



## COMPANHIA BRASILEIRA DE DISTRIBUIÇÃO

Authorized Capital Publicly-Held Company

Corporate Taxpayer's ID (CNPJ/MF) 47.508.411/0001-56

### COMMUNICATION ON TRANSACTIONS WITH RELATED PARTIES

Companhia Brasileira de Distribuição (“Company”) in compliance with Article 30, XXXIII of CVM Rule No 480/09 and its Related Parties Transactions Policy, approved by the Board of Directors in the meeting held on April 16, 2014, as amended (“Policy”), announces to its shareholders and the general market that on April 29, 2019, Sendas Distribuidora S.A. (“Assaí”) executed (i) three (3) Amendments to the Equipment Lease Agreements and to the Operation and Maintenance Service Agreements (O&M) (“Amendments to the Agreements of Stores I”) and (ii) five (5) new Lease Agreements and Operation and Maintenance Service Agreements (O&M) (“Amendments to the Agreements of Stores II” and jointly with the Amendments to the Agreements of Stores I, “Agreements”); all with GreenYellow do Brasil Energia e Serviços Ltda. (“GY”), with the following terms and conditions:

<b>Parties</b>	(i) Assaí (Contracting Party) (ii) GY (Contractor)
<b>Relation with the Issuer</b>	<ul style="list-style-type: none"><li>• <u>Relation between the Company and Assaí</u>: The Company holds 100% of Assaí’s capital stock.</li><li>• <u>Relation between the Company and Assaí</u>: The Company is minority shareholder of GY. Additionally, the Company and GY are indirectly controlled by Casino Group.</li></ul>
<b>Purpose of the Agreements</b>	<ul style="list-style-type: none"><li>• <u>Three (3) Amendments to the Agreements of Stores I</u>: ratification of defined terms and other commercial agreements between the parties, which will not generate financial impacts on lease contracts and operating and maintenance services, respectively, of micro and distributed mini-generation equipment of photovoltaic energy designed by GY (“<u>Photovoltaic System</u>”), installed on the roofs of three (3)</li></ul>



	<p>Assaí stores located in the States of Mato Grosso do Sul, Goiás and Pará (collectively, “<u>Stores I</u>”).</p> <ul style="list-style-type: none"> <li>• <u>Five (5) Agreements of the Stores II</u>: lease and rendering of operation and maintenance services, respectively, for a period of 25 years, of the Photovoltaic System, installed on the roofs of five (5) Assaí stores located in the States of Paraná, Rio de Janeiro and Goiás (collectively, “<u>Stores II</u>”).</li> </ul> <p>For purposes of this Communication, Stores I and Stores II will be defined jointly as “<u>Stores</u>”.</p>
<p><b>Date of the Transactions / Execution of the Agreements</b></p>	<p>The Agreements of the Stores I were executed, respectively, on May 10, 2017, April 6, 2018 and May 14, 2018.</p> <p>The Agreements were executed on April 29, 2019.</p>
<p><b>Main Terms and Conditions</b></p>	<p>The term of the Agreements is 25 years, from the date in which the Photovoltaic System started or will start, as the case may be, the generation of energy, in view of the connection of the equipment to the electric system of the respective concessionaire (“<u>Commissioning Date</u>”).</p> <p>Under the Agreements, Assaí will pay to GY monthly the rental and service amounts calculated pursuant to the formulas established in their schedules, according to the percentages of the savings generated by the respective projects. In the first year of the Agreements, GY guarantees that the sum of rental and service amounts will correspond from 88% to 95% of the energy generated by the Photovoltaic System and consumed by the Stores, variable according to the regions where they are located and geographic orientation of the sites, considering the energy rate on the respective Commissioning Dates.</p> <p>The Agreements may be terminated by either of the Parties in the following cases: (i) in the event of bankruptcy, dissolution, liquidation or judicial or extrajudicial recovery of the other Party; or (ii) in the event of breach of the obligations set forth in the Agreement by either Party not remedied within (a) sixty (60) days upon the receipt from Assaí notification sent by GY and (b) hundred and twenty (120) days upon the receipt from GY of notification sent by Assaí; or (iii) due to Act of God or Force Majeure. The Agreements may be terminated unilaterally</p>



	<p>by GY in case of transfer of the property occupied by Assaí to a third party that does not assume them.</p>
<p><b>Detailed Reasons for which the Management considers that the transaction has observed commutative conditions or provides appropriate compensatory payment</b></p>	<p>The Company's management understands that the executed Agreements have observed commutative conditions and adequate compensatory payment, since: (i) they were analyzed according to the rules provided in the Company's Policy; (ii) they reflect negotiation conditions in line with market practice; and (ii) they observed the historical of the transactions between Assaí and GY. In addition, the Agreements serve the interests of Assaí, since the implementation of projects that aim improve energy efficiency entails, naturally, the reduction of costs for Assaí.</p> <p>The Amendments to the Agreements of the Stores I corroborate with the energy efficiency achieved by the Company.</p>
<p><b>Description of the measures taken and procedures adopted to ensure the commutativity of the transaction</b></p>	<p>The negotiation was conducted by Assaí's management, independently and in accordance with the Company's Policy. The purpose of the transactions integrates Assaí's ordinary activities, insofar as it relates to the acquisition of electric energy, implying optimization of the Assaí energy matrix.</p> <p>Under the terms of the Company's Policy, the Agreements were submitted to the Audit Committee's previous analysis, composed of independent members of the Company's Board of Directors, regarding compliance with the Policy's guidelines in the transaction procedure.</p>
<p><b>Reasons For Which the management carried out the Transactions</b></p>	<p>The purpose of the transactions is the implantation of the Photovoltaic System in the Stores for generation of energy, replacing the purchase of energy in the free market. The transactions will provide optimization in Assaí's energy efficiency compared to the consumption incurred prior to project implementation.</p> <p>In the first year of the Agreements, the implementation of the Photovoltaic Systems in the Stores will generate to Assaí a net saving between 8% and 11% (on a weighted average) of the electric energy expenses, variable according to the regions where they are located and orientation geographical location.</p>



<b>eventual participation of the counterpart, its partners or managers in the procedure of decision of the issuer on the transaction or negotiation of the transaction as representatives of the issuer, describing this participation</b>	Not applicable.
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São Paulo, April 29, 2019.

**DANIELA SABBAG**

Investors Relations Officer