

Certified Translation from Portuguese into English

Tradução Juramentada

Original document reference:

CIMENTO TUPI S.A. - PLANO RECUPERAÇÃO JUDICIAL

Título traduzido:

CIMENTO TUPI S.A. - JUDICIAL RECOVERY PLAN

TRANSLATION No.30

BOOK No.202

PAGE No.303



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:

JUDICIAL RECOVERY PLAN

OF

CIMENTO TUPI S.A.

—UNDER JUDICIAL REORGANIZATION

OCTOBER 13, 2021

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

R.G.: 17.384.458 - SSP SP

C.P.F.: 181224968-30

C.C.M.: 2.845.542-8

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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

**Judicial recovery plan of
Cimento Tupi S.A. - Under Judicial Recovery**

Cimento Tupi S.A. - Under Judicial Recovery, Corporation enrolled with the CNPJ/ME under the No. 33.039.223/0001-11, with address at Avenida das Américas, nº 500, Block 12, suites 205 and 206, Barra da Tijuca, Zip Code 22.640-100, in the City and State of Rio de Janeiro, hereinafter referred to as “Cimento Tupi” or “Debtor”, pursuant to art. 53 of Law No. 11.101/2005, presents this judicial recovery plan in the records of the judicial recovery proceeding No. 0012239-96.2021.8.19.0001, in progress before the 3rd Business Court of the District of the Capital of the State of Rio de Janeiro, which contains the following terms and conditions:

1. Definitions and Interpretation Rules

1.1. Definitions. The terms and expressions in capital letters used in this Plan will have the meanings assigned thereto in Exhibit 1.1.

1.2. Interpretation Rules.

1.2.1. The Plan shall be read and construed according to the rules set out in its exhibits and in this section 1.2.

1.2.2. The headings and titles of the sections of this Plan are for reference purposes only and will not limit or affect the meaning of the sections, paragraphs or items to which they apply.

1.2.3. Whenever required by the context, the definitions contained herein shall include both the singular and the plural formats and any reference to a male gender shall include the female gender and vice-versa.

1.2.4. Except when otherwise expressly provided in this Plan, the exhibits and documents mentioned in this Plan are part of the Plan for all legal purposes and their content is binding. References to any document or other instruments include all of their amendments, replacements and restatements and the respective supplementation thereto, except as expressly otherwise set forth herein.

1.2.5. Except when otherwise expressly provided in this Plan, references to chapters, sections, items or exhibits apply to chapters, sections, items and exhibits to this Plan.

1.2.6. The use of the terms “inclusive”, “including” and other similar terms in this Plan followed

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by any generic statement, term or matter shall not construed in such a way as to limit such statement, term or matter to specific items or matters inserted immediately after such word – as well as to similar items or matters – and shall, on the contrary, be considered as a reference to all other items or matters that could reasonably be included in the broadest possible scope of such statement, term or matter, and such terms will always be read as if they were accompanied by the expression “as an example”.

1.2.7. References to legal provisions and Laws shall be construed as references to such provisions or Laws as in force on such date or on a date that is specifically determined by the context.

1.2.8. All terms provided for in this Plan will be considered provided for in art. 132 of the Brazilian Civil Code, that is, excluding the start day and including the maturity day. Any terms of this Plan (whether considered in Business Days or not) whose deadline falls on a day other than a Business Day, will be automatically extended to the next Business Day.

1.2.9. Except when otherwise expressly provided in this Plan: (a) in the event of conflict between the sections of this Plan, the section containing a specific provision will prevail over the one containing generic provisions; (b) in the event of a conflict between the provisions of the exhibits and/or documents mentioned in this Plan and the provisions of this Plan, the Plan will prevail; and (c) in the event of a conflict between the provisions of this Plan and the obligations set out in any agreements entered into by Debtor prior to the Request Date, the Plan will prevail.

2. GENERAL CONSIDERATIONS

2.1. History of Cimento Tupi and its operations. Founded in 1949, Cimento Tupi – at the time known as the Companhia de Cimento Vale do Paraíba – has been producing cement and its derivatives for the past 70 (seventy) years, being a reference for its pioneering spirit when it launched, in Brazil, the first cement with the addition of slag basic blast furnace granulate, a material that, at the time, was discarded by the steel industry.

Cimento Tupi started production at a unit located in Volta Redonda and, in 1971, expanded this industrial complex with the installation of a second furnace for the production of clinker, in addition to other equipment for grinding.

The improvements implemented in the industrial structure of Cimento Tupi made the installed capacity of the plant reach, at that time, 600.000 (six hundred thousand) tons of cement per year.

In 1972, it changed its name to Cimento Tupi and in 1976 it opened the new plant Pedra do Sino in Carandaí – MG, in addition to building a distribution terminal in Mogi das Cruzes, which, in 1998 was

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converted into a plant for mixing, bagging and distribution of cement to serve the market of greater São Paulo. In addition, in the 1970's, Cimento Tupi started operations at cement terminals in Rio de Janeiro and Juiz de Fora – MG.

Years later, Cimento Tupi carried out a study to expand the production capacity of clinker and cement at the plant in Carandaí, having even replaced its furnace, which made it possible to increase its cement production capacity to 1.1 million tons per year. In 1997, a second cement mill went into operation at that plant, once again expanding the company's production capacity, this time to 1.5 million tons of cement per year.

Due to its manufacturing process, the plant in Carandaí was awarded with ISO 9001 certification, version 2000. In 2013, the nominal production capacity increased from 3.000 tons to 6.500 tons per day after Cimento Tupi started clinker production in the 2nd production line of the plant in Carandaí.

Currently, Cimento Tupi has an installed capacity of 3.4 million tons of cement per year, with a plant located in the city of Carandaí, Minas Gerais, a milling unit in Volta Redonda – RJ and a bagging and distribution unit in Mogi das Cruzes – SP.

Cimento Tupi also produces Portland Cement Compound, controlling the process from the deposit of raw material to shipping to the consumer market, which is mainly located in the southeast region.

Finally, it is worth mentioning that Cimento Tupi directly employs approximately 550 (five hundred and fifty) people and generates approximately 1.700 (one thousand and seven hundred) indirect jobs, which represents a payroll of practically R\$ 40,000,000.00 (forty million Reais) annually, thus exercising a very relevant social role in the places where it operates.

2.2. Reason for the Crisis. As widely exposed in the initial petition for the Judicial Recovery request, Cimento Tupi faces the direct consequences of a series of adverse events related to the market in which it operates and which, added to the deterioration of the country's economic scenario, to the deepening of the notorious economic crisis, the uncertainty regarding the resumption of growth in the Brazilian economy and the intense difficulty in obtaining credit, drastically altered its economic and financial situation.

One of the factors that severely affected Cimento Tupi's activities was the strong depreciation of the Real against the North-American Dollar. This is because, in order to maintain its competitiveness, following the movement of its competitors, who were also seeking to increase their cement production capacities and, in time and in a way, to serve its vast clientele, Cimento Tupi decided to expand the Carandaí plant and, therefore, it resorted to a long-term credit line in foreign currency (issuance of Notes and financing

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taken with the Agricultural Bank of China).

After studies of evaluation of the best cost to raise funds in order to implement the duplication works of the production line at Carandaí plant, Cimento Tupi decided to issue Notes abroad, in the amount of US\$ 100,000,000.00 (one hundred million Dollars). Later, Cimento Tupi carried out a supplementary issuance in the amount of US\$ 50,000,000.00 (fifty million Dollars) and, finally, an additional issuance of US\$ 35,000,000.00 (thirty-five million Dollars), totaling a debt with these international creditors in the total amount of US\$ 185,000,000.00 (one hundred eighty-five million Dollars).

In addition, Cimento Tupi raised additional financings for expanding Carandaí plant. It entered into a Facility Agreement in the amount of US\$ 25,500,000.00 (twenty-five million and five hundred Dollars) with the Agricultural Bank of China, in order to finance part of the equipment imported from China for the second production line at Carandaí plant and the contracting of an insurance policy with CHINA EXPORT & CREDIT INSURANCE CORPORATION (SINOSURE), an institution that took over the financing after its full assignment by the original creditor on December 2017.

The depreciation of the Real against the Dollar, added to the financial difficulties faced by suppliers and changes in the original project, ended up increasing the initial budget for the expansion of the plant by more than R\$ 170.000.000,00 (one hundred and seventy million Reais). Such circumstances forced Cimento Tupi to resort to new financing lines.

Despite the new unit having expanded Cimento Tupi's market share, the sudden change in the economic scenario, with a strong reduction in the growth of civil construction, drastically reduced the demand for cement, adversely impacting companies in the sector. The unexpected change was even worse for Cimento Tupi due to the skyrocketing of the North-American Dollar against the Real, contributing to the significant increase of the company's indebtedness.

In view of these circumstances, Cimento Tupi was unable to meet its obligations when due, culminating in the request for Judicial Recovery.

2.3. Economic-Financial and Operational Feasibility of Cimento Tupi. Notwithstanding the events and factors described in Section 2.2 that culminated with the request for Judicial Recovery by Cimento Tupi, the current financial situation is temporary and momentary, with Cimento Tupi having all the conditions to reverse it.

The activities carried out by Cimento Tupi are profitable and viable, given the positive prospects for the market from now on. On January 2021, cement sales in the national market grew by 10.1% (ten point one percent) compared to January 2020, while such growth in the market in the Southeast region was 13.3%

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(thirteen point three percent) in the same comparison period.

In addition, Carandaí industrial complex, added to Volta Redonda and Mogi das Cruzes units, are sufficient for Cimento Tupi to have a production capacity of 3.4 million tons of cement per year.

It is important to highlight that Cimento Tupi was already undergoing a deep operational restructuring, adjusting its operations, improving activities and reducing costs, including negotiating with its creditors (including those holding Secured Credits), even before the Request Date.⁽¹⁾

(1) As an example of the measures implemented by Cimento Tupi, we highlight the creation of the CSC (shared services center) at the Pedra do Sino plant in 2014, which enabled the capture of synergy between the areas and brought efficiency to processes and reduced fixed costs, the stoppage of operating activities at the plant located in Volta Redonda on March 2015 due to the downturn of the cement market, and, later in 2017, the stoppage of clinker production line 1 at the Pedra do Sino plant. In addition, in 2016, Cimento Tupi's headquarters had to be relocated to a smaller office and a lower cost location in Rio de Janeiro.

The current financial crisis will be overcome in view of the relevant economic potential of Cimento Tupi and the value of its assets, taking into account as much as possible and reasonably the interests and rights of its creditors, enabling the preservation of its economic and business activity and, consequently, the maintenance of the production source and jobs, and aiming at the promotion of the company's social role and economic activity, purposes expressly stated in the Brazilian Bankruptcy Law – LFR.

The feasibility of the Plan and the measures provided for in it for the recovery of Cimento Tupi is confirmed by the Report, pursuant to article 53, items II and III, of the LFR, which appears in Exhibit 2.3 to this Plan.

3. RECOVERY MEASURES

3.1. Overview. Cimento Tupi proposes the adoption of the measures listed below as a way to overcome its current and momentary economic and financial crisis, which are detailed in the specific sections of this Plan, pursuant to the LFR and other applicable Laws:

(a) **Restructuring the Credits:** Restructuring the Credits, adapting them to its payment capacity, by changing the term, charges and payment method, pursuant to Section 4.

(b) **Disposal and Encumbrance of Property:** After the Legal Confirmation of the Plan, as a means of raising funds for investment in its business, equipment, machinery and operations, as well as for the fulfillment of the obligations assumed hereunder, Cimento Tupi may, through the corporate structure it deems most efficient and pursuant to Section 5.1 of this Plan and art. 60, 66, 140, 141 and 142 of the LFR, carry out the disposal and encumbrance of movable and/or immovable property, regardless of new approval by the Pre-Bankruptcy Creditors or the Judicial Recovery Court.

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(c) **Corporate Reorganization.** After the Legal Confirmation of the Plan, Cimento Tupi may, regardless of new approval by the Pre-Bankruptcy Creditors or the Judicial Recovery Court, carry out one or more Corporate Reorganization operations, to enable full compliance with this Plan and with a view to obtaining a more efficient and adequate structure for the implementation of the proposals provided for in this Plan, the continuity of its activities and the possible constitution and organization of UPIs for subsequent disposal by Cimento Tupi, as well as any other Corporate Reorganization operations, such as: spin-off, incorporation, incorporation of shares, merger and transformation, within its corporate group or with third parties, pursuant to art. 50 of the LFR, provided that they do not cause a Material Adverse Effect on Cimento Tupi.

(d) **Maintenance and Development of Further Activities:** In view of the provisions of Sections 2.1 and 2.3 above on Cimento Tupi operations and their corresponding relevance for its economic, financial and operational feasibility, Cimento Tupi will maintain the activities it currently develops directly or indirectly through its subsidiaries, and will always seek better efficiency in its operations.

(e) **New Funds:** Cimento Tupi may also prospect and adopt measures, including during the Judicial Recovery, to obtain new funds under Section 5.2, through the raising of new loans, financing operations or any type of credit, including through the underwriting of new debt instruments, whether secured or not, to be approved under this Plan and its bylaws and provided that the provisions of this Plan and arts. 67, 84 and 149 of the LFR are met as well as the arts. 66 and 69-A of the LFR, as applicable. New funds raised in the capital market will not be subject to the bankruptcy rules for the purposes of the provisions of the LFR.

3.1.1. Without prejudice to the provisions of Section 3.1 and its sub-items, Debtor may, in due course, evaluate the possibility and convenience of adopting any other means of recovery provided for in art. 50 and items of the LFR, provided they are submitted to creditors as provided in Section 6.6.

4. RESTRUCTURING THE CREDITS

4.1. Labor Credits. Subject to the provisions of the sub-Sections below, the Labor Credits, according to the amounts indicated in the List of Creditors of the Judicial Administrator, will be paid in full to the respective Labor Creditors, in national currency, as described below:

4.1.1. The Labor Credits, up to the limit of 150 (one hundred and fifty) minimum wages in force on the date of the Legal Confirmation of the Plan, will be adjusted, to the lowest frequency permitted by Law, by the IPCA from the Legal Confirmation of the Plan until the date of effective payment and will be paid – deducting the respective legal charges – to the respective Labor Creditors in 12 (twelve) monthly installments, as follows: (i) one installment, in the amount up to R\$ 15.000,00 (fifteen thousand Reais),

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to be paid within 30 (thirty) days as of the Legal Confirmation of the Plan and (ii) the remaining balance of the respective Labor Credits, subject to the limit provided for in this Section 4.1.1, to be paid in 11 (eleven) equal and successive monthly installments, the first installment being due 30 (thirty) days after the payment of the installment described in item (i) and the others on the same day of the subsequent months, subject, in any case of items (i) and (ii), to the limit of the respective amount of the Labor Credits held by the Labor Creditors concerned.

4.1.2. The amount of Labor Credits owned by each Labor Creditor that exceeds the limit of 150 (one hundred and fifty minimum wages) provided for in Section 4.1.1. above (“Excess Labor Credits”) will be paid as described below

4.1.2.1. **Grace Period of the Principal:** Grace period for repayment of the principal of the Excess Labor Credits of 48 (forty-eight) months, considered from the Legal Confirmation of the Plan.

4.1.2.2. **Payment of Principal:** The principal amount of Excess Labor Credits held by each Labor Creditor will be paid in 16 (sixteen) successive annual installments, the first being due on the 5th (fifth) Business Day of the 60th (sixtieth) month of the Legal Confirmation of the Plan and the other installments on the same day every 12 (twelve) months from the first payment, according to percentages of the principal amount described in the progressive table below, plus capitalized interest (as per Section 4.1.2.6 below):

Years	Installments	Percentage of the amount to be amortized per
0 to 4 th	-	0.0%
5 th	1 st	2.0%
6 th	2 nd	2.0%
7 th	3 rd	2.0%
8 th	4 th	3.0%
9 th	5 th	3.0%
10 th	6 th	4.0%
11 th	7 th	4.0%
12 th	8 th	5.0%
13 th	9 th	6.0%
14 th	10 th	7.0%
15 th	11 th	8.0%
16 th	12 th	9.0%
17 th	13 th	10.0%
18 th	14 th	10.0%

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19 th	15 th	12.5%
20 th	16 th	12.5%

4.1.2.3. Monetary Restatement: Excess Labor Credits will be restated, at the lowest frequency allowed by Law, by the IPCA from the Legal Confirmation of the Plan until the date of the effective payment.

4.1.2.4. Interest: Interest of 0.5% (zero point five percent) per year.

4.1.2.5. Grace Period of the Interest: Interest levied on the 48 (forty-eight) months considered from the Legal Confirmation of the Plan will not be paid in this period, being capitalized annually to the principal amount of Excess Labor Credits.

4.1.2.6. Payment of Interest: After the grace period of interest described above, interest on the new principal amount of Excess Labor Credits (after the capitalization provided for in Section 4.1.2.5 above) will be accrued annually and will be paid together with the installments of repayment of the new principal amount of the Excess Labor Credits.

4.2. 4.2. Secured Credits. The Credits held by Secured Creditors will not be impacted and restructured within the terms of this Plan and the respective payment conditions will remain identical to the ones currently existing and originally contracted with Cimento Tupi.

4.3. Unsecured Credits.

4.3.1. Restructuring the Class III Credits. Except as otherwise provided herein and in the Section 4.3.1.1 below, each Class III Unsecured Creditor may opt, pursuant to Section 4.4 or 4.4.3 of this Plan, as applicable, at its discretion, to have all or, in the case of Qualified Class III Creditors, the remaining balance after the payment provided in Section 4.3.1.1 and subsections below, of its respective Class III Credits restructured through one of the options provided for in Sections 4.3.1.2 to 4.3.1.5 below, without the possibility of voluntarily dividing the credit amount or, in the case of the Qualified Class III Creditors, the remaining balance of the respective credit, between said options and observing the respective Credit limits indicated in the List of Creditors of the Judicial Administrator:

4.3.1.1. Overall Payment of Class III Credits in Foreign Currency: The Class III Unsecured Creditors holding Class III Credits in US Dollar who are also holders of Senior Unsecured Notes who have started the individualization of their respective Class III Credits before the Recovery Court (“**Secured Class III Creditors**”) will have their respective Class III Credits in the amount of up to US\$ 3,750,000.00 (three million, seven hundred and fifty

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thousand US Dollars) (“**Individual Limit for Overall Payment**”) paid according to the terms of this Section 4.3.1.1 and its subsections below, also taking into account the maximum and the total amounts of US\$ 40,000,000.00 (forty million US Dollars) in Class III Credits in US Dollar to be paid under the terms of this Section 4.3.1.1 and its subsections below (“**Total Limit for Overall Payment**”):

4.3.1.1.1 The Class III Unsecured Creditors holding Senior Unsecured Note who have not started with the individualization of their respective Class III Credits before the Recovery Court will be provided with more fifteen (15) days after the Plan Approval to proceed with it under the terms of the Exhibit 4.3.1.1.1. If they do so, they will be deemed as Secured Class III Creditors for the purposes of this Section 4.3.1.1.

4.3.1.1.2 Payment Proportion. If the sum of the Class III Credits in US Dollar held by the Secured Class III Creditors limited to the amount of US\$ 3,750,000.00 (three million, seven hundred and fifty thousand US Dollars) for each Class III Secured Creditor (“**Total of Class III Credits Considered**”) is higher than the Total Limit for Overall Payment, the Class III Secured Creditors will have (i) a portion of their Class III Credits in US Dollars paid according to the terms of the Section 4.3.1.1 and its subsections based on the exact proportion of the Total Limit for Overall Payment for the Total of Class III Credits Considered (“**Payment Proportion**”), in any case considering the Total Limit for Overall Payment; and (ii) the remaining balances of their Class III Credits paid under the terms of any reorganization options provided in Sections 4.3.1.2 to 4.3.1.5 hereof as chosen by the respective Class III Secured Creditors under the terms of Section 4.3.1.1.4. For purposes of clarification and to exemplify it, the Payment Proportion will be calculated as follows:

(A) Total Class III Credits Considered (as defined above) = US\$ 42 million

(B) Total Limit for Overall Payment (as defined above) = US\$ 40 million

Payment Proportion = (B) / (A) = 95.23%

4.3.1.1.3. First Installment Payment: Cimento Tupi shall pay the Class III Secured Creditors the amount equivalent to 20% (twenty per cent) of the Total Limit for Overall Payment within 30 (thirty) days as of the Recognition of the Plan in Chapter 15 to the Class III Secured Creditors holding Senior Unsecured Notes or as of the Legal Confirmation of the Plan to all the other Class III Secured Creditors following the Payment Proportion and the Total Limit for Overall Payment (“**First Installment**”). The remaining balance of the Class III Credits in US Dollars for each Class III Secured Creditor after the payment of the First

Installment (“**Balance After First Installment**”) shall be paid according to the **items (i) to (iii)** below up to the total limit of Class III Credits in US Dollars, equivalent to 80% (eighty per cent) of the Total Limit for Overall Payment, pursuant to the Payment Proportion and the Individual Limit for Overall Payment.

(i) Payment of the Principal: The amount of the principal of the Balance After First Installment will be paid in up to five (5) annual and successive installments, each installment in an amount equivalent to sixteen per cent (16%) of the Total Limit of Overall Payment, pursuant to the Payment Proportion and the Individual Limit for Overall Payment. The first installment must be paid until the fifth (5th) Business Day of the twelfth (12th) month as of the Recognition of the Plan in Chapter 15 to the Class III Secured Creditors holding Senior Unsecured Notes or as of the Legal Confirmation of the Plan to all the other Class III Secured Creditors. The other installments shall be paid on the same date ever twelve (12) months as of the first payment provided in this item (i) plus the accrued interests mentioned in item (iii) below.

(ii) Interests: annual interests of 0.75% (zero point seventy-five per cent).

(iii) Interest Payment: Incidental interests on the amount of the Balance After First Installment will be annually accrued and paid with the installments of repayment of the principal of the Balance After First Installment, pursuant to item (i) above in this Section 4.3.1.1.3.

4.3.1.1.4 Notwithstanding the payment of Class III Credits in foreign currency held by Class III Secured Creditors under the terms of the Section 4.3.1.1 and its subsections, according to the Section 4.4 or 4.4.3 hereof and as applicable, the Class III Secured Creditors shall choose one of the restructuring options provided in the Sections 4.3.1.2 to 4.3.1.5 hereof to receive the payment of the respective remaining balances of their Class III Credits after the payment of the amounts provided in Section 4.3.1.1 and its subsections.

4.3.1.2. Restructuring Option I: Class III Unsecured Creditors that choose the Restructuring Option I shall have the balance of their respective Class III Credits restructured as follows:

4.3.1.2.1. Principal Grace Period: Grace period of principal amortization of 48 (forty-eight) months, as of the Recognition of the Plan in Chapter 15 for Class III Credits represented by Senior Unsecured Notes or as of the Legal Confirmation of the Plan for all the other Class III Credits, as the case may be.

4.3.1.2.2. Payment of Principal: The principal amount of Class III Credits held by

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each Class III Unsecured Creditor will be paid in 16 (sixteen) successive annual installments, the first being due on the 5th (fifth) Business Day of the 60th (sixtieth) month from the Recognition of the Plan in Chapter 15 for Class III Credits represented by Senior Unsecured Notes or the Legal Confirmation of the Plan for all the other Class III Credits, as applicable, and the remainder on the same day every 12 (twelve) months from the first payment, according to percentages of the principal amount described in the progressive table below, plus interest (summed according to Section 4.3.1.2.5 below):

Years	Installments	Percentage of the amount to be amortized per
0 to 4 th	-	0.0%
5 th	1st	2.0%
6 th	2nd	2.0%
7 th	3rd	2.0%
8 th	4th	3.0%
9 th	5th	3.0%
10 th	6th	4.0%
11 th	7 th	4.0%
12 th	8 th	5.0%
13 th	9 th	6.0%
14 th	10 th	7.0%
15 th	11 th	8.0%
16 th	12 th	9.0%
17 th	13 th	10.0%
18 th	14 th	10.0%
19 th	15 th	12.5%
20 th	16 th	12.5%

4.3.1.2.3. Interest: (A) for Class III Credits expressed in North American Dollars, interest of 0.75% (zero point seventy-five percent) per year; and (B) for Class III Credits expressed in Reais, interest of 3.31% (three point thirty-one percent) per year.

4.3.1.2.4. Grace Period of the Interest: Interest levied on the 48 (forty-eight) months from the Recognition of the Plan in Chapter 15 for Class III Credits represented by Senior Unsecured Notes or the Legal Confirmation of the Plan for all the other Class III Credits, as applicable, will not be paid in this period, being summed up annually to the principal amount of Class III Credits.

4.3.1.2.5. Payment of Interest: After the grace period of interest described above,

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interest on the new principal amount of Class III Credits (after the sum provided for in Section 4.3.1.2.4 above) will be accrued annually and will be paid together with the installments of repayment of the new principal amount of Class III Credits.

4.3.1.2.6. Other contractual conditions: Without prejudice to the restructuring conditions provided in Section 4.3.1.2 and its subsections below, the restructuring of Class III Credits represented by Senior Unsecured Notes shall also follow the other terms and conditions described in Exhibit 4.3.1.2.6, with Cimento Tupi assuming the burdens related to any incidental taxes in Brazil, including those from gross up.

4.3.1.3. Restructuring Option II: Class III Unsecured Creditors who choose the Restructuring Option II will have their respective balance of Class III Credits restructured and paid as described below:

4.3.1.3.1. Goodwill: Class III Credits restructured under this option will be reduced by 70% (seventy percent). For all purposes, the goodwill provided for in this Section 4.3.1.3.1 will be applied first to the interest that is due and to be paid, and only later to the installment of the principal that makes up the Class III Credits to be restructured and paid under Section 4.3.1.3.

4.3.1.3.2. Balance After Goodwill: The remaining balance of Class III Credits owned by Class III Unsecured Creditors who choose Restructuring Option II, after the goodwill provided for in Section 4.3.1.3.1 above (“**Remaining Balance After Goodwill – Restructuring Option II**”), will be divided into two tranches, the first tranche being equivalent 10% (ten percent) of the Remaining Balance After Goodwill – Restructuring Option II held by each Class III Unsecured Creditor that chooses the Restructuring Option II (“**First Tranche of Remaining Balance After Goodwill**”) and the second tranche equivalent to 90% (ninety percent) of the Remaining Balance After Goodwill – Restructuring Option II held by each Class III Unsecured Creditor that chooses Restructuring Option II (“**Second Tranche of Remaining Balance After Goodwill**”). First Tranche of the Remaining Balance After Goodwill will be paid to each Unsecured Creditor Class II within thirty (30) days of the Recognition of the Plan in Chapter 15 for Class III Credits represented by Senior Unsecured Notes or the Legal Confirmation of the Plan for all the other Class III Credits, as applicable, and the Second Tranche of the Remaining Balance After Goodwill will be paid according to the following terms and conditions:

(i) **Grace Period of the Principal:** Grace period for principal repayment of 48 (forty-

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eight) months, from the Recognition of the Plan in Chapter 15 for Class III Credits represented by Senior Unsecured Notes or the Legal Confirmation of the Plan for all the other Class III Credits, as applicable.

(ii) **Payment of the Principal:** The principal amount of the Second Tranche of the Remaining Balance After Goodwill will be paid in 7 (seven) successive annual installments, the first being due on the 5th (fifth) Business Day of the 60th (sixtieth) from the Recognition of the Plan in Chapter 15 for Class III Credits represented by Senior Unsecured Notes or the Legal Confirmation of the Plan for all the other Class III Credits, as applicable, and the remaining on the same day every 12 (twelve) months from the first payment, according to percentages of the principal amount described in the progressive table below, plus interest (summed up according to item (v) below):

Years	Installments	Percentage of the amount to be amortized per
0, 4 th	-	0.0%
5 th	1 st	7.5%
6 th	2 nd	7.5%
7 th	3 rd	10.0%
8 th	4 th	11.25%
9 th	5 th	11.25%
10 th	6 th	26.25%
11 th	7 th	26.25%

(iii) **Interest:** (A) for Class III Credits expressed in US Dollars, interest of 2.0% (two percent) per year; and (B) for Class III Credits expressed in Reais, interest of 4.75% (four point seventy-five percent) per year.

(iv) **Grace Period of the Interest:** Interest levied on the 48 (forty-eight) months from Recognition of the Plan in Chapter 15 for Class III Credits represented by Senior Unsecured Notes or the Legal Confirmation of the Plan for all the other Class III Credits, as applicable, will not be paid in this period, being annually summed to the principal amount of Second Tranche of the Remaining Balance After Goodwill.

(v) **Payment of Interest:** After the grace period of the interest described above, the interest levied on the new principal amount of the Second Tranche of Remaining Balance After Goodwill (after the sum provided for in item (iv) above) will be accrued annually and will be paid together with the new principal amount amortization installments of the Second Tranche of Remaining Balance After Goodwill.

4.3.1.3.3. Other contractual conditions: Without prejudice to the restructuring

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conditions provided in Section 4.3.1.3 and its subsections below, the restructuring of Class III Credits represented by Senior Unsecured Notes shall also follow the other terms and conditions described in Exhibit 4.3.1.3.3, with Cimento Tupi assuming the burdens related to any incidental taxes in Brazil, including those from gross up.

4.3.1.3.4. Exchange Rate and Discount: For the purposes of conversion and remittance of amounts for payment of the Class III Unsecured Creditors choosing the Restructuring Option II, if the PTAX exchange rate on the closing of the day before the national currency conversion into US Dollars exceeds R\$ 7.00 / US\$ 1.00, such excess will be deemed as a discount for all the purposes.

4.3.1.4. Restructuring III Option: Class III Unsecured Creditors who choose the Restructuring Option III will have their respective balance of Class III Credits restructured and paid as described below:

4.3.1.4.1. Goodwill: Class III Credits restructured under this option will be reduced by 75% (seventy-five percent). For all purposes, the goodwill provided for in this Section 4.3.1.4.1 will be applied first to the interest that is due and to be paid, and only later to the installment of the principal that makes up the Class III Credits to be restructured and paid under Section 4.3.1.4.

4.3.1.4.2. Balance After Goodwill: The remaining balance of Class III Credits owned by Class III Unsecured Creditors who choose Restructuring Option III, after the goodwill provided for in Section 4.3.1.4.1 above (“**Remaining Balance After Goodwill – Restructuring Option III**”), will be paid according to the following terms and conditions:

(i) **Grace Period of the Principal:** Grace period for principal repayment of 60 (sixty) months, from the Recognition of the Plan in Chapter 15 for Class III Credits represented by Senior Unsecured Notes or the Legal Confirmation of the Plan for all the other Class III Credits, as applicable.

(ii) **Payment of the Principal:** The principal amount of the Remaining Balance After Goodwill – Restructuring Option III will be paid in 36 (thirty-six) successive quarterly installments, the first being due on the 5th (fifth) Business Day of the 64th (sixty-fourth) month from the Recognition of the Plan in Chapter 15 for Class III Credits represented by Senior Unsecured Notes or the Legal Confirmation of the Plan for all the other Class III Credits, as applicable, and the remaining on the same day every 3 (three) months from the first payment, according to percentages of the principal amount described in the progressive table below, plus interest summed up according to item (iv)(c) below:

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Years	Installments	Percentage of the amount to be amortized per quarter
0 - 60th	-	0.0%
64 th	1 st	0.50%
67 th	2 nd	0.50%
70 th	3 rd	0.50%
73 rd	4 th	0.50%
76 th	5 th	1.00%
79 th	6 th	1.00%
82 nd	7 th	1.00%
85 th	8 th	1.00%
88 th	9 th	1.75%
91 st	10 th	1.75%
94 th	11 th	1.75%
97 th	12 th	1.75%
100 th	13 th	1.75%
103 rd	14 th	1.75%
106 th	15 th	1.75%
109 th	16 th	1.75%
112 th	17 th	1.75%
115 th	18 th	1.75%
118 th	19 th	1.75%
121 st	20 th	1.75%
124 th	21 st	1.75%
127 th	22 nd	1.75%
130 th	23 rd	1.75%
133 rd	24 th	1.75%
136 th	25 th	1.75%
139 th	26 th	1.75%
142 nd	27 th	1.75%
145 th	28 th	1.75%
148 th	29 th	2.25%
151 st	30 th	2.25%
154 th	31 st	2.25%
157 th	32 nd	2.25%

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160 th	33 rd	12.50%
163 rd	34 th	12.50%
166 th	35 th	12.50%
169 th	36 th	12.50%

(iii) **Interest:** (A) for Class III Credits expressed in US Dollars, interest of 8.0% (eight percent) per year; and (B) for Class III Credits expressed in Reais, interest of 8.00% (eight percent) per year.

(iv) **Payment of Interest:** Incidental interests on the amount of the principal of the Remaining Balance After Goodwill – Restructuring Option III will not be paid during the first thirty-three (33) months as of the Recognition of the Plan in Chapter 15 for Class III Credits represented by Senior Unsecured Notes or the Legal Confirmation of the Plan for all the other Class III Credits as the case may be, annually summed to the amount of the principal during this period. After the term elapses, the interests will be paid as follows:

- a. Interest equivalent to 2.0% (two per cent) per year incidental on the new amount of the principal of the Remaining Balance After Goodwill – Restructuring Option III (after sum provided in item (iv) above) as of the 34th (thirty-fourth) month until the 60th (sixtieth) month as of the Recognition of the Plan in Chapter 15 for Class III Credits represented by Senior Unsecured Notes or the Legal Confirmation of the Plan for all the other Class III Credits, as the case may be, shall be quarterly paid in cash on the fifth (5th) Business Day of the subsequent month at the end of each interest period;
- b. Interest equivalent to 6.0% (six per cent) per year incidental on the new amount of the principal of the Remaining Balance After Goodwill – Restructuring Option III (after sum provided in item (iv) above) as of the 34th (thirty-fourth) month until the 60th (sixtieth) month as of the Recognition of the Plan in Chapter 15 for Class III Credits represented by Senior Unsecured Notes or the Legal Confirmation of the Plan for all the other Class III Credits, as the case may be, shall not be paid in this period, being annually summed to the new amount of the principal of the Remaining Balance After Goodwill – Restructuring Option III (after the sum provided in item (iv) above);
- c. As of the 61st (sixty-first) month from the Recognition of the Plan in

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Chapter 15 for Class III Credits represented by Senior Unsecured Notes or the Legal Confirmation of the Plan for all the other Class III Credits, as the case may be, interests equivalent to 8.0% (eight per cent) per year incidental on the new amount of the principal of the Remaining Balance After Goodwill – Restructuring Option III (after the sum provided in item (b) above) will be quarterly accrued and paid, the first payment to be due on the fifth (5th) Business Day of the 64th (sixty-fourth) month from the Recognition of the Plan in Chapter 15 for Class III Credits represented by Senior Unsecured Notes or the Legal Confirmation of the Plan for all the other Class III Credits, as the case may be, and the others on the same date every three (3) months as of the first payment.

4.3.1.4.3. Other contractual conditions: Without prejudice to the restructuring conditions provided in Section 4.3.1.4 and its subsections below, the restructuring of Class III Credits represented by Senior Unsecured Notes shall also follow the other terms and conditions described in Exhibit 4.3.1.4.3, with Cimento Tupi assuming the burdens related to any incidental taxes in Brazil, including those from gross up.

4.3.1.4.4. Exchange Rate and Discount: For the purposes of conversion and remittance of amounts for payment of the Class III Unsecured Creditors choosing the Restructuring Option III, if the PTAX exchange rate on the closing of the day before the national currency conversion into US Dollars exceeds R\$ 7.00 / US\$ 1.00, such excess will be deemed as a discount for all the purposes.

4.3.1.5. Restructuring IV Option: Class III Unsecured Creditors who choose the Restructuring Option IV will have their respective balance of Class III Credits restructured and paid as described below:

4.3.1.5.1. Credit Capitalization: Class III Credits equivalent to one per cent (1%) of the total balance of Class III Credits owned by each Class III Unsecured Creditor will be paid with New Shares upon capitalization of the respective Class III Credits within thirty (30) days from the Recognition of the Plan in Chapter 15 for Class III Credits represented by Senior Unsecured Notes or the Legal Confirmation of the Plan for all the other Class III Credits, as applicable, and according to the provided in the Exhibit 4.3.1.5.1 (“Credit Capitalization”), with such New Shares to be issued within the scope of the Capital Increase of Cimento Tupi, to be represented in a total of twenty-one per cent (21%) of the total voting capital of Cimento Tupi calculated after the completion of the Capital Increase, to be proportionally distributed to the respective Class III Unsecured Creditors choosing the Restructuring Option IV.

4.3.1.5.2 Goodwill: Without prejudice to the Credit Capitalization provided in Section 4.3.1.5.1 above, all the Class III Credits restructured under this option will be reduced by 95% (ninety-five percent) so that the remaining balance of the Class III Credits owned by the Class III Unsecured Creditors choosing the Restructuring Option IV after the Credit Capitalization provided in Section 4.3.1.5.1 and the goodwill provided in Section 4.3.1.5.2 will be equivalent to 4% (four per cent) of the total balance of Class III Credits to be restructured and paid within the terms of this Restructuring Option IV (“**Remaining Balance – Restructuring Option IV**”). For all purposes, the goodwill provided for in this Section 4.3.1.5.2 will be applied first to the interest that is due and to be paid, and only later to the installment of the principal that makes up the Class III Credits to be restructured and paid under Section 4.3.1.5.

4.3.1.5.3. Balance After Credit Capitalization and Goodwill: The Remaining Balance - Restructuring Option IV will be paid according to the following terms and conditions:

(i) Payment of the Principal: The principal amount of the Remaining Balance After Goodwill – Restructuring Option IV owned by each Class III Unsecured Creditor will be paid in a single installment (bullet) after the grace period of one hundred and sixty-eight (168) months from the Recognition of the Plan in Chapter 15 for Class III Credits represented by Senior Unsecured Notes or the Legal Confirmation of the Plan for all the other Class III Credits, as applicable, on the fifth (5th) Business Day of the one hundred and eightieth (180th) month from the Recognition of the Plan in Chapter 15 for Class III Credits represented by Senior Unsecured Notes or the Legal Confirmation of the Plan for all the other Class III Credits, as applicable.

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(ii) Interest: (A) for Class III Credits expressed in US Dollars, interest of 9.5% (nine point five percent) per year; and (B) for Class III Credits expressed in Reais, interest of 9.5% (nine point five percent) per year.

(iii) Payment of Interest: Incidental interests on the amount of the principal of the Remaining Balance After Goodwill – Restructuring Option IV will not be paid during the first thirty-three (33) months as of the Recognition of the Plan in Chapter 15 for Class III Credits represented by Senior Unsecured Notes or the Legal Confirmation of the Plan for all the other Class III Credits as the case may be, annually summed to the amount of the principal during this period. After the term elapses, the interests will be paid as follows:

- a. Interest equivalent to 2.0% (two per cent) per year incidental on the new amount of the principal of the Remaining Balance After Goodwill – Restructuring Option IV (after sum provided in item (iii) above) as of the 34th (thirty-fourth) month until the 60th (sixtieth) month as of the Recognition of the Plan in Chapter 15 for Class III Credits represented by Senior Unsecured Notes or the Legal Confirmation of the Plan for all the other Class III Credits, as the case may be, shall be quarterly paid in cash on the fifth (5th) Business Day of the subsequent month at the end of each interest period;
- b. Interest equivalent to 7.5% (seven point five per cent) per year incidental on the new amount of the principal of the Remaining Balance After Goodwill – Restructuring Option IV (after sum provided in item (iii) above) as of the 34th (thirty-fourth) month until the 60th (sixtieth) month as of the Recognition of the Plan in Chapter 15 for Class III Credits represented by Senior Unsecured Notes or the Legal Confirmation of the Plan for all the other Class III Credits, as the case may be, shall not be paid in this period, being annually summed to the new amount of the principal of the Remaining Balance After Goodwill – Restructuring Option IV (after the sum provided in item (iii) above);
- c. As of the 61st (sixty-first) month from the Recognition of the Plan in Chapter 15 for Class III Credits represented by Senior Unsecured Notes or the Legal Confirmation of the Plan for all the other Class III Credits, as the case may be, interests equivalent to 9.5% (nine point five per cent) per year incidental on the new amount of the principal of the Remaining Balance After Goodwill – Restructuring Option IV (after

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the sum provided in item (b) above) will be quarterly accrued and paid, the first payment to be due on the fifth (5th) Business Day of the 64th (sixty-fourth) month from the Recognition of the Plan in Chapter 15 for Class III Credits represented by Senior Unsecured Notes or the Legal Confirmation of the Plan for all the other Class III Credits, as the case may be, and the others on the same date every three (3) months as of the first payment.

4.3.1.5.4. Other contractual conditions: Without prejudice to the restructuring conditions provided in Section 4.3.1.5 and its subsections below, the restructuring of Class III Credits represented by Senior Unsecured Notes shall also follow the other terms and conditions described in Exhibit 4.3.1.5.4, with Cimento Tupi assuming the burdens related to any incidental taxes in Brazil, including those from gross up.

4.3.1.5.5. Exchange Rate and Discount: For the purposes of conversion and remittance of amounts for payment of the Class III Unsecured Creditors choosing the Restructuring Option IV, if the PTAX exchange rate on the closing of the day before the national currency conversion into US Dollars exceeds R\$ 7.00 / US\$ 1.00, such excess will be deemed as a discount for all the purposes.

4.3.1.5.6. Discharge: The actual delivery of the New Shares within the Credit Capitalization scope provided in Section 4.3.1.5.1 above represents the payment of the respective amount of Class III Credits owned by Class III Unsecured Creditors, subject to the Credit Capitalization, being rightfully granted a broad, general and unrestricted discharge by novation under the terms of section 59 of LFR concerning the mentioned Class III Credit amount.

4.3.1.5.7. Mandate: To ensure the compliance with the terms of this Section 4.3.1.5, Cimento Tupi is irrevocably and irreversibly mandated and authorized under the terms of section 684 of the Civil Code by the Class III Unsecured Creditors who choose this Restructuring Option IV and their successors at any title to undertake all and any actions required to make it formal and effective the transfer of New Shares, including representing them severally or jointly to execute all the required applicable documents. For purposes of clarity, Cimento Tupi clarifies that the representation provided in this Section 4.3.1.5.7 will always occur in a subsidiary way, i.e., only if the Class III Unsecured Creditor fails to sign the documents required to make the transfer of New Shares effective and formal.

4.3.2. Class IV Credits. The Class IV Credits owned by Class IV Unsecured Creditors informed

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

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in the List of Creditors of the Judicial Administrator will be restated, at the lowest frequency allowed by Law, by the IPCA from the Legal Confirmation of the Plan until the date of the effective payment and will be paid in full to the respective Class IV Unsecured Creditors informed in the List of Creditors of the Judicial Administrator, without any goodwill, in national currency, in up to 12 (twelve) monthly installments, as follows: (i) one installment, in the amount of up to R\$ 15.000,00 (fifteen thousand Reais), to be paid in 30 (thirty) days from the Legal Confirmation of the Plan; (ii) an installment, in the amount of up to R\$ 50.000,00 (fifty thousand Reais), to be paid in 60 (sixty) days from the Legal Confirmation of the Plan; (iii) an installment, in the amount of up to R\$ 50.000,00 (fifty thousand Reais), to be paid in 90 (ninety) days from the Legal Confirmation of the Plan; and (iv) the remaining balance of the respective Class IV Credits, if applicable, in 09 (nine) monthly equal and successive installments, the first installment being due 30 (thirty) days after the payment of the installment described in item (iii) and the remaining on the same day of the subsequent months, subject, in any case of items (i), (ii), (iii) and (iv) of this Section 4.3.2, to the limit of the respective amounts of Class IV Credits held by Class IV Unsecured Creditors informed in the List of Creditors of the Judicial Administrator concerned.

4.3.3. Credits of Strategic Supplier Creditors. Considering the importance of maintaining the supply of goods and services to Cimento Tupi, the Strategic Supply Creditors who receive their Unsecured Credits pursuant to this Section 4.3.3 (i) automatically agree to the maintenance of the supply to Cimento Tupi of goods and/or services necessary for the maintenance of activities after the Request Date, as needed and requested by Cimento Tupi, and (ii) will have their Unsecured Credits restated by the IPCA, in the shortest period allowed by Law, from the Legal Confirmation of the Plan to the date of effective payment, and paid, without any goodwill, in national currency, as follows:

4.3.3.1. Up to a limit of R\$2.500.000,00 (two million and five hundred thousand Reais) for each Strategic Supply Creditor, the Unsecured Credits owned by Strategic Supply Creditors will be paid in up to 12 (twelve) monthly installments, as follows: (i) an installment, in the amount of up to R\$15.000,00 (fifteen thousand Reais), to be paid within 30 (thirty) days as of the Legal Confirmation of the Plan; (ii) an installment, in the amount of up to R\$50.000,00 (fifty thousand Reais), to be paid within 60 (sixty) days as of the Legal Confirmation of the Plan; (iii) an installment, in the amount of up to R\$50.000,00 (fifty thousand Reais), to be paid within 90 (ninety) days as of the Legal Confirmation of the Plan; and (iv) the remaining balance divided into up to 9 (nine) equal and successive monthly installments in the amount of up to R\$265.000,00 (two hundred and sixty-five thousand Reais) each, with the first installment being due 30 (thirty) days after the payment of the installment described in item (iii) and the others on the same day of the subsequent months

4.3.3.2. Subject to Section 4.3.3.3 below, the balance of Unsecured Credits owned by Strategic Supply Creditors that remain after payment made as described in Section 4.3.3.1 above will be paid as follows:

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(i) **Payment against Billing:** During the 36 (thirty-six) months as of the payment of the last installment provided for in Section 4.3.3.1 above, for each R\$1,00 (one Real) duly billed per month against Cimento Tupi, the Strategic Supply Creditor will be entitled to receive R\$1,00 (one Real) of the remaining balance of its Unsecured Credits, limited, in any case, to R\$700.000,00 (seven hundred thousand Reais) per month. In this case, the first installment will expire 30 (thirty) days after the payment of the last installment provided for in Section 4.3.3.1 above and the others on the same day of the subsequent months, subject, in any case, to the limits set forth in this item (i).

(ii) **Residual Payment:** The balance of Unsecured Credits owned by Strategic Supply Creditors that remain after the payment made as described in item (i) above of this Section 4.3.3.2 will be paid under the terms of Restructuring Option I, according to Section 4.3.1.2.

4.3.3.3. The Strategic Supply Creditor that, for any reason, terminates the contract(s) for the supply or provision of services entered into with Cimento Tupi or fails to comply, in whole or in part, with any of the conditions agreed in these instruments, will no longer be considered as a Strategic Supply Creditor and will receive the remaining amount of its respective Unsecured Credits existing at the time of non-compliance with the terms of the Restructuring Option I, according to Section 4.3.1.2.

4.4. **Payment Option Choice.** For the purposes of Section 4.3.1 and subject to the provisions of Section 4.4.3, Class III Unsecured Creditors shall, within a period of up to 30 (thirty) calendar days as of the Legal Confirmation of the Plan (“Period for Payment Option Choice”), choose among the restructuring options provided for in Sections 4.3.1.2 to 4.3.1.5 of this Plan, by sending the Payment Option Notice, according to the model provided for in Exhibit 4.4, with Cimento Tupi not being responsible for any non-compliance with the choice and information provided through the Payment Option Notice, or by any untimely choice, in which case the provisions of Section 4.4.4 below will apply.

4.4.1. Considering the alternative nature of the payment options established in Section 4.3.1 above, the choice of each Class III Unsecured Creditor must be restricted to only one of these options, except as otherwise provided in this Plan, in particular the provisions of Section 4.4.1.1 below.

4.4.1.1. Agents representing more than one Class III Unsecured Creditor may choose different payment options applicable to the persons they represent, given that each represented Class III Unsecured Creditor shall not voluntarily receive payment of its respective Class III Credits through more than one payment option.

4.4.2. The choice made by the respective Class III Unsecured Creditor in the Payment Option Notice will be irrevocably and irreversibly, and cannot be subsequently changed for any reason, unless

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expressly agreed by Cimento Tupi.

4.4.3. With respect to Class III Unsecured Creditors holding Senior Unsecured Notes, these Creditors shall, within the Period for Payment Option Choice, send their respective choices among the restructuring options provided for in Sections 4.3.1.2 to 4.3.1.5 of this Plan for the agent to be previously hired by Cimento Tupi. After choosing and hiring said agent, Cimento Tupi will make available in a timely manner on its website (<http://www.cimentotupi.com.br/cimentotupi/Portugues/detRecuperacaoJudicial.php>) information about said contracted agent and its respective channels of contact, as well as request the trustee of the Senior Unsecured Notes to inform the respective Class III Unsecured Creditors holding Senior Unsecured Notes on said contracting, provided that the agent contracted by Cimento Tupi for the purposes of this Section 4.4.3 shall consolidate the choices received and send to Cimento Tupi, also within the Period for Payment Option Choice, the list of all choices among the restructuring options provided for in Sections 4.3.1.2 to 4.3.1.5 of this Plan carried out by the respective Class III Unsecured Creditors holding Senior Unsecured Notes.

4.4.3.1. Notwithstanding the provisions of Section 4.4.3. above, Class III Unsecured Creditors holding Senior Unsecured Notes who have proceeded before the Recovery Court to the process of individualization of the respective Class III Credits will be able to choose between the payment choices of their respective Class III Credits (i) upon submission of the Payment Option Notice to Cimento Tupi, as provided for in Exhibit 4.4 or (ii) under the terms provided for in Section 4.4.3 above, provided that the choices made by Class III Unsecured Creditors holding Senior Unsecured Notes between the payment options of their respective Class III Credits by sending the Payment Option Notice to Cimento Tupi as provided for in this Section 4.4 will only be considered valid if (x) the respective Class III Unsecured Creditor holding Senior Unsecured Notes has proceeded with the Recovery Court to process the individualization of the respective Class III Credits; and, cumulatively, (y) Cimento Tupi timely receives (i) the respective Payment Option Notice, according to the model provided for in Exhibit 4.4; and (ii) copy of the documents that evidence the ownership and the amount of the Class III Credits held by the respective Class III Unsecured Creditor holding Senior Unsecured Notes, as individualized before the Recovery Court.

4.4.4. The Class III Unsecured Creditor who does not choose the payment option of its respective Class III Credits within the term and form established herein, subject to the additional conditions provided for in Section 4.4.3, as applicable, will receive its respective Credit Class III as provided Section 4.3.1.2.

4.5. Gross Credits: Gross Credits, whether or not the purpose of a legal dispute or arbitration procedure in progress, including those purpose of the proceedings listed on pages 612 to 616 of the records

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of the Judicial Recovery, are fully subject to the terms and conditions of this Plan and to the effects of the Judicial Recovery and will also updated by it. Once materialized and recognized by court or arbitration in a final and unappealable decision, or by agreement between the parties, which make them liquid, the Gross Credits will be paid according to the classification and criteria established in this Plan for the class in which the Gross Credits concerned shall be enabled and included, provided that, if the Gross Credits are Class III Credits, such Gross Credits will be paid as provided in Section 4.3.1.2.

4.6. Credits Recognized a Posteriori. In the event of new Credits being recognized by court decision, arbitration or agreement between the parties, after the date of submission of this Plan to the Judicial Recovery Court, they will be considered Credits Recognized a Posteriori and shall be paid according to the classification and criteria established in this Plan for the class in which the Recognized Posteriori Credits concerned are to be qualified and included, only from (i) the agreement date, or (ii) the receipt, by Cimento Tupi, of the notice sent by the respective Creditor, with the necessary supporting documentation, informing about the referred res judicata court or arbitration decision, as the case may be, provided that, if the Credits Recognized a Posteriori are Class III Credits, such Credits Recognized a Posteriori will be paid as provided in Section 4.3.1.2.

4.6.1. In the event that Labor Credits are granted, by court decision or agreement between the parties pursuant to this Section 4.6, said Labor Credits will be paid as provided for in Section 4.1, given that the first installment, in the amount of up to R\$15.000,00 (fifteen thousand Reais), must be paid within 30 (thirty) days as of (i) the date of the agreement, or (ii) the receipt, by Cimento Tupi, of a notice sent by the respective Labor Creditor holder of the granted Labor Credit, with the documentation necessary to evidence the final and unappealable court decision its Labor Credits, as the case may be, and the other installments under the terms and deadlines described in Section 4.1.

4.7. Change in the Credits Amount. In the event of change of amount of any of the Credits already recognized and included in the List of Creditors of the Judicial Administrator by a final and unappealable court or arbitration decision or agreement between the parties, the changed amount of the respective Credit shall be paid under the terms provided for in this Plan, as from (i) the date of the agreement; or (ii) the receipt, by Cimento Tupi, of a notice sent by the respective Creditor, together with the necessary supporting documentation, informing such res judicata court or arbitration decision, as the case may be, provided that, if certain Credit Class III has been increased, the portion increased of the Credit Class III in question shall be paid in the manner provided for in the Section 4.3.1.2.

4.7.1. In the event that Labor Credits are increased by a court decision or agreement between the parties under the terms of this Section 4.6, such Labor Credits shall be paid in the manner provided for in Section 4.1, and provided that the first installment, in the amount of up to R\$15.000,00 (fifteen thousand Reais), shall be paid within up to 30 (thirty) counted from (i) the date of the agreement, or (ii) the receipt, by

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Cimento Tupi, of communication sent by the respective Labor Creditor owner of the increased Labor Credit, together with the documentation necessary to demonstrate the res judicata court decision that increase the Labor Credits, as the case may be.

4.8. Credits Reclassification. If, by a final and unappealable court or arbitration decision or agreement between the parties, the reclassification of any of the Credits for Unsecured Credits is determined, the Credit reclassified to Credit Class III shall be paid under the terms and conditions provided for in Section 4.3.1.2, and the Credit reclassified to Credit Class IV or to Unsecured Credit owned by the Strategic Suppliers shall be paid terms under the terms and conditions provided for in Sections 4.3.2 or 4.3.3, as applicable to the respective Credit.

4.9. Compliant First Priority Creditors. The First Priority Creditors who wish to receive their First Priority Credits under this Plan, applicable to the Labor Creditors, the Class III Unsecured Creditors, the Class IV Unsecured Creditors or the Strategic Supplier Creditors, as the case may be, may do so, provided they inform the Debtor within up to 30 (thirty) days as of the Recognition of the Plan in Chapter 15, for First Priority Claims of Senior Unsecured Notes holders or the Legal Confirmation of the Plan for all others First Priority Creditors, as applicable.

5. Funds to Creditors' Payment.

5.1. Disposal and Encumbrance of Assets. After the Legal Confirmation of the Plan, as a way to withdraw funds, Cimento Tupi may, regardless of court authorization or new approval of the Pre-Bankruptcy Creditors, through the corporate structure it deems more efficient, and under the terms of arts. 60, 66, 140, 141 and 142 of the LFR, as applicable, conduct the disposal and encumbrance of real and/or personal properties, including equipment and machinery that are obsolete or with their operational capacity compromised, remaining materials and scrap arising from the activities and operations of Cimento Tupi, as well as real properties comprising its non-current assets.

5.2. Additional Financing. With the purpose of obtaining new funds to enable the development of its activities and business, as well as for the restructuring of its debts pursuant to this Plan, Cimento Tupi may seek, if necessary, pursuant to art. 69-A et seq. of the LFR, new loans, financing operations or any type of credit, including under the underwriting of new debt instruments, whether secured or not, (a) in any amount up to the greater of (i) R\$250.000.000.,00 (two hundred and fifty million Reais), restated annually by the IPCA, or (ii) US\$60,000,000.00 (sixty million North-American Dollars), if the Net Debt to EBITDA Ratio of Cimento Tupi immediately before the respective transaction exceeds 5.0 to 1.0; (b) in any amount, if the Net Debt to EBITDA Ratio of Cimento Tupi immediately before the respective transaction is less than or equal to 5.0 to 1.0; and (c) in any amount, at any time and without any limitation, for the purposes of extension, novation, replacement or underwriting in exchange for, or the net proceeds

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used for reimbursement, redemption, repurchase, refinancing or refund, including through cancellation of existing loan or debt of Cimento Tupi.

6. Conditions of the Plan.

6.1. Binding Effects. From the Legal Confirmation of the Plan, the provisions of this Plan shall be binding upon Cimento Tupi, the Creditors and their respective assignees and successors, under the terms of art. 59 of the LFR. Without prejudice to the provisions of this Section 6.1, the Plan Approval shall imply authorization for Cimento Tupi to adopt all the necessary measures for implementation of the acts provided for herein, subject to the compliance with the Law and the limits established in this Plan.

6.2. Novation. The Legal Confirmation of the Plan shall imply the novation, under the terms of art. 59 of the LFR, of the Credits, which shall be paid in the form established in this Plan. Except regarding the Credits held by Secured Creditors, who are not affected by the terms of this Plan and will not be novated due to the Legal Confirmation of the Plan, as set forth in Section 4.2, all obligations, contractual covenants, financial ratios, events of early maturity, fines, as well as other obligations and guarantees of any nature undertaken or provided by or for the benefit of Cimento Tupi are extinguished (and/or amended, as provided in Section 6.2.1 below) resulting from the novation, being replaced, in all its terms (except as provided otherwise in this Plan, including in the event of amendment addressed in Section 6.2.1 below)), by the provisions of this Plan. The Pre-Bankruptcy Creditors may only charge their respective Credits in the manner provided for in this Plan.

6.2.1. Mandatorily subject to the conditions and rules of Exhibits 4.3.1.2.6, 4.3.1.3.3, 4.3.1.4.3 and 4.3.1.5.4, the novation in relation to the Unsecured Credits represented by Senior Unsecured Notes shall be formalized by means of amendments to their respective debt securities and/or agreements, or by means of instruments that are relevant and/or required by the respective laws, subject to the conditions provided for in this Plan applicable to the respective Credits.

6.3. Cancelling of Shares. Upon the Legal Confirmation of the Plan, the Creditors shall no longer be able to: (i) file or proceed with any and all legal action or proceeding of any kind related to any Credit against the Debtor, its guarantors, and sureties; (ii) enforce any judgment, court decision or arbitral award related to any Credit against the Debtor, its guarantors, and sureties; (iii) pledge any assets (including money) of the Debtor, as well as of its guarantors and sureties, to satisfy its Credits or to perform any other restrictive act against such assets; (iv) create, improve or execute any security interest on assets and rights of the Debtor, its guarantors, and sureties, in order to ensure the payment of its Credits; (v) claim any right of compensation against any credit owed to the Debtor; and (vi) seek the satisfaction of its Credits by any other means. All possible enforcements and other legal measures pending against the Debtor, its guarantors, and sureties relating to the Credits shall be canceled, and the existing pledges and

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encumbrances shall be immediately released.

6.4. Credits Set-off. If the Debtor and the Creditors are at the same time debtors and creditors to each other, the Credits may be offset, provided that the requirements of art. 369 of the Civil Code are met.

6.5. Formalization of Documents and Other Measures. Cimento Tupi and the Creditors undertake, irrevocably and irreversibly, under this Plan, to perform all acts and to enter into all agreements and other documents that, in form and content, are necessary or suitable for the compliance with and implementation of the provisions of this Plan.

6.6. Amendments to the Plan. Amendments, changes or modifications to the Plan may be proposed by Cimento Tupi at any time after the Legal Confirmation of the Plan, provided that such amendments, changes or modifications (i) are submitted to the Creditors' resolution in a General Creditors' Meeting; and (ii) are approved by the Creditors under the terms of articles 45, 45-A and 58, caput, and §1, of the LFR.

6.6.1. Binding Effect of Amendments to the Plan. Any amendments, changes or modifications to the Plan shall bind Cimento Tupi and the Creditors as from their approval under the terms of articles 45, 45-A or 58 of the LFR.

6.7. Non-compliance with the Plan. For the purposes of this Plan, a non-compliance with any obligation provided for therein shall only occur in case the Debtor ceases to remedy such non-compliance within up to 30 (thirty) calendar days from the receipt of a notice sent by the affected party in this regard. In this case, the Debtor shall request the Judicial Recovery Court, within five (5) Business Days counted from the period of 30 (thirty) calendar days referred to above, to call a General Creditors' Meeting, to be held within 30 (thirty) calendar days from the call, for resolution on the most appropriate measure to remedy the non-compliance, or even to change this Plan, if necessary.

6.7.1. In the event of determination of non-compliance with the Plan, which is not remedied under the terms of Section 6.7, the Credits shall be reestablished to their original conditions under the terms of Art. 61, §2, of the LFR.

6.8. Payment Limits. Any payment to the Creditors to be made under the terms of this Plan shall be limited to the amount of the respective Credit, as contained in the List of Creditors of the Judicial Administrator.

6.9. Discharge. The payments made in the manner established in this Plan shall, automatically and regardless of any additional formality, in proportion to the amount actually received and regardless of any

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additional formality, represent the full, complete, irrevocably and irreversibly discharge of any and all Pre-Bankruptcy Credit (and any Financial Charges that may be applicable) against the Debtor and its guarantors, sureties, successors and assignees, including interest, Monetary Adjustment, penalties, fines and indemnities, either as principal or accessory obligation, so that the Pre-Bankruptcy Creditors shall no longer be able to claim against the Debtor and its guarantors, sureties, successors and assignees in relation to Pre-Bankruptcy Credits, at any time, in or out of court.

6.10. Ratification of Acts. The Plan Approval by the General Creditors' Meeting shall imply the approval and ratification of all regular management acts performed and measures adopted by the Debtor to implement its restructuring, especially those adopted in the course of the Judicial Recovery, including, but not limited to, the acts necessary for restructuring in the form proposed in this Plan, as well as all other measures and actions required for the full implementation and consummation of this Plan and the Judicial Recovery, which are expressly authorized, validated and ratified for all right purposes.

6.11. Exemption from Liability and Waiver related to the Exempt Parties. As a result of Plan Approval, the Creditors expressly acknowledge and release the Exempt Parties from any and all responsibility for the acts performed and obligations undertaken before and after the Request Date, including with respect to the restructuring of Cimento Tupi in general and that provided for in this Plan, granting to the Exempt Parties the broadest, full, complete, general, irrevocably and irreversibly discharge of all rights and property or pain and suffering claims that may arise from such acts at any title.

6.11.1. The Plan Approval shall also represents the Creditors' express and irrevocable waiver of any claims, actions or rights to initiate, file or claim, in and out of court, at any title and without reservation or provisos, at any time, now or in the future, compensation of damages and/or any other actions or measures against the Exempt Parties in relation to the acts performed and obligations undertaken by the Exempt Parties, including by virtue and/or in the course of the Judicial Recovery.

7. GENERAL PROVISIONS

7.1. Conditions Precedent. The effectiveness of this Plan is subject to (i) the Approval of the Plan; and (ii) the Legal Confirmation of the Plan.

7.2. Protests. Upon the Legal Confirmation of the Plan, the Creditors agree with the immediate removal of all acts of bad credit records and protests made against Cimento Tupi, guarantors and joint and several debtors. In this regard, the Judicial Recovery Court is hereby authorized to order the issue of official letter to the proper bodies (Registries of Protests, Serasa, etc.), so that the records existing prior to the Judicial Recovery are removed.

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Matriculado na Jucesp sob o no. 1092 no idioma inglês

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

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7.3. General Obligations. Debtor hereby undertakes to, during the course of the Judicial Recovery, (a) conduct Debtor's business according to the regular course of its business; (b) comply with all terms, conditions and limitations set forth in this Plan; and (c) comply with all obligations assumed herein.

7.3.1. Without prejudice to the provisions under Section 7.3 above, the Debtor agrees to adopt the measures under its control and which are required so that this Plan be recognized as effective, enforceable and binding at the foreign jurisdictions applicable to the Debtor, to the extent such recognition is required for the implementation of measures as provided for in this Plan in relation to the respective Creditors.

7.4. Implementation of the Plan Abroad: After the Judicial Approval of the Plan, the Debtor is hereby authorized to take the measures necessary to (i) proceed with the procedures of Chapter 125, title 11, of the United States Insolvency Code before the Bankruptcy Court for the South District of New York, with the purpose of seeking a decision by such Court (a) recognizing the Judicial Recovery as a foreign main proceeding under the terms of the U.S. Bankruptcy Code; (b) recognizing, applying and giving effects to the Plan in the United States of America; and (c) authorizing and instructing the respective parties to take all measures required to give effects and implement the Plan in that jurisdiction and in relation to the documents governed by the laws of New York, as approved by the Recovery Court; and (ii) initiate and/or proceed with other legal, extrajudicial or administrative actions, whether of bankruptcy or of any other nature, in other jurisdictions in addition to the Federal Republic of Brazil, as required, for implementation of this Plan.

7.5. Termination of Judicial Receivership. The Judicial Recovery shall be closed upon confirmation of the compliance with all obligations provided for in the Plan, which shall become due until at last 2 (two) years after the Legal Confirmation of the Plan, regardless of the grace periods provided for in this Plan.

7.6. Payment Method. Creditors will be paid by the direct transfer of funds to the respective Creditor's bank account, through PIX, a credit order document (DOC) or immediate transfer of available funds (TED) (except for Creditors residing and domiciled abroad), the payment slip of said financial operation serving as the relevant proof of payment.

7.6.1. So as to make feasible such payment, and conditioned upon the receipt, within up to 20 (twenty) days counted from the Legal Confirmation of the Plan, the Creditors shall sent to Debtor, with a copy to the Judicial Administrator, a notice, under the terms of Exhibit 7.6.1, containing, among other information, details of its bank account (branch, current or saving account, financial institution with the respective code, CPF/CNPJ of the beneficiary or PIX key) and other information required for the actual transfer of funds.

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7.6.2. Payments that are not made in view of any inaction, misunderstanding or omission of the Creditors in relation to the indication of their bank accounts shall not be considered as non-compliance with this Plan, and there will be no incidence of interest or default charges if the payments have not been made on the grounds that the Creditors have not timely informed their bank accounts. In this case, at Cimento Tupi discretion, payments due to the Creditors that have not informed their bank accounts may be made before the Recovery Court, under the terms of payment applicable to the respective Pre-Bankruptcy Credit, in accordance with the provisions of the Section 4.4.4.

7.7. Credits in Foreign Currency. In accordance with the provisions of Section 4.4 and Section 4.4.3, the Credits expressed in foreign currency shall be kept in the respective original currency, and shall be paid under the terms and conditions provided for in this Plan applicable to the class of the respective Credits in foreign currency, in the form and observing the payment mechanics agreed between the parties and/or which had been used by the parties until the Request Date.

7.8. Payment Dates. In the event any payment or obligation provided for in this Plan is expected to be made out or satisfied on a day other than a Business Day, such payment or obligation may be made or satisfied, as the case may be, on the immediately subsequent Business Day, without representing a delay by the Debtor or implying the application of Financial Charges.

7.9. Communications. All notices, demands, requests and other communications to Cimento Tupi, required or permitted by this Plan, in order to be effective, shall be made in writing and shall be deemed to be made when (i) sent by registered correspondence with return receipt request, or through courier and are actually delivered; or (ii) sent by e-mail with proof of delivery, observing the following contact details:

Cimento Tupi S.A. - Under Judicial Recovery

Avenida das Américas, n° 500, Bloco 12, salas 205 e 206

Barra da Tijuca

Rio de Janeiro - RJ

CEP 22.640-100

A/C: Sra. Andréa Junqueira

E-mail: rjtupi@cimentotupi.com.br

7.10. Severability of the provisions of the plan. In the event that any term or provision of this Plan is considered invalid, null or ineffective by the Recovery Court, the validity and effectiveness of the other provisions will not be affected, and Debtors shall propose new provisions to replace those declared invalid, null or ineffective, in order to maintain the purpose established in this Plan.

7.11. Credits Assignment. The Creditors may assign their credits to other Creditors or to third parties,

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and such assignment shall only take effect as long as (i) Cimento Tupi and, in case the Judicial Recovery is still pending, the Judicial Administrator and the Judicial Recovery Court are informed; and (ii) the assignees sign a written statement attesting to the receipt of a copy of the Plan and recognizing that the Credit assigned shall be subject to the provisions of the Plan, in compliance with the provisions contained in the exhibits to this Plan.

7.12. Amendments Prior to Plan Approval. Cimento Tupi reserves the right, under the terms of law, to change this Plan until the Plan Approval date, inclusive in order to complement the protocol with additional documents and translations of related documents.

7.13. Governing Law. The rights, duties and obligations arising from this Plan shall be governed by, construed and executed in accordance with, the laws in force in Brazil, even if the credits are governed by the laws of another jurisdiction, and any rules or principles of private international law being applied.

7.14. Choice of the Court. All the controversies or disputes from or related with this Plan shall be resolved (i) by the Recovery Court, until the closing of the Judicial Recovery procedure with res judicata from the ratifying decision; and (ii) by any corporate judge of the Central Court of the District of Rio de Janeiro, after the closing of the Judicial Recovery procedure with res judicata of the ratifying decision.

The Plan is signed by the legal representative duly appointed of Cimento Tupi.

Rio de Janeiro, October 13, 2021.

Cimento Tupi S.A. – Under Judicial Recovery

José Roberto Vensan Maramaldo

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EXHIBIT 1.1

Definitions

“**Cimento Tupi Shareholders**” means Alberto Koranyi Ribeiro and Latcem S.A.

“**Judicial Administrator**” means the Law Firm Nascimento & Rezende Advogados, with head office at Rua da Ajuda, nº 35, 17º andar, Centro, Rio de Janeiro, Zip Code: 20.040-915, in the City and State of Rio de Janeiro, as appointed by the Judicial Recovery Court, under the terms of the decision issued on January 22, 2021.

“**Plan Approval**” means the approval of this Plan by the Pre-Bankruptcy Creditors at the General Creditors’ Meeting, under the terms of art. 45, 45-A or 58, §1 of the LFR. For purposes of this Plan, the Amendment Approval shall occur on the date of the General Creditors’ Meeting that approves the Plan. In the event of approval under the terms of art. 58, §1 of the LFR, the Plan Approval shall be deemed to occur on the date of the decision that grants the Judicial Recovery.

“**General Creditors’ Meeting**” or “**AGC**” means any General Creditors’ Meeting held under the terms of Chapter II, Section IV of the LFR.

“**Capital Increase**” means the increase in the capital stock of Cimento Tupi with issuance of New Shares to be subscribed by Class III Unsecured Creditors that validly elect the Restructuring Option IV provided for in Section 4.3.1.5 of this Plan, subject to the general conditions provided for in Exhibit 4.3.1.5.1.

“**Brazil**” means the Federative Republic of Brazil.

“**Capitalization of Credits**” has the meaning assigned in Section 4.3.1.5.1.

“**Brazilian Civil Code**” means Law No. 10,406, dated January 10, 2002.

“**Credits**” means the Pre-Bankruptcy Credits and the First Priority Credits.

“**Class III Credits**” means the Pre-Bankruptcy Credits set forth in arts. 41, item III, and 83, item VI, of LFR against the Debtor.

“**Class IV Credits**” means, under the terms of art. 41, item IV of the LFR, the Pre-Bankruptcy Credits held by micro or small businesses given that, as provided for in Supplementary Law No. 123/2006 (as amended), for purposes of classifying a given company as a micro or small business, revenues may be

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earned in the internal market up to the limit provided for in item II of the caput of article 3 of Supplementary Law no. 123/2006 or in §2 of article 3 of Supplementary Law no. 123/2006 , as the case may be, and, additionally, revenues arising from the export of goods or services, including when carried out through an export trade or specific purpose company provided for in art. 56 of Supplementary Law No. 123/2006, provided that export revenues also do not exceed the aforementioned annual gross revenue limits.

“Secured Credits” means the Credits secured by in rem rights, under the terms of art. 41, item II of the LFR.

“Pre-Bankruptcy Credits” means the credits and obligations to do subject to the effects of this Plan, whether due or not, whose respective contracts, obligations, and/or triggering events occurred prior to the Request Date, regardless of whether or not they are included in the List of Creditors of the Judicial Administrator. For purposes of clarity, the Pre-Bankruptcy Credits are all Credits referred to in this Plan, regardless of their nature, except the Secured Credits and the First Priority Credits.

“First Priority Credits” means the credits held against a Debtor that are not subject to the effects of this Plan on the grounds (i) that their triggering fact is subsequent to the Request Date, or (ii) they fall under art. 49, §3 and 4 of the LFR, or any other legal rule that excludes them from the effects of this Plan.

“Gross Credits” means the Pre-Bankruptcy Credits (i) subject to legal action and/or arbitration, filed or not, derived from any legal relationships and agreements existing prior to the Request Date; or (ii) in relation to the amount of which a dispute resolution or dispute is pending; or (iii) which, even if they do not fall under items (i) and (ii) above, for any reason do not appear on the List of Creditors of the Judicial Administrator.

“Unsecured Credits” means the Class III Credits, the Class IV Credits and the Unsecured Credits owned by the Strategic Supply Creditors.

“Credits Recognized a Posteriori” means Credits which requests for qualification occur after the lapse of the period provided for in art. 7, §1 of the LFR.

“Labor Credits” means the Class I Credits.

“Excess Labor Credits” has the meaning set forth in Section 4.1.2.

“Creditors” means all creditors referred to in this Plan, except the Secured Creditors, whose respective Secured Credits will not be affected by the terms of this Plan.

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“**Qualified Class III Creditors**” has the meaning set forth in Section 4.3.1.1.

“**Secured Creditors**” means the holders of Secured Credits.

“**Pre-Bankruptcy Creditors**” means Creditors holding Pre-Bankruptcy Credits.

“**Compliant First Priority Creditors**” means the First Priority Creditors, which have decided to adhere to the terms of this Plan, receiving their First Priority Credits according to the forms and deadlines set forth herein.

“**Strategic Supply Creditors**” means the Class III and/or Class IV Unsecured Creditors that continue to supply to Cimento Tupi any goods and/or services required for the maintenance of activities after the Request Date, without unreasonable changes in the terms and conditions applied until the Request Date by the respective Class III and/or Class IV Unsecured Creditors in relation to Cimento Tupi, and which do not have any pending dispute against Cimento Tupi.

“**Class III Unsecured Creditors**” means holders of Class III Credits, with the exception of Strategic Supply Creditors.

“**Class IV Unsecured Creditors**” means holders of Class IV Credits, with the exception of Strategic Supply Creditors.

“**Request Date**” means the filing date of the request for judicial recovery, namely, January 21, 2021.

“**Business Day**” means any day other than a Saturday, Sunday or holiday in the city of Rio de Janeiro, State of Rio de Janeiro.

“**Net Debt**” means the total amount of loans of Cimento Tupi (including short and long term loans), less the sum of cash and cash equivalents, both according to the latest consolidated quarterly balance sheet of Cimento Tupi.

“**North-American Dollar**” means the currency in force in the United States of America.

“**EBITDA**” means, for any period, (a) the consolidated net sales and service revenues; less (b) the consolidated cost of goods sold and services provided; less (c) the consolidated administrative and sales expenses; plus (d) the consolidated net other operating income (expenses), and net non-operating income; plus (e) any (i) depreciation, decrease or repayment, and (ii) non-pecuniary or non-recurring losses or expenses included in any of the preceding items.

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“**Material Adverse Effect**” means, in relation to Cimento Tupi, any change or effect that, individually or in conjunction with other factors, has an material adverse effect on the financial and operations condition of Cimento Tupi as a whole, or a material adverse effect on Cimento Tupi’s ability to implement, consummate and/or fulfill any of its obligations under the terms of this Plan, provided, however, that, for the purposes of this definition, no change, effect, event or occurrence arising out of or resulting from any of the following situations, individually or in in the aggregate, shall constitute or be taken into account upon determining the occurrence or not of an Material Adverse Effect: (i) changes in general, including changes in the conditions of any national, regional or global economy or industries in which Cimento Tupi operate, except to the extent Cimento Tupi is disproportionately affected by such changes; and (ii) changes in the financial or other political, market or health condition in Brazil.

“**Financial Charges**” means any monetary adjustment, interest, fine, penalties, indemnification, inflation, loss and damage, default interest and/or other charges of a similar nature.

“**Legal Confirmation of the Plan**” means the court decision rendered by the Recovery Court, approving the Judicial Recovery under terms of art. 58, caput, or §1, of the LFR. For the purposes of this Plan, the Legal Confirmation of the Plan shall be deemed to occur on the date of publication, in the Official Gazette, of the lower court decision approving the Judicial Recovery. In the event the approval is rejected at the lower or superior court, the Legal Confirmation of the Plan shall be deemed to occur, respectively, on the date of publication, in the Official Gazette, of any superior or higher court decision, in any case, whether issued by a single judge or by a collegiate – whichever occurs first – which so resolve.

“**IPCA**” means the Broad National Consumer Price Index, disclosed by the Institute of Geography and Statistics – IBGE or another index that may replace it.

“**Judicial Recovery Court**” means the Third Business Court of the Judicial District of the Capital City of the State of Rio de Janeiro.

“**Report**” means the financial economic report and valuation of properties and assets of Cimento Tupi, prepared under the terms of article 53, items II and III of the LFR, and contained in Exhibit 2.3 to this Plan.

“**Law**” or “**Laws**” means any law, ordinance, normative instruction, regulation or decree issued by any governmental authority.

“**LFR**” means Federal Law No. 11,101, dated February 09, 2005, as amended.

“**Payment General Individual Limit**” has the meaning set forth in Section 4.3.1.1.

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“Payment General Total Limit” has the meaning set forth in Section 4.3.1.1.

“Payment Option Notice” means a notice to be sent by the Class III Unsecured Creditors within up to 30 (thirty) calendar days from the Legal Confirmation of the Plan, in the form of Exhibit 4.4 and Section 4.4, so that they may state their interest in accepting any of the payment options applicable to the Class III Unsecured Creditors defined in the Section 4.3.1.

“New Shares” means are the new common, registered shares, without par value to be issued by Cimento Tupi under the Capital Increase, free and clear of any liens, in compliance with this Plan.

“Exempt Parties” means the Debtor, Cimento Tupi Shareholders, its affiliates, sureties, guarantors, officers, managers, directors, investors, employees, lawyers, agents and other representatives, including their predecessors and successors.

“Person” means any individual, firm, Corporation, company, association with no legal personality, partnership, trust or other legal entity;

“Plan” means this entire judicial recovery plan, which is compliance with the requirements of Section III, of Chapter III, of LFR.

“Period for Payment Option Choice” has the meaning set forth in Section 4.4.

“First Installment” has the meaning set forth in Section 4.3.1.1.3.

“First Tranche of the Remaining Balance After Goodwill” has the meaning set forth in Section 4.3.1.3.2.

“Payment Ratio” has the meaning set forth in Section 4.3.1.1.2.

“Net Debt and EBITDA Ratio” means, at any date (the “Transaction Date”) between: (a) the aggregate amount of the Net Debt of Cimento Tupi at the time to (b) EBITDA for the four fiscal quarterly immediately prior to the Transaction Date for which the internal financial information are made available.

“Reais” means the lawful currency of Brazil.

“Recognition of the Plan in Chapter 15” means any and all decision or court order necessary for this Plan to produce its regular effects under the procedure of Chapter 15, Title 11, of the United States Insolvency Code to be filed before the United States Court of Insolvency of the Southern District of New

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York.

“**Judicial Recovery**” means the judicial recovery proceeding related to the Cimento Tupi under No. 0012239-96.2021.8.19.0001, pending before the Judicial Recovery Court.

“**Debtor**” means Cimento Tupi.

“**List of Creditors of the Judicial Administrator**” means the list of creditors drawn up by the Judicial Administrator in the form of article 7, §2 of the LFR.

“**Balance After First Installment**” has the meaning set forth in Section 4.3.1.1.3.

“**Remaining Balance After Goodwill**” has the meaning set forth in Section 4.3.1.3.2

“**Remaining Balance After Goodwill of the Restructuring Option III**” has the meaning set forth in Section 4.2.1.24.3.1.4.2.

“**Remaining Balance of Restructuring Option IV**” has the meaning set forth in Section 4.3.1.5.2.

“**Second Tranche of Remaining Balance After Goodwill**” has the meaning set forth in Section 4.3.1.3.2.

“**Senior Unsecured Notes**” means the 9.75% Senior Unsecured Notes due 2018 issued by Cimento Tupi and traded abroad.

“**Total Class III Credits Considered**” has the meaning set forth in Section 4.3.1.1.2.

“**UPI**” means Individual Production Unit, pursuant to art. 60 of the LFR.

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EXHIBIT 2.3:

Financial Economic Report

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EXHIBIT 4.3.1.1.1

Rules for Individualization of Class III Credits represented by Senior Unsecured Notes

To be considered a Qualified Class III Creditor for all purposes of the Section 4.3.1.1, Class III Unsecured Creditors holding Class III Credits represented by Senior Unsecured Notes may individualize their respective Class III Credits according to the following terms and conditions:

- (i) Class III Unsecured Creditors shall, within fifteen (15) days after the Approval of the Plan, establish an administrative procedure for individualization of their respective Class III Credits with the Administration Court – Nascimento e Rezende Advogados with copy to Cimento Tupi, through the e-mails admjudtupi@nraa.com.br / rjtupi@cimentotupi.com.br (with subject “Individualization – Bondholder Name”), duly accompanied by the following documents:
 - a. own statement, or signed by representative, attorney, consultant or agent of any nature, stating ownership and historical/principal amount of the Class III Credit held by the respective Class III Unsecured Creditors (“Bondholder Statement”), according to the model available on <http://www.cimentotupi.com.br/cimentotupi/Portugues/detRecuperacaoJudicial.php> or other statement in materially similar terms;
 - b. corporate documents that prove the powers of representation of the person who signs the Bondholder Statement (including to sign the certificate of choice, assignment and signature), which may be replaced by notarial certificate, accompanied by their due sworn translations (in case of documents in foreign languages), in which the notary certifies that the person who signs the “Certificate of Choice, Assignment and Signature” available at <http://www.cimentotupi.com.br/cimentotupi/Portugues/detRecuperacaoJudicial.php> and the other individuals that may be listed in this “Certificate of Choice, Assignment and Signature” have been elected for the respective positions and can sign the individualization documents on behalf of the respective Class III Unsecured Creditor; and
 - c. Screen Shot, statement of account and/or any other certificate or statement issued by a brokerage house or custodian of the securities or any equivalent document attesting and confirming the historical/principal amount of the credit and the name of the holder of the Senior Unsecured Notes, confirming the information contained in the Bondholder Statement, accompanied by the sworn translation if the document is issued only in a foreign language.

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Tradutor Público e Intérprete Comercial

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

R.G.: 17.384.458 - SSP SP

C.P.F.: 181224968-30

C.C.M.: 2.845.542-8

WOODS
BRETTON WOODS

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

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EXHIBIT 4.3.1.2.6

Additional Terms and Conditions of Restructuring Option I

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EXHIBIT 4.3.1.3.3

Additional Terms and Conditions of Restructuring Option II

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EXHIBIT 4.3.1.4.3

Additional Terms and Conditions of Restructuring Option III

José Roberto Vensan Maramaldo

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EXHIBIT 4.3.1.5.1

General Conditions for the Capital Increase

- a) **Preemptive right.** Cimento Tupi Shareholders will waive their respective preemptive rights for the subscription of New Shares, as provided for in art. 171, § 2 of Law No. 6.404/1976.
- b) **Amount of the Capital Increase.** The total amount of the Capital Increase will correspond to the amount indicated in the List of Creditors of the Judicial Administrator for the Class III Credits held by the Class III Unsecured Creditors that are purpose of the Capitalization of Credits, as provided for in Section 4.3.1.5.1.
- c) **Credit amount for capitalization purposes.** Class III Credits held by Class III Unsecured Creditors that are the purpose of the Capitalization of Credits, as provided for in Section 4.3.1.5.1, will be capitalized at the amount assigned in the List of Creditors of the Judicial Administrator.
- d) **Rights.** The New Shares will have the same rights assigned to the current common shares issued by Cimento Tupi.

José Roberto Vensan Maramaldo

Tradutor Público e Intérprete Comercial

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EXHIBIT 4.3.1.5.4

Additional Terms and Conditions of Restructuring Option IV

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EXHIBIT 4.4:

Payment Option Notice

[Place], [date].

To

Cimento Tupi S.A. –Under Judicial Recovery

Avenida das Américas, nº 500, Bloco 12, rooms 205 and 206

Barra da Tijuca

Rio de Janeiro - RJ

CEP 22.640-100

Att.: Mrs. Andréa Junqueira

E-mail: rjtupi@cimentotupi.com.br

W/C:

[Judicial Administrator]

Ref.: Payment Option Notice - Judicial Recovery Plan of Cimento Tupi

Dear Sirs,

We refer to the Judicial Recovery Plan of Cimento Tupi S.A. - Under Judicial Recovery (“Cimento Tupi”), as approved at the General Creditors’ Meeting held on [=] and approved by the Recovery Court on [=] (“Plan”). The terms in capital letters and not defined in this Payment Option Notice (“Notice”) shall have the meanings assigned thereto in the Plan.

In compliance with the provisions under Section 4.4 of the Plan, the undersigned Creditor qualified below (“Creditor”) represents and proves by a document, according to the attached documents, to be the owner of Class III Credits held against Cimento Tupi.

Under these terms, Creditor notifies Cimento Tupi that it voluntarily elects the payment option described in Section [*INSERT SELECTED OPTION*] of the Plan to receive the balance of its Class III Credit in the total amount of [*INSERT CREDIT AMOUNT*], as applicable, after the payment of a portion of its respective Class III Credits under Section 4.3.1.1 of the Plan (“Credit”).

José Roberto Vensan Maramaldo

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The Creditor represents and acknowledges to Cimento Tupi and whomever may have an interest, for all legal purposes, that, upon the payment, in whole or in part, of its Credit under the terms of the Plan, the Debtor shall no longer owe anything to the Creditor, at any title or at any time, in relation to the partial or entire Credit actually paid, and the proof of such financial transaction shall be deemed as an evidence of the full, irrevocably and irreversibly discharge, in whole or in part, of the Credit paid by Cimento Tupi.

Finally, upon sending this Notice, the Creditor expressly recognizes, agrees and ratifies all effects of the Plan in relation to it and its Credit, under the terms and conditions provided for in Chapter 7 of the Plan.

Yours sincerely,

[CREDITOR]

Legal Representative:

CPF/CNPJ:

José Roberto Vensan Maramaldo

Tradutor Público e Intérprete Comercial

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EXHIBIT 7.6.1

[Place], [date].

To

Cimento Tupi S.A. – Under Judicial Recovery

Avenida das Américas, nº 500, Bloco 12, rooms 205 and 206

Barra da Tijuca

Rio de Janeiro - RJ

CEP 22.640-100

Att.: Mrs. Andréa Junqueira

E-mail: rjtupi@cimentotupi.com.br

W/C:

[Judicial Administrator]

Re: Notice for information on bank account data for payment of Credits under the
Judicial Recovery of Cimento Tupi

Dear Sirs,

We refer to the Judicial Recovery Plan of Cimento Tupi S.A. - Under Judicial Recovery (“Cimento Tupi”), as approved at the General Creditors’ Meeting held on [=] and approved by the Recovery Court on [=] (“Plan”). The terms in capital letters not define in this notice for information of bank account data for payment of Credits under the Judicial Recovery of Cimento Tupi (“Notice”) shall have the meanings assigned to them at the Plan.

In compliance with the provisions under Section 7.6.1 of the Plan, the undersigned Creditor qualified (“Creditor”) hereby inform Cimento Tupi that the payments of funds related to its Credits, in whole or in

José Roberto Vensan Maramaldo

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part, shall be made upon direct wire transfer of funds by PIX, credit order document (DOC) or immediately available funds electronic transfer (TED), to the bank account informed below:

Creditor	CPF/CNPJ:	PIX Key	Bank details		
			Bank	Branch	Account No.
[=]).	[=]).	[=]).	[=]).	[=]).	[=]).

The Creditor represents and acknowledges to Cimento Tupi and whomever may have an interest, for all legal purposes, that, upon the payment, in whole or in part, of its Credit under the terms of the Plan, the Debtor shall no longer owe anything to the Creditor, at any title or at any time, in relation to the partial or entire Credit actually paid, and the proof of such financial transaction shall be deemed as an evidence of the full, irrevocably and irreversibly discharge, in whole or in part, of the Credit paid by the Debtor.

Finally, upon sending this Notice, the Creditor expressly recognizes, agrees and ratifies all effects of the Plan in relation to it and its Credit, under the terms and conditions provided for in Chapter 7 of the Plan.

Sincerely,

[CREDITOR]

Legal Representative:

CNPJ/CPF:

This is what was to be translated on the original document, according to my best understanding, which amounted to 42.321 electronic page equivalents which I have reviewed, found true and correct, and sign below:

Emoluments: R\$ 1942.95
Receipt Book No.:02
São Paulo, October 15, 2021

Receipt No. 2176

José Roberto Vensan Maramaldo

José Roberto Vensan Maramaldo

Tradutor Público e Intérprete Comercial

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