

UNICASA INDÚSTRIA DE MÓVEIS S.A.

Company Registry (NIRE): 43300044513-RS

Corporate Taxpayer ID (CNPJ/MF): 90.441.460/0001-48

**MINUTES OF THE 81TH MEETING OF THE BOARD OF DIRECTORS
HELD ON AUGUST 29, 2024**

- 1. DATE, TIME AND PLACE:** Held on August 29, 2024, at 1:30 p.m., at the registered office of **UNICASA INDÚSTRIA DE MÓVEIS S.A.** ("Company") located at Rodovia Federal BR-470, S/N, km 212,930, bairro São Vendelino, CEP 95707-540, in the city of Bento Gonçalves, state of Rio Grande do Sul.
- 2. CALL NOTICE AND ATTENDANCE:** Call notice was sent pursuant to article 18 of the Bylaws of the Company. The following members of the Board of Directors participated via conference call, as permitted by article 20 of the Bylaws of the Company: Gelson Luis Rostirolla, Gustavo Dall Onder, Alexandre Grendene Bartelle, Renata Vendruscolo Zietolie, Giuliano Silvio Dedini Zorgniotti and Rodrigo Silva Marvão.
- 3. PRESIDING BOARD:** Gelson Luis Rostirolla – **Chairman**; Gustavo Dall Onder – **Secretary**.
- 4. AGENDA:**
 - a) To resolve on the proposal of the Executive Board for the execution of the first (1st) issue of book-entry commercial note, with security interest, in a single series, for private placement, by the Company ("Issue" and "Commercial Note", respectively), under the terms to be provided for in the "Instrument of the First Issue of Book-entry Commercial Note, with Security Interest, in a Single Series, for Private Placement, of Unicasa Indústria de Móveis S.A." ("Issue Instrument"), and in accordance with Federal Law 14,195, of August 26, 2021 ("Federal Law 14,195/21"), subject to the following main characteristics and conditions:
 - i. **Total Issue Amount:** Twenty-three million, five hundred thirty-six thousand and thirty-eight reais (R\$23,536,038.00);
 - ii. **Series:** the Issue will be carried out in a single series;
 - iii. **Number of Commercial Notes:** one (1) Commercial Note will be issued;
 - iv. **Issue Date:** for all legal purposes and effects, the date of issue of the Commercial Note will be that provided for in the Issue Instrument ("Issue Date");
 - v. **Form, Type and Ownership:** The Commercial Note shall be issued in written form, without the issue of warrants or certificates, and for all legal purposes, ownership of the Commercial Note shall be proven by the account statement issued by the Bookkeeper, as the person responsible for the Bookkeeping, pursuant to Article 49 of Federal Law No. 14,195/21;
 - vi. **Allocation of Resources:** The net resources raised by the Issuer through the Commercial Note shall be used for the Company's working capital;

- vii. **Profitability Start Date:** it will be the date of subscription and payment of the Commercial Note ("Profitability Start Date");
- viii. **Unit Face Value:** on the Issue Date, the unit face value of the Commercial Note will be twenty-three million, five hundred thirty-six thousand and thirty-eight reais (R\$23,536,038.00) ("Unit Face Value");
- ix. **Distribution Procedure:** the Commercial Note will be subject to private distribution under the initial ownership of the holder, without any sale effort to the general public by an institution within the securities distribution system;
- x. **Conditions Precedent:** the financial settlement of the Commercial Note with the Company is subject to the fulfillment (or express and written waiver by the holder) of certain conditions precedent, to be provided for in the Issue Instrument;
- xi. **Place of Issue:** for all legal purposes and effects, the place of issue of the Commercial Note will be the Municipality of Bento Gonçalves, State of Rio Grande do Sul;
- xii. **Convertibility, Type, and Form:** the Commercial Note will not be convertible into any type of equity interest, will be guaranteed by security interest, and will be book-entry, without the issue of warrants or certificates;
- xiii. **Term and Maturity Date:** the final maturity of the Commercial Note will be on August 20, 2044 ("Maturity Date"), except in the cases of early maturity of the obligations arising from the Commercial Note, of total early redemption of the Commercial Note, pursuant to the applicable laws and regulations and in accordance with the Issue Instrument;
- xiv. **Subscription Price and Payment Form:** the Commercial Note will be subscribed and paid in cash, in current domestic currency, upon the subscription, at the Unit Face Value on the Profitability Start Date;
- xv. **Flat Issue Expenses:** the initial costs of the Issue will be deducted from the amount object of payment, under the terms to be described in the Issue Instrument;
- xvi. **Condition Subsequent:** in the event that the Conditions Precedent are not fulfilled within forty-five (45) days from the Issue Date, extendable for an additional forty-five (45) days if the Company demonstrates that it is making its best efforts to meet the requirements set forth by the competent notary offices, regardless of any fault, action, or omission by the Company, the holder of the Commercial Note will be automatically released from the obligation to pay the Commercial Note. Consequently, the Issue Instrument and all other related documents will become null and void, and the parties will revert to their *status quo ante*. No party shall be entitled to any indemnification or reimbursement of any kind, except for (i) the obligations assumed by the Company with the service providers related to the Issue, and (ii) the reimbursement by the Company of expenses that have been proven to be incurred by the holder of the Commercial Note in connection with the Issue;
- xvii. **Inflation Adjustment:** the Unit Face Value or the balance of the Unit Face Value, as the case may be, of the Commercial Note will be adjusted for inflation according to the positive

monthly variation of the Extended National Consumer Price Index ("IPCA"), based on three hundred and sixty (360) days, calculated and disclosed by the Brazilian Institute of Geography and Statistics, from the Profitability Start Date to the Maturity Date ("Adjusted Principal Amount");

- xviii. Remuneration:** Interest will incur on the Adjusted Principal Amount of the Commercial Note, corresponding to twelve point zero one percent (12.01%), expressed as an annual percentage, based on three hundred and sixty (360) days, to be calculated in accordance with the Issue Instrument;
- xix. Repayment of the Principal:** without prejudice to payments arising from any early maturity of the obligations deriving from the Commercial Note, or early redemption, the Adjusted Principal Amount of the Commercial Note will be repaid in 240 (two hundred and forty) installments, in accordance with the Issue Instrument;
- xx. Payment of the Remuneration:** without prejudice to payments arising from any early maturity of the obligations deriving from the Commercial Note, or early redemption, the payment of the Remuneration of the Commercial Note will be made in monthly and consecutive installments until the Maturity Date, always on the 20 (twenty) day of each month, respecting the grace period, in accordance with the Issue Instrument;
- xxi. Place of Payment:** the payments of the Commercial Note will be made by the Company on the respective maturity dates, subject to the operating procedures adopted by the bookkeeper and by B3 S.A. - Brasil, Bolsa, Balcão ("B3") in their manuals and regulations, in cases when the Commercial Note is registered in the name of the holder at B3;
- xxii. Scheduled Renegotiation:** the Commercial Note will not be subject to scheduled renegotiation;
- xxiii. Security Interest:** as a guarantee for the faithful, complete, and punctual fulfillment of all principal and/or accessory, present or future obligations, at their original or anticipated maturity, assumed or to be assumed related to the Commercial Note and other pecuniary or non-pecuniary obligations, assumed by the Issuer under the terms of the Operation Documents and their possible amendments, which includes, but is not limited to, the full payment of the Commercial Note as established in the Issue Instrument, as well as the Adjusted Principal Amount, the Remuneration, as well as all and any other payments due by the Issuer under the terms of the Commercial Note, including the payment of costs, commissions, charges, and all accessory obligations, such as, but not limited to, Late Charges, fines, late penalties, insurance, premiums, expenses, costs, and fees due for debt collection, expenses, expenses with the enforcement of guarantees, non-contractual attorney fees, and any pecuniary obligation incurred for the full satisfaction and receipt, by the Holder, of the amounts due to them under the conditions set forth in the Issue Instrument and the other Operation Documents, the Company will constitute, in favor of the holder of the Commercial Note, secured fiduciary sale of real estate owned by it

(“Security Fiduciary Sale of Real Estate”), under the terms to be provided in the Issue Instrument and the “*Deed of Security Fiduciary Sale of Real Estate*”, between the Company and the holder of the Commercial Note (“Instrument of Security Fiduciary Sale of Real Estate”);

xxiv. Late Charges: without prejudice to the Remuneration of the Commercial Note, in the event of a delay in the payment of any amount due to the holder of the Commercial Note, the overdue amount will be subject, respecting the exceptions provided in the Issue Instrument, regardless of notice, written request of performance, or judicial or extrajudicial notification, to: (a) a irreducible and non-compensatory conventional late fine of five percent (5%) on the amount due and unpaid; and (b) interest on arrears calculated on a *pro-rata-temporis* basis from the date of default to the date of actual payment, at the rate of one percent (1%) per month on the amount due and unpaid, in addition to the expenses incurred for collection;

xxv. Early Maturity: the Commercial Note will be subject to early maturity scenarios, which will be defined in the Issue Instrument. In the event of actual early maturity, the Company will pay the Adjusted Principal Amount plus the Remuneration due up to the date of actual payment, calculated on a *pro-rata-temporis* basis, from the Profitability Start Date or the date of payment of the immediately prior Remuneration, as the case may be, of the Late Charges, if any, and of any other amounts eventually owed by the Company, and it will also cease any payment that has not yet occurred, under the terms to be defined in the Issue Instrument; and

xxvi. Other Characteristics: the other characteristics of the Commercial Note and the Issue will be described in the Issue Instrument;

b) To resolve on the proposal of the Executive Board for the constitution, by the Company, as a guarantee of the obligations to be assumed by it within the scope of the Issue, as provided for in the Issue Instrument, of the Security Fiduciary Sale, through the execution of the Instrument of Security Fiduciary Sale of Real Estate; and

5. RESOLUTIONS: Mr. Alexandre Grendene Bartelle and Mr. Gelson Luis Rostirolla declared themselves impeded from voting due to conflict of interests and left the room. The Directors present, after examining, discussing and voting on the matters on the Agenda, by unanimous vote and without restrictions, decided on the following:

a) To approve, based on Article 46, sole paragraph, of Federal Law 14,195/21, article 22 of the Company's Bylaws, and the Related Parties Policy, supported by the Opinion of the Executive Financial Department on the contracting of a related party, the Issue, by the Company, of the Commercial Note, under the terms described above;

- b) To approve, based on Article 22 of the Company's Bylaws and the Company's Related Parties Policy, the constitution, by the Company, of the Security Fiduciary Sale of Real Estate, through the execution of the Instrument of Security Fiduciary Sale of Real Estate; and
- 6. CLOSURE:** There being no further business on the agenda, the Meeting was brought to a close and these minutes were drawn up, read, found in order and signed by all those present. (s.d.) Presiding Board: Gelson Luis Rostirolla – Chairman. Gustavo Dall Onder – Secretary. Directors: Gelson Luis Rostirolla, Gustavo Dall Onder, Alexandre Grendene Bartelle, Renata Vendruscolo Zietolie, Giuliano Silvio Dedini Zorgniotti and Rodrigo Silva Marvão.
- 7. DECLARATION:** As Chairman and Secretary of the 81th Board of Directors Meeting, we hereby declare that this is a true copy of the minutes drawn up in the respective records.

Bento Gonçalves, Rio Grande do Sul, August 29, 2024.

Gelson Luis Rostirolla

Chairman

Gustavo Dall Onder

Secretary