



SEQUOIA LOGÍSTICA E TRANSPORTES S.A.
CORPORATE TAXPAYER'S ID (CNPJ) N° 01.599.101/0001-93 CORPORATE REGISTRY ID (NIRE) N°
35.300.501.497
PUBLICLY-HELD COMPANY

CALL NOTICE

OF THE GENERAL MEETING OF THE DEBENTURES HOLDERS OF THE 3RD (THIRD) ISSUANCE OF SIMPLE NON-CONVERTIBLE DEBENTURES, UNSECURED, WITH ADDITIONAL FIDEJUSSORY GUARANTEE, FOR PUBLIC DISTRIBUTION WITH RESTRICTED EFFORTS, IN A SINGLE SERIES, OF SEQUOIA LOGÍSTICA E TRANSPORTES S.A.

The Call Notice of the General Meeting of the Holders of Debentures of the 3rd Issuance of Simple Non-Convertible Debentures, in Single Series, Unsecured with Additional Fidejussory Guarantee, for Public Distribution with Restricted Efforts of Sequoia Logística e Transportes S.A., is hereby amended and reratified, pursuant to Article 71 of Law No. 6,404, of December 15, 1976, as amended, the CVM Resolution No. 81, of March 29, 2022 ("CVM Resolution 81"), as well as the clause 9 of the "*Instrumento Particular de Escritura da 3ª (Terceira) Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, com Garantia Adicional Fidejussória, para Distribuição Pública com Esforços Restritos, em Série Única, da Sequoia Logística e Transportes S.A.*" ("Issuance Deed"), the holders of the 3rd Issuance of Simple Non-Convertible Debentures, in Single Series, Unsecured with Additional Fidejussory Guarantee, for Public Distribution with Restricted Efforts of Sequoia Logística e Transportes S.A. are summoned ("Debentures Holders", "Debentures", "issuance" and "Issuer", respectively), to meet in the General Meeting of Debenture Holders ("General Meeting"), to be held, on first call exclusively digitally, by videoconference on August 9th, 2023, at 11:00 am, in order to deliberate on the following Agenda:

- (i) the granting of prior waiver for potential non-compliance with the Financial Index (as defined in the Issuance Deed) provided for in item xvi of clause 6.1.1.2 of the Issuance Deed, exclusively for the quarters ending in September 2023 and December 2023, so that, in the event that the established limits are not met on the respective determination dates, it shall not constitute a Non-Automatic Early Maturity Event;
- (ii) authorize the establishment, by the Issuer, of a fiduciary assignment as collateral to the Debentures, from an escrow account in the amount equivalent to at least one installment of the Debentures' remuneration, to be established by September 30, 2023 ("Fiduciary Assignment of Escrow Account"), being sure that the terms of the Fiduciary Assignment of Escrow Account will be made available by the Issuer to the investors prior to the assembly, and that the draft of said contract will be attached to the minutes of the Assembly;
- (iii) the establishment, by the Issuer, of an escrow account (pass-through) for receivables, to be constituted by September 30, 2023, with the understanding that among the receivables will be those arising from a contract formalized between the Issuer and a relevant client in the marketplace segment, which is one of the top 10 (ten) clients of the Issuer, as well as with future clients of the Issuer, provided that they have a

value equal to or greater than BRL 1,000,000.00 (one million Brazilian reais), up to a limit of BRL 15,000,000.00 (fifteen million Brazilian reais) ("Escrow Account"), whose monthly flow shall be equivalent to at least the amount corresponding to three installments exclusively of the remuneration of the Debentures, being sure that the conditions of the Escrow Account will be made available by the Issuer to the investors prior to the holding of the assembly, and that the draft of said contract shall be attached to the minutes of the Assembly;

(iv) authorize the inclusion, in clause 7.1 of the Issuance Deed, of the following obligations of the Issuer: (cc) the Issuer shall not, under any circumstances, encumber any receivables or creditor benefits other than those held by the Debenture holders, nor impose any real encumbrances on its ownership interest in any entity invested by the Issuer. Any proceeds from a potential sale of its ownership interest shall be exclusively allocated to the strengthening of the Issuer's cash position. For clarification purposes, there are no restrictions on the sale of the Issuer's ownership interest in any invested entity; (dd) the Issuer shall maintain the minimum term/duration of its other financial obligations with other creditors in relation to the term/duration measured as of June 30, 2023;

(v) the inclusion, in clause 6.1.1.2 of the Indenture, of the following event of automatic early maturity: (xviii) distribution and/or payment of dividends, interest on equity, or any other profits distribution by the Issuer if it is in default of any pecuniary or non-pecuniary obligation under this Indenture, except for the distribution of mandatory minimum dividends;

(vi) the amendment of clause 9.4.3 of the Issuance Deed, to be in effect with the following wording: Any modification regarding the characteristics of the Debentures that implies a change in any of the following matters can only be approved by the General Meeting of Debenture Holders, upon favorable resolution of Debenture Holders representing at least two-thirds (2/3) of the Debentures in Circulation on the 1st (first) or 2nd (second) call: (i) Remuneration and parameter of Remuneration calculation; (ii) Remuneration Payment Dates, Amortization Dates, or any amounts provided for in this Issuance Deed, including amortization and redemption conditions; (iii) Maturity Date or term of validity; (iv) wording of any Early Redemption Events or their removal; (v) amendment of the deliberation quorums provided for in this Issuance Deed; (vi) provisions of this clause concerning the Debentures; (vii) modification of the terms and conditions of the Guarantee; and (viii) creation of a refinancing event; and

(vii) authorization for the fiduciary agent to sign, on behalf of the debenture holders, the amendment to the Issuance Deed, receivables trust agreement, escrow account agreement, in order to implement the matters listed above.

General Information:

The General Meeting will be held exclusively digitally, under the terms of CVM Resolution 81, by videoconference, coordinated by the Issuer, whose access link will be made available to those Debentures Holders who send to the electronic address ri@sequoialog.com.br, with a copy to the electronic address af.assembleias@oliveiratrust.com.br, within 02 (two) business days in advance of the date of the General Meeting in accordance with the provisions of article 72, paragraph 1, of CVM Resolution 81, the following documents:

(a) when an individual, an identity document with a photo;

(b) when a legal entity, a copy of its corporate documents, such as the latest consolidated amendment to the bylaws or articles of incorporation, as applicable, minutes of the election of the executive board, and documents that confirms the representation of the Debenture-Holder, as well as identification document(s) of its legal representative(s); and

(c) When represented by an attorney-in-fact, a power of attorney with specific powers for representation at the General Meeting, in addition to the documents indicated in the previous items, as applicable.

Embu das Artes, July 18, 2023.

Fernando Stucchi Alegro
Chief Financial Officer and Investor Relations Officer