermore, the retention of financial resources 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.

2.4. 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 Ratification 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 and 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. Primary 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 15 (fifteen) days of the Ratification 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 the first disbursement relating to 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, it being understood that if the 2nd DIP Financing is disbursed in more than one tranche, the IPCA shall be levied as from the date of each disbursement; and
- (d) **Guarantee:** To guarantee the fulfillment of Americanas' obligations in the context of the 2nd DIP Financing after disbursement of the first tranche, 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 by the shareholders that exercise their preemptive right pursuant to the provisions of **Section 5.1.5** ("**Market 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 Ratification 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 Ratification 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 Ratification 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 shall 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 Market New Shares that may be issued, due to 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 disbursement of the respective tranche by the Reference Shareholders) and the end of the Restructuring Capital Increase Adjustment Period, it being agreed that any surplus 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 Ratification 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 Definition Criterion. The issue price of the New Funds New Shares and the Claims Capitalization New Shares to be submitted by Americanas' management to resolution by the Restructuring Capital Increase AGE will be calculated based on the criterion at one point thirty-three times (1.33x) the volume weighted average price (VWAP) of trading in the common shares issued by the Company at B3 in the sixty (60) consecutive days immediately previous to the day before the Plan Approval Date, as defined pursuant to the provisions of article 170, paragraph 1, III of the Brazilian Corporation Law ("Issue Price Definition Criterion"). The issue price shall be adjusted in the case of any grouping of the totality of the shares issued thereby, considering that, for each group of three (3) common shares issued by Americanas subscribed in the Restructuring Capital Increase, a Subscription Warrant shall be issued as an additional benefit pursuant to the provisions of Section 5.1.6 below.

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 Market New Shares that may be issued due to exercise of the preemptive right, 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 thirty (30) days from publication of its

respective minutes, 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, Claims Capitalization New Shares, and Market 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 Surplus 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 and (iii) any subscription and payment of the Market New Shares by the shareholders that exercise their preemptive right, 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, Claims Capitalization New Shares, and Market 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 one cent of one *Real* (R\$0.01) 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 three (3) years after the date of the Plan Approval and within ninety (90) 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 three (3) years and ninety (90) 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 fifteen (15) Business Days.

(iii) Number of Subscription Warrants: one (1) Subscription Warrant will be issued for every group of three (3) common shares issued by Americanas and subscribed as part of the Restructuring Capital Increase, the exercise of which will grant one (1) 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, even if they are holders (i) of Illiquid Claims, pursuant to the provisions of **Section 6.3** or of (ii) Late Claims, pursuant to the provisions of **Section 6.4**, so long as they are not more advantageous conditions than the relevant original conditions, within thirty (30) days of the Ratification Date.

6.2. Unsecured Claims – Class III. Expect 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. 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 twelve thousand *Reais* (R\$12,000.00) that do not receive twelve thousand *Reais* (R\$12,000.00) for settlement of their respective Unsecured Claims, subject to the respective Unsecured Claim limits) and (iii) the Persons that subrogate to rights of more than one Unsecured Creditor exercise different payment options for each of the Subrogated Pre-Petition Claims, according to the nature of the respective original Creditor and subject to the conditions and requirements set forth in the respective Sections, and provided that (a) they send an instrument of adhesion for each of the payment options chosen and (b) they timely inform the subrogation. 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 Ratification 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 seventy percent (70%) of the relevant amount of Unsecured Claims offered by the Unsecured Creditor (“Minimum Discount”), provided that the respective Unsecured Creditor has not received any installment of the payment of its Creditor pursuant to the provisions of this Plan at the end of the term for qualification to participate in the Reverse Auction, 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 Resources Allocated to the Reverse Auction. The Companies Under Reorganization will use the amount of two billion *Reais* (R\$2,000,000,000.00), 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 fifteen (15) days of the Ratification 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 Action 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 Actions against the Companies Under Reorganization, their Affiliates, their shareholders or Exempt Managers, (ii) refrain from taking any enforcement action or filing any Action 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 full allocation (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 give priority to allocation of 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 allocation of all payments to the 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 II 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 twelve thousand *Reais* (R\$12,000.00) 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 discount and without adjustment for inflation, within thirty (30) days of the Ratification 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 fifteen (15) days of the Ratification 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 forty million *Reais* (R\$40,000,000.00) ("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 twelve thousand *Reais* (R\$12,000.00) 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 twelve thousand *Reais* (R\$12,000.00) may opt, within fifteen (15) days of the Ratification 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 twelve thousand *Reais* (R\$12,000.00), in a lump sum and without adjustment for inflation, within thirty (30) days of the Ratification 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 twelve thousand *Reais* (R\$12,000.00) 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 twelve thousand *Reais* (R\$12,000.00) 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 twelve thousand *Reais* (R\$12,000.00) 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 total amount of twelve thousand *Reais* (R\$12,000.00) to Unsecured Creditors who are holders of Unsecured Claims in the smallest amounts above twelve thousand *Reais* (R\$12,000.00) 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 twelve thousand and five hundred *Reais* (R\$12,500.00), Creditor II having Unsecured Claims in the amount of fourteen thousand *Reais* (R\$14,000.00), and Creditor III having Unsecured Claims in the amount of twenty thousand *Reais* (R\$20,000.00), Americanas will use the Funds Allocated to Unsecured Claims above R\$12,000.00 to pay the total amount of twelve thousand *Reais* (R\$12,000.00) 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 amount of twelve thousand *Reais* (R\$12,000.00) to 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 twelve thousand *Reais* (R\$12,000.00) having chosen to have their claims restructured under this **Section 6.2.4**, then Creditors holding Unsecured Claims above twelve thousand *Reais* (R\$12,000.00) that cannot receive the amount of twelve thousand *Reais* (R\$12,000.00) 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 thirty (30) days of the Ratification 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 Discount. The Option I Unsecured Claims Balances – Post-Reverse Auction to be restructured under this **Section 6.2.5** will be reduced by seventy percent (70%). For all intents and purposes, the discount 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 discount 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 discount provided in **Section 6.2.5.2** above, will be adjusted by the TR rate per year 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 discount 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 discount 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 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 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 two hundred and fifty-two (252) 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 thirty (30) days of the Ratification 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 to 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 Value”), 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 four (4) series, two (2) 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 two (2) Priority Series (in *Reais* and in Dollars), under **Sections 6.2.6.3.2** and **6.2.6.3.4** below. For clarity purposes, for each one *Real* (R\$1.00) of Americanas Debentures issued pursuant to the provisions and in the form of the Debenture Indenture, one *Real* (R\$1.00) of the Option II Unsecured Claims Balance – Post-Claims Capitalization shall be paid.

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 sixtieth (60th) 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 one hundred and twenty-eight percent (128%) of the CDI rate will be charged from the issue date.
- (e) Grace Period: The conventional interest incurred over the twenty-four (24) 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 twenty-seventh (27th) 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 twelve (12) months of the Ratification 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 - A**, 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 one *Real* (R\$1.00) of Americanas Debentures of the Priority Series in *Reais* in lieu (and up to the total amount they would be entitled to receive) of one *Real* (R\$1.00) 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 forty-eighth (48th) 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 one hundred and twenty-eight percent (128%) of the CDI rate will be charged from the issue date.
- (f) Grace Period: The conventional interest incurred over the twenty-four (24) 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 twenty-seventh (27th) 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 twelve (12) months of the Ratification 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 - A**, 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 sixtieth (60th) 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 twenty-four (24) 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 twenty-seventh (27th) 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 twelve (12) months of the Ratification 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 - A**, 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 one *Real* (R\$1.00) of Americanas Debentures of the Priority Series in Dollars in lieu (and up to the total amount they would be entitled to receive) of one *Real* (R\$1.00) 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 forty-eighth (48th) 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 twenty-four (24) 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 twenty-seventh (27th) 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 twelve (12) months of the Ratification 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 - A**, 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 Value 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 **one billion three hundred eighty-nine million fifty-three thousand five hundred and fifty-nine *Reais* (R\$1,389,053,559.00)** (“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 one *Real* (R\$1.00) of the Bank Guarantee or Surety Bond Amounts – Bank Financial Creditors, one *Real* (R\$1.00) 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 **one billion three hundred eighty-nine million fifty-three thousand five hundred and fifty-nine Reais (R\$1,389,053,559.00)**, 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 one *Real* (R\$1.00) 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 one *Real* (R\$1.00) 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 two (2) 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 two percent (2.00%) per year (“Bank Guarantee or Surety Bond Facilities Amounts – Bank Financial Creditors”). 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 fifteen (15) days of its receipt of notice of such breach, a non-compensatory amount equivalent to twenty percent (20%) 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 two (2) Business Days of its receipt of notice from the respective Financial Creditor to that effect, subject to a curing period of no more than five (5) 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 Amounts – Bank Financial Creditors, 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 six billion and seven hundred million Reais (R\$6,700,000,000.00)**, 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)
$$\frac{\text{Total Repurchase Amount for Financial Creditors holding Capital Market Financial Claims} *}{\text{Capital Market Financial Claims of Financial Creditors} / \text{Option II Unsecured Claims}} * \text{Funds Allocated to Repurchase}$$

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)
$$\frac{\text{Total Repurchase Amount for Financial Creditors holding Bank Financial Claims} *}{\text{Funds Allocated to Repurchase} - \text{Total Repurchase Amount for Financial Creditors holding Capital Market Claims} - \text{R\$1,389,053,559.00} + \text{Bank Guarantee and Surety Bond Facilities amount granted individually by each Financial Creditor under Sections 6.2.6.3.6 and 6.2.6.3.7 (and their subsections)}} *$$

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

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) *Surplus 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 6.2.6.6**, 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 thirty (30) days after the Ratification 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 Derivatives Offset, 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 three (3) 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 one and seven tenths of a percent (1.70%).

6.2.7.3 Consolidation of Retained or Offset Amounts. Conditional on (i) Judicial Ratification of the Plan, (ii) choice of the Restructuring Option – Retained or Offset Claims under **Section 6.2.7.1** above, (iii) execution of instruments relating 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 Actions involving the Companies Under Reorganization, their Affiliates, their shareholders or Exempt Managers, including credit qualifications and challenges relating 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) discount 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 discount 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 final date of the term for Choice of Option set forth in **Section 6.2.8(c)**, 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 discount 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 Ratification 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 Ratification 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 discount and no adjustment for inflation, within 30 (thirty) days of the Ratification 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 discount and no adjustment for inflation, within 30 (thirty) days of the Ratification Date. For clarity purposes, in the event that a given Supplier Creditor Collaborator chooses to pay the Unsecured Claims held by it pursuant to the provisions of the Priority Option II, but does not fall under the requirements set forth in the Priority Option II, payment of the respective Unsecured Claims shall be automatically made pursuant to the provisions of Priority III below.

(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 discount and no adjustment for inflation, within 30 (thirty) days of the Ratification 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 Ratification 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. In the event of (i) declaration of early maturity of the Americanas Debentures, in the form of the Americanas Debenture Indenture, during the judicial supervision period set forth in article 61, head provision of the LFR or (ii) default of claims held by the respective Supplier Creditor Collaborator created after the Filing Date, which has not been cured within five (5) Business Days after receipt of a notice by Americanas Group informing of said default, the Supplier Creditor Collaborator shall be exempt from compliance with the Payment Conditions set forth in item *iii* of **Section 6.2.9.1**, as well as from the penalties set forth in **Section 6.2.9.6**.

6.2.9.9. Subrogation. Subject to the provisions of **Section 6.2.9.9.1** 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 and within the limit of the respective Unsecured Credit, 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 6.2.9.9** to the Companies Under Reorganization within 5 (five) 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 Ratification 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 6.2.9.9** shall not apply if the Person being subrogated to the rights of a particular Creditor Supplier Collaborator is a financial institution.

6.2.9.9.1. 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 Ratification 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 Ratification 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) Discount: 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 discount 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 discount 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 discount 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 Dollars, there will be no interest paid on the principal amount of the applicable balance of their Unsecured Claims remaining after application of the discount 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 discount and interest incurred up to the date of exercise of the option, calculated as follows:

Present value = $PC \times FD$

- 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 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) discount, 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) Discount: 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 discount 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 decision 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 discount 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, (ii) Labor Claims, (iii) ME and EPP Claims, or (iv) 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**, except in the case of (i) Post-Injunction Pre-Petition Claims, (ii) Labor Claims, (iii) ME and EPP Claims, or as may be provided otherwise in this Plan.

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 an 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**, if applicable, 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 Fiduciary Agent/Trustee/Securitization Company, provided that such Financial Creditor expressly and previously informs and indicates to the respective Fiduciary Agent/Trustee/Securitization Company, as applicable, its wish to individually make such payment choice. For the sake of clarity, the choice of the payment option as 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 the choice of a given payment option by such Financial Creditor in the form of this **Section 6.7**, shall not prevent its participation in the Reverse Auction set forth in **Section 6.2.2**.

6.7.1. In relation to the Financial Creditors holding Capital Market Financial Creditors relating to bonds traded abroad and regulated by foreign Laws issued by the Companies Under Reorganization, Americanas Group informs that, for purposes of controlling the choices of individual payment options by these Financial Creditors, it may retain a specialized agent to consolidate the payment choices made individually by the Financial Creditors by means of electronic platform and send to Americanas Group a list of all choices between the payment options set forth in **Sections 6.2.2, 6.2.4, 6.2.5, 6.2.6 or 6.2.7** carried out by these Financial Creditors individually. After the choice and retainment of said agent, Americanas Group shall timely provide, on an electronic site to be subsequently disclosed, the information on said retained agent and its respective contact channels, and it shall request the Trustee of the respective bonds traded abroad and governed by foreign Laws to inform the respective Financial Creditors of said retainment and for purposes of express indication by the Financial Creditors of the choice of payment individually made.

7. Resources for Paying Creditors

7.1. Sale and Encumbrance of Assets. After the Ratification Date, as a means of raising resources, 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, with respect to its wholly-owned subsidiaries; 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 (collectively, 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 resources 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 Surplus Amount, as provided in **Section 5.1.5.1**; *(ii)* the entire Surplus 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 resources 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 surplus 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 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 of 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 resources, 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 any 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 Ratification 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 Ratification 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 Ratification of the Plan that is not reversed within 45 (forty-five) Business Days of the entry of the relevant decision.
- (iii) Failure to contract and effectively receive the 2nd DIP Financing within 30 (thirty) days of the Ratification 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 LRF, 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 Ratification 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 Ratification 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 Ratification 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 Ratification 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 Ratification 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 Ratification 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 Actions, 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 Actions 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 Actions against any Exempt Party ("Action 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 Action 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 Actions 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) Actions 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 Actions (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 Action, 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 Actions, 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) Action 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) Action 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) Action 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 Actions, 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 Action 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 Action 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 Actions, 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 do, 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 grant 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 Actions. 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 Actions against all Exempt Parties involved in the respective Actions 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 Actions, 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 Actions 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 Actions 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 Action, 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 Action 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 Ratification 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 Ratification 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 decision setting the net amount due becomes final and unappealable.

11.5. Cancellation of Protests. The Judicial Ratification 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 Ratification 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, intro 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. The Unsecured Creditors shall provide the banking information for payment of their Claims pursuant to the provisions and within the term for sending the respective instrument of adhesion, as set forth 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**. In the event that it is not necessary to send an instrument of adhesion, the respective Creditor shall, within 15 (fifteen) days of the Ratification Date or within a different term set forth in this Plan, provide the banking information for payment of their Claims by entering a petition in the Judicial Reorganization records or by sending an email to Americanas, pursuant to **Section 12.10**.

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.

12.2.4. Exclusively for the Labor Creditors and ME and EPP Creditors, if the payments set forth in **Section 6.1** are not made because the Creditors have not provided the banking information for payment of their Claims or because Americanas Group does not have such banking information at the time of the respective payment, Americanas Group shall make the deposit in an escrow judicial account linked to the Judicial Reorganization Court within 90 (ninety) days as from the Ratification Date.

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 Ratification of the Plan, Americanas Group will submit the Plan and the respective Judicial Ratification 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 filled out and sent by means of the electronic address <https://portalcredor.americanas.io>, 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.

c/o 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 0** (sic) 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 Ratification 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, December 19, 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

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Leonardo Coelho leonardo.coelho@americanas.io Security level: E-mail, Account authentication (None)	DocuSigned by: (sgd) E90659D0C88446C...	
Signature Instruments and Electronic Registration: Accepted: December 19, 2023 8:05 p.m. ID: 5aa95008-bfb9-401c-9d83-d56b13eac6fd	Adoption of signature: Pre-selected style Using IP address: 186.228.63.130 Signed using mobile	Sent: December 19, 2023 7:24 p.m. Viewed: December 19, 2023 8:05 p.m. Signed: December 19, 2023 8:05 p.m.
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Copy events	Status	Timestamp
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Notary public events	Signature	Timestamp
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Signature completed	Security checked	December 19, 2023 8:05 p.m.
Completed	Security checked	December 19, 2023 8:26 p.m.
Payment events	Status	Date/time stamp
Signature Instruments and Electronic Registration		

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Parties agree on: Camille Faria, Leonardo Coelho

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IN WITNESS WHEREOF I set my hand and seal to this translation.

São Paulo, January 24, 2024

Receipt No. 25849

SANDRA REGINA MATTOS RUDZIT

Certified Translator

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20/12/2023

Número: **0803087-20.2023.8.19.0001**

Classe: **RECUPERAÇÃO JUDICIAL**

Órgão julgador: **4ª Vara Empresarial da Comarca da Capital**

Última distribuição : **12/01/2023**

Valor da causa: **R\$ 500.000,00**

Assuntos: **Recuperação Judicial**

Segredo de justiça? **NÃO**

Justiça gratuita? **NÃO**

Pedido de liminar ou antecipação de tutela? **SIM**

Partes	Procurador/Terceiro vinculado

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AMERICANAS S.A. (RÉU)

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SERGIO ZVEITER (ADVOGADO)
BRUNO GALVÃO SOUZA PINTO DE REZENDE
(ADVOGADO)
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RENAN SOARES CORTAZIO (ADVOGADO)
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JOAO LOYO DE MEIRA LINS (ADVOGADO)
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LUIS FERNANDO PEREIRA NEVES (ADVOGADO)
ALEXANDRE PRANDINI JUNIOR (ADVOGADO)
JOAO VICTOR CARAN BARBOSA (ADVOGADO)
KALERIA LINS RIBEIRO CORTEZ (ADVOGADO)
FERNANDO MOREIRA DRUMMOND TEIXEIRA
(ADVOGADO)
ADRIANA FERNANDES SCATOLINI (ADVOGADO)
FABIANA DINIZ ALVES (ADVOGADO)
LUCIA DE QUEIROZ PACHECO (ADVOGADO)
WESLEY JOSE MADUREIRA (ADVOGADO)
LUCIANA MARTINS DE AMORIM AMARAL SOARES
(ADVOGADO)
JOAO PIRES DE REZENDE JUNIOR (ADVOGADO)
MAURICIO NANARTONIS (ADVOGADO)
FABIO ANTERIO FERNANDES (ADVOGADO)
JOAO CARLOS VILELA NUNES DOS REIS (ADVOGADO)
JULIANA DE FATIMA SOARES CALDEIRA GUEDES
(ADVOGADO)
ANA FLAVIA LINDENBERG DABIEN (ADVOGADO)
MARCIO DO AMARAL RAFFAELE (ADVOGADO)
CARINA CAVALCANTI DE MORAIS (ADVOGADO)
VANESSA CRISTINA DA COSTA (ADVOGADO)
BRUNO CARLO SICILIANO (ADVOGADO)
RENATO DE ASSIS TRIPIANO (ADVOGADO)
RICARDO CHABU DEL SOLE (ADVOGADO)
HERIBELTON ALVES (ADVOGADO)
ANDERSON CESAR FERNANDES (ADVOGADO)
EMERSON MACHADO DE SOUSA (ADVOGADO)
ISABELLE SAMPAIO DA COSTA DAMASCENO
(ADVOGADO)
MARCIA BATISTA MARTINS CERONI (ADVOGADO)
BRUNO FEIGELSON (ADVOGADO)
VANESSA RODRIGUES DA CUNHA PEREIRA FIALDINI
(ADVOGADO)
GUSTAVO JOSE MENDES TEPEDINO (ADVOGADO)
PAULO ROBERTO JOAQUIM DOS REIS (ADVOGADO)
MARCOS AURELIO TEIXEIRA ALBUQUERQUE BASTOS
(ADVOGADO)
ADEMIR BUITONI (ADVOGADO)
AUREA ANDRESSA LACERDA LIMA (ADVOGADO)
CAROLINA MASCARENHAS (ADVOGADO)
CAIO ARANHA SAFFARO VIEIRA (ADVOGADO)
MARCELO BRAGA DE ANDRADE (ADVOGADO)

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ANTONIO CLETO GOMES (ADVOGADO)
 HUGO MARTINS QUINTAO (ADVOGADO)
 GLAUCIA MARA COELHO (ADVOGADO)
 ILAN CAIAFA SOARES (ADVOGADO)
 MARIA SEVERINIA GONCALVES (ADVOGADO)
 AUREA NAVES DE OLIVEIRA (ADVOGADO)
 ELIZABETH RIBEIRO SOUTO (ADVOGADO)
 FELIPE ZORZAN ALVES (ADVOGADO)
 DANIELI DA CRUZ SOARES (ADVOGADO)
 NATHALIA GOMES PLA (ADVOGADO)
 ANA FLAVIA ANTUNES BONALUMI (ADVOGADO)
 CLAUDIO MANOEL SILVA BEGA (ADVOGADO)
 KERSON NASCIMENTO DE CARVALHO (ADVOGADO)
 PRISCILA GOES PRADO MELO (ADVOGADO)
 THIAGO BOZOGLIAN PAULINO CORREA (ADVOGADO)
 RICARDO JEREMIAS (ADVOGADO)
 MICHEL PLATINNY DUARTE ARAUJO (ADVOGADO)
 LUCIANA PINTO PASSOS (ADVOGADO)
 ALEXANDRE MENDES PINTO (ADVOGADO)
 TONY RAFAEL BICHARA (ADVOGADO)
 JONAS SMITH OLIVEIRA (ADVOGADO)
 PAULO ANDRE LIMA AGUIAR (ADVOGADO)
 MICHEL DINES (ADVOGADO)
 LEANDRO FIGUEIREDO PINHEIRO (ADVOGADO)
 ANA CAROLINA REIS DO VALLE MONTEIRO (ADVOGADO)
 BRUNO PACHECO TEIXEIRA (ADVOGADO)
 CARLOS EDUARDO ROCHA CRUZ (ADVOGADO)
 JESSICA BRANDES SOUTO MARTINELLI (ADVOGADO)
 WAGNER TADEU VIEIRA CARNEIRO (ADVOGADO)
 CISLENE DIAS HENRIQUE (ADVOGADO)
 BRUNO SOARES CLETO (ADVOGADO)
 EDUARDO PINTO SANTOS FERREIRA (ADVOGADO)
 RACHEL MONFERDINI DOURADO LIMA (ADVOGADO)
 JORGE LUIZ DE CARVALHO VELLOSO (ADVOGADO)
 LUCIANA SILVA BRASIL (ADVOGADO)
 ANDRE LUIZ CARRENHO GEIA (ADVOGADO)
 MARCELO CRISTIAN SANTOS (ADVOGADO)
 WESLEY SOUZA RIBEIRO ADAMI (ADVOGADO)
 RAPHAEL DIAS DE OLIVEIRA (ADVOGADO)
 AMANDA RODRIGUES FERRASIN (ADVOGADO)
 FABIO CRISTIANO MOURA DE FREITAS (ADVOGADO)
 NELCELIR LACERDA DE AZEVEDO registrado(a) civilmente
 como NELCELIR LACERDA DE AZEVEDO (ADVOGADO)
 KARLA MOURA DE PLASENCIA (ADVOGADO)
 EDUARDO REIS DE MENEZES (ADVOGADO)
 EDUARDO BRAGA FILHO (ADVOGADO)
 DANIELA NALIO SIGLIANO NICO (ADVOGADO)
 LEILA DUARTE ALI (ADVOGADO)
 JOAO GRECCO FILHO (ADVOGADO)
 RENATA GHEDINI RAMOS (ADVOGADO)

Documentos			
Id.	Data da Assinatura	Documento	Tipo
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PLANO DE RECUPERAÇÃO JUDICIAL DO GRUPO AMERICANAS

Rio de Janeiro, 19 de dezembro de 2023.





PLANO DE RECUPERAÇÃO JUDICIAL

AMERICANAS S.A. – EM RECUPERAÇÃO JUDICIAL, sociedade anônima de capital aberto, inscrita no CNPJ/MF sob o nº 00.776.574/0006-60, com sede e principal estabelecimento na Rua Sacadura Cabral, nº 102, Bairro Saúde, Cidade do Rio de Janeiro, Estado do Rio de Janeiro, CEP 20081-902 (“Americanas” ou “Companhia”), **B2W DIGITAL LUX S.À.R.L – EM RECUPERAÇÃO JUDICIAL**, sociedade limitada, sediada em Luxemburgo na 14 Rue Edward Steichen, L-2540 (“B2W”), **JSM GLOBAL S.À.R.L – EM RECUPERAÇÃO JUDICIAL**, sociedade limitada, sediada em Luxemburgo na 14 Rue Edward Steichen, L-2540 (“JSM”) e **ST IMPORTAÇÕES LTDA. – EM RECUPERAÇÃO JUDICIAL**, sociedade limitada, inscrita no CNPJ/MF sob o nº 02.867.220/0001-42, com sede na ROD SC 281, Galpão 1 e 2, Picada do Sul, São José, Estado de Santa Catarina, (“ST” e, em conjunto com a Americanas, a B2W e a JSM, o “Grupo Americanas” ou as “Recuperandas”), em cumprimento ao disposto no art. 53 da Lei nº 11.101/2005 (a “LRF”), apresentam nos autos do processo de recuperação judicial nº 0803087-20.2023.8.19.0001, distribuído perante a 4ª Vara Empresarial da Comarca da Capital do Estado do Rio de Janeiro (“Recuperação Judicial”), o seguinte plano de recuperação judicial unitário e consolidado (“Plano”), conforme termos e condições abaixo.

1. TERMOS E DEFINIÇÕES

1.1. Os termos e expressões abaixo, sempre que utilizados em letras maiúsculas, terão os significados que lhes são atribuídos nesta Cláusula, no singular ou plural, no gênero masculino ou feminino, sem que, com isso, percam o significado que lhes é atribuído. Os termos definidos a seguir não prejudicam outras definições eventualmente introduzidas ao longo do Plano.

1.1.1. “Acervo AME”: Possui o significado atribuído na **Cláusula 7.2.1(iii)**.

1.1.2. “Acervo Digital”: Possui o significado atribuído na **Cláusula 7.2.1(iv)**.

1.1.3. “Acervo HNT”: Possui o significado atribuído na **Cláusula 7.2.1(i)**.

1.1.4. “Acervo Uni.Co”: Possui o significado atribuído na **Cláusula 7.2.1(ii)**.

1.1.5. “Acionistas de Referência” ou “ARs”: Significa, em conjunto, (i) Cedar Trade LLC; (ii) BRC S.À.R.L; (iii) Cathos Holding; (iv) S-Velame S.À.R.L; e (v) Carlos Alberto da Veiga Sicupira.





1.1.6. “Acionistas dos ARs”: Significa as pessoas físicas signatárias do Acordo de Apoio ao Plano e que detenham participação acionária, direta ou indireta, relevante nos Acionistas de Referência.

1.1.7. “Acordo de Apoio ao Plano”: Significa o *Acordo de Apoio à Reestruturação, Plano de Recuperação, Investimentos e Outras Avenças*, celebrado em 27 de novembro de 2023 entre as Recuperandas, os Acionistas de Referência e Afiliadas, os Acionistas dos ARs, e os Credores Apoiadores Iniciais, na forma e nos termos do **Anexo 1.1.7**.

1.1.8. “Acordo de Lock-Up Credores”: Possui o significado atribuído na **Cláusula 6.2.6.2**.

1.1.9. “Administradores Isentos”: Significa todos os membros e ex-membros do conselho de administração, da diretoria estatutária, do conselho fiscal e de comitês de assessoramento (estatutários ou não) ao conselho de administração da Americanas que tenham individual e expressamente aderido e assinado o respectivo Termo de Compromisso de Não Litigar, Quitação e Renúncia ou venham individual e expressamente a aderir e assinar o respectivo Termo de Compromisso de Não Litigar, Quitação e Renúncia, até a Data Limite de Assinatura do Termo de Compromisso de Não Litigar, Quitação e Renúncia, em qualquer caso com exceção dos Administradores Não Isentos.

1.1.10. “Administradores Não Isentos”: Significa os membros e ex-membros do conselho de administração, da diretoria estatutária, do conselho fiscal e de comitês de assessoramento (estatutários ou não) ao conselho de administração da Americanas que (i) tenham sido ou venham a ser responsabilizados, em sentença penal transitada em julgado, por terem atuado com intenção de fraudar as demonstrações financeiras da Americanas, mesmo que tenham assinado ou venham a assinar o Termo de Compromisso de Não Litigar, Quitação e Renúncia; (ii) aqueles relacionados na lista elaborada pelas Recuperandas constante do **Anexo 1.1.10** e que será alterada na hipótese prevista no item (i) desta **Cláusula 1.1.10**; ou (iii) aqueles que não tenham individual e expressamente aderido e assinado o respectivo Termo de Compromisso de Não Litigar, Quitação e Renúncia até a Data Limite de Assinatura do Termo de Compromisso de Não Litigar, Quitação e Renúncia.

1.1.11. “Administração Judicial”: Significa a Administração Judicial Conjunta, composta (i) pela empresa especializada Preserva-Ação Administração Judicial, inscrita no CNPJ/MF sob o nº 33.866.330/0001-13, representada na pessoa de seu





sócio administrador Bruno Rezende, advogado inscrito na OAB/RJ sob o nº 124.405, com sede na Avenida Rio Branco nº 116, 15º andar, Centro, Rio de Janeiro/RJ, site: www.psvr.com.br; e (ii) pelo Escritório de Advocacia Zveiter, representado na pessoa do advogado Sergio Zveiter, inscrito na OAB/RJ sob o nº 36.501, com sede na Avenida Presidente Antônio Carlos, nº 51, 19º andar, Centro, Rio de Janeiro/RJ, site: www.zveiter.com.br, conforme termos de compromisso apresentados em 18 de janeiro de 2023 (ID nº 42528989) e em 23 de janeiro de 2023 (ID nº 42868780).

1.1.12. “Afiliadas”: Significa, com relação a qualquer Pessoa, outra Pessoa que, direta ou indiretamente, isoladamente ou através de um ou mais intermediários, Controle, seja Controlado por, ou esteja sob Controle comum com tal Pessoa.

1.1.13. “AGE Aumento de Capital Reestruturação”: Possui o significado atribuído na **Cláusula 5.1.3**.

1.1.14. “AGE Novo Conselho”: Significa a assembleia geral extraordinária de acionistas da Americanas, a ser convocada pela Americanas na forma de seu Estatuto Social e das disposições da Lei das Sociedades Anônimas, para o fim de deliberar sobre a eleição do Novo Conselho da Americanas, nos termos da **Cláusula 8.2.1**.

1.1.15. “Americanas”, “Recuperanda” ou “Companhia”: Significa a Americanas S.A. – Em Recuperação Judicial, sociedade anônima de capital aberto, inscrita no CNPJ/MF sob o nº 00.776.574/0006-60, com sede e principal estabelecimento na Rua Sacadura Cabral, nº 102, Bairro Saúde, Cidade do Rio de Janeiro, Estado do Rio de Janeiro, CEP 20081-902.

1.1.16. “Aprovação do Plano”: Significa a aprovação deste Plano pelos Credores Concursais na Assembleia Geral de Credores, na forma do art. 45 ou art. 58, §1º da LRF, ou ainda na forma do art. 45-A da LRF. Para os efeitos deste Plano, considera-se que a Aprovação do Plano ocorrerá na data da Assembleia Geral de Credores que aprovar o Plano. Nas hipóteses de aprovação nos termos dos arts. 45-A e 58, §1º da LRF, considera-se a Aprovação do Plano na data da decisão que conceder a Recuperação Judicial.

1.1.17. “Assembleia Geral de Credores” ou “AGC”: Significa qualquer assembleia geral de credores realizada nos termos do capítulo II, seção IV, da LRF.





1.1.18. “Ativos Não Relevantes”: Possui o significado atribuído na **Cláusula 4.1.4.**

1.1.19. “Ativos Relevantes”: Significa os bens, móveis ou imóveis, integrantes do ativo permanente (não circulante) das Recuperandas.

1.1.20. “Aumento de Capital Reestruturação”: Possui o significado atribuído na **Cláusula 4.1.2.**

1.1.21. “Aumentos de Capital Autorizados”: Significa um ou mais aumentos de capital da Americanas mediante deliberação do Conselho de Administração, por meio de emissão pública ou privada de ações ordinárias ou preferenciais, caso aplicável, até que o valor do seu capital social alcance o limite previsto no Estatuto Social da Americanas no momento da realização do respectivo aumento de capital, podendo, ainda, dentro do referido limite, (i) deliberar sobre a emissão de bônus de subscrição e de debêntures conversíveis em ações; ou (ii) outorgar opção de compra de ações a administradores, empregados da Companhia ou sociedade sob seu Controle e/ou a pessoas naturais que lhes prestem serviços, de acordo com o Plano aprovado pela Assembleia Geral de Credores sem que os acionistas tenham direito de preferência à subscrição dessas ações, sendo certo que para este item (ii) deverá ser observado o limite de 2,00% (dois por cento) do capital social da Americanas em base totalmente diluída (*fully diluted basis*), calculado imediatamente após a conclusão do Aumento de Capital Reestruturação, limite este que vigorará até a integral quitação ou resgate das Debêntures Americanas.

1.1.22. “B3”: Significa a B3 S.A. – Brasil, Bolsa, Balcão.

1.1.23. “Chapter 15”: Significa o procedimento de insolvência auxiliar previsto no Capítulo 15, do Título 11, do Código de Insolvência dos Estados Unidos, instaurado perante a *United States Bankruptcy Court Southern District of New York*, Processo No. 23-10092 (MEW).

1.1.24. “Cláusula”: Significa cada um dos itens identificados por números cardinais e romanos neste Plano.

1.1.25. “Código Civil Brasileiro”: Significa a Lei Federal nº 10.406, de 10 de janeiro de 2002, conforme vigente nesta data.





1.1.26. “Compensação Derivativos”: Significa a compensação, excussão de garantias e demais atos exercidos por Credores envolvendo operações de derivativos para fins de liquidação de todo e qualquer saldo de obrigações, inclusive conforme permitido pelo art. 193-A da LRF.

1.1.27. “Compromisso de Não Litigar”: Possui o significado atribuído na **Cláusula 11.3.**

1.1.28. “Conta de Integralização Aumento de Capital Reestruturação”: significa a conta centralizadora de pagamentos vinculada ao processo de Recuperação Judicial (*escrow*), de titularidade da Americanas e a ser posteriormente informada, na qual deverão ser depositados, pelos Acionistas dos ARs, os recursos necessários para a integralização em dinheiro de sua respectiva parcela do Montante do Aumento ARs no contexto do Aumento de Capital Reestruturação, salvo o montante equivalente à parcela que tiver sido acordada de modo diverso entre as Recuperandas, os Credores Apoiadores e os Acionistas de Referência e/ou Acionistas dos ARs na forma da **Cláusula 11.3.5(i)**, sendo certo que os recursos serão liberados na Data de Fechamento – Opção Reestruturação II para integralização de parte das Novas Ações Novos Recursos e servirá exclusivamente para compor os Recursos Destinados à Recompra e, caso aplicável, para operacionalizar a Recompra de Créditos Quirografários.

1.1.29. “Conta de Pagamentos M&A”: Significa a conta vinculada ao processo de Recuperação Judicial (*escrow*), de titularidade do agente fiduciário das Debêntures Americanas, na qual serão e permanecerão depositados, nos termos da **Cláusula 7.3**, os Valores *Cash Sweep* até sua efetiva distribuição em pagamento parcial ou integral das Debêntures Americanas, nos termos da **Cláusula 7.3** e da Escritura de Debêntures.

1.1.30. “Controle”: Significa, nos termos do art. 116 da Lei das Sociedades por Ações, (i) a titularidade de direitos de sócios que assegurem ao seu titular, de modo permanente, a maioria dos votos nas deliberações sociais e o poder de eleger a maioria dos administradores da sociedade; e (ii) o uso efetivo de tal poder para dirigir as atividades sociais e orientar o funcionamento dos órgãos da sociedade. As expressões e termos “Controlador”, “Controlado por”, “sob Controle comum” e “Controlada” têm os significados logicamente decorrentes desta definição de “Controle”.





1.1.31. “Créditos”: Significa todos os créditos existentes contra o Grupo Americanas, líquidos ou ilíquidos, materializados ou contingentes, objeto ou não de processos judiciais ou arbitrais, sujeitos ou não aos efeitos da Recuperação Judicial.

1.1.32. “Créditos Acionistas de Referência”: Significa os Créditos de titularidade dos Acionistas de Referência ou de suas Afiliadas, inclusive pessoas físicas, decorrentes de mútuos, empréstimos ou outras operações de qualquer natureza realizados entre as Recuperandas e tais sociedades ou pessoas físicas, conforme aplicável, inclusive com recursos decorrentes de operações realizadas no mercado internacional, *excetuados* (i) os Financiamentos DIP; e (ii) os créditos detidos por Afiliadas dos Acionistas de Referência relativos ao fornecimento de bens, insumos, materiais e espaços físicos para locação.

1.1.33. “Créditos Concurais”: Significa os Créditos existentes contra o Grupo Americanas na Data do Pedido, sujeitos aos efeitos da Recuperação Judicial nos termos do art. 49, *caput*, da LRF e que serão reestruturados e pagos consoante os termos e condições estabelecidos neste Plano, inclusive os Créditos Trabalhistas, os Créditos Quirografários, os Créditos ME e EPP e os Créditos Ilíquidos, neste último caso quando se tornarem líquidos, conforme previsto neste Plano, e observados, em qualquer caso, os Pagamentos Data do Pedido. Não são Créditos Concurais os Créditos que sejam Créditos Extraconcurais e Créditos Tributários.

1.1.34. “Créditos Concurais Sub-Rogados”: Significa os Créditos Concurais sub-rogados, a qualquer título e a qualquer tempo.

1.1.35. “Créditos Extraconcurais”: Significa cada um dos Créditos e obrigações existentes contra o Grupo Americanas que não se sujeitam aos efeitos da Recuperação Judicial (i) por força do disposto no art. 49, *caput* e §§3º e 4º, da LRF; (ii) que decorram de contratos celebrados após a Data do Pedido, inclusive Fiança Bancária e/ou Seguro Garantia; (iii) em razão de pagamento com sub-rogação de Créditos Extraconcurais ou créditos derivados de processos administrativos e judiciais envolvendo contingências de natureza fiscal contra o Grupo Americanas; ou (iv) cuja natureza extraconcural tenha sido reconhecida por decisão judicial. Os Créditos Extraconcurais não serão reestruturados e novados em razão da aprovação e Homologação Judicial do Plano, sendo certo que a sua reestruturação poderá ser implementada por meio de negociações bilaterais com os respectivos Credores Extraconcurais.





1.1.36. “Créditos Financeiros”: Significa os Créditos Financeiros Bancos e os Créditos Financeiros Mercado de Capitais.

1.1.37. “Créditos Financeiros Bancos”: Significa os Créditos Quirografários decorrentes de operações contratadas e realizadas pelas Recuperandas no âmbito do Sistema Financeiro Nacional com instituições financeiras, sob qualquer modalidade, bem como outros créditos financeiros, incluindo os Créditos Concursais Sub-Rogados por instituições financeiras e seguradoras, em qualquer caso que não sejam considerados como Créditos Financeiros Mercado de Capitais, excluindo quaisquer Valores Compensados ou Valores a serem Compensados.

1.1.38. “Créditos Financeiros Mercado de Capitais”: Significa os Créditos Quirografários relativos a (i) debêntures ou títulos de dívida negociados no exterior e regulados por Leis estrangeiras (*bonds*) emitidos pelas Recuperandas; (ii) cédulas de crédito bancário (“CCBs”) emitidas pelas Recuperandas e detidas por fundos de investimentos por ocasião da Data do Pedido; e/ou (iii) Certificados de Recebíveis do Agronegócio (“CRAs”) emitidos pelas Recuperandas, excluindo quaisquer Valores Compensados ou Valores a serem Compensados. Para fins de esclarecimento, os CRAs serão considerados como Créditos Financeiros Mercado de Capitais para fins deste Plano somente se e enquanto a decisão de ID nº 85016728 permanecer eficaz, sendo certo que, se a referida decisão perder a eficácia até a Data de Fechamento – Opção Reestruturação II, os Créditos Quirografários relativos a tais CRAs deixarão de ser Créditos Financeiros Mercado de Capitais e serão tratados genericamente como Créditos Quirografários para fins deste Plano.

1.1.39. “Créditos Ilíquidos”: Significa os Créditos Concursais contingentes ou ilíquidos, objeto de ações judiciais, procedimentos arbitrais ou processos administrativos, derivados de quaisquer fatos geradores ocorridos ou verificados até a Data do Pedido, inclusive, que serão reestruturados por este Plano na forma da **Cláusula 6.3**, nos termos da LRF, como Créditos Trabalhistas, Créditos Quirografários, Créditos ME e EPP ou Créditos *Intercompany*, conforme aplicável.

1.1.40. “Créditos Intercompany”: Significa os créditos de titularidade de companhias integrantes do mesmo grupo econômico das Recuperandas, incluindo suas subsidiárias e Afiliadas decorrentes de mútuos realizados entre as Recuperandas e tais sociedades, como forma de gestão de caixa e





transferência de recursos entre as diferentes sociedades, inclusive com recursos decorrentes de operações realizadas no mercado internacional, *excetuados* os créditos detidos pelos Credores Quirografários Opção II que por força deste Plano se tornarem acionistas das Recuperandas.

1.1.41. “Créditos ME e EPP”: Significa os Créditos Concurais detidos pelos Credores ME e EPP, nos termos do art. 41, inciso IV, da LRF.

1.1.42. “Créditos Pós-Cautelar e Pré-Pedido”: Significa todos os Créditos Concurais com fato gerador ocorrido ou verificado entre a Data da Cautelar e a Data do Pedido, exclusivamente relacionados a obrigações de trato continuado e/ou sucessivo e a serviços e produtos fornecidos ao Grupo Americanas, que porventura tenham sido ou que serão quitados pelo Grupo Americanas na forma deste Plano, cujos pagamentos são expressamente ratificados para todos os fins e efeitos de direito por força e operação da Aprovação do Plano.

1.1.43. “Créditos Quirografários”: Significa os Créditos Concurais detidos pelos Credores Quirografários, nos termos do art. 41, inciso III, da LRF, excluídos os Créditos *Intercompany*.

1.1.44. “Créditos Reclassificados”: Possui o significado atribuído na **Cláusula 6.6.**

1.1.45. “Créditos Retardatários”: Possui o significado atribuído na **Cláusula 6.4.**

1.1.46. “Créditos Trabalhistas”: Significa os Créditos Concurais derivados da legislação do trabalho, decorrentes de acidente de trabalho, e aqueles decorrentes da comunicação da rescisão do contrato de trabalho anteriormente à Data do Pedido, independentemente da forma do cumprimento do aviso prévio, incluídos os valores decorrentes da remuneração por meio de *Restricted Stock Units* (RSU), nos termos do art. 41, inciso I, da LRF, que (i) sejam líquidos, certos e incontroversos, sem nenhum processo judicial pendente não transitado em julgado e nem habilitações, divergências ou impugnações de crédito que discutam seu valor ou sua classificação; ou que (ii) estejam sendo ou venham a ser discutidos em ações judiciais.





1.1.47. “Créditos Tributários”: Significa os Créditos de natureza fiscal existentes contra o Grupo Americanas, inclusive em decorrência de processos administrativos ou judiciais.

1.1.48. “Credores”: Significa as pessoas, naturais ou jurídicas de direito público ou privado, nacionais ou estrangeiras, detentoras de Créditos contra o Grupo Americanas.

1.1.49. “Credores Apoiadores”: Significa conjuntamente os Credores Financeiros que (i) sejam Credores Apoiadores Iniciais; ou (ii) tenham aderido integralmente ao Acordo de Apoio ao Plano mediante a assinatura do respectivo Termo de Apoio, até o dia imediatamente anterior à Assembleia Geral de Credores instalada para deliberação deste Plano, inclusive, na forma da LRF.

1.1.50. “Credores Apoiadores Iniciais”: Significa os Credores Financeiros que originalmente assinaram o Acordo de Apoio ao Plano com as Recuperandas, Acionistas de Referência, os Acionistas dos ARs e Afiliadas em 27 de novembro de 2023.

1.1.51. “Credores Concursais”: Significa os Credores detentores de Créditos Concursais.

1.1.52. “Credores Entrantes na Americanas”: Possui o significado atribuído na **Cláusula 4.1.2.**

1.1.53. “Credores Financeiros”: Significa os Credores Quirografários titulares de Créditos Financeiros.

1.1.54. “Credores Financeiros Bancos”: Significa os Credores Quirografários titulares de Créditos Financeiros Bancos.

1.1.55. “Credores Financeiros Litigantes Com Valores Retidos ou Compensados”: Significa os Credores Financeiros (i) detentores de Créditos classificados como Quirografários na Relação de Credores; (ii) que detenham Valores Retidos ou Compensados; (iii) que tenham ajuizado Demandas relativamente a tais Valores Retidos ou Compensados, bem como outras Demandas, inclusive preparatórias, em face das Recuperandas, suas Afiliadas, seus acionistas ou Administradores Isentos, inclusive habilitações e impugnações de crédito; e (iv) que tenham requerido a desistência ou a

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suspensão, bem como respectivas prorrogações de toda e qualquer Demanda contra as Recuperandas, suas Afiliadas, seus acionistas ou Administradores Isentos, ainda que não deferidas, inclusive habilitações e impugnações de crédito, sendo certo que a suspensão deverá permanecer em vigor até a implementação das condições previstas na respectiva Opção de Reestruturação.

1.1.56. “Credores Financeiros Mercado de Capitais”: Significa os Credores Quirografários titulares de Créditos Financeiros Mercado de Capitais.

1.1.57. “Credores Fornecedores”: Significa os Credores Quirografários que, considerando a natureza das atividades desempenhadas, forneçam bens, insumos, materiais, espaços físicos para locação e serviços não financeiros ao Grupo Americanas.

1.1.58. “Credores Fornecedores Colaboradores”: Significa os Credores Fornecedores que forneceram mercadorias para revenda (produtos não financeiros) solicitadas pelo Grupo Americanas até a data de Aprovação do Plano, desde que preencham estritamente os requisitos e de acordo com as condições estabelecidas na **Cláusula 6.2.9**.

1.1.59. “Credores Fornecedores de Tecnologia”: Significa os Credores Quirografários fornecedores de tecnologia, essenciais para o desempenho das atividades de vendas (física/on-line) e do *marketplace* do Grupo Americanas relacionadas (i) à locação de espaço em ambiente e/ou plataforma digital não comissionável; (ii) aos serviços de tecnologia para fins de intermediação de afiliação; (iii) ao armazenamento de dados (on-line/backup), (iv) à exposição paga de conteúdo por plataformas digitais não comissionáveis; (v) aos serviços de telecomunicações; (vi) à aprovação eletrônica de meios de pagamento (TEF); e (vii) ao desenvolvimento e suporte a sistemas integrados de ERP.

1.1.60. “Credores Isentos”: Significa qualquer Credor (incluindo suas respectivas Afiliadas) que optar por receber o pagamento do seu respectivo Crédito Quirografário reestruturado nos termos das **Cláusulas 6.2.2, 6.2.3, 6.2.4, 6.2.6, 6.2.7, 6.2.8, 6.2.9 e 6.2.10**.

1.1.61. “Credores ME e EPP”: Significa os Credores detentores de Créditos Concursais que operam sob a forma de microempresas ou empresas de pequeno porte, conforme definidas pela Lei Complementar nº 123, de 14 de dezembro de 2006, independentemente da natureza de seus Créditos.





1.1.62. “Credores Quirografários”: Significa os Credores detentores de Créditos Quirografários, nos termos do art. 41, inciso III, da LRF.

1.1.63. “Credores Quirografários – Modalidade de Pagamento Geral”: Possui o significado atribuído na **Cláusula 6.2.11**.

1.1.64. “Credores Quirografários Opção I”: Possui o significado atribuído na **Cláusula 6.2.5.1**.

1.1.65. “Credores Quirografários Opção II”: Possui o significado atribuído na **Cláusula 6.2.6**.

1.1.66. “Credores Stock Options”: Significa os Credores detentores de Créditos Quirografários derivados dos programas de opção de compra de ações disponibilizados pela Companhia aos respectivos beneficiários, cujas ações não tenham sido emitidas pela Companhia após o exercício da opção de compra.

1.1.67. “Credores Trabalhistas”: Significa os Credores titulares de Créditos Trabalhistas.

1.1.68. “Credores Trabalhistas Individualizados”: Significa os Credores titulares de Créditos Trabalhistas e representados por Sindicatos de Trabalhadores.

1.1.69. “CVM”: Significa a Comissão de Valores Mobiliários.

1.1.70. “Data da Cautelar”: Significa o dia 12 de janeiro de 2023.

1.1.71. “Data de Fechamento – Opção Reestruturação II”: Significa a data a ser verificada no prazo de até 150 (cento e cinquenta) dias contados da Data de Homologação ou 01 de junho de 2024, o que ocorrer por último, até a qual deverão ter ocorrido cumulativamente os seguintes eventos: (i) o Aumento de Capital Reestruturação, nos termos da **Cláusula 5.1**; (ii) a emissão das Debêntures Americanas, nos termos da **Cláusula 6.2.6.3**; (iii) os pagamentos decorrentes do Leilão Reverso, caso aplicável; e (iv) caso aplicável, a Recompra de Créditos Quirografários, nos termos da **Cláusula 6.2.6.4**, com o respectivo pagamento aos Credores Financeiros que tiverem eleito a Opção Reestruturação II dos respectivos Saldos Remanescentes Créditos Quirografários Opção II, inclusive mediante a distribuição pela Americanas dos Recursos Destinados à Recompra necessários.





1.1.72. “Data Limite de Assinatura do Termo de Compromisso de Não Litigar, Quitação e Renúncia”: Significa o 30º (trigésimo) dia contado da Data de Homologação.

1.1.73. “Data de Homologação”: Significa o dia da publicação da decisão de Homologação Judicial do Plano no Diário da Justiça Eletrônico do Tribunal de Justiça do Estado do Rio de Janeiro.

1.1.74. “Data do Pedido”: Significa o dia 19 de janeiro de 2023. Para os efeitos da Recuperação Judicial, deste Plano e da consolidação da Relação de Credores, os Créditos Concursais poderão ser ajustados pela incidência de encargos contratuais até a Data do Pedido, conforme aplicável.

1.1.75. “Debêntures Americanas”: Significa as debêntures não conversíveis em ações, com garantia real e fidejussória, em quatro séries, a serem emitidas pela Americanas para colocação pública, na forma da Escritura Debêntures Americanas.

1.1.76. “Demanda”: Significa, em qualquer grau de jurisdição ou instância, qualquer litígio, ação, reivindicação, processo, reclamação, procedimento arbitral, execução, protesto judicial, decisão, cobrança, notificação (judicial ou extrajudicial), auto de infração, intimação, procedimento, inquérito, demanda de qualquer tipo, ou, ainda, qualquer outro tipo de ação, processo ou investigação, seja judicial, arbitral, administrativo ou criminal, excetuadas as impugnações, habilitações e divergências de crédito conjuntas que foram objeto de transação entre as partes anteriormente à data de Aprovação do Plano.

1.1.77. “Demandas de Terceiros”: Significa qualquer Demanda iniciada por um terceiro que não seja uma Parte Isenta, inclusive entidades governamentais, regulatórias e/ou de fiscalização, contra qualquer Parte Isenta e/ou suas Afiliadas, buscando sua responsabilização, inclusive cível, administrativa e/ou criminal, em qualquer foro ou jurisdição, no Brasil ou no exterior, pelos atos, fatos e circunstâncias divulgados nos Fatos Relevantes.

1.1.78. “Desconto Mínimo”: Possui o significado atribuído na **Cláusula 6.2.2.**

1.1.79. “Dia Útil”: Significa qualquer dia que não seja sábado, domingo, feriado nacional, feriado estadual no Estado do Rio de Janeiro ou feriado





municipal na comarca da capital do Estado do Rio de Janeiro, e/ou que, por qualquer motivo, não haja expediente bancário na cidade do Rio de Janeiro.

1.1.80. “DIPs” ou “Financiamentos DIP”: Significa, conjuntamente, o 1º Financiamento DIP e o 2º Financiamento DIP.

1.1.81. “Dólares” ou “US\$”: Significa a moeda corrente dos Estados Unidos da América, ou seja, os Dólares estadunidenses.

1.1.82. “Edital Leilão Reverso”: Possui o significado atribuído na **Cláusula 6.2.2.1**, conforme minuta de Edital de Leilão Reverso, substancialmente na forma do **Anexo 6.2.2.1**.

1.1.83. “Escritura Debêntures Americanas”: Significa a escritura de emissão das Debêntures Americanas, substancialmente na forma do **Anexo 6.2.6.3**.

1.1.84. “Evento de Quitação I”: Possui o significado atribuído na **Cláusula 11.3.5(i)**.

1.1.85. “Evento de Quitação II”: Possui o significado atribuído na **Cláusula 11.3.5(ii)**.

1.1.86. “Evento de Quitação III”: Possui o significado atribuído na **Cláusula 11.3.51.1.1(iii)**.

1.1.87. “Evento de Quitação IV”: Possui o significado atribuído na **Cláusula 11.3.5(iv)**.

1.1.88. “Evento de Quitação V”: Possui o significado atribuído na **Cláusula 11.3.5(v)**.

1.1.89. “Evento de Quitação VI”: Possui o significado atribuído na **Cláusula 11.3.5(vi)**.

1.1.90. “Evento de Quitação VII”: Possui o significado atribuído na **Cláusula 11.3.5(vii)**.

1.1.91. “Evento de Quitação VIII”: Possui o significado atribuído na **Cláusula 11.3.5(viii)**.





1.1.92. “Evento de Quitação IX”: Possui o significado atribuído na **Cláusula 11.3.5(ix)**.

1.1.93. “Evento de Quitação X”: Possui o significado atribuído na **Cláusula 11.3.5(x)**.

1.1.94. “Excedente Recursos Recompra”: Possui o significado atribuído na **Cláusula 6.2.6.6**.

1.1.95. “Fatos Relevantes”: Significa os fatos relevantes publicados pela Americanas em 11 de janeiro de 2023, em 13 de junho de 2023 e em 14 de junho de 2023.

1.1.96. “Fiança Bancária”: Possui o significado atribuído na **Cláusula 6.2.6.3.6**.

1.1.97. “1º Financiamento DIP”: Significa o financiamento de caráter extraconcursal deferido nos termos dos arts. 69-A e 84, I-B da LRF, pelo Juízo da Recuperação na decisão de ID nº 45476646, em 09 de fevereiro de 2023, nos autos do incidente processual nº 0813541-59.2023.8.19.0001, em trâmite perante o Juízo da Recuperação, vinculado ao “*Instrumento Particular de Escritura da 19ª (Décima Nona) Emissão Privada de Debêntures Simples, não Conversíveis em Ações, da Espécie Quirografária, em Série Única*” datado de 07 de fevereiro de 2023.

1.1.98. “2º Financiamento DIP”: Possui o significado atribuído na **Cláusula 4.1.1**.

1.1.99. “Homologação Judicial do Plano”: Significa a decisão judicial proferida pelo Juízo da Recuperação que homologar o Plano e conceder a recuperação judicial ao Grupo Americanas, nos termos do art. 58, *caput*, ou do art. 58, §1º, ambos da LRF, conforme publicada no Diário de Justiça do Tribunal de Justiça do Estado do Rio de Janeiro.

1.1.100. “IPCA”: Significa o Índice de Preço ao Consumidor Amplo, medido mensalmente pelo IBGE (Instituto Brasileiro de Geografia e Estatística), ou outro índice que venha legalmente a substituí-lo.

1.1.101. “Juízo da Recuperação” ou “Juízo da Recuperação Judicial”: Significa o Juízo da 4ª Vara Empresarial da Comarca da Capital do Estado do Rio de Janeiro, perante o qual foi distribuída a Recuperação Judicial.





1.1.102. "Laudos": Significa os laudos econômico-financeiro e de avaliação dos bens e ativos do Grupo Americanas, elaborados nos termos do art. 53, incisos II e III da LRF, na forma dos **Anexos I e II**.

1.1.103. "Lei": Significa qualquer lei, regulamento, ordem, sentença ou decreto expedido por qualquer autoridade governamental.

1.1.104. "Lei das Sociedades por Ações": Significa a Lei Federal nº 6.404, de 15 de dezembro de 1976, conforme vigente nesta data.

1.1.105. "Leilão Reverso": Possui o significado atribuído na **Cláusula 6.2.2**.

1.1.106. "Linha de Crédito": Possui o significado atribuído na **Cláusula 6.2.7.2**.

1.1.107. "Linhas de Fiança Bancária ou Seguro Garantia": Possui o significado atribuído na **Cláusula 6.2.6.3.6**.

1.1.108. "LRF": Significa a Lei nº 11.101, de 09 de fevereiro de 2005, com as alterações existentes nesta data.

1.1.109. "Montante do Aumento ARs": Possui o significado atribuído na **Cláusula 4.1.2**.

1.1.110. "Montante do Aumento Credores": Possui o significado atribuído na **Cláusula 4.1.2**.

1.1.111. "Novas Ações Capitalização de Créditos": Possui o significado atribuído na **Cláusula 4.1.2.1**.

1.1.112. "Novas Ações Novos Recursos": Possui o significado atribuído na **Cláusula 4.1.2.1**.

1.1.113. "Novas Ações Mercado": Possui o significado atribuído na **Cláusula 4.1.2.1**.

1.1.114. "Novo Conselho de Administração": Possui o significado atribuído na **Cláusula 8.2.1**.





1.1.115. “Observador Judicial”: Significa o observador judicial CCC Monitoramento Ltda., indicado no acórdão de fls. 330/344, proferido no âmbito do agravo de instrumento nº 0045600-39.2023.8.19.0000, em trâmite perante a 18ª Câmara de Direito Privado do Tribunal de Justiça do Rio de Janeiro, ou outro que vier a substituí-lo, cuja permanência no cargo foi condicionada à deliberação em Assembleia Geral de Credores e que fica expressamente dispensado pelos Credores de assumir o cargo a partir e por força da Aprovação do Plano.

1.1.116. “Parcela Majorada de Créditos Quirografários”: Possui o significado atribuído na **Cláusula 6.5**.

1.1.117. “Partes Isentas”: Significa as Recuperandas e/ou respectivas Afiliadas, os Administradores Isentos, os Acionistas de Referência e/ou suas respectivas Afiliadas, os Acionistas dos ARs e/ou suas respectivas Afiliadas, os Credores Isentos e/ou suas respectivas Afiliadas e, nos casos dos Administradores Isentos, dos Acionistas de Referência e suas respectivas Afiliadas, dos Acionistas dos ARs e suas respectivas Afiliadas, desde que tenham individual e expressamente aderido e assinado o respectivo Termo de Compromisso de Não Litigar, Quitação e Renúncia, até a Data Limite de Assinatura do Termo de Compromisso de Não Litigar, Quitação e Renúncia.

1.1.118. “Período de Correção do Aumento de Capital Reestruturação”: Possui o significado atribuído na **Cláusula 4.1.2**.

1.1.119. “Período de Suspensão das Demandas”: Possui o significado atribuído na **Cláusula 11.3**.

1.1.120. “Pessoa”: Significa qualquer pessoa natural ou jurídica, sociedade por ações (incluindo qualquer sociedade sem fins lucrativos), fundação ou pessoa jurídica semelhante, sociedade em nome coletivo ou sociedade em comandita simples, sociedade de responsabilidade limitada, sociedade em conta de participação, fundo de investimento, *joint venture*, espólio, *trust*, associação, organização, autoridade governamental, bem como qualquer pessoa jurídica de direito público ou privado, no Brasil ou no exterior.

1.1.121. “Plano”: Significa este plano de recuperação judicial, incluindo todos os seus Anexos.





1.1.122. “Prazo da Garantia de Processos Administrativos e Judiciais”: Possui o significado atribuído na **Cláusula 6.2.6.3.7.2.**

1.1.123. “Quitações e Renúncias”: Possui o significado atribuído na **Cláusula 11.3.5.**

1.1.124. “Reais” ou “R\$”: Significa a moeda corrente nacional, ou seja, o Real.

1.1.125. “Receita Líquida de Eventos de Liquidez”: Significa o valor total da contrapartida (inclusive, sem limitação, mediante pagamento em dinheiro ou assunção de dívidas ou obrigações das Recuperandas à exceção dos passivos que integram o Acervo Uni.co, o Acervo HNT, o Acervo AME e o Acervo Digital, conforme o caso) atribuída a 100% (cem por cento) das ações (*equity value*) de emissão de determinada UPI Definida de titularidade das Recuperandas e que sejam efetivamente alienadas a terceiros pelas Recuperandas, sendo certo que o referido valor será (a) líquido dos Valores Ajuste de Preço M&A e dos Valores Custo M&A aplicáveis; e (b) somando-se (x) o valor de quaisquer dívidas ou obrigações das Recuperandas direta ou indiretamente assumidas pelo adquirente, à exceção dos passivos que integram o Acervo Uni.co, o Acervo HNT, o Acervo AME ou o Acervo Digital, conforme o caso, e (y) quaisquer Valores Adicionais M&A, sendo certo que, em qualquer caso, os valores correspondentes serão computados como Receita Líquida de Eventos de Liquidez somente se e conforme seu efetivo desembolso para as Recuperandas. Para evitar dúvidas, o “*equity value*” corresponderá ao valor econômico para os acionistas, determinado com base no valor econômico da totalidade dos ativos (conceito de “*enterprise value*” ou “valor da firma”) da UPI Definida em questão, deduzido do valor da dívida líquida da empresa, ou atribuível à respectiva UPI Definida.

1.1.126. “Recompra de Créditos Quirografários”: Significa a recompra de Créditos Quirografários com os Recursos Destinados à Recompra, nos termos da **Cláusula 6.2.6.4** e seguintes.

1.1.127. “Recursos Destinados à Recompra”: Possui o significado atribuído na **Cláusula 6.2.6.4**, incluindo os recursos vinculados e depositados na Conta de Integralização Aumento de Capital Reestruturação.

1.1.128. “Relação de Credores”: Significa a relação de credores apresentada pela Administração Judicial em 02 de junho de 2023 (ID nº 61320601), e que poderá ser aditada pela Administração Judicial, de tempos em tempos, seja em





virtude da implementação dos termos da opção de reestruturação escolhida pelos Credores Concurssais, da resolução da controvérsia a respeito da Data do Pedido nos termos propostos neste Plano, dos acordos celebrados entre as Partes Litigantes em qualquer Demanda, dos julgamentos administrativos ou judiciais no âmbito das divergências, habilitações e impugnações de crédito, seja em razão de decisões judiciais ou arbitrais que reconhecerem novos Créditos Concurssais ou alterarem a legitimidade, classificação ou o valor de Créditos Concurssais já reconhecidos, desde que transitadas em julgado ou que tais reconhecimentos, alterações, classificações ou valores produzam efeitos em decorrência de ordem judicial específica expedida pelo Juízo da Recuperação Judicial ou em razão de acordos celebrados entre as Partes em qualquer Demanda.

1.1.129. “Relação de Credores – Pagamentos”: Significa a relação de Créditos ajustada para fins dos Pagamentos previstos neste Plano, a qual será válida e eficaz somente na Data de Fechamento – Opção de Reestruturação II, desde que não ocorra nenhuma condição resolutiva prevista na **Cláusula 9.1** – refletindo (i) os Créditos definidos nos acordos celebrados entre as Recuperandas e Credores; (ii) os Créditos definidos como Créditos Acordados no Anexo D do Acordo de Apoio ao Plano; e (iii) os Créditos detidos pelos Credores Financeiros que optarem pela Opção de Reestruturação – Créditos Retidos ou Compensados, nos termos da **Cláusula 6.2.7** do Plano. A Relação de Credores – Pagamentos anexa a este Plano, nos termos do **Anexo 1.1.129**, será complementada: (i) na(s) Data(s) da AGC, após o término do prazo para a celebração dos Acordos de Apoio ao Plano; e (ii) em até 5 (cinco) dias do término do prazo para a escolha de Pagamento da Opção de Reestruturação – Créditos Retidos ou Compensados. A Relação de Credores – Pagamentos será considerada antes da Data de Fechamento apenas como referência para fins de: (i) participação no Leilão Reverso, nos termos da **Cláusula 6.2.2.10**; e (ii) pagamento da Opção de Reestruturação II, nos termos da **Cláusula 6.2.6**.

1.1.130. “Relatório de Monitoramento”: Significa o relatório a ser elaborado e disponibilizado trimestralmente pelas Recuperandas em local específico em seu sítio eletrônico no campo de relação com investidores, nos termos da **Cláusula 11.10** e **Anexo 11.10**.

1.1.131. “Saldo Créditos Quirografários Opção I – Pós Leilão Reverso”: Significa o saldo dos Créditos Quirografários detidos pelos Credores Quirografários Opção I líquidos do eventual montante destes Créditos





Quirografários a ser pago no contexto do Leilão Reverso nos termos na **Cláusula 6.2.2.**

1.1.132. “Saldo Créditos Quirografários Opção II – Pós Leilão Reverso”: Significa o saldo dos Créditos Quirografários detidos pelos Credores Quirografários Opção II líquidos do eventual montante destes Créditos Quirografários a ser pago no contexto do Leilão Reverso nos termos na **Cláusula 6.2.2.**

1.1.133. “Saldo Créditos Quirografários Opção II – Pós Capitalização de Créditos”: Significa o saldo dos Créditos Quirografários detidos pelos Credores Quirografários Opção II após a *dedução* do Montante do Aumento Credores do Saldo Créditos Quirografários Opção II – Pós Leilão Reverso.

1.1.134. “Saldo Leilão Reverso Não Utilizado”: Possui o significado atribuído na **Cláusula 6.2.2.9.**

1.1.135. “Saldo Remanescente Créditos Quirografários Opção II”: Significa o saldo remanescente dos Créditos Quirografários detidos pelos Credores Quirografários Opção II após a *dedução* do Valor Total da Emissão do Saldo Créditos Quirografários Opção II – Pós Capitalização de Créditos.

1.1.136. “Seguro Garantia”: Possui o significado atribuído na **Cláusula 6.2.6.3.6.**

1.1.137. “Série Prioritária”: Significa a série prioritária das Debêntures Americanas, observado os termos e condições previstos na **Cláusula 6.2.6.3.2.**

1.1.138. “Série Simples”: Significa a série simples das Debêntures Americanas, observado os termos e condições previstos na **Cláusula 6.2.6.3.1.**

1.1.139. “SPE”: Possui o significado atribuído na **Cláusula 7.2.1.**

1.1.140. “SPE AME”: Possui o significado atribuído na **Cláusula 7.2.1(iii).**

1.1.141. “SPE Digital”: Possui o significado atribuído na **Cláusula 7.2.1(iv).**

1.1.142. “SPE HNT”: Possui o significado atribuído na **Cláusula 7.2.1(i).**

1.1.143. “SPE Uni.Co”: Possui o significado atribuído na **Cláusula 7.2.1(ii).**





1.1.144. “Taxa de Câmbio Conversão”: Significa, para qualquer evento previsto neste Plano, o fator de variação da cotação de fechamento da taxa de venda de Dólares dos Estados Unidos da América (PTAX), disponível na página do Banco Central na rede mundial de computadores (<https://www.bcb.gov.br/>), que será utilizada com 4 (quatro) casas decimais, do último Dia Útil que anteceder o término do prazo para os Credores escolherem a respectiva opção de pagamento nos termos deste Plano.

1.1.145. “Termo de Apoio”: Significa o termo de adesão e apoio ao Acordo de Apoio ao Plano, conforme a minuta constante do anexo G.1. do Acordo de Apoio ao Plano.

1.1.146. “Termo(s) de Compromisso de Não Litigar, Quitação e Renúncia”: Significa o Termo de Compromisso de Não Litigar, Quitação e Renúncia aderido e assinado individualmente, conforme o caso, pelos Administradores Isentos, pelos Acionistas de Referência e/ou suas Afiliadas, e pelos Acionistas dos ARs e/ou suas Afiliadas, substancialmente na forma do **Anexo 1.1.146** cuja cópia deverá ser enviada para as Recuperandas nos termos da **Cláusula 12.10** do Plano. As Recuperandas disponibilizarão em seu website, aba Recuperação Judicial, a relação dos Termo(s) de Compromisso de Quitação e Renúncia assinados pelos Administradores Isentos, pelos Acionistas de Referência e suas Afiliadas, e pelos Acionistas dos ARs e suas Afiliadas e manterão listagem sempre atualizada, obrigando-se a disponibilizar às Partes Isentas a cópia dos respectivos termos sempre que seja solicitada nesse sentido.

1.1.147. “TJRI”: Significa o Tribunal de Justiça do Estado do Rio de Janeiro.

1.1.148. “TR”: significa a taxa de referência instituída pela Lei nº 8.177/91, conforme apurada e divulgada pelo Banco Central do Brasil, cujo produto agregar-se-á ao saldo do valor nominal do Crédito para fins de cálculo do valor pecuniário das obrigações previstas neste Plano, e que será devido nas datas de pagamento aqui estabelecidas. No caso de indisponibilidade temporária da TR, será utilizado, em sua substituição, o último número-índice divulgado, calculado *pro rata temporis* por Dias Úteis, porém, não cabendo, quando da divulgação do número-índice devido, quaisquer compensações financeiras. Na ausência de apuração e/ou divulgação do número-índice por prazo superior a 5 (cinco) Dias Úteis após a data esperada para sua divulgação, ou, ainda, no caso de sua extinção ou por imposição legal ou determinação judicial, a TR deverá ser substituída pela substituta determinada legalmente para tanto.





1.1.149. “UPI”: Significa cada unidade produtiva isolada, a ser eventual e oportunamente constituída pelo Grupo Americanas com bens, direitos ou ativos de qualquer natureza, tangíveis ou intangíveis, isolados ou em conjunto, na forma dos arts. 60 e 60-A da LRF.

1.1.150. “UPI AME”: Possui o significado atribuído na **Cláusula 7.2.1(iii)**.

1.1.151. “UPI Digital”: Possui o significado atribuído na **Cláusula 7.2.1(iv)**.

1.1.152. “UPI HNT”: Possui o significado atribuído na **Cláusula 7.2.1(i)**.

1.1.153. “UPI Uni.Co”: Possui o significado atribuído na **Cláusula 7.2.1(ii)**.

1.1.154. “UPIs Definidas”: Significa as UPIs descritas na **Cláusula 7.2**.

1.1.155. “Valor Ajustado da Garantia de Processos Administrativos e Judiciais”: Possui o significado atribuído na **Cláusula 6.2.6.3.7**.

1.1.156. “Valor Cash Sweep”: Possui o significado atribuído na **Cláusula 7.3**.

1.1.157. “Valor da Garantia de Processos Administrativos e Judiciais”: Possui o significado atribuído na **Cláusula 6.2.6.3.6**.

1.1.158. “Valor do Leilão Reverso”: Possui o significado atribuído na **Cláusula 6.2.2.2**.

1.1.159. “Valores Adicionais M&A”: Significa os valores referentes a quaisquer quantias a serem devidas ou liberadas às Recuperandas após o fechamento da alienação de determinada UPI Definida dependendo de eventos futuros, incluindo parcelas de preço a prazo, preço contingente (*earn-outs*), liberação de valores depositados em garantia (*escrow*) e eventos similares.

1.1.160. “Valores Ajuste de Preço M&A”: Significa os valores de ajustes do preço de aquisição de alienação de determinada UPI Definida acordados entre o Grupo Americanas e o respectivo adquirente no contrato de compra e venda da respectiva UPI Definida, que (i) deverão, nos termos do contrato de compra e venda respectivo, ser apurados em até 3 (três) meses contados da data de fechamento da operação de alienação da respectiva UPI e (ii) as Recuperandas





poderão estabelecer, no respectivo contrato de compra e venda, a possibilidade do comprador reter ou depositar em conta de depósito em garantia (*escrow*), valores em garantia do ajuste de preço não superiores a 20% (vinte por cento) do respectivo preço de aquisição.

1.1.161. “Valores a serem Compensados”: Possui o significado atribuído na **Cláusula 1.1.165** abaixo.

1.1.162. “Valores Compensados”: Possui o significado atribuído na **Cláusula 1.1.165** abaixo.

1.1.163. “Valores Custo M&A”: Significa em relação às UPIs Definidas que compreendem o Acervo Uni.Co, o Acervo HNT, o Acervo AME e o Acervo Digital, (i) os valores dos custos e despesas comprovadamente incorridos e necessários à respectiva operação (tais como custos e despesas com assessoria legal, contábil e financeira e comissão de vendas) limitado, de forma conjunta, aos montantes totais equivalentes a 5% (cinco por cento) do preço de aquisição para cada operação, sendo certo que (a) para os casos em que os 5% (cinco por cento) do preço de aquisição para cada operação correspondam a mais do que R\$ 20.000.000,00 (vinte milhões de Reais), os Valores Custo M&A não poderão superar R\$ 40.000.000,00 (quarenta milhões de Reais), e (b) para os casos em que os 5% (cinco por cento) do preço de aquisição para cada operação correspondam a menos do que a R\$ 20.000.000,00 (vinte milhões de Reais), os Valores Custo M&A não poderão superar R\$ 20.000.000,00 (vinte milhões de Reais); e (ii) os valores de tributos pagos (ou que vierem a ser desembolsados no mesmo exercício social do fechamento da operação ou do recebimento do valor correspondente pelas Recuperandas) tendo como fato gerador a constituição ou venda da respectiva UPI Definida, inclusive eventuais reorganizações societárias necessárias para tanto, sendo certo que as Recuperandas serão as únicas responsáveis pelo recolhimento de referidos tributos.

1.1.164. “Valores Linhas de Fiança Bancária ou Seguro Garantia – Credores Financeiros Bancos”: Possui o significado atribuído na **Cláusula 6.2.6.3.7**.

1.1.165. “Valores Retidos ou Compensados”: Significa (i) os investimentos ou quaisquer valores de titularidade da Americanas detidos em custódia pelos Credores Financeiros Litigantes com Valores Retidos ou Compensados e que, após a divulgação de Fato Relevante pela Americanas em 11 de janeiro de 2023 ou após o pedido de tutela cautelar antecipada ao pedido recuperacional, foram retidos ou compensados (“Valores Compensados”), ou cuja retenção ou





compensação se pretende (“Valores a serem Compensados”), por Credores Financeiros Litigantes com Valores Retidos ou Compensados, objeto de Demandas; e (ii) os valores objeto da Compensação Derivativos, *excetuados* os valores cuja Compensação Derivativos já tenha sido objeto de acordo em sede de impugnação de crédito conjunta, ficando as transações ratificadas por meio deste Plano.

1.1.166. “Valor Excedente Aumento de Capital Reestruturação”: Possui o significado atribuído na **Cláusula 5.1.5.1.**

1.1.167. “Valor Total da Emissão”: Possui o significado atribuído na **Cláusula 6.2.6.3.**

2. CONSIDERAÇÕES INICIAIS

2.1. Histórico

As Lojas Americanas, nome conhecido do consumidor brasileiro e, em especial, do consumidor carioca, foram fundadas em 1929 por John Lee, Glen Matson, James Marshall, Batson Borger e Max Landesmann, empresários estrangeiros que decidiram trazer para o Brasil um modelo de negócio de varejo, para venda de produtos no estilo “*five and ten cents*”, que fazia sucesso nos Estados Unidos no início do século XX.

A operação desta empresa teve início na cidade de Niterói, no estado do Rio de Janeiro, tendo como slogan “nada além de 2 mil réis”.

O sucesso do modelo foi tão grande que, no mesmo ano de sua fundação, as Lojas Americanas já contavam com 4 (quatro) lojas em solo brasileiro – sendo 3 (três) no Rio de Janeiro e 1 (uma) em São Paulo.

Com o rápido crescimento do negócio, já no início dos anos 40, as Lojas Americanas se tornaram uma sociedade anônima, tendo aberto seu capital na Bolsa de Valores Brasileira. O crescimento da Companhia continuou nos anos que sucederam a abertura de seu capital, tendo o seu Controle sido adquirido nos anos 80 pelo Banco Garantia.

Ao longo da década de 1990 e no início dos anos 2000, o Grupo Americanas passou por inúmeras reorganizações societárias que objetivaram o crescimento econômico da empresa, tendo como destaque a criação da “Americanas.com” e a aquisição do





“Shoptime” e do “Ingresso.com”, o que aumentou sua capilaridade no setor de e-commerce.

Em 2006, a Americanas.com e o Submarino passaram por um processo de fusão, que resultou na criação da B2W. Nessa nova sociedade, as Lojas Americanas S.A. passaram a ser titulares de ações representativas de 53,25% do capital social total e votante da nova sociedade e os antigos acionistas do Submarino ficaram com a participação remanescente de 46,75%.

Nos anos que se seguiram, as Lojas Americanas S.A. adquiriram o direito de uso de marcas relevantes, como é o caso da Blockbuster, assim como expandiram suas operações internacionalmente por meio da “exportação” da Ingresso.com para países da América Latina – dentre eles, México, Chile e Argentina.

Logo no início da segunda década dos anos 2000, as Lojas Americanas continuaram com seu plano de expansão, tendo inaugurado relevantes centros de distribuição, lançado o site “SouBarato” e realizado aumentos de capitais que, em 2011, atingiram a monta de R\$ 1 bilhão e, em 2014, aproximadamente, R\$ 2,4 bilhões.

A partir de 2015, o Grupo Americanas acelerou o seu crescimento, o que incluiu aquisições. Nesse período, o Grupo Americanas fez operações de aumento de capital e realizou sua primeira emissão de *bonds*. Além disso, lançou a Americanas Prime e a AME Digital, tendo anunciado parcerias relevantes com Stone, Cielo e Banco do Brasil.

Em 2021, o Grupo Americanas passou por nova reestruturação societária. A combinação operacional da B2W e das Lojas Americanas culminou na criação da Americanas S.A., que abrange tanto o comércio físico como o eletrônico.

Hoje, a Americanas e suas Controladas combinam plataformas digitais (com as marcas Americanas, Submarino e Shoptime), locais físicos de operação (com as Lojas Americanas tradicional, express, local, digital e AME Go), franquias (Imaginarium, MinD, Puket e LoveBrands), *fulfillment*, *fintech* (AME Digital), varejo especializado em frutas, legumes e verduras (Hortifruti Natural da Terra), publicidade e a plataforma de inovação.

É inegável, portanto, a relevância do Grupo Americanas para o mercado brasileiro. Basta ver, por exemplo, a geração de mais de dezenas de milhares de empregos diretos e indiretos e a existência de mais de mil estabelecimentos espalhados por todo o País.

Isso demonstra que o Grupo Americanas possui ativos e *expertise* únicos que impulsionam o seu crescimento com rentabilidade e, graças a eles, é a plataforma de

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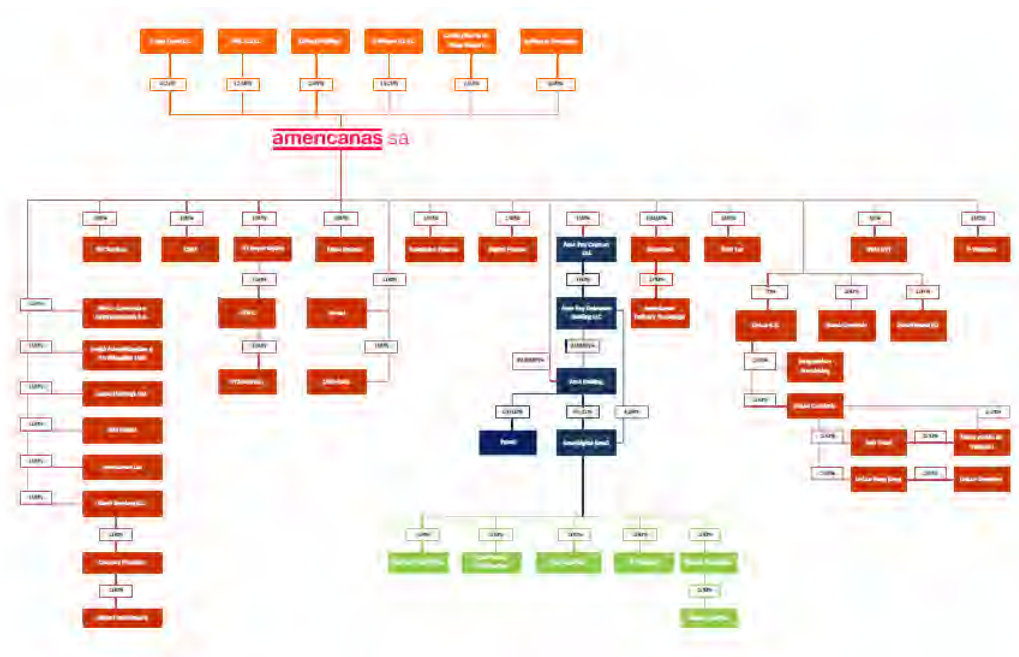


inovação tecnológica capaz de entregar a melhor experiência de consumo *omnichannel* do Brasil, sendo uma das maiores e mais relevantes empresas de varejo do País, empregando centenas de milhares de pessoas, direta e indiretamente.

2.2. Estrutura Organizacional e Operacional

O capital social da Americanas, já totalmente subscrito e integralizado, é de R\$ 15.457.554.222,38 (quinze bilhões, quatrocentos e cinquenta e sete milhões, quinhentos e cinquenta e quatro mil, duzentos e vinte e dois Reais e trinta e oito centavos) e se divide em 902.529.503¹ (novecentos e dois milhões, quinhentos e vinte e nove mil, quinhentos e três) ações ordinárias.

O quadro societário das subsidiárias da Americanas encontra-se abaixo ilustrado:



2.3. Razões da Crise e Demonstração de Viabilidade Econômica

Em 11 de janeiro de 2023, foi divulgado ao mercado, por meio de Fato Relevante, que foram detectadas inconsistências em lançamentos contábeis redutores da conta de “Fornecedores”, realizados em exercícios anteriores, incluindo o exercício de 2022.

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





Numa análise preliminar, a área contábil da Companhia estimou que os valores das inconsistências seriam de dimensão aproximada de R\$ 20 bilhões na data-base de 30 de setembro de 2022.

Imediatamente após a divulgação do Fato Relevante, o Grupo Americanas passou a adotar diversas condutas no desígnio de identificar as circunstâncias que ensejaram as inconsistências em lançamentos contábeis. Nesse sentido, a Companhia, com absoluta observância aos deveres de transparência e diligência, instaurou um Comitê Independente, com vistas a (i) apurar a origem das inconsistências e o consequente impacto no resultado das empresas do Grupo Americanas; e (ii) identificar quais medidas serão adotadas para corrigir as inconsistências constatadas.

Além da criação do Comitê Independente, com plenos poderes para atuar de forma autônoma e apurar os fatos reportados no Fato Relevante, diversas outras medidas já foram implementadas pelo Grupo Americanas com o propósito de garantir a mais estrita preservação de informações e documentos do Grupo Americanas, tudo com o objetivo de contribuir plenamente com as apurações em curso e autoridades envolvidas.

Com a evolução das apurações e obtenção de novas evidências, um time de assessores jurídicos externos realizou uma análise criteriosa e identificou que as demonstrações financeiras da Companhia vinham sendo fraudadas pela gestão anterior, conforme divulgado no Fato Relevante de 13 de junho de 2023, com esforços dos envolvidos para ocultar sua real situação patrimonial. De fato, a Americanas foi vítima de uma fraude sofisticada, baseada na manipulação dolosa de seus controles internos por parte de sua antiga gestão.

Como consequência da crise financeira enfrentada, a Companhia passou a ter dificuldade de celebração de operações de adiantamento de recebíveis de cartões de crédito, modalidade usual de financiamento das operações das Recuperandas, o que impediu o acesso a recursos de curto prazo necessários para o capital de giro do Grupo Americanas.

Ademais, a retenção de recursos financeiros do Grupo Americanas contribuiu significativamente para o agravamento da crise financeira, parcialmente mitigada com a obtenção do 1º Financiamento DIP.

Entretanto, conforme atestam os Laudos apresentados pela Apsis Consultoria Empresarial Ltda. juntamente com este Plano e que deste constitui parte integrante, as Recuperandas são empresas viáveis e geradoras de valor para seus *stakeholders*, com grande potencial de investimento e expansão, desde que sua estrutura de capital seja readequada na forma deste Plano, em especial mediante o Aumento de Capital





Reestruturação. Os Laudos do Grupo Americanas estão anexados ao Plano (**Anexos I e II**).

Assim, o Grupo Americanas apresenta este Plano para viabilizar a superação de sua crise econômico-financeira, a fim de, nos termos do art. 47 da LRF, permitir a manutenção da fonte produtora, do emprego dos trabalhadores (atualmente, são dezenas de milhares de empregos diretos e indiretos) e dos interesses dos credores, promovendo, assim, a preservação da empresa, sua função social e o estímulo à atividade econômica do País, especialmente dos Estados do Rio de Janeiro e São Paulo, bem como dos respectivos municípios em que opera.

2.4. Objetivos do Plano de Recuperação Judicial. O Plano tem por objetivo a reestruturação dos Créditos Concurais de maneira justa e equânime, consistente com as projeções de negócios do Grupo Americanas, necessidades de fluxo de caixa e investimentos necessários. A Homologação Judicial do Plano busca a: (i) preservar a função social das Recuperandas e dos negócios do Grupo Americanas; (ii) preservar os empregos existentes e promover a geração de novos empregos; (iii) permitir que o Grupo Americanas supere sua crise econômico-financeira; (iv) evitar a falência das Recuperandas; (v) permitir que o Grupo Americanas estabeleça nova capacidade produtiva e posição financeira independente e sustentável; e (vi) viabilizar novos investimentos e o Aumento de Capital Reestruturação.

3. DISPOSIÇÕES GERAIS

3.1. As disposições abaixo têm por objeto apresentar e esclarecer as bases e condições necessárias para a interpretação deste Plano, incluindo os seus Anexos.

3.2. Conflitos entre Cláusulas. Na hipótese de conflito entre Cláusulas, a Cláusula que contenha disposição específica prevalecerá sobre a Cláusula que contenha disposição genérica.

3.3. Conflito com Anexos. Na hipótese de conflito entre qualquer disposição do Plano e quaisquer dos Anexos, as disposições deste Plano prevalecerão, sendo certo que os Anexos são parte integrante deste Plano para todos os fins, com exceção do Acordo de Apoio ao Plano constante do **Anexo 1.1.7**.

3.4. Conflitos com Contratos. Na hipótese de conflito entre qualquer disposição deste Plano e quaisquer disposições de quaisquer contratos e/ou escrituras relativos aos Créditos Concurais, as disposições deste Plano prevalecerão, observado o disposto na **Cláusula 12.16**.





3.5. Disposições Legais. As referências às disposições legais devem ser interpretadas como referências à legislação em vigor nesta data.

3.6. Prazos. Todos os prazos previstos no Plano deverão ser considerados de acordo com o Código Civil Brasileiro, que estabelece que o dia de início do prazo será excluído e o último dia do prazo será incluído. Todos os termos e prazos referidos neste Plano (sejam contados em Dias Úteis ou não), cujo termo final seja em um dia que não seja Dia Útil, serão considerados como imediatamente prorrogados para o Dia Útil subsequente.

3.7. Regras Gerais Aplicáveis ao Pagamento dos Créditos Concurrais. O Plano se aplica a todos os Créditos Concurrais, incluindo os Créditos Pós-Cautelar e Pré-Pedido, independentemente da classe de Credores em que os Créditos Concurrais se enquadrem, e regula todas as relações entre o Grupo Americanas e os Credores Concurrais, substituindo todos os contratos e outros instrumentos que deram origem aos Créditos Concurrais.

4. PRINCIPAIS MEIOS DE RECUPERAÇÃO

4.1. Visão Geral. O Grupo Americanas propõe a adoção das medidas elencadas abaixo como forma de superar a sua atual e momentânea crise econômico-financeira, as quais estão detalhadas nas seções específicas do presente Plano, nos termos da LRF e demais Leis aplicáveis.

4.1.1. 2º Financiamento DIP. Como fator essencial para viabilizar o pagamento dos Credores Fornecedores Colaboradores nos termos da **Cláusula 6.2.9**, a Americanas realizará a contratação de um novo financiamento de caráter extraconcursal, nos termos dos arts. 69-A e 84, I-B da LRF, por meio da emissão privada pela Americanas de debêntures simples, não conversíveis em ações, em série única, a ser integralmente subscrito e integralizado, de forma *pro rata*, pelos Acionistas de Referência, em até 15 (quinze) dias contados da Data de Homologação, conforme previsto no Acordo de Apoio ao Plano e de acordo com os seguintes termos e condições ("**2º Financiamento DIP**"):

(a) **Valor:** O valor total do 2º Financiamento DIP será de R\$ 3.500.000.000,00 (três bilhões e quinhentos milhões de Reais);

(b) **Vencimento:** 2 (dois) anos contados da data do primeiro desembolso relativo ao 2º Financiamento DIP;





(c) Remuneração: Variação acumulada (desde que positiva) do IPCA desde a data do desembolso do 2º Financiamento DIP até o seu efetivo pagamento, sendo certo que, caso o 2º Financiamento DIP seja desembolsado em mais de uma tranche, o IPCA incidirá a partir da data de cada desembolso; e

(d) Garantia: Para garantir o cumprimento das obrigações da Americanas no contexto do 2º Financiamento DIP, após o desembolso da primeira tranche, a Americanas outorgará uma garantia sobre 100% (cem por cento) dos recebíveis de cartão de crédito disponíveis, limitados ao valor total do 2º Financiamento DIP.

4.1.2. Aumento de Capital Reestruturação. O Grupo Americanas realizará, na forma da **Cláusula 5** deste Plano, um aumento de capital social da Americanas, com a consequente emissão por subscrição privada (ou seja, sem registro na CVM) de novas ações ordinárias ("Novas Ações") e bônus de subscrição como vantagem adicional aos subscritores ("Bônus de Subscrição"), na forma dos arts. 77, 170, §1º e 171, §2º, da Lei das Sociedades por Ações e demais disposições legais aplicáveis, que viabilize a subscrição e integralização de Novas Ações (a) pelos Acionistas de Referência, de forma *pro rata* e nos termos do Acordo de Apoio ao Plano, pelo montante de R\$ 12.000.000.000,00 (doze bilhões de Reais), corrigido pela variação acumulada (desde que positiva) do IPCA entre a Aprovação do Plano e o 1º Dia Útil que anteceder a data da aprovação do Aumento de Capital Reestruturação ("Período de Correção do Aumento de Capital Reestruturação" e "Montante do Aumento ARs"), o qual será integralizado em moeda corrente do país e mediante a capitalização de créditos oriundos dos Financiamentos DIP, nos termos do Acordo de Apoio ao Plano, para a implementação dos termos e condições de reestruturação dos Créditos Concurrais; e (b) pelos Credores Financeiros, em nome próprio ou por uma de suas respectivas Afiliadas, que expressa e tempestivamente escolherem a Opção de Reestruturação II estabelecida na **Cláusula 6.2.6** ("Credores Entrantes na Americanas"), de forma *pro rata*, pelo montante de até R\$ 12.000.000.000,00 (doze bilhões de Reais), igualmente corrigido pela variação acumulada (desde que positiva) do IPCA durante o Período de Correção do Aumento de Capital Reestruturação ("Montante do Aumento Credores"), o qual será integralizado mediante a capitalização do Saldo de Créditos Quirografários Opção II – Pós Leilão Reverso em valor equivalente ao Montante do Aumento Credores; e (c) pelos acionistas titulares de ações ordinárias de emissão da Americanas em circulação por ocasião do Aumento de Capital





Reestruturação que exercerem seu respectivo direito de preferência, mediante aporte em dinheiro. Para fins da capitalização de Créditos Quirografários em Dólar no contexto do Aumento de Capital Reestruturação, tais créditos serão convertidos para a moeda corrente nacional com base na Taxa de Câmbio Conversão ("Aumento de Capital Reestruturação").

4.1.2.1. O Aumento de Capital Reestruturação será realizado por meio de subscrição privada de novas ações ordinárias pelos Acionistas de Referência ("Novas Ações Novos Recursos"), pelos Credores Entrantes na Americanas ("Novas Ações Capitalização de Créditos") e pelos acionistas que exercerem o seu direito de preferência nos termos da **Cláusula 5.1.5** ("Novas Ações Mercado"), e de Bônus de Subscrição de emissão da Americanas como vantagem adicional na subscrição das novas ações ordinárias emitidas no âmbito do Aumento de Capital, sendo que os Bônus de Subscrição terão as características previstas na **Cláusula 5.1.6**, observado que os Acionistas de Referência deverão exercer os Bônus de Subscrição, sempre que necessário, na forma prevista no Acordo de Apoio ao Plano, até o limite dos Bônus de Subscrição de sua titularidade ("Participação Acionistas de Referência").

4.1.2.2. Na AGE Aumento de Capital Reestruturação poderão ser submetidas à deliberação outras operações prévias com as ações da Americanas, tais como o grupamento da totalidade das ações de emissão da Americanas, com o objetivo de conferir mais razoabilidade ao valor unitário e de cotação das ações ordinárias de emissão da Americanas e viabilizar a realização do Aumento de Capital – Reestruturação nos termos e condições previstos neste Plano.

4.1.3. Reestruturação dos Créditos Concurais. O Grupo Americanas realizará uma reestruturação e equalização de seu passivo relativo a Créditos Concurais, adequando-os à sua capacidade de pagamento, mediante alteração no prazo, nos encargos e na forma de pagamento, nos termos estabelecidos na **Cláusula 6**.

4.1.4. Alienação e Oneração de Ativos. Como forma de levantamento dos recursos necessários para o cumprimento das obrigações deste Plano, as Recuperandas (i) deverão promover processos organizados de alienação para as UPIs HNT e Uni.co; (ii) poderão promover processos organizados de alienação dos ativos listados no **Anexo 4.1.4** sob a forma de UPIs ou não, observado o disposto neste Plano; (iii) poderão onerar bens que integram o ativo





permanente (não circulante) das Recuperandas listados no **Anexo 4.1.4**; bem como (iv) poderão promover a alienação ou oneração de outros Ativos Relevantes, inclusive para fins de garantia em processos judiciais, observadas as limitações estabelecidas na Escritura de Debêntures Americanas, e de quaisquer outros bens integrantes do seu ativo circulante (não permanente) (“Ativos Não Relevantes”) sem nenhuma limitação e no curso normal dos negócios da Companhia, em qualquer caso independentemente de nova aprovação dos Credores Concursais, na forma da **Cláusula 7.1** deste Plano e, conforme aplicável, dos arts. 60, 60-A, 66, 140, 141 e 142 da LRF, e desde que observados os demais termos e condições deste Plano e observadas e/ou obtidas as autorizações ou limitações regulatórias necessárias, e aquelas previstas no Estatuto Social das Recuperandas, conforme aplicáveis, ficando ratificadas por meio e por força da Aprovação do Plano (i) as alienações de Ativos Relevantes realizadas no curso normal dos negócios da Companhia entre a Data do Pedido e a Data de Homologação até o montante agregado de R\$ 5.000.000,00 (cinco milhões de Reais); (ii) e aquelas autorizadas pelo Juízo da Recuperação Judicial no mesmo período.

4.1.4.1 Na alienação de UPI, a(s) UPI(s) e o(s) adquirente(s) não sucederá(ão) nas obrigações do Grupo Americanas de quaisquer naturezas, nos termos do disposto no art. 60, parágrafo único, e art. 141, inciso II da LRF e do art. 133, §1º, inciso II da Lei nº 5.172/1966, inclusive, mas não exclusivamente, as obrigações de natureza fiscal, tributárias e não tributárias, ambiental, regulatória, administrativa, penal, anticorrupção, cível, comercial, consumerista, trabalhista e previdenciária.

4.1.4.2 O disposto na **Cláusula 4.1.4.1** a respeito da não sucessão do(s) adquirente(s) nas obrigações do Grupo Americanas será aplicável, após a Data de Homologação, independentemente da forma que vier a ser implementada a alienação da UPI, ordinária, extraordinária ou qualquer forma alternativa, aplicando-se, conforme o caso, o disposto nos arts. 60, parágrafo único, 142, 144 ou 145 da LRF.

4.1.4.3 Na alienação dos bens móveis ou imóveis do Grupo Americanas, que não constituírem UPIs, sejam tais bens vendidos individualmente ou em bloco, direta ou indiretamente, mediante o aporte de tais bens no capital de alguma sociedade do Grupo Americanas e a venda das quotas ou ações de sua emissão, o(s) adquirente(s) não sucederá(ão) nas obrigações do Grupo Americanas de quaisquer naturezas, nos termos do disposto nos art. 66, §3, 141, inciso II e no art. 142 da LRF, inclusive as





obrigações de natureza ambiental, regulatória, administrativa ou anticorrupção.

4.1.4.4 As Recuperandas poderão alienar os bens que se encontram listados no **Anexo 4.1.4** e que não forem utilizados para a constituição de UPIs, bem como os Ativos Relevantes, observadas as limitações estabelecidas na Escritura de Debêntures Americanas, e os Ativos Não Relevantes, independentemente de nova aprovação dos Credores Concursais, da forma que entenderem mais eficiente, inclusive extrajudicialmente e diretamente a eventuais interessados, não estando obrigadas a seguir qualquer das modalidades ordinárias de alienação judicial de ativos previstas no art. 142 da LRF.

4.1.4.5 Enquanto as alienações de todas as UPIs Definidas não forem concluídas, sob pena de descumprimento do Plano, (i) o Grupo Americanas não poderá realizar ou permitir que seja realizada qualquer compensação de créditos ou débitos detidos pelas ou devidos às UPIs Definidas contra ou por qualquer Pessoa, incluindo, sem qualquer limitação, o proponente de uma Proposta Vencedora que, em qualquer caso, não poderá realizar qualquer ajuste de preço na respectiva proposta em função de eventual compensação de créditos ou débitos devidos pelas UPIs ou pelo Grupo Americanas; (ii) as UPIs Definidas não poderão assumir ou se sub-rogar em qualquer dívida ou obrigação do Grupo Americanas; e (iii) o Grupo Americanas não poderá alienar, transferir, arrendar, onerar ou de qualquer outra forma dispor dos ativos que compõem as UPIs Definidas para terceiros, exceto conforme hipóteses previstas neste Plano e observado o disposto na Escritura de Debêntures Americanas.

4.1.4.6 A Conta de Pagamentos M&A, a Conta de Integralização Aumento de Capital Reestruturação, os ativos, bens e direitos que comporão as UPIs Definidas (i) são essenciais e estão integralmente vinculados ao cumprimento deste Plano, para todos os fins e efeitos de direito, independentemente da, no caso das UPIs Definidas, possível alienação ou transferência de tais ativos para as respectivas UPIs Definidas, em ambos os casos nos termos deste Plano; e (ii) não poderão ser objeto de averbação premonitória, penhora, arresto, sequestro ou qualquer outro tipo de constrição em benefício ou para assegurar direito de qualquer terceiro, sejam ou não detentores de Créditos de qualquer natureza contra o Grupo Americanas, observado, no entanto, o disposto nas **Cláusulas 6.2.6.3.1(h), 6.2.6.3.2(i), 6.2.6.3.3(h) e 6.2.6.3.4(i)**.





4.1.5. Novos Recursos. O Grupo Americanas também poderá, conforme previsto nas **Cláusulas 7.4 e 7.5**, prospectar e adotar medidas, inclusive durante a Recuperação Judicial e sem a necessidade de prévia autorização dos Credores Concurssais em Assembleia Geral de Credores, visando à obtenção de novos recursos, mediante a implementação de eventuais aumentos de capital por meio de subscrição pública ou privada, incluindo os aumentos de capital previstos neste Plano e Aumentos de Capital Autorizados, contratação de novas linhas de crédito, operações de antecipação de recebíveis de cartão de crédito em condições de mercado, financiamentos de qualquer natureza ou outras formas de captação, inclusive no mercado de capitais e com o oferecimento de garantias, a serem aprovados nos termos dos respectivos estatutos sociais das sociedades do Grupo Americanas e desde que observados os termos e condições dispostos neste Plano, nos arts. 67, 69-A e seguintes, 84 e 149 da LRF e as limitações estabelecidas na Escritura de Debêntures Americanas. Eventuais novos recursos captados no mercado de capitais terão natureza extraconcursal para fins do disposto na LRF, salvo se disposto de modo diverso entre as partes e exceto no que diz respeito a eventuais aumentos de capital, uma vez que não representam obrigações de pagamento.

4.1.6. Reorganização Societária. O Grupo Americanas poderá realizar uma ou mais operações de reorganização societária, nos termos da **Cláusula 8.1** deste Plano, visando à obtenção de uma estrutura mais eficiente e adequada à implementação deste Plano, à continuidade de suas atividades, à implementação de seu plano estratégico de negócios e à constituição e organização de UPIs na forma deste Plano, nos termos do art. 50 da LRF, a fim de admitir, inclusive, novos acionistas e/ou novos investidores. Com exceção das reorganizações societárias listadas no **Anexo 4.1.6** e aquelas necessárias para a constituição e organização de UPIs para posterior alienação pelas Recuperandas na forma deste Plano, que poderão ser realizadas independentemente de nova aprovação dos Credores Concurssais, na forma da **Cláusula 8.1** deste Plano, as demais reorganizações societárias dependerão de aprovação dos Credores, reunidos em Reunião de Credores, na forma da **Cláusula 10**.

5. AUMENTO DE CAPITAL REESTRUTURAÇÃO

5.1. Aumento de Capital Reestruturação. Diante das necessidades de novos recursos para assegurar a implementação dos termos e condições de reestruturação de Créditos Concurssais contemplados neste Plano, bem como o sucesso da





Recuperação Judicial do Grupo Americanas, e de forma a viabilizar a Opção de Reestruturação II mediante a capitalização de parte dos Créditos Quirografários de titularidade dos Credores Quirografários Opção II, o Grupo Americanas obriga-se a realizar o Aumento de Capital Reestruturação, a ser realizado na forma deste Plano e observada a legislação aplicável, tão logo quanto possível após a Data de Homologação e em qualquer caso até a Data de Fechamento – Opção Reestruturação II, incluindo a tomada de todas as providências necessárias à realização do Aumento de Capital Reestruturação, observado os seguintes termos e condições:

5.1.1. Valor do Aumento de Capital. O valor total do Aumento de Capital Reestruturação deverá corresponder ao montante necessário para comportar (a.1) o Montante do Aumento ARs; e (b.1) o Montante do Aumento Credores; *acrescido* (c.1) dos montantes eventualmente aportados pelos demais acionistas da Americanas na ocasião do Aumento de Capital Reestruturação, por força do exercício do direito de preferência previsto na **Cláusula 5.1.5** abaixo. Para tanto, o Aumento de Capital deverá ser aprovado em intervalo de valor suficiente para possibilitar (a.2) aos Acionistas de Referência, o direito de subscrever e integralizar as Novas Ações Novos Recursos, no valor do Montante do Aumento ARs; (b.2) aos Credores Entrantes na Americanas, o direito de subscrever e integralizar as Novas Ações Capitalização de Créditos, até o valor do Montante do Aumento Credores, inclusive utilizando eventual direito de preferência ou direito às sobras não subscritas que lhes for concedido pelos Acionistas de Referência nos termos do Acordo de Apoio ao Plano para subscrição e integralização de Novas Ações Capitalização de Créditos; e (c.2) aos demais acionistas da Americanas, o direito de subscrever e integralizar novas ações ordinárias de emissão da Americanas na proporção do número de ações que possuem nos termos da Lei das Sociedades por Ações. Caberá à Americanas a confirmação do valor final do Aumento de Capital no menor prazo possível após o encerramento do prazo para exercício do direito de preferência previsto neste Plano e no art. 171, §4º da Lei das Sociedades por Ações.

5.1.2. Estrutura do Aumento de Capital Reestruturação. O Aumento de Capital Reestruturação será realizado por meio da emissão privada (a.1) das Novas Ações Novos Recursos, as quais serão integralizadas pelos Acionistas de Referência mediante aporte em dinheiro e mediante a capitalização de Créditos Extraconcursais relacionados aos Financiamentos DIP existentes na data da realização do Aumento de Capital Reestruturação; (b.1) das Novas Ações Capitalização de Créditos, as quais serão integralizadas mediante a capitalização pelos Credores Quirografários Opção II de parte do Saldo de Créditos Quirografários Opção II – Pós Leilão Reverso que seja equivalente ao





Montante do Aumento Credores; (c.1) da subscrição e integralização pelos acionistas da Americanas das Novas Ações Mercado eventualmente emitidas em razão do exercício do direito de preferência previsto na **Cláusula 5.1.5** abaixo e aporte em dinheiro; e (d.1) de Bônus de Subscrição de emissão da Americanas, atribuídos gratuitamente como vantagem adicional aos subscritores das novas ações ordinárias a serem emitidas no contexto do Aumento de Capital Reestruturação, todos sem diluição injustificada e observado o direito de preferência dos acionistas da Americanas previsto na **Cláusula 5.1.5** abaixo.

5.1.2.1 Exclusivamente para fins da integralização das Novas Ações Novos Recursos, o valor do principal dos Créditos Extraconcursais relacionados aos Financiamentos DIP a ser empregado para composição do Montante do Aumento ARs deverá ser corrigido pela variação acumulada (desde que positiva) do IPCA entre a data do respectivo Financiamento DIP (ou seja, (i) para o 1º Financiamento DIP, (a) 07 de fevereiro de 2023, para a 1ª tranche e (b) 06 de outubro de 2023, para a 2ª tranche; e (ii) para o 2º Financiamento DIP, na data do desembolso da respectiva tranche pelos Acionistas de Referência) e o final do Período de Correção do Aumento de Capital Reestruturação, sendo certo que eventual diferença a maior entre a taxa de juros originalmente aplicável aos Financiamentos DIP e a variação acumulada (desde que positiva) do IPCA será tratada, para os fins do presente Plano, como Crédito *Intercompany* e pago de forma subordinada nos termos da **Cláusula 6.2.12** abaixo.

5.1.2.2 Exclusivamente para fins da integralização das Novas Ações Capitalização de Créditos, o valor de parte do Saldo de Créditos Quirografários Opção II – Pós Leilão Reverso equivalente ao Montante do Aumento dos Credores a serem capitalizados deverá ser corrigido pela variação acumulada (desde que positiva) do IPCA no Período de Correção do Aumento de Capital Reestruturação.

5.1.3. Assembleia Geral Extraordinária. Dentro de até 45 (quarenta e cinco) dias contados da Data de Homologação, a Americanas deverá convocar, na forma do seu Estatuto Social e das Leis vigentes, uma assembleia geral extraordinária dos acionistas da Americanas para deliberar, sob a condição suspensiva consistente na verificação e implementação de todas as demais providências e atos necessários ou úteis, a realização do Aumento de Capital Reestruturação ("AGE Aumento de Capital Reestruturação"). A AGE Aumento de Capital Reestruturação deverá ser instalada e conduzida na forma do





Estatuto Social da Americanas, devendo a correspondente ata ser divulgada nos autos da Recuperação Judicial, para conhecimento dos Credores e da Administração Judicial, tão logo disponibilizada à CVM.

5.1.4. Critério de Definição do Preço de Emissão. O preço de emissão das Novas Ações Novos Recursos e das Novas Ações Capitalização de Créditos a ser submetido pela administração da Americanas à deliberação da AGE Aumento de Capital Reestruturação será calculado com base no critério a 1,33x (uma vírgula trinta e três vezes) o preço médio ponderado por volume (VWAP) de negociação das ações ordinárias de emissão da Companhia na B3 nos 60 (sessenta) dias corridos imediatamente anteriores à véspera da Data da Aprovação do Plano, definido nos termos do art. 170, §1º, III da Lei das Sociedades por Ações (“Critério de Definição do Preço de Emissão”). O preço de emissão deverá ser ajustado no caso de eventual agrupamento da totalidade das ações de sua emissão, considerando que, para cada grupo de 3 (três) ações ordinárias de emissão da Americanas subscritas no Aumento de Capital Reestruturação, será emitido um Bônus de Subscrição como vantagem adicional nos termos da Cláusula 5.1.6 abaixo.

5.1.5. Direito de Preferência. Nos termos do art. 171 da Lei das Sociedades por Ações, os acionistas da Americanas por ocasião da realização da AGE Aumento de Capital Reestruturação terão direito de preferência para a subscrição das Novas Ações Mercado a serem eventualmente emitidas em razão do exercício do direito de preferência, na proporção do número de ações de emissão da Americanas que possuírem na data da AGE Aumento de Capital Reestruturação, exercível no prazo máximo de 30 (trinta) dias contados da publicação da respectiva ata, a qual deverá ser realizada pela Companhia no Dia Útil imediatamente posterior à realização da AGE Aumento de Capital Reestruturação. A emissão das Novas Ações Novos Recursos, Novas Ações Capitalização de Créditos e Novas Ações Mercado observará os termos e condições previstos na Lei das Sociedades por Ações, especialmente o direito de preferência previsto no art. 171 e seus §§ 2º e 3º da Lei das Sociedades por Ações, conforme aplicável, e conferirão os mesmos direitos conferidos pelas demais ações ordinárias de emissão da Americanas em circulação.

5.1.5.1 Na hipótese de exercício do direito de preferência pelos demais acionistas da Americanas por ocasião do Aumento de Capital Reestruturação (*i.e.*, excluindo os Acionistas de Referência), o valor a ser pago por estes acionistas (“Valor Excedente Aumento de Capital Reestruturação”) deverá ser em dinheiro e ser destinado para o resgate da totalidade ou, de forma *pro*





rata, de parte das Debêntures Americanas emitidas e em circulação, nos termos previstos na **Cláusula 7.3**.

5.1.6. Bônus de Subscrição. Em contrapartida (i) à subscrição e integralização das Novas Ações Novos Recursos pelos Acionistas de Referência; e (ii) à subscrição e integralização das Novas Ações Capitalização de Créditos pelos Credores Quirografários Opção II e (iii) à eventual subscrição e integralização das Novas Ações Mercado pelos acionistas que exercerem o seu direito de preferência, serão emitidos Bônus de Subscrição pela Americanas, como vantagem adicional à emissão das novas ações ordinárias no contexto do Aumento de Capital Reestruturação (incluindo as Novas Ações Novos Recursos, Novas Ações Capitalização de Créditos e Novas Ações Mercado), os quais serão entregues, de forma *pro rata*, a todos os subscritores do Aumento de Capital Reestruturação, observadas as normas aplicáveis e os seguintes termos e condições:

- (i) **Direito de Receber Ações Ordinárias:** Os Bônus de Subscrição serão atribuídos gratuitamente como vantagem adicional a todos os subscritores das novas ações ordinárias a serem emitidas no contexto do Aumento de Capital Reestruturação e conferirão aos seus titulares o direito de receber ações ordinárias da Americanas, mediante o pagamento de R\$ 0,01 (um centavo de Real) por cada nova ação ordinária emitida em razão do exercício de cada Bônus de Subscrição, sendo assegurado a cada Credor Quirografário Opção II o direito de utilizar parte do seu eventual Saldo Remanescente Créditos Quirografários Opção II, em valor equivalente, para fins de pagamento pelo exercício dos Bônus de Subscrição. Tal valor equivalente atribuível a cada Credor Quirografário Opção II a partir do eventual Saldo Remanescente Créditos Quirografários Opção II a ser utilizado nos termos desta Cláusula será definido após a realização do Aumento de Capital Reestruturação. Caso os Credores não utilizem esta parcela do Saldo Remanescente Créditos Quirografários Opção II para fins do exercício dos Bônus de Subscrição, tal montante será considerado como deságio para fins deste Plano. O preço de exercício dos Bônus de Subscrição aqui fixado não será ajustado para refletir os efeitos da modificação do capital social da Americanas no caso de eventual grupamento da totalidade das ações de sua emissão.
- (ii) **Prazo de Exercício:** Os Bônus de Subscrição poderão ser exercidos (i) pelos Acionistas de Referência de acordo com os termos e condições





previstos no Acordo de Apoio ao Plano; (ii) pelos Credores Entrantes na Americanas após o término do prazo de 3 (três) anos contados da data da Aprovação do Plano e em até 90 (noventa) dias contados do término deste prazo, conforme previsto no Acordo de Lock-Up Credores; e (iii) pelos acionistas da Americanas que exercerem seu respectivo direito de preferência nos termos da **Cláusula 5.1.5** acima, a qualquer momento entre a conclusão do Aumento de Capital Reestruturação e 3 (três) anos e 90 (noventa) dias contados da Aprovação do Plano. Uma vez validamente exercidos os Bônus de Subscrição, a Americanas deverá emitir e entregar ao titular a quantidade de ações correspondentes em até 15 (quinze) Dias Úteis.

- (iii) Número de Bônus de Subscrição: Será emitido 1 (um) Bônus de Subscrição para cada grupo de 3 (três) ações ordinárias de emissão da Americanas subscritas no Aumento de Capital Reestruturação, cujo exercício conferirá 1 (uma) ação ordinária da Americanas.

5.1.7. Período de Bloqueio Credores Entrantes na Americanas. Observado o disposto na **Cláusula 6.2.6.2**, os Credores Entrantes na Americanas deverão observar o disposto no Acordo de Lock-Up Credores, conforme definido na **Cláusula 6.2.6.2**, em qualquer negociação de suas Novas Ações Capitalização de Créditos e de seus respectivos Bônus de Subscrição.

6. REESTRUTURAÇÃO DOS CRÉDITOS CONCURSAIS

6.1. Créditos Trabalhistas – Classe I e Créditos ME e EPP – Classe IV. Na forma do art. 45, §3º, da LRF, este Plano não altera o valor ou as condições originais de pagamento dos créditos dos Credores Trabalhistas e dos Credores ME e EPP que serão quitados de acordo com os termos e condições originais de pagamento ou em condições diversas aceitas pelo respectivo Credor, mesmo que sejam titulares (i) de Créditos Ilíquidos, nos termos da **Cláusula 6.3** ou de (ii) Créditos Retardatários, nos termos da **Cláusula 6.4**, desde que não sejam condições mais vantajosas em relação às respectivas condições originais, em até 30 (trinta) dias contados da Data de Homologação.

6.2. Créditos Quirografários – Classe III. Exceto se disposto de forma diversa neste Plano, cada Credor Quirografário poderá optar, à sua discricionariedade, por ter a totalidade de seus respectivos Créditos Quirografários pagos na forma de qualquer das opções previstas nesta **Cláusula 6.2**, desde que observadas as condições e requisitos aplicáveis a cada Credor Quirografário e a seus respectivos Créditos





Quirografários, sem possibilidade de divisão voluntária do valor do crédito entre as referidas opções. Fica ressalvada a possibilidade de (i) destinação parcial dos Créditos para fins do Leilão Reverso; (ii) indicação de modalidade de pagamento subsidiária facultada aos Credores Financeiros Litigantes Com Valores Retidos ou Compensados e aos Credores com Créditos Quirografários acima de R\$ 12.000,00 (doze mil Reais) que não receberem R\$ 12.000,00 (doze mil Reais) para a quitação dos seus respectivos Créditos Quirografários, observados os respectivos limites de Créditos Quirografários) e (iii) as Pessoas que se sub-rogarem em direitos de mais de um Credor Quirografário exercerem opções de pagamento diversas para cada um dos Créditos Concursais Sub-Rogados, de acordo com a natureza do respectivo Credor originário e observadas as condições e requisitos previstos nas respectivas Cláusulas, e desde que (a) enviem um termo de adesão para cada uma das opções de pagamento escolhidas e (b) comuniquem a sub-rogação tempestivamente. O pagamento dos Credores Quirografários será devido e realizado sempre pela Americanas, de acordo com os termos e condições descritos neste Plano, de forma que os Credores Concursais passarão a ser credores da Americanas e não mais de sua respectiva devedora original, sendo certo que por força da Homologação Judicial do Plano, a Americanas assumirá e se sub-rogará em todos os direitos e obrigações da respectiva devedora original dos Credores Concursais. Eventuais Créditos detidos pela Americanas por força de pagamentos realizados neste Plano e que importem na sub-rogação das respectivas obrigações perante as demais Recuperandas serão considerados e tratados como Créditos *Intercompany* para os fins deste Plano, inclusive pagamento.

6.2.1. Créditos Pós-Cautelar e Pré-Pedido: Por força da Aprovação do Plano, ficam ratificados para todos os fins e efeitos de direito, reputando-se válidos, irrevogáveis e irretratáveis, todos os pagamentos dos Créditos Pós-Cautelar e Pré-Pedido já realizados pelas Recuperandas, sendo certo que eventuais saldos remanescentes de Créditos Quirografários de titularidade de Credores Quirografários, inclusive daqueles que já receberam o pagamento de Créditos Pós-Cautelar e Pré-Pedido serão pagos nos termos das **Cláusulas 6.2.2 a 6.2.11** deste Plano, observada a opção aplicável ao respectivo Credor Quirografário.

6.2.2. Leilão Reverso para antecipação do pagamento de Créditos Quirografários. As Recuperandas concluirão, até a Data de Fechamento – Opção Reestruturação II, uma rodada de pagamento antecipado àqueles Credores Quirografários que optarem por receber a quitação integral ou de parte de seus Créditos Quirografários com um desconto não inferior a 70% (setenta por cento) do respectivo montante do Crédito Quirografário ofertado pelo Credor Quirografário ("Desconto Mínimo"), desde que o respectivo





Credor Quirografário não tenha recebido nenhuma parcela do pagamento de seu Crédito nos termos deste Plano ao final do prazo de habilitação para participação no Leilão Reverso, conforme o procedimento a seguir descrito, sob supervisão da Administração Judicial (“Leilão Reverso”). Para que não restem dúvidas, os Credores Quirografários que desejarem participar do Leilão Reverso poderão optar por participar do Leilão Reverso com a totalidade do Crédito Quirografário ou com parte do seu Crédito Quirografário, a seu exclusivo critério.

6.2.2.1 Condições do Leilão Reverso. As condições e as regras específicas para participação no Leilão Reverso a ser realizado pelas Recuperandas, inclusive eventuais restrições, deverão ser detalhadas e constar no edital a ser divulgado previamente ao Leilão Reverso pelas Recuperandas no Diário Oficial do Estado do Rio de Janeiro, substancialmente na forma do **Anexo 6.2.2.1 (“Editais Leilão Reverso”)**, e posteriormente enviado aos Credores Quirografários interessados que realizarem o cadastro previsto na **Cláusula 6.2.2.4** abaixo, sem prejuízo das condições específicas abaixo.

6.2.2.2 Recursos Destinados ao Leilão Reverso. As Recuperandas utilizarão o valor de R\$ 2.000.000.000,00 (dois bilhões de Reais), corrigidos pela variação acumulada (desde que positiva) do IPCA entre a data da Aprovação do Plano e a realização do Leilão Reverso, para pagamento dos Créditos Quirografários ofertados no contexto do Leilão Reverso (“Valor do Leilão Reverso”).

6.2.2.3 Prazo de Divulgação. As Recuperandas deverão apresentar petição nos autos da Recuperação Judicial em até 15 (quinze) dias após a Data de Homologação, noticiando a realização da rodada do Leilão Reverso, nos termos deste Plano e do Edital Leilão Reverso.

6.2.2.4 Habilitação do Credor Quirografário para Participação em Leilão Reverso. Poderão participar do Leilão Reverso todos os Credores Quirografários que (i) não sejam parte em nenhuma Demanda contra as Recuperandas, suas Afiliadas, seus acionistas ou Administradores Isentos ou, caso sejam, tenham realizado todos os atos necessários para a suspensão, de toda e qualquer Demanda contra as Recuperandas, suas Afiliadas, seus acionistas ou Administradores Isentos; (ii) se abstenham de tomar qualquer medida de execução ou ajuizar qualquer Demanda contra as Recuperandas, suas Afiliadas, seus acionistas ou Administradores Isentos; e (iii) ao optarem





pela participação no Leilão Reverso, concordarão, de modo irrevogável e irretratável, com o Compromisso de Não Litigar previsto na **Cláusula 11.3** deste Plano, observados seus termos e condições. Os Credores Quirografários interessados em participar do Leilão Reverso poderão, a qualquer tempo dentro do prazo estabelecido pelas Recuperandas, nos termos do Edital Leilão Reverso, cadastrar-se no sítio eletrônico a ser oportunamente divulgado, para receber o comunicado das Recuperandas acerca da realização do Leilão Reverso.

6.2.2.5 Salvo se de outra forma indicado pelas Recuperandas, não haverá outra forma de comunicação com o Credor Quirografário interessado em participar do Leilão Reverso que não por meio do e-mail cadastrado no sítio eletrônico mencionado acima.

6.2.2.6 Vencedores do Leilão Reverso. Será(ão) considerado(s) vencedor(es) o(s) Credor(es) Quirografário(s) que apresentar(em) o maior desconto percentual sobre o valor de seus respectivos Créditos Quirografários ofertados para pagamento no contexto do Leilão Reverso, observado o Desconto Mínimo e os requisitos e condições previstos no Edital Leilão Reverso. As Recuperandas deverão, até a Data de Fechamento – Opção Reestruturação II, utilizar o Valor do Leilão Reverso para pagamento integral (considerando os descontos oferecidos no âmbito do respectivo Leilão Reverso) de todos os Créditos Quirografários ofertados pelos Credores Quirografários considerados vencedores no Leilão Reverso, observado o disposto nas **Cláusulas 6.2.2.7 a 6.2.2.9** abaixo.

6.2.2.7 Caso mais de um Credor Quirografário seja considerado vencedor do Leilão Reverso (*i.e.*, tenham apresentado lance idêntico com o maior desconto percentual sobre o valor dos seus respectivos Créditos Quirografários), observado o disposto na **Cláusula 6.2.2.6** acima, e caso o Valor do Leilão Reverso não seja suficiente para pagamento integral (considerando os descontos oferecidos no âmbito do Leilão Reverso) de todos os Credores Quirografários vencedores, o pagamento deverá ser realizado de forma *pro rata* aos Credores Quirografários considerados vencedores do Leilão Reverso em razão de terem oferecido o mesmo percentual de desconto, observado o Desconto Mínimo e, em todo caso, limitado ao saldo dos respectivos Créditos Quirografários constante da Relação de Credores e ou, quando aplicável, da Relação de Credores - Pagamentos.





6.2.2.8 No entanto, na hipótese de existir algum saldo remanescente do Valor do Leilão Reverso após a alocação integral (considerando os descontos oferecidos no âmbito do respectivo Leilão Reverso) de todos os Créditos Quirografários ofertados pelos Credores Quirografários considerados vencedores no Leilão Reverso nos termos das **Cláusulas 6.2.2.6 e 6.2.2.7** acima, o respectivo saldo do Valor do Leilão Reverso será utilizado pelas Recuperandas para pagamento dos Créditos Quirografários ofertados pelos demais Credores Quirografários para pagamento com desconto percentual no contexto do Leilão Reverso, observado o Desconto Mínimo. Neste caso, as Recuperandas sempre alocarão prioritariamente os respectivos Credores Quirografários que ofereceram o segundo maior desconto percentual sobre o valor de seus Créditos Quirografários ofertados para pagamento no contexto do Leilão Reverso, de forma *pro rata* e limitados ao saldo dos respectivos Créditos Quirografários constante da Relação de Credores e, quando aplicável, da Relação de Credores - Pagamentos, e assim sucessivamente até utilização da totalidade do Valor do Leilão Reverso, caso haja demanda, sendo certo que, após alocar todos os pagamentos dos Credores Quirografários participantes do Leilão Reverso que observaram o Desconto Mínimo, eventuais saldos remanescentes dos montantes de Créditos Quirografários, que não foram integralmente contemplados no Leilão Reverso, serão pagos nos termos da opção escolhida pelos respectivos Credores Quirografários para pagamento de seus Créditos Quirografários.

6.2.2.9 Por outro lado, na hipótese de (i) não existir um Credor Quirografário que seja considerado vencedor de determinado Leilão Reverso, observadas as condições previstas na **Cláusula 6.2.2.1** acima, ou (ii) ainda existir algum saldo remanescente do Valor do Leilão Reverso após o efetivo pagamento dos Créditos Quirografários de todos os Credores Quirografários participantes do Leilão Reverso que observaram o Desconto Mínimo, observado o disposto nas **Cláusulas 6.2.2.6 a 6.2.2.8** acima, o respectivo saldo do Valor do Leilão Reverso ("Saldo Leilão Reverso Não Utilizado") deverá integrar os Recursos Destinados à Recompra e ser específica e obrigatoriamente utilizado pelas Recuperandas para pagamento de eventual Saldo Remanescente Créditos Quirografários Opção II, nos termos da **Cláusula 6.2.6.4**. O Saldo do Leilão Reverso Não Utilizado será atualizado pela variação acumulada (desde que positiva) do IPCA desde a data de realização do Leilão Reverso até o seu efetivo desembolso pelas Recuperandas para o pagamento de eventual Saldo Remanescente Créditos Quirografários Opção II nos termos da **Cláusula 6.2.6.4**.





6.2.2.10 Para fins das regras do Leilão Reverso regulado nessa **Cláusula 6.2.2** e suas **subcláusulas**, o valor do Crédito Quirografário a ser considerado para fins de oferta no contexto do Leilão Reverso deverá sempre corresponder ao montante integral (ou parte dele) constante da Relação de Credores e, quando aplicável, da Relação de Credores - Pagamentos, sem aplicação de deságio ou de qualquer outro efeito decorrente das opções de reestruturação e demais formas de novação dos Crédito Quirografários previstas neste Plano.

6.2.3. Credores com Créditos Quirografários até R\$ 12.000,00. Os Credores Quirografários titulares de Créditos Quirografários em Real no valor de até R\$ 12.000,00 (doze mil Reais), desde que adimplente com o Compromisso de Não Litigar previsto na **Cláusula 11.3**, poderão optar por ter seus respectivos Créditos Quirografários integralmente pagos pela Americanas, em parcela única, sem deságio e sem correção, em até 30 (trinta) dias contados da Data de Homologação, limitado ao valor do saldo do respectivo Crédito Quirografário constante da Relação de Credores. Os Credores com Créditos Quirografários até R\$ 12.000,00 poderão manifestar seu interesse em ter seus Créditos Quirografários reestruturados nos termos desta **Cláusula 6.2.3**, em até 15 (quinze) dias contados da Data de Homologação, mediante o envio para a Americanas, nos termos da **Cláusula 12.10** abaixo, do termo de adesão constante do **Anexo 6.2.3**, observado o disposto na **Cláusula 6.2.11**.

6.2.4. Credores com Créditos Quirografários acima de R\$ 12.000,00. Sem prejuízo do disposto na **Cláusula 6.2.3** acima, a Americanas disponibilizará o montante total de R\$ 40.000.000,00 (quarenta milhões de Reais) ("Recursos Destinados a Créditos Quirografários acima de R\$12.000,00") para pagamento de Credores Quirografários em Real titulares de Créditos Quirografários em montantes acima de R\$ 12.000,00 (doze mil Reais) que optarem, nos termos da **Cláusula 6.2.4.1**, por receber o pagamento de seus Créditos Quirografários nos termos desta **Cláusula 6.2.4** e **subcláusulas**. O Credor Quirografário que optar por receber o pagamento de seus Créditos Quirografários nos termos desta **Cláusula 6.2.4** deverá estar adimplente com o Compromisso de Não Litigar previsto na **Cláusula 11.3**.

6.2.4.1. Escolha da Opção e Forma de Pagamento. Os Credores Quirografários com Créditos Quirografários no valor acima de R\$ 12.000,00 (doze mil Reais) poderão optar, no prazo de 15 (quinze) dias contados da Data de Homologação, mediante o envio para a Americanas, nos termos da **Cláusula 12.10** abaixo, do termo de adesão constante do **Anexo 6.2.4.1**, pelo





recebimento do valor total de R\$ 12.000,00 (doze mil Reais), em parcela única e sem correção, em até 30 (trinta) dias contados da Data de Homologação, sendo certo que, ao escolherem a opção de pagamento prevista na **Cláusula 6.2.4** e **subcláusulas** e efetivamente receberem o pagamento de Créditos Quirografários nos termos da **Cláusula 6.2.4.2** abaixo, renunciarão automaticamente ao direito de receber o pagamento do valor de seus respectivos Créditos Quirografários que exceder R\$ 12.000,00 (doze mil Reais) e outorgarão às Recuperandas, no mesmo momento da realização da opção, a mais ampla, rasa, irrevogável e irretratável quitação pelo recebimento do valor integral dos seus respectivos Créditos Quirografários. O Credor Quirografário que desejar escolher a opção de pagamento prevista nesta **Cláusula 6.2.4** deverá, no mesmo termo de adesão constante do **Anexo 6.2.4.1**, indicar uma modalidade de pagamento subsidiária para recebimento dos seus respectivos Créditos Quirografários acima de R\$12.000,00 (doze mil Reais), caso os Recursos Destinados a Créditos Quirografários acima de R\$12.000,00 não sejam suficientes para o pagamento dos seus respectivos Créditos Quirografários, conforme previsto na **Cláusula 6.2.4.3**, sob pena de serem pagos nos termos da Modalidade de Pagamento Geral prevista na **Cláusula 6.2.11**.

6.2.4.2. Na hipótese de os Recursos Destinados a Créditos Quirografários acima de R\$ 12.000,00 não serem suficientes para o pagamento do montante de R\$ 12.000,00 (doze mil Reais) para todos os Credores Quirografários que escolherem esta opção de pagamento de seus respectivos Créditos Quirografários, os Recursos Destinados a Créditos Quirografários acima de R\$ 12.000,00 serão prioritariamente utilizados para pagar o montante total de R\$ 12.000,00 (doze mil Reais) aos Credores Quirografários que forem titulares de Créditos Quirografários no menor montante acima de R\$12.000,00 (doze mil Reais) e de forma crescente de acordo com o valor dos respectivos Créditos Quirografários, até que seja atingido o valor total dos Recursos Destinados a Créditos Quirografários acima de R\$ 12.000,00. A título de exemplo, considerando a existência de 3 (três) Credores Quirografários que tenham escolhido esta opção de pagamento, sendo que o Credor I tenha Créditos Quirografários no montante de R\$ 12.500,00 (doze mil e quinhentos Reais), o Credor II tenha Créditos Quirografários no montante de R\$ 14.000,00 (quatorze mil Reais) e o Credor III tenha Créditos Quirografários no montante de R\$ 20.000,00 (vinte mil Reais), a Americanas utilizará os Recursos Destinados a Créditos Quirografários acima de R\$ 12.000,00 para pagar o valor total de R\$ 12.000,00 (doze mil Reais) prioritariamente ao Credor I, depois ao Credor II e





posteriormente ao Credor III, desde que o saldo dos Recursos Destinados a Créditos Quirografários acima de R\$12.000,00 seja suficiente para o pagamento do valor de R\$12.000,00 (doze mil Reais) aos três Credores integralmente.

6.2.4.3. Caso os Recursos Destinados a Créditos Quirografários acima de R\$ 12.000,00 não sejam suficientes para o pagamento de todos os Credores detentores de Créditos Quirografários acima de R\$ 12.000,00 (doze mil Reais) que optarem por terem seus créditos reestruturados nos termos desta **Cláusula 6.2.4**, os Credores detentores de Créditos Quirografários acima de R\$ 12.000,00 (doze mil Reais) que não puderem receber R\$ 12.000,00 (doze mil Reais) nos termos desta **Cláusula 6.2.4** serão pagos na forma da modalidade de pagamento subsidiária indicada pelo Credor no termo de adesão constante do **Anexo 6.2.4.1** ou, alternativamente, na Modalidade de Pagamento Geral prevista na **Cláusula 6.2.11**, caso não seja indicada modalidade de pagamento subsidiária.

6.2.5. Opção de Reestruturação I. Os Credores Quirografários poderão optar expressamente, nos termos e condições previstos na **Cláusula 6.2.5.1** abaixo, por receber o pagamento do respectivo Saldo Créditos Quirografários Opção I – Pós Leilão Reverso nos termos e condições previstos nesta **Cláusula 6.2.5** e subcláusulas.

6.2.5.1 Escolha da Opção. Os Credores Quirografários poderão manifestar seu interesse em participar da Opção de Reestruturação I, independentemente de assumirem o Compromisso de Não Litigar previsto na **Cláusula 11.3**, em até 30 (trinta) dias contados da Data de Homologação, mediante o envio para a Americanas, nos termos da **Cláusula 12.10** abaixo, do termo de adesão constante do **Anexo 6.2.5.1** ("Credores Quirografários Opção I"), observado o disposto na **Cláusula 6.2.11**.

6.2.5.2 Deságio. Os Saldos Créditos Quirografários Opção I – Pós Leilão Reverso a serem reestruturados nos termos desta **Cláusula 6.2.5** serão reduzidos no percentual de 70% (setenta por cento). Para todos os fins, o deságio aqui previsto será aplicado primeiramente aos juros que forem devidos e a serem pagos, e, apenas, posteriormente, à parcela do principal que compõe os Créditos Quirografários a serem reestruturados e pagos nos termos desta **Cláusula 6.2.5**.





6.2.5.3 Pagamento do Principal. O valor do principal do Saldo Créditos Quirografários Opção I – Pós Leilão Reverso, após o deságio previsto na **Cláusula 6.2.5.2** acima, será amortizado em apenas uma parcela (*bullet*), no último Dia Útil do mês de janeiro de 2039.

6.2.5.4 Juros/Correção. (i) Caso o Credor Quirografário seja titular de Créditos Quirografários em Real, o valor do principal do Saldo Créditos Quirografários Opção I – Pós Leilão Reverso, após o deságio previsto na **Cláusula 6.2.5.2** acima, será corrigido pelo índice TR ao ano, desde a data da Aprovação do Plano até a data do efetivo pagamento, ou, (ii) caso o Credor Quirografário seja titular de Créditos Quirografários em Dólar, não haverá incidência de juros sobre o valor do principal do respectivo Saldo Créditos Quirografários Opção I – Pós Leilão Reverso, após o deságio previsto na **Cláusula 6.2.5.2** acima.

6.2.5.5 Opção de Pré-Pagamento. A Americanas terá a opção de, a seu exclusivo critério, a qualquer tempo, e desde que as Debêntures Americanas tenham sido integralmente quitadas, quitar integral ou parcialmente, de forma antecipada, os valores devidos na forma desta **Cláusula 6.2.5**, por meio do pagamento do valor presente (ou parte dele) do principal, após deságio, e juros incorridos até a data de exercício da opção, calculado da seguinte forma:

Valor presente = PC x FD

- P = Principal corrigido desde a data de Aprovação do Plano até a data do exercício da opção
- N = Número de Dias Úteis entre a data de exercício da opção e a data do vencimento
- PC = Principal corrigido pela taxa TR desde a data do exercício da opção até a data do vencimento, calculado conforme fórmula abaixo:

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

Para fins do cálculo do principal corrigido, a TR utilizada será a última taxa conforme apurada e divulgada pelo Banco Central do Brasil, em base anual considerando 252 (duzentos e cinquenta e dois) Dias Úteis.





- FD = Fator de desconto calculado conforme fórmula abaixo:

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

Para fins do cálculo do fator de desconto, T corresponderá ao valor do último ano de projeção da taxa Selic anual, conforme apurada e divulgada pelo relatório Focus do Banco Central do Brasil, multiplicada por 128%. Para que não restem dúvidas, o ano de projeção da taxa Selic não poderá ser maior do que o próprio ano do vencimento.

6.2.5.6. No caso de pré-pagamento de eventual Saldo Créditos Quirografários Opção I – Pós Leilão Reverso em Dólar, será aplicado ao respectivo Crédito Quirografário o mesmo desconto percentual sobre o valor de face resultante da fórmula constante da **Cláusula 6.2.5.5** acima para o Saldo Créditos Quirografários Opção I – Pós Leilão Reverso em Real.

6.2.6. Opção de Reestruturação II. Os Credores Financeiros que assumirem e estiverem adimplentes com seu Compromisso de Não Litigar previsto na **Cláusula 11.3** poderão optar expressamente por receber o pagamento do respectivo Saldo Créditos Quirografários Opção II – Pós Leilão Reverso nos termos e condições previstos nesta **Cláusula 6.2.6** e **subcláusulas**, mediante o envio para a Americanas, em até 30 (trinta) dias contados da Data de Homologação e nos termos da **Cláusula 12.10**, do termo de adesão constante do **Anexo 6.2.6** ("**Credores Quirografários Opção II**"), juntamente com as informações previstas na **Cláusula 6.2.6.3.6** abaixo e observado o disposto nas **subcláusulas** abaixo e na **Cláusula 6.2.11**.

6.2.6.1. Pagamento Credores Quirografários Opção II. Os Credores Quirografários Opção II que escolherem tempestivamente a opção de pagamento prevista na **Cláusula 6.2.6** acima e cumprirem com os requisitos nela descritos receberão o pagamento do respectivo Saldo Créditos Quirografários Opção II – Pós Leilão Reverso mediante a entrega de pacote composto por: (a) Novas Ações Capitalização de Créditos a serem emitidas no contexto do Aumento de Capital Reestruturação previsto nas **Cláusulas 4.1.2** e **5.1**, (b) Debêntures Americanas, nos termos previstos na **Cláusula 6.2.6.3**, sendo (b.1) Debêntures Americanas – Série Simples, nos termos previstos nas **Cláusulas 6.2.6.3.1** e **6.2.6.3.3**, conforme aplicável e (b.2) Debêntures Americanas – Série Prioritária, nos termos previstos nas **Cláusulas 6.2.6.3.2** e **6.2.6.3.4**, conforme aplicável; e (c) pagamento em





dinheiro correspondente à parcela de Recompra Créditos Quirografários, nos termos e condições previstos nas **Cláusulas 6.2.6.4 e 6.2.6.6**.

6.2.6.2. Período de Bloqueio Credores Entrantes na Americanas. Ao escolherem a opção de pagamento prevista na **Cláusula 6.2.6**, os Credores Quirografários Opção II concordam e se obrigam, de forma irrevogável e irreatável, em aderir ao acordo de lock-up para alienação das Novas Ações Capitalização de Créditos e Bônus de Subscrição na forma do **Anexo 6.2.6.2** ao presente Plano ("Acordo de Lock-Up Credores"), cuja eficácia iniciará imediatamente após a conclusão do Aumento de Capital Reestruturação e entrega das Novas Ações Capitalização de Créditos e respectivos Bônus de Subscrição aos Credores Entrantes na Americanas, livres e desembaraçados de qualquer ônus ou contestação administrativa ou judicial.

6.2.6.3. Debêntures Americanas. Sem prejuízo do disposto na **Cláusula 6.2.6.2** acima, na Data de Fechamento – Opção Reestruturação II, a Americanas realizará a emissão das Debêntures Americanas no valor total de **R\$ 1.875.000.000,00 (um bilhão, oitocentos e setenta e cinco milhões de Reais)** ou no valor total do Saldo Créditos Quirografários Opção II – Pós Capitalização de Créditos, o que for menor ("Valor Total da Emissão"), substancialmente na forma da minuta da Escritura Debêntures Americanas constante do **Anexo 6.2.6.3** para pagamento, de forma *pro rata*, de parte do Saldo Créditos Quirografários Opção II – Pós Capitalização de Créditos de titularidade de cada Credor Quirografário Opção II. As Debêntures Americanas serão emitidas em até 4 (quatro) séries, sendo 2 (duas) Séries Simples (em Real e em Dólar), nos termos das **Cláusulas 6.2.6.3.1 e 6.2.6.3.3** abaixo, e 2 (duas) Séries Prioritárias (em Real e em Dólar), nos termos das **Cláusulas 6.2.6.3.2 e 6.2.6.3.4** abaixo. Para fins de clareza, para cada R\$ 1,00 (um Real) de Debêntures Americanas emitidas nos termos e na forma da Escritura de Debêntures, será pago R\$1,00 (um Real) do Saldo Créditos Quirografários Opção II – Pós Capitalização de Créditos.

6.2.6.3.1. Debêntures Americanas - Série Simples em Real. Observado o disposto na **Cláusula 6.2.6.3** acima, a Série Simples em Real das Debêntures Americanas terá os seguintes termos e condições:

(a) Data de Emissão: Será a data assim definida na respectiva escritura de emissão;





(b) Pagamento do Principal: O valor do principal será amortizado em apenas uma parcela (*bullet*), no 60º (sexagésimo) mês contado da data de emissão;

(c) Atualização Monetária: não aplicável;

(d) Juros Remuneratórios: Observado o disposto na **Cláusula 6.2.6.3** acima, a partir da data de emissão, incidirão juros remuneratórios correspondentes à taxa anual de 128% (cento e vinte e oito por cento) do CDI;

(e) Carência: Os juros remuneratórios incidentes ao longo dos 24 (vinte e quatro) meses contados a partir da data de emissão não serão pagos neste período, sendo incorporados ao valor do principal;

(f) Pagamento de Juros Remuneratórios: Após o período de carência dos juros remuneratórios descrito acima, os juros remuneratórios incidentes sobre o novo valor do principal serão pagos trimestralmente, sendo o primeiro pagamento devido no 27º (vigésimo sétimo) mês contado da data de emissão;

(g) Resgate Facultativo ou Amortização Extraordinária: A Companhia poderá resgatar ou amortizar, a seu exclusivo critério, a qualquer tempo e desde que as Debêntures Americanas da Série Prioritária em Reais e da Série Prioritária em Dólar tenham sido integralmente resgatadas ou amortizadas, sem a incidência de nenhuma penalidade e por meio do pagamento do saldo devedor da Série Simples em Real e da Série Simples em Dólar, incluindo os juros remuneratórios capitalizados até a data de exercício da opção, a totalidade ou, de forma *pro rata*, de parte da Série Simples em Real das Debêntures Americanas emitidas e em circulação. Para fins de esclarecimento, não haverá prioridade de resgate ou amortização entre as Debêntures da Série Simples em Real e da Série Simples em Dólar, sendo certo que eventual resgate ou amortização de Debêntures da Série Simples em Real será realizado juntamente e de forma *pro rata* com o resgate ou amortização de Debêntures da Série Simples em Dólar;

(h) Garantias: As obrigações de pagamento das Debêntures Americanas serão garantidas por garantias corporativas/fidejussórias prestadas por todas as Recuperandas, coobrigadas por força deste

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Plano e também no âmbito das Debêntures Americanas. Além disso, caso a Americanas não tenha celebrado um contrato de compra e venda da integralidade da UPI HNT em até 12 (doze) meses contados da Data de Homologação, a Americanas deverá constituir uma alienação fiduciária sobre a integralidade ou a parcela da UPI HNT que não tenha sido alienada, na forma do instrumento constante do **Anexo 6.2.6.3 - A**, para garantia da Série Simples em Real das Debêntures Americanas, a ser celebrado no prazo previsto na Escritura das Debêntures Americanas, sendo certo que a Série Prioritária em Real e a Série Prioritária em Dólar terão prioridade absoluta à Série Simples em Real das Debêntures Americanas e à Série Simples em Dólar das Debêntures Americanas, com relação ao recebimento dos recursos advindos da garantia sobre a integralidade ou a parcela da UPI HNT que não tenha sido alienada; e

(i) Demais condições contratuais: As demais condições aplicáveis à Série Simples em Real estarão descritas na Escritura Debêntures Americanas, substancialmente na forma da minuta de escritura constante do **Anexo 6.2.6.3**.

6.2.6.3.2. Debêntures Americanas - Série Prioritária em Real. Observado o disposto na **Cláusula 6.2.6.3** acima, as Debêntures Americanas conterão a Série Prioritária em Real que poderá ser subscrita e integralizada, de forma *pro rata*, somente pelos Credores Financeiros titulares de Créditos Financeiros Bancos, até o limite total, incluindo as Debêntures Americanas – Série Prioritária em Dólar, de **R\$ 1.389.053.559,00 (um bilhão, trezentos e oitenta e nove milhões, cinquenta e três mil, quinhentos e cinquenta e nove Reais)**, observado o disposto na **Cláusula 6.2.6.3.4 (“Limite Total Série Prioritária”)**, de acordo com os seguintes termos e condições:

(a) Relação de Troca: O Credor Financeiro titular de Créditos Financeiros Bancos receberá R\$1,00 (um Real) de Debêntures Americanas da Série Prioritária em Real no lugar (e até o montante total que faria jus a receber) de R\$ 1,00 (um Real) de Debêntures Americanas da Série Simples em Real;

(b) Data de Emissão: Será a data assim definida na respectiva escritura de emissão;





(c) Pagamento do Principal: O valor do principal será amortizado em apenas uma parcela (*bullet*), no 48º (quadragésimo oitavo) mês contado da data de emissão;

(d) Atualização Monetária: não aplicável;

(e) Juros Remuneratórios: Observado o disposto na **Cláusula 6.2.6.3** acima, a partir da data de emissão, incidirão juros remuneratórios correspondentes à taxa anual de 128% (cento e vinte e oito por cento) do CDI;

(f) Carência: Os juros remuneratórios incidentes ao longo dos 24 (vinte e quatro) meses contados a partir da data de emissão não serão pagos neste período, sendo incorporados ao valor do principal;

(g) Pagamento de Juros Remuneratórios: Após o período de carência dos juros remuneratórios descrito acima, os juros remuneratórios incidentes sobre o novo valor do principal serão pagos trimestralmente, sendo o primeiro pagamento devido no 27º (vigésimo sétimo) mês contado da data de emissão;

(h) Resgate Facultativo ou Amortização Extraordinária: A Companhia poderá resgatar ou amortizar, a qualquer tempo e a seu exclusivo critério, sem a incidência de nenhuma penalidade e por meio do pagamento do saldo devedor da Série Prioritária em Real, incluindo os juros remuneratórios capitalizados até a data de exercício da opção, a totalidade ou, de forma *pro rata*, de parte da Série Prioritária em Real das Debêntures Americanas emitidas e em circulação, sendo que tal resgate facultativo ou amortização extraordinária será realizado de forma prioritária ao resgate facultativo ou amortização extraordinária das Debêntures Americanas da Série Simples em Real e da Série Simples em Dólar. Para fins de esclarecimento, não haverá prioridade de resgate ou amortização entre as Debêntures da Série Prioritária em Real e da Série Prioritária em Dólar, sendo certo que eventual resgate ou amortização de Debêntures da Série Prioritária em Real será realizado juntamente e de forma *pro rata* com o resgate ou amortização de Debêntures da Série Prioritária em Dólar;

(i) Garantias: As obrigações de pagamento das Debêntures Americanas serão garantidas por garantias corporativas/fidejussórias

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prestadas por todas as Recuperandas, coobrigadas por força deste Plano e também no âmbito das Debêntures Americanas. Além disso, caso a Americanas não tenha celebrado um contrato de compra e venda da integralidade da UPI HNT em até 12 (doze) meses contados da Data de Homologação, a Americanas deverá constituir uma alienação fiduciária sobre a integralidade ou a parcela da UPI HNT que não tenha sido alienada, na forma do instrumento constante do **Anexo 6.2.6.3 - A**, para garantia da Série Prioritária em Real das Debêntures Americanas, a ser celebrado no prazo previsto na Escritura das Debêntures Americanas, sendo certo que a Série Prioritária em Real e a Série Prioritária em Dólar terão prioridade absoluta à Série Simples em Real e à Série Simples em Dólar das Debêntures Americanas com relação ao recebimento dos recursos advindos da eventual excussão da garantia sobre a integralidade ou a parcela da UPI HNT que não tenha sido alienada; e

(j) Demais condições contratuais: As demais condições aplicáveis à Série Prioritária em Real estarão descritas na Escritura Debêntures Americanas, substancialmente na forma da minuta de escritura constante do **Anexo 6.2.6.3**.

6.2.6.3.3. Debêntures Americanas – Série Simples em Dólar. Observado o disposto na **Cláusula 6.2.6.3** acima, a Série Simples em Dólar das Debêntures Americanas será disponibilizada exclusivamente para reestruturação dos Créditos Quirografários em Dólar detidos por Credores Financeiros e terá os seguintes termos e condições:

- (a) Data de Emissão: Será a data assim definida na respectiva escritura de emissão;
- (b) Pagamento do Principal: O valor do principal será amortizado em apenas uma parcela (*bullet*), no 60º (sexagésimo) mês contado da data de emissão;
- (c) Atualização Monetária: O valor do principal ou o saldo, conforme o caso, será atualizado monetariamente pela Taxa de Câmbio Conversão, desde a data da emissão até a data de seu efetivo pagamento, sendo o produto da atualização incorporado automaticamente em cada data de amortização, incorporação ou pagamento da atualização;





(d) Juros Remuneratórios: Observado o disposto na **Cláusula 6.2.6.3** acima, a partir da data de emissão, incidirão juros remuneratórios correspondentes à taxa anual de 8,35%;

(e) Carência: Os juros remuneratórios incidentes ao longo dos 24 (vinte e quatro) meses contados a partir da data de emissão não serão pagos neste período, sendo incorporados ao valor do principal;

(f) Pagamento de Juros Remuneratórios: Após o período de carência dos juros remuneratórios descrito acima, os juros remuneratórios incidentes sobre o novo valor do principal serão pagos trimestralmente, sendo o primeiro pagamento devido no 27º (vigésimo sétimo) mês contado da data de emissão;

(g) Resgate Facultativo ou Amortização Extraordinária: A Companhia poderá resgatar ou amortizar, a seu exclusivo critério, a qualquer tempo e desde que as Debêntures Americanas da Série Prioritária em Real e da Série Prioritária em Dólar tenham sido integralmente resgatadas ou amortizadas, sem a incidência de nenhuma penalidade e por meio do pagamento do saldo devedor da Série Simples em Dólar, incluindo os juros remuneratórios capitalizados até a data de exercício da opção, a totalidade ou, de forma *pro rata*, de parte da Série Simples em Dólar das Debêntures Americanas emitidas e em circulação. Para fins de esclarecimento, não haverá prioridade de resgate ou amortização entre as Debêntures da Série Simples e da Série Simples em Dólar, sendo certo que eventual resgate ou amortização de Debêntures da Série Simples em Dólar será realizado juntamente e de forma *pro rata* com o resgate ou amortização de Debêntures da Série Simples em Real;

(h) Garantias: As obrigações de pagamento das Debêntures Americanas serão garantidas por garantias corporativas/fidejussórias prestadas por todas as Recuperandas, coobrigadas por força deste Plano e também no âmbito das Debêntures Americanas. Além disso, caso a Americanas não tenha celebrado um contrato de compra e venda da integralidade da UPI HNT em até 12 (doze) meses contados da Data de Homologação, a Americanas deverá constituir uma alienação fiduciária sobre a integralidade ou a parcela da UPI HNT que não tenha sido alienada, na forma do instrumento constante do **Anexo 6.2.6.3 - A**, para garantia da Série Simples em Dólar das Debêntures Americanas, a





ser celebrado no prazo previsto na Escritura das Debêntures Americanas, sendo certo que a Série Prioritária em Real e a Série Prioritária em Dólar terão prioridade absoluta à Série Simples em Real e à Série Simples em Dólar das Debêntures Americanas com relação ao recebimento dos recursos advindos da garantia sobre a integralidade ou a parcela da UPI HNT que não tenha sido alienada; e

(i) Demais condições contratuais: As demais condições aplicáveis à Série Simples em Dólar estarão descritas na Escritura Debêntures Americanas, substancialmente na forma da minuta de escritura constante do **Anexo 6.2.6.3**.

6.2.6.3.4. Debêntures Americanas – Série Prioritária em Dólar. Observado o disposto na **Cláusula 6.2.6.3** acima, as Debêntures Americanas conterão a Série Prioritária em Dólar que poderá ser subscrita e integralizada, de forma *pro rata*, somente pelos Credores Financeiros titulares de Créditos Financeiros Bancos que tiverem Créditos Quirografários em Dólar até o Limite Total Série Prioritária, incluindo as Debêntures Americanas – Série Prioritária em Real, de acordo com os seguintes termos e condições:

(a) Relação de Troca: O Credor Financeiro titular de Créditos Financeiros Bancos em Dólar receberá R\$1,00 (um Real) de Debêntures Americanas da Série Prioritária em Dólar no lugar (e até o montante total que faria jus a receber) de R\$1,00 (um Real) de Debêntures Americanas da Série Simples em Dólar;

(b) Data de Emissão: Será a data assim definida na respectiva escritura de emissão;

(c) Pagamento do Principal: O valor do principal será amortizado em apenas uma parcela (*bullet*), no 48º (quadragésimo oitavo) mês contado da data de emissão;

(d) Atualização Monetária: O valor do principal ou o saldo, conforme o caso, será atualizado monetariamente pela Taxa de Câmbio Conversão, desde a data da emissão até a data de seu efetivo pagamento, sendo o produto da atualização incorporado automaticamente em cada data de amortização, incorporação ou pagamento da atualização;





(e) Juros Remuneratórios: Observado o disposto na **Cláusula 6.2.6.3** acima, a partir da data de emissão, incidirão juros remuneratórios correspondentes à taxa anual de 8,35%;

(f) Carência: Os juros remuneratórios incidentes ao longo dos 24 (vinte e quatro) meses contados a partir da data de emissão não serão pagos neste período, sendo incorporados ao valor do principal;

(g) Pagamento de Juros Remuneratórios: Após o período de carência dos juros remuneratórios descrito acima, os juros remuneratórios incidentes sobre o novo valor do principal serão pagos trimestralmente, sendo o primeiro pagamento devido no 27º (vigésimo sétimo) mês contado da data de emissão;

(h) Resgate Facultativo ou Amortização Extraordinária: A Companhia poderá resgatar ou amortizar, a seu exclusivo critério, a qualquer tempo, sem a incidência de nenhuma penalidade e por meio do pagamento do saldo devedor da Série Prioritária em Dólar, incluindo os juros remuneratórios capitalizados até a data de exercício da opção, a totalidade ou, de forma *pro rata*, de parte da Série Prioritária em Dólar das Debêntures Americanas emitidas e em circulação, sendo que tal resgate facultativo ou amortização extraordinária será realizado de forma prioritária ao resgate facultativo ou amortização extraordinária das Debêntures Americanas da Série Simples em Real e da Série Simples em Dólar. Para fins de esclarecimento, não haverá prioridade de resgate ou amortização entre as Debêntures da Série Prioritária em Real e da Série Prioritária em Dólar, sendo certo que eventual resgate ou amortização de Debêntures da Série Prioritária em Dólar será realizado juntamente e de forma *pro rata* com o resgate ou amortização de Debêntures da Série Prioritária em Real;

(i) Garantias: As obrigações de pagamento das Debêntures Americanas serão garantidas por garantias corporativas/fidejussórias prestadas por todas as Recuperandas, coobrigadas por força deste Plano e também no âmbito das Debêntures Americanas. Além disso, caso a Americanas não tenha celebrado um contrato de compra e venda da integralidade da UPI HNT em até 12 (doze) meses contados da Data de Homologação, a Americanas deverá constituir uma alienação fiduciária sobre a integralidade ou a parcela da UPI HNT que não tenha sido alienada, na forma do instrumento constante do **Anexo 6.2.6.3 - A**,





para garantia da Série Prioritária em Dólar das Debêntures Americanas, a ser celebrado no prazo previsto na Escritura das Debêntures Americanas, sendo certo que a Série Prioritária em Dólar e a Série Prioritária em Real terão prioridade absoluta à Série Simples em Real das Debêntures Americanas e à Série Simples em Dólar das Debêntures Americanas com relação ao recebimento dos recursos advindos da garantia sobre a integralidade ou a parcela da UPI HNT que não tenha sido alienada; e

(j) Demais condições contratuais: As demais condições aplicáveis à Série Prioritária em Dólar estarão descritas na Escritura Debêntures Americanas, substancialmente na forma da minuta de escritura constante do **Anexo 6.2.6.3**.

6.2.6.3.5. Para fins de clareza, o Valor Total da Emissão indicado na **Cláusula 6.2.6.3** acima é o montante total a ser disponibilizado pela Americanas para emissão das Debêntures Americanas e o Limite Total Série Prioritária é aplicável para ambas as Séries Prioritárias em Real e em Dólar em conjunto.

6.2.6.3.6. Compromisso de Concessão de Linhas de Fiança Bancária ou Seguro Garantia. Os Credores Apoiadores obrigam-se por força deste Plano e dos termos do Acordo de Apoio ao Plano a, por si ou por suas Afiliadas, subscrever e/ou conceder limite de crédito para a contratação de fianças bancárias ("Fiança Bancária") ou seguros garantia ("Seguro Garantia") em benefício das Recuperandas ("Linhas de Fiança Bancária ou Seguro Garantia"), necessárias para garantia de processos administrativos e judiciais envolvendo contingências de natureza fiscal do Grupo Americanas, totalizando **R\$ 1.389.053.559,00 (um bilhão, trezentos e oitenta e nove milhões, cinquenta e três mil, quinhentos e cinquenta e nove Reais)** ("Valor da Garantia de Processos Administrativos e Judiciais"), de forma a assegurar a viabilidade da reestruturação nos termos deste Plano e do processo de Recuperação Judicial.

6.2.6.3.7. Participação Voluntária na Linhas de Fiança Bancária ou Seguro Garantia por Credores Financeiros Bancos. Não obstante o disposto na **Cláusula 6.2.6.3.6** acima, todos os Credores Financeiros Bancos que assim desejarem poderão assumir o compromisso de abertura de Linhas de Fiança Bancária ou Seguro Garantia, em benefício da Americanas, até o limite da proporção que a respectiva parcela de Créditos Financeiros





Bancos integrante do seu Saldo Créditos Quirografários Opção II – Pós Leilão Reverso representar da totalidade de Créditos Financeiros Bancos integrantes do Saldo Créditos Quirografários Opção II – Pós Leilão Reverso de titularidade de todos os Credores Financeiros (“Valores Linhas de Fiança Bancária ou Seguro Garantia – Credores Financeiros Bancos”). Para cada R\$1,00 (um Real) dos Valores Linhas de Fiança Bancária ou Seguro Garantia – Credores Financeiros Bancos será reduzido R\$ 1,00 (um Real) do Valor da Garantia de Processos Administrativos e Judiciais (“Valor Ajustado da Garantia de Processos Administrativos e Judiciais”), sendo certo que o Valor Ajustado da Garantia de Processos Administrativos e Judiciais acrescido dos Valores Linhas de Fiança Bancária ou Seguro Garantia – Credores Financeiros Bancos deverá sempre corresponder ao montante agregado de **R\$ 1.389.053.559,00 (um bilhão, trezentos e oitenta e nove milhões, cinquenta e três mil, quinhentos e cinquenta e nove Reais)**, conforme simulação explicativa constante do Anexo 5.2 do Acordo de Apoio ao Plano.

6.2.6.3.7.1. Distribuição Adicional na Recompra de Créditos Quirografários. Para cada R\$ 1,00 (um Real) oferecido às Recuperandas na forma de Linhas de Fiança Bancária ou Seguro Garantia, cada Credor Financeiro titular de Créditos Financeiros Bancos receberá R\$ 1,00 (um Real) adicional ao montante de pagamento que faria jus no contexto da Recompra de Créditos Quirografários, conforme previsto na **Cláusula 6.2.6.4** e observados os seus termos e limitações.

6.2.6.3.7.2. Condições das Linhas de Fiança Bancária ou Seguro Garantia. As Linhas de Fiança Bancária ou Seguro Garantia oferecidas por cada Credor Financeiro titular de Créditos Financeiros Bancos, agindo por si ou por suas Afiliadas, inclusive os Credores Apoiadores titulares de Créditos Financeiros Bancos, deverão permanecer vigentes (i) pelo período de 2 (dois) anos contados da verificação da Data de Fechamento – Opção Reestruturação II; ou (ii) até o encerramento da Recuperação Judicial nos termos da **Cláusula 12.8**, o que ocorrer primeiro (“Prazo da Garantia de Processos Administrativos e Judiciais”), desde que não seja verificado qualquer inadimplemento do Grupo Americanas nos termos do respectivo contrato firmado com o Credor Quirografário Opção II que não tenha sido sanado nos termos do referido contrato (“Contrato de Fiança Bancária ou Seguro Garantia”), sendo certo ainda que, uma vez utilizadas, as respectivas Linhas de Fiança Bancária ou Seguro Garantia deverão permanecer





vigentes por prazo indeterminado, sendo renovadas automaticamente a cada ano de vigência até a extinção integral da respectiva obrigação garantida, ao custo máximo de 2,00% (dois por cento) ao ano (“Custo Máximo Linhas de Fiança Bancária ou Seguro Garantia”). Além disso, caso as Recuperandas decidam utilizar Linhas de Fiança Bancária ou Seguro Garantia nos termos do instrumento celebrado com determinado Credor Financeiro titular de Créditos Financeiros Bancos e tal Credor Financeiro não cumpra com a respectiva obrigação assumida, tal Credor Financeiro deverá pagar à Americanas, a título de indenização, no prazo de 15 (quinze) dias da notificação do respectivo descumprimento, o montante não compensatório correspondente a 20% (vinte por cento) do valor total da Linha de Fiança Bancária ou Seguro Garantia oferecida por tal Credor Financeiro Bancos, sem prejuízo da aplicação, pela Americanas, de eventuais penalidades previstas no referido contrato e da responsabilização do respectivo Credor Financeiro titular de Créditos Financeiros Bancos por perdas e danos decorrentes do referido descumprimento.

6.2.6.3.7.3. Suspensão das Obrigações de Concessão de Linhas de Fiança Bancária ou Seguro Garantia. A obrigação dos Credores Financeiros Bancos de concederem Linhas de Fiança Bancária ou Seguro Garantia ficará suspensa durante o período em que as Recuperandas estiverem inadimplentes com suas obrigações de reembolso da honra da Linha de Fiança Bancária ou Seguro Garantia, a qual deverá ser cumprida por Americanas em até 2 (dois) Dias Úteis após a comunicação do respectivo Credor Financeiro nesse sentido, sendo observado um prazo de cura de no máximo 5 (cinco) dias corridos, de quaisquer Contratos de Fiança Bancária ou Seguro Garantia, sem imposição de quaisquer penalidades aos Credores Financeiros Bancos nos termos deste Plano e dos respectivos Contratos de Fiança Bancária ou Seguro Garantia.

6.2.6.3.7.4. Forma e Desembolso das Linhas de Fiança Bancária ou Seguro Garantia e Desembolso. As Linhas de Fiança Bancária ou Seguro Garantia (i) poderão ser concedidas na forma de dinheiro, fiança bancária, seguro garantia, garantia, *stand by letter of credit* ou qualquer outra modalidade de garantia ou contragarantia aceitável (a) pelo Juízo dos respectivos processos administrativos e judiciais ou (b) à(s) seguradora(s) e ou resseguradora(s) que venham a ser contratadas por Americanas para prestar Garantia de Processos Administrativos e





Judiciais e que sejam aprovadas pelos Credores Financeiros Bancos que optarem por tal concessão; e (ii) somente serão desembolsadas pelos respectivos Credores Financeiros Bancos, cumulativamente, (a) mediante solicitação do Grupo Americanas; (b) após a Data de Fechamento - Opção de Reestruturação II; e (c) após a celebração dos Contratos de Fiança Bancária ou Seguro Garantia com cada Credor Financeiro Bancos, os quais deverão ser celebrados, até a Data de Fechamento – Opção de Reestruturação II, substancialmente nas condições usualmente adotadas por cada Credor Financeiro com seus respectivos clientes.

6.2.6.3.7.5. Proporção de Utilização de Linhas de Fiança Bancária ou Seguro Garantia. O Grupo Americanas deverá solicitar a contratação e o cumprimento (a chamada para o pagamento) das Linhas de Fiança Bancária ou Seguro Garantia oferecidas pelos Credores Financeiros Bancos, sempre de forma proporcional.

6.2.6.3.7.6. Agente Centralizador. As Recuperandas poderão contratar agente centralizador de tais Fianças Bancárias ou Seguros Garantia, de forma a facilitar a concessão de garantia em processos administrativos e judiciais envolvendo contingências de natureza fiscal contra o Grupo Americanas, hipótese em que quaisquer custos e despesas relacionados à contratação do agente centralizador deverão estar compreendidos pelo Custo Máximo Linhas de Fiança Bancária ou Seguro Garantia, observado que, até que seja providenciada a sua contratação, as Fianças Bancárias ou Seguros Garantia serão apresentados em garantia em tais processos pelos respectivos Credores Financeiros Bancos.

6.2.6.4. Recompra de Créditos Quirografários. Observado o disposto na **Cláusula 6.2.6.6** abaixo, até a Data de Fechamento – Opção Reestruturação II, a Americanas utilizará o montante total de **até R\$ 6.700.000.000,00 (seis bilhões e setecentos milhões de Reais)**, o qual deverá ser corrigido pela variação acumulada (desde que positiva) do IPCA entre a Aprovação do Plano e a data da recompra de créditos aqui prevista, acrescido de eventual Saldo Leilão Reverso Não Utilizado, e de toda forma sujeito aos ajustes conforme fórmula descrita na **Cláusula 6.2.6.6 (“Recursos Destinados à Recompra”)**, para realizar o pagamento do Saldo Remanescente Créditos Quirografários Opção II de acordo com as fórmulas detalhadas abaixo, sendo certo que, em nenhuma hipótese o montante total a ser pago a cada Credor





Quirografário Opção II no contexto da Recompra de Créditos Quirografários poderá exceder o respectivo Saldo Remanescente Créditos Quirografários Opção II.

(a) Montante de Recompra Total para Credores Financeiros titulares de Créditos Financeiros Mercado de Capitais* = (Créditos Financeiros Mercado de Capitais dos Credores Financeiros / Créditos Quirografários Opção II) * Recursos Destinados à Recompra;

Para fins de esclarecimento, o montante total a ser pago a cada Credor Financeiro titular de Créditos Financeiros Mercado de Capitais no contexto da Recompra de Créditos Quirografários será equivalente ao pro rata de seus Créditos Financeiros Mercado de Capitais em relação ao total de Créditos Financeiros Mercado de Capitais de titularidade dos Credores Financeiros após a realização do Leilão Reverso.

(b) Montante de Recompra Total para Credores Financeiros titulares de Créditos Financeiros Bancos* = (Recursos Destinados à Recompra – Montante de Recompra Total para Credores Financeiros titulares de Créditos Mercado de Capitais – R\$1.389.053.559,00 + valor das linhas de Fianças Bancárias e Seguros Garantia concedidos individualmente por cada Credor Financeiro nos termos das **Cláusulas 6.2.6.3.6 e 6.2.6.3.7 (e suas subcláusulas)**).

*Para fins de esclarecimento, todos os componentes do Montante de Recompra Total para Credores Financeiros titulares de Créditos Financeiros Bancos no contexto da Recompra de Créditos Quirografários serão calculados de forma pro rata com base no total de Créditos Financeiros Bancos de titularidade de cada Credor Financeiro após a realização do Leilão Reverso, em relação ao total de Créditos Financeiros Bancos, exceto o valor das linhas de Fianças Bancárias e Seguros Garantia concedidos individualmente por cada Credor Financeiro nos termos das **Cláusulas 6.2.6.3.6 e 6.2.6.3.7 (e suas subcláusulas)**, o qual será somado ao pagamento devido a tais credores.*

* Para evitar dúvidas, todos os Créditos referidos nas fórmulas acima já são líquidos de eventuais pagamentos no contexto do Leilão Reverso.

6.2.6.5. Para que não restem dúvidas, os Créditos Quirografários de titularidade dos Credores Quirografários Opção II e sujeitos à Recompra de Créditos Quirografários serão aqueles remanescentes após o direcionamento de Créditos Quirografários ao Leilão Reverso (se aplicável), ao Aumento de Capital Reestruturação e à emissão das Debêntures Americanas.





6.2.6.6. Não obstante o disposto na **Cláusula 6.2.6.4** acima, o montante total dos Recursos Destinados à Recompra poderá ser reduzido proporcionalmente, de acordo com a fórmula detalhada abaixo, na hipótese de reestruturação de Créditos Quirografários nos termos da Opção de Reestruturação I e Modalidade de Pagamento Geral, sendo este montante de eventual redução dos Recursos Destinados à Recompra inicial ("Excedente Recursos Recompra") obrigatoriamente utilizados pela Companhia na forma da **Cláusula 7.3**. Para fins de clareza, em nenhuma hipótese o montante total dos Recursos Destinados à Recompra poderá exceder o Saldo Remanescente Créditos Quirografários Opção II sujeito à Recompra de Créditos Quirografários.

(i) *Recursos Destinados à Recompra = (R\$6.700.000.000,00 (corrigido pela variação acumulada (desde que positiva) do IPCA) + Saldo Leilão Reverso Não Utilizado) * Fator de Ajuste, sujeito ao valor máximo do Saldo Remanescente Créditos Quirografários Opção II sujeito à Recompra de Créditos Quirografários.*

Em que Fator de Ajuste = Créditos Opção de Reestruturação II / (Créditos Opção de Reestruturação I + Créditos Opção de Reestruturação II + Créditos Modalidade de Pagamento Geral), sendo todos os Créditos referidos nas fórmulas acima já líquidos de eventuais pagamentos no contexto do Leilão Reverso.

(ii) *Excedente Recursos Recompra = (R\$6.700.000.000,00 (corrigido pela variação acumulada (desde que positiva) do IPCA) + Saldo Leilão Reverso Não Utilizado) – Recursos Destinados à Recompra.*

6.2.6.7. Na hipótese de ainda existir algum saldo remanescente dos Recursos Destinados à Recompra, após o efetivo pagamento dos Créditos Quirografários de titularidade de cada Credor Quirografário Opção II, nos termos das **Cláusulas 6.2.6.4, 6.2.6.5 e 6.2.6.6** o respectivo saldo dos Recursos Destinados à Recompra será destinado para o resgate antecipado da totalidade ou a amortização extraordinária parcial, de forma *pro rata*, ou total das Debêntures Americanas emitidas e em circulação, nos termos previstos na **Cláusula 7.3**. Caso ainda exista algum saldo remanescente dos Recursos Destinados à Recompra após o resgate antecipado ou a amortização da totalidade das Debêntures Americanas emitidas e em circulação, tal montante poderá ser utilizado pelas Recuperandas, a seu exclusivo critério, para investimentos em suas atividades.





6.2.7. Credores Financeiros Litigantes Com Valores Retidos ou Compensados. Os Credores Financeiros Litigantes Com Valores Retidos ou Compensados que (x) estiverem adimplentes com o Compromisso de Não Litigar previsto na **Cláusula 11.3** e (y) concordarem e observarem estritamente as condições previstas nas **Cláusulas 6.2.7.1 a 6.2.7.4** abaixo poderão optar expressamente, nos termos e condições previstos na **Cláusula 6.2.7.1** abaixo, por participar da Opção de Reestruturação – Créditos Retidos ou Compensados, sendo certo que (i) os Valores Compensados e os Valores a serem Compensados terão o tratamento previsto na **Cláusula 6.2.7.3** abaixo; e (ii) o eventual saldo remanescente de Créditos Quirografários de titularidade de tais Credores Financeiros Com Valores Retidos ou Compensados, após eventual pagamento de parte dos Créditos Quirografários no contexto do Leilão Reverso previsto na **Cláusula 6.2.2** acima, serão pagos na forma da modalidade de pagamento subsidiária indicada pelo Credor no termo de adesão constante do **Anexo 6.2.7.1** ou, alternativamente, na Modalidade de Pagamento Geral prevista na **Cláusula 6.2.11**, caso não seja indicada modalidade de pagamento subsidiária.

6.2.7.1 Escolha da Opção. Observadas as condições previstas na **Cláusula 6.2.7** acima, os Credores Financeiros Litigantes Com Valores Retidos ou Compensados que tiverem interesse em participar da Opção de Reestruturação – Créditos Retidos ou Compensados deverão enviar para a Americanas após a Aprovação do Plano, mas não em prazo superior a 30 (trinta) dias contados da Data de Homologação, o termo de adesão constante do **Anexo 6.2.7.1**, nos termos da **Cláusula 12.10**, contendo a indicação da modalidade de pagamento subsidiária, observado o disposto na **Cláusula 6.2.11**.

6.2.7.2 Linha de Crédito. Em até 30 (trinta) dias contados do término do prazo para a escolha da opção pelo Credor Quirografário, o respectivo Credor Financeiro Litigante Com Valores Retidos ou Compensados, exceto aquele Credor Financeiro Litigante Com Valores Retidos ou Compensados que tenha realizado a Compensação Derivativos, deverá celebrar com o Grupo Americanas instrumentos para a concessão de linha de crédito rotativa para desconto de recebíveis de cartão de crédito performados ou, a exclusivo critério do Grupo Americanas, outro produto financeiro equivalente desde que aprovado pelo respectivo Credor Financeiro Litigante Com Valores Retidos ou Compensados, de acordo com os seguintes termos e condições ("**Linha de Crédito**"):





6.2.7.2.1 Valor. O valor da linha de crédito rotativa será equivalente ao total do Valor Retido ou Compensado do respectivo Credor Financeiro Litigante Com Valores Retidos ou Compensados. O valor da linha de crédito não compreenderá o montante que tenha sido objeto de Compensação Derivativos pelo respectivo Credor Financeiro Litigante Com Valores Retidos ou Compensados. Para fins de esclarecimento, tais Credores Financeiros Litigante Com Valores Retidos ou Compensados não terão a obrigação de fornecer nova linha de crédito às Recuperandas na forma desta **Cláusula 6.2.7.2** apenas pelo montante que tenha sido objeto de Compensação Derivativos pelo respectivo Credor Financeiro Litigante Com Valores Retidos ou Compensados;

6.2.7.2.2 Vigência. No mínimo, 3 (três) anos, com início de vigência após o implemento das condições previstas na **Cláusula 6.2.7.3** abaixo, observadas as condições dispostas no instrumento de Linha de Crédito a ser acordado entre as partes e a não ocorrência das condições resolutivas previstas na **Cláusula 9.1**; e

6.2.7.2.3 Remuneração. Taxa anual de 100% do CDI, acrescida de 1,70% (um inteiro e setenta centésimos por cento).

6.2.7.3 Consolidação Valores Retidos ou Compensados. Condicionada à (i) Homologação Judicial do Plano; (ii) escolha da Opção de Reestruturação – Créditos Retidos ou Compensados nos termos da **Cláusula 6.2.7.1** acima; (iii) celebração dos instrumentos relativos à Linha de Crédito, conforme aplicável; e (iv) conclusão do Aumento de Capital Reestruturação, o respectivo Credor Financeiro Litigante Com Valores Retidos ou Compensados terá os Valores Compensados ratificados e terá os Valores a serem Compensados reconhecidos, consolidando-se, para este fim, a propriedade dos Valores Retidos ou Compensados, tornando prejudicadas eventuais Demandas envolvendo as Recuperandas, suas Afiliadas, seus acionistas ou Administradores Isentos, inclusive habilitações e impugnações de crédito relativas aos Valores Retidos ou Compensados, considerando-se extintos os Créditos até os respectivos montantes dos Valores Retidos ou Compensados.

6.2.7.4 Caso determinado Credor Financeiro Litigante Com Valores Retidos ou Compensados que tiverem interesse em participar da Opção de Reestruturação – Créditos Retidos ou Compensados descumpra a obrigação de disponibilizar a Linha de Crédito nos termos da **Cláusula 6.2.7.2** acima e





nos termos contratualmente acordados, tal Credor Financeiro Litigante Com Valores Retidos ou Compensados deverá realizar, a título de indenização, no prazo de 15 (quinze) dias do descumprimento, o pagamento à Companhia do montante correspondente a 20% (vinte por cento) dos Valores Retidos ou Compensados.

6.2.8. Credores Fornecedores com Créditos Quirografários acima de R\$ 12.000,00. Os Credores Fornecedores detentores de Créditos Quirografários acima de R\$ 12.000,00 (doze mil Reais) que não optarem por receber o pagamento de seus Créditos Quirografários de forma diversa, conforme opções de pagamento aplicáveis previstas neste Plano, desde que adimplentes com o Compromisso de Não Litigar previsto na **Cláusula 11.3**, serão pagos, após a aplicação de deságio de 50% (cinquenta por cento) sobre o valor total de seus Créditos Quirografários, conforme descrito a seguir.

(a) **Parcelas.** Amortização do saldo remanescente do principal, após a aplicação do deságio previsto na **Cláusula 6.2.8** acima, em 48 (quarenta e oito) parcelas mensais, iguais e sucessivas, vencendo-se a primeira no último Dia Útil do mês subsequente à data do encerramento do prazo de Escolha da Opção previsto na **Cláusula 6.2.8** (c), e as demais no mesmo dia dos meses subsequentes;

(b) **Correção.** O valor do saldo remanescente do principal, após a aplicação do deságio previsto na **Cláusula 6.2.8** acima, será corrigido, na menor periodicidade permitida por Lei, pela variação acumulada (desde que positiva) do IPCA, desde a Data de Homologação até a data do efetivo pagamento; e

(c) **Escolha da Opção.** Os Credores Fornecedores poderão manifestar seu interesse em ter seus Créditos Quirografários reestruturados nos da **Cláusula 6.2.8** acima, em até 30 (trinta) dias contados da Data de Homologação, mediante o envio para a Americanas, nos termos da **Cláusula 12.10** abaixo, do termo de adesão constante do **Anexo 6.2.8**, observado o disposto na **Cláusula 6.2.11**.

6.2.9. Credores Fornecedores Colaboradores. Considerando a importância de que seja mantido o fornecimento de mercadorias para revenda ao Grupo Americanas, o montante total de R\$ 3.700.000.000,00 (três bilhões e setecentos milhões de Reais) ("Recursos Destinados aos Credores Fornecedores Colaboradores") será utilizado para o pagamento dos Créditos Quirografários





de titularidade dos Credores Fornecedores Colaboradores que cumprirem com as Condições para Pagamento (conforme definido abaixo) previstas na **Cláusula 6.2.9.1** abaixo e realizarem tempestivamente a escolha da forma de pagamento de seus respectivos Créditos Quirografários nos termos da **Cláusula 6.2.9.2** abaixo, observados os demais termos e condições previstos nesta **Cláusula 6.2.9** e suas **subcláusulas**. A Americanas poderá, ainda, a seu exclusivo critério e conforme previsto na **Cláusula 12.13**, utilizar eventuais créditos, benefícios, bônus ou equivalentes, detidos contra Credores Fornecedores Colaboradores (“Valores para Compensação”) para efetuar os pagamentos previstos na **Cláusula 6.2.9.3** abaixo, sempre observado o limite dos Recursos Destinados aos Credores Fornecedores Colaboradores.

6.2.9.1. Condições para Pagamento. Os Credores Fornecedores Colaboradores que desejarem receber seus Créditos Quirografários nos termos previstos nesta **Cláusula 6.2.9** e **subcláusulas** deverão: (i) retornar, até a data de Aprovação do Plano, o fornecimento regular para o Grupo Americanas de produtos para revenda, não financeiros, conforme aplicável, nos volumes, qualidade, sortimento, prazo de entrega e condições previamente acordados entre a Companhia e o respectivo Credor Fornecedor Colaborador; (ii) retornar, até a data de Aprovação do Plano, outras negociações acessórias, tais como verbas, Americanas Ads e bônus, de forma a permitir o reestabelecimento das margens combinadas entre a Companhia e o respectivo Credor Fornecedor Colaborador; (iii) conceder, imediatamente após o recebimento de sua parcela dos Recursos Destinados aos Credores Fornecedores Colaboradores conforme previsto na **Cláusula 6.2.9.3** abaixo, em relação ao seus respectivos Créditos Quirografários, a extensão de prazo de pagamento para o Grupo Americanas para o prazo usualmente praticado durante o ano de 2022 ou superior, de forma continuada durante o período mínimo de 12 (doze) meses, prorrogáveis automaticamente por igual período; e (iv) cumprir com o Compromisso de Não Litigar previsto na **Cláusula 11.3** (“Condições para Pagamento”). Para fins de esclarecimento, a extensão de prazo de pagamento para o Grupo Americanas, prevista no item (iii) desta **Cláusula 6.2.9.1**, deverá ser concedida inclusive para pedidos realizados e ainda não pagos pela Companhia quando do recebimento pelo Credor Fornecedor Colaborador da respectiva parcela dos Recursos Destinados aos Credores Fornecedores Colaboradores conforme previsto na **Cláusula 6.2.9.3** abaixo.

6.2.9.2. Escolha da Forma de Pagamento. Os Credores Fornecedores Colaboradores que tenham interesse em receber o pagamento de seus





Créditos Quirografários nos termos definidos nesta **Cláusula 6.2.9** e **subcláusulas** deverão estar sempre adimplentes com as Condições para Pagamento descritas na **Cláusula 6.2.9.1** acima, bem como assinar e enviar para as Recuperandas, em até 15 (quinze) dias contados da Data de Homologação, nos termos da **Cláusula 12.10** abaixo, o termo de adesão para Credor Fornecedor Colaborador constante do **Anexo 6.2.9.2**, indicando expressamente a forma de pagamento escolhida dentre aquelas indicadas na **Cláusula 6.2.9.3** abaixo.

6.2.9.3. Os Recursos Destinados aos Credores Fornecedores Colaboradores e os Valores para Compensação serão utilizados para o pagamento dos Créditos Quirografários dos Credores Fornecedores Colaboradores que estiverem adimplentes com as Condições para Pagamento descritas na **Cláusula 6.2.9.1** acima, de acordo com as seguintes opções, observados a ordem de prioridade nelas previstas e o limite do saldo dos respectivos Créditos Quirografários constante da Relação de Credores:

(i) Prioridade I: Os Credores Fornecedores Colaboradores titulares de Créditos Quirografários no valor de até R\$ 1.000.000,00 (um milhão de Reais) serão integralmente pagos, em parcela única, sem deságio e sem correção, em até 30 (trinta) dias contados da Data de Homologação ("Opção Prioridade I"). Os Credores Fornecedores Colaboradores detentores de Créditos Quirografários acima de R\$ 1.000.000,00 (um milhão de Reais) também poderão optar por receber o pagamento do valor total de R\$ 1.000.000,00 (um milhão de Reais) nos termos desta Opção Prioridade I, sendo certo que, neste caso, renunciam ao direito de receber o pagamento do valor de seu Crédito Quirografário que exceder R\$ 1.000.000,00 (um milhão de Reais) e outorgam às Recuperandas, no mesmo momento da realização da opção, a mais ampla, rasa, irrevogável e irretratável quitação pelo recebimento do valor integral dos seus respectivos Créditos Quirografários.

(ii) Prioridade II: Após o pagamento da totalidade dos Créditos Quirografários dos Credores Fornecedores Colaboradores que optarem pela Opção Prioridade I, observados todos os seus termos e condições, a Americanas destinará o saldo remanescente dos Recursos Destinados aos Credores Fornecedores Colaboradores e de Valores para Compensação, conforme aplicáveis, para pagamento, de forma *pro rata*, dos Créditos Quirografários de titularidade dos Credores Fornecedores Colaboradores cujas mercadorias representem, individualmente, 0,30% (zero vírgula três





por cento) ou mais do volume total de vendas do Grupo Americanas no período de 1 de outubro de 2022 até 30 de setembro de 2023 (“Opção Prioridade II”). O pagamento da Opção Prioridade II será realizado de forma *pro rata*, em parcela única, sem deságio e sem correção, em até 30 (trinta) dias contados da Data de Homologação. Para fins de clareza, na hipótese de determinado Credor Fornecedor Colaborador optar pelo pagamento dos Créditos Quirografários de sua titularidade nos termos da Opção Prioridade II, mas não se enquadrar nos requisitos previstos na Opção Prioridade II, o pagamento dos Créditos Quirografários respectivos será automaticamente realizado nos termos da Opção Prioridade III abaixo.

(iii) Prioridade III: Após o pagamento da totalidade dos Créditos Quirografários dos Credores Fornecedores Colaboradores que optarem pela Opção Prioridade I e pela Opção Prioridade II, observados todos os seus termos e condições, a Americanas destinará o saldo remanescente dos Recursos Destinados aos Credores Fornecedores Colaboradores e de Valores para Compensação, conforme aplicáveis, para pagamento, de forma *pro rata*, dos Créditos Quirografários de titularidade dos Credores Fornecedores Colaboradores que escolherem Opção Prioridade III ou não forem pagos nos termos da Opção Prioridade I e Opção Prioridade II (“Opção Prioridade III”). O pagamento da Opção Prioridade III será realizado de forma *pro rata*, em parcela única, sem deságio e sem correção, em até 30 (trinta) dias contados da Data de Homologação.

6.2.9.4. Caso os Recursos Destinados aos Credores Fornecedores Colaboradores, incluindo eventuais Valores para Compensação, caso aplicáveis, não sejam suficientes para o pagamento integral dos Créditos Quirografários dos Credores Fornecedores Colaboradores nos termos da Opção Prioridade III, a Americanas disponibilizará o montante adicional de até R\$ 300.000.000,00 (trezentos milhões de Reais) (“Valor Adicional”) para pagamento dos Créditos Quirografários do respectivo Credor Fornecedor Colaborador que remanescerem após o pagamento da Opção Prioridade III, em 60 (sessenta) parcelas mensais escalonadas, com o primeiro pagamento em até 60 (sessenta) dias contados da Data de Homologação, sendo que as primeiras 48 (quarenta e oito) parcelas a serem pagas devem equivaler, no total, a 50% (cinquenta por cento) dos Créditos Quirografários do respectivo Credor Fornecedor Colaborador que remanescerem após o pagamento da Opção Prioridade III. O saldo remanescente após o pagamento das 48





(quarenta e oito) parcelas iniciais será pago nas últimas 12 (doze) parcelas até o esgotamento do Valor Adicional.

6.2.9.5. Caso os Recursos Destinados aos Credores Fornecedores Colaboradores, incluindo eventuais Valores para Compensação, caso aplicáveis, bem como o Valor Adicional, não sejam suficientes para o pagamento integral dos Créditos Quirografários dos Credores Fornecedores Colaboradores de acordo com a opção escolhida por cada Credor Fornecedor Colaborador e observada a ordem de prioridade prevista na **Cláusula 6.2.9.3** acima, o saldo remanescente dos Créditos Quirografários do respectivo Credor Fornecedor Colaborador deverá ser pago nos termos da **Cláusula 6.2.8**.

6.2.9.6. Na hipótese de determinado Credor Fornecedor Colaborador deixar de cumprir com qualquer das Condições para Pagamento previstas na **Cláusula 6.2.9.1** acima após o pagamento de parte ou da totalidade de seu respectivo Crédito Quirografário, tal Credor Fornecedor Colaborador terá o prazo máximo de 30 (trinta) dias, após o envio de notificação pela Americanas informando o descumprimento, para sanar o respectivo descumprimento. Caso o Credor Fornecedor Colaborador não sane o descumprimento no referido prazo, o respectivo Credor Fornecedor Colaborador estará sujeito, e a Americanas poderá cobrar a qualquer momento, ao pagamento de multa não compensatória à Americanas no montante equivalente a 50% (cinquenta por cento) do valor total do Crédito Quirografário recebido pelo respectivo Credor Fornecedor Colaborador, a qual poderá ser compensada pela Americanas com quaisquer créditos detidos contra o respectivo Credor Fornecedor Colaborador.

6.2.9.7. O Grupo Americanas não estará obrigado a solicitar, nem a contratar, novos produtos oferecidos pelo Credor Fornecedor Colaborador, podendo contratar novos produtos estritamente de acordo com sua a necessidade operacional e as melhores ofertas de mercado.

6.2.9.8. Na hipótese (i) de declaração do vencimento antecipado das Debêntures Americanas, na forma da Escritura Debêntures Americanas, durante o período de supervisão judicial estabelecido no art. 61, caput, da LFR ou (ii) de inadimplemento de créditos de titularidade do respectivo Credor Fornecedor Colaborador constituídos posteriormente à Data do Pedido, que não tenha sido regularizado no prazo de até 5 (cinco) Dias Úteis após o recebimento de notificação pelo Grupo Americanas informando o





referido inadimplemento, o Credor Fornecedor Colaborador estará isento do cumprimento das Condições para Pagamento previstas no item *iii* da **Cláusula 6.2.9.1** bem como das penalidades previstas na **Cláusula 6.2.9.6**.

6.2.9.9. Sub-rogação. Observado o disposto na **Cláusula 6.2.9.9.1** abaixo, na hipótese de qualquer Pessoa se sub-rogar, a qualquer título e a qualquer tempo, nos direitos de determinado Credor Fornecedor Colaborador, tal Pessoa fará jus ao pagamento dos referidos Créditos Quirografários nos mesmos termos aplicáveis ao respectivo Credor Fornecedor Colaborador originário e no limite do respectivo Crédito Quirografário, em qualquer caso, desde que (i) o respectivo Credor Fornecedor Colaborador originário mantenha o cumprimento das Condições para Pagamento previstas na **Cláusula 6.2.9.1**; (ii) assine e envie, conjuntamente com o respectivo Credor Fornecedor Colaborador originário, o termo de adesão para Créditos Concurrais Sub-Rogados – Credor Fornecedor Colaborador constante do **Anexo 6.2.9.9** para as Recuperandas, em até 10 (dez) dias contados da data em que se sub-rogar nos direitos de determinado Credor Fornecedor Colaborador, nos termos da **Cláusula 12.10** abaixo (ou em até 5 (cinco) dias contados da data da Homologação do Plano, caso a sub-rogação já tenha ocorrido antes da data da Aprovação do Plano); e (iii) realize a escolha de pagamento dos seus Créditos Quirografários nos termos da **Cláusula 6.2.9.2**, obrigando-se a se manter adimplente com o Compromisso de Não Litigar previsto na **Cláusula 11.3**. Fica, desde já, certo e ajustado que o disposto nesta **Cláusula 6.2.9.9** não se aplica caso a Pessoa que se sub-rogar nos direitos de determinado Credor Fornecedor Colaborador seja uma instituição financeira.

6.2.9.9.1. Na hipótese de o Credor Fornecedor Colaborador originário deixar de cumprir com qualquer das Condições para Pagamento previstas na **Cláusula 6.2.9.1** acima após o pagamento de parte ou da totalidade dos respectivos Créditos Quirografários em favor da respectiva Pessoa que se sub-rogou nos seus direitos, tal Pessoa estará sujeita às penalidades previstas na **Cláusula 6.2.9.6**.

6.2.10 Credores Fornecedores de Tecnologia. Considerando a importância para o Grupo Americanas do seu marketplace e do reforço de seu canal de vendas digital, a Americanas disponibilizará o montante total de R\$ 100.000.000,00 (cem milhões de Reais) (“Recursos Destinados aos Credores Fornecedores de Tecnologia”) para o pagamento dos Créditos Quirografários dos Credores Fornecedores de Tecnologia, de forma *pro rata*, em parcela única,





e sem correção, em até 45 (quarenta e cinco) dias contados da Data de Homologação, observado o disposto nas **Cláusulas 6.2.10.1 a 6.2.10.4** abaixo.

6.2.10.1. Os Credores Fornecedores de Tecnologia que desejarem receber o pagamento de seus respectivos Créditos Quirografários na forma descrita na **Cláusula 6.2.10** acima deverão, cumulativamente, (i) enviar para a Americanas, em até 30 (trinta) dias contados da Data de Homologação, nos termos da **Cláusula 12.10** abaixo, o termo de adesão constante do **Anexo 6.2.10.1**; (ii) conceder, imediatamente após o recebimento de sua parcela dos Recursos Destinados aos Credores Fornecedores de Tecnologia, a extensão de prazo de pagamento para o Grupo Americanas para o prazo usualmente praticado durante o ano de 2022 ou superior, de forma continuada durante o período mínimo de 12 (doze) meses prorrogáveis automaticamente por igual período; e (iii) estar sempre adimplentes com o Compromisso de Não Litigar previsto na **Cláusula 11.3**. A concessão da extensão de prazo de pagamento prevista no item (ii) desta **Cláusula 6.2.10.1** poderá ser excetuada caso o respectivo Credor Fornecedor de Tecnologia comprove o incremento da exposição do risco de crédito em mais de 20% (vinte por cento) da média dos valores mensais despendidos pela Americanas no ano de 2023.

6.2.10.2. Eventuais saldos remanescentes de Créditos Quirografários de titularidade de Credores Fornecedores de Tecnologia que não tenham sido pagos com os Recursos Destinados aos Credores Fornecedores de Tecnologia após o pagamento previsto na **Cláusula 6.2.10** acima, serão pagos nos termos da **Cláusula 6.2.8**.

6.2.10.3. Na hipótese de determinado Credor Fornecedor de Tecnologia deixar de cumprir com qualquer das condições previstas na **Cláusula 6.2.10.1** acima, após o pagamento do seu respectivo Crédito Quirografário, tal Credor Fornecedor de Tecnologia terá o prazo máximo de 30 (trinta) dias, após o envio de notificação pela Americanas informando o descumprimento, para sanar o respectivo descumprimento. Caso o Credor Fornecedor de Tecnologia não sane o descumprimento no referido prazo, o respectivo Credor Fornecedor de Tecnologia estará sujeito, e a Americanas poderá cobrar a qualquer momento, ao pagamento de multa não compensatória à Americanas no montante equivalente a 30% (trinta por cento) do valor total do Crédito Quirografário recebido, a qual poderá ser compensada pela Americanas com quaisquer créditos detidos contra o respectivo Credor Fornecedor de Tecnologia.





6.2.10.4. O Grupo Americanas não estará obrigado a solicitar, nem a contratar, novos produtos ou serviços oferecidos pelo Credor Fornecedor de Tecnologia, podendo contratar novos produtos ou serviços estritamente de acordo com a sua necessidade operacional e as melhores ofertas de mercado.

6.2.11. Modalidade de Pagamento Geral. Exceto se disposto de forma diversa neste Plano, a modalidade geral de pagamento prevista nesta **Cláusula 6.2.11** se aplica (i) aos Créditos Quirografários de titularidade dos Credores Quirografários (a) que não manifestem e indiquem, expressa e tempestivamente nos termos deste Plano, a opção de pagamento de seus respectivos Créditos Quirografários, exceto os Credores Stock Options, os quais serão pagos nos termos das respectivas cláusulas; ou (b) que, por qualquer motivo, até o recebimento do pagamento integral do seu respectivo Crédito Quirografário reestruturado nos termos deste Plano, deixe de cumprir com o seu Compromisso de Não Litigar previsto na **Cláusula 11.3**, conforme aplicável; bem como (ii) aos Créditos Ilíquidos, nos termos da **Cláusula 6.3**; (iii) aos Créditos Retardatários, nos termos da **Cláusula 6.4**; (iv) à Parcela Majorada de Créditos Quirografários, nos termos da **Cláusula 6.5**; e (v) aos Créditos Reclassificados, nos termos da **Cláusula 6.6** ("Credores Quirografários – Modalidade de Pagamento Geral"), os quais serão pagos conforme descrito a seguir:

(a) Deságio: Os saldos remanescentes dos Créditos Quirografários a serem reestruturados nos termos desta **Cláusula 6.2.11** serão reduzidos no percentual de 80% (oitenta por cento). Para todos os fins, o deságio previsto neste item (a) será aplicado primeiramente aos juros que forem devidos e a serem pagos, e, apenas, posteriormente, à parcela do principal que compões os Créditos Quirografários a serem reestruturados e pagos nos termos desta **Cláusula 6.2.11**;

(b) Pagamento do Principal: O valor do principal do saldo remanescente dos Créditos Quirografários, após o deságio previsto no item (a) acima, será amortizado em apenas uma parcela (*bullet*), no mês de janeiro de 2044;

(c) Juros/Correção: (i) Caso o Credor Quirografários seja titular de Créditos Quirografários em Real, o valor do principal do respectivo saldo remanescente dos respectivos Créditos Quirografários, após o deságio previsto no item (a) acima, será corrigido pelo índice TR ao ano, desde a data da Aprovação do Plano até a data do efetivo pagamento,





ou, (ii) caso o Credor Quirografário seja titular de Créditos Quirografários em Dólar, não haverá incidência de juros sobre o valor do principal do respectivo saldo remanescente dos respectivos Créditos Quirografários, após o deságio previsto no item (a) acima;

(d) Opção de Pré-Pagamento: A Americanas terá a opção de, a seu exclusivo critério, a qualquer tempo, e desde que as Debêntures Americanas tenham sido integralmente quitadas, quitar integral ou parcialmente, de forma antecipada, os valores devidos na forma desta **Cláusula 6.2.11**, por meio do pagamento do valor presente (ou parte dele) do principal, após deságio, e juros incorridos até a data de exercício da opção, calculado da seguinte forma:

Valor presente = PC x FD

- P = Principal corrigido desde a data de Aprovação do Plano até a data do exercício da opção
- N = Número de Dias Úteis entre a data de exercício da opção e a data do vencimento
- PC = Principal corrigido pela taxa TR desde a data da Aprovação do Plano até a data do efetivo pagamento, calculado conforme fórmula abaixo:

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

Para fins do cálculo do principal corrigido, a TR utilizada será a última taxa conforme apurada e divulgada pelo Banco Central do Brasil, em base anual considerando 252 (duzentos e cinquenta e dois) Dias Úteis.

- FD = Fator de desconto calculado conforme fórmula abaixo:

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

Para fins do cálculo do fator de desconto, T corresponderá ao valor do último ano de projeção da taxa Selic anual, conforme apurada e divulgada pelo relatório Focus do Banco Central do Brasil, multiplicada por 128%. Para que não restem dúvidas, o ano de projeção da taxa Selic não poderá ser maior do que o próprio ano de vencimento.





(e) No caso de pré-pagamento de Créditos Quirografários em Dólar nos termos desta **Cláusula 6.2.11**, será aplicado ao respectivo Crédito Quirografário o mesmo desconto percentual resultante da fórmula constante do item (d) acima sobre o valor presente (ou parte dele) do principal dos seus Créditos Quirografários em Dólar, após deságio, e juros incorridos até a data de exercício da opção.

6.2.12. Créditos Intercompany e Créditos Acionistas de Referência. Os Créditos *Intercompany* e Créditos Acionistas de Referência não poderão participar do Leilão Reverso e serão quitados, após aplicação de deságio de 80% (oitenta por cento), em apenas uma parcela (*bullet*) em 2044, após o término do pagamento dos Créditos Quirografários previsto na forma da **Cláusula 6.2.11**, sendo certo que as Recuperandas poderão, a seu exclusivo critério, quitar os referidos Créditos *Intercompany* e Créditos Acionistas de Referência mediante formas alternativas de extinção e/ou pagamento, inclusive, mas não se limitando, ao encontro de contas na forma da Lei, desde que, nesta hipótese, todo e qualquer pagamento seja subordinado ao pagamento das Debêntures Americanas.

6.2.13. Credores Stock Options. Os Credores Stock Options, mesmo que sejam titulares (i) de Créditos Ilíquidos, nos termos da **Cláusula 6.3** ou de (ii) Créditos Retardatários, nos termos da **Cláusula 6.4**, serão pagos nos termos previstos nesta **Cláusula 6.2.13**, conforme descrito a seguir:

(a) Deságio: Os Créditos Quirografários dos Credores Stock Options a serem reestruturados nos termos desta **Cláusula 6.2.13** serão reduzidos no percentual de 93% (noventa e três por cento);

(b) Pagamento do Principal: O valor do principal do saldo remanescente dos Créditos Quirografários dos Credores Stock Options, após o deságio previsto no item (a) acima, será amortizado em apenas uma parcela (*bullet*), 30 (trinta) dias após o envio pelo respectivo Credor Stock Options para a Companhia das informações de pagamento, nos termos da **Cláusula 12.10**, o que somente poderá ser realizado após o reconhecimento do respectivo Crédito Quirografário por decisão judicial transitada em julgado, ou acordo entre as partes, homologado pelo Juízo da Recuperação Judicial; e

(c) Correção: O valor do principal do saldo remanescente dos Créditos Quirografários dos Credores Stock Options, após o deságio





previsto no item (a) acima, será corrigido pelo índice TR ao ano, desde a data de Aprovação do Plano até a data do efetivo pagamento.

6.3. Créditos Ilíquidos. Os Créditos Ilíquidos se sujeitam integralmente aos termos e condições deste Plano e aos efeitos da Recuperação Judicial. Uma vez materializados e reconhecidos por decisão judicial ou arbitral que os tornem líquidos, transitada em julgado, ou por acordo entre as partes, os Créditos Ilíquidos serão pagos na forma prevista na **Cláusula 6.2.11**, exceto quando se tratar de (i) Créditos Pós-Cautelar e Pré-Pedido, (ii) Créditos Trabalhistas, (iii) Créditos ME e EPP, ou (iv) quando disposto de forma distinta neste Plano.

6.4. Créditos Retardatários. Na hipótese de reconhecimento de Créditos Concurrais por decisão judicial ou arbitral, transitada em julgado, ou acordo entre as partes, posteriormente à data de apresentação do Plano ao Juízo da Recuperação Judicial, serão eles considerados "Créditos Retardatários" e deverão ser pagos de acordo com a classificação e critérios estabelecidos neste Plano para a classe na qual os Créditos Retardatários em questão devam ser habilitados e incluídos, sendo certo que, na hipótese de os Créditos Retardatários envolverem Créditos Quirografários, seus respectivos pagamentos deverão ser realizados na forma prevista na **Cláusula 6.2.11**, exceto quando se tratar de (i) Créditos Pós-Cautelar e Pré-Pedido, (ii) Créditos Trabalhistas, (iii) Créditos ME e EPP, ou (iv) quando disposto de forma distinta neste Plano.

6.5. Modificação do Valor de Créditos. Na hipótese de modificação do valor de qualquer dos Créditos já reconhecidos e inseridos na Relação de Credores – Pagamentos, por decisão judicial ou arbitral, transitada em julgado, o valor alterado do respectivo Crédito deverá ser pago nos termos previstos neste Plano, sendo certo que, caso determinado Crédito Quirografário tenha sido majorado em relação ao valor listado na Relação de Credores – Pagamento, a parcela majorada do Crédito Quirografário em questão ("Parcela Majorada de Créditos Quirografários") deverá ser paga nos termos da **Cláusula 6.2.11**, salvo se a Parcela Majorada de Créditos Quirografários decorrer de acordo ou transação entre as Recuperandas e o Credor Quirografário, hipótese em que a Parcela Majorada de Créditos Quirografários deverá ser paga de acordo com a Opção de Pagamento escolhida pelo respectivo Credor Quirografário.

6.6. Reclassificação de Créditos. Caso, por decisão judicial ou arbitral, transitada em julgado, ou acordo entre as partes, seja determinada a reclassificação de qualquer dos Créditos para Créditos Quirografários ("Créditos Reclassificados"), o Crédito Reclassificado deverá ser pago nos termos e condições previstos na **Cláusula 6.2.11**.





6.7. Opção de Pagamento – Mercado de Capitais. Cada Credor Financeiro que seja titular de Créditos Financeiros Mercado de Capitais poderá realizar a sua escolha da opção de pagamento, nos termos das **Cláusulas 6.2.2, 6.2.4, 6.2.5, 6.2.6 ou 6.2.7**, caso aplicável, de maneira individual e independente, de forma direta ou por meio de um representante, ainda que seu Crédito tenha sido listado na Relação de Credores sob nome do respectivo Agente Fiduciário/Trustee/Securitizadora, desde que tal Credor Financeiro comunique e indique expressa e previamente ao respectivo Agente Fiduciário/Trustee/Securitizadora, conforme aplicável, seu interesse em realizar tal escolha de pagamento de forma individual. Para fins de clareza, a escolha da opção de pagamento nos termos previstos nesta **Cláusula 6.7** vinculará apenas os valores dos Créditos Financeiros Mercado de Capitais de titularidade do respectivo Credor Financeiro, sendo certo que a escolha de determinada opção de pagamento por tal Credor Financeiro na forma desta **Cláusula 6.7** não impedirá sua participação no Leilão Reverso previsto na **Cláusula 6.2.2**.

6.7.1 Com relação aos Credores Financeiros detentores de Créditos Financeiros Mercado de Capitais relativos a títulos de dívida negociados no exterior e regulados por Leis estrangeiras (*bonds*) emitidos pelas Recuperandas, o Grupo Americanas informa que, para fins de controle das escolhas de opções de pagamento de forma individual por tais Credores Financeiros, poderá contratar um agente especializado para consolidar as escolhas de pagamento realizadas individualmente pelos Credores Financeiros por intermédio de plataforma eletrônica e enviar para o Grupo Americanas a relação de todas as escolhas entre as opções de pagamento previstas nas **Cláusulas 6.2.2, 6.2.4, 6.2.5, 6.2.6 ou 6.2.7** realizadas por tais Credores Financeiros de forma individual. Após a escolha e contratação do referido agente, o Grupo Americanas disponibilizará tempestivamente, em site eletrônico a ser posteriormente divulgado, as informações sobre o referido agente contratado e seus respectivos canais de contato, bem como solicitará ao *Trustee* dos respectivos títulos de dívida negociados no exterior e regulados por Leis estrangeiras (*bonds*) que informe aos respectivos Credores Financeiros sobre a referida contratação e para fins da comunicação e indicação expressa pelos Credores Financeiros sobre a escolha de pagamento realizada de forma individual.

7. RECURSOS PARA PAGAMENTO DE CREDITORES

7.1. Alienação e Oneração de Ativos. Após a Data de Homologação, como forma de levantamento de recursos, o Grupo Americanas (i) deverá promover processos organizados de alienação das UPIs HNT e Uni.co; (ii) poderá promover processos





organizados de alienação dos ativos listados no **Anexo 4.1.4**, sob a forma de UPIs ou não; (iii) poderá onerar bens que integram o ativo permanente (não circulante) das Recuperandas listados no **Anexo 4.1.4**, exceto aqueles bens e ativos que comporão o Acervo HNT, o Acervo Uni.Co, o Acervo AME e o Acervo Digital, conforme previstos nas **Cláusulas 7.2.1(i), 7.2.1(ii), 7.2.1(iii) e 7.2.1(iv)** abaixo, ressalvado em relação ao Acervo HNT a consumação de operações no curso normal dos seus negócios e ao Acervo Uni.Co, no que diz respeito às suas subsidiárias integrais; bem como (iv) poderá promover a alienação ou oneração de outros Ativos Relevantes, inclusive para fins de garantia em processos judiciais, observadas as limitações estabelecidas na Escritura de Debêntures Americanas, e de Ativos Não Relevantes, em qualquer caso independentemente de nova aprovação dos Credores Concursais, na forma dos arts. 60, 60-A, 66, 140, 141 e 142 da LRF, conforme aplicável, e desde que observados os demais termos e condições deste Plano, e observadas e/ou obtidas as autorizações ou limitações regulatórias ou previstas no Estatuto Social da Americanas ou das demais Recuperandas, conforme aplicáveis.

7.1.1. Como forma de levantamento de recursos, o Grupo Americanas poderá promover a alienação dos Ativos Relevantes que não estejam listados no **Anexo 4.1.4**, observadas as limitações estabelecidas na Escritura de Debêntures Americanas, *desde que* observadas eventuais exigências ou autorizações previstas no Estatuto Social da Americanas ou das demais Recuperandas, bem como eventuais autorizações regulatórias que se façam necessárias, conforme aplicável, e, enquanto não encerrada a Recuperação Judicial, *desde que* aprovada pelo Juízo da Recuperação Judicial.

7.1.2. O Grupo Americanas também poderá promover a alienação de Ativos Não Relevantes, independentemente de nova aprovação do Juízo da Recuperação Judicial ou dos Credores Concursais, *desde que* observadas eventuais exigências ou autorizações previstas no Estatuto Social da Americanas ou das demais Recuperandas, conforme aplicável.

7.1.3. Conforme estabelecido na **Cláusula 4.1.4.3**, na alienação de bens móveis ou imóveis do Grupo Americanas, que não constituírem UPIs, incluindo a alienação de tais bens individualmente ou em bloco, direta ou indiretamente mediante o aporte dos mesmos no capital de alguma sociedade e a alienação das quotas ou ações de sua emissão, o(s) adquirente(s) não sucederá(ão) nas obrigações de quaisquer naturezas do Grupo Americanas, nos termos do art. 141, inciso II da LRF, inclusive as obrigações de natureza ambiental, regulatória, administrativa, anticorrupção e trabalhista, excepcionadas as obrigações





relativas ao próprio bem alienado (*propter rem*), tais como, no caso de imóveis, IPTU e condomínio.

7.1.4. Sem prejuízo do disposto acima, o Grupo Americanas poderá, ainda, promover a alienação de Ativos Relevantes, *desde que* observadas eventuais exigências ou autorizações previstas no Estatuto Social da Americanas ou das demais Recuperandas, na Escritura de Debêntures Americanas, bem como eventuais autorizações regulatórias que se façam necessárias, conforme aplicável.

7.2. Constituição e Alienação de UPIs. Sem prejuízo do disposto na **Cláusula 7.1** acima, e nos termos da autorização para alienação de ativos prevista naquela cláusula, como forma de incrementar as medidas voltadas para sua recuperação econômico-financeira e facilitar o processo de alienação de ativos, as Recuperandas poderão constituir e organizar as 4 (quatro) UPIs descritas nas **Cláusula 7.2.1** abaixo (em conjunto, as “UPIs Definidas”) para serem alienadas, individualmente ou em blocos, de maneira total ou parcial, sem que a(s) UPI(s) e o(s) adquirente(s) suceda(m) às Recuperandas em quaisquer dívidas, contingências e obrigações de quaisquer naturezas, inclusive em relação às obrigações de natureza fiscal, tributárias e não tributárias, ambiental, regulatória, administrativa, cível, consumerista, comercial, trabalhista, previdenciária, penal e anticorrupção, nos termos dos arts. 60, parágrafo único, 141, inciso II e 142 da LRF e do art. 133, §1º, inciso II da Lei nº 5.172/1966.

7.2.1. As 4 (quatro) UPIs Definidas descritas nos itens (i), (ii), (iii) e (iv) abaixo poderão ser constituídas mediante a realização e implementação de operações de reorganização societária que as Recuperandas julgarem mais eficientes e convenientes, as quais poderão ser organizadas na forma de sociedades de propósito específico (em cada caso, uma “SPE”) e para cujo capital as Recuperandas poderão transferir os bens e ativos listados no **Anexo 4.1.4** que forem aplicáveis. No momento em que as Recuperandas decidirem realizar um Procedimento Competitivo (conforme definido abaixo) para a alienação de cada uma das UPIs, as Recuperandas deverão prever no respectivo edital de Procedimento Competitivo, a ser apresentado nos autos da Recuperação Judicial (“Edital”) e oportunamente publicado no Diário da Justiça Eletrônico do Tribunal de Justiça do Estado do Rio de Janeiro oficial e em jornal de grande circulação, as condições da respectiva alienação, as quais contemplarão, dentre outras regras: (a) prazo para habilitação e para a realização do respectivo Processo Competitivo; (b) prazo e condições para realização de auditoria (*due diligence*) prévia, se aplicável; (c) a minuta do Contrato de Compra e Venda a ser assinado e seus anexos; (d) as respectivas modalidades, os procedimentos a





serem adotados em cada processo competitivo e os critérios para definir as propostas vencedoras; e (e) observado o disposto na **Cláusula 7.3** e suas **subcláusulas**, a obrigação de depósito do Valor *Cash Sweep* pelo adquirente na Conta de Pagamentos M&A.

(i) Composição da UPI HNT. A UPI HNT será composta pelos ativos, passivos, obrigações e direitos descritos no **Anexo 7.2.1(i)** ("UPI HNT" e "Acervo HNT") e será organizada na forma de uma SPE para cujo capital social as Recuperandas deverão contribuir e/ou transferir, por meio de operações societárias e/ou contratuais, todo o Acervo HNT ("SPE HNT"). Todos os demais ativos, passivos, obrigações e direitos que não forem transferidos pelas Recuperandas à SPE HNT e que não estejam descritos como Acervo HNT no **Anexo 7.2.1(i)** não integrarão a UPI HNT e não farão parte da alienação judicial, continuando na propriedade e obrigação das Recuperandas, ou de outra SPE, caso assim estabelecido neste Plano;

(ii) Composição da UPI Uni.Co. A UPI Uni.Co será composta pelos ativos, passivos, obrigações e direitos descritos no **Anexo 7.2.1(ii)** ("UPI Uni.Co" e "Acervo Uni.Co") e poderá ser organizada na forma de uma SPE para cujo capital social as Recuperandas deverão contribuir e/ou transferir, por meio de operações societárias e/ou contratuais, todo o Acervo Uni.Co ("SPE Uni.Co"). Todos os demais ativos, passivos, obrigações e direitos que não estejam descritos como Acervo Uni.Co no **Anexo 7.2.1(ii)** não integrarão a UPI Uni.Co e não farão parte da alienação judicial, continuando na propriedade e obrigação das Recuperandas, ou de outra SPE, caso assim estabelecido neste Plano;

(iii) Composição da UPI AME. A UPI AME será composta pelos ativos, passivos, obrigações e direitos descritos no **Anexo 7.2.1(iii)** ("UPI AME" e "Acervo AME") e poderá ser organizada na forma de uma SPE para cujo capital social as Recuperandas poderão contribuir e/ou transferir, por meio de operações societárias e/ou contratuais, todo o Acervo AME ("SPE AME"). Todos os demais ativos, passivos, obrigações e direitos que não estejam descritos como Acervo AME no **Anexo 7.2.1(iii)** não integrarão a UPI AME e não farão parte da alienação judicial, continuando na propriedade e obrigação das Recuperandas, ou de outra SPE, caso assim estabelecido neste Plano; e





(iv) Composição da UPI Digital. A UPI Digital será composta pelos ativos, passivos, obrigações e direitos descritos no **Anexo 7.2.1(iv)** (“UPI Digital” e “Acervo Digital”) e poderá ser organizada na forma de uma SPE para cujo capital social as Recuperandas poderão contribuir e/ou transferir, por meio de operações societárias e/ou contratuais, todo o Acervo Digital (“SPE Digital”). Todos os demais ativos, passivos, obrigações e direitos que não estejam descritos como Acervo Digital no **Anexo 7.2.1(iv)** não integrarão a UPI Digital e não farão parte da alienação judicial, continuando na propriedade e obrigação das Recuperandas, ou de outra SPE, caso assim estabelecido neste Plano.

7.2.1.1 Transferência dos Acervos das UPIs Definidas e Operação das SPEs. As Recuperandas irão contribuir e transferir os Acervos das UPIs Definidas para as respectivas UPIs Definidas na forma e até a data da celebração dos respectivos contratos de compra e venda ou outra data posterior a ser prevista nos respectivos contratos de compra e venda, conforme aplicável, de forma que as SPEs, se e quando constituídas, possam operar os respectivos Acervos das UPIs Definidas de maneira independente e com as autorizações necessárias.

7.2.2. Alienação das UPIs Definidas. Sem prejuízo de outros termos e condições previstos no respectivo Edital e observado o disposto nas cláusulas a seguir, bem como nos arts. 60 e 142 da LRF, as UPIs Definidas, caso constituídas, serão alienadas judicialmente, total ou parcialmente, por processo competitivo entre os potenciais interessados, na modalidade de propostas fechadas, conforme autorizado pelo art. 142, inciso V da LRF, após a lavratura e assinatura do respectivo auto de arrematação pelas partes interessadas e mediante a transferência das ações de emissão de cada SPE UPI Definida, sem que a(s) UPI(s) e o(s) respectivo(s) adquirente(s) suceda(m) às Recuperandas em quaisquer dívidas, contingências e obrigações de quaisquer naturezas, inclusive em relação às obrigações de natureza fiscal, tributárias e não tributárias, ambiental, regulatória, administrativa, cível, comercial, consumerista, trabalhista, penal, anticorrupção e previdenciária, nos termos dos arts. 60, parágrafo único, 141, inciso II e 142 da LRF e do art. 133, §1º, inciso II da Lei nº 5.172/1966 (“Procedimento Competitivo”). O Procedimento Competitivo para alienação de cada UPI Definida deverá observar todos os termos e condições constantes deste Plano, da legislação e regulamentação aplicável e do respectivo Edital, ficando as Recuperandas desde já autorizadas a solicitar ao Juízo da Recuperação Judicial que o auto de arrematação a ser lavrado após a conclusão de determinado Procedimento Competitivo preveja que sua eficácia fique





condicionada ao efetivo cumprimento das condições precedentes previstas no contrato de compra e venda aplicável à respectiva UPI Definida.

7.2.2.1. Dispensa de Avaliação Judicial. As Recuperandas, agindo com transparência e boa-fé, considerando as peculiaridades e características únicas dos ativos que formam as UPIs Definidas e visando à celeridade dos trâmites necessários para a implementação da alienação das UPIs Definidas e à redução de custos no procedimento, sem prejuízo do disposto neste Plano, dispensam a realização da avaliação judicial nos Procedimentos Competitivos de alienação das UPIs Definidas, com o que, desde já, os Credores concordam mediante aprovação deste Plano. Sujeito apenas e tão somente à Aprovação do Plano, os Credores e as Recuperandas renunciam, desde já, a quaisquer direitos, defesas e/ou prerrogativas exclusivamente com relação à falta de avaliação judicial nos Procedimentos Competitivos aqui previstos.

7.2.2.2. Due Diligence Prévia. As Recuperandas deverão, no âmbito de cada Procedimento Competitivo (i) disponibilizar aos interessados em participar do Procedimento Competitivo, mediante a assinatura de acordo de confidencialidade e quaisquer outros documentos ou a realização de medidas que visem à preservação dos interesses das Recuperandas e o cumprimento das regras legais aplicáveis, inclusive aquelas relativas a aspectos concorrenciais, acesso aos documentos e informações relacionados à respectiva UPI Definida e aos ativos, obrigações e direitos que a compõem para a realização de auditoria legal, financeira e contábil, e avaliação independente dos referidos documentos e informações pelos interessados ("Auditoria"); (ii) disponibilizar equipe responsável para responder as dúvidas dos interessados acerca dos ativos, obrigações e direitos que compõem a respectiva UPI Definida; (iii) franquear aos interessados razoável acesso aos ativos e passivos vertidos, ou a serem vertidos a cada UPI Definida; e (iv) tomar todas as demais medidas necessárias e adequadas para a regular realização do Procedimento Competitivo. Os prazos e condições para a realização da Auditoria de cada UPI Definida constarão do respectivo Edital.

7.2.2.3. Requisitos Mínimos de Qualificação. Os interessados em participar dos Procedimentos Competitivos deverão manifestar seu interesse no prazo de 7 (sete) Dias Úteis contados da publicação do respectivo Edital, podendo tal prazo ser prorrogado a exclusivo critério das Recuperandas e posteriormente informado a todos os interessados,





mediante apresentação de notificação de qualificação ao Grupo Americanas, nos termos previstos neste Plano e no respectivo Edital, com cópia para a Administração Judicial e protocolo perante o Juízo da Recuperação Judicial, sempre no mesmo prazo aqui estabelecido ("Qualificação"). Sem prejuízo dos critérios financeiros e demais documentos e condições que venham a ser exigidos em cada Edital nos termos deste Plano, cada interessado em participar de qualquer Procedimento Competitivo deverá demonstrar por meio de sua notificação de Qualificação o preenchimento dos seguintes requisitos mínimos de qualificação ("Requisitos Mínimos de Qualificação"), sob pena do respectivo interessado ter sua notificação de Qualificação desconsiderada pelo Grupo Americanas:

- (i) o interessado deverá indicar o Procedimento Competitivo no qual deseja participar, indicando, ainda, a UPI Definida para cuja aquisição pretende apresentar proposta;
- (ii) o interessado deverá apresentar proposta de aquisição da UPI Ativos Relevantes exclusivamente em dinheiro, em moeda corrente nacional e com pagamento na forma e prazo previstos na minuta do respectivo contrato de compra e venda e desde que obedecido o previsto na **Cláusula 7.2.1(e)**;
- (iii) o interessado deverá apresentar comprovantes de existência e regularidade, devidamente emitidos pelos órgãos responsáveis pelo registro de constituição do interessado;
- (iv) no caso de pessoa jurídica, o interessado deverá apresentar cópia de contrato social ou estatuto social e, no caso de sociedade por ações, cópia dos livros societários que indiquem as pessoas físicas ou jurídicas titulares das ações, ou, no caso de companhias abertas, o extrato de posição acionária atualizado;
- (v) o interessado deverá apresentar declaração de referência bancária de pelo menos 2 (duas) instituições financeiras de primeira linha atestando a sua capacidade econômica, financeira e patrimonial para participar do respectivo Procedimento Competitivo;
- (vi) o interessado deverá apresentar prova de que possui disponibilidade de recursos ou meios suficientes para fazer frente ao





pagamento do preço mínimo da respectiva UPI Definida a ser eventualmente definido pelo Grupo Americanas, podendo tal prova ser feita, por exemplo, mediante apresentação de carta de crédito irrevogável de instituição financeira registrada no Banco Central do Brasil; e

(vii) o interessado deverá, obrigatoriamente, concordar expressamente com os termos e condições deste Plano e do respectivo Edital, sem quaisquer ressalvas.

7.2.2.4. Propostas Vinculantes. O Grupo Americanas, seja diretamente ou por meio de seus assessores financeiros, deverá, anteriormente à publicação de um Edital e/ou realização do correspondente Procedimento Competitivo, prospectar e/ou interagir com eventuais interessados na aquisição de determinada UPI Definida com o objetivo de receber uma ou mais propostas vinculantes, irrevogáveis e irretratáveis para a aquisição da referida UPI Definida, as quais poderão ser utilizadas pelo Grupo Americanas como base para fixação do correspondente preço mínimo (em cada caso, uma “Proposta Vinculante”). As Propostas Vinculantes recebidas e aceitas pelo Grupo Americanas deverão ser disponibilizadas no âmbito dos respectivos Editais por ocasião do início do respectivo Procedimento Competitivo. O interessado que preencher todos os Requisitos Mínimos de Qualificação e cuja Proposta Vinculante tenha sido formalmente aceita pelo Grupo Americanas nos termos deste Plano poderá, no âmbito do respectivo Procedimento Competitivo (i) ser dispensado do cumprimento das formalidades relacionadas à confirmação do atendimento dos Requisitos Mínimos de Qualificação; (ii) ser dispensado da obrigação de apresentar proposta fechada para aquisição da UPI Ativos Relevantes objeto de sua Proposta Vinculante; e (iii) receber do Grupo Americanas o direito de cobrir (*right to top*) a oferta de maior valor acima do preço mínimo que vier a ser apresentada durante o Procedimento Competitivo em questão, caso se constate, após a abertura das propostas fechadas, que a Proposta Vinculante apresentada pelo interessado não representa a proposta com maior preço de aquisição da UPI Definida objeto do Procedimento Competitivo (“Direito de Última Oferta”).

7.2.2.5. Proposta Vencedora. Os resultados de cada Procedimento Competitivo serão apurados de forma independente. A proposta a ser considerada vencedora em cada Procedimento Competitivo será aquela





que apresentar o maior preço de aquisição da UPI Definida objeto do Procedimento Competitivo em questão e, quando aplicável, desde que acima do respectivo preço mínimo a ser eventualmente definido pelo Grupo Americanas, observado o Direito de Última Oferta eventualmente conferido a qualquer interessado cuja Proposta Vinculante tenha sido formalmente aceita pelo Grupo Americanas (em cada caso, uma “Proposta Vencedora”).

7.2.2.6. Contrato de Compra e Venda. O proponente de uma Proposta Vencedora deverá celebrar com o Grupo Americanas um contrato de compra e venda para a aquisição das ações da SPE relacionada à UPI Definida que tiver adquirido no respectivo Procedimento Competitivo em termos usualmente adotados para operações dessa natureza. Cada contrato de compra e venda deverá ser celebrado substancialmente na forma da minuta que constar do Edital da respectiva UPI Definida.

7.2.2.7. Ausência de Sucessão. As UPIs Definidas serão alienadas livres e desembaraçadas de quaisquer ônus ou gravames, não havendo sucessão do(s) adquirente(s) de qualquer das UPIs por quaisquer dívidas e/ou obrigações das Recuperandas, inclusive, mas não se limitando àquelas de natureza fiscal, tributárias e não tributárias, regulatória, administrativa, cível, comercial, ambiental, trabalhista, penal, anticorrupção, responsabilidades decorrentes da Lei nº 12.846/2013 e previdenciária, na forma dos arts. 60, parágrafo único, 141, inciso II e 142 da LRF e do art. 133, §1º, inciso II da Lei nº 5.172/1966.

7.2.2.8. Preservação das Alienações de UPIs. Fica assegurada, nos termos dos arts. 74 e 131 da LRF, a preservação, em qualquer hipótese, de todo e qualquer ato de alienação em relação à alienação das UPIs Definidas, desde que praticados em conformidade com as disposições deste Plano.

7.2.2.9. Insucesso na Alienação de UPIs. Caso, com relação a uma determinada UPI Definida, após a realização do primeiro Procedimento Competitivo, (i) não tenha sido apresentada nenhuma proposta para aquisição da UPI Definida antes ou durante o respectivo Procedimento Competitivo; (ii) nenhuma proposta apresentada para a aquisição da UPI Definida tenha sido declarada uma Proposta Vencedora no respectivo Procedimento Competitivo; ou (iii) após a definição da Proposta Vencedora, por qualquer motivo, não seja celebrado o respectivo contrato





de compra e venda, nos termos da **Cláusula 7.2.2.6**, ou não seja concluída a transferência da respectiva UPI Definida para o proponente que apresentou a Proposta Vencedora, as Recuperandas poderão, a seu exclusivo critério, realizar um ou mais Procedimentos Competitivos adicionais para alienação da respectiva UPI Definida até o encerramento da Recuperação Judicial, em qualquer modalidade prevista no art. 142 da LRF, inclusive na modalidade de leilão eletrônico, *desde que* observados todos os demais termos e condições constantes deste Plano e do respectivo Edital.

7.3. *Cash Sweep.* Observado o disposto na **Cláusula 7.3.5** abaixo, as Recuperandas, exceto na hipótese do item (iv) abaixo, destinarão ao agente fiduciário das Debêntures Americanas no prazo de até 3 (três) Dias Úteis contados do recebimento dos respectivos recursos: (i) a totalidade do Valor Excedente Aumento de Capital Reestruturação, conforme previsto na **Cláusula 5.1.5.1**; (ii) a totalidade do Excedente Recursos Recompra; (iii) eventual saldo dos Recursos Destinados à Recompra, conforme previsto na **Cláusula 6.2.6.7**; bem como (iv) nos termos e condições previstos nas **Cláusulas 7.3.1, 7.3.2, 7.3.3, 7.3.4 e 7.3.5** abaixo, a Receita Líquida de Eventos de Liquidez resultante da alienação da totalidade ou de parte das UPIs Definidas, incluindo a remuneração de quaisquer recursos depositados na Conta de Pagamentos M&A e, em todo caso, em montante equivalente a pelo menos os valores depositados pelo adquirente na Conta de Pagamento M&A (sendo os valores indicados no item (iv) referidos como “*Valor Cash Sweep*”), no montante necessário para o resgate antecipado da totalidade ou a amortização extraordinária das Debêntures Americanas emitidas e em circulação, observado, em qualquer caso, (a) a prioridade para resgate antecipado ou amortização extraordinária, de forma *pro rata*, das Debêntures Americanas da Série Prioritária em Real e da Série Prioritária em Dólar, conforme previsto nas **Cláusulas 6.2.6.3.2(i) e 6.2.6.3.4(i)**, e posteriormente para o resgate antecipado ou amortização extraordinária, de forma *pro rata*, das Debêntures Americanas da Série Simples em Real e da Série Simples em Dólar, conforme previsto na **Cláusula 6.2.6.3.1(h) e 6.2.6.3.3(h)**; bem como (b) o limite do valor total das Debêntures Americanas. Para fins de clareza, (a) os valores previstos nos itens (i), (ii) e (iii) desta **Cláusula 7.3** deverão sempre ser utilizados de forma prioritária aos recursos relativos ao Valor *Cash Sweep*; e (b) eventuais valores previstos nos itens (i), (ii) e (iii) desta **Cláusula 7.3** que não sejam transferidos para o agente fiduciário em razão do limite do valor total das Debêntures Americanas já ter sido atingido, tais valores poderão ser utilizados pelas Recuperandas, a seu exclusivo critério, para investimentos em suas atividades.





7.3.1. Receita Líquida de Eventos de Liquidez até R\$1.000.000.000,00. Caso a soma da Receita Líquida de Eventos de Liquidez recebida pelo Grupo Americanas na alienação de um ou mais ativos seja igual ou menor que R\$1.000.000.000,00 (um bilhão de Reais), tais recursos integrarão o Valor *Cash Sweep* e serão depositados pelo adquirente da respectiva UPI Definida, por conta e ordem do Grupo Americanas, na Conta de Pagamentos M&A para destinação na forma da **Cláusula 7.3** acima.

7.3.2. Receita Líquida de Eventos de Liquidez acima de R\$1.000.000.000,00 e até R\$2.000.000.000,00. Caso a soma da Receita Líquida de Eventos de Liquidez recebida pelo Grupo Americanas na alienação de um ou mais ativos seja maior que R\$1.000.000.000,00 (um bilhão de Reais) e menor ou igual a R\$2.000.000.000,00 (dois bilhões de Reais), os recursos disponíveis até R\$1.000.000.000,00 (um bilhão de Reais) integrarão o Valor *Cash Sweep* e serão depositados pelo adquirente da respectiva UPI Definida, por conta e ordem do Grupo Americanas, na Conta de Pagamentos M&A para destinação na forma da **Cláusula 7.3** acima, sendo certo que o valor da Receita Líquida de Eventos de Liquidez excedente até o montante de R\$2.000.000.000,00 (dois bilhões de Reais) não integrará o Valor *Cash Sweep* e, portanto, será depositado pelo adquirente da respectiva UPI Definida em conta das Recuperandas e destinado para investimentos em suas atividades, a seu exclusivo critério.

7.3.3. Receita Líquida de Eventos de Liquidez acima de R\$2.000.000.000,00. Caso a soma da Receita Líquida de Eventos de Liquidez recebida pelo Grupo Americanas na alienação de um ou mais ativos seja maior que R\$2.000.000.000,00 (dois bilhões de Reais), (i) os recursos disponíveis até R\$1.000.000.000,00 (um bilhão de Reais) integrarão o Valor *Cash Sweep* e serão depositados pelo adquirente da respectiva UPI Definida, por conta e ordem do Grupo Americanas, na Conta de Pagamentos M&A para destinação na forma da **Cláusula 7.3** acima; (ii) os recursos que excederem R\$1.000.000.000,00 (um bilhão de Reais) até o limite de R\$2.000.000.000,00 (dois bilhões de Reais) não integrarão o Valor *Cash Sweep* e, portanto, serão depositados pelo adquirente da respectiva UPI Definida em conta das Recuperandas e destinado para investimentos em suas atividades, a seu exclusivo critério; e (iii) o montante da Receita Líquida de Eventos de Liquidez que exceder R\$2.000.000.000,00 (dois bilhões de Reais) integrará o Valor *Cash Sweep* e será depositado pelo adquirente da respectiva UPI Definida, por conta e ordem do Grupo Americanas, na Conta de Pagamentos M&A para destinação na forma da **Cláusula 7.3** acima, observado em qualquer caso, o limite do valor total das Debêntures Americanas.





7.3.4. Na hipótese de existir eventual saldo remanescente do Valor *Cash Sweep* na Conta de Pagamentos M&A após as destinações para o resgate antecipado da totalidade ou a amortização extraordinária das Debêntures Americanas emitidas e em circulação, conforme previsto nas **Cláusulas 7.3.1, 7.3.2 e 7.3.3** acima, tal montante deverá ser depositado pelo agente fiduciário das Debêntures Americanas em conta das Recuperandas, no prazo de até 3 (três) Dias Úteis contados das respectivas destinações, e poderá ser utilizado pelas Recuperandas, a seu exclusivo critério, para investimentos em suas atividades.

7.3.5. Em até 5 (cinco) Dias Úteis anteriores a data de fechamento da alienação de uma UPI Definida (ou da data de qualquer outro pagamento pelo comprador envolvendo Recursos Líquidos de Eventos de Liquidez), as Recuperandas deverão notificar o agente fiduciário das Debêntures Americanas informando (i) o valor total a ser desembolsado pelo comprador; (ii) o valor total dos Valores Custo M&A respectivos, acompanhados dos respectivos comprovantes ou a metodologia de cálculos no caso de tributos; (iii) os Valores de Ajuste de Preço M&A; bem como (iv) o saldo a ser depositado pelo adquirente na Conta de Pagamento M&A. Os recursos relativos ao Valor *Cash Sweep* depositados pelo adquirente da respectiva UPI Definida na Conta de Pagamento M&A serão transferidos pelo agente fiduciário das Debêntures Americanas aos titulares das Debêntures Americanas em até 10 (dez) dias contados da data de fechamento da operação de alienação da respectiva UPI, observados os termos e condições estabelecidos na Escritura de Debêntures, sendo certo que os respectivos Editais de alienação das UPIs Definidas deverão conter expressamente, sob pena de nulidade, esta obrigação de destinação do pagamento do Valor *Cash Sweep*, observado, em qualquer caso, o disposto nas **Cláusulas 7.3.1, 7.3.2 e 7.3.3** acima. Caso, após o fechamento de determinada operação de alienação de uma UPI Definida, seja verificado que o Grupo Americanas faz jus ao recebimento de qualquer Valor Ajuste de Preço M&A e/ou Valor Adicional M&A e as Debêntures Americanas ainda não tenham sido integralmente quitadas, tal montante deverá ser depositado pelo adquirente da respectiva UPI Definida na Conta de Pagamento M&A ou em conta das Recuperandas, conforme aplicável nos termos das **Cláusulas 7.3.1, 7.3.2 e 7.3.3** acima, em até 10 (dez) dias contados da data verificação do respectivo evento, sendo certo que, caso as Debêntures Americanas já tenham sido integralmente quitadas, o referido montante deverá ser depositado integralmente em conta das Recuperandas, também em até 10 (dez) dias contados da data da verificação do respectivo evento.





7.3.6. Obrigações do agente fiduciário. Os Credores Concursais reconhecem e concordam que o Grupo Americanas não será, em nenhuma hipótese, responsabilizado pelo descumprimento de quaisquer obrigações do agente fiduciário previstas nesta **Cláusula 7.3**, sendo certo que eventual descumprimento de obrigações pelo agente fiduciário não importará violação deste Plano, não será interpretado como e não terá efeitos e consequências de um descumprimento do Plano.

7.4. Aumentos de Capital Adicionais. Além do Aumento de Capital Reestruturação, o Grupo Americanas também poderá realizar, caso necessário e sem a necessidade de prévia autorização dos Credores Concursais em Assembleia Geral de Credores, novos aumentos de capital por meio de subscrição pública ou privada, bem como Aumentos de Capital Autorizados, sendo certo que (i) os recursos captados pelas Recuperandas por meio dos referidos aumentos de capital não terão natureza extraconcursal para fins do disposto na LRF, uma vez que não representam obrigações de pagamento; (ii) na hipótese de realização de um aumento de capital da Americanas não previsto neste Plano enquanto a Americanas for listada no segmento do Novo Mercado da B3, o preço de emissão das ações será oportunamente calculado e definido pelas Recuperandas, observados os parâmetros, termos e condições previstos na Lei das Sociedades por Ações, incluindo o disposto no art. 170 da Lei das Sociedades por Ações; e (iii) na hipótese de realização de um aumento de capital da Americanas não previsto neste Plano e a Americanas não estiver listada no segmento do Novo Mercado da B3, a aprovação dos parâmetros, termos e condições do respectivo aumento de capital, incluindo o preço de emissão das novas ações, deverão observar o disposto na Escritura de Debêntures Americanas.

7.4.1. Aumentos de Capital em Subsidiárias. O Grupo Americanas também poderá, caso necessário e sem a necessidade de prévia autorização dos Credores Concursais em Assembleia Geral de Credores, (i) aprovar, subscrever e integralizar aumentos de capital em suas subsidiárias; e/ou (ii) realizar empréstimo via *intercompany* para a transferência de recursos, nos termos e limites do **Anexo 7.4.1**.

7.4.1.1. Sem prejuízo do disposto na **Cláusula 7.4.1** acima, o Grupo Americanas poderá, ainda, aprovar, subscrever e integralizar aumentos de capital em outras subsidiárias para fins de manutenção de caixa e viabilização de operações no curso normal dos negócios, sendo certo que, nestes casos, os valores a serem aportados em suas subsidiárias no





contexto de tais aumentos de capital estarão limitados ao valor anual de R\$ 72.000.000,00 (setenta e dois milhões de Reais) de forma agregada.

7.5. Formas de Financiamentos Adicionais. Além do 2º Financiamento DIP e do Aumento de Capital Reestruturação, o Grupo Americanas também poderá buscar novos recursos, caso necessário, durante a Recuperação Judicial, e sem a necessidade de prévia autorização dos Credores Concursais em Assembleia Geral de Credores, mediante: (i) a implementação de eventuais aumentos de capital por meio de subscrição pública ou privada, incluindo os aumentos de capital previstos neste Plano e Aumentos de Capital Autorizados, mas observado o disposto na **Cláusula 7.4**; e (ii) contratação de novas linhas de crédito, financiamentos de qualquer natureza ou outras formas de captação em condições atrativas para viabilizar a capitalização dos recursos necessários à consecução das atividades do Grupo Americanas, inclusive no mercado de capitais, podendo ser realizadas, entre outras formas, mediante a emissão pública ou privada de ações ou de novos instrumentos de dívida, incluindo dívidas com garantias, observadas as limitações estabelecidas na Escritura de Debêntures Americanas. Eventuais novos recursos captados no mercado de capitais terão natureza extraconcursal para fins do disposto na LRF, salvo se disposto de modo diverso nos instrumentos contratuais e exceto no que diz respeito a eventuais aumentos de capital, uma vez que não representam obrigações de pagamento.

8. REORGANIZAÇÃO SOCIETÁRIA E GOVERNANÇA CORPORATIVA

8.1 Reorganização Societária. As Recuperandas poderão realizar operações de reorganização societária, tais como cisão, fusão, incorporação de uma ou mais sociedades, transformação, dissolução ou liquidação entre as próprias Recuperandas e/ou quaisquer de suas Afiliadas, sempre visando à obtenção de uma estrutura mais eficiente e adequada à implementação das propostas previstas neste Plano, à continuidade de suas atividades, à implementação de seu plano estratégico de negócios e à constituição e organização de UPIs para posterior alienação pelas Recuperandas, ou qualquer outra reorganização societária que venha a ser oportunamente definida pelas Recuperandas, nos termos do art. 50 da LRF, a fim de admitir, inclusive, novos acionistas e/ou novos investidores, desde que observadas eventuais exigências, autorizações ou limitações previstas no Estatuto Social da Americanas ou das demais Recuperandas, conforme aplicável. Com exceção das reorganizações societárias listadas no **Anexo 4.1.6** e aquelas necessárias para a constituição e organização de UPIs para posterior alienação pelas Recuperandas, que poderão ser realizadas independentemente de nova aprovação dos Credores





Concursais, as demais reorganizações societárias dependerão de aprovação dos Credores Concursais, reunidos em Reunião de Credores, na forma da **Cláusula 10**.

8.2 Governança Corporativa. A administração do Grupo Americanas deverá observar, na condução de suas atividades, as melhores práticas de governança corporativa, além de todos os termos, condições e limitações constantes deste Plano e dos demais instrumentos relacionados à Recuperação Judicial. As regras estatutárias do Grupo Americanas deverão ser atualizadas sempre que necessário para observar as melhores práticas de governança previstas em Lei, propostas pelo Instituto Brasileiro de Governança Corporativa, pelas bolsas de valores nas quais os valores mobiliários de emissão do Grupo Americanas sejam negociados ou, ainda, aquelas decorrentes de recomendações da CVM.

8.2.1 Conselho de Administração. De modo a assegurar o efetivo cumprimento do objeto social do Grupo Americanas e das medidas previstas neste Plano e sujeito às aprovações regulamentares aplicáveis, a partir da Data de Homologação, a Companhia manterá um Conselho de Administração composto por um total de 7 (sete) membros. A Americanas deverá convocar a AGE Novo Conselho no prazo de até 10 (dez) dias após a Data de Fechamento – Opção de Reestruturação II para a deliberação sobre a eleição do Novo Conselho de Administração, observado o disposto na Lei das Sociedades por Ações, a ser composto pelos membros titulares identificados no Anexo II do Acordo de Apoio ao Plano, conforme eventualmente aditado de tempos em tempos (“Novo Conselho de Administração”). O Novo Conselho de Administração terá mandato de 2 (dois) anos contados da sua investidura, autorizada a recondução por igual período, observado o disposto na Lei das Sociedades por Ações.

9. RESOLUÇÃO DO PLANO

9.1. Condições Resolutivas. São condições resolutivas do Plano, cuja ocorrência acarretará a resolução automática deste Plano e de suas estipulações, com a consequente manutenção e/ou reconstituição integral dos direitos e garantias dos Credores nas condições originalmente contratadas, como se este Plano não tivesse sido aprovado, nos termos desta **Cláusula 9.1**:

- (i) A não Homologação Judicial do Plano em até 40 (quarenta) dias contados da Aprovação do Plano, observada a suspensão deste prazo durante o período de recesso judicial e férias forenses entre 20 de dezembro de 2023 e 20 de janeiro de 2024, inclusive;





(ii) A concessão de efeito suspensivo a recurso interposto contra a Homologação Judicial do Plano que não seja revertido no prazo de até 45 (quarenta e cinco) Dias Úteis contados da prolação da respectiva decisão;

(iii) A não contratação e efetivo desembolso do 2º Financiamento DIP em até 30 (trinta) dias contados da Data de Homologação;

(iv) A suspensão de efeitos, declaração de invalidade ou ineficácia total ou parcial das **Cláusulas 5.1, 6.2.2, 6.2.6, 6.2.7 e 11.3** (inclusive suas **subcláusulas**) do Plano até a verificação da Data de Fechamento – Opção de Reestruturação II; e

(v) A inocorrência (i) da conclusão do Aumento de Capital Reestruturação; (ii) da emissão das Debêntures Americanas; (iii) dos pagamentos decorrentes do Leilão Reverso, caso aplicáveis; e (iv) da Recompra de Créditos Quirografários, caso aplicável, até a Data de Fechamento – Opção de Reestruturação II.

9.2. Dispensa das Condições Resolutivas. Os Credores Quirografários poderão por meio de termos de adesão ou por deliberação no âmbito da Reunião de Credores convocada para essa finalidade, aprovar a dispensa ou a modificação, total ou parcial, da(s) condição(ões) resolutiva(s) descritas na **Cláusula 9.1** acima, observado que no caso de suspensão de efeitos, decretação de ineficácia total ou parcial da **Cláusula 11.3**, na forma da **Cláusula 9.1(iv)** acima, a eficácia da dispensa ou modificação total ou parcial da condição resolutiva estará sujeita à expressa concordância das Recuperandas.

9.3. Resolução do Plano. Caso resolvido o Plano, caberá à Assembleia Geral de Credores deliberar (i) sobre a aprovação ou modificação do Plano que venha a ser proposto pelas Recuperandas; (ii) pela apresentação de eventual plano de recuperação judicial alternativo a ser apresentado pelos credores, caso determinado Plano (ou aditamento do Plano) proposto pelas Recuperandas não seja aprovado em Assembleia Geral de Credores, na forma do art. 56, §4º, da LRF; ou (iii) pela decretação da falência das Recuperandas pelo Juízo da Recuperação.

9.4. Descumprimento do Plano. A declaração de vencimento antecipado das Debêntures Americanas, na forma da Escritura Debêntures Americanas, durante o período de supervisão judicial estabelecido no art. 61, *caput*, da LFR será considerado um descumprimento deste Plano pelas Recuperandas para todos os fins e efeitos de direito. O descumprimento deste Plano nos termos desta **Cláusula 9.4** não





prejudicará a validade, higidez, eficácia, irrevogabilidade e irreversibilidade e efeitos jurídicos decorrentes de todos os atos praticados no âmbito da Recuperação Judicial, inclusive e especialmente os pagamentos já realizados na forma deste Plano, alienações de ativos, as Quitações e Renúncias aplicáveis às Partes Isentas.

9.5. Aditamento ao Plano. Caso venha a ser deliberada qualquer modificação ou aditamento ao Plano (i) antes da Data de Fechamento – Opção de Reestruturação II, os valores dos créditos a serem contabilizados para fins de votação nos termos do art. 45 da LRF serão os listados na Relação de Credores; e (ii) após a Data de Fechamento – Opção de Reestruturação II, os valores dos créditos a serem contabilizados para fins de votação, nos termos do art. 45 da LRF, seguirão o disposto na **Cláusula 10.4** abaixo.

10. REUNIÃO DE CREDITORES

10.1. Os Credores Quirografários poderão deliberar em Reunião de Credores, quando convocada nos termos deste Plano, sobre a modificação, alteração e/ou dispensa de prazos, obrigações e condições resolutivas previstas neste Plano aplicáveis às Recuperandas, desde que não importe em mudança de condições materiais do Plano ou imputação de obrigação nova não prevista neste Plano.

10.1.1. Substituição da Reunião de Credores. As deliberações das Reuniões de Credores poderão ser substituídas, com idênticos efeitos, pela apresentação dos termos da deliberação contendo: (i) caso a Reunião de Credores ocorra até a Data de Fechamento – Opção de Reestruturação II, as assinaturas (ou termo de adesão) dos Credores Concursais que representem mais da metade do valor dos Créditos Concursais listados na Relação de Credores; e (ii) caso a Reunião de Credores ocorra após a Data de Fechamento – Opção de Reestruturação II, as assinaturas (ou termo de adesão) dos Credores Quirografários que representem mais da metade dos Créditos Quirografários então existentes.

10.1.2. Convocação. A Reunião de Credores será virtual ou híbrida, devendo ser convocada pelas Recuperandas, por iniciativa própria, ou a pedido de Credores Quirografários representando ao menos 25% (vinte e cinco por cento) dos Créditos Quirografários através da publicação do edital de convocação em seu website <https://ri.americanas.io/recuperacao-judicial/>, sem prejuízo do envio de e-mail aos Credores Quirografários, observados os endereços eletrônicos fornecidos às Recuperandas na forma deste Plano. A convocação será feita com, no mínimo, 5 (cinco) dias corridos de antecedência da data da sua realização e 2 (dois) dias corridos para a segunda convocação. A convocação deve conter data, hora, local e ordem do dia.





10.1.2.1. As Reuniões de Credores poderão ser realizadas virtualmente por meio de plataforma digital tais como a *clickmeeting*, Teams, Zoom, dentre outras, devendo ser assegurado o direito de voz e voto para todos os Credores Quirografários participantes na respectiva Reunião de Credores, aplicando-se, *mutatis mutandis*, integralmente as regras para a Reunião de Credores previstas nesta **Cláusula 10.1** e **subcláusulas**.

10.2. Quórum de Instalação. A Reunião de Credores instalar-se-á: (1) em primeira convocação: (i) caso a Reunião de Credores ocorra até a Data de Fechamento – Opção de Reestruturação II do Plano, com a presença de Credores Concursais titulares de mais de 50% (cinquenta por cento) do valor total dos Créditos Concursais listados na Relação de Credores ou de seus respectivos procuradores indicados nos termos da **Cláusula 10.2.1** abaixo; e (ii) caso a Reunião de Credores ocorra após a Data de Fechamento – Opção de Reestruturação II, com a presença de Credores Quirografários titulares de mais de 50% (cinquenta por cento) dos Créditos Quirografários então existentes; ou (2) em segunda convocação, sem quórum mínimo necessário. A Reunião de Credores será presidida e secretariada por Pessoas eleitas por Credores Quirografários titulares de mais de 50% (cinquenta por cento) dos Créditos Quirografários dos Credores Quirografários presentes na Reunião de Credores.

10.2.1. Representação dos Credores. Em até 2 (dois) dias de antecedência à data prevista para a realização de determinada Reunião de Credores, os Credores deverão enviar comunicado ao Grupo Americanas, nos termos da **Cláusula 12.10** do Plano para indicar o(s) procurador(es) habilitados a representá-los nas Reuniões de Credores que vierem a ser convocadas nos termos do Plano, com os seguintes dados: (i) qualificação completa; (ii) telefone; (iii) endereço eletrônico (*email*); e (iv) endereço.

10.3. Participação. Até a Data de Homologação do Plano, fica autorizada a participação de qualquer Credor Concursal ou por procurador constituído e informado às Recuperandas nos termos da **Cláusula 10.2.1** acima. Após a Data de Homologação do Plano, fica autorizada a participação de qualquer Credor Quirografário ou por procurador constituído e informado às Recuperandas nos termos da **Cláusula 10.2.1** acima.

10.4. Quórum de Aprovação. As deliberações da Reunião de Credores serão tomadas pelos Credores reunidos que representem a maioria simples dos Créditos





presentes, ou seja, mais de 50% (cinquenta por cento) do valor total dos Créditos presentes na Reunião de Credores, conforme **Cláusula 10.2** acima.

10.5. Atas. As atas serão lavradas pela Administração Judicial, ou seu representante ou procurador, as quais deverão ser protocoladas, no prazo de 48 (quarenta e oito) horas após a Reunião de Credores, nos autos da Recuperação Judicial, enquanto aplicável.

10.6. Serão aplicadas as regras previstas na LRF para instalação e deliberação de AGC à Reunião de Credores, por analogia, naquilo que não estiver expressamente disposto nesta **Cláusula 10**.

11. EFEITOS DO PLANO

11.1. Vinculação do Plano. As disposições do Plano vinculam o Grupo Americanas e seus Credores Concurais, os seus respectivos cessionários e sucessores, a partir da Homologação Judicial do Plano. O Grupo Americanas se obriga a tomar as medidas razoavelmente necessárias para assegurar o cumprimento integral e tempestivo deste Plano e das obrigações contidas no Acordo de Apoio ao Plano.

11.2. Novação. Observada a Condição Resolutiva deste Plano, nos termos da **Cláusula 9.1** acima, com a Homologação Judicial do Plano, o Plano implicará a novação dos Créditos Concurais, conforme o disposto no art. 59 da LRF, que serão pagos nos termos deste Plano. Por força da novação decorrente da Homologação Judicial do Plano, todos os termos, condições, *covenants*, índices financeiros, hipóteses de vencimento antecipado, restrições, dentre outros, e todas as obrigações e garantias de qualquer natureza relativas aos Créditos Concurais contratadas e/ou prestadas pelas Recuperandas serão extintas e deixarão de ser aplicáveis às Recuperandas, sendo substituídas, em todos os seus termos (exceto se e quando disposto de forma diversa neste Plano), pelas previsões deste Plano. Dessa forma, a novação decorrente da Homologação Judicial do Plano implicará a extinção e o respectivo cancelamento e/ou a rescisão, conforme o caso, de todas e quaisquer obrigações financeiras sujeitas à Recuperação Judicial decorrentes de títulos e valores mobiliários, contratos financeiros, bem como de qualquer outro instrumento financeiro pago nos termos deste Plano.

11.3. Compromisso de Não Litigar, Quitação e Renúncia. Em contrapartida e como condição essencial e indispensável aos compromissos assumidos pelas Partes Isentas para viabilizar a implementação e a execução deste Plano (incluindo, mas não se limitando, as obrigações de subscrever o Aumento de Capital Reestruturação e de





aportar recursos na Companhia nos termos dos Financiamentos DIP), bem como em contrapartida às concessões propostas pelo Grupo Americanas e Credores Isentos no âmbito das Demandas, todos para viabilizar a implementação e a execução deste Plano, as Partes Isentas, por operação e força deste Plano, obrigam-se de forma recíproca, individual e não solidária, em caráter irrevogável e irretratável, ressalvado o disposto na **Cláusula 9**, observadas as Exclusões do Compromisso de Não Litigar, Quitação e Renúncia, a (i) suspender ou fazer com que sejam suspensas (ainda que a suspensão acarrete extinção sem julgamento de mérito) todas as Demandas em curso entre as Partes Isentas desde a Aprovação do Plano (exceto se tal compromisso tiver sido assumido em momento anterior) e até a ocorrência de cada Evento de Quitação aplicável a cada Parte Isenta ou até a Resolução do Plano, nos termos da **Cláusula 9** e se abster de iniciar novas Demandas contra qualquer Parte Isenta (“Período de Suspensão de Demandas”); e (ii) outorgar as quitações e renúncias conforme previsto na **Cláusula 11.3.5** abaixo, direta, imediata e automaticamente, a partir da ocorrência de cada Evento de Quitação, *ipso facto*, sem necessidade de prática de qualquer ato adicional (ressalvado, nos casos dos Administradores Isentos, dos Acionistas de Referência e/ou suas respectivas Afiliadas, dos Acionistas dos ARs e/ou suas respectivas Afiliadas, desde que tenham individual e expressamente aderido e assinado o respectivo Termo de Compromisso de Não Litigar, Quitação e Renúncia, até a Data Limite de Assinatura do Termo de Compromisso de Não Litigar, Quitação e Renúncia), sem prejuízo do disposto na **Cláusula 11.3.8** abaixo (“Compromisso de Não Litigar, Quitação e Renúncia”).

11.3.1. As obrigações previstas na **Cláusula 11.3** e suas **subcláusulas** consideram-se assumidas, em caráter irrevogável e irretratável, ressalvado o disposto na **Cláusula 9** e as Exclusões do Compromisso de Não Litigar, Quitação e Renúncia, (a) pelas Recuperandas e suas Afiliadas, pelos Acionistas de Referência e suas Afiliadas, pelos Acionistas dos ARs e suas Afiliadas e pelos Credores Isentos signatários do Acordo de Apoio ao Plano, exclusivamente perante os signatários ou aderentes ao Acordo de Apoio ao Plano, desde a respectiva assinatura ou adesão ao Acordo de Apoio ao Plano, conforme aplicável; (b) pelas Recuperandas e suas Afiliadas, com relação às demais Partes Isentas, no momento em que se tornarem uma Parte Isenta nos termos deste Plano; (c) pelos Administradores Isentos, pelos Acionistas de Referência e suas Afiliadas, pelos Acionistas dos ARs e suas Afiliadas, com relação às demais Partes Isentas, no ato de assinatura dos respectivos Termos de Compromisso de Não Litigar, Quitação e Renúncia; e (d) pelos Credores Isentos não signatários ou não aderentes ao Acordo de Apoio ao Plano, no ato (d.1) da Habilitação do Credor Quirografário para Participação em Leilão Reverso conforme previsto na **Cláusula 6.2.2.4**; ou, em caso de não participação do Credor Quirografário





no Leilão Reverso, (d.2) no ato de assinatura dos termos de adesão previstos nos **Anexos 6.2.3, 6.2.4.1, 6.2.6, 6.2.7.1, 6.2.8, 6.2.9.2 e 6.2.10.1**, observando-se, em qualquer caso, o caráter recíproco, individual e não solidário das obrigações assumidas pelas Partes Isentas. Para fins de clareza, o descumprimento das obrigações assumidas no Compromisso de Não Litigar, Quitação e Renúncia por qualquer das Partes Isentas não prejudica as demais Partes Isentas, que continuam adstritas e vinculadas ao respectivo Compromisso de Não Litigar, Quitação e Renúncia, salvo em relação a Parte Isenta que tiver descumprido ou inadimplente com suas obrigações.

11.3.2. As Partes Isentas acordam e estabelecem, com fundamento no disposto no art. 6º, I da LRF, que durante o Período de Suspensão das Demandas haverá a suspensão do prazo prescricional dos respectivos direitos das Partes Isentas.

11.3.3. Exclusões do Compromisso de Não Litigar, Quitação e Renúncia.

Estão excluídas e não são abrangidas pelo Compromisso de Não Litigar, Quitação e Renúncia ("Exclusões do Compromisso de Não Litigar, Quitação e Renúncia") as: (a) Demandas não relacionadas direta ou indiretamente aos atos, fatos e circunstâncias divulgados nos Fatos Relevantes, promovidas por uma Parte Isenta contra outra Parte Isenta, a qualquer título, desde que tais Demandas não sejam relacionadas a Créditos reestruturados ou passíveis de reestruturação na forma deste Plano, as quais, para fins de clareza, estão compreendidas pelo Compromisso de Não Litigar; (b) Demandas ajuizadas contra uma Afiliada das Recuperandas e que não seja Recuperanda, ainda que qualquer das Recuperandas seja coobrigada pelo pagamento do crédito respectivo; (c) Demandas promovidas por Credores contra as Recuperandas em conexão a negócios jurídicos celebrados após a Data do Pedido; (d) o exercício por qualquer Parte Isenta do seu direito a ampla defesa e contraditório em Demandas de Terceiro (para fins de clareza, não se inclui no conceito de ampla defesa e/ou contraditório a propositura de denúncia da lide, chamamento ao processo ou qualquer outra espécie de intervenção de terceiros entre uma Parte Isenta e outra no âmbito de uma Demanda de Terceiro, sendo tais procedimentos, incidentes ou questões incidentais cobertos pelo Compromisso de Não Litigar e, portanto, não permitidos); (e) o cumprimento por qualquer Parte Isenta de ordens judiciais e/ou administrativas emanadas pelas autoridades competentes nas Demandas de Terceiro, na forma da lei; (f) exclusivamente para os Credores Fornecedores, Credores Fornecedores Colaboradores e Credores Fornecedores de Tecnologia, as impugnações de crédito relacionadas a valor de Créditos; (g) qualquer Demanda promovida por qualquer Parte Isenta para o cumprimento de obrigações previstas no Plano e nos demais instrumentos relacionados ao Plano, incluindo a Escritura de





Debêntures Americanas e o Acordo de Apoio ao Plano, observados os termos dos respectivos instrumentos; (h) qualquer Demanda promovida ou que venha a ser promovida por qualquer Parte Isenta contra os Administradores Não Isentos, inclusive a ação de responsabilidade civil para reparação de prejuízos causados ao patrimônio da respectiva Parte Isenta, nos termos da legislação aplicável; (i) qualquer Demanda que venha a ser promovida pelo Grupo Americanas contra seus administradores, ex-administradores ou funcionários pela responsabilidade quanto aos atos, fatos e circunstâncias divulgados nos Fatos Relevantes, independentemente de serem considerados, para fins deste Plano, Administradores Isentos ou Administradores Não Isentos, inclusive a ação de responsabilidade civil para reparação de prejuízos causados ao patrimônio das Recuperandas; e (j) qualquer Demanda exclusivamente entre Credores Isentos, nos termos da **Cláusula 11.3.4.1**.

11.3.4. As Partes Isentas concordam, estabelecem e obrigam-se, em caráter irrevogável e irretratável, (a) que a assunção do Compromisso de Não Litigar, Quitação e Renúncia por qualquer Parte Isenta não a impede de colaborar com as autoridades governamentais responsáveis pela apuração dos atos, fatos e circunstâncias divulgados nos Fatos Relevantes, a seu critério; e (b) a cooperar entre si para viabilizar o pleno exercício do direito de defesa em Demandas de Terceiros, mediante esforços comercialmente razoáveis para a produção de documentos e informações úteis ou necessárias solicitadas pela outra Parte Isenta.

11.3.4.1. Sem prejuízo do quanto disposto na **Cláusula 11.3 e subcláusulas**, ao optar por ter seus Créditos reestruturados nos termos das **Cláusulas 6.2.2, 6.2.3, 6.2.4, 6.2.6, 6.2.7, 6.2.8, 6.2.9 e 6.2.10**, o respectivo Credor obriga-se em caráter irrevogável e irretratável a não promover, direta ou indiretamente, qualquer Demanda contra qualquer outro Credor Isento, incluindo suas Afiliadas, que também tenha assumido o Compromisso de Não Litigar, Quitação e Renúncia com relação aos atos, fatos e circunstâncias divulgados nos Fatos Relevantes e a eventual origem, formalização e/ou aquisição de seu Crédito contra as Recuperandas, excetuada qualquer Demanda exclusivamente entre qualquer dos coordenadores e/ou instituições intermediárias (independentemente de serem Credores Isentos) para divisão de responsabilidade decorrente ou relacionada a ofertas de distribuição de títulos e valores mobiliários de emissão de qualquer das Recuperandas ou suas Afiliadas, realizadas no Brasil ou no exterior, incluindo, porém não se limitando a *initial purchasers, book running managers e agentes*.





11.3.5. Quitações e Renúncias. Observadas as Exclusões do Compromisso de Não Litigar, Quitação e Renúncia, a ocorrência do(s) Evento(s) de Quitação abaixo especificados implicará, direta, imediata e automaticamente, *ipso facto*, sem necessidade de prática de qualquer ato adicional, a renúncia e a outorga, por todas as Partes Isentas (em nome próprio e de suas Afiliadas, seus sucessores, cessionários, agentes, prepostos, consultores, assessores e representantes, a qualquer título) envolvidas em cada Evento de Quitação, de quitação plena, ampla, integral, absoluta, incondicional, irrevogável e irretratável, em favor das demais Partes Isentas, conforme o caso, com relação aos seus respectivos Créditos reestruturados por meio deste Plano e Demandas, bem como a quaisquer pretensões, interesses, obrigações, direitos, ações, indenizações, causas de pedir, recursos e responsabilidades de qualquer natureza, sejam eles conhecidos ou desconhecidos, liquidados ou não liquidados, materializados ou contingentes, vencidos ou vincendos, oriundos de qualquer instrumento e/ou qualquer legislação aplicável no Brasil e/ou em qualquer outra jurisdição (incluindo a legislação do mercado de valores mobiliários – *securities law*), decorrentes, direta ou indiretamente, dos atos, fatos e circunstâncias divulgados nos Fatos Relevantes, assim como dos respectivos Créditos e das emissões de títulos pelas Recuperandas no mercado financeiro e de capitais no Brasil ou exterior (“Quitações e Renúncias”). Para que não restem dúvidas, a quitação das obrigações previstas na Escritura de Debêntures Americanas se dará somente com o seu pagamento.

(i) Evento de Quitação I – Integralização do Aumento de Capital Reestruturação pelos Acionistas de Referência e Acionistas dos ARs: Automaticamente, na mesma Data de Fechamento – Opção Reestruturação II, mediante o depósito, pelos Acionistas de Referência, pelos Acionistas dos ARs e/ou por quaisquer de suas Afiliadas, da parcela em moeda corrente do país do Montante do Aumento ARs na Conta de Integralização do Aumento de Capital Reestruturação, os Acionistas de Referência (e suas Afiliadas) e os Acionistas dos ARs (e suas Afiliadas), de um lado, e as demais Partes Isentas, de outro, terão por outorgadas, de modo recíproco e voluntário, as Quitações e Renúncias previstas na **Cláusula 11.3.5** acima (“Evento de Quitação I”), salvo se acordado de modo diverso entre as Recuperandas, os Acionistas de Referência, os Acionistas dos ARs e suas respectivas Afiliadas e os Credores Isentos. Para fins de clareza, as Recuperandas não estão abrangidas no conceito de Afiliadas dos Acionistas de Referência e/ou dos Acionistas dos ARs, e terão por outorgadas as Quitações e Renúncias na forma prevista nos demais Eventos de Quitação abaixo;





(ii) Evento de Quitação II – Leilão Reverso: Automaticamente após ocorrido o Aumento de Capital Reestruturação e tendo sido cumprido o disposto na **Cláusula 6.2.2.6**:

- a. Credores Quirografários Opção I: Os Credores Quirografários Opção I que (i) optarem por participar do Leilão Reverso nos termos da **Cláusula 6.2.2** e suas **subcláusulas** e (ii) tiverem parte ou a integralidade de seus respectivos Créditos Quirografários pagos pelas Recuperandas após aplicação do desconto ofertado por tais Credores Quirografários Opção I no contexto do Leilão Reverso, de um lado, e as demais Partes Isentas, de outro (exceto os Acionistas de Referência e suas Afiliadas, e os Acionistas dos ARs e suas Afiliadas, cujas Renúncias e Quitações serão outorgadas no Evento de Quitação I), terão por outorgadas, de modo recíproco e voluntário, as Quitações e Renúncias previstas na **Cláusula 11.3.5** acima;
- b. Credores Quirografários – Modalidade de Pagamento Geral: Os Credores Quirografários – Modalidade de Pagamento Geral que (i) optarem por participar do Leilão Reverso nos termos da **Cláusula 6.2.2** e suas **subcláusulas** e (ii) tiverem parte ou a integralidade de seus respectivos Créditos Quirografários pagos pelas Recuperandas após aplicação do desconto ofertado por tais Credores no contexto do Leilão Reverso, de um lado, e as demais Partes Isentas, de outro (exceto os Acionistas de Referência e suas Afiliadas, e os Acionistas dos ARs e suas Afiliadas, cujas Renúncias e Quitações serão outorgadas no Evento de Quitação I), terão por outorgadas, de modo recíproco e voluntário, as Quitações e Renúncias previstas na **Cláusula 11.3.5** acima;
- c. Demais Credores Quirografários: Os demais Credores Quirografários que (i) optarem por participar do Leilão Reverso nos termos da **Cláusula 6.2.2** e suas **subcláusulas** e (ii) tiverem a integralidade de seus respectivos Créditos Quirografários pagos pelas Recuperandas após aplicação do desconto ofertado por tais Credores no contexto do Leilão Reverso, de um lado, e as demais Partes Isentas, de outro (exceto os Acionistas de Referência e suas Afiliadas, e os Acionistas dos ARs e suas





Afiliadas, cujas Renúncias e Quitações serão outorgadas no Evento de Quitação I), terão por outorgadas, de modo recíproco e voluntário, as Quitações e Renúncias previstas na **Cláusula 11.3.5** acima; e

- d. Para fins de clareza, as Quitações e Renúncias previstas nos itens “a”, “b” e “c” acima serão consideradas um “Evento de Quitação II” e, caso determinado Credor Quirografário (exceto os Credores Quirografários Opção I e os Credores Quirografários – Modalidade de Pagamento Geral) seja considerado vencedor do Leilão Reverso e receba o pagamento de parte (mas não a integralidade) de seu respectivo Crédito Quirografário após aplicação do desconto ofertado por tal Credor no contexto do Leilão Reverso, nos termos da **Cláusula 6.2.2.6**, a parcela remanescente do Crédito Quirografário de tal Credor será reestruturada nos moldes da Opção de Reestruturação por ele escolhida nos termos do Plano e tal Credor estará sujeito ao Evento de Quitação aplicável ao pagamento da parcela remanescente do seu Crédito Quirografário, conforme previsto nos itens (ii), (iii) ou (iv) abaixo, exceto (a) com relação ao Credor Quirografário Opção I, o qual estará sujeito ao Evento de Quitação previsto no item “a” acima; e (b) com relação ao Credor Quirografário – Modalidade de Pagamento Geral, o qual estará sujeito ao Evento de Quitação previsto no item “b” acima.

(iii) Evento de Quitação III - Opção de Reestruturação II: Automaticamente após a verificação cumulativa (i) do Aumento de Capital Reestruturação nos termos da **Cláusula 5.1**; (ii) da emissão das Debêntures Americanas nos termos da **Cláusula 6.2.6.3**; (iii) do efetivo recebimento pelos Credores Quirografários Opção II dos pagamentos decorrentes (a) do Leilão Reverso nos termos da **Cláusula 6.2.2**; e (b) da Recompra de Créditos Quirografários nos termos da **Cláusula 6.2.6.4**, em todos os casos livres e desembaraçados de quaisquer questionamentos, ônus ou constringências, os Credores Quirografários Opção II, de um lado, e as demais Partes Isentas, de outro (exceto os Acionistas de Referência e suas Afiliadas, e os Acionistas dos ARs e suas Afiliadas, cujas Renúncias e Quitações serão outorgadas no Evento de Quitação I), terão por outorgadas, de modo recíproco e voluntário, as Quitações e Renúncias previstas na **Cláusula 11.3.5** acima (“Evento de Quitação III”).





(iv) Evento de Quitação IV – Credores Financeiros Litigantes Com Valores Retidos ou Compensados: Automaticamente após a verificação cumulativa (i) do Aumento de Capital Reestruturação nos termos da **Cláusula 5.1**; (ii) da emissão das Debêntures Americanas nos termos da **Cláusula 6.2.6.3**; (iii) do efetivo recebimento pelos Credores Quirografários Opção II dos pagamentos decorrentes (a) do Leilão Reverso nos termos da **Cláusula 6.2.2**; e (b) da Recompra de Créditos Quirografários nos termos da **Cláusula 6.2.6.4**; e, quando aplicável (iv) da celebração dos instrumentos relativos à Linha de Crédito, nos termos da **Cláusula 6.2.7.2**, os Credores que optarem pela Opção de Reestruturação Credores Financeiros Litigantes Com Valores Retidos ou Compensados, de um lado, e as demais Partes Isentas, de outro (exceto os Acionistas de Referência e suas Afiliadas, e os Acionistas dos ARs e suas Afiliadas, cujas Renúncias e Quitações serão outorgadas no Evento de Quitação I), terão por outorgadas, de modo recíproco e voluntário, as Quitações e Renúncias previstas na **Cláusula 11.3.5** acima (“Evento de Quitação IV”).

(v) Evento de Quitação V – Credores Fornecedores Colaboradores: Automaticamente após o recebimento do respectivo pagamento previsto na **Cláusula 6.2.9**, os Credores que optarem por ter seus respectivos Créditos Quirografários reestruturados nos termos da Opção Credores Fornecedores Colaboradores, de um lado, e as demais Partes Isentas, de outro (exceto os Acionistas de Referência e suas Afiliadas, e os Acionistas dos ARs e suas Afiliadas, cujas Renúncias e Quitações serão outorgadas no Evento de Quitação I), terão por outorgadas, de modo recíproco e voluntário, as Quitações e Renúncias previstas na **Cláusula 11.3.5** acima (“Evento de Quitação V”).

(vi) Evento de Quitação VI – Credores Fornecedores: Automaticamente após o recebimento da primeira parcela do pagamento previsto na **Cláusula 6.2.8**, os respectivos Credores Fornecedores, de um lado, e as demais Partes Isentas, de outro (exceto os Acionistas de Referência e suas Afiliadas, e os Acionistas dos ARs e suas Afiliadas, cujas Renúncias e Quitações serão outorgadas no Evento de Quitação I), terão por outorgadas, de modo recíproco e voluntário, as Quitações e Renúncias previstas na **Cláusula 11.3.5** acima (“Evento de Quitação VI”).

(vii) Evento de Quitação VII – Credores Fornecedores de Tecnologia: Automaticamente após o recebimento do respectivo pagamento previsto





na **Cláusula 6.2.10**, os Credores que optarem por ter seus respectivos Créditos Quirografários reestruturados nos termos da Opção Credores Fornecedores de Tecnologia, de um lado, e as demais Partes Isentas (exceto os Acionistas de Referência e suas Afiliadas, e os Acionistas dos ARs e suas Afiliadas, cujas Renúncias e Quitações serão outorgadas no Evento de Quitação I), de outro, terão por outorgadas, de modo recíproco e voluntário, as Quitações e Renúncias previstas na **Cláusula 11.3.5** acima ("Evento de Quitação VII").

(viii) Evento de Quitação de Quitação VIII – Administradores Isentos: Automaticamente após a assinatura e envio para as Recuperandas do respectivo Termo de Compromisso de Não Litigar, Quitação e Renúncia, (a) os Administradores Isentos, de um lado, e as demais Partes Isentas (com exceção das Recuperandas), de outro (exceto os Acionistas de Referência e suas Afiliadas, e os Acionistas dos ARs e suas Afiliadas, cujas Renúncias e Quitações serão outorgadas no Evento de Quitação I), terão por outorgadas, de modo recíproco e voluntário, as Quitações e Renúncias previstas na **Cláusula 11.3.5** acima; e (b) os Administradores Isentos terão por outorgadas às Recuperadas, de modo voluntário, as Quitações e Renúncias previstas na **Cláusula 11.3.5** acima ("Evento de Quitação VIII").

(ix) Evento de Quitação IX – Credores com Créditos Quirografários até R\$ 12.000,00: Automaticamente após o recebimento da primeira parcela do pagamento previsto na **Cláusula 6.2.3**, os respectivos Credores com Créditos Quirografários até R\$ 12.000,00, de um lado, e as demais Partes Isentas, de outro, terão por outorgadas, de modo recíproco e voluntário, as Quitações e Renúncias previstas na **Cláusula 11.3.5** acima ("Evento de Quitação IX").

(x) Evento de Quitação X – Credores com Créditos Quirografários acima de R\$ 12.000,00: Automaticamente após o recebimento do respectivo pagamento previsto na **Cláusula 6.2.4**, os Credores que optarem por ter seus respectivos Créditos Quirografários reestruturados nos termos da Opção Credores com Créditos Quirografários acima de R\$ 12.000,00, de um lado, e as demais Partes Isentas, de outro, terão por outorgadas, de modo recíproco e voluntário, as Quitações e Renúncias previstas na **Cláusula 11.3.5** acima ("Evento de Quitação X").

11.3.6. Extinção das Demandas. Observado o quanto disposto na **Cláusula 11.3**, os Credores que optarem por terem seus respectivos Créditos





Quirografários reestruturados nos termos das **Cláusulas 6.2.2, 6.2.3, 6.2.4, 6.2.6, 6.2.7, 6.2.8, 6.2.9 e 6.2.10**, conforme aplicável, obrigam-se, de forma irrevogável e irretratável, a requerer (ou fazer com que seja requerida) a extinção, com resolução do mérito, das Demandas existentes em face de todas as Partes Isentas envolvidas nas respectivas Demandas que estejam em cumprimento com o seu Compromisso de Não Litigar, Quitação e Renúncia, e as Recuperandas e demais Partes Isentas obrigam-se a concordar expressamente com tais pedidos nas respectivas Demandas, em petição conjunta ou manifestação em igual prazo sucessivo, mediante a ocorrência de cada Evento de Quitação, sem ônus para qualquer parte e com renúncia irrevogável ao prazo de recurso, nos termos do art. 487, III, “b” do Código de Processo Civil Brasileiro, nos seguintes prazos, salvo se estabelecido de forma diversa entre as Partes Isentas no âmbito do Acordo de Apoio ao Plano:

- a. Para a Integralização do Aumento de Capital Reestruturação pelos Acionistas de Referência e Acionistas dos ARs: em até 5 (cinco) dias do Evento de Quitação I;
- b. Para o Leilão Reverso: em até 5 (cinco) dias do Evento de Quitação II;
- c. Para a Opção de Reestruturação II: em até 5 (cinco) dias do Evento de Quitação III;
- d. Para os Credores Financeiros Litigantes Com Valores Retidos ou Compensados: em até 5 (cinco) dias do Evento de Quitação IV;
- e. Para os Credores Fornecedores Colaboradores: em até 5 (cinco) dias do Evento de Quitação V;
- f. Para os Credores Fornecedores: em até 5 (cinco) dias do Evento de Quitação VI;
- g. Para os Credores Fornecedores de Tecnologia: em até 5 (cinco) dias do Evento de Quitação VII;
- h. Para os Administradores Isentos: em até 5 (cinco) dias do Evento de Quitação VIII;
- i. Para Credores com Créditos Quirografários até R\$ 12.000,00: em até 5 (cinco) dias do Evento de Quitação IX; e
- j. Para Credores com Créditos Quirografários acima de R\$ 12.000,00: em até 5 (cinco) dias do Evento de Quitação X.

11.3.7. As Partes Isentas envolvidas em quaisquer Demandas extintas nos termos da **Cláusula 11.3.6**, salvo se disposto de modo diverso na respectiva transação, concordam, estabelecem e obrigam-se de forma irrevogável e irretratável, a (i) arcar com o pagamento das custas judiciais ou administrativas





pendentes de pagamento decorrentes ou porventura necessárias para a suspensão ou extinção de Demandas em decorrência dos Eventos de Quitação, conforme aplicável, inclusive habilitações e impugnações de crédito, conforme venha a ser determinado pelo Juízo competente; e (ii) arcar integral e unicamente com o pagamento de honorários contratuais e/ou de sucumbência devidos ou fixados em favor do(s) respectivo(s) advogado(s) constituído(s) pela Parte Isenta para o patrocínio da Demanda, nos casos de extinção das demandas, a qualquer título, seja em decorrência dos pedidos de suspensão ou dos pedidos de extinção, inclusive em sede de habilitações e impugnações de crédito, obrigando-se cada Parte Isenta a envidar os melhores esforços para obter de seus respectivos advogados a renúncia ao direito a honorários de sucumbência; obrigando-se em qualquer caso a manterem-se reciprocamente indenados e a reembolsar a outra Parte Isenta, conforme aplicável, pelos valores eventualmente cobrados e efetivamente desembolsados pela respectiva Parte Isenta em relação aos itens (i) e (ii) acima que não eram de sua responsabilidade nos termos desta **Cláusula 11.3.7**, no prazo de até 5 (cinco) dias do recebimento da notificação encaminhada à respectiva Parte Isenta responsável por tais valores informando sobre a cobrança e desembolso ou na data em que a cobrança se tornar devida, o que ocorrer primeiro, acrescidos dos encargos legais. Para fins de clareza, (a) quaisquer custas judiciais ou administrativas e despesas já incorridas por qualquer Parte Isenta serão de responsabilidade da respectiva Parte Isenta e não serão reembolsadas pelas demais Partes Isentas, independentemente do que determinar o Juízo competente; e (b) os valores relativos aos honorários periciais serão sempre de responsabilidade da Parte Isenta requerente ou autora da Demanda e não serão reembolsadas pelas demais Partes Isentas.

11.3.8. As Recuperandas e suas Afiliadas reconhecem e declaram, individualmente, de forma irretratável e irrevogável, que os Credores e suas Afiliadas não tiveram qualquer participação ou ingerência na investigação conduzida pelas Recuperandas para a determinação da responsabilidade dos Administradores apontados pelas Recuperandas como responsáveis pelos atos, fatos e circunstâncias divulgados nos Fatos Relevantes, e a Aprovação do Plano pelos Credores não representa a ratificação da ou a concordância com a inclusão dos Administradores Não Isentos indicados na lista prevista no **Anexo 1.1.10**.

11.4. Extinção dos Processos Judiciais. Com a Homologação do Plano, todas as ações, execuções, pretensões (ainda que não deduzidas em juízo), processos judiciais e arbitrais em curso que tenham por objeto a cobrança de Créditos Concursais e de direitos a eles relativos, incluindo contra o Grupo Americanas, subsidiárias, Afiliadas





e qualquer sociedade pertencente ao mesmo grupo societário ou econômico do Grupo Americanas, exceto aquelas previstas na **Cláusula 11.3** acima, serão extintas com a liberação de todas e quaisquer penhoras ou constringências existentes na Data de Homologação, salvo as ações que estiverem demandando quantia líquida exclusivamente em relação a Créditos, com o objetivo de inclusão do crédito na Relação de Credores, nos termos do art. 6º, § 1º da LRF, as quais serão extintas após o trânsito em julgado da decisão que definir a quantia líquida devida.

11.5. Cancelamento de Protestos. A Homologação Judicial do Plano acarretará o cancelamento de todo e qualquer protesto junto a Cartórios de Títulos e Documentos que tenha origem em Crédito Concursal, bem como na exclusão definitiva do nome das Recuperandas nos registros de quaisquer órgãos de proteção ao crédito quando o apontamento se originar de Crédito Concursal.

11.6. Formalização de Documentos e Outras Providências. O Grupo Americanas, os adquirentes de quaisquer ativos de propriedade de qualquer das Recuperandas e os Credores e seus representantes e advogados deverão praticar todos os atos e firmar todos os contratos e outros documentos que, na forma e na substância, sejam necessários ou adequados para o cumprimento e implementação do disposto neste Plano.

11.7. Modificação do Plano. O Grupo Americanas poderá apresentar aditamentos, alterações ou modificações ao Plano a qualquer tempo após a Data de Homologação, desde que tais aditamentos, alterações ou modificações sejam aceitos e aprovados pelos Credores Concurtais, nos termos da LRF.

11.7.1. Efeito Vinculativo das Modificações do Plano. Os aditamentos, alterações ou modificações ao Plano vincularão o Grupo Americanas, seus Credores Concurtais e seus respectivos cessionários e sucessores, a partir de sua aprovação pelos Credores Concurtais na forma dos arts. 45 ou 58, *caput* ou §1º da LRF.

11.8. Concessões, Renúncias e Obrigações das Partes. Todas as concessões e renúncias outorgadas, bem como obrigações assumidas pelo Grupo Americanas e pelos Credores previstas neste Plano e no Acordo de Apoio ao Plano estão absoluta e irrevogavelmente vinculadas a este Plano e ao Acordo de Apoio ao Plano, respectivamente. Na hipótese de resolução deste Plano, nenhuma disposição do presente Plano poderá ser interpretada como renúncia ou reconhecimento a quaisquer pretensões do Grupo Americanas, dos Credores, dos ARs, dos Acionistas dos ARs e/ou suas Afiliadas.





11.9. Ratificação de Atos. A Aprovação do Plano pela Assembleia Geral de Credores implicará a aprovação e ratificação de todos os atos regulares de gestão praticados e medidas adotadas pelas Recuperandas para implementar a sua reestruturação, em especial aquelas adotadas no curso da Recuperação Judicial, incluindo, mas não se limitando, aos pagamentos dos Créditos Pós-Cautelar e Pré-Pedido e aos atos necessários à reestruturação na forma proposta neste Plano, bem como todos demais atos e ações necessárias para integral implementação e consumação deste Plano e da Recuperação Judicial, os quais ficam expressamente autorizados, validados e ratificados para todos os fins de direito.

11.10. Relatório de Monitoramento. As Recuperandas deverão apresentar e disponibilizar trimestralmente, em até 5 (cinco) Dias Úteis da divulgação dos seus Resultados Trimestrais e em local específico em seu sítio eletrônico no campo de relação com investidores, a partir da Aprovação do Plano e até a quitação das Debêntures Americanas, um relatório específico, nos termos do **Anexo 11.10**, destinado aos seus Credores Concursais com dados públicos e que não compreenda fatos e aspectos relevantes ainda não divulgados ao mercado, contendo informações relevantes ao acompanhamento do cumprimento do Plano e seus anexos (“Relatório de Monitoramento”).

11.10.1. Observador Judicial. Em razão do compromisso assumido pelas Recuperandas de apresentar e disponibilizar o Relatório de Monitoramento nos termos da **Cláusula 11.10** acima e do **Anexo 11.10**, os Credores concordam, por força e operação da Aprovação do Plano em dispensar a atuação do Observador Judicial, renunciando ao direito de requerer a indicação de qualquer observador judicial, agente de monitoramento ou equivalente com base em fatos ocorridos até a data da Aprovação do Plano.

12. DISPOSIÇÕES DIVERSAS

12.1. Créditos em Moeda Estrangeira. Para efeitos de pagamento, exceto (i) pela concordância expressa do Credor em favor da conversão de seu respectivo Crédito da moeda estrangeira para a moeda corrente nacional e (ii) para aqueles que optarem pelo recebimento de seus Créditos Quirografários no contexto da **Cláusula 6.2.6.3**, em que a variação cambial será conservada como o parâmetro de indexação da correspondente obrigação, nos termos do art. 50, §2º, da LRF, os créditos registrados originalmente em moeda estrangeira serão mantidos na respectiva moeda original para todos os fins de direito e serão pagos de acordo com o quanto disposto neste Plano. Os Credores Quirografários titulares de Créditos registrados em moeda





estrangeira poderão, a seu exclusivo critério, optar pela conversão de seu crédito para moeda corrente nacional, devendo, para tanto, informar expressamente essa opção no momento e conjuntamente ao envio do respectivo termo de adesão indicando a opção de pagamento, hipótese em que o respectivo Crédito Quirografário será convertido pela Taxa de Câmbio Conversão.

12.2. Forma de Pagamento. Exceto se previsto de forma diversa neste Plano, os valores devidos aos Credores, nos termos deste Plano, serão pagos mediante transferência direta de recursos, por meio de transferência eletrônica disponível (TED), ou por pagamento instantâneo brasileiro (PIX) ou, no caso dos credores detentores de Créditos Quirografários em Dólar, mediante remessa de valores para a conta do respectivo credor estrangeiro, a ser informada individualmente pelo Credor no respectivo termo de adesão na forma da **Cláusula 12.10**, ou no caso dos títulos negociados em mercados regulados (*bonds* e debêntures), diretamente nos sistemas aplicáveis de liquidação e custódia, em conta de cada um dos Credores a ser informada individualmente pelo Credor mediante apresentação de petição indicando tal conta nos autos da Recuperação Judicial ou através de envio de e-mail para a Americanas na forma da **Cláusula 12.10**.

12.2.1. Os documentos da efetiva transferência de recursos servirão como comprovante de quitação dos respectivos valores efetivamente pagos pelas Recuperandas.

12.2.2. Os Credores Quirografários deverão informar os dados bancários para o pagamento de seus Créditos nos termos e no prazo de envio do respectivo termo de adesão, conforme previsto nas **Cláusulas 6.2.3, 6.2.4, 6.2.5, 6.2.6, 6.2.7, 6.2.8, 6.2.9 e 6.2.10**. No caso de inexistir a necessidade de envio de termo de adesão, o respectivo Credor deverá, dentro de 15 (quinze) dias contados da Data de Homologação ou em prazo diverso previsto neste Plano, informar os dados bancários para o pagamento de seus Créditos, mediante protocolo nos autos da Recuperação Judicial ou através de envio de e-mail à Americanas conforme **Cláusula 12.10**.

12.2.3. Os pagamentos que não forem realizados exclusivamente em razão de os Credores não terem informado suas contas bancárias não serão considerados como descumprimento do Plano. Não haverá a incidência de juros ou encargos moratórios se os pagamentos não tiverem sido realizados em razão de os Credores não terem informado suas contas bancárias.





12.2.4. Exclusivamente para os Credores Trabalhistas e Credores ME e EPP, caso os pagamentos previstos na **Cláusula 6.1** não sejam realizados em razão de os Credores não terem informado os dados bancários para o pagamento de seus Créditos ou de o Grupo Americanas não dispor de tais dados bancários no momento do respectivo pagamento, o Grupo Americanas realizará o depósito em conta judicial vinculada ao Juízo da Recuperação Judicial em até 90 (noventa) dias após a Data da Homologação.

12.3. Anuência dos Credores. Os Credores Concursais têm plena ciência de que os prazos, termos e condições de satisfação de seus Créditos são alterados por este Plano. Os Credores Concursais, no exercício de sua autonomia da vontade, declaram que concordam expressamente com as referidas alterações, bem como com todos os termos e condições previstos neste Plano, sem nenhuma ressalva.

12.4. Pagamento Máximo. Os Credores Concursais não receberão do Grupo Americanas, em hipótese alguma, quaisquer valores que ultrapassem o valor estabelecido neste Plano para pagamento de seus respectivos Créditos, os quais deverão sempre observar o previsto na Relação de Credores e, quando aplicável, na Relação de Credores - Pagamentos.

12.5. Divisibilidade das Disposições do Plano. Sujeito ao disposto na **Cláusula 9.1**, na hipótese de qualquer termo ou disposição do Plano ser considerada inválida, nula ou ineficaz, o restante dos termos e disposições do Plano permanecerão válidos e eficazes.

12.6. Renúncia e Manutenção de Direitos. A renúncia de qualquer das Partes de qualquer violação deste, por outra parte ou de ato diverso tomado pela outra parte estipulada aqui, não implicará novação ou renúncia em relação às demais obrigações aqui estipuladas.

12.7. Impostos e Medidas Adicionais. Cada Credor deverá ser responsável pelos impostos e tributos de que seja contribuinte ou a parte responsável de acordo com as Leis aplicáveis, decorrentes ou relacionadas ao cumprimento dos termos e condições deste Plano.

12.7.1. Sem prejuízo do disposto na **Cláusula 12.7** acima, cada Credor ficará responsável por tomar todas as medidas necessárias para o cumprimento dos termos e condições deste Plano, inclusive, mas não se limitando, para que possa receber os títulos aqui previstos e proceder aos registros necessários junto ao





Banco Central e outras autoridades governamentais competentes, de acordo com as Leis aplicáveis.

12.8. Encerramento da Recuperação Judicial. A Recuperação Judicial será encerrada conforme o disposto nos arts. 61 e 63 da LRF.

12.9. Chapter 15. Após a Homologação Judicial do Plano, o Grupo Americanas apresentará o Plano e a respectiva Homologação Judicial do Plano no procedimento de *Chapter 15*, com o objetivo de conferir efeitos ao Plano em território norte-americano, vinculando todo e qualquer Credor Concursal ali residente, domiciliado ou estabelecido. O *Chapter 15* não poderá, de forma alguma, alterar as condições de pagamento e demais regras previstas neste Plano.

12.10. Comunicações. Exceto para fins de envio dos termos de adesão às opções de pagamento previstas **Cláusulas 6.2.3, 6.2.4, 6.2.5, 6.2.6, 6.2.7, 6.2.8, 6.2.9 e 6.2.10**, os quais deverão ser preenchidos e enviados por meio do endereço eletrônico <https://portalcredor.americanas.io>, as notificações, requerimentos, pedidos e outras comunicações ao Grupo Americanas em relação ao presente Plano deverão ser enviadas de forma escrita, com aviso de recebimento no endereço da Americanas abaixo, com protocolo de entrega ou por meio eletrônico (via *e-mail*) com comprovante de transmissão. Todas as comunicações deverão ser endereçadas a:

Americanas S.A.

Aos cuidados do Grupo da Recuperação Judicial

E-mail: recjud@americanas.io

Rua Sacadura Cabral, 102, Saúde

Rio de Janeiro, Rio de Janeiro, Brasil

CEP: 20081-902

12.11. Cessões de Créditos Concursais. Os Credores Concursais poderão ceder seus Créditos Concursais ou direitos de participação sobre tais Créditos Concursais a outros Credores Concursais ou a terceiros, e tal cessão somente será considerada eficaz e produzirá efeitos desde que (i) a cessão seja notificada para o Grupo Americanas e para a Administração Judicial com antecedência mínima de 10 (dez) dias antes das datas de pagamento; (ii) a notificação seja acompanhada do comprovante de que os cessionários receberam e aceitaram, de forma irrevogável, os termos e as condições previstas neste Plano (incluindo, mas não se limitando, às condições de pagamento), e que tem conhecimento que o crédito cedido é um Crédito Concursal sujeito às disposições do Plano; e (iii) a cessão ou a promessa de cessão seja imediatamente comunicada ao Juízo da Recuperação, na forma do art. 39, §7º da LRF. O disposto nos itens (i) a (iii) acima não se aplica aos Créditos Quirografários





representados por títulos emitidos ou a serem emitidos pelas Recuperandas no mercado de capitais nacional (Debêntures Americanas ou Cédulas de Créditos Bancários), que poderão ser cedidos livre e independentemente de prévia notificação e/ou concordância das Recuperandas.

12.12. Sub-rogação. Para fins de esclarecimento, na hipótese de qualquer parte se sub-rogar, a qualquer título e a qualquer tempo, nos direitos de determinado Credor Quirografário sobre os respectivos Créditos Quirografários, tal parte fará jus ao pagamento dos referidos Créditos Quirografários nos mesmos termos aplicáveis ao respectivo Credor Quirografário, observado, em qualquer caso, o disposto na **Cláusulas 0** deste Plano. Esta **Cláusula 12.12** não se aplica a quaisquer das Recuperandas, ainda que venham a ser titulares de Créditos, entre si, em razão de eventual sub-rogação.

12.13. Compensação de Créditos. Após a Data de Homologação, as Recuperandas terão a opção, mas não a obrigação, a seu exclusivo critério, de quitar a totalidade ou parte do saldo remanescente dos Créditos Concurais de titularidade de seus Credores Fornecedores, mediante a utilização de eventuais créditos, benefícios, bônus ou equivalentes, concedidos pelo respectivo Credor Fornecedor, para compensação de Créditos Concurais, nos termos do art. 368 e seguintes do Código Civil Brasileiro. Para que não restem dúvidas, eventual saldo remanescente do Crédito Concursal de determinado Credor Fornecedor após efetuada a compensação prevista nesta **Cláusula 12.13** receberá o tratamento previsto na opção de pagamento de seus Créditos Concurais, conforme escolhido ou aplicável ao respectivo Credor Concursal, nos termos deste Plano.

12.14. Título Executivo. Este Plano é título executivo judicial, na forma do art. 59, §1º da LRF. Os Credores Concurais poderão exigir o cumprimento do Plano e os pagamentos dos respectivos Créditos Concurais de acordo com os termos deste Plano e da respectiva opção eleita na forma deste Plano, independentemente da emissão de novos instrumentos de dívida, inclusive das Debêntures Americanas na forma da LRF e demais Leis aplicáveis.

12.15. Lei de Regência. O Plano será regido e interpretado de acordo com as Leis da República Federativa do Brasil.

12.16. Eleição de Foro. Os seguintes juízos terão competência para dirimir quaisquer controvérsias em relação ao Plano: (i) o Juízo da Recuperação, até o encerramento do processo de Recuperação Judicial; e (ii) os Juízos da Comarca da Capital do Estado do Rio de Janeiro, com expressa renúncia de qualquer outro, por mais privilegiado





que seja, após o encerramento do processo de Recuperação Judicial, excetuadas as eleições de foro nos instrumentos anexos a esse Plano.

O Plano é firmado por representantes legais devidamente constituídos pelo Grupo Americanas.

Rio de Janeiro, 19 de dezembro de 2023.

AMERICANAS S.A. – EM RECUPERAÇÃO JUDICIAL
Por: **Leonardo Coelho Pereira e Camille Loyo Faria**

B2W DIGITAL LUX S.À.R.L. – EM RECUPERAÇÃO JUDICIAL
Por: **Leonardo Coelho Pereira e Camille Loyo Faria**

JSM GLOBAL S.À.R.L. – EM RECUPERAÇÃO JUDICIAL
Por: **Leonardo Coelho Pereira e Camille Loyo Faria**

ST IMPORTACOES LTDA. – EM RECUPERAÇÃO JUDICIAL
Por: **Leonardo Coelho Pereira e Camille Loyo Faria**



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Judicial Branch of the State of Rio de Janeiro

PJe - Electronic Judicial Proceedings

12/19/2023

Number: **0803087-20.2023.8.19.0001**

Class: **JUDICIAL REORGANIZATION**

Trial Body: **4th Business Court of the Judicial District of the Capital City**

Last assignment: **01/12/2023**

Amount in controversy: **R\$500,000.00**

Subject Matters: **Judicial Reorganization**

Case processed under seal? **NO**

Free legal aid? **NO**

Claim for preliminary injunction or interlocutory relief? **YES**

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Documents			
Id.	Execution Date	Document	Type
94005908	12/19/2023 01:27 a.m.	Petition	Petition

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Logo of SALOMÃO - Kaiuca Abrahão Raposo Cotta

HONORABLE JUDGE OF THE 4TH BUSINESS COURT OF THE JUDICIAL DISTRICT OF THE CAPITAL OF THE STATE OF RIO DE JANEIRO

Case No. 0803087-20.2023.8.19.0001

AMERICANAS S.A. - UNDER JUDICIAL REORGANIZATION, B2W DIGITAL LUX S.À.R.L. - UNDER JUDICIAL REORGANIZATION, JSM GLOBAL S.À.R.L. - UNDER JUDICIAL REORGANIZATION, and ST IMPORTADORA LTDA. - UNDER JUDICIAL REORGANIZATION (“Americanas Group” or “Reorganization Companies”), in the records of the judicial reorganization in question, come, through their undersigned lawyers, to request that the exhibits to the amendment to the Judicial Reorganization Plan - PRJ under ID No. 89255345 be entered in the docket (doc. 1).

On which terms,

Granting is requested.

Rio de Janeiro, December 19, 2023.

Ana Tereza Basilio OAB/RJ No. 74.802	Paulo Cesar Salomão Filho OAB/RJ No. 129.234
José Roberto de Albuquerque Sampaio OAB/RJ No. 69.747	Luis Felipe Salomão Filho OAB/RJ No. 234.563
João Augusto Basilio OAB/RJ No. 73.385	Rodrigo Figueiredo da Silva Cotta OAB/RJ No. 168.001
Felipe de Oliveira Gonçalves OAB/RJ No. 208.187	Rodrigo Cunha Mello Salomão OAB/RJ No. 211.150
Felipe Vieira de Araujo Corrêa OAB/RJ No. 153.480	Guilherme Góes Gandra OAB/RJ No. 239.419

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Document number: 23121901271388100000089453479

Number 94005908 - Page

Judiciary of the State of Rio de Janeiro

PJe - Electronic Judicial Proceeding

12/19/2023

Number: **0803087-20.2023.8.19.0001**

Class: **JUDICIAL REORGANIZATION**

Trial Body: **4th Business Court of the Judicial District of the Capital**

Last assignment: **01/12/2023**

Amount in controversy: **R\$500,000.00**

Subject Matters: **Judicial Reorganization**

Case processed under seal? **NO**

Free legal aid? **NO**

Claim for preliminary injunction or interlocutory relief? **YES**

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Documents			
Id.	Execution Date	Document	Type
94005909	12/19/2023 01:27 a.m.	<u>Doc. 1 - Judicial</u> <u>Reorganization Plan</u> <u>Colombo - List of</u> <u>Exhibits (vf 12.18.2023)</u>	Identification Document

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LIST OF EXHIBITS

Exhibit I - Economic-Financial Report.

Exhibit II - Valuation Report of Goods and Assets.

Exhibit 1.1.7 - Plan Support Agreement.

Exhibit 1.1.10 - List of Non-Exempt Managers

Exhibit 1.1.129 - List of Creditors - Payments

Exhibit 1.1.146 - Non-Litigation, Release and Waiver Commitment Instrument

Exhibit 4.1.4 - List of Relevant Assets of the Americanas Group.

Exhibit 4.1.6 - Corporate Reorganizations.

Exhibit 6.2.2.1 - Reverse Auction Notice.

Exhibit 6.2.3 - Instrument of Adhesion of Option of Creditors with Unsecured Claims up to R\$12,000.00.

Exhibit 6.2.4.1 - Instrument of Adhesion of Option of Creditors with Unsecured Claims above R\$12,000.00.

Exhibit 6.2.5.1 - Instrument of Adhesion of Restructuring Option I.

Exhibit 6.2.6 - Instrument of Adhesion of Restructuring Option II.

Exhibit 6.2.6.2 - Creditors Lock-Up Agreement.

Exhibit 6.2.6.3 - Americanas Debenture Indenture.

Exhibit 6.2.6.3 - A- Fiduciary Sale of UPI HNT Shares

Exhibit 6.2.7.1 - Instrument of Adhesion of Restructuring Option - Retained or Offset Claims.

Exhibit 6.2.8 - Instrument of Adhesion of Option of Supplier Creditors with Unsecured Claims above R\$12,000.00

Exhibit 6.2.9.2 - Instrument of Adhesion of Option of Supplier Creditor Collaborator.

Exhibit 6.2.9.9 – Instrument of Commitment for Subrogated Pre-Petition Claims - Supplier Creditor Collaborator.

Exhibit 6.2.10.1 - Instrument of Adhesion of Option of Technology Supplier Creditors.

Exhibit 7.2.1(i) - UPI HNT.

Exhibit 7.2.1(ii) - UPI Uni.Co.

Exhibit 7.2.1(iii) - UPI AME.

Exhibit 7.2.1(iv) - UPI Digital.

Exhibit 7.4.1 - Subsidiaries Capital Increases

Exhibit 8.2.1 - Composition of Initial Board of Directors.

Exhibit 11.10 - Monitoring Reports.

Exhibit I

Economic-Financial Report¹

Exhibit II

Goods and Assets Valuation Report²

Exhibit 1.1.7

Plan Support Agreement³

Exhibit 1.1.10

List of Non-Exempt Managers

- Miguel Gutierrez
 - Anna Christina Ramos Saicali
 - José Timótheo de Barros
 - Márcio Cruz Meirelles; and
 - Fábio da Silva Abrate
-

¹ **Note to draft:** presented in the records at [=] (ID No. [=])

² **Note to draft:** presented in the records at [=] (ID No. [=])

³ **Note to draft:** presented in the records at [=] (ID No. [=])

Exhibit 1.1.129

List of Creditors – Payments

Creditor	Main Debtor	Guarantor(s)	Original Instrument	Class	Claims in the List of Creditors	Claims on Filing Date (01/19/2023)	Claims Agreed after (i) the Restructuring Option II Closing Date and (ii) the offsets according to section 6.2.7 of the Judicial Reorganization Plan ⁴
Banco BTG Pactual S.A.	Americanas S.A.	None	Reverse Factoring and Derivatives	III	R\$3,517,235,724.61	R\$3,600,116,276.67	R\$1,927,184,522.79
BTG Pactual Seguros S.A.	Americanas S.A.	None	Reverse Factoring (subrogation)	III	R\$0.00	R\$0.00	R\$423,937,039.95
Itaú Unibanco S.A. - Claims in <i>Reais</i>	Americanas S.A.	None	Service Provision and Payment Agreement - SISPAG (Reverse Factoring); Instrument of Adhesion to the Amount Collection Service Provision Agreement; Guarantee Commission Fees; BWU Comércio e Entretenimento S.A. Share Purchase and Sale Agreement; FAI - Financeira Americanas Itaú S.A. Crédito, Financiamento e Investimento Share Purchase and Sale Agreement; and Agreement for the Execution of Derivative Transactions No. 2889 and Agreement for the Execution of Derivative Transactions No.	III	R\$2,715,704,587.41	R\$2,720,998,558.98	R\$2,709,762,577.88

⁴ Amounts of Linked Claims after the Restructuring Option II Closing Date subject to (a) Judicial Ratification of the Judicial Reorganization Plan, (b) non-occurrence of the termination conditions provided for in section 9 of the Judicial Reorganization Plan and non-termination or rescission of the Plan Support Agreement; (c) the choices of payment options made through the Support Agreements (e.g., Restructuring Option - Retained or Offset Claims and/or Restructuring Option II); (d) the implementation of the Conditions for Consolidation of Retained or Offset Amounts; and (e) maintaining the Filing Date in accordance with the Judicial Reorganization Plan.

			6369.				
Itaú Unibanco S.A. - Claims in Dollars	Americanas S.A.	None	International Loan Agreement AGE 1222774, International Guarantee Agreement Standby Letter of Credit; and Derivative agreements - "foreign swap" - Master Agreement - International Swaps	III	US\$6,678,694.90	US\$6,683,542.16	US\$6,683,542.16
Itaú Unibanco Nassau Branch	Americanas S.A.	None	Derivatives Association, Inc. and Confirmation of an Interest Rate Swap Transaction AGE No. 1178680	III	US\$51,968,947.25	US\$51,046,950.42	US\$51,046,950.42
Banco Bradesco S.A. - Claims in <i>Real</i>	Americanas S.A. and ST Importações (only the 19 Currency Forward agreements without physical delivery).	None	Agreement for carrying out Supplier Credit Assignment Transactions, Recognition of Obligations and other covenants; Credit Card; Agreement for the Provision of Personalized Customer Service for the Collection and/or Remittance of Cash; Private Instrument of Agreement for the Creation of Guarantees and Other Covenants; Private Instrument of Agreement for the Creation of Guarantees and Other Covenants; Global Derivatives Agreement - Trading Note No. SWAP180220198; Bank Credit Certificate No. 2728953 and 19 Currency Forward Agreements without physical delivery (20220728008446; 20220812008081; 20220622008246; 20220728008447; 20220810008322; 20220812008082; 20220622008247;	III	R\$4,853,275,879.63	R\$4,853,615,707.11	R\$4,789,528,268.33

			20220728008448; 20220810008323; 20220812008083; 20220810008324; 20220728008467; 20220810008326; 20220812008084; 20220810008327; 20220812008085; 20220810008328; 20220810008329; 20220622008245)				
Banco Bradesco S.A. - Claims in Dollars	Americanas S.A.	None	Commercial Credit Note No. 290.494-2	III	US\$55,466,736.11	US\$55,517,000.00	US\$55,517,000.00
Banco Santander S.A. ⁵	Americanas S.A.	None	Confirmations; CCBs Working Capital; CCB 4155136 (4131); CCB 4155026 (4131); and Private Indenture of the Eighteenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts of Americanas S.A.	III	R\$3,770,676,795.94	R\$3,776,542,035.56	R\$3,776,542,035.56
Banco ABC Brasil S.A.	Americanas S.A.	None	Agreement for Acquisition of Credits Confirmed/Accepted by the Drawee/Debtor of Claims No. 10876622	III	R\$415,607,108.88	R\$415,607,108.88	R\$415,607,108.88
Banco Votorantim	Americanas S.A.	None	Guarantee Agreement 10319233 - Apple and CDBs No. 10330013, 10330014; 10330015 and 10330016.	III	R\$305,548,589.40	R\$305,548,589.40	R\$0.00
Banco Daycoval S/A	Americanas S.A.	None	Agreement for Advance Payments to Suppliers and Acquisition of Credits; and Private Instrument for the Assignment of Credit Rights.	III	R\$515,321,147.00	R\$515,321,147.00	R\$515,321,147.00

⁵ Considering the exclusion of claims in which Uni.Co appears as the main debtor and the individualization of Debentures.

Banco Safra S/A	Americanas S.A.	None	Reverse Factoring	III	R\$2,526,561,073.69	R\$2,526,561,073.69	R\$2,420,039,418.00
BTG Pactual Crédito Corporativo Previdência Renda Fixa Crédito Privado Fundo de Investimento Longo Prazo	Americanas S.A.	None	LAMEA7 - Private Indenture for the Seventeenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts	III	R\$714,733.61 ⁶	R\$716,939.25	R\$716,939.25
Unimed Investcoop ANS V Fundo de Investimento Renda Fixa Crédito Privado	Americanas S.A.	None	LAMEA7 - Private Indenture for the Seventeenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts	III	R\$13,190,083.83 ⁷	R\$13,230,732.61	R\$13,230,732.61
BTG Pactual Corporativo Plus FIFE Prev Multimercado Fundo de Investimento Crédito Privado	Americanas S.A.	None	LAMEA7 - Private Indenture for the Seventeenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts	III	R\$216,585.94 ⁸	R\$206,390.74	R\$278,328.19
			LAMEA8 - Private Indenture for the Eighteenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts		R\$71,733.16 ⁹	R\$71,937.45	
BTG X10 Master Fundo de Investimento Multimercado Longo	JSM Global S.a.r.l.	None	BOND - USL5788AAA99	III	US\$175,931.98 ¹⁰	US\$176,043.29	US\$628,632.75
	B2W Digital Lux		BOND - USL0527QAA15		US\$452,269.63 ¹¹	US\$452,589.46	

⁶ Refers to 66 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

⁷ Refers to 1,218 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

⁸ Refers to 19 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

⁹ Refers to 7 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

¹⁰ Refers to 174 bonds. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

¹¹ Refers to 451 bonds. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

Prazo - Claims in Dollars	S.a.r.l..						
BTG X10 Master Fundo de Investimento Multimercado Longo Prazo - Claims in Reais	Americanas S.A.	None	LAMEA7 - Private Indenture for the Seventeenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts	III	R\$3,043,032.48 ¹²	R\$3,052,410.40	R\$3,052,410.40
BTG Pactual SICAV - Latin America Corporate Debt Fund	JSM Global S.a.r.l.	None	BOND - USL5788AAA99	III	US\$615,761.93 ¹³	US\$616,151.52	US\$2,189,677.64
	B2W Digital Lux S.a.r.l.		BOND - USL0527QAA15		US\$1,572,414.14 ¹⁴	US\$1,573,526.12	
BTG Pactual Multiestrategia Fundo de Investimento Multimercado - Claims in Reais	Americanas S.A.	None	LAMEA8 - Private Indenture for the Eighteenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts	III	R\$286,932.63 ¹⁵	R\$287,749.81	R\$1,439,192.88
			LAMEA7 - Private Indenture for the Seventeenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts	III	R\$1,147,905.49 ¹⁶	R\$1,151,443.07	
BTG Pactual Multiestrategia Fundo de Investimento Multimercado - Claims in Dollars	JSM Global S.a.r.l.	None	BOND - USL5788AAA99	III	US\$202,220.67 ¹⁷	US\$202,348.61	US\$426,134.53
	B2W Digital Lux S.a.r.l.	None	BOND - USL0527QAA15		US\$223,627.78 ¹⁸	US\$223,785.92	
BTG Pactual International Portfolio	B2W Digital Lux	None	BOND - USL0527QAA15	III	US\$2,747,713.48 ¹⁹	US\$2,749,656.61	US\$4,267,271.20

¹² Refers to 281 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

¹³ Refers to 609 bonds. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

¹⁴ Refers to 1,568 bonds. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

¹⁵ Refers to 28 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

¹⁶ Refers to 106 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

¹⁷ Refers to 200 bonds. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

¹⁸ Refers to 223 bonds. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

Funds SPC - Portfolio Y	S.a.r.l..						
	JSM Global S.a.r.l..		BOND - USL5788AAA99		US\$1,516,655.00 ²⁰	US\$1,517,614.59	US\$4,267,271.20
BTG Pactual International Portfolio Funds SPC - Portfolio Z	B2W Digital Lux S.a.r.l.	None	BOND - USL0527QAA15	III	US\$1,376,865.19 ²¹	US\$1,377,838.88	US\$5,091,947.65
	JSM Global S.a.r.l.		BOND - USL5788AAA99		US\$3,711,760.34 ²²	US\$3,714,108.77	
BTG Pactual Hedge Prev Fundo de Investimento Multimercado	Americanas S.A.	None	LAMEA7 - Private Indenture for the Seventeenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts	III	R\$173,268.75 ²³	R\$173,802.73	R\$173,802.73
BTG Pactual Hedge II Fundo de Investimento Renda Fixa Crédito Privado	B2W Digital Lux S.a.r.l..	None	BOND - USL0527QAA15	III	US\$115,323.74 ²⁴	US\$115,405.30	US\$115,405.30
BTG Pactual Hedge Fundo de Investimento Renda Fixa Crédito Privado - Claims in Reais	Americanas S.A.	None	LAMEA5 - Private Indenture for the Fifteenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts	III	R\$5,152,555.82 ²⁵	R\$5,168,683.99	R\$27,103,866.87
			LAMEA4 - Private Indenture for the Fourteenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts		R\$563,572.03 ²⁶	R\$565,336.08	

¹⁹ Refers to 2,740 bonds. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

²⁰ Refers to 1,500 bonds. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

²¹ Refers to 1,373 bonds. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

²² Refers to 3,671 bonds. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

²³ Refers to 16 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

²⁴ Refers to 115 bonds. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

²⁵ Refers to 506 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

²⁶ Refers to 55 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

			LAMEA7 - Private Indenture for the Seventeenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts		R\$13,948,134.63 ²⁷	R\$13,991,119.54	
			LAMEA8 - Private Indenture for the Eighteenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts		R\$7,357,772.48 ²⁸	R\$7,378,727.26	
BTG Pactual Hedge Fundo de Investimento Renda Fixa Crédito Privado - Claims in Dollars	B2W Digital Lux S.a.r.l.	None	BOND - USL0527QAA15	III	US\$1,568,402.88 ²⁹	US\$1,569,512.02	US\$1,569,512.02
BTG Pactual Hedge Fundo Incentivado de Investimento em Infraestrutura Renda Fixa Crédito Privado - Claims in Reais	Americanas S.A.	None	LAMEA8 - Private Indenture for the Eighteenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts	III	R\$481,636.92 ³⁰	R\$483,008.61	R\$483,008.61
BTG Pactual Hedge Fundo Incentivado de Investimento em Infraestrutura Renda Fixa Crédito Privado - Claims in Dollars	B2W Digital Lux S.a.r.l.	None	BOND - USL0527QAA15	III	US\$112,315.30 ³¹	US\$112,394.72	US\$183,216.73
			BOND - USL5788AAA99		US\$70,777.23 ³²	US\$70,822.01	
BTG Pactual Discovery Fundo de Investimento Multimercado - Claims	Americanas S.A.	None	LAMEA7 - Private Indenture for the Seventeenth Issue of	III	R\$1,895,126.99 ³³	R\$1,900,967.33	R\$1,900,967.33

²⁷ Refers to 1,288 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

²⁸ Refers to 718 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

²⁹ Refers to 1,564 bonds. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

³⁰ Refers to 47 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

³¹ Refers to 112 bonds. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

³² Refers to 70 bonds. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

³³ Refers to 175 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

in Reais			Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts				
BTG Pactual Discovery Fundo de Investimento Multimercado - Claims in Dollars	JSM Global S.a.r.l.	None	BOND - USL5788AAA99	III	US\$12,739.90 ³⁴	US\$127,479.63	US\$573,044.42
	B2W Digital Lux S.a.r.l.		BOND - USL0527QAA15		US\$445,249.92 ³⁵	US\$445,564.79	
BTG Pactual Crédito Corporativo Previdência Fundo de Investimento Multimercado Crédito Privado	Americanas S.A.	None	LAMEA7 - Private Indenture for the Seventeenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts	III	R\$43,089,773.04 ³⁶	R\$43,222,565.73	R\$43,222,565.73
BTG Pactual Crédito Corporativo Plus Fundo de Investimento Multimercado Crédito Privado	Americanas S.A.	None	LAMEA4 - Private Indenture for the Fourteenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts	III	R\$1,741,949.91 ³⁷	R\$1,747,402.43	R\$9,173,313.87
			LAMEA8 - Private Indenture for the Eighteenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts		R\$2,049,518.80 ³⁸	R\$2,055,355.78	
			LAMEA5 - Private Indenture		R\$2,107,863.74 ³⁹	R\$2,114,461.63	

³⁴ Refers to 126 bonds. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization. Amount pending correction by the Honorable Judicial Administrator, who listed the resulting amount with a material mistake, despite confirming the quantity of bonds held by the fund.

³⁵ Refers to 444 bonds. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

³⁶ Refers to 3,979 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

³⁷ Refers to 170 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

³⁸ Refers to 200 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

³⁹ Refers to 207 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

			for the Fifteenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts				
			LAMEA7 - Private Indenture for the Seventeenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts		R\$2,317,469.57 ⁴⁰	R\$2,324,611.48	
			LAMEA6 - Private Indenture for the Sixteenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts		R\$928,971.78 ⁴¹	R\$931,482.55	
BTG Pactual Crédito Corporativo II Previdência Fundo de Investimento Multimercado Crédito Privado	Americanas S.A.	None	LAMEA7 - Private Indenture for the Seventeenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts	III	R\$552,294.15 ⁴²	R\$553,996.19	R\$553,996.19
BTG Pactual Crédito Corporativo Master III Fundo de Investimento Renda Fixa Crédito Privado	Americanas S.A.	None	LAMEA7 - Private Indenture for the Seventeenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts	III	R\$194,927.35 ⁴³	R\$195,528.07	R\$195,528.07

⁴⁰ Refers to 214 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

⁴¹ Refers to 756 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

⁴² Refers to 51 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

⁴³ Refers to 18 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

BTG Pactual Crédito Corporativo Fundo de Investimento Renda Fixa Crédito Privado	Americanas S.A.	None	LAMEA7 - Private Indenture for the Seventeenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts	III	R\$43,674,555.08 ⁴⁴	R\$43,809,149.93	R\$43,809,149.93
BTG Pactual Corporativo Plus FIFE Prev Fundo de Investimento Multimercado Crédito Privado	Americanas S.A.	None	LAMEA6 - Private Indenture for the Sixteenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts	III	R\$299,826.87 ⁴⁵	R\$300,637.22	R\$3,134,222.07
			LAMEA6 - Private Indenture for the Sixteenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts		R\$299,826.87 ⁴⁶	R\$300,637.22	
			LAMEA4 - Private Indenture for the Fourteenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts		R\$819,741.13 ⁴⁷	R\$822,307.03	
			LAMEA7 - Private Indenture for the Seventeenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for		R\$1,007,124.63 ⁴⁸	R\$1,010,228.35	

⁴⁴ Refers to 4,033 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

⁴⁵ Refers to 244 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

⁴⁶ Refers to 244 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

⁴⁷ Refers to 80 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

⁴⁸ Refers to 93 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

			Public Distribution, with Restricted Efforts			
			LAMEA5 - Private Indenture for the Fifteenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts		R\$997,925.83 ⁴⁹	R\$1,001,049.47
BTG Pactual ARF Equities Brasil Fundo de Investimento em Ações Investimento no Exterior	Americanas S.A.	None	LAMEA7 - Private Indenture for the Seventeenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts	III	R\$3,064,691.07 ⁵⁰	R\$3,074,135.74
			LAMEA8 - Private Indenture for the Eighteenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts		R\$2,572,146.09 ⁵¹	R\$2,579,471.51
BTG Pactual ANS RF Fundo de Investimento Renda Fixa Crédito Privado	Americanas S.A.	None	LAMEA7 - Private Indenture for the Seventeenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts	III	R\$15,236,820.98 ⁵²	R\$15,283,777.33
BTG Pactual Absoluto LS Master Prev Fundo de Investimento Multimercado	Americanas S.A.	None	LAMEA7 - Private Indenture for the Seventeenth Issue of Simple Non-Convertible	III	R\$216,585.94 ⁵³	R\$217,253.41
						R\$402,235.43

⁴⁹ Refers to 98 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

⁵⁰ Refers to 283 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

⁵¹ Refers to 251 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

⁵² Refers to 1,407 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

⁵³ Refers to 20 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

			Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts				
			LAMEA8 - Private Indenture for the Eighteenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts		R\$184,456.69 ⁵⁴	R\$184,982.02	
BTG Pactual Absoluto LS Master Fundo de Investimento Multimercado	Americanas S.A.	None	LAMEA7 - Private Indenture for the Seventeenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts	III	R\$833,855.87 ⁵⁵	R\$836,425.62	R\$1,555,800.14
			LAMEA8 - Private Indenture for the Eighteenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts		R\$717,331.58 ⁵⁶	R\$719,374.52	
BTG Pactual Absoluto LS B Prev FIFE Fundo de Investimento Multimercado Crédito Privado	Americanas S.A.	None	LAMEA7 - Private Indenture for the Seventeenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts	III	R\$10,829.30 ⁵⁷	R\$10,862.67	R\$93,076.90
			LAMEA8 - Private Indenture		R\$81,980.75 ⁵⁸	R\$82,214.23	

⁵⁴ Refers to 18 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

⁵⁵ Refers to 77 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

⁵⁶ Refers to 70 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

⁵⁷ Refers to 01 debenture. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

⁵⁸ Refers to 08 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

			for the Eighteenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts				
BTG Pactual Absoluto LS Master Fundo de Investimento em Ações	Americanas S.A.	None	LAMEA7 - Private Indenture for the Seventeenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts	III	R\$1,830,151.20 ⁵⁹	R\$1,835,791.31	R\$3,408,138.48
			LAMEA8 - Private Indenture for the Eighteenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts		R\$1,567,881.88 ⁶⁰	R\$1,572,347.17	
Oliveira Trust Distribuidora de Títulos e Valores Imobiliários S.A.	Americanas S.A.	None	Private Indenture for the Seventeenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts of Americanas S.A.	III	R\$2,165,859,414.00	R\$1,614,959,788.18 ⁶¹	R\$1,614,959,788.18
JP MORGAN CHASE BANK	Americanas S.A.	None	Instrument of Fiduciary Assignment of Credit Rights; Global Derivatives Agreement; Confirmation of Local Derivative SWAP Transaction 1; Confirmation of Local Derivative SWAP Transaction 2; ISDA Global Agreement	III	US\$70,062,011.48	US\$55,229,115.30 ⁶²	US\$55,229,115.30

⁵⁹ Refers to 169 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

⁶⁰ Refers to 153 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

⁶¹ Refers to 145,618 debentures. Amount excluding individual creditors through the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

⁶² Refers to the transaction subject to judicial ratification within the scope of motion No. 0885597-90.2023.8.19.0001.

			(ISDA Master Agreement); Foreign Derivative Collateral Agreement (Collateral Agreement); Letter of Guarantee and Exchange Agreement for receiving the transfer of the guarantee amount (JPMorgan S.A. and JPMorgan Chase).				
BANK OF AMERICA N.A.	Americanas S.A.	None	Offshore derivatives transaction	III	US\$61,966,935.20	US\$70,800,756.28 ⁶³	US\$70,800,756.28
GOLDMAN SACHS INTERNATIONAL	Americanas S.A.	B2W and JSM	Global Derivatives Agreements and their respective Appendices signed on 09/29/2020 and 11/18/2020; 2002 Master Agreement signed on 09/29/2020 between JSM and GSI (as amended); 2002 Master Agreement signed on 11/18/2020 between B2W and GSI and respective fiduciary guarantee instruments.	III	US\$207,270,222.20	US\$217,173,158.15 ⁶⁴	US\$217,173,158.15
Banco da Amazonia S.A.	Americanas S.A.	None	CCB No. 128-22/0007-8	III	R\$103,114,708.21	R\$103,114,708.21	R\$103,114,708.21
Caixa Econômica Federal	Americanas S.A.; and Hortigril Hortifruti S.A.	Americanas S.A.	CCB No. 19.4497.767.0000020-08; and CCB No. 19.4497.767.0000021-99	III	R\$501,571,438.04	R\$503,053,240.78	R\$503,053,240.78
Banco do Brasil S.A. - Claims in Reais	Americanas S.A.; and ST Importações	None	Agreement for Prepayment of Receivables to Suppliers No. 307001345; Working Capital - CCB No. 318000260; Working Capital - CCB No. 330900990; Flat Commission charged on the ceiling of Guaranteed Account (RCF) No.	III	R\$1,535,777,728.53	R\$1,543,969,961.08	R\$1,543,969,961.08

⁶³ Refers to the transaction subject to judicial ratification within the scope of motion No. 0803087-20.2023.8.19.0001.

⁶⁴ Refers to the transaction approved within the scope of motion No. 0885671-47.2023.8.19.0001.

			318000263; Checking Account Fees No. 15301; Corporate Card - Agreements No. 109346717, 109346750, 109346774, 143012185, 143012286, 143012322 143012387, 157308375 and 157308379; Alelo Benefits - Agreement No. 153436; Checking Account Fee No. 12296; Working Capital - CCB No. 307001274; Working Capital - CCB No. 318000251; and Private Indenture for the 5th Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts				
Banco do Brasil S.A. - Claims in Dollars	JSM GLOBAL S.À.R.L.	None	BOND	III	US\$4,044,413.33	US\$4,047,500.00	US\$4,047,500.00
IJC CRÉDITO PRIVADO MULTIMERCADO FUNDO DE INVESTIMENTO (current name of ITAÚ SOLUÇÃO ENDOWMENT II CP MM FI)	Americanas S.A.	None	CCB No. 10315649 and CCB No. 103108166	III	R\$2,054,634.89	R\$2,060,591.00	R\$2,060,591.00
RT ENDOWMENT II MULTIMERCADO CREDITO PRIVADO FI	Americanas S.A.	None	CCB No. 103156491, CCB No. 103108167, CCB No. 103192159 and CCB No. 103196479	III	R\$4,061,233.64	R\$4,073,178.86	R\$4,073,178.86
FI SANTIAGO MULTIMERCADO CREDITO PRIVADO	Americanas S.A.	None	CCB No. 103156492, CCB No. 103156493 and CCB No. 103108169	III	R\$3,073,923.38	R\$3,082,834.27	R\$3,082,834.27
ITAÚ RENDA FIXA CRÉDITO PRIVADO DIFERENCIADO II FI	Americanas S.A.	None	CCB No. 103156494, CCB No. 103156495, CCB No. 103156496, CCB No. 103156497, CCB No. 103156498, CCB No. 1031567315, CCB No. 10310816, CCB No.	III	R\$43,848,670.91	R\$43,976,637.09	R\$43,976,637.09

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			103108161, CCB No. 1031081811, CCB No. 103.19.215, CCB No. 103.19.647, CCB No. 103108162, CCB No. 103108163, CCB No. 103108164, CCB No. 103192151 and CCB No. 1031964514				
ITAÚ IPCA ACTION RF LP FI	Americanas S.A.	None	CCB No. 103156499, CCB No. 103108165, CCB No. 103192152 and CCB No. 103196472	III	R\$4,061,233.64	R\$4,073,178.86	R\$4,073,178.86
RT DRAGON MULT CRED PRIV FI	Americanas S.A.	None	CCB No. 103156731, CCB No. 1031081836, CCB No. 103192155, CCB No. 103196475, CCB No. 103.192.14.36, CCB No. 103.192.14.37, CCB No. 103.196.45.36 and CCB No. 103.196.45.37	III	R\$62,684,922.77	R\$62,870,255.05	R\$62,870,255.05
RT RELIANT MULTIMERCADO CRÉDITO PRIVADO FI	Americanas S.A.	None	CCB No. 103156732, CCB No. 1031081837, CCB No. 1031921438, CCB No. 1031921439, CCB No. 103192156, CCB No. 103196476, CCB No. 103.196.45.38, CCB No. 103.196.45.39 and Private Indenture for the Fourteenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts ⁶⁵	III	R\$62,684,922.77	R\$73,149,092.87	R\$73,149,092.87
ANTARCTICA FUNDO DE INVESTIMENTO MM CRÉD PRIV	Americanas S.A.	None	CCB No. 103156733, CCB No. 1031081838, CCB No. 103192157, CCB No.	III	R\$24,559,546.38	R\$24,631,085.68	R\$24,631,085.68

⁶⁵ Refers to 1,000 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

			103192158, CCB No. 103196477 and CCB No. 103196478				
ITAÚ WEALTH MASTER RENDA FIXA REFERENCIADO DI FI	Americanas S.A.	None	CCB No. 103156734, CCB No. 103156735, CCB No. 103156736, CCB No. 103156737, CCB No. 103156738, CCB No. 103156739, CCB No. 1031567310, CCB No. 1031567311, CCB No. 1031567312, CCB No. 10310818, CCB No. 1031921410, CCB No. 1031921411, CCB No. 1031921412, CCB No. 1031921413, CCB No. 1031964415, CCB No. 1031964513, CCB No. 103108181, CCB No. 103108182, CCB No. 103108183, CCB No. 103108184, CCB No. 103108185, CCB No. 103108186, CCB No. 103108187, CCB No. 103108188, CCB No. 103.192.13.15, CCB No. 103.192.13.16, CCB No. 103.196.44.16, CCB No. 103.196.45.10, CCB No. 103.196.45.11, CCB No. 103.196.45.12, CCB No. 10225923, CCB No. 10225920, CCB No. 10225921, CCB No. 10225919	III	R\$428,900,851.39	R\$430,158,119.76	R\$430,158,119.76
ITAÚ WEALTH IQ MASTER RF REFERENCIADO DI FI	Americanas S.A.	None	CCB No. 1031567313, CCB No. 1031567314, CCB No. 1031081810, CCB No. 103108189, CCB No. 103.192.14.14, CCB No.	III	R\$72,004,915.74	R\$72,214,844.47	R\$72,214,844.47

			10225924				
ITAÚ RF CRÉDITO PRIVADO DIFERENCIADO FI	Americanas S.A.	None	CCB No. 1031567316, CCB No. 1031567317, CCB No. 1031567318, CCB No. 1031567319, CCB No. 1031567320, CCB No. 1031567321, CCB No. 1031567322, CCB No. 1031567323, CCB No. 1031567324, CCB No. 1031081812, CCB No. 1031081813, CCB No. 1031081814, CCB No. 1031081815, CCB No. 1031081816, CCB No. 1031081817, CCB No. 1031081818, CCB No. 1031081819, CCB No. 1031081820, CCB No. 1031964515, CCB No. 1031964516, CCB No. 103196471, CCB No. 103.192.14.15, CCB No. 103.192.14.16, CCB No. 103.192.14.17, CCB No. 103.192.14.18, CCB No. 103.192.14.19, CCB No. 103.196.45.17, CCB No. 103.196.45.18, CCB No. 103.196.45.19, Private Indenture for the Fourteenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts ⁶⁶	III	R\$286,248,849.91	R\$299,925,584.09	R\$299,925,584.09
ITAÚ RENDA FIXA CP DIFERENCIADO IQ	Americanas S.A.	None	CCB No. 1031567325, CCB No. 1031567326, CCB No. 1031081821, CCB No.	III	R\$72,004,915.74	R\$73,931,410.39	R\$73,931,410.39

⁶⁶ Refers to 1,249 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

			1031081822, CCB No. 103.192.14.20, CCB No. 10225922 and Private Indenture for the Fourteenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in Series Single, for Public Distribution, with Restricted Efforts ⁶⁷				
TOP RENDA FIXA MIX CRÉDITO PRIVADO LONGO PRAZO FI	Americanas S.A.	None	CCB No. 1031081823, CCB No. 1031081824, CCB No. 1031567327, CCB No. 1031567328, CCB No. 103192153, CCB No. 103196473, CCB No. 103.192.14.21, CCB No. 103.196.45.20, Private Indenture of the Fifteenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts ⁶⁸	III	R\$63,165,284.07	R\$74,586,555.99	R\$74,586,555.99
ITAÚ RF CRÉDITO PRIVADO MASTER ACTIVE FIX FI	Americanas S.A.	None	CCB No. 1031567329, CCB No. 1031567330, CCB No. 1031567331, CCB No. 1031567332, CCB No. 1031567333, CCB No. 1031567334, CCB No. 1031567335, CCB No. 1031567336, CCB No. 1031567337, CCB No. 1031567338, CCB No. 1031081825, CCB No. 1031081826, CCB No. 1031081827, CCB No. 1031081828, CCB No. 1031081829,	III	R\$387,574,794.75	R\$388,710,440.18	R\$388,710,440.18

⁶⁷ Refers to 167 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

⁶⁸ Refers to 1,100 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

			1031081830, CCB No. 1031081831, CCB No. 1031081832, CCB No. 1031081833, CCB No. 1031081834, CCB No. 1031081835, CCB No. 1031921422, CCB No. 1031921423, CCB No. 1031921424, CCB No. 1031921425, CCB No. 103.192.14.26, CCB No. 103.192.14.27, CCB No. 103.192.14.28, CCB No. 103.196.45.21, CCB No. 103.196.45.22, CCB No. 103.196.45.23, CCB No. 103.196.45.24, CCB No. 103.196.45.25, CCB No. 103.196.45.26, CCB No. 103.196.45.27, CCB No. 10225917, CCB No. 10225918				
HIGH YIELD MASTER CP MM FI	Americanas S.A.	None	CCB No. 1031567339, CCB No. 103.192.14.29, CCB No. 103.196.45.28, CCB No. 103.196.45.29	III	R\$40,276,594.82	R\$40,395,640.71	R\$40,395,640.71
RT ENDURANCE MCPFI	Americanas S.A.	None	CCB No. 103.196.45.30, CCB No. 103.196.45.31, CCB No. 103.196.45.32, CCB No. 103.196.45.33, CCB No. 103.196.45.34, CCB No. 103.196.45.35, CCB No. 10315673, CCB No. 10315672, CCB No. 1031081915, CCB No. 1031081916, CCB No. 103192154, CCB No. 103196474, CCB No. 103.192.14.30, CCB No. 103.192.14.31, CCB No. 103.192.14.32, CCB No. 103.192.14.33, CCB No. 103.192.14.34, CCB No.	III	R\$214,780,804.58	R\$235,971,607.76	R\$235,971,607.76

			103.192.14.35, CCB No. 103156721 and Private Indenture for the Fourteenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts ⁶⁹				
SPECIAL RF REFERENCIADO DI FI	Americanas S.A.	None	CCB No. 103156723, CCB No. 103156724, CCB No. 103156725, CCB No. 103156726, CCB No. 103156727, CCB No. 103156728, CCB No. 103156729, CCB No. 1031567210, CCB No. 1031567211, CCB No. 1031567212, CCB No. 1031567213, CCB No. 1031567214, CCB No. 1031567215, CCB No. 1031567216, CCB No. 10310819, CCB No. 103108194, CCB No. 103108195, CCB No. 103108196, CCB No. 103108197, CCB No. 103108198, CCB No. 103108199, CCB No. 1031081910, CCB No. 1031081911, CCB No. 1031081912, CCB No. 1031081913, CCB No. 1031081914, CCB No. 1031964410, CCB No. 1031964411, CCB No. 1031964412, CCB No. 1031964413, CCB No. 1031964414,	III	R\$1,429,247,435.10	R\$1,433,463,269.14	R\$1,433,463,269.14

⁶⁹ Refers to 2,000 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

			103.19.213,	CCB	No.			
			103.19.214,	CCB	No.			
			103.19.644,	CCB	No.			
			103.19.645,	CCB	No.			
			103108191,	CCB	No.			
			103108192,	CCB	No.			
			103108193,	CCB	No.			
			103192131,	CCB	No.			
			103192132,	CCB	No.			
			103192133,	CCB	No.			
			103192134,	CCB	No.			
			103192135,	CCB	No.			
			103192136,	CCB	No.			
			103192137,	CCB	No.			
			103192138,	CCB	No.			
			103192139,	CCB	No.			
			103192141,	CCB	No.			
			103192142,	CCB	No.			
			103192143,	CCB	No.			
			103192144,	CCB	No.			
			103192145,	CCB	No.			
			103192146,	CCB	No.			
			103192147,	CCB	No.			
			103192148,	CCB	No.			
			103192149,	CCB	No.			
			103196441,	CCB	No.			
			103196442,	CCB	No.			
			103196443,	CCB	No.			
			103196444,	CCB	No.			
			103196445,	CCB	No.			
			103196446,	CCB	No.			
			103196447,	CCB	No.			
			103196448,	CCB	No.			
			103196449,	CCB	No.			
			103196451,	CCB	No.			
			103196452,	CCB	No.			
			103196453,	CCB	No.			
			103196454,	CCB	No.			
			103196455,	CCB	No.			
			103196456,	CCB	No.			
			103196457,	CCB	No.			
			103196458,	CCB	No.			

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			103196459, CCB No. 103.192.13.10, CCB No. 103.192.13.11, CCB No. 103.192.13.12, CCB No. 103.192.13.14, CCB No. 103.192.13.13, #N/A, #N/A, #N/A, CCB No. 103156722				
RT ENDOWMENT MULTIMERCADO CRÉDITO PRIVADO FI	Americanas S.A.	None	CCB No. 1031081839	III	R\$10,353,463.94	R\$10,383,477.23	R\$10,383,477.23
ELIEZER MAX FI MM CP IE	Americanas S.A.	None	CCB No. 103108168	III	R\$1,035,346.39	R\$1,038,347.72	R\$1,038,347.72
ITAÚ FLEXPREV HIGH YIELD RF CP	Americanas S.A.	None	Private Indenture for the Fourteenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts	III	R\$14,632,379.22 ⁷⁰	R\$14,678,180.40	R\$15,076,557.23
			Private Indenture for the Fifteenth Issue of Simple Non- Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts		R\$390,000.00 ⁷¹	R\$398,376.83	
ITAÚ FLEXPREV CP ACTIVE FIX RF FI	Americanas S.A.	None	Private Indenture for the Fifteenth Issue of Simple Non- Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts	III	R\$4,877,617.07 ⁷²	R\$4,892,884.66	R\$25,450,560.30
			Private Indenture for the Fourteenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a		R\$20,000,000.00 ⁷³	R\$20,557,675.64	

⁷⁰ Refers to 1,428 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

⁷¹ Refers to 39 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

⁷² Refers to 479 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

⁷³ Refers to 2,000 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

			Single Series, for Public Distribution, with Restricted Efforts				
COMPANHIA ITAÚ DE CAPITALIZAÇÃO - CIA ITAUCAP	Americanas S.A.	None	Private Indenture for the Fourteenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts	III	R\$30,740,292.48 ⁷⁴	R\$30,836,513.53	R\$30,836,513.53
ITAÚ INST RF ACTIVE FIX CRÉDITO PRIVADO MASTER FI	Americanas S.A.	None	Private Indenture for the Fourteenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts	III	R\$8,576,541.60 ⁷⁵	R\$8,603,387.25	R\$8,603,387.25
Moneda Latinoamerica Deuda Local Fondo de Inversion	Americanas S.A.	None	Private Indenture for the Fifteenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts of Americanas S.A.; and Private Indenture of the Sixteenth Issue of Simple Non-Convertible Debentures, of the Unsecured Type, in a Single Series, for Public Distribution, with Restricted Efforts of Americanas S.A.	III	R\$17,525,126.30 ⁷⁶	R\$17,572,492.16	R\$17,572,492.16
					Total in Reais	R\$26,028,701,796.54	R\$24,292,219,171.16
					Total in Dollars	US\$475,542,864.55	US\$479,810,135.75

⁷⁴ Refers to 3,000 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

⁷⁵ Refers to 837 debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

⁷⁶ Refers to 14,262 Debentures. Amount according to the list presented by the Judicial Administration to ID No. 91827685 of the judicial reorganization.

Exhibit 1.1.146

Non-Litigation, Release and Waiver Commitment Instrument

[NAME], an entity existing under the Laws of [State/Country], with its principal place of business at [ADDRESS], enrolled with the [CPF/CNPJ]/Enrollment under No. [•], hereby, [individually / through its legal representative, Mrs. [•]], enrolled with the CPF/MF under No. [•]], in accordance with its bylaws, [in its own name and that of its Affiliates, successors, assignees, agents, representatives, consultants, advisors and representatives], in accordance with the representation documents attached hereto **(Exhibit I)** (“Adhering Exempt Party”, or simply “Exempt Party”), makes reference to the Judicial Reorganization Plan of Americanas Group (ID [--]), [approved by the General Meeting of Creditors held on [•].[•]., 2023, and approved by the Reorganization Court, according to the Plan Approval Decision issued under the Judicial Reorganization, under the terms of the LRF (ID [--]) (“Plan” or “PRI”). Capitalized terms without the respective definition in this Non-Litigation, Release and Waiver Commitment Instrument shall have the same meanings as set out in the Plan.

1. The Adhering Exempt Party, as identified above, as [Reference Shareholder / ARs Shareholders / Exempt Administrator], through this Non-Litigation, Release and Waiver Commitment Instrument, **(i)** expresses and ratifies for the due purposes and legal effects of its adherence to the Non-Litigation, Release and Waiver Commitment Instrument, under the terms of **Section 11.3 and subsections** of the Plan; as well as **(ii)** undertakes to do (or refrain from doing, as the case may be), on an irrevocable and irreversible basis, observing the Exclusions of the Non-Litigation Commitment set out in **Section 11.3.3** of the Plan, as well as preserving the rights referred to in **Sections 11.3.4 and 11.3.4.1** of the Plan, the following acts:

(a) within five (5) Business Days from the execution of this Non-Litigation, Release and Waiver Commitment Instrument, request the suspension or cause the suspension to be requested of all ongoing Actions against the other Exempt Parties until the occurrence of each Release Event applicable to each Exempt Party (“Actions Stay Request”), under the terms of **Section 11.3** of the Plan, or until the Termination of the Plan, under the terms of **Section 9** of the Plan (“Actions Stay Period”);

(b) refrain from initiating new Actions against any Exempt Party in any case, from the execution of this Non-Litigation, Release and Waiver Commitment Instrument or until the end of the Actions Stay Period or the Termination of the Plan, under the terms of **Section 9** of the Plan, whichever occurs first; and

(c) within five (5) days from verification of the occurrence of each Release Event applicable to each Exempt Party under the terms of **Section 11.3.5** of the Plan, **(i)** request the termination, through an individual or joint statement with the other Exempt Parties involved in the Actions, or request the termination of existing Actions in which they appear as plaintiff or claimant of the Action, with prejudice, at no cost to either party and with irrevocable waiver of the appeal period, under the terms of Article 487, III, “b” of the Code of Civil Procedure] (“Request for Termination of Actions”); and **(ii)** by means of a statement within the same successive period, expressly agree to all Requests for Termination of Actions made by Exempt Parties in which they appear as Defendant in the Action, in both cases in compliance with their Non-Litigation, Release and Waiver Commitment and provided that the other Exempt Parties are in compliance with their respective obligations under the Plan;

(d) make the payment **(d.1)** of the legal or administrative costs arising from or possibly necessary to promote the stay or termination of the Actions, under the terms of the Requests for Suspension of Actions or the Requests for Termination of Actions, respectively, including in terms of qualifications and credit challenges, as determined by the relevant Court; **(d.2)** of all contractual and/or loss fees due or set in favor of the respective attorney(s) appointed by the Exempt Party to sponsor the Action, even in the context of credit qualifications and challenges, in accordance with **Section 11.3.7** of the Plan;

(e) in cases of extinction of Existing Actions, for any reason, whether as a result of requests for suspension or requests for termination, even in the context of qualifications and credit challenges, make the best efforts to obtain the waiver from their respective attorneys to the right to loss fees and, in any

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case, without prejudice to the provisions of item (d) above and **Section 11.3.7. of the Plan**, hold each other harmless and reimburse the other Exempt Party, as applicable, for the amounts that may be charged and actually disbursed in relation to items **(d.1.)** and **(d.2.)** above, within a period of up to five (5) days from receipt of the notice sent to the respective Exempt Party informing of the charge and disbursement or on the date on which the charge becomes due, whichever occurs first, plus legal charges.

2. The Adhering Exempt Party, as identified above, further represents that (a) any legal or administrative costs and expenses already incurred by any Exempt Party shall be the responsibility of the respective Exempt Party and shall not be reimbursed by the other Exempt Parties, regardless of whatever the relevant Court may order; and (b) the amounts related to expert fees shall always be the responsibility of the Exempt Party requesting or authoring the Action and shall not be reimbursed by the other Exempt Parties.

3. The Adhering Exempt Party, on behalf of itself and its Affiliates, successors, assignees, agents, representatives, consultants, advisors and representatives, in any capacity, directly, immediately and automatically, *ipso facto*, without the need to perform any additional act, upon verification of the occurrence of the Release Events provided for in **Section 11.3.5** of the Plan, waives and grants full, broad, absolute, unconditional, irrevocable and irreversible release in favor of the other Exempt Parties, as applicable, in relation to their respective Credits and Actions, as well as any actions, interests, obligations, rights, actions, indemnities, causes of action, appeals and liabilities of any nature, whether known or unknown, settled or unliquidated, materialized or contingent, due or expiring, arising from any instrument and/or any legislation applicable in Brazil and/or any other jurisdiction (including securities market legislation) arising directly or indirectly from the acts, facts and circumstances disclosed in the Relevant Facts, as well as the respective Credits and the issue of securities by the Companies Under Reorganization in the financial and capital markets in Brazil or overseas ("Releases and Waivers").

3.1. The Releases and Waivers provided for in **Section 11.3.5** and subsections of the Plan and in item 3 of this Non-Litigation, Release and Waiver Commitment Instrument are subject to **(i)** the verification of the occurrence of the Release Events set out in **Section 11.3.5** of the Plan; and, when applicable, **(ii)** the adhesion and signature by the other Exempt Party that is a beneficiary of the Releases and Waivers of the respective Non-Litigation, Release and Waiver Commitment Instrument, under the terms of **Section 11.3.1** of the Plan.

4. The Adhering Exempt Party represents (i) to have received a copy of the Plan, the exhibits thereto and all accompanying documents; (ii) to be aware of and unrestrictedly agree with all clauses and conditions set out in the Plan, the exhibits thereto and other documents that accompany it; and (iii) that this Non-Litigation, Release and Waiver Commitment Instrument was signed by a duly authorized subscriber with powers to do so, pursuant to the representation documentation set out in **Exhibit I**.

5. This Non-Litigation, Release and Waiver Commitment Instrument is entered into on an irrevocable and irreversible basis, subject to the terms and conditions established herein, provided that it shall be automatically terminated and shall cease to produce any effects between and for the benefit of the Exempt Parties, if and when the Termination of the Plan is verified, in accordance with **Section 9 of the Plan**.

[INSERT PLACE AND DATE]

[NAME OF ADHERING EXEMPT PARTY // NAME OF LEGAL REPRESENTATIVE]

Exhibit 4.1.4

List of Relevant Assets of Americanas Group

(i) Corporate Interests

• *Direct Controlled Entities*

Corporate Name	CNPJ or Similar	Headquarters	Address	Equity Interest

	Document			
Uni.Co S.A.	15.825.887/0001-24	Brazil	Avenida Doutor Cardoso de Melo, No. 1,855, Suites 11, 12, 21 and 22, 1 st and 2 nd floors, Vila Olímpia, city of São Paulo, State of São Paulo, CEP 04548-903	70% of Americanas S.A. - Under Judicial Reorganization ⁷⁷
Submarino Finance Promotora de Crédito LTDA.	07.897.468/0001-70	Brazil	Rua Henry Ford, 643, (part), CEP. 06210-108, city of Osasco, State of São Paulo	100% of Americanas S.A. - Under Judicial Reorganization
ST Importações Ltda. - Under Judicial Reorganization	02.867.220/0001-42	Brazil	Rodovia SC-281, No. 2.951, Galgões 01 and 02, Picadas do Sul, São José/SC - CEP: 88.106-115	100% of Americanas S.A. - Under Judicial Reorganization
QSM Distribuidora e Logística Ltda.	08.060.852/0001-86	Brazil	Rua Campolino Alves, No. 300, room 207, Edifício Contibente Office Prime, Capoeira, Florianópolis/SC, CEP 88.085-110	100% of Americanas S.A. - Under Judicial Reorganization
BIT Services Inovação e Tecnologia LTDA	03.789.968/0001-37	Brazil	Rua Sacadura Cabral, No. 126, part, Saúde, CEP 20.081-262, in the City and State of Rio de Janeiro	100% of Americanas S.A. - Under Judicial Reorganization
Digital Finance Promotora Ltda.	19.179.007/0001-40	Brazil	Rua Sacadura Cabral, No. 102, Saúde, City of Rio de Janeiro, State of Rio de Janeiro, CEP 20081-902	99% of Americanas S.A. - Under Judicial Reorganization
Mesa Express Serviço de Informação na Internet S.A.	08.778.355/0001-18	Brazil	Rua Sacadura Cabral, No. 102, Saúde, City of Rio de Janeiro, State of Rio de Janeiro, CEP 20081- 902	100% of Americanas S.A. - Under Judicial Reorganization

⁷⁷ The purchase of the remaining shares (30%) may occur within three years from the purchase (i.e., July 2021), pursuant to a symmetric options agreement, which granted the Company a call option and the selling shareholders of Grupo Uni.co a put option. For more information, see the description of UPI Uni.Co in **Exhibit 7.2.1(ii)**.

Click - Rodo Entregas Ltda.	15.121.491/0009-53	Brazil	Avenida Henry Ford, No. 643, Galpão B, Presidente Altino, City of Osasco, State of São Paulo, CEP 06210-108	100% of Americanas S.A. - Under Judicial Reorganization
Supernow Portal e Serviços de Internet Ltda.	23.559.907/0001-90	Brazil	Rua Fidencio Ramos, No. 302, 1st floor, tower B, Vila Olímpia, City of São Paulo, State of São Paulo, CEP 04551-010.	100% of Americanas S.A. - Under Judicial Reorganization
B2W Rental S.A.	09.114.718/0001-83	Brazil	Rua Sacadura Cabral, No. 102, Saúde, City of Rio de Janeiro, State of Rio de Janeiro, CEP 20081-902	100% of Americanas S.A. - Under Judicial Reorganization
B2W DIGITAL LUX S. à. r. l. - Under Judicial Reorganization	39.850.361/0001-62	Luxembourg	16, rue Eugène Ruppert L-2453 Luxembourg	100% of Americanas S.A. - Under Judicial Reorganization
Ame Pay Cayman Ltd.	35.153.652/0001-40	Cayman Islands	89 Nexus Way, Camana Bay, Grand Cayman KYI-9009, Cayman Islands	100% of Americanas S.A. - Under Judicial Reorganization
Ame Holding LTDA	40.208.827/0001-00	Brazil	Rua Fidencio Ramos, No. 302, 1st floor, tower B, Vila Olímpia, City of São Paulo, State of São Paulo, CEP 04551-010.	99% of Americanas S.A. - Under Judicial Reorganization
BWU Comércio e Entretenimento S.A.	00.019.388/0001-72	Brazil	Rua Sacadura Cabral, No. 102, part, Saúde, City of Rio de Janeiro, State of Rio de Janeiro, CEP 20081-902.	100% of Americanas S.A. - Under Judicial Reorganization
Freijó Administração e Participações Ltda.	08.596.150/0001-11	Brazil	Rua Sacadura Cabral, No. 102, part, Centro, City of Rio de Janeiro, State of Rio de Janeiro, CEP	99.8% of Americanas S.A. - Under Judicial Reorganization

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

• **Indirect Controlled Entities**

Corporate Name	CNPJ or Similar	Headquarters	Address	Equity Interest

	Document			
AME Digital Brasil Instituição de Pagamento Ltda.	32.778.350/0001-70	Brazil	Rua Fidencio Ramos, No. 302, 1 st floor, tower B, Vila Olímpia, City of São Paulo, State of São Paulo, CEP 04551-010.	96.4% of AME Holding LTDA.
Ame Pay Delaware Holding LLC	35.153.653/0001-95	USA	251 Little Falls Drive, Wilmington, New Castle County, Delaware 19808,	100% AME PAY Cayman Ltd.
Ecolivery Courriers Ltda.	16.890.506/0001-53	Brazil	Rua Henry Ford, No. 643, sector part, Presidente Altino, City of Osasco, State of São Paulo, CEP 06210-103.	100% from Click - Rodo Entregas Ltda. ⁷⁸
Courriers Transportes Ltda.	29.386.039/0001-70	Brazil	Rua Porto Martins, No. 756, Brooklin, City of São Paulo, State of São Paulo, CEP 04570-140.	100% from Click - Rodo Entregas Ltda. ²
Eco Logística Ltda.	22.236.386.389/0001 - 01	Brazil	Rua Oliveira Fausto, nº28, Botafogo, CEP 22.280-090	100% from Click - Rodo Entregas Ltda. ²
BIT Capital S.A.	29.079.725/0001-07	Brazil	Rua Fidencio Ramos, 302, 1st floor, Tower B, part, CEP 04551- 010, City of São Paulo, State of São Paulo, CEP 04551- 010.	100% of Mesa Express Internet Information Service S.A. ²
Cheyney Financial S.A.	n/a	Uruguay	Calle Juncal 1305, Unidad 1604, Montevideo, Uruguay	100% Klanil Services LTD.
Auchal Investments S.A.	n/a	Uruguay	Calle Cesar Cortinas, 2037, Montevideo, Uruguay	100% Cheyney Financial S.A.

⁷⁸ Control structure reflects the split of Ame Digital Brasil Instituição de Pagamentos Ltda., in the approval process before the Central Bank of Brazil.

Americanas Delivery Tecnologia LTDA.	27.815.074/0001-32	Brazil	Avenida Nossa Senhora dos Navegantes, No. 955, room 504, 505 and 506, Torre A, Enseada do Suá, Vitória - ES, CEP 29050-335	100% of Supernow Portal e Serviços de Internet Ltda.
Nexoos do Brasil Tecnologia e Serviços Ltda.	23.265.773/0001-03	Brazil	Rua Fidencio Ramos, 302, 1st floor, Tower B, part, CEP 04551-010, City of São Paulo, State of São Paulo, CEP 04551-010.	100% of Mesa Express Internet Information Service S.A. ²
Nexoos do Brasil Gestão de Ativos Ltda.	27.266.759/0001-77	Brazil	Rua Fidencio Ramos, 302, 1st floor, Tower B, part, CEP 04551-010, City of São Paulo, State of São Paulo, CEP 04551-010.	100% owned by Nexoos do Brasil Tecnologia e Serviços Ltda.
ST Global Sourcing HK Limited	2917341	Hong Kong	Suite 2111, 21/F., Prudential Tower, The Gateway, Harbour City, 21 Canton Road, Tsimshatsui, Kowloon, Hong Kong	100% of ST Importações LTDA
Uni.co Comércio S.A.	00.399.603/0001-08	Brazil	Avenida Dr. Cardoso de Melo, No. 1855, 1st floor, room B, suites 11 and 12, Edifício Francisco Lopes, Vila Olímpia, City of São Paulo, State of São Paulo, CEP 0458-005.	100% of Uni.Co S.A.
Imaginarium Franchising Ltda.	01.232.051/0001-01	Brazil	Avenida Dr. Cardoso de Melo, No. 1855, 1st floor, suite 11/2, Vila Olímpia, City of São Paulo, State of São Paulo, CEP 04548-903.	100% of Uni.Co S.A.

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IMB Têxtil S.A.	58.500.398/0001-05	Brazil	Avenida Dr. Cardoso de Melo, No. 1855, 1st floor, Suites 11 and 12, Edifício Francisco Lopes, Vila Olímpia, City of São Paulo, State of São Paulo, CEP 04548-005.	100% of Uni.Co Comércio S.A.
Mone Gestão de Franquias e Participações Eireli ⁴	12.142.614/0001-97	Brazil	Avenida Mofarrej, No. 348, set 1,503, 15 th floor, room A, Vila Leopoldina, City of São Paulo, State of São Paulo, CEP 05311-000.	100% of IMB Têxtil S.A.
Uni.Co Hong Kong Limited	n/a	Hong Kong	Suites 2111-13, 21-F, Prudential Tower, The Gateway, Harbour City, 21 Canton Road, Tsimshatsui, Kowloon, Hong Kong	100% of Uni.Co Comércio S.A.
Uni.co (Shenzhhen) Co. Ltd.	n/a	China	Haide St, 3, block C. Nashan - Shenzhen - China	100% of Uni.Co Hong Kong Limited
Parati Crédito, Financiamento e Investimento S.A.	03.311.443/0001-91	Brazil	Avenida Nossa Senhora dos Navegantes, No. 955, room 504, 505E506, tower A, Enseada do Sua, City of Vitória, State of Espírito Santo, CEP 29050-335.	100% of AME Holding S.A.

• **Jointly Controlled Entities**

Corporate Name	CNPJ or Similar Document	Headquarters	Address	Equity Interest
Vem Conveniência S.A.	42.538.886/0060-21	Brazil	Avenida Jamaris, No. 451, Planalto Paulista, City of São Paulo, State of São Paulo, CEP 04078-001.	Americanas S.A. - Under Judicial Reorganization and by Vibra Energia S.A., both with 50% stakes ⁷⁹ .

⁷⁹ As disclosed in the Notice of Material Fact dated June 23, 2023, a Partnership Termination Agreement was entered into by and between Americanas S.A. - Under Judicial Reorganization and Vibra Energia S.A. See Exhibit 4.1.6 for more information.

• **Affiliates**

Corporate Name	CNPJ or Similar Document	Headquarters	Address	Equity Interest
Extrafruti S.A. Comércio de Hortifrutigranjeiros	06.175.064/0001-00	Brazil	Avenida Mário Gurgel, No. 5468, store PP1 01A, 01B, 28B, 29B, Vila Capixaba, City of Cariacica, State of Espírito Santo, CEP 29145-906.	10% of Americanas S.A. - Under Judicial Reorganization
Vcognition Technologies, Inc.	n/a	US	215 Fremont St, Ste 1 San Francisco, CA 94105. USA	1.32% of Americanas S.A. - Under Judicial Reorganization

(ii) **Trademarks and Licenses**

Name	Type	Holder	Registration number
Americanas	Name	Americanas S.A.	919039693
Submarino	Name	Americanas S.A.	829849742
Shoptime	Name	Americanas S.A.	818747269
Lojas Americanas	Name	Americanas S.A.	919041426
Americanas <i>Express</i>	Name	Americanas S.A.	825386179
Ame Go	Name	Americanas S.A.	918685877
Hortifruti Natural da Terra ⁸⁰	Name	Americanas S.A.	915243482
Ame Digital	Name	Americanas S.A.	914545620
Local Americanas	Name	Americanas S.A.	914651625
Imaginarium	Mixed	Uni.Co Comércio S.A.	831107677
MinD	Mixed	Uni.Co Comércio S.A.	911142622
Puket ⁸¹	Name	Uni.Co Comércio S.A.	825473381
LoveBrands ⁸²	Name	Uni.Co Comércio S.A.	904451577

(iii) **Other assets**

• **Americanas S.A. Business Units - Under Judicial Reorganization**

Business Unit	Composition
HNT	Hortigil Hortifruti S.A., IF Capital Ltda., Natural Administradora de Cartões de Crédito S.A., Natural da Terra Comércio Varejista Hortifruti Ltda., Natural da Terra Hortifruti Ltda. and Horti Frutti Corujas Ltda. were merged into Americanas S.A. - Under Judicial Reorganization, in September 2022. The composition of HNT's assets is described in Exhibit 7.2.1.(i) .

⁸⁰ The business unit of Hortifruti Natural da Terra was purchased on November 1, 2021, and merged in September 2022.

⁸¹ The trademark in enrolled with INPI under the name "MONE GESTÃO DE FRANQUIAS E PARTICIPAÇÕES LTDA."

⁸² The trademark in enrolled with INPI under the name "IMAGINARIUM FRANCHISING S.A."

LET's	Logistics collection incorporated from Direct Express Logística Integrada S.A. and BFF Logística e Distribuição Ltda. by Americanas S.A. - Under Judicial Reorganization, in September 2022
BSeller	Backoffice software as a service for third-party e-commerce management and operation
Hydra	Point of Sale (POS) System proprietary to Americanas S.A. - Under Judicial Reorganization
Digital platform	This is a copy of the source code of the Digital Platform of Americanas S.A. - Under Judicial Reorganization.
Portal B2B	This is a copy of the source code of the Digital Platform of Americanas S.A. - Under Judicial Reorganization.
Site Blindado	Platform for checking website security against intrusions, malware infections, theft of information and credit card numbers

Exhibit 4.1.6

Corporate Reorganizations

Corporate Name	CNPJ or Similar Document	Intended Transaction
Skoob Books 3D Serviços de Internet Ltda.	17.967.011/0001-48	Americanas S.A. - Under Judicial Reorganization may sell the company or, alternatively, merge or dissolve and liquidate it.
Skoob Comércio Varejista de Livros e Papelaria Ltda.	29.362.090/0001-42	Americanas S.A. - Under Judicial Reorganization may sell the company or, alternatively, merge or dissolve and liquidate it.
Americanas Delivery Tecnologia Ltda.	27.815.074/0001-32	Americanas S.A. - Under Judicial Reorganization, indirect controlling shareholder of Americanas Delivery Tecnologia Ltda., may make the sale, via its direct subsidiary Supernow Portal e Serviços de Internet Ltda., of 100% of the company's shares or, alternatively, the company shall be merged into Supernow or Americanas S.A. - Under Judicial Reorganization.
IF Ventures Ltda.	48.962.835/0001-59	Americanas S.A. - Under Judicial Reorganization may merge or dissolve and liquidate the company.
Freijó Administração e Participações Ltda.	08.596.150/0001-11	Americanas S.A. - Under Judicial Reorganization may merge or dissolve and liquidate the company.
B2W Rental S.A.	09.114.718/0001-83	Americanas S.A. - Under Judicial Reorganization may merge or dissolve and liquidate the company.
Mesa Express Serviço de Informação na Internet S.A.	08.778.355/0001-18	Americanas S.A. - Under Judicial Reorganization may merge or dissolve and liquidate the company.
QSM Distribuidora e Logística Ltda.	08.060.852/0001-86	Americanas S.A. - Under Judicial Reorganization may carry out a partial spin-off, the spun off assets of which shall consist of the Equity Interest held on QSM Distribuidora e Logística Ltda. shall be merged into another Company under Reorganization, preferably ST Importações Ltda. - Under Judicial Reorganization.

Digital Finance Promotora Ltda.	19.179.007/0001-40	Americanas S.A. - Under Judicial Reorganization may merge or dissolve and liquidate the company.
Americanas Lux S.à.r.l	2021 2473 643	Americanas S.A. - Under Judicial Reorganization may merge or dissolve and liquidate the company.
LASA Inc.	n/a	Americanas S.A. - Under Judicial Reorganization may merge or dissolve and liquidate the company.
JSM Global S.à.r.l	39.332.623/0001-05	Americanas S.A. - Under Judicial Reorganization may merge or dissolve and liquidate the company.
B2W Digital Lux S.à.r.l	39.850.361/0001-62	Americanas S.A. - Under Judicial Reorganization may merge or dissolve and liquidate the company.
Klanil Services LTD	n/a	Americanas S.A. - Under Judicial Reorganization may make the sale of 100% of the company's shares or, alternatively, the company may be merged or dissolved and liquidated.
Louise Holdings Limited	n/a	Americanas S.A. - Under Judicial Reorganization may make the sale of 100% of the company's shares or, alternatively, the company may be merged or dissolved and liquidated.
Cheyney Financial S.A.	n/a	Americanas S.A. - Under Judicial Reorganization, the indirect controlling shareholder of Cheyney Financial S.A., may make the sale, via its direct subsidiary Klanil Services LTD, of 100% of the company's shares or, alternatively, the company may be merged or dissolved and liquidated.
Auchal Investments S.A.	n/a	Americanas S.A. - Under Judicial Reorganization, the indirect controlling shareholder of Auchal Investments S.A., may promote the sale, via its direct subsidiary Klanil Services LTD, of 100% of the company's shares or, alternatively, the company may be merged or dissolved and liquidated.
Vem Conveniência S.A.	42.538.886/0060-21	Under the terms of the Partnership Termination Agreement between Americanas S.A. - Under Judicial Reorganization ("Americanas") and Vibra Energia S.A. ("<u>Vibra</u>") on June 23, 2023, a disproportionate partial spin-off of Vem shall be carried out ("<u>Spin-Off</u>"), with the spun off assets - comprising assets and liabilities related to the "BR Mania" small retail stores – being merged into a new company formed by Vibra ("<u>BR Mania Company</u>"). As a result of the Spin-off, (i) all of the shares issued by Vem held by Vibra shall be cancelled; and (ii) Americanas shall receive a certain number of shares issued by Sociedade BR Mania, which shall subsequently be fully acquired by Vibra. Upon completion, (i) Americanas shall fully own the shares issued by Vem, which shall be the company that owns the "Local" small retail stores; and (ii) Vibra shall hold all the shares issued by Sociedade BR Mania, which shall hold the "BR Mania" small retail stores. Americanas shall change the corporate name of Vem Conveniência

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		S.A., whose brand shall now be used exclusively by Sociedade BR Mania. After the Spin-off, Americanas S.A. - Under Judicial Reorganization shall be able to merger the company.

Exhibit 6.2.2.1

Reverse Auction Notice

AUCTION NOTICE FOR ADVANCE PAYMENT OF UNSECURED CLAIMS BY OFFERING A DISCOUNT

AUCTION NOTICE FOR ADVANCE PAYMENT OF UNSECURED CLAIMS BY OFFERING A DISCOUNT (“Reverse Auction”) issued in the records of Judicial Reorganization under No. 0803087-20.2023.8.19.0001 (“Judicial Reorganization”) of AMERICANAS S.A. – UNDER JUDICIAL REORGANIZATION, a publicly-traded company enrolled with the CNPJ/MF under No. 00.776.574/0006-60, with its principal place of business at Rua Sacadura Cabral, No. 102, District of Saúde, CEP 20081-902 (“Americanas” or “Company”); B2W DIGITAL LUX S.À.RL - UNDER JUDICIAL REORGANIZATION, a limited liability company based in Luxembourg at 14 Rue Edward Steichen, L-2540 (“B2W”); JSM GLOBAL S.À.RL - UNDER JUDICIAL REORGANIZATION, a limited company based in Luxembourg at 14 Rue Edward Steichen, L-2540 (“JSM”); and ST IMPORTAÇÕES LTDA - UNDER JUDICIAL REORGANIZATION, enrolled with CNPJ/MF under No. 02.867.220/0001-42, with its principal place of business at ROD SC 281, No. 2951, Galpão 1 and 2, Picada do Sul, São José, State of Santa Catarina (“ST” and, together with Americanas, B2W and JSM, referred to as “Americanas Group” or “Companies under Reorganization”). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Judicial Reorganization Plan of Americanas Group under ID No. [x], as submitted under the Judicial Reorganization records and approved by the Judicial Reorganization Court according to decision under ID No. [•] (“Judicial Reorganization Plan”).

The Judge of the 4th Corporate Court of the Judicial District of the Capital City of the State of Rio de Janeiro (“Judicial Reorganization Court”), Mr. PAULO ASSED ESTEFAN, in accordance with the Law, MAKES IT KNOWN that, under the terms set out in **Section 6.2.2 and subsections** of its Judicial Reorganization Plan, Americanas Group shall hold the Reverse Auction on [=] [=], 2024, under the terms described below and according to the conditions established in this Notice and in Americanas Group Judicial Reorganization Plan:

1. Purpose of the Reverse Auction: The purpose of the Reverse Auction shall be the advance payment of all or part of the Unsecured Claims held by the Unsecured Creditors of Americanas Group who intend to attend the Reverse Auction under the terms of this Notice and Americanas Group’s Judicial Reorganization Plan, and that have offered, for that purpose, a discount of no less than seventy percent (70%) on the amount of Unsecured Claim offered by the respective Unsecured Creditor in the context of the Reverse Auction (“Minimum Discount”). For the avoidance of doubt, Unsecured Creditors who intend to attend the Reverse Auction may elect to attend the Reverse Auction by offering all or only part of their Unsecured Claims, at their sole discretion.

2. Requirements for Participation in the Reverse Auction. All Unsecured Creditors who **(i)** have adhered to and are in compliance with their Non-Litigation, Settlement and Renunciation Commitment provided for in **Section 11.3** and subsections of the Judicial Reorganization Plan may attend the Reverse Auction; **(ii)** register on the website (described in item (4) of this Notice), submit the Qualification Form (described in item (4) of this Notice) and are ultimately considered qualified by the Judicial Administrator to attend the Auction Reverse; **(iii)** offer a discount not lower than the Minimum Discount on the offered value of their Unsecured Claims so that they can, if they win the Reverse Auction, receive in advance the offered part of their Unsecured Claims with the Offered Discount in the context of the Reverse Auction; and **(vi)** have their claims duly listed in the List of Creditors or, when applicable, in the List of Creditors - Payments, including under the name of their Fiduciary Agent/Trustee/Securitization Company, as applicable. In case of discrepancy between the

Unsecured Claim of the respective Creditor listed in the List of Creditors – Payment, and the one listed in the List of Creditors, the one listed in the latter (List of Creditors - Payment) shall prevail, even for the purposes of attending the Reverse Auction.

3. Reverse Auction Amount: Pursuant to **Section 6.2.2.2** of the Judicial Reorganization Plan, Americanas Group shall make available the aggregate amount of two billion *Reais* (**R\$2,000,000,000.00**), adjusted by the accumulated variation (provided that it is positive) of the IPCA index, between the date of Approval of the Plan and the date of the Reverse Auction (“Reverse Auction Amount”), for the payment of Unsecured Claims held by the Unsecured Creditors considered winners of the Reverse Auction, under the terms of item (7) below.

4. Expression of Interest to Attend the Reverse Auction. Unsecured Creditors who are interested in participating in the Reverse Auction and meet all the requirements set out in item (2) above shall register by completing and submitting an expression of interest and qualification form (“Qualification Form”), which is available at the electronic address [=], until [=] [=], 2024 (“Qualifying Creditor(s)”).

5. Qualification Form. The Qualification Form shall contain the information and fields necessary for the Qualifying Creditor to: (i.a) submit the documents that demonstrate (x) the powers of the signatory of the Qualification Form to represent the Qualifying Creditor, including copies of the necessary corporate acts and instruments of representation and, when applicable, in compliance with the provisions of item (5.1) below, submission of certified translations for documents in a foreign language is waived and, for the qualification form, the submission of the respective non-certified translations shall be sufficient, and (y) in the case of Capital Market Financial Creditors, communication to the respective Fiduciary Agent/Trustee/Securitization Company, as applicable, expressly stating their interest in attending individually in the reverse auction and the exact quantity of securities (debentures or bonds) that shall be offered within the scope of the Reverse Auction, or (i.b) take advantage of the documentation previously submitted to the judicial administrator for the purposes of attending the AGC or for the purposes of individualizing its Capital Market Financial Claim, if applicable; (ii) include contact details (telephone, email and physical address) and bank details for payment (Bank, branch, checking account, PIX, CNPJ/CPF, name of the Beneficiary, IBAN (when applicable) and Swift/BIC (when applicable)), provided that the Capital Market Financial Creditor shall also include the contact details of its Fiduciary Agent/ Trustee, as applicable, and the custody account within the securities settlement and trading system; (iii) inform the aggregate amount of Unsecured Claims held thereby, and, in the case of Capital Market Financial Creditors, submit documents demonstrating the ownership of such Unsecured Claims; (iv) declares to be aware of and agree with the Non-Litigation, Release and Waiver Commitment provided for in **Section 11.3** and subsections of the Judicial Reorganization Plan; (v) accurately provide the amount (partial or total) of its Unsecured Claim that shall be offered for attending the Reverse Auction, provided that, if the Qualifying Creditor holds Capital Market Financial Claims, the Qualifying Creditor shall provide an entire amount of securities that shall be offered in the Reverse Auction, accompanied by the custody statement issued by the custodian or entity registering the assets (e.g.: B3 and Euroclear), in case it is not possible to provide fractional quantities (“Offered Claim”); (vi) accurately provide the discount percentage on the Offered Claim for attending the Reverse Auction, which shall be uniform for the entire Offered Claim, provided that it is not lower than the Minimum Discount (“Offered Discount”).

5.1 Each Financial Creditor who holds Capital Market Financial Claims and who intends to attend the Reverse Auction shall complete and submit the Qualification Form individually and independently, be it an investment fund, institution, or individual or legal entity of any nature, directly or through a representative, subject to the terms of items (4) and (5) above, even if its Claim has been listed in the List of Creditors under the name of the respective Fiduciary Agent/Trustee/Securitization Company, provided that, as applicable, it has previously communicated to the respective Fiduciary Agent/Trustee/Securitization Company its intention to attend the Reverse Auction. For the avoidance of doubt, (i) the expression of interest and qualification to attend the Reverse Auction shall only bind such amount of the Capital Market Financial Claims held by the respective Financial Creditor; and (ii) Capital Market Financial Creditors may attend the Reverse Auction regardless of whether they have individualized their Capital Market Financial Claims for voting purposes in the AGC under the terms of

the Notice of Breakdown of Creditors Investing Debt Securities Issued by Americanas Group (ID No. 67799726), provided that the qualification procedure provided for in this Notice is observed.

5.2 Trading Restriction. Capital Market Financial Creditors may not sell, assign, encumber or in any way transfer the securities subject to the Offered Claims: (i) if they are considered Winning Creditors, under the terms of item 7 below, until payment of the Winning Bids; or (ii) if they are not considered Winning Creditors, until the disclosure of the Winning Creditors in the Judicial Reorganization records, in accordance with item 7 below, except in the event of verification of any Termination Condition provided for in Section 9.1 of the Plan during the aforementioned period of trading restriction.

6. Confirmation of Qualification. After submission of the Qualification Forms and completing the qualification procedure, the Judicial Administrator shall verify compliance with the Qualification Forms submitted and the completeness of the documents and information set out in item (5) above. In case the Judicial Administrator considers the documentation submitted by the Qualifying Creditor in its Qualification Form to be incomplete, the Judicial Administrator shall inform the respective Qualifying Creditor of the pending documents and shall grant a period of two (2) days so that the Qualifying Creditor may resolve pending issues reported by the Judicial Administrator. In case the Qualifying Creditor fails to resolve all pending issues listed by the Judicial Administrator within the period set therefor, the Qualifying Creditor's attendance of the Reverse Auction shall be rejected, provided that such refusal to attend the Reverse Auction shall not affect the receipt of the Unsecured Claims held by of the Qualifying Creditor under the terms of the valid and timely option elected for payment of its Unsecured Claims, as provided for in Sections 6.2 and subsections of the Judicial Reorganization Plan. After the period set out above has elapsed to resolve any pending issues, the Judicial Administrator shall submit a list in the Judicial Reorganization records by [•] containing the names of the Qualifying Creditors qualified to attend the Reverse Auction ("Qualified Creditors").

7. Result of the Reverse Auction. The winner(s) of the Reverse Auction ("Winning Creditor(s)") shall be considered the Qualified Creditor(s) who submit(s) the highest Offered Discount on the amount of its Offered Claim, subject to the provisions of **Sections 6.2.2.6, 6.2.2.7, 6.2.2.8 and 6.2.2.9** of the Judicial Reorganization Plan and the other requirements and conditions set out in this Notice ("Winning Bid(s)"). At the end of the Reverse Auction, the Judicial Administrator shall proclaim the Winning Bid(s) and shall submit by [•], in the Judicial Reorganization records, a list containing the result of the Reverse Auction, containing the final cascade of payments based on the terms of each of the proposals submitted and the aggregate amount of the Offered Claims that shall be paid up to the limit of the Reverse Auction Amount ("Apportionment Ratios"). The Company shall inform the Fiduciary Agents of the Apportionment Ratios of the Capital Market Financial Creditors that have been included in the Reverse Auction.

8. Apportionment Rules. In case more than one Unsecured Creditor is declared a Winning Creditor holding a Winning Bid in the Reverse Auction (i.e., they have submitted an identical bid with the highest Offered Discount on the Offered Claims), and if the Reverse Auction Amount is not sufficient for full payment (considering the discounts offered within the scope of the Reverse Auction) of all Winning Bids, advance payment shall be made on a pro rata basis to the Winning Bids of the Reverse Auction due to having offered the same Offered Discount, observing the Minimum Discount and, in any case, limited to the balance of the respective Offered Claims.

9. In the event that there is any remaining balance of the Reverse Auction Amount after the effective full payment (considering the discounts offered within the scope of the respective Reverse Auction) of all Winning Bids in the Reverse Auction under the terms of **Section 6.2.2.6** of the Reorganization Plan Judicial, the respective remaining balance of the Reverse Auction Amount shall be used by the Companies Under Reorganization to pay the Unsecured Claims offered by the other bidders, following the payment cascade of the Apportionment Ratios and on a *pro rata basis*, in the event of a tie.

10. Payment of the Winning Bid(s). The Companies Under Reorganization shall make payment of the Winning Bid(s) and other Offered Claims, observing the Apportionment Ratios, by the Closing Date - Restructuring Option II, provided that, in the case of Capital Market Financial Creditors, upon payment of the Reverse Auction, the securities included in the Winning Bids are, by virtue of this

Notice, transferred to the Companies Under Reorganization that under this Notice undertake to: (i) cause such securities that are not considered as outstanding securities, and are no longer entitled to any type of payment or apportionment that may be made upon issuance; (ii) adopt all necessary measures to cancel the acquired securities; and (iii) refrain from receiving any possible amount due to the securities acquired.

11. Payment of the Balance of Unsecured Claims. After payment by all Unsecured Creditors winning the Reverse Auction, subject to the Apportionment Ratios, any remaining balances of the Offered Claims that are not fully included in the Reverse Auction shall be paid under the terms of the option elected by the respective Unsecured Creditors for payment of its Unsecured Claims, in accordance with the respective Sections of the Reorganization Plan.

12. Unused Reverse Auction Balance. In the event that (i) there is no winner, and the conditions set out in **Section 6.2.2.6** of the Judicial Reorganization Plan are observed, or (ii) there is still some remaining balance of the Reverse Auction Amount after the effective payment of the Offered Claims of all the Reverse Auction participants who observed the Minimum Discount, subject to the provisions of **Sections 6.2.2.7 and 6.2.2.8** of the Judicial Reorganization Plan and in items (8) to (10) above, the respective balance of the Reverse Auction Amount (“Unused Reverse Auction Balance”) shall be part of the Funds Allocated to Repurchase and be specifically and mandatorily used by the Companies Under Reorganization to pay any Option II Unsecured Claims Remaining Balance under the terms of **Section 6.2.6.4** of the Judicial Reorganization Plan, with such Balance of the Unused Reverse Auction Amount shall be adjusted by the accumulated variation (provided that it is positive) of the IPCA index, from the date of the Reverse Auction until its actual disbursement by the Companies Under Reorganization for payment of any Option II Unsecured Claims Remaining Balance under the terms of **Section 6.2.6.4** of the Judicial Reorganization Plan.

13. Reverse Auction Basis. The amount of the Unsecured Claim to be considered for offer purposes in the context of the Reverse Auction shall always correspond to the full amount (or part thereof) contained in the List of Creditors or, when applicable, in the List of Creditors - Payments, without a discount or of any other effect arising from the restructuring options and other forms of novation of Unsecured Claims provided for in the Plan.

This Notice shall be construed in conjunction with the terms and conditions of the Judicial Reorganization Plan. In the event of any divergence between the provisions of this Notice and the provisions of the Judicial Reorganization Plan, the Judicial Reorganization Plan shall prevail.

And, in order to reach interested parties and produce the intended effects, this Notice is issued, which shall be transferred to case No. 0803087-20.2023.8.19.0001, from where the notices provided for in this Notice shall be issued, as well publication in the Official Gazette of the State of Rio de Janeiro and posted in the usual place and published in accordance with the Law.

Exhibit 6.2.3

Instrument of Adhesion of Option for Creditors with Unsecured Claims up to R\$12,000.00

To:

Americanas S.A.

To the attention of the Judicial Reorganization Group

Rua Sacadura Cabral, 102, Saúde

Rio de Janeiro, Rio de Janeiro, Brazil,

CEP: 20081-902

With a copy to the Judicial Administration

Via Creditor Portal - <https://portalcredor.americanas.io>

RE: Instrument of Adhesion of Option for Creditors with Unsecured Claims up to R\$12,000.00

- Judicial Reorganization Plan of Americanas Group

We refer to the Judicial Reorganization Plan of Americanas Group approved at the General Meeting of Creditors held on [=] and approved by the Reorganization Court on [=] (“**Plan**”). Capitalized terms not defined in this Instrument of Adhesion (“**Instrument**”) shall have the meanings ascribed thereto in the Plan.

In compliance with the provisions of **Section 6.2.3** of the Plan, [insert name/corporate name of Creditor]___, enrolled with the CPF/CNPJ under number [insert document number]___, with address at_[insert creditor’s address]_, hereby [individually / through a legal representative] [insert name of legal representative if applicable] ___, enrolled with the CPF/ME No.__(“**Creditor**”), as **Creditor with Unsecured Claims up to R\$12,000.00**, represents, for all due purposes, in particular for the purposes of the Plan, that (i) it is aware of, agrees with and is in compliance with its Non-Litigation, Release and Waiver Commitment provided for in **Section 11.3** of the Plan, and (ii) of its own free will, elects and agrees to receive payment of the aggregate amount of its respective Unsecured Claims in accordance with **Section 6.2.3**.

Creditor represents and acknowledges to Americanas Group and anyone who may be interested, for all legal purposes, that, upon payment of the aggregate amount of its respective Unsecured Claims under the terms of **Section 6.2.3** of the Plan, Americanas Group shall owe nothing further to Creditor in any capacity or at any time in relation to all of its Unsecured Claims, provided that proof of such financial transaction shall serve as proof of full, irrevocable and irreversible release, upon receipt of all of their Unsecured Claims.

Finally, by submitting this Instrument, Creditor expressly expresses its unrestricted and unreserved agreement with all the clauses and conditions set out in the Plan and the exhibits thereto. Creditor ratifies all the effects of the Plan and the exhibits thereto in relation thereto and its Unsecured Claim, so that the execution and submission of this Instrument implies the irrevocable and irreversible acceptance of all the terms of the Plan.

For the purposes of **Section 12.2** of the Plan, Creditor indicates the following bank details for payment of its Unsecured Claims under the terms of **Section 6.2.3**:

Bank:

Bank Code:

Branch:

Checking Account:

Pix:

CNPJ/CPF:

Beneficiary:

IBAN (for deposits in foreign currency): _ [if applicable]

Swift/BIC (for deposits of foreign currency): _ [if applicable]

[INSERT PLACE AND DATE]

[NAME OF CREDITOR // NAME OF LEGAL REPRESENTATIVE]

Exhibit 6.2.4.1

Instrument of Adhesion of Option for Creditors with Unsecured Claims above R\$12,000.00

To:

Americanas S.A.

To the attention of the Judicial Reorganization Group

Rua Sacadura Cabral, 102, Saúde
Rio de Janeiro, Rio de Janeiro, Brazil,
CEP: 20081-902

With a copy to the Judicial Administration

Via Creditor Portal - <https://portalcredor.americanas.io>

RE: Instrument of Adhesion of Option for Creditors with Unsecured Claims above R\$12,000.00 - Judicial Reorganization Plan of Americanas Group

We refer to the Judicial Reorganization Plan of Americanas Group approved at the General Meeting of Creditors held on [=] and approved by the Reorganization Court on [=] (“Plan”). Capitalized terms not defined in this Instrument of Adhesion (“Instrument”) shall have the meanings ascribed thereto in the Plan.

In compliance with the provisions of **Section 6.2.4.1** of the Plan, [insert name/corporate name of Creditor]__, enrolled with the CPF/CNPJ under number [insert document number]__, with address at [insert creditor’s address]_, hereby [individually / through a legal representative] [insert name of legal representative if applicable] __, enrolled with CPF/ME No.__(“Creditor”), as **Creditor with Unsecured Claims above R\$12,000.00**, represents, for all due purposes, in particular for the purposes of the Plan, that (i) it is aware of, agrees with and is in compliance with his Non-Litigation, Release and Waiver Commitment provided for in **Section 11.3** of the Plan, (ii) of its own free will, elects and agrees to receive payment of the aggregate amount of twelve thousand *Reais* (R\$12,000.00) in accordance with **Section 6.2.4**, and (iii) hereby waives the right to receive payment of the amounts of its Unsecured Claim that exceeds twelve thousand *Reais* (R\$12,000.00).

Creditor represents and acknowledges to Americanas Group and anyone who may be interested, for all legal purposes, that, upon payment of the aggregate amount of R\$12,000.00 under the terms of **Section 6.2.4** of the Plan, Americanas Group shall owe nothing further to the Creditor in any capacity or at any time in relation to all of its Unsecured Claims, under the terms of the waiver described above, provided that proof of such financial transaction shall serve as proof of full, irrevocable and irreversible release, in relation to all of its Unsecured Claims.

Creditor hereby elects for the secondary payment method [provide secondary payment method] as set forth in Section [provide reference] of the Plan, according to the instrument of adhesion provided in an exhibit to this Instrument [include instrument of adhesion for the elected secondary modality], in the event that the Funds Allocated to Unsecured Claims up to R\$12,000.00 are not sufficient to pay all Creditors holding Unsecured Claims above R\$12,000.00 that elect to have their claims restructured under the terms of **Section 6.2.4**, and Creditor is granted payment of the aggregate amount of twelve thousand *Reais* (R\$12,000.00).

Finally, by submitting this Instrument, Creditor expressly expresses its unrestricted and unreserved agreement with all the clauses and conditions set out in the Plan and the exhibits thereto. Creditor ratifies all the effects of the Plan and the exhibits thereto in relation thereto and its Unsecured Claim, so that the execution and submission of this Instrument implies the irrevocable and irreversible acceptance of all the terms of the Plan.

For the purposes of **Section 12.2** of the Plan, Creditor provides the following bank details for payment of its Unsecured Claims under the terms of **Section 6.2.4**:

Bank:

Bank Code:

Branch:

Checking Account:

Pix:

CNPJ/CPF:

Beneficiary:

IBAN (for deposits in foreign currency): _ [if applicable]

Swift/BIC (for deposits in foreign currency): _ [if applicable]

[INSERT PLACE AND DATE]

[NAME OF CREDITOR // NAME OF LEGAL REPRESENTATIVE]

Exhibit 6.2.5.1

Instrument of Adhesion for Restructuring Option I

To:

Americanas S.A.

To the attention of the Judicial Reorganization Group

Rua Sacadura Cabral, 102, Saúde

Rio de Janeiro, Rio de Janeiro, Brazil,

CEP: 20081-902

With a copy to the Judicial Administration

Via Creditor Portal - <https://portalcredor.americanas.io>

RE: Instrument of Adhesion to Restructuring Option I - Judicial Reorganization Plan of Americanas Group

We refer to the Judicial Reorganization Plan of Americanas Group approved at the General Meeting of Creditors held on [=] and approved by the Reorganization Court on [=] ("Plan"). Capitalized terms not defined in this Instrument of Adhesion ("Instrument") shall have the meanings ascribed thereto in the Plan.

In compliance with the provisions of **Section 6.2.5.1** of the Plan, [insert name/corporate name of the Creditor]_, enrolled with the CPF/CNPJ under number [insert document number]_, with address at_[insert creditor's address]_, hereby [individually / through a legal representative] [insert name of legal representative if applicable], enrolled with the CPF under number [insert document number] ("Creditor"), as **Unsecured Creditor**, represents, for all due purposes, in particular for the purposes of the Plan, which, of its own free will, elects to receive payment of its respective Unsecured Claims, including the Balance of Option I Unsecured Claims - Post Reverse Auction after the eventual payment provided for in the **Section 6.2.2 and subsections** of the Plan, in accordance with the terms and conditions set out in **Section 6.2.5 and subsections** (Restructuring Option I).

Creditor represents and acknowledges to Americanas Group and anyone who may be interested, for all legal purposes, that, upon payment under the terms of **Section 6.2.5 and subsections** of the Plan, Americanas Group shall owe nothing further to Creditor in any capacity or at any time in relation to all of its Unsecured Claims, provided that proof of such financial transaction shall serve as proof of full, irrevocable and irreversible release in relation to all of its Unsecured Claims.

Finally, by submitting this Instrument, Creditor expressly expresses its unrestricted and unreserved agreement with all the clauses and conditions set out in the Plan and the exhibits thereto. Creditor ratifies all the effects of the Plan and the exhibits thereto in relation thereto and its Unsecured Claim, so that the execution and submission of this Instrument implies the irrevocable and irreversible acceptance of all the terms of the Plan.

For the purposes of **Section 12.2** of the Plan, Creditor provides the following bank details for payment of its Unsecured Claims under the terms of **Section 6.2.5**:

Bank:

Bank Code:

Branch:

Checking Account:

Pix:

CNPJ/CPF:

Beneficiary:

IBAN (for deposits in foreign currency): _ [if applicable]

Swift/BIC (for deposits in foreign currency): _ [if applicable]

[INSERT PLACE AND DATE]

[NAME OF CREDITOR // NAME OF LEGAL REPRESENTATIVE]

Exhibit 6.2.6

Instrument of Adhesion for Restructuring Option II

To:

Americanas S.A.

To the attention of the Judicial Reorganization Group

Rua Sacadura Cabral, 102, Saúde

Rio de Janeiro, Rio de Janeiro, Brazil,

CEP: 20081-902

With a copy to the Judicial Administration

Via Creditor Portal - <https://portalcredor.americanas.io>

RE: Instrument of Adherence to Restructuring Option II - Judicial Reorganization Plan of Americanas Group

We refer to the Judicial Reorganization Plan of Americanas Group approved at the General Meeting of Creditors held on [=] and approved by the Reorganization Court on [=] ("Plan"). Capitalized terms not defined in this Instrument of Adhesion ("Instrument") shall have the meanings ascribed thereto in the Plan.

In compliance with the provisions of **Section 6.2.6** of the Plan, [insert name/corporate name of Creditor]_, enrolled with the CPF/CNPJ under number [insert document number]_, with address at [insert creditor's address]_, hereby [individually / through a legal representative] [insert name of legal representative if applicable]_, enrolled with the CPF under number [insert document number]_ ("Creditor"), as **Unsecured Creditor**, represents, for the appropriate purposes, in particular for the purposes of the Plan, that (i) it is aware of, agrees with and is in compliance with its Non-Litigation, Release and Waiver Commitment provided for in Section **11.3** of the Plan, and (ii) of its own free will, elects to receive payment of its respective Unsecured Claims, including the Balance of Option II Unsecured Claims - Post Reverse Auction, after the payment provided for in **Section 6.2.2 and subsections** of the Plan, in accordance with the terms and conditions set out in **Section 6.2.6 and subsections** (Restructuring Option II).

Pursuant to **Section 6.2.6.2** of the Plan, the Creditor, by submitting this Instrument, represents to be fully aware of, and automatically and unrestrictedly, irrevocably and irreversibly adhere to the Creditor Lock-Up Agreement pursuant to Exhibit **6.2.6.2** to the Plan, whose effectiveness shall begin immediately after completion of the Restructuring Capital Increase and the delivery to the Creditor of

the Claims Capitalization New Shares and respective Subscription Warrants, and hereby commits to comply with all terms and conditions thereof.

[Creditor represents that it qualifies as a Capital Market Financial Creditor, as provided for in the Plan and, in this condition, shall not undertake the commitment to grant Bank Guarantee or Surety Bond Facilities under the terms and conditions described in Section 6.2.6.3.7 et seq.]

OR

[Creditor represents that it qualifies as a Bank Financial Creditor, as provided for in the Plan, and that it has no interest in undertaking the commitment to grant the Bank Guarantee or Surety Bond Facilities under the terms and conditions described in Section 6.2.6.3.7 et seq., and hereby irrevocably and irreversibly waive the right to voluntarily participate in such Bank Guarantee or Surety Bond Facilities.]

OR

**[EXCLUSIVELY FOR BANK FINANCIAL CREDITORS INTENDING TO PROVIDE
BANK GUARANTEE OR SURETY BOND FACILITIES]**

[Additionally, Creditor hereby represents that it qualifies as a Bank Financial Creditor, as provided for in the Plan and of its own free will hereby confirms its voluntary participation and its commitment, on an irrevocable and irreversible basis, to grant to the Americanas Group Bank Guarantee or Surety Bond Facility in the maximum *pro rata* amount calculated in accordance with Section 6.2.6.3.7], limited in any case to the maximum amount of R\$ _ [insert maximum amount of the Bank Guarantee or Surety Bond Facility that the Bank Financial Creditor is willing to grant, if so desired, always limited to the amount of its Unsecured Claim⁸³] of its Bank Financial Claim and to enter into the respective Bank Guarantee or Surety Bond Facility until the Closing Date - Restructuring Option II, under the terms and conditions described in Section 6.2.6.3.7 et seq., with which Creditor represents to be aware and agree with. Creditor acknowledges that, if Americanas Group decides to use the respective Bank Guarantee or Surety Bond Facility under the terms of the Bank Guarantee or Surety Bond Facility Agreement, and Creditor fails to comply with the respective obligation undertaken, it shall be subject to the penalties provided for in the Plan.]

Creditor represents and acknowledges to Americanas Group and anyone who may be interested, for all legal purposes, that, upon payment under the terms of Section 6.2.6 and subsections of the Plan, Americanas Group shall owe nothing further to Creditor in any capacity or at any time in relation to all of its Unsecured Claims, provided that proof of such financial transaction shall serve as proof of full, irrevocable and irreversible release in relation to all of its Unsecured Claims. For the avoidance of doubt, the release of the obligations set out in the Americanas Debenture Indenture shall only occur upon payment.

Finally, by submitting this Instrument, Creditor expressly expresses its unrestricted and unreserved agreement with all the clauses and conditions set out in the Plan and the exhibits thereto. Creditor ratifies all the effects of the Plan and the exhibits thereto in relation thereto and its Unsecured Claim, so that the execution and submission of this Instrument implies the irrevocable and irreversible acceptance of all the terms of the Plan.

For the purposes of Section 12.2 of the Plan, Creditor provides the following bank details for payment of its Unsecured Claims under the terms of Section 6.2.6:

Bank:

⁸³ Note: the statement of maximum amount (i) is not applicable to Financial Creditors Banks that are signatories to the PSA, and (ii) is optional for Financial Creditors Banks that are not signatories to the PSA that elect for voluntary participation in the granting of Bank Guarantee or Surety Bond Facility. Financial Creditors Banks that are signatories to the PSA and that do not elect to provide a maximum amount shall **not** include the following section in the Instrument of Adhesion: “[, limited, in any case, to the maximum amount of R\$ _ [insert maximum amount of the Bank Guarantee or Surety Bond Facility that the Financial Creditor Bank is willing to grant, if it so intends, always limited to the amounts of its Unsecured Claim]”.

Bank Code:

Branch:

Checking Account:

Pix:

CNPJ/CPF:

Beneficiary:

IBAN (for deposits in foreign currency): _ [if applicable]

Swift/BIC (for deposits in foreign currency): _ [if applicable]

[INSERT PLACE AND DATE]

[NAME OF CREDITOR // NAME OF LEGAL REPRESENTATIVE]

Exhibit 6.2.6.2

Creditors Lock-Up Agreement

LOCK-UP AGREEMENT ON THE TRANSFER OF SHARES UNDER CONDITION PRECEDENT, OF AMERICANAS S.A. - UNDER JUDICIAL REORGANIZATION

This instrument, hereinafter referred to as the Lock-up Agreement on the Transfer of Shares under Condition Precedent, of Americanas S.A. - Under Judicial Reorganization (“Americanas” and “Agreement”) is an integral and indispensable part of the Judicial Reorganization Plan (“Plan” or “PRJ”) of Americanas and its subsidiaries B2W Digital Lux S.À.RL - Under Judicial Reorganization (“B2W”), JSM Global S.À.RL - Under Judicial Reorganization (“JSM”) and ST Importações Ltda. - Under Judicial Reorganization (“ST” and, together with Americanas, B2W and JSM, the “Americanas Group” or the “Companies under Reorganization”).

WHEREAS:

A. The Companies Under Reorganization filed a request for Judicial Reorganization under No. 0803087-20.2023.8.19.0001, before the 4th Corporate Court of the Judicial District of the Capital City of the State of Rio de Janeiro (“Reorganization Court” and “Judicial Reorganization”);

B. Under the terms and conditions set out in Sections 4.1.2 and 5 of the Plan, a proposal to increase Americanas’ capital shall be submitted to Americanas’ shareholders, through the issuance of new common shares (“New Shares”) and subscription warrants as additional advantage to subscribers (“Subscription Warrants”), in accordance with Articles 77, 170, paragraph 1, and 171, paragraph 2, of the Brazilian Corporation Law and other applicable legal provisions, in the minimum amount that enables the subscription and payment of New Shares (i) by the Reference Shareholders in Americanas, on a *pro rata* basis, for the amount of twelve billion *Reais* (**R\$12,000,000,000.00**), adjusted by the accrued positive variation of the IPCA index during the Restructuring Capital Increase Adjustment Period, in the country’s currency and through the capitalization of credits arising from DIP Financing for payment of New Shares, (ii) by Financial Creditors who have elected for Restructuring Option II (“Americanas Incoming Creditors”), on a *pro rata* basis, for an amount of up to twelve billion *Reais* (**R\$12,000,000,000.00**), equally adjusted by the accrued positive variation of the IPCA index during the Capital Increase Adjustment Period, through capitalization of the Balance of Option II Unsecured Claims - Post Reverse Auction, as necessary to pay in New Shares (“Claims Capitalization New Shares”), and (iii) by shareholders holding common shares issued by Americanas outstanding at the time of the Restructuring Capital Increase who express an interest in exercising their respective preemptive right provided for in Article 171 and paragraph 2 thereof, of the Corporation Law (“Capital Increase Restructuring”);

C. Each Americanas Incoming Creditor shall be entitled to receive Subscription Warrants attributed free of charge as an additional advantage, in the proportion of one (1) Subscription Warrant for each

group of three (3) common shares issued by Americanas subscribed in the Capital Increase - Restructuring, considering that such Subscription Warrants shall grant their holders the right to receive new common shares of Americanas, upon payment of one cent of *Real* (R\$0.01) for each new common share issued due to the exercise of each Subscription Warrant, subject to the provisions of **Section 5.1.6** of the Plan;

D. The provisions and obligations set forth in this instrument are fully known in advance to the Americanas Incoming Creditors;

E. As provided for in **Section 6.2.6.2** of the Plan, the Americanas Incoming Creditors agree and are bound, immediately and automatically, irrevocably and irreversibly, without the need to perform any additional act, with all the terms and conditions set forth in this Agreement and in adhering to this Agreement, which shall govern restrictions on (i) circulation, transfer and encumbrance of Claims Capitalization New Shares; and (ii) circulation, transfer, encumbrance and exercise of the respective Subscription Warrants, which they become holders of after the completion of the Restructuring Capital Increase.

CHAPTER I

DEFINITIONS AND INTERPRETATION

1.1. Definitions. Capitalized terms and expressions in this Agreement shall have the meanings ascribed thereto in Exhibit 1.1. Capitalized terms that are not specifically defined throughout this Agreement or in Exhibit 1.1 to this Agreement shall have the meanings ascribed thereto in the Plan Definitions, which are incorporated herein by reference for all purposes.

1.2. Interpretation. Americanas Incoming Creditors agree that: (i) the headings and titles of the clauses of this Agreement are provided for convenience of reference only and shall not limit or affect the meaning of the clauses, paragraphs or items to which they apply; (ii) whenever required by the context, the definitions set out in this Agreement shall apply in both the singular and plural, and the masculine gender shall include the feminine and vice versa; (iii) references to any documents or other instruments include all their amendments, substitutions and consolidations and respective complements, unless expressly provided otherwise; (iv) unless otherwise expressly provided in this Agreement, references to Chapters, Sections, Items or Exhibits apply to chapters, clauses, items and exhibits of this Agreement; (v) except as otherwise expressly set forth in this Agreement, all references to Americanas Incoming Creditors shall include their successors and authorized assignees in any capacity; (vi) the use of the terms “including” and other similar terms in this Agreement followed by any generic statement, term or matter may not be construed to limit such statement, term or matter to the specific items or matters inserted immediately following such word — as well as similar items or matters — but shall instead be considered to refer to all other items or matters that could reasonably be included within the broadest possible scope of such statement, term or matter, and such terms shall always be read as if they were accompanied by the term “without limitation”; (vii) the “Recitals” of this Agreement are considered to be an integral part of this Agreement; (viii) all Exhibits to this Agreement constitute an integral part of the Agreement, and in the event of any conflict between the provisions of this Agreement and its respective Exhibits, the provisions of this Agreement shall prevail; (ix) references to legislation or legal provisions shall be construed as references to legislation or legal provisions as respectively amended or restated or as the application thereof is modified from time to time (whether prior to or subsequent to this Agreement); and (x) all deadlines provided for in this Agreement shall be counted excluding the day of beginning and including the day of expiration, in accordance with article 132 of the Brazilian Civil Code, provided that all deadlines established in this Agreement that end on Days that are not Business Days shall be automatically extended to the first subsequent Business Day.

CHAPTER II

PURPOSE, SHARES, BOUND SUBSCRIPTION WARRANTS AND GENERAL OBLIGATIONS

2.1. Purpose. The purpose of this Agreement is the binding of Americanas Incoming Creditors to the

restrictions on the Transfer and Encumbrance of the Bound Shares (as defined in Section 2.2 below), as well as the Transfer, Encumbrance and exercise of the Bound Subscription Warrants (as defined in Section 2.2 below), which they shall become holders of after the completion of the Restructuring Capital Increase.

2.2. Bound Shares and Bound Subscription Warrants. Subject to this Agreement are (i) thirty-three point thirty-three percent (33.33%) of the Claims Capitalization New Shares, and one hundred percent (100%) of the Subscription Warrants delivered to each of the Americanas Incoming Creditors on the date of completion of the Restructuring Capital Increase; and (ii) thirty-three point thirty-three percent (33.33%) of all new shares issued by Americanas and held by each of the Americanas Incoming Creditors that may become so in the future, but since that during the term of this Agreement, due to the ownership of their respective Claims Capitalization New Shares due to any type of corporate reorganization, including, but not limited to, as a result of conversion, bonus, split, grouping, incorporation (including shares), merger, spin-off or other type of corporate reorganization, as well as through the acquisition of preemptive and/or subscription rights for shares or other securities issued by Americanas (“Bound Shares” and “Bound Subscription Warrant”).

2.3. Adhesion of Unsecured Creditors. It is hereby agreed that, when electing for the Restructuring Option II by executing an instrument of adhesion contained in the draft included in Exhibit 6.2.6 of the PRJ, the Option II Restructuring Creditors automatically, unconditionally and irrevocably adhere to the terms and conditions of this Agreement for all legal purposes and effects, and irrevocably and irreversibly assume all rights and obligations provided for in this Agreement. For purposes of clarity, upon adhesion to this Agreement, the Financial Creditors who become Americanas Incoming Creditors after the Restructuring Capital Increase shall be considered as “Shareholders” of Americanas and “Parties” to this Agreement and for all its purposes and effects, or individually “Shareholder” and “Party.”

2.4. Compliance with the Agreement. Each of the Americanas Incoming Creditors undertakes, by itself or through its representatives or agents, to comply with any and all provisions of this Agreement, throughout its term of validity. Americanas shall not register, consent or ratify, and Americanas Incoming Creditors undertake to ensure that Americanas does not register, consent or ratify any Transfer of its Bound Shares and/or Transfer or exercise of its Bound Subscription Warrants in violation of the terms and conditions of this Agreement.

CHAPTER III

RESTRICTIONS ON THE TRANSFER, ACQUISITION AND ADMISSION OF BOUND SHARES AND BOUND SUBSCRIPTION WARRANTS

Section I - Lock-Up and Release

3.1. Lock-Up. Provided the Companies Under Reorganization are in compliance with the obligations undertaken in the Plan and the ARs, the Shareholders of the ARs and their Signatory Affiliates and Assignees (as defined in the Plan Support Agreement) are in compliance with their obligations set forth in Sections 3.4 and 3.5 of the Plan Support Agreement. In support of the Plan, the Americanas Incoming Creditors shall not be able to Transfer or Encumber their respective Bound Shares nor Transfer, Encumber or exercise their respective Bound Subscription Warrants, in any events or circumstances, except (i) to their Affiliates (which shall automatically be bound by this Agreement and all terms and conditions hereof); or (ii) with the prior and express consent of Americanas, for certain third parties (who, in this case, shall be automatically bound by this Agreement and all terms and conditions hereof) and only if the respective Americanas Incoming Creditor fails to obtain an economic benefit in the Transfer or Encumbrance to a specific third party, up to a period of three (3) years from the date of Approval of the Plan (“Lock-Up Period”), subject to the event of partial release of Bound Shares and Bound Subscription Warrants provided for in Section 2 below. Any Transfer or Encumbrance of Bound Shares or any Transfer, Encumbrance or exercise of Bound Subscription Warrants, in any capacity, in violation of the provisions of this Agreement shall be considered null and void.

3.2. Release of Lock-Up Bound Shares. The Bound Shares shall be released from the Lock-Up obligation as follows: (i) on the last Business Day of each semester counting from the date of Approval of the Plan (each half of a year shall be “Intermediate Lock-Up Period”), each of the Americanas Incoming Creditors shall be released from the Lock-Up by Bound Shares equal to 6.67% of the Claims Capitalization New Shares delivered thereto, and so on (in each case, the “Intermediate Lock-Up Released Shares”); and (ii) at the end of the Lock-Up Period, any remaining balance of Bound Shares not released in accordance with this Agreement shall be fully released (“Final Lock-Up Released Shares”) which, together with the “Intermediate Lock-Up Released Shares” shall be the “Released Shares”), automatically binding Americanas in both cases to take all applicable measures to effect the respective release with the Bookkeeping Agent within ten (10) days from the end of the Intermediate Lock-Up Period or Lock-Up Period, as applicable.

3.2.1. After the Lock-Up Period has elapsed, the existing Released Shares may be sold freely and without observing the limits, procedures and conditions set forth in this Agreement.

3.2.2. At the end of each Intermediate Lock-Up Period or Lock-Up Period, an Americanas Incoming Creditor intending to release its Released Shares may, individually, at any time and without the need for the consent of the other Shareholders or Americanas, request to the depository institution for the book-entry shares of Americanas (“Bookkeeping Agent”), upon declaration, under its sole responsibility, that the procedures of this Agreement are observed, the formalization of the release of the respective Bound Shares from the Lock-Up obligation by executing the documents requested to effect the respective release with the Bookkeeping Agent.

3.2.3. Americanas undertakes to (i) sign and/or deliver documents and information that may be required by the Bookkeeping Agent to enable the release of Released Shares under the terms of this Section 3.2, and (ii) use its best efforts for that purpose in a timely manner, should it arise if necessary, and in any case within ten (10) days from a request in this regard.

3.3. Release of Lock-Up Bound Subscription Warrants. The Subscription Warrants shall be released from the Lock-Up obligation only at the end of the Lock-Up Period, provided that, in this case, Americanas Incoming Shareholders shall be able to exercise their respective Subscription Warrants within ninety (90) days from the date of end of the Lock-Up Period, as provided for in Section 5.1.6 of the Plan.

3.4. For the avoidance of doubt, Exhibit 3.4 of this Agreement provides for examples of the release of Bound Shares and Subscription Warrants from the Lock-Up obligation.

Section II - Preemptive Right and Encumbrance of Bound Shares

3.5. Prohibition on the Assignment of Preemptive Rights for Subscription. During the Lock-up Period, the private assignment, in any capacity and at any time, of preemptive rights to subscribe to shares and/or securities issued by Americanas convertible into shares, granted under the Brazilian Corporation Law (including the provisions of its article 171) that are held by Shareholders due to the Bound Shares and/or Bound Subscription Warrants.

3.6. Involuntary Encumbrance of Bound Shares. In the event that the Bound Shares of any of the Americanas Incoming Creditors are subject to any judicial restriction, blocking, seizure, embargo, injunction or preliminary injunction, action, freezing of assets and/or other form of involuntary Encumbrance arising from a claim of any nature, whether or a judicial, administrative or arbitration nature (“Judicial Restriction”), the Americanas Incoming Creditor holding the Bound Shares subject to such Encumbrance shall use commercially reasonable efforts to release the Bound Shares from the Judicial Restriction, and in any case within thirty (30) days from the date on which the respective Americanas Incoming Creditor is summoned regarding a specific Judicial Restriction.

CHAPTER IV

TERM AND TERMINATION

4.1. Validity. The effectiveness of this Agreement is subject to the actual completion of the

Restructuring Capital Increase, under the terms of the Plan (“Condition Precedent”). As soon as the Restructuring Capital Increase is actually implemented, through the delivery of the Claims Capitalization New Shares and respective Subscription Warrants to the Americanas Incoming Creditors, free and clear of any Lien or administrative or judicial challenge, this Agreement shall become effective automatically, without the need for any additional action by the Parties (“Initial Effective Date”).

4.1.1. The expressions “the date of this Agreement,” “this date,” “the date hereof” and expressions of similar import shall be considered as referring to the Initial Effective Date, unless otherwise expressly provided herein.

4.2. This Agreement shall remain in effect (i) until full termination of the Plan Support Agreement; or (ii) until the end of the Lock-Up Period, whichever occurs first

CHAPTER V

APPLICABLE LAW AND DISPUTE RESOLUTION⁸⁴

5.1. Applicable Law. This Agreement shall be governed by and construed in accordance with the Laws of the Federative Republic of Brazil.

5.2. Jurisdiction. The judicial district of the City of Rio de Janeiro, State of Rio de Janeiro, is hereby elected, with the express exclusion of any other, however special or privileged it may be, to settle any and all disputes, controversies, questions, doubts or divergences relating directly or indirectly to this Agreement, or to any exhibit or document related to the Agreement.

CHAPTER VI

FILING AND REGISTRATION

6.1. Records and Approvals. This Agreement shall be filed at the headquarters of Americanas, which shall be required to comply herewith and refrain from carrying out any act in violation of the terms and conditions set forth herein.

6.2. This Agreement shall be registered by Americanas in Americanas Share Register and in the Bookkeeping Agent’s own documents, in the manner and for the purposes set out in article 40, II, of the Brazilian Corporation Law.

CHAPTER VII

GENERAL PROVISIONS

7.1. Notices and Communications. All notices, consents, requests and other communications provided for in this Agreement shall only be considered valid and effective if they are in written form and are sent by registered letter, return receipt requested, or by express delivery service to the party to be notified, at the addresses specified below:

To each Americanas Incoming Creditor:

At the address set out in the respective Option II Restructuring Instrument of Adhesion

If to Americanas:

Rua Sacadura Cabral, 102, Saúde

Rio de Janeiro - RJ, Brazil

CEP: 20081-902

Attn.: Judicial Reorganization Group

7.1.1. Either Party may change the address to which notice shall be sent by written notice to Americanas in accordance with this Section 7.1, and with respect to this provision, notice shall be

deemed received only upon acknowledgment of such receipt by Americanas.

7.2. Entire Agreement. This Agreement is the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior agreements, understandings, representations or warranties, negotiations and discussions, whether oral or written, between the Parties, with respect to the matters set out herein.

7.3. Severability. In case any provision of this Agreement is held to be void, voidable, invalid or unenforceable, no other provision of this Agreement shall be affected as a consequence thereof, and therefore the remaining provisions of this Agreement shall remain in full force and effect as if such void, voidable, invalid or unenforceable provision was not contained in this Agreement.

7.4. Specific Performance. The Parties undertake to comply, formalize and perform their obligations always in strict compliance with the terms and conditions established in this Agreement. The Parties hereby acknowledge and agree that all obligations undertaken or that may be imposed under the terms of this Agreement are subject to specific performance in accordance with the Code of Civil Procedure, without prejudice to cumulative losses and damages being charged by the Party in they have to bear them as a result of failure to comply with the obligations agreed upon herein. The Parties do not waive any action or measure (including recovery of damages) to which they are entitled at any time. The Parties expressly admit and undertake to specifically comply with their obligations and accept court orders or any other similar acts.

7.5. Irrevocable and Irreversible Agreement. Except as provided herein, this Agreement is entered into on an irrevocable and irreversible basis, and shall be binding upon the Parties, their heirs and permitted successors in any capacity.

7.6. Assignment. Unless otherwise provided herein, this Agreement, the rights and obligations arising therefrom, or the respective contractual position, may not be assigned and/or transferred, in whole or in part, by either Party without the prior and express written consent of Americanas.

7.7. Amendments. This Agreement may not be amended, altered or modified except upon written approval by Americanas and Americanas Incoming Creditors.

7.8. Waiver. The failure by either Party to exercise any of its rights, or the failure to enforce any of the terms or conditions of this Agreement shall not be considered a waiver of such rights, nor shall it prevent either Party from asserting or exercising any such rights.

7.9. Severance. In case any provision of this Agreement is held to be void, voidable, invalid, unenforceable or ineffective, no other provision of this Agreement shall be affected as a consequence thereof, and therefore the remaining provisions of this Agreement shall remain in full force and effect as if such void, voidable provision, invalid, unenforceable or ineffective was not contained in this Agreement.

7.10. Fiscal Responsibility. Except as otherwise provided for in this Agreement, each Party is responsible for the full and timely payment of any and all Taxes that are or shall be levied on the achievement of the purpose of this Agreement, and to which Party, in the legal capacity of taxpayer of the tax relationship, the payment of the aforementioned Taxes is attributed.

Exhibit 1.1

Definitions

“Affiliate” means, with respect to a given Person, any other Person who is, directly or indirectly, a Controlled Entity, Controlling Entity, or company under common Control. For the purposes of this Agreement, any investment funds managed thereby and/or managed by other Affiliates of such management company shall also be considered Affiliates of Shareholders that are investment fund management companies.

“Government Authority” means any (i) federal, national, supranational, state, provincial, local or similar government; (ii) body, department, office, council, committee, commission, agency, autarchy, entity or

other governmental authority with regulatory, supervisory, legislative, judicial or administrative functions; or (iii) other body, department, office, council, committee, commission, agency, autarchy, entity, including self-regulatory entities, exercising any statutory, administrative, executive, judicial, legislative, political, regulatory or fiscal authority or power, such as, for example, ANBIMA and B3.

“B3” means B3 S.A. - Brasil, Bolsa, Balcão, or any entity that succeeds it.

“Code of Civil Procedure” means Law No. 13.105, dated March 16, 2015, as amended;

“Control” has the meaning ascribed thereto in the Plan.

“Business Day” has the meaning ascribed thereto in the Plan.

“Law” has the meaning ascribed thereto in the Plan.

“Corporation Law” means Law No. 6.404, dated December 15, 1976, as amended from time to time.

“LRF” means Law No. 11.101, dated February 9, 2005, as amended from time to time.

“Lien” (or “Encumber” or related terms) means any lien, action, charge, mortgage, pledge, alienation or fiduciary assignment, option, preference agreement, right of acquisition, right of first offer, right of first refusal for purchase, right of first refusal for subscription, right of joint sale, right to compel joint sale, right of conversion, right of exchange, and other restrictions on transfer of any nature, or other agreements or commitments, of any nature, establishing the purchase, issuance or sale of securities, voting agreements, shareholder agreements, or any other encumbrance, restriction, limitation or right of third parties of any nature (except for Liens created as a result of this Agreement).

“Party” means the Companies Under Reorganization and any and all Financial Creditors who adhere to this Agreement due to the election of Restructuring Option II provided for in the Plan for restructuring their Financial Claims.

“Person” has the meaning ascribed thereto in the Plan.

“Transfer” (including derivatives thereof, such as “Transfer” and “Transferred”) means, in relation to the Bound Shares and/or Bound Subscription Warrants, as well as the rights and obligations attributed to such shares (or the right to subscribe and/or purchase such Bound Shares and/or securities convertible into such Bound Shares and/or Bound Subscription Warrants), the sale, assignment, transfer, payment, donation, rental, transfer of ownership or possession in any capacity, the transfer to the capital of another company or Person, or any other form of transfer (or promise of transfer) (even via merger, spin-off, incorporation, incorporation of shares, capital reduction or other form of corporate reorganization), whether voluntarily or involuntarily, whether directly or indirectly. For clarification purposes, unless expressly provided otherwise in this Agreement, the term “indirectly” or “indirectly” is intended to prevent business or operations whose main purpose is to circumvent the rules for the transfer of Bound Shares provided for in this Agreement, therefore encompassing businesses and operations carried out above the level of Americanas Incoming Creditors, involving companies or other Persons whose assets and/or investments are composed solely or substantially of Bound Shares issued by Americanas.

“Tax” means all taxes, contributions, tariffs or similar charges of any nature, whether federal, state or municipal, including licensing fees, IR (Income Tax), ICMS (Tax on Operations Relating to the Circulation of Goods and Provisions of Services), II (Import Tax), IE (Export Tax), IPI (Tax on Industrialized Products), ISS (Tax on Services of Any Nature), IPTU (Urban Property and Land Tax), ITR (Rural Property Tax), ITBI (Tax on the Transfer of Real Estate), ITCMD (Cause of Mortis and Donation Transfer Tax), IPVA (Tax on Motor Vehicle Ownership), IOF (Tax on Financial Transactions), CSLL (Social Contribution on Net Income), COFINS (Contribution for Social Security Financing), PIS (Social Integration Program), social security contributions and other social contributions, intervention contributions in the economic domain and improvement contribution, as well as other taxes and contributions (including those that may be created, increased or instituted), and also including all interest, penalties and additional obligations levied on such amounts.

Exhibit 3.4

Examples of Release of Bound Shares and Bound Subscription Warrants

% of instruments subject to Lock-up	Shares	Subscription Warrant	Shares + Subscription Warrant
At the time of issue	33.33%	100.00%	50.00%
After 6 months of PRJ approval	26.67%	100.00%	45.00%
After 12 months of PRJ approval	20.00%	100.00%	40.00%
After 18 months of PRJ approval	13.33%	100.00%	35.00%
24 months after approval of the PRJ	6.67%	100.00%	30.00%
After 30 months of PRJ approval	0.00%	100.00%	25.00%
After 36 months of approval of the PRJ	0.00%	0.00%	0.00%

Exhibit 6.2.6.3

Americanas Debenture Indenture

ANBIMA self-regulation

Trustee

PRIVATE INDENTURE OF THE [TWENTIETH] ISSUE OF SIMPLE NON-CONVERTIBLE DEBENTURES OF THE UNSECURED TYPE, TO BE CONVERTED INTO COLLATERAL, WITH ADDITIONAL PERSONAL GUARANTEE, IN FOUR SERIES, FOR PUBLIC DISTRIBUTION, IN ACCORDANCE WITH THE AUTOMATIC DISTRIBUTION REGISTRATION PROCEDURE OF AMERICANAS S.A. – UNDER JUDICIAL REORGANIZATION

by and between

AMERICANAS S.A. – UNDER JUDICIAL REORGANIZATION

as Issuer

and

[•]

as Trustee, representing the community of Debentureholders

and also, as intervening consenting parties,

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

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

ST IMPORTAÇÕES LTDA. – UNDER JUDICIAL REORGANIZATION

PRIVATE INDENTURE OF THE [TWENTIETH] ISSUE OF SIMPLE NON-CONVERTIBLE DEBENTURES OF THE UNSECURED TYPE, TO BE CONVERTED INTO COLLATERAL, WITH ADDITIONAL PERSONAL GUARANTEE, IN FOUR SERIES, FOR PUBLIC DISTRIBUTION, IN ACCORDANCE WITH THE AUTOMATIC DISTRIBUTION REGISTRATION PROCEDURE OF AMERICANAS S.A. – UNDER JUDICIAL REORGANIZATION

By this private instrument:

AMERICANAS S.A. – UNDER JUDICIAL REORGANIZATION, a corporation registered as a publicly-held company with the Brazilian Securities Commission (the “**CVM**”), with principal place of

business in the city of Rio de Janeiro, State of Rio de Janeiro, at Rua Sacadura Cabral, 102, Part, Saúde, CEP 20081-902, enrolled the National Corporate Taxpayers Register of the Ministry of Finance (the “CNPJ/MF”) under No. 00.776.574/0006-60 and with the Commercial Registry of the State of Rio de Janeiro (the “JUCERJA”) under NIRE 3330029074-5, represented herein in accordance with its bylaws by its legal representative(s) duly authorized and identified on the signature pages hereof (the “Issuer” or “Company”); and

[•], a financial institution authorized to operate by the Central Bank, with principal place of business in the city of [•], enrolled with the CNPJ/MF under No. [•], represented herein by its legal representative(s) duly authorized and identified on the signature pages hereof, as representative of the holders of the Debentures (as defined below) (the “Trustee”);

with the Issuer and the Trustee hereinafter jointly referred to as “Parties” and each individually and without distinction as a “Party,”

and furthermore, as intervening consenting parties,

B2W DIGITAL LUX S.À.R.L. – UNDER JUDICIAL REORGANIZATION, a limited liability company with principal place of business in Luxembourg, at 14 Rue Edward Steichen, L-2540 (“B2W”);

JSM GLOBAL S.À.R.L. – UNDER JUDICIAL REORGANIZATION, a limited liability company with principal place of business in Luxembourg, at 14 Rue Edward Steichen, L-2540 (“JSM”); and

ST IMPORTAÇÕES LTDA. – UNDER JUDICIAL REORGANIZATION, a limited liability company enrolled with the CNPJ/MF under No. 02.867.220/0001-42, with principal place of business at ROD SC 281, Sheds 1 and 2, Picada do Sul, São José, State of Santa Catarina (“ST” and, together with B2W and JSM, the “Guarantors” and, together with the Issuer, the “Americanas Group” or the “Companies Under Reorganization”);

Hereby, in the best form of law, execute this “*Private Indenture of the [Twentieth] Issue of Simple Non-Convertible Debentures of the Unsecured Type, to Be Converted Into Collateral, with Additional Personal Guarantee, in Four Series, for Public Distribution, in Accordance with the Automatic Distribution Registration Procedure of Americanas S.A. - Under Judicial Reorganization*” (the “Indenture”), in accordance with the following clauses and conditions.

Capitalized terms herein, whether singular or plural, shall have the meaning attributed to them in this Indenture, even after their use.

SECTION I AUTHORIZATION

1.1. Authorization for the Issue and Creation of the Personal Guarantee and Collateral

1.1.1. This Indenture is executed based on the resolutions of the Company’s Board of Directors at a meeting held on [•] [•], 2023 (the “RCA”), in accordance with the provisions of article 59 of Law No. 6.404 of December 15, 1976, as amended (the “Corporation Law”), with Law No. 6.385 of December 7, 1976 (the “Securities Exchange Act”), and with CVM Resolution No. 160 of July 13, 2022 (“CVM Resolution 160”), in which the following were resolved and approved: (i) the terms and conditions of the Issue (as defined below) and the Offering (as defined below), (ii) the creation by the Issuer of the Collateral (as defined below), in guarantee of the Secured Obligations (as defined below), and (iii) the express authorization to the Issuer’s management to perform all actions and take all measures necessary to formalize, implement, and administer the resolutions passed at the RCA, as well as the execution of any and all documents related to the Issue and the Offering, including, without limitation, the Indenture, the Distribution Agreement (as defined below), and any amendments to such instruments (if necessary), as well as to retain the service providers necessary for the implementation of the Issue and of the Offering, pursuant to article 59 of Law No. 6.404 of December 15, 1976, as amended (the “Corporation Law”), and in accordance with Law No. 6.385, of December 7, 1976, as amended, and with CVM Resolution 160.

1.1.2. With the exception of the RCA, no approval from ST partners is required.⁸⁵

SECTION II REQUIREMENTS

The [twentieth (20th)] issue of simple, i.e. non-convertible, debentures of the unsecured type, to be converted into collateral, [with additional personal guarantee], in four series, of the Issuer, for public distribution, in accordance with the automatic distribution registration procedure under CVM Resolution 160 (the “Issue,” the “Offering,” and the “Debentures,” respectively), shall be carried out in compliance with the following requirements:

2.1. Automatic Registration with the CVM

2.1.1. The Debentures shall be subject to public distribution, with the Offering being subject to the automatic registration procedure of a public offering for distribution of securities, without the need for prior analysis by the CVM or the ANBIMA (as defined below), under the terms of articles 25, 26, item XIV, and other provisions of CVM Resolution 160 and article 19 of the Securities Exchange Act and other applicable legal, regulatory and self-regulatory provisions, as it is a public offering (i) of non-convertible debentures and (ii) intended solely for the Issuer’s creditors, under the terms of the Issuer’s judicial reorganization plan approved by the court of the 4th Business COURT of the Judicial District of the Capital of the State of Rio de Janeiro on [•] (the “Reorganization Court” and the “Judicial Reorganization Plan,” respectively).

2.1.2. Pursuant to article 9, paragraph 1 of CVM Resolution 160, and in view of the registration procedure and the target audience adopted within the scope of the Offering, as per Section 2.1.1 above, (i) the Offering was exempted from the submission of a prospectus and sheet for its implementation, (ii) the CVM did not analyze the Offering documents, nor its terms and conditions, and (iii) the restrictions on trading Debentures provided for in CVM Resolution 160 and in Section 2.6.2 below shall be observed.

2.1.3. For the granting of registration of the offering in the automatic procedure, a request for automatic registration of the Offering was filed, in accordance with article 27 of CVM Resolution 160, upon submission of (a) the payment of the inspection fee, (b) an electronic offering application form completed through the registration system available on the CVM website, and (c) a declaration that the Issuer’s registration is up to date.

2.2. Filing of the RCA with the Commercial Registry of the State of Rio de Janeiro and Publication of the RCA

2.2.1. The minutes of the RCA shall be filed with JUCERJA and shall be published in the newspaper [Valor Econômico – National Edition], in accordance with the Corporation Law.

2.2.1.1. The Issuer shall, after filing the RCA, send an electronic (PDF) copy to the Trustee, containing the JUCERJA registration stamp within five (5) Business Days.

2.3. Registration by the Brazilian Financial and Capital Markets Association

2.3.1. The Offering shall also be registered with the Brazilian Financial and Capital Markets Association (the “ANBIMA”) within fifteen (15) days from the date of publication of the notice of the closing of the distribution of the Offering (the “Closing Notice”), under the terms of article 20, item I, and article 25 of the “Public Offerings Code.”

2.4. Filing of this Indenture and any Amendments with the Commercial Registry of the State of Rio de Janeiro and with the Registry of Deeds and Documents

2.4.1. This Indenture and any amendments shall be filed with the JUCERJA, as provided in article 62, item II and paragraph 3 of the Corporation Law.

⁸⁵ **Note to draft:** wording to be confirmed upon review of the articles of association of ST. Usual clause for limited liability companies, where approval is usually granted by the execution of the Indenture itself.

2.4.1.1. The Issuer undertakes to send to the Trustee one (1) electronic (PDF) copy containing the stamp of registration with the JUCERJA of this Indenture and any amendments duly filed with the JUCERJA, within five (5) Business Days after obtaining the aforementioned registrations.

2.4.2. Additionally, under the terms of article 129 of Law No. 6.015 of December 31, 1973, as amended, due to the Personal Guarantee (as defined below), the Issuer shall also submit this Indenture and any amendments for registration, within five (5) Business Days from the date of execution of this Indenture and/or any amendments, as the case may be, at the Registry of Deeds and Documents at the headquarters of the Issuer, the Trustee, and ST (the “Relevant Registries”). The Issuer shall obtain the registration of this Indenture and any amendments thereto at the Relevant Registries within [twenty] ([20]) days from execution, extendable for [thirty] ([30]) days exclusively in the event of a process of registration or receipt of requirements by the Relevant Registries and as long as the Issuer is meeting any requirements formulated in a timely manner.

2.4.2.1. The Issuer undertakes to send to the Trustee one (1) electronic (PDF) copy containing the digital registration seal and one (1) original copy of this Indenture and any amendments, by the Relevant Registries, within five (5) Business Days from the date of registration by the respective Relevant Registry.

2.5. Creation of the Collateral

2.5.1. Pursuant to Section 4.16 below, the Collateral shall be duly created within [twelve] ([12]) [months] counted from the date of approval of the Judicial Reorganization Plan, upon compliance with the conditions and formalities set out in the Collateral Agreement, including the registration of the Collateral Agreement with the relevant Registries of Deeds and Documents located at the domiciles of each of the parties to the Collateral Agreement (“Relevant Registries – Collateral”) and the annotations in the applicable registration books, under the terms of such instruments.

2.5.1.1. The Issuer shall (i) obtain registration of the Collateral Agreement or any amendments thereto with the Relevant Registries – Collateral within [twenty (20)] days from the date of its signature, subject the deadline for its creation provided for in Section 2.5.1 above and Section 4.16 below, and (ii) send to the Trustee, within two (2) Business Days from the date of effective registration and/or annotation, the electronic (PDF) copy duly registered or annotated at the Relevant Registries – Collateral.

2.6. Deposit for Distribution and Trading

2.6.1. The Debentures shall be deposited for:

(a) Distribution in the primary market through the MDA – Asset Distribution Module (the “MDA”), managed and operated by B3 S.A. – Brasil, Bolsa, Balcão – Balcão B3 (“B3”), with the distribution being financially settled through B3; and

(b) Trading on the secondary market through CETIP21 – Títulos e Valores Mobiliários, managed and operated by B3, with the trades being financially settled and the Debentures electronically held in custody at B3.

2.6.2. Notwithstanding the provisions of Section 2.6.1 above, the Debentures may only be traded on the secondary market (i) by Professional Investors (as defined below); (ii) by Qualified Investors (as defined below), after six (6) months have passed from the closing date of the Offering, in accordance with article 86, item VI, clause “a,” item 1 of CVM Resolution 160; and (iii) by the general public after one (1) year has elapsed from the closing date of the Offering, in accordance with article 86, item VI, clause “a,” item 2 of CVM Resolution 160.

2.6.3. Under the terms of CVM Resolution No. 30 of May 11, 2021, (“CVM Resolution 30”), and for the purposes of the Offering, the following shall be considered:

“Professional Investors”: (i) financial institutions and other institutions authorized to operate by the Central Bank of Brazil; (ii) insurance companies and capitalization companies; (iii) open- and closed-end supplementary pension entities; (iv) individuals or legal entities that have financial investments worth more than ten million *Reais* (R\$10,000,000.00) and, additionally, certify in writing their status as

professional investors through a specific instrument, in accordance with article 11 CVM Resolution 30; (v) investment funds; (vi) investment clubs, as long as their portfolio is managed by a securities portfolio administrator authorized by the CVM; (vii) autonomous investment agents, portfolio administrators, analysts, and securities consultants authorized by the CVM, in relation to their own funds; and (viii) non-resident investors; and

“Qualified Investors”: (i) Professional Investors; (ii) individuals or legal entities that have financial investments worth more than one million *Reais* (R\$1,000,000.00) and, additionally, certify in writing their status as qualified investors through a specific instrument, in accordance with article 12 CVM Resolution 30; (iii) individuals who have passed technical qualification exams or have certifications approved by the CVM as requirements for the registration of autonomous investment agents, portfolio administrators, analysts, and securities consultants, in relation to their own funds; and (iv) investment clubs, as long as their portfolio is managed by one or more shareholders that are qualified investors.

2.6.4. Proprietary social-security schemes established by the Federal Government, the States, the Federal District, or Municipalities are considered Professional Investors or Qualified Investors only if recognized as such in accordance with specific regulations of the Ministry of Social Security.

2.7. Disclosure of Offering Documents and Information

2.7.1. Disclosures of Offering information shall be made, prominently and without access restrictions, on the website of (a) the Issuer, (b) the Underwriters, (c) B3, and (d) the CVM. Additionally, at the discretion of the Underwriters, disclosure may be made in any other means they deem necessary to meet the purposes of the Offering, subject to the terms of Resolution 160.

SECTION III FEATURES OF THE ISSUE

3.1. Issue Number

3.1.1. The Issue underlying this Indenture is the [twentieth (20th)] issue of debentures by the Issuer.

3.2. Total Issue Amount

3.2.1. The total amount of the Issue is [one billion eight hundred and seventy-five million *Reais*] (R\$[1,875,000,000.00]),⁸⁶ in compliance with the provisions of Section [6.2.6.3] of the PRJ, as of the Issue Date (the “Total Issue Amount”), with the First Series (as defined below) having a volume of [•] (R\$[•]), the Second Series (as defined below) having a volume of [•] (R\$[•]), the Third Series (as defined below) having a volume of [•] (R\$[•]), and the Fourth Series (as defined below) having a volume of [•] (R\$[•]).

3.3. Number of Series

3.3.1. The Issue shall be carried out in four series (the “First Series,” the “Second Series,” the “Third Series,” and the “Fourth Series,” each individually a “Series” and, together, the “Series”).

3.4. Purpose

3.4.1. Considering that the Debentures shall be paid up with claims, this Issue aims to deliver new securities to creditors, in accordance with the terms and conditions of the Judicial Reorganization Plan of the Companies Under Reorganization.

3.4.2. The Debentures shall be paid up in cash upon delivery, by the Debentureholders of the claims in proportion to the amount held by them against the Companies Under Reorganization (as main debtors or guarantors of such claims), in accordance with what is defined in the Judicial Reorganization Plan, as of the Payment Date (“Judicial Reorganization Claims”).

3.5. Placement and Distribution Procedure

⁸⁶ Final value to be calculated in accordance with the terms of the PRJ.

3.5.1. The Debentures shall be subject to public distribution, to be registered under the automatic distribution procedure, without the need for prior analysis by the CVM or ANBIMA, in accordance with CVM Resolution 160, with the intermediation of financial institutions that are part of the securities distribution system (the “Underwriters”), under the terms of the “/,” to be entered into between the Issuer and the Underwriters (the “Distribution Agreement”).

3.6. Distribution Plan

3.6.1. The distribution plan shall be organized by the Underwriters and shall follow the procedures described in article 49 of CVM Resolution 160 and in the Distribution Agreement, with the target audience being exclusively creditors of the Issuer, under the terms of the Judicial Reorganization Plan, as provided for in article 26, item XIV of CVM Resolution 160 (the “Distribution Plan”).

3.6.2. [Partial distribution of Debentures shall not be permitted.]

3.7. Settlement Bank and Bookkeeper

3.7.1. The settlement bank for this Issue is [•], [•] (the “Settlement Bank”).

3.7.2. The bookkeeper for this Issue is [•], a financial institution with principal place of business in [•], enrolled with the CNPJ/MF under No. [•] (the “Bookkeeper”).

3.7.3. The Bookkeeper shall be responsible for carrying out the bookkeeping of the Debentures, among other duties described in the B3 rules.

3.8. Corporate Purpose of the Issuer

3.8.1. In accordance with the Issuer’s Bylaws currently in force, the Issuer’s corporate purpose comprises (i) retail and wholesale trade in general, including food products, beverages, and tobacco, in the Country and/or abroad, of any goods and products, being able to import or export from and to any country, and also use electronic means to publicize and/or sell its products, in particular the Internet, without restriction to other means (telemarketing, telesales, TV, common trade channels, catalogs, physical stores, supermarkets, cafeterias, convenience stores, etc.), including the operation of franchises; (ii) manufacturing, industrialization, and handling of meat products, fish, derivatives, and any ready-made foods and dishes; (iii) providing logistics operation services, including storage, inventory management in its own or third-party warehouses, including a general warehouse; (iv) providing technical, marketing, financial, administrative, advertising, marketing, and merchandising assistance services, as well as promoting marketing related to companies operating in related or non-related areas, banking correspondent, customer financing, recharge of mobile devices, rotating parking, and other directly or indirectly related services; (v) holding interests in other business and services companies, as a partner or shareholder, in the Country or abroad, (vi) promoting the intermediation and distribution of entrances, fares, and tickets for public attractions, theme parks, theaters, shows, and other events intended for the public, whether cultural or not, transportation, and others, similar or not, excluding betting pools, game tickets, or similar, national or not; (vii) promoting and intermediating the distribution of products from the film industry, national or international, as well as the sale of music by national or international artists via electronic files; (viii) representing companies that own software for viewing images, sounds, and others through the intermediation of non-free downloads (copies); (ix) acting as a sales representative for different companies, using the technological channel developed for electronic commerce (e-commerce), or another channel that is normally practiced; (x) programmer of mass electronic subscription communications, programmer of telesales channels or infomercials; (xi) IT and similar services; (xii) provision of logistics and cargo transportation services in general for the entire supply chain by any means, including air, waterway, and road transportation at municipal, state, interstate, and international levels, including acting as a multimodal operator (OTM), (xiii) production of content and films in film studios, as well as reproduction of texts, drawings, and other materials, including the provision of advertising and publicity services to third parties; (xiv) activities to support education, including the marketing of online courses; (xv) marketing of pharmaceutical products, medicines, sanitizing products, cosmetics, perfumery, as well as medical products and accessories; (xvi) sale of articles for animals, feed, accessories, products for veterinary use, and pet products; (xvii)

marketing of floriculture, horticultural, fruit, and ancillary articles; and (xviii) printing activities in general, including photocopying and photo printing services.

SECTION IV FEATURES OF DEBENTURES

4.1. Basic Features

4.1.1. **Issue Date:** For all legal purposes and effects, the issue date of the Debentures shall be [•] [•], 2023 (the “Issue Date”).

4.1.2. **Convertibility:** The Debentures shall be simple, i.e. not convertible into shares issued by the Issuer.

4.1.3. **Type:** The Debentures shall be the unsecured type, to be converted into collateral, in accordance with article 58 of the Corporation Law. The Debentures shall also have an additional personal guarantee.

4.1.3.1. The Debentures shall automatically become of the collateral type, with additional personal guarantee, in accordance with head provision of article 58 of the Corporation Law, when the Collateral Agreement (as defined below) is registered with all the Relevant Registries – Collateral, as well as in the respective share registers, as applicable.

4.1.3.2. The Parties are hereby authorized and required to enter into an amendment to this Indenture, within five (5) Business Days counting from the occurrence of the event mentioned in Section 4.1.3.1 above, without the need to hold a Debentureholders Meeting (as defined below) or any other corporate act of the Issuer, exclusively to formalize the conversion of the type of Debentures from unsecured type with additional personal guarantee to collateral with additional personal guarantee. B3 shall be immediately informed by the Issuer about such conversion, with the purpose of updating its system, and shall receive a copy of the amendment. Each Debentureholder, upon subscribing to the Debentures, shall automatically declare that they are aware of and agree with the execution of the amendment referred to herein.

4.1.4. **Type and Form:** The Debentures shall be registered and book-entry, without issue of papers or certificates.

4.1.5. **Term and Maturity Date:** Subject to the events of early settlement of the Debentures resulting from their early redemption or acceleration, under the terms of this Indenture and/or the Judicial Reorganization Plan, (i) the First Series Debentures and the Second Series Debentures shall have a maturity period of four (4) years from the Issue Date, with final maturity scheduled for [•] [•], 2028 (the “First Series Maturity Date” and the “Second Series Maturity Date,” respectively), and (ii) the Third Series Debentures and the Fourth Series Debentures shall have a maturity period of five (5) years from the Issue Date, with final maturity scheduled for [•] [•], 2029 (the “Third Series Maturity Date” and the “Fourth Series Maturity Date,” respectively and, together with the First Series Maturity Date, the Second Series Maturity Date, and the Third Series Maturity Date, the “Maturity Date”).

4.1.6. **Unit Par Value:** The unit par value of the Debentures shall be [•] (R\$[•]) as of the Issue Date (the “Unit Par Value”).

4.1.7. **Number of Debentures:** [•] ([•]) debentures shall be issued, subject, in any case, to a number of (i) [•] ([•]) Debentures in the First Series (the “First Series Debentures”); (ii) [•] ([•]) Debentures in the Second Series (the “Second Series Debentures”); (iii) [•] ([•]) Debentures in the Third Series (the “Third Series Debentures”); and (iv) [•] ([•]) Debentures in the Fourth Series (the “Fourth Series Debentures” and, together with the First Series Debentures, the Second Series Debentures, and the Third Series Debentures, the “Debentures”).

4.2. Remuneration

4.2.1. **Inflation Adjustment to Debentures:**

4.2.1.1. First Series Debentures and Third Series Debentures. The Unit Par Value or the balance of the Unit Par Value, as applicable, of the First Series Debentures and Third Series Debentures shall not be adjusted for inflation.

4.2.1.2. Second Series Debentures and Fourth Series Debentures. The Unit Par Value or the balance of the Unit Par Value, as applicable, of the Second Series Debentures and the Fourth Series Debentures shall be adjusted for inflation by the variation factor of the closing quotation of the selling rate of US Dollars, available in the Central Bank Information System (SISBACEN), through the PTAX System, as published on the website of the Central Bank (<https://www.bcb.gov.br/estabilidade financeira/historicocotacoes>), in the option “*Cotações e Boletins - Cotações de fechamento de todas as moedas em uma data*” [“Quotes and Bulletins – Closing quotes for all currencies on a date”], which shall be used with four (4) decimal places, as of [two (2) Business Days] immediately preceding the reference date (the “Exchange Rate”), from the Issue Date until the date of effective payment, with the adjustment product being automatically incorporated into the Unit Par Value or balance of the Unit Par Value, as applicable. The Unit Par Value or balance of the Unit Par Value of the Second Series Debentures and the Fourth Series Debentures, as adjusted by the Exchange Rate (the “Adjusted Unit Par Value”), shall be calculated in accordance with the following formula:

$$VNA = VNU \times C$$

Where:

VNA = Adjusted Unit Par Value, calculated to eight (8) decimal places, without rounding;

VNU = Unit Par Value or balance of the Unit Par Value of the Debentures, as applicable, informed/calculated to eight (8) decimal places, without rounding;

C = factor resulting from the variation in the Exchange Rate, calculated to eight (8) decimal places, without rounding, calculated as follows:

$$C = US_n / US_0$$

Where:

US_n = Exchange Rate as of [two (2) Business Days] immediately prior to the reference date, whether this is a date of incorporation of Remuneration Interest, payment of Remuneration Interest or amortization, with four (4) decimal places;

US_0 = Exchange Rate as of (i) [two (2) Business Days] immediately preceding the last date of amortization, incorporation, or payment (i.e. the “ US_n ” for the previous period) or (ii) the Conversion Exchange Rate, as defined in the Issuer’s Judicial Reorganization Plan, whichever occurs last, reported to four (4) decimal places.

4.2.1.2.1. Temporary Unavailability, Discontinuation, Limitation, and/or Non-Disclosure of the Exchange Rate. The provisions below shall apply in the event of temporary unavailability, discontinuation, limitation, and/or non-disclosure of the Exchange Rate.

4.2.1.2.2. Subject to the provisions of Sections 4.2.1.2.3. and 4.2.1.2.4. below, if, when calculating any monetary obligations relating to the Debentures provided for in this Indenture, the Exchange Rate is not available, the Exchange Rate shall be that published on the third (3rd) Business Day immediately prior to the respective calculation date, and no financial setoffs, fines, or penalties shall be due as between the Issuer, the Companies Under Reorganization, and/or the Debentureholders upon subsequent disclosure of the Exchange Rate.

4.2.1.2.3. In the absence of calculation and/or disclosure by the Central Bank of the Exchange Rate for a period exceeding thirty (30) days after the expected date for its disclosure, the average selling rate of the US Dollar obtained from three (3) Brazilian banks chosen through a Debentureholders Meeting with a quorum of at least fifty percent (50%) of the Outstanding Debentures, on first or second call, shall be automatically applied in place of the Exchange Rate, and no financial setoffs, fines, or penalties shall be due as between the Issuer, the Companies Under Reorganization, and/or the

Debentureholders upon subsequent disclosure of the Exchange Rate.

4.2.2. Remuneration Interest on the Debentures: On the Unit Par Value (for First Series Debentures and Third Series Debentures), the Adjusted Unit Par Value (for Second Series Debentures and Fourth Series Debentures), the balance of the Unit Par Value of the Debentures (for the First Series Debentures and the Third Series Debentures), or the balance of the Adjusted Unit Par Value of the Debentures (for the Second Series Debentures and the Fourth Series Debentures), as applicable, (i) for the First Debentures Series and Third Series Debentures, in each Capitalization Period, under the terms of Section 4.2.7, remuneration interest corresponding to the accumulated variation of one hundred and twenty-eight percent (128%) of the average one-day “extra-group overnight” daily DI rates, expressed as a percentage to the base year of two hundred and fifty-two (252) Business Days, calculated and published daily by B3 S.A. – Brasil, Bolsa, Balcão (the “DI Rate”), shall apply; and (ii) for the Second Series Debentures and the Fourth Series Debentures, in each Capitalization Period, in accordance with Section 4.2.7, remuneration interest corresponding to eight point thirty-five percent (8.35%) per annum, based on three hundred and sixty (360) calendar days, shall apply (the “Remuneration Interest”).

4.2.2.1. Subject to the periodicity set out in Section 4.4.1 below, the Remuneration Interest shall be paid on the respective Remuneration Interest Payment Dates, except in the event of extraordinary amortization, provided for in Section 6.1 below, or early settlement of the Debentures resulting from their early redemption or acceleration, under the terms of this Indenture and/or the Judicial Reorganization Plan.

4.2.2.2. Remuneration Interest shall be calculated using the following formula:

For the First and Third Series: $J = VNe \times (C - 1)$

For the Second and Fourth Series: $J = VNe \times T$

where:

J = unit value of the Remuneration Interest due at the end of the Capitalization Period (as defined below), calculated to eight (8) decimal places, without rounding.

VNe = Unit Par Value (for the First Series Debentures and the Third Series Debentures), Adjusted Unit Par Value (for the Second Series Debentures and the Fourth Series Debentures), balance of the Unit Par Value of the Debentures (for the First Series Debentures and the Third Series Debentures), or balance of the Adjusted Unit Par Value of the Debentures (for the Second Series Debentures and the Fourth Series Debentures), informed/calculated to eight (8) decimal places, without rounding.

T = Remuneration Interest on the Second Series Debentures and Fourth Series Debentures = $8.35\% \times (DP / 360)$, with DP being the number of calendar days in the respective Capitalization Period (as defined below)

C = resulting DI Rate, using a percentage applied from and including the start date of the Capitalization Period to but excluding the calculation date, calculated to eight (8) decimal places, with rounding, as follows:

$$C = \prod_{k=1}^n \left(1 + TDI_k \times \frac{p}{100} \right)$$

where:

n = total number of DI Rates, considered in the adjustment to the asset, with “n” being an integer.

p = percentage applied to the DI rate, informed with two (2) decimal places.

TDI_k = DI Rate, expressed per day, calculated to eight (8) decimal places with rounding, as follows:

$$TDI_k = \left(\frac{DI_k}{100} + 1 \right)^{\frac{1}{252}} - 1$$

where:

DI_k = DI Rate, published by B3, valid for one (1) business day (overnight), used with two (2) decimal places;

4.2.3. The DI Rate shall be used considering the same number of decimal places published by the body responsible for its calculation.

4.2.4. Subject to the provisions below, if, at any time during the term of the Debentures, there is no disclosure of the DI Rate, the last DI Rate available to date shall be applied to calculate the Remuneration Interest, with no setoff being due between the Issuer and the Debentureholders upon subsequent disclosure of the DI Rate that would be applicable.

4.2.5. If the DI Rate ceases to be disclosed for a period exceeding thirty (30) days, or if it is discontinued, or there is a legal impossibility of applying the DI Rate to calculate the Remuneration Interest, the Issuer shall, within a maximum period of up to five (5) business days counting from the end of the thirty (30) day period mentioned above or the event of discontinuation or inapplicability, as the case may be, call a Debentureholders Meeting, in the form and within the deadlines stipulated in this Indenture, which shall have as its purpose the resolution by the Debentureholders, in common agreement with the Issuer, of the new remuneration parameter for the Debentures, a parameter that shall preserve the real value and the same remuneration levels. If there is no agreement on the new remuneration parameter between the Issuer and the Debentureholders representing at least fifty percent (50%) of the Outstanding Debentures on first or second call, the Issuer shall acquire all of the outstanding Debentures, within thirty (30) calendar days counted from the closing date of the respective Debentureholders Meeting or a longer period that may be defined by mutual agreement at such meeting, at their Unit Par Value (for First Series Debentures and Third Series Debentures), Adjusted Unit Par Value (for Second Series Debentures and Fourth Series Debentures), the balance of the Unit Par Value of the Debentures (for the First Series Debentures and Third Series Debentures), or the balance of the Value Adjusted Unitary Nominal of the Debentures (for the Second Series Debentures and the Fourth Series Debentures), as applicable, plus the Remuneration Interest of the respective Series due up to the date of effective acquisition, calculated on a daily prorated basis from the Issue Date. The Debentures acquired under this item shall be canceled by the Issuer. In this alternative, to calculate the Remuneration Interest on the Debentures of the respective Series to be acquired, for each day of the period of absence of rates, the last officially published DI Rate shall be used.

4.2.6. For the purposes of this Indenture, the term “Business Day(s)” means any day, with the exception of Saturdays, Sundays, and declared national holidays.

4.2.7. For the purposes of this Indenture, the term “Capitalization Period” means (i) the time interval that begins on (and including) the Issue Date and ends eight (8) quarters after the Issue Date, in the case of the first Capitalization Period; or (ii) on (and including) the Remuneration Interest Payment Date of the respective immediately preceding Series, in the case of other Capitalization Periods, and ends on (but excluding) the Remuneration Interest Payment Date of the respective Series corresponding to the Capitalization Period in question. Each Capitalization Period follows the previous one without interruption, until the Maturity Date of the respective series. For the avoidance of doubt, at the end of the first Capitalization Period, the Remuneration Interest shall be added to the Unit Par Value (for First Series Debentures and Third Series Debentures), Adjusted Unit Par Value (for Second Series Debentures and the Fourth Series Debentures), the balance of the Unit Par Value of the Debentures (for the First Series Debentures and the Third Series Debentures), or the balance of the Adjusted Unit Par Value of the Debentures (for the Second Series Debentures and the Fourth Series Debentures), as appropriate.

4.2.8. Payments arising from the Second Series Debentures and Fourth Series Debentures, including amortization of the Unit Par Value and Remuneration Interest, shall be made without deducting or withholding any taxes and/or other similar charges imposed or charged by the Brazilian government (“Taxes”). If, by law or regulation, it is necessary to deduct or withhold any amounts related to Taxes, or if any Tax is required to be paid by the Issuer on the amounts due under the Second Series Debentures and/or the Fourth Series Debentures, the Issuer shall pay the respective Second Series and Fourth Series Debentureholders additional (gross up) amounts in order to ensure that the net amount received by the Debentureholders after such deductions, withholdings, or payments is equivalent to the amount that would be received if such deductions, withholdings, or payments did not occur.

4.3. Periodicity of Amortization of the Unit Par Value

4.3.1. Except in the events of extraordinary amortization provided for in Section 6.1 below or early settlement of the Debentures resulting from their early redemption or acceleration under the terms of this Indenture and/or the Judicial Reorganization Plan, the balance of the Unit Par Value of the Debentures (for the First Series Debentures and Third Series Debentures) or the balance of the Adjusted Unit Par Value of the Debentures (for the Second Series Debentures and Fourth Series Debentures) shall be fully amortized as follows:

- (i) In relation to the First Series Debentures, in a single installment, on the First Series Maturity Date, i.e. on [•] [•], 2028.
- (ii) In relation to the Second Series Debentures, in a single installment, on the Second Series Maturity Date, i.e. on [•] [•], 2028.
- (iii) In relation to the Third Series Debentures, in a single installment, on the Third Series Maturity Date, i.e. on [•] [•], 2029.
- (iv) In relation to the Fourth Series Debentures, in a single installment, on the Fourth Series Maturity Date, i.e. on [•] [•], 2029.

4.4. Frequency of Payment of Remuneration Interest

4.4.1. Except in the events of early redemption and extraordinary amortization provided for in Section VI below and acceleration under the terms of this Indenture, the amounts related to the Remuneration Interest for each Series shall be paid as follows:

- (i) In relation to the First Series Debentures and the Second Series Debentures, quarterly and always on the [•] day, it being understood that the first payment of the First Series Remuneration Interest and the Second Series Remuneration Interest shall be due twenty-seven (27) months after (and including) the Issue Date and the last shall be due on the First Series Maturity Date and the Second Series Maturity Date, respectively, in accordance with the schedule provided below (each of these payment dates, a “First Series Remuneration Interest Payment Date” or a “Second Series Remuneration Interest Payment Date,” as applicable):

Installment	Date of Payment of Remuneration Interest on the Unit Par Value of First Series Debentures and Second Series Debentures
1 st	[•]
2 nd	[•]
3 rd	[•]
4 th	[•]
5 th	[•]
6 th	[•]
7 th	[•]

8 th	First Series Maturity Date / First Series Second (sic) Date

(ii) In relation to the Third Series Debentures and the Fourth Series Debentures, quarterly and always on the [•] day, it being understood that the first payment of the Third Series Remuneration Interest and the Fourth Series Remuneration Interest shall be due twenty-seven (27) months after (and including) the Issue Date and the last shall be due on the Third Series Maturity Date and the Fourth Series Maturity Date, respectively, in accordance with the schedule provided below (each of these payment dates, a “Third Series Remuneration Interest Payment Date” or a “Fourth Series Remuneration Interest Payment Date,” as applicable):

Installment	Date of Payment of Remuneration Interest on the Unit Par Value of the Third Series Debentures and Fourth Series Debentures
1 st	[•]
2 nd	[•]
3 rd	[•]
4 th	[•]
5 th	[•]
6 th	[•]
7 th	[•]
8 th	[•]
9 th	[•]
10 th	[•]
11 th	[•]
12 th	Third Series Maturity Date / Fourth Series Maturity Date

4.5. Place of Payment

4.5.1. The payments to which the Debentures are entitled shall be made by the Issuer on the respective due date using, as applicable, (a) the procedures adopted by B3, for Debentures electronically held in custody at B3, and/or (b) the procedures adopted by the Bookkeeper, for Debentures that are not electronically held in custody at B3 (the “Place of Payment”).

4.5.2. Those who are Debentureholders at the end of the Business Day immediately preceding the respective Remuneration Interest Payment Date shall be entitled to receive any amount due to Debentureholders under the terms of this Indenture.

4.6. Extension of Deadlines

4.6.1. The deadlines relating to the payment of any obligation shall be considered extended until the first (1st) subsequent Business Day, if the Remuneration Interest Payment Date falls on a day on which banks are not open for business at the place of payment of the Debentures, except for the cases where payments are to be made through B3, in which case there shall only be an extension when the payment date falls on a declared national holiday, Saturday, or Sunday.

4.7. Late-Payment Charges

4.7.1. Without prejudice to the Remuneration Interest, and in compliance with the provisions of Section VII of this Indenture, if there is a delay attributable to the Issuer in the payment of any amount owed to the Debentureholders, the amount in default shall be subject, regardless of notice, summons, or judicial or extrajudicial notification, to (a) conventional, irreducible, and non-compensatory late-payment fine of two percent (2%) on the overdue amount and (b) default interest calculated on a daily

prorated basis from the date of financial default until the date of actual payment, at the rate of one percent (1%) per month on the overdue amount, in addition to the expenses incurred for collection (Late-Payment Charges”).

4.8. Preemption of Rights to Additions

4.8.1. Failure of the Debentureholder to appear to receive the amount corresponding to any of the Issuer’s monetary obligations on the dates set out in this Indenture or in a notice published by the Issuer shall not entitle it to receive Remuneration Interest and/or late-payment charges during the period relating to the delay in receipt; provided, however, that it shall be endured the rights vested until the respective due date.

4.9. Subscription Price and Subscription and Payment Method

4.9.1. The Debentures of each Series shall be subscribed and paid up, on the primary market, on a single date, at their Unit Par Value (the “Payment Date”), in accordance with the settlement rules applicable to B3 (the “Subscription Price”).

4.9.2. The Debentures may be subscribed with a premium or discount to be defined at the time of subscription of the Debentures, it being understood that, if applicable, the premium or discount shall be the same for all Debentures paid up on the same date, subject to the provisions in this regard in Distribution Agreement.

4.10. Renegotiation

4.10.1. There shall be no renegotiation of the Debentures.

4.11. Publicity

4.11.1. Without prejudice to the provisions of article 13 of CVM Resolution 160, in relation to the publicity of the Issue and the Offering, all acts and decisions to be taken arising from this Issue that, in any way, may involve the interests of Debentureholders shall be mandatorily communicated in the form of notices in the Publication Newspaper, as well as on the Issuer’s website (<https://www.americanas.com.br/>), subject to the provisions of article 289 of the Corporation Law and the limitations imposed by CVM Resolution 160 in relation to the publicity of the Offering and the legal deadlines, and the Issuer shall inform the Trustee and B3 regarding any publication on the date of its execution, it being understood that, if the Issuer changes the Publication Newspaper after the Issue Date, it shall send notice to the Trustee informing the new vehicle for disclosing its information.

4.12. Proof of Ownership of Debentures

4.12.1. The Issuer shall not issue Debenture certificates. For all legal purposes, ownership of the Debentures shall be proven by the statement issued by the Bookkeeper. Additionally, the statement issued by B3, in the name of each Debentureholder, shall be recognized as proof of ownership of the Debentures, when these securities are electronically held in custody at B3.

4.13. Liquidity and Stabilization

4.13.1. No liquidity maintenance fund shall be established or a liquidity guarantee or price stabilization contract shall be executed for the Debentures.

4.14. Immunity of Debentureholders

4.14.1. If any Debentureholder enjoys any type of tax immunity or exemption, it shall forward it to the Issuer, with a copy to the Bookkeeper and Settlement Bank, at least ten (10) Business Days in advance of the scheduled date for receipt of any amounts relating to the Debentures, documentation proving this tax immunity or exemption, under penalty of having the amounts due under the terms of the tax laws in force deducted from its income.

4.14.1.1. The Debentureholder that has presented documentation proving its condition of tax immunity or exemption, under the terms of Section 4.14 above, and has this condition changed by regulatory provision or for ceasing to meet the conditions and requirements that may be prescribed in the

applicable legal provision, or if this condition is questioned by a relevant judicial, tax, or regulatory authority, it shall communicate this fact, in detail and in writing, to the Issuer, with a copy to the Bookkeeper and Settlement Bank, as well as provide any additional information in relation to the topic which is requested by the Issuer, the Bookkeeper, and/or the Settlement Bank.

4.14.1.2. Even if it has received the documentation referred to in Section 4.14.1 above, and as long as there is a legal basis for doing so, the Issuer, the Bookkeeper, and/or the Settlement Bank are entitled to deposit in court or deduct from any amounts related to the Debentures any taxation they deem appropriate, without this fact generating a claim for compensation against the Issuer, the Bookkeeper, and/or the Settlement Bank on the part of any Debentureholder or third party.

4.15. Amortization Fund

4.15.1. No amortization fund shall be set up for this Issue.

4.16. Collateral

4.16.1. As a guarantee to the faithful, timely, and full payment and performance of all main and ancillary, present or future obligations on their original maturity or acceleration, assumed or that may be assumed by the Issuer due to the Debentures, including, without limitation, the payment of any and all amounts owed by the Issuer due to the Debentures, including the Unit Par Value (for the First Series Debentures and Third Series Debentures) or the Adjusted Unit Par Value (for the Second Series Debentures and Fourth Series Debentures), the Remuneration Interest, all Late-Payment Charges on the Debentures, the payment of costs, commissions, charges, and expenses of the Issue and all ancillary obligations, such as, without limitation, Late-Payment Charges, fines, indemnities, penalties, expenses, costs, taxes, fees, attorney's fees and fees of loss of suit, commissions, and other contractual and legal charges provided for, as well as all possible taxes, costs, and expenses owed by the Issuer in relation to the Debentures, including expenses with reasonable legal fees, obligations relating to B3, the Trustee, the Settlement Bank, and the Bookkeeper, including, without limitation, their remunerations, reimbursements, fines, losses, indemnities, judicial or extrajudicial costs and fees (the "Secured Obligations"), a fiduciary sale of all shares issued by HNT SPE (as defined below) and held by the Issuer at the time of creation of such fiduciary sale (the "HNT SPE Shares" and the "Collateral") shall be created in favor of the holders of the Debentures, within [twelve] ([12]) [months] counted from the date of approval of the Judicial Reorganization Plan, if the Issuer has not entered into a purchase and sale contract for the entirety of HNT UPI (as defined below) within this period, under the terms of the "[Share Fiduciary Sale of Shares Agreement and Other Covenants]" entered into between the Issuer, HNT SPE, the Companies Under Reorganization, and the Trustee in the form of the draft set out in **Exhibit I** to this Indenture (the "Collateral Agreement").

4.16.2. Within the scope of the Collateral Agreement, the order of priority between the Series relating to the proceeds from the foreclosure of the HNT SPE Shares subject to the Collateral Agreement shall be regulated. The proceeds from the foreclosure of the HNT SPE Shares subject to the Collateral Agreement shall first be allocated to the full payment of the Secured Obligations arising from the First Series Debentures and the Second Series Debentures, prorated to the balance of the Unit Par Value (for the First Series Debentures) and the balance of the Adjusted Unit Par Value (for the Second Series Debentures) of such Series, and, if there is a balance, to the payment of the Secured Obligations arising from the Third Series Debentures and the Fourth Series Debentures, prorated to the balance of the Unit Par Value (for the Third Series Debentures) and to the balance of the Adjusted Unit Par Value (for the Fourth Series Debentures) of such Series.

4.16.3. Any amount that exceeds the value of the Secured Obligations shall be returned to the Companies Under Reorganization within one (1) Business Day and shall be applied in accordance with the Issuer's Judicial Reorganization Plan.

4.16.4. The provisions relating to the Collateral, including, without limitation, the reinstatement, release, and foreclosure of the Collateral, are described in the Collateral Agreement, which shall be considered an integral, complementary, and inseparable part of this Indenture.

4.16.5. The Issuer undertakes, under the terms and deadlines set out in the Collateral Agreement and at its own expense, to observe the procedures for establishing and formalizing the Collateral Agreement, including, without limitation, registration with the Competent Notary Offices – Collateral Security.

4.16.6. The Collateral may be freely executed by the Trustee under the terms of the Collateral Agreement, as many times and in the manner as it deems necessary, provided that the terms of this Indenture and the Collateral Agreement are observed, in the event of default on the part of the Issuer of any of the obligations assumed in this Indenture and/or in the Collateral Agreement.

4.16.7. The Collateral shall only be released by the Trustee after the full and effective settlement of all Secured Obligations.

4.17. Personal Guarantee

4.17.1. As a guarantee for the faithful, timely, and full payment and fulfillment of all Secured Obligations, ST hereby provides the Indenture Guarantee, on an irrevocable and irreversible basis, in favor of the Debentureholders, represented by the Trustee, obliging itself, as well as their successors in any capacity, as guarantor and main payor, jointly and severally liable with the Issuer, for the total value of the Secured Obligations, in accordance with articles 818 and 822 of Law No. 10.406 of January 10, 2002, as amended (the “Civil Code”), and expressly waiving the benefits provided for under articles 333, sole paragraph, 364, 366, 368, 821, 827, 829, 830, 834, 835, 837, 838, and 839 of the Civil Code and articles 130, 131, and 794 of Law No. 13.105 of March 16, 2015, as amended (the “Civil Procedure Code”), as amended (the “Indenture Guarantee” and, together with the Collateral, the “Indenture Guarantees”).

4.17.2. This Indenture Guarantee shall come into force on the Issue Date (as defined below) and shall remain valid in all its terms until the date of full performance, by the Issuer or by ST, of its main and accessory obligations under the terms of this Indenture, including the Secured Obligations, and may be executed and demanded by the Trustee, judicially or extrajudicially, as many times as necessary until the full settlement of the Secured Obligations.

4.17.3 It is hereby understood and agreed that failure by the Trustee to comply with the deadlines for foreclosing the Indenture Guarantee in favor of the Debentureholders shall not, under any circumstances, result in the loss of any right or authority provided for herein, and the Indenture Guarantee may be foreclosed and enforced by the Trustee, judicially or extrajudicially, as many times as necessary until the Secured Obligations are fully settled, and the Trustee shall, to this end, immediately notify the Issuer and ST;

4.17.4. For the purposes of the provisions of article 835 of the Civil Code, ST hereby declares to have read and agrees, in its entirety, with the provisions of this Indenture, being aware of the terms and conditions of the Indenture Guarantee provided and the Debentures, declaring themselves jointly responsible for the payment of the Secured Obligations until the Debentures have been fully settled and/or redeemed, even if such settlement occurs after the Maturity Dates. Payments shall be made by ST in accordance with the procedures established in this Indenture and outside the scope of B3.

4.17.5. ST hereby agrees and undertakes to, **(i)** only after full settlement of the Secured Obligations, demand and/or claim against the Issuer for any amount it has honored under the terms of the Secured Obligations and **(ii)** if it receives any amount from the Issuer as a result of any amount it has honored under the terms of the Secured Obligations before the full settlement of the Secured Obligations, transfer, within two (2) Business Days from the date of receipt, such amount to the Debentureholders.

4.17.6. Any payments that may be made by ST in relation to the Debentures shall be made in such a way that the Debentureholders receive from ST the amounts that would have been delivered to them if these payments had been made by the Issuer, and ST is not responsible for making any deduction that would not be made by the Issuer if the Issuer had made the respective payment.

4.17.7. Upon the foreclosure of the Indenture Guarantee underlying this item, ST shall be subrogated to the rights of the Debentureholders before the Issuer, as applicable, observing that the subrogation shall only occur after the payments related to the Debentures have been fully settled.

4.17.8. The Indenture Guarantee referred to in this item was duly consented to in good faith by ST, in accordance with applicable law.

4.18.9 In addition to the Indenture Guarantees, to ensure full compliance with all Secured Obligations, B2W and JSM shall grant, for the benefit of the Debentureholders, represented by the Trustee, an additional personal guarantee in the form of a suretyship (the “B2W and JSM Suretyships” and, together with the Indenture Guarantee, the “Suretyships,” the Guarantees being defined together with the Indenture Guarantees as the “Guarantees”). The B2W and JSM Suretyships shall be granted under the terms of the “[•]” to be signed, [on the date hereof], between B2W, JSM, the Trustee, representing the community of Debentureholders, with the intervention and consent of the Issuer (“Suretyship Agreement” and, when together with the Collateral Agreement, the “Guarantee Agreements”).

4.18. Risk Rating

4.18.1. No risk rating agency shall be retained within the scope of the Offering to assign a rating to the Debentures.

SECTION V

AMENDMENTS TO THIS INDENTURE

5.1. Execution of Amendments to the Indenture and Filing at JUCERJA

5.1.1. Any amendments to this Indenture shall be signed by the Issuer and the Trustee and subsequently filed and/or registered by the Issuer at JUCERJA and the Relevant Registries, in accordance with section 2.4.2 above.

SECTION VI

OPTIONAL EARLY REDEMPTION, OPTIONAL EXTRAORDINARY AMORTIZATION, MANDATORY EARLY REDEMPTION, MANDATORY EXTRAORDINARY AMORTIZATION, AND OPTIONAL ACQUISITION

6.1. Optional Early Redemption and Optional Extraordinary Amortization

6.1.1. Optional Early Redemption. The Issuer may, at its sole discretion and at any time, without incurring any penalty, carry out full or partial early redemption of the Debentures, it being understood that the First and Second Series Debentures may only be redeemed jointly and in their entirety, as well as the Third and Fourth Series Debentures, which may also only be redeemed jointly and in their entirety (the “Optional Early Redemption”), and that the Optional Early Redemption, if carried out, shall necessarily comply with the order of priority between the Series, and the full Optional Early Redemption of the Third and Fourth Series Debentures may only occur after the full Optional Early Redemption of the First and Second Series Debentures, or the full settlement of the outstanding balance of the First and Second Series Debentures, whatever occurs first. Upon the Optional Early Redemption, the amount to be paid to Debentureholders shall be equivalent to (a) the Unit Par Value (for First Series Debentures and Third Series Debentures), Adjusted Unit Par Value (for Second Series Debentures and the Fourth Series Debentures), balance of the Unit Par Value of the Debentures (for the First Series Debentures and the Third Series Debentures), or balance of the Adjusted Unit Par Value of the Debentures (for the Second Series Debentures and the Fourth Series Debentures), as the case may be, of the respective Series to be redeemed, plus (b) the Remuneration Interest of the respective Series and Late-Payment Charges, if applicable, due and not yet paid, calculated on a prorated basis from the Issue Date of the respective Series or the Remuneration Interest Payment Date of the respective immediately preceding Series, whichever occurred last, until the date of the Optional Early Redemption.

6.1.2. The Optional Early Redemption may only occur through the publication of a communication addressed to the Debentureholders of the respective Series to be widely disseminated in accordance with Section 4.11 of this Indenture, and such publication shall be sent to the Trustee, B3 and ANBIMA within five (5) Business Days in advance of the scheduled date for the respective Optional Early Redemption (the “Redemption Communication”), and such communication shall include (a) the date

of the Optional Early Redemption, which shall be a Business Day, (b) the mention that the amount corresponding to the payment shall be (b.1) in the case of First Series Debentures and Third Series Debentures, the Unit Par Value of the Debentures of the Series subject to the intended redemption or balance of the Unit Par Value of the Debentures of the respective Series, as applicable, plus the Remuneration Interest of the respective Series, calculated as provided for in Section 4.2, or (b.2) in the case of the Second Series Debentures and the Fourth Series Debentures, the Adjusted Unit Par Value of the Debentures of the Series subject to the intended redemption or balance of the Adjusted Unit Par Value of the Debentures of the respective Series, as applicable, plus the Remuneration Interest of the respective Series, calculated as provided for in Section 4.2, and (c) any other information necessary to operationalize the Optional Early Redemption.

6.1.3. For Debentures electronically held in custody at B3, the redemption operationalization shall follow the procedures adopted by B3. B3 shall be notified through correspondence sent by the Issuer, together with the Trustee, about the completion of the Optional Early Redemption, at least five (5) Business Days in advance. If the Debentures are not electronically held in custody at B3, the payment of the Debentures redeemed in advance shall be made by the Bookkeeper through deposit into checking accounts to be indicated by the Debentureholders.

6.1.4. The Debentures subject to Optional Early Redemption shall be cancelled, subject to the regulations in force.

6.1.5. Optional Extraordinary Amortization. The Issuer may, at its sole discretion and regardless of the will of the Debentureholders, at any time, carry out the optional extraordinary amortization of the Debentures, without the need for any additional approval by the Debentureholders at the Debentureholders Meeting (the “Optional Extraordinary Amortization”), it being understood that (i) the Optional Extraordinary Amortization, if carried out, shall necessarily respect the order of priority between the Series, and that the Optional Extraordinary Amortization of the Debentures of the Third and Fourth Series may only occur, on a prorated basis between both Series, after the full Optional Early Redemption of the First and Second Series Debentures has been carried out, or the full settlement of the outstanding balance of the First and Second Series Debentures, whichever occurs first, (ii) there shall be no priority for the Optional Extraordinary Amortization between the First Series Debentures and the Second Series Debentures, since any Optional Extraordinary Amortization of the First Series Debentures shall be carried out together with the Optional Extraordinary Amortization of the Second Series Debentures, on a prorated basis between the respective Series, and (iii) once the total Optional Early Redemption of the Debentures of the First and Second Series has been carried out or the Debentures of the First and Second Series have been fully settled, whichever occurs first, there shall also be no priority for the Optional Extraordinary Amortization between the Third Series Debentures and the Fourth Series Debentures, since the eventual Optional Extraordinary Amortization of the Third Series Debentures shall be carried out together with the Optional Extraordinary Amortization of the Fourth Series Debentures, on a prorated basis between the respective Series.

6.1.5.1. The Optional Extraordinary Amortization may only occur through the publication of a communication addressed to the Debentureholders of the respective Series to be widely disseminated in accordance with Section 4.11 of this Indenture, and such publication shall be sent to the Trustee, B3 and ANBIMA within five (5) Business Days in advance of the scheduled date for the respective Optional Early Redemption (the “Optional Extraordinary Amortization Communication”), and such communication shall include (a) the date of the Optional Extraordinary Amortization, which shall be a Business Day, (b) the mention that the amount corresponding to the payment shall be (b.1) in the case of First Series Debentures and Third Series Debentures, the Unit Par Value of the Debentures of the Series subject to the intended redemption or balance of the Unit Par Value of the Debentures of the respective Series, as applicable, plus the Remuneration Interest of the respective Series, calculated as provided for in Section 4.2 above, or (b.2) in the case of the Second Series Debentures and the Fourth Series Debentures, the Adjusted Unit Par Value of the Debentures of the Series subject to the intended redemption or balance of the Adjusted Unit Par Value of the Debentures of the respective Series, as applicable, plus the Remuneration Interest of the respective Series, calculated as provided for in Section 4.2, and (c) any other information necessary to operationalize the Optional Extraordinary

Amortization.

6.1.5.2. The Optional Extraordinary Amortization shall cover, proportionally, all First Series and Second Series Debentures, jointly, or Third Series and Fourth Series Debentures, jointly, as the case may be and in accordance with Section 6.1.5 above, and shall comply with to the maximum amortization limit of ninety-eight percent (98%) of the Unit Par Value (for the First Series Debentures and the Third Series Debentures), of the Adjusted Unit Par Value (for the Second Series Debentures and the Fourth Series Debentures), the balance of the Unit Par Value of the Debentures (for the First Series Debentures and the Third Series Debentures), or the balance of the Adjusted Unit Par Value of the Debentures (for the Second Series Debentures and the Fourth Series Debentures), as applicable, of the respective Series.

6.1.5.3. Payment of the Debentures subject to the Optional Extraordinary Amortization shall be made by the Issuer **(i)** through the procedures adopted by B3 for Debentures electronically held in custody at B3 and/or **(ii)** by deposit in checking accounts indicated by the Debentureholders to be carried out by the Settlement Bank and the Bookkeeper, in the case of Debentures that are not electronically held in custody at B3, under penalty of, if they fail to do so, also being required to pay Late-Payment Charges. B3 shall be notified through correspondence sent by the Issuer, together with the Trustee, about the completion of the Optional Extraordinary Amortization, at least five (5) Business Days in advance.

6.2. Total Mandatory Early Redemption and Mandatory Extraordinary Amortization

6.2.1. Pursuant to Section 7.3 of the Judicial Reorganization Plan, the Companies Under Reorganization shall allocate to the Trustee, within three (3) Business Days counted from the receipt of the respective funds, (i) the entire Restructuring Capital Increase Surplus Amount (as defined below); (ii) the entire Surplus Repurchase Funds (as defined below); (iii) any balance of Funds Allocated to Repurchase (as defined below); as well as (iv) under the terms and conditions set out in Sections 6.2.1.1, 6.2.1.2, 6.2.1.3, 6.2.2, and 6.2.3 below, the Net Revenue from Liquidity Events (as defined below) resulting from the sale of all or part of the Defined UPIs, including the remuneration of any funds deposited in the M&A Payments Account and, in any case, in an amount equivalent to at least the amounts deposited by the acquirer in the M&A Payments Account (the amounts indicated in item (iv) being referred to as “Cash Sweep Amount”), in the amount necessary for the total early redemption of the Debentures (“Total Mandatory Early Redemption”) or for the extraordinary amortization of the Debentures (“Mandatory Extraordinary Amortization”), as the case may be, subject, in in any case, to (i) the priority of the First Series Debentures and the Second Series Debentures, on a prorated basis, in relation to the Third Series Debentures and the Fourth Series Debentures, on a prorated basis; as well as (ii) the limit on the Total Issue Amount. For clarity purposes, (a) the amounts provided for in items (i), (ii) and (iii) of this section shall always be used in priority to the funds related to the Cash Sweep Amount; and (b) any amounts provided for in items (i), (ii) and (iii) of this section that are not transferred to the Trustee due to the limit of the total value of the Debentures having already been reached, such amounts may be used by the Companies Under Reorganization, at their sole discretion, for investments in their activities.

6.2.1.1 **Net Revenue from Liquidity Events up to R\$1,000,000,000.00.** If the sum of the Net Revenue from Liquidity Events received by the Companies Under Reorganization upon the sale of one or more assets is equal to or less than one billion *Reais* (R\$1,000,000,000.00), such funds shall form part of the Cash Sweep Amount and shall be deposited by the acquirer of the respective Defined UPI, on behalf and at the order of the Companies Under Reorganization, in the M&A Payments Account (as defined below) for allocation in accordance with **Section 6.2.1** above.

6.2.1.2 **Net Revenue from Liquidity Events above R\$1,000,000,000.00 and up to R\$2,000,000,000.00.** If the sum of the Net Revenue from Liquidity Events received by Companies Under Reorganization in Reorganization upon the sale of one or more assets is greater than one billion *Reais* (R\$1,000,000,000.00) and less than or equal to two billion *Reais* (R\$2,000,000,000.00), the available funds up to one billion *Reais* (R\$1,000,000,000.00) shall be part of the Cash Sweep Amount and shall be deposited by the acquirer of the respective Defined UPI, on behalf and at the order of the Companies Under Reorganization, in the M&A Payments Account for allocation in the form of **Section 6.2.1** above, it being understood that the excess amount of Net Revenue from Liquidity Events up to the

amount of two billion *Reais* (R\$2,000,000,000.00) shall not be part of the Cash Sweep Amount and, therefore, shall be deposited by the acquirer of the respective Defined UPI in the Company Under Reorganization's account and intended for investments in their activities, at their sole discretion.

6.2.1.3 Net Revenue from Liquidity Events above R\$2,000,000,000.00. If the sum of the Net Revenue from Liquidity Events received by the Americanas Group upon the sale of one or more assets is greater than two billion *Reais* (R\$2,000,000,000.00), (i) the funds available up to one billion *Reais* (R\$1,000,000,000.00) shall form part of the Cash Sweep Amount and shall be deposited by the acquirer of the respective Defined UPI, on behalf and at the order of the Companies Under Reorganization, in the M&A Payments Account for allocation in accordance with **Section 6.2.1** above, (ii) the funds that exceed one billion *Reais* (R\$1,000,000,000.00) up to the limit of two billion *Reais* (R\$2,000,000,000.00) shall not be part of the Cash Sweep Amount and, therefore, shall be deposited by the acquirer of the respective Defined UPI into the account of the Companies Under Reorganization and intended for investments in their activities, at their sole discretion, and (iii) the amount of the Net Revenue from Liquidity Events that exceeds two billion *Reais* (R\$2,000,000,000.00) shall form part of the Cash Sweep Amount and shall be deposited by the acquirer of the respective Defined UPI, on behalf and at the order of the Companies Under Reorganization, in the M&A Payments Account for allocation in accordance with Section 6.2.1 above, subject, in any case, to the limit of the total value of the Debentures.

6.2.2 In the event that there is any remaining balance of the Cash Sweep Amount after the allocations provided for in Sections 6.2.1.1, 6.2.1.2, and 6.2.1.3 above, such amount shall be deposited by the Trustee into the Companies Under Reorganization's account within three (3) Business Days counted from the respective allocations and may be used by Companies Under Reorganization, at their sole discretion, for investments in their activities.

6.2.3. Within five (5) 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 Proceeds from Liquidity Events), the Companies Under Reorganization shall notify the Trustee informing (i) the total amount to be disbursed by the buyer; (ii) the total amount of the respective M&A Cost Amounts, accompanied by the respective receipts or the calculation methodology in the case of taxes; (iii) the M&A Price Adjustment Amounts; as well as (iv) the balance to be deposited by the acquirer in the M&A Payments Account. The funds related to the Cash Sweep Amount deposited by the acquirer of the respective Defined UPI in the M&A Payments Account shall be transferred by the Trustee to the Debentureholders within ten (10) days from the closing date of the sale of the respective UPI, subject to the terms and conditions established in this Indenture, it being understood that the respective Notices for the sale of the Defined UPIs shall expressly contain, under penalty of nullity, this obligation to allocate the payment of the Cash Sweep Amount, subject, in any case, to the provisions of Sections 6.2.1.1, 6.2.1.2, and 6.2.1.3 above. If, after the closing of a given sale of a Defined UPI, it is verified that the Companies Under Reorganization are entitled to receive any M&A Price Adjustment Amount and/or Additional M&A Amount and the Debentures have not yet been fully paid off, such amount shall be deposited by the acquirer of the respective Defined UPI in the M&A Payments Account or in the Companies Under Reorganization's account, as applicable under the terms of Sections 6.2.1.1, 6.2.1.2, and 6.2.1.3 above, within ten (10) days from the date of occurrence of the respective event, it being understood that, if the Debentures have already been fully paid off, the such amount shall be deposited in full into the Companies Under Reorganization's account, also within ten (10) days from the date of occurrence of the respective event.

6.2.4 The Total Mandatory Early Redemption or Mandatory Extraordinary Amortization, as applicable, shall occur within thirty (30) days after the occurrence of the event that gives rise to Total Mandatory Early Redemption or Mandatory Extraordinary Amortization.

6.2.5 The provisions relating to Optional Early Redemption and Optional Extraordinary Amortization shall apply, *mutatis mutandis*, to Total Mandatory Early Redemption and Mandatory Extraordinary Amortization.

6.2.6 For the purposes of this Indenture, the terms defined above have the following meanings, under

the terms of the Judicial Reorganization Plan:

“AME Net Assets”: means the assets, liabilities, obligations, and rights described in **Exhibit 7.2.1(iii)** to the Judicial Reorganization Plan that shall make up the AME UPI;

“Digital Net Assets”: means the assets, liabilities, obligations and rights described in **Exhibit 7.2.1(iv)** to the Judicial Reorganization Plan that shall make up the Digital UPI;

“HNT Net Assets”: means the assets, liabilities, obligations and rights described in **Exhibit 7.2.1(i)** to the Judicial Reorganization Plan that shall make up the HNT UPI;

“Uni.Co Net Assets”: means the assets, liabilities, obligations and rights described in **Exhibit 7.2.1(ii)** to the Judicial Reorganization Plan that shall make up the Uni.Co UPI;

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

“Plan Support Agreement”: Means the Restructuring Support Agreement, Reorganization Plan, Investments and Other Covenants executed on November 27, 2023 between the Companies Under Reorganization, the Reference Shareholders, and creditors, under the terms of the Judicial Reorganization Plan;

“Plan Approval”: Means the approval of the Judicial Reorganization Plan by the Pre-Petition Creditors at the General Meeting of Creditors, in accordance with art. 45 or art. 58, paragraph 1 of the LRF or art. 45-A of the LRF. For the purposes of the Judicial Reorganization Plan, the Plan Approval is deemed to occur on the date of the General Meeting of Creditors that approves the Judicial Reorganization Plan. In the event of approval under the terms of arts. 45-A and 58, paragraph 1 of the LRF, the Plan Approval is deemed to occur on the date of the decision granting the Judicial Reorganization;

“Relevant Assets”: Means the assets, movable or immovable, forming part of the permanent (non-current) assets of the Companies Under Reorganization.

“Restructuring Capital Increase”: Means the increase in the Issuer’s capital stock, with the consequent 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”), in accordance with arts. 77, 170, paragraph 1, and 171, paragraph 2 of the Corporation Law and other applicable legal provisions, which enables the subscription and payment of New Shares (a) by the Reference Shareholders, on a prorated basis and in accordance with the Plan Support Agreement, for an amount of twelve billion *Reais* (R\$12,000,000,000.00), as adjusted by the accumulated positive variation of the IPCA between the Plan Approval and the 1st Business Day preceding the date of approval of the Restructuring Capital Increase (the “Restructuring Capital Increase Adjustment Period” and the “ARs Increase Amount”), which shall be paid in national currency and through the capitalization of credits arising from the DIP Financings, under the terms of the Plan Support Agreement, for the implementation of the terms and conditions for the restructuring of Pre-Petition Claims, in accordance with the Judicial Reorganization Plan, and (b) by the Financial Creditors, in their own name or through one of their respective Affiliates, which expressly and timely choose Restructuring Option II established in the Judicial Reorganization Plan (“Americanas Incoming Creditors”), on a prorated basis, for an amount of up to twelve billion *Reais* (R\$12,000,000,000.00), also adjusted by the accumulated variation (as long as positive) of the IPCA during the Restructuring Capital Increase Adjustment Period (the “Creditors Increase Amount”), which shall be paid up through the capitalization of the Option II Unsecured Claims Balance – Post-Reverse Auction, under the terms of the Judicial Reorganization Plan, in an amount equivalent to the Creditors Increase Amount, and (c) by shareholders holding common shares issued by the Issuer and outstanding at the time of the Restructuring Capital Increase which exercise their respective preemptive rights, through cash contribution. For the purposes of capitalizing Unsecured Claims in Dollars in the context of the Restructuring Capital Increase, such claims shall be converted into national currency based on the Conversion Exchange Rate.

“Authorized Capital Increases”: Means one or more capital increases of Americanas upon resolution of the Board of Directors, through public or private issue of common or preferred shares, if applicable, until the value of its capital stock reaches the limit provided for in Americanas’ Bylaws at the time of carrying out the respective capital increase, it being understood that it may also, within such limit, (i) resolve on the issue of subscription warrants and debentures convertible into shares; or (ii) grant stock call options to managers, employees of the Company or of a company under its Control, and/or individuals that provide services to them, in accordance with the Plan approved by the General Meeting of Creditors without shareholders having a preemptive right in the subscription of these shares, it being understood that, for this item (ii), a limit of two percent (2.00%) of Americanas’ capital stock on a fully diluted basis shall be observed, calculated immediately after completion of the Restructuring Capital Increase, which limit shall be in force until the Debentures are fully paid off or redeemed.

“M&A Payments Account”: Means the escrow account linked to the Judicial Reorganization proceedings held by the Trustee, in which the Cash Sweep Amounts shall be and shall remain deposited, in accordance with Section 7.3 of the Judicial Reorganization Plan, until their effective distribution in partial or full payment of the Debentures, in accordance with Section 7.3 of the Judicial Reorganization Plan and Section 6.2.1 above;

“Claims”: Means all existing claims against the Americanas Group, liquid or illiquid, materialized or contingent, whether or not subject to judicial or arbitration proceedings, whether or not subject to the effects of the Judicial Reorganization;

“Pre-Petition Claims”: Means the Claims existing against the Americanas Group on the Filing Date, subject to the effects of the Judicial Reorganization under the terms of the head provision of art. 49 of the LRF, which shall be restructured and paid in accordance with the terms and conditions established in the Judicial Reorganization Plan, including Labor Claims, Unsecured Claims, ME and EPP Claims, and Illiquid Claims, in the latter case when they become liquid, as provided for in the Judicial Reorganization Plan, and in compliance with, in any case, the Filing Date Payments (as defined in the Judicial Reorganization Plan). Claims that are Post-Petition Claims and Tax Claims are not Pre-Petition Claims;

“Post-Petition Claims”: Means each of the Claims and obligations existing against the Companies Under Reorganization under the terms of the Judicial Reorganization Plan that are not subject to the effects of the Judicial Reorganization (i) by virtue of the provisions of the head provision and paragraphs 3 and 4 of art. 49 of the LRF, (ii) arising from contracts entered into after the Filing Date, including Bank Guarantee and/or the Surety Bond (as defined in the Judicial Reorganization Plan), (iii) due to payment with subrogation of Post-Petition Claims or claims derived from administrative and judicial proceedings involving tax contingencies against the Americanas Group, or (iv) whose post-petition nature has been recognized by court decision. Post-Petition Claims shall not be restructured and renewed due to the approval and Judicial Ratification of the Plan (as defined in Judicial Reorganization Plan), given that their restructuring can be implemented through bilateral negotiations with the respective Post-Petition Creditors;

“Illiquid Claims”: Means contingent or illiquid Pre-Petition Claims subject to legal actions, arbitration proceedings, or administrative proceedings arising from any triggering events occurring or verified up to and including the Filing Date, which shall be restructured by the Judicial Reorganization Plan in the form of Section 6.3 of the Judicial Reorganization Plan, under the terms of the LRF, such as Labor Claims, Unsecured Claims, ME and EPP Claims, or Intercompany Claims, as applicable;

“ME and EPP Claims”: Means Pre-Petition Claims held by ME and EPP Creditors, under the terms of art. 41, item IV of the LRF;

“Intercompany Claims”: Means claims held by companies that are part of 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 the different companies, including funds arising from transactions carried out in the international market, *except* for credits held by Option II Unsecured

Creditors that, by virtue of the Judicial Reorganization Plan, become shareholders of the Companies Under Reorganization;

“Unsecured Claims”: Means Pre-Petition Claims held by Unsecured Creditors, pursuant to art. 41, item III, of the LRF, excluding intercompany Claims;

“Labor Claims”: Means Pre-Petition Claims derived from labor law resulting from work accidents and those arising from the communication of the termination of the employment contract prior to the Filing Date, regardless of the form of compliance with the prior notice, including the amounts resulting from remuneration through Restricted Stock Units (RSU), in accordance with art. 41, item I of the LRF, which (i) are liquid, certain, and undisputed, with no pending legal proceedings that have not become final and unappealable and no proofs or disputes of or challenges to claims that discuss their amount or rank; or (ii) are being or are to be discussed in legal actions;

“Tax Claims”: Mean tax Claims existing against the Americanas Group, including as a result of administrative or judicial proceedings;

“Creditors”: Means individuals or legal entities governed by public or private law, national or foreign, that hold Credits against the Americanas Group;

“Unsecured Creditors”: Means Creditors holding Unsecured Claims, pursuant to art. 41, item III, of the LRF;

“Option II Unsecured Creditors”: Means Financial Creditors that assume and are in compliance with their Non-Litigation Commitment (as defined in the Judicial Reorganization Plan), which may expressly choose to receive payment of the respective Option II Unsecured Claims Balance – Post-Reverse Auction (as defined in the Judicial Reorganization Plan) under the terms and conditions set out in the Judicial Reorganization Plan), by sending to the Issuer, within thirty (30) days from the Ratification Date, the adhesion instrument contained in **Exhibit 6.2.6** to the Judicial Reorganization Plan;

“Filing Date”: Means January 19, 2023;

“Surplus Repurchase Funds” Means the total amount of Funds Allocated to Repurchase that may be reduced proportionally, in accordance with the formula detailed in the Judicial Reorganization Plan, in the event of restructuring of Unsecured Credits under the terms of Restructuring Option I (as defined in Judicial Reorganization Plan) and the General Payment Method (as defined in the Judicial Reorganization Plan), which amount is a potential reduction of the initial Funds Allocated to Repurchase;

“LRF”: Means Law No. 11.101 of February 9, 2005, as amended by the date hereof;

“Net Revenue from Liquidity Events”: Means the total amount of the consideration (including, without limitation, through payment in cash or assumption of debts or obligations of the Companies Under Reorganization, with the exception of the liabilities that make up the Uni.co Net Assets, the HNT Net Assets, the AME Net Assets, and the Digital Net Assets, as applicable) attributed to one hundred percent (100%) of the shares (equity value) issued by a certain Defined UPI (as defined in the Judicial Reorganization Plan) owned by the Companies Under Reorganization and which are effectively sold to third parties by the Companies Under Reorganization; provided that such value shall be (a) net of the M&A Price Adjustment Amounts and the applicable M&A Cost Amounts; and (b) adding (x) the amount of any debts or obligations of the Companies Under Reorganization directly or indirectly assumed by the acquirer, with the exception of liabilities that make up 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 shall only be computed as Net Revenue from Liquidity Events if and in accordance with their effective release or disbursement to the Companies Under Reorganization. To avoid doubt, the “equity value” shall correspond to the economic value for shareholders, determined based on the economic value of the total assets (the concept of “enterprise value”) of the UPI in question, deducted from the amount of the net debt of the company or attributable to the UPI;

“Funds Allocated to Repurchase”: means the total amount of up to six billion and seven hundred million *Reais* (R\$6,700,000,000.00), which shall be adjusted by the accumulated variation (as long as positive) of the Broad Consumer Price Index – IPCA (the “IPCA”) between the Plan Approval and the date of repurchase of claims provided for in the Judicial Reorganization Plan, plus any Unused Reverse Auction Balance (as defined in the Judicial Reorganization Plan), and in any case subject to adjustments according to the formula described in the Judicial Reorganization Plan, to be used by the Issuer to pay the Option II Unsecured Claims Remaining Balance (as defined in the Judicial Reorganization Plan) in accordance with the formulas detailed in the Judicial Reorganization Plan, it being understood that the total amount to be paid to each Option II Unsecured Creditor in the context of the Repurchase of Unsecured Claims shall not, under any circumstances, exceed the respective Option II Unsecured Claims Remaining Balance;

“HNT SPE”: means the SPE to whose capital stock the Companies Under Reorganization shall contribute and/or transfer, through corporate and/or contractual transactions, all the HNT Net Assets;

“UPI”: Means each isolated production unit that may be timely incorporated by the Americanas Group with properties, rights, or assets of any nature, tangible or intangible, isolated or joint, in accordance with arts. 60 and 60-A of the LRF;

“AME UPI”: the UPI to be composed of the assets, liabilities, obligations, and rights described in **Exhibit 7.2.1(iii)** to the Judicial Reorganization Plan;

“Defined UPIs”: Means HNT UPI, Uni.Co UPI, AME UPI, and UPI Digital, collectively;

“Digital UPI”: the UPI to be composed of the assets, liabilities, obligations, and rights described in **Exhibit 7.2.1(iv)** to the Judicial Reorganization Plan;

“HNT UPI”: the UPI to be composed of the assets, liabilities, obligations, and rights described in **Exhibit 7.2.1(i)** to the Judicial Reorganization Plan;

“Uni.Co UPI”: the UPI to be composed of the assets, liabilities, obligations, and rights described in **Exhibit 7.2.1(ii)** to the Judicial Reorganization Plan

“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 price installments, contingent price (earn-outs), release of amounts deposited in escrow, and similar events.

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

“M&A Cost Amounts”: Means, in relation to the Defined UPIs that comprise the Uni.Co Net Assets, the HNT Net Assets, the AME Net Assets, and the Digital Net Assets, (i) the amounts of the costs and expenses proven to be incurred and necessary for the respective transaction (such as costs and expenses with legal, accounting, and financial advice and sales commission), limited, in the aggregate, to total amounts equivalent to five percent (5%) of the acquisition price for each transaction, it being understood that (a) in cases where the 5 five percent (5%) of the acquisition price for each transaction corresponds to more than twenty million *Reais* (R\$20,000,000.00), the M&A Cost Amounts shall not exceed forty million *Reais* (R\$40,000,000.00), and (b) in cases where the 5 five percent (5%) of the acquisition price for each transaction corresponds to less than twenty million *Reais* (R\$20,000,000.00), the M&A Cost Amounts shall not exceed twenty million *Reais* (R\$20,000,000.00); and (ii) the amounts of taxes paid (or that are disbursed in the same fiscal year as the closing of the transaction or the receipt of the corresponding amount by the Companies Under Reorganization) having as a taxable event the

incorporation or sale of the respective Defined UPI, including any corporate restructuring necessary for this purpose, it being understood that the Companies Under Reorganization shall be solely responsible for the payment of such taxes;

“Restructuring Capital Increase Surplus Amount”: Means, in the event of exercise of the preemptive right by the Issuer’s other shareholders at the time of the Restructuring Capital Increase (i.e. excluding the Reference Shareholders), the amount to be paid by these shareholders.

6.3. Optional Acquisition

6.3.1. The Issuer may, at any time, acquire Debentures, subject to the provisions of article 55, paragraph 3, of the Corporation Law and CVM Resolution No. 77 of March 29, 2022 (“CVM Resolution 77”), as long as it complies with any rules issued by the CVM, and this fact shall be notified to the market on the same date of the acquisition and, if required by applicable legal and regulatory provisions, shall be included in the management report and financial statements of the Issuer. The Debentures acquired by the Issuer in accordance with this Section may, at the Issuer’s discretion, be cancelled, be held in the Issuer’s treasury or placed back on the market. The Debentures acquired by the Issuer to be held in treasury under the terms of this Section, if and when placed back on the market, shall be entitled to the same Remuneration applicable to the other Debentures.

SECTION VII ACCELERATION

7.1. The Trustee shall consider the automatic acceleration of all obligations arising from the Debentures, subject to the provisions of Sections 7.3 and 7.4 below, regardless of judicial or extrajudicial notice or notification (the Trustee shall, however, send to the Issuer written communication informing such event within two (2) Business Days from the date when it becomes aware of it), subject to the respective cure periods, when applicable (each of these events, an “Automatic Event of Default”):

- a. Non-compliance, by the Issuer and/or the Guarantors, with any monetary obligation in favor of the Debentureholders related to the Debentures that was not remedied on the date on which the obligation was due;
- b. Acceleration of any other financial obligation contracted by the Issuer and/or the Guarantors and/or their direct or indirect subsidiaries, on or after the Issue Date, the remaining amount of which, individually or in the aggregate, at the time of declaration of acceleration, is equal to or greater than fifty million *Reais* (R\$50,000,000.00), or the equivalent in other currencies;
- c. Default of any financial obligation of the Issuer or the Guarantors or their direct or indirect subsidiaries, the individual or aggregate principal amount is equal to or greater than fifty million *Reais* (R\$50,000,000.00) or the equivalent in other currencies, except if the default of obligations is remedied by the Issuer or its subsidiaries, as the case may be, within the period set out in the respective instrument, if any, or, if there is no specific term, within five (5) Business Days counted from the respective default;
- d. Occurrence of any condition subsequent of the Judicial Reorganization Plan;
- e. failure to create the Collateral under the terms set out in this Indenture and in the Guarantee Agreement;
- f. the occurrence, except for the Judicial Reorganization and the Judicial Reorganization Plan, of (i) winding up, liquidation, or dissolution of the Issuer, except as provided for in the Judicial Reorganization Plan; (ii) insolvency, request for voluntary bankruptcy, request for bankruptcy not defeated within the legal period, or declaration of bankruptcy of the Issuer, [and/or any of its direct or indirect subsidiaries] and/or the Guarantors; (iii) the filing of a request for judicial reorganization, request for extrajudicial reorganization, or the proposal or communication, with any creditors, about the possibility of the Issuer and/or the Guarantors negotiating an extrajudicial reorganization plan; (iv) any similar procedure that may be created by law which is requested by or decreed against the Issuer or

the Guarantors or any of their direct or indirect subsidiaries, unless the request has been defeated within the legal period or made in error or bad faith by third parties, as long as the error or bad faith is validly proven within five (5) days from the date when it becomes aware of such request; (v) request by the Issuer [or any of its direct or indirect subsidiaries] and/or by the Guarantors for the measure provided for in paragraph 12 of article 6 of the LRF or for any preparatory, anticipatory, or similar measures for insolvency or judicial or extrajudicial reorganization proceedings, including in another jurisdiction; (vi) proposal by the Issuer [or any of its direct or indirect subsidiaries] and/or by the Guarantors of settlements and mediations preceding or incidental to insolvency proceedings under the terms of article 20-B of the LRF; or (vii) request by the Issuer [or any of its direct or indirect subsidiaries] and/or by the Guarantors for stay of the execution of debts for the purpose of preparing insolvency proceedings; and

g. Change in the type of organization of the Issuer.

7.2. Without prejudice to the provisions of Section 7.1 above, upon occurrence of any of the events indicated below, the Trustee shall call a Debentureholders Meeting, in accordance with Section 7.3.1 below, with a view to resolving on the declaration of acceleration of the Debentures, subject to the specific quorum established in Section 7.3.1.1 below, and any Debentureholders Meeting provided for herein may also be called by the Issuer, in accordance with Section 10.1 below (each, a “Non-Automatic Event of Default” and, together with the Automatic Events of Default, the “Events of Default”):

a. Non-compliance, by the Issuer, by any of the Guarantors, and/or by any of the Companies Under Reorganization, with any of their obligations, monetary or otherwise, provided for in the Judicial Reorganization Plan, which is not remedied within [two (2)] Business Days;

b. Untruthfulness, inaccuracy in any material aspect, inconsistency, or outdatedness of any of the representations or warranties provided by the Issuer and/or the Guarantors in this Indenture and/or in any documents within the scope of the Offering and/or in the Guarantee Agreement, as applicable, on the dates on which they were provided;

c. Invalidity, ineffectiveness, nullity, or unenforceability of this Indenture and/or any of the Guarantee Agreements and/or the Guarantee Agreement, by means of a judicial and/or administrative decision whose effects are not stayed by the Issuer within ninety (90) days from publication of the judicial or administrative decision referred to in this section;

d. Non-compliance with any execution order for a certain amount arising from a final court decision against the Issuer or the Guarantors or any of their direct or indirect subsidiaries the individual or aggregate amount of which exceeds fifty million *Reais* (R\$50,000,000.00), or the equivalent in other currencies, except in the event of (i) a judicial bond by any means (including a letter of guarantee), without the need for the actual disbursement of the respective amount by the Issuer and/or the Guarantors or any of their direct or indirect subsidiaries on account of this guarantee provided; and/or (ii) suspension or cancellation of the immediate demand for payment of such amount for any reason, including, without limitation, obtaining a decision with suspensive effect before the court that determined the execution of the instrument or a higher court;

e. Granting, by the Companies Under Reorganization of financing, loans, or any other type of credit transaction, by any means, to any individual or legal entity, company, entity, or vehicle of any nature, the individual or aggregate amount of which exceeds ten million *Reais* (R\$10,000,000.00), except financing, loans, or any other type of credit transaction as permitted under the Judicial Reorganization Plan. For clarification purposes, advance payment transactions carried out between Companies Under Reorganization in the normal exercise of their import activities are not and shall not be considered credit transactions;

f. In relation to the Issuer, without prejudice and in addition to the other events of acceleration provided for herein, (a) the creation of any lien, understood as mortgage, pledge, fiduciary alienation, fiduciary assignment, usufruct, trust, charge, encumbrance, or other act that has a practical effect similar to any of the foregoing (“Lien”) on any property, rights, or assets owned by it, and only if the Liens

created after the Issue exceed, in total aggregate value, the limit of two hundred million *Reais* (R\$200,000,000.00) provided for in Section 8.1(cc) below and, in any case, excluding from such limit (i) the assets of the Defined UPIs and the assets listed in Exhibit 4.1.4 of the Judicial Reorganization Plan, which may be sold and encumbered exclusively under the terms of the Judicial Reorganization Plan, and (ii) the creation of Liens on trademarks of any kind owned by the Companies Under Reorganization and/or their subsidiaries; (b) the creation of Liens on shares issued by the Issuer and held by the Reference Shareholders; (c) except for the financing provided for in the Judicial Reorganization Plan and discounts of performing receivables, the contracting or assumption of new debts or financial obligations of any nature that exceed the total aggregate limit of seven hundred and fifty million *Reais* (R\$750,000,000.00), which shall be annually adjusted by the accumulated variation (if positive) of the IPCA, as provided for in Section 8.1(cc) below; (d) provision of any personal guarantee, collateral, or fiduciary guarantee in favor of any new or existing debt, except for the Collateral; (e) distribution of funds to its shareholders in any form, including, without limitation, the payment of dividends, interest on equity, capital reduction, and redemption of shares; and (f) sale, assignment, disposition, transfer, donation, or any other form of disposal of any assets owned by it, with the exception of the sale of the Defined UPIs, of Relevant Assets within the total aggregate limit of two hundred million *Reais* (R\$200,000,000.00) provided for in Section 8.1(cc) below and the assets listed in Exhibit 4.1.4 of the Judicial Reorganization Plan, exclusively under the terms of the Judicial Reorganization Plan;

g. Legitimate protest of instruments against the Issuer and/or the Guarantors or their direct or indirect subsidiaries: (a) in an aggregate amount exceeding fifty million *Reais* (R\$50,000,000.00), or the equivalent in other currencies; or (b) in an individual amount exceeding ten million *Reais* (R\$10,000,000.00), or the equivalent in other currencies, unless, within thirty (30) calendar days from such protest, it is validly proven by the Issuer, its controlling companies and/or its subsidiaries, and/or the Guarantors that: (i) the protest was made in error or bad faith by third parties; (ii) the protest was canceled or suspended; (iii) the protested amount was duly paid; or (iv) guarantees were provided by the Issuer or its direct or indirect subsidiaries, as the case may be, and accepted by the Judiciary;

h. A spin-off, consolidation, merger (including merger of shares), or any other form of corporate restructuring involving the Issuer and/or the Guarantors and/or any of their direct or indirect operational subsidiaries, except if (i) prior consent is obtained from Debentureholders representing at least seventy-five percent (75%) of the Outstanding Debentures present at the Debentureholders Meeting; and (ii) provided for in the Judicial Reorganization Plan;

i. In the event of a transfer of Control of the Issuer and/or Guarantors. For the purposes of this Section, “Control” means, under the terms of art. 116 of the Corporation Law, (i) the ownership of shareholder rights that guarantee their holder, on a permanent basis, the majority of votes in corporate resolutions and the power to elect the majority of the company’s managers; and (ii) the effective use of such power to direct corporate affairs and guide the operation of corporate bodies. The phrases and terms “Controlling,” “Controlled by,” “under common Control,” and “Controlled” have the meanings logically arising from this definition of “Control”;

j. Carrying out a reduction in the capital stock of the Issuer and/or the Guarantors that generates an impact on the performance of obligations set out in this Indenture and that has a purpose other than absorbing losses, without prior consent from Debentureholders representing at least seventy-five percent (75%) of the Outstanding Debentures present at the Debentureholders Meeting;

k. Alteration or modification of the corporate purpose of the Issuer and/or the Guarantors so as to substantially change the predominant line of business currently operated by the Company;

l. A judicial challenge by the Issuer, the Companies Under Reorganization, or any of their controlling companies and/or subsidiaries of the validity and/or enforceability of this Indenture and/or the Debentures and/or any of the Guarantee Agreements and/or the Suretyship Agreement;

m. Non-compliance with a court decision within the scope of Judicial Reorganization;

n. Redemption or amortization of shares, distribution and/or payment, by the Issuer and/or the

Guarantors of dividends, interest on equity, loan payments, or cancellation of AFACs, or any other distribution of profits to the shareholders of the Issuer and/or of the Guarantors;

o. A challenge by any third party, including the trustee, the Public Prosecution Office, any shareholder of the Companies Under Reorganization, or any of the creditors qualified in the Judicial Reorganization about the validity, effectiveness, and/or enforceability of this Indenture and/or the Debentures and/or the Guarantee Agreements and/or Suretyship Agreement and the rendering of a decision in favor of the challenge which is not reversed within fifteen (15) calendar days from such decision;

p. If the Debentures, this Indenture, and/or any of the Guarantee Agreements are unenforceable, declared null or void, wholly or in part, in accordance with any judicial, administrative, or arbitration decision;

q. transfer or any form of assignment or promise of assignment to third parties by the Issuer and/or the Guarantors of the obligations assumed or to be assumed by the Issuer in this Indenture, in the Guarantee Agreements, in the Suretyship Agreement, and in any of the other documents related to the Debentures;

r. Subordination of the debt represented by the Debentures to any other debt or obligation of any nature or the existence of an act or determination by a judicial or governmental authority that affects or may affect the seniority of the debt represented by the Debentures to any other debt or obligation of any nature the Issuer and/or the Guarantors;

s. Non-compliance, by the Issuer and/or the Guarantors, with any non-monetary obligations arising from this Indenture, the Guarantee Agreements, the Suretyship Agreement, or any of the other documents related to the Debentures, as long as it is not remedied within ten (10) calendar days counted from the respective non-compliance, it being understood that this period does not apply to obligations for which a specific period has been stipulated in this Indenture, in the Guarantee Agreements, in the Suretyship Agreement, or in other documents related to the Debentures;

t. Contracting or assumption by the Issuer and/or the Guarantors or any company in which they hold shares of debts or financial obligations of any nature or amount, new or existing, except for those expressly provided for in the Judicial Reorganization Plan or in this Indenture;

u. With respect to any of the assets subject to the Collateral and/or any of the rights inherent thereto, under the terms of the Guarantee Agreements, as applicable, termination, cancellation, amendment, or any form of alteration, disposition, sale, assignment, transfer, exchange, contribution to capital, lending, loan, rental, lease, accord and satisfaction, endorsement, discount, or any other form of transfer or disposal, including by means of capital reduction, or creation of any Lien (except for the Collateral), or permission for any of the above acts to be carried out, in any of the cases of this section, with or without consideration, wholly or in part, directly or indirectly, even if for or in favor of a person from the same business group;

v. If the Collateral, for any reason, becomes unfit, ineffective, invalid, inappropriate, or insufficient to secure compliance with any of the obligations assumed in this Indenture and in any of the other documents related to the Debentures;

w. If, for any reason, the Issuer ceases to have a category “A” public company registration with the CVM;

x. [If, for any reason, the Issuer’s shares cease to be listed in the Novo Mercado segment of B3, and the Issuer publishes, as offeror, a notice of public offering for the acquisition of shares for delisting from the Novo Mercado segment of B3];

y. Cancellation, revocation, suspension, or failure to obtain or renew authorizations, permits, or licenses (including environmental ones) necessary for the regular exercise of activities carried out by the Issuer and/or the Guarantors that adversely and materially affect the regular exercise of activities carried out by the Issuer and/or by the Guarantors;

z. Occurrence of the following events in the Judicial Reorganization:

- (i) if any court of competent jurisdiction or other relevant regulatory or governmental authority issues an order or decision (i) preventing the consummation, declaring illegal, invalid, ineffective, or unenforceable, or in any way limiting the Judicial Reorganization Plan or (ii) declaring any provision of this Indenture or the Guarantee Agreements, as well as any other document related to the Judicial Reorganization Plan, illegal, invalid, ineffective, or unenforceable;
- (ii) If the Judicial Reorganization is terminated or converted into liquidation (bankruptcy) by the Reorganization Court in accordance with the applicable provisions of the LRF;
- (iii) A decision is rendered within the scope of the Judicial Reorganization to (A) obtain financing not otherwise permitted under this Indenture, (B) create any Lien on assets of the Issuer or on or affecting any of the assets subject to the Guarantee Agreements without prior consent from the Debentureholders, (C) use any of the assets subject to the Guarantee Agreements in a manner inconsistent with this Indenture and the Guarantee Agreements, (D) alter, supplement, stay, cancel, or otherwise modify this Indenture and the Guarantee Agreements (except in relation to changes in wording) without consent from the Debentureholders, (E) prevent or demand the cancellation of any portion of the payments made on account of the obligations due under this Indenture and the Guarantee Agreements, (F) cancel, extend, or obtain a similar measure in relation to the period of stay of actions referred to in article 6, paragraph 4 of the Corporation Law, in order to (x) allow any creditor of the Issuer to foreclose or enforce a Lien on any property subject to the Guarantee Agreements or on any other guarantees that may be created ("Collateral"), or (y) in relation to any Lien on or the granting of any Lien on any Collateral to any environmental regulatory agency or authority, or (G) grant any other claim with a post-petition priority or Lien equal to or greater than that granted to Debentureholders represented by the Trustee (except as otherwise permitted under this Indenture and the Guarantee Agreements);
- (iv) If the Issuer or any other interested party submits to the Reorganization Court any request whose subject matter is inconsistent in any material aspect with this Indenture, the Guarantee Agreements, or the Judicial Reorganization Plan and the withdrawal of such request is not filed within two (2) Business Days from the Filing Date;
- (v) If the decision of the Reorganization Court that ratified the Judicial Reorganization Plan is stayed or reversed by any relevant authority, even if on a preliminary and/or provisional basis;
- (vi) If the Issuer changes the Judicial Reorganization Plan, its exhibits, or any of the documents related to the Judicial Reorganization Plan without prior consent from the Creditors in a way that negatively affects the Creditors' interest in relation to the Judicial Reorganization Plan or the Judicial Reorganization or is inconsistent with this Indenture;
- (vii) If the Issuer changes the list of creditors included in the Judicial Reorganization Plan to add any creditor or increase the amount of the claim of any of the creditors listed in these documents without prior consent from the Creditors;
- (viii) If the Issuer makes any payment to any affiliate or related party without prior consent from the Creditors; and
- (ix) If the Issuer makes any payment, whether of principal, interest, or others, in relation to any pre-petition claims or any indebtedness existing up to the Filing Date, unless specifically contemplated and described in the Judicial Reorganization Plan.

7.3. The occurrence of any of the Automatic Events of Default described in Section 7.1 above shall result in automatic acceleration of the Debentures, regardless of any consultation with Debentureholders, applying the provisions of Section 7.4 below.

7.3.1. In the event of any of the Non-Automatic Events of Default described in Section 7.2 above, as long as they are not remedied within the respective specific cure periods, as applicable, the Trustee shall, within two (2) Business Days from the date on which it becomes aware of the occurrence of such event, call a Debentureholders Meeting to resolve on the declaration of acceleration of the Debentures, subject to the call procedure provided for in Section X and the specific quorum established in Section

7.3.1.1 below.

7.3.1.1. The Debentureholders Meetings referred to in Section 7.3.1 above may only order the Trustee to declare the acceleration of the Debentures by resolution of Debentureholders holding at least seventy-five percent (75%) of the Outstanding Debentures.

7.3.1.2. Any Debentureholders that are Shareholders of the Issuer due to the shares received in the Restructuring Capital Increase shall have the right to speak and vote at the Debentureholders Meetings without any limitation, it being understood that the status of Shareholder of the Issuer shall not, under no circumstances, be used to disregard, override, disqualify, or in any way challenge the vote of the respective Debentureholder at the Debentureholders Meetings.

7.3.1.3. If there is no quorum, whether for opening the meeting and/or pass resolutions, on second call of the Debentureholders Meeting as provided in Section 7.3.1.1 above, the Trustee shall refrain from considering the obligations arising from the Debentures as accelerated until further resolution by the Debentureholders in accordance with this Indenture.

7.4. Subject to the provisions of this Section VII, in the event of acceleration of the Debentures, the Issuer undertakes to pay, including as a result of the foreclosure or enforcement of the Collateral, all the Debentures, with their consequent cancellation, through the immediate payment of the Unit Par Value (or balance of the Unit Par Value, as applicable), in the case of the First Series Debentures and Third Series Debentures, or the Adjusted Unit Par Value (or balance of the Adjusted Unit Par Value, as applicable), in the case of the Second Series Debentures and Fourth Series Debentures, plus the Remuneration Interest of the respective Series, calculated on a prorated basis from the Issue Date of the respective Series (or from the Remuneration Interest Payment Date of the respective immediately preceding Series, as the case may be) to the date of actual payment, and of the other Late-Payment Charges due under the terms of Section 4.7 of this Indenture, outside the B3 environment, subject to the provisions of Section 7.5 below.

7.5. Once the Debentures are accelerated, the Trustee shall send a notice to B3 informing about the acceleration of the Debentures immediately after the declaration of acceleration, in accordance with the other terms and conditions of the B3 Operations Manual.

7.6. If the payment of all the Debentures provided for in Section 7.4 above is made through B3, the Issuer shall communicate to B3, through correspondence in conjunction with the Trustee, about such payment at least five (5) Business Days in advance of the date set for its completion.

SECTION VIII

ADDITIONAL OBLIGATIONS OF THE ISSUER

8.1. Subject to the other obligations set out in this Indenture, while the outstanding balance of the Debentures is not fully paid, the Issuer [and ST are also required, as applicable], to:

(a) Provide the Trustee with:

(a.1) No later than ninety (90) days after the end of each fiscal year (or a longer period, as permitted by specific regulations) or on the date of its publication, whichever occurs first, a copy of its consolidated audited financial statements for the fiscal year then ended, prepared in accordance with the accounting principles generally accepted in Brazil, accompanied by the management report, the independent auditors' opinion, and the independent auditors' special review report, as well such as (i) a copy of any communication from the independent auditors to the Issuer or to members of its management and respective replies relating to such financial statements, the accounting system, management, or accounts of the Issuer and (ii) a statement from the Issuer's legal representative(s) attesting to compliance with all obligations contained in this Indenture;

(a.2) No later than forty-five (45) days after the end of each quarter of the fiscal year (or a longer period, as permitted by specific regulation), or on the date of its disclosure, whichever occurs first, a copy of its consolidated revised financial statements for the respective quarter, accompanied by the independent auditors' special review report, as well as (i) a copy of any communication from the

independent auditors to the Issuer or to members of its management and respective replies relating to such financial statements, the accounting system, management, or accounts of the Issuer; and (ii) a statement from the Chief Investor Relations Officer attesting to compliance with all obligations contained in this Indenture;

(a.3) A copy of the periodic and occasional information required by CVM Resolution No. 80 of March 29, 2022 ("CVM Resolution 80"), as amended, within the deadlines set out therein;

(a.4) Notices to Debentureholders, material facts, and minutes of meetings that in any way involve the interests of Debentureholders within five (5) business days of the date on which they are disclosed to the market;

(a.5) Within ten (10) days from the receipt of the request, any relevant information in relation to the Debentures that may be reasonably requested in writing by the Trustee so that the Trustee can comply with its obligations under this Indenture and CVM Resolution No. 17 of February 9, 2021, as amended ("CVM Resolution 17"), or in another term if so determined by the relevant authority;

(a.6) A copy of any correspondence or judicial or extrajudicial notice received by the Issuer relating to an Event of Default or this Indenture, including any of the Events of Default, immediately after receipt;

(a.7) Information about non-compliance with any clause, terms or conditions, of this Indenture, without prejudice to the provisions of clause "j" below;

(a.8) All financial data and corporate acts related to the Issue and necessary to prepare the report mentioned in item "p" of Section 9.5.1 below which may be requested by the Trustee, within the deadlines in which such financial data and corporate acts have been publicly disclosed;

(a.9) Within five (5) Business Days counting from the date of its respective filing with the JUCERJA, an electronic PDF copy, with the digital seal of the JUCERJA, of this Indenture and any duly filed amendments;

(a.10) An original copy with the attendance list and an electronic (PDF) copy with the appropriate digital seal of the JUCERJA of the acts and meetings of Debentureholders that make up the Issue; and

(a.11) No later than five (5) Business Days counted from its registration with the Relevant Registries – Collateral, a registered original copy of the Collateral Agreement.

(b) Prepare and carry out adequate publicity of economic and financial data, in accordance with the terms required by the Corporation Law and/or other applicable regulations, promoting the publication of its annual financial statements;

(c) Keep its accounting updated and make the respective records in accordance with the accounting practices adopted in the Federative Republic of Brazil and allow representatives of the Trustee (or an independent auditor hired by it, at the Issuer's expense) to have unrestricted access, as long as the respective request is accompanied by a report that substantiates the need for such access (i) to any and all independent auditor's reports delivered to the Issuer regarding its financial statements; and (ii) the books and other accounting records of the Issuer, when resolved by the Debentureholders Meeting;

(d) Call, under the terms of Section X of this Indenture, a Debentureholders Meeting to resolve on any matters directly or indirectly related to this Issue, if the Trustee is required to do so under this Indenture but fails to do it;

(e) Comply with all determinations issued by the CVM, by sending documents and also providing any information requested by the CVM;

(f) Always keep its registration as a publicly-held company with the CVM up to date, in accordance with the applicable regulations;

(g) Structure and maintain in adequate operation a department to efficiently serve Debentureholders, being able to use, for this purpose, the structure and bodies designed to provide service to its

shareholders, or retain, at the Issuer's expense, financial institutions authorized to provide such service;

(h) Not change its main lines of business as provided for in its Bylaws, not carry out transactions outside its corporate purpose, and not perform any act in disagreement with its Bylaws, the Judicial Reorganization Plan, and/or this Indenture, especially those that may directly or indirectly compromise the timely and full performance of the obligations assumed towards Debentureholders;

(i) Obtain, comply with the terms of, and perform all necessary acts to maintain in full force all authorizations, approvals, licenses, and consents required under Brazilian laws and regulations for the regular exercise of activities carried out by the Issuer or its direct or indirect subsidiaries, as well as to allow the Issuer to comply with the obligations set out in this Indenture or to ensure the legality, validity, and enforceability of these obligations;

(j) Apply the proceeds from the Issue strictly as described in Section 3.4 above;

(k) Comply with all applicable laws, rules, regulations, and orders in any jurisdiction in which it does business or has assets, including, without limitation, (i) laws and regulations relating to occupational health and safety and the environment, including with regard to prostitution, child labor, labor in conditions similar to slavery, and the rights of forestry workers (in particular, without limitation, the right over areas occupied by indigenous peoples, as declared by the relevant authority) ("Social and Environmental Law"); and (ii) Law No. 12.846 of August 1, 2013, or under the terms of any other anti-bribery or anticorruption law, as applicable ("Anticorruption Laws");

(l) Except in relation to those payments that are being challenged by the Issuer at the judicial or administrative level, keep up to date the payment of all taxes due to the Federal, State, or Municipal Treasury;

(m) Take all necessary measures to:

(m.1) Preserve all its rights, ownership titles, licenses (including environmental licenses), permits, and assets necessary to conduct its business and the business of its direct or indirect subsidiaries, within the respective corporate purpose and usual commercial practices;

(m.2) Maintain in good condition the assets used in the conduct of its business and in the conduct of the business of its direct or indirect subsidiaries, except for the normal wear and tear of these assets;

(m.3) Keep the assets necessary for carrying out its main activities adequately insured by first-class insurance companies, in accordance with current practices in its industry; and

(m.4) Extend the measures listed in sub-items "m.1" to "m.3" above to the companies under its control;

(n) Retain and maintain, at its own expense, throughout the term of the Debentures, service providers inherent to the obligations set forth in this Indenture, including (i) the Trustee; (ii) the Settlement Bank, and the Bookkeeper; and (iii) B3, and keep the Debentures deposited for trading at B3 during the term of the Debentures, bearing the costs of such registration;

(o) Promptly pay for the services related to the registration of Debentures with B3;

(p) Pay all expenses proven by the Trustee that may be necessary to protect the rights and interests of Debentureholders or to realize their claims, including attorney's fees and other reasonable expenses and costs incurred as a result of the collection of any amount owed to Debentureholders under the terms of this Indenture;

(q) Inform B3 of the amount and payment date of any and all remuneration relating to the Debentures;

(r) Maintain valid and regular, during the term of the Debentures and as long as there are Outstanding Debentures, the representations and warranties presented in this Indenture, as applicable;

(s) Not use and cause its respective directors, officers, and employees to not use the proceeds from this Issue (A) to favor an offer, payment, promise of payment, or authorization for payment or delivery of money or any other valuable to any Person in violation of the Anticorruption Law or (B) for financing

or facilitating any activities, businesses, or transactions of or with any Person, in violation of the Anticorruption Law. For the purposes of this Indenture, “Person” means an individual or legal entity, incorporated or not, a voluntary association, any government, any government agencies, or any other government entities;

(t) Immediately communicate to the CVM and the Trustee any default of obligations contracted towards the Debentureholders;

(u) Inform and send, within thirty (30) days before the end of the period for providing to the CVM the annual report mentioned in item “p” of Section 9.5.1, the organizational chart of its corporate group, in accordance with CVM Resolution 17, which shall include, without limitation, its controlling shareholders, subsidiaries, companies under common control, affiliates, and control block members, at the end of each fiscal year;

(v) Provide, within the scope of the Issue, sufficient, true, accurate, consistent, and updated information to the Trustee and the Debentureholders, in accordance with article 24 of CVM Resolution 160;

(w) Not disclose to the public information relating to the Issuer, the Issue, or the Debentures in violation of the provisions of applicable regulations, including, without limitation, the provisions of articles 10 et seq. of CVM Resolution 160;

(x) Comply with the obligations established in CVM Resolution 160, as applicable;

(y) Comply with the obligations established in article 89 of CVM Resolution 160, which are (i) to prepare year-end financial statements and, if applicable, consolidated statements in accordance with the Corporation Law and the CVM regulations; (ii) submit its financial statements to audit by an auditor registered with the CVM; (iii) disclose, by the day before the start of trading, the financial statements, accompanied by the notes thereto and the independent auditors’ report, for the last three (3) fiscal years ended; (iv) disclose the subsequent financial statements, accompanied by the notes thereto and the independent auditors’ report, within three (3) months from the end of each fiscal year; (v) comply with the provisions of specific CVM regulations regarding the duty of secrecy and prohibitions on trading; (vi) disclose the occurrence of a material fact, as defined in specific CVM regulations; and (vii) publish on its website the annual report and other communications sent by the Trustee on the same date of receipt, subject also to the provisions of item (iv) above. The documents provided for in items (iii), (iv), and (vi) above shall be made available (a) for a period of three (3) years on the Issuer’s website and (b) in a system made available by the B3;

(z) Maintain the Collateral always valid, assessable, and enforceable until the Debentures are fully settled;

(aa) Take or cause to be taken all necessary or desirable actions to (a) conduct the Judicial Reorganization in accordance with the Judicial Reorganization Plan and the documents related to the Judicial Reorganization Plan; and (b) comply with the goals and deadlines defined in the Judicial Reorganization, in the Judicial Reorganization Plan, and in this Indenture for voting and implementing the Judicial Reorganization and in the documents related to the Judicial Reorganization Plan;

(bb) Whenever reasonably requested by the Debentureholders, hold or be available to participate in a meeting (at a mutually acceptable place and date or by telephone) with the Debentureholders and the Issuer’s management, with the participation of the Trustee whenever necessary, about the financial results and operations of the Issuer and monitoring of any developments in the Judicial Reorganization;

(cc) Not (i) sell or create Liens on assets, movable or immovable, forming part of the permanent (non-current) assets of the Companies Under Reorganization in an amount, individual or aggregate, exceeding two hundred million *Reais* (R\$200,000,000.00), with the exception of the sale of assets for divestment listed in Exhibit 4.1.4 to the Judicial Reorganization Plan and the sale or encumbrance of the assets that make up the Defined UPIs as authorized by the Judicial Reorganization Plan; (ii) except for the financing provided for in the Plan and discounts of performing receivables, contract or assume new debts or financial obligations of any nature, in an amount, individual or aggregate, exceeding seven

hundred and fifty million *Reais* (R\$750,000,000.00), which shall be adjusted annually by the accumulated variation (if positive) of the IPCA; and (iii) carry out, with the exception of the Restructuring Capital Increase and Authorized Capital Increases (as provided for in the Judicial Reorganization Plan), any capital increase of the Issuer if the shares issued by the Issuer are not listed in the Novo Mercado segment of B3, unless approved by the Debentureholders, which may resolve on the parameters, terms, and conditions of the respective capital increase, including the issue price of the new shares, as provided for in Section 7.4 of the Judicial Reorganization Plan;

(dd) Not grant financing, loans, advances, or any other type of credit transaction, by any means, to any individual or legal entity, company, entity, or vehicle of any nature, the individual or aggregate amount of which exceeds ten million *Reais* (R\$10,000,000.00), except financing, loans, or any other type of credit transaction as permitted under the Judicial Reorganization Plan. For clarification purposes, advance payment transactions carried out between Companies Under Reorganization in the normal exercise of their import activities are not and shall not be considered credit transactions; and

(ee) (i) Except (a) as expressly provided for and authorized under the terms of this Indenture and except for the acts necessary for the incorporation and disposal of the Defined UPIs, (b) as established in the Judicial Reorganization Plan and this Indenture, and (c) for the encumbrance of rights and assets to secure tax contingencies, not transfer, contribute, assign to capital, or otherwise encumber its assets, including intangible assets and Americanas' customer or supplier base, for the sale of other products or services; and (ii) not execute or enter into long-term contracts or agreements that are free or without consideration or on a non-arm's length basis, in any event, with its Affiliates or Related Parties, except upon prior approval from Debentureholders holding 75% of Outstanding Debentures present at the Debentureholders Meeting called to resolve on the specific transaction.

SECTION IX TRUSTEE

9.1. Appointment

9.1.1. The Issuer names and appoints [•], qualified above, as Trustee of the Debentureholders of this Issue, which hereby lawfully accepts the appointment to, in accordance with the law and this Indenture, represent the community of Debentureholders before the Issuer.

9.2. Representation

9.2.1. The Trustee hereby represents, under penalty of law, that:

- (a) It is not under any legal impediment, in accordance with paragraph 3 of article 66 of the Corporation Law and article 6 of CVM Resolution 17, to perform the duties conferred on it;
- (b) It has verified the truthfulness of the information relating to the Collateral and the consistency of the information contained in this Indenture and in the Guarantee Agreements based on the information provided by the Company, having taken steps to remedy any omissions, failures, or defects of which has been made aware;
- (c) It accepts the role assigned to it, fully assuming the duties and responsibilities provided for in specific law, in this Indenture, and in the Guarantee Agreements;
- (d) It fully accepts this Indenture and the Guarantee Agreements and all their clauses and conditions;
- (e) It does not have any connection with the Issuer that would prevent it from performing its duties;
- (f) It is aware of Central Bank of Brazil Circular No. 1.832 of October 31, 1990;
- (g) It is duly authorized to enter into this Indenture and the Guarantee Agreements and to comply with its obligations set forth herein and therein, having satisfied all legal and statutory requirements necessary to do so;
- (h) It is not in any of the conflict of interest situations provided for in article 6 of CVM Resolution 17;

- (i) It is duly qualified to carry out trustee activities in accordance with the applicable regulations in force;
- (j) This Indenture and the Guarantee Agreements are legal, valid, binding, and effective obligations of the Trustee, enforceable in accordance with their terms and conditions;
- (k) The execution of this Indenture and the Guarantee Agreements and the performance of its obligations set forth herein and therein do not violate any obligation previously assumed by the Trustee;
- (l) The person representing it in the execution this Indenture and the Guarantee Agreements has sufficient powers to do so;
- (m) Based on information issued with the Issuer, it has found that it does not perform the role of trustee in any issues of the Issuer's business group; and
- (n) It shall ensure equitable treatment to all investors in the securities issues described in paragraph "m" above.

9.3. Remuneration of the Trustee

9.3.1. Fees shall be owed to the Trustee for the performance of the duties and responsibilities that are incumbent upon it, under the terms hereof and of the laws in force, corresponding to (i) an implementation installment in the amount of [•] (R\$[•]), due by the [•] ([•]th) business day counted from the date of execution of the Debentures this Indenture (sic) and (ii) annual installments in the amount of [•] (R\$[•]), the first installment being due on the same day as the due date of installment (i) above in the subsequent year and the others on the same day in subsequent years.

9.3.1.1. The installment mentioned in Section 9.3.1 above shall be adjusted annually by the accumulated variation of the IPCA/IBGE or, in the absence of the latter or impossibility of its use, by the index that replaces it, from the date of the first payment to the following payment dates.

9.3.1.2. In the event of cancellation or redemption of all Outstanding Debentures, the Trustee shall be entitled only to the remuneration calculated on a prorated basis for the period of actual provision of services and shall refund to the Issuer the difference between the remuneration received and that to which it was entitled, without prejudice to the provisions of Section 9.3.1.1 above.

9.3.1.3. The installments mentioned in Section 9.3.1 above shall be increased by ISS (Service Tax), PIS (Contribution to the Social Integration Program), COFINS (Contribution for the Financing of Social Security), CSLL (Contribution on Net Income), IRRF (Withholding Income Tax), and any other taxes that may be levied on the Trustee's remuneration at the rates in force on the dates of each payment.

9.3.1.4. The installments mentioned in Section 9.3.1 above may be invoiced by any company in the business group, including, without limitation, [•], registered with CNPJ/MF No. [•], as long as the company is the issuer of the fiscal document.

9.3.1.5 In case of late payment of any amount due, the overdue payments shall be subject to a contractual fine of two percent (2%) on the overdue amount, as well as default interest at a rate of one percent (1%) per month.

9.3.2. In case of default by the Issuer or restructuring of the transaction conditions, the Trustee shall be owed an additional remuneration equivalent to [•] *Reais* (R\$[•]) per man-hour of work dedicated to activities related to the Issue, including, without limitation, (i) attendance at formal meetings or conference calls with the Issuer, Debentureholders, or other parties to the Issue, including their respective meetings; (ii) the analysis and/or preparation of any amendments to the transaction documents, minutes of meetings, and/or any documents necessary for the provisions of the following item; and (iii) implementation of the resulting decisions passed at such events, which remuneration shall be paid within ten (10) days after the verification and approval by the Issuer of the respective "Time Sheet."

9.3.3. The services covered by the remuneration provided for in Section 9.3.1 above are those described

in CVM Resolution 17 and the Corporation Law.

9.4. Replacement

9.4.1. In the event of temporary impediments, resignation, intervention, judicial or extrajudicial liquidation, bankruptcy, death, or any other case of vacancy, a Debentureholders Meeting shall be held within thirty (30) calendar days counting from the event that determines it for the selection of the new trustee, which may be called by the Trustee to be replaced, by the Issuer, by Debentureholders representing at least ten percent (10%) of the Outstanding Debentures, or by the CVM. If the calling does not occur within fifteen (15) calendar days before the end of the abovementioned period, the Issuer shall be responsible for calling it, subject to a period of fifteen (15) days for the first call and eight (8) days for the second call; provided that the CVM may call the Debentureholders Meeting or appoint a provisional replacement until the process of selection of the new Trustee has been completed, in accordance with article 7 of CVM Resolution 17.

9.4.2. The remuneration of the new trustee shall be the same as that already provided for in this Indenture, unless another is negotiated with the Issuer and expressly accepted in advance in writing.

9.4.2.1. If the Trustee is effectively replaced, the replacement shall receive the same remuneration received by the Trustee in all its terms and conditions, and the first annual installment due to the replacement shall be calculated on a prorated basis from the start date of its term as trustee.

9.4.3. If the Trustee is unable to continue performing his duties due to circumstances supervening to this Indenture, it shall immediately communicate the fact to the Debentureholders and the Issuer by calling a Debentureholders Meeting and requesting its replacement.

9.4.4. The Debentureholders are entitled, after the deadline for the distribution of Debentures on the market, to replace the Trustee and appoint its replacement at a Debentureholders Meeting specially called for this purpose.

9.4.5. The replacement, on a permanent basis, of the Trustee shall be communicated to the CVM within seven (7) Business Days counted from the filing of the amendment to this Indenture with the JUCERJA and shall be subject to the requirements set out in CVM Resolution 17 and any subsequent rules.

9.4.6. Together with the communication regarding the replacement, the following shall be sent to the CVM: (i) a statement signed by a statutory officer of the new trustee regarding the non-existence of a conflict of interest situation that would prevent it from performing its duties and (ii) if the new trustee is not registered with the CVM, (a) proof that the new trustee is a financial institution previously authorized to operate by the Central Bank of Brazil whose corporate purpose is the administration or custody of assets of third parties and (b) registration information indicated in the specific regulations on the registration of securities market participants.

9.4.7. The replacement of the Trustee shall be the subject of an amendment to this Indenture, which shall be duly filed with the JUCERJA and registered with the Relevant Registries.

9.4.8. The Trustee shall begin performing its duties from the date of this Indenture or, in the case of a replacement trustee, on the date of execution of the corresponding amendment to the Indenture, and shall remain performing its duties until its effective replacement or until the date of full settlement of the Debentures, as applicable.

9.4.9. The rules and provisions of the CVM apply to the cases of replacement of the Trustee.

9.5. Duties

9.5.1. In addition to any others provided for in law, in CVM normative acts, or in this Indenture, the following are the duties and attributions of the Trustee:

- (a) To carry out its activities with good faith, transparency, and loyalty towards the Debentureholders;
- (b) To represent the interests of Debentureholders, in accordance with this Indenture;

- (c) To take all necessary measures so that the Debentureholders, represented by the Trustee, realize their claims, subject to the provisions of this Indenture;
- (d) To protect the rights and interests of Debentureholders, using in the performance of its duties the degree of care and diligence that every active and honest person usually employs in the administration of their own assets;
- (e) To be fully responsible for the contracted services, in accordance with the laws in force;
- (f) To resign from the position in the event of conflicts of interest or any other form of disqualification;
- (g) To keep in good order all documentation relating to the performance of its duties;
- (h) To verify, at the time of accepting the role, the consistency of the information contained in this Indenture and in the Guarantee Agreements, ensuring that any omissions, failures, or defects of which it is aware are remedied;
- (i) To take steps with the Issuer to ensure that this Indenture and the Guarantee Agreements, as well as their respective amendments, are registered with the relevant bodies, adopting, in the event of omission by the Issuer, the measures provided for in law and in this Indenture;
- (j) To monitor compliance with the periodicity of the provision of mandatory information by the Issuer, warning Debentureholders in the annual report provided for in item (s) below about any inconsistencies or omissions of which it is aware;
- (k) To issue an opinion on the sufficiency of the information contained in the proposed changes to the conditions of the Debentures, if applicable;
- (l) To verify the regularity of the creation of the Collateral and the value of the collateralized assets, subject to the maintenance of their sufficiency and enforceability, in accordance with this Indenture and the Guarantee Agreements;
- (m) [To examine the proposal to replace the collateralized assets, expressing its opinion on the matter in a justified manner, after approval by the Debentureholders convened at a Debentureholders meeting;]
- (n) To summon the Companies Under Reorganization to reinforce the Collateral in the event of its deterioration or depreciation, in accordance with this Indenture and the Guarantee Agreements;
- (o) To request, when deemed necessary for the faithful performance of its duties, updated certificates from government bodies and entities and public registrars, clerks of civil courts, Public Treasury Courts, Protest Notary Offices, and Labor Courts, and the Office of the Counsel for the Public Treasury of the place where the principal place of business of the Issuer is located;
- (p) To request, when deemed necessary, an extraordinary audit of the Issuer, the cost of which shall be borne by the Issuer under the terms set out in this Indenture;
- (q) To call, when necessary, a Debentureholders Meeting through an announcement published at least three (3) times in the newspapers provided for in Section 4.11 above, subject to other rules related to publication contained in the Corporation Law and this Indenture, at the expense of the Issuer;
- (r) To attend the Debentureholders Meeting in order to provide the information requested;
- (s) To prepare an annual report to the Debentureholders, in accordance with article 68, paragraph 1, clause (b) of the Corporation Law;
- (t) To publish on its website (|•|) the report referred to in the item(s) above to the Debentureholders within four (4) months counting from the end of the Issuer's fiscal year, as well send it to the Issuer for disclosure in the manner provided for in specific regulations;
- (u) To keep the list of Debentureholders and their addresses updated, including through contacts with the Issuer, the Bookkeeper, the Settlement Bank and B3, and for the purposes of complying with the provisions of this item, the Issuer and the Debentureholders, upon subscription, payment, or

acquisition of the Debentures, hereby expressly authorize the Bookkeeper, the Settlement Bank, and B3 to comply with any requests made by the Trustee, including the disclosure, at any time, of the position of Debentures and their respective Debentureholders;

(v) To monitor compliance with the Sections contained in this Indenture and the Guarantee Agreements, especially those that impose obligations to do and not to do;

(w) To inform Debentureholders regarding any failure by the Issuer to comply with financial obligations assumed in this Indenture and/or in the Guarantee Agreements, including obligations relating to guarantees and Sections intended to protect the interest of Debentureholders and which establish conditions that are not to be breached by the Issuer, indicating the consequences for the Debentureholders and the measures it intends to take regarding the matter, within seven (7) Business Days counted from the Trustee becoming aware of the default;

(x) To make available on its website an updated list of issues in which it acts as trustee;

(y) To monitor the allocation of funds raised through the Issue, in accordance with data obtained from the Issuer's managers;

(z) To monitor, on each payment date, through confirmation with the Issuer, the full and timely payment of the amounts due, as stipulated in this Indenture; and

(aa) To make the unit price available (understood as (i) the Unit Par Value or balance of the Unit Par Value, in the case of First Series Debentures and Third Series Debentures; and (ii) the Adjusted Unit Par Value or balance of the Adjusted Unit Par Value, in the case of Second Series Debentures and Fourth Series Debentures; and (ii) (sic) as applicable, increased by Remuneration Interest), to investors and market participants through its call center and/or its website ([•]).

9.5.2. Acts or manifestations by the Trustee that create liability for Debentureholders and/or exempt third parties from obligations towards them shall only be valid when previously passed by Debentureholders gathered at the General Meeting.

9.5.3. The Trustee shall not issue any type of opinion or make any judgment regarding any fact of the issue whose definition is within the authority of the Debentureholders, undertaking only to act in accordance with this Indenture or in accordance with instructions that may be transmitted by the Debentureholders. Accordingly, the Trustee does not have any responsibility for the result or legal effects arising from strict compliance with the Debentureholders' guidelines transmitted to it, as defined by the Debentureholders and reproduced before the Issuer, regardless of any losses that may be caused as a result thereof to the Debentureholders or the Issuer. The action of the Trustee is limited to the scope of CVM Resolution 17 and the applicable articles of the Corporation Law, with the Trustee being, therefore, exempt, under any form or pretext, from any additional liability that has not arisen from the applicable laws and regulations.

9.5.4. In the event of non-compliance with any conditions of the Issue, the Trustee shall use any and all measures provided for in law or in this Indenture to protect the rights or interests of Debentureholders, in accordance with article 12 of CVM Resolution 17 and in compliance with the provisions of the Corporation Law, including:

(a) To declare, subject to the conditions of this Indenture, the acceleration of the obligations arising from the Debentures and collect their principal and ancillary amounts;

(b) Subject to the provisions of this Indenture and the Guarantee Agreements, to foreclose the Collateral, applying the proceeds to the payment, in full or prorated, to the Debentureholders;

(c) To request the Company's bankruptcy, if there are no collaterals; and

(d) To take any other measures necessary for the Debentureholders to realize their claims.

9.6. Expenses

9.6.1. Additionally, the Issuer shall advance to the Trustee all expenses necessary to provide the services

described herein, protect the rights and interests of investors, or to realize their claims. The expenses to be advanced shall be previously approved by the Debentureholders, in case of refusal by the Issuer, and by the Issuer. Examples of expenses that may be incurred by the Trustee include (i) publication of reports, notices, public notices, and notifications, notary expenses, as provided for in this instrument and in applicable law, and others that may be required by applicable regulations; (ii) expenses with conferences and telephone calls; (iii) obtaining certificates, photocopies, and scans and sending documents; (iv) travel between states of the federation, meals, transportation, and respective lodging, when necessary for the performance of functions and duly proven; (v) if applicable, all expenses necessary to carry out inspections of works or projects financed with payment proceeds; (vi) checking, validating, or using systems to check, monitor, or obtain a technical or legal opinion on documentation or information provided by the Issuer to perform its obligations; (vii) expenses with third-party attorney's fees, deposits, costs, and court fees in actions filed by the Trustee or resulting from actions filed against it in the performance of its duties resulting from the exclusive and proven fault of the Issuer or which demonstrably cause it to incur losses or financial risks as a representative of the community of Debentureholders; (viii) any expenses, deposits, and court costs arising from loss of suit in court actions shall also be borne by the Debentureholders, as well as its remuneration, and (ix) costs and expenses related to B3.

9.6.2. If it is necessary to reimburse expenses to the Trustee, this shall be done within ten (10) Business Days after the respective rendering of accounts to the Issuer and submission of a copy of the respective payment receipts.

9.6.3. The Trustee's credit for expenses incurred to protect rights and interests or realize claims of Debentureholders that have not been settled in the manner provided for in the clauses above shall be added to the Issuer's debt, with priority in the order of payment. The Trustee may use any funds that may exist in the escrow accounts to pay off unpaid expenses and fees and shall notify investors and issuers in advance thereof and render the respective accounts.

9.6.4. The Trustee shall not advance funds to pay expenses arising from the Issue, given that such funds shall always be due and advanced by the Issuer or the Debentureholders, as the case may be.

SECTION X

DEBENTUREHOLDERS MEETING

10.1. Calling

10.1.1. The Debentureholders may, at any time, convene at a Debentureholders meeting (a "Debentureholders Meeting"), in accordance with the provisions of article 71 of the Corporation Law, in order to resolve on matters of interest to the community of Debentureholders. The Debentureholders Meeting may be called by the Trustee, by the Issuer, by Debentureholders representing at least ten percent (10%) of the Outstanding Debentures, or ten percent (10%) of the Outstanding Debentures of the respective Series, or by the CVM.

10.1.2 When the matter to be resolved is specific to the holders of Debentures of one of the Series, individually, they may, at any time, in accordance with the provisions of article 71 of the Corporation Law, convene at a separate meeting in order to resolve on matters of interest to the community of Debentureholders holding Debentures of the respective Series, as the case may be. When the matter to be resolved is common to all Series, including, without limitation, prior requests for waiver and/or temporary indulgence relating to Events of Default and resolutions relating to the declaration of acceleration of the Debentures due to the occurrence of any of the Non-Automatic Events of Default, the Debentureholders, at any time, shall convene at a joint Debentureholders Meeting, in accordance with the provisions of article 71 of the Corporation Law, in order to resolve on matters of interest of the community of Debentureholders of all Series. In this case, for the purposes of determining the quorums, all Outstanding Debentures shall be considered, without distinction between the Series.

10.1.3. The procedures set out in this Section X shall be jointly applicable to the Debentureholders Meetings of all Series and individually to the Debentureholders Meetings of each of the respective

Series, as the case may be. The quorums set forth in this Section X and in the other clauses of the Indenture shall be calculated by taking into account all Outstanding Debentures or Outstanding Debentures of the respective Series, as the case may be.

10.1.4. The resolutions passed at the Debentureholders Meeting by holders of only one of the Series under the terms of Section 10.1.2 above shall not, under any circumstances, affect the specific provisions of this Indenture for the other Series.

10.1.5. The calling shall be made through an announcement published at least three (3) times in the press outlets in which the Issuer is to make its publications, subject to other rules related to the publication of call notices for meetings contained in the Corporation Law, in the applicable regulations, and in this Indenture.

10.1.6. The Debentureholders Meetings shall be called at least twenty-one (21) days in advance on first call. On second call, the Debentureholders Meeting may only be held at least eight (8) days after the date set for the Debentureholders Meeting on first call.

10.1.7. A Debentureholders Meeting attended by the holders of all Outstanding Debentures or all Outstanding Debentures of the respective Series, as the case may be, shall be deemed regular, regardless of publications and/or notices.

10.1.8. The resolutions passed by Debentureholders, within the scope of their legal authority, subject to the quorums established in this Indenture, shall be existing, valid, and effective before the Issuer and shall be binding on all holders of Outstanding Debentures or holders of Outstanding Debentures of the respective Series, as the case may be, regardless of attendance or votes cast at the respective Debentureholders Meeting.

10.2. Quorum to Open the Meeting

10.2.1. The Debentureholders Meeting shall be held, on first call, with the presence of Debentureholders representing at least one-half of the Outstanding Debentures of the respective Series and, on second call, with any number of Debentureholders.

10.2.2. For quorum purposes, “Outstanding Debentures” means all subscribed Debentures, excluding those held in treasury by the Issuer and those held by companies controlled by or affiliated to the Issuer (directly or indirectly), the controlling companies (or controlling group) of the Issuer, companies under common control, and managers of the Issuer, including, without limitation, persons directly or indirectly related to any of the previously mentioned persons.

10.3. Presiding Board

10.3.1. The Debentureholders Meeting shall be chaired by the Debentureholder elected by the community of Debentureholders or by whoever is designated by the CVM.

10.4. Quorum to Pass Resolutions

10.4.1. In resolutions of the Debentureholders Meeting, each Outstanding Debenture shall be entitled to one vote; provided that voting by proxy, who may or may not be a Debentureholder, is permitted.

10.4.2. Notwithstanding the provisions of Section 10.4.1 above, any resolutions relating to changes or exclusion of (i) Remuneration Interest (including changes to any Remuneration Interest Payment Date), (ii) early redemption, (iii) renegotiation, (iv) changes to the items that provide for events of acceleration, (v) the maturity of the Debentures, (vi) the provisions on quorum set forth in this Indenture, and/or (vii) the provisions of this Section must be approved by Debentureholders representing at least [ninety percent (90%)] of the Outstanding Debentures or Outstanding Debentures of the respective Series, unless (i) the applicable regulations provide for a higher minimum quorum; or (ii) if expressly provided otherwise in this Indenture, subject in any event to the provisions of Sections 10.1.2 and 10.1.4 above.

10.4.3. Except in the cases provided for herein, the matters subject to the Debentureholders Meeting, including requests for prior consent (waiver) or temporary indulgence relating to Debentures, shall be approved by the holders of an absolute majority of Outstanding Debentures present at the respective

Debentureholders Meeting, unless (i) the applicable regulations provide for a higher minimum quorum or (ii) if expressly provided otherwise in this Indenture.

10.5. Other Debentureholders Meeting provisions

10.5.1. The presence of the Company's legal representatives shall be permitted at the Debentureholders Meeting.

10.5.2. The Trustee shall attend the Debentureholders Meetings and provide the Debentureholders with the information requested.

10.5.3. The provisions of the Corporation Law on shareholders' meetings shall apply to the Debentureholders Meetings, where applicable.

10.5.4. Debentureholder Meetings may be held in person and, as provided in CVM Resolution No. 81 of March 29, 2022 ("CVM Resolution 81"), be held partially or exclusively by digital means (including, without limitation, by videoconferencing and remote voting) and, if so regulated by the CVM, may alternatively be carried out by conference call or any other means of communication.

SECTION XI

REPRESENTATIONS AND WARRANTIES OF THE ISSUER AND ST

11.1. The Issuer and the Guarantors represent and warrant to the Trustee, as applicable, individually and in relation to themselves and jointly, as of the date of execution of this Indenture, that:

(a) In the case of the Issuer, it is a corporation duly organized, incorporated, and existing as a publicly-held company under the laws of the Federative Republic of Brazil, the Issuer's registration as a publicly-held company is updated with the CVM, as required by CVM Resolution 80, and the information contained therein and made public is updated as required by CVM Resolution 80;

(b) In the case of ST, it is a limited liability company duly organized, incorporated, and existing under the laws of the Federative Republic of Brazil;

(c) In the case of B2W and JSM, they are companies duly organized, incorporated, and existing under the laws of Luxembourg;

(d) Assuming the approval of the Judicial Reorganization Plan by the Reorganization Court, they are duly authorized to enter into this Indenture and the Guarantee Agreements, to issue the Debentures, in the case of the Issuer, and to perform their respective obligations provided for in this Indenture and in other documents relating to the Issue, having satisfied all legal and statutory requirements necessary for this purpose;

(e) Assuming the approval of the Judicial Reorganization Plan by the Reorganization Court, the obligations assumed in this Indenture and in the Guarantee Agreements are legally valid and binding obligations of the Issuer and the Guarantors, as applicable, enforceable in accordance with their terms and conditions, except as their enforcement may be limited by laws relating to bankruptcy, insolvency, reorganization, liquidation, or similar laws affecting the enforcement of creditors' rights in general;

(f) They shall maintain in force the entire structure of contracts and other existing agreements necessary to ensure that the Issuer and the Guarantors will maintain their current operating and operating conditions;

(g) The execution of this Indenture and the Guarantee Agreements and the issue of the Debentures were duly authorized by their relevant corporate bodies and by the Reorganization Court and do not violate (i) their Bylaws, Articles of Association, and applicable corporate documents, as the case may be; or (ii) any law or contractual restriction that binds or affects them;

(h) Assuming the approval of the Judicial Reorganization Plan by the Reorganization Court, no registration with, consent, authorization, approval, license, or order from, or qualification with any governmental authority or regulatory body is required for the Issuer to comply with its obligations under the terms of this Indenture or for carrying out the Issue, except for the filing of the RCA and the

Indenture with the JUCERJA, the registration of the Indenture and the Collateral Agreement with the Relevant Registries, and the registration of the Debentures with B3 and ANBIMA, solely for the purpose of informing the ANBIMA database, as applicable;

(i) The execution of this Indenture and the Guarantee Agreements and the issue of the Debentures do not violate any contract or instrument to which the Issuer and the Guarantors are parties nor shall result in (i) acceleration of any obligation established in any of these contracts or instruments, (ii) creation of any Lien or Encumbrance on any asset or property of the Issuer and/or the Guarantors, except for those already existing as of the date hereof; or (iii) termination of any such contracts or instruments;

(j) They have all relevant authorizations and licenses (including environmental ones) required by federal, state, and municipal authorities to carry out their activities and, as of the date of this representation, the Issuer and the Guarantors have not been notified about the revocation of any of them or the existence of an administrative proceeding that aims to revoke, suspend, or cancel any of them;

(k) They are in compliance with the laws, regulations, administrative rules, and orders of government bodies, authorities, or courts applicable to the conduct of their business and which are relevant to the performance of the activities of the Issuer and the Guarantors, as applicable, including the Social and Environmental Laws, except in relation to those laws and regulations that are being contested in good faith by the Issuer and/or the Guarantors for which the Issuer and/or the Guarantors have a court relief in force authorizing their non-compliance, taking preventive or reparatory measures and actions aimed at preventing or remediating any environmental damage resulting from the exercise of activities described in their corporate purpose;

(l) Their activities do not encourage prostitution, nor do they use or encourage child labor and/or labor in conditions similar to slavery or in any way violate the rights of forestry workers, especially, without limitation, the right over areas occupied by indigenous peoples, as declared by the relevant authority;

(m) The legal representatives who sign this Indenture and the Guarantee Agreements have statutory and/or delegated powers to assume, on their behalf, the obligations established herein and, being attorneys, have had their powers of attorney lawfully granted, with their respective powers of attorney being in full force and effect;

(n) The documents and information provided to the Trustee are substantially correct and up to date as of the date on which they were provided and include documents and information relevant to making an investment decision about the Issuer, with information on relevant transactions of the Issuer being made available, as well as the materially relevant rights and obligations arising therefrom;

(o) They have not omitted nor shall omit any fact of any nature which is known to them and which could result, as per the reasonable understanding of the Issuer and the Guarantors, in a substantial change in the economic and financial or legal situation of the Issuer to the detriment of the Debentureholders;

(p) They do not have any connection with the Trustee that prevents the Trustee from fully performing its duties in relation to this Issue;

(q) They are not aware of any fact that prevents the Trustee from fully performing its duties, in accordance with the Corporation Law and other applicable rules, including regulatory ones;

(r) They shall comply with all obligations assumed under this Indenture and the Guarantee Agreements, including, without limitation, the obligation to allocate the proceeds from the Issue for the purposes set out in Section 3.4 of this Indenture;

(s) They are fully aware and fully agree with the method of disclosing and calculating the DI Overnight Rate published by B3 and that the method of calculating the Remuneration Interest on the Debentures was freely agreed upon between the Issuer and the Underwriters, in compliance with the principle of good faith;

(t) As of the date hereof, neither the Issuer, nor the Guarantors, nor their respective officers or members of their boards of directors (“Representatives”) have incurred in the following events, and they are aware that the Issuer, the Guarantors, their officers, members of their boards of directors, and any employees, as applicable, shall not (i) have used or used funds to pay illegal contributions, gifts, entertainment activities or any other illegal expenses related to political activity; (ii) make or have made any illegal payment, direct or indirect, to government employees or civil servants, political parties, politicians, or political candidates (including their family members), national or foreign; (iii) have taken or carried out an action intended to facilitate an illegal offering, payment, or promise to pay, as well as have approved or approve the payment, donation of money, property, gift, or any other valuable, directly or indirectly, to any “government official” (including any official or employee of a government or entity owned or controlled by a government or public international organization or anyone acting in the capacity of a government official or political party candidate) in order to influence any political action or obtaining an undue advantage in violation of applicable law; (iii) (sic) perform or have performed any acts to illegally obtain or maintain any business, transaction, or commercial advantage, (iv) carry out acts of corruption and act illegally in relation to the domestic public administration in their interest or for their benefit, exclusive or not, and (v) have made or make any payment or take any action that violates any provision of the Anticorruption Laws;

(u) They comply and ensure that their affiliates, subsidiaries, shareholders with management powers, managers, officers, and employees comply with the applicable rules on acts of corruption and harmful acts against the public administration in accordance with the Anticorruption Laws, to the extent that (i) they maintain internal policies and procedures that aim to ensure compliance with such rules, such as, for example, their Code of Ethics and Conduct; (ii) they refrain from committing acts of corruption and acting illegally in relation to the domestic public administration in their interest or for their benefit, exclusive or not; (iii) if they become aware of the institution of an investigative proceeding of a judicial or administrative nature that concerns acts or facts that violate the abovementioned rules, they shall notify the Trustee within ten (10) days, except if such proceeding is sealed by any legal or judicial order; and (iv) they shall make any payments due to the Trustee exclusively by bank transfer or check, in accordance with the procedures established in their internal policies;

(v) The Issuer and the Guarantors conduct and have conducted their business in compliance with the Anticorruption Laws applicable to their business, as well as represent that they maintain policies and procedures to comply with the Anticorruption Laws;

(w) The operations of the Issuer and the Guarantors are conducted in compliance with the requirements relating to recordkeeping and financial reporting, the anti-money laundering laws applicable in the jurisdiction where the Issuer and the Guarantors conduct their business, and the rules, laws, and regulations provided for therein and issued, administered, or enforced by any governmental or regulatory authority (collectively, the “Anti-Money Laundering Laws”), and no action, proceeding, or procedure by or before any court or governmental or regulatory authority, body, or any arbitrator involving the Issuer, as applicable, with respect to Anti-Money Laundering Laws is pending or, to the best of the Issuer’s and the Guarantors’ knowledge, threatened;

(x) The information provided within the scope of the Offering is true, consistent, accurate, complete, correct, sufficient, and updated, allowing investors to make informed decisions regarding the Offering;

(y) [Except for the accounting inconsistencies indicated in the material fact disclosed by the Issuer on January 11, 2023,] the Issuer’s financial statements for the fiscal years ended December 31, 2020 and December 31, 2021 fairly represent the position of the Issuer, as applicable, as of those dates and were prepared in accordance with the accounting principles set forth in the applicable regulations;

(z) The Issuer’s financial statements for the fiscal year ended December 31, 2022, as well as the Quarterly Information (ITRs) for the quarter ended [•] [•], 2023, fairly represent the equity and financial position of the Issuer, as applicable, as of those dates and were prepared in accordance with the accounting principles set forth in the applicable regulations;

(aa) They have performed and are performing all their obligations set out in the Judicial Reorganization

Plan, as well as any other judicial decision within the scope of the Judicial Reorganization Plan, directly or indirectly related to the Judicial Reorganization Plan, it being understood that the Issue and creation of the Collateral are carried out in accordance with the Judicial Reorganization Plan;

(bb) They acknowledge that the Collateral is a guarantee of a fiduciary nature, including for the purposes of the provisions of article 49, paragraph 30 of the LFR; accordingly, these credit rights shall not, under any circumstances, be regarded as capital assets essential to their business activity, and their foreclosure, sale, or removal from the establishment does not affect in any way the operational and financial capacity of the Issuer, which retains sufficient sources of funds to perform its current obligations and to comply with the Judicial Reorganization Plan;

(cc) The assets and rights subject to the Collateral are not the subject of any judicial or extrajudicial proceeding or investigation, and there are no judicial disputes that prohibit, restrict, reduce, or limit in any way the creation and maintenance of the guarantee over the assets and rights subject to the Collateral in favor of the Trustee;

(dd) In the case of the Issuer, it is the legitimate owner and possessor of the assets and rights subject to the Collateral, which are free of any Lien;

(ee) As of the date hereof, there are no (a) obligations arising from financial debt of a post-petition nature or (b) any unpaid monetary obligation of a post-petition nature that has been voluntarily assumed and/or acknowledged in an amount equal to or greater than [•] *Reais* (R\$[•]) or the equivalent in other currencies; and

(ff) They do not have any off-balance sheet financing or transactions or any liabilities that harm or could harm the Issue and/or the creation of the Collateral.

SECTION XII GENERAL

12.1. Communications

12.1.1. The communications to be sent by either Party under the terms of this Indenture shall be sent to the following addresses:

If to the Issuer:

AMERICANAS S.A. – UNDER JUDICIAL REORGANIZATION

Rua Sacadura Cabral, 102, Part, Saúde,

CEP 20081 -902 – Rio de Janeiro, RJ

Att.: [•]

Phone: (21) [•]

Email: [•]

If to the Trustee:

[•]

[•]

Att.: [•]

Telephone: [•]

Email: [•]

If to the Bookkeeper

[•]

[•]

Att.: [•]

Phone: [•]

If to the Settlement Bank:

[•]

[•]

Att.: [•]

Phone: [•]

Email: [•]

If to B3:

B3 S.A. – BRASIL, BOLSA, BALCÃO

Praça Antônio Prado, 48, 6th floor

CEP: 01010-901, São Paulo/SP

Att.: Superintendence of Offerings of Corporate Securities and Funds (SCF)

Phone: 11 2565-5061

Email: valor.mobiliarios@b3.com.br

12.1.2. Communications relating to this Indenture shall be deemed delivered when received against receipt, with a “receipt return” issued by Empresa Brasileira de Correios, or by cable or electronic mail at the addresses above. Communications made by facsimile or electronic mail shall be deemed received on the date of sending, as long as receipt is confirmed by means of a receipt issued by the machine used by the sender.

12.1.3. With the exception of the obligations assumed with specific forms of performance, the performance of the obligations agreed upon herein and in the other Offering documents relating to the sending of documents and periodic information to the Trustee shall occur exclusively through the [•] platform.

12.1.4. Any change of any of the above addresses shall be communicated immediately by the Party whose address has changed.

12.2. Waiver

12.2.1. The waiver of any of the rights arising from this Indenture shall not be presumed. Therefore, no delay, omission, or indulgence in the exercise of any right, power, or remedy available to the Trustee and/or the Debentureholders due to any default by the Issuer shall impair such rights, powers, or remedies or be construed as a waiver thereof or agreement with such default, nor shall it be a novation or modification of any other obligations assumed by the Issuer in this Indenture or a precedent with respect to any other default or delay.

12.3. Truthfulness of the Documentation

12.3.1. Without prejudice to the Trustee’s duty of diligence, the Trustee shall assume that the original documents or certified copies of documents forwarded by the Issuer or by third parties at its request have not been subject to fraud or tampering. The Trustee shall not, under any circumstances, be responsible for preparing the Issuer’s corporate documents, which shall remain under the Issuer’s legal and regulatory obligation, in accordance with applicable law.

12.3.2. To provide the specified services and make the necessary decisions in relation to the provisions of this Indenture, the Trustee shall not be responsible for verifying the sufficiency, validity, quality, truthfulness, or completeness of corporate resolutions, management acts, or any document or record of the Issuer which it believes to be authentic and has been or may be forwarded to it by the Issuer or its

employees.

12.4. Severability of the Indenture Provisions and Interpretation of Section Headings

12.4.1. If any of the provisions of this Indenture is deemed illegal, invalid, or ineffective, all other provisions not affected by such judgment shall prevail, and the Parties agree in good faith to replace the provision affected thereby with another that, to the extent possible, produces the same effect.

12.4.2. The Parties agree that this Indenture may be amended, without the need for any approval from the Debentureholders, whenever there is a need to update the Parties' registration data, such as a change in corporate name, address, and telephone number, among others, as long as there is no additional cost or expense for the Debentureholders.

12.5. Extrajudicial Enforceable Instrument and Specific Performance

12.5.1. This Indenture and the Debentures are extrajudicial enforceable instruments under the terms of items I and III of article 784 of Law No. 13.105 of March 16, 2015, as amended (the "Code of Civil Procedure"), and the Parties hereby acknowledge that, regardless of any other applicable measures, the obligations assumed under this Indenture entail specific performance, subject to the provisions of articles 815 et seq. of the Code of Civil Procedure, without prejudice to the right to declare the acceleration of the Debentures under the terms of this Indenture.

12.6. Calculation of Deadlines

12.6.1. Unless otherwise specifically provided for in this Indenture, the deadlines established in this Indenture shall be computed in accordance with the rule prescribed in article 132 of the Civil Code, excluding the start date but including the due date.

12.7. Irrevocability; Successors

12.7.1. This Indenture is irrevocably and irreversibly executed, except in the event of non-compliance with the requirements listed in Section II above, and shall be binding on the Parties themselves and their successors.

12.8. Expenses

12.8.1. The Issuer shall bear all costs (a) arising from the public placement of the Debentures, including all costs related to their registration with B3; (b) with registration and publication of all acts necessary for the Issue, such as this Indenture, any amendments thereto, and the Issuer's corporate acts; and (c) expenses with contracting the Trustee, the Settlement Bank, and the Bookkeeper and with the B3 secondary market debenture trading system.

12.9. Amendments

12.9.1. The requirement to hold a Meeting to resolve on (i) the correction of clerical errors, whether a gross, typing, or arithmetic error, (ii) changes to any transaction documents already expressly permitted under the terms of the respective transaction document(s), (iii) amendments to this Indenture due to requirements formulated by the CVM or B3, or (iv) due to the updating of the Parties' registration data, such as a change in corporate name, address, and telephone number, among others, is hereby waived, as long the amendments or corrections referred to in items (i), (ii), (iii), and (iv) above do not cause any harm to Debentureholders or any change in the flow of the Debentures and there is no additional cost or expense for the Debentureholders.

12.10. Electronic Signature

12.10.1. The Parties sign this Indenture electronically, and only electronic signatures made using a digital certificate validated in accordance with the Brazilian Public Key Infrastructure (ICP-Brasil) are deemed valid, under the terms of Provisional Measure No. 2.200-2 of August 24, 2001. The Parties irrevocably and irreversibly acknowledge the authenticity, validity, and full effectiveness of the signature by digital certificate for all legal purposes.

12.10.2. This Indenture is effective for all Parties on the date indicated therein, even if one or more

Parties carry out the electronic signature at a later date. Furthermore, even if one of the parties signs this instrument electronically in a different location, the place of execution of this instrument is, for all purposes, the City of Rio de Janeiro, State of Rio de Janeiro, as indicated below.

12.11. Data Protection

12.11.1. The Parties acknowledge that any processing of personal data obtained within the scope of the Offering, including its availability to the Underwriters or any third parties involved for the purposes of carrying out the Offering, does not violate the provisions of Law No. 13.709 of August 14, 2018 (“Law No. 13.709”), as such availability is essential to meet the legitimate interests of the Parties, in accordance with article 7, IX of Law No. 13.709.

12.12. Governing Law

12.12.1. This Indenture is governed by the Laws of the Federative Republic of Brazil.

12.13. Jurisdiction

12.13.1. The courts of the judicial district of the Capital of the State of São Paulo are hereby elected to resolve any doubts or disputes arising from this Indenture, to the exclusion of any other courts, however privileged they may be or become.

In witness whereof, the Parties have signed this instrument electronically, together with two (2) witnesses who also signed it.

Rio de Janeiro, [•] [•], 2023.

(SIGNATURES FOLLOW ON THE FOLLOWING TWO PAGES)

(REMAINDER PAGE INTENTIONALLY LEFT BLANK)

(Signature page _/_ of the Private Indenture of the [Twentieth] Issue of Simple Non-Convertible Debentures of the Unsecured Type, to Be Converted Into Collateral, with Additional Personal Guarantee, in Four Series, for Public Distribution, in Accordance with the Automatic Distribution Registration Procedure of Americanas S.A. - Under Judicial Reorganization)

AMERICANAS S.A. – UNDER JUDICIAL REORGANIZATION

Name:	Name:
Title:	Title:

[•]

Name:	Name:
Title:	Title:

Witnesses:

Name:	Name:
CPF:	CPF:

Exhibit 6.2.6.3 - A

Fiduciary Sale of UPI HNT Shares

PRIVATE INSTRUMENT OF FIDUCIARY SALE OF SHARES AND OTHER COVENANTS

ENTERED INTO BY AND BETWEEN

AMERICANAS S.A. - UNDER JUDICIAL REORGANIZATION

as Fiduciary Seller

and

[=]

as Trustee

[HNT]

as Intervening Consenting Party

Dated [=] [=], 2023

PRIVATE INSTRUMENT OF FIDUCIARY SALE OF SHARES AND OTHER COVENANTS

This **PRIVATE INSTRUMENT OF FIDUCIARY SALE OF SHARES AND OTHER COVENANTS** (“Agreement”) is entered into on [=] [=], 2023 by and between:

(1) **AMERICANAS S.A. - UNDER JUDICIAL REORGANIZATION**, a limited liability company registered as a publicly-held company with the Brazilian Securities Commission (“CVM”), with its principal place of business in the city of Rio de Janeiro, State of Rio de Janeiro, at Rua Sacadura Cabral, 102, Part, District of Saúde, Postal Code (CEP) 20081-902, enrolled with the National Corporate Taxpayer Register of the Ministry of Finance (“CNPJ/MF”) under No. 00.776.574/0006-60, and in the Commercial Registry of the State of Rio de Janeiro (“JUCERJA”) under NIRE 3330029074-5, herein represented pursuant to its bylaws by its legal representative(s) duly authorized and identified on the signature pages of this instrument (“Fiduciary Seller” or “Issuer”);

(2) [=], a financial institution authorized to operate by the Central Bank of Brazil, with its principal place of business in the city of [•], enrolled with the CNPJ/MF under number [•], herein represented by its legal representative(s) duly authorized and identified on the signature pages of this instrument (“Trustee” or “Fiduciary Agent”);

And, furthermore, as an intervening consenting party,

(3) [HNT], a corporation with its principal place of business in the city of [=], State of [=], at Rua [=], enrolled with the CNPJ/MF under number [•], herein represented by its legal representative(s) duly authorized and identified on the signature pages of this instrument (“Company”).

Fiduciary Seller, Trustee and the Company shall be hereinafter referred to jointly as “Parties” and individually and without distinction as “Party.”

WHEREAS:

A. On [=] [=], 2023, Issuer, the Fiduciary Agent and, as consenting intervening parties, B2W Digital Lux S.À.RL - Under Judicial Reorganization, JSM Global S.À.RL and ST Importações Ltda. - Under Judicial Reorganization, entered into a certain “Private Indenture of the [Twentieth] Issue of Simple Non-Convertible Debentures, of the Unsecured Type to be Converted into Collateral, with Additional Personal Guarantee, in Four Series, for Public Distribution, in accordance with the Automatic Distribution Registration Procedure of Americanas S.A. - Under Judicial Reorganization” (“Indenture”), pursuant to which the terms and conditions of the [Twentieth] Issue of Simple Non-Convertible Debentures, of the Unsecured Type to be Converted into Collateral, with Additional Personal Guarantee, in Four Series, of Issuer, were established, and through which [•] ([•]) debentures were issued in an aggregate amount of [one billion, eight hundred and seventy-five million *Reais*] ([1,875,000,000, 00]), which were subject to public distribution, according to the procedure of automatic distribution registration, under the terms of CVM Resolution No. 160, dated July 13, 2022, as amended, and other applicable legislation (“Debentures”), of which (i) [•] ([•]) Debentures in the amount of R\$[=] corresponding to the First Series Debentures; (ii) [•] ([•]) Debentures in the amount of R\$[=] corresponding to the Second Series Debentures; (iii) [•] ([•]) Debentures in the amount of R\$[=] corresponding to the Third Series Debentures; and (iv) [•] ([•]) Debentures in the amount of R\$[=] corresponding to the Fourth Series Debentures;

B. in order to ensure the faithful, timely, accurate and full compliance with the Secured Obligations (as defined below), the Fiduciary Seller irrevocably and irreversibly agreed to the fiduciary sale in favor of Trustee, representing the holders of the Debentures (“Secured Parties”), of the Shares and Rights (as defined below).

NOW, THEREFORE, considering the covenants contained herein, the Parties agree to enter into this Agreement, which shall be governed by the following terms and conditions:

1. DEFINITIONS

1.1. Capitalized terms used, but not defined, in this Agreement, shall have the same meanings ascribed thereto in the Indenture. All references herein to any agreements or documents shall be construed as references to such agreements or documents as amended, modified or supplemented from time to time. All references herein to the applicable law shall be construed as references to such laws, regulations, decrees, instructions, normative decisions, provisional Measures or any other decision in any applicable jurisdiction, whether with the force of law or not. All references to either Party shall be construed as references to such Party, their respective successors, beneficiaries and permitted assigns. Definitions denominated in the singular shall include the plural and vice versa.

1.2. Except for any other provision to the contrary provided for in this Agreement, all terms and conditions of the Indenture shall apply fully and automatically to this Agreement, *mutatis mutandis*, and shall be considered an integral part hereof, as if they were transcribed in this Agreement.

1.3. All references to the Fiduciary Agent in this Agreement shall be understood as the Fiduciary Agent, acting in the name and for the benefit of the community of Debentureholders of the Issue.

2. FIDUCIARY SALE OF SHARES

2.1. Pursuant to Articles 1361 et seq. of the Brazilian Civil Code, and 40, 100 and 113, sole paragraph, of the Corporation Law, and, where applicable, 66-B of Law No. 4.728, dated July 14, 1965, as amended, in order to guarantee the faithful, timely and full payment and compliance with all obligations arising from the Issue, whether primary and ancillary, present or future, on their original or early maturity, whether assumed or that shall be assumed by Issuer, represented by the Debentures, which shall include, without limitation, the payment of any and all amounts due by Issuer as a result of the Debentures, including the Unit Face Value, the Remunerative Interest, all Late Payment Charges for the Debentures, the payment of costs, commissions, charges and expenses of the Issue and all ancillary obligations, including, without limitation, fines, indemnities, penalties, expenses, costs, taxes, fees, legal and loss fees, commissions and other contractual and legal charges, as well as all taxes, costs and expenses due by Issuer in relation to the Debentures, including expenses with reasonable legal fees, obligations related to B3, the Fiduciary Agent, the Settlement Bank and Bookkeeper, including, but not limited to, their fees, reimbursements, fines, losses, indemnity funds, judicial or extrajudicial costs and fees, (“Secured Obligations”), Fiduciary Seller hereby and pursuant to the law, on an irrevocable and irreversible basis, sales on a fiduciary basis to the Secured Parties, represented by the Fiduciary Agent, the following assets and rights (“Fiduciary Sale”):

(a) all shares representing the Company’s capital stock held thereby, corresponding on the date hereof to [one hundred percent (100%)] of the Company’s capital stock, as described in Exhibit I hereto (“Shares”);

(b) any and all common and/or preferred shares issued by the Company that may be acquired and/or subscribed and/or received and/or conferred and/or in any way held by Fiduciary Seller in the future, as well as assets or securities that may arise from the Shares by any means or form, including due to a split, grouping or bonus, exchange, cancellation, incorporation, consolidation, merger, spin-off or any other form of corporate reorganization involving the Company, sale or any other form of disposal of the Shares and any and all shares, goods, bonds or securities into which the Shares may be converted into (including cash, any deposits, bonds or securities), subscription warrants, convertible debentures, rights of first refusal, beneficiary parties, certificates, bonds or other securities convertible into shares, related to (or arising from) Shares, whether currently or in the future held by Fiduciary Seller, which

shall automatically be subject to this fiduciary sale (“Additional Shares” and, together with the Shares, the “Shares Sold on a Fiduciary Basis”); and

(c) all rights and assets related to the Shares Sold on a Fiduciary Basis, income, dividends, profits, gains, rights, interest on equity, distributions and other payments, amounts received or to be received, otherwise distributed or paid to the Fiduciary Seller related to the Shares Sold on a Fiduciary Basis (“Rights,” and jointly with the Shares Sold on a Fiduciary Basis, the “Shares and Rights”).

2.2. For the purposes of article 66-B of the Capital Market Law and article 1362 of the Brazilian Civil Code, the Shares and Rights aim at securing the timely and full payment of the Secured Obligations, which have their characteristics briefly described in Exhibit II of this Agreement, without prejudice to the details set out in the Indenture, which, for this purpose, are considered as if they were fully transcribed herein.

2.3. For all legal purposes and in view of the allocation of risks provided for in article 421-A, II, of the Civil Code, Fiduciary Seller represents and warrants that, despite a possible characterization of the Shares and Rights as capital assets and/or assets or essential rights to the respective business activity, irrevocably, irreversibly and free from any defect of consent, waives any current or future privileges, to claim or in any other way discuss in court or out of court the acknowledgement of the essentiality of the assets or rights.

2.4. Without prejudice to the automatic binding of any Additional Shares to this Agreement, within ten (10) Business Days after the subscription or acquisition of any Additional Shares, under Section 2.1(b), Fiduciary Seller undertakes to execute an amendment to this Agreement and to take all necessary measures to formalize the fiduciary sale of the Additional Shares in favor of Trustee, even obtaining the necessary registrations with the relevant notary offices, and endorsements in the applicable filing books, within the deadlines set out in Section 3 below. They shall automatically be incorporated into this Fiduciary Sale, becoming, for all legal purposes, as the case may be, the definition of Shares and Rights, the Additional Shares and the Rights arising from such Additional Shares.

2.5. Until the Secured Obligations are fully settled, the Company and Fiduciary Seller undertake to adopt all measures and actions to ensure that the Fiduciary Agent, representing the Secured Parties, has absolute preference in relation to the Shares and Rights.

3. REGISTRATION AND FORMALIZATION

3.1. Fiduciary Seller and the Company, as applicable, shall, at their own expense, (i) submit this Agreement for registration, as well as any future amendments hereto, within a period of up to five (5) Business Days from the date of execution hereof, before the registry offices of deeds and documents located in the district where the Parties are based (“Registries of Deeds and Documents”); and (ii) within a period of up to twenty (20) days from the date of execution of this Agreement or any amendments hereto, as the case may be, obtain the registration of the respective instrument or any amendments thereto, as the case may be, before the Registries of Deeds and Documents, and submit to the Fiduciary Agent, within a period of up to (ii.a) two (2) Business Days from the date of filing of this Agreement, or any amendment hereto, before the Registries of Deeds and Documents, the respective filing protocol of this Agreement or any amendments hereto, with the Registry of Deeds and Documents; (ii.b) two (2) Business Days from the date of effective filing and/or endorsement of this Agreement or any amendment hereto, the electronic copy (pdf) duly registered or endorsed with the Registry of Deeds and Documents; and (ii.c) ten (10) Business Days from request thereof, the original copy of this Agreement or any amendment hereto, duly registered or endorsed with the Registry of Deeds and Documents. Fiduciary Seller and the Company also undertake to in a timely manner meet any requirements made by the Registry of Deeds and Documents for the actual registration and/or endorsement provided for herein.

3.1.1. The Parties mutually agree that the twenty (20) day period for filing this Agreement with the Registry of Deeds and Documents may be extended for the same period, in case any requirements are imposed by the relevant authorities of the Registry of Deeds and Documents, to the extent that Fiduciary Seller and the Company demonstrate that they are diligently and timely complying with the

requirements that are their responsibility. All Parties undertake to collaborate and meet any and all requirements imposed by the Registry of Deeds and Documents that are their respective responsibilities for the purposes of completing the filing of this Agreement.

3.2. This Fiduciary Sale shall be endorsed by Fiduciary Seller or the Company on the date hereof, and on the date of execution of any subsequent amendment under the terms set out herein, if applicable, as provided in Article 40 of the Corporation Law, in the share register of the Company (“Share Register”), in accordance with the following note:

“All shares and any securities convertible into shares issued by [HNT], a corporation with its principal place of business in the City of [=], State of [=], at Rua [=], enrolled with the CNPJ/MF under No. [=] (“Company”), on the date hereof [or in the future], owned by Americanas S.A. - Under Judicial Reorganization (“Fiduciary Seller”), as well as the income, dividends, profits, gains, rights, interest on equity, distributions and other payments or amounts received or to be received or in any other way distributed, which may be due to Fiduciary Seller due to the ownership of the shares issued by the Company, were sold on a fiduciary basis, in favor of the Debentureholders holding Debentures of the [Twentieth] Issue of Simple Non-Convertible Debentures of the Unsecured Type, to be Converted into Collateral, with Additional Personal Guarantee, in Four Series, for Public Distribution, in accordance with the Automatic Distribution Registration Procedure, of Americanas S.A. - Under Judicial Reorganization, represented by [=] (“Fiduciary Agent”), in accordance with the Private Instrument of Fiduciary Sale of Shares and Other Covenants, executed on [=] by and between Fiduciary Seller, the Fiduciary Agent and the Company, which is filed at the Company’s headquarters.”

3.2.1. The Company shall submit to the Fiduciary Agent a simple copy of the Share Register demonstrating the filing of the Fiduciary Sale, as provided for in Section 3.2 above, within a period of up to five (5) Business Days from the date of execution of this Agreement, with the necessary updates of the Share Register, and additional filings to those provided for in Section 3.2.

3.3. The Company hereby acknowledges the Fiduciary Sale under the terms of this Agreement and expressly agrees with the terms and conditions established herein without the need for any additional consent or acknowledgement for the purposes of applicable law.

3.4. Any and all filings and records provided for herein shall be the sole and exclusive responsibility of Fiduciary Seller and the Company, at their sole expense. However, if the Company and Fiduciary Seller fail to do so within the deadlines set out in this Agreement, then the Fiduciary Agent may make such records, endorsements and filings in the name of, on behalf of, and at the expense of Fiduciary Seller and the Company, and the Fiduciary Agent shall be reimbursed for all costs and expenses incurred to carry out the necessary endorsements and records, upon submission of the respective receipt within ten (10) Business Days from receipt by Fiduciary Seller and Company of the receipt sent by the Fiduciary Agent.

3.5. The Company and Fiduciary Seller undertake to maintain the security interest granted under this Agreement to Trustee or any of its legal successors or assignees, until full settlement of the Secured Obligations.

3.6. It is hereby clarified that, for the purposes of this Fiduciary Sale, Fiduciary Seller acknowledges that the fiduciary property, the terminable domain and the indirect possession over the Shares and Rights shall be transferred to the Secured Parties, represented by Trustee, and that Fiduciary Seller shall hold direct possession of the respective Shares and Rights exclusively as depositary and responsible for third party assets, assuming all obligations set out in Articles 627 through 646 of the Brazilian Civil Code.

4. VOTING RIGHTS

4.1. Except in the event of any Foreclosure Event, Fiduciary Seller may freely exercise its voting rights in relation to the Shares Sold on a Fiduciary Basis; however, it is hereby established that Fiduciary Seller shall not exercise such voting right, nor shall it grant any consent, waiver or ratification, or shall perform any other act that, in any way that: (i) violates the terms of this Agreement and/or the Indenture or that may lead, immediately or after the expiry of the applicable cure period, to the occurrence of a Foreclosure Event; and (ii) results in a restriction on the right of Debentureholders to enforce their guarantee and/or may harm in any way the market value and/or liquidity of the Shares

and Rights.

4.2. Upon occurrence of a Foreclosure Event, Fiduciary Seller shall not exercise any voting, consent or other rights with respect to the Shares Sold on a Fiduciary Basis, except in accordance with the written authorizations of Trustee. Fiduciary Seller shall be required to inform Fiduciary Seller at least ten (10) days in advance of the date of any resolution event by the Company. Fiduciary Seller undertakes to inform Trustee of its position in relation to the matter under resolution until the date of the resolution event. Trustee, in turn, undertakes to attend and exercise or not exercise its right to vote in accordance with Trustee voting instructions, in accordance with this Section, and submit to Trustee a copy of the minutes containing the resolutions eventually approved within two (2) business days after the event takes place. In the event that Fiduciary Seller does not receive instructions from Trustee, before or at the time of the meeting, then Fiduciary Seller shall attend the meeting and vote in order to preserve the *status quo ante* of the Company in all aspects and in particular in relation to matters subject to Fiduciary Seller's vote guidance.

4.3. Any act or legal transaction related to the Shares Sold on a Fiduciary Basis carried out in violation of the provisions of this Agreement, in particular those relating to the exercise of political and economic rights provided for in Sections 4.1 and 4.2 above, shall be null and ineffective before the Company and/or Fiduciary Seller.

5. REPRESENTATIONS AND WARRANTIES

5.1. Fiduciary Seller represents and warrants to Trustee, on the date of execution of this Agreement, that:

(i) it is a joint-stock company duly organized and existing in the form of a publicly-held company in accordance with the laws of the Federative Republic of Brazil, Issuer's registration as a publicly-held company is updated with the CVM, as required by CVM Resolution 80, and its information contained therein and made public is updated as required by CVM Resolution 80;

(ii) considering the approval of the Judicial Reorganization Plan by the Reorganization Court, it is duly authorized to enter into this instrument and to sell and transfer the fiduciary ownership of the Shares to the Fiduciary Agent, and comply with its respective obligations set out in this Agreement and in other documents relating to the Issue, having met all legal and statutory requirements necessary for that purpose;

(iii) considering the approval of the Judicial Reorganization Plan by the Reorganization Court, the obligations undertaken in this Agreement are legally valid and binding obligations of Fiduciary Seller, enforceable in accordance with its terms and conditions;

(iv) the execution of this instrument was duly authorized by its relevant corporate bodies and by the Reorganization Court and does not violate: (i) its Bylaws; or (ii) any law or contractual restriction that binds or affects it;

(v) considering the approval of the Judicial Reorganization Plan by the Reorganization Court, no registration, consent, authorization, approval, license, order of, or qualification with any government authority or regulatory body is required for Fiduciary Seller to comply with its obligations under the terms of this instrument, except for the registration of the Agreement with the relevant Registry of Deeds and Documents;

(vi) it holds all relevant authorizations and licenses (including environmental ones) required by federal, state and municipal authorities to carry out its activities, and until the date of this representation Fiduciary Seller has not been notified of the revocation of any of them or the existence of an administrative proceeding aimed at revoking, suspending or canceling any of them;

(vii) the legal representatives who execute this instrument have statutory and/or delegated powers to undertake, on their behalf, the obligations established herein and, being agents, had the powers legitimately granted, with the respective terms in office being in full force and effect;

(viii) the execution of this Agreement does not violate any contract or instrument to which Fiduciary

Seller is a party, nor shall it result in: (i) early maturity of any obligation established in any of these contracts or instruments; (ii) creation of any Lien on any asset or property of the Fiduciary Seller, except for those already existing on the date hereof and/or those created within the scope of this instrument; or (iii) the termination of any such contracts or instruments;

(ix) the assets and rights subject to the Fiduciary Sale do not constitute the subject of proceedings or investigation, judicial or extrajudicial, and there are no judicial discussions that prohibit, restrict, reduce or limit, in any way, the creation and maintenance of the guarantee over the assets and rights subject to the Fiduciary Sale in favor of Fiduciary Agent;

(x) is the sole and legitimate owner and possessor of the Shares, which are free from any Liens, except for the lien created as a result of the execution of this instrument, and there is no judicial, administrative or arbitration process or procedure that may harm or invalidate the Shares and/or the Fiduciary Sale;

(xi) the Company's capital stock, fully subscribed and paid in, is [•] (R\$[•]), divided into [•] ([•]) shares;

(xii) pursuant to records, filings and other measures referred to in Section 3, the Fiduciary Sale shall be duly created and valid in accordance with Brazilian laws, and it shall constitute in favor of the Fiduciary Agent a terminable, valid, effective property enforceable on the Shares;

(xiii) the Shares and Rights do not qualify as essential assets for Fiduciary Seller's activities exclusively for the purposes of the provisions of Article 49, paragraph 3, of the LFR (capital assets necessary for its business activity), and Fiduciary Seller shall not invoke such provision with the aim of preventing, suspending or otherwise impairing the performance of any of the Secured Obligations;

(xiv) [there are no shareholders' agreements whose purpose is the Company's shares, and it is agreed that the Shares and Rights shall be automatically and irrevocably disconnected from any existing shareholders' agreement, in the event of declaration of early maturity of the Secured Obligations; and]

(xv) the power of attorney granted by Fiduciary Seller for the foreclosure of the Shares and Rights, pursuant to the form attached as Exhibit III to this Agreement, was duly and validly granted and formalized, and grants the Fiduciary Agent, as representative of the Debentureholders, the powers therein expressed in a lawful, valid and effective manner.

5.2. The Parties confirm that the negotiation and execution of this Agreement followed the principles of probity and good faith, which shall also be complied with by the Parties when exercising their rights and fulfilling their obligations under this Agreement.

6. ADDITIONAL OBLIGATIONS

6.1. Fiduciary Seller undertakes, until all Secured Obligations are paid in full, to:

(i) maintain this Fiduciary Sale always existing, valid, effective, in perfect order and in full force, without any restriction or condition, and the Shares and Rights free and clear of any liens, charges or encumbrances, except those arising from this Agreement;

(ii) deliver to the Fiduciary Agent, on the date hereof, as well as always keep valid (until the discharge of the Secured Obligations or the Foreclosure of this Fiduciary Sale), the power of attorney required under the terms of this Agreement, as per Exhibit III;

(iii) comply with the provisions of the Indenture and this instrument, as applicable;

(iv) whenever the Secured Obligations are modified by the parties to the Indenture, execute amendments to this Agreement to modify the description of the Secured Obligations, as applicable; and

(v) notify the Fiduciary Agent of any imposition by any governmental authority of any changes to any Shares and Rights.

6.2. This Agreement and all obligations of the Shareholder relating to this Agreement shall remain in force until all Secured Obligations are fully paid.

7. FORECLOSURE OF THE GUARANTEE

7.1. Upon occurrence of the maturity of the Debentures without the Secured Obligations having been fully paid or the occurrence of early maturity of the Debentures (jointly, “Foreclosure Events”), the Fiduciary Agent, as representative of the Secured Parties, shall be authorized to freely foreclose the Shares and Rights, in or out of court, even by amicable sale, acting in good faith, and use the proceeds of such sale for the payment of the Secured Obligations until full settlement thereof, regardless of any formality, auction or public auction, subject to the provisions set out in the clauses below.

7.2. The Fiduciary Agent shall follow the guidance of the Secured Parties, gathered in a general meeting of Debentureholders, regarding the public or private foreclosure of the Shares and Rights.

7.3. Subject to the provisions of this Section, the Indenture and Sections 7.3 et seq. of the Judicial Reorganization Plan, in the event of an Foreclosure Event, the proceeds from the possible Foreclosure of Shares and Rights shall comply with the provisions of Section 6.2.1 and subsections of the Indenture, and Section 7.3 and subsections of the Judicial Reorganization Plan, and shall be used to pay the Secured Obligations up to the initial limit of one billion *Reais* (R\$1,000,000,000.00), as provided for in Section 6.2.1.1 of the Indenture and Section 7.3.1 of the Judicial Reorganization Plan, as well as to the extent that it exceeds the minimum of two billion *Reais* (R\$2,000,000,000.00), as provided for in Sections 6.2.1.2 and 6.2.1.3 of the Indenture and Sections 7.3.2 and 7.3.3 of the Judicial Reorganization Plan.

7.4. The Foreclosure of Shares and Rights as provided herein shall be carried out independently and in addition to any other foreclosure of guarantee, whether real or personal ones, granted to the Fiduciary Agent, as representative of the Secured Parties, in other contracts entered into within the scope of the Issue. In the event of early maturity of the Secured Obligations or final maturity of the Debentures without the Secured Obligations having been fully paid, the Fiduciary Agent shall have the right to exercise its rights and execute the Fiduciary Sale created under the terms of this Agreement and any other guarantee that was granted thereto under the Indenture, as a way of fully satisfying the Secured Obligations.

7.5. The Parties hereby agree that the Foreclosure of Shares and Rights shall only discharge the entirety of the Secured Obligations in case the aggregate amount resulting from the Foreclosure is sufficient for that purpose. Fiduciary Seller and the Company also acknowledge that the sale of Shares and Rights may occur under less favorable conditions than those that could be obtained through a sale under normal circumstances, and, notwithstanding these circumstances, they acknowledge and agree that any sale shall be considered valid and regular if carried out as provided in this Agreement.

7.6. Any and all costs or expenses demonstrably incurred by the Fiduciary Agent, as representative of the Secured Parties, as a result of fees and/or taxes for filings, endorsements, processes, procedures and/or other judicial or extrajudicial measures necessary to receive the proceeds from the Foreclosure of the Fiduciary Sale and the safeguarding of the rights and privileges of the Secured Parties provided for in this Agreement, including costs, fees, expenses, emoluments, legal and expert fees fixed in a final court ruling, or any other costs or expenses demonstrably incurred related to such processes, procedures or measures shall be the exclusive and full responsibility of Fiduciary Seller.

7.7. As a way of fulfilling the obligations established in this Agreement and until the Secured Obligations have been duly and fully paid, Fiduciary Seller and the Company hereby irrevocably appoint the Fiduciary Agent as their lawful attorney-in-fact, in accordance with articles 684 and 685 of the Brazilian Civil Code, with powers to take the necessary measures as provided for in this Agreement to maintain this Fiduciary Sale, even for the proper, faithful compliance with the provisions of this Section 7, under the terms of the power of attorney set out in Exhibit III hereto.

7.7.1. The power of attorney granted under this Agreement, as referred to in Section 7.6 above, shall remain valid and in full force and effect until full payment of the Secured Obligations.

7.8. Until any sale, assignment and transfer of Shares and Rights to third parties, Fiduciary Seller shall have the right to pay the full unpaid amount of the Secured Obligations, under the terms of this

Agreement and/or the Indenture, as applicable.

8. USE OF PROCEEDS

8.1. Any amounts received by the Fiduciary Agent for the benefit of the Secured Parties after exercising the measures provided for in Section 7 above shall be used for the payment of the Secured Obligations in the manner and order established in this Agreement and in the Indenture, provided that the proceeds of the Foreclosure of the Shares and Rights shall be allocated first to the full payment of the Secured Obligations arising from the First Series Debentures and the Second Series Debentures, on a *pro rata* basis to the balance of the Unit Face Value (for the First Series Debentures) and the balance of the Adjusted Unit Face Value (for the Second Series Debentures) of such Series, and, if there is remaining balance, for the payment of the Secured Obligations arising from the Third Series Debentures and the Fourth Series Debentures, on a *pro rata* basis to the balance of the Unit Face Value (for the Third Series Debentures) and the balance of the Adjusted Unit Face Value (for the Fourth Series Debentures) of such Series.

8.2. After full payment of the Secured Obligations, any such amounts that exceed the Secured Obligations shall be returned to Fiduciary Seller, pursuant to the terms and conditions of the Indenture and the Judicial Reorganization Plan.

9. TERMINATION AND DISCHARGE

9.1. This Agreement shall be effective from the date hereof and shall remain in full force and effect until the full settlement of the Secured Obligations or the complete Foreclosure of the Fiduciary Sale, when this Agreement shall be considered terminated and the security interests created hereby shall be discharged.

9.2. After the full settlement of the Secured Obligations or the complete Foreclosure of this guarantee, the Fiduciary Agent shall execute and deliver to Issuer within two (2) Business Days from Fiduciary Seller's request the discharge instrument to demonstrate discharge in compliance with this Section.

10. GENERAL PROVISIONS

10.1. Assignment and Transfer: Fiduciary Seller and the Company may not assign or transfer, in whole or in part, any of their rights and obligations provided for in this Agreement, except with the prior and express consent of the other Parties. Any supposed assignment or transfer in breach of the provisions of this Section 10.1 shall be null and void.

10.2. Communications: Communications to be sent by either Party under this Agreement shall be submitted to the following addresses:

To Issuer:

AMERICANAS S.A. - UNDER JUDICIAL REORGANIZATION

Rua Sacadura Cabral, 102, Parte, Saúde,

Postal Code (CEP) 20081-902 - Rio de Janeiro, RJ

Attn.: [•]

Tel.: (21) [•]

Email: [•]

To the Fiduciary Agent:

[•]

[•]

Attn.: [•]

Telephone: [•]

This public translation certificate was digitally signed by the Official Translator Sandra Regina Mattos Rudzit, JUCESP 1688.
The verification code at <https://oab.portaldeassinaturas.com.br/443> is 37F7-F153-4D5B-7DA7.

Email: [•]

To the Company:

[•]

[•]

Attn.: [•]

Telephone: [•]

Email: [•]

10.2.1. Communications relating to this Agreement shall be considered delivered when received upon filing protocol, return receipt requested, as issued by Empresa Brasileira de Correios, or by telegram, or by electronic mail at the addresses above. Communications made by facsimile or electronic mail shall be considered received on the date of submission, provided that receipt is confirmed by means of a receipt issued by the machine used by the sender.

10.2.2. Except for the obligations undertaken with specific forms of fulfillment, the fulfillment of the obligations agreed upon herein and in the other Offering documents referring to the submission of documents and periodic information to the Fiduciary Agent, shall occur exclusively through the platform [•].

10.2.3. The change of any of the above addresses shall be communicated immediately by the Party whose address has changed.

10.3. Waiver: Waiver of any of the rights arising from this instrument is not assumed. Therefore, no delay, omission or discretion regarding the exercise of any right, power or remedy that belongs to the Fiduciary Agent and/or the Debentureholders due to any default by Issuer shall prejudice such rights, powers or remedies, or shall be interpreted as constituting a waiver to them or agreement with such default, nor shall it constitute a novation or modification of any other obligations undertaken by Issuer under this Agreement, or precedent with respect to any other default or delay.

10.4. Independence of Provisions: In case any provision of this Agreement is held to be invalid, illegal or unenforceable under applicable law, the provision shall be deemed ineffective only to the extent of such invalidity, illegality or unenforceability and shall not affect any other provisions of this Agreement nor the validity, legality or enforceability of the provision in question in any other jurisdiction. To the extent permitted by applicable law, the Parties shall, in good faith, negotiate and enter into an amendment to this Agreement to replace any provision with a new one that: (a) reflects its original intent; and (b) is valid and binding.

10.5. Novation: This Agreement is not a novation, nor does it change any obligations of Fiduciary Seller in relation to the Fiduciary Agent under any contract entered into between them, including, among others, the Indenture.

10.6. Instrument Enforceable Out of Court and Specific Performance. This Agreement is an instrument enforceable out of court under the terms of subparagraphs I and III of article 784 of Law No. 13.105, dated March 16, 2015, as amended (“Code of Civil Procedure”), and the Parties hereby acknowledge that, regardless of any other appropriate measures, the obligations undertaken under this Agreement involve specific performance, subject to the provisions of articles 815 et seq. of the Code of Civil Procedure.

10.7. Irrevocable and Irreversible Agreement: This Agreement is entered into on an irrevocable and irreversible basis, and shall be binding upon the Parties and their successors in any capacity.

10.8. Expenses: Any demonstrated costs or expenses that may be incurred by the Fiduciary Agent in fulfilling its obligations under this Agreement shall be the sole responsibility of Fiduciary Seller, provided that the Fiduciary Agent shall have no responsibility for the payment or reimbursement thereof.

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10.9. Waivers, Amendments or Modifications: No term or condition set forth herein may be subject to waivers, amendments or modifications, except if such waiver, amendment or modification is formalized in writing and duly signed by the Parties. Any omission or delay in exercising any right, power or privilege provided for herein may not be construed as a waiver or novation of any right, power or privilege or any other right, power or privilege arising from this Agreement or any other instrument. The partial exercise of any right shall not prevent the future full exercise of such right or any other right. The express written waiver of any right shall not be deemed a waiver of any other right.

10.10. Electronic Signature: The Parties execute this instrument electronically, with only electronic signatures made using a digital certificate, validated in accordance with the Brazilian Public Key Infrastructure ICP-Brazil, being considered valid, under the terms of Provisional Measure No. 2.200-2, dated August 24, 2001. The Parties irrevocably and irreversibly acknowledge the authenticity, validity and full effectiveness of the signature by digital certificate, for all legal purposes.

10.10.1. This Agreement shall take effect for all Parties from the date set out herein, even if one or more Parties execute the electronic signature at a later date. Furthermore, even if one of the parties signs this instrument electronically in a different location, the place of execution of this instrument shall be, for all purposes, the City of Rio de Janeiro, State of Rio de Janeiro, as set out below.

10.11. Applicable Law: This Agreement shall be governed by the Laws of the Federative Republic of Brazil.

10.12. Jurisdiction: The judicial district of the Capital City of the State of São Paulo is hereby elected to settle any disputes arising from this Indenture, and the parties waive any other, however privileged it may be or may become.

IN WITNESS WHEREOF, the Parties execute this instrument electronically, in the presence of two (2) undersigned witnesses, who also sign it.

Rio de Janeiro, [=] [=], 2023.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

(Signature page __/__ of the "Private Instrument of Fiduciary Sale of Shares and Other Covenants" entered into on [=] by and between Americanas S.A. - Under Judicial Reorganization, [=] and [=])

Americanas S.A. - Under Judicial Reorganization

By:	By:
Title:	Title:

[=]

By: [=]	By: [=]
Title: [=]	Title: [=]

[=]

By: [=]	By: [=]
Title: [=]	Title: [=]

Witnesses:

1.

Name:

ID (RG) No.:

2.

Name:

ID (RG) No.:

EXHIBIT I

DESCRIPTION OF THE SHARES

Fiduciary Seller	Shares	R\$	%
Americanas S.A. - Under Judicial Reorganization	[=]	[=]	100%

EXHIBIT II

SECURED OBLIGATIONS

[Note to draft: exhibit to be completed]

EXHIBIT III

POWER OF ATTORNEY

POWER OF ATTORNEY

By this power of attorney, **AMERICANAS S.A. - UNDER JUDICIAL REORGANIZATION**, a corporation registered as a publicly-held company with the Securities and Exchange Commission (“CVM”), with its principal place of business in the city of Rio de Janeiro, State of Rio de Janeiro, at Rua Sacadura Cabral, 102, Part, District of Saúde, Postal Code (CEP) 20081-902, enrolled with the National Corporate Taxpayer Register of the Ministry of Finance (“CNPJ/MF”) under No. 00.776.574/0006-60 and with the Commercial Registry of the State of Rio de Janeiro (“JUCERJA”) under Company Registration (NIRE) No. 3330029074-5, herein represented in accordance with its bylaws by its legal representative(s) duly authorized and identified on the signature pages of this instrument (“Grantor”), hereby appoints [=], [address], enrolled with the CNPJ/MF under number [=] (“Grantee”), on an irrevocable and irreversible basis, as its attorney-in-fact, acting individually in the name and on behalf of Grantor, with powers to act on its behalf and as its representative for the exercise of all acts that may be necessary in relation to the “Private Instrument of Fiduciary Sale of Shares and Other Covenants” entered into by and between Grantor, Grantee and the Company on [=] (as amended, modified, amended and restated from time to time, “Agreement”), including, but not limited to, powers and authority, until the Secured Obligations have been paid in full, such as expressly confirmed in writing by Grantee, to:

(1) regardless of the occurrence of a Foreclosure Event, execute any document and perform any acts on behalf of Grantor in relation to the fiduciary sale created under the Agreement, to the extent that such document or act is necessary to constitute, create, preserve, maintain, formalize, perfect and validate such fiduciary sale under the terms of the Agreement, or amend the Agreement to include any New Shares and Rights under the Agreement and/or to rectify obvious errors, in which case the Fiduciary Agent shall notify the Grantor of the acts then performed; and

(2) upon occurrence of a Foreclosure Event or on the maturity date without the Secured Obligations having been fully settled:

(a) subject to the provisions of Section 7 of the Agreement, execute, assign, transfer or sell the Shares and Rights or agree to their Foreclosure, assignment, transfer or sale, in whole or in part, in and out of court, through sale or public negotiation or privately, even in court, by duly appointed attorneys with powers of the *ad judicia clause* (via substitution), and use the proceeds received for the payment and satisfaction of all Secured Obligations provided for in the Agreement that become due and payable, deduct expenses and use the remaining balance, if any, as provided for in the Indenture, receive all necessary powers to do so, including, among others, the power and capacity to execute contracts or agreements relating to the sale or transfer of the Shares and Rights Given as Guarantee and, whenever necessary, adopt measures, with powers to perform, apply and sign receipts and declarations, endorse checks, as well as perform all related acts, including, among others, representing Grantor before any Brazilian governmental bodies whenever necessary to carry out the sale of Shares and Rights Given as Guarantee;

(b) perform all acts necessary to receive all amounts required upon or in connection with any execution of rights in relation to the Shares and Rights, under the terms of the Agreement;

(c) perform all necessary acts and execute any instrument before any government authority in the event of a public sale of Shares and Rights, in accordance with the terms and conditions set forth in the Agreement; and

(e) to the extent necessary for the exercise of the granted powers, represent Grantor before any third parties, including any financial institution and any Brazilian governmental bodies or Brazilian authorities, whether at the federal, state or municipal level, including B3 S.A. - Brasil, Bolsa, Balcão ("B3"), the Brazilian Securities Commission, the Brazilian Federal Revenue Office, the Central Bank of Brazil, financial institutions, commercial boards, among others, relevant regulatory agencies and any environmental, tax or finance or transport authority with respect to matters related to this Agreement and the Shares and Rights.

Terms used in capital letters and not defined in this power of attorney shall have the same meanings ascribed thereto in the Agreement.

This power of attorney shall be valid for the term of the Secured Obligations or until the full foreclosure of the guarantee that is the subject matter of the Agreement, whichever occurs first, and is therefore irrevocable in accordance with articles 684 and 685 of the Brazilian Civil Code.

The powers granted in this power of attorney are in addition to the powers granted by Grantor to Grantee under the terms of the Agreement or any other document, and do not annul or revoke such powers.

This power of attorney was executed by Grantor on [=], in the City of Rio de Janeiro, State of Rio de Janeiro.

AMERICANAS S.A. - UNDER JUDICIAL REORGANIZATION

Name:	Name:
Title:	Title:

Exhibit 6.2.7.1

Instrument of Adhesion to the Restructuring Option - Retained or Offset Claims

To:

Americanas S.A.

To the attention of the Judicial Reorganization Group

Rua Sacadura Cabral, 102, Saúde

Rio de Janeiro, Rio de Janeiro, Brazil,

Postal Code (CEP): 20081-902

C/c: Judicial Administration

Via Creditor Portal - <https://portalcredor.americanas.io>

Re.: Instrument of Adhesion to the Restructuring Option - Retained or Offset Claims - Judicial Reorganization Plan of Americanas Group

We refer to the Judicial Reorganization Plan of Americanas Group approved at the General Meeting of Creditors held in [=] and approved by the Reorganization Court on [=] ("Plan"). Capitalized terms not defined in this Instrument of Adhesion ("Instrument") shall have the meaning ascribed thereto in the Plan.

In compliance with the provisions of **Section 6.2.7.1** of the Plan, [insert name/business name of Creditor] __, enrolled with the CPF/CNPJ under number [insert document number] __, with address

at [insert creditor's address]_, hereby, [individually / through a legal representative] [insert name of legal representative if applicable]_, enrolled with the CPF under number [insert document number]_ (“**Creditor**”), as Litigating Financial Creditor with Retained or Offset Amounts, represents, for all due purposes, especially for the purposes of the Plan, that (i) it qualifies as a Litigating Financial Creditor with Retained or Offset Amounts, as provided for in the Plan; (ii) it is aware of, agrees with and complies with its Non-Litigation, Release and Waiver Commitment provided for in **Section 11.3** of the Plan; and (iii) it elects, of its own free will, to (a) give and receive for the respective Offset Amounts and the Amounts to be Offset the treatment provided for in **Section 6.2.7 and subsections** (Restructuring Option - Retained or Offset Claims), committing, irrevocably and irreversibly, to grant a Credit Facility under the terms and conditions of **Section 6.2.7.2**.

Creditor acknowledges that, in the event it fails to comply with the obligation to make the respective Credit Facility available and under the contractually agreed terms, it shall be subject to the penalties provided for in the Plan.

Creditor hereby elects and represents, of its own free will, that it elects the secondary payment method set out below for the payment of any remaining balance of the Unsecured Claims held thereby after (a) the Consolidation of Retained Amounts provided for in **Section 6.2.7.3**; and (b) any payment of part of the Unsecured Claims in the context of the Reverse Auction provided for in **Section 6.2.2**:

() in accordance with the terms and conditions set out in **Section 6.2.5 and subsections** (Restructuring Option I); or

() in accordance with the terms and conditions set out in **Section 6.2.6 and subsections** (Restructuring Option II), and Creditor, when electing this secondary payment method by submitting this Instrument, represents to be fully aware, and automatically and unrestrictedly adhere, irrevocably and irreversibly, to the Creditor Lock-Up Agreement pursuant to **Exhibit 6.2.6.2** to the Plan, the effectiveness of which shall begin immediately after the completion of the Restructuring Capital Increase and delivery to Creditor of the New Shares Capitalization of Claims and respective Subscription Warrants, and hereby commits to comply with all terms and conditions thereof, in accordance with **Section 6.2.6.2** of the Plan.

[Creditor represents that it qualifies as a Capital Market Financial Creditor, as provided for in the Plan and, as such, shall not undertake the commitment to grant Bank Guarantee or Surety Bond Facilities under the terms and conditions described in **Section 6.2.6.3.7 et seq.**]

OR

[Creditor represents that it qualifies as a Bank Financial Creditor, as provided for in the Plan, and that it has no interest in undertaking the commitment to grant Bank Guarantee or Surety Bond Facilities under the terms and conditions described in **Section 6.2.6.3.7 et seq.**, and hereby irrevocably and irreversibly waives the right to voluntarily participate in such Bank Guarantee Facilities or Performance Bond.]

OR

**[EXCLUSIVELY FOR BANK FINANCIAL CREDITORS INTENDING TO PROVIDE
BANK GUARANTEE FACILITIES OR PERFORMANCE BONDS UNDER THE TERMS
OF RESTRUCTURING OPTION II]**

[Additionally, Creditor hereby represents that it qualifies as a Bank Financial Creditor, as provided for in the Plan, and of its own free will hereby confirms its voluntary participation and commitment, on an irrevocable and irreversible basis, to grant the Americanas Group Bank a Bank Guarantee or Surety Bond Facilities in the maximum *pro rata* amount calculated in accordance with **Section 6.2.6.3.7** [limited, in any case, to the maximum amount of R\$_ [insert maximum value of the Bank Guarantee or Surety Bond Facilities that the Financial Creditor Bank is willing to grant, if so desired, always limited

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to the amount of its Unsecured Claim]⁸⁷ of its Financial Claim Bank and to enter into the respective Bank Guarantee or Surety Bond Facilities Agreement until the Closing Date - Restructuring Option II, under the terms and conditions described in **Section 6.2.6.3.7 et seq.**, with which the Creditor declares to be aware and agree with. Creditor acknowledges that, if Americanas Group decides to use the respective Bank Guarantee or Surety Bond Facilities under the terms of the Bank Guarantee or Surety Bond Facilities Agreement, and Creditor fails to comply with the respective obligation undertaken, it shall be subject to the penalties provided for in the Plan.]

Creditor represents and acknowledges to Americanas Group and anyone who may be interested, for all legal purposes, that, (i) upon verification of all events described in **Section 6.2.7** of the Plan, in particular **Section 6.2.7.3**, Americanas Group shall owe nothing further to Creditor under any circumstance or at any time in relation to the Retained or Offset Amounts under the terms of **Section 6.2.7**; and (ii) upon payment of the remaining balance of the Unsecured Claims under the terms of **Section 6.2.6 and subsections** of the Plan, if applicable, Americanas Group shall owe nothing further to Creditor under any circumstance or at any time in relation to the remaining balance of its Unsecured Claims, provided that proof of such financial transaction shall serve as proof of full, irrevocable and irreversible settlement of the remaining balance of the Unsecured Claims thereof. For the avoidance of doubt, the discharge of the obligations set out in the Americanas Debenture Indenture shall only occur upon payment thereof.

Finally, by submitting this Instrument, Creditor expressly expresses its unrestricted, unreserved agreement with all the clauses and conditions set out in the Plan and the Exhibits thereof. Creditor ratifies all the effects of the Plan and Exhibits thereto in relation thereto and its Unsecured Claim, so that the execution and submission of this Instrument implies the irrevocable and irreversible acceptance of all the terms of the Plan.

For the purposes of **Section 12.2** of the Plan, Creditor provides the following bank details for payment of its Unsecured Claims under the terms of **Section 6.2.7**:

Bank:

Bank Code:

Branch:

Checking Account:

Pix:

CNPJ/CPE:

Beneficiary:

IBAN (for deposits in foreign currency): _ [if applicable]

Swift/BIC (for deposits in foreign currency): _ [if applicable]

[PROVIDE PLACE AND DATE]

[NAME OF CREDITOR // NAME OF LEGAL REPRESENTATIVE]

Exhibit 6.2.8

Instrument of Adhesion of Option of Supplier Creditors with Unsecured Claims above R\$12,000.00

⁸⁷ Note: the indication of maximum amount (i) does not apply to the Bank Financial Creditors signatory of the PSA, and (ii) is optional for the Bank Financial Creditors not signatory of the PSA that opted for the voluntary participation of granting of Bank Guarantee Facilities and Performance Bond. The Bank Financial Creditors not signatory of the PSA and which did not opt to indicate the maximum amount must **not** include the following excerpt to the Instrument of Adhesion: “*limited, in all cases, to the maximum amount of R\$_____ [insert maximum amount of the Bank Guarantee Facility that the Bank Financial Creditor is available to grant, if it so wishes, always limited to the amount of its Unsecured Claim]*”.

To:

Americanas S.A.

To the attention of the Judicial Reorganization Group

Rua Sacadura Cabral, 102, Saúde

Rio de Janeiro, Rio de Janeiro, Brazil,

Postal Code (CEP): 20081-902

C/c: Judicial Administration

Via Creditor Portal - <https://portalcredor.americanas.io>

RE: Instrument of Adhesion of Option of Supplier Creditors with Unsecured Claims above R\$12,000.00 - Judicial Reorganization Plan of Americanas Group

We refer to the Judicial Reorganization Plan of Americanas Group approved at the General Meeting of Creditors held on [=] and approved by the Reorganization Court on [=] ("Plan"). Capitalized terms not defined in this Adhesion Instrument ("Instrument") shall have the meanings ascribed thereto in the Plan.

In compliance with the provisions of **Section 6.2.8** of the Plan, [insert name/corporate name of Creditor]_, enrolled with the CPF/CNPJ under number [insert document number]_, with address at [insert creditor's address]_, hereby [individually / through a legal representative] [insert name of legal representative if applicable] _, enrolled with the CPF/ME under No. __ ("Creditor"), as **Supplier Creditor with Unsecured Claims above R\$12,000.00**, represents for all due purposes, in particular for the purposes of the Plan, that (i) it is aware of, agrees with and is in compliance with its Non-Litigation, Release and Waiver Commitment provided for in **Section 11.3** of the Plan, and (ii) by free will and spontaneously elects to receive payment of its Unsecured Claims, including the remaining balance after any payment provided for in **Section 6.2.2 and subsections** of the Plan, in accordance with the terms and conditions set out in **Section 6.2.8** (Restructuring Option - Supplier Creditors with Unsecured Claims above R\$12,000.00).

Creditor represents and acknowledges to Americanas Group and anyone who may be interested, for all legal purposes, that, upon payment under the terms of **Section 6.2.8** of the Plan, Americanas Group shall owe nothing further to Creditor in any capacity or at any time in relation to all of its Unsecured Claims, provided that proof of such financial transaction shall serve as proof of full, irrevocable and irreversible settlement in relation to all the Unsecured Claims thereof.

Finally, by submitting this Instrument, Creditor expressly expresses its unrestricted and unreserved agreement with all the clauses and conditions set out in the Plan and Exhibits thereto. Creditor ratifies all the effects of the Plan and Exhibits thereto in relation thereto and its Unsecured Claim, so that the execution and submission of this Instrument implies the irrevocable and irreversible acceptance of all the terms of the Plan.

For the purposes of **Section 12.2** of the Plan, Creditor provides the following bank details for payment of its Unsecured Claims under the terms of **Section 6.2.8**:

Bank:

Bank Code:

Branch:

Checking Account:

Pix:

CNPJ/CPF:

Beneficiary:

IBAN (for deposits in foreign currency): _ [if applicable]

Swift/BIC (for deposits in foreign currency): _ [if applicable]

[PROVIDE PLACE AND DATE]

[NAME OF CREDITOR // NAME OF LEGAL REPRESENTATIVE]

Exhibit 6.2.9.2

Instrument of Adhesion of Option of Supplier Creditor Collaborator

To:

Americanas S.A.

To the attention of the Judicial Reorganization Group

Rua Sacadura Cabral, 102, Saúde

Rio de Janeiro, Rio de Janeiro, Brazil,

Postal code: 20081-902

C/c: Judicial Administration

Via Creditor Portal - <https://portalcredor.americanas.io>

RE: Instrument of Adhesion of Option of Supplier Creditor Collaborator - Judicial Reorganization Plan of Americanas Group

We refer to the Judicial Reorganization Plan of Americanas Group approved at the General Meeting of Creditors held on [=] and approved by the Reorganization Court on [=] (“Plan”). Capitalized terms not defined in this Instrument of Adhesion (“Instrument”) shall have the meanings ascribed thereto in the Plan.

In compliance with the provisions of **Section 6.2.9.2** of the Plan, [insert name/corporate name of Creditor]_, enrolled with the CPF/CNPJ under number [insert document number]_, with address at [insert creditor’s address]_, hereby, [individually / through a legal representative] [insert name of legal representative if applicable]_, enrolled under number [insert document number]_ (“Creditor”), as **Supplier Creditor Collaborator**, represents for all due purposes, in particular for the purposes of the Plan, that (i) it falls within the concept of Supplier Creditor Collaborator, as defined in **Section 1.1.56** of the Plan, (ii) it is aware of, agrees with and is in compliance with its Non-Litigation Commitment provided for in **Section 11.3** of the Plan, (iii) it agrees to immediately return the regular supply to Americanas Group of non-financial products for resale, as applicable, in such volume, quality, assortment, delivery time and conditions previously agreed between the Company and the respective Supplier Creditor Collaborator; (iv) it agrees to immediately return other ancillary negotiations, such as funds, Americanas Ads and bonuses in order to allow the reestablishment of the margins agreed between the Company and the respective Supplier Creditor Collaborator; (v) it agrees to grant, immediately upon receipt of its portion of the Funds Allocated to the Supplier Creditor Collaborators as provided for in **Section 6.2.9.2** of the Plan, in relation to their respective Unsecured Claims, the extension of the payment term for Americanas Group to the term usually adopted during 2022, or a longer one, continuously during the minimum period of months (12), automatically extendable for an equal period, including for orders placed and not yet paid by the Company upon receipt by the Creditor Supplier Collaborator of the respective portion of Funds Allocated to Supplier Creditor Collaborators; (vi) of its own free will, it elects to receive payment of their respective Unsecured Claims in accordance with the terms and conditions set out in **Section 6.2.9 and subsections** of the Plan, in the Priority modality [provide Priority I, II or III]; and (vii) it agrees that any remaining balances of Unsecured Claims held thereby that have not been paid in accordance with **Section 6.2.9**, even after the availability of the Additional Amount provided for in **Section 6.2.9.4**, shall be paid in accordance with **Section 6.2.8**.

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Creditor represents and acknowledges to Americanas Group and anyone who may be interested therein, for all legal purposes, that, upon payment under the terms of **Section 6.2.9 and subsections** of the Plan, Americanas Group shall owe nothing further to Creditor in any capacity or at any time in relation to all of its Unsecured Claims, provided that proof of such financial transaction shall serve as proof of full, irrevocable and irreversible settlement in relation to all of its Unsecured Claims.

Creditor confirms and ratifies, under the terms of **Section 6.2.9.6**, that Americanas Group shall not be required to request or engage new products or services offered by the Supplier Creditor Collaborator, and may engage new products or services strictly in accordance with its operational needs and the best market offers.

Lastly, by submitting this Instrument, Creditor expressly states its unrestricted and unreserved agreement with all the clauses and conditions set out in the Plan and Exhibits hereto. Creditor ratifies all the effects of the Plan and Exhibits hereto in relation thereto and its Unsecured Claim, so that the execution and submission of this Instrument implies the irrevocable and irreversible acceptance of all the terms of the Plan.

For the purposes of **Section 12.2** of the Plan, Creditor provides the following bank details for payment of its Unsecured Claims under the terms of **Section 6.2.9**:

Bank:

Bank Code:

Branch:

Checking Account:

Pix:

CNPJ/CPF:

Beneficiary:

IBAN (for deposits in foreign currency): _ [if applicable]

Swift/BIC (for deposits in foreign currency): _ [if applicable]

[INSERT PLACE AND DATE]

[NAME OF CREDITOR // NAME OF LEGAL REPRESENTATIVE]

Exhibit 6.2.9.9

Instrument of Adhesion of Option of Supplier Creditor Collaborator for Subrogated Pre-Petition Creditors

To:

Americanas S.A.

To the attention of the Judicial Reorganization Group

Rua Sacadura Cabral, 102, Saúde

Rio de Janeiro, Rio de Janeiro, Brazil,

Postal Code (CEP): 20081-902

With a copy to the Judicial Administration

Via Creditor Portal - <https://portalcredor.americanas.io>

RE: Instrument of Adhesion for Subrogated Pre-Petition Creditors - Creditor Supplier Collaborator - Judicial Reorganization Plan of Americanas Group

We refer to the Judicial Reorganization Plan of Americanas Group approved at the General Meeting of

Creditors held on [=] and approved by the Reorganization Court on [=] (“Plan”). Capitalized terms not defined in this Instrument of Adhesion (“Instrument”) shall have the meanings ascribed thereto in the Plan.

In compliance with the provisions of **Section 6.2.9.9** of the Plan, [insert name/corporate name of the Creditor] __, enrolled with the CPF/CNPJ under number [insert document number] __, with address at [insert creditor’s address] __, hereby [individually / through a legal representative] [insert name of legal representative if applicable] __, enrolled under number [insert document number] __ (“Subrogated Supplier Creditor Collaborator”), represents, for all due purposes, in particular for the purposes of the Plan, that (i) it is subrogated to the rights of the Creditor Supplier Collaborator [insert name/corporate name of the Creditor] __, enrolled with the CPF/CNPJ under number [insert document number] __, with address at [insert creditor’s address] __, hereby [individually / through a legal representative] [insert name of legal representative if applicable] __, enrolled under number [insert document number] __ (“Original Supplier Creditor Collaborator”), within the concept defined in **Section 1.1.56** of the Plan, (ii) the respective Original Supplier Creditor Collaborator and the Subrogated Supplier Creditor Collaborator are aware of, agree with and are in compliance with their Non-Litigation Commitment provided for in **Section 11.3** of the Plan, (iii) the respective Original Creditor Supplier Collaborator agrees to (a) immediately return the regular supply to Americanas Group of non-financial products for resale, as applicable, in such volume, quality, assortment, delivery time and conditions previously agreed between the Company and the respective Creditor Supplier Collaborator; (b) immediately return other ancillary negotiations, such as funds, Americanas Ads and bonuses in order to allow the reestablishment of the margins agreed between the Company and the respective Supplier Creditor Collaborator; and (c) grant, immediately upon receipt of its portion of the Funds Allocated to the Supplier Creditor Collaborators as provided for in **Section 6.2.9.3** of the Plan, in relation to their respective Unsecured Claims, the extension of the payment term for Americanas Group for the term usually adopted during 2022, or a longer one, continuously during the minimum period of months (12), automatically extendable for an equal period, including for orders placed and not yet paid by the Company upon receipt by the Supplier Creditor Collaborator of the respective portion of the Funds Allocated to Supplier Creditor Collaborators; (iv) of its own free will, it elects to receive payment of their respective Unsecured Claims in accordance with the terms and conditions set out in **Section 6.2.9 and subsections** of the Plan, in the Priority modality [provide Priority I, II or III]; and (vii) it agrees that any remaining balances of Unsecured Claims held thereby that have not been paid in accordance with **Section 6.2.9**, including after the availability of the Additional Amount provided for in **Section 6.2.9.4**, shall be paid in accordance with **Section 6.2.8**.

The Subrogated Supplier Creditor Collaborator represents that, if the Original Supplier Creditor Collaborator fails to comply with any of the Payment Conditions set out in **Section 6.2.9.1** after payment of part or all of the respective Unsecured Claims to the Subrogated Supplier Creditor Collaborator, such Subrogated Supplier Creditor Collaborator shall be subject to the penalties provided for in **Section 6.2.9.4**.

The Subrogated Supplier Creditor Collaborator and the Original Supplier Creditor Collaborator represent and acknowledge to Americanas Group and anyone who may be interested therein, for all legal purposes, that, upon payment under the terms of **Section 6.2.9 and subsections** of the Plan, the Americanas Group shall owe nothing further to the Subrogated Supplier Creditor Collaborator or the Original Supplier Creditor Collaborator in any capacity or at any time in relation to all of their Unsecured Claims, provided that proof of such financial transaction shall serve as proof of full, irrevocable and irreversible settlement in relation to all of its Unsecured Claims.

The Subrogated Supplier Creditor Collaborator and the Original Supplier Creditor Collaborator confirm and ratify, under the terms of **Section 6.2.9.6**, that Americanas Group shall not be required to request or engage new products or services offered by the Original Supplier Creditor Collaborator, and they may engage new products or services strictly according to their operational needs and the best market offerings.

Finally, by submitting this Instrument, the Subrogated Supplier Creditor Collaborator and the Supplier

Creditor Collaborator expressly express their unrestricted and unreserved agreement with all the clauses and conditions set out in the Plan and the Exhibits thereto. The Subrogated Supplier Creditor Collaborator and the Supplier Creditor Collaborator ratify all the effects of the Plan and the Exhibits thereto in relation thereto and their Unsecured Claims, so that the execution and submission of this Instrument implies the irrevocable and irreversible acceptance of all terms of the Plan.

For the purposes of **Section 12.2 of the Plan**, the Subrogated Supplier Creditor Collaborator provides the following bank details for payment of its Unsecured Claims under the terms of **Section 6.2.9.9**:

Bank:

Bank Code:

Branch:

Checking Account:

Pix:

CNPJ/CPF:

Favored:

IBAN (for deposits in foreign currency): _ [if applicable]

Swift/BIC (for deposits in foreign currency): _ [if applicable]

[INSERT PLACE AND DATE]

[NAME OF ORIGINAL CREDITOR SUPPLIER COLLABORATOR // NAME OF LEGAL REPRESENTATIVE]

[NAME OF SUBROGATED SUPPLIER CREDITOR COLLABORATOR // NAME OF LEGAL REPRESENTATIVE]

Exhibit 6.2.10.1

Instrument of Adhesion of Option of Technology Supplier Creditors

To:

Americanas SA

To the attention of the Judicial Reorganization Group

Rua Sacadura Cabral, 102, Saúde

Rio de Janeiro, Rio de Janeiro, Brazil,

Postal code (CEP): 20081-902

With a copy to the Judicial Administration

Via Creditor Portal - <https://portalcredor.americanas.io>

RE: Instrument of Adhesion of Option of Technology Supplier Creditors – Judicial Reorganization Plan of Americanas Group

We refer to the Judicial Reorganization Plan of Americanas Group approved at the General Meeting of Creditors held on [=] and approved by the Reorganization Court on [=] (“Plan”). Capitalized terms not defined in this Instrument of Adhesion (“Instrument”) shall have the meanings ascribed thereto in the Plan.

In compliance with the provisions of **Section 6.2.10.1** of the Plan, [insert name/business name of the Creditor]_, enrolled with the CPF/CNPJ under number [insert document number]_, with address at [insert creditor’s address]_, hereby [individually / through a legal representative] [insert name of legal representative if applicable]_, enrolled under number [insert document number]_ (“Creditor”), as

Technology Supplier Creditor, represents for all due purposes, in particular for the purposes of the Plan, that (i) it falls within the concept of Technology Supplier Creditor, under the terms of **Section 1.1.57** of the Plan, (ii) it is aware, agrees and is in compliance with its Non-Litigation Commitment provided for in **Section 11.3** of the Plan, (iii) it agrees to grant, immediately upon receipt of its portion of the Funds Allocated to Technology Supplier Creditors, the extension of the payment term for Americanas Group to the term usually adopted in 2022, or a longer one, continuously during the minimum period of twelve (12) months, automatically extendable for the same period, the granting of the payment term extension may be excepted if the respective Technology Supplier Creditor demonstrates the increase in exposure credit risk of more than 100% of the average monthly amounts released by Americanas in 2023; (iv) of its own free will, it elects to receive payment of its respective Unsecured Claims in accordance with the terms and conditions set out in **Section 6.2.10 and subsections** of the Plan; and (v) it agrees that any remaining balances of the Unsecured Claim held thereby that have not been paid with the Funds Allocated to Technology Supplier Creditors after the payment provided for in **Section 6.2.10**, shall be paid in accordance with **Section 6.2.8**.

Creditor confirms and ratifies, under the terms of **Section 6.2.10.4**, that Americanas Group shall not be required to request or engage new products or services offered by the Technology Supplier Creditor, and may engage new products or services strictly in accordance with its operational needs and the best market offerings.

Creditor represents and acknowledges to Americanas Group and to anyone who may be interested, for all legal purposes, that, upon payment under the terms of **Section 6.2.10** of the Plan, Americanas Group shall owe nothing further to Creditor in any capacity or for any time in relation to all of its Unsecured Claims, provided that proof of such financial transaction shall serve as proof of full, irrevocable and irreversible settlement, in relation to all of its Unsecured Claims.

Finally, by submitting this Instrument, Creditor expressly expresses its unrestricted and unreserved agreement with all the clauses and conditions set out in the Plan and the Exhibits hereto. Creditor ratifies all the effects of the Plan and the Exhibits hereto in relation thereto and its Unsecured Claim, so that the execution and submission of this Instrument implies the irrevocable and irreversible acceptance of all the terms of the Plan.

For the purposes of **Section 12.2** of the Plan, Creditor provides the following bank details for payment of its Unsecured Claims under the terms of **Section 6.2.10**:

Bank:

Bank Code:

Branch:

Checking Account:

Pix:

CNPJ/CPF:

Favored:

IBAN (for deposits in foreign currency): _ [if applicable]

Swift/BIC (for deposits in foreign currency): _ [if applicable]

[INSERT PLACE AND DATE]

[NAME OF CREDITOR // NAME OF LEGAL REPRESENTATIVE]

Exhibit 7.2.1(i)

UPI HNT

The operation of Hortifruti Natural da Terra (HNT), which is a physical and digital food retailer, with a special focus on fruits and vegetables (FLV) and fresh produce, shall be transferred to UPI HNT.

HNT's operation is composed, on the date of this Plan, by the respective commercial establishment, business fund and 75 stores in four states (Rio de Janeiro, São Paulo, Minas Gerais and Espírito Santo), an e-commerce operation, in addition to three Distribution Centers, brands and other assets (including intangibles) and has a loyalty program with the participation of a base of more than two million registered customers ("UPI HNT Assets").

The UPI HNT Assets shall be funded by Americanas and/or other subsidiaries in a capital increase in SPE HNT until the sale of UPI HNT is completed.

Exhibit 7.2.1(ii)

UPI Uni.Co

UPI Uni.Co shall be comprised of all shares issued by Uni.Co SA ("Uni.Co") held by Americanas at the time of the sale of UPI. On the Plan Submission Date, Americanas holds 70% of the total and voting capital stock of Uni.Co.

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

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

Exhibit 7.2.1(iii)

UPI AME

The UPI AME shall be composed of all the shares representing 100% of the total and voting capital stock of AME Digital Brasil Instituição de Pagamento Ltda. ("AME"). AME is owned by Americanas indirectly via vehicles with a specific purpose. Americanas shall adopt the necessary measures to incorporate UPI AME and to facilitate the sale thereof, even by carrying out corporate reorganizations to adapt the structure of AME for that purpose, which may or may not include other related companies, companies under common control and/or subsidiaries.

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

To maintain AME's ordinary operations, Americanas shall make annual funding and/or loan operations, and may also make an extraordinary funding in the event of dissolution and liquidation of AME, as provided for in the Judicial Reorganization Plan and Exhibit 7.4.1.

Exhibit 7.2.1(iv)

UPI Digital

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

The UPI Digital Assets may be funded by Americanas and other subsidiaries in a capital increase in

SPE Digital until the sale of UPI Digital is completed.

Exhibit 7.4.1

Subsidiaries Capital Increases

1. **AME.** Americanas Group may approve, subscribe and pay in capital increases in AME limited to the amount of one hundred and twenty million *Reais* (R\$120,000,000.00), for 2024. Americanas Group shall resolve by December 31, 2024 on the continuity or dissolution and liquidation of AME. In the event that AME activities continue, Americanas Group may make an additional funding to AME in the aggregate amount of up to (i) eighty million *Reais* (R\$80,000,000.00), for 2025; and (ii) forty million *Reais* (R\$40,000,000.00), for 2026. In the event of dissolution and liquidation of AME, Americanas Group may make an additional funding to AME in the aggregate amount of one hundred and thirty million *Reais* (R\$130,000,000.00) for such purposes. For the avoidance of doubt, the events of continuity and dissolution are mutually exclusive, so that Americanas Group may only use the funds up to the limit established in the applicable event, in a non-cumulative manner.

2. **VEM.** Americanas Group may approve, subscribe and pay in a capital increase in VEM in the aggregate amount of fifteen million *Reais* (R\$15,000,000.00) for the purposes of paying fines, terminating employees and renovating stores by VEM.

3. **Click Rodo.** Americanas Group may carry out, approve, subscribe and pay in capital increases in Click Rodo, through the capitalization of claims already existing on the date of this Plan, held against such subsidiary, in the aggregate amount of one hundred and seventy and nine million *Reais* (R\$179,000,000.00), as a legalization of commercial advances made by Americanas Group.

Exhibit 8.2.1

Composition of Initial Board of Directors

1. Eduardo Saggiaro Garcia
2. Luiz Fernando Edmond
3. Cláudio Moniz Barreto Garcia
4. Yuiti Matsuo Lopes
5. Paula Cardoso Florez Chaves
6. Maria Rita Coutinho
7. Vanessa Claro Lopes

Exhibit 11.10

Monitoring Reports

As set out in **Section 11.10**, the Companies under Reorganization shall submit and make available quarterly, within five (5) Business Days of the disclosure of their Quarterly Results and in a specific location on their website in the field of investor relations, from the Approval of the Plan and until the discharge of the Americanas Debentures, a specific report intended for its Preliminary Creditors with public data and which does not include relevant facts and aspects not yet disclosed to the market, containing information relevant to monitoring compliance with the Plan and the exhibits thereto (“**Monitoring Report**”).

The Monitoring Report shall include all statements of the current situation of the Plan and the Company’s economic and financial indicators in the period covered by the Monitoring Report, and shall point out, among other public information that is not relevant facts and aspects not yet disclosed to the Marketplace:

(i) the sum, in consolidated form, of all the Company’s consolidated financial debts to individuals and/or legal entities, including loans and financing with third parties, banking and commercial

operations with third parties, issue of fixed income, convertible or not in shares, in the local and/or international capital market, the amounts relating to the Company's redeemable shares, if issued, the differential payable for derivative transactions and liabilities relating to leasing and credit card accounts receivable;

(ii) the engagement of any new additional financing operation, in accordance with **Section 7.5**;

(iii) the sum of available funds (cash and financial investments), the Company's Accounts Receivable and the Credit Rights Investment Fund(s) - FIDC (when consolidated), as well as details of the receivables existing in the respective period, with the necessary breakdown of their nature (e.g., cards), and the differential to be received for derivative operations;

(iv) the sum of (a) the Company's consolidated operating profit before deducting taxes, duties, contributions, interests and net financial expenses (deducted from financial income); (b) the Company's consolidated depreciation and amortization; (c) other consolidated operating income (expenses); and (d) equity equivalence;

(v) the evolution of the bankruptcy debt, considering the most current position of the List of Creditors and including the updates resulting from the result of the Reverse Auction, the Repurchase of Unsecured Claims, the Restructuring Capital Increase, the issue of Americanas Debentures, the payment of Supplier Creditors and the inclusion of any Illiquid Claims, as well as any other cause for rectification of the List of Creditors, subdivided according to the classes of the Plan and the options exercised by the existing Preliminary Creditors;

(vi) the sum of payments and amortizations of Unsecured Claims by class, made in the period, segregated by payment option in the case of Unsecured Claims - Class III;

(vii) the most current position of Post-Petition Claims, including those of a tax nature and those created after the filing of the Judicial Reorganization;

(viii) the detailed calculation memory of any Cash Sweep Value that has been calculated in the period, including any (a) amounts paid by the respective Americanas shareholders due to the exercise of the preemptive right upon the Restructuring Capital Increase, (b) Surplus Repurchase Funds, (c) balance of Funds Allocated to Repurchase, and (d) Net Revenue from Liquidity Events.

(ix) the occurrence of sale or encumbrance of Relevant Assets, including UPIs, with the necessary breakdown of the respective revenue earned or linked to the operation, as necessary to determine, in a discriminated and detailed manner all the components that support the calculation of Net Revenue from Liquidity Events;

(x) the occurrence of any Corporate Reorganization events occurring during the period, as well as transactions between Debtors and Related Parties (as defined in applicable corporate legislation);

(xi) the most current aggregate position of Bank Guarantee or Surety Bond Facilities, including those provided and withdrawn;

(xii) the most current position of receivables discount transactions carried out in the period and respective operational and financial costs;

(xiii) the balance of the main working capital accounts (stock, suppliers and accounts receivable);

(xiv) information on (i) stock position, and (ii) sales through physical and digital channels; and

(xv) information of financial expenses incurred in the period.

(QR code)

Electronically signed by: ANA TEREZA BASILIO - 12/19/2023 01:27:14 a.m.

<https://trj.pje.jus.br:443/1g/Processo/ConsultaDocumento/listView.seam?x=23121901271422000000089453480>

Document number: 23121901271422000000089453480

Number 94005909 - Page
IN WITNESS WHEREOF I set my hand and seal to this translation.

São Paulo, January 15, 2024

Receipt No. 25849

SANDRA REGINA MATTOS RUDZIT

all/pas/rag/350696.doc



19/12/2023

Número: **0803087-20.2023.8.19.0001**

Classe: **RECUPERAÇÃO JUDICIAL**

Órgão julgador: **4ª Vara Empresarial da Comarca da Capital**

Última distribuição : **12/01/2023**

Valor da causa: **R\$ 500.000,00**

Assuntos: **Recuperação Judicial**

Segredo de justiça? **NÃO**

Justiça gratuita? **NÃO**

Pedido de liminar ou antecipação de tutela? **SIM**

Partes	Procurador/Terceiro vinculado

AMERICANAS S.A (AUTOR)

RHAYSSA ANTINARELLI CARDOSO CAMPOS (ADVOGADO)
PATRICIA FERES TRIELLI (ADVOGADO)
FELIPE DE OLIVEIRA GONCALVES (ADVOGADO)
FELIPE VIEIRA DE ARAUJO CORREA (ADVOGADO)
ANA TEREZA BASILIO (ADVOGADO)
JOSE ROBERTO DE ALBUQUERQUE SAMPAIO (ADVOGADO)
GABRIEL PINA RIBEIRO (ADVOGADO)
CLEBER FELIPE LOPES GALHARDI (ADVOGADO)
RAFAELLI MOREIRA CESAR (ADVOGADO)
VERONICA DO NASCIMENTO (ADVOGADO)
DANILO FERNANDES CHRISTOFARO (ADVOGADO)
RENATO CHAGAS CORREA DA SILVA registrado(a) civilmente como RENATO CHAGAS CORREA DA SILVA (ADVOGADO)
GUSTAVO PENNA MARINHO DE ABREU LIMA (ADVOGADO)
TAYNAH SOARES DE ALCANTARA (ADVOGADO)
ROSEMEIRE BRANCO LOPES (ADVOGADO)
DANIELA DE OLIVEIRA TITO DOS SANTOS (ADVOGADO)
ROSEMARY TEIXEIRA LISBOA registrado(a) civilmente como ROSEMARY TEIXEIRA LISBOA (ADVOGADO)
RENATO DACILIO FLORES (ADVOGADO)
VANDERLAN FERREIRA DE CARVALHO (ADVOGADO)
MARIO THADEU LEME DE BARROS FILHO (ADVOGADO)
WILLIAM CARMONA MAYA (ADVOGADO)
RENATA ROCHA MOREIRA (ADVOGADO)
CLEUBER LUCIO AZEVEDO RIOS (ADVOGADO)
FABIO ROBERTO BARROS MELLO (ADVOGADO)
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JOAO RICARDO DE SOUZA (ADVOGADO)
LILIANA BAPTISTA FERNANDES (ADVOGADO)
SELMA CRISTINA DOS SANTOS DELBONE (ADVOGADO)
ROSAMARIA BORGES VIEIRA FERACIN (ADVOGADO)
WILTON MAGARIO JUNIOR (ADVOGADO)
RICARDO BARROS MERO (ADVOGADO)
SAMAYA GOMES CARVALHO OLIVEIRA (ADVOGADO)
LEONARDO SANTOS DE RESENDE (ADVOGADO)
DANIEL DE LIMA CABRERA (ADVOGADO)
LAERCIO TOSCANO JUNIOR (ADVOGADO)
DIEGO STARLING PESSIM SILVA (ADVOGADO)
SILVIA HELENA RAMOS DE OLIVEIRA BASILE (ADVOGADO)
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MARIO LAIR DE SOUZA (ADVOGADO)
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ANDREZZA MARINS DA CRUZ (ADVOGADO)
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AMERICANAS S.A. (RÉU)

SAULO MAGNO FIRMO SANTOS (ADVOGADO)
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RENAN SOARES CORTAZIO (ADVOGADO)
PAULO MAZZANTE DE PAULA (ADVOGADO)
LUIZ FELIPE FARIAS GUERRA DE MORAIS (ADVOGADO)
JOAO LOYO DE MEIRA LINS registrado(a) civilmente como
JOAO LOYO DE MEIRA LINS (ADVOGADO)
FLAVIO CALLADO DE CARVALHO (ADVOGADO)
ROBERTO TRIGUEIRO FONTES (ADVOGADO)
LUIS FERNANDO PEREIRA NEVES (ADVOGADO)
ALEXANDRE PRANDINI JUNIOR (ADVOGADO)
JOAO VICTOR CARAN BARBOSA (ADVOGADO)
KALERIA LINS RIBEIRO CORTEZ (ADVOGADO)
FERNANDO MOREIRA DRUMMOND TEIXEIRA
(ADVOGADO)
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FABIANA DINIZ ALVES (ADVOGADO)
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WESLEY JOSE MADUREIRA (ADVOGADO)
LUCIANA MARTINS DE AMORIM AMARAL SOARES
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MAURICIO NANARTONIS (ADVOGADO)
FABIO ANTERIO FERNANDES (ADVOGADO)
JOAO CARLOS VILELA NUNES DOS REIS (ADVOGADO)
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CARINA CAVALCANTI DE MORAIS (ADVOGADO)
VANESSA CRISTINA DA COSTA (ADVOGADO)
BRUNO CARLO SICILIANO (ADVOGADO)
RENATO DE ASSIS TRIPIANO (ADVOGADO)
RICARDO CHABU DEL SOLE (ADVOGADO)
HERIBELTON ALVES (ADVOGADO)
ANDERSON CESAR FERNANDES (ADVOGADO)
EMERSON MACHADO DE SOUSA (ADVOGADO)
ISABELLE SAMPAIO DA COSTA DAMASCENO
(ADVOGADO)
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BRUNO FEIGELSON (ADVOGADO)
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(ADVOGADO)
GUSTAVO JOSE MENDES TEPEDINO (ADVOGADO)
PAULO ROBERTO JOAQUIM DOS REIS (ADVOGADO)
MARCOS AURELIO TEIXEIRA ALBUQUERQUE BASTOS
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The verification code at <https://oab.portaldeassinaturas.com.br:443/is-37F7-F153-4D5B-7DA7>.

ANTONIO CLETO GOMES (ADVOGADO)
 HUGO MARTINS QUINTAO (ADVOGADO)
 GLAUCIA MARA COELHO (ADVOGADO)
 ILAN CAIAFA SOARES (ADVOGADO)
 MARIA SEVERINIA GONCALVES (ADVOGADO)
 AUREA NAVES DE OLIVEIRA (ADVOGADO)
 ELIZABETH RIBEIRO SOUTO (ADVOGADO)
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 PRISCILA GOES PRADO MELO (ADVOGADO)
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 RICARDO JEREMIAS (ADVOGADO)
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 LUCIANA PINTO PASSOS (ADVOGADO)
 ALEXANDRE MENDES PINTO (ADVOGADO)
 TONY RAFAEL BICHARA (ADVOGADO)
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 MICHEL DINES (ADVOGADO)
 LEANDRO FIGUEIREDO PINHEIRO (ADVOGADO)
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 BRUNO PACHECO TEIXEIRA (ADVOGADO)
 CARLOS EDUARDO ROCHA CRUZ (ADVOGADO)
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 WAGNER TADEU VIEIRA CARNEIRO (ADVOGADO)
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 RACHEL MONFERDINI DOURADO LIMA (ADVOGADO)
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 LUCIANA SILVA BRASIL (ADVOGADO)
 ANDRE LUIZ CARRENHO GEIA (ADVOGADO)
 MARCELO CRISTIAN SANTOS (ADVOGADO)
 WESLEY SOUZA RIBEIRO ADAMI (ADVOGADO)
 RAPHAEL DIAS DE OLIVEIRA (ADVOGADO)
 AMANDA RODRIGUES FERRASIN (ADVOGADO)
 FABIO CRISTIANO MOURA DE FREITAS (ADVOGADO)
 NELCELIR LACERDA DE AZEVEDO registrado(a) civilmente
 como NELCELIR LACERDA DE AZEVEDO (ADVOGADO)
 KARLA MOURA DE PLASENCIA (ADVOGADO)
 EDUARDO REIS DE MENEZES (ADVOGADO)
 EDUARDO BRAGA FILHO (ADVOGADO)
 DANIELA NALIO SIGLIANO NICO (ADVOGADO)
 LEILA DUARTE ALI (ADVOGADO)
 JOAO GRECCO FILHO (ADVOGADO)

Documentos			
Id.	Data da Assinatura	Documento	Tipo
94005908	19/12/2023 01:27	Petição	Petição

EXMO. SR. DR. JUIZ DE DIREITO DA 4ª VARA EMPRESARIAL DA COMARCA DA
CAPITAL DO ESTADO DO RIO DE JANEIRO

Processo nº 0803087-20.2023.8.19.0001

AMERICANAS S.A. – EM RECUPERAÇÃO JUDICIAL, B2W DIGITAL LUX S.À.R.L – EM RECUPERAÇÃO JUDICIAL, JSM GLOBAL S.À.R.L – EM RECUPERAÇÃO JUDICIAL, e ST IMPORTADORA LTDA. – EM RECUPERAÇÃO JUDICIAL (“GRUPO AMERICANAS” ou “RECUPERANDAS”), nos autos da recuperação judicial em referência, vêm, por seus advogados abaixo assinados, requerer a juntada dos anexos do aditivo do Plano de Recuperação Judicial – PRJ acostado ao ID nº 89255345 (doc. 1).

Nestes termos,
P. deferimento.

Rio de Janeiro, 19 de dezembro de 2023.

Ana Tereza Basilio
OAB/RJ nº 74.802

Paulo Cesar Salomão Filho
OAB/RJ nº 129.234

José Roberto de Albuquerque Sampaio
OAB/RJ nº 69.747

Luis Felipe Salomão Filho
OAB/RJ nº 234.563

João Augusto Basilio
OAB/RJ nº 73.385

Rodrigo Figueiredo da Silva Cotta
OAB/RJ nº 168.001

Felipe de Oliveira Gonçalves
OAB/RJ nº 208.187

Rodrigo Cunha Mello Salomão
OAB/RJ nº 211.150

Felipe Vieira de Araujo Corrêa
OAB/RJ nº 153.480

Guilherme Góes Gandra
OAB/RJ nº 239.419

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The verification code at <https://oab.portaldeassinaturas.com.br:443> is 37F7-F153-4D5B-7DA7.





19/12/2023

Número: **0803087-20.2023.8.19.0001**

Classe: **RECUPERAÇÃO JUDICIAL**

Órgão julgador: **4ª Vara Empresarial da Comarca da Capital**

Última distribuição : **12/01/2023**

Valor da causa: **R\$ 500.000,00**

Assuntos: **Recuperação Judicial**

Segredo de justiça? **NÃO**

Justiça gratuita? **NÃO**

Pedido de liminar ou antecipação de tutela? **SIM**

Partes	Procurador/Terceiro vinculado

AMERICANAS S.A (AUTOR)

RHAYSSA ANTINARELLI CARDOSO CAMPOS (ADVOGADO)
PATRICIA FERES TRIELLI (ADVOGADO)
FELIPE DE OLIVEIRA GONCALVES (ADVOGADO)
FELIPE VIEIRA DE ARAUJO CORREA (ADVOGADO)
ANA TEREZA BASILIO (ADVOGADO)
JOSE ROBERTO DE ALBUQUERQUE SAMPAIO (ADVOGADO)
GABRIEL PINA RIBEIRO (ADVOGADO)
CLEBER FELIPE LOPES GALHARDI (ADVOGADO)
RAFAELLI MOREIRA CESAR (ADVOGADO)
VERONICA DO NASCIMENTO (ADVOGADO)
DANILO FERNANDES CHRISTOFARO (ADVOGADO)
RENATO CHAGAS CORREA DA SILVA registrado(a) civilmente como RENATO CHAGAS CORREA DA SILVA (ADVOGADO)
GUSTAVO PENNA MARINHO DE ABREU LIMA (ADVOGADO)
TAYNAH SOARES DE ALCANTARA (ADVOGADO)
ROSEMEIRE BRANCO LOPES (ADVOGADO)
DANIELA DE OLIVEIRA TITO DOS SANTOS (ADVOGADO)
ROSEMARY TEIXEIRA LISBOA registrado(a) civilmente como ROSEMARY TEIXEIRA LISBOA (ADVOGADO)
RENATO DACILIO FLORES (ADVOGADO)
VANDERLAN FERREIRA DE CARVALHO (ADVOGADO)
MARIO THADEU LEME DE BARROS FILHO (ADVOGADO)
WILLIAM CARMONA MAYA (ADVOGADO)
RENATA ROCHA MOREIRA (ADVOGADO)
CLEUBER LUCIO AZEVEDO RIOS (ADVOGADO)
FABIO ROBERTO BARROS MELLO (ADVOGADO)
MAURICIO APARECIDO CRESOSTOMO (ADVOGADO)
JOAO RICARDO DE SOUZA (ADVOGADO)
LILIANA BAPTISTA FERNANDES (ADVOGADO)
SELMA CRISTINA DOS SANTOS DELBONE (ADVOGADO)
ROSAMARIA BORGES VIEIRA FERACIN (ADVOGADO)
WILTON MAGARIO JUNIOR (ADVOGADO)
RICARDO BARROS MERO (ADVOGADO)
SAMAYA GOMES CARVALHO OLIVEIRA (ADVOGADO)
LEONARDO SANTOS DE RESENDE (ADVOGADO)
DANIEL DE LIMA CABRERA (ADVOGADO)
LAERCIO TOSCANO JUNIOR (ADVOGADO)
DIEGO STARLING PESSIM SILVA (ADVOGADO)
SILVIA HELENA RAMOS DE OLIVEIRA BASILE (ADVOGADO)
TANIA REGINA DE OLIVEIRA ARAGAO registrado(a) civilmente como TANIA REGINA DE OLIVEIRA ARAGAO (ADVOGADO)
MILENA APARECIDA DA SILVA LEITE (ADVOGADO)
MARIO LAIR DE SOUZA (ADVOGADO)
AMANDA KELLY IBIAPINA VIANA (ADVOGADO)
KILDARE FLAVIO BELO FURTADO (ADVOGADO)
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LUCIANE ELIZABETH DE SOUSA BARROS (ADVOGADO)
ANDREZZA MARINS DA CRUZ (ADVOGADO)
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AMERICANAS S.A. (RÉU)

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FATIMA CRISTINA SANTOS FERREIRA (ADVOGADO)
SERGIO ZVEITER (ADVOGADO)
BRUNO GALVÃO SOUZA PINTO DE REZENDE
(ADVOGADO)
MARCELO AUGUSTO NUNES FERREIRA (ADVOGADO)
RENAN SOARES CORTAZIO (ADVOGADO)
PAULO MAZZANTE DE PAULA (ADVOGADO)
LUIZ FELIPE FARIAS GUERRA DE MORAIS (ADVOGADO)
JOAO LOYO DE MEIRA LINS registrado(a) civilmente como
JOAO LOYO DE MEIRA LINS (ADVOGADO)
FLAVIO CALLADO DE CARVALHO (ADVOGADO)
ROBERTO TRIGUEIRO FONTES (ADVOGADO)
LUIS FERNANDO PEREIRA NEVES (ADVOGADO)
ALEXANDRE PRANDINI JUNIOR (ADVOGADO)
JOAO VICTOR CARAN BARBOSA (ADVOGADO)
KALERIA LINS RIBEIRO CORTEZ (ADVOGADO)
FERNANDO MOREIRA DRUMMOND TEIXEIRA
(ADVOGADO)
ADRIANA FERNANDES SCATOLINI (ADVOGADO)
FABIANA DINIZ ALVES (ADVOGADO)
LUCIA DE QUEIROZ PACHECO (ADVOGADO)
WESLEY JOSE MADUREIRA (ADVOGADO)
LUCIANA MARTINS DE AMORIM AMARAL SOARES
(ADVOGADO)
JOAO PIRES DE REZENDE JUNIOR (ADVOGADO)
MAURICIO NANARTONIS (ADVOGADO)
FABIO ANTERIO FERNANDES (ADVOGADO)
JOAO CARLOS VILELA NUNES DOS REIS (ADVOGADO)
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HERIBELTON ALVES (ADVOGADO)
ANDERSON CESAR FERNANDES (ADVOGADO)
EMERSON MACHADO DE SOUSA (ADVOGADO)
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(ADVOGADO)
MARCIA BATISTA MARTINS CERONI (ADVOGADO)
BRUNO FEIGELSON (ADVOGADO)
VANESSA RODRIGUES DA CUNHA PEREIRA FIALDINI
(ADVOGADO)
GUSTAVO JOSE MENDES TEPEDINO (ADVOGADO)
PAULO ROBERTO JOAQUIM DOS REIS (ADVOGADO)
MARCOS AURELIO TEIXEIRA ALBUQUERQUE BASTOS
(ADVOGADO)
ADEMIR BUITONI (ADVOGADO)
AUREA ANDRESSA LACERDA LIMA (ADVOGADO)
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	ANTONIO CLETO GOMES (ADVOGADO) HUGO MARTINS QUINTAO (ADVOGADO) GLAUCIA MARA COELHO (ADVOGADO) ILAN CAIAFA SOARES (ADVOGADO) MARIA SEVERINIA GONCALVES (ADVOGADO) AUREA NAVES DE OLIVEIRA (ADVOGADO) ELIZABETH RIBEIRO SOUTO (ADVOGADO) FELIPE ZORZAN ALVES (ADVOGADO) DANIELI DA CRUZ SOARES (ADVOGADO) NATHALIA GOMES PLA (ADVOGADO) ANA FLAVIA ANTUNES BONALUMI (ADVOGADO) CLAUDIO MANOEL SILVA BEGA (ADVOGADO) KERSON NASCIMENTO DE CARVALHO (ADVOGADO) PRISCILA GOES PRADO MELO (ADVOGADO) THIAGO BOZOGLIAN PAULINO CORREA (ADVOGADO) RICARDO JEREMIAS (ADVOGADO) MICHEL PLATINNY DUARTE ARAUJO (ADVOGADO) LUCIANA PINTO PASSOS (ADVOGADO) ALEXANDRE MENDES PINTO (ADVOGADO) TONY RAFAEL BICHARA (ADVOGADO) JONAS SMITH OLIVEIRA (ADVOGADO) PAULO ANDRE LIMA AGUIAR (ADVOGADO) MICHEL DINES (ADVOGADO) LEANDRO FIGUEIREDO PINHEIRO (ADVOGADO) ANA CAROLINA REIS DO VALLE MONTEIRO (ADVOGADO) BRUNO PACHECO TEIXEIRA (ADVOGADO) CARLOS EDUARDO ROCHA CRUZ (ADVOGADO) JESSICA BRANDES SOUTO MARTINELLI (ADVOGADO) WAGNER TADEU VIEIRA CARNEIRO (ADVOGADO) CISLENE DIAS HENRIQUE (ADVOGADO) BRUNO SOARES CLETO (ADVOGADO) EDUARDO PINTO SANTOS FERREIRA (ADVOGADO) RACHEL MONFERDINI DOURADO LIMA (ADVOGADO) JORGE LUIZ DE CARVALHO VELLOSO (ADVOGADO) LUCIANA SILVA BRASIL (ADVOGADO) ANDRE LUIZ CARRENHO GEIA (ADVOGADO) MARCELO CRISTIAN SANTOS (ADVOGADO) WESLEY SOUZA RIBEIRO ADAMI (ADVOGADO) RAPHAEL DIAS DE OLIVEIRA (ADVOGADO) AMANDA RODRIGUES FERRASIN (ADVOGADO) FABIO CRISTIANO MOURA DE FREITAS (ADVOGADO) NELCELIR LACERDA DE AZEVEDO registrado(a) civilmente como NELCELIR LACERDA DE AZEVEDO (ADVOGADO) KARLA MOURA DE PLASENCIA (ADVOGADO) EDUARDO REIS DE MENEZES (ADVOGADO) EDUARDO BRAGA FILHO (ADVOGADO) DANIELA NALIO SIGLIANO NICO (ADVOGADO) LEILA DUARTE ALI (ADVOGADO) JOAO GRECCO FILHO (ADVOGADO)

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Anexo I

Lauda Econômico-Financeiro¹

¹ Nota para minuta: apresentado nos autos em [] (ID nº [])





Anexo II

Laudo de Avaliação de Bens e Ativos²

² **Nota para minuta:** apresentado nos autos em [ID nº]





Anexo 1.1.7

Acordo de Apoio ao Plano³

³ **Nota para minuta:** apresentado nos autos em [] (ID nº [])





Anexo 1.1.10

Relação de Administradores Não Isentos

- Miguel Gutierrez
- Anna Christina Ramos Saicali
- José Timótheo de Barros
- Márcio Cruz Meirelles; e
- Fábio da Silva Abrate





Anexo 1.1.129

Relação de Credores – Pagamentos

Credor	Devedor Principal	Garantidor(es)	Instrumento Original	Classe	Créditos na Relação de Credores	Créditos na Data do Pedido (19.1.2023)	Créditos Acordados após (i) a Data de Fechamento Opção Reestruturação II e (ii) as compensações conforme cláusula 6.2.7 do PRJ ⁴
Banco BTG Pactual S.A.	Americanas S.A.	Não há	Risco Sacado e Derivativos	III	R\$ 3.517.235.724,61	R\$ 3.600.116.276,67	R\$ 1.927.184.522,79
BTG Pactual Seguros S.A.	Americanas S.A.	Não há	Risco Sacado (sub-rogação)	III	R\$ 0,00	R\$ 0,00	R\$ 423.937.039,95

⁴ Valores dos Créditos Vinculados após a Data de Fechamento Opção Reestruturação II sujeitos à (a) Homologação Judicial do Plano de Recuperação Judicial, (b) não ocorrência das condições resolutivas previstas na cláusula 9 do Plano de Recuperação Judicial e a não rescisão ou resolução do Acordo de Apoio ao Plano; (c) as escolhas das opções de pagamento realizadas por meio dos Acordos de Apoio (e.g. Opção de Reestruturação – Créditos Retidos ou Compensados e/ou da Opção de Reestruturação II); (d) à implementação das Condições Consolidação dos Valores Retidos ou Compensados; e (e) à manutenção da Data do Pedido nos termos do Plano de Recuperação Judicial.





Itaú Unibanco S.A. – Créditos em Reais	Americanas S.A.	Não há	Contrato de Prestação de Serviços e Pagamentos – SISPAG (Risco Sacado); Termo de Adesão ao Contrato de Prestação de Serviços de Coleta de Valores; Taxas de Comissões de Fiança; Contrato de Compra e Venda de Ações da BWU Comércio e Entretenimento S.A; Contrato de Compra e Venda de Ações da FAI – Financeira Americanas Itaú S.A. Crédito, Financiamento e Investimento; e Convênio para Celebração de Operações de Derivativos no 2889 e Convênio para Celebração de Operações de Derivativos no 6369.	III	R\$ 2.715.704.587,41	R\$ 2.720.998.558,98	R\$ 2.709.762.577,88
Itaú Unibanco S.A. – Créditos em Dólar	Americanas S.A.	Não há	Contrato de Empréstimo Internacional AGE 1222774, Contrato de Garantia Internacional Standby Letter of Credit; e Contratos de derivativos – “swap estrangeiro” - Master Agreement – International Swaps	III	US\$ 6.678.694,90	US\$ 6.683.542,16	US\$ 6.683.542,16
Itaú Unibanco Nassau Branch	Americanas S.A.	Não há	Derivatives Association, Inc. e Confirmation of an Interest Rate Swap Transaction AGE nº 1178680	III	US\$ 51.968.947,25	US\$ 51.046.950,42	US\$ 51.046.950,42



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Banco Bradesco S.A. – Créditos em Real	Americanas S.A. e ST Importações (apenas dos 19 contratos a Termo de Moeda sem entrega física).	Não há	Convênio para realização de Operações de Cessão de Crédito de Fornecedores, Reconhecimento de Obrigações e outras avenças; Cartão de Crédito; Convênio para Prestação de Serviço de Atendimento Personalizado para Recolhimento e/ou Remessa de Numerário; Instrumento Particular de Contrato de Constituição de Garantias e Outras Avenças; Instrumento Particular de Contrato de Constituição de Garantias e Outras Avenças; Contrato Global de Derivativos - Nota de Negociação nº SWAP180220198; Cédula de Crédito Bancário nº 2728953 e 19 Contratos a Termo de Moeda sem entrega física (20220728008446; 20220812008081; 20220622008246; 20220728008447; 20220810008322; 20220812008082; 20220622008247; 20220728008448; 20220810008323; 20220812008083; 20220810008324; 20220728008467; 20220810008326; 20220812008084; 20220810008327; 20220812008085; 20220810008328; 20220810008329; 20220622008245)	III	R\$ 4.853.275.879,63	R\$ 4.853.615.707,11	R\$ 4.789.528.268,33





Banco Bradesco S.A. – Créditos em Dólar	Americanas S.A.	Não há	Nota de Crédito Comercial nº 290.494-2	III	US\$ 55.466.736,11	US\$ 55.517.000,00	US\$ 55.517.000,00
Banco Santander S.A. ⁵	Americanas S.A.	Não há	Confirmings; CCBs Capital de Giro; CCB 4155136 (4131); CCB 4155026 (4131); e Instrumento Particular de Escritura da Décima Oitava Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos da Americanas S.A.	III	R\$ 3.770.676.795,94	R\$ 3.776.542.035,56	R\$ 3.776.542.035,56
Banco ABC Brasil S.A.	Americanas S.A.	Não há	Convênio para Aquisição de Créditos Confirmados/Aceitos pelo Sacado/Devedor dos Créditos nº 10876622	III	R\$ 415.607.108,88	R\$ 415.607.108,88	R\$ 415.607.108,88

⁵ Considerando a exclusão dos créditos em que a Uni.Co figura como devedora principal e a individualização das Debêntures.





Banco Votorantim	Americanas S.A.	Não há	Contrato de Fiança 10319233 – Apple e CDBs nºs 10330013, 10330014; 10330015 e 10330016.	III	R\$ 305.548.589,40	R\$ 305.548.589,40	R\$ 0,00
Banco Daycoval S/A	Americanas S.A.	Não há	Convênio Para Antecipação a Fornecedores e Aquisição de Créditos; e Instrumento Particular de Cessão de Direitos Creditórios.	III	R\$ 515.321.147,00	R\$ 515.321.147,00	R\$ 515.321.147,00
Banco Safra S/A	Americanas S.A.	Não há	Risco Sacado	III	R\$ 2.526.561.073,69	R\$ 2.526.561.073,69	R\$ 2.420.039.418,00
BTG Pactual Crédito Corporativo Previdência Renda Fixa Crédito Privado Fundo de Investimento Longo Prazo	Americanas S.A.	Não há	LAMEA7 - Instrumento Particular de Escritura da Décima Sétima Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos	III	R\$ 714.733,61 ⁶	R\$ 716.939,25	R\$ 716.939,25

⁶ Referente a 66 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.





Unimed Investcoop ANS V Fundo de Investimento Renda Fixa Crédito Privado	Americanas S.A.	Não há	LAMEA7 - Instrumento Particular de Escritura da Décima Sétima Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos	III	R\$ 13.190.083,83 ⁷	R\$ 13.230.732,61	R\$ 13.230.732,61
BTG Pactual Corporativo Plus FIFE Prev Multimercado Fundo de Investimento Crédito Privado	Americanas S.A.	Não há	LAMEA7 - Instrumento Particular de Escritura da Décima Sétima Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos	III	R\$ 216.585,94 ⁸	RS 206.390,74	R\$ 278.328,19
			LAMEA8 - Instrumento Particular de Escritura da Décima Oitava Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos		R\$ 71.733,16 ⁹	R\$ 71.937,45	
BTG X10 Master Fundo de Investimento Multimercado Longo Prazo – Créditos em Dólar	JSM Global S.a.r.l.	Não há	BOND - USL5788AAA99	III	US\$ 175.931,98 ¹⁰	US\$ 176.043,29	US\$ 628.632,75
	B2W Digital Lux S.a.r.l..		BOND - USL0527QAA15		US\$ 452.269,63 ¹¹	US\$ 452.589,46	

⁷ Referente a 1.218 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.

⁸ Referente a 19 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.

⁹ Referente a 7 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.

¹⁰ Referente a 174 bonds. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.

¹¹ Referente a 451 bonds. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.





BTG X10 Master Fundo de Investimento Multimercado Longo Prazo – Créditos em Real	Americanas S.A.	Não há	LAMEA7 - Instrumento Particular de Escritura da Décima Sétima Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos	III	R\$ 3.043.032,48 ¹²	R\$ 3.052.410,40	R\$ 3.052.410,40
BTG Pactual SICAV - Latin America Corporate Debt Fund	JSM Global S.a.r.l.	Não há	BOND - USL5788AAA99	III	US\$ 615.761,93 ¹³	US\$ 616.151,52	US\$ 2.189.677,64
	B2W Digital Lux S.a.r.l.		BOND - USL0527QAA15		US\$ 1.572.414,14 ¹⁴	US\$ 1.573.526,12	
BTG Pactual Multiestratégia Fundo de Investimento Multimercado – Créditos em Real	Americanas S.A.	Não há	LAMEA8 - Instrumento Particular de Escritura da Décima Oitava Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos	III	R\$ 286.932,63 ¹⁵	R\$ 287.749,81	R\$ 1.439.192,88
			LAMEA7 - Instrumento Particular de Escritura da Décima Sétima Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos	III	R\$ 1.147.905,49 ¹⁶	R\$ 1.151.443,07	

¹² Referente a 281 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.

¹³ Referente a 609 bonds. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.

¹⁴ Referente a 1.568 bonds. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.

¹⁵ Referente a 28 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.

¹⁶ Referente a 106 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.





BTG Pactual Multiestratégia Fundo de Investimento Multimercado – Créditos em Dólar	JSM Global S.a.r.l..	Não há	BOND - USL5788AAA99	III	US\$ 202.220,67 ¹⁷	US\$ 202.348,61	US\$ 426.134,53
	B2W Digital Lux S.a.r.l..	Não há	BOND - USL0527QAA15		US\$ 223.627,78 ¹⁸	US\$ 223.785,92	
BTG Pactual International Portfolio Funds SPC - Portfolio Y	B2W Digital Lux S.a.r.l..	Não há	BOND - USL0527QAA15	III	US\$ 2.747.713,48 ¹⁹	US\$ 2.749.656,61	US\$ 4.267.271,20
	JSM Global S.a.r.l..		BOND - USL5788AAA99		US\$ 1.516.655,00 ²⁰	US\$ 1.517.614,59	US\$ 4.267.271,20
BTG Pactual International Portfolio Funds SPC - Portfolio Z	B2W Digital Lux S.a.r.l..	Não há	BOND - USL0527QAA15	III	US\$ 1.376.865,19 ²¹	US\$ 1.377.838,88	US\$ 5.091.947,65
	JSM Global S.a.r.l..		BOND - USL5788AAA99		US\$ 3.711.760,34 ²²	US\$ 3.714.108,77	

¹⁷ Referente a 200 bonds. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.

¹⁸ Referente a 223 bonds. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.

¹⁹ Referente a 2.740 bonds. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.

²⁰ Referente a 1.500 bonds. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.

²¹ Referente a 1.373 bonds. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.

²² Referente a 3.671 bonds. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.





BTG Pactual Hedge Prev Fundo de Investimento Multimercado	Americanas S.A.	Não há	LAMEA7 - Instrumento Particular de Escritura da Décima Sétima Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos	III	R\$ 173.268,75 ²³	R\$ 173.802,73	R\$ 173.802,73
BTG Pactual Hedge II Fundo de Investimento Renda Fixa Crédito Privado	B2W Digital Lux S.a.r.l..	Não há	BOND - USL0527QAA15	III	US\$ 115.323,74 ²⁴	US\$ 115.405,30	US\$ 115.405,30
BTG Pactual Hedge Fundo de Investimento Renda Fixa Crédito Privado – Créditos em Real	Americanas S.A.	Não há	LAMEA5 - Instrumento Particular de Escritura da Décima Quinta Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos	III	R\$ 5.152.555,82 ²⁵	R\$ 5.168.683,99	R\$ 27.103.866,87
			LAMEA4 - Instrumento Particular de Escritura da Décima Quarta Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos		R\$ 563.572,03 ²⁶	R\$ 565.336,08	

²³ Referente a 16 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.
²⁴ Referente a 115 bonds. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.
²⁵ Referente a 506 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.
²⁶ Referente a 55 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.





			LAMEA7 - Instrumento Particular de Escritura da Décima Sétima Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos		R\$ 13.948.134,63 ²⁷	R\$ 13.991.119,54	
			LAMEA8 - Instrumento Particular de Escritura da Décima Oitava Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos		R\$ 7.357.772,48 ²⁸	R\$ 7.378.727,26	
BTG Pactual Hedge Fundo de Investimento Renda Fixa Crédito Privado – Créditos em Dólar	B2W Digital Lux S.a.r.l.	Não há	BOND - USL0527QAA15	III	US\$ 1.568.402,88 ²⁹	US\$ 1.569.512,02	US\$ 1.569.512,02
BTG Pactual Hedge Fundo Incentivado de Investimento em Infraestrutura Renda Fixa Crédito Privado – Créditos em Real	Americanas S.A.	Não há	LAMEA8 - Instrumento Particular de Escritura da Décima Oitava Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos	III	R\$ 481.636,92 ³⁰	R\$ 483.008,61	R\$ 483.008,61

²⁷ Referente a 1.288 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.

²⁸ Referente a 718 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.

²⁹ Referente a 1.564 bonds. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.

³⁰ Referente a 47 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.





BTG Pactual Hedge Fundo Incentivado de Investimento em Infraestrutura Renda Fixa Crédito Privado – Créditos em Dólar	B2W Digital Lux S.a.r.l.	Não há	BOND - USL0527QAA15	III	US\$ 112.315,30 ³¹	US\$ 112.394,72	US\$ 183.216,73
			BOND - USL5788AAA99		US\$ 70.777,23 ³²	US\$ 70.822,01	
BTG Pactual Discovery Fundo de Investimento Multimercado – Créditos em Real	Americanas S.A.	Não há	LAMEA7 - Instrumento Particular de Escritura da Décima Sétima Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos	III	R\$ 1.895.126,99 ³³	R\$ 1.900.967,33	R\$ 1.900.967,33
BTG Pactual Discovery Fundo de Investimento Multimercado – Créditos em Dólar	JSM Global S.a.r.l.	Não há	BOND - USL5788AAA99	III	US\$ 12.739,90 ³⁴	US\$ 127.479,63	US\$ 573.044,42
	B2W Digital Lux S.a.r.l.		BOND - USL0527QAA15		US\$ 445.249,92 ³⁵	US\$ 445.564,79	
BTG Pactual Crédito Corporativo Previdência Fundo de Investimento	Americanas S.A.	Não há	LAMEA7 - Instrumento Particular de Escritura da Décima Sétima Emissão de Debêntures Simples, Não Conversíveis em Ações, da	III	R\$ 43.089.773,04 ³⁶	R\$ 43.222.565,73	R\$ 43.222.565,73

³¹ Referente a 112 bonds. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.

³² Referente a 70 bonds. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.

³³ Referente a 175 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.

³⁴ Referente a 126 bonds. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial. Valor pendente de correção pelo ilmo. Administrador Judicial, que listou o valor resultante com equívoco material, apesar da confirmação da quantidade de bonds detida pelo fundo.

³⁵ Referente a 444 bonds. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.

³⁶ Referente a 3.979 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.





Multimercado Crédito Privado			Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos				
BTG Pactual Crédito Corporativo Plus Fundo de Investimento Multimercado Crédito Privado	Americanas S.A.	Não há	LAMEA4 - Instrumento Particular de Escritura da Décima Quarta Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos	III	R\$ 1.741.949,91 ³⁷	R\$ 1.747.402,43	R\$ 9.173.313,87
			LAMEA8 - Instrumento Particular de Escritura da Décima Oitava Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos		R\$ 2.049.518,80 ³⁸	R\$ 2.055.355,78	
			LAMEA5 - Instrumento Particular de Escritura da Décima Quinta Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos		R\$ 2.107.863,74 ³⁹	R\$ 2.114.461,63	
			LAMEA7 - Instrumento Particular de Escritura da Décima Sétima Emissão de Debêntures Simples, Não Conversíveis em Ações, da		R\$ 2.317.469,57 ⁴⁰	R\$ 2.324.611,48	

³⁷ Referente a 170 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.

³⁸ Referente a 200 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.

³⁹ Referente a 207 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.

⁴⁰ Referente a 214 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.





			Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos				
			LAMEA6 - Instrumento Particular de Escritura da Décima Sexta Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos		R\$ 928.971,78 ⁴¹	R\$ 931.482,55	
BTG Pactual Crédito Corporativo II Previdência Fundo de Investimento Multimercado Crédito Privado	Americanas S.A.	Não há	LAMEA7 - Instrumento Particular de Escritura da Décima Sétima Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos	III	R\$ 552.294,15 ⁴²	R\$ 553.996,19	R\$ 553.996,19
BTG Pactual Crédito Corporativo Master III Fundo de Investimento Renda Fixa Crédito Privado	Americanas S.A.	Não há	LAMEA7 - Instrumento Particular de Escritura da Décima Sétima Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos	III	R\$ 194.927,35 ⁴³	R\$ 195.528,07	R\$ 195.528,07
BTG Pactual Crédito Corporativo Fundo de	Americanas S.A.	Não há	LAMEA7 - Instrumento Particular de Escritura da Décima Sétima Emissão de Debêntures Simples, Não Conversíveis em Ações, da	III	R\$ 43.674.555,08 ⁴⁴	R\$ 43.809.149,93	R\$ 43.809.149,93

⁴¹ Referente a 756 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.

⁴² Referente a 51 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.

⁴³ Referente a 18 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.

⁴⁴ Referente a 4.033 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.





Investimento Renda Fixa Crédito Privado			Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos				
BTG Pactual Corporativo Plus FIFE Prev Fundo de Investimento Multimercado Crédito Privado	Americanas S.A.	Não há	LAMEA6 - Instrumento Particular de Escritura da Décima Sexta Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos	III	R\$ 299.826,87 ⁴⁵	R\$ 300.637,22	R\$ 3.134.222,07
			LAMEA6 - Instrumento Particular de Escritura da Décima Sexta Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos		R\$ 299.826,87 ⁴⁶	R\$ 300.637,22	
			LAMEA4 - Instrumento Particular de Escritura da Décima Quarta Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos		R\$ 819.741,13 ⁴⁷	R\$ 822.307,03	

⁴⁵ Referente a 244 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.

⁴⁶ Referente a 244 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.

⁴⁷ Referente a 80 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.





			LAMEA7 - Instrumento Particular de Escritura da Décima Sétima Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos		R\$ 1.007.124,63 ⁴⁸	R\$ 1.010.228,35	
			LAMEA5 - Instrumento Particular de Escritura da Décima Quinta Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos		R\$ 997.925,83 ⁴⁹	R\$ 1.001.049,47	
BTG Pactual ARF Equities Brasil Fundo de Investimento em Ações Investimento no Exterior	Americanas S.A.	Não há	LAMEA7 - Instrumento Particular de Escritura da Décima Sétima Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos	III	R\$ 3.064.691,07 ⁵⁰	R\$ 3.074.135,74	R\$ 5.653.607,25
			LAMEA8 - Instrumento Particular de Escritura da Décima Oitava Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos		R\$ 2.572.146,09 ⁵¹	R\$ 2.579.471,51	

⁴⁸ Referente a 93 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.
⁴⁹ Referente a 98 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.
⁵⁰ Referente a 283 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.
⁵¹ Referente a 251 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.





BTG Pactual ANS RF Fundo de Investimento Renda Fixa Crédito Privado	Americanas S.A.	Não há	LAMEA7 - Instrumento Particular de Escritura da Décima Sétima Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos	III	R\$ 15.236.820,98 ⁵²	R\$ 15.283.777,33	R\$ 15.283.777,33
BTG Pactual Absoluto LS Master Prev Fundo de Investimento Multimercado	Americanas S.A.	Não há	LAMEA7 - Instrumento Particular de Escritura da Décima Sétima Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos	III	R\$ 216.585,94 ⁵³	R\$ 217.253,41	R\$ 402.235,43
			LAMEA8 - Instrumento Particular de Escritura da Décima Oitava Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos		R\$ 184.456,69 ⁵⁴	R\$ 184.982,02	
BTG Pactual Absoluto LS Master Fundo de Investimento Multimercado	Americanas S.A.	Não há	LAMEA7 - Instrumento Particular de Escritura da Décima Sétima Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos	III	R\$ 833.855,87 ⁵⁵	R\$ 836.425,62	R\$ 1.555.800,14

⁵² Referente a 1.407 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.

⁵³ Referente a 20 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.

⁵⁴ Referente a 18 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.

⁵⁵ Referente a 77 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.





			LAMEA8 - Instrumento Particular de Escritura da Décima Oitava Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos		R\$ 717.331,58 ⁵⁶	R\$ 719.374,52	
BTG Pactual Absoluto LS B Prev FIFE Fundo de Investimento Multimercado Crédito Privado	Americanas S.A.	Não há	LAMEA7 - Instrumento Particular de Escritura da Décima Sétima Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos	III	R\$ 10.829,30 ⁵⁷	R\$ 10.862,67	R\$ 93.076,90
			LAMEA8 - Instrumento Particular de Escritura da Décima Oitava Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos		R\$ 81.980,75 ⁵⁸	R\$ 82.214,23	
BTG Pactual Absoluto LS Master Fundo de Investimento em Ações	Americanas S.A.	Não há	LAMEA7 - Instrumento Particular de Escritura da Décima Sétima Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos	III	R\$ 1.830.151,20 ⁵⁹	R\$ 1.835.791,31	R\$ 3.408.138,48

⁵⁶ Referente a 70 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.
⁵⁷ Referente a 01 debênture. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.
⁵⁸ Referente a 08 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.
⁵⁹ Referente a 169 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.





			LAMEA8 - Instrumento Particular de Escritura da Décima Oitava Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos		R\$ 1.567.881,88 ⁶⁰	R\$ 1.572.347,17	
Oliveira Trust Distribuidora de Títulos e Valores Imobiliários S.A.	Americanas S.A.	Não há	Instrumento Particular de Escritura da Décima Sétima Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos da Americanas S.A.	III	R\$ 2.165.859.414,00	R\$ 1.614.959.788,18 ⁶¹	R\$ 1.614.959.788,18
JP MORGAN CHASE BANK	Americanas S.A.	Não há	Instrumento de Cessão Fiduciária de Direitos Creditórios; Contrato Global de Derivativos; Confirmação da Operação de SWAP Derivativo Local 1; Confirmação da Operação de SWAP Derivativo Local 2; Contrato Global ISDA (ISDA Master Agreement); Contrato de Garantia do Derivativo Estrangeiro (Colateral Agreement); Carta de Fiança e o Contrato de Câmbio para o recebimento da transferência do valor da garantia (JPMorgan S.A. e JPMorgan Chase).	III	US\$ 70.062.011,48	US\$ 55.229.115,30 ⁶²	US\$ 55.229.115,30

⁶⁰ Referente a 153 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.

⁶¹ Referente a 145.618 debêntures. Valor excluindo os credores individualizados por meio da relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.

⁶² Referente a transação sujeita à homologação judicial no âmbito do incidente nº 0885597-90.2023.8.19.0001.





BANK OF AMERICA N.A.	Americanas S.A.	Não há	Operação de derivativos offshore	III	US\$ 61.966.935,20	US\$ 70.800.756,28 ⁶³	US\$ 70.800.756,28
GOLDMAN SACHS INTERNATIONAL	Americanas S.A.	B2W e JSM	Contratos Globais de Derivativos e seu respectivos Apêndices firmados em 29/9/2020 e 18/11/2020; 2002 Master Agreement celebrado em 29/9/2020 entre JSM e GSI (conforme aditado); 2002 Master Agreement celebrado em 18/11/2020 entre B2W e GSI e respectivos instrumentos de garantias fiduciárias.	III	US\$ 207.270.222,20	US\$ 217.173.158,15 ⁶⁴	US\$ 217.173.158,15
Banco da Amazonia S.A.	Americanas S.A.	Não há	CCB nº 128-22/0007-8	III	R\$ 103.114.708,21	R\$ 103.114.708,21	R\$ 103.114.708,21
Caixa Econômica Federal	Americanas S.A.; e Hortigril Hortifruti S.A.	Americanas S.A.	CCB nº 19.4497.767.0000020-08; e CCB nº 19.4497.767.0000021-99	III	R\$ 501.571.438,04	R\$ 503.053.240,78	R\$ 503.053.240,78
Banco do Brasil S.A. – Créditos em Real	Americanas S.A.; e ST Importações	Não há	Convênio para Antecipação de Recebíveis a Fornecedores nº 307001345; Capital de Giro - CCB nº 318000260; Capital de Giro - CCB nº 330900990; Comissão Flat cobrada no teto de Conta Garantida (RCF) nº 318000263; Tarifas de Conta Corrente nº 15301; Cartão Corporativo – Contratos nº 109346717, 109346750, 109346774, 143012185, 143012286, 143012322 143012387,	III	R\$ 1.535.777.728,53	R\$ 1.543.969.961,08	R\$ 1.543.969.961,08

⁶³ Referente a transação sujeita à homologação judicial no âmbito do incidente nº 0803087-20.2023.8.19.0001.

⁶⁴ Referente a transação homologada no âmbito do incidente nº 0885671-47.2023.8.19.0001.





			157308375 e 157308379; Alelo Benefícios – Contrato nº 153436; Tarifa de Conta Corrente nº 12296; Capital de Giro - CCB nº 307001274; Capital de Giro - CCB nº 318000251; e Instrumento Particular de Escritura da 5ª Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos				
Banco do Brasil S.A. – Créditos em Dólar	JSM GLOBAL S.À.R.L.	Não há	BOND	III	US\$ 4,044,413.33	USD 4,047,500.00	USD 4,047,500.00
IJC CRÉDITO PRIVADO MULTIMERCADO FUNDO DE INVESTIMENTO (atual denominação de ITAÚ SOLUÇÃO ENDOWMENT II CP MM FI)	Americanas S.A.	Não há	CCB nº 10315649 e CCB nº 103108166	III	R\$ 2.054.634,89	R\$ 2.060.591,00	R\$ 2.060.591,00
RT ENDOWMENT II MULTIMERCADO CRÉDITO PRIVADO FI	Americanas S.A.	Não há	CCB nº 103156491, CCB nº 103108167, CCB nº 103192159 e CCB nº 103196479	III	R\$ 4.061.233,64	R\$ 4.073.178,86	R\$ 4.073.178,86
FI SANTIAGO MULTIMERCADO CREDITO PRIVADO	Americanas S.A.	Não há	CCB nº 103156492, CCB nº 103156493 e CCB nº 103108169	III	R\$ 3.073.923,38	R\$ 3.082.834,27	R\$ 3.082.834,27

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ITAÚ RENDA FIXA CRÉDITO PRIVADO DIFERENCIADO II FI	Americanas S.A.	Não há	CCB nº 103156494, CCB nº 103156495, CCB nº 103156496, CCB nº 103156497, CCB nº 103156498, CCB nº 1031567315, CCB nº 10310816, CCB nº 103108161, CCB nº 1031081811, CCB nº 103.19.215, CCB nº 103.19.647, CCB nº 103108162, CCB nº 103108163, CCB nº 103108164, CCB nº 103192151 e CCB nº 1031964514	III	R\$ 43.848.670,91	R\$ 43.976.637,09	R\$ 43.976.637,09
ITAÚ IPCA ACTION RF LP FI	Americanas S.A.	Não há	CCB nº 103156499, CCB nº 103108165, CCB nº 103192152 e CCB nº 103196472	III	R\$ 4.061.233,64	R\$ 4.073.178,86	R\$ 4.073.178,86
RT DRAGON MULT CRED PRIV FI	Americanas S.A.	Não há	CCB nº 103156731, CCB nº 1031081836, CCB nº 103192155, CCB nº 103196475, CCB nº 103.192.14.36, CCB nº 103.192.14.37, CCB nº 103.196.45.36 e CCB nº 103.196.45.37	III	R\$ 62.684.922,77	R\$ 62.870.255,05	R\$ 62.870.255,05
RT RELIANT MULTIMERCADO CRÉDITO PRIVADO FI	Americanas S.A.	Não há	CCB nº 103156732, CCB nº 1031081837, CCB nº 1031921438, CCB nº 1031921439, CCB nº 103192156, CCB nº 103196476, CCB nº 103.196.45.38, CCB nº 103.196.45.39 e Instrumento Particular de Escritura da Décima Quarta Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos ⁶⁵	III	R\$ 62.684.922,77	R\$ 73.149.092,87	R\$ 73.149.092,87

⁶⁵ Referente a 1.000 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.





ANTARCTICA FUNDO DE INVESTIMENTO MM CRÉD PRIV	Americanas S.A.	Não há	CCB nº 103156733, CCB nº 1031081838, CCB nº 103192157, CCB nº 103192158, CCB nº 103196477 e CCB nº 103196478	III	R\$ 24.559.546,38	R\$ 24.631.085,68	R\$ 24.631.085,68
ITAÚ WEALTH MASTER RENDA FIXA REFERENCIADO DI FI	Americanas S.A.	Não há	CCB nº 103156734, CCB nº 103156735, CCB nº 103156736, CCB nº 103156737, CCB nº 103156738, CCB nº 103156739, CCB nº 1031567310, CCB nº 1031567311, CCB nº 1031567312, CCB nº 10310818, CCB nº 1031921410, CCB nº 1031921411, CCB nº 1031921412, CCB nº 1031921413, CCB nº 1031964415, CCB nº 1031964513, CCB nº 103108181, CCB nº 103108182, CCB nº 103108183, CCB nº 103108184, CCB nº 103108185, CCB nº 103108186, CCB nº 103108187, CCB nº 103108188, CCB nº 103.192.13.15, CCB nº 103.192.13.16, CCB nº 103.196.44.16, CCB nº 103.196.45.10, CCB nº 103.196.45.11, CCB nº 103.196.45.12, CCB nº 10225923, CCB nº 10225920, CCB nº 10225921, CCB nº 10225919	III	R\$ 428.900.851,39	R\$ 430.158.119,76	R\$ 430.158.119,76
ITAÚ WEALTH IQ MASTER RF REFERENCIADO DI FI	Americanas S.A.	Não há	CCB nº 1031567313, CCB nº 1031567314, CCB nº 1031081810, CCB nº 103108189, CCB nº 103.192.14.14, CCB nº 10225924	III	R\$ 72.004.915,74	R\$ 72.214.844,47	R\$ 72.214.844,47
ITAÚ RF CRÉDITO PRIVADO DIFERENCIADO FI	Americanas S.A.	Não há	CCB nº 1031567316, CCB nº 1031567317, CCB nº 1031567318, CCB nº 1031567319, CCB nº 1031567320, CCB nº 1031567321, CCB	III	R\$ 286.248.849,91	R\$ 299.925.584,09	R\$ 299.925.584,09





			nº 1031567322, CCB nº 1031567323, CCB nº 1031567324, CCB nº 1031081812, CCB nº 1031081813, CCB nº 1031081814, CCB nº 1031081815, CCB nº 1031081816, CCB nº 1031081817, CCB nº 1031081818, CCB nº 1031081819, CCB nº 1031081820, CCB nº 1031964515, CCB nº 1031964516, CCB nº 103196471, CCB nº 103.192.14.15, CCB nº 103.192.14.16, CCB nº 103.192.14.17, CCB nº 103.192.14.18, CCB nº 103.192.14.19, CCB nº 103.196.45.17, CCB nº 103.196.45.18, CCB nº 103.196.45.19, Instrumento Particular de Escritura da Décima Quarta Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos ⁶⁶				
ITAÚ RENDA FIXA CP DIFERENCIADO IQ	Americanas S.A.	Não há	CCB nº 1031567325, CCB nº 1031567326, CCB nº 1031081821, CCB nº 1031081822, CCB nº 103.192.14.20, CCB nº 10225922 e Instrumento Particular de Escritura da Décima Quarta Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos ⁶⁷	III	R\$ 72.004.915,74	R\$ 73.931.410,39	R\$ 73.931.410,39

⁶⁶ Referente a 1.249 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.

⁶⁷ Referente a 167 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.





TOP RENDA FIXA MIX CRÉDITO PRIVADO LONGO PRAZO FI	Americanas S.A.	Não há	CCB nº 1031081823, CCB nº 1031081824, CCB nº 1031567327, CCB nº 1031567328, CCB nº 103192153, CCB nº 103196473, CCB nº 103.192.14.21, CCB nº 103.196.45.20, Instrumento Particular de Escritura da Décima Quinta Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos ⁶⁸ ;	III	R\$ 63.165.284,07	R\$ 74.586.555,99	R\$ 74.586.555,99
ITAÚ RF CRÉDITO PRIVADO MASTER ACTIVE FIX FI	Americanas S.A.	Não há	CCB nº 1031567329, CCB nº 1031567330, CCB nº 1031567331, CCB nº 1031567332, CCB nº 1031567333, CCB nº 1031567334, CCB nº 1031567335, CCB nº 1031567336, CCB nº 1031567337, CCB nº 1031567338, CCB nº 1031081825, CCB nº 1031081826, CCB nº 1031081827, CCB nº 1031081828, CCB nº 1031081829, CCB nº 1031081830, CCB nº 1031081831, CCB nº 1031081832, CCB nº 1031081833, CCB nº 1031081834, CCB nº 1031081835, CCB nº 1031921422, CCB nº 1031921423, CCB nº 1031921424, CCB nº 1031921425, CCB nº 103.192.14.26, CCB nº 103.192.14.27, CCB nº 103.192.14.28, CCB nº 103.196.45.21, CCB nº 103.196.45.22, CCB nº 103.196.45.23, CCB nº 103.196.45.24, CCB nº 103.196.45.25, CCB nº 103.196.45.26, CCB	III	R\$ 387.574.794,75	R\$ 388.710.440,18	R\$ 388.710.440,18

⁶⁸ Referente a 1.100 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.





			nº 103.196.45.27, CCB nº 10225917, CCB nº 10225918				
HIGH YIELD MASTER CP MM FI	Americanas S.A.	Não há	CCB nº 1031567339, CCB nº 103.192.14.29, CCB nº 103.196.45.28, CCB nº 103.196.45.29	III	R\$ 40.276.594,82	R\$ 40.395.640,71	R\$ 40.395.640,71
RT ENDURANCE MCPFI	Americanas S.A.	Não há	CCB nº 103.196.45.30, CCB nº 103.196.45.31, CCB nº 103.196.45.32, CCB nº 103.196.45.33, CCB nº 103.196.45.34, CCB nº 103.196.45.35, CCB nº 10315673, CCB nº 10315672, CCB nº 1031081915, CCB nº 1031081916, CCB nº 103192154, CCB nº 103196474, CCB nº 103.192.14.30, CCB nº 103.192.14.31, CCB nº 103.192.14.32, CCB nº 103.192.14.33, CCB nº 103.192.14.34, CCB nº 103.192.14.35, CCB nº 103156721 e Instrumento Particular de Escritura da Décima Quarta Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos ⁶⁹	III	R\$ 214.780.804,58	R\$ 235.971.607,76	R\$ 235.971.607,76
SPECIAL RF REFERENCIADO DI FI	Americanas S.A.	Não há	CCB nº 103156723, CCB nº 103156724, CCB nº 103156725, CCB nº 103156726, CCB nº 103156727, CCB nº 103156728, CCB nº 103156729, CCB nº 1031567210, CCB nº 1031567211, CCB nº 1031567212, CCB nº 1031567213, CCB nº 1031567214, CCB	III	R\$ 1.429.247.435,10	R\$ 1.433.463.269,14	R\$ 1.433.463.269,14

⁶⁹ Referente a 2.000 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.





			nº 1031567215, CCB nº 1031567216, CCB			
			nº 10310819, CCB nº 103108194, CCB			
			nº 103108195, CCB nº 103108196, CCB			
			nº 103108197, CCB nº 103108198, CCB			
			nº 103108199, CCB nº 1031081910, CCB			
			nº 1031081911, CCB nº 1031081912, CCB			
			nº 1031081913, CCB nº 1031081914, CCB			
			nº 1031964410, CCB nº 1031964411, CCB			
			nº 1031964412, CCB nº 1031964413, CCB			
			nº 1031964414, CCB nº 103.19.213, CCB			
			nº 103.19.214, CCB nº 103.19.644, CCB			
			nº 103.19.645, CCB nº 103108191, CCB			
			nº 103108192, CCB nº 103108193, CCB			
			nº 103192131, CCB nº 103192132, CCB			
			nº 103192133, CCB nº 103192134, CCB			
			nº 103192135, CCB nº 103192136, CCB			
			nº 103192137, CCB nº 103192138, CCB			
			nº 103192139, CCB nº 103192141, CCB			
			nº 103192142, CCB nº 103192143, CCB			
			nº 103192144, CCB nº 103192145, CCB			
			nº 103192146, CCB nº 103192147, CCB			
			nº 103192148, CCB nº 103192149, CCB			
			nº 103196441, CCB nº 103196442, CCB			
			nº 103196443, CCB nº 103196444, CCB			
			nº 103196445, CCB nº 103196446, CCB			
			nº 103196447, CCB nº 103196448, CCB			
			nº 103196449, CCB nº 103196451, CCB			
			nº 103196452, CCB nº 103196453, CCB			

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			nº 103196454, CCB nº 103196455, CCB nº 103196456, CCB nº 103196457, CCB nº 103196458, CCB nº 103196459, CCB nº 103.192.13.10, CCB nº 103.192.13.11, CCB nº 103.192.13.12, CCB nº 103.192.13.14, CCB nº 103.192.13.13, #N/D, #N/D, #N/D, CCB nº 103156722				
RT ENDOWMENT MULTIMERCADO CRÉDITO PRIVADO FI	Americanas S.A.	Não há	CCB nº 1031081839	III	R\$ 10.353.463,94	R\$ 10.383.477,23	R\$ 10.383.477,23
ELIEZER MAX FI MM CP IE	Americanas S.A.	Não há	CCB nº 103108168	III	R\$ 1.035.346,39	R\$ 1.038.347,72	R\$ 1.038.347,72
ITAÚ FLEXPREV HIGH YIELD RF CP	Americanas S.A.	Não há	Instrumento Particular de Escritura da Décima Quarta Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos	III	R\$ 14.632.379,22 ⁷⁰	R\$ 14.678.180,40	R\$ 15.076.557,23
			Instrumento Particular de Escritura da Décima Quinta Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos		R\$ 390.000,00 ⁷¹	R\$ 398.376,83	

⁷⁰ Referente a 1.428 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.
⁷¹ Referente a 39 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.





ITAÚ FLEXPREV CP ACTIVE FIX RF FI	Americanas S.A.	Não há	Instrumento Particular de Escritura da Décima Quinta Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos	III	R\$ 4.877.617,07 ⁷²	R\$ 4.892.884,66	R\$ 25.450.560,30
			Instrumento Particular de Escritura da Décima Quarta Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos		R\$ 20.000.000,00 ⁷³	R\$ 20.557.675,64	
COMPANHIA ITAÚ DE CAPITALIZAÇÃO – CIA ITAUCAP	Americanas S.A.	Não há	Instrumento Particular de Escritura da Décima Quarta Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos	III	R\$ 30.740.292,48 ⁷⁴	R\$ 30.836.513,53	R\$ 30.836.513,53
ITAÚ INST RF ACTIVE FIX CRÉDITO PRIVADO MASTER FI	Americanas S.A.	Não há	Instrumento Particular de Escritura da Décima Quarta Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos	III	R\$ 8.576.541,60 ⁷⁵	R\$ 8.603.387,25	R\$ 8.603.387,25

⁷² Referente a 479 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.

⁷³ Referente a 2.000 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.

⁷⁴ Referente a 3.000 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.

⁷⁵ Referente a 837 debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.



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Moeda Latinoamerica Deuda Local Fondo de Inversion	Americanas S.A.	Não há	Instrumento Particular de Escritura da Décima Quinta Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos da Americanas S.A.; e Instrumento Particular de Escritura da Décima Sexta Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, em Série Única, para Distribuição Pública, com Esforços Restritos da Americanas S.A.	III	R\$ 17.525.126,30 ⁷⁶	R\$ 17.572.492,16	R\$ 17.572.492,16
					Total em Reais	R\$ 26.028.701.796,54	R\$ 24.292.219.171,16
					Total em Dólar	US\$ 475,542,864.55	US\$ 479,810,135.75

⁷⁶ Referente a 14.262 Debêntures. Valor conforme relação apresentada pela Administração Judicial ao ID nº 91827685 da recuperação judicial.





Anexo 1.1.146

Termo de Compromisso de Não Litigar, Quitação e Renúncia

[NOME], uma entidade existente sob as Leis de [Estado/País], com sede em [ENDEREÇO], [CPF/CNPJ/Registro] nº [•], neste ato, [por si / por meio de seu representante legal, Sr(a). [•], inscrito(a) no CPF/MF nº [•]], na forma do seu estatuto social, [em nome próprio e de suas Afiliadas, sucessores, cessionários, agentes, prepostos, consultores, assessores e representantes], de acordo com os anexos documentos de representação (**Anexo I**) ("Parte Isenta Aderente" ou, simplesmente, "Parte Isenta"), faz referência ao Plano de Recuperação Judicial do Grupo Americanas (ID [--]), [aprovado em Assembleia Geral de Credores realizada em [-].[-].2023 e homologado pelo Juízo da Recuperação, conforme Decisão de Homologação do Plano proferida na Recuperação Judicial, nos termos da LRF (ID [--]) ("Plano" ou "PRJ"). Os termos iniciados com letras maiúsculas sem a respectiva definição neste Termo de Compromisso de Não Litigar, Quitação e Renúncia terão os mesmos significados previstos no Plano.

1. A Parte Isenta Aderente, acima qualificada, na qualidade de [Acionista de Referência / Acionistas dos ARs / Administrador Isento], por meio deste Termo de Compromisso de Não Litigar, Quitação e Renúncia, (i) manifesta e ratifica para os devidos fins e efeitos de direito sua adesão ao Compromisso de Não Litigar, Quitação e Renúncia, nos termos da **Cláusula 11.3 e subitens** do Plano; bem como (ii) se obriga a fazer (ou se abster de fazer, conforme o caso), de forma irrevogável e irretratável, observadas as Exclusões do Compromisso de Não Litigar da **Cláusula 11.3.3** do Plano, bem como preservados os direitos referidos na **Cláusulas 11.3.4 e 11.3.4.1** do Plano, os seguintes atos:

(a) Em até 5 (cinco) Dias Úteis contados da assinatura deste Termo de Compromisso de Não Litigar, Quitação e Renúncia, requerer a suspensão ou fazer com que seja requerida a suspensão de todas as Demandas em curso contra as demais Partes Isentas até a ocorrência de cada Evento de Quitação aplicável a cada Parte Isenta ("Pedido de Suspensão de Demandas"), nos termos da **Cláusula 11.3** do Plano, ou até a Resolução do Plano, nos termos da **Cláusula 9** do Plano ("Período de Suspensão de Demandas");

(b) se abster de iniciar novas Demandas contra qualquer Parte Isenta em qualquer caso, desde a assinatura deste Termo de Compromisso de Não Litigar, Quitação e Renúncia ou até o encerramento do Período de Suspensão de Demandas ou a Resolução do Plano, nos termos da **Cláusula 9** do Plano, o que ocorrer primeiro; e





(c) em até 5 (cinco) dias contados da verificação da ocorrência de cada Evento de Quitação aplicável a cada Parte Isenta nos termos da **Cláusula 11.3.5** do Plano, **(i) requerer a extinção**, por meio de manifestação individual ou conjunta com as demais Partes Isentas envolvidas nas Demandas, ou fazer com que seja requerida a extinção, das Demandas existentes em que figure como parte autora ou requerente da Demanda, com resolução do mérito, sem ônus para qualquer parte e com renúncia irrevogável ao prazo de recurso, nos termos do art. 487, III, “b” do Código de Processo Civil] (“Pedido de Extinção de Demandas”); e **(ii)** por meio de manifestação em igual prazo sucessivo, anuir expressamente com todos os Pedidos de Extinção de Demandas promovidas por Partes Isentas em que figure como Parte Ré na Demanda, em ambos os casos em cumprimento ao seu Compromisso de Não Litigar, Quitação e Renúncia e desde que as demais Partes Isentas estejam adimplentes com suas respectivas obrigações no Plano;

(d) arcar com o pagamento **(d.1)** das custas judiciais ou administrativas decorrentes ou porventura necessárias para promover a suspensão ou a extinção das Demandas, nos termos dos Pedidos de Suspensão de Demandas ou dos Pedidos de Extinção de Demandas, respectivamente, inclusive em sede de habilitações e impugnações de crédito, conforme venha a ser determinado pelo Juízo competente; **(d.2)** integral e unicamente de honorários contratuais e/ou de sucumbência devidos ou fixados em favor do(s) respectivo(s) advogado(s) constituído(s) pela Parte Isenta para o patrocínio da Demanda, inclusive em sede de habilitações e impugnações de crédito, nos termos da **Cláusula 11.3.7** do Plano;

(e) nos casos de extinção das Demandas Existentes, a qualquer título, seja em decorrência dos pedidos de suspensão ou dos pedidos de extinção, inclusive em sede de habilitações e impugnações de crédito, enviar os melhores esforços para obter de seus respectivos advogados a renúncia ao direito a honorários de sucumbência e, em qualquer caso, sem prejuízo ao disposto no item (d) acima e **Cláusula 11.3.7. do Plano**, manter reciprocamente indene e reembolsar a outra Parte Isenta, conforme aplicável, pelos valores eventualmente cobrados e efetivamente desembolsados em relação aos itens **(d.1.)** e **(d.2.)** acima, no prazo de até 5 (cinco) dias do recebimento da notificação encaminhada à respectiva Parte Isenta informando sobre a cobrança e desembolso ou na data em que a cobrança se tornar devida, o que ocorrer primeiro, acrescidos dos encargos legais.





2. A Parte Isenta Aderente, acima qualificada, declara, ainda, que (a) quaisquer custas judiciais ou administrativas e despesas já incorridas por qualquer Parte Isenta serão de responsabilidade da respectiva Parte Isenta e não serão reembolsadas pelas demais Partes Isentas, independentemente do que determinar o Juízo competente; e (b) os valores relativos aos honorários periciais serão sempre de responsabilidade da Parte Isenta requerente ou autora da Demanda e não serão reembolsadas pelas demais Partes Isentas.

3. A Parte Isenta Aderente, em nome próprio e de suas Afiliadas, sucessores, cessionários, agentes, prepostos, consultores, assessores e representantes, a qualquer título, direta, imediata e automaticamente, *ipso facto*, sem necessidade de prática de qualquer ato adicional, a partir da verificação da ocorrência dos Eventos de Quitação previstos na **Cláusula 11.3.5** do Plano, renuncia e outorga quitação plena, ampla, integral, absoluta, incondicional, irrevogável e irretratável, em favor das demais Partes Isentas, conforme o caso, com relação aos seus respectivos Créditos e Demandas, bem como a quaisquer pretensões, interesses, obrigações, direitos, ações, indenizações, causas de pedir, recursos e responsabilidades de qualquer natureza, sejam eles conhecidos ou desconhecidos, liquidados ou não liquidados, materializados ou contingentes, vencidos ou vincendos, oriundos de qualquer instrumento e/ou qualquer legislação aplicável no Brasil e/ou em qualquer outra jurisdição (incluindo a legislação do mercado de valores mobiliários – *securities law*), decorrentes, direta ou indiretamente, dos atos, fatos e circunstâncias divulgados nos Fatos Relevantes, assim como dos respectivos Créditos e das emissões de títulos pelas Recuperandas no mercado financeiro e de capitais no Brasil ou exterior (“Quitações e Renúncias”).

3.1. As Quitações e Renúncias previstas na **Cláusula 11.3.5** e subitens do Plano e no item 3 deste Termo de Compromisso de Não Litigar, Quitação e Renúncia ficam condicionadas (i) à verificação da ocorrência dos Eventos de Quitação previstos na **Cláusula 11.3.5** do Plano; e, quando aplicável, (ii) à adesão e assinatura pela outra Parte Isenta beneficiária das Quitações e Renúncias do respectivo Termo de Compromisso de Não Litigar, Quitação e Renúncia, nos termos da **Cláusula 11.3.1** do Plano.

4. A Parte Isenta Aderente declara (i) ter recebido cópia do Plano, seus anexos e de todos os documentos que o acompanham; (ii) ter ciência e concordar irrestritamente com todas as cláusulas e condições previstas no Plano, seus anexos e demais documentos que o acompanham; e (iii) que este Termo de Compromisso de Não Litigar, Quitação e Renúncia foi assinado por subscritor(es) devidamente autorizado(s) e com poderes para tanto, conforme documentação de representação constantes do **Anexo I**.





5. Este Termo de Compromisso de Não Litigar, Quitação e Renúncia é firmado em caráter irrevogável e irretratável, sujeito aos termos e condições aqui estabelecidos, observado que será automaticamente resolvido e deixará de produzir qualquer efeito entre e em benefício das Partes Isentas, se e quando verificada a Resolução do Plano, nos termos da **Cláusula 9 do Plano**.

[INSERIR LOCAL E DATA]

[NOME DA PARTE ISENTA ADERENTE // NOME DO REPRESENTANTE
LEGAL]

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Anexo 4.1.4

Lista dos Ativos Relevantes do Grupo Americanas

(i) Participações Societárias

• **Controladas Diretas**

Razão Social	CNPJ ou Similar	País Sede	Endereço	Participação Acionária
Uni.Co S.A.	15.825.887/0001-24	Brasil	Avenida Doutor Cardoso de Melo, nº 1.855, conjuntos 11, 12, 21 e 22, 1º e 2º andares, Vila Olímpia, cidade de São Paulo, Estado de São Paulo, CEP 04548-903	70% da Americanas S.A. – Em Recuperação Judicial ⁷⁷
Submarino Finance Promotora de Crédito LTDA.	07.897.468/0001-70	Brasil	Rua Henry Ford, 643, (parte), CEP. 06210-108, cidade de Osasco, Estado de São Paulo	100% da Americanas S.A. – Em Recuperação Judicial
ST Importações Ltda. – Em Recuperação Judicial	02.867.220/0001-42	Brasil	Rodovia SC-281, nº 2.951, Galpões 01 e 02, Picadas do Sul, São José/SC – CEP: 88.106-115	100% da Americanas S.A. – Em Recuperação Judicial

⁷⁷ A aquisição do restante das ações (30%) poderá ocorrer em até 3 anos contados da aquisição (i.e., julho de 2021), através de um acordo de opções simétricas, que conferiu a Companhia uma opção de compra e aos acionistas vendedores do Grupo Uni.co uma opção de venda. Para mais informações, vide a descrição da UPI Uni.Co constante do **Anexo 7.2.1(ii)**.





QSM Distribuidora e Logística Ltda.	08.060.852/0001-86	Brasil	Rua Campolino Alves, nº 300, sala 207, Edifício Contibente Office Prime, Capoeira, Florianópolis/SC, CEP 88.085-110	100% da Americanas S.A. – Em Recuperação Judicial
BIT Services Inovação e Tecnologia LTDA	03.789.968/0001-37	Brasil	Rua Sacadura Cabral, nº 126, parte, Saúde, CEP 20.081-262, na Cidade e Estado do Rio de Janeiro	100% da Americanas S.A. – Em Recuperação Judicial
Digital Finance Promotora Ltda.	19.179.007/0001-40	Brasil	Rua Sacadura Cabral, nº 102, Saúde, Cidade do Rio de Janeiro, Estado do Rio de Janeiro, CEP 20081-902	99% da Americanas S.A. – Em Recuperação Judicial
Mesa Express Serviço de Informação na Internet S.A.	08.778.355/0001-18	Brasil	Rua Sacadura Cabral, nº 102, Saúde, Cidade do Rio de Janeiro, Estado do Rio de Janeiro, CEP 20081-902	100% da Americanas S.A. – Em Recuperação Judicial
Click - Rodo Entregas Ltda.	15.121.491/0009-53	Brasil	Avenida Henry Ford, nº 643, Galpão B, Presidente Altino, Cidade de Osasco, Estado de São Paulo, CEP 06210-108	100% da Americanas S.A. – Em Recuperação Judicial
Supernow Portal e Serviços de Internet Ltda.	23.559.907/0001-90	Brasil	Rua Fidencio Ramos, nº 302, 1º andar, torre B, Vila Olímpia, Cidade de São Paulo, Estado de São Paulo, CEP 04551-010.	100% da Americanas S.A. – Em Recuperação Judicial
B2W Rental S.A.	09.114.718/0001-83	Brasil	Rua Sacadura Cabral, nº 102, Saúde, Cidade do Rio de Janeiro, Estado do Rio de Janeiro, CEP 20081-902	100% da Americanas S.A. – Em Recuperação Judicial





B2W DIGITAL LUX S. à r. l. – Em Recuperação Judicial	39.850.361/0001-62	Luxemburgo	16, rue Eugène Ruppert L-2453 Luxembourg	100% da Americanas S.A. – Em Recuperação Judicial
Ame Pay Cayman Ltd.	35.153.652/0001-40	Ilhas Cayman	89 Nexus Way, Camana Bay, Grand Cayman KYI-9009, Cayman Islands	100% da Americanas S.A. – Em Recuperação Judicial
Ame Holding LTDA	40.208.827/0001-00	Brasil	Rua Fidencio Ramos, nº 302, 1º andar, torre B, Vila Olímpia, Cidade de São Paulo, Estado de São Paulo, CEP 04551-010.	99% da Americanas S.A. – Em Recuperação Judicial
BWU Comércio e Entretenimento S.A.	00.019.388/0001-72	Brasil	Rua Sacadura Cabral, nº 102, parte, Saúde, Cidade do Rio de Janeiro, Estado do Rio de Janeiro, CEP 20081- 902.	100% da Americanas S.A. – Em Recuperação Judicial
Freijó Administração e Participações Ltda.	08.596.150/0001-11	Brasil	Rua Sacadura Cabral, nº 102, parte, Centro, Cidade do Rio de Janeiro, Estado do Rio de Janeiro, CEP 20081- 902.	99,8% da Americanas S.A. – Em Recuperação Judicial
Louise Holdings Limited	n/a	Bahamas	Saffrey Square, Suite 205, Bank Lane, P.O. Box 8188, Nassau, Bahamas	100% da Americanas S.A. – Em Recuperação Judicial
JSM Global S. à r. l. – Em Recuperação Judicial	39.332.623/0001-05	Luxemburgo	16 rue Eugène Ruppert, L- 2453 Luxembourg,	100% da Americanas S.A. – Em Recuperação Judicial





Skoob Books 3D Serviços de Internet Ltda.	17.967.011/0001-48	Brasil	Rua Nelson Tarquinio, nº 150, sala 206, Recreio dos Bandeirantes, Cidade do Rio de Janeiro, Estado do Rio de Janeiro, CEP 22790-385.	100% da Americanas S.A. – Em Recuperação Judicial
Skoob Comércio Varejista de Livros e Papelaria Ltda.	29.362.090/0001-42	Brasil	Rua Nelson Tarquinio, nº 150, sala 204, Recreio dos Bandeirantes, Cidade do Rio de Janeiro, Estado do Rio de Janeiro, CEP 22790-385.	100% da Americanas S.A. – Em Recuperação Judicial
Americanas Lux S.à.r.l	2021 2473 643	Luxemburgo	16, rue Eugène Ruppert, L-2543 Luxembourg	100% da Americanas S.A. – Em Recuperação Judicial
Klanil Services LTD	n/a	Bahamas	Saffrey Square, Suite 205, Bank Lane, P.O. Box 8188, Nassau, Bahamas	100% da Americanas S.A. – Em Recuperação Judicial
IF Ventures Ltda.	48.962.835/0001-59	Brasil	Rua Sacadura Cabral, nº 102, parte, Saúde, Cidade do Rio de Janeiro, Estado do Rio de Janeiro, CEP 20081- 902.	100% da Americanas S.A. – Em Recuperação Judicial
LASA Inc. Limited	n/a	Bermudas	Clarendon House, 2 Church Street, Hamilton, HM 1 1, Bermuda	100% da Americanas S.A. – Em Recuperação Judicial

• *Controladas Indiretas*

Razão Social	CNPJ ou Similar	País Sede	Endereço	Participação Acionária
AME Digital Brasil Instituição	32.778.350/0001-70	Brasil	Rua Fidencio Ramos, nº 302, 1º andar, torre B, Vila Olímpia, Cidade	96,4% da AME Holding LTDA.





de Pagamento Ltda.			de São Paulo, Estado de São Paulo, CEP 04551-010.	
Ame Pay Delaware Holding LLC	35.153.653/0001-95	Estados Unidos da América	251 Little Falls Drive, Wilmington, New Castle County, Delaware 19808,	100% da AME PAY Cayman Ltd.
Ecolivery Courriers Ltda.	16.890.506/0001-53	Brasil	Rua Henry Ford, nº 643, setor parte, Presidente Altino, Cidade de Osasco, Estado de São Paulo, CEP 06210-103.	100% da Click - Rodo Entregas Ltda. ⁷⁸
Courriers Transportes Ltda.	29.386.039/0001-70	Brasil	Rua Porto Martins, nº 756, Brooklin, Cidade de São Paulo, Estado de São Paulo, CEP 04570-140.	100% da Click - Rodo Entregas Ltda. ²
Eco Logística Ltda.	22.236.386.389/0001-01	Brasil	Rua Oliveira Fausto, nº28, Botafogo, CEP 22.280-090	100% da Click - Rodo Entregas Ltda. ²
BIT Capital S.A.	29.079.725/0001-07	Brasil	Rua Fidencio Ramos, 302, 1º andar, Torre B, parte, CEP 04551-010, Cidade de São Paulo, Estado de São Paulo, CEP 04551-010.	100% da Mesa Express Serviço de Informação na Internet S.A. ²
Cheyney Financial S.A.	n/a	Uruguay	Calle Juncal 1305, Unidad 1604, Montevideo, Uruguay	100% Klanil Services LTD.
Auchal Investments S.A.	n/a	Uruguay	Calle Cesar Cortinas, 2037, Montevideo, Uruguay	100% Cheyney Financial S.A.

⁷⁸ Estrutura de controle reflete a cisão da Ame Digital Brasil Instituição de Pagamentos Ltda, em processo de aprovação perante o Banco Central do Brasil





Americanas Delivery Tecnologia LTDA.	27.815.074/0001-32	Brasil	Avenida Nossa Senhora dos Navegantes, nº 955, sala 504, 505 e 506, Torre A, Enseada do Suá, Vitória - ES, CEP 29050-335	100% da Supernow Portal e Serviços de Internet Ltda.
Nexoos do Brasil Tecnologia e Serviços Ltda.	23.265.773/0001-03	Brasil	Rua Fidencio Ramos, 302, 1º andar, Torre B, parte, CEP 04551-010, Cidade de São Paulo, Estado de São Paulo, CEP 04551-010.	100% da Mesa Express Serviço de Informação na Internet S.A. ²
Nexoos do Brasil Gestão de Ativos Ltda.	27.266.759/0001-77	Brasil	Rua Fidencio Ramos, 302, 1º andar, Torre B, parte, CEP 04551-010, Cidade de São Paulo, Estado de São Paulo, CEP 04551-010.	100% da Nexoos do Brasil Tecnologia e Serviços Ltda.
ST Global Sourcing HK Limited	2917341	Hong Kong	Suite 2111, 21/F., Prudential Tower, The Gateway, Harbour City, 21 Canton Road, Tsimshatsui, Kowloon, Hong Kong	100% da ST Importações LTDA
Uni.co Comércio S.A.	00.399.603/0001-08	Brasil	Avenida Dr. Cardoso de Melo, nº 1855, 1º andar, sala B, conjunto 11 e 12, Edifício Francisco Lopes, Vila Olímpia, Cidade de São Paulo, Estado de São Paulo, CEP 0458-005.	100% da Uni.Co S.A.





Imaginarium Franchising Ltda.	01.232.051/0001-01	Brasil	Avenida Dr. Cardoso de Melo, nº 1855, 1º andar, conjunto 11/2, Vila Olímpia, Cidade de São Paulo, Estado de São Paulo, CEP 04548-903.	100% da Uni.Co S.A.
IMB Têxtil S.A.	58.500.398/0001-05	Brasil	Avenida Dr. Cardoso de Melo, nº 1855, 1º andar, conjunto 11 e 12, Edifício Francisco Lopes, Vila Olímpia, Cidade de São Paulo, Estado de São Paulo, CEP 04548-005.	100% da Uni.Co Comércio S.A.
Mone Gestão de Franquias e Participações Eireli 4	12.142.614/0001-97	Brasil	Avenida Mofarrej, nº 348, conjunto 1.503, 15º andar, sala A, Vila Leopoldina, Cidade de São Paulo, Estado de São Paulo, CEP 05311-000.	100% da IMB Têxtil S.A.
Uni.Co Hong Kong Limited	n/a	Hong Kong	Suites 2111-13, 21-F, Prudential Tower, The Gateway, Harbour City, 21 Canton Road, Tsimshatsui, Kowloon, Hong Kong	100% da Uni.Co Comércio S.A
Uni.co (Shenzhen) Co. Ltd.	n/a	China	Haide St, 3, block C. Nshan – Shenzhen - China	100% da Uni.Co Hong Kong Limited





Parati Crédito, Financiamento e Investimento S.A.	03.311.443/0001-91	Brasil	Avenida Nossa Senhora dos Navegantes, nº 955, sala 504, 505E506, torre A, Enseada do Sua, Cidade de Vitória, Estado do Espírito Santo, CEP 29050-335.	100% da AME Holding S.A.

• *Controladas em conjunto*

Razão Social	CNPJ ou Similar	País Sede	Endereço	Participação Acionária
Vem Conveniência S.A.	42.538.886/0060-21	Brasil	Avenida Jamaris, nº 451, Planalto Paulista, Cidade de São Paulo, Estado de São Paulo, CEP 04078-001.	Americanas S.A. – Em Recuperação Judicial e pela Vibra Energia S.A., ambas com participações de 50%. ⁷⁹

• *Coligadas*

Razão Social	CNPJ ou Similar	País Sede	Endereço	Participação Acionária
Extrafruti S.A. Comércio de Hortifrutigranjeiros	06.175.064/0001-00	Brasil	Avenida Mário Gurgel, nº 5468, loja PP1 01A, 01B, 28B, 29B, Vila Capixaba, Cidade de Cariacica,	10% da Americanas S.A. – Em Recuperação Judicial

⁷⁹ Conforme divulgado no Fato Relevante de 23 de junho de 2023, foi celebrado Termo de Encerramento de Parceria entre a Americanas S.A. – Em Recuperação Judicial e a Vibra Energia S.A. Vide o **Anexo 4.1.6** para mais informações.





			Estado do Espírito Santo, CEP 29145-906.	
Vcognition Technologies, Inc.	n/a	Estados Unidos	215 Fremont St, Ste 1 San Francisco, CA 94105. USA	1,32% da Americanas S.A. – Em Recuperação Judicial

(ii) Marcas registradas e Licenças

Nome	Tipo	Titular	Número do Registro
Americanas	Nominativa	Americanas S.A.	919039693
Submarino	Nominativa	Americanas S.A.	829849742
Shoptime	Nominativa	Americanas S.A.	818747269
Lojas Americanas	Nominativa	Americanas S.A.	919041426
Americanas Express	Nominativa	Americanas S.A.	825386179
Ame Go	Nominativa	Americanas S.A.	918685877
Hortifruti Natural da Terra ⁸⁰	Nominativa	Americanas S.A.	915243482
Ame Digital	Nominativa	Americanas S.A.	914545620
Local Americanas	Nominativa	Americanas S.A.	914651625
Imaginarium	Mista	Uni.Co Comércio S.A.	831107677
MinD	Mista	Uni.Co Comércio S.A.	911142622
Puket ⁸¹	Nominativa	Uni.Co Comércio S.A.	825473381
LoveBrands ⁸²	Nominativa	Uni.Co Comércio S.A.	904451577

⁸⁰ A unidade de negócios da Hortifruti Natural da Terra foi adquirida em 01 de novembro de 2021 e foi incorporada em setembro de 2022.

⁸¹ A marca está no INPI sob a titularidade de MONE GESTÃO DE FRANQUIAS E PARTICIPAÇÕES LTDA

⁸² A marca está no INPI sob a titularidade de IMAGINARIUM FRANCHISING S.A





(iii) Outros ativos

- *Unidades de Negócio da Americanas S.A. – Em Recuperação Judicial*

Unidade de Negócio	Composição
HNT	A Hortigil Hortifruti S.A., IF Capital Ltda., Natural Administradora de Cartões de Crédito S.A., Natural da Terra Comércio Varejista Hortifruti Ltda., Natural da Terra Hortifruti Ltda. e Horti Frutti Corujas Ltda. foram incorporadas pela Americanas S.A. – Em Recuperação Judicial em setembro de 2022. A composição de ativos da HNT está descrita no Anexo 7.2.1.(i) .
LET's	Acervo logístico incorporado da Direct Express Logística Integrada S.A. e da BFF Logística e Distribuição Ltda. pela Americanas S.A. – Em Recuperação Judicial em setembro de 2022
BSeller	Software as a service de backoffice para gestão e operação de e-commerce de terceiros
Hydra	Sistema de Ponto de Venda (PDV) proprietário da Americanas S.A. – Em Recuperação Judicial
Plataforma Digital	Trata-se da cópia do código fonte da Plataforma Digital da Americanas S.A. – Em Recuperação Judicial.
Portal B2B	Trata-se da cópia do código fonte da Plataforma Digital da Americanas S.A. – Em Recuperação Judicial.
Site Blindado	Plataforma para verificação de segurança de sites contra invasões, infecções por malware, roubo de informações e de números de cartões de crédito





Anexo 4.1.6

Reorganizações Societárias

Razão Social	CNPJ ou Similar	Operação Pretendida
Skoob Books 3D Serviços de Internet Ltda.	17.967.011/0001-48	A Americanas S.A. – Em Recuperação Judicial poderá realizar a alienação da sociedade ou, alternativamente, incorporar ou dissolver e liquidar.
Skoob Comércio Varejista de Livros e Papelaria Ltda.	29.362.090/0001-42	A Americanas S.A. – Em Recuperação Judicial poderá realizar a alienação da sociedade ou, alternativamente, incorporar ou dissolver e liquidar.
Americanas Delivery Tecnologia Ltda.	27.815.074/0001-32	A Americanas S.A. – Em Recuperação Judicial, controladora indireta da Americanas Delivery Tecnologia Ltda., poderá promover a alienação, via sua controlada direta Supernow Portal e Serviços de Internet Ltda., de 100% das quotas da sociedade ou, alternativamente, a sociedade será incorporada pela Supernow ou pela Americanas S.A. – Em Recuperação Judicial.
IF Ventures Ltda.	48.962.835/0001-59	A Americanas S.A. – Em Recuperação Judicial poderá incorporar ou dissolver e liquidar a sociedade.
Freijó Administração e Participações Ltda.	08.596.150/0001-11	A Americanas S.A. – Em Recuperação Judicial poderá incorporar ou dissolver e liquidar a sociedade.
B2W Rental S.A.	09.114.718/0001-83	A Americanas S.A. – Em Recuperação Judicial poderá incorporar ou dissolver e liquidar a sociedade.
Mesa Express Serviço de Informação na Internet S.A.	08.778.355/0001-18	A Americanas S.A. – Em Recuperação Judicial poderá incorporar ou dissolver e liquidar a sociedade.



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QSM Distribuidora e Logística Ltda.	08.060.852/0001-86	A Americanas S.A. – Em Recuperação Judicial poderá realizar uma cisão parcial, cujo acervo cindido composto pela participação societária detida na QSM Distribuidora e Logística Ltda. será incorporado por outra Recuperanda, preferencialmente a ST Importações Ltda. – Em Recuperação Judicial.
Digital Finance Promotora Ltda.	19.179.007/0001-40	A Americanas S.A. – Em Recuperação Judicial poderá incorporar ou dissolver e liquidar a sociedade.
Americanas Lux S.à.r.l	2021 2473 643	A Americanas S.A. – Em Recuperação Judicial poderá incorporar ou dissolver e liquidar a sociedade.
LASA Inc.	n/a	A Americanas S.A. – Em Recuperação Judicial poderá incorporar ou dissolver e liquidar a sociedade.
JSM Global S.à.r.l	39.332.623/0001-05	A Americanas S.A. – Em Recuperação Judicial poderá incorporar ou dissolver e liquidar a sociedade.
B2W Digital Lux S.à.r.l	39.850.361/0001-62	A Americanas S.A. – Em Recuperação Judicial poderá incorporar ou dissolver e liquidar a sociedade.
Klanil Services LTD	n/a	A Americanas S.A. – Em Recuperação Judicial poderá promover a alienação de 100% das quotas da sociedade ou, alternativamente, a sociedade poderá ser incorporada ou dissolvida e liquidada.
Louise Holdings Limited	n/a	A Americanas S.A. – Em Recuperação Judicial poderá promover a alienação de 100% das quotas da sociedade ou, alternativamente, a sociedade poderá ser incorporada ou dissolvida e liquidada.

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Cheyney Financial S.A.	n/a	A Americanas S.A. – Em Recuperação Judicial, controladora indireta da Cheyney Financial S.A., poderá promover a alienação, via sua controlada direta Klanil Services LTD, de 100% das quotas da sociedade ou, alternativamente, a sociedade poderá ser incorporada ou dissolvida e liquidada.
Auchal Investments S.A.	n/a	A Americanas S.A. – Em Recuperação Judicial, controladora indireta da Auchal Investments S.A., poderá promover a alienação, via sua controlada direta Klanil Services LTD, de 100% das quotas da sociedade ou, alternativamente, a sociedade poderá ser incorporada ou dissolvida e liquidada.
Vem Conveniência S.A.	42.538.886/0060-21	Nos termos do Termo de Encerramento de Parceria entre a Americanas S.A. – Em Recuperação Judicial (“ <u>Americanas</u> ”) e a Vibra Energia S.A. (“ <u>Vibra</u> ”) em 23 de junho de 2023, será realizada uma cisão parcial desproporcional da Vem (“ <u>Cisão</u> ”), sendo o acervo cindido – composto pelos ativos e passivos relacionados às lojas de pequeno varejo “BR Mania” – incorporado por uma nova sociedade constituída pela Vibra (“ <u>Sociedade BR Mania</u> ”). Como resultado da Cisão, (i) a totalidade das ações de emissão da Vem de titularidade da Vibra serão canceladas; e (ii) a Americanas receberá determinado número de ações de emissão da Sociedade BR Mania que, ato contínuo, serão integralmente adquiridas pela Vibra.



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		Após a conclusão, (i) a Americanas passará a deter integralmente as ações de emissão da Vem, que será a sociedade detentora das lojas de pequeno varejo “Local”; e (ii) a Vibra será titular da totalidade das ações de emissão da Sociedade BR Mania, que será detentora das lojas de pequeno varejo “BR Mania”. A Americanas alterará a razão social da Vem Conveniência S.A. cuja marca passará a ser utilizada exclusivamente pela Sociedade BR Mania. Após realizada a Cisão, a Americanas S.A. – Em Recuperação Judicial poderá incorporar a sociedade.

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Anexo 6.2.2.1

Edital do Leilão Reverso

EDITAL DE LEILÃO PARA ANTECIPAÇÃO DE PAGAMENTO DE CRÉDITOS QUIROGRAFÁRIOS MEDIANTE OFERECIMENTO DE DESCONTO

EDITAL DE LEILÃO PARA ANTECIPAÇÃO DE PAGAMENTO DE CRÉDITOS QUIROGRAFÁRIOS MEDIANTE OFERECIMENTO DE DESCONTO (“Leilão Reverso”) expedido nos autos da recuperação judicial de nº 0803087-20.2023.8.19.0001 (“Recuperação Judicial”) da AMERICANAS S.A. – EM RECUPERAÇÃO JUDICIAL, sociedade anônima de capital aberto, inscrita no CNPJ/MF sob o nº 00.776.574/0006-60, com sede e principal estabelecimento na Rua Sacadura Cabral, nº 102, bairro Saúde, CEP 20081-902 (“Americanas” ou “Companhia”); B2W DIGITAL LUX S.À.R.L – EM RECUPERAÇÃO JUDICIAL, sociedade limitada sediada em Luxemburgo na 14 Rue Edward Steichen, L-2540 (“B2W”); JSM GLOBAL S.À.R.L – EM RECUPERAÇÃO JUDICIAL, sociedade limitada sediada em Luxemburgo na 14 Rue Edward Steichen, L-2540 (“JSM”); e ST IMPORTAÇÕES LTDA – EM RECUPERAÇÃO JUDICIAL, inscrita no CNPJ/MF sob nº 02.867.220/0001-42, com sede na ROD SC 281, nº 2951, Galpão 1 e 2, Picada do Sul, São José, Estado de Santa Catarina (“ST” e, em conjunto com a Americanas, B2W e JSM denominadas “Grupo Americanas” ou “Recuperandas”). Os termos iniciados em letra maiúscula e aqui não definidos de outro modo terão os significados a eles atribuídos no Plano de Recuperação Judicial do Grupo Americanas de ID nº [x], apresentado nos autos da Recuperação Judicial e homologado pelo Juízo da Recuperação Judicial pela r. decisão de ID nº [y] (“Plano de Recuperação Judicial”).

O MM. Juiz de Direito da 4ª Vara Empresarial da Comarca da Capital do Estado do Rio de Janeiro (“Juízo da Recuperação Judicial”), Dr. PAULO ASSED ESTEFAN, na forma da Lei, FAZ SABER que, nos termos previstos na **Cláusula 6.2.2 e subitens** do seu Plano de Recuperação Judicial, o Grupo Americanas realizará o Leilão Reverso no próximo dia [z] de [w] de 2024, nos termos descritos abaixo e observadas as condições estabelecidas neste Edital e no Plano de Recuperação Judicial do Grupo Americanas:

1. Objeto do Leilão Reverso: O Leilão Reverso terá por objeto o pagamento antecipado da totalidade ou de parte dos Créditos Quirografários de titularidade dos Credores Quirografários do Grupo Americanas que desejarem participar do Leilão Reverso nos termos deste Edital e do Plano de Recuperação Judicial do Grupo Americanas e que ofereçam, para tanto, um desconto não inferior a 70% (setenta por cento) sobre o montante do Crédito Quirografário ofertado pelo respectivo Credor





Quirografário no contexto do Leilão Reverso (“Desconto Mínimo”). Para que não restem dúvidas, os Credores Quirografários que desejarem participar do Leilão Reverso poderão optar por participar do Leilão Reverso ofertando a totalidade ou apenas parte de seu Crédito Quirografário, a seu exclusivo critério.

2. Requisitos para Participação no Leilão Reverso. Poderão participar do Leilão Reverso todos os Credores Quirografários que **(i)** tenham aderido e estejam adimplentes com seu Compromisso de Não Litigar, Quitação e Renúncia previsto na **Cláusula 11.3** e subitens do Plano de Recuperação Judicial; **(ii)** cadastrem-se no sítio eletrônico (descrito no item (4) deste Edital), submetam o Formulário de Habilitação (descrito no item (4) deste Edital) e sejam ao fim considerados habilitados pelo I. Administrador Judicial para participação no Leilão Reverso; **(iii)** ofereçam um desconto não inferior ao Desconto Mínimo sobre o valor ofertado de seus Créditos Quirografários para que possam, se vencedores no Leilão Reverso, receber antecipadamente a parte ofertada de seus Créditos Quirografários com o desconto oferecido no contexto do Leilão Reverso; e **(vi)** tenham seus créditos devidamente listados na Relação de Credores ou, quando aplicável, na Relação de Credores – Pagamentos, inclusive sob o nome de seu Agente Fiduciário/*Trustee*/Securitizadora, conforme aplicável. Em caso de divergência entre o Crédito Quirografário do respectivo Credor listado na Relação de Credores – Pagamento e o listado na Relação de Credores, prevalecerá o listado naquela (Relação de Credores – Pagamento), inclusive para fins da participação no Leilão Reverso.

3. Valor do Leilão Reverso: Nos termos da **Cláusula 6.2.2.2** do Plano de Recuperação Judicial, o Grupo Americanas disponibilizará o montante total de **R\$ 2.000.000.000,00** (dois bilhões de Reais), corrigidos pela variação acumulada (desde que positiva) do IPCA entre a data de Aprovação do Plano e a data de realização do Leilão Reverso (“Valor do Leilão Reverso”), para o pagamento de Créditos Quirografários de titularidade dos Credores Quirografários considerados vencedores do Leilão Reverso, nos termos do item (7) abaixo.

4. Manifestação de Interesse para Participação no Leilão Reverso. Os Credores Quirografários que tiverem interesse em participar do Leilão Reverso e cumprirem todos os requisitos previstos no item (2) acima deverão realizar o cadastro mediante preenchimento e envio de formulário de manifestação de interesse e habilitação (“Formulário de Habilitação”), o qual está disponível no endereço eletrônico , até o dia  de  de 2024 (“Credor(es) Habilitante(s)”).

5. Formulário de Habilitação. O Formulário de Habilitação deverá conter as informações e campos necessários para que o Credor Habilitante: (i.a) apresente os documentos que comprovem (x) os poderes do signatário do Formulário de





Habilitação para representação do Credor Habilitante, incluindo cópias dos atos societários necessários e de instrumentos de representação e, quando aplicável, observado o disposto no item (5.1) abaixo, sendo dispensada a apresentação de traduções juramentadas para documentos em língua estrangeira e bastando, para instrução do Formulário de Habilitação, a apresentação das respectivas traduções simples, e (y) no caso dos Credores Financeiros Mercado de Capitais, a comunicação ao respectivo Agente Fiduciário/Trustee/Securitizadora, conforme aplicável, indicando expressamente seu interesse em participar individualmente do leilão reverso e a quantidade exata de títulos (debêntures ou *bonds*) que serão ofertados no âmbito do Leilão Reverso, ou (i.b) aproveite a documentação outrora apresentada ao administrador judicial para fins de participação em AGC ou para fins de individualização de seu Crédito Financeiro Mercado de Capitais, caso aplicável; (ii) inclua seus dados de contato (telefone, e-mail e endereço físico) e dados bancários para pagamento (Banco, agência, conta corrente, PIX, CNPJ/CPF, nome do Favorecido, IBAN (quando aplicável) e Swift/BIC (quando aplicável)), sendo certo que o Credor Financeiro Mercado de Capitais deverá também incluir os dados de contato de seu Agente Fiduciário/Trustee, conforme aplicável, e a conta custódia dentro do sistema de liquidação e negociação dos títulos; (iii) informe o montante total de Créditos Quirografários de sua titularidade e, no caso dos Credores Financeiros Mercado de Capitais, apresente os documentos comprobatórios da titularidade de tais Créditos Quirografários; (iv) declare ter conhecimento e concordar com o Compromisso de Não Litigar, Quitação e Renúncia previsto na **Cláusula 11.3** e subitens do Plano de Recuperação Judicial; (v) indique precisamente o montante (parcial ou total) do seu Crédito Quirografário que será oferecido para participação no Leilão Reverso, sendo certo que, caso o Credor Habilitante seja titular de Créditos Financeiros Mercado de Capitais, o Credor Habilitante deverá indicar uma quantidade inteira de títulos que será oferecida no Leilão Reverso, acompanhada do extrato de custódia expedido pelo custodiante ou entidade registradora dos ativos (ex: B3 e Euroclear), não sendo possível indicar quantidades fracionadas (“Crédito Ofertado”); (vi) indique precisamente o percentual de desconto sobre o Crédito Ofertado para participação no Leilão Reverso, que deverá ser uniforme para integralidade do Crédito Ofertado, desde que não inferior ao Desconto Mínimo (“Deságio Ofertado”).

5.1 Cada Credor Financeiro que seja titular de Créditos Financeiros Mercado de Capitais e que deseje participar no Leilão Reverso, deverá preencher e enviar o Formulário de Habilitação de maneira individual e independente, seja ele fundo de investimento, instituição, ou pessoa física ou jurídica de qualquer natureza, de forma direta ou por meio de um representante, observados os termos dos itens (4) e (5) acima, ainda que seu Crédito tenha sido listado na Relação de Credores sob nome do respectivo





Agente Fiduciário/Trustee/Securitizadora, desde que, conforme aplicável, ele tenha previamente comunicado ao respectivo Agente Fiduciário/Trustee/Securitizadora a intenção de participar no Leilão Reverso. Para fins de clareza, (i) a manifestação de interesse e habilitação para participação no Leilão Reverso vinculará apenas os valores dos Créditos Financeiros Mercado de Capitais de titularidade do respectivo Credor Financeiro; e (ii) os Credores Financeiros Mercado de Capitais poderão participar do Leilão Reverso independentemente de terem individualizado os seus Créditos Financeiros Mercado de Capitais para fins de votação em AGC nos termos do Edital de Desmembramento dos Credores Investidores de Títulos de Dívida de Emissão do Grupo Americanas (ID nº 67799726), desde que observado o procedimento de habilitação previsto neste Edital.

5.2 Restrição de Negociação. Os Credores Financeiros Mercado de Capitais não poderão alienar, ceder, onerar ou de qualquer forma transferir os títulos objeto dos Créditos Ofertados até: (i) caso sejam considerados Credores Vencedores, nos termos do item 7 abaixo, até o pagamento das Propostas Vencedoras; ou (ii) caso não sejam considerados Credores Vencedores, até a divulgação dos Credores Vencedores nos autos da Recuperação Judicial, nos termos do item 7 abaixo, salvo na hipótese de verificação de qualquer Condição Resolutiva prevista na Cláusula 9.1 do Plano durante o referido período de restrição de negociação.

6. Confirmação sobre Habilitação. Após o envio dos Formulários de Habilitação e a conclusão do procedimento de habilitação, o I. Administrador Judicial deverá analisar a conformidade dos Formulários de Habilitação apresentados e a completude dos documentos e informações indicados no item (5) acima. Caso o I. Administrador Judicial considere a documentação enviada pelo Credor Habilitante em seu Formulário de Habilitação incompleta, o I. Administrador Judicial informará o Credor Habilitante respectivo quais são as pendências documentais e concederá prazo de 2 (dois) dias para que o Credor Habilitante possa sanar as pendências informadas pelo I. Administrador Judicial. Caso o Credor Habilitante não sane todas as pendências indicadas pelo I. Administrador Judicial dentro do prazo estipulado, a participação do Credor Habilitante no Leilão Reverso será indeferida, sendo certo que referido indeferimento da participação no Leilão Reverso não afetará o recebimento dos Créditos Quirografários de titularidade do Credor Habilitante nos termos da opção válida e tempestivamente escolhida para pagamento de seus Créditos Quirografários, conforme previsto nas Cláusulas 6.2 e subcláusulas do Plano de Recuperação Judicial. Após o decurso do prazo indicado acima para saneamento de eventuais pendências, o I. Administrador Judicial deverá apresentar uma lista nos autos da Recuperação Judicial até o dia [●] contendo os nomes dos





Credores Habilitantes aptos a participarem do Leilão Reverso (“Credores Habilitados”).

7. **Resultado do Leilão Reverso.** Será(ão) considerado(s) vencedor(es) do Leilão Reverso (“Credor(es) Vencedor(es)”) o(s) Credor(es) Habilitado(s) que apresentar(em) o maior Deságio Ofertado sobre o valor de seu Crédito Ofertado, observado o disposto nas **Cláusulas 6.2.2.6, 6.2.2.7, 6.2.2.8 e 6.2.2.9** do Plano de Recuperação Judicial e os demais requisitos e condições previstos neste Edital (“Proposta(s) Vencedora(s)”). Ao final do Leilão Reverso, o I. Administrador Judicial proclamará a(s) Proposta(s) Vencedora(s) e deverá apresentar, até o dia **10**, nos autos da Recuperação Judicial, uma relação contendo o resultado do Leilão Reverso, contendo a cascata final de pagamentos com base nos termos de cada uma das propostas apresentadas e o valor total dos Créditos Ofertados que serão quitados até o limite do Valor do Leilão Reverso (“Razões de Rateio”). A Companhia deverá informar aos Agentes Fiduciários as Razões de Rateio dos Credores Financeiros Mercado de Capitais que tiverem sido contemplados no Leilão Reverso.

8. **Regras de Rateio.** Caso mais de um Credor Quirografário seja declarado um Credor Vencedor titular de uma Proposta Vencedora do Leilão Reverso (i.e. tenham apresentado lance idêntico com o maior Deságio Ofertado sobre os Créditos Ofertados), e caso o Valor do Leilão Reverso não seja suficiente para pagamento integral (considerando os descontos oferecidos no âmbito do Leilão Reverso) de todas as Propostas Vencedoras, o pagamento antecipado deverá ser realizado de forma *pro rata* às Propostas Vencedoras do Leilão Reverso em razão de terem oferecido o mesmo Deságio ofertado, observado o Desconto Mínimo e, em todo caso, limitado ao saldo dos respectivos Créditos Ofertados.

9. Na hipótese de existir algum saldo remanescente do Valor do Leilão Reverso após o efetivo pagamento integral (considerando os descontos oferecidos no âmbito do respectivo Leilão Reverso) de todas as Propostas Vencedoras no Leilão Reverso nos termos da **Cláusula 6.2.2.6** do Plano de Recuperação Judicial, o respectivo saldo remanescente do Valor do Leilão Reverso será utilizado pelas Recuperandas para pagamento dos Créditos Quirografários ofertados pelos demais proponentes, obedecida a cascata de pagamento das Razões de Rateio e de forma *pro rata*, em caso de empate.

10. **Pagamento(s) da(s) Proposta(s) Vencedora(s).** As Recuperandas deverão efetuar o(s) pagamento(s) da(s) Proposta(s) Vencedora(s) e dos demais Créditos Ofertados, observadas as Razões de Rateio, até a Data de Fechamento – Opção de Reestruturação II, sendo certo que, no caso dos Credores Financeiros Mercado de Capitais, mediante o pagamento do Leilão Reverso, os títulos contemplados nas





Propostas Vencedoras são, por força deste Edital, transferidos para as Recuperandas que, por este Edital, se obrigam a: (i) fazer com que tais títulos não sejam considerados como títulos em circulação, e deixem de fazer jus a qualquer tipo de pagamento ou rateio que venha a ser feito na emissão; (ii) adotar todas as medidas necessárias para o cancelamento dos títulos adquiridos; e (iii) se abster de receber qualquer eventual valor em razão dos títulos adquiridos.

11. Pagamento do Saldo dos Créditos Quirografários. Após o pagamento de todos os Credores Quirografários vencedores do Leilão Reverso, observadas as Razões de Rateio, eventuais saldos remanescentes dos Créditos Ofertados que não forem integralmente contemplados no Leilão Reverso serão pagos nos termos da opção escolhida pelos respectivos Credores Quirografários para pagamento de seus Créditos Quirografários, nos termos das respectivas Cláusulas do Plano de Recuperação.

12. Saldo Leilão Reverso Não Utilizado. Na hipótese de (i) não existir um vencedor, e observadas as condições previstas na **Cláusula 6.2.2.6** do Plano de Recuperação Judicial, ou (ii) ainda existir algum saldo remanescente do Valor do Leilão Reverso após o efetivo pagamento dos Créditos Ofertados de todos os participantes do Leilão Reverso que observaram o Desconto Mínimo, observado o disposto nas **Cláusulas 6.2.2.7 e 6.2.2.8** do Plano de Recuperação Judicial e nos itens (8) a (10) acima, o respectivo saldo do Valor do Leilão Reverso ("Saldo Leilão Reverso Não Utilizado") deverá integrar os Recursos Destinados à Recompra e ser específica e obrigatoriamente utilizado pelas Recuperandas para pagamento de eventual Saldo Remanescente Créditos Quirografários Opção II nos termos da **Cláusula 6.2.6.4** do Plano de Recuperação Judicial, devendo o referido Saldo do Valor do Leilão Reverso Não Utilizado ser atualizado pela variação acumulada (desde que positiva) do IPCA desde a data de realização do Leilão Reverso até o seu efetivo desembolso pelas Recuperandas para o pagamento de eventual Saldo Remanescente Créditos Quirografários Opção II nos termos da **Cláusula 6.2.6.4** do Plano de Recuperação Judicial.

13. Base do Leilão Reverso. O valor do Crédito Quirografário a ser considerado para fins de oferta no contexto do Leilão Reverso deverá sempre corresponder ao montante integral (ou parte dele) constante da Relação de Credores ou, quando aplicável, na Relação de Credores - Pagamentos, sem aplicação de deságio ou de qualquer outro efeito decorrente das opções de reestruturação e demais formas de novação dos Crédito Quirografários previstas no Plano.

Este Edital deverá ser interpretado em conjunto com os termos e condições do Plano de Recuperação Judicial. Em caso de qualquer divergência entre o disposto neste





Edital e o previsto no Plano de Recuperação Judicial, o Plano de Recuperação Judicial prevalecerá.

E, para que chegue ao conhecimento dos interessados e produza os efeitos pretendidos, é expedido o presente Edital, o qual será trasladado para o processo nº 0803087-20.2023.8.19.0001, de onde serão realizadas as intimações previstas no presente Edital, assim como realizada a publicação no Diário Oficial do Estado do Rio de Janeiro e afixado no lugar de costume e publicado na forma da Lei.

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Anexo 6.2.3

Termo de Adesão da Opção de Credores com Créditos Quirografários até R\$ 12.000,00

Para:

Americanas S.A.

Aos cuidados do Grupo da Recuperação Judicial
Rua Sacadura Cabral, 102, Saúde
Rio de Janeiro, Rio de Janeiro, Brasil,
CEP: 20081-902

C/c: Administração Judicial

Via Portal do Credor – <https://portalcredor.americanas.io>

Ref.: Termo de Adesão da Opção de Credores com Créditos Quirografários até R\$ 12.000,00 - Plano de Recuperação Judicial do Grupo Americanas

Fazemos referência ao Plano de Recuperação Judicial do Grupo Americanas aprovado em Assembleia Geral de Credores realizada em [=] e homologado pelo Juízo da Recuperação em [=] (“Plano”). Os termos iniciados em letra maiúscula não definidos neste Termo de Adesão (“Termo”) terão o significado a eles atribuído no Plano.

Em atendimento ao disposto na **Cláusula 6.2.3** do Plano, [inserir nome / razão social do Credor] _____, inscrito no CPF/CNPJ sob nº [inserir nº do documento] _____, com endereço na [inserir endereço do credor] _____, neste ato, [por si / por meio de seu representante legal] [inserir nome do representante legal se aplicável] _____, inscrito no CPF/ME nº _____ (“Credor”), na qualidade de **Credor com Créditos Quirografários até R\$ 12.000,00**, declara, para os devidos fins, em especial para os efeitos do Plano, que (i) tem conhecimento, concorda e está adimplente com seu Compromisso de Não Litigar, Quitação e Renúncia previsto na **Cláusula 11.3** do Plano e (ii) por livre e espontânea vontade, opta e concorda em receber o pagamento do valor total dos seus respectivos Créditos Quirografários na forma da **Cláusula 6.2.3**.

O Credor declara e reconhece ao Grupo Americanas e a quem possa interessar, para todos os fins de direito, que, mediante o pagamento do valor total dos seus respectivos Créditos Quirografários nos termos da **Cláusula 6.2.3** do Plano, o Grupo Americanas nada mais deverá ao Credor a qualquer título ou a qualquer tempo com





relação à totalidade dos seus Créditos Quirografários, servindo o comprovante da referida operação financeira como prova de quitação plena, irrevogável e irretroatável, pelo recebimento da totalidade dos seus Créditos Quirografários.

Por fim, mediante o envio do presente Termo, o Credor expressamente manifesta sua concordância irrestrita e sem ressalvas com todas as cláusulas e condições previstas no Plano e seus Anexos. O Credor ratifica todos os efeitos do Plano e seus Anexos em relação a ele e ao seu Crédito Quirografário, de modo que a assinatura e envio deste Termo importa o aceite irrevogável e irretroatável a todos os termos do Plano.

Para fins da **Cláusula 12.2** do Plano, o Credor indica os seguintes dados bancários para pagamento dos seus Créditos Quirografários nos termos da **Cláusula 6.2.3**:

Banco: _____
Código do Banco: _____
Agência: _____
Conta corrente: _____
Pix: _____
CNPJ/CPF: _____
Favorecido: _____
IBAN (para depósitos em moeda estrangeira): _____ [se aplicável]
Swift/BIC (para depósitos em moeda estrangeira): _____ [se aplicável]

[INSERIR LOCAL E DATA]

[NOME DO CREDOR // NOME DO REPRESENTANTE LEGAL]





Anexo 6.2.4.1

Termo de Adesão da Opção de Credores com Créditos Quirografários acima de R\$ 12.000,00

Para:

Americanas S.A.

Aos cuidados do Grupo da Recuperação Judicial
Rua Sacadura Cabral, 102, Saúde
Rio de Janeiro, Rio de Janeiro, Brasil,
CEP: 20081-902

C/c: Administração Judicial

Via Portal do Credor – <https://portalcredor.americanas.io>

Ref.: Termo de Adesão da Opção de Credores com Créditos Quirografários acima de R\$ 12.000,00 - Plano de Recuperação Judicial do Grupo Americanas

Fazemos referência ao Plano de Recuperação Judicial do Grupo Americanas aprovado em Assembleia Geral de Credores realizada em [=] e homologado pelo Juízo da Recuperação em [=] (“Plano”). Os termos iniciados em letra maiúscula não definidos neste Termo de Adesão (“Termo”) terão o significado a eles atribuído no Plano.

Em atendimento ao disposto na **Cláusula 6.2.4.1** do Plano, [inserir nome / razão social do Credor] _____, inscrito no CPF/CNPJ sob nº [inserir nº do documento] _____, com endereço na [inserir endereço do credor] _____, neste ato, [por si / por meio de seu representante legal] [inserir nome do representante legal se aplicável] _____, inscrito no CPF/ME nº _____ (“Credor”), na qualidade de **Credor com Créditos Quirografários acima de R\$ 12.000,00**, declara, para os devidos fins, em especial para os efeitos do Plano, que (i) tem conhecimento, concorda e está adimplente com seu Compromisso de Não Litigar, Quitação e Renúncia previsto na **Cláusula 11.3** do Plano, (ii) por livre e espontânea vontade, opta e concorda em receber o pagamento do valor total de R\$12.000,00 (doze mil Reais) na forma da **Cláusula 6.2.4**, e (iii) renuncia, pelo presente Termo, ao direito de receber o pagamento do valor de seu Crédito Quirografário que exceder R\$12.000,00 (doze mil Reais).

O Credor declara e reconhece ao Grupo Americanas e a quem possa interessar, para todos os fins de direito, que, mediante o pagamento do valor total de R\$12.000,00 nos





termos da **Cláusula 6.2.4** do Plano, o Grupo Americanas nada mais deverá ao Credor a qualquer título ou a qualquer tempo com relação à totalidade dos seus Créditos Quirografários, nos termos da renúncia descrita acima, servindo o comprovante da referida operação financeira como prova de quitação plena, irrevogável e irretratável, em relação à totalidade dos seus Créditos Quirografários.

O Credor opta, neste ato, pela modalidade de pagamento subsidiária [indicar modalidade de pagamento subsidiária] _____ prevista na Cláusula [indicar referência] _____ do Plano, conforme termo de adesão encaminhado em anexo a este Termo [incluir termo de adesão da modalidade subsidiária escolhida], para o caso de os Recursos Destinados a Créditos Quirografários até R\$12.000,00 não serem suficientes para o pagamento de todos os Credores detentores de Créditos Quirografários acima de R\$ 12.000,00 que optarem por terem seus créditos reestruturados nos termos da **Cláusula 6.2.4** e o Credor não ser contemplado com o pagamento do valor total de R\$12.000,00 (doze mil Reais).

Por fim, mediante o envio do presente Termo, o Credor expressamente manifesta sua concordância irrestrita e sem ressalvas com todas as cláusulas e condições previstas no Plano e seus Anexos. O Credor ratifica todos os efeitos do Plano e seus Anexos em relação a ele e ao seu Crédito Quirografário, de modo que a assinatura e envio deste Termo importa o aceite irrevogável e irretratável a todos os termos do Plano.

Para fins da **Cláusula 12.2** do Plano, o Credor indica os seguintes dados bancários para pagamento dos seus Créditos Quirografários nos termos da **Cláusula 6.2.4**:

Banco: _____
Código do Banco: _____
Agência: _____
Conta corrente: _____
Pix: _____
CNPJ/CPF: _____
Favorecido: _____
IBAN (para depósitos em moeda estrangeira): _____ [se aplicável]
Swift/BIC (para depósitos em moeda estrangeira): _____ [se aplicável]

[INSERIR LOCAL E DATA]

[NOME DO CREDOR // NOME DO REPRESENTANTE LEGAL]





Anexo 6.2.5.1

Termo de Adesão da Opção de Reestruturação I

Para:

Americanas S.A.

Aos cuidados do Grupo da Recuperação Judicial

Rua Sacadura Cabral, 102, Saúde

Rio de Janeiro, Rio de Janeiro, Brasil,

CEP: 20081-902

C/c: Administração Judicial

Via Portal do Credor – <https://portalcredor.americanas.io>

Ref.: Termo de Adesão da Opção de Reestruturação I - Plano de Recuperação Judicial do Grupo Americanas

Fazemos referência ao Plano de Recuperação Judicial do Grupo Americanas aprovado em Assembleia Geral de Credores realizada em [=] e homologado pelo Juízo da Recuperação em [=] ("Plano"). Os termos iniciados em letra maiúscula não definidos neste Termo de Adesão ("Termo") terão o significado a eles atribuído no Plano.

Em atendimento ao disposto na **Cláusula 6.2.5.1** do Plano, [inserir nome / razão social do Credor] _____, inscrito no CPF/CNPJ sob nº [inserir nº do documento] _____, com endereço na [inserir endereço do credor] _____, neste ato, [por si / por meio de seu representante legal] [inserir nome do representante legal se aplicável] _____, inscrito no CPF sob o nº [inserir nº do documento] _____ ("Credor"), na qualidade de **Credor Quirografário**, declara, para os devidos fins, em especial para os efeitos do Plano, que por livre e espontânea vontade, opta por receber o pagamento dos seus respectivos Créditos Quirografários, inclusive o Saldo Créditos Quirografários Opção I – Pós Leilão Reverso após o eventual pagamento previsto na **Cláusula 6.2.2 e subcláusulas** do Plano, de acordo com os termos e condições previstos na **Cláusula 6.2.5 e subcláusulas** (Opção de Reestruturação I).

O Credor declara e reconhece ao Grupo Americanas e a quem possa interessar, para todos os fins de direito, que, mediante o pagamento nos termos da **Cláusula 6.2.5 e**





subcláusulas do Plano, o Grupo Americanas nada mais deverá ao Credor a qualquer título ou a qualquer tempo com relação à totalidade dos seus Créditos Quirografários, servindo o comprovante da referida operação financeira como prova de quitação plena, irrevogável e irretratável em relação à totalidade dos seus Créditos Quirografários.

Por fim, mediante o envio do presente Termo, o Credor expressamente manifesta sua concordância irrestrita e sem ressalvas com todas as cláusulas e condições previstas no Plano e seus Anexos. O Credor ratifica todos os efeitos do Plano e seus Anexos em relação a ele e ao seu Crédito Quirografário, de modo que a assinatura e envio deste Termo importa o aceite irrevogável e irretratável a todos os termos do Plano.

Para fins da **Cláusula 12.2** do Plano, o Credor indica os seguintes dados bancários para pagamento dos seus Créditos Quirografários nos termos da **Cláusula 6.2.5**:

Banco: _____
Código do Banco: _____
Agência: _____
Conta corrente: _____
Pix: _____
CNPJ/CPF: _____
Favorecido: _____
IBAN (para depósitos em moeda estrangeira): _____ [se
aplicável]
Swift/BIC (para depósitos em moeda estrangeira): _____ [se
aplicável]

[INSERIR LOCAL E DATA]

[NOME DO CREDOR // NOME DO REPRESENTANTE LEGAL]





Anexo 6.2.6

Termo de Adesão da Opção de Reestruturação II

Para:

Americanas S.A.

Aos cuidados do Grupo da Recuperação Judicial
Rua Sacadura Cabral, 102, Saúde
Rio de Janeiro, Rio de Janeiro, Brasil,
CEP: 20081-902

C/c: Administração Judicial

Via Portal do Credor – <https://portalcredor.americanas.io>

Ref.: Termo de Adesão da Opção de Reestruturação II - Plano de Recuperação Judicial do Grupo Americanas

Fazemos referência ao Plano de Recuperação Judicial do Grupo Americanas aprovado em Assembleia Geral de Credores realizada em [=] e homologado pelo Juízo da Recuperação em [=] ("Plano"). Os termos iniciados em letra maiúscula não definidos neste Termo de Adesão ("Termo") terão o significado a eles atribuído no Plano.

Em atendimento ao disposto na **Cláusula 6.2.6** do Plano, [inserir nome / razão social do Credor] _____, inscrito no CPF/CNPJ sob nº [inserir nº do documento] _____, com endereço na [inserir endereço do credor] _____, neste ato, [por si / por meio de seu representante legal] [inserir nome do representante legal se aplicável] _____, inscrito no CPF sob o nº [inserir nº do documento] _____ ("Credor"), na qualidade de **Credor Quirografário**, declara, para os devidos fins, em especial para os efeitos do Plano, que (i) tem conhecimento, concorda e está adimplente com seu Compromisso de Não Litigar, Quitação e Renúncia previsto na **Cláusula 11.3** do Plano e (ii) por livre e espontânea vontade, opta por receber o pagamento dos seus respectivos Créditos Quirografários, inclusive o Saldo Créditos Quirografários Opção II – Pós Leilão Reverso após o eventual pagamento previsto na **Cláusula 6.2.2 e subcláusulas** do Plano, de acordo com os termos e condições previstos na **Cláusula 6.2.6 e subcláusulas** (Opção de Reestruturação II).





Nos termos da **Cláusula 6.2.6.2** do Plano, o Credor, mediante o envio do presente Termo, declara ter ciência integral, e aderir automática e irrestritamente, de forma irrevogável e irretratável, ao Acordo de Lock-Up Credores na forma do **Anexo 6.2.6.2** ao Plano, cuja eficácia iniciará imediatamente após a conclusão do Aumento de Capital Reestruturação e a entrega, ao Credor, das Novas Ações Capitalização de Créditos e respectivos Bônus de Subscrição, comprometendo-se neste ato a cumprir com todos os seus termos e condições.

[O Credor declara que se enquadra como um Credor Financeiro Mercado de Capitais, conforme previsto no Plano e, nessa condição, não assumirá o compromisso de conceder Linha de Fiança Bancária ou Seguro Garantia nos termos e condições descritos na **Cláusula 6.2.6.3.7 e seguintes.**]

OU

[O Credor, declara que se enquadra como um Credor Financeiro Banco, conforme previsto no Plano, e que não possui interesse em assumir o compromisso de conceder Linha de Fiança Bancária ou Seguro Garantia nos termos e condições descritos na **Cláusula 6.2.6.3.7 e seguintes**, renunciando, neste ato, de forma irrevogável e irretratável, ao direito de participar voluntariamente em tais Linhas de Fiança Bancária ou Seguro Garantia.]

OU

[EXCLUSIVAMENTE PARA CREDITORES FINANCEIROS BANCOS QUE DESEJAREM CONCEDER LINHAS DE FIANÇA BANCÁRIA OU SEGURO GARANTIA]

[Adicionalmente, o Credor, neste ato, declara que se enquadra como um Credor Financeiro Banco, conforme previsto no Plano e por livre e espontânea vontade, neste ato, confirma sua participação voluntária e o seu compromisso, irrevogável e irretratável, de conceder ao Grupo Americanas Linha de Fiança Bancária ou Seguro Garantia no valor máximo *pro rata* calculado nos termos da Cláusula 6.2.6.3.7], limitado, em todo caso, ao valor máximo de R\$ _____
[inserir valor máximo da Linha de Fiança Bancária ou Seguro Garantia que o Credor Financeiro Banco esteja disposto a conceder, se assim desejar, sempre limitado ao valor do seu Crédito Quirografário]⁸³ de seu Crédito Financeiro Banco e de celebrar

⁸³ Nota: a indicação de valor máximo (i) não é aplicável para os Credores Financeiros Bancos signatários do PSA, e (ii) é opcional para os Credores Financeiros Bancos não signatários do PSA que optarem pela participação voluntária de concessão de Linhas de Fiança Bancária e Seguro Garantia. Os Credores Financeiros Bancos signatários do PSA e que não optarem por indicar valor máximo **não** deverão incluir o seguinte trecho no Termo de Adesão: “[, limitado, em todo caso, ao valor máximo de R\$ _____] [inserir valor máximo da Linha de Fiança Bancária ou Seguro





o respectivo Contrato de Fiança Bancária ou Seguro Garantia até a Data de Fechamento – Opção de Reestruturação II, nos termos e condições descritos na **Cláusula 6.2.6.3.7 e seguintes**, com os quais o Credor declara ter ciência e anuir. O Credor reconhece que, caso o Grupo Americanas decida utilizar a respectiva Linha de Fiança Bancária ou Seguro Garantia nos termos do Contrato de Fiança Bancária ou Seguro Garantia e o Credor não cumprir com a respectiva obrigação assumida, ficará sujeito às penalidades previstas no Plano.]

O Credor declara e reconhece ao Grupo Americanas e a quem possa interessar, para todos os fins de direito, que, mediante o pagamento nos termos da **Cláusula 6.2.6 e subcláusulas** do Plano, o Grupo Americanas nada mais deverá ao Credor a qualquer título ou a qualquer tempo com relação à totalidade dos seus Créditos Quirografários, servindo o comprovante da referida operação financeira como prova de quitação plena, irrevogável e irretratável em relação à totalidade dos seus Créditos Quirografários. Para fins de clareza, a quitação das obrigações previstas na Escritura de Debêntures Americanas se dará somente com o seu pagamento.

Por fim, mediante o envio do presente Termo, o Credor expressamente manifesta sua concordância irrestrita e sem ressalvas com todas as cláusulas e condições previstas no Plano e seus Anexos. O Credor ratifica todos os efeitos do Plano e seus Anexos em relação a ele e ao seu Crédito Quirografário, de modo que a assinatura e envio deste Termo importa o aceite irrevogável e irretratável a todos os termos do Plano.

Para fins da **Cláusula 12.2** do Plano, o Credor indica os seguintes dados bancários para pagamento dos seus Créditos Quirografários nos termos da **Cláusula 6.2.6**:

Banco: _____
Código do Banco: _____
Agência: _____
Conta corrente: _____
Pix: _____
CNPJ/CPF: _____
Favorecido: _____
IBAN (para depósitos em moeda estrangeira): _____ [se aplicável]
Swift/BIC (para depósitos em moeda estrangeira): _____ [se aplicável]

Garantia que o Credor Financeiro Banco esteja disposto a conceder, se assim desejar, sempre limitado ao valor do seu Crédito Quirografário”.





[INSERIR LOCAL E DATA]

[NOME DO CREDOR // NOME DO REPRESENTANTE LEGAL]





Anexo 6.2.6.2

Acordo de Lock-Up dos Credores

ACORDO DE RESTRIÇÃO À TRANSFERÊNCIA DE AÇÕES SOB CONDIÇÃO SUSPENSIVA, DA AMERICANAS S.A. – EM RECUPERAÇÃO JUDICIAL

O presente instrumento, doravante denominado Acordo de Restrição à Transferência de Ações sob Condição Suspensiva, da Americanas S.A. – Em Recuperação Judicial (“Americanas” e “Acordo”) faz parte integrante e indispensável do Plano de Recuperação Judicial (“Plano” ou “PRJ”) da Americanas e de suas subsidiárias B2W Digital Lux S.À.R.L – Em Recuperação Judicial (“B2W”), JSM Global S.À.R.L – Em Recuperação Judicial (“JSM”) e ST Importações Ltda. – Em Recuperação Judicial (“ST” e, em conjunto com a Americanas, a B2W e a JSM, o “Grupo Americanas” ou as “Recuperandas”).

CONSIDERANDO QUE:

A. As Recuperandas ajuizaram pedido de recuperação judicial, distribuído sob o nº 0803087-20.2023.8.19.0001, perante a 4ª Vara Empresarial da Comarca da Capital do Estado do Rio de Janeiro (“Juízo da Recuperação” e “Recuperação Judicial”);

B. Nos termos e condições previstos nas Cláusulas 4.1.2 e 5 do Plano, será submetida aos acionistas da Americanas uma proposta de aumento de capital da Americanas, mediante a emissão de novas ações ordinárias (“Novas Ações”) e bônus de subscrição como vantagem adicional aos subscritores (“Bônus de Subscrição”), na forma dos arts. 77, 170, §1º e 171, §2º, da Lei das S.A. e demais disposições legais aplicáveis, no montante mínimo que viabilize a subscrição e integralização de Novas Ações (i) pelos Acionistas de Referência na Americanas, de forma *pro rata*, pelo valor de **R\$ 12.000.000.000,00** (doze bilhões de reais), corrigido pela variação positiva acumulada do IPCA durante o Período de Correção do Aumento de Capital Reestruturação, em moeda corrente do país e mediante a capitalização de créditos oriundos dos Financiamentos DIP para integralização de Novas Ações, (ii) pelos Credores Financeiros que tiverem optado pela Opção de Reestruturação II (“Credores Entrantes na Americanas”), de forma *pro rata*, pelo valor de até **R\$ 12.000.000.000,00** (doze bilhões de reais), igualmente corrigido pela variação positiva acumulada do IPCA durante o Período de Correção do Aumento de Capital, mediante a capitalização do Saldo de Créditos Quirografários Opção II – Pós Leilão Reverso necessário para integralização de Novas Ações (“Novas Ações Capitalização de Créditos”), e (iii) pelos acionistas titulares de ações ordinárias de emissão da Americanas em circulação por ocasião do Aumento de Capital Reestruturação que





manifestarem o interesse de exercer seu respectivo direito de preferência previsto no art. 171 e seu §2º da Lei das S.A. (“Aumento de Capital Reestruturação”);

C. Cada Credor Entrante na Americanas fará jus ao recebimento de Bônus de Subscrição atribuídos gratuitamente como vantagem adicional, na proporção de 1 (um) Bônus de Subscrição para cada grupo de 3 (três) ações ordinárias de emissão da Americanas subscritas no Aumento de Capital – Reestruturação, sendo certo que tais Bônus de Subscrição conferirão aos seus titulares o direito de receber novas ações ordinárias da Americanas, mediante o pagamento de R\$ 0,01 (um centavo de Real) por cada nova ação ordinária emitida em razão do exercício de cada Bônus de Subscrição, observado o disposto na **Cláusula 5.1.6** do Plano;

D. As disposições e obrigações previstas neste instrumento são de conhecimento pleno e prévio dos Credores Entrantes na Americanas;

E. Conforme previsto na **Cláusula 6.2.6.2** do Plano, os Credores Entrantes na Americanas concordam e se obrigam, imediata e automaticamente, de forma irrevogável e irretratável, sem necessidade de prática de qualquer ato adicional, com todos os termos e condições previstos neste Acordo e em aderir ao presente Acordo que regerá as restrições à (i) circulação, transferência e oneração das Novas Ações Capitalização de Créditos; e (ii) circulação, transferência, oneração e exercício dos respectivos Bônus de Subscrição, de que se tornarem titulares após a conclusão do Aumento de Capital Reestruturação.

CAPÍTULO I DEFINIÇÕES E INTERPRETAÇÃO

1.1. Definições. Os termos e expressões iniciados com letra maiúscula neste Acordo terão o significado a eles atribuídos no Anexo 1.1. Os termos iniciados com letra maiúscula que não forem especificamente definidos ao longo deste Acordo ou no Anexo 1.1 deste Acordo, terão os significados que lhes são atribuídos nas Definições do Plano, os quais ficam aqui incorporados por referência para todos os efeitos.

1.2. Interpretação. Os Credores Entrantes na Americanas concordam que: (i) os cabeçalhos e títulos das cláusulas deste Acordo servem apenas para conveniência de referência e não limitarão ou afetarão o significado das cláusulas, parágrafos ou itens aos quais se aplicam; (ii) sempre que exigido pelo contexto, as definições contidas neste Acordo serão aplicadas tanto no singular quanto no plural e o gênero masculino incluirá o feminino e vice-versa; (iii) referências a quaisquer documentos ou outros instrumentos incluem todas as suas alterações, substituições e consolidações e

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respectivas complementações, salvo se expressamente disposto de forma diversa; (iv) salvo se de outra forma expressamente estabelecido neste Acordo, referências a Capítulos, Cláusulas, Itens ou Anexos aplicam-se a capítulos, cláusulas, itens e anexos deste Acordo; (v) salvo se de outra forma expressamente estabelecido neste Acordo, todas as referências aos Credores Entrantes na Americanas incluem seus sucessores e cessionários autorizados a qualquer título; (vi) a utilização dos termos “inclusive”, “incluindo” e outros termos semelhantes no presente Acordo seguidos de qualquer declaração, termo ou matéria genérica não poderá ser interpretada de forma a limitar tal declaração, termo ou matéria aos itens ou matérias específicos inseridos imediatamente após tal palavra — bem como a itens ou matérias similares —, devendo, ao contrário, ser considerada como sendo referência a todos os outros itens ou matérias que poderiam razoavelmente ser inseridos no escopo mais amplo possível de tal declaração, termo ou matéria, e tais termos serão sempre lidos como se estivessem acompanhados do termo “exemplificativamente”; (vii) os “Consideranda” deste Acordo são considerados como sendo parte integrante do presente Acordo; (viii) todos os Anexos do presente Acordo constituem parte integrante do Acordo, sendo certo que em caso de qualquer conflito entre o disposto neste Acordo e em seus respectivos Anexos, o disposto neste Acordo deverá prevalecer; (ix) referências à legislação ou a disposições legais serão interpretadas como referências à legislação ou a disposições legais conforme respectivamente alteradas ou consolidadas ou conforme a aplicação delas seja modificada de tempos em tempos (seja anteriormente ou posteriormente ao presente Acordo); e (x) todos os prazos previstos neste Acordo serão contados excluindo-se o dia do começo e incluindo-se o do vencimento, nos termos do artigo 132 do Código Civil Brasileiro, sendo certo que todos os prazos estabelecidos neste Acordo que se encerrarem em dias que não sejam Dias Úteis serão automaticamente prorrogados para o primeiro Dia Útil subsequente.

CAPÍTULO II

OBJETO, AÇÕES E BÔNUS DE SUBSCRIÇÃO VINCULADAS E OBRIGAÇÕES GERAIS

2.1. Objeto. Constituem objeto do presente Acordo a vinculação dos Credores Entrantes na Americanas às restrições à Transferência e Oneração das Ações Vinculadas (conforme definido na Cláusula 2.2 abaixo), bem como à Transferência, Oneração e exercício dos Bônus de Subscrição Vinculados (conforme definido na Cláusula 2.2 abaixo), de que se tornarem titulares após a conclusão do Aumento de Capital Reestruturação.

2.2. Ações Vinculadas e Bônus de Subscrição Vinculados. Sujeitam-se ao presente Acordo (i) 33,33% (trinta e três vírgula trinta e três por cento) das Novas Ações Capitalização de Créditos e 100% (cem por cento) dos Bônus de Subscrição entregues





a cada um dos Credores Entrantes na Americanas na data de conclusão do Aumento de Capital Reestruturação; e (ii) 33,33% (trinta e três vírgula trinta e três por cento) de todas as novas ações de emissão da Americanas e de titularidade de cada um dos Credores Entrantes na Americanas que vierem a sê-lo no futuro, mas desde que durante a vigência deste Acordo, em razão da titularidade das suas respectivas Novas Ações Capitalização de Créditos em função de qualquer tipo de reorganização societária, inclusive, mas sem limitação, em decorrência de conversão, bonificação, desdobramento, grupamento, incorporação (inclusive de ações), fusão, cisão ou outro tipo de reorganização societária, bem como mediante aquisição de direitos de preferência e/ou de subscrição de ações ou outros valores mobiliários de emissão da Americanas (“Ações Vinculadas” e “Bônus de Subscrição Vinculados”).

2.3. Adesão dos Credores Quirografários. Fica, desde já, certo e ajustado que, ao optarem pela Opção de Reestruturação II mediante celebração de termo de adesão constante da minuta que integra o Anexo 6.2.6 do PRJ, os Credores Opção Reestruturação II aderem automaticamente e de forma incondicional e irrevogável aos termos e condições deste Acordo para todos os fins e efeitos de direito, assumindo, de forma irrevogável e irretratável, todos os direitos e obrigações previstos neste Acordo. Para fins de clareza, com a adesão ao presente Acordo, os Credores Financeiros que se tornarem Credores Entrantes na Americanas após o Aumento de Capital Reestruturação passarão a ser considerados como “Acionistas” da Americanas e “Partes” deste Acordo e para todos os seus fins e efeitos, ou individualmente “Acionista” e “Parte”.

2.4. Cumprimento do Acordo. Cada um dos Credores Entrantes na Americanas obriga-se, por si ou por meio de seus representantes ou agentes, a cumprir com todas e quaisquer disposições deste Acordo, durante todo o seu prazo de vigência. A Americanas não registrará, consentirá ou ratificará, e os Credores Entrantes na Americanas comprometem-se a fazer com que a Americanas não registre, consinta ou ratifique qualquer Transferência de suas Ações Vinculadas e/ou Transferência ou exercício de seus Bônus de Subscrição Vinculados em descumprimento aos termos e condições deste Acordo.

CAPÍTULO III

RESTRIÇÕES À TRANSFERÊNCIA, AQUISIÇÃO E ONERAÇÃO DE AÇÕES VINCULADAS E BÔNUS DE SUBSCRIÇÃO VINCULADOS

Seção I – Lock-Up e Liberação





3.1. Lock-Up. Desde que as Recuperandas estejam adimplentes com as obrigações assumidas no Plano e os ARs, os Acionistas dos ARs e suas Afiliadas Signatárias e Cessionárias (conforme definido no Acordo de Apoio ao Plano) estejam adimplentes com suas obrigações constantes das Cláusulas 3.4 e 3.5 do Acordo de Apoio ao Plano, os Credores Entrantes na Americanas não poderão Transferir ou Onerar suas respectivas Ações Vinculadas e nem Transferir, Onerar ou exercer seus respectivos Bônus de Subscrição Vinculados, em quaisquer hipóteses ou circunstâncias, exceto (i) para suas Afiliadas (as quais ficarão automaticamente vinculadas a este Acordo e a todos os seus termos e condições); ou (ii) mediante prévio e expresso consentimento da Americanas, para determinados terceiros (os quais, neste caso, ficarão automaticamente vinculados a este Acordo e a todos os seus termos e condições) e apenas se o respectivo Credor Entrante na Americanas não obtenha benefício econômico na Transferência ou Oneração para determinado terceiro, até o prazo de 3 (três) anos contados da data de Aprovação do Plano ("Período de Lock-Up"), observadas as hipóteses de liberação parcial de Ações Vinculadas e Bônus de Subscrição Vinculados previstas na Cláusula 2 abaixo. Qualquer Transferência ou Oneração de Ações Vinculadas ou qualquer Transferência, Oneração ou exercício de Bônus de Subscrição Vinculados, a qualquer título, em desacordo ao previsto neste Acordo será considerado nulo de pleno direito.

3.2. Liberação do Lock-Up Ações Vinculadas. As Ações Vinculadas serão liberadas da obrigação de *Lock-Up* da seguinte forma: (i) no último Dia Útil de cada semestre contado da data de Aprovação do Plano (sendo cada semestre um "Período de Lock-Up Intermediário"), cada um dos Credores Entrantes na Americanas terá como liberadas do *Lock-Up* Ações Vinculadas equivalentes a 6,67% das Novas Ações Capitalização de Créditos a ele entregues, e assim sucessivamente (em cada caso, as "Ações Liberadas Lock-Up Intermediário"); e (ii) no final do Período de *Lock-Up*, o eventual saldo remanescente das Ações Vinculadas não liberadas na forma deste Acordo será integralmente liberado ("Ações Liberadas Lock-Up Final" que, em conjunto com "Ações Liberadas Lock-Up Intermediário", "Ações Liberadas"), automaticamente, obrigando-se a Americanas em ambos os casos a tomar todas as medidas cabíveis para efetivar a respectiva liberação junto ao Agente Escriturador em até 10 (dez) dias contados do final do Período de *Lock-Up* Intermediário ou do Período de *Lock-Up*, conforme aplicável.

3.2.1. Após o transcurso do Período de *Lock-Up*, as Ações Liberadas existentes poderão ser alienadas livremente e sem que sejam observados os limites, procedimentos e condições estabelecidos neste Acordo.

3.2.2. Ao final de cada Período de *Lock-Up* Intermediário ou do Período de *Lock-Up*, o Credor Entrante na Americanas que desejar liberar suas Ações





Liberadas poderá, isoladamente, a qualquer tempo e sem a necessidade de anuência dos demais Acionistas ou da Americanas, solicitar à instituição depositária das ações escriturais da Americanas ("Agente Escriturador"), mediante declaração, sob sua exclusiva responsabilidade, de que os procedimentos deste Acordo foram observados, a formalização da liberação das respectivas Ações Vinculadas da obrigação de *Lock-Up*, assinando os documentos solicitados para efetivar a respectiva liberação junto ao Agente Escriturador.

3.2.3. A Americanas se obriga a (i) assinar e/ou entregar documentos e informações eventualmente exigidas pelo Agente Escriturador para viabilizar a liberação das Ações Liberadas nos termos desta Cláusula 3.2 e (ii) emendar seus melhores esforços para esse fim em tempo hábil, caso venha a ser necessário, e em todo caso em até 10 (dez) dias contados de solicitação nesse sentido.

3.3. Liberação do Lock-Up Bônus de Subscrição Vinculados. Os Bônus de Subscrição serão liberados da obrigação de Lock-Up apenas no final do Período de *Lock-Up*, sendo certo que, neste caso, os Acionistas Entrantes na Americanas poderão exercer seus respectivos Bônus de Subscrição em até 90 (noventa) dias contados do término do Período de Lock-Up, conforme previsto na Cláusula 5.1.6 do Plano.

3.4. Para fins de clareza, o Anexo 3.4 deste Acordo contém os exemplos de liberação das Ações Vinculadas e dos Bônus de Subscrição da obrigação de Lock-Up.

Seção II –Direito de Preferência e Oneração de Ações Vinculadas

3.5. Vedação à Cessão de Direito de Preferência para Subscrição. Durante o Período de *Lock-up*, fica vedada a cessão privada, a qualquer título e a qualquer tempo, de direito de preferência para subscrição de ações e/ou de valores mobiliários de emissão da Americanas conversíveis em ações, conferidos pela Lei das S.A. (inclusive o disposto em seu artigo 171) que sejam de titularidade dos Acionistas em razão das Ações Vinculadas e/ou Bônus de Subscrição Vinculados.

3.6. Oneração Involuntária de Ações Vinculadas. No caso de as Ações Vinculadas de qualquer dos Credores Entrantes na Americanas serem objeto de qualquer constrição judicial, bloqueio, penhora, arresto, embargo, liminar ou antecipação de tutela, reivindicação, bloqueio de bens e/ou outra forma de Oneração involuntária decorrente de uma demanda de qualquer natureza, judicial, administrativa ou arbitral ("Constrição Judicial"), o Credor Entrante na Americanas detentor das Ações Vinculadas sujeitas a tal Ônus deverá emendar esforços comercialmente razoáveis para liberar as Ações Vinculadas da Constrição Judicial, e em todo caso em até 30





(trinta) dias contados da data em que o respectivo Credor Entrante na Americanas for citado a respeito de determinada Constrição Judicial.

CAPÍTULO IV

PRAZO DE VIGÊNCIA E RESCISÃO

4.1. Vigência. A eficácia deste Acordo está condicionada à efetiva conclusão do Aumento de Capital Reestruturação, nos termos do Plano (“Condição Suspensiva”). Assim que o Aumento de Capital Reestruturação for efetivamente implementado, mediante a entrega das Novas Ações Capitalização de Créditos e respectivos Bônus de Subscrição aos Credores Entrantes na Americanas, livres e desembaraçados de qualquer Ônus ou contestação administrativa ou judicial, este Acordo se tornará eficaz automaticamente, sem necessidade de qualquer ação adicional das Partes (“Data Inicial de Vigência”).

4.1.1. As expressões “a data deste Acordo”, “nesta data”, “a presente data” e expressões de significado similar serão consideradas como se referindo à Data Inicial de Vigência, salvo se diversa e expressamente aqui previsto.

4.2. Este Acordo permanecerá em vigor (i) até a rescisão integral do Acordo de Apoio ao Plano; ou (ii) até o término do Período de *Lock-Up*, o que ocorrer primeiro

CAPÍTULO V

LEI APLICÁVEL E RESOLUÇÃO DE DISPUTAS⁸⁴

5.1. Lei Aplicável. Este Acordo deverá ser regido e interpretado de acordo com as Leis da República Federativa do Brasil.

5.2. Foro. Fica eleito o foro da cidade do Rio de Janeiro, Estado do Rio de Janeiro, renunciando expressamente a qualquer outro foro, por mais especial ou privilegiado que seja, para a dirimir todo e qualquer litígio, controvérsia, questão, dúvida ou divergência relativo direta ou indiretamente a este Acordo, ou a qualquer anexo ou documento relacionado ao Acordo.

CAPÍTULO VI

REGISTRO E AVERBAÇÃO

6.1. Registros e Averbações. Este Acordo será arquivado na sede da Americanas, que ficará obrigada a observá-lo e abster-se de praticar qualquer ato em violação aos termos e condições aqui previstos.

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6.2. Este Acordo será averbado pela Americanas no Livro de Registro de Ações da Americanas e nos documentos próprios do Agente Escriurador, na forma e para os fins do disposto no artigo 40, II, da Lei das S.A.

CAPÍTULO VII DISPOSIÇÕES GERAIS

7.1. Notificações e Comunicações. Todas as notificações, consentimentos, solicitações e outras comunicações previstas neste Acordo somente serão consideradas válidas e eficazes se respeitarem a forma escrita e forem enviadas por meio de carta registrada com aviso de recebimento ou por meio de serviço de entrega expressa à parte a ser notificada, nos endereços especificados abaixo:

Para cada Credor Entrante na Americanas:

No endereço indicado no respectivo Termo de Adesão da Opção de Reestruturação II

Se para a Americanas:

Rua Sacadura Cabral, 102, Saúde
Rio de Janeiro – RJ, Brasil
CEP: 20081-902
At.: Grupo da Recuperação Judicial

7.1.1. Qualquer Parte poderá mudar o endereço para o qual a notificação deverá ser enviada por notificação escrita à Americanas de acordo com esta Cláusula 7.1, sendo que com relação a esta disposição, a notificação será considerada recebida apenas mediante reconhecimento de tal recebimento pela Americanas.

7.2. Acordo Integral. Este Acordo constitui o acordo integral das Partes relativamente ao seu objeto e substitui todos os acordos, entendimentos, declarações ou garantias, negociações e discussões anteriores, verbais ou por escrito, entre as Partes, com relação às matérias aqui contidas.

7.3. Independência das Disposições. Se qualquer disposição deste Acordo for considerada nula, anulável, inválida ou ineficaz, nenhuma outra disposição deste Acordo será afetada como consequência disso e, portanto, as disposições restantes deste Acordo permanecerão em pleno vigor e efeito como se tal disposição nula, anulável, inválida ou inoperante não estivesse contida neste Acordo.





7.4. Execução Específica. As Partes obrigam-se a cumprir, formalizar e desempenhar suas obrigações sempre com estrita observância dos termos e condições estabelecidos no presente Acordo. As Partes, neste ato, reconhecem e acordam que todas as obrigações assumidas ou que possam vir a ser imputadas nos termos do presente Acordo estão sujeitas à execução específica nos termos do Código de Processo Civil, sem prejuízo de, cumulativamente, serem cobradas perdas e danos pela Parte que com eles tenham que arcar em decorrência do inadimplemento das obrigações pactuadas neste Acordo. As Partes não renunciam a qualquer ação ou providência (inclusive a cobrança de perdas e danos) a que tenham direito, a qualquer tempo. As Partes expressamente admitem e se obrigam ao cumprimento específico de suas obrigações e a aceitar ordens judiciais ou quaisquer outros atos semelhantes.

7.5. Irrevogabilidade e Irretratabilidade. Exceto conforme aqui previsto, este Acordo é celebrado em caráter irrevogável e irretratável, obrigando as Partes, seus herdeiros e sucessores permitidos a qualquer título.

7.6. Cessão. Salvo se diversamente aqui previsto, o presente Acordo, os direitos e obrigações dele decorrentes, ou a respectiva posição contratual, não poderão ser cedidos e/ou transferidos, parcial ou integralmente, por qualquer das Partes sem o prévio e expresso consentimento por escrito da Americanas.

7.7. Alterações. Este Acordo não poderá ser aditado, alterado ou modificado a não ser mediante aprovação por escrito da Americanas e dos Credores Entrantes na Americanas.

7.8. Renúncia. O não exercício por qualquer das Partes de quaisquer de seus direitos, ou a não execução de quaisquer dos termos ou condições deste Acordo não serão considerados renúncia a esses direitos, nem impedirão qualquer uma das Partes de fazer valer ou exercer quaisquer desses direitos.

7.9. Independência das Disposições. Se qualquer disposição deste Acordo for considerada nula, anulável, inválida, inexecutável ou ineficaz, nenhuma outra disposição deste Acordo será afetada como consequência disso e, portanto, as disposições restantes deste Acordo permanecerão em pleno vigor e efeito como se tal disposição nula, anulável, inválida, inexecutável ou ineficaz não estivesse contida neste Acordo.

7.10. Responsabilidade Fiscal. Exceto se diversamente previsto neste Acordo, cada uma das Partes se responsabiliza pelo integral e pontual pagamento de todo e qualquer Tributo que incida ou venha a incidir na consecução do objeto deste Acordo,





e a cuja Parte, na qualidade legal de sujeito passivo da relação Tributária, impute-se o pagamento dos referidos Tributos.

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Anexo 1.1 Definições

“Afiliada” significa, com relação à determinada Pessoa, qualquer outra Pessoa que seja, direta ou indiretamente, uma Controladora, Controlada, ou sociedade sob Controle comum. Para fins deste Acordo, também serão consideradas Afiliadas de Acionistas que sejam sociedades gestoras de fundos de investimento quaisquer fundos de investimento por eles geridos e/ou geridos por outras Afiliadas de tal gestora.

“Autoridade Governamental” significa qualquer (i) governo federal, nacional, supranacional, estadual, provincial, local ou semelhante; (ii) órgão, departamento, repartição, conselho, comitê, comissão, agência, autarquia, entidade ou outra autoridade governamental com função regulatória, fiscalizadora, legislativa, judicial ou administrativa; ou (iii) outro órgão, departamento, repartição, conselho, comitê, comissão, agência, autarquia, entidade, inclusive entidades autorreguladoras, exercendo qualquer autoridade ou poder estatutário, administrativo, executivo, judicial, legislativo, político, regulatório ou fiscal, como, por exemplo, a ANBIMA e a B3.

“B3” significa a B3 S.A. – Brasil, Bolsa, Balcão, ou qualquer entidade que sucedê-la.

“Código de Processo Civil” significa a Lei nº 13.105, de 16 de março de 2015, conforme alterada;

“Controle” tem o significado atribuído no Plano.

“Dia Útil” tem o significado atribuído no Plano.

“Lei” tem o significado atribuído no Plano.

“Lei das S.A.” significa a Lei nº 6.404 de 15 de dezembro de 1976, conforme alterada de tempos em tempos.

“LRF” significa a Lei nº 11.101, de 09 de fevereiro de 2005, conforme alterada de tempos em tempos.

“Ônus” (ou “Onerar” ou termos correlatos) significa qualquer ônus, reivindicação, encargo, hipoteca, penhor, alienação ou cessão fiduciária, opção, acordo de preferência, direito de aquisição, direito de primeira oferta, direito de preferência na aquisição, direito de preferência na subscrição, direito de venda conjunta, direito de obrigar venda conjunta, direito de conversão, direito de permuta, e outras restrições à transferência de qualquer natureza, ou outros acordos ou compromissos, de qualquer natureza, estabelecendo a compra, emissão ou venda de valores





mobiliários, acordos de voto, acordos de acionistas, ou qualquer outro gravame, restrição, limitação ou direito de terceiros de qualquer natureza (exceto pelos Ônus constituídos em decorrência do presente Acordo).

“Parte” significa as Recuperandas e todo e qualquer Credor Financeiro que aderir a este Acordo em razão da escolha da Opção de Reestruturação II prevista no Plano para reestruturação de seus Créditos Financeiros.

“Pessoa” tem o significado atribuído no Plano.

“Transferência” (incluindo seus derivados, como “Transferir” e “Transferida”) significa, em relação as Ações Vinculadas e/ou Bônus de Subscrição Vinculados, bem como aos direitos e obrigações atribuídos a tais ações (ou o direito de subscrever e/ou adquirir tais Ações Vinculadas e/ou valores mobiliários conversíveis em tais Ações Vinculadas e/ou Bônus de Subscrição Vinculados), a venda, cessão, transferência, dação em pagamento, doação, aluguel, transmissão de propriedade ou posse a qualquer título, a conferência ao capital em outra sociedade ou Pessoa, ou qualquer outra forma de transferência (ou promessa de transferência) (inclusive via fusão, cisão, incorporação, incorporação de ações, redução de capital ou outra forma de reorganização societária), de maneira voluntária ou involuntária, seja de forma direta ou indireta. Para fins de esclarecimento, exceto se expressamente disposto em contrário neste Acordo, o termo “indireto” ou “indiretamente” tem como objetivo impedir negócios ou operações que tenham como finalidade principal burlar as regras de transferência de Ações Vinculadas previstas neste Acordo englobando, portanto, negócios e operações realizados acima do nível dos Credores Entrantes na Americanas, envolvendo sociedades ou outras Pessoas cujos ativos e/ou investimentos sejam compostos unicamente ou substancialmente por Ações Vinculadas de emissão da Americanas.

“Tributo” significa todos os impostos, contribuições, tarifas ou encargos similares de qualquer natureza, sejam federais, estaduais ou municipais, incluindo taxas de licenciamento, IR (Imposto de Renda), ICMS (Imposto sobre Operações Relativas à Circulação de Mercadorias e Prestações de Serviços), II (Imposto de Importação), IE (Imposto de Exportação), IPI (Imposto sobre Produtos Industrializados), ISS (Imposto sobre Serviços de Qualquer Natureza), IPTU (Imposto sobre a Propriedade Predial e Territorial Urbana), ITR (Imposto Territorial Rural), ITBI (Imposto sobre a Transmissão de Bens Imóveis), ITCMD (Imposto de Transmissão Causa Mortis e Doação), IPVA (Imposto sobre a Propriedade de Veículos Automotores), IOF (Imposto sobre Operações Financeiras), CSLL (Contribuição Social sobre o Lucro Líquido), COFINS (Contribuição para Financiamento da Seguridade Social), PIS (Programa de Integração Social), contribuições previdenciárias e demais contribuições sociais, contribuições de intervenção no domínio econômico e





contribuição de melhoria, bem como outros tributos e contribuições (inclusive aqueles que venham a ser criados, majorados ou instituídos), e incluindo, ainda, todos os juros, penalidades e obrigações acessórias incidentes sobre tais valores.

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Anexo 3.4

Exemplos de Liberação das Ações Vinculadas e Bônus de Subscrição Vinculados

% dos instrumentos sujeitos ao Lock-up	Ações	Bônus de Subscrição	Ações + Bônus de Subscrição
No momento da emissão	33,33%	100,00%	50,00%
Após 6 meses da aprovação do PRJ	26,67%	100,00%	45,00%
Após 12 meses da aprovação do PRJ	20,00%	100,00%	40,00%
Após 18 meses da aprovação do PRJ	13,33%	100,00%	35,00%
Após 24 meses da aprovação do PRJ	6,67%	100,00%	30,00%
Após 30 meses da aprovação do PRJ	0,00%	100,00%	25,00%
Após 36 meses da aprovação do PRJ	0,00%	0,00%	0,00%





Anexo 6.2.6.3

Escritura das Debêntures Americanas

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INSTRUMENTO PARTICULAR DE ESCRITURA DA [VIGÉSIMA] EMISSÃO DE DEBÊNTURES SIMPLES, NÃO CONVERSÍVEIS EM AÇÕES, DA ESPÉCIE QUIROGRAFÁRIA, A SER CONVOLADA NA ESPÉCIE COM GARANTIA REAL, COM GARANTIA ADICIONAL FIDEJUSSÓRIA, EM QUATRO SÉRIES, PARA DISTRIBUIÇÃO PÚBLICA, CONFORME O RITO DE REGISTRO AUTOMÁTICO DE DISTRIBUIÇÃO, DA AMERICANAS S.A. – EM RECUPERAÇÃO JUDICIAL

entre

AMERICANAS S.A. – EM RECUPERAÇÃO JUDICIAL

como Emissora

e

[•]

como Agente Fiduciário, representando a comunhão de Debenturistas

e, ainda, na qualidade de intervenientes anuentes,

B2W DIGITAL LUX S.À.R.L – EM RECUPERAÇÃO JUDICIAL

JSM GLOBAL S.À.R.L – EM RECUPERAÇÃO JUDICIAL

ST IMPORTAÇÕES LTDA. – EM RECUPERAÇÃO JUDICIAL





INSTRUMENTO PARTICULAR DE ESCRITURA DA [VIGÉSIMA] EMISSÃO DE DEBÊNTURES SIMPLES, NÃO CONVERSÍVEIS EM AÇÕES, DA ESPÉCIE QUIROGRAFÁRIA, A SER CONVOLADA NA ESPÉCIE COM GARANTIA REAL, [COM GARANTIA ADICIONAL FIDEJUSSÓRIA], EM QUATRO SÉRIES, PARA DISTRIBUIÇÃO PÚBLICA, [CONFORME O RITO DE REGISTRO AUTOMÁTICO DE DISTRIBUIÇÃO], DA AMERICANAS S.A. – EM RECUPERAÇÃO JUDICIAL

Pelo presente instrumento particular:

AMERICANAS S.A. – EM RECUPERAÇÃO JUDICIAL, sociedade anônima com registro de companhia aberta perante a Comissão de Valores Mobiliários (“CVM”), com sede na cidade do Rio de Janeiro, Estado do Rio de Janeiro, na Rua Sacadura Cabral, 102, Parte, Saúde, CEP 20081-902, inscrita no Cadastro Nacional da Pessoa Jurídica do Ministério da Fazenda (“CNPJ/MF”) sob o nº 00.776.574/0006-60 e na Junta Comercial do Estado do Rio de Janeiro (“JUCERJA”) sob o NIRE 3330029074-5, neste ato representada na forma de seu estatuto social por seu(s) representante(s) legal(is) devidamente autorizado(s) e identificado(s) nas páginas de assinaturas do presente instrumento (“Emissora” ou “Companhia”); e

[•], instituição financeira autorizada a funcionar pelo Banco Central, com sede na cidade de [•], inscrita no CNPJ/MF sob o nº [•], neste ato representada por seu(s) representante(s) legal(is) devidamente autorizado(s) e identificado(s) nas páginas de assinaturas do presente instrumento, na qualidade de representante dos titulares das Debêntures (conforme abaixo definido) (“Agente Fiduciário”);

sendo a Emissora e o Agente Fiduciário doravante designados, em conjunto, como “Partes” e, individual e indistintamente, como “Parte”,

e ainda, na qualidade de intervenientes anuentes,

B2W DIGITAL LUX S.À.R.L – EM RECUPERAÇÃO JUDICIAL, sociedade limitada, sediada em Luxemburgo na 14 Rue Edward Steichen, L-2540 (“B2W”);

JSM GLOBAL S.À.R.L – EM RECUPERAÇÃO JUDICIAL, sociedade limitada, sediada em Luxemburgo na 14 Rue Edward Steichen, L-2540 (“JSM”); e

ST IMPORTAÇÕES LTDA. – EM RECUPERAÇÃO JUDICIAL, sociedade limitada, inscrita no CNPJ/MF sob o nº 02.867.220/0001-42, com sede na ROD SC 281, Galpão 1 e 2, Picada do Sul, São José, Estado de Santa Catarina, (“ST” e, em conjunto com a B2W e a JSM, as “Garantidoras” e, em conjunto com a Emissora, o “Grupo Americanas” ou as “Recuperandas”);

Vêm, por meio desta e na melhor forma de direito, firmar o presente “*Instrumento Particular de Escritura da [Vigésima] Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, a ser Convolada na Espécie com Garantia Real, [com Garantia Adicional Fidejussória], em Quatro Séries, para Distribuição Pública, conforme o Rito de Registro*”





Automático de Distribuição, das Americanas S.A. – em Recuperação Judicial” (“Escritura”), mediante as cláusulas e condições a seguir.

Os termos aqui iniciados em letra maiúscula, estejam no singular ou no plural, terão o significado a eles atribuído nesta Escritura, ainda que posteriormente ao seu uso.

CLÁUSULA I AUTORIZAÇÃO

1.1. Autorização da Emissão e da Constituição da Garantia Fidejussória e da Garantia Real

1.1.1. A presente Escritura é firmada com base nas deliberações do Conselho de Administração da Companhia em reunião realizada em [●] de [●] de 2023 (“RCA”), em conformidade com o disposto no artigo 59 da Lei nº 6.404, de 15 de dezembro de 1976, conforme alterada (“Lei das Sociedades por Ações”), com a Lei nº 6.385, de 7 de dezembro de 1976 (“Lei do Mercado de Valores Mobiliários”) e com a Resolução CVM nº 160, de 13 de julho de 2022 (“Resolução CVM 160”), na qual foram deliberados e aprovados: (i) os termos e condições da Emissão (conforme definido abaixo) e da Oferta (conforme definido abaixo); (ii) a constituição, pela Emissora, da Garantia Real (conforme definido abaixo), em garantia das Obrigações Garantidas (conforme definido abaixo); e (iii) a autorização expressa à diretoria da Emissora para praticar todos os atos, tomar todas as providências e adotar todas as medidas necessárias à formalização, efetivação e administração das deliberações tomadas na RCA, bem como a assinatura de todos e quaisquer documentos relacionados à Emissão e à Oferta, incluindo, mas não se limitando, à Escritura de Emissão, ao Contrato de Distribuição (conforme definido abaixo) e quaisquer aditamentos a tais instrumentos (se necessário), bem como contratar os prestadores de serviço necessários à implementação da Emissão e da Oferta, nos termos do artigo 59 da Lei nº 6.404, de 15 de dezembro de 1976, conforme alterada (“Lei das Sociedades por Ações”), e em conformidade com a Lei nº 6.385, de 7 de dezembro de 1976, conforme alterada, e com a Resolução CVM 160.

1.1.2. Com exceção da RCA, não é necessária nenhuma aprovação dos sócios da ST.¹

CLÁUSULA II REQUISITOS

A [20ª (vigésima)] emissão de debêntures simples, ou seja, não conversíveis em ações, da espécie quirografária, a ser convolada na espécie com garantia real, [com garantia adicional fidejussória], em quatro séries, da Emissora, para distribuição pública, conforme o rito de registro automático de distribuição, nos termos da Resolução CVM 160 (“Emissão”, “Oferta” e “Debêntures”, respectivamente), será realizada com observância dos seguintes requisitos:

¹ **Nota à minuta:** redação a ser confirmada após análise do contrato social da ST. Cláusula usual para limitadas onde a aprovação costuma se dar pela própria assinatura da Escritura.





2.1. Registro Automático na CVM

2.1.1. As Debêntures serão objeto de distribuição pública, estando a Oferta sujeita ao rito automático de registro de oferta pública de distribuição de valores mobiliários, sem necessidade de análise prévia da CVM ou da ANBIMA (conforme definido abaixo), nos termos dos artigos 25, 26, inciso XIV, e demais dispositivos aplicáveis da Resolução CVM 160 e do artigo 19 da Lei do Mercado de Valores Mobiliários e das demais disposições legais, regulamentares e autorregulatórias aplicáveis, por se tratar de oferta pública (i) de debêntures não-conversíveis em ações; e (ii) destinada exclusivamente a credores da Emissora, nos termos do plano de recuperação judicial da Emissora homologado pelo juízo da 4ª Vara Empresarial da Comarca da Capital do Estado do Rio de Janeiro em [●] (“Juízo da Recuperação” e “Plano de Recuperação Judicial”, respectivamente).

2.1.2. Nos termos do artigo 9º, parágrafo 1º, da Resolução CVM 160, e tendo em vista o rito de registro e o público-alvo adotado no âmbito da Oferta, conforme Cláusula 2.1.1 acima, (i) a Oferta foi dispensada da apresentação de prospecto e lâmina para sua realização; (ii) a CVM não realizou análise dos documentos da Oferta, nem de seus termos e condições; e (iii) devem ser observadas as restrições de negociação das Debêntures previstas na Resolução CVM 160 e na Cláusula 2.6.2 abaixo.

2.1.3. Para a concessão do registro de oferta no rito automático, foi realizado o requerimento de registro automático da Oferta, nos termos do artigo 27 da Resolução CVM 160, mediante apresentação de (a) pagamento da taxa de fiscalização; (b) formulário eletrônico de requerimento da oferta preenchido por meio de sistema de registro disponível na página da CVM na rede mundial de computadores, e (c) declaração de que o registro da Emissora se encontra atualizado.

2.2. Arquivamento da RCA na Junta Comercial do Estado do Rio de Janeiro e Publicação da RCA

2.2.1. A ata da RCA será arquivada na JUCERJA e será publicada no jornal [Valor Econômico – Edição Nacional], nos termos da Lei das Sociedades por Ações.

2.2.1.1. A Emissora deverá, após o registro da RCA, enviar ao Agente Fiduciário uma cópia eletrônica (PDF), contendo a chancela de inscrição na JUCERJA no prazo de 5 (cinco) Dias Úteis.

2.3. Registro pela Associação Brasileira das Entidades dos Mercados Financeiro e de Capitais

2.3.1. A Oferta deverá, ainda, ser registrada na Associação Brasileira das Entidades dos Mercados Financeiro e de Capitais (“ANBIMA”) no prazo de até 15 (quinze) dias contados da data de divulgação do anúncio de encerramento da distribuição da Oferta (“Anúncio de Encerramento”), nos termos do artigo 20, inciso I, e artigo 25 do “Código de Ofertas Públicas”.



2.4. Arquivamento desta Escritura de Emissão e de Eventuais Aditamentos na Junta Comercial do Estado do Rio de Janeiro e nos Cartórios de Registro de Títulos e Documentos

2.4.1. Esta Escritura e seus eventuais aditamentos serão arquivados na JUCERJA, conforme disposto no artigo 62, inciso II e parágrafo 3º da Lei das Sociedades por Ações.

2.4.1.1. A Emissora se compromete a enviar ao Agente Fiduciário 1 (uma) via eletrônica (PDF), contendo a chancela de inscrição na JUCERJA desta Escritura e seus eventuais aditamentos devidamente registrados na JUCERJA, no prazo de até 5 (cinco) Dias Úteis após a obtenção dos referidos registros.

2.4.2. Adicionalmente, nos termos do artigo 129 da Lei nº 6.015, de 31 de dezembro de 1973, conforme alterada, em virtude da Garantia Fidejussória (conforme abaixo definida), a Emissora deverá, ainda, apresentar a presente Escritura de Emissão e seus eventuais aditamentos para registro, no prazo de até 5 (cinco) Dias Úteis contados da data de assinatura da presente Escritura de Emissão e/ou de seus eventuais aditamentos, conforme o caso, nos Cartórios de Registro de Títulos e Documentos das sedes da Emissora, do Agente Fiduciário e da ST ("Cartórios Competentes"). A Emissora deverá obter o registro desta Escritura de Emissão e de seus eventuais aditamentos nos Cartórios Competentes no prazo de [20] ([vinte]) dias contados da assinatura, prorrogáveis por [30] ([trinta]) dias exclusivamente em caso de processo de registro ou recebimento de exigências pelos Cartórios Competentes e desde que a Emissora esteja atendendo de forma tempestiva as eventuais exigências formuladas.

2.4.2.1. A Emissora compromete-se a enviar ao Agente Fiduciário 1 (uma) cópia eletrônica (PDF) contendo a chancela digital de registro e 1 (uma) via original desta Escritura de Emissão e eventuais aditamentos, por parte dos Cartórios Competentes, no prazo de até 5 (cinco) Dias Úteis contados da data de registro pelo respectivo Cartório Competente.

2.5. Constituição da Garantia Real

2.5.1. Nos termos da Cláusula 4.16 abaixo, a Garantia Real será devidamente constituída no prazo de até [12] ([doze]) [meses] contados da data de homologação do Plano de Recuperação Judicial, mediante cumprimento das condições e formalidades previstas no Contrato de Garantia Real, incluindo o registro do Contrato de Garantia Real nos Cartórios de Registro de Títulos e Documentos competentes localizados nos domicílios de cada uma das partes do Contrato de Garantia Real ("Cartórios Competentes – Garantia Real") e as averbações nos livros de registro aplicáveis, nos termos de referidos instrumentos.

2.5.1.1. A Emissora deverá (i) obter o registro do Contrato de Garantia Real ou de seus eventuais aditamentos perante os Cartórios Competentes – Garantia Real no prazo de até [20] ([vinte]) dias contados da data de sua assinatura, observado o prazo para sua constituição previsto na Cláusula 2.5.1 acima e na Cláusula 4.16 abaixo; e (ii) enviar ao Agente Fiduciário, em até 2 (dois) Dias Úteis contados da data do efetivo registro e/ou averbação, a cópia





eletrônica (pdf.) devidamente registrada ou averbada nos Cartórios Competentes – Garantia Real.

2.6. Depósito para Distribuição e Negociação

2.6.1. As Debêntures serão depositadas para:

(a) distribuição no mercado primário por meio do MDA – Módulo de Distribuição de Ativos (“MDA”), administrado e operacionalizado pela B3 S.A. – Brasil, Bolsa, Balcão – Balcão B3 (“B3”), sendo a distribuição liquidada financeiramente por meio da B3; e

(b) negociação no mercado secundário por meio do CETIP21 – Títulos e Valores Mobiliários, administrado e operacionalizado pela B3, sendo as negociações liquidadas financeiramente e as Debêntures custodiadas eletronicamente na B3.

2.6.2. Não obstante o disposto na Cláusula 2.6.1 acima, as Debêntures somente poderão ser negociadas no mercado secundário: (i) por Investidores Profissionais (conforme definido abaixo); (ii) por Investidores Qualificados (conforme definido abaixo), após decorridos 6 (seis) meses contados da data de encerramento da Oferta, nos termos do artigo 86, inciso VI, alínea “a”, item 1, da Resolução CVM 160; e (iii) pelo público em geral após decorrido 1 (um) ano contado da data de encerramento da Oferta, nos termos do artigo 86, inciso VI, alínea “a”, item 2, da Resolução CVM 160.

2.6.3. Nos termos da Resolução CVM nº 30, de 11 de maio de 2021, (“Resolução CVM 30”), e para fins da Oferta, serão considerados:

“Investidores Profissionais”: (i) instituições financeiras e demais instituições autorizadas a funcionar pelo Banco Central do Brasil; (ii) companhias seguradoras e sociedades de capitalização; (iii) entidades abertas e fechadas de previdência complementar; (iv) pessoas naturais ou jurídicas que possuam investimentos financeiros em valor superior a R\$ 10.000.000,00 (dez milhões de reais) e que, adicionalmente, atestem por escrito sua condição de investidor profissional mediante termo próprio, de acordo com o artigo 11 da Resolução CVM 30; (v) fundos de investimento; (vi) clubes de investimento, desde que tenham a carteira gerida por administrador de carteira de valores mobiliários autorizado pela CVM; (vii) agentes autônomos de investimento, administradores de carteira, analistas e consultores de valores mobiliários autorizados pela CVM, em relação a seus recursos próprios; e (viii) investidores não residentes; e

“Investidores Qualificados”: (i) Investidores Profissionais; (ii) pessoas naturais ou jurídicas que possuam investimentos financeiros em valor superior a R\$ 1.000.000,00 (um milhão de reais) e que, adicionalmente, atestem por escrito sua condição de investidor qualificado mediante termo próprio, de acordo com o artigo 12 da Resolução CVM 30; (iii) as pessoas naturais que tenham sido aprovadas em exames de qualificação técnica ou possuam certificações aprovadas pela CVM como requisitos para o registro de agentes autônomos de investimento, administradores de carteira, analistas e consultores de valores mobiliários, em relação a seus





recursos próprios; e (iv) clubes de investimento, desde que tenham a carteira gerida por um ou mais cotistas, que sejam investidores qualificados.

2.6.4. Os regimes próprios de previdência social instituídos pela União, pelos Estados, pelo Distrito Federal ou por Municípios são considerados Investidores Profissionais ou Investidores Qualificados apenas se reconhecidos como tais conforme regulamentação específica do Ministério da Previdência Social.

2.7. Divulgação dos Documentos e Informações da Oferta

2.7.1. As divulgações das informações da Oferta, devem ser feitas, com destaque e sem restrições de acesso, na página da rede mundial de computadores: (a) da Emissora; (b) dos Coordenadores; (c) da B3; e (d) da CVM. Adicionalmente, a critério dos Coordenadores, a divulgação poderá ser feita em quaisquer outros meios que entenderem necessários para atender os fins da Oferta, observados os termos da Resolução 160.

CLÁUSULA III CARACTERÍSTICAS DA EMISSÃO

3.1. Número da Emissão

3.1.1. A Emissão objeto da presente Escritura constitui a [20ª (vigésima)] emissão de debêntures da Emissora.

3.2. Valor Total da Emissão

3.2.1. O valor total da Emissão é de R\$ [1.875.000.000,00]² ([um bilhão, oitocentos e setenta e cinco milhões de Reais]), observado o previsto na Cláusula [6.2.6.3] do PRJ, na Data de Emissão ("Valor Total da Emissão"), sendo que a Primeira Série (conforme definida abaixo) terá o volume de R\$ [●] ([●]), a Segunda Série (conforme definida abaixo) terá o volume de R\$ [●] ([●]), a Terceira Série (conforme definida abaixo) terá o volume de R\$ [●] ([●]) e a Quarta Série (conforme definida abaixo) terá o volume de R\$ [●] ([●]).

3.3. Número de Séries

3.3.1. A Emissão será realizada em quatro séries ("Primeira Série", "Segunda Série", "Terceira Série" e "Quarta Série", cada uma, individualmente "Série" e, em conjunto, "Séries").

3.4. Finalidade

3.4.1. Considerando que as Debêntures serão integralizadas com créditos, essa Emissão tem por finalidade entregar novos títulos para os credores, conforme os termos e condições do Plano de Recuperação Judicial das Recuperandas.

² Valor final a ser calculado nos termos do PRJ



3.4.2. As Debêntures serão integralizadas à vista, mediante entrega, pelos Debenturistas, dos créditos em valor proporcional de sua titularidade contra as Recuperandas (na qualidade de devedoras principais ou garantidoras de tais créditos), de acordo com o definido no Plano de Recuperação Judicial, na Data de Integralização (“Créditos em Recuperação Judicial”).

3.5. Colocação e Procedimento de Distribuição

3.5.1. As Debêntures serão objeto de distribuição pública, a ser registrada sob o rito automático de distribuição, sem necessidade de análise prévia da CVM ou da ANBIMA, nos termos da Resolução CVM 160, com a intermediação de instituições financeiras integrantes do sistema de distribuição de valores mobiliários (“Coordenadores”), nos termos do “[•]”, a ser celebrado entre a Emissora e os Coordenadores (“Contrato de Distribuição”).

3.6. Plano de Distribuição

3.6.1. O plano de distribuição será organizado pelos Coordenadores e seguirá os procedimentos descritos no artigo 49 da Resolução CVM 160 e no Contrato de Distribuição, tendo como público-alvo exclusivamente credores da Emissora, nos termos do Plano de Recuperação Judicial, conforme previsto no artigo 26, inciso XIV da Resolução CVM 160 (“Plano de Distribuição”).

3.6.2. [Não será admitida a distribuição parcial das Debêntures.]

3.7. Banco Liquidante e Escriturador

3.7.1. O banco liquidante da presente Emissão é o [•], [•] (“Banco Liquidante”).

3.7.2. O escriturador da presente Emissão é o [•], instituição financeira com sede na [•], inscrita no CNPJ/MF sob o nº [•] (“Escriturador”).

3.7.3. O Escriturador será responsável por efetuar a escrituração das Debêntures, entre outras atribuições descritas nas normas da B3.

3.8. Objeto Social da Emissora

3.8.1. De acordo com o Estatuto Social da Emissora atualmente em vigor, o objeto social da Emissora compreende (i) o comércio varejista e atacadista em geral, incluindo produtos alimentícios, bebidas e fumo, no País e/ou no exterior, de quaisquer bens e produtos, podendo importar ou exportar de e para quaisquer países, podendo, ainda, utilizar meios eletrônicos para divulgação e/ou comercialização de seus produtos, em especial, a Internet, sem restrição a outros meios (telemarketing, televendas, TV, canais comuns de comércio, catálogos, lojas físicas, supermercados, lanchonetes, lojas de conveniência, etc.), incluindo, ainda, a operação de franquias; (ii) fabricação, industrialização, e manipulação de produtos de carnes, peixes, derivados e quaisquer alimentos e pratos prontos; (iii) prestar serviços de operação logística,



compreendendo o armazenamento, gestão de estoques em depósitos próprios ou de terceiros, inclusive armazém geral; (iv) prestar serviços de assistência técnica, mercadológica, financeira, administrativa, de publicidade, de marketing e de merchandising, bem como promover marketing relacionado às empresas operantes em áreas afins ou não, de correspondente bancário, financiamento a clientes, recarga de aparelhos de telefonia móvel, de estacionamento rotativo e outros relacionados, direta ou indiretamente; (v) participar de outras sociedades, comerciais e civis, como sócia ou acionista, no País ou no exterior; (vi) promover a intermediação e distribuição de ingressos, passagens e tickets para atrações públicas, parques temáticos, teatros, shows e outros eventos destinados ao público, de caráter cultural ou não, transportes e outros similares ou não, excluindo-se pules de apostas, tickets de jogo ou similares, nacionais ou não; (vii) promover e intermediar a distribuição de produtos da indústria cinematográfica, nacional ou internacional, bem como a comercialização de músicas via arquivo eletrônico, de artistas nacionais ou internacionais; (viii) representar empresas detentoras de softwares para visualização de imagens, sons e outros através de intermediação de downloads (cópias) não gratuitas; (ix) agir como representante de vendas de empresas diversas, utilizando-se do canal tecnológico desenvolvido para comércio eletrônico (e-commerce), ou ainda outro que pratique normalmente; (x) programadora de comunicação eletrônica de massa por assinatura, programadora de canal de televendas ou infomerciais; (xi) serviços de informática e congêneres; (xii) prestação de serviços de logística e transporte de carga em geral para toda a cadeia de suprimento por quaisquer meios, incluindo o transporte aéreo, aquaviário e rodoviário no âmbito municipal, estadual, interestadual e internacional, atuando inclusive como operador multimodal – OTM; (xiii) produção de conteúdo e filmes em estúdios cinematográficos, bem como reprodução de textos, desenhos e outros materiais, incluindo, ainda, a prestação de serviços para terceiros, de propaganda e publicidade; (xiv) atividades de apoio à educação, incluindo a comercialização de cursos online; (xv) comercialização de produtos farmacêuticos, medicamentos, saneantes, cosméticos, perfumaria, bem como produtos médicos e acessórios; (xvi) comercialização de artigos para animais, rações, acessórios, produtos de uso veterinário, produtos “pet”; (xvii) comercialização de artigos de floricultura, hortícolas, frutícolas e acessórios; e (xviii) atividades de impressão em geral, incluindo serviços de fotocópias e impressão de fotografias.

CLÁUSULA IV CARACTERÍSTICAS DAS DEBÊNTURES

4.1. Características Básicas

4.1.1. **Data de Emissão:** Para todos os fins de direito e efeitos, a data de emissão das Debêntures será o dia [•] de [•] de 2023 (“Data de Emissão”).

4.1.2. **Conversibilidade:** As Debêntures serão simples, ou seja, não conversíveis em ações de emissão da Emissora.

4.1.3. **Espécie:** As Debêntures serão da espécie quirografária, a ser convolada na espécie com garantia real, nos termos do artigo 58 da Lei das Sociedades por Ações. As Debêntures contarão, ainda, com garantia fidejussória adicional.



4.1.3.1. As Debêntures passarão automaticamente a ser da espécie com garantia real, com garantia adicional fidejussória, nos termos do artigo 58, caput, da Lei das Sociedades por Ações, quando o Contrato de Garantia Real (conforme abaixo definido) estiver registrado perante a totalidade dos Cartórios Competentes – Garantia Real pertinentes, bem como nos respectivos livros de ações nominativas, conforme aplicável.

4.1.3.2. As Partes estão, desde já, autorizadas e obrigadas a celebrar aditamento a esta Escritura, no prazo de até 5 (cinco) Dias Úteis contados da ocorrência do evento mencionado na Cláusula 4.1.3.1 acima, sem necessidade de realização de Assembleia Geral de Debenturistas (conforme abaixo definido) ou qualquer outro ato societário da Emissora, exclusivamente para formalizar a convocação da espécie das Debêntures de quirografia, com garantia adicional fidejussória, para a espécie com garantia real, com garantia adicional fidejussória. A B3 deverá ser informada imediatamente pela Emissora sobre a realização da referida convocação, com a finalidade de atualizar seu sistema, bem como deverá receber cópia do aditamento. Cada Debenturista, ao subscrever as Debêntures, estará automaticamente declarando-se ciente e de acordo com a celebração do aditamento ora referido.

4.1.4. **Tipo e Forma:** As Debêntures serão nominativas e escriturais, sem emissão de cautelas ou certificados.

4.1.5. **Prazo e Data de Vencimento:** Ressalvadas as hipóteses de liquidação antecipada das Debêntures resultante do seu resgate antecipado ou vencimento antecipado, nos termos desta Escritura e/ou do Plano de Recuperação Judicial, (i) as Debêntures da Primeira Série e as Debêntures da Segunda Série terão prazo de vencimento de 4 (quatro) anos a contar da Data de Emissão, com vencimento final previsto para [●] de [●] de 2028 ("Data de Vencimento da Primeira Série") e "Data de Vencimento da Segunda Série", respectivamente); e (ii) as Debêntures da Terceira Série e as Debêntures da Quarta Série terão prazo de vencimento de 5 (cinco) anos a contar da Data de Emissão, com vencimento final previsto para [●] de [●] de 2029 ("Data de Vencimento da Terceira Série") e "Data de Vencimento da Quarta Série", respectivamente e, em conjunto com a Data de Vencimento da Primeira Série, Data de Vencimento da Segunda Série e a Data de Vencimento da Terceira Série, a "Data de Vencimento").

4.1.6. **Valor Nominal Unitário:** O valor nominal unitário das Debêntures será de R\$ [●] ([●]), na Data de Emissão ("Valor Nominal Unitário").

4.1.7. **Quantidade de Debêntures:** Serão emitidas [●] ([●]) debêntures, observada, em qualquer hipótese a quantidade de (i) [●] ([●]) Debêntures na Primeira Série ("Debêntures da Primeira Série"); (ii) [●] ([●]) Debêntures na Segunda Série ("Debêntures da Segunda Série"); (iii) [●] ([●]) Debêntures na Terceira Série ("Debêntures da Terceira Série"); e (iv) [●] ([●]) Debêntures na Quarta Série ("Debêntures da Quarta Série") e, em conjunto com as Debêntures da Primeira Série, as Debêntures da Segunda Série e as Debêntures da Terceira Série, as "Debêntures").

4.2. Remuneração



4.2.1. Atualização Monetária das Debêntures:

4.2.1.1. Debêntures da Primeira Série e Debêntures da Terceira Série. O Valor Nominal Unitário ou o saldo do Valor Nominal Unitário, conforme o caso, das Debêntures da Primeira Série e das Debêntures da Terceira Série não serão atualizados monetariamente.

4.2.1.2. Debêntures da Segunda Série e Debêntures da Quarta Série. O Valor Nominal Unitário ou o saldo do Valor Nominal Unitário, conforme o caso, das Debêntures da Segunda Série e das Debêntures da Quarta Série serão atualizados monetariamente pelo fator de variação da cotação de fechamento da taxa de venda de Dólares dos Estados Unidos da América, disponível no Sistema de Informações do Banco Central – SISBACEN, por meio do Sistema PTAX, conforme divulgada na página do Banco Central na rede mundial de computadores (<https://www.bcb.gov.br/estabilidade/financeira/historicocotacoes>), na opção “Cotações e Boletins – Cotações de fechamento de todas as moedas em uma data”, que será utilizada com 4 (quatro) casas decimais, de [2 (dois) Dias Úteis] imediatamente anteriores à data de referência (“Taxa Cambial”), desde a Data de Emissão até a data de seu efetivo pagamento, sendo o produto da atualização incorporado automaticamente ao Valor Nominal Unitário ou saldo do Valor Nominal Unitário, conforme o caso. O Valor Nominal Unitário ou saldo do Valor Nominal Unitário das Debêntures da Segunda Série e das Debêntures da Quarta Série, atualizado pela Taxa Cambial (“Valor Nominal Unitário Atualizado”), será calculado de acordo com a seguinte fórmula:

$$VNA = VNU \times C$$

Onde:

VNA = Valor Nominal Unitário Atualizado, calculado com 8 (oito) casas decimais, sem arredondamento;

VNU = Valor Nominal Unitário ou saldo do Valor Nominal Unitário das Debêntures, conforme o caso, informado/calculado com 8 (oito) casas decimais, sem arredondamento;

C = fator resultante da variação da Taxa Cambial, calculado com 8 (oito) casas decimais, sem arredondamento, apurado da seguinte forma:

$$C = US_n / US_0$$

Onde:

US_n = Taxa Cambial de [2 (dois) Dias Úteis] imediatamente anteriores à data de referência, seja esta uma data de incorporação de Juros Remuneratórios, pagamento de Juros Remuneratórios ou amortização, informado com 4 (quatro) casas decimais;



US₀ = Taxa Cambial de (i) [2 (dois) Dias Úteis] imediatamente anteriores à última data de amortização, incorporação ou pagamento (ou seja, o “US_n” do período anterior); ou (ii) a Taxa de Câmbio Conversão, conforme definida no Plano de Recuperação Judicial da Emissora, o que ocorrer por último, informado com 4 (quatro) casas decimais.

4.2.1.2.1. Indisponibilidade Temporária, Extinção, Limitação e/ou Não Divulgação da Taxa Cambial. Serão aplicáveis as disposições abaixo em caso de indisponibilidade temporária, extinção, limitação e/ou não divulgação da Taxa Cambial.

4.2.1.2.2. Observado o disposto nas Cláusulas 4.2.1.2.3. e 4.2.1.2.4. abaixo se, quando do cálculo de quaisquer obrigações pecuniárias relativas às Debêntures previstas nesta Escritura de Emissão, a Taxa Cambial não estiver disponível, a Taxa Cambial será aquela divulgada no 3º (terceiro) Dia Útil imediatamente anterior à respectiva data de cálculo, não sendo devidas quaisquer compensações financeiras, multas ou penalidades entre a Emissora, as Recuperandas e/ou os Debenturistas quando da divulgação posterior da Taxa Cambial.

4.2.1.2.3. Na ausência de apuração e/ou divulgação pelo Banco Central da Taxa Cambial por prazo superior a 30 (trinta) dias após a data esperada para sua divulgação, será aplicada automaticamente no lugar da Taxa Cambial a média da cotação da taxa de venda do Dólar dos Estados Unidos da América junto a 3 (três) bancos brasileiros escolhidos por meio de Assembleia Geral de Debenturistas com quórum de, no mínimo, 50% (cinquenta por cento) das Debêntures em Circulação, em primeira ou segunda convocação não sendo devidas quaisquer compensações financeiras, multas ou penalidades entre a Emissora, as Recuperandas e/ou os Debenturistas quando da divulgação posterior da Taxa Cambial.

4.2.2. Juros Remuneratórios das Debêntures: Sobre o Valor Nominal Unitário (para as Debêntures da Primeira Série e as Debêntures da Terceira Série), Valor Nominal Unitário Atualizado (para as Debêntures da Segunda Série e as Debêntures da Quarta Série), saldo do Valor Nominal Unitário das Debêntures (para as Debêntures da Primeira Série e as Debêntures da Terceira Série) ou saldo do Valor Nominal Unitário Atualizado das Debêntures (para as Debêntures da Segunda Série e as Debêntures da Quarta Série), conforme o caso, (i) das Debêntures da Primeira Série e das Debêntures da Terceira Série, incidirão em cada Período de Capitalização, nos termos da Cláusula 4.2.7, juros remuneratórios correspondentes à variação acumulada de 128% (cento e vinte oito por cento) das taxas médias diárias do DI de um dia, “over extra-grupo”, expressas na forma percentual ao ano-base de 252 (duzentos e cinquenta e dois) Dias Úteis, calculadas e divulgadas diariamente pela B3 S.A. – Brasil, Bolsa, Balcão (“Taxa DI”); e (ii) das Debêntures da Segunda Série e das Debêntures da Quarta Série incidirão em cada Período de Capitalização, nos termos da Cláusula 4.2.7, juros remuneratórios correspondentes a 8,35% (oito inteiros e trinta e cinco centésimos por cento) ao ano, base 360 (trezentos e sessenta) dias corridos (“Juros Remuneratórios”).

4.2.2.1. Observada a periodicidade prevista na Cláusula 4.4.1 abaixo, os Juros Remuneratórios serão pagos nas respectivas Datas de Pagamento dos Juros Remuneratórios ressalvadas as hipóteses de amortização extraordinária, prevista na Cláusula 6.1 abaixo, ou liquidação





antecipada das Debêntures resultante do seu resgate antecipado ou vencimento antecipado, nos termos desta Escritura e/ou do Plano de Recuperação Judicial.

4.2.2.2. Os Juros Remuneratórios serão calculados pela seguinte fórmula:

Para Primeira e Terceira Séries: $J = VNe \times (C - 1)$

Para Segunda e Quarta Séries: $J = VNe \times T$

onde:

J = valor unitário dos Juros Remuneratórios devido ao final do Período de Capitalização (conforme abaixo definido), calculado com 8 (oito) casas decimais, sem arredondamento.

VNe = Valor Nominal Unitário (para as Debêntures da Primeira Série e as Debêntures da Terceira Série), Valor Nominal Unitário Atualizado (para as Debêntures da Segunda Série e as Debêntures da Quarta Série), saldo do Valor Nominal Unitário das Debêntures (para as Debêntures da Primeira Série e as Debêntures da Terceira Série) ou saldo do Valor Nominal Unitário Atualizado das Debêntures (para as Debêntures da Segunda Série e as Debêntures da Quarta Série), informado/calculado com 8 (oito) casas decimais, sem arredondamento.

T = Juros Remuneratórios das Debêntures da Segunda Série e das Debêntures da Quarta Série = $8,35\% \times (DP / 360)$, sendo DP o número de dias corridos no respectivo Período de Capitalização (conforme definido abaixo)

C = produtório da Taxa DI, com uso de percentual aplicado, da data de início do Período de Capitalização, inclusive, até a data de cálculo, exclusive, calculado com 8 (oito) casas decimais, com arredondamento, apurado da seguinte forma:

$$C = \prod_{k=1}^n \left(1 + TDI_k \times \frac{p}{100} \right)$$

onde:

n = número total de Taxas DI, consideradas na atualização do ativo, sendo "n" um número inteiro.

p = percentual aplicado sobre a taxa DI, informado com 2 (duas) casas decimais.

TDI_k = Taxa DI, expressa ao dia, calculada com 8 (oito) casas decimais com arredondamento, apurada da seguinte forma:



$$TDI_k = \left(\frac{DI_k}{100} + 1 \right)^{\frac{1}{252}} - 1$$

onde:

DI_k = Taxa DI, divulgada pela B3, válida por 1 (um) dia útil (overnight), utilizada com 2 (duas) casas decimais;

4.2.3. A Taxa DI deverá ser utilizada considerando idêntico número de casas decimais divulgado pelo órgão responsável pelo seu cálculo.

4.2.4. Observado o disposto abaixo, se, a qualquer tempo durante a vigência das Debêntures, não houver divulgação da Taxa DI, será aplicada a última Taxa DI disponível até o momento para cálculo dos Juros Remuneratórios, não sendo devidas quaisquer compensações entre a Emissora e os Debenturistas quando da divulgação posterior da Taxa DI que seria aplicável.

4.2.5. Caso a Taxa DI deixe de ser divulgada por prazo superior a 30 (trinta) dias, ou caso seja extinta, ou haja a impossibilidade legal de aplicação da Taxa DI para cálculo dos Juros Remuneratórios, a Emissora deverá, no prazo máximo de até 5 (cinco) dias úteis a contar do final do prazo de 30 (trinta) dias acima mencionado ou do evento de extinção ou inaplicabilidade, conforme o caso, convocar Assembleia Geral de Debenturistas, na forma e nos prazos estipulados nesta Escritura, a qual terá como objeto a deliberação pelos Debenturistas, de comum acordo com a Emissora, do novo parâmetro de remuneração das Debêntures, parâmetro este que deverá preservar o valor real e os mesmos níveis de remuneração. Caso não haja acordo sobre o novo parâmetro de remuneração entre a Emissora e os Debenturistas representando, no mínimo, 50% (cinquenta por cento) das Debêntures em Circulação em primeira ou segunda convocação, a Emissora deverá adquirir a totalidade das Debêntures em circulação, no prazo máximo de 30 (trinta) dias corridos contados da data de encerramento da respectiva Assembleia Geral de Debenturistas ou em prazo superior que venha a ser definido em comum acordo em referida assembleia, pelo seu Valor Nominal Unitário (para as Debêntures da Primeira Série e as Debêntures da Terceira Série), Valor Nominal Unitário Atualizado (para as Debêntures da Segunda Série e as Debêntures da Quarta Série), saldo do Valor Nominal Unitário das Debêntures (para as Debêntures da Primeira Série e as Debêntures da Terceira Série) ou saldo do Valor Nominal Unitário Atualizado das Debêntures (para as Debêntures da Segunda Série e as Debêntures da Quarta Série), conforme o caso, acrescido dos Juros Remuneratórios da respectiva Série devidos até a data da efetiva aquisição, calculada *pro rata temporis*, a partir da Data de Emissão. As Debêntures adquiridas nos termos deste item serão canceladas pela Emissora. Nesta alternativa, para cálculo dos Juros Remuneratórios das Debêntures da respectiva Série a serem adquiridas, para cada dia do período em que a ausência de taxas, será utilizada a última Taxa DI divulgada oficialmente.

4.2.6. Para fins da presente Escritura, a expressão “Dia(s) Útil(eis)” significa qualquer dia, exceção feita aos sábados, domingos e feriados declarados nacionais.



4.2.7. Para fins da presente Escritura, a expressão “Período de Capitalização” significa (i) o intervalo de tempo que se inicia na Data de Emissão (inclusive), e conclui 8 (oito) trimestres após a Data de Emissão, no caso do primeiro Período de Capitalização; ou (ii) na Data de Pagamento dos Juros Remuneratórios da respectiva Série imediatamente anterior (inclusive), no caso dos demais Períodos de Capitalização, e termina na Data de Pagamento dos Juros Remuneratórios da respectiva Série correspondente ao Período de Capitalização em questão (exclusive). Cada Período de Capitalização sucede o anterior sem solução de continuidade, até a Data de Vencimento da respectiva série. Para que não restem dúvidas, ao final do primeiro Período de Capitalização, os Juros Remuneratórios serão adicionados ao Valor Nominal Unitário (para as Debêntures da Primeira Série e as Debêntures da Terceira Série), Valor Nominal Unitário Atualizado (para as Debêntures da Segunda Série e as Debêntures da Quarta Série), saldo do Valor Nominal Unitário das Debêntures (para as Debêntures da Primeira Série e as Debêntures da Terceira Série) ou saldo do Valor Nominal Unitário Atualizado das Debêntures (para as Debêntures da Segunda Série e as Debêntures da Quarta Série), conforme o caso.

4.2.8. Os pagamentos decorrentes das Debêntures da Segunda Série e das Debêntures da Quarta Série, incluindo amortização do Valor Nominal Unitário e Juros Remuneratórios, serão efetuados sem dedução ou retenção de quaisquer tributos e/ou outros encargos semelhantes impostos ou cobrados pelo governo brasileiro (“Tributos”). Caso, por força de lei ou regulamentação, seja necessária a dedução ou retenção de quaisquer valores relacionados a Tributos, ou se for exigido que qualquer Tributo seja pago pela Emissora sobre as quantias devidas em virtude das Debêntures da Segunda Série e/ou das Debêntures da Quarta Série, a Emissora deverá pagar aos respectivos Debenturistas da Segunda Série e da Quarta Série, valores adicionais (*gross up*), de forma a assegurar que o valor líquido recebido pelos Debenturistas, após tais deduções, retenções ou pagamentos seja equivalente ao valor que seria recebido caso tais deduções, retenções ou pagamentos não ocorressem.

4.3. Periodicidade de Amortização do Valor Nominal Unitário

4.3.1. Ressalvadas as hipóteses de amortização extraordinária, prevista na Cláusula 6.1 abaixo, ou de liquidação antecipada das Debêntures resultante do seu resgate antecipado ou vencimento antecipado, nos termos desta Escritura e/ou do Plano de Recuperação Judicial, o saldo do Valor Nominal Unitário das Debêntures (para as Debêntures da Primeira Série e as Debêntures da Terceira Série) ou o saldo do Valor Nominal Unitário Atualizado das Debêntures (para as Debêntures da Segunda Série e as Debêntures da Quarta Série), será integralmente amortizado da seguinte forma:

- (i) Em relação às Debêntures da Primeira Série, em uma única parcela, na Data de Vencimento da Primeira Série, ou seja, em [•] de [•] de 2028.
- (ii) Em relação às Debêntures da Segunda Série, em uma única parcela, na Data de Vencimento da Segunda Série, ou seja, [•] de [•] de 2028.



(iii) Em relação às Debêntures da Terceira Série, em uma única parcela, na Data de Vencimento da Terceira Série, ou seja, em [•] de [•] de 2029.

(iv) Em relação às Debêntures da Quarta Série, em uma única parcela, na Data de Vencimento da Quarta Série, ou seja, [•] de [•] de 2029.

4.4. Periodicidade de Pagamento dos Juros Remuneratórios

4.4.1. Ressalvadas as hipóteses de resgate antecipado e amortização extraordinária, previstas na Cláusula VI abaixo, e vencimento antecipado, nos termos desta Escritura, os valores relativos aos Juros Remuneratórios de cada Série deverão ser pagos da seguinte forma:

(i) Em relação às Debêntures da Primeira Série e às Debêntures da Segunda Série, trimestralmente e, sempre no dia [•], sendo o primeiro pagamento dos Juros Remuneratórios da Primeira Série e dos Juros Remuneratórios da Segunda Série devidos 27 (vinte e sete) meses após a Data de Emissão (inclusive) e o último na Data de Vencimento da Primeira Série e na Data de Vencimento da Segunda Série, respectivamente, de acordo com o cronograma previsto abaixo (cada uma dessas datas de pagamento, uma “Data de Pagamento dos Juros Remuneratórios da Primeira Série” ou “Data de Pagamento dos Juros Remuneratórios da Segunda Série”, conforme o caso):

Parcela	Data de Pagamento dos Juros Remuneratórios do Valor Nominal Unitário das Debêntures da Primeira Série e das Debêntures da Segunda Série
1ª	[•]
2ª	[•]
3ª	[•]
4ª	[•]
5ª	[•]
6ª	[•]
7ª	[•]
8ª	Data de Vencimento da Primeira Série / Data de Segunda da Primeira Série

(ii) Em relação às Debêntures da Terceira Série e às Debêntures da Quarta Série, trimestralmente e, sempre no dia [•], sendo o primeiro pagamento dos Juros Remuneratórios da Terceira Série e dos Juros Remuneratórios da Quarta Série devidos 27 (vinte e sete) meses após a primeira Data de Emissão (inclusive) e o último na Data de Vencimento da Terceira Série e Data de Vencimento da Quarta Série, respectivamente, de acordo com o cronograma previsto abaixo (cada uma dessas datas de pagamento, uma “Data de Pagamento dos Juros”



Remuneratórios da Terceira Série” ou “Data de Pagamento dos Juros Remuneratórios da Quarta Série”, conforme o caso):

Parcela	Data de Pagamento dos Juros Remuneratórios do Valor Nominal Unitário das Debêntures da Terceira Série e das Debêntures da Quarta Série
1ª	[•]
2ª	[•]
3ª	[•]
4ª	[•]
5ª	[•]
6ª	[•]
7ª	[•]
8ª	[•]
9ª	[•]
10ª	[•]
11ª	[•]
12ª	Data de Vencimento da Terceira Série / Data de Vencimento da Quarta Série

4.5. Local de Pagamento

4.5.1. Os pagamentos a que fizerem jus as Debêntures serão efetuados pela Emissora no respectivo vencimento utilizando-se, conforme o caso: (a) os procedimentos adotados pela B3, para as Debêntures custodiadas eletronicamente na B3; e/ou (b) os procedimentos adotados pelo Escrirador, para as Debêntures que não estejam custodiadas eletronicamente na B3 (“Local de Pagamento”).

4.5.2. Farão jus ao recebimento de qualquer valor devido aos Debenturistas nos termos desta Escritura aqueles que sejam Debenturistas ao final do Dia Útil imediatamente anterior à respectiva Data de Pagamento dos Juros Remuneratórios.

4.6. Prorrogação dos Prazos

4.6.1. Considerar-se-ão prorrogados os prazos referentes ao pagamento de qualquer obrigação até o 1º (primeiro) Dia Útil subsequente, se a Data de Pagamento dos Juros Remuneratórios coincidir com dia em que não houver expediente bancário no local de pagamento das Debêntures, ressalvados os casos cujos pagamentos devam ser realizados por meio da B3, hipótese em que somente haverá prorrogação quando a data de pagamento coincidir com feriado declarado nacional, sábado ou domingo.



4.7. Encargos Moratórios

4.7.1. Sem prejuízo dos Juros Remuneratórios, e observado ainda o disposto na Cláusula VII desta Escritura, ocorrendo atraso imputável à Emissora no pagamento de qualquer quantia devida aos Debenturistas, o valor em atraso ficará sujeito, independentemente de aviso, interpelação ou notificação judicial ou extrajudicial, a: (a) multa moratória convencional, irredutível e de natureza não compensatória, de 2% (dois por cento) sobre o valor devido e não pago; e (b) juros de mora calculados *pro rata temporis* desde a data do inadimplemento financeiro até a data do efetivo pagamento, à taxa de 1% (um por cento) ao mês sobre o montante devido e não pago, além das despesas incorridas para cobrança (“Encargos Moratórios”).

4.8. Decadência dos Direitos aos Acréscimos

4.8.1. O não comparecimento do Debenturista para receber o valor correspondente a quaisquer das obrigações pecuniárias da Emissora, nas datas previstas nesta Escritura, ou em comunicado publicado pela Emissora, não lhe dará direito ao recebimento de Juros Remuneratórios e/ou encargos moratórios no período relativo ao atraso no recebimento, sendo-lhe, todavia, assegurados os direitos adquiridos até a data do respectivo vencimento.

4.9. Preço de Subscrição e Forma de Subscrição e Integralização

4.9.1. As Debêntures de cada Série serão subscritas e integralizadas, no mercado primário, em uma única data, pelo seu Valor Nominal Unitário (“Data de Integralização”), de acordo com as normas de liquidação aplicáveis à B3 (“Preço de Subscrição”).

4.9.2. As Debêntures poderão ser subscritas com ágio ou deságio a ser definido no ato de subscrição das Debêntures, sendo certo que, caso aplicável, o ágio ou deságio será o mesmo para todas as Debêntures integralizadas em uma mesma data, observado o disposto a esse respeito no Contrato de Distribuição.

4.10. Repactuação

4.10.1. Não haverá repactuação das Debêntures.

4.11. Publicidade

4.11.1. Sem prejuízo de observar o disposto no artigo 13 da Resolução CVM 160, em relação à publicidade da Emissão e da Oferta, todos os atos e decisões a serem tomados decorrentes desta Emissão que, de qualquer forma, vierem a envolver interesses dos Debenturistas, deverão ser obrigatoriamente comunicados na forma de avisos no Jornal de Publicação, bem como na página da Emissora na rede mundial de computadores (<https://www.americanas.com.br/>), observado o estabelecido no artigo 289 da Lei das Sociedades por Ações e as limitações impostas pela Resolução CVM 160 em relação à





publicidade da Oferta e os prazos legais, devendo a Emissora comunicar o Agente Fiduciário e a B3 a respeito de qualquer publicação na data da sua realização, sendo certo que, caso a Emissora altere o Jornal de Publicação após a Data de Emissão, deverá enviar notificação ao Agente Fiduciário, informando o novo veículo para divulgação de suas informações.

4.12. Comprovação de Titularidade das Debêntures

4.12.1. A Emissora não emitirá certificados de Debêntures. Para todos os fins de direito, a titularidade das Debêntures será comprovada pelo extrato emitido pelo Escriturador. Adicionalmente, será reconhecido como comprovante de titularidade das Debêntures o extrato expedido pela B3, em nome de cada Debenturista, quando esses títulos estiverem custodiados eletronicamente na B3.

4.13. Liquidez e Estabilização

4.13.1. Não será constituído fundo de manutenção de liquidez ou firmado contrato de garantia de liquidez ou estabilização de preço para as Debêntures.

4.14. Imunidade de Debenturistas

4.14.1. Caso qualquer Debenturista goze de algum tipo de imunidade ou isenção tributária, este deverá encaminhar à Emissora, com cópia ao Escriturador e Banco Liquidante, no prazo mínimo de 10 (dez) Dias Úteis de antecedência em relação à data prevista para recebimento de quaisquer valores relativos às Debêntures, documentação comprobatória dessa imunidade ou isenção tributária, sob pena de ter descontados dos seus rendimentos os valores devidos nos termos da legislação tributária em vigor.

4.14.1.1. O Debenturista que tenha apresentado documentação comprobatória de sua condição de imunidade ou isenção tributária, nos termos da Cláusula 4.14 acima, e que tiver essa condição alterada por disposição normativa, ou por deixar de atender as condições e requisitos porventura prescritos no dispositivo legal aplicável, ou ainda, tiver essa condição questionada por autoridade judicial, fiscal ou regulamentar competente, deverá comunicar esse fato, de forma detalhada e por escrito, à Emissora, com cópia ao Escriturador e Banco Liquidante, bem como prestar qualquer informação adicional em relação ao tema que lhe seja solicitada pela Emissora, pelo Escriturador e/ou pelo Banco Liquidante.

4.14.1.2. Mesmo que tenha recebido a documentação referida na Cláusula 4.14.1 acima, e desde que tenha fundamento legal para tanto, fica facultado à Emissora, ao Escriturador e/ou ao Banco Liquidante depositar em juízo ou descontar de quaisquer valores relacionados às Debêntures a tributação que entender devida, sem que esse fato possa gerar pretensão indenizatória contra a Emissora, o Escriturador e/ou o Banco Liquidante por parte de qualquer Debenturista ou terceiro.

4.15. Fundo de Amortização





4.15.1. Não será constituído fundo de amortização para a presente Emissão.

4.16. Garantia Real

4.16.1. Em garantia ao fiel, pontual e integral pagamento e cumprimento de todas as obrigações, principais e acessórias, presentes ou futuras, no seu vencimento original ou antecipado, assumidas ou que venham a ser assumidas pela Emissora em razão das Debêntures, o que inclui, mas não se limita, ao pagamento de todo e qualquer valor devido pela Emissora em razão das Debêntures, incluindo o Valor Nominal Unitário (para as Debêntures da Primeira Série e as Debêntures da Terceira Série) ou o Valor Nominal Unitário Atualizado (para as Debêntures da Segunda Série e as Debêntures da Quarta Série), os Juros Remuneratórios, todos os Encargos Moratórios das Debêntures, o pagamento dos custos, comissões, encargos e despesas da Emissão e a totalidade das obrigações acessórias, tais como, mas não se limitando, aos Encargos Moratórios, multas, indenizações, penalidades, despesas, custas, impostos, taxas, honorários advocatícios e de sucumbência, comissões e demais encargos contratuais e legais previstos, bem como todos os eventuais tributos, custos e despesas devidos pela Emissora com relação às Debêntures, incluindo gastos com honorários advocatícios razoáveis, obrigações relativas à B3, ao Agente Fiduciário, ao Banco Liquidante e Escriturador, incluindo, mas não se limitando, suas remunerações, reembolsos, multas, perdas, verbas indenizatórias, custas e taxas judiciais ou extrajudiciais ("Obrigações Garantidas"), será constituída em favor dos titulares das Debêntures, no prazo de até [12] ([doze]) [meses] contados da data de homologação do Plano de Recuperação Judicial, caso a Emissora não tenha celebrado um contrato de compra e venda da integralidade da UPI HNT (conforme definido abaixo) neste prazo, alienação fiduciária da totalidade das ações de emissão da SPE HNT (conforme definido abaixo), detidas pela Emissora à época da constituição da referida alienação fiduciária ("Ações SPE HNT" e "Garantia Real"), nos termos do "[*Instrumento Particular de Alienação Fiduciária de Ações e Outras Avenças*]", celebrado entre a Emissora, a SPE HNT, as Recuperandas e o Agente Fiduciário na forma da minuta prevista no **Anexo I** à presente Escritura de Emissão (o "Contrato de Garantia Real").

4.16.2. No âmbito do Contrato de Garantia Real, será regulada a ordem de prioridade entre as Séries relativas ao produto da excussão das Ações SPE HNT objeto do Contrato de Garantia Real. O produto da excussão das Ações SPE HNT objeto do Contrato de Garantia Real será destinado primeiro ao pagamento integral das Obrigações Garantidas decorrentes das Debêntures da Primeira Série e das Debêntures da Segunda Série, de *forma pro rata* ao saldo do Valor Nominal Unitário (para as Debêntures da Primeira Série) e ao saldo do Valor Nominal Unitário Atualizado (para as Debêntures da Segunda Série) de tais Séries, e, caso haja saldo, ao pagamento das Obrigações Garantidas decorrentes das Debêntures da Terceira Série e das Debêntures da Quarta Série, de *forma pro rata* ao saldo do Valor Nominal Unitário (para as Debêntures da Terceira Série) e ao saldo do Valor Nominal Unitário Atualizado (para as Debêntures da Quarta Série) de tais Séries.

4.16.3. Qualquer montante que exceder o valor das Obrigações Garantidas será devolvido às Recuperandas em até 1 (um) Dia Útil e será aplicado nos termos do Plano de Recuperação Judicial da Emissora.



4.16.4. As disposições relativas à Garantia Real, incluindo, mas não se limitando à recomposição, à liberação e à excussão da Garantia Real estão descritas no Contrato de Garantia Real, o qual será considerado parte integrante, complementar e inseparável desta Escritura de Emissão.

4.16.5. A Emissora compromete-se a, nos termos e prazos previstos no Contrato de Garantia Real e às suas expensas, observar os procedimentos para constituição e formalização do Contrato de Garantia Real, incluindo, mas não se limitando ao registro nos Cartórios Competentes – Garantia Real.

4.16.6. A Garantia Real poderá ser livremente excutida pelo Agente Fiduciário nos termos do Contrato de Garantia Real, quantas vezes e da forma que julgar necessário, desde que observados os termos desta Escritura de Emissão e do Contrato de Garantia Real, na ocorrência de inadimplemento por parte da Emissora de qualquer das obrigações assumidas nesta Escritura de Emissão e/ou no Contrato de Garantia Real.

4.16.7. A Garantia Real somente será liberada pelo Agente Fiduciário após a integral e efetiva liquidação de todas as Obrigações Garantidas.

4.17. Garantia Fidejussória

4.17.1. Em garantia ao fiel, pontual e integral pagamento e cumprimento de todas as Obrigações Garantidas, a ST presta a Fiança Escritura, neste ato, em caráter irrevogável e irretratável, em favor dos Debenturistas, representados pelo Agente Fiduciário, obrigando-se, bem como a seus sucessores a qualquer título, como fiadora e principal pagadora, solidariamente responsáveis com a Emissora, pelo valor total das Obrigações Garantidas, nos termos dos artigos 818 e 822 da Lei nº 10.406, de 10 de janeiro de 2002, conforme alterada ("Código Civil") e renunciando expressamente aos benefícios previstos nos termos dos artigos 333, parágrafo único, 364, 366, 368, 821, 827, 829, 830, 834, 835, 837, 838 e 839 do Código Civil e artigos 130, 131 e 794 da Lei nº 13.105, de 16 de março de 2015, conforme alterada ("Código de Processo Civil"), conforme alterados ("Fiança Escritura") e, em conjunto com a Garantia Real, as "Garantias Escritura").

4.17.2. A presente Fiança Escritura entrará em vigor na Data de Emissão (conforme abaixo definida) e permanecerá válida em todos os seus termos até a data do integral cumprimento, pela Emissora ou pela ST, de suas obrigações principais e acessórias nos termos da presente Escritura de Emissão, incluindo as Obrigações Garantidas, podendo ser excutida e exigida pelo Agente Fiduciário, judicial ou extrajudicialmente, quantas vezes forem necessárias até a integral liquidação das Obrigações Garantidas.

4.17.3 Fica desde já certo e ajustado que a inobservância, pelo Agente Fiduciário, dos prazos para execução da Fiança Escritura em favor dos Debenturistas não ensejará, sob hipótese nenhuma, perda de qualquer direito ou faculdade aqui previstos, podendo a Fiança Escritura ser excutida e exigida pelo Agente Fiduciário, judicial ou extrajudicialmente, quantas vezes





forem necessárias até a integral liquidação das Obrigações Garantidas, devendo o Agente Fiduciário, para tanto, notificar imediatamente a Emissora e a ST;

4.17.4. Para os fins do disposto no artigo 835 do Código Civil, a ST, neste ato, declara ter lido e concorda, em sua integridade, com o disposto nesta Escritura de Emissão, estando ciente dos termos e condições da Fiança Escritura prestada e das Debêntures, declarando-se solidariamente responsáveis pelo pagamento das Obrigações Garantidas até que as Debêntures tenham sido totalmente liquidadas e/ou resgatadas, ainda que tal liquidação venha a ocorrer após as Datas de Vencimento. Os pagamentos serão realizados pela ST de acordo com os procedimentos estabelecidos nesta Escritura de Emissão e fora do âmbito da B3.

4.17.5. A ST, desde já, concorda e se obriga a, **(i)** somente após a integral quitação das Obrigações Garantidas, exigir e/ou demandar a Emissora em decorrência de qualquer valor que tiverem honrado nos termos das Obrigações Garantidas; e **(ii)** caso receba qualquer valor da Emissora em decorrência de qualquer valor que tiverem honrado nos termos das Obrigações Garantidas antes da integral quitação das Obrigações Garantidas, repassar, no prazo de 2 (dois) Dias Úteis contado da data de seu recebimento, tal valor aos Debenturistas.

4.17.6. Os pagamentos que vierem a ser realizados pela ST com relação às Debêntures serão realizados de modo que os Debenturistas recebam da ST os valores que lhes seriam entregues caso esses pagamentos tivessem sido realizados pela Emissora, não cabendo à ST realizar qualquer dedução que não seria realizada pela Emissora caso a Emissora tivesse realizado o respectivo pagamento.

4.17.7. Mediante a excussão da Fiança Escritura objeto deste item, a ST sub-rogar-se-á nos direitos dos Debenturistas perante a Emissora, conforme aplicável, observado que a sub-rogação ocorrerá apenas após a integral liquidação dos pagamentos relacionados às Debêntures.

4.17.8. A Fiança Escritura de que trata este item foi devidamente consentida de boa-fé pela ST, nos termos da legislação aplicável.

4.18.9 Adicionalmente às Garantias Escritura, para assegurar o integral cumprimento de todas as Obrigações Garantidas, a B2W e a JSM outorgarão, em benefício dos Debenturistas, representados pelo Agente Fiduciário, garantia adicional fidejussória na forma de fiança ("Fianças B2W e JSM") e, em conjunto com a Fiança Escritura, as "Fianças", sendo as Fianças definidas em conjunto com as Garantias Escritura como "Garantias". As Fianças B2W e JSM serão outorgadas nos termos do "[•]" a ser celebrado, [nesta data], entre a B2W, a JSM, o Agente Fiduciário, representando a comunhão dos Debenturistas, com a interveniência anuência da Emissora ("Contrato de Fiança") e, quando em conjunto com o Contrato de Garantia Real, os "Contratos de Garantia").

4.18. Classificação de Risco





4.18.1. Não será contratada agência de classificação de risco no âmbito da Oferta para atribuir *rating* à Debêntures.

CLÁUSULA V ADITAMENTOS À PRESENTE ESCRITURA

5.1. Celebração de Aditamentos à Escritura e Arquivamento na JUCERJA

5.1.1. Quaisquer aditamentos a esta Escritura deverão ser celebrados pela Emissora e pelo Agente Fiduciário e posteriormente arquivados e/ou registrados pela Emissora na JUCERJA e nos Cartórios Competentes, nos termos da cláusula 2.4.2 acima.

CLÁUSULA VI RESGATE ANTECIPADO FACULTATIVO, AMORTIZAÇÃO EXTRAORDINÁRIA FACULTATIVA, RESGATE ANTECIPADO OBRIGATÓRIO, AMORTIZAÇÃO EXTRAORDINÁRIA OBRIGATÓRIA E AQUISIÇÃO FACULTATIVA

6.1. Resgate Antecipado Facultativo e Amortização Extraordinária Facultativa

6.1.1. Resgate Antecipado Facultativo. A Emissora poderá, a seu exclusivo critério e a qualquer tempo, sem a incidência de nenhuma penalidade, realizar o resgate antecipado total ou parcial das Debêntures, sendo que as Debêntures da Primeira e Segunda Séries somente poderão ser resgatadas, em conjunto e na sua totalidade, assim como as Debêntures da Terceira e Quarta Séries, que também somente poderão ser resgatadas, em conjunto e na sua totalidade (“Resgate Antecipado Facultativo”), sendo certo ainda que o Resgate Antecipado Facultativo, caso realizado, deverá respeitar, obrigatoriamente, ordem de prioridade entre as Séries, só podendo ocorrer o Resgate Antecipado Facultativo total das Debêntures da Terceira e Quarta Séries após realizado o Resgate Antecipado Facultativo total das Debêntures da Primeira e Segunda Séries, ou a liquidação integral do saldo devedor das Debêntures da Primeira e Segunda Séries, o que ocorrer primeiro. Por ocasião do Resgate Antecipado Facultativo, o valor a ser pago aos Debenturistas será equivalente (a) ao Valor Nominal Unitário (para as Debêntures da Primeira Série e as Debêntures da Terceira Série), Valor Nominal Unitário Atualizado (para as Debêntures da Segunda Série e as Debêntures da Quarta Série), saldo do Valor Nominal Unitário das Debêntures (para as Debêntures da Primeira Série e as Debêntures da Terceira Série) ou saldo do Valor Nominal Unitário Atualizado das Debêntures (para as Debêntures da Segunda Série e as Debêntures da Quarta Série), conforme o caso, da respectiva Série a serem resgatadas, acrescido (b) dos Juros Remuneratórios da respectiva Série e dos Encargos Moratórios, se for o caso, devidos e ainda não pagos, calculados *pro rata temporis* desde a Data de Emissão da respectiva Série ou a Data de Pagamento dos Juros Remuneratórios da respectiva Série imediatamente anterior, o que tiver ocorrido por último, até a data do Resgate Antecipado Facultativo.

6.1.2. O Resgate Antecipado Facultativo somente poderá ocorrer mediante publicação de comunicação dirigida aos Debenturistas das respectivas Séries a ser amplamente divulgada nos termos da Cláusula 4.11 desta Escritura, devendo tal publicação ser enviada para o Agente



Fiduciário, B3 e à ANBIMA, com 5 (cinco) Dias Úteis de antecedência da data prevista para o respectivo Resgate Antecipado Facultativo (“Comunicação de Resgate”), sendo que na referida comunicação deverá constar: (a) a data de realização do Resgate Antecipado Facultativo, que deverá ser um Dia Útil; (b) a menção de que o valor correspondente ao pagamento será (b.1) no caso das Debêntures da Primeira Série e das Debêntures da Terceira Série, o Valor Nominal Unitário das Debêntures da Série objeto do pretendido resgate ou saldo do Valor Nominal Unitário das Debêntures da respectiva Série, conforme o caso, acrescido dos Juros Remuneratórios da respectiva Série, calculados conforme previsto na Cláusula 4.2; ou (b.2) no caso das Debêntures da Segunda Série e das Debêntures da Quarta Série, o Valor Nominal Unitário Atualizado das Debêntures da Série objeto do pretendido resgate ou saldo do Valor Nominal Unitário Atualizado das Debêntures da respectiva Série, conforme o caso, acrescido dos Juros Remuneratórios da respectiva Série, calculados conforme previsto na Cláusula 4.2 e (c) quaisquer outras informações necessárias à operacionalização do Resgate Antecipado Facultativo.

6.1.3. Para as Debêntures custodiadas eletronicamente na B3, a operacionalização do resgate seguirá os procedimentos adotados pela B3. A B3 deverá ser comunicada através de correspondência enviada pela Emissora, em conjunto com o Agente Fiduciário, acerca da realização do Resgate Antecipado Facultativo, com pelo menos 5 (cinco) Dias Úteis de antecedência. Caso as Debêntures não estejam custodiadas eletronicamente na B3, o pagamento das Debêntures resgatadas antecipadamente será realizado pelo Escriturador, mediante depósito em contas correntes a serem indicadas pelos Debenturistas.

6.1.4. As Debêntures objeto de Resgate Antecipado Facultativo deverão ser obrigatoriamente canceladas, observada a regulamentação em vigor.

6.1.5. Amortização Extraordinária Facultativa. A Emissora poderá, a seu exclusivo critério e independentemente da vontade dos Debenturistas, a qualquer tempo, realizar a amortização extraordinária facultativa das Debêntures, sem a necessidade de qualquer aprovação adicional pelos Debenturistas em sede de Assembleia Geral de Debenturistas (“Amortização Extraordinária Facultativa”), sendo certo que (i) a Amortização Extraordinária Facultativa, caso realizada, deverá respeitar, obrigatoriamente, a ordem de prioridade entre as Séries, só podendo ocorrer a Amortização Extraordinária Facultativa das Debêntures da Terceira e Quarta Séries, de forma *pro rata* entre ambas as Séries, após realizado o Resgate Antecipado Facultativo total das Debêntures da Primeira e Segunda Séries, ou a liquidação integral do saldo devedor das Debêntures da Primeira e Segunda Séries, o que ocorrer primeiro; e (ii) não haverá prioridade de Amortização Extraordinária Facultativa entre as Debêntures da Primeira Série e as Debêntures da Segunda Série, uma vez que a eventual Amortização Extraordinária Facultativa das Debêntures da Primeira Série será realizada juntamente com a Amortização Extraordinária Facultativa das Debêntures da Segunda Série, de forma *pro rata* entre as respectivas Séries; e (iii) uma vez realizado o Resgate Antecipado Facultativo total das Debêntures da Primeira e Segunda Séries ou a liquidação integral das Debêntures da Primeira e Segunda Séries, o que ocorrer primeiro, também não haverá prioridade de Amortização Extraordinária Facultativa entre as Debêntures da Terceira Série e as Debêntures da Quarta Série, uma vez que a eventual Amortização Extraordinária Facultativa das Debêntures da





Terceira Série será realizada juntamente com a Amortização Extraordinária Facultativa das Debêntures da Quarta Série, de forma *pro rata* entre as respectivas Séries.

6.1.5.1. A Amortização Extraordinária Facultativa somente poderá ocorrer mediante publicação de comunicação dirigida aos Debenturistas a ser amplamente divulgada nos termos da Cláusula 4.11 desta Escritura, devendo tal publicação ser enviada para o Agente Fiduciário, B3 e à ANBIMA, com 5 (cinco) Dias Úteis de antecedência da data prevista para a Amortização Extraordinária Facultativa ("Comunicação de Amortização Extraordinária Facultativa"), sendo que na referida comunicação deverá constar: **(a)** a data de realização da Amortização Extraordinária Facultativa, que deverá ser um Dia Útil; **(b)** a menção de que o valor correspondente ao pagamento será (b.1) no caso das Debêntures da Primeira Série e das Debêntures da Terceira Série, o Valor Nominal Unitário das Debêntures ou saldo do Valor Nominal Unitário das Debêntures da respectiva Série, conforme o caso, acrescido dos Juros Remuneratórios, calculados conforme previsto na Cláusula 4.2 acima ou (b.2) no caso das Debêntures da Segunda Série e das Debêntures da Quarta Série, o Valor Nominal Unitário Atualizado das Debêntures ou saldo do Valor Nominal Unitário Atualizado das Debêntures da respectiva Série, conforme o caso, acrescido dos Juros Remuneratórios da respectiva Série, calculados conforme previsto na Cláusula 4.2; e **(c)** quaisquer outras informações necessárias à operacionalização da Amortização Extraordinária Facultativa.

6.1.5.2. A realização da Amortização Extraordinária Facultativa deverá abranger, proporcionalmente, todas as Debêntures da Primeira Série e da Segunda Série, conjuntamente ou da Terceira Série e da Quarta Série, conjuntamente, , conforme o caso e nos termos da Cláusula 6.1.5 acima e deverá obedecer ao limite máximo de amortização de 98% (noventa e oito por cento) do Valor Nominal Unitário (para as Debêntures da Primeira Série e as Debêntures da Terceira Série), do Valor Nominal Unitário Atualizado (para as Debêntures da Segunda Série e as Debêntures da Quarta Série), do saldo do Valor Nominal Unitário das Debêntures (para as Debêntures da Primeira Série e as Debêntures da Terceira Série) ou saldo do Valor Nominal Unitário Atualizado das Debêntures (para as Debêntures da Segunda Série e as Debêntures da Quarta Série), conforme o caso, da respectiva Série.

6.1.5.3. O pagamento das Debêntures objeto da Amortização Extraordinária Facultativa será feito pela Emissora: **(i)** por meio dos procedimentos adotados pela B3 para as Debêntures custodiadas eletronicamente na B3; e/ou **(ii)** mediante depósito em contas correntes indicadas pelos Debenturistas a ser realizado pelo Banco Liquidante e pelo Escriturador, no caso de Debêntures que não estejam custodiadas eletronicamente na B3, sob pena de, em não o fazendo, ficarem obrigadas, ainda, ao pagamento dos Encargos Moratórios. A B3 deverá ser comunicada através de correspondência enviada pela Emissora, em conjunto com o Agente Fiduciário, acerca da realização da Amortização Extraordinária Facultativa, com pelo menos 5 (cinco) Dias Úteis de antecedência.

6.2. Resgate Antecipado Obrigatório Total e Amortização Extraordinária Obrigatória

6.2.1. Nos termos da Cláusula 7.3 do Plano de Recuperação Judicial, as Recuperandas destinarão ao Agente Fiduciário no prazo de até 3 (três) Dias Úteis contados do recebimento



dos respectivos recursos (i) a totalidade do Valor Excedente Aumento de Capital Reestruturação (conforme definido abaixo); (ii) a totalidade do Excedente Recursos Recompra (conforme definido abaixo); (iii) eventual saldo dos Recursos Destinados à Recompra (conforme definido abaixo); bem como (iv) nos termos e condições previstos nas Cláusulas 6.2.1.1, 6.2.1.2, 6.2.1.3, 6.2.2 e 6.2.3 abaixo, a Receita Líquida de Eventos de Liquidez (conforme definido abaixo) resultante da alienação da totalidade ou de parte das UPIs Definidas, incluindo a remuneração de quaisquer recursos depositados na Conta de Pagamentos M&A e, em todo caso, em montante equivalente a pelo menos os valores depositados pelo adquirente na Conta de Pagamento M&A (sendo os valores indicados no item (iv) referidos como “Valor Cash Sweep”), no montante necessário para o resgate antecipado total das Debêntures (“Resgate Antecipado Obrigatório Total”) ou para a amortização extraordinária das Debêntures (“Amortização Extraordinária Obrigatória”), conforme o caso, observado, em qualquer caso, a (i) prioridade das Debêntures da Primeira Série e das Debêntures da Segunda Série, de forma *pro rata*, em relação às Debêntures da Terceira Série e às Debêntures da Quarta Série, de forma *pro rata*; bem como (ii) o limite do Valor Total da Emissão. Para fins de clareza, (a) os valores previstos nos itens (i), (ii) e (iii) desta cláusula deverão sempre ser utilizados de forma prioritária aos recursos relativos ao Valor *Cash Sweep*; e (b) eventuais valores previstos nos itens (i), (ii) e (iii) desta cláusula que não sejam transferidos para o Agente Fiduciário em razão do limite do valor total das Debêntures já ter sido atingido, tais valores poderão ser utilizados pelas Recuperandas, a seu exclusivo critério, para investimentos em suas atividades.

6.2.1.1 Receita Líquida de Eventos de Liquidez até R\$1.000.000.000,00. Caso a soma da Receita Líquida de Eventos de Liquidez recebida pelas Recuperandas na alienação de um ou mais ativos seja igual ou menor que R\$1.000.000.000,00 (um bilhão de Reais), tais recursos integrarão o Valor *Cash Sweep* e serão depositados pelo adquirente da respectiva UPI Definida, por conta e ordem das Recuperandas, na Conta de Pagamentos M&A (conforme definido abaixo) para destinação na forma da **Cláusula 6.2.1** acima.

6.2.1.2 Receita Líquida de Eventos de Liquidez acima de R\$1.000.000.000,00 e até R\$2.000.000.000,00. Caso a soma da Receita Líquida de Eventos de Liquidez recebida pelas Recuperandas na alienação de um ou mais ativos seja maior que R\$1.000.000.000,00 (um bilhão de Reais) e menor ou igual a R\$2.000.000.000,00 (dois bilhões de Reais), os recursos disponíveis até R\$1.000.000.000,00 (um bilhão de Reais) integrarão o Valor *Cash Sweep* e serão depositados pelo adquirente da respectiva UPI Definida, por conta e ordem das Recuperandas, na Conta de Pagamentos M&A para destinação na forma da **Cláusula 6.2.1** acima, sendo certo que o valor da Receita Líquida de Eventos de Liquidez excedente até o montante de R\$2.000.000.000,00 (dois bilhões de Reais) não integrará o Valor *Cash Sweep* e, portanto, será depositado pelo adquirente da respectiva UPI Definida em conta das Recuperandas e destinado para investimentos em suas atividades, a seu exclusivo critério.

6.2.1.3 Receita Líquida de Eventos de Liquidez acima de R\$2.000.000.000,00. Caso a soma da Receita Líquida de Eventos de Liquidez recebida pelo Grupo Americanas na alienação de um ou mais ativos seja maior que R\$2.000.000.000,00 (dois bilhões de Reais), (i) os recursos disponíveis até R\$1.000.000.000,00 (um bilhão de Reais) integrarão o Valor *Cash Sweep* e serão depositados pelo adquirente da respectiva UPI Definida, por conta e ordem das





Recuperandas, na Conta de Pagamentos M&A para destinação na forma da **Cláusula 6.2.1** acima, (ii) os recursos que excederem R\$1.000.000.000,00 (um bilhão de Reais) até o limite de R\$2.000.000.000,00 (dois bilhões de Reais) não integrarão o Valor *Cash Sweep* e, portanto, serão depositados pelo adquirente das respectivas UPI Definida em conta das Recuperandas e destinado para investimentos em suas atividades, a seu exclusivo critério, e (iii) o montante da Receita Líquida de Eventos de Liquidez que exceder R\$2.000.000.000,00 (dois bilhões de Reais) integrará o Valor *Cash Sweep* e será depositado pelo adquirente da respectiva UPI Definida, por conta e ordem das Recuperandas, na Conta de Pagamentos M&A para destinação na forma da Cláusula 6.2.1 acima, observado em qualquer caso, o limite do valor total das Debêntures.

6.2.2 Na hipótese de existir eventual saldo remanescente do Valor *Cash Sweep* após as destinações previstas nas Cláusulas 6.2.1.1, 6.2.1.2 e 6.2.1.3 acima, tal montante deverá ser depositado pelo Agente Fiduciário em conta das Recuperandas no prazo de até 3 (três) Dias Úteis contados das respectivas destinações, e poderá ser utilizado pelas Recuperandas, a seu exclusivo critério, para investimentos em suas atividades.

6.2.3. Em até 5 (cinco) Dias Úteis anteriores a data de fechamento da alienação de uma UPI Definida (ou da data de qualquer outro pagamento pelo comprador envolvendo Recursos Líquidos de Eventos de Liquidez), as Recuperandas deverão notificar o Agente Fiduciário informando (i) o valor total a ser desembolsado pelo comprador; (ii) o valor total dos Valores Custo M&A respectivos, acompanhados dos respectivos comprovantes ou a metodologia de cálculos no caso de tributos; (iii) os Valores de Ajuste de Preço M&A; bem como (iv) o saldo a ser depositado pelo adquirente na Conta de Pagamento M&A. Os recursos relativos ao Valor *Cash Sweep* depositados pelo adquirente da respectiva UPI Definida na Conta de Pagamento M&A serão transferidos pelo Agente Fiduciário aos Debenturistas em até 10 (dez) dias contados da data de fechamento da operação de alienação da respectiva UPI, observados os termos e condições estabelecidos nesta Escritura, sendo certo que os respectivos Editais de alienação das UPIs Definidas deverão conter expressamente, sob pena de nulidade, esta obrigação de destinação do pagamento do Valor *Cash Sweep*, observado, em qualquer caso, o disposto nas Cláusulas 6.2.1.1, 6.2.1.2, 6.2.1.3 acima. Caso, após o fechamento de determinada operação de alienação de uma UPI Definida, seja verificado que as Recuperandas fazem jus ao recebimento de qualquer Valor Ajuste de Preço M&A e/ou Valor Adicional M&A e as Debêntures ainda não tenham sido integralmente quitadas, tal montante deverá ser depositado pelo adquirente da respectiva UPI Definida na Conta de Pagamento M&A ou em conta das Recuperandas, conforme aplicável nos termos das Cláusulas 6.2.1.1, 6.2.1.2, 6.2.1.3 acima, em até 10 (dez) dias contados da data da verificação do respectivo evento, sendo certo que, caso as Debêntures já tenham sido integralmente quitadas, o referido montante deverá ser depositado integralmente em conta das Recuperandas, também em até 10 (dez) dias contados da data da verificação do respectivo evento.

6.2.4 O Resgate Antecipado Obrigatório Total ou a Amortização Extraordinária Obrigatória, conforme o caso, deverá ocorrer em até 30 (trinta) dias após a ocorrência do evento que ensejar Resgate Antecipado Obrigatório Total ou a Amortização Extraordinária Obrigatória.





6.2.5 Aplica-se ao Resgate Antecipado Obrigatório Total e à Amortização Extraordinária Obrigatória, *mutatis mutandis*, as disposições referentes ao Resgate Antecipado Facultativo e à Amortização Extraordinária Facultativa.

6.2.6 Para fins da presente Escritura, os termos acima definidos possuem os seguintes significados, nos termos do Plano de Recuperação Judicial:

“Acervo AME”: significam os ativos, passivos, obrigações e direitos descritos no **Anexo 7.2.1(iii)** do Plano de Recuperação Judicial que comporão a UPI AME;

“Acervo Digital”: significam os ativos, passivos, obrigações e direitos descritos no **Anexo 7.2.1(iv)** do Plano de Recuperação Judicial que comporão a UPI Digital;

“Acervo HNT”: significam os ativos, passivos, obrigações e direitos descritos no **Anexo 7.2.1(i)** do Plano de Recuperação Judicial que comporão a UPI HNT;

“Acervo Uni.Co”: significam os ativos, passivos, obrigações e direitos descritos no **Anexo 7.2.1(ii)** do Plano de Recuperação Judicial que comporão a UPI Uni.Co;

“Acionistas de Referência” ou “ARs”: Significa, em conjunto, (i) Cedar Trade LLC; (ii) BRC S.À.R.L; (iii) Cathos Holding; (iv) S-Velame S.À.R.L; e (v) Carlos Alberto da Veiga Sicupira;

“Acordo de Apoio ao Plano”: Significa o Acordo de Apoio à Reestruturação, Plano de Recuperação, Investimentos e Outras Avenças, celebrado em 27 de novembro de 2023 entre as Recuperandas, os Acionistas de Referência e credores, nos termos do Plano de Recuperação Judicial;

“Aprovação do Plano”: Significa a aprovação do Plano de Recuperação Judicial pelos Credores Concursais na Assembleia Geral de Credores, na forma do art. 45 ou art. 58, §1º da LRF, ou ainda na forma do art. 45-A da LRF. Para os efeitos do Plano de Recuperação Judicial, considera-se que a Aprovação do Plano ocorrerá na data da Assembleia Geral dos Credores que aprovar o Plano de Recuperação Judicial. Nas hipóteses de aprovação nos termos dos arts. 45-A e 58, §1º da LRF, considera-se a Aprovação do Plano na data da decisão que conceder a Recuperação Judicial;

“Ativos Relevantes”: Significa os bens, móveis ou imóveis, integrantes do ativo permanente (não circulante) das Recuperandas.

“Aumento de Capital Reestruturação”: Significa o aumento de capital social da Emissora, com a consequente emissão por subscrição privada (ou seja, sem registro na CVM) de novas ações ordinárias (“Novas Ações”) e bônus de subscrição como vantagem adicional aos subscritores (“Bônus de Subscrição”), na forma dos arts. 77, 170, §1º e 171, §2º, da Lei das Sociedades por Ações e demais disposições legais aplicáveis, que viabilize a subscrição e integralização de Novas Ações (a) pelos Acionistas de Referência, de forma *pro rata* e nos termos do Acordo de Apoio ao Plano, pelo montante de R\$ 12.000.000.000,00 (doze bilhões de Reais), corrigido pela



variação positiva acumulada do IPCA entre a Aprovação do Plano e o 1º Dia Útil que anteceder a data da aprovação do Aumento de Capital Reestruturação (“Período de Correção do Aumento de Capital Reestruturação” e “Montante do Aumento ARs”), o qual será integralizado em moeda corrente do país e mediante a capitalização de créditos oriundos dos Financiamentos DIP, nos termos do Acordo de Apoio ao Plano, para a implementação dos termos e condições de reestruturação dos Créditos Concursais, nos termos do Plano de Recuperação Judicial; e (b) pelos Credores Financeiros, em nome próprio ou por uma de suas respectivas Afiliadas, que expressa e tempestivamente escolherem a Opção de Reestruturação II estabelecida no Plano de Recuperação Judicial (“Credores Entrantes na Americanas”), de forma *pro rata*, pelo montante de até R\$ 12.000.000.000,00 (doze bilhões de Reais), igualmente corrigido pela variação acumulada (desde que positiva) do IPCA durante o Período de Correção do Aumento de Capital Reestruturação (“Montante do Aumento Credores”), o qual será integralizado mediante a capitalização do Saldo de Créditos Quirografários Opção II – Pós Leilão Reverso, nos termos do Plano de Recuperação Judicial, em valor equivalente ao Montante do Aumento Credores; e (c) pelos acionistas titulares de ações ordinárias de emissão da Emissora em circulação por ocasião do Aumento de Capital Reestruturação que exercerem seu respectivo direito de preferência, mediante aporte em dinheiro. Para fins da capitalização de Créditos Quirografários em Dólar no contexto do Aumento de Capital Reestruturação, tais créditos serão convertidos para a moeda corrente nacional com base na Taxa de Câmbio Conversão.

“Aumentos de Capital Autorizados”: Significa um ou mais aumentos de capital da Americanas mediante deliberação do Conselho de Administração, por meio de emissão pública ou privada de ações ordinárias ou preferenciais, caso aplicável, até que o valor do seu capital social alcance o limite previsto no Estatuto Social da Americanas no momento da realização do respectivo aumento de capital, podendo, ainda, dentro do referido limite, (i) deliberar sobre a emissão de bônus de subscrição e de debêntures conversíveis em ações; ou (ii) outorgar opção de compra de ações a administradores, empregados da Companhia ou sociedade sob seu Controle e/ou a pessoas naturais que lhes prestem serviços, de acordo com o Plano aprovado pela Assembleia Geral de Credores sem que os acionistas tenham direito de preferência à subscrição dessas ações, sendo certo que para este item (ii) deverá ser observado o limite de 2,00% (dois por cento) do capital social da Americanas em base totalmente diluída (*fully diluted basis*), calculado imediatamente após a conclusão do Aumento de Capital Reestruturação, limite este que vigorará até a integral quitação ou resgate das Debêntures.

“Conta de Pagamentos M&A”: Significa a conta vinculada ao processo de Recuperação Judicial (*escrow*), de titularidade do Agente Fiduciário, na qual serão e permanecerão depositados, nos termos da Cláusula 7.3 do Plano de Recuperação Judicial, os Valores *Cash Sweep* até sua efetiva distribuição em pagamento parcial ou integral das Debêntures, nos termos da Cláusula 7.3 do Plano de Recuperação Judicial e da Cláusula 6.2.1 acima;

“Créditos”: Significa todos os créditos existentes contra o Grupo Americanas, líquidos ou ilíquidos, materializados ou contingentes, objeto ou não de processos judiciais ou arbitrais, sujeitos ou não aos efeitos da Recuperação Judicial;



“Créditos Concursais”: Significa os Créditos existentes contra o Grupo Americanas na Data do Pedido, sujeitos aos efeitos da Recuperação Judicial nos termos do art. 49, *caput*, da LRF e que serão reestruturados e pagos consoante os termos e condições estabelecidos no Plano de Recuperação Judicial, inclusive os Créditos Trabalhistas, os Créditos Quirografários, os Créditos ME e EPP e os Créditos Ilíquidos, neste último caso quando se tornarem líquidos, conforme previsto no Plano de Recuperação Judicial, e observados, em qualquer caso, os Pagamentos Data do Pedido (conforme definido no Plano de Recuperação Judicial). Não são Créditos Concursais os Créditos que sejam Créditos Extraconcursais e Créditos Tributários;

“Créditos Extraconcursais”: Significa cada um dos Créditos e obrigações existentes contra as Recuperandas nos termos do Plano de Recuperação Judicial que não se sujeitam aos efeitos da Recuperação Judicial (i) por força do disposto no art. 49, *caput* e §§3º e 4º, da LRF; (ii) que decorram de contratos celebrados após a Data do Pedido, inclusive Fiança Bancária e/ou Seguro Garantia (conforme definidos no Plano de Recuperação Judicial); (iii) em razão de pagamento com sub-rogação de Créditos Extraconcursais ou créditos derivados de processos administrativos e judiciais envolvendo contingências de natureza fiscal contra o Grupo Americanas; ou (iv) cuja natureza extraconcursal tenha sido reconhecida por decisão judicial. Os Créditos Extraconcursais, não serão reestruturados e novados em razão da aprovação e Homologação Judicial do Plano (conforme definido no Plano de Recuperação Judicial), sendo certo que a sua reestruturação poderá ser implementada por meio de negociações bilaterais com os respectivos Credores Extraconcursais;

“Créditos Ilíquidos”: Significa os Créditos Concursais contingentes ou ilíquidos, objeto de ações judiciais, procedimentos arbitrais ou processos administrativos, derivados de quaisquer fatos geradores ocorridos ou verificados até a Data do Pedido, inclusive, e que serão reestruturados pelo Plano de Recuperação Judicial na forma da Cláusula 6.3 do Plano de Recuperação Judicial, nos termos da LRF, como Créditos Trabalhistas, Créditos Quirografários, Créditos ME e EPP ou Créditos *Intercompany*, conforme aplicável;

“Créditos ME e EPP”: Significa os Créditos Concursais detidos pelos Credores ME e EPP, nos termos do art. 41, inciso IV, da LRF;

“Créditos *Intercompany*”: Significa os créditos de titularidade de companhias integrantes do mesmo grupo econômico das Recuperandas, incluindo suas subsidiárias e Afiliadas decorrentes de mútuos realizados entre as Recuperandas e tais sociedades, como forma de gestão de caixa e transferência de recursos entre as diferentes sociedades, inclusive com recursos decorrentes de operações realizadas no mercado internacional, *excetuados* os créditos detidos pelos Credores Quirografários Opção II que por força do Plano de Recuperação Judicial se tornarem acionistas das Recuperandas;

“Créditos Quirografários”: Significa os Créditos Concursais detidos pelos Credores Quirografários, nos termos do art. 41, inciso III, da LRF, excluídos os Créditos *Intercompany*;

“Créditos Trabalhistas”: Significa os Créditos Concursais derivados da legislação do trabalho, decorrentes de acidente de trabalho, e aqueles decorrentes da comunicação da rescisão do



contrato de trabalho anteriormente à Data do Pedido, independentemente da forma do cumprimento do aviso prévio, incluídos os valores decorrentes remuneração por meio de *Restricted Stock Units* (RSU), nos termos do art. 41, inciso I, da LRF, que (i) sejam líquidos, certos e incontrovertidos, sem nenhum processo judicial pendente não transitado em julgado e nem habilitações, divergências ou impugnações de crédito que discutam seu valor ou sua classificação; ou que (ii) estejam sendo ou venham a ser discutidos em ações judiciais;

“Créditos Tributários”: Significam os Créditos de natureza fiscal existentes contra o Grupo Americanas, inclusive em decorrência de processos administrativos ou judiciais;

“Credores”: Significa as pessoas, naturais ou jurídicas de direito público ou privado, nacionais ou estrangeiras, detentores de Créditos contra o Grupo Americanas;

“Credores Quirografários”: Significa os Credores detentores de Créditos Quirografários, nos termos do art. 41, inciso III, da LRF;

“Credores Quirografários Opção II”: Significam os Credores Financeiros que assumirem e estiverem adimplentes com seu Compromisso de Não Litigar (conforme definido no Plano de Recuperação Judicial), poderão optar expressamente por receber o pagamento do respectivo Saldo Créditos Quirografários Opção II – Pós Leilão Reverso (conforme definido no Plano de Recuperação Judicial) nos termos e condições previstos no Plano de Recuperação Judicial, mediante envio para a Emissora, em até 30 (trinta) dias contados da Data de Homologação, do termo de adesão constante do **Anexo 6.2.6** do Plano de Recuperação Judicial;

“Data do Pedido”: Significa o dia 19 de janeiro de 2023;

“Excedente Recursos Recompra” Significa o montante total dos Recursos Destinados à Recompra que poderá ser reduzido proporcionalmente, de acordo com a fórmula detalhada no Plano de Recuperação Judicial, na hipótese de reestruturação de Créditos Quirografários nos termos da Opção de Reestruturação I (conforme definido no Plano de Recuperação Judicial) e Modalidade de Pagamento Geral (conforme definido no Plano de Recuperação Judicial), sendo este montante de eventual redução dos Recursos Destinados à Recompra inicial;

“LRF”: Significa a Lei nº 11.101, de 09 de fevereiro de 2005, com as alterações existentes nesta data;

“Receita Líquida de Eventos de Liquidez”: Significa o valor total da contrapartida (inclusive, sem limitação, mediante pagamento em dinheiro ou assunção de dívidas ou obrigações das Recuperandas à exceção dos passivos que integram o Acervo Uni.co, o Acervo HNT, o Acervo AME e o Acervo Digital, conforme o caso) atribuída a 100% (cem por cento) das ações (equity value) de emissão de determinada UPI Definida (conforme definido no Plano de Recuperação Judicial) de titularidade das Recuperandas e que sejam efetivamente alienadas a terceiros pelas Recuperandas, sendo certo que o referido valor será (a) líquido dos Valores Ajuste de Preço M&A e dos Valores Custo M&A aplicáveis; e (b) somando-se (x) o valor de quaisquer dívidas ou obrigações das Recuperandas direta ou indiretamente assumidas pelo adquirente,



à exceção dos passivos que integram o Acervo Uni.co, o Acervo HNT, o Acervo AME ou o Acervo Digital, conforme o caso, e (y) quaisquer Valores Adicionais M&A, sendo certo que, em qualquer caso, os valores correspondentes serão computados como Receita Líquida de Eventos de Liquidez somente se e conforme a sua efetiva liberação ou desembolso para as Recuperandas. Para evitar dúvidas, o “*equity value*” corresponderá ao valor econômico para os acionistas, determinado com base no valor econômico da totalidade dos ativos (conceito de “*enterprise value*” ou “valor da firma”) da UPI em questão, deduzido do valor da dívida líquida da empresa, ou atribuível à UPI.;

“**Recursos Destinados à Recompra**”: significa o montante total de até R\$ 6.700.000.000,00 (seis bilhões e setecentos milhões de Reais), o qual deverá ser corrigido pela variação acumulada (desde que positiva) do Índice de Preço ao Consumidor Amplo – IPCA (“**IPCA**”) entre a Aprovação do Plano e a data da recompra de créditos prevista no Plano de Recuperação Judicial, acrescido de eventual Saldo Leilão Reverso Não Utilizado (conforme definido no Plano de Recuperação Judicial), e de toda forma sujeito aos ajustes conforme fórmula descrita no Plano de Recuperação Judicial, a ser utilizado pela Emissora para realizar o pagamento do Saldo Remanescente Créditos Quirografários Opção II (conforme definido no Plano de Recuperação Judicial) de acordo com as fórmulas detalhadas no Plano de Recuperação Judicial, sendo certo que, em nenhuma hipótese o montante total a ser pago a cada Credor Quirografário Opção II no contexto da Recompra de Créditos Quirografários poderá exceder o respectivo Saldo Remanescente Créditos Quirografários Opção II;

“**SPE HNT**”: significa a SPE para cujo capital social as Recuperandas deverão contribuir e/ou transferir, por meio de operações societárias e/ou contratuais, todo o Acervo HNT;

“**UPI**”: Significa cada unidade produtiva isolada, a ser eventual e oportunamente constituída pelo Grupo Americanas com bens, direitos ou ativos de qualquer natureza, tangíveis ou intangíveis, isolados ou em conjunto, na forma dos arts. 60 e 60-A da LRF;

“**UPI AME**”: UPI a ser composta pelos ativos, passivos, obrigações e direitos descritos no **Anexo 7.2.1(iii)** do Plano de Recuperação Judicial

“**UPIs Definidas**”: Significa a UPI HNT, UPI Uni.Co, UPI AME e UPI Digital, em conjunto;

“**UPI Digital**”: UPI a ser composta pelos ativos, passivos, obrigações e direitos descritos no **Anexo 7.2.1(iv)** do Plano de Recuperação Judicial;

“**UPI HNT**”: UPI a ser composta pelos ativos, passivos, obrigações e direitos descritos no **Anexo 7.2.1(i)** do Plano de Recuperação Judicial;

“**UPI Uni.Co**”: UPI a ser composta pelos ativos, passivos, obrigações e direitos descritos no **Anexo 7.2.1(ii)** do Plano de Recuperação Judicial

“**Valores Adicionais M&A**”: Significa os valores referentes a quaisquer quantias a serem devidas ou liberadas às Recuperandas após o fechamento da alienação de determinada UPI Definida



dependendo de eventos futuros, incluindo parcelas de preço a prazo, preço contingente (*earn-outs*), liberação de valores depositados em garantia (*escrow*) e eventos similares.

“Valores Ajuste de Preço M&A”: Significa os valores de ajustes do preço de aquisição de alienação de determinada UPI Definida acordados entre o Grupo Americanas e o respectivo adquirente no contrato de compra e venda da respectiva UPI Definida, que (i) deverão, nos termos do contrato de compra e venda respectivo, ser apurados em até 3 (três) meses contados da data de fechamento da operação de alienação da respectiva UPI e (ii) as Recuperandas poderão estabelecer, no respectivo contrato de compra e venda, a possibilidade do comprador reter ou depositar em conta de depósito em garantia (*escrow*), valores em garantia do ajuste de preço não superiores a 20% (vinte por cento) do respectivo preço de aquisição.

“Valores Custo M&A”: Significa em relação às UPIs Definidas que compreendem o Acervo Uni.Co, o Acervo HNT, o Acervo AME e o Acervo Digital, (i) os valores dos custos e despesas comprovadamente incorridos e necessários à respectiva operação (tais como custos e despesas com assessoria legal, contábil e financeira e comissão de vendas) limitado, de forma conjunta, aos montantes totais equivalentes a 5% (cinco por cento) do preço de aquisição para cada operação, sendo certo que (a) para os casos em que os 5% (cinco por cento) do preço de aquisição para cada operação correspondam a mais do que R\$ 20.000.000,00 (vinte milhões de Reais), os Valores Custo M&A não poderão superar R\$ 40.000.000,00 (quarenta milhões de Reais), e (b) para os casos em que os 5% (cinco por cento) do preço de aquisição para cada operação correspondam a menos do que a R\$ 20.000.000,00 (vinte milhões de Reais), os Valores Custo M&A não poderão superar R\$ 20.000.000,00 (vinte milhões de Reais); e (ii) os valores de tributos pagos (ou que vierem a ser desembolsados no mesmo exercício social do fechamento da operação ou do recebimento do valor correspondente pelas Recuperandas) tendo como fato gerador a constituição ou venda da respectiva UPI Definida, inclusive eventuais reorganizações societárias necessárias para tanto, sendo certo que as Recuperandas serão as únicas responsáveis pelo recolhimento de referidos tributos;

“Valor Excedente Aumento de Capital Reestruturação”: Significa na hipótese de exercício do direito de preferência pelos demais acionistas da Emissora por ocasião do Aumento de Capital Reestruturação (i.e., excluindo os Acionistas de Referência), o valor a ser pago por estes acionistas.

6.3. Aquisição Facultativa

6.3.1. A Emissora poderá, a qualquer tempo, adquirir Debêntures, observado o disposto no artigo 55, parágrafo 3º, da Lei das Sociedades por Ações e na Resolução CVM nº 77 de 29 de março de 2022 (**“Resolução CVM 77”**), desde que observe as eventuais regras expedidas pela CVM, devendo tal fato ser noticiado ao mercado na mesma data da aquisição e, se assim exigido pelas disposições legais e regulamentares aplicáveis, constar do relatório da administração e das demonstrações financeiras da Emissora. As Debêntures adquiridas pela Emissora de acordo com esta Cláusula poderão, a critério da Emissora, ser canceladas, permanecer na tesouraria da Emissora, ou ser novamente colocadas no mercado. As Debêntures adquiridas pela Emissora para permanência em tesouraria, nos termos desta





Cláusula, se e quando recolocadas no mercado, farão jus à mesma Remuneração aplicável às demais Debêntures.

CLÁUSULA VII VENCIMENTO ANTECIPADO

7.1. O Agente Fiduciário deverá considerar o vencimento antecipado automático de todas as obrigações decorrentes das Debêntures, observado o disposto nas Cláusulas 7.3 e 7.4 abaixo, independentemente de aviso ou notificação, judicial ou extrajudicial (devendo o Agente Fiduciário, no entanto, enviar à Emissora em até 2 (dois) Dias Úteis a contar da sua ciência, comunicação escrita informando tal acontecimento), observados os respectivos prazos de cura, quando aplicável (cada um desses eventos, um “Evento de Inadimplemento Automático”):

- a. descumprimento, pela Emissora e/ou pelas Garantidoras, de qualquer obrigação pecuniária em favor dos Debenturistas relacionada às Debêntures não sanada na data em que a obrigação era devida;
- b. vencimento antecipado de qualquer outra obrigação financeira contratada pela Emissora e/ou pelas Garantidoras e/ou pelas suas controladas, diretas ou indiretas, a partir da Data de Emissão, cujo valor remanescente da obrigação, unitário ou agregado, à época da declaração do vencimento antecipado, seja igual ou superior a R\$ 50.000.000,00 (cinquenta milhões de reais), ou o equivalente em outras moedas;
- c. inadimplemento de qualquer obrigação financeira da Emissora ou das Garantidoras ou de suas controladas, diretas ou indiretas, cujo valor principal unitário ou agregado seja igual ou superior a R\$ 50.000.000,00 (cinquenta milhões de reais) ou o equivalente em outras moedas, salvo se o inadimplemento de obrigações for sanado pela Emissora ou suas controladas, conforme o caso, no prazo previsto no respectivo instrumento, se existente, ou, caso não exista prazo específico, em até 5 (cinco) Dias Úteis contados do respectivo inadimplemento;
- d. ocorrência de qualquer condição resolutiva do Plano de Recuperação Judicial;
- e. não constituição da Garantia Real nos termos previstos nesta Escritura de Emissão e no Contrato de Garantia;
- f. a ocorrência de, exceto pelo Recuperação Judicial e do Plano de Recuperação Judicial:
(i) extinção, liquidação, dissolução da Emissora, exceto conforme previsto no Plano de Recuperação Judicial; (ii) insolvência, pedido de autofalência, pedido de falência não elidido no prazo legal ou decretação de falência da Emissora, [e/ou de qualquer de suas controladas diretas ou indiretas] e/ou das Garantidoras; (iii) o ajuizamento de pedido de recuperação judicial, pedido de recuperação extrajudicial ou a proposta ou comunicação, com quaisquer credores, sobre a possibilidade da Emissora e/ou das Garantidoras negociarem um plano de recuperação extrajudicial; (iv) qualquer procedimento análogo que venha a ser criado por lei, requerido por ou decretado contra a Emissora ou contra as Garantidoras ou qualquer de suas controladas



diretas ou indiretas, salvo se o requerimento tiver sido elidido no prazo legal ou efetuado por erro ou má-fé de terceiros, desde que validamente comprovado o erro ou má-fé no prazo de 5 (cinco) dias contados da data da ciência do referido requerimento; (v) requerimento, pela Emissora [ou qualquer de suas controladas diretas ou indiretas] e/ou pelas Garantidoras, da medida prevista no § 12º do artigo 6º da LRF ou, ainda, de quaisquer medidas preparatórias, antecipatórias ou similares para processo de insolvência, recuperação judicial ou extrajudicial, inclusive em outra jurisdição; (vi) proposta, pela Emissora [ou qualquer de suas controladas diretas ou indiretas] e/ou pelas Garantidoras, de conciliações e mediações antecedentes ou incidentais a processos de insolvência nos termos do artigo 20-B da LRF; ou (vii) pedido, pela Emissora [ou qualquer de suas controladas diretas ou indiretas] e/ou pelas Garantidoras, de suspensão de execução de dívidas para fins de preparação de processos de insolvência; e

g. transformação do tipo societário da Emissora.

7.2. Sem prejuízo do disposto na Cláusula 7.1 acima, na ocorrência de quaisquer dos eventos indicados abaixo, o Agente Fiduciário deverá convocar Assembleia Geral de Debenturistas, nos termos da Cláusula 7.3.1 abaixo, visando a deliberar sobre a declaração do vencimento antecipado das Debêntures, observado o quórum específico estabelecido na Cláusula 7.3.1.1 abaixo, sendo que qualquer Assembleia Geral de Debenturistas aqui prevista poderá também ser convocada pela Emissora, na forma da Cláusula 10.1 abaixo (cada evento, um “Evento de Inadimplemento Não Automático” e, em conjunto com os Eventos de Inadimplemento Automáticos, “Eventos de Inadimplemento”):

- a. descumprimento, pela Emissora, por qualquer das Garantidoras e/ou por qualquer das Recuperandas, de quaisquer de suas obrigações, pecuniárias ou não, previstas no Plano de Recuperação Judicial, que não seja sanada no prazo de [2 (dois)] Dias Úteis;
- b. inveracidade, imprecisão de qualquer aspecto relevante, inconsistência ou desatualização de quaisquer das declarações ou garantias prestadas pela Emissora e/ou pelas Garantidoras nesta Escritura de Emissão e/ou em quaisquer documentos no âmbito da Oferta e/ou no Contrato de Fiança, conforme aplicável, nas datas em que houverem sido prestadas;
- c. invalidade, ineficácia, nulidade ou inexecutabilidade desta Escritura e/ou de qualquer dos Contratos de Garantia e/ou do Contrato de Fiança, por meio de decisão judicial e/ou administrativa cujos efeitos não sejam suspensos pela Emissora em até 90 (noventa) dias contados publicação da decisão judicial ou administrativa referida nessa cláusula;
- d. descumprimento de qualquer ordem de execução por quantia certa oriunda de decisão judicial definitiva contra a Emissora ou contra as Garantidoras ou qualquer uma de suas controladas, diretas ou indiretas, cujo valor individual ou agregado seja superior a R\$ 50.000.000,00 (cinquenta milhões de reais), ou o equivalente em outras moedas, salvo na hipótese de: (i) garantia do juízo, por qualquer meio (inclusive carta de fiança), sem a necessidade do efetivo desembolso do valor respectivo pela Emissora e/ou pelas Garantidoras ou qualquer uma de suas controladas diretas ou indiretas por conta dessa garantia prestada; e/ou (ii) suspensão ou cancelamento da exigibilidade imediata do pagamento do referido valor



por qualquer motivo, inclusive, mas não se limitando a, obtenção de decisão com efeito suspensivo perante o juízo que determinou a execução do título ou juízo superior a este;

e. concessão, pelas Recuperandas de mútuos, empréstimos, ou qualquer outra modalidade de operação de crédito, por qualquer meio, a qualquer pessoa física ou jurídica, sociedade, entidade ou veículo de qualquer natureza, cujo valor individual ou agregado seja superior a R\$ 10.000.000,00 (dez milhões de reais), exceto mútuos, empréstimos, ou qualquer outra modalidade de operação de crédito conforme permitido no âmbito do Plano de Recuperação Judicial. Para fins de esclarecimento, as operações de antecipação de pagamentos realizadas entre Recuperandas no exercício normal de suas atividades de importação não são ou serão consideradas operações de crédito;

f. em relação à Emissora, sem prejuízo e em adição às demais hipóteses de vencimento antecipado aqui previstas (a) criação de quaisquer ônus, entendido como hipoteca, penhor, alienação fiduciária, cessão fiduciária, usufruto, fideicomisso, encargo, gravame, ou outro ato que tenha o efeito prático similar a qualquer das expressões acima (“Ônus”) sobre quaisquer bens, direitos ou ativos de sua propriedade, e apenas na hipótese de os Ônus constituídos após a Emissão excederem, em valor total agregado, o limite de R\$ 200.000.000,00 (duzentos milhões de Reais) previsto na Cláusula 8.1(cc) abaixo e, em qualquer caso, excetuados de tal limite (i) os ativos das UPIs Definidas e os ativos listados no Anexo 4.1.4 do Plano de Recuperação Judicial, os quais podem ser alienados e onerados exclusivamente nos termos do Plano de Recuperação Judicial; e (ii) a constituição de Ônus sobre marcas de qualquer espécie de titularidade das Recuperandas e/ou suas controladas; (b) a criação de Ônus sobre as ações de emissão da Emissora de titularidade dos Acionistas de Referência; c) excetuados os financiamentos previstos no Plano de Recuperação Judicial e operações de desconto de recebíveis performados, a contratação ou assunção de novas dívidas ou obrigações financeiras de qualquer natureza que excedam o limite total agregado de R\$ 750.000.000,00 (setecentos e cinquenta milhões de Reais), o qual deverá ser corrigido anualmente pela variação acumulada (desde que positiva) do IPCA, conforme previsto na Cláusula 8.1(cc) abaixo; (d) prestação de garantia fidejussória, real ou fiduciária em favor de qualquer dívida, nova ou existente, exceto pela Garantia Real; (e) distribuição de recursos a seus acionistas de qualquer forma, incluindo, sem limitação, o pagamento de dividendos, juros sobre capital próprio, redução de capital, resgate de ações; e (f) venda, cessão, alienação, transferência, doação ou qualquer outra forma de disposição de quaisquer ativos de sua propriedade, com exceção da venda das UPIs Definidas, dos Ativos Relevantes no limite total agregado de R\$ 200.000.000,00 (duzentos milhões de Reais) previsto na Cláusula 8.1(cc) abaixo e dos ativos listados no Anexo 4.1.4 do Plano de Recuperação Judicial, exclusivamente nos termos do Plano de Recuperação Judicial;

g. protesto legítimo de títulos contra a Emissora e/ou as Garantidoras ou suas controladas, diretas ou indiretas: (a) em valor agregado superior a R\$ 50.000.000,00 (cinquenta milhões de reais) ou o equivalente em outras moedas; ou (b) em valor individualizado superior a R\$ 10.000.000,00 (dez milhões de reais) ou o equivalente em outras moedas, salvo se, no prazo de 30 (trinta) dias corridos contados do referido protesto, seja validamente comprovado pela Emissora, suas controladoras e/ou suas controladas e/ou pelas Garantidoras que: (i) o protesto foi efetuado por erro ou má-fé de terceiros; (ii) o protesto foi cancelado ou, ainda, suspenso; (iii) o montante





protestado foi devidamente quitado; ou (iv) foram prestadas pela Emissora ou por suas controladas diretas ou indiretas, conforme o caso, e aceitas pelo Poder Judiciário, garantias em juízo;

h. cisão, fusão, incorporação (inclusive incorporação de ações) ou qualquer outra forma de reorganização societária que envolva a Emissora e/ou as Garantidoras e/ou quaisquer de suas controladas operacionais, diretas ou indiretas, exceto se: (i) se for obtida anuência prévia de Debenturistas que representem, no mínimo, 75% (setenta e cinco por cento) das Debêntures em Circulação presentes na Assembleia Geral de Debenturistas; e (ii) previsto no Plano de Recuperação Judicial;

i. caso ocorra transferência do Controle da Emissora e/ou das Garantidoras. Para fins desta Cláusula, “Controle” significa, nos termos do art. 116 da Lei das Sociedades por Ações, (i) a titularidade de direitos de sócios que assegurem ao seu titular, de modo permanente, a maioria dos votos nas deliberações sociais e o poder de eleger a maioria dos administradores da sociedade; e (ii) o uso efetivo de tal poder para dirigir as atividades sociais e orientar o funcionamento dos órgãos da sociedade. As expressões e termos “Controlador”, “Controlado por”, “sob Controle comum” e “Controlada” têm os significados logicamente decorrentes desta definição de “Controle”;

j. realização de redução de capital social da Emissora e/ou das Garantidoras que gere impacto no cumprimento de obrigações previstas nesta Escritura e que tenha outra finalidade que não a absorção de prejuízos, sem que haja anuência prévia de Debenturistas que representem, no mínimo, 75% (setenta e cinco por cento) das Debêntures em Circulação presentes na Assembleia Geral de Debenturistas;

k. alteração ou modificação do objeto social da Emissora e/ou das Garantidoras, de modo a alterar substancialmente o ramo de negócios preponderante atualmente explorado pela Companhia; ou

l. questionamento judicial, pela Emissora, pelas Recuperandas, ou por qualquer de suas controladoras e/ou controladas, sobre a validade e/ou exequibilidade desta Escritura e/ou das Debêntures e/ou de qualquer dos Contratos de Garantia e/ou do Contrato de Fiança;

m. descumprimento de decisão judicial no âmbito da Recuperação Judicial;

n. resgate ou amortização de ações, distribuição e/ou pagamento, pela Emissora e/ou pelas Garantidoras, de dividendos, juros sobre o capital próprio, pagamentos de mútuos ou cancelamento de AFACs, ou quaisquer outras distribuições de lucros aos acionistas da Emissora e/ou das Garantidoras;

o. questionamento por qualquer terceiro, incluindo o administrador judicial, Ministério Público, qualquer acionista das Recuperandas, ou qualquer dos credores habilitados na Recuperação Judicial, sobre a validade, eficácia e/ou exequibilidade desta Escritura de Emissão e/ou das Debêntures e/ou dos Contratos de Garantia e/ou do Contrato de Fiança com a prolação de





decisão favorável ao questionamento que não seja revertida no prazo de 15 (quinze) dias corridos contados da referida decisão;

p. caso as Debêntures, esta Escritura de Emissão e/ou qualquer dos Contratos de Garantia sejam inexecutáveis, declarados nulos ou sem efeito, total ou parcialmente, conforme qualquer decisão judicial, administrativa ou arbitral;

q. transferência ou qualquer forma de cessão ou promessa de cessão a terceiros, pela Emissora e/ou pelas Garantidoras das obrigações assumidas ou a serem assumidas pela Emissora nesta Escritura de Emissão, nos Contratos de Garantia, no Contrato de Fiança e em qualquer dos demais documentos relacionados às Debêntures;

r. subordinação da dívida representada pelas Debêntures a qualquer outra dívida ou obrigação de qualquer natureza ou, ainda, existência de ato ou determinação de autoridade judicial ou governamental que afete ou possa afetar a senioridade da dívida representada pelas Debêntures a qualquer outra dívida ou obrigação de qualquer natureza da Emissora e/ou das Garantidoras;

s. descumprimento, pela Emissora e/ou pelas Garantidoras, de quaisquer obrigações não pecuniárias decorrentes desta Escritura de Emissão, dos Contratos de Garantia, do Contrato de Fiança ou de qualquer dos demais documentos relacionados às Debêntures, desde que não sanado no prazo de 10 (dez) dias corridos contados do respectivo descumprimento, sendo que esse prazo não se aplica às obrigações para as quais tenha sido estipulado prazo específico nesta Escritura de Emissão, nos Contratos de Garantia, no Contrato de Fiança ou nos demais documentos relacionados às Debêntures;

t. contratação ou assunção pela Emissora e/ou pelas Garantidoras ou por qualquer sociedade nas quais estas detenham participação de dívidas ou obrigações financeiras de qualquer natureza ou valor, nova ou existente, exceto por aquelas expressamente previstas no Plano de Recuperação Judicial ou nesta Escritura;

u. com relação a qualquer dos bens objeto da Garantia Real e/ou a qualquer dos direitos a estes inerentes, nos termos dos Contratos de Garantia, conforme aplicável, rescisão, distrato, aditamento ou qualquer forma de alteração, alienação, venda, cessão, transferência, permuta, conferência ao capital, comodato, empréstimo, locação, arrendamento, dação em pagamento, endosso, desconto ou qualquer outra forma de transferência ou disposição, inclusive por meio de redução de capital, ou constituição de qualquer Ônus (exceto pela Garantia Real), ou permissão que qualquer dos atos acima seja realizado, em qualquer dos casos deste inciso, de forma gratuita ou onerosa, no todo ou em parte, direta ou indiretamente, ainda que para ou em favor de pessoa do mesmo grupo econômico;

v. caso a Garantia Real, por qualquer fato, torne-se inábil, ineficaz, inválida, imprópria ou insuficiente para assegurar o cumprimento de qualquer das obrigações assumidas nesta Escritura de Emissão e em qualquer dos demais documentos relacionados às Debêntures;



w. se, por qualquer motivo, a Emissora deixe de ter registro de companhia aberta categoria “A” perante a CVM;

x. [se, por qualquer motivo, as ações da Emissora deixem de estar listadas no segmento do Novo Mercado da B3, e a Emissora divulgue, na qualidade de ofertante, edital de oferta pública de aquisição de ações de saída do Novo Mercado da B3];

y. cancelamento, revogação, suspensão ou não obtenção ou renovação das autorizações, alvarás ou licenças (incluindo ambientais) necessárias ao regular exercício das atividades desenvolvidas pela Emissora e/ou pelas Garantidoras que afete de forma adversa e relevante o regular exercício das atividades desenvolvidas pela Emissora e/ou pelas Garantidoras;

z. ocorrência dos seguintes eventos na Recuperação Judicial:

- (i) caso qualquer tribunal competente ou outra autoridade reguladora ou governamental competente emita uma ordem ou decisão (i) impedindo a consumação, declarando ilegal, inválido, ineficaz ou inexecutável ou de qualquer forma limitando o Plano de Recuperação Judicial ou (ii) declarando qualquer disposição desta Escritura de Emissão ou dos Contratos de Garantia, bem como de qualquer outro documento relacionado ao Plano de Recuperação Judicial ilegal, inválida, ineficaz ou inexecutável;
- (ii) caso a Recuperação Judicial seja extinta ou convertida em liquidação (falência) pelo Juízo da Recuperação de acordo com as disposições aplicáveis da LRF;
- (iii) seja proferida decisão no âmbito da Recuperação Judicial para (A) obter financiamento não permitido de outra forma segundo esta Escritura de Emissão, (B) criar qualquer Ônus sobre os bens da Emissora, sobre ou afetando qualquer dos ativos objeto dos Contratos de Garantia sem o consentimento prévio dos Debenturistas, (C) usar quaisquer dos ativos objeto dos Contratos de Garantia de maneira inconsistente com esta Escritura de Emissão e os Contratos de Garantia, (D) alterar, suplementar, sustar, cancelar ou de outra forma modificar esta Escritura de Emissão e os Contratos de Garantia (exceto em relação a alterações de redação) sem o consentimento dos Debenturistas; (E) evitar ou exigir o cancelamento de qualquer parte dos pagamentos efetuados por conta das obrigações devidas segundo esta Escritura de Emissão e os Contratos de Garantia; (F) cancelar, estender ou obter medida semelhante em relação ao período de suspensão de ações a que se refere o artigo 6º, §4º, da Lei das Sociedades Anônimas, de forma a (x) permitir a qualquer credor da Emissora executar ou fazer valer um Ônus sobre quaisquer bens objeto dos Contratos de Garantia ou sobre quaisquer outras garantias que venham a ser constituídas (“Bens Dados em Garantia”), ou (y) em relação a qualquer Ônus sobre ou a concessão de qualquer Ônus sobre quaisquer Bens Dados em Garantia a qualquer agência ou autoridade regulatória ambiental; ou (G) conceder qualquer outra demanda com prioridade extraconcursal ou Ônus igual ou superior àquele



concedido aos Debenturistas, representado pelo Agente Fiduciário (exceto conforme de outra forma permitido segundo esta Escritura de Emissão e os Contratos de Garantia);

- (iv) caso a Emissora ou qualquer outra parte interessada apresentem ao Juízo da Recuperação qualquer pedido cujo objeto seja inconsistente em qualquer aspecto material com esta Escritura de Emissão, ou os Contratos de Garantia ou com o Plano de Recuperação Judicial, e a desistência de tal pedido não seja protocolada no prazo de 2 (dois) Dias Úteis contados da Data do Pedido;
- (v) se a decisão do Juízo da Recuperação que tiver homologado o Plano de Recuperação Judicial venha a ser suspensa ou revertida por qualquer autoridade competente, ainda que em caráter liminar e/ou provisório;
- (vi) se a Emissora alterar o Plano de Recuperação Judicial, seus anexos ou qualquer um dos documentos relacionados ao Plano de Recuperação Judicial, sem consentimento prévio dos Credores, de modo que afete negativamente o interesse dos Credores com relação ao Plano de Recuperação Judicial ou à Recuperação Judicial ou seja inconsistente com esta Escritura de Emissão;
- (vii) se a Emissora alterar a lista de credores incluída no Plano de Recuperação Judicial para adicionar qualquer credor ou aumentar o montante da reivindicação de qualquer dos credores listados nesses documentos sem o consentimento prévio dos Credores;
- (viii) se a Emissora efetuar qualquer pagamento a qualquer afiliada ou parte relacionada sem o consentimento prévio dos Credores;
- (ix) se a Emissora efetuar qualquer pagamento, quer de principal, juros ou outros, em relação a quaisquer créditos concursais ou qualquer endividamento existente até a Data do Pedido, exceto se especificamente contemplado e descrito no Plano de Recuperação Judicial.

7.3. A ocorrência de qualquer um dos Eventos de Inadimplemento Automático descritos na da Cláusula 7.1 acima, acarretará o vencimento antecipado automático das Debêntures, independentemente de qualquer consulta aos Debenturistas, aplicando-se o disposto na Cláusula 7.4 abaixo.

7.3.1. Na ocorrência de qualquer dos Eventos de Inadimplemento Não Automático descritos na da Cláusula 7.2 acima, desde que não sanados nos respectivos prazos de cura específicos, conforme aplicável, o Agente Fiduciário deverá, em até 2 (dois) Dias Úteis contados da data em que tomar ciência da ocorrência do referido evento, convocar Assembleia Geral de Debenturistas para deliberar acerca da declaração do vencimento antecipado das Debêntures, observado o procedimento de convocação previsto na Cláusula X e o quórum específico estabelecido na Cláusula 7.3.1.1 abaixo.



7.3.1.1. As Assembleias Gerais de Debenturistas a que se refere a Cláusula 7.3.1 acima somente poderão determinar que o Agente Fiduciário declare o vencimento antecipado das Debêntures por deliberação de Debenturistas detentores de, no mínimo, 75% (setenta e cinco por cento) das Debêntures em Circulação.

7.3.1.2. Os Debenturistas que porventura sejam Acionistas da Emissora por força das ações recebidas no Aumento de Capital Reestruturação terão direito a voz e voto nas Assembleias Gerais de Debenturistas, sem qualquer limitação, sendo certo que em nenhuma hipótese a condição de Acionista da Emissora poderá ser utilizada para desconsiderar, superar, desqualificar ou de qualquer forma questionar o voto do respectivo Debenturista nas Assembleias Gerais de Debenturistas.

7.3.1.3. Não havendo quórum, seja de instalação e/ou de deliberação, em segunda convocação, da Assembleia Geral de Debenturistas conforme disposto na Cláusula 7.3.1.1 acima, o Agente Fiduciário deverá se abster de considerar antecipadamente vencidas as obrigações decorrentes das Debêntures até ulterior deliberação dos Debenturistas na forma desta Escritura.

7.4. Observado o disposto nesta Cláusula VII, em caso de vencimento antecipado das Debêntures, a Emissora obriga-se a pagar, inclusive em decorrência da excussão ou execução da Garantia Real, a totalidade das Debêntures, com o seu consequente cancelamento, mediante o imediato pagamento do Valor Nominal Unitário (ou saldo do Valor Nominal Unitário, conforme o caso), no caso das Debêntures da Primeira Série e das Debêntures da Terceira Série ou do Valor Nominal Unitário Atualizado (ou saldo do Valor Nominal Unitário Atualizado, conforme o caso), no caso das Debêntures da Segunda Série e das Debêntures da Quarta Série, acrescido dos Juros Remuneratórios da respectiva Série, calculados *pro rata temporis* desde a Data de Emissão da respectiva Série (ou desde a Data de Pagamento dos Juros Remuneratórios da respectiva Série imediatamente anterior, conforme o caso) até a data do efetivo pagamento, e dos demais Encargos Moratórios devidos nos termos da Cláusula 4.7 desta Escritura, fora do âmbito B3, observado o disposto na Cláusula 7.5 abaixo.

7.5. Uma vez vencidas antecipadamente as Debêntures, o Agente Fiduciário deverá enviar notificação à B3 informando sobre o vencimento antecipado das Debêntures imediatamente após a declaração do vencimento antecipado, em conformidade com os demais termos e condições do Manual de Operações da B3.

7.6. Caso o pagamento da totalidade das Debêntures previsto na Cláusula 7.4 acima seja realizado por meio da B3, a Emissora deverá comunicar a B3, por meio de correspondência em conjunto com o Agente Fiduciário, sobre o tal pagamento, com, no mínimo, 5 (cinco) Dias Úteis de antecedência da data estipulada para a sua realização.

CLÁUSULA VIII

OBRIGAÇÕES ADICIONAIS DA EMISSORA





8.1. Observadas as demais obrigações previstas nesta Escritura, enquanto o saldo devedor das Debêntures não for integralmente pago, a Emissora [e a ST obrigam-se, ainda, conforme aplicável], a:

(a) fornecer ao Agente Fiduciário:

(a.1) dentro de, no máximo, 90 (noventa) dias após o término de cada exercício social (ou em um prazo mais longo, conforme permitido por regulamentação específica), ou na data de sua divulgação, o que ocorrer primeiro, cópia de suas demonstrações financeiras consolidadas e auditadas, relativas ao exercício social então encerrado, preparadas de acordo com os princípios contábeis geralmente aceitos no Brasil, acompanhadas do relatório da administração e do parecer dos auditores independentes e do relatório de revisão especial dos auditores independentes, bem como: (i) cópia de qualquer comunicação feita pelos auditores independentes à Emissora, ou aos membros de sua administração, e respectivas respostas, relativas a essas demonstrações financeiras, ao sistema de contabilidade, à gestão ou às contas da Emissora; e (ii) declaração do(s) representante(s) legal(is) da Emissora atestando o cumprimento de todas as obrigações constantes nesta Escritura;

(a.2) dentro de, no máximo, 45 (quarenta e cinco) dias após o término de cada trimestre do exercício social (ou em um prazo mais longo, conforme permitido por regulamentação específica), ou na data de sua divulgação, o que ocorrer primeiro, cópia de suas demonstrações financeiras consolidadas e revisadas, relativas ao respectivo trimestre, acompanhadas do relatório de revisão especial dos auditores independentes, bem como: (i) cópia de qualquer comunicação feita pelos auditores independentes à Emissora, ou aos membros de sua administração, e respectivas respostas, relativas a essas demonstrações financeiras, ao sistema de contabilidade, à gestão ou às contas da Emissora; e (ii) declaração do Diretor de Relação com Investidores atestando o cumprimento de todas as obrigações constantes nesta Escritura;

(a.3) cópia das informações periódicas e eventuais exigidas pela Resolução da CVM nº 80, de 29 de março de 2022 ("Resolução CVM 80"), conforme alterada, nos prazos ali previstos;

(a.4) os Avisos aos Debenturistas, fatos relevantes e atas de assembleias que de alguma forma envolvam interesses dos Debenturistas em até 5 (cinco) dias úteis da data em que forem divulgados ao mercado;

(a.5) em até 10 (dez) dias contados do recebimento de solicitação, qualquer informação relevante com relação às Debêntures que lhe venha a ser solicitada, de maneira razoável, por escrito, pelo Agente Fiduciário, a fim de que este possa cumprir as suas obrigações nos termos desta Escritura e da Resolução da CVM nº 17, de 9 de fevereiro de 2021, conforme em vigor ("Resolução CVM 17") ou em outro prazo caso assim determinado por autoridade competente;

(a.6) cópia de qualquer correspondência ou notificação judicial ou extrajudicial recebida pela Emissora relativa a um Evento de Inadimplemento ou a esta Escritura, inclusive de qualquer dos Eventos de Inadimplemento, imediatamente após o seu recebimento;





- (a.7) informações sobre o descumprimento de qualquer cláusula, termos ou condições desta Escritura, sem prejuízo do disposto na alínea “j” abaixo;
- (a.8) todos os dados financeiros e atos societários relacionados à Emissão e necessários à realização do relatório mencionado na alínea “p” da Cláusula 9.5.1 abaixo que venham a ser solicitados pelo Agente Fiduciário, nos prazos em que esses dados financeiros e atos societários tenham sido divulgados publicamente;
- (a.9) no prazo de até 5 (cinco) Dias Úteis contados da data do seu respectivo arquivamento na JUCERJA, uma via eletrônica, em PDF, com a chancela digital da JUCERJA desta Escritura e de seus eventuais aditamentos devidamente arquivados;
- (a.10) via original com a lista de presença e uma cópia eletrônica (PDF) com a devida chancela digital da JUCERJA dos atos e reuniões dos Debenturistas que integrem a Emissão; e
- (a.11) no prazo máximo de 5 (cinco) Dias Úteis contados do registro no Cartórios Competentes – Garantia Real, uma via original registrada do Contrato de Garantia Real.
- (b) preparar e proceder à adequada publicidade dos dados econômico-financeiros, nos termos exigidos pela Lei das Sociedades por Ações e/ou demais regulamentações aplicáveis, promovendo a publicação das suas demonstrações financeiras anuais;
- (c) manter a sua contabilidade atualizada e efetuar os respectivos registros de acordo com as práticas contábeis adotadas na República Federativa do Brasil, e permitir que representantes do Agente Fiduciário (ou de auditor independente por este contratado, às expensas da Emissora) tenham acesso irrestrito, desde que a respectiva solicitação seja acompanhada de relatório que fundamente a necessidade de tal acesso: (i) a todo e qualquer relatório do auditor independente entregue à Emissora referente às suas demonstrações financeiras; e (ii) aos livros e aos demais registros contábeis da Emissora, quando deliberado pela Assembleia Geral de Debenturistas;
- (d) convocar, nos termos da Cláusula X desta Escritura, Assembleia Geral de Debenturistas para deliberar sobre qualquer das matérias que direta ou indiretamente se relacione com a presente Emissão, caso o Agente Fiduciário deva fazê-lo, nos termos da presente Escritura, mas não o faça;
- (e) cumprir com todas as determinações emanadas da CVM, com o envio de documentos, prestando, ainda, as informações que lhes forem solicitadas pela CVM;
- (f) manter sempre atualizado o registro de companhia aberta na CVM, nos termos da regulamentação aplicável;
- (g) estruturar e manter em adequado funcionamento um departamento para atender de forma eficiente aos Debenturistas, podendo utilizar, para esse fim, a estrutura e os órgãos





destinados ao atendimento de seus acionistas, ou contratar, às expensas da Emissora, instituições financeiras autorizadas para a prestação desse serviço;

(h) não alterar seus principais ramos de negócio conforme previsto em seu Estatuto Social, não realizar operações fora de seu objeto social e não praticar qualquer ato em desacordo com seu Estatuto Social, o Plano de Recuperação Judicial e/ou com esta Escritura, em especial os que possam, direta ou indiretamente, comprometer o pontual e integral cumprimento das obrigações assumidas perante os Debenturistas;

(i) obter, observar os termos de, e praticar todos os atos necessários para manter em pleno vigor todas as autorizações, aprovações, licenças e consentimentos exigidos nos termos da legislação e regulamentação brasileiras para o regular exercício das atividades desenvolvidas pela Emissora ou suas controladas, diretas ou indiretas, visando, também, permitir o cumprimento, pela Emissora, das obrigações previstas nesta Escritura, ou para assegurar a legalidade, validade e exequibilidade dessas obrigações;

(j) aplicar os recursos obtidos por meio da Emissão estritamente conforme descrito na Cláusula 3.4 acima;

(k) cumprir todas as leis, regras, regulamentos e ordens aplicáveis, em qualquer jurisdição na qual realize negócios ou possua ativos, inclusive, mas não se limitando a: (i) legislação e regulamentação relacionadas à saúde e segurança ocupacional e ao meio ambiente, inclusive no que se refere à prostituição, à mão-de-obra infantil, à mão-de-obra em condição análoga à de escravo e aos direitos dos silvícolas (em especial, mas não se limitando, ao direito sobre as áreas de ocupação indígena, assim declaradas pela autoridade competente) ("Legislação Socioambiental"); e (ii) a Lei nº 12.846, de 1 de agosto de 2013, ou nos termos de qualquer outra lei antissuborno ou anticorrupção, conforme aplicável ("Leis Anticorrupção");

(l) exceto com relação àqueles pagamentos que estejam sendo questionados pela Emissora na esfera judicial ou administrativa, manter em dia o pagamento de todos os tributos devidos às Fazendas Federal, Estadual ou Municipal;

(m) tomar todas as medidas necessárias para:

(m.1) preservar todos seus direitos, títulos de propriedade, licenças (inclusive licenças ambientais), alvarás e ativos necessários para a condução dos seus negócios e os negócios de suas controladas, diretas ou indiretas, dentro do respectivo objeto social e das práticas comerciais usuais;

(m.2) manter em boas condições os bens utilizados na condução de seus negócios e na condução dos negócios de suas controladas, diretas ou indiretas, excetuando-se o desgaste normal desses bens;





(m.3) manter os bens necessários para a condução de suas atividades principais adequadamente segurados por seguradoras de primeira linha, conforme práticas correntes em seu setor de atuação; e

(m.4) estender as medidas elencadas nos subitens “m.1” a “m.3” acima para as sociedades sob seu controle.

(n) contratar e manter contratados, às suas expensas, durante todo o prazo de vigência das Debêntures, os prestadores de serviços inerentes às obrigações previstas nesta Escritura, incluindo: (i) o Agente Fiduciário; (ii) o Banco Liquidante e o Escriturador; e (iii) a B3, e manter as Debêntures depositadas para negociação na B3 durante o prazo de vigência das Debêntures, arcando com os custos do referido registro;

(o) efetuar pontualmente o pagamento dos serviços relacionados ao registro das Debêntures na B3;

(p) efetuar o pagamento de todas as despesas comprovadas pelo Agente Fiduciário que venham a ser necessárias para proteger os direitos e interesses dos Debenturistas ou para realizar seus créditos, inclusive, honorários advocatícios e outras despesas e custos razoáveis incorridos em virtude da cobrança de qualquer quantia devida aos Debenturistas nos termos desta Escritura;

(q) informar à B3 o valor e a data de pagamento de toda e qualquer remuneração referente às Debêntures;

(r) manter válidas e regulares, durante o prazo de vigência das Debêntures e desde que haja Debêntures em Circulação, as declarações e garantias apresentadas nesta Escritura, no que for aplicável;

(s) não utilizar, e assegurar que seus respectivos conselheiros, diretores e empregados não utilizem os recursos decorrentes da presente Emissão (A) para favorecer uma oferta, pagamento, promessa de pagamento, ou autorização para pagamento ou entrega de dinheiro ou qualquer outro bem de valor, a qualquer Pessoa, em violação da Lei Anticorrupção, ou (B) para o financiamento ou facilitação de quaisquer atividades, negócios ou transações de, ou com, qualquer Pessoa, em violação da Lei Anticorrupção. Para os fins desta Escritura, “Pessoa” significa uma pessoa física ou jurídica, de direito ou de fato, uma associação voluntária, qualquer governo, quaisquer agências governamentais ou quaisquer outros entes governamentais;

(t) comunicar imediatamente à CVM e ao Agente Fiduciário qualquer inadimplência no cumprimento das obrigações contraídas perante os Debenturistas;

(u) informar e enviar, no prazo de 30 (trinta) dias antes do encerramento do prazo para disponibilização na CVM do relatório anual citado na alínea “p” da Cláusula 9.5.1, o organograma de seu grupo societário, conforme a Resolução CVM 17, o qual deverá conter



inclusive, controladores, controladas, controle comum, coligadas, e integrante de bloco de controle, no encerramento de cada exercício social;

(v) prestar, no âmbito da Emissão, informações suficientes, verdadeiras, precisas, consistentes e atuais ao Agente Fiduciário e aos Debenturistas, nos termos do artigo 24 da Resolução CVM 160;

(w) não divulgar ao público informações referentes à Emissora, à Emissão ou às Debêntures em desacordo com o disposto na regulamentação aplicável, incluindo, mas não se limitando ao disposto nos artigos 10 e seguintes da Resolução CVM 160;

(x) cumprir as obrigações estabelecidas na Resolução CVM 160, conforme aplicável;

(y) cumprir as obrigações estabelecidas no artigo 89 da Resolução CVM 160, quais sejam:

(i) preparar demonstrações financeiras de encerramento de exercício e, se for o caso, demonstrações consolidadas, em conformidade com a Lei das Sociedades por Ações e com a regulamentação da CVM; (ii) submeter suas demonstrações financeiras a auditoria, por auditor registrado na CVM; (iii) divulgar, até o dia anterior ao início das negociações, as demonstrações financeiras, acompanhadas de notas explicativas e do relatório dos auditores independentes, relativas aos 3 (três) últimos exercícios sociais encerrados; (iv) divulgar as demonstrações financeiras subsequentes, acompanhadas de notas explicativas e relatório dos auditores independentes, dentro de 3 (três) meses contados do encerramento do exercício social; (v) observar as disposições da regulamentação específica da CVM, no tocante ao dever de sigilo e vedações à negociação; (vi) divulgar a ocorrência de fato relevante, conforme definido na regulamentação específica da CVM; e (vii) divulgar em sua página na rede mundial de computadores o relatório anual e demais comunicações enviadas pelo Agente Fiduciário na mesma data do seu recebimento, observado ainda o disposto no item (iv) acima. Os documentos previstos nos itens (iii), (iv) e (vi) acima deverão ser disponibilizados (a) por um período de 3 (três) anos na página da Emissora na rede mundial de computadores, e (b) em sistema disponibilizado pela B3;

(z) manter a Garantia Real sempre válida, exigível e exequível até a integral liquidação das Debêntures;

(aa) tomar ou fazer com que sejam tomadas todas as ações necessárias ou desejáveis para (a) conduzir a Recuperação Judicial de acordo com o Plano de Recuperação Judicial e com os documentos relacionados ao Plano de Recuperação Judicial, e (b) cumprir com as metas e prazos definidos na Recuperação Judicial, no Plano de Recuperação Judicial e nesta Escritura de Emissão para votação e implementação da Recuperação Judicial e nos documentos relacionados ao Plano de Recuperação Judicial;

(bb) sempre que razoavelmente solicitado pelos Debenturistas, realizar, ou estar disponível para participar de uma reunião (em local e data mutuamente aceitável ou telefonicamente) com os Debenturistas e com a administração da Emissora, e sempre que necessários, com a





participação do Agente Fiduciário, sobre os resultados financeiros e as operações da Emissora e o monitoramento de qualquer evolução na Recuperação Judicial;

(cc) não (i) alienar ou criar Ônus sobre bens, móveis ou imóveis, integrantes do ativo permanente (não circulante) das Recuperandas em montante, individual ou agregado, superior a R\$ 200.000.000,00 (duzentos milhões de reais), com exceção da venda de ativos para desinvestimento listados no Anexo 4.1.4 do Plano de Recuperação Judicial e da venda ou oneração dos ativos que compõem as UPIs Definidas conforme autorizadas pelo Plano de Recuperação Judicial; (ii) excetuados os financiamentos previstos no Plano e operações de desconto de recebíveis performados, contratar ou assumir novas dívidas ou obrigações financeiras de qualquer natureza, em montante, individual ou agregado, superior a R\$ 750.000.000,00 (setecentos e cinquenta milhões de reais), o qual deverá ser corrigido anualmente pela variação acumulada (desde que positiva) do IPCA; e (iii) realizar, com exceção do Aumento de Capital Reestruturação e dos Aumentos de Capital Autorizados (conforme previstos no Plano de Recuperação Judicial), qualquer aumento de capital da Emissora caso as ações de emissão da Emissora não estejam listadas no segmento do Novo Mercado da B3, exceto se aprovado pelos Debenturistas, que poderão deliberar sobre os parâmetros, termos e condições do respectivo aumento de capital, incluindo o preço de emissão das novas ações, conforme previsto na Cláusula 7.4 do Plano de Recuperação Judicial;

(dd) não conceder mútuos, empréstimos, adiantamentos ou qualquer outra modalidade de operação de crédito, por qualquer meio, a qualquer pessoa física ou jurídica, sociedade, entidade ou veículo de qualquer natureza, cujo valor individual ou agregado seja superior a R\$ 10.000.000,00 (dez milhões de reais), exceto mútuos, empréstimos, ou qualquer outra modalidade de operação de crédito permitidos no âmbito do Plano de Recuperação Judicial. Para fins de esclarecimento, as operações de antecipação de pagamentos realizadas entre Recuperandas no exercício normal de suas atividades de importação não são ou serão consideradas operações de crédito; e

(ee) (i) exceto (a) conforme expressamente previsto e autorizado nos termos desta Escritura e ressalvados os atos necessários para constituição e alienação das UPIs Definidas, (b) conforme estabelecidos no Plano de Recuperação Judicial e nesta Escritura, e (c) a oneração de direitos e ativos para garantia de contingências tributárias, não transferir, contribuir, aportar ou de qualquer forma onerar seus ativos, inclusive intangíveis e a base de clientes ou fornecedores da Americanas para venda de outros produtos ou serviços; e (ii) não celebrar ou entrar em contratos ou acordos de longo prazo gratuitos ou não onerosos ou em condições que não estejam em condições de mercado, em qualquer hipótese, com suas Afiliadas ou Partes Relacionadas, salvo mediante prévia aprovação dos Debenturistas titulares de 75% das Debêntures em Circulação presentes na Assembleia Geral de Debenturistas convocada para deliberar sobre a operação específica.

CLÁUSULA IX AGENTE FIDUCIÁRIO

9.1. Nomeação

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9.1.1. A Emissora constitui e nomeia como Agente Fiduciário dos Debenturistas desta Emissão a [•], acima qualificada, a qual, neste ato e pela melhor forma de direito, aceita a nomeação para, nos termos da lei e desta Escritura, representar perante a Emissora a comunhão dos Debenturistas.

9.2. Declaração

9.2.1. O Agente Fiduciário declara, neste ato, sob as penas da lei:

- (a) não ter nenhum impedimento legal, conforme parágrafo 3º do artigo 66 da Lei das Sociedades por Ações e o artigo 6º da Resolução CVM 17 para exercer a função que lhe é conferida;
- (b) que verificou a veracidade das informações relativas à Garantia Real e a consistência das informações contidas nesta Escritura e nos Contratos de Garantia, com base nas informações prestadas pela Companhia, tendo diligenciado para que fossem sanadas as omissões, falhas, ou defeitos de que tenha tido conhecimento;
- (c) aceitar a função que lhe é conferida, assumindo integralmente os deveres e atribuições previstos na legislação específica, nesta Escritura e nos Contratos de Garantia;
- (d) aceitar integralmente a presente Escritura e os Contratos de Garantia, todas as suas cláusulas e condições;
- (e) não ter nenhuma ligação com a Emissora que o impeça de exercer suas funções;
- (f) estar ciente da Circular do Banco Central do Brasil nº 1.832, de 31 de outubro de 1990;
- (g) estar devidamente autorizado a celebrar esta Escritura e os Contratos de Garantia e a cumprir com suas obrigações aqui e ali previstas, tendo sido satisfeitos todos os requisitos legais e estatutários necessários para tanto;
- (h) não se encontrar em nenhuma das situações de conflito de interesse previstas no artigo 6º da Resolução CVM 17;
- (i) estar devidamente qualificado a exercer as atividades de agente fiduciário, nos termos da regulamentação aplicável vigente;
- (j) que esta Escritura e os Contratos de Garantia constituem obrigações legais, válidas, vinculativas e eficazes do Agente Fiduciário, exequíveis de acordo com os seus termos e condições;





- (k) que a celebração desta Escritura e dos Contratos de Garantia e o cumprimento de suas obrigações aqui e ali previstas não infringem qualquer obrigação anteriormente assumida pelo Agente Fiduciário;
- (l) a pessoa que o representa na assinatura desta Escritura e dos Contratos de Garantia tem poderes bastantes para tanto;
- (m) que, com base nas informações emitidas junto à Emissora, identificou que não exerce a função de agente fiduciário em emissões do grupo econômico da Emissora; e
- (n) que assegurará tratamento equitativo a todos os investidores das emissões de valores mobiliários descritas na alínea “m” acima.

9.3. Remuneração do Agente Fiduciário

9.3.1. Serão devidos ao Agente Fiduciário honorários pelo desempenho dos deveres e atribuições que lhe competem, nos termos deste instrumento e da legislação em vigor, correspondentes: (i) uma parcela de implantação no valor de R\$ [●] ([●]), devida até o [●]º ([●]) dia útil contado da data de assinatura da Debêntures presente Escritura de Emissão e (ii) parcelas anuais no valor de R\$ [●] ([●]), sendo a primeira parcela devida no mesmo dia do vencimento da parcela (i) acima do ano subsequente e as demais no mesmo dia dos anos subsequentes.

9.3.1.1. A parcela citada na Cláusula 9.3.1 acima será reajustada anualmente pela variação acumulada do IPCA/IBGE, ou na falta deste, ou ainda na impossibilidade de sua utilização, pelo índice que vier a substituí-lo, a partir da data do primeiro pagamento até as datas de pagamento seguintes.

9.3.1.2. Na hipótese de ocorrer o cancelamento ou o resgate da totalidade das Debêntures em Circulação, o Agente Fiduciário fará jus somente à remuneração calculada *pro rata temporis* pelo período da efetiva prestação dos serviços, devendo restituir à Emissora a diferença entre a remuneração recebida e aquela a que fez jus, sem prejuízo do disposto na Cláusula 9.3.1.1 acima.

9.3.1.3. As parcelas citadas na Cláusula 9.3.1 acima, serão acrescidas de ISS (Imposto Sobre Serviços de Qualquer Natureza), PIS (Contribuição ao Programa de Integração Social), COFINS (Contribuição para o Financiamento da Seguridade Social), CSLL (Contribuição sobre o Lucro Líquido), IRRF (Imposto de Renda Retido na Fonte) e quaisquer outros impostos que venham a incidir sobre a remuneração do Agente Fiduciário nas alíquotas vigentes nas datas de cada pagamento.

9.3.1.4. As parcelas citadas na Cláusula 9.3.1 acima poderão ser faturadas por qualquer empresa do grupo econômico, incluindo, mas não se limitando, a [●], inscrita no CNPJ/MF nº [●], desde que a empresa seja a emissora do documento fiscal.





9.3.1.5 Em caso de mora no pagamento de qualquer quantia devida, sobre os débitos em atraso incidirão multa contratual de 2% (dois por cento) sobre o valor do débito, bem como juros moratórios de 1% (um por cento) ao mês.

9.3.2. Em caso de inadimplemento, pela Emissora, ou de reestruturação das condições da operação, será devida ao Agente Fiduciário uma remuneração adicional equivalente a R\$ [●] ([●] reais) por hora-homem de trabalho dedicado às atividades relacionadas à Emissão, incluindo, mas não se limitando: (i) ao comparecimento em reuniões formais ou conferências telefônicas com a Emissora, os Debenturistas ou demais partes da Emissão, inclusive respectivas assembleias; (ii) a análise e/ou confecção de eventuais aditamentos aos documentos da operação, atas de assembleia e/ou quaisquer documentos necessários ao disposto no item seguinte; e (iii) implementação das consequentes decisões tomadas em tais eventos, remuneração, esta a ser paga no prazo de 10 (dez) dias após a conferência e aprovação pela Emissora do respectivo “Relatório de Horas”.

9.3.3. Os serviços cobertos pela remuneração prevista na Cláusula 9.3.1 acima são aqueles descritos na Resolução CVM 17 e na Lei das Sociedades por Ações.

9.4. Substituição

9.4.1. Nas hipóteses de impedimentos temporários, renúncia, intervenção, liquidação judicial ou extrajudicial, falência, morte ou qualquer outro caso de vacância, será realizada, dentro do prazo máximo de 30 (trinta) dias corridos contados do evento que a determinar, Assembleia Geral de Debenturistas para a escolha do novo agente fiduciário, a qual poderá ser convocada pelo próprio Agente Fiduciário a ser substituído, pela Emissora, por Debenturistas que representem 10% (dez por cento), no mínimo, das Debêntures em Circulação, ou pela CVM. Na hipótese de a convocação não ocorrer até 15 (quinze) dias corridos antes do término do prazo acima citado, caberá à Emissora efetuar-la, observado o prazo de 15 (quinze) dias para a primeira convocação e 8 (oito) dias para a segunda convocação, sendo certo que a CVM poderá proceder à convocação da Assembleia Geral de Debenturistas ou nomear substituto provisório enquanto não se consumir o processo de escolha do novo Agente Fiduciário, nos termos do artigo 7º da Resolução CVM 17.

9.4.2. A remuneração do novo agente fiduciário será a mesma já prevista nesta Escritura, salvo se outra for negociada com a Emissora, sendo por esta aceita por escrito, prévia e expressamente.

9.4.2.1. Caso ocorra a efetiva substituição do Agente Fiduciário, o substituto receberá a mesma remuneração recebida pelo Agente Fiduciário em todos os seus termos e condições, sendo que a primeira parcela anual devida ao substituto será calculada *pro rata temporis*, a partir da data de início do exercício de sua função como agente fiduciário.

9.4.3. Na hipótese de não poder o Agente Fiduciário continuar a exercer as suas funções por circunstâncias supervenientes a esta Escritura, deverá comunicar imediatamente o fato aos





Debenturistas e à Emissora, mediante convocação de Assembleia Geral de Debenturistas, solicitando sua substituição.

9.4.4. É facultado aos Debenturistas, após o encerramento do prazo para a distribuição das Debêntures no mercado, proceder à substituição do Agente Fiduciário e à indicação de seu substituto, em Assembleia Geral de Debenturistas especialmente convocada para esse fim.

9.4.5. A substituição, em caráter permanente, do Agente Fiduciário deverá ser comunicada à CVM no prazo de até 7 (sete) Dias Úteis contados do registro do aditamento a esta Escritura na JUCERJA, e estará sujeita aos requisitos previstos na Resolução CVM 17, e eventuais normas posteriores.

9.4.6. Juntamente com a comunicação a respeito da substituição, deverão ser encaminhadas à CVM: (i) declaração assinada por diretor estatutário do novo agente fiduciário sobre a não existência de situação de conflito de interesses que impeça o exercício da função; e (ii) caso o novo agente fiduciário não possua cadastro na CVM, (a) comprovação de que o novo agente fiduciário é instituição financeira previamente autorizada a funcionar pelo Banco Central do Brasil, tendo por objeto social a administração ou a custódia de bens de terceiros e (b) informações cadastrais indicadas na regulamentação específica que trata do cadastro de participantes do mercado de valores mobiliários.

9.4.7. A substituição do Agente Fiduciário deverá ser objeto de aditamento a presente Escritura, que deverá ser devidamente arquivado na JUCERJA e registrado nos Cartórios Competentes.

9.4.8. O Agente Fiduciário entrará no exercício de suas funções a partir da data da presente Escritura ou, no caso de agente fiduciário substituto, no dia da celebração do correspondente aditamento à Escritura, devendo permanecer no exercício de suas funções até sua efetiva substituição ou até a data da integral liquidação das Debêntures, conforme aplicável.

9.4.9. Aplicam-se às hipóteses de substituição do Agente Fiduciário as normas e preceitos da CVM.

9.5. Deveres

9.5.1. Além de outros previstos em lei, em ato normativo da CVM, ou na presente Escritura, constituem deveres e atribuições do Agente Fiduciário:

- (a) exercer suas atividades com boa fé, transparência e lealdade para com os Debenturistas;
- (b) representar os interesses dos Debenturistas, nos termos desta Escritura;
- (c) tomar todas as providências necessárias para que os Debenturistas, representados pelo Agente Fiduciário, realizem seus créditos, observado o disposto nesta Escritura;





- (d) proteger os direitos e interesses dos Debenturistas, empregando no exercício da função o cuidado e a diligência que toda pessoa ativa e proba costuma empregar na administração de seus próprios bens;
- (e) responsabilizar-se integralmente pelos serviços contratados, nos termos da legislação vigente;
- (f) renunciar à função na hipótese de superveniência de conflitos de interesse ou de qualquer outra modalidade de inaptidão;
- (g) conservar em boa guarda toda a documentação relativa ao exercício de suas funções;
- (h) verificar, no momento de aceitar a função, a consistência das informações contidas nesta Escritura e nos Contratos de Garantia, diligenciando no sentido de que sejam sanadas as omissões, falhas ou defeitos de que tenha conhecimento;
- (i) diligenciar junto à Emissora, para que esta Escritura e os Contratos de Garantia bem como seus respectivos aditamentos, sejam registrados nos órgãos competentes, adotando, no caso de omissão da Emissora, as medidas previstas em lei e nesta Escritura;
- (j) acompanhar a observância da periodicidade na prestação das informações obrigatórias pela Emissora, alertando os Debenturistas no relatório anual previsto no inciso (s) abaixo, acerca de eventuais inconsistências ou omissões de que tenha conhecimento;
- (k) opinar sobre a suficiência das informações constantes das propostas de modificações nas condições das Debêntures, se for o caso;
- (l) verificar a regularidade da constituição da Garantia Real e do valor dos bens dados em garantia, observando a manutenção de sua suficiência e exequibilidade, nos termos desta Escritura de Emissão e dos Contratos de Garantia;
- (m) [examinar proposta de substituição dos bens dados em garantia, manifestando sua opinião a respeito do assunto de forma justificada, após aprovação pelos Debenturistas, reunidos em assembleia geral de Debenturistas;]
- (n) intimar as Recuperandas a reforçar a Garantia Real, na hipótese de sua deterioração ou depreciação, nos termos desta Escritura de Emissão e dos Contratos de Garantia;
- (o) solicitar, quando julgar necessário para o fiel desempenho de suas funções, certidões atualizadas perante órgãos e entidades públicas e ofícios de registros públicos, dos distribuidores cíveis, das Varas de Fazenda Pública, Cartórios de Protesto, Juntas de Conciliação e Julgamento, Procuradoria da Fazenda Pública, onde se localiza a sede do estabelecimento principal da Emissora;





- (p) solicitar, quando considerar necessário, auditoria extraordinária na Emissora, cujo custo deverá ser arcado pela Emissora nos termos previstos nesta Escritura;
- (q) convocar, quando necessário, a Assembleia Geral de Debenturistas mediante anúncio publicado, pelo menos 3 (três) vezes, nos jornais previsto na Cláusula 4.11 acima, respeitadas outras regras relacionadas à publicação constantes da Lei das Sociedades por Ações e desta Escritura, às expensas da Emissora;
- (r) comparecer à Assembleia Geral de Debenturistas a fim de prestar as informações que lhe forem solicitadas;
- (s) elaborar relatório anual destinado aos Debenturistas, nos termos do artigo 68, parágrafo 1º, alínea (b), da Lei das Sociedades por Ações;
- (t) divulgar em sua página na rede mundial de computadores ([•]) o relatório de que trata o item (s) acima aos Debenturistas no prazo máximo de 4 (quatro) meses a contar do encerramento do exercício social da Emissora, bem como enviar à Emissora, para divulgação na forma prevista em regulamentação específica;
- (u) manter atualizada a relação dos Debenturistas e seus endereços, mediante, inclusive, gestões perante a Emissora, o Escriturador, o Banco Liquidante e a B3, sendo que, para fins de atendimento ao disposto neste item, a Emissora e os Debenturistas, mediante subscrição, integralização ou aquisição das Debêntures, expressamente autorizam, desde já, o Escriturador, o Banco Liquidante e a B3 a atenderem quaisquer solicitações feitas pelo Agente Fiduciário, inclusive a divulgação, a qualquer momento, da posição de Debêntures e seus respectivos Debenturistas;
- (v) fiscalizar o cumprimento das Cláusulas constantes desta Escritura e dos Contratos de Garantia, especialmente daquelas que impõem obrigações de fazer e de não fazer;
- (w) comunicar os Debenturistas a respeito de qualquer inadimplemento, pela Emissora, de obrigações financeiras assumidas nesta Escritura e/ou nos Contratos de Garantia, incluindo as obrigações relativas a garantias e a Cláusulas destinadas a proteger o interesse dos Debenturistas e que estabelecem condições que não devem ser descumpridas pela Emissora, indicando as consequências para os Debenturistas e as providências que pretende tomar a respeito do assunto, em até 7 (sete) Dias Úteis contados da ciência pelo Agente Fiduciário do inadimplemento;
- (x) disponibilizar em sua página na rede mundial de computadores lista atualizada das emissões em que exerce a função de agente fiduciário;
- (y) acompanhar a destinação dos recursos captados por meio da Emissão, de acordo com os dados obtidos junto aos administradores da Emissora;





(z) acompanhar, em cada data de pagamento, através de confirmação junto à Emissora, o integral e pontual pagamento dos valores devidos, conforme estipulado nesta Escritura; e

(aa) disponibilizar o preço unitário (assim entendido como o (i) Valor Nominal Unitário ou saldo do Valor Nominal Unitário, no caso das Debêntures da Primeira Série e das Debêntures da Terceira Série; e (ii) Valor Nominal Unitário Atualizado ou saldo do Valor Nominal Unitário Atualizado, no caso das Debêntures da Segunda Série e das Debêntures da Quarta Série; e (ii), conforme o caso, acrescido dos Juros Remuneratórios), aos investidores e aos participantes do mercado, por meio de sua central de atendimento e/ou de seu website ([link](#)).

9.5.2. Os atos ou manifestações por parte do Agente Fiduciário que criarem responsabilidade para os Debenturistas e/ou exonerarem terceiros de obrigações com eles somente serão válidos quando assim previamente deliberado pelos Debenturistas reunidos em Assembleia Geral.

9.5.3. O Agente Fiduciário não emitirá qualquer tipo de opinião ou fará qualquer juízo sobre qualquer fato da emissão cuja definição seja de competência dos Debenturistas, comprometendo-se tão-somente a agir nos termos desta Escritura ou conforme instruções que venham a ser transmitidas pelos Debenturistas. Neste sentido, o Agente Fiduciário não possui qualquer responsabilidade sobre o resultado ou sobre os efeitos jurídicos decorrentes do estrito cumprimento das orientações dos Debenturistas a ele transmitidas, conforme definidas pelos Debenturistas e reproduzidas perante a Emissora, independentemente de eventuais prejuízos que venham a ser causados em decorrência disto aos Debenturistas ou à Emissora. A atuação do Agente Fiduciário limita-se ao escopo da Resolução CVM 17 e dos artigos aplicáveis da Lei das Sociedades por Ações, ficando o Agente Fiduciário, portanto, isento, sob qualquer forma ou pretexto, de qualquer responsabilidade adicional que não tenha decorrido da legislação e regulamentação aplicáveis.

9.5.4. No caso de inadimplemento de quaisquer condições da Emissão, o Agente Fiduciário deve usar de toda e qualquer medida prevista em lei ou nesta Escritura para proteger direitos ou defender os interesses dos Debenturistas, na forma do artigo 12 da Resolução CVM 17 e observado o disposto na Lei das Sociedades por Ações, incluindo:

- (a) declarar, observadas as condições desta Escritura, antecipadamente vencidas as obrigações decorrentes das Debêntures, e cobrar seu principal e acessórios;
- (b) observadas as disposições desta Escritura e dos Contratos de Garantia, executar a Garantia Real, aplicando o produto no pagamento, integral ou proporcional, aos Debenturistas;
- (c) requerer a falência da Companhia, se não existirem garantias reais; e
- (d) tomar quaisquer outras providências necessárias para que os Debenturistas realizem seus créditos.

9.6. Despesas



9.6.1. Adicionalmente, a Emissora antecipará ao Agente Fiduciário todas as despesas necessárias para prestar os serviços descritos neste instrumento, proteger os direitos e interesses dos investidores ou para realizar seus créditos. As despesas a serem antecipadas deverão ser previamente aprovadas pelos Debenturistas, em caso de negativa da Emissora, e pela Emissora. São exemplos de despesas que poderão ser realizadas pelo Agente Fiduciário: (i) publicação de relatórios, avisos, editais e notificações, despesas cartorárias, conforme previsto neste instrumento e na legislação aplicável, e outras que vierem a ser exigidas por regulamentos aplicáveis; (ii) despesas com conferências e contatos telefônicos; (iii) obtenção de certidões, fotocópias, digitalizações, envio de documentos; (iv) locomoções entre estados da federação, alimentação, transportes e respectivas hospedagens, quando necessárias ao desempenho das funções e devidamente comprovadas; (v) se aplicável, todas as despesas necessárias para realizar vistoria nas obras ou empreendimentos financiados com recursos da integralização; (vi) conferência, validação ou utilização de sistemas para checagem, monitoramento ou obtenção de opinião técnica ou legal de documentação ou informação prestada pela Emissora para cumprimento das suas obrigações; (vii) gastos com honorários advocatícios de terceiros, depósitos, custas e taxas judiciais nas ações propostas pelo Agente Fiduciário ou decorrentes de ações contra ele propostas no exercício de sua função, decorrentes de culpa exclusiva e comprovada da Emissora, ou ainda que comprovadamente lhe causem prejuízos ou riscos financeiros, enquanto representante da comunhão dos Debenturistas; (viii) as eventuais despesas, depósitos e custas judiciais decorrentes da sucumbência em ações judiciais serão igualmente suportadas pelos Debenturistas bem como sua remuneração; e (ix) custos e despesas relacionadas à B3.

9.6.2. Caso seja necessário o ressarcimento de despesas ao Agente Fiduciário este deverá ser efetuado em até 10 (dez) Dias Úteis após a realização da respectiva prestação de contas à Emissora e envio de cópia dos respectivos comprovantes de pagamento.

9.6.3. O crédito do Agente Fiduciário por despesas incorridas para proteger direitos e interesses ou realizar créditos dos Debenturistas que não tenha sido saldado na forma prevista nas cláusulas acima será acrescido à dívida da Emissora, tendo preferência na ordem de pagamento. O Agente Fiduciário poderá se utilizar de recursos eventualmente existentes nas contas garantias para saldar as despesas e honorários inadimplentes, devendo realizar a respectiva notificação aos investidores e emissores com antecedência ao que fizer e realizando a respectiva prestação de contas obrigatoriamente.

9.6.4. O Agente Fiduciário não antecipará recursos para pagamento de despesas decorrentes da Emissão, sendo certo que tais recursos serão sempre devidos e antecipados pela Emissora ou pelos Debenturistas, conforme o caso.

CLÁUSULA X

ASSEMBLEIA GERAL DE DEBENTURISTAS

10.1. Convocação



10.1.1. Os Debenturistas poderão, a qualquer tempo, reunir-se em assembleia geral de Debenturistas ("Assembleia Geral de Debenturistas"), de acordo com o disposto no artigo 71 da Lei das Sociedades por Ações, a fim de deliberarem sobre matéria de interesse da comunhão de Debenturistas. A Assembleia Geral de Debenturistas pode ser convocada pelo Agente Fiduciário, pela Emissora, por Debenturistas que representem 10% (dez por cento), no mínimo, das Debêntures em Circulação, ou 10% (dez por cento) das Debêntures em Circulação da respectiva Série ou, ainda, pela CVM.

10.1.2 Quando o assunto a ser deliberado for específico aos titulares das Debêntures de uma das Séries, individualmente, estes poderão, a qualquer tempo, de acordo com o disposto no artigo 71 da Lei das Sociedades por Ações, reunir-se em assembleia geral, que se realizará em separado, a fim de deliberarem sobre matéria de interesse da comunhão dos Debenturistas titulares de Debêntures da respectiva Série, conforme o caso. Quando o assunto a ser deliberado for comum a todas as Séries, inclusive quanto, mas não se limitando a, pedidos prévios de renúncia e/ou perdão temporário referentes aos Eventos de Inadimplemento e deliberações referentes à declaração de vencimento antecipado das Debêntures em razão da ocorrência de qualquer dos Eventos de Inadimplemento não Automáticos, os Debenturistas, a qualquer tempo, reunir-se-ão em Assembleia Geral de Debenturistas conjunta, de acordo com o disposto no artigo 71 da Lei das Sociedades por Ações, a fim de deliberarem sobre matéria de interesse da comunhão dos Debenturistas de todas as Séries. Neste caso, para fins de apuração dos quóruns, deverá ser considerada a totalidade das Debêntures em Circulação, sem distinção entre as Séries.

10.1.3. Os procedimentos previstos nesta Cláusula X serão aplicáveis em conjunto às Assembleias Gerais de Debenturistas de todas as Séries; e individualmente para as Assembleias Gerais de Debenturistas de cada uma das respectivas Séries; conforme o caso. Os quóruns presentes nesta Cláusula X e nas demais cláusulas da Escritura deverão ser calculados levando-se em consideração a totalidade das Debêntures em Circulação ou das Debêntures em Circulação da respectiva Série, conforme o caso.

10.1.4. As deliberações tomadas em Assembleia Geral de Debenturistas por titulares de apenas uma das Séries, nos termos da Cláusula 10.1.2 acima, não poderão, em qualquer hipótese, afetar as disposições específicas desta Escritura para a outra Série.

10.1.5. A convocação dar-se-á mediante anúncio publicado, pelo menos 3 (três) vezes, nos órgãos de imprensa nos quais a Emissora deve efetuar suas publicações, respeitadas outras regras relacionadas à publicação de anúncio de convocação de assembleias gerais constantes da Lei das Sociedades por Ações, da regulamentação aplicável e desta Escritura.

10.1.6. As Assembleias Gerais de Debenturistas serão convocadas com antecedência mínima de 21 (vinte e um) dias, em primeira convocação. A Assembleia Geral de Debenturistas em segunda convocação somente poderá ser realizada em, no mínimo, 8 (oito) dias após a data marcada para a instalação da Assembleia Geral de Debenturistas em primeira convocação.





10.1.7. Será considerada regular a Assembleia Geral de Debenturistas a que comparecerem os titulares de todas as Debêntures em Circulação ou de todas as Debêntures em Circulação da respectiva Série, conforme o caso, independentemente de publicações e/ou avisos.

10.1.8. As deliberações tomadas pelos Debenturistas, no âmbito de sua competência legal, observados os quóruns estabelecidos nesta Escritura, serão existentes, válidas e eficazes perante a Emissora e obrigarão a todos os titulares das Debêntures em Circulação ou titulares de Debêntures em Circulação da respectiva Série, conforme o caso, independentemente do comparecimento ou do voto proferido na respectiva Assembleia Geral de Debenturistas.

10.2. Quórum de Instalação

10.2.1. A Assembleia Geral de Debenturistas instalar-se-á, em primeira convocação, com a presença de Debenturistas que representem a metade, no mínimo, das Debêntures em Circulação da respectiva Série e, em segunda convocação, com qualquer número de Debenturistas.

10.2.2. Para os fins de constituição de quórum, “Debêntures em Circulação” significam todas as Debêntures subscritas, excluídas aquelas mantidas em tesouraria pela Emissora e as de titularidade de empresas controladas ou coligadas pela Emissora (diretas ou indiretas), controladoras (ou grupo de controle) da Emissora, sociedades sob controle comum, administradores da Emissora, incluindo, mas não se limitando a, pessoas direta ou indiretamente relacionadas a qualquer das pessoas anteriormente mencionadas.

10.3. Mesa Diretora

10.3.1. A presidência da Assembleia Geral de Debenturistas caberá ao Debenturista eleito pela comunhão dos Debenturistas ou àquele que for designado pela CVM.

10.4. Quórum de Deliberação

10.4.1. Nas deliberações da Assembleia Geral de Debenturistas, a cada Debênture em Circulação caberá um voto, admitida a constituição de mandatário, Debenturista ou não.

10.4.2. Não obstante o disposto na Cláusula 10.4.1 acima, as deliberações relativas a alterações ou exclusão (i) dos Juros Remuneratórios (inclusive alterações em qualquer Data de Pagamento dos Juros Remuneratórios), (ii) resgate antecipado, (iii) repactuação, (iv) alterações dos itens que dispõem sobre hipóteses de vencimento antecipado, (v) prazo das Debêntures, (vi) dispositivos sobre quórum previstos nesta Escritura e/ou (vii) das disposições desta Cláusula, deverão contar com aprovação de Debenturistas representando, no mínimo, [90% (noventa por cento)] das Debêntures em Circulação ou das Debêntures em Circulação da respectiva Série, salvo se (i) a regulamentação aplicável dispuser sobre quórum mínimo superior; ou (ii) se disposto de expressamente maneira diversa nesta Escritura de Emissão, em qualquer caso respeitado o disposto nas Cláusulas 10.1.2 e 10.1.4 acima.





10.4.3. Ressalvados os casos aqui previstos, as matérias sujeitas à Assembleia Geral de Debenturistas, incluindo os pedidos de anuência prévia (*waiver*) ou perdão temporário referente às Debêntures, serão aprovadas pelos titulares da maioria absoluta das Debêntures em Circulação presentes na respectiva Assembleia Geral de Debenturistas, salvo se (i) a regulamentação aplicável dispuser sobre quórum mínimo superior; ou (ii) se disposto expressamente de maneira diversa nesta Escritura de Emissão.

10.5. Outras disposições à Assembleia Geral de Debenturistas

10.5.1. Será facultada a presença dos representantes legais da Companhia nas Assembleias Gerais de Debenturistas.

10.5.2. O Agente Fiduciário deverá comparecer às Assembleias Gerais de Debenturistas e prestar aos Debenturistas as informações que lhe forem solicitadas.

10.5.3. Aplicar-se-á às Assembleias Gerais de Debenturistas, no que couber, o disposto na Lei das Sociedades por Ações sobre a assembleia geral de acionistas.

10.5.4. As Assembleias Gerais Debenturistas poderão ser realizadas de forma presencial e, conforme disposto na Resolução CVM nº 81, de 29 de março de 2022 ("Resolução CVM 81"), ser realizada de modo parcial ou exclusivamente digital (incluindo, mas sem limitação, por vídeo conferência e votação a distância) e, caso venha a ser regulamentado pela CVM, poderão ser alternativamente realizadas por conferência telefônica, ou por qualquer outro meio de comunicação.

CLÁUSULA XI DECLARAÇÕES E GARANTIAS DA EMISSORA E DA ST

11.1. A Emissora e as Garantidoras declaram e garantem, conforme aplicável, individualmente e em relação a si próprios e solidariamente, ao Agente Fiduciário, na data da assinatura desta Escritura, que:

- (a) no caso da Emissora, é uma sociedade por ações devidamente organizada, constituída e existente sob a forma de companhia aberta segundo as leis da República Federativa do Brasil, o registro de companhia aberta da Emissora está atualizado perante a CVM, conforme requerido pela Resolução CVM 80, e suas informações lá contidas e tornadas públicas estão atualizadas conforme requerido pela Resolução CVM 80;
- (b) no caso da ST, é uma sociedade limitada devidamente organizada, constituída e existente segundo as leis da República Federativa do Brasil;
- (c) no caso da B2W e JSM, são sociedades devidamente organizadas, constituídas e existentes segundo as leis de Luxemburgo;





- (d) considerando a homologação do Plano de Recuperação Judicial pelo Juízo da Recuperação, estão devidamente autorizadas a celebrar a presente Escritura e os Contratos de Garantia, a emitir as Debêntures, no caso da Emissora, e a cumprir suas respectivas obrigações previstas nesta Escritura e nos demais documentos relativos à Emissão, tendo sido satisfeitos todos os requisitos legais e estatutários necessários para tanto;
- (e) considerando a homologação do Plano de Recuperação Judicial pelo Juízo da Recuperação, as obrigações assumidas nesta Escritura e nos Contratos de Garantia constituem obrigações legalmente válidas e vinculantes da Emissora e das Garantidoras, conforme aplicável, exequíveis de acordo com seus termos e condições, exceto que sua execução poderá estar limitada por leis relativas à falência, insolvência, recuperação, liquidação ou leis similares afetando a execução de direitos de credores em geral;
- (f) manterá em vigor toda a estrutura de contratos e demais acordos existentes necessários para assegurar à Emissora e às Garantidoras a manutenção das suas condições atuais de operação e funcionamento;
- (g) a celebração da presente Escritura, dos Contratos de Garantia e a emissão das Debêntures foram devidamente autorizadas pelos seus órgãos societários competentes e pelo Juízo da Recuperação e não infringem: (i) seu Estatuto Social, Contrato Social e documentos constitutivos aplicáveis, conforme o caso; ou (ii) qualquer lei ou restrição contratual que a vincule ou afete;
- (h) considerando a homologação do Plano de Recuperação Judicial pelo Juízo da Recuperação, nenhum registro, consentimento, autorização, aprovação, licença, ordem de, ou qualificação junto a qualquer autoridade governamental ou órgão regulatório é exigido para o cumprimento pela Emissora de suas obrigações nos termos da presente Escritura, ou para a realização da Emissão, exceto pelo arquivamento da RCA e da Escritura na JUCERJA, pela inscrição da Escritura e do Contrato de Garantia Real perante os Cartórios Competentes e pelo registro das Debêntures junto à B3 e à ANBIMA, exclusivamente para fins de informar a base de dados da ANBIMA, conforme o caso;
- (i) a celebração da presente Escritura, dos Contratos de Garantia e a emissão das Debêntures não infringem qualquer contrato ou instrumento dos quais a Emissora e as Garantidoras sejam partes, nem irá resultar em: (i) vencimento antecipado de qualquer obrigação estabelecida em quaisquer desses contratos ou instrumentos; (ii) criação de qualquer Ônus ou Gravame sobre qualquer ativo ou bem da Emissora e/ou das Garantidoras, exceto por aqueles já existentes na presente data; ou (iii) na rescisão de quaisquer desses contratos ou instrumentos;
- (j) tem todas as autorizações e licenças relevantes (inclusive ambientais) exigidas pelas autoridades federais, estaduais e municipais para o exercício de suas atividades, sendo que até a data da presente declaração a Emissora e as Garantidoras não foram notificadas acerca da revogação de qualquer delas ou da existência de processo administrativo que tenha por objeto a revogação, suspensão ou cancelamento de qualquer delas;



- (k) estão cumprindo as leis, regulamentos, normas administrativas e determinações dos órgãos governamentais, autarquias ou tribunais, aplicáveis à condução de seus negócios e que sejam relevantes para a execução das atividades da Emissora e das Garantidoras, conforme aplicável, inclusive a Legislação Socioambiental, exceto com relação àquelas leis e regulamentos que estejam sendo contestados de boa-fé pela Emissora e/ou pelas Garantidoras para as quais a Emissora e/ou as Garantidoras possuam provimento jurisdicional vigente autorizando sua não observância, adotando as medidas e ações preventivas ou reparatórias destinadas a evitar ou corrigir eventuais danos ambientais decorrentes do exercício das atividades descritas em seu objeto social;
- (l) suas atividades não incentivam a prostituição, tampouco utilizam ou incentivam mão-de-obra infantil e/ou em condição análoga à de escravo ou de qualquer forma infringem direitos dos silvícolas, em especial, mas não se limitando, ao direito sobre as áreas de ocupação indígena, assim declaradas pela autoridade competente;
- (m) os representantes legais que assinam esta Escritura e os Contratos de Garantia têm poderes estatutários e/ou delegados para assumir, em seu nome, as obrigações ora estabelecidas e, sendo mandatários, tiveram os poderes legitimamente outorgados, estando os respectivos mandatos em pleno vigor e efeito;
- (n) os documentos e informações fornecidos ao Agente Fiduciário são substancialmente corretos e estão atualizados até a data em que foram fornecidos e incluem os documentos e informações relevantes para a tomada de decisão de investimento sobre a Emissora, tendo sido disponibilizadas informações sobre as transações relevantes da Emissora, bem como sobre os direitos e obrigações materialmente relevantes delas decorrentes;
- (o) não omitiram ou omitirão qualquer fato, de qualquer natureza, que seja de seu conhecimento e que possa resultar, conforme entendimento razoável da Emissora e das Garantidoras, em alteração substancial na situação econômico-financeira ou jurídica da Emissora em prejuízo dos Debenturistas;
- (p) não tem qualquer ligação com o Agente Fiduciário que impeça o Agente Fiduciário de exercer, plenamente, suas funções com relação a esta Emissão;
- (q) não tem conhecimento de fato que impeça o Agente Fiduciário de exercer, plenamente, suas funções, nos termos da Lei das Sociedades por Ações e demais normas aplicáveis, inclusive regulamentares;
- (r) cumprirão com todas as obrigações assumidas nos termos desta Escritura e dos Contratos de Garantia, incluindo, sem limitação, a obrigação de destinar os recursos obtidos com a Emissão aos fins previstos na Cláusula 3.4 desta Escritura;
- (s) tem plena ciência e concorda integralmente com a forma de divulgação e apuração da Taxa DI Over, divulgada pela B3, e que a forma de cálculo dos Juros Remuneratórios das



Debêntures foi acordada por livre vontade entre a Emissora e os Coordenadores, em observância ao princípio da boa-fé;

(t) até a presente data, nem a Emissora, nem as Garantidoras e nem seus respectivos diretores, membros de conselho de administração (“Representantes”) incorreram nas seguintes hipóteses, bem como tem ciência de que a Emissora, as Garantidoras, seus diretores, membros de conselho de administração e quaisquer funcionários, conforme aplicável, não podem: (i) ter utilizado ou utilizar recursos para o pagamento de contribuições, presentes ou atividades de entretenimento ilegais ou qualquer outra despesa ilegal relativa a atividade política; (ii) fazer ou ter feito qualquer pagamento ilegal, direto ou indireto, a empregados ou funcionários públicos, partidos políticos, políticos ou candidatos políticos (incluindo seus familiares), nacionais ou estrangeiros; (iii) ter realizado ou realizar ação destinada a facilitar uma oferta, pagamento ou promessa ilegal de pagar, bem como ter aprovado ou aprovar o pagamento, a doação de dinheiro, propriedade, presente ou qualquer outro bem de valor, direta ou indiretamente, para qualquer “oficial do governo” (incluindo qualquer oficial ou funcionário de um governo ou de entidade de propriedade ou controlada por um governo ou organização pública internacional ou qualquer pessoa agindo na função de representante do governo ou candidato de partido político) a fim de influenciar qualquer ação política ou obter uma vantagem indevida com violação da lei aplicável; (iii) praticar ou ter praticado quaisquer atos para obter ou manter, de forma ilegal, qualquer negócio, transação ou vantagem comercial; (iv) praticar atos de corrupção e de agir de forma ilegal em relação à administração pública nacional no seu interesse ou para seu benefício, exclusivo ou não; e (v) ter realizado ou realizar qualquer pagamento ou tomar qualquer ação que viole qualquer disposição das Leis Anticorrupção;

(u) cumprem e fazem com que suas coligadas, suas controladas, seus acionistas com poderes de administração, seus administradores, seus diretores e seus funcionários cumprirem as normas aplicáveis que versam sobre atos de corrupção e atos lesivos contra a administração pública, na forma das Leis Anticorrupção, na medida em que (i) mantém políticas e procedimentos internos que visam assegurar o cumprimento de tais normas como, por exemplo, seu Código de Ética e Conduta; (ii) abstém-se de praticar atos de corrupção e de agir de forma ilegal em relação à administração pública nacional no seu interesse ou para seu benefício, exclusivo ou não; (iii) caso tenham conhecimento de instauração de procedimento investigatório de natureza judicial ou administrativa que recaia sobre atos ou fatos que violem aludidas normas, comunicará no prazo de até 10 (dez) dias o Agente Fiduciário, exceto se por qualquer determinação legal ou judicial o sigilo lhe seja imposto; e (iv) realizarão eventuais pagamentos devidos ao Agente Fiduciário exclusivamente por meio de transferência bancária ou cheque, de acordo com os procedimentos estabelecidos em suas políticas internas;

(v) a Emissora e as Garantidoras conduzem e conduziram seus negócios em conformidade com as Leis Anticorrupção aplicáveis aos seus negócios, bem como declaram que mantêm políticas e procedimentos para estar em conformidade com as Leis Anticorrupção;

(w) as operações da Emissora e das Garantidoras são conduzidas em conformidade com os requisitos referentes à manutenção de registros e relatórios financeiros, às leis de prevenção à lavagem de dinheiro aplicáveis na jurisdição onde a Emissora e as Garantidoras conduzem





seus negócios, as regras, leis e regulamentações ali previstas, emitidas, administradas ou impostas por qualquer autoridade governamental ou regulatória (coletivamente, as “Leis de Prevenção à Lavagem de Dinheiro”) e nenhuma ação, processo ou procedimento por ou perante qualquer juízo ou autoridade governamental ou regulatória, autoridade, órgão ou qualquer árbitro envolvendo a Emissora, conforme aplicável, com relação às Leis de Prevenção à Lavagem de Dinheiro está em andamento ou, de acordo com o melhor conhecimento da Emissora e das Garantidoras, é iminente;

(x) as informações prestadas no âmbito da Oferta são verdadeiras, consistentes, precisas, completas, corretas, suficientes e atuais, permitindo aos investidores uma tomada de decisão fundamentada a respeito da Oferta;

(y) [salvo pelas inconsistências contábeis indicadas no fato relevante divulgado pela Emissora em 11 de janeiro de 2023,] as demonstrações financeiras da Emissora relativas aos exercícios sociais encerrados em 31 de dezembro de 2020 e 31 de dezembro de 2021, representam corretamente a posição patrimonial e financeira da Emissora, conforme aplicável, naquelas datas e foram elaboradas em conformidade com os princípios contábeis determinados pela regulamentação aplicável;

(z) as demonstrações financeiras da Emissora relativas ao exercício social encerrado em 31 de dezembro de 2022, bem como as Informações Trimestrais (ITRs) relativas ao trimestre encerrado em [●] de [●] de 2023, representam corretamente a posição patrimonial e financeira da Emissora, conforme aplicável, naquelas datas e foram elaboradas em conformidade com os princípios contábeis determinados pela regulamentação aplicável;

(aa) cumpriram e estão cumprindo todas as suas obrigações previstas no Plano de Recuperação Judicial, bem como qualquer outra decisão judicial no âmbito do Plano de Recuperação Judicial, relacionadas direta ou indiretamente ao Plano de Recuperação Judicial, sendo certo que a Emissão e a constituição da Garantia Real são realizadas em conformidade com o Plano de Recuperação Judicial;

(bb) reconhecem que a Garantia Real são garantias de natureza fiduciária, inclusive para os fins do disposto no artigo 49, § 3º da LFR, de modo que, em nenhuma hipótese, esses direitos creditórios serão considerados bens de capital essenciais à sua atividade empresarial, e a sua excussão, venda ou retirada do estabelecimento não afetam, em nenhuma medida, a capacidade operacional e financeira da Emissora, preservando fontes de recursos suficientes para cumprimento das suas obrigações correntes e para cumprimento do Plano de Recuperação Judicial;

(cc) os bens e direitos objeto da Garantia Real não constituem objeto de processo ou investigação, judicial ou extrajudicial, e não existem quaisquer discussões judiciais que vedem, restrinjam, reduzam ou limitem, de qualquer forma, a constituição e manutenção da garantia sobre os bens e direitos objeto da Garantia Real em favor do Agente Fiduciário;





(dd) no caso da Emissora, é legítima titular e possuidora dos bens e direitos objeto da Garantia Real, os quais estão livres de qualquer Ônus;

(ee) na presente data, não há (a) obrigações decorrentes de endividamento financeiro de natureza extraconcursal; ou (b) qualquer obrigação pecuniária de natureza extraconcursal inadimplida que tenha sido voluntariamente assumida e/ou reconhecida em valor igual ou superior a R\$[•] ([•] de reais) ou o equivalente em outras moedas; e

(ff) não tem quaisquer financiamentos ou operações fora do balanço (*off balance sheet*) ou qualquer passivo que prejudique ou possa prejudicar a Emissão e/ou a constituição da Garantia Real.

CLÁUSULA XII DISPOSIÇÕES GERAIS

12.1. Comunicações

12.1.1. As comunicações a serem enviadas por qualquer das Partes nos termos desta Escritura deverão ser encaminhadas para os seguintes endereços:

Para a Emissora:

AMERICANAS S.A. – EM RECUPERAÇÃO JUDICIAL
Rua Sacadura Cabral, 102, Parte, Saúde,
CEP 20081-902 – Rio de Janeiro, RJ
At.: [•]
Tel.: (21) [•]
E-mail: [•]

Para o Agente Fiduciário:

[•]
[•]
At.: [•]
Telefone: [•]
E-mail: [•]

Para o Escriturador

[•]
[•]
At.: [•]
Tel.: [•]

Para o Banco Liquidante:

[•]
[•]
At.: [•]





Tel.: [●]
E-mail: [●]

Para a B3:

B3 S.A. – BRASIL, BOLSA, BALCÃO

Praça Antônio Prado, 48, 6º andar

CEP: 01010-901, São Paulo/SP

At.: Superintendência de Ofertas de Títulos Corporativos e Fundos - SCF

Tel: 11 2565-5061

E-mail: valores.mobiliarios@b3.com.br

12.1.2. As comunicações referentes a esta Escritura serão consideradas entregues quando recebidas sob protocolo, com “aviso de recebimento” expedido pela Empresa Brasileira de Correios, ou por telegrama, ou por correio eletrônico nos endereços acima. As comunicações feitas por fac-símile ou correio eletrônico serão consideradas recebidas na data de seu envio, desde que seu recebimento seja confirmado por meio de recibo emitido pela máquina utilizada pelo remetente.

12.1.3. Com exceção das obrigações assumidas com formas de cumprimento específicas, o cumprimento das obrigações pactuadas neste instrumento e nos demais documentos da Oferta referentes ao envio de documentos e informações periódicas ao Agente Fiduciário, ocorrerá exclusivamente através da plataforma [●].

12.1.4. A mudança de qualquer dos endereços acima deverá ser comunicada imediatamente pela Parte que tiver seu endereço alterado.

12.2. Renúncia

12.2.1. Não se presume a renúncia a qualquer dos direitos decorrentes da presente Escritura. Desta forma, nenhum atraso, omissão ou liberalidade no exercício de qualquer direito, faculdade ou remédio que caiba ao Agente Fiduciário e/ou aos Debenturistas em razão de qualquer inadimplemento da Emissora prejudicará tais direitos, faculdades ou remédios, ou será interpretado como constituindo uma renúncia aos mesmos ou concordância com tal inadimplemento, nem constituirá novação ou modificação de quaisquer outras obrigações assumidas pela Emissora nesta Escritura ou precedente no tocante a qualquer outro inadimplemento ou atraso.

12.3. Veracidade da Documentação

12.3.1. Sem prejuízo do dever de diligência do Agente Fiduciário, o Agente Fiduciário assumirá que os documentos originais ou cópias autenticadas de documentos encaminhados pela Emissora ou por terceiros a seu pedido não foram objeto de fraude ou adulteração. O Agente Fiduciário não será ainda, sob qualquer hipótese, responsável pela elaboração de documentos societários da Emissora, que permanecerão sob obrigação legal e regulamentar da Emissora, nos termos da legislação aplicável.



12.3.2. Para prestar os serviços especificados e tomar as decisões necessárias com relação ao disposto nesta Escritura, o Agente Fiduciário não será responsável por verificar a suficiência, validade, qualidade, veracidade ou completude das deliberações societárias, dos atos da administração ou de qualquer documento ou registro da Emissora que considere autêntico que lhe tenha sido ou seja encaminhado pela Emissora ou por seus colaboradores.

12.4. Independência das Disposições da Escritura e Interpretação dos Títulos das Cláusulas

12.4.1. Caso qualquer das disposições desta Escritura venha a ser julgada ilegal, inválida ou ineficaz, prevalecerão todas as demais disposições não afetadas por tal julgamento, comprometendo-se as Partes, em boa-fé, a substituírem a disposição afetada por outra que, na medida do possível, produza o mesmo efeito.

12.4.2. As Partes concordam que a presente Escritura poderá ser alterada, sem a necessidade de qualquer aprovação dos Debenturistas, sempre que existir a necessidade da atualização dos dados cadastrais das Partes, tais como alteração na razão social, endereço e telefone, entre outros, desde que não haja qualquer custo ou despesa adicional para os Debenturistas.

12.5. Título Executivo Extrajudicial e Execução Específica

12.5.1. Esta Escritura e as Debêntures constituem títulos executivos extrajudiciais nos termos dos incisos I e III do artigo 784 da Lei nº 13.105, de 16 de março de 2015, conforme alterada (“Código de Processo Civil”), reconhecendo as Partes desde já que, independentemente de quaisquer outras medidas cabíveis, as obrigações assumidas nos termos desta Escritura comportam execução específica, submetendo-se às disposições dos artigos 815 e seguintes do Código de Processo Civil, sem prejuízo do direito de declarar o vencimento antecipado das Debêntures nos termos desta Escritura.

12.6. Cômputo dos Prazos

12.6.1. Exceto se de outra forma especificamente disposto nesta Escritura, os prazos estabelecidos na presente Escritura serão computados de acordo com a regra prescrita no artigo 132 do Código Civil, sendo excluído o dia do começo e incluído o do vencimento.

12.7. Irrevogabilidade; Sucessores

12.7.1. A presente Escritura é firmada em caráter irrevogável e irretratável, salvo na hipótese de não preenchimento dos requisitos relacionados na Cláusula II acima, obrigando as Partes por si e seus sucessores.

12.8. Despesas





12.8.1. A Emissora arcará com todos os custos: (a) decorrentes da colocação pública das Debêntures, incluindo todos os custos relativos ao seu registro na B3; (b) de registro e de publicação de todos os atos necessários à Emissão, tais como esta Escritura, seus eventuais aditamentos e os atos societários da Emissora; e (c) pelas despesas com a contratação de Agente Fiduciário, do Banco Liquidante e Escriturador, e do sistema de negociação das debêntures no mercado secundário da B3.

12.9. Aditamentos

12.9.1. Fica desde já dispensada a realização de Assembleia Geral para deliberar sobre: (i) a correção de erros materiais, seja ele um erro grosseiro, de digitação ou aritmético, (ii) alterações a quaisquer documentos da operação já expressamente permitidas nos termos do(s) respectivo(s) documento(s) da operação, (iii) alterações a esta Escritura em razão de exigências formuladas pela CVM, pela B3, ou (iv) em virtude da atualização dos dados cadastrais das Partes, tais como alteração na razão social, endereço e telefone, entre outros, desde que as alterações ou correções referidas nos itens (i), (ii), (iii) e (iv) acima, não possam acarretar qualquer prejuízo aos Debenturistas ou qualquer alteração no fluxo das Debêntures, e desde que não haja qualquer custo ou despesa adicional para os Debenturistas.

12.10. Assinatura Eletrônica

12.10.1. As Partes assinam a presente Escritura por meio eletrônico, sendo consideradas válidas apenas as assinaturas eletrônicas realizadas por meio de certificado digital, validado conforme a Infraestrutura de Chaves Públicas Brasileira ICP-Brasil, nos termos da Medida Provisória nº 2.200-2, de 24 de agosto de 2001. As Partes reconhecem, de forma irrevogável e irretratável, a autenticidade, validade e a plena eficácia da assinatura por certificado digital, para todos os fins de direito.

12.10.2. Esta Escritura produz efeitos para todas as Partes a partir da data nele indicada, ainda que uma ou mais Partes realizem a assinatura eletrônica em data posterior. Ademais, ainda que alguma das partes venha a assinar eletronicamente este instrumento em local diverso, o local de celebração deste instrumento é, para todos os fins, a Cidade do Rio de Janeiro, Estado do Rio de Janeiro, conforme abaixo indicado

12.11. Proteção de Dados

12.11.1. As Partes reconhecem que o eventual tratamento dos dados pessoais obtidos no âmbito da Oferta, inclusive a sua disponibilização aos Coordenadores ou a eventuais terceiros envolvidos para fins de realização da Oferta, não viola as disposições da Lei nº 13.709, de 14 de agosto de 2018 ("Lei nº 13.709"), uma vez que tal disponibilização é fundamental para atender aos interesses legítimos das Partes, nos termos do artigo 7º, IX, da Lei nº 13.709.

12.12. Lei Aplicável

12.12.1. Esta Escritura é regida pelas Leis da República Federativa do Brasil.





12.13. Foro

12.13.1. Fica eleito o foro da comarca da Capital do Estado de São Paulo, para dirimir quaisquer dúvidas ou controvérsias oriundas desta Escritura, com renúncia a qualquer outro, por mais privilegiado que seja ou venha a ser.

Estando assim, as Partes certas e ajustadas, firmam o presente instrumento, eletronicamente, juntamente com 2 (duas) testemunhas, que também o assinam.

Rio de Janeiro, [•] de [•] 2023.

(AS ASSINATURAS SE ENCONTRAM NAS DUAS PÁGINAS SEGUINTE)

(O RESTANTE DA PÁGINA FOI INTENCIONALMENTE DEIXADO EM BRANCO)





(Página de assinaturas 1/2 do Instrumento Particular de Escritura da [Vigésima] Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, a ser Convolada na Espécie com Garantia Real, [com Garantia Adicional Fidejussória,] em Quatro Séries, para Distribuição Pública, conforme o Rito de Registro Automático de Distribuição, da Americanas S.A. – Em Recuperação Judicial)

AMERICANAS S.A. - EM RECUPERAÇÃO JUDICIAL

Nome:

Cargo:

Nome:

Cargo:





(Página de assinaturas 2/2 do Instrumento Particular de Escritura da [Vigésima] Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, a ser Convolada na Espécie com Garantia Real, em Quatro Séries, para Distribuição Pública, conforme o Rito de Registro Automático de Distribuição, da Americanas S.A.- Em Recuperação Judicial)

[•]

Nome:
Cargo:

Nome:
Cargo:

Testemunhas:

Nome:
CPF:

Nome:
CPF:





Anexo 6.2.6.3 – A

Alienação Fiduciária das Ações UPI HNT

**INSTRUMENTO PARTICULAR DE ALIENAÇÃO FIDUCIÁRIA DE AÇÕES EM
GARANTIA E OUTRAS AVENÇAS**

CELEBRADO ENTRE

AMERICANAS S.A. – EM RECUPERAÇÃO JUDICIAL

na qualidade de Fiduciante

[=]

na qualidade de Fiduciária

e

[HNT]

na qualidade de Interviente Anuente

Datado de [=] de [=] de 2023

This public translation certificate was digitally signed by the Official Translator Sandra Regina Mattos Rudzitis, JUCESP 1688.
The verification code at <https://oab.portaldeassinaturas.com.br:443/is/37F7-F153-4D5B-7DA7>.





INSTRUMENTO PARTICULAR DE ALIENAÇÃO FIDUCIÁRIA DE AÇÕES EM GARANTIA E OUTRAS AVENÇAS

Este INSTRUMENTO PARTICULAR DE ALIENAÇÃO FIDUCIÁRIA DE AÇÕES EM GARANTIA E OUTRAS AVENÇAS ("Contrato") é firmado e celebrado em [=] de [=] de 2023 entre:

(1) **AMERICANAS S.A. – EM RECUPERAÇÃO JUDICIAL**, sociedade anônima com registro de companhia aberta perante a Comissão de Valores Mobiliários ("CVM"), com sede na cidade do Rio de Janeiro, Estado do Rio de Janeiro, na Rua Sacadura Cabral, 102, Parte, Saúde, CEP 20081-902, inscrita no Cadastro Nacional da Pessoa Jurídica do Ministério da Fazenda ("CNPJ/MF") sob o nº 00.776.574/0006-60 e na Junta Comercial do Estado do Rio de Janeiro ("JUCERJA") sob o NIRE 3330029074-5, neste ato representada na forma de seu estatuto social por seu(s) representante(s) legal(is) devidamente autorizado(s) e identificado(s) nas páginas de assinaturas do presente instrumento ("Fiduciante" ou "Emissora");

(2) [=], instituição financeira autorizada a funcionar pelo Banco Central, com sede na cidade de [=], inscrita no CNPJ/MF sob o nº [=], neste ato representada por seu(s) representante(s) legal(is) devidamente autorizado(s) e identificado(s) nas páginas de assinaturas do presente instrumento ("Fiduciária" ou "Agente Fiduciário");

E, ainda, na qualidade de interveniente anuente,

(3) [**HNT**], sociedade anônima, com sede na cidade de [=], Estado de [=], na Rua [=], inscrita no CNPJ/MF sob o nº [=], neste ato representada por seu(s) representante(s) legal(is) devidamente autorizado(s) e identificado(s) nas páginas de assinaturas do presente instrumento ("Companhia").

sendo a Fiduciante, a Fiduciária e a Companhia doravante denominados, em conjunto, como "Partes" e, individual e indistintamente, como "Parte";

CONSIDERANDO QUE:

A. Em [=] de [=] de 2023, a Emissora, o Agente Fiduciário e, na qualidade de intervenientes anuentes, a B2W Digital Lux S.À.R.L – Em Recuperação Judicial, a JSM Global S.À.R.L e a ST Importações Ltda. – Em Recuperação Judicial, celebraram o "Instrumento Particular de Escritura da [Vigésima] Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, a Ser Convolada na Espécie com Garantia Real, com Garantia





Adicional Fidejussória, em Quatro Séries, para Distribuição Pública, conforme o Rito de Registro Automático de Distribuição, da Americanas S.A. – Em Recuperação Judicial” (“Escritura de Emissão”), por meio do qual foram estabelecidos os termos e condições da [Vigésima] Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, a Ser Convolada na Espécie com Garantia Real, com Garantia Adicional Fidejussória, em Quatro Séries, da Emissora, por meio da qual foram emitidas [●] ([●]) debêntures ao valor total de [1.875.000.000,00] (um bilhão, oitocentos e setenta e cinco milhões de Reais)), as quais foram objeto de distribuição pública, sob o rito de registro automático de distribuição, nos termos da Resolução da CVM nº 160, de 13 de julho de 2022, conforme alterada, e demais legislações aplicáveis (“Debêntures”), sendo (i) [●] ([●]) Debêntures, no valor de R\$ [=] correspondentes às Debêntures da Primeira Série; (ii) [●] ([●]) Debêntures, no valor de R\$ [=] correspondentes às Debêntures da Segunda Série; (iii) [●] ([●]) Debêntures, no valor de R\$ [=] correspondentes às Debêntures da Terceira Série; e (iv) [●] ([●]) Debêntures, no valor de R\$ [=] correspondentes às Debêntures da Quarta Série;

- B. para assegurar o fiel, pontual, correto e integral cumprimento das Obrigações Garantidas (conforme abaixo definido), a Fiduciante se comprometeu, em caráter irrevogável e irretratável, a alienar fiduciariamente, em favor da Fiduciária, representando os titulares das Debêntures (“Partes Garantidas”), as Ações e Direitos (conforme definido abaixo).

ISTO POSTO, considerando as premissas contidas neste instrumento, as Partes contratantes concordam em celebrar este Contrato, que deverá ser regido pelos seguintes termos e condições:

1. DEFINIÇÕES

1.1. Os termos em letras maiúsculas utilizados, mas não definidos no presente Contrato, terão os mesmos significados que lhe foram atribuídos na Escritura de Emissão. Todas as referências aqui contidas a quaisquer acordos ou documentos deverão ser interpretadas como uma referência a tais acordos ou documentos conforme aditados, alterados, modificados ou complementados de tempos em tempos. Todas as referências aqui contidas à lei aplicável deverão ser interpretadas como uma referência a tais leis, regulamentos, decretos, instruções, decisões normativas, medidas provisórias ou qualquer outra decisão em qualquer jurisdição aplicável, com força de lei ou não. Todas as referências a quaisquer das Partes deverão ser interpretadas como uma referência a tal Parte, seus respectivos





sucessores, beneficiários e cessionários permitidos. As definições com denominação no singular incluem o plural e vice-versa.

1.2. Salvo qualquer outra disposição em contrário prevista neste Contrato, todos os termos e condições da Escritura de Emissão aplicam-se total e automaticamente a este Contrato, mutatis mutandis, e deverão ser consideradas como uma parte integral deste, como se estivessem transcritos neste Contrato.

1.3. Todas as menções ao Agente Fiduciário no presente Contrato deverão ser entendidas como o Agente Fiduciário, agindo em nome e para o benefício da comunhão dos Debenturistas da Emissão.

2. ALIENAÇÃO FIDUCIÁRIA DE AÇÕES

2.1. Nos termos dos Artigos 1.361 *et seq.* do Código Civil Brasileiro, e 40, 100 e 113, parágrafo único, da Lei das Sociedades por Ações, e, no que aplicável, 66-B da Lei nº 4.728, de 14 de julho de 1965, conforme alterada, a fim de garantir o fiel, pontual e integral pagamento e cumprimento de todas as obrigações decorrentes da Emissão, sejam principais e acessórias, presentes ou futuras, no seu vencimento original ou antecipado, assumidas ou que venham a ser assumidas pela Emissora, representadas pelas Debêntures, o que inclui, mas não se limita, ao pagamento de todo e qualquer valor devido pela Emissora em razão das Debêntures, incluindo o Valor Nominal Unitário, os Juros Remuneratórios, todos os Encargos Moratórios das Debêntures, o pagamento dos custos, comissões, encargos e despesas da Emissão e a totalidade das obrigações acessórias, tais como, mas não se limitando, a multas, indenizações, penalidades, despesas, custas, impostos, taxas, honorários advocatícios e de sucumbência, comissões e demais encargos contratuais e legais previstos, bem como todos os eventuais tributos, custos e despesas devidos pela Emissora com relação às Debêntures, incluindo gastos com honorários advocatícios razoáveis, obrigações relativas à B3, ao Agente Fiduciário, ao Banco Liquidante e Escriturador, incluindo, mas não se limitando, suas remunerações, reembolsos, multas, perdas, verbas indenizatórias, custas e taxas judiciais ou extrajudiciais, (“Obrigações Garantidas”), a Fiduciante, por meio deste instrumento e na melhor forma de direito, em caráter irrevogável e irretratável, aliena fiduciariamente às Partes Garantidas, representadas pelo Agente Fiduciário, os seguintes ativos e direitos (“Alienação Fiduciária”):

- (a) todas as ações representativas do capital social da Companhia de sua titularidade, correspondentes, na presente data, a [100% (cem por





cento)] do capital social da Companhia, conforme descritas no Anexo I ao presente instrumento ("Ações");

- (b) todas e quaisquer ações ordinárias e/ou preferenciais de emissão da Companhia que venham a ser adquiridas e/ou subscritas e/ou recebidas e/ou conferidas e/ou de qualquer forma detidas pela Fiduciante no futuro, bem como bens, títulos ou valores mobiliários que vierem a ser oriundos, decorrentes ou derivados das Ações por qualquer meio ou forma, inclusive em razão de desdobramento, grupamento ou bonificação, permuta, cancelamento, incorporação, consolidação, fusão, cisão ou qualquer outra forma de reorganização societária envolvendo a Companhia, venda ou qualquer outra forma de alienação das Ações e todas e quaisquer ações, bens, títulos ou valores mobiliários nos quais as Ações sejam convertidas (incluindo dinheiro, quaisquer depósitos, títulos ou valores mobiliários), bônus de subscrição, debêntures conversíveis, direitos de preferência, partes beneficiárias, certificados, títulos ou outros valores mobiliários conversíveis em ações, relacionados às (ou decorrentes das) Ações, sejam elas atualmente ou no futuro detida pela Fiduciante, os quais se sujeitarão, automaticamente, à presente alienação fiduciária ("Ações Adicionais" e, em conjunto com as Ações, as "Ações Alienadas Fiduciariamente"); e
- (c) todos os direitos e ativos relacionados às Ações Alienadas Fiduciariamente, rendimentos, dividendos, lucros, ganhos, direitos, juros sobre capital próprio, distribuições e outros pagamentos, valores recebidos ou a serem recebidos, distribuídos de outra forma ou pagos à Fiduciante relacionados às Ações Alienadas Fiduciariamente ("Direitos", e conjuntamente com as Ações Alienadas Fiduciariamente, as "Ações e Direitos").

2.2. Para os fins do artigo 66-B da Lei de Mercado de Capitais e do artigo 1.362 do Código Civil Brasileiro, as Ações e Direitos visam a garantir o pontual e integral pagamento das Obrigações Garantidas, as quais têm suas características descritas resumidamente no Anexo II deste Contrato, sem prejuízo do detalhamento constante da Escritura de Emissão que, para esse efeito, são consideradas como se estivessem aqui integralmente transcritas.

2.3. Para todos os fins de direito e diante da alocação de riscos prevista no artigo 421-A, II, do Código Civil, a Fiduciante declara e reconhece que, não obstante uma possível caracterização das Ações e Direitos como bens de capital e/ou bens ou





direitos essenciais à respectiva atividade empresarial, de forma irrevogável, irretratável e isenta de qualquer vício de consentimento, renuncia a qualquer prerrogativa, atual ou futura, de pleitear ou de qualquer outro modo discutir, em juízo ou fora dele, o reconhecimento da essencialidade dos bens ou direitos.

2.4. Sem prejuízo da vinculação automática de quaisquer Ações Adicionais a este Contrato, no prazo de 10 (dez) Dias Úteis após a subscrição ou aquisição de quaisquer Ações Adicionais, nos termos da Cláusula 2.1(b), a Fiduciante obriga-se a celebrar aditamento a este Contrato e a tomar todas as providências necessárias para formalização da alienação fiduciária das Ações Adicionais em favor da Fiduciária, incluindo a obtenção dos registros necessários junto aos cartórios competentes e averbações nos livros de registro aplicáveis, nos prazos previstos na Cláusula 3 abaixo. Incorporar-se-ão automaticamente à presente Alienação Fiduciária, passando, para todos os fins de direito, conforme o caso, a integrar a definição de Ações e Direitos, as Ações Adicionais e os Direitos oriundos, decorrentes ou derivados de tais Ações Adicionais.

2.5. Até a quitação integral das Obrigações Garantidas, a Companhia e a Fiduciante obrigam-se a adotar todas as medidas e providências no sentido de assegurar que o Agente Fiduciário, representando as Partes Garantidas, tenha preferência absoluta com relação às Ações e Direitos.

3. REGISTRO E FORMALIZAÇÃO

3.1. A Fiduciante e a Companhia, conforme o caso, deverão, às suas próprias custas, (i) apresentar para registro o presente Contrato, bem como quaisquer futuros aditamentos, no prazo de até 5 (cinco) Dias Úteis contados da data de sua assinatura, perante os cartórios de registro de títulos e documentos localizados na comarca da sede das Partes ("Cartórios de Registro de Títulos e Documentos"); e (ii) no prazo de até 20 (vinte) dias contados da data de assinatura do presente Contrato ou de eventuais aditamentos, conforme o caso, obter o registro do respectivo instrumento ou de eventuais aditamentos, conforme o caso, perante os Cartórios de Registro de Títulos e Documentos e enviar ao Agente Fiduciário, no prazo de até (ii.a) 2 (dois) Dias Úteis a contar da data de protocolo deste Contrato, ou de qualquer aditamento perante os Cartórios de Registro de Títulos e Documentos, o respectivo protocolo de registro deste Contrato ou de qualquer aditamento nos Cartórios de Registro de Títulos e Documentos ; (ii.b) 2 (dois) Dias Úteis contados da data do efetivo registro e/ou averbação deste Contrato ou de qualquer aditamento, a cópia eletrônica (pdf.) devidamente registrada ou averbada nos Cartórios de Registro de Títulos e Documentos; e (ii.c) 10 (dez) Dias Úteis, contados da solicitação, a via original deste





Contrato ou de qualquer aditamento, devidamente registrada ou averbada nos Cartórios de Registro de Título e Documentos. A Fiduciante e a Companhia se comprometem ainda a, tempestivamente, atender às eventuais exigências que sejam feitas pelos Cartórios de Registro de Títulos e Documentos para o efetivo registro e/ou averbação aqui previstos.

3.1.1. As Partes acordam, mutuamente, que o prazo de 20 (vinte) dias para registro deste Contrato nos Cartórios de Registro de Títulos e Documentos poderá ser prorrogado pelo mesmo período, em caso de recebimento de exigências de qualquer dos competentes nos Cartórios de Registro de Títulos e Documentos, na medida em que a Fiduciante e a Companhia demonstrem estarem cumprindo diligentemente e tempestivamente com referidas exigências que forem de sua responsabilidade. Todas as Partes se comprometem a colaborar e atender todas e quaisquer exigências recebidas dos nos Cartórios de Registro de Títulos e Documentos que forem de suas respectivas responsabilidades para fins da conclusão do registro deste Contrato.

3.2. A presente Alienação Fiduciária deverá ser averbada pela Fiduciante ou pela Companhia, nesta data e na data de celebração de qualquer aditamento subsequente nos termos aqui previstos, caso aplicável, conforme disposto no artigo 40 da Lei das Sociedades por Ações, no livro de registro de ações nominativas da Companhia ("Livro de Registro"), de acordo com a seguinte anotação:

"Todas as ações e quaisquer valores mobiliários conversíveis em ações emitidas pela [HNT], sociedade anônima, com sede na Cidade de [=], Estado de [=], na Rua [=], inscrita no CNPJ/MF sob o nº [=] ("Companhia"), nesta data [ou no futuro], de titularidade da Americanas S.A. – Em Recuperação Judicial ("Fiduciante"), bem como os rendimentos, dividendos, lucros, ganhos, direitos, juros sobre o capital próprio, distribuições e demais pagamentos ou valores recebidos ou a serem recebidos ou de qualquer outra forma distribuídos, que poderão ser devidos à Fiduciante em razão da titularidade das ações de emissão da Companhia, foram alienadas fiduciariamente, em favor dos Debenturistas titulares de Debêntures da [Vigésima] Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, a Ser Convolada na Espécie com Garantia Real, com Garantia Adicional Fidejussória, em Quatro Séries, para Distribuição Pública, conforme o Rito de Registro Automático de Distribuição, da Americanas S.A. – Em Recuperação Judicial, representados pela [=] ("Agente Fiduciário"), de acordo com o Instrumento Particular de Alienação Fiduciária de Ações e Outras Avenças, celebrado em [=] entre a Fiduciante, o Agente Fiduciário e a Companhia, o qual se encontra arquivado na sede da Companhia."





3.2.1. A Companhia deverá enviar ao Agente Fiduciário cópia simples do Livro de Registro evidenciando a anotação da Alienação Fiduciária, na forma prevista na Cláusula 3.2 acima, no prazo de até 5 (cinco) Dias Úteis contados da data de celebração deste Contrato, com as devidas atualizações do Livro de Registro e anotações complementares àquela prevista na Cláusula 3.2.

3.3. A Companhia neste ato reconhece a Alienação Fiduciária nos termos deste Contrato e concorda expressamente com os termos e condições aqui estabelecidos sem a necessidade de qualquer consentimento ou reconhecimento adicionais para fins da lei aplicável.

3.4. Todas e quaisquer averbações e registros aqui previstos serão de responsabilidade única e exclusiva da Fiduciante e da Companhia, às suas expensas. Não obstante, caso a Companhia e a Fiduciante não os façam dentro dos prazos especificados no presente Contrato, o Agente Fiduciário poderá realizar tais registros, averbações e anotações em nome, por conta e ordem e às expensas da Fiduciante e da Companhia, devendo o Agente Fiduciário ser ressarcido por todos os custos e despesas incorridos para realização das averbações e registros necessários, mediante envio do respectivo comprovante em até 10 (dez) Dias Úteis contados do recebimento, pela Fiduciante e Companhia, do comprovante enviado pelo Agente Fiduciário.

3.5. A Companhia e a Fiduciante se obrigam a manter o direito real de garantia outorgado por meio deste Contrato à Fiduciária ou quaisquer de seus sucessores legais ou cessionários, até a quitação integral das Obrigações Garantidas.

3.6. Fica desde já esclarecido que, para os efeitos da presente Alienação Fiduciária, a Fiduciante reconhece que a propriedade fiduciária, o domínio resolúvel e a posse indireta sobre as Ações e Direitos serão transferidos para as Partes Garantidas, representadas pela Fiduciária, e que a Fiduciante deterá a posse direta das suas respectivas Ações e Direitos exclusivamente na qualidade de depositária e responsável por bens de terceiros, assumindo todas as obrigações previstas nos artigos 627 a 646 do Código Civil Brasileiro.

4. DIREITOS A VOTO

4.1. Exceto na ocorrência de qualquer Evento de Excussão, a Fiduciante poderá exercer livremente seus direitos a voto em relação às Ações Alienadas





Fiduciariamente, ficando, contudo, estabelecido que a Fiduciante não exercerá tal direito de voto, tampouco concederá qualquer consentimento, renúncia ou ratificação, ou praticará qualquer outro ato que, de qualquer maneira: (i) viole os termos do presente Contrato e/ou da Escritura de Emissão ou que possa levar, de forma imediata ou após o decurso de prazo de cura seja aplicável, à ocorrência de um Evento de Excussão; e (ii) resulte em restrição no direito dos Debenturistas em excutir sua garantia e/ou possa prejudicar de qualquer forma o valor de mercado e/ou a liquidez das Ações e Direitos.

4.2. Após a ocorrência de um Evento de Excussão, a Fiduciante não exercerá qualquer direito de voto, consentimento ou outro direito com relação às Ações Alienadas Fiduciariamente, exceto em conformidade com as autorizações escritas do Fiduciário. A Fiduciante obriga-se a comunicar o Fiduciário, com pelo menos 10 (dez) dias de antecedência da data de qualquer evento deliberativo da Companhia. O Fiduciário compromete-se a informar à Fiduciante o seu posicionamento com relação à matéria em deliberação até a data de ocorrência do evento deliberativo. A Fiduciante, por sua vez, obriga-se a comparecer e a exercer ou não exercer o seu direito de voto conforme orientação de voto do Fiduciário, nos termos desta Cláusula, e enviar ao Fiduciário cópia da ata contendo as deliberações eventualmente aprovadas, em até 2 (dois) dias úteis da realização do evento. No caso de a Fiduciante não receber instruções do Fiduciário, antes ou na ocasião da assembleia, a Fiduciante deverá comparecer à assembleia e votar de modo a preservar o *status quo ante* da Companhia em todos os aspectos e, notadamente em relação às questões sujeitas à orientação de voto do Fiduciante.

4.3. Será nulo e ineficaz perante a Companhia e/ou a Fiduciante qualquer ato ou negócio jurídico relacionado às Ações Alienadas Fiduciariamente praticado em desacordo com as disposições deste Contrato, em especial as relativas ao exercício dos direitos políticos e econômicos previstos nas Cláusulas 4.1 e 4.2 acima

5. DECLARAÇÕES E GARANTIAS

5.1. A Fiduciante declara e garante à Fiduciária, na data de assinatura do presente instrumento, que:

(i) é sociedade por ações devidamente organizada, constituída e existente sob a forma de companhia aberta segundo as leis da República Federativa do Brasil, o registro de companhia aberta da Emissora está atualizado perante a CVM, conforme requerido pela Resolução CVM 80, e suas informações lá contidas e tornadas públicas estão atualizadas conforme requerido pela Resolução CVM 80;





(ii) considerando a homologação do Plano de Recuperação Judicial pelo Juízo da Recuperação, está devidamente autorizada a celebrar o presente instrumento e a alienar e transferir a propriedade fiduciária das Ações ao Agente Fiduciário, e cumprir suas respectivas obrigações previstas neste Contrato e nos demais documentos relativos à Emissão, tendo sido satisfeitos todos os requisitos legais e estatutários necessários para tanto;

(iii) considerando a homologação do Plano de Recuperação Judicial pelo Juízo da Recuperação, as obrigações assumidas neste Contrato constituem obrigações legalmente válidas e vinculantes da Fiduciante, exequíveis de acordo com seus termos e condições;

(iv) a celebração do presente instrumento foi devidamente autorizada pelos seus órgãos societários competentes e pelo Juízo da Recuperação e não infringe: (i) seu Estatuto Social; ou (ii) qualquer lei ou restrição contratual que a vincule ou afete;

(v) considerando a homologação do Plano de Recuperação Judicial pelo Juízo da Recuperação, nenhum registro, consentimento, autorização, aprovação, licença, ordem de, ou qualificação junto a qualquer autoridade governamental ou órgão regulatório é exigido para o cumprimento pela Fiduciante de suas obrigações nos termos deste instrumento, exceto pelo registro do Contrato perante os Cartórios de Registro de Títulos e Documentos competentes;

(vi) tem todas as autorizações e licenças relevantes (inclusive ambientais) exigidas pelas autoridades federais, estaduais e municipais para o exercício de suas atividades, sendo que até a data da presente declaração a Fiduciante não foi notificada acerca da revogação de qualquer delas ou da existência de processo administrativo que tenha por objeto a revogação, suspensão ou cancelamento de qualquer delas;

(vii) os representantes legais que assinam este instrumento têm poderes estatutários e/ou delegados para assumir, em seu nome, as obrigações ora estabelecidas e, sendo mandatários, tiveram os poderes legitimamente outorgados, estando os respectivos mandatos em pleno vigor e efeito;

(viii) a celebração deste Contrato não infringe qualquer contrato ou instrumento dos quais a Fiduciante seja parte, nem irá resultar em: (i) vencimento antecipado de qualquer obrigação estabelecida em quaisquer desses contratos ou instrumentos; (ii)





criação de qualquer Ônus sobre qualquer ativo ou bem da Fiduciante, exceto por aqueles já existentes na presente data e/ou por aqueles constituídos no âmbito do presente instrumento; ou (iii) na rescisão de quaisquer desses contratos ou instrumentos;

(ix) os bens e direitos objeto da Alienação Fiduciária não constituem objeto de processo ou investigação, judicial ou extrajudicial, e não existem quaisquer discussões judiciais que vedem, restrinjam, reduzam ou limitem, de qualquer forma, a constituição e manutenção da garantia sobre os bens e direitos objeto da Alienação Fiduciária em favor do Agente Fiduciário;

(x) é a única e legítima titular e possuidora das Ações, as quais estão livres de qualquer Ônus, exceto pelo ônus criado em decorrência da celebração do presente instrumento, não existindo qualquer processo ou procedimento judicial, administrativo ou arbitral, que possa prejudicar ou invalidar as Ações e/ou a Alienação Fiduciária;

(xi) o capital social da Companhia, totalmente subscrito e integralizado, é de R\$[●] ([●]), dividido em [●] ([●]) ações;

(xii) mediante os registros, anotações e demais providências a que se refere a Cláusula 3, a Alienação Fiduciária será devidamente constituída e válida nos termos das leis brasileiras, constituindo, em favor do Agente Fiduciário, propriedade resolúvel, válida, eficaz, exigível e exequível sobre as Ações;

(xiii) as Ações e Direitos não se qualificam como bens essenciais às atividades da Fiduciante exclusivamente para fins do disposto no artigo 49, parágrafo 3º, da LFR (bens de capital necessários à sua atividade empresarial), e a Fiduciante não invocará o referido dispositivo com o objetivo de impedir, suspender ou de outro modo prejudicar a execução de qualquer das Obrigações Garantidas;

(xiv) [não há acordo de acionistas cujo objeto sejam ações da Companhia, sendo certo que as Ações e Direitos estarão automática e irrevogavelmente desvinculados de qualquer acordo de acionistas que existam, na hipótese de declaração do vencimento antecipado das Obrigações Garantidas; e]

(xv) a procuração outorgada pela Fiduciante para excussão das Ações e Direitos, na forma do modelo anexo como Anexo III deste Contrato, foi devida e validamente outorgada e formalizada, e confere ao Agente Fiduciário, na qualidade de





representante dos Debenturistas, os poderes nela expressos de forma lícita, válida e eficaz.

5.2. As Partes confirmam que a negociação e assinatura deste Contrato seguiram os princípios de probidade e boa-fé, os quais também deverão ser cumpridos pelas Partes no exercício de seus direitos e no cumprimento de suas obrigações sob o presente Contrato.

6. OBRIGAÇÕES ADICIONAIS

6.1. A Fiduciante obriga-se a, até que todas as Obrigações Garantidas sejam integralmente pagas:

(i) manter a presente Alienação Fiduciária sempre existente, válida, eficaz, em perfeita ordem e em pleno vigor, sem qualquer restrição ou condição, e as Ações e Direitos livres e desembaraçados de quaisquer ônus, encargos ou gravames, exceto aqueles oriundos do presente Contrato;

(ii) entregar ao Agente Fiduciário, na presente data, bem como manter sempre válida (até a quitação das Obrigações Garantidas ou a excussão da presente Alienação Fiduciária), a procuração exigida nos termos deste Contrato, nos moldes do Anexo III;

(iii) respeitar o disposto na Escritura de Emissão e no presente instrumento, conforme aplicável;

(iv) sempre que as Obrigações Garantidas forem alteradas pelas partes da Escritura de Emissão, celebrar aditamentos a este Contrato para modificar a descrição das Obrigações Garantidas, conforme aplicável; e

(v) notificar o Agente Fiduciário de qualquer imposição por qualquer autoridade governamental de quaisquer alterações a quaisquer Ações e Direitos.

6.2. Este Contrato e todas as obrigações do Acionista relativas ao presente permanecerão em vigor enquanto não estiverem integralmente quitadas todas as Obrigações Garantidas.

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7. EXCUSSÃO DA GARANTIA

7.1. Mediante a ocorrência do vencimento das Debêntures sem que as Obrigações Garantidas tenham sido integralmente quitadas ou ocorrência de vencimento antecipado das Debêntures (em conjunto, “Eventos de Excussão”), o Agente Fiduciário, na qualidade de representante das Partes Garantidas, ficará autorizado a executar livremente as Ações e Direitos, judicial ou extrajudicialmente, inclusive por meio de venda amigável, atuando de boa-fé, bem como a aplicar o produto de tal venda no pagamento das Obrigações Garantidas até a sua integral quitação, independentemente de qualquer formalidade, leilão ou hasta pública, observadas as disposições previstas nas cláusulas abaixo.

7.2. O Agente Fiduciário seguirá a orientação das Partes Garantidas, reunidos em assembleia geral de Debenturistas, com relação à realização pública ou privada da execução das Ações e Direitos.

7.3. Observado o disposto nesta Cláusula, na Escritura de Emissão e nas cláusulas 7.3 e seguintes do Plano de Recuperação Judicial, em caso de ocorrência de um Evento de Excussão, o produto da eventual excussão das Ações e Direitos deverá obedecer o previsto na cláusula 6.2.1 e subitens da Escritura de Emissão e 7.3 e subitens do Plano de Recuperação Judicial e será destinado ao pagamento das Obrigações Garantidas até o limite inicial de R\$ 1.000.000.000,00 (um bilhão de reais) previsto na cláusula 6.2.1.1 da Escritura de Emissão e 7.3.1 do Plano de Recuperação Judicial, bem como na medida que exceder o piso de R\$ 2.000.000.000,00 (dois bilhões de reais) conforme previsto nas cláusulas 6.2.1.2 e 6.2.1.3 da Escritura de Emissão e 7.3.2 e 7.3.3 do Plano de Recuperação Judicial.

7.4. A excussão das Ações e Direitos na forma aqui prevista será procedida de forma independente e em adição a qualquer outra execução de garantia, real ou pessoal, concedida ao Agente Fiduciário, na qualidade de representante das Partes Garantidas, nos demais contratos celebrados no âmbito da Emissão. Na ocorrência de vencimento antecipado das Obrigações Garantidas ou vencimento final das Debêntures sem que as Obrigações Garantidas tenham sido integralmente quitadas, o Agente Fiduciário deverá ter o direito de exercer os seus direitos e executar a Alienação Fiduciária constituída nos termos deste Contrato e qualquer outra garantia que lhe foi concedida sob a Escritura de Emissão, como forma de satisfazer plenamente as Obrigações Garantidas.

7.5. As Partes desde já concordam que a excussão das Ações e Direitos só quitará a integralidade das Obrigações Garantidas caso o valor total resultante da excussão





seja suficiente para tanto. A Fiduciante e a Companhia reconhecem, ainda, que a alienação das Ações e Direitos poderá ocorrer em condições menos favoráveis do que aquelas que poderiam ser obtidas por meio de uma venda sob circunstâncias normais, e, não obstante essas circunstâncias, reconhecem e concordam que qualquer venda será considerada válida e regular se realizada conforme disposto no presente instrumento.

7.6. Todos e quaisquer custos ou despesas comprovadamente incorridos pelo Agente Fiduciário, na qualidade de representante das Partes Garantidas, em decorrência de tarifas e/ou tributos dos registros, averbações, processos, procedimentos e/ou outras medidas judiciais ou extrajudiciais necessários ao recebimento do produto da excussão da Alienação Fiduciária e à salvaguarda dos direitos e prerrogativas das Partes Garantidas previstos neste Contrato, incluindo custos, taxas, despesas, emolumentos, honorários advocatícios e periciais fixados em sentença judicial transitada em julgado, ou quaisquer outros custos ou despesas comprovadamente incorridos relacionados com tais processos, procedimentos ou medidas, serão de responsabilidade exclusiva e integral da Fiduciante.

7.7. Como forma de cumprir as obrigações estabelecidas no presente Contrato e até que as Obrigações Garantidas tenham sido devidamente e integralmente pagas, a Fiduciante e a Companhia nomeiam, em caráter irrevogável, pelo presente, o Agente Fiduciário, como seu bastante procurador, na forma do artigo 684 e 685 do Código Civil Brasileiro, com poderes para tomar as medidas necessárias conforme previstas neste Contrato para manutenção desta Alienação Fiduciária, inclusive para o bom e fiel cumprimento do disposto nesta Cláusula 7, nos termos da procuração constante no Anexo III ao presente instrumento.

7.7.1. A procuração outorgada sob este Contrato, referida na Cláusula 7.6 acima, permanecerá válida e em pleno vigor e efeito até o pagamento integral das Obrigações Garantidas.

7.8. Até o momento da eventual alienação, cessão e transferência das Ações e Direitos a terceiros, é assegurado à Fiduciante o direito de pagar o valor integral inadimplido das Obrigações Garantidas, nos termos deste Contrato e/ou da Escritura de Emissão, conforme aplicável.

8. APLICAÇÃO DOS RECURSOS





8.1. Quaisquer valores recebidos pelo Agente Fiduciário em benefício das Partes Garantidas após o exercício das medidas previstas na Cláusula 7 acima serão aplicados para pagamento das Obrigações Garantidas da maneira e ordem estabelecidas neste Contrato e na Escritura de Emissão, sendo certo que o produto da excussão das Ações e Direitos será destinado primeiro ao pagamento integral das Obrigações Garantidas decorrentes das Debêntures da Primeira Série e das Debêntures da Segunda Série, de forma *pro rata* ao saldo do Valor Nominal Unitário (para as Debêntures da Primeira Série) e ao saldo do Valor Nominal Unitário Atualizado (para as Debêntures da Segunda Série) de tais Séries, e, caso haja saldo, ao pagamento das Obrigações Garantidas decorrentes das Debêntures da Terceira Série e das Debêntures da Quarta Série, de forma *pro rata* ao saldo do Valor Nominal Unitário (para as Debêntures da Terceira Série) e ao saldo do Valor Nominal Unitário Atualizado (para as Debêntures da Quarta Série) de tais Séries.

8.2. Após o pagamento integral das Obrigações Garantidas, quaisquer desses valores que excedam as Obrigações Garantidas deverão ser devolvidos à Fiduciante, observado os termos e condições da Escritura de Emissão e do Plano de Recuperação Judicial.

9. RESCISÃO E QUITAÇÃO

9.1. Esse Contrato será eficaz a partir da presente data e permanecerá em pleno vigor e eficácia até a quitação integral das Obrigações Garantidas ou a completa excussão da Alienação Fiduciária, quando o presente Contrato será tido por extinto e os direitos de garantia por ele criados serão liberados.

9.2. Após a quitação integral das Obrigações Garantidas ou a completa excussão da presente garantia, o Agente Fiduciário celebrará e entregará à Emissora, no prazo de 2 (dois) Dias Úteis contados da solicitação da Fiduciante, o termo de liberação, para comprovar a referida liberação em conformidade com a presente Cláusula.

10. DISPOSIÇÕES GERAIS

10.1. Cessão e Transferência: A Fiduciante e a Companhia não poderão ceder ou transferir, no todo ou em parte, qualquer de seus direitos e obrigações previstos no presente Contrato, exceto mediante o prévio e expresso consentimento das demais Partes. Qualquer suposta cessão ou transferência em descumprimento ao disposto nesta Cláusula 10.1 será nula e sem efeito.





10.2. Comunicações: As comunicações a serem enviadas por qualquer das Partes nos termos deste Contrato deverão ser encaminhadas para os seguintes endereços:

Para a Emissora:

AMERICANAS S.A. – EM RECUPERAÇÃO JUDICIAL

Rua Sacadura Cabral, 102, Parte, Saúde,

CEP 20081-902 – Rio de Janeiro, RJ

At.: [●]

Tel.: (21) [●]

E-mail: [●]

Para o Agente Fiduciário:

[●]

[●]

At.: [●]

Telefone: [●]

E-mail: [●]

Para a Companhia:

[●]

[●]

At.: [●]

Telefone: [●]

E-mail: [●]

- 10.2.1. As comunicações referentes a este Contrato serão consideradas entregues quando recebidas sob protocolo, com “aviso de recebimento” expedido pela Empresa Brasileira de Correios, ou por telegrama, ou por correio eletrônico nos endereços acima. As comunicações feitas por fac-símile ou correio eletrônico serão consideradas recebidas na data de seu envio, desde que seu recebimento seja confirmado por meio de recibo emitido pela máquina utilizada pelo remetente.
- 10.2.2. Com exceção das obrigações assumidas com formas de cumprimento específicas, o cumprimento das obrigações pactuadas neste instrumento e nos demais documentos da Oferta referentes ao envio de documentos e informações periódicas ao Agente Fiduciário, ocorrerá exclusivamente através da plataforma [●].
- 10.2.3. A mudança de qualquer dos endereços acima deverá ser comunicada imediatamente pela Parte que tiver seu endereço alterado.





10.3. Renúncia: Não se presume a renúncia a qualquer dos direitos decorrentes deste instrumento. Desta forma, nenhum atraso, omissão ou liberalidade no exercício de qualquer direito, faculdade ou remédio que caiba ao Agente Fiduciário e/ou aos Debenturistas em razão de qualquer inadimplemento da Emissora prejudicará tais direitos, faculdades ou remédios, ou será interpretado como constituindo uma renúncia aos mesmos ou concordância com tal inadimplemento, nem constituirá novação ou modificação de quaisquer outras obrigações assumidas pela Emissora neste instrumento ou precedente no tocante a qualquer outro inadimplemento ou atraso.

10.4. Independência das Disposições: Caso qualquer disposição do presente Contrato seja julgada inválida, ilegal ou inexecutável nos termos da legislação aplicável, a disposição será considerada ineficaz apenas na medida de tal invalidade, ilegalidade ou inexecutabilidade e não afetará quaisquer outras disposições do presente Contrato nem a validade, legalidade ou exequibilidade da disposição em questão em qualquer outra jurisdição. Na medida permitida pela legislação aplicável, as Partes, de boa-fé, negociarão e celebrarão uma alteração ao presente Contrato a fim de substituir qualquer disposição por uma nova que: (a) reflita sua intenção original; e (b) seja válida e vinculante.

10.5. Novação: Este Contrato não constitui novação, nem altera qualquer obrigação da Fiduciante em relação ao Agente Fiduciário sob qualquer contrato firmado entre eles, incluindo, dentre outros, a Escritura de Emissão.

10.6. Título Executivo Extrajudicial e Execução Específica. Este Contrato constitui título executivo extrajudicial nos termos dos incisos I e III do artigo 784 da Lei nº 13.105, de 16 de março de 2015, conforme alterada ("Código de Processo Civil"), reconhecendo as Partes desde já que, independentemente de quaisquer outras medidas cabíveis, as obrigações assumidas nos termos deste Contrato comportam execução específica, submetendo-se às disposições dos artigos 815 e seguintes do Código de Processo Civil.

10.7. Irrevogabilidade e Irretratabilidade: Este Contrato é celebrado em caráter irrevogável e irretratável, obrigando as Partes e seus sucessores a qualquer título.

10.8. Despesas: Qualquer custo ou despesa comprovado eventualmente incorrido pelo Agente Fiduciário no cumprimento de suas obrigações previstas neste Contrato será de inteira responsabilidade da Fiduciante, não cabendo ao Agente Fiduciário qualquer responsabilidade pelo seu pagamento ou reembolso.





10.9. Renúncia, Aditamento ou Mudança: Nenhum termo ou condição aqui contido poderá ser objeto de renúncia, aditamento ou mudança, exceto se tal renúncia, aditamento ou mudança for formalizado por escrito e devidamente assinado pelas Partes. Qualquer omissão ou atraso no exercício de qualquer direito, poder ou privilégio aqui previsto, não poderá ser interpretado como renúncia ou novação de qualquer direito, poder ou privilégio ou de qualquer outro direito, poder ou privilégio decorrente deste Contrato ou de qualquer outro instrumento. O exercício parcial de qualquer direito não impedirá o futuro exercício total de tal direito ou de qualquer outro direito. A renúncia expressa e por escrito a qualquer direito não deverá ser considerada uma renúncia de qualquer outro direito.

10.10. Assinatura Eletrônica: As Partes assinam o presente instrumento por meio eletrônico, sendo consideradas válidas apenas as assinaturas eletrônicas realizadas por meio de certificado digital, validado conforme a Infraestrutura de Chaves Públicas Brasileira ICP-Brasil, nos termos da Medida Provisória nº 2.200-2, de 24 de agosto de 2001. As Partes reconhecem, de forma irrevogável e irretratável, a autenticidade, validade e a plena eficácia da assinatura por certificado digital, para todos os fins de direito.

10.10.1. Este Contrato produz efeitos para todas as Partes a partir da data nele indicada, ainda que uma ou mais Partes realizem a assinatura eletrônica em data posterior. Ademais, ainda que alguma das partes venha a assinar eletronicamente este instrumento em local diverso, o local de celebração deste instrumento é, para todos os fins, a Cidade do Rio de Janeiro, Estado do Rio de Janeiro, conforme abaixo indicado

10.11. Lei Aplicável: Este Contrato é regido pelas Leis da República Federativa do Brasil.

10.12. Foro: Fica eleito o foro da comarca da Capital do Estado de São Paulo, para dirimir quaisquer dúvidas ou controvérsias oriundas desta Escritura, com renúncia a qualquer outro, por mais privilegiado que seja ou venha a ser.

Estando assim, as Partes certas e ajustadas, firmam o presente instrumento, eletronicamente, juntamente com 2 (duas) testemunhas, que também o assinam.

Rio de Janeiro, [=] de [=] de 2023.

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[O RESTANTE DA PÁGINA FOI DEIXADO INTENCIONALMENTE EM
BRANCO]

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(Página de assinaturas 1/3 do “Instrumento Particular de Alienação Fiduciária de Ações em Garantia e Outras Avenças” celebrado em [=] entre Americanas S.A. – Em Recuperação Judicial, [=] e [=])

Americanas S.A. – Em Recuperação Judicial

Por:
Cargo:

Por:
Cargo:

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(Página de assinaturas 2/3 do “Instrumento Particular de Alienação Fiduciária de Ações em Garantia e Outras Avenças” celebrado em [=] entre Americanas S.A. – Em Recuperação Judicial, [=] e [=])

[=]

Por: [=]
Cargo: [=]

Por: [=]
Cargo: [=]

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(Página de assinaturas 3/3 do “Instrumento Particular de Alienação Fiduciária de Ações em Garantia e Outras Avenças” celebrado em [=] entre Americanas S.A. – Em Recuperação Judicial, [=] e [=])

[=]

Por: [=]
Cargo: [=]

Por: [=]
Cargo: [=]

Testemunhas:

1. _____
Nome:
RG N°:

2. _____
Nome:
RG N°:

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ANEXO I
DESCRIÇÃO DAS AÇÕES

Fiduciante	Ações	R\$	%
Americanas S.A. – Em Recuperação Judicial	[=]	[=]	100%

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ANEXO II
OBRIGAÇÕES GARANTIDAS

[Nota para a minuta: anexo a ser preenchido]

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ANEXO III PROCURAÇÃO

PROCURAÇÃO

Pela presente procuração, **AMERICANAS S.A. – EM RECUPERAÇÃO JUDICIAL**, sociedade anônima com registro de companhia aberta perante a Comissão de Valores Mobiliários (“CVM”), com sede na cidade do Rio de Janeiro, Estado do Rio de Janeiro, na Rua Sacadura Cabral, 102, Parte, Saúde, CEP 20081-902, inscrita no Cadastro Nacional da Pessoa Jurídica do Ministério da Fazenda (“CNPJ/MF”) sob o nº 00.776.574/0006-60 e na Junta Comercial do Estado do Rio de Janeiro (“JUCERJA”) sob o NIRE 3330029074-5, neste ato representada na forma de seu estatuto social por seu(s) representante(s) legal(is) devidamente autorizado(s) e identificado(s) nas páginas de assinaturas do presente instrumento (“Outorgante”), neste ato nomeia a [=], [endereço], inscrita no CNPJ/MF sob o nº [=] (“Outorgado”), em caráter irrevogável e irretratável, como seu procurador, agindo individualmente em nome e pela Outorgante, com poderes para agir em seu nome e como seu representante no exercício de todos os atos que se fizerem necessários com relação ao “Instrumento Particular de Alienação Fiduciária de Ações em Garantia e Outras Avenças” celebrado entre a Outorgante, o Outorgado e a Companhia em [=](conforme aditado, modificado, alterado e consolidado de tempos em tempos, “Contrato”), incluindo, mas não se limitando a, poderes e autoridade para, até que as Obrigações Garantidas tenham sido inteiramente pagas, tais como expressamente confirmado por escrito pelo Outorgado:

(1) independentemente da ocorrência de um Evento de Excussão, celebrar qualquer documento e realizar quaisquer atos em nome da Outorgante com relação à alienação fiduciária constituída nos termos do Contrato, na medida em que tal documento ou ato seja necessário para constituir, criar, preservar, manter, formalizar, aperfeiçoar e validar tal alienação fiduciária nos termos do Contrato, ou aditar o Contrato para incluir quaisquer Novas Ações e Direitos sob o Contrato e/ou para corrigir erros evidentes, caso em que o Agente Fiduciário deverá notificar a Outorgante sobre os atos então praticados; e

(2) mediante a ocorrência de um Evento de Excussão ou na data de vencimento sem que as Obrigações Garantidas tenham sido integralmente liquidadas:

(a) observado o disposto na Cláusula 7 do Contrato, excutir, ceder, transferir ou vender as Ações e Direitos ou concordar com sua excussão, cessão, transferência ou venda, no todo ou em parte, judicial ou extrajudicialmente, mediante venda ou negociação pública ou privada, inclusive judicialmente, por procuradores devidamente nomeados com poderes da cláusula *ad judicia* (via





subestabelecimento), bem como aplicar os recursos recebidos para o pagamento e satisfação de todas as Obrigações Garantidas asseguradas pelo Contrato que se tornarem devidas e exigíveis, deduzindo as despesas e utilizar o saldo remanescente, se houver, conforme previsto na Escritura de Emissão, recebendo todos os poderes necessários para tanto, incluindo, entre outros, o poder e capacidade de assinar contratos ou acordos relativos à venda ou transferência das Ações e Direitos Dados em Garantia e, sempre que necessário, adotar medidas, com poderes para praticar, aplicar e assinar recibos e declarações, endossar cheques, bem como praticar todos os atos correlatos, incluindo, entre outros, representar a Outorgante perante qualquer órgão governamental brasileiro quando necessário para efetivar a venda das Ações e Direitos Dados em Garantia;

(b) praticar todos os atos necessários para receber todos os valores exigíveis mediante ou relativo a qualquer execução de seus direitos com relação às Ações e Direitos, nos termos do Contrato;

(c) praticar todos os atos necessários e celebrar qualquer instrumento perante qualquer autoridade governamental em caso de venda pública das Ações e Direitos, em conformidade com os termos e condições estabelecidos no Contrato; e

(e) na medida em que for necessário para o exercício dos poderes outorgados, representar a Outorgante perante quaisquer terceiros, incluindo qualquer instituição financeira e qualquer órgão governamental brasileiro ou autoridade brasileira, seja na esfera federal, estadual ou municipal, incluindo a B3 S.A. – Brasil, Bolsa, Balcão (“B3”), Comissão de Valores Mobiliários, a Receita Federal do Brasil, o Banco Central do Brasil, instituições financeiras, juntas comerciais, dentre outros, agências reguladoras competentes e qualquer autoridade ambiental, tributária ou fazendária ou de transportes, com relação aos assuntos relacionados a este Contrato e às Ações e Direitos.

Os termos utilizados em maiúscula e não definidos na presente procuração terão o mesmo significado que lhes foram atribuídos no Contrato.

Esta procuração será válida pelo prazo das Obrigações Garantidas ou até a integral excussão da garantia objeto do Contrato, o que ocorrer primeiro, sendo, portanto, irrevogável de acordo com os artigos 684 e 685 do Código Civil Brasileiro.

Os poderes outorgados nesta procuração são adicionais aos poderes outorgados pela Outorgante ao Outorgado nos termos do Contrato ou de qualquer outro documento e não anulam nem revogam tais poderes.





A presente procuração foi assinada pelo Outorgante em [=], na Cidade do Rio de Janeiro, Estado do Rio de Janeiro.

AMERICANAS S.A. – EM RECUPERAÇÃO JUDICIAL

Nome:

Cargo:

Nome:

Cargo:

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Anexo 6.2.7.1

Termo de Adesão da Opção de Reestruturação – Créditos Retidos ou Compensados

Para:

Americanas S.A.

Aos cuidados do Grupo da Recuperação Judicial
Rua Sacadura Cabral, 102, Saúde
Rio de Janeiro, Rio de Janeiro, Brasil,
CEP: 20081-902

C/c: Administração Judicial

Via Portal do Credor – <https://portalcredor.americanas.io>

Ref.: Termo de Adesão da Opção de Reestruturação – Créditos Retidos ou Compensados - Plano de Recuperação Judicial do Grupo Americanas

Fazemos referência ao Plano de Recuperação Judicial do Grupo Americanas aprovado em Assembleia Geral de Credores realizada em [=] e homologado pelo Juízo da Recuperação em [=] (“Plano”). Os termos iniciados em letra maiúscula não definidos neste Termo de Adesão (“Termo”) terão o significado a eles atribuído no Plano.

Em atendimento ao disposto na **Cláusula 6.2.7.1** do Plano, [inserir nome / razão social do Credor] _____, inscrito no CPF/CNPJ sob nº [inserir nº do documento] _____, com endereço na [inserir endereço do credor] _____, neste ato, [por si / por meio de seu representante legal] [inserir nome do representante legal se aplicável] _____, inscrito no CPF sob o nº [inserir nº do documento] _____ (“Credor”), na qualidade de **Credor Financeiro Litigante Com Valores Retidos ou Compensados**, declara, para os devidos fins, em especial para os efeitos do Plano, que (i) se enquadra como um Credor Financeiro Litigante Com Valores Retidos ou Compensados, conforme previsto no Plano; (ii) tem conhecimento, concorda e está adimplente com seu Compromisso de Não Litigar, Quitação e Renúncia previsto na **Cláusula 11.3** do Plano; e (iii) opta, por livre e espontânea vontade, por (a) dar e receber pelos respectivos Valores Compensados e os Valores a serem Compensados o tratamento previsto na **Cláusula 6.2.7 e subcláusulas** (Opção de Reestruturação – Créditos Retidos ou Compensados), comprometendo-se, de forma irrevogável e irretratável, a conceder Linha de Crédito nos termos e condições da **Cláusula 6.2.7.2**.





O Credor reconhece que, caso descumpra a obrigação de disponibilizar a respectiva Linha de Crédito e nos termos contratualmente acordados, ficará sujeito às penalidades previstas no Plano.

O Credor opta e declara, por livre e espontânea vontade, neste ato, que escolhe a modalidade de pagamento subsidiária indicada a seguir para o pagamento de eventual saldo remanescente dos Créditos Quirografários de sua titularidade após (a) a Consolidação Valores Retidos prevista na **Cláusula 6.2.7.3**; e (b) eventual pagamento de parte dos Créditos Quirografários no contexto do Leilão Reverso previsto na **Cláusula 6.2.2**:

() de acordo com os termos e condições previstos na **Cláusula 6.2.5** e **subcláusulas** (Opção de Reestruturação I); ou

() de acordo com os termos e condições previstos na **Cláusula 6.2.6** e **subcláusulas** (Opção de Reestruturação II), sendo que, o Credor, ao escolher esta modalidade de pagamento subsidiária mediante o envio do presente Termo, declara ter ciência integral, e aderir automática e irrestritamente, de forma irrevogável e irretratável, ao Acordo de Lock-Up Credores na forma do **Anexo 6.2.6.2** ao Plano, cuja eficácia iniciará imediatamente após a conclusão do Aumento de Capital Reestruturação e a entrega, ao Credor, das Novas Ações Capitalização de Créditos e respectivos Bônus de Subscrição, comprometendo-se neste ato a cumprir com todos os seus termos e condições, nos termos da **Cláusula 6.2.6.2** do Plano.

[O Credor declara que se enquadra como um Credor Financeiro Mercado de Capitais, conforme previsto no Plano e, nessa condição, não assumirá o compromisso de conceder Linha de Fiança Bancária ou Seguro Garantia nos termos e condições descritos na **Cláusula 6.2.6.3.7** e seguintes.]

OU

[O Credor, declara que se enquadra como um Credor Financeiro Banco, conforme previsto no Plano, e que não possui interesse em assumir o compromisso de conceder Linha de Fiança Bancária ou Seguro Garantia nos termos e condições descritos na **Cláusula 6.2.6.3.7** e seguintes, renunciando, neste ato, de forma irrevogável e irretratável, ao direito de participar voluntariamente em tais Linhas de Fiança Bancária ou Seguro Garantia.]

OU

[EXCLUSIVAMENTE PARA CREDORES FINANCEIROS BANCOS QUE DESEJAREM CONCEDER LINHAS DE FIANÇA BANCÁRIA OU SEGURO GARANTIA NOS TERMOS DA OPÇÃO DE REESTRUTURAÇÃO II]





[Adicionalmente, o Credor, neste ato, declara que se enquadra como um Credor Financeiro Banco, conforme previsto no Plano e por livre e espontânea vontade, neste ato, confirma sua participação voluntária e o seu compromisso, irrevogável e irretratável, de conceder ao Grupo Americanas Linha de Fiança Bancária ou Seguro Garantia no valor máximo *pro rata* calculado nos termos da Cláusula 6.2.6.3.7[, limitado, em todo caso, ao valor máximo de R\$ _____ [inserir valor máximo da Linha de Fiança Bancária ou Seguro Garantia que o Credor Financeiro Banco esteja disposto a conceder, se assim desejar, sempre limitado ao valor do seu Crédito Quirografário]¹ de seu Crédito Financeiro Banco e de celebrar o respectivo Contrato de Fiança Bancária ou Seguro Garantia até a Data de Fechamento – Opção de Reestruturação II, nos termos e condições descritos na **Cláusula 6.2.6.3.7 e seguintes**, com os quais o Credor declara ter ciência e anuir. O Credor reconhece que, caso o Grupo Americanas decida utilizar a respectiva Linha de Fiança Bancária ou Seguro Garantia nos termos do Contrato de Fiança Bancária ou Seguro Garantia e o Credor não cumprir com a respectiva obrigação assumida, ficará sujeito às penalidades previstas no Plano.]

O Credor declara e reconhece ao Grupo Americanas e a quem possa interessar, para todos os fins de direito, que, (i) mediante a verificação de todos os eventos descritos na **Cláusula 6.2.7** do Plano, em especial a **Cláusula 6.2.7.3**, o Grupo Americanas nada mais deverá ao Credor a qualquer título ou a qualquer tempo com relação aos Valores Retidos ou Compensados nos termos da **Cláusula 6.2.7**; e (ii) mediante o pagamento do saldo remanescente dos Créditos Quirografários nos termos da **Cláusula 6.2.6 e subcláusulas** do Plano, caso aplicável, o Grupo Americanas nada mais deverá ao Credor a qualquer título ou a qualquer tempo com relação ao saldo remanescente dos seus Créditos Quirografários, servindo o comprovante da referida operação financeira como prova de quitação plena, irrevogável e irretratável em relação ao saldo remanescente dos seus Créditos Quirografários. Para fins de clareza, a quitação das obrigações previstas na Escritura de Debêntures Americanas se dará somente com o seu pagamento.

Por fim, mediante o envio do presente Termo, o Credor expressamente manifesta sua concordância irrestrita e sem ressalvas com todas as cláusulas e condições previstas no Plano e seus Anexos. O Credor ratifica todos os efeitos do Plano e seus Anexos em

¹ Nota: a indicação de valor máximo (i) não é aplicável para os Credores Financeiros Bancos signatários do PSA, e (ii) é opcional para os Credores Financeiros Bancos não signatários do PSA que optarem pela participação voluntária de concessão de Linhas de Fiança Bancária e Seguro Garantia. Os Credores Financeiros Bancos signatários do PSA e que não optarem por indicar valor máximo **não** deverão incluir o seguinte trecho no Termo de Adesão: “[, limitado, em todo caso, ao valor máximo de R\$ _____ [inserir valor máximo da Linha de Fiança Bancária ou Seguro Garantia que o Credor Financeiro Banco esteja disposto a conceder, se assim desejar, sempre limitado ao valor do seu Crédito Quirografário]”.





relação a ele e ao seu Crédito Quirografário, de modo que a assinatura e envio deste Termo importa o aceite irrevogável e irretratável a todos os termos do Plano.

Para fins da **Cláusula 12.2** do Plano, o Credor indica os seguintes dados bancários para pagamento dos seus Créditos Quirografários nos termos da **Cláusula 6.2.7**:

Banco: _____

Código do Banco: _____

Agência: _____

Conta corrente: _____

Pix: _____

CNPJ/CPF: _____

Favorecido: _____

IBAN (para depósitos em moeda estrangeira): _____ [se aplicável]

Swift/BIC (para depósitos em moeda estrangeira): _____ [se aplicável]

[INSERIR LOCAL E DATA]

[NOME DO CREDOR // NOME DO REPRESENTANTE LEGAL]

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Anexo 6.2.8

**Termo de Adesão da Opção de Credores Fornecedores com Créditos
Quirografários acima de R\$ 12.000,00**

Para:

Americanas S.A.

Aos cuidados do Grupo da Recuperação Judicial
Rua Sacadura Cabral, 102, Saúde
Rio de Janeiro, Rio de Janeiro, Brasil,
CEP: 20081-902

C/c: Administração Judicial

Via Portal do Credor – <https://portalcredor.americanas.io>

**Ref.: Termo de Adesão da Opção de Credores Fornecedores com Créditos
Quirografários acima de R\$ 12.000,00 - Plano de Recuperação Judicial do Grupo
Americanas**

Fazemos referência ao Plano de Recuperação Judicial do Grupo Americanas aprovado em Assembleia Geral de Credores realizada em [=] e homologado pelo Juízo da Recuperação em [=] (“Plano”). Os termos iniciados em letra maiúscula não definidos neste Termo de Adesão (“Termo”) terão o significado a eles atribuído no Plano.

Em atendimento ao disposto na **Cláusula 6.2.8** do Plano, [inserir nome / razão social do Credor] _____, inscrito no CPF/CNPJ sob nº [inserir nº do documento] _____, com endereço na [inserir endereço do credor] _____, neste ato, [por si / por meio de seu representante legal] [inserir nome do representante legal se aplicável] _____, inscrito no CPF/ME nº _____ (“Credor”), na qualidade de **Credor Fornecedor com Créditos Quirografários acima de R\$ 12.000,00**, declara, para os devidos fins, em especial para os efeitos do Plano, que (i) tem conhecimento, concorda e está adimplente com seu Compromisso de Não Litigar, Quitação e Renúncia previsto na **Cláusula 11.3** do Plano, e (ii) por livre e espontânea vontade, opta por receber o pagamento dos seus Créditos Quirografários, inclusive o saldo remanescente após o eventual pagamento previsto na **Cláusula 6.2.2 e subcláusulas** do Plano, de acordo com os termos e condições previstos na **Cláusula 6.2.8** (Opção de Reestruturação – Credores Fornecedores com Créditos Quirografários acima de R\$ 12.000,00).

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O Credor declara e reconhece ao Grupo Americanas e a quem possa interessar, para todos os fins de direito, que, mediante o pagamento nos termos da **Cláusula 6.2.8** Plano, o Grupo Americanas nada mais deverá ao Credor a qualquer título ou a qualquer tempo com relação à totalidade dos seus Créditos Quirografários, servindo o comprovante da referida operação financeira como prova de quitação plena, irrevogável e irretratável em relação à totalidade dos seus Créditos Quirografários.

Por fim, mediante o envio do presente Termo, o Credor expressamente manifesta sua concordância irrestrita e sem ressalvas com todas as cláusulas e condições previstas no Plano e seus Anexos. O Credor ratifica todos os efeitos do Plano e seus Anexos em relação a ele e ao seu Crédito Quirografário, de modo que a assinatura e envio deste Termo importa o aceite irrevogável e irretratável a todos os termos do Plano.

Para fins da **Cláusula 12.2** do Plano, o Credor indica os seguintes dados bancários para pagamento dos seus Créditos Quirografários nos termos da **Cláusula 6.2.8**:

Banco: _____
Código do Banco: _____
Agência: _____
Conta corrente: _____
Pix: _____
CNPJ/CPF: _____
Favorecido: _____
IBAN (para depósitos em moeda estrangeira): _____ [se
aplicável]
Swift/BIC (para depósitos em moeda estrangeira): _____ [se
aplicável]

[INSERIR LOCAL E DATA]

[NOME DO CREDOR // NOME DO REPRESENTANTE LEGAL]





Anexo 6.2.9.2

Termo de Adesão da Opção de Credor Fornecedor Colaborador

Para:

Americanas S.A.

Aos cuidados do Grupo da Recuperação Judicial
Rua Sacadura Cabral, 102, Saúde
Rio de Janeiro, Rio de Janeiro, Brasil,
CEP: 20081-902

C/c: Administração Judicial

Via Portal do Credor – <https://portalcredor.americanas.io>

Ref.: Termo de Adesão da Opção de Credor Fornecedor Colaborador - Plano de Recuperação Judicial do Grupo Americanas

Fazemos referência ao Plano de Recuperação Judicial do Grupo Americanas aprovado em Assembleia Geral de Credores realizada em [=] e homologado pelo Juízo da Recuperação em [=] (“Plano”). Os termos iniciados em letra maiúscula não definidos neste Termo de Adesão (“Termo”) terão o significado a eles atribuído no Plano.

Em atendimento ao disposto na **Cláusula 6.2.9.2** do Plano, [inserir nome/razão social do Credor] _____, inscrito no CPF/CNPJ sob nº [inserir nº do documento] _____, com endereço na [inserir endereço do credor] _____, neste ato, [por si / por meio de seu representante legal] [inserir nome do representante legal se aplicável] _____, inscrito no sob o nº [inserir nº do documento] _____ (“Credor”), na qualidade de **Credor Fornecedor Colaborador**, declara, para os devidos fins, em especial para os efeitos do Plano, que (i) se enquadra no conceito de Credor Fornecedor Colaborador, conforme definido na **Cláusula 1.1.56** do Plano, (ii) tem conhecimento, concorda e está adimplente com seu Compromisso de Não Litigar previsto na **Cláusula 11.3** do Plano, (iii) concorda em retornar, imediatamente, o fornecimento regular para o Grupo Americanas de produtos para revenda, não financeiros, conforme aplicável, nos volumes, qualidade, sortimento, prazo de entrega e condições previamente acordados entre a Companhia e o respectivo Credor Fornecedor Colaborador; (iv) concorda em retornar, imediatamente, outras negociações acessórias, tais como verbas, Americanas Ads, bônus, de forma a permitir o reestabelecimento das margens combinadas entre a Companhia e o respectivo Credor Fornecedor Colaborador; (v) concorda em conceder,





imediatamente após o recebimento de sua parcela dos Recursos Destinados aos Credores Fornecedores Colaboradores conforme previsto na **Cláusula 6.2.9.2** do Plano, em relação ao seus respectivos Créditos Quirografários, a extensão de prazo de pagamento para o Grupo Americanas para o prazo usualmente praticado durante o ano de 2022 ou superior, de forma continuada durante o período mínimo de 12 (meses), prorrogáveis automaticamente por igual período, inclusive para pedidos realizados e ainda não pagos pela Companhia quando do recebimento pelo Credor Fornecedor Colaborador da respectiva parcela dos Recursos Destinados aos Credores Fornecedores Colaboradores; (vi) por livre e espontânea vontade, opta por receber o pagamento dos seus respectivos Créditos Quirografários de acordo com os termos e condições previstos na **Cláusula 6.2.9 e subcláusulas** do Plano, na modalidade Prioridade [indicar Prioridade I, II ou III]; e (vii) concorda que eventuais saldos remanescentes de Créditos Quirografários de sua titularidade que não tenham sido pagos nos termos da **Cláusula 6.2.9**, inclusive após a disponibilização do Valor Adicional previsto na **Cláusula 6.2.9.4**, serão pagos nos termos da **Cláusula 6.2.8**.

O Credor declara e reconhece ao Grupo Americanas e a quem possa interessar, para todos os fins de direito, que, mediante o pagamento nos termos da **Cláusula 6.2.9 e subcláusulas** do Plano, o Grupo Americanas nada mais deverá ao Credor a qualquer título ou a qualquer tempo com relação à totalidade dos seus Créditos Quirografários, servindo o comprovante da referida operação financeira como prova de quitação plena, irrevogável e irretratável em relação à totalidade dos seus Créditos Quirografários.

O Credor confirma e ratifica, nos termos da **Cláusula 6.2.9.6**, que o Grupo Americanas não estará obrigado a solicitar, nem a contratar, novos produtos ou serviços oferecidos pelo Credor Fornecedor Colaborador, podendo contratar novos produtos ou serviços estritamente de acordo com a sua necessidade operacional e as melhores ofertas de mercado.

Por fim, mediante o envio do presente Termo, o Credor expressamente manifesta sua concordância irrestrita e sem ressalvas com todas as cláusulas e condições previstas no Plano e seus Anexos. O Credor ratifica todos os efeitos do Plano e seus Anexos em relação a ele e ao seu Crédito Quirografário, de modo que a assinatura e envio deste Termo importa o aceite irrevogável e irretratável a todos os termos do Plano.

Para fins da **Cláusula 12.2** do Plano, o Credor indica os seguintes dados bancários para pagamento dos seus Créditos Quirografários nos termos da **Cláusula 6.2.9**:

Banco: _____
Código do Banco: _____
Agência: _____
Conta corrente: _____





Pix: _____

CNPJ/CPF: _____

Favorecido: _____

IBAN (para depósitos em moeda estrangeira): _____ [se aplicável]

Swift/BIC (para depósitos em moeda estrangeira): _____ [se aplicável]

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[NOME DO CREDOR // NOME DO REPRESENTANTE LEGAL]

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Anexo 6.2.9.9

**Termo de Adesão da Opção de Credor Fornecedor Colaborador para Credores
Concursais Sub-Rogados**

Para:

Americanas S.A.

Aos cuidados do Grupo da Recuperação Judicial
Rua Sacadura Cabral, 102, Saúde
Rio de Janeiro, Rio de Janeiro, Brasil,
CEP: 20081-902

C/c: Administração Judicial

Via Portal do Credor – <https://portalcredor.americanas.io>

**Ref.: Termo de Adesão para Créditos Concursais Sub-Rogados - Credor
Fornecedor Colaborador - Plano de Recuperação Judicial do Grupo Americanas**

Fazemos referência ao Plano de Recuperação Judicial do Grupo Americanas aprovado em Assembleia Geral de Credores realizada em [=] e homologado pelo Juízo da Recuperação em [=] (“Plano”). Os termos iniciados em letra maiúscula não definidos neste Termo de Adesão (“Termo”) terão o significado a eles atribuído no Plano.

Em atendimento ao disposto na **Cláusula 6.2.9.9** do Plano, [inserir nome/razão social do Credor] _____, inscrito no CPF/CNPJ sob nº [inserir nº do documento] _____, com endereço na [inserir endereço do credor] _____, neste ato, [por si / por meio de seu representante legal] [inserir nome do representante legal se aplicável] _____, inscrito no sob o nº [inserir nº do documento] _____ (“Credor Fornecedor Colaborador Sub-Rogado”), declara, para os devidos fins, em especial para os efeitos do Plano, que (i) sub-rogou-se nos direitos do Credor Fornecedor Colaborador [inserir nome/razão social do Credor] _____, inscrito no CPF/CNPJ sob nº [inserir nº do documento] _____, com endereço na [inserir endereço do credor] _____, neste ato, [por si / por meio de seu representante legal] [inserir nome do representante legal se aplicável] _____, inscrito no sob o nº [inserir nº do documento] _____ (“Credor Fornecedor Colaborador Originário”), enquadrado no conceito definido na **Cláusula 1.1.56** do Plano, (ii) o respectivo Credor Fornecedor Colaborador Originário e o Credor





Fornecedor Colaborador Sub-Rogado têm conhecimento, concordam e estão adimplentes com seu Compromisso de Não Litigar previsto na **Cláusula 11.3** do Plano, (iii) o respectivo Credor Fornecedor Colaborador Originário concorda em (a) retornar, imediatamente, o fornecimento regular para o Grupo Americanas de produtos para revenda, não financeiros, conforme aplicável, nos volumes, qualidade, sortimento, prazo de entrega e condições previamente acordados entre a Companhia e o respectivo Credor Fornecedor Colaborador; (b) retornar, imediatamente, outras negociações acessórias, tais como verbas, Americanas Ads, bônus, de forma a permitir o reestabelecimento das margens combinadas entre a Companhia e o respectivo Credor Fornecedor Colaborador; e (c) conceder, imediatamente após o recebimento de sua parcela dos Recursos Destinados aos Credores Fornecedores Colaboradores conforme previsto na **Cláusula 6.2.9.3** do Plano, em relação ao seus respectivos Créditos Quirografários, a extensão de prazo de pagamento para o Grupo Americanas para o prazo usualmente praticado durante o ano de 2022 ou superior, de forma continuada durante o período mínimo de 12 (meses), prorrogáveis automaticamente por igual período, inclusive para pedidos realizados e ainda não pagos pela Companhia quando do recebimento pelo Credor Fornecedor Colaborador da respectiva parcela dos Recursos Destinados aos Credores Fornecedores Colaboradores; (iv) por livre e espontânea vontade, opta por receber o pagamento dos seus respectivos Créditos Quirografários de acordo com os termos e condições previstos na **Cláusula 6.2.9 e subcláusulas** do Plano, na modalidade Prioridade [indicar Prioridade I, II ou III]; e (vii) concorda que eventuais saldos remanescentes de Créditos Quirografários de sua titularidade que não tenham sido pagos nos termos da **Cláusula 6.2.9**, inclusive após a disponibilização do Valor Adicional previsto na **Cláusula 6.2.9.4**, serão pagos nos termos da **Cláusula 6.2.8**.

O Credor Fornecedor Colaborador Sub-Rogado declara que, caso o Credor Fornecedor Colaborador Originário deixe de cumprir com qualquer das Condições para Pagamento previstas na **Cláusula 6.2.9.1** após o pagamento de parte ou da totalidade dos respectivos Créditos Quirografários ao Credor Fornecedor Colaborador Sub-Rogado, tal Credor Fornecedor Colaborador Sub-Rogado estará sujeita às penalidades previstas na **Cláusula 6.2.9.4**.

O Credor Fornecedor Colaborador Sub-Rogado e o Credor Fornecedor Colaborador Originário declaram e reconhecem ao Grupo Americanas e a quem possa interessar, para todos os fins de direito, que, mediante o pagamento nos termos da **Cláusula 6.2.9 e subcláusulas** do Plano, o Grupo Americanas nada mais deverá ao Credor Fornecedor Colaborador Sub-Rogado ou ao Credor Fornecedor Colaborador Originário a qualquer título ou a qualquer tempo com relação à totalidade dos seus Créditos Quirografários, servindo o comprovante da referida operação financeira





como prova de quitação plena, irrevogável e irretratável em relação à totalidade dos seus Créditos Quirografários.

O Credor Fornecedor Colaborador Sub-Rogado e o Credor Fornecedor Colaborador Originário confirmam e ratificam, nos termos da **Cláusula 6.2.9.6**, que o Grupo Americanas não estará obrigado a solicitar, nem a contratar, novos produtos ou serviços oferecidos pelo Credor Fornecedor Colaborador Originário, podendo contratar novos produtos ou serviços estritamente de acordo com a sua necessidade operacional e as melhores ofertas de mercado.

Por fim, mediante o envio do presente Termo, o Credor Fornecedor Colaborador Sub-Rogado e o Credor Fornecedor Colaborador expressamente manifestam sua concordância irrestrita e sem ressalvas com todas as cláusulas e condições previstas no Plano e seus Anexos. O Credor Fornecedor Colaborador Sub-Rogado e o Credor Fornecedor Colaborador ratificam todos os efeitos do Plano e seus Anexos em relação a eles e ao seus Créditos Quirografários, de modo que a assinatura e envio deste Termo importa o aceite irrevogável e irretratável a todos os termos do Plano.

Para fins da **Cláusula 12.2** do Plano, o Credor Fornecedor Colaborador Sub-Rogado indica os seguintes dados bancários para pagamento dos seus Créditos Quirografários nos termos da **Cláusula 6.2.9.9**:

Banco: _____
Código do Banco: _____
Agência: _____
Conta corrente: _____
Pix: _____
CNPJ/CPF: _____
Favorecido: _____
IBAN (para depósitos em moeda estrangeira): _____ [se aplicável]
Swift/BIC (para depósitos em moeda estrangeira): _____ [se aplicável]

[INSERIR LOCAL E DATA]

[NOME DO CREDOR FORNECEDOR COLABORADOR ORIGINÁRIO // NOME DO REPRESENTANTE LEGAL]





[NOME DO CREDOR FORNECEDOR COLABORADOR SUB-ROGADO // NOME
DO REPRESENTANTE LEGAL]

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Anexo 6.2.10.1

Termo de Adesão da Opção de Credores Fornecedores de Tecnologia

Para:

Americanas S.A.

Aos cuidados do Grupo da Recuperação Judicial
Rua Sacadura Cabral, 102, Saúde
Rio de Janeiro, Rio de Janeiro, Brasil,
CEP: 20081-902

C/c: Administração Judicial

Via Portal do Credor – <https://portalcredor.americanas.io>

Ref.: Termo de Adesão da Opção de Credores Fornecedores de Tecnologia - Plano de Recuperação Judicial do Grupo Americanas

Fazemos referência ao Plano de Recuperação Judicial do Grupo Americanas aprovado em Assembleia Geral de Credores realizada em [=] e homologado pelo Juízo da Recuperação em [=] (“Plano”). Os termos iniciados em letra maiúscula não definidos neste Termo de Adesão (“Termo”) terão o significado a eles atribuído no Plano.

Em atendimento ao disposto na **Cláusula 6.2.10.1** do Plano, [inserir nome/razão social do Credor] _____, inscrito no CPF/CNPJ sob nº [inserir nº do documento] _____, com endereço na [inserir endereço do credor] _____, neste ato, [por si / por meio de seu representante legal] [inserir nome do representante legal se aplicável] _____, inscrito no sob o nº [inserir nº do documento] _____ (“Credor”), na qualidade de **Credor Fornecedor de Tecnologia**, declara, para os devidos fins, em especial para os efeitos do Plano, que (i) se enquadra no conceito de Credor Fornecedor de Tecnologia, nos termos da **Cláusula 1.1.57** do Plano, (ii) tem conhecimento, concorda e está adimplente com seu Compromisso de Não Litigar previsto na **Cláusula 11.3** do Plano, (iii) concorda em conceder, imediatamente após o recebimento de sua parcela dos Recursos Destinados aos Credores Fornecedores de Tecnologia, a extensão de prazo de pagamento para o Grupo Americanas para o prazo usualmente praticado durante o ano de 2022 ou superior, de forma continuada durante o período mínimo de 12 (doze) meses prorrogáveis automaticamente por igual período, cuja concessão da extensão de prazo de pagamento poderá ser excetuada caso o respectivo Credor Fornecedor de Tecnologia comprove o incremento da exposição do risco de crédito em mais de 100% da média dos valores





mensais desprendidos pela Americanas no ano de 2023; (iv) por livre e espontânea vontade, opta por receber o pagamento dos seus respectivos Créditos Quirografários de acordo com os termos e condições previstos na **Cláusula 6.2.10 e subcláusulas** do Plano; e (v) concorda que eventuais saldos remanescentes do Crédito Quirografário de sua titularidade que não tenham sido pagos com os Recursos Destinados aos Credores Fornecedores de Tecnologia após o pagamento previsto na **Cláusula 6.2.10**, serão pagos nos termos da **Cláusula 6.2.8**.

O Credor confirma e ratifica, nos termos da **Cláusula 6.2.10.4**, que o Grupo Americanas não estará obrigado a solicitar, nem a contratar, novos produtos ou serviços oferecidos pelo Credor Fornecedor de Tecnologia, podendo contratar novos produtos ou serviços estritamente de acordo com a sua necessidade operacional e as melhores ofertas de mercado.

O Credor declara e reconhece ao Grupo Americanas e a quem possa interessar, para todos os fins de direito, que, mediante o pagamento nos termos da **Cláusula 6.2.10** do Plano, o Grupo Americanas nada mais deverá ao Credor a qualquer título ou a qualquer tempo com relação à totalidade dos seus Créditos Quirografários, servindo o comprovante da referida operação financeira como prova de quitação plena, irrevogável e irretratável, em relação à totalidade dos seus Créditos Quirografários.

Por fim, mediante o envio do presente Termo, o Credor expressamente manifesta sua concordância irrestrita e sem ressalvas com todas as cláusulas e condições previstas no Plano e seus Anexos. O Credor ratifica todos os efeitos do Plano e seus Anexos em relação a ele e ao seu Crédito Quirografário, de modo que a assinatura e envio deste Termo importa o aceite irrevogável e irretratável a todos os termos do Plano.

Para fins da **Cláusula 12.2** do Plano, o Credor indica os seguintes dados bancários para pagamento dos seus Créditos Quirografários nos termos da **Cláusula 6.2.10**:

Banco: _____
Código do Banco: _____
Agência: _____
Conta corrente: _____
Pix: _____
CNPJ/CPF: _____
Favorecido: _____
IBAN (para depósitos em moeda estrangeira): _____ [se aplicável]
Swift/BIC (para depósitos em moeda estrangeira): _____ [se aplicável]





[INSERIR LOCAL E DATA]

[NOME DO CREDOR // NOME DO REPRESENTANTE LEGAL]





Anexo 7.2.1(i)

UPI HNT

Será transferida para a UPI HNT a operação do Hortifruti Natural da Terra (HNT), que é um varejo físico e digital de alimentos, com foco especial em frutas, legumes e verduras (FLV) e frescos. A operação da HNT é composta, na data deste Plano, pelo respectivo estabelecimento comercial, fundo de comércio e por 75 lojas em 4 estados (Rio de Janeiro, São Paulo, Minas Gerais e Espírito Santo), uma operação de *e-commerce*, além de 3 Centros de Distribuição, marcas e outros ativos (incluindo intangíveis) e conta com programa de fidelidade com a participação de uma base de mais de 2 milhões de clientes registrados ("Ativos UPI HNT").

Os Ativos UPI HNT serão aportados pela Americanas e/ou outras subsidiárias em aumento de capital na SPE HNT até a conclusão da alienação da UPI HNT.





Anexo 7.2.1(ii)

UPI Uni.Co

A UPI Uni.Co será composta pela totalidade das ações de emissão da Uni.Co S.A. ("Uni.Co") de titularidade da Americanas no momento da alienação da UPI. Na Data de Apresentação do Plano, a Americanas detém 70% do capital social total e votante da Uni.Co.

A Uni.Co é uma plataforma que atua no varejo especializado de franquias, sendo detentora das marcas Imaginarium, Puket, Casa MinD e Lovebrands. A Uni.Co possui uma rede de franqueados com mais de 360 lojas de propriedade de terceiros e conta com uma plataforma tecnológica desenvolvida para operar seus canais digitais - incluindo os websites exclusivos das marcas e toda a estrutura omnichannel com tecnologia e processos personalizados para a integração das franquias com os canais digitais. Existe também uma estrutura específica e tecnologias desenvolvidas para atender aos canais multimarcas, que alcançam uma abrangência de mais de 2.000 clientes ativos.

Para manutenção das atividades da Uni.Co, a Americanas poderá realizar aportes e/ou operações de mútuo, para manutenção das operações ordinárias da sociedade, conforme previsto no Plano de Recuperação Judicial.

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The verification code at <https://oab.portaldeassinaturas.com.br:443/is/37F7-F153-4D5B-7DA7>.





Anexo 7.2.1(iii)

UPI AME

A UPI AME será composta pela totalidade das quotas representativas de 100% do capital social total e votante da AME Digital Brasil Instituição de Pagamento Ltda. ("AME"). A AME é detida pela Americanas de forma indireta via veículos com propósito específico. A Americanas adotará as medidas necessárias para a criação da UPI AME e para viabilizar a sua alienação, inclusive mediante a realização de reorganizações societárias para adequar a estrutura da AME para este fim, o que poderá ou não incluir outras sociedades coligadas, sob controle comum e/ou subsidiárias.

A AME é uma instituição de pagamento autorizada a operar pelo Banco Central como emissora de moeda eletrônica pré-paga e credenciadora, responsável por serviços de *wallet*, meio de pagamento e o programa de *loyalty* com a concessão de *cashback*. Com mais de 40 milhões de *downloads* de seu aplicativo, AME tem em sua base aproximadamente 13 milhões de clientes com biometria cadastrada para utilização como meio de pagamento. Os ativos da AME compreendem a infraestrutura tecnológica necessária para a condução das suas operações.

Para manutenção das operações ordinárias da AME, a Americanas realizará aportes anuais e/ou operações de mútuo, podendo ainda realizar um aporte extraordinário no caso de dissolução e liquidação da AME, conforme previsto no Plano de Recuperação Judicial e no **Anexo 7.4.1**.





Anexo 7.2.1(iv)

UPI Digital

A UPI Digital será composta pela operação do varejo digital do Grupo Americanas, a qual inclui a plataforma de venda comissionada de produtos e serviços de terceiros (marketplace), bem como os ativos necessários para a prestação deste serviço, podendo também incluir a operação de revenda digital (1P), ativos logísticos, plataformas e outros ativos de tecnologia (e.g. *apps*), base de clientes, acesso a rede de lojas físicas com integração para viabilizar a operação de O2O (*online to offline*) e/ou marcas vinculados ao varejo digital ("Ativos UPI Digital").

Os Ativos UPI Digital poderão ser aportados pela Americanas e outras subsidiárias em aumento de capital na SPE Digital até a conclusão da alienação da UPI Digital.





Anexo 7.4.1

Aumentos de Capital em Subsidiárias

1. **AME.** O Grupo Americanas poderá aprovar, subscrever e integralizar aumentos de capital na AME limitados ao montante de R\$ 120.000.000,00 (cento e vinte milhões de Reais), para o ano de 2024. O Grupo Americanas deverá deliberar até 31 de dezembro de 2024 pela continuidade ou dissolução e liquidação de AME. Na hipótese de continuidade das atividades de AME, o Grupo Americanas poderá realizar um aporte adicional em AME no montante total de até (i) R\$ 80.000.000,00 (oitenta milhões de Reais), para o ano de 2025; e (ii) R\$ 40.000.000,00 (quarenta milhões de Reais), para o ano de 2026. Na hipótese de dissolução e liquidação da AME, o Grupo Americanas poderá realizar um aporte adicional na AME no montante total de R\$ 130.000.000,00 (cento e trinta milhões de Reais) para tais finalidades. Para fins de clareza, as hipóteses de continuidade e dissolução são mutuamente excludentes, de forma que o Grupo Americanas somente poderá utilizar os recursos até o limite estabelecido na hipótese aplicável, de forma não cumulativa.
2. **VEM.** O Grupo Americanas poderá realizar aprovar, subscrever e integralizar um aumento de capital na VEM no valor total de R\$ 15.000.000,00 (quinze milhões) para fins de pagamentos de multas, rescisão de funcionários e reforma de lojas pela VEM.
3. **Click Rodo.** O Grupo Americanas poderá realizar, aprovar, subscrever e integralizar aumentos de capital na Click Rodo, mediante a capitalização de créditos já existentes na data deste Plano, detidos contra a referida subsidiária, no valor total de R\$ 179.000.000,00 (cento e setenta e nove milhões, e seiscentos mil Reais), a título de regularização de adiantamentos comerciais realizados pelo Grupo Americanas.





Anexo 8.2.1

Composição Conselho de Administração Inicial

1. Eduardo Saggioro Garcia
2. Luiz Fernando Edmond
3. Cláudio Moniz Barreto Garcia
4. Yuiti Matsuo Lopes
5. Paula Cardoso Florez Chaves
6. Maria Rita Coutinho
7. Vanessa Claro Lopes

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The verification code at <https://oab.portaldeassinaturas.com.br:443> is 37F7-F153-4D5B-7DA7.





Anexo 11.10

Relatórios de Monitoramento

Conforme disposto na **Cláusula 11.10**, as Recuperandas deverão apresentar e disponibilizar trimestralmente, em até 5 (cinco) Dias Úteis da divulgação dos seus Resultados Trimestrais e em local específico em seu sítio eletrônico no campo de relação com investidores, a partir da Aprovação do Plano e até a quitação das Debêntures Americanas, um relatório específico destinado aos seus Credores Concursais com dados públicos e que não compreenda fatos e aspectos relevantes ainda não divulgados ao mercado, contendo informações relevantes ao acompanhamento do cumprimento do Plano e seus anexos ("Relatório de Monitoramento").

O Relatório de Monitoramento deverá compreender todos os demonstrativos da situação atual do Plano e dos indicadores econômicos e financeiros da Companhia no período coberto pelo Relatório de Monitoramento, e deverá apontar, dentre outras informações públicas e que não sejam fatos e aspectos relevantes ainda não divulgados ao mercado:

- (i) o somatório, de forma consolidada, de todas as dívidas financeiras consolidadas da Companhia junto a pessoas físicas e/ou jurídicas, incluindo empréstimos e financiamentos com terceiros, operações bancárias e mercantis com terceiros, emissão de títulos de renda fixa, conversíveis ou não em ações, no mercado de capitais local e/ou internacional, os valores referentes às ações resgatáveis da Companhia, caso emitidas, o diferencial a pagar por operações com derivativos e os passivos referentes de arrendamento e contas a receber de cartão de crédito;
- (ii) a contratação de qualquer nova operação de financiamento adicional, na forma da **Cláusula 7.5**;
- (iii) o somatório das disponibilidades (caixa e aplicações financeiras), do Contas a Receber da Companhia e de Fundo(s) de Investimento em Direitos Creditórios - FIDC (quando consolidados), bem como detalhamento dos recebíveis existentes no período respectivo, com a necessária discriminação de suas naturezas (cartões, e.g.), e o diferencial a receber por operações com derivativos;
- (iv) o somatório (a) do lucro operacional consolidado da Companhia antes de deduzidos os impostos, tributos, contribuições, participações e despesas financeiras líquidas (deduzidas das receitas financeiras); (b) da depreciação e amortizações





consolidadas da Companhia; (c) das outras receitas (despesas) operacionais consolidadas; e (d) da equivalência patrimonial;

(v) a evolução da dívida concursal, considerando a posição mais atual da Relação de Credores e inclusive as atualizações decorrentes do resultado do Leilão Reverso, da Recompra de Créditos Quirografários, do Aumento de Capital Reestruturação, da emissão das Debêntures Americanas, do pagamento dos Credores Fornecedores e da inclusão de eventuais Créditos Ilíquidos, assim como qualquer outra causa de retificação da Relação de Credores, subdividida de acordo com as classes do Plano e com as opções exercidas pelos Credores Concursais existentes;

(vi) o somatório dos pagamentos e amortizações de Créditos Concursais por classe, realizados no período, segregados por opção de pagamento no caso dos Créditos Quirografários – Classe III;

(vii) a posição mais atual dos Créditos Extraconcursais, inclusive aqueles de natureza tributária e os constituídos após o ajuizamento da Recuperação Judicial;

(viii) a memória de cálculo discriminada de qualquer Valor Cash Sweep que tenha sido apurado no período, incluindo eventual (a) importâncias pagas pelos respectivos acionistas da Americanas em razão do exercício do direito de preferência por ocasião do Aumento de Capital Reestruturação, (b) Excedente Recursos Recompra, (c) saldo dos Recursos Destinados à Recompra, e (d) Receita Líquida de Eventos de Liquidez.

(ix) a ocorrência de alienação ou oneração de Ativos Relevantes, inclusive UPIs, com a necessária discriminação da respectiva receita auferida ou vinculada à operação, inclusive conforme necessário para apurar, de forma discriminada e detalhada, todos os componentes que embasam o cálculo da Receita Líquida de Eventos de Liquidez;

(x) a ocorrência de quaisquer eventos de Reorganização Societária ocorridos durante o período, bem como de transações entre Recuperandas e Partes Relacionadas (conforme definido na legislação societária aplicável);

(xi) a posição agregada mais atual de Fianças Bancárias e Seguros Garantia, incluindo aqueles prestados e sacados;

(xii) a posição mais atual das operações de descontos de recebíveis realizadas no período e respectivos custos operacionais e financeiros;





(xiii) o saldo das principais contas de capital de giro (estoque, fornecedores e contas a receber);

(xiv) informações sobre (i) posição de estoque e (ii) vendas por canais físico e digital; e

(xv) indicação das despesas financeiras incorridas no período.



PROTOCOLO DE ASSINATURA(S)

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502B1524D079D15E82FB16F51FEBF56C1E09948C45C819080B4C5FF454140109

O(s) nome(s) indicado(s) para assinatura, bem como seu(s) status em 15/01/2024 é(são) :

- ☒ Sandra Regina Mattos Rudzit (Signatário) - 082.060.018-08 em
15/01/2024 18:01 UTC-03:00

Tipo: Certificado Digital

APPENDIX B – BID FORM

[Attached]

BID FORM



AMERICANAS S.A.

Offer to Purchase for Cash up to the Maximum Amount of the outstanding:

4.750% Senior Notes due 2030 issued by JSM Global S.à r.l.

(CUSIP/ISIN: 46592B AA0 / US46592BAA08 (Rule 144A); L5788A AA9 / USL5788AAA99 (Reg S))

(CUSIP/ISIN: 46592B AB8 / US46592BAB80 (Rule 144A); L5788A AB7 / USL5788AAB72 (Reg S))

(CUSIP/ISIN: 46592B AC6 / US46592BAC63 (Rule 144A); L5788A AC5 / USL5788AAC55 (Reg S))

and

4.375% Senior Notes due 2030 issued by B2W Digital Lux S.à r.l.

(CUSIP/ISIN: 05609A AA9 / US05609AAA97 (Rule 144A); L0527Q AA1 / USL0527QAA15 (Reg S))

(CUSIP/ISIN: 05609A AB7 / US05609AAB70 (Rule 144A); L0527Q AB9 / USL0527QAB97 (Reg S))

(CUSIP/ISIN: 05609A AC5 / US05609AAC53 (Rule 144A); L0527Q AC7 / USL0527QAC70 (Reg S))

THE TENDER OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON APRIL 26, 2024 UNLESS EXTENDED BY US IN OUR SOLE DISCRETION (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED BY US, THE “EXPIRATION TIME”). IN ORDER TO PARTICIPATE IN THE TENDER OFFER, EACH HOLDER MUST BOTH (1) VALIDLY (OR HAVE ITS BROKER, DEALER, CUSTODIAN BANK OR OTHER NOMINEE, AS APPLICABLE) TENDER (AND NOT VALIDLY WITHDRAW) SUCH NOTES AT OR PRIOR TO THE EXPIRATION TIME AND (2) VALIDLY DELIVER TO D.F. KING & CO., INC., AS TENDER AGENT (THE “TENDER AGENT”), THIS PROPERLY COMPLETED ELECTION FORM AT OR PRIOR TO THE EXPIRATION TIME. TERMS USED IN THIS PARAGRAPH WITHOUT DEFINITION HAVE THE MEANINGS SET FORTH IN THE OFFER TO PURCHASE (AS DEFINED BELOW).

The Tender Agent for the Tender Offer is

D.F. King & Co., Inc.
48 Wall St., 22nd Floor
New York, New York 10005
Banks and Brokers Call Collect: +1 (212) 269-5550
All Others, Call Toll Free: +1 (800) 848-3410

By Regular, Registered or Certified Mail, Hand or Overnight Delivery:

D.F. King & Co., Inc.
48 Wall St., 22nd Floor
New York, New York 10005
Banks and Brokers Call Collect: +1 (212) 269-5550
All Others, Call Toll Free: +1 (800) 848-3410
Attention: Michael Horthman

Or by Email Transmission:

americanas@dfking.com

April 1, 2024

Tender Offer; Tender Consideration

Americanas S.A. – Em Recuperação Judicial (“*Americanas*,” the “*Company*,” “*we*” or “*us*”), a corporation (*sociedade anônima de capital aberto*) organized under the laws of the Federative Republic of Brazil (“*Brazil*”), is hereby making an offer (the “*Tender Offer*”) to holders (each, a “*Holder*” and collectively, the “*Holders*”) of the outstanding:

- 4.750% Senior Notes due 2030 issued by JSM Global S.à r.l. (the “*JSM Global*”) (*CUSIP: 46592B AA0 (Rule 144A); L5788A AA9 (Reg S)*) (the “*JSM Original Notes*”);
- 4.750% Senior Notes due 2030 issued by JSM Global (*CUSIP: 46592B AB8 (Rule 144A); L5788A AB7 (Reg S)*) (the “*JSM Option 1 Notes*”);
- 4.750% Senior Notes due 2030 issued by JSM Global (*CUSIP: 46592B AC6 (Rule 144A); L5788A AC5 (Reg S)*) (the “*JSM Option 2 Notes*”);
- 4.375% Senior Notes due 2030 issued by B2W Digital Lux S.à r.l. (the “*B2W Digital*”) (*CUSIP: 05609A AA9 (Rule 144A); L0527Q AA1 (Reg S)*) (the “*B2W Original Notes*”);
- 4.375% Senior Notes due 2030 issued by B2W Digital (*CUSIP: 05609A AB7 (Rule 144A); L0527Q AB9 (Reg S)*) (the “*B2W Option 1 Notes*”); and
- 4.375% Senior Notes due 2030 issued by B2W Digital (*CUSIP: 05609A AC5 (Rule 144A); L0527Q AC7 (Reg S)*) (the “*B2W Option 2 Notes*”).

(being the JSM Original Notes, JSM Option 1 Notes, JSM Option 2 Notes, B2W Original Notes, B2W Option 1 Notes and B2W Option 2 Notes, collectively, the “*Notes*”) to purchase, for cash, up to an aggregate principal amount of Notes that will not result in the Aggregate Purchase Price (as defined below) validly tendered (and not validly withdrawn) and accepted for purchase in the Global Auction (as defined below) exceeding the Maximum Amount (as defined below).

The Tender Consideration for each U.S.\$1,000 principal amount of a Holder’s Notes that are validly tendered (and not validly withdrawn) and accepted for purchase will be equal to such Holder’s Accepted Bid Price (as defined below), as determined pursuant to a “reverse Bid Tender” procedure described herein. The Tender Consideration will be payable in cash in U.S. dollars on the RJ Closing Date (as defined below). Subject to the terms of the RJ Plan, the Maximum Amount and the satisfaction or waiver of the conditions to the Tender Offer, we will purchase the Notes that have been validly tendered in the Tender Offer at or prior to the Expiration Time and that we choose to accept for purchase after May 26, 2024 but no later than July 26, 2024 (the settlement date of such purchase being referred to as the “*Settlement Date*”).

Notes	Title of Securities	CUSIP/ISIN (Rule 144A; Reg S)	Outstanding Principal Amount	Tender Consideration (Accepted Bid Price Range) ⁽²⁾⁽³⁾
JSM Original Notes	4.750% Senior Notes due 2030	46592BAA0 / US46592BAA08; L5788AAA9 / USL5788AAA99	U.S.\$38.88 million ⁽¹⁾	U.S.\$0.01 to U.S.\$300.00
JSM Option 1 Notes	4.750% Senior Notes due 2030	46592BAB8 / US46592BAB80; L5788AAB7 / USL5788AAB72	U.S.\$16.23 million	U.S.\$0.01 to U.S.\$300.00
JSM Option 2 Notes	4.750% Senior Notes due 2030	46592BAC6 / US46592BAC63; L5788AAC5 / USL5788AAC55	U.S.\$342.77 million	U.S.\$0.01 to U.S.\$300.00
B2W Original Notes	4.375% Senior Notes due 2030	05609AAA9 / US05609AAA97; L0527QAA1 / USL0527QAA15	U.S.\$38.75 million ⁽¹⁾	U.S.\$0.01 to U.S.\$300.00
B2W Option 1 Notes	4.375% Senior Notes due 2030	05609AAB7 / US05609AAB70; L0527QAB9 / USL0527QAB97	U.S.\$20.47 million	U.S.\$0.01 to U.S.\$300.00
B2W Option 2 Notes	4.375% Senior Notes due 2030	05609AAC5 / US05609AAC53; L0527QAC7 / USL0527QAC70	U.S.\$289.79 million	U.S.\$0.01 to U.S.\$300.00

(1) Excludes U.S.\$253.1 million aggregate principal amount of notes held in uncertificated form by certain Holders that executed the RSA (as defined below) and have elected Option 2, who shall also be separately entitled to participate in the Global Auction.

(2) Consideration in the form of cash per U.S.\$1,000 principal amount of Notes that are validly tendered (and not validly withdrawn) at or prior to the Expiration Time.

(3) Excludes Accrued Interest (as defined below), if any, which will be paid in addition to the applicable Tender Consideration in amount equal to the Accrued Interest times (i) such Holder’s Accepted Bid Price divided by (ii) U.S.\$1,000.

Global Auction

Pursuant to the RJ Plan, concurrently with the Tender Offer, the Company is conducting a separate offer (the “*Brazilian Auction*” and together with the Tender Offer, the “*Global Auction*”) that is being made available to certain other creditors of the Company and its subsidiaries (the “*Auction Creditors*”). The aggregate consideration, including applicable Accrued Interest, to be paid (such aggregate consideration, the “*Aggregate Purchase Price*”), in connection with the Global Auction is subject to a maximum amount equal of R\$2.0 billion (such amount, as may be adjusted pursuant to the RJ Plan, the “*Maximum Amount*”), which, with respect to Holders, shall be calculated taking into consideration the U.S. Dollar Equivalent Amount (as defined below). The “*U.S. Dollar Equivalent Amount*” means, (x) with respect to any pre-petition unsecured claims denominated in Brazilian reais, the amount of such pre-petition unsecured claims multiplied by the closing rate for Brazilian reais over the sale closing rate of the U.S. Dollar (PTAX), in each case, published by the Brazilian Central Bank on its website on the last business day (as such term is defined in the RJ Plan) preceding the Expiration Time, (y) with respect to any pre-petition unsecured claims denominated in U.S. Dollars, the principal amount of such pre-petition unsecured claims.

Bid Price, Minimum Price/Maximum Price and Accepted Bid Price Range

The Tender Offer is being conducted, and purchase price for Notes will be determined, pursuant to a “reverse Bid Tender” procedure described herein until the applicable Expiration Time. If you elect to participate in the Tender Offer prior to the Expiration Time, you must specify the minimum purchase price (your “*Bid Price*”) that you would be willing to receive as the consideration in exchange for each U.S.\$1,000 in principal amount of Notes you choose to tender in the Tender Offer (the “*Tender Consideration*”) and such election and Bid Price must be submitted at or prior to the applicable Expiration Time. To the extent you participate in the Tender Offer at or prior to the applicable Expiration Time, the Bid Price that you specify for each U.S.\$1,000 in principal amount of Notes must be at least U.S.\$0.01 (the “*Minimum Price*”) but not greater than U.S.\$300.00 (the “*Maximum Price*”) (such range, the “*Accepted Bid Price Range*”). All Bid Prices must be submitted in increments of U.S.\$0.01. All Holders that tender Notes in the Tender Offer prior to the Expiration Time must specify a Bid Price. The tender of Notes prior to the Expiration Time by any Holder who fails to specify a Bid Price will be disregarded. In addition, tenders of Notes outside of the Accepted Bid Price Range will not be accepted. As a result, the Bid Price you specify must be within the Accepted Bid Price Range.

Whether and to what extent your tendered Notes are accepted for purchase in the Tender Offer will depend upon how the Bid Price specified by you compares to Bid Prices specified by other tendering Holders in the Tender Offer and other tendering Auction Creditors in the Brazilian Auction. Specifically, on or prior to May 26, 2024, the RJ Court will compare all of the Bid Prices received at or prior to the Expiration Time and set the order of priority of Notes to be accepted for purchase based on the lowest Bid Price to the highest Bid Price, in each case, subject to the Accepted Bid Price Range and the Maximum Amount.

Change of Bid Price, Withdrawal/Revocation and Expiration Time

A Holder cannot change its Bid Price with respect to Notes already tendered, but a Holder may validly withdraw previously tendered Notes and validly re-tender them with a new Bid Price at or prior to the Expiration Time. However, after the Expiration Time, a Holder’s tendered Notes may not be withdrawn and such Holder’s Bid Price may not be changed after that time. Tenders of Notes pursuant to the Tender Offer may be validly withdrawn at any time prior to the Expiration Time by following the procedures described herein under the caption “Procedures for Tendering Notes—Withdrawal of Tenders.”

In the event of a termination of the Tender Offer, Notes tendered pursuant to the Tender Offer will be promptly returned to the tendering Holders.

DELIVERY OF THIS BID FORM THROUGH MEANS OTHER THAN VIA E-MAIL TO THE TENDER AGENT DOES NOT CONSTITUTE VALID DELIVERY. THE INSTRUCTIONS CONTAINED HEREIN SHOULD BE READ CAREFULLY BEFORE THIS BID FORM IS COMPLETED.

To validly exercise the right to participate in the Tender Offer, a Holder must:

- elect to exercise its right to participate in the Tender Offer pursuant to The Depository Trust Company’s (“*DTC*”) Automated Tender Offer Program (“*ATOP*”) at or prior to the Expiration Time. **A failure to submit a bid at or prior to the Expiration Time will result in the exercise of such right in the Tender Offer (the “*Bid Right*”) being rejected without notice; and**

- validly deliver to the D.F. King & Co., Inc. (“*D.F. King*”), as tender agent (the “*Tender Agent*”) via e-mail at americanas@dfking.com this properly completed Bid Form at or prior to the Expiration Time. The Bid Form may be accessed at www.dfking.com/americanas.

To properly demonstrate compliance with the exercise requirement, each Holder will be required to include on its completed Bid Form a Voluntary Offering Instruction number (a “*Tender Offer VOI Number*”) corresponding to the election of such Holder’s Notes to participate in the Tender Offer. **In addition, each Holder of JSM Option 1 Notes, JSM Option 2 Notes, B2W Option 1 Notes or B2W Option 2 Notes (collectively, the “*Option Election Notes*”), such Holder will also be required to include on its completed Bid Form a Voluntary Offering Instruction number (the “*Exchange Offer VOI Number*” and, the Tender Offer VOI Number, a “*VOI Number*”) corresponding to the election of such Holder’s Notes in the Company’s prior exchange offer pursuant to which such Holder to received its Option Election Notes.** In order to obtain a VOI Number, Holders that hold Notes through a broker, dealer, commercial bank, trust company or other nominee (a “*Nominee*”) should consult with such Nominee. To ensure you are able to obtain your VOI Number as issued to your Nominee by DTC, among other things, you should arrange for your Nominee, if any, to submit an election relating to your Notes by the Expiration Time, as well as instruct your Nominee, if any, to submit an election relating to your Notes separately from the Notes being submitted by any other investor for whom such institution is acting as a Nominee.

The instructions included with this Bid Form must be followed to exercise your Bid Right. Questions and requests for assistance or for additional copies of the Offer to Purchase and this Bid Form may be directed to the Tender Agent.

The Offer to Purchase is not being made to, and submissions of Bid Forms will not be accepted from or on behalf of, holders in any jurisdiction in which the making or the acceptance of the Tender Offer would not be in compliance with the laws of such jurisdiction.

INSTRUCTIONS

To elect to participate in the Tender Offer, you must follow the instructions set out below:

1. **Insert** the CUSIP and principal amount of the Notes that you hold and your DTC Participant Number and VOI Number(s) in Section A of your Bid Form (if you do not know these, please contact your Nominee immediately).
2. **Fill in** the identification information details in Section B of your Bid Form.
3. **Insert** your VOI Numbers(s) and your bid price in Section C of your Bid Form.
4. **Read and complete** the certification in your Bid Form under the heading “ACKNOWLEDGMENT OF REPRESENTATIONS AND WARRANTIES; CERTAIN COVENANTS.”
5. **Read, complete and sign** the certification in of your Bid Form under the heading “OFFERING PARTICIPANTS SIGN HERE.” Such execution shall indicate your acceptance and approval of the terms and conditions set forth in these offering procedures.
6. **Return** your signed Bid Form to the Tender Agent on or prior to the Expiration Time.

A. DETAILS REGARDING HOLDER OF NOTES

The undersigned beneficially owns the following Notes to which this Bid Form relates.

CUSIP	Principal Amount	DTC Participant Number	VOI Number for Tender Offer	VOI Number for Exchange Offer ⁽¹⁾

- (1) **Please insert the VOI Number you obtained in connection with the prior exchange offer. Only applicable to the Option Election Notes** (CUSIP/ISIN: 46592B AB8 / US46592BAB80 (Rule 144A); L5788A AB7 / USL5788AAB72 (Reg S)); (CUSIP/ISIN: 46592B AC6 / US46592BAC63 (Rule 144A); L5788A AC5 / USL5788AAC55 (Reg S)); (CUSIP/ISIN: 05609A AB7 / US05609AAB70 (Rule 144A); L0527Q AB9 / USL0527QAB97 (Reg S)); and (CUSIP/ISIN: 05609A AC5 / US05609AAC53 (Rule 144A); L0527Q AC7 / USL0527QAC70 (Reg S))

B. DETAILS REGARDING BENEFICIAL OWNERSHIP OF THE NOTES

Please identify the person who is exercising a Bid Right.

Full name of beneficial owner (No more than 38 characters): _____ Second line if necessary (No more than 38 characters): _____ Tax identification or social security number (if applicable): _____ Account number with custodian (or intermediary): _____ Authorized employee (if beneficial owner is not a natural person): Name: _____ Department: _____ Title: _____ Telephone number of beneficial owner or authorized employee: _____ Facsimile number of beneficial owner or authorized employee: _____ E-mail address of beneficial owner or authorized employee: _____ Address of beneficial owner: Address 1 (No more than 38 characters): _____ Address 2 (No more than 38 characters): _____ City: _____ State or province: _____ Postal code: _____ Country: _____

C. YOUR BID PRICE

The undersigned Holder hereby makes the following Election with respect to the aggregate principal amount of Notes held by it and indicated below.

TO THE EXTENT YOU PARTICIPATE IN THE TENDER OFFER AT OR PRIOR TO THE APPLICABLE EXPIRATION TIME, THE BID PRICE THAT YOU SPECIFY FOR EACH U.S.\$1,000 IN PRINCIPAL AMOUNT OF NOTES MUST BE AT LEAST U.S.\$0.01 BUT NOT GREATER THAN U.S.\$300.00 (THE “ACCEPTED BID PRICE RANGE”). ALL HOLDERS THAT TENDER NOTES IN THE TENDER OFFER PRIOR TO THE EXPIRATION TIME MUST SPECIFY A BID PRICE. THE TENDER OF NOTES PRIOR TO THE EXPIRATION TIME BY ANY HOLDER WHO FAILS TO SPECIFY A BID PRICE WILL BE DISREGARDED. IN ADDITION, TENDERS OF NOTES OUTSIDE OF THE ACCEPTED BID PRICE RANGE WILL NOT BE ACCEPTED. AS A RESULT, THE BID PRICE YOU SPECIFY MUST BE WITHIN THE AFOREMENTIONED ACCEPTED BID PRICE RANGE.

Notes may be tendered only in principal amounts equal to minimum denominations of U.S.\$200,000 and integral multiples of U.S.\$1,000 in excess thereof. Holders who do not tender all of their Notes for cash or exchange must ensure that they retain a principal amount of the Notes amounting to at least the minimum denomination. If proration causes the Company to return less than the minimum denomination to any Holder, then the Company will, at its option, either accept all or reject all of the tendered amount of such Holder’s tendered Notes such that it holds either no Notes or at least the minimum denomination of Notes following the consummation of the Tender Offer.

In addition, to avoid purchases of Notes in principal amounts other than integral multiples of U.S.\$1,000, if necessary, the Company will make appropriate adjustments to the nearest U.S.\$1,000 principal amount with respect to each Holder who is subject to proration.

a. Bid Price:

- i. Aggregate principal amount of **JSM Original Notes** (CUSIP/ISIN: 46592B AA0 / US46592BAA08 (Rule 144A); L5788A AA9 / USL5788AAA99 (Reg S)):

\$ _____ ; Bid Price: _____ Tender VOI #: _____

- ii. Aggregate principal amount of **JSM Option 1 Notes** (CUSIP/ISIN: 46592BAB8 / US46592BAB80 (Rule 144A); L5788AAB7 / USL5788AAB72 (Reg S)):

\$ _____ ; Bid Price: _____

Tender VOI #: _____ Exchange VOI #: _____

- iii. Aggregate principal amount of **JSM Option 2 Notes** (CUSIP/ISIN: 46592BAC6 / US46592BAC63 (Rule 144A); L5788AAC5 / USL5788AAC55 (Reg S)):

\$ _____ ; Bid Price: _____

Tender VOI #: _____ Exchange VOI #: _____

- iv. Aggregate principal amount of **B2W Original Notes** (CUSIP/ISIN: 05609A AA9 / US05609AAA97 (Rule 144A); L0527Q AA1 / USL0527QAA15 (Reg S)):

\$ _____ ; Bid Price: _____ Tender VOI #: _____

- v. Aggregate principal amount of **B2W Option 1 Notes** (CUSIP/ISIN: 05609AAB7 / US05609AAB70 (Rule 144A); L0527QAB9 / USL0527QAB97 (Reg S)):

\$ _____ ; Bid Price: _____

Tender VOI #: _____ Exchange VOI #: _____

vi. Aggregate principal amount of **B2W Option 2 Notes** (*CUSIP/ISIN: 05609AAC5 / US05609AAC53 (Rule 144A); L0527QAC7 / USL0527QAC70 (Reg S)*):

\$ _____; Bid Price: _____

Tender VOI #: _____

Exchange VOI #: _____

The undersigned has completed, executed and delivered this Bid Form to indicate the action the undersigned desires to take to exercise its Bid Right in the Tender Offer.

**NOTE: SIGNATURES MUST BE PROVIDED BELOW
PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY**

ACKNOWLEDGEMENT OF REPRESENTATIONS AND WARRANTIES; CERTAIN COVENANTS

By delivering its Bid Form, the undersigned Holder hereby represents, warrants, and agrees as follows:

- (i) It acknowledges that the Company, the Tender Agent and other persons will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that if any of the acknowledgements, representations and agreements deemed to have been made by its Bid are no longer accurate, it will promptly notify us.
- (ii) It is able to act on its own behalf in the transactions contemplated by the Tender Offer.
- (iii) It has received a copy of the Offer to Purchase and acknowledges it has had access to information of the Company, and has been afforded the opportunity to ask questions of the Company and its representatives and receive answers to those questions, as it deemed necessary in connection with its decision to participate in the Tender Offer.
- (iv) It acknowledges that (a) none of the Company, the Tender Agent, the Trustee or any person acting on behalf of any of the foregoing has made any statement, representation, or warranty, express or implied, to it with respect to the Company and the Tender Offer other than the information prepared by us that we have included in the Offer to Purchase.
- (v) It has not relied upon any statement, representation or warranty made by the Tender Agent, the Information Agent or the Trustee in connection with its decision to participate in the Tender Offer.
- (vi) It acknowledges that in evaluating the Tender Offer and in making its bid, it has made its own independent appraisal of the matters referred to herein, the Offer to Purchase and in any related communications.
- (vii) It hereby represents and warrants that each VOI Number set forth in this Election Form was delivered to it (directly or through its Nominee) as confirmation of such election through DTC's ATOP.

Non-Litigation Commitment

Subject to the terms, stipulations and conditions of the RJ Plan, each Holder submitting this Bid Form represents, warrants and undertakes to the Company and the Tender Agent to (i) suspend or cause the stay of (notwithstanding that the stay may lead to a judgment without prejudice) all ongoing Actions 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 RJ Plan, pursuant to Section 9 of the RJ Plan, and refrain from filing any new Actions against any Exempt Party, and (ii) grant the releases and waivers as set forth in Section 11.3.5 of the RJ Plan, directly, immediately and automatically, upon occurrence of each Release Event, ipso facto, with no additional action 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 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 of the RJ Plan. Terms used but not defined in this subsection, have the meaning assigned to them in the RJ Plan set forth in Appendix A of the Offer to Purchase.

PARTICIPANTS IN THE TENDER OFFER SIGN HERE

By completing, executing and delivering this Bid Form, the undersigned hereby exercises its Bid Right with respect to the principal amount Notes tendered by the Holder in accordance with its Election.

PLEASE SIGN HERE

PLEASE SIGN HERE (IF MORE THAN ONE
HOLDER)

Authorized Signatory

Authorized Signatory

Dated

Dated

Must be signed by the beneficial owner of the Notes that elected to participate in the Tender Offer. **Brokers, dealers, commercial banks, trust companies or other nominees that hold Notes on behalf of beneficial owners may not exercise a Bid Right on behalf of such beneficial owners.**

ADDITIONAL INFORMATION

Forming Part of the Terms and Conditions of the Offer to Purchase

1. Delivery of this Bid Form.

A properly completed and duly executed copy of this Bid Form, must be received by the Tender Agent in accordance with the instructions set forth herein at or prior to the Expiration Time in order to participate in the Tender Offer. To participate in the Tender Offer, each Holder must: (1) validly (or have their broker, dealer, custodian bank or other nominee, as applicable) tender (and not validly withdraw) its Notes pursuant to DTC's ATOP at or prior to the Expiration Time and (2) validly deliver to D.F. King, as Tender Agent via e-mail at americanas@dfking.com, this properly completed Bid Form at or prior to the Expiration Time.

Any beneficial holder whose Notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and who wishes to exercise its Bid Right in the Tender Offer should contact such registered holder promptly and instruct such registered holder to make an election to participate in the Tender Offer related to the Notes beneficially owned by such beneficial holder on such beneficial holder's behalf on an individual basis by the Expiration Time, and return the required VOI Number(s) to the beneficial holder to be recorded on the properly completed Bid Form.

We expressly reserve the right, at any time or from time to time, to extend the Expiration Time and/or the Expiration Time by complying with certain conditions set forth in the Offer to Purchase and applicable law.

Delivery of this Bid Form through means other than by email at americanas@dfking.com will not constitute a valid delivery. **BID FORMS SHOULD NOT BE SENT TO THE COMPANY, THE INFORMATION AGENT OR DTC.**

2. Signature on this Bid Form; Written Instruments and Endorsements.

If any of the Temporary Notes, Debentures or Shares to be issued pursuant to this Bid Form are to be owned by two or more joint owners, all such owners must sign this Bid Form.

3. Transfer Taxes.

The Company shall pay all transfer taxes, if any, applicable to the exercise of Bid Rights in the Tender Offer.

4. Waiver of Conditions.

Subject to the terms of Tender Offer, we reserve the absolute right to waive, in whole or in part, any of the specified conditions to the Tender Offer set forth in the Offer to Purchase.

5. Requests for Assistance or Additional Copies.

Questions and requests for assistance relating to, or additional copies of, the Offer to Purchase, this Bid Form and other related documents and relating to the procedure for submitting may be directed to the Tender Agent at the address and telephone number set forth above.

6. Withdrawal of Subscriptions; After-Acquired Notes.

Exercise of Bid Rights in the Tender Offer may not be withdrawn or revoked. By exercising a Bid Right, a participant in the Tender Offer acknowledges that it will not be permitted to withdraw such election, unless required to pursuant to an invalid exercise of the Bid Right. Any Notes acquired following an initial exercise of Bid Rights, but before the Expiration Time ("*After-Acquired Notes*"), must be submitted and additional Bid Rights exercised in connection therewith if validly submitted on or prior to the Expiration Time.

7. Determination and Validity.

All questions as to the form of documents and validity, eligibility (including time of receipt) and acceptance of exercises of Bid Rights will be determined by the Company, in its sole discretion, and such determination will be final and binding. The Company reserves the absolute right to reject any and all exercises of Bid Rights that it determines are not in proper form or for which the acceptance or payment may, in the opinion of our counsel, be unlawful. The Company also reserves the absolute right in its sole discretion to waive any defect or irregularity in the exercise of Bid Rights of any particular Holder, whether or not similar conditions, defects or irregularities are waived in the case of other Holders.

The interpretation of the terms and conditions of the Tender Offer (including the instructions in this Bid Form) by us will be final and binding. None of the Company, the Tender Agent, the Information Agent or any other person will be under any duty to give notice of any defects or irregularities in submissions or any notices of withdrawal or will incur any liability for failure to give any such notice.

IMPORTANT: THIS BID FORM MUST BE RECEIVED BY THE TENDER AGENT, VIA E-MAIL AT AMERICANAS@DFKING.COM, ON OR PRIOR TO THE EXPIRATION TIME.

In order to exercise Bid Rights in the Tender Offer, Holders should: (1) validly (or have their broker, dealer, custodian bank or other nominee, as applicable) tender (and not validly withdraw) its Notes pursuant to DTC's ATOP at or prior to the Expiration Time and (2) validly deliver to D.F. King, as Tender Agent via e-mail at americanas@dfking.com this properly completed Bid Form at or prior to the Expiration Time.

Any questions or requests for assistance or for additional copies of the Offer to Purchase, this Bid Form or related documents may be directed by Holders to the Tender Agent at its address, telephone number or email address set forth below.

The Tender Agent for the Tender Offer:

D.F. KING & CO., INC.

*By Registered or Certified Mail, Overnight Courier or
Hand:*

D.F. King & Co., Inc.
48 Wall St., 22nd Floor
New York, New York 10005

By Facsimile (Eligible Institutions Only):

(212) 709-3328
Attention: Michael Horthman
Confirm by telephone:
+1 (212) 232-3233

For information, call:
+1 (212) 269-5550

The Information Agent for the Tender Offer:

D.F. King & Co., Inc.

By Mail, Overnight Courier or Hand Delivery:

48 Wall Street, 22nd Floor
New York, NY 10005
Attention: Michael Horthman
Email: americanas@dfking.com

Banks and Brokers Call Collect: +1 (212) 269-5550

All Others, Call Toll Free: +1 (800) 848-3410

The Tender Agent and Subscription Agent for Offer to Purchase:

D.F. KING & CO., INC.

*By Registered or Certified Mail, Overnight Courier or
Hand:*

D.F. King & Co., Inc.
48 Wall St., 22nd Floor
New York, New York 10005

By Facsimile (Eligible Institutions Only):

+1 (212) 709-3328
Attention: Michael Horthman
Confirm by telephone:
+1 (212) 232-3233

For information, call:
+1 (212) 269-5550

Requests for additional copies of this Offer to Purchase may be directed to the Information Agent at its telephone numbers and location listed below. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Tender Offer.

The Information Agent for the Tender Offer is:

D.F. King & Co., Inc.

By Mail, Overnight Courier or Hand Delivery:
48 Wall Street, 22nd Floor
New York, NY 10005
Attention: Michael Horthman
Email: americanas@dfking.com

Banks and Brokers Call Collect: +1 (212) 269-5550
All Others, Call Toll Free: +1 (800) 848-3410