

Certified Translation from Portuguese into English

Tradução Juramentada

Original document reference:

00122399620218190001

Translated Title:

00122399620218190001

TRANSLATION No.36

BOOK No.290

PAGE No.268



I hereby certify and give full faith and credit that on this date a document has been presented to me in Portuguese, to which I translate as follows:

State of Rio de Janeiro

Judiciary Branch

Court of Justice

Judicial District of the Capital

Registry of the 3rd Business Court

Av. Erasmo Braga, 115 Lan Central 713CEP: 20020-903 - Center - Rio de Janeiro - RJ Tel.: 3133-3605 e-mail: cap03vemp@tjrj.jus.br

Page 21391

Case: 0012239-96.2021.8.19.0001

Electronic Proceedings

Class/Subject: Court-Supervised Reorganization - Court-Supervised Reorganization

Plaintiff: CIMENTO TUPI S.A. EM RECUPERAÇÃO JUDICIAL

Court-Appointed Trustee: INOVA ADMINISTRAÇÃO JUDICIAL LTDA.

Interested Party: SIQUEIRA, BOTTREL, ALMEIDA AND SILVA ADVOGADOS ASSOCIADOS

I submit the completed case file to Judge Luiz Alberto Carvalho Alves on this day for Decision.

June 19, 2024

Decision

On pages 19.547/19.5499 of the Case File, the Company under reorganization requests the approval of the Court-Supervised Reorganization Plan provided on pages 18.739/19.299 (NEW PLAN). The Company under reorganization claims the New Plan has been tacitly and expressly approved by the creditors, given the absence of objections.

The Company under reorganization highlights that the content of the new Plan reflects the broad agreement reached with the majority of its creditors, who expressed their approval through the terms of adhesion, which the Company under reorganization now presents, namely: 100% of Class I creditors, 100 % of Class II creditors, per head and credit, and 67.74% per head and 83.49% per credits, in Class III.

The Company under reorganization understands that this adhesion is sufficient to prove the quorum was met under Articles 45 and 45-A of Law No. 11101/05, requesting exemption from the General Meeting of Creditors (AGC) scheduled for May 9, 2024 (on first call) and May 16, 2024 (on second call), according to arts. 39, 4th Paragraph, and 56-A 1st Paragraph, of the law mentioned above, with the consequent acknowledgment of the approval of the NEW PLAN, its confirmation by the Court and the granting of the Court-Supervised Reorganization.

On pages 20926/20930, the Court-Appointed Trustee states his non-objection to the requests presented by the Company under reorganization, requesting the notice of creditors, under Art. 56-A, 1st Paragraph, of Law 11101/05.

The opinion of the Public Prosecution Office on page 21004 provides no objection.

The Decision on pages 21.006/21.007 waived the general meeting and ordered the notification of creditors requesting them to file any objections within 10 (ten) days, replacing that term initially set under the terms of the introduction of Art. 55 of Law No. 11101/05.

José Roberto Vensan Maramaldo

Tradutor Público e Intérprete Comercial

Matriculado na Jucesp sob o no. 1092 no idioma inglês

Nomeado através da Portaria 68/2000 de 12/07/2000

Endereço: The Cityplex Osasco, Avenida Domingos Odália Filho, 301, SI R 2015, Osasco, SP, CEP 06010-067

Telefone para contato: (11) 3958-2260 com Robert Chanda, e-mail: chanda@bwoods.com.br

R.G.: 17.384.458 - SSP SP

C.P.F.: 181224968-30

C.C.M.: 2.845.542-8

WOODS
BRETTON WOODS

Certified Translation from English into Portuguese - Tradução Juramentada

Original document reference:

00122399620218190001

Translated Title:

00122399620218190001

TRANSLATION No.36

BOOK No.290

PAGE No.269

On pages 21362/21363, the Company under reorganization confirms its request for approval of the Court-Supervised Reorganization Plan, with the consequent granting of Court-Supervised Reorganization of Cimento Tupi, pointing out the inexistence of objections.

These are the facts. Case file examined.

I shall now decide the case.

Initially, I clarify that the Company under reorganization presented, on pages 21362/21389, the certificates required under Art. 57 of Law 11101/05, and demonstrated the Company is compliant with all its tax obligations.

As already mentioned in the Decision on pages 12930/12941, the reorganization procedure allows the businessman who is experiencing an economic-financial crisis, after presenting a justification for the crisis and all the accounting documentation to the court, demonstrating total transparency and good faith, to be awarded a decision granting the suspension of all their suits and executions, providing the debtor the opportunity to negotiate all of their liabilities with creditors by presenting a reorganization plan to be approved.

In this context, the Court is not liable for delving into the merits of the plan conditions, that is, the economic feasibility of the Plan or the clauses that govern available rights subject to the Principle of Autonomy of Will and the Principle of Freedom to Contract. This is otherwise the creditors' duty.

The Court must only control the legality in the strict sense. That is, it must verify any non-compliance with mandatory rules applicable to the Brazilian legal system.

In the case hereunder, the clauses provided for in the 3rd amendment of the Court-Supervised Reorganization Plan, reviewed by this court in the Decision on pages 12930/12941, subsequently annulled upon the ruling of Interlocutory Appeal No. 0054201-68.2022.8.19.0000, were not amended by the new version of the Court-Supervised Reorganization Plan on pages 18739/19299. Therefore, said clauses must be reviewed again, with particular attention to the appeals filed and decisions entered by the Court.

Clauses 3; 5.1 and 5.2 refer to restructuring measures and resources for paying creditors. Such clauses mention compliance with articles 60, 66, 140, 141 and 142 of Law 11101/2005. However, the Company under reorganization is authorized to sell personal and real estate assets, regardless of Court Authorization or new approval from bankruptcy creditors, as transcribed below:

(...) 3. REORGANIZATION MEASURES (...)

3.1 (b) Disposal and Encumbrance of assets: After the Court Approval of the Plan, as a means of raising funds for investment in its business, equipment, machinery and operations, as well as to fulfill the obligations undertaken under this Plan, Cimento Tupi may, through the corporate structure it deems most efficient and under Clause 5.1 of this Plan and Art. 60, 66, 140, 141 and 142 of the LRF law, sell and encumber personal and/or real estate assets, regardless of new approval by the Preliminary Creditors or the Court-Supervised Reorganization.

(c) Corporate Reorganization. After the Court Approval of the Plan, Cimento Tupi may, regardless of new approval from the Preliminary Creditors or the Court-Supervised Reorganization Court, carry out one or more corporate reorganization operations to enable full compliance with this Plan and obtain a more efficient and appropriate structure for the implementation of the proposals set out in this Plan, the continuity of its activities and the likely constitution and organization of UPIs for subsequent sale by Cimento Tupi, as well as any other corporate reorganization transactions, such as: spin-off, amalgamation, the merger of shares, merger and transformation, within its corporate group or third parties, under Art. 50 of the LRF, as long as they do not cause a Material Adverse Effect on Cimento Tupi. (...)

5. RESOURCES FOR PAYING CREDITORS

5.1. Disposal and Encumbrance of Assets. After the Court Approval of the Plan, as a means of raising funds, Cimento Tupi may, regardless of Court Authorization or new approval by the Preliminary Creditors, through the corporate structure it deems most efficient and under arts. 60, 66, 140, 141 and 142 of the LRF law, as applicable, sell and encumber personal and/or real

José Roberto Vensan Maramaldo

Tradutor Público e Intérprete Comercial

Matriculado na Jucesp sob o no. 1092 no idioma inglês

Nomeado através da Portaria 68/2000 de 12/07/2000

Endereço: The Cityplex Osasco, Avenida Domingos Odália Filho, 301, SI R 2015, Osasco, SP, CEP 06010-067

Telefone para contato: (11) 3958-2260 com Robert Chanda, e-mail: chanda@bwoods.com.br

R.G.: 17.384.458 - SSP SP

C.P.F.: 181224968-30

C.C.M.: 2.845.542-8

WOODS
BRETTON WOODS

Certified Translation from English into Portuguese - Tradução Juramentada

Original document reference:

00122399620218190001

Translated Title:

00122399620218190001

TRANSLATION No.36

BOOK No.290

PAGE No.270

estate assets, including equipment and machinery that is obsolete or whose operational capacity is compromised, surplus materials and scrap resulting from activities and operations of Cimento Tupi, as well as real estate assets comprising its non-current assets.(...)

Thus, since the new Court-Supervised Reorganization Plan does not individualize the assets that the Company may sell in the 3rd amendment, a Court Authorization is required for the sale and encumbrance of assets not included in its non-current assets.

Clause 5.2, in turn, does not provide for the exemption of Court Authorization, as transcribed below:

"(...) 5.2. Additional Financing. To obtain new funds to enable its activities and businesses and restructure its debts under the terms of this Plan, Cimento Tupi may seek, if necessary, in accordance with Art. 69-A and following of the LRF, new loans, financing operations or any type of credit, including through the issuance of new debt instruments, with or without guarantee, (a) in any amount up to the highest value between (i) R\$ 250,000,000.00 (two hundred and fifty million Reais), restated annually by the IPCA, or (ii) US\$ 50,000,000.00 (fifty million US Dollars), restated annually by the CPI, if the Net Debt Ratio and EBITDA of Cimento Tupi immediately before the respective transaction exceeds 4.5 to 1.0; (b) in any amount, if the Ratio between Net Debt and EBITDA of Cimento Tupi immediately before the respective transaction is less than or equal to 4.5 to 1.0; and (c) in any amount, at any time and without any limitation, for extension, novation, replacement or issuance in exchange for, or the net proceeds used for repayment, redemption, repurchase, refinancing or reimbursement, including through cancellation of existing loan or debt from Cimento Tupi.(...)"

Given the undeniable ambiguity in the clauses above, we must clarify that the sale of assets that are included in the non-current assets of the Company under reorganization are not detailed on an individual basis in the Court-Supervised Reorganization Plan or any corporate reorganization operation that entails the sale or encumbrance of such assets shall be subject to prior approval by the Reorganization Court, under articles 60, 66, 140 and 142 of Law 11101/05.

Clauses 6.2, 6.3 and 6.9, which refer to novation, cancellation of shares and discharge of obligations, provide as follows:

"(...) 6. EFFECTS OF THE PLAN

"(...) 6.2. Novation. The Court Approval of the Plan will imply novation of Credits, under Art. 59 of the LRF. The Credits will be paid in the manner established in this Plan. All obligations, contractual covenants, financial indexes, events of early maturity, fines, as well as other obligations and guarantees of any nature undertaken or provided by Cimento Tupi or for its benefit are extinguished (and/or amended, as provided in Clause 6.2 .1 below) by novation. The provisions are replaced, in all its terms (except when otherwise provided in this Plan, including in the event of an addition referred to in Clause 6.2.1 below), by the provisions of this Plan. Preliminary Creditors may only charge their respective Credits as established in this Plan. (...)

6.3. Cancellation of Shares. With the Court Approval of the Plan, Creditors will no longer be able to: (i) file or pursue any or all legal action or proceeding of any type related to any Credit against the Company under reorganization or its guarantors; (ii) enforce any judgment, court decision or arbitration award related to any Credit against the Company under reorganization, and its guarantors; (iii) levy execution upon any assets (including money) of the Company under reorganization, and those of its guarantors, for the discharge of its Credits, or carry out any other constrictive act against such assets; (iv) create, perfect or execute any real guarantee on the assets and rights of the Company under reorganization and its guarantors to ensure the payment of its Credits; (v) claim any right of set-off against any credit owed to the Company under reorganization; and (vi) pursue payment of its Credits by any other means. All likely executions and other ongoing legal measures against the Company under reorganization and its guarantors relating to the Credits will be terminated, and existing levies for execution and restrictions will be immediately released. (...)

6.9. Discharge. The settlements in the manner established in this Plan will automatically result in full, public, general, unchangeable and irrevocable discharge of any Competitive Credit (and possible Financial Charges that may be applicable), regardless of any additional formal act, proportional to the amount received and independent of any further formality, against the Company under reorganization and its guarantors, successors and assigns, including interest, monetary correction, penalties, fines and indemnities whether for primary or personal obligation, so that the Preliminary Creditors will not be

José Roberto Vensan Maramaldo

Tradutor Público e Intérprete Comercial

Matriculado na Jucesp sob o no. 1092 no idioma inglês

Nomeado através da Portaria 68/2000 de 12/07/2000

Endereço: The Cityplex Osasco, Avenida Domingos Odália Filho, 301, SI R 2015, Osasco, SP, CEP 06010-067

Telefone para contato: (11) 3958-2260 com Robert Chanda, e-mail: chanda@bwoods.com.br

R.G.: 17.384.458 - SSP SP

C.P.F.: 181224968-30

C.C.M.: 2.845.542-8

WOODS
BRETTON WOODS

Certified Translation from English into Portuguese - Tradução Juramentada

Original document reference:

00122399620218190001

Translated Title:

00122399620218190001

TRANSLATION No.36

BOOK No.290

PAGE No.271

entitled to claim anything against the Company under reorganization and its guarantors, successors and assigns concerning the Preliminary Credits, at any time, in court or out of court.(...)

Regarding the matter, Justice Luiz Felipe Salomão ruled as follows in his opinion provided in Case REsp 1.333.349/SP: (...) Therefore, although the Court-Supervised Reorganization Plan provides for novation of the debts submitted to it, the real or personal guarantees are preserved. Such a circumstance allows the creditor to exercise their rights against third-party guarantors and requires the maintenance of actions and executions secured against guarantors or co-obligors. (...)

The theme is provided in Precedent 581 of the STJ, as transcribed below: The Court-Supervised Reorganization of the primary debtor does not prevent the continuation of actions and executions filed against jointly and severally third-party debtors or co-obligors in general, by exchange, real or personal guarantee.

Based on this understanding, this court judged clauses 6.2 and 6.3 as null and void, when deciding on the 3rd amendment to the Court-Supervised Reorganization Plan. However, the Second Section of the Superior Court of Justice defined that the provision in the Court-Supervised Reorganization Plan approved regarding the suppression of real and personal guarantees is valid, pointing out, however, that the clause has no effects concerning absent creditors, who have abstained from voting or who took a stand against said provision.

The excerpt of the ruling is transcribed below:

COURT-SUPERVISED. REORGANIZATION PLAN. NOVATION. EXTENSION. CO-OBLIGORS. UNLIKELIHOOD. GUARANTEES. SUPPRESSION OR REPLACEMENT. CONSENT. CREDITOR. REQUIREMENT. [...] 2. The controversy is limited to whether the clause in the Court-Supervised Reorganization Plan that suppresses real and personal guarantees can affect creditors who have not manifested their express agreement with the approval of the Plan. 3. The clause that extends novation to co-obligors is legitimate and enforceable only against creditors who approved the reorganization plan without any restrictions. The clause is not effective concerning creditors who did not attend the general meeting, or those who abstained from voting or took a stand against such provision. 4. The consent of the security interest holder is essential if the Court-Supervised Reorganization Plan provides for its suppression or replacement. 5. Special appeal filed by Tonon Bionergia SA, Tonon Holding S.A. and Tonon Luxembourg S.A. not granted. Special appeal filed by CCB BRASIL - China Construction Bank (Brazil) Banco Múltiplo dismissed. (REsp No. 1.794.209/SP, Rapporteur Justice Ricardo Villas Bôas Cueva, Second Section, judged on 5/12/2021, DJe of 6/29/2021.)

INTERNAL APPEAL. SPECIAL APPEAL. INTERLOCUTORY APPEAL. COURT-SUPERVISED REORGANIZATION PLAN. NOVATION. EXTENSION. GUARANTEES. SUPPRESSION OR REPLACEMENT. CREDITOR. EXPRESS CONSENT. PRECEDENTS 83 and 581/STJ. INNOVATION. UNLIKELIHOOD. 1. The controversy is limited to defining whether the clause in the Court-Supervised Reorganization Plan that suppresses real and personal guarantees can affect creditors who have not granted their approval to the Plan. 2. The clause that extends novation to co-obligors is legitimate and enforceable only against creditors who approved the reorganization plan without any restrictions, and is not effective concerning creditors absent from the general meeting, or those who abstained from voting or

to those who were against this provision. 3. The consent of the holder of the security interest is essential if the Court-Supervised Reorganization Plan provides for the suppression or replacement of security interests. 4. The matter was decided within the scope of the Second Section with the judgment of REsp 1.794.209/SP (Rapporteur Justice Ricardo Villas Bôas Cueva, majority opinion, DJe of 6.29.2021), which overruled precedents in a different sense. [...] 6. Appeal dismissed. (AgInt in EDcl in REsp n. 1.949.443/MT, Rapporteur Justice Maria Isabel Gallotti, Fourth Panel, judged on 8/28/2023, DJe of 8/31/2023.).

Therefore, the provisions of clauses 6.2 and 6.3 should be applicable only to creditors who have expressly agreed, per the understanding in the STJ precedent mentioned above.

As for clause 6.9, this is applicable when referring to the settlement of credits based on payment made under the Court-Supervised Reorganization Plan. Indeed, after settling the primary obligation, those ancillary obligations will also be automatically paid off concerning the co-obligors.

José Roberto Vensan Maramaldo

Tradutor Público e Intérprete Comercial

Matriculado na Jucesp sob o no. 1092 no idioma inglês

Nomeado através da Portaria 68/2000 de 12/07/2000

Endereço: The Cityplex Osasco, Avenida Domingos Odália Filho, 301, SI R 2015, Osasco, SP, CEP 06010-067

Telefone para contato: (11) 3958-2260 com Robert Chanda, e-mail: chanda@bwoods.com.br

R.G.: 17.384.458 - SSP SP

C.P.F.: 181224968-30

C.C.M.: 2.845.542-8

WOODS
BRETTON WOODS

Certified Translation from English into Portuguese - Tradução Juramentada

Original document reference:

00122399620218190001

Translated Title:

00122399620218190001

TRANSLATION No.36

BOOK No.290

PAGE No.272

Clause 6.7 refers to non-compliance with the Plan, as transcribed below:

"6. EFFECTS OF THE PLAN

(...)6.7. Non-compliance with the Plan. For this Plan, any non-compliance with any obligation provided for therein will only occur if the Company under reorganization fails to remedy the alleged non-compliance within a period of up to 30 (thirty) calendar days from receipt of notification sent by the affected party in this regard. In this case, the Company under reorganization will request the Court-Supervised Reorganization, within a period of up to 5 (five) Business Days counting from the expiry of 30 (thirty) calendar days referred to above, that a General Meeting of Creditors be called, held within 30 (thirty) calendar days from the call, for resolution on the most appropriate measure to remedy the non-compliance, or even amend this Plan, if necessary. It provides that, in case of non-compliance with the Plan, the Company under reorganization may request the court to call a new General Meeting of Creditors (AGC) to decide on the most appropriate measure to remedy the non-compliance.(...)

However, as mentioned in the Decision on pages 12930/12941, 1st Paragraph of article 61 with item IV of article 73, both of Law 11101/05, it determined the conversion of the Court-Supervised Reorganization into bankruptcy proceedings in the event of non-compliance with any obligation provided for in the PRJ, during a period of 02 (two) years from the date of granting of the reorganization proceeding.

Subparagraph 'g' of item III of article 94 of the above law states, "Art. 94. The debtor will be declared bankrupt if: (...)

III – they perform any of the following acts, unless said acts are part of a Court-Supervised Reorganization Plan:

(...) g) they fail to comply with the obligation assumed in the Court-Supervised Reorganization Plan within the established period. (...)

Thus, any failure to comply with the obligations undertaken by the Company under reorganization does not allow it to call a new General Meeting of Creditors to decide on the most appropriate measure to remedy or supply it, but rather, this leads to the conversion of the Court-Supervised Reorganization into bankruptcy proceeding or allow any creditor to request a specific performance of an action or bankruptcy, and, therefore, is void.

Therefore: INTERLOCUTORY APPEAL. COURT-SUPERVISED REORGANIZATION PROCEDURE. APPROVAL OF THE OSX GROUP'S REORGANIZATION PLANS, PASSED AT THE GENERAL MEETING OF CREDITORS ON 12/17/2014. PRJ CLAUSES OF OSX CONSTRUÇÃO NAVAL S/A. WHICH PROVIDE FOR THE RENEWAL OF THE INITIAL TERM OF 25 (TWENTY-FIVE) YEARS FOR THE SETTLEMENT OF THE CREDIT OF NON-FINANCING UNSECURED CREDITORS, FOR THE EQUAL PERIOD, AND THE PRIOR CALL OF THE GENERAL MEETING OF CREDITORS IN THE EVENT OF NON-COMPLIANCE WITH THE REORGANIZATION PLAN, AVOIDING THE CONVERSION OF THE COURT-SUPERVISED REORGANIZATION INTO A BANKRUPTCY PROCEEDING. DISAGREEMENT OF CREDITOR COMPANY. SOVEREIGNTY OF THE DECISION OF THE MEETING REGARDING THE ECONOMIC AND FINANCIAL FEASIBILITY OF THE REORGANIZATION PLAN. JURISDICTIONAL CONTROL OF THE LEGALITY OF AGREED CLAUSES, WHICH ARE SUBJECT TO THE VALIDITY REQUIREMENTS OF LEGAL ACTS IN GENERAL. CASELAW IN THEORY OF THE SUPERIOR COURT OF JUSTICE (EDITION No. 37). ABSENCE OF ILLEGALITY OF THE RENEWAL PERIOD BASED ON ART. 50, I, OF NATIONAL FEDERAL LAW No. 11101/2005. ITS APPLICABILITY DEPENDS ON AN UNCERTAIN FACTOR, WHICH IS THE GENERATION OF SUFFICIENT REVENUE RESULTING FROM THE EXTRACTION OF OIL, BY THE APPELLEES, IN PORTO AÇU. MERE POTESTATIVE CONDITION (SI VOLAM) NOT SET. INAPPLICABILITY OF ART. 122 OF THE CIVIL CODE. EXISTENCE OF A CLAUSE IN THE REORGANIZATION PLAN THAT PROVIDES FOR THE FUTURE AND LIKELY SALE OF ASSETS OF COMPANY UNDER REORGANIZATIONS IN ADVANCE OF THE PAYMENT OF NON-FINANCING UNSECURED CREDITORS. PENDING FACT THAT CANNOT BE CONFUSED WITH THE WILLFUL DETERMINATION ITSELF. FAILURE TO COMPLY WITH ANY OBLIGATION CONTAINED IN THE PRJ WHICH CAUSES THE COURT-SUPERVISED REORGANIZATION TO BE CONVERSION OF THE CASE INTO A BANKRUPTCY PROCEEDING. RATIONALE OF ART. 61, 1ST PARAGRAPH, C/C ART. 73, IV, OF NATIONAL FEDERAL LAW No. 11101/2005. NO REQUIREMENT OF PRIOR CALL OF THE GENERAL MEETING OF CREDITORS FOR RESOLUTION. COMPLIANCE WITH ARTS. 94, III, 'G', AND 62, OF THE SAME APPLICABLE LAW. REITERATED CASELAW OF THE COURT OF JUSTICE OF THE STATE OF SÃO PAULO. PRINCIPLE OF PRESERVATION OF THE COMPANY (ART. 47 OF NATIONAL FEDERAL LAW No. 11101/2005) WHICH IS NOT ABLE TO JUSTIFY, IN A BROAD, ABSTRACT AND UNLIMITED MANNER, THE MAINTENANCE OF THE COMPANY UNDER REORGANIZATION THAT DOES NOT FULFILL THE OBLIGATIONS UNDERTAKEN IN THE REORGANIZATION PLAN THAT HAS BEEN

José Roberto Vensan Maramaldo

Tradutor Público e Intérprete Comercial

Matriculado na Jucesp sob o no. 1092 no idioma inglês

Nomeado através da Portaria 68/2000 de 12/07/2000

Endereço: The Cityplex Osasco, Avenida Domingos Odália Filho, 301, SI R 2015, Osasco, SP, CEP 06010-067

Telefone para contato: (11) 3958-2260 com Robert Chanda, e-mail: chanda@bwoods.com.br

R.G.: 17.384.458 - SSP SP

C.P.F.: 181224968-30

C.C.M.: 2.845.542-8

WOODS
BRETTON WOODS

Certified Translation from English into Portuguese - Tradução Juramentada

Original document reference:

00122399620218190001

Translated Title:

00122399620218190001

TRANSLATION No.36

BOOK No.290

PAGE No.273

APPROVED. NO APPLICATION OF ART. 397 OF THE CIVIL CODE. ESTABLISHMENT OF MORA EX RE AND EX PERSONA WHICH DOES NOT PREVAIL BEFORE THE SPECIAL LEGISLATION THAT REGULATES THE COURT-SUPERVISED REORGANIZATION PROCEDURE. NULLITY OF THE CLAUSE REFERRING TO THE SUBMISSION OF THE CONVERSION OF THE COURT-SUPERVISED REORGANIZATION INTO A BANKRUPTCY PROCEEDING TO THE PRIOR CALL AND RESOLUTION OF THE GENERAL MEETING OF CREDITORS. APPEAL ACCEPTED AND PARTIALLY GRANTED. (0005261- 19.2015.8.19.0000 – INTERLOCUTORY APPEAL. Associate Justice GILBERTO CAMPISTA GUARINO - Judgment: 12/02/2015 - FOURTEENTH CIVIL CHAMBER).

Thus, I partially approve the new Court-Supervised Reorganization Plan on pages 18739/19299. Said Plan has been approved by the majority of creditors through an adhesion agreement, highlighting that the sale of assets comprising the non-current assets of the Company under reorganization not individualized in the Court-Supervised Reorganization Plan or the carrying out of any corporate reorganization operation that entails the sale or encumbrance of such assets, will be subject to prior approval by the Reorganization Court. The provisions of clauses 6.2 and 6.3 only apply to creditors who expressly agreed to the Plan, under the STJ opinion on the matter; and I hereby declare clause 6.7 null and void.

The Claimant will remain in Court-Supervised Reorganization status until the fulfillment of all obligations set out in the Plan that fall due within the first 2 (two) years after this date (art. 61 of Law no. 11101/05).

After the legal period has elapsed with the fulfillment of the obligations, the Claimant must request the dismissal of this case for all legal purposes. After that, the reorganization plan shall continue as a judicial executive title for the likely filing of specific execution or bankruptcy petition (art. 62 of Law no. 11101/05).

While the Claimant remains under a Court-Supervised Reorganization status, the Claimant must continue filing their monthly financial statements in court and the documents requested by the Court-Appointed Trustee to prepare a monthly economic report on

their activities and compliance with the Plan.

Creditors must observe the rules and payment deadlines set out in the Plan. The Company under reorganization is responsible for publishing the notice in a newspaper of wide circulation to provide broad knowledge of the approval.

Publish and notify the parties.

Notify the Public Prosecution Office.

Rio de Janeiro, June 25, 2024.

Luiz Alberto Carvalho Alves – Full Judge

Case file received from Judge Luiz Alberto Carvalho Alves

On / /

Authentication code: 4G28.LRLU.19CK.7AY3

You can check this code at: www.tjrj.jus.br – Services – Document validation

José Roberto Vensan Maramaldo

Tradutor Público e Intérprete Comercial

Matriculado na Jucesp sob o no. 1092 no idioma inglês

Nomeado através da Portaria 68/2000 de 12/07/2000

Endereço: The Cityplex Osasco, Avenida Domingos Odália Filho, 301, SI R 2015, Osasco, SP, CEP 06010-067

Telefone para contato: (11) 3958-2260 com Robert Chanda, e-mail: chanda@bwoods.com.br

R.G.: 17.384.458 - SSP SP

C.P.F.: 181224968-30

C.C.M.: 2.845.542-8

WOODS
BRETTON WOODS

Certified Translation from English into Portuguese - Tradução Juramentada

Original document reference:

00122399620218190001

Translated Title:

00122399620218190001

TRANSLATION No.36

BOOK No.290

PAGE No.274

DIGITALLY SIGNED

LUIZ ALBERTO CARVALHO ALVES: 16596

Signed on 06/25/2024 18:29:23

Location: TJ-RJ

This is what was to be translated on the original document, according to my best understanding, which amounted to 7 electronic page equivalents which I have reviewed, found true and correct, and sign below:

Emoluments: R\$ 321.37

Receipt Book No.:02

São Paulo, June 28, 2024

Receipt No. 2866

José Roberto Vensan Maramaldo

José Roberto Vensan Maramaldo

Tradutor Público e Intérprete Comercial

Matriculado na Jucesp sob o no. 1092 no idioma inglês

Nomeado através da Portaria 68/2000 de 12/07/2000

Endereço: The Cityplex Osasco, Avenida Domingos Odália Filho, 301, SI R 2015, Osasco, SP, CEP 06010-067

Telefone para contato: (11) 3958-2260 com Robert Chanda, e-mail: chanda@bwoods.com.br

R.G.: 17.384.458 - SSP SP

C.P.F.: 181224968-30

C.C.M.: 2.845.542-8

WOODS
BRETTON WOODS