



ALIANSCCE SHOPPING CENTERS S.A.

CNPJ No. 06.082.980/0001-03

Publicly-held company

SONAE SIERRA BRASIL S.A.

CNPJ No. 05.878.397/0001-32

Publicly-held company

MATERIAL FACT

Aliansce Shopping Centers S.A. ("Aliansce") (B3: ALSC3) and **Sonae Sierra Brasil S.A.** ("Sonae Sierra") (B3: SSBR3), pursuant to the terms of CVM Ruling No. 358/02, as amended ("CVM Ruling 358"), of CVM Ruling No. 565/15, as amended ("CVM Ruling 565"), and continuing the material facts disclosed on July 4, 2018 and December 3, 2018, on March 21, 2019, and June 4, 2019, disclose to its shareholders and to the market in general what follows:

1. Business Combination of Aliansce and Sonae Sierra

On this date, Aliansce and Sonae Sierra ("Companies") entered into a Merger Agreement ("Merger Agreement") by which the terms and conditions for the implementation of the business combination of the Companies were established, through the merger of Aliansce into Sonae Sierra, pursuant to the articles 223, 224, 225 and 227 of Law No. 6.404/76 ("Brazilian Corporation Law"), and by which the controlling shareholders of Sonae Sierra, namely, Sierra Brazil 1 B.V. ("SB-1"), Sierra Investments Holdings B.V. ("Sierra"), Alexander Otto ("Otto"), Arosa Vermögensverwaltungsgesellschaft M.B.H. ("Arosa") and Cura Beteiligungsgesellschaft Brasilien M.B.H. ("Cura" and, together with Otto and Arosa, "OFO", and, together with SB 1 and Sierra, "Sonae Sierra's Controlling Shareholders") and the controlling shareholders of Aliansce, namely, Canada Pension Plan Investment Board ("Canada Pension Investment Board"), CPPIB Flamengo US LLC ("CPPIB Flamengo" and, together with Canada Pension Plan Investment Board, "CPPIB"), Renato Feitosa Rique ("Renato"), Rique Empreendimentos e Participações Ltda. ("REP"), Fundo de Investimentos em Participações Bali Multiestratégia ("FIP Bali") and RFR Empreendimentos e Participações S.A. ("RFR" and, together with Renato, REP and FIP Bali, "RR" and, together with CPPIB, "Aliansce's Controlling Shareholders") (Aliansce's Controlling Shareholders together with Sonae Sierra's Controlling Shareholders will be treated as "Companies' Controlling Shareholders") have committed to vote in favor of such merger, subject to the terms and conditions set out in the Merger Agreement ("Merger" and "Transaction").

Concurrently, the managements of Aliansce and Sonae Sierra entered into, on this date, the Protocol and Justification of the Merger of Aliansce by Sonae Sierra, subject to the terms set out in the Merger Agreement ("Protocol and Justification").

The execution, by the Companies, of the Merger Agreement and the Protocol and Justification was previously approved, also on this date, by the respective Boards of Directors of the Companies, which also approved the submission of the Merger to the deliberation of the respective shareholders of each Company. In addition, on this date, the Fiscal Council of Sonae Sierra decided in favor of the proposal of the Merger to be submitted to the deliberation of the shareholders of Sonae Sierra.



2. Main Terms of the Merger

The main terms of the Merger and of the Merger Agreement are indicated below:

a. Identification of the Companies Involved and Description of Activities.

As indicated above, the Transaction shall involve Aliansce and Sonae Sierra. Both Companies operate in the shopping centers sector in Brazil and have as main activities the investment in shopping centers and the rendering of services in this segment, involving, among others, (i) management of malls, (ii) leasing of stores in malls, and (iii) planning and development of malls.

b. Description and Purpose of the Transaction.

The intended Transaction has as its purpose the combination of the businesses of Aliansce and Sonae Sierra, by means of the merger of Aliansce, at its book value, into Sonae Sierra, pursuant to the articles 223, 224, 225 and 227 of the Brazilian Corporation Law (being Sonae Sierra, after the consummation of the Merger, hereinafter referred to as "Combined Company"). Therefore, upon the consummation of the Transaction, Aliansce will be extinguished, pursuant to article 219, item II, of the Brazilian Corporation Law, and the Combined Company will succeed Aliansce in all its rights and obligations.

In addition, upon the consummation of the Merger, the shares issued by Aliansce will be canceled and new common shares will be issued by the Combined Company, traded in the listing segment *Novo Mercado* of B3, and will be assigned to the former shareholders of Aliansce, according to the Exchange Ratio indicated below.

c. Main Benefits, Expenses and Risks of the Transaction.

The Transaction shall bring benefits to both Companies. The Transaction aims to promote the combination of the businesses of the Companies with the purpose of creating a leading company in the shopping centers sector in Brazil. The Transaction represents a relevant commercial opportunity for the Companies, capable of bringing benefits to its businesses, shareholders and other stakeholders, as it has a strong strategic rationality due to the high complementarity of the businesses of the Companies, with a great potential for synergies and gains of efficiency, broad commercial and operational integration of the Companies and, in particular, allowing the strengthening of investments and of the quality of management services of shopping centers in Brazil, consequently bringing benefits to the shareholders of the Combined Company.

Also, Sonae Sierra and Aliansce estimate synergies resulting from the implementation of the Merger in R\$ 55 million to R\$ 70 million per annum.

The management of Aliansce estimates that the expenses of carrying out the Transaction for Aliansce shall be of, approximately, R\$ 27,000,000.00, which include the expenses with valuations, legal counsel and other assistance to the implementation of the Merger, publications and other related expenses.



The management of Sonae Sierra estimates that the expenses of carrying out the Transaction for Sonae Sierra shall be of, approximately, R\$ 32,000,000.00, which include the expenses with valuations, legal counsel and other assistance, publications and other related expenses.

Also, it is estimated that Aliansce and Sonae Sierra may incur additional costs in the amount of approximately R\$ 10,000,000.00 with the payment of taxes and other costs resulting from the transfer to the Combined Company of real estate due to the Merger.

The Companies do not foresee significant risks arising from the consummation of the Transaction, and its success shall depend, mainly, on the ability of the Combined Company to accomplish growth opportunities and cost savings resulting from the combination of the businesses of Aliansce and Sonae Sierra. If these goals are not achieved successfully, the benefits expected from the Transaction may not be fully verified, or may take longer than expected to be verified. There are natural risks of price variation of the shares of the Combined Company after the closing of the Transaction, which is inherent to the capital market and incurred by all the shareholders of the Combined Company.

d. Exchange Ratio.

The exchange ratio for the merger ("Exchange Ratio") was agreed, so that, upon the consummation of the Merger, if it is approved, the shares issued by Aliansce will be canceled and new common shares issued by the Combined Company will be attributed to the former shareholders of Aliansce, provided that (i) the former shareholders of Aliansce shall own together 67.90% of the total and voting corporate capital of the Combined Company; and (ii) the former shareholders of Sonae Sierra shall own together 32.10% of the total and voting corporate capital of the Combined Company ("Final Equity Ownership").

The Exchange Ratio shall correspond to 0.787808369 common share issued by Sonae Sierra for each common share issued by Aliansce, considering that the totality of the common shares that are subject to the options already granted within the stock option plan of Aliansce will be subscribed by the respective beneficiaries until the Closing Date (inclusive), under the approved terms by Aliansce's Board of Directors on this Date.

The Exchange Ratio was agreed considering (a) the total number of shares issued by Aliansce after the subscription of the totality of the shares subject to the Aliansce's stock option plan, corresponding to 205,197,921 common shares (not considering possible shares in treasury); and (b) the total number of shares issued by Sonae Sierra, corresponding to 76,423,831 common shares (not considering possible shares in treasury). If any corporate event of Aliansce or Sonae Sierra occurs as from the date hereof, that results in a change in the total number of shares issued by Aliansce or Sonae Sierra, not considering any shares in treasury (including due to the issuance of new shares, conversion of securities in shares, splitting or grouping of shares, stock option plans and payment of dividends in assets with distribution of shares), the Exchange Ratio shall be proportionally adjusted, so that the Final Equity Ownership is maintained.

e. Fixing Criteria of the Exchange Ratio.



The Exchange Ratio was negotiated between the managements of Aliansce and Sonae Sierra, which are independent parties, based on the transactions and the financial situation of each of the Companies and their respective future profitability.

In addition, each of the managements of Aliansce and Sonae Sierra hired financial advisory services of investment banks internationally renowned, as provided in item 4 below, to assist their respective Board of Directors in the process of taking a decision in regards to the financial guidelines of the Transaction.

f. Shareholders' Approval, Submission of the Transaction to the Antitrust Authorities and other Suspensive Conditions.

The effectiveness of the Transaction is subject to the approval of shareholders of the Companies at their respective general shareholders' meetings, of the Brazilian Administrative Council for Economic Defense (*Conselho Administrativo de Defesa Econômica – CADE*), as well as to the verification of certain other suspensive conditions usual for transactions of this type, as described in the Protocol and Justification and in the Merger Agreement.

Once the suspensive conditions have been verified, the respective Board of Directors of the Companies shall consign the date on which the Transaction will be effectively consummated, and the Companies shall, jointly, disclose a Material Fact about this matter ("Closing Date").

g. Corporate Governance of the Combined Company.

On this date, the Controlling Shareholders of the Companies entered into a shareholders' agreement of the Combined Company, which effectiveness is conditioned to the consummation of the Merger ("Shareholders' Agreement of the Combined Company"), for the purpose of regulating its relationship as controlling shareholders of the Combined Company, as of the Closing Date, pursuant to article 118 of the Brazilian Corporation Law, establishing, among others, rules regarding to (a) the sale, encumbrance and acquisition of shares; (b) the exercise of the control in relation to the Combined Company, including the exercise of the right to vote, with dispositions related to previous meetings to be held prior to general meetings and meetings of the Board of Directors to deliberate on certain matters; and (c) the management of the Combined Company, including the rules about the filling of its positions. The Sonae Sierra's Controlling Shareholders and Aliansce's Controlling Shareholders have undertaken the commitment that the Combined Company adopts, at least, the corporate governance practices detailed in Exhibit I to this Material Fact.

In addition, the managements of Aliansce and Sonae Sierra intent to indicate, on the Closing Date, the following Officers to the Combined Company: (i) Rafael Sales Guimarães (Chief Executive Officer); (ii) Leandro Lopes (Chief Operating Officer); (iii) José Manuel Baeta Tomás (Chief Integration Officer); (iv) Carlos Alberto Correa (Chief Financial Officer); (v) Daniella Guanabara (Investor Relations Officer); (vi) Paula Guimarães Fonseca (Legal Officer); (vii) Mauro Junqueira (Investments Officer); and (viii) Mário João Alves de Oliveira (Development and M&A Officer).



h. Withdrawal right and Dissidence.

The shareholders of Aliansce who do not approve the Merger may exercise their right of withdrawal, pursuant to Articles 137 and 230 of the Brazilian Corporation Law. Such shareholders shall expressly manifest their intention to exercise the withdrawal right within a period of 30 days counted as of the publication of the minutes of the Extraordinary General Meeting of Aliansce approving the Merger.

The shareholders of Aliansce who do not approve the Merger will be entitled to the reimbursement of their shares at the price of R\$ 12.60 per share, based on the equity value of Aliansce, verified in the audited financial statements for the fiscal year ended on December 31, 2018, however its payment shall depend on the consummation of the Transaction.

For clarification purposes, the right to withdrawal of Aliansce's shareholders that do not approve the Merger, with the consequent payment of the reimbursement, shall only be assured in relation to the shares issued by Aliansce that the shareholder was, evidently, holder since the closing of the trading session on June 6, 2019, and held by the shareholder, uninterruptedly, until the date of the effective exercise of the right of withdrawal.

The Transaction shall not result in the right of withdrawal of the shareholders of Sonae Sierra.

3. Other Relevant Information

i. Appraisal Report and Pro Forma Financial Statements.

Pursuant to the article 226 of the Brazilian Corporation Law and the article 7th of CVM Ruling 565, (i) Global Auditores Independentes (CNPJ No. 03.423.123/0003-95) prepared the appraisal report of Aliansce's net worth (in accordance with the equity value criteria), based on the Quarterly Financial Information of Aliansce prepared with base date of March 31, 2019 ("Aliansce's Appraisal Report"); and (ii) Ernst & Young Auditores Independentes S.S. (CNPJ No. 61.366.936/0001-25) prepared the *pro forma* financial information of the Combined Company, regarding the base date of December 31, 2018 and March 31, 2019, reflecting the effects of the Merger as if it had already been consummated on January 1, 2018, together with the respective reasonable assurance by the referred auditor ("Pro Forma Financial Information of the Combined Company"). Aliansce's Appraisal Report and the *Pro Forma* Financial Information of the Combined Company are exhibits to the Protocol and Justification.

j. Break-up fee.

If the Transaction is not consummated due to the events established in the Merger Agreement, the Party that caused the non-consummation of the Transaction shall be obligated to pay to Aliansce or Sonae Sierra, as applicable, a compensatory fine in the amount of R\$ 200 million, adjusted by the variation of CDI from the date of execution of the Merger Agreement until the date of the effective payment, pursuant to the terms and conditions of the Merger Agreement.

k. Put Option.



In addition, under the terms of an agreement entered into among the Sonae Sierra's Controlling Shareholders, Sierra shall have an option to sell its equity ownership in the Combined Company for OFO, to be exercised in up to 36 months counted as of the Closing Date of the Transaction ("Put Option"); being certain that any exercise of this Put Option shall not result in any expenses to the Combined Company.

I. Parque Dom Pedro Shopping.

Currently, Sonae Sierra holds a majority stake in the Parque Dom Pedro Shopping ("Parque D. Pedro"), which is one of its most relevant assets.

According to the Shareholders' Agreement, considering the interests of all the parties involved, it was agreed that Sierra shall have the right to merge its minority stake held in the Parque D. Pedro into the Combined Company, in exchange for new shares of the Combined Company to be attributed to Sierra ("Contribution of PDP"), within any of the following windows: (i) between the 12th and 13th month (or between the 16th and 17th month, to be determined by Sierra on the Closing Date) counted as of the Closing Date of the Transaction; (ii) between the 23rd and 24th month counted as of the Closing Date of the Transaction; and (iii) between the 36th and 37th month counted as of the Closing Date of the Transaction, subject to the provisions of the Shareholders' Agreement, including the provision of an independent committee of the Combined Company (without any participation of Sierra or its representatives), which shall be responsible, among others, for the choice of an appraiser of Parque D. Pedro and of the Combined Company, and shall be composed of 3 members, all independent, two of which shall be independent directors of the Combined Company, according to the rules of the *Regulamento do Novo Mercado*, and one an external member.

Independently of PDP Contribution, the Companied Company shall already hold, on the Closing Date, the control and management of Parque D. Pedro.

4. General Provisions

The closing of the Transaction is expected to occur in 2019. Until then, both Companies shall remain completely separate and independent. Therefore, customers, suppliers, employees and other stakeholders should not expect any change in the composition of the management, business relations and the offering of services during this period, as a result of the Transaction.

Aliansce had the financial advice of Bank of America Merrill Lynch and legal counsel of BMA Advogados, while Sonae Sierra counted on the financial advice of Itaú BBA and legal counsel of Pinheiro Neto Advogados.

The Merger Agreement (including the Shareholder's Agreement of the Combined Company, attached thereto), the Protocol and Justification and other relevant documents shall be available to the respective shareholders of the Companies, in accordance with the applicable law and regulations, upon the call notice to the Extraordinary General Meetings of Aliansce and Sonae Sierra that will decide on the Merger, and may be consulted at the respective headquarters of



the Companies. These documents shall also be available at the website of CVM (www.cvm.gov.br), of B3 (www.b3.com.br) and at the respective Investor Relations websites of Aliansce (<http://ri.aliانسce.com.br/>) and of Sonae Sierra (<https://ri.sonaesierra.com.br/>).

The Companies shall keep their shareholders and the market informed on any subsequent facts related to this matter, in accordance with the applicable law and CVM rulings.

June 6, 2019.

Carlos Alberto Correa
Chief Financial Officer and Investor
Relations Officer
SONAE SIERRA BRASIL S.A.

**Daniella de Souza Guanabara
Santos**
Investor Relations Officer
ALIANSCCE SHOPPING CENTERS S.A.



EXHIBIT I

MAIN ASPECTS OF THE CORPORATE GOVERNANCE OF THE COMBINED COMPANY

Board of Directors: The Board of Directors shall be composed of, at least, five (5) and, at most, seven (7) effective members and up to the same number of alternates, residents in Brazil or not, who shall be appointed to their positions, respecting the following composition:

- 2 effective members (and respective alternates) elected by CPPIB;
- 1 effective member (and respective substitute) elected by RR;
- 1 effective member (and respective alternate) elected by Sierra;
- 1 effective member (and respective alternate) elected by OFO;
- 2 independent members to be elected based on the Bylaws of the Combined Company, the Policy for Appointment of Independent Members of the Board of Directors of the Combined Company and the applicable legislation.

The right of the abovementioned Parties, including the right of CPPIB, to appoint 1 member is subject to the respective Party holding, at least, five percent (5%) of the total and voting corporate capital of the Combined Company ("Minimum Equity Ownership"). The right of a Party to appoint 2 members is subject to the respective Party holding, at least, 15% of the corporate capital of the Combined Company.

Board of Officers: The Board of Officers shall be composed of, at least, three (3) and, at most, nine (9) members, of which necessarily one Chief Executive Officer and one Investor Relations Officer, being the other Officers without specific designation, also being possible to designate one Operational Officer, one Chief Integration Officer, one Chief Financial Officer, one Legal Officer, one Investments Officer and one Development and M&A Officer, all elected by the majority of the Board of Directors.



Policies:

The Combined Company shall be managed according to the following codes and policies, besides other policies required under the applicable law and regulation:

- Dividends Policy;
- Investment and Financing Policy;
- Policy for Appointment of Managers;
- Tax Management Policy;
- Human Resources Policy;
- Compensation Policy;
- Code of Conduct/Ethics;
- Anti-Corruption Policy;
- Anti-Money Laundering Policy;
- Related Party Transactions Policy;
- Corporate Responsibility and Sustainability Policy;
- Data Protection Policy;
- Material Information Disclosure and Securities Trading Policy;
- Risks Management, Due Diligence and Compliance Policy; and
- Health and Safety Policy.

Unanimous Matters:

The approval of the following matters shall depend on the unanimous approval of CPPIB, RR, Sierra and OFO at a Prior Meeting:

- (i) dissolution, liquidation and voluntary request of bankruptcy;
- (ii) approval of any corporate reorganization (including consolidations, mergers and mergers of shares), which implies changes to the Shareholder's Agreement of the New Company;
- (iii) amendments to the Bylaws of the Combined Company related to (a) change of the corporate purpose; (b) change in the right and advantages of the shares of the Combined Company; and (c) change in the number of members of the Board of Directors; and
- (iv) delisting of the Company.

Special Matters:

The approval of the following matters shall depend on the affirmative vote of CPPIB and RR, as well as of affirmative vote of at least one of Sierra and OFO at a Prior Meeting:



- (i) amendments in the Policy for Appointment of Independent Member of the Board of Directors;
- (ii) amendments in the Dividends Policy;
- (iii) amendments in the Ground/Real Estate Leasing Policy;
- (iv) amendments in the Investment and Financing Policy;
- (v) approval of any related party transactions;
- (vi) approval of the issuance of shares and its terms and conditions, with exception of stock option plans and/or other related compensation plans based on shares of the Combined Company and approval of repurchase plans to support such compensation plans; and
- (vii) approval of any investment opportunity or disposal of any permanent assets, which represent, individually or as a whole, an amount in excess of 20% of the book value of the Combined Company.

The right to any of Sonae Sierra's Controlling Shareholders and Aliansce's Controlling Shareholders to vote in Prior Meetings, about a Unanimous Matter or Special Matters, is subject to such Party holding at least the Minimum Equity Ownership in the Combined Company.