REPÚBLICA FEDERATIVA DO BRASIL
FEDERATIVE REPUBLIC OF BRAZIL
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TRANSLATION No. BTS- 148205 BOOK No. 375 PAGE No. 001

I, the undersigned Sworn Translator and Commercial Interpreter, hereby CERTIFY this is the description and faithful translation of a DOCUMENT written in Portuguese, which I translate as follows:

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JUDICIAL REORGANIZATION PLAN OF THE OEC GROUP

January 21, 2025

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JUDICIAL RECOVERY PLAN

(1) ODEBRECHT ENGENHARIA E CONSTRUÇÃO S.A. - IN JUDICIAL REORGANIZATION, A joint-stock company, headquartered in the city of São Paulo, state of São Paulo, at Avenida das Nações Unidas, No. 14.401, 4th floor, Part V - Edifício B1 - Aroeira, Vila Gertrudes, CEP 04794-000, enrolled with CNPJ/MF under No. 19.821.234/0001-28 ("ODB E&C"); **(2) ODEBRECHT HOLDCO FINANCE LIMITED**, a company existing and incorporated under the laws of Cayman Islands, headquartered in George Town, Grand Cayman, Cayman Islands, at South Church Street, PO Box 309GT, Ugland House, registered under No. 358435 ("ODB HoldCo"); **(3) OEC S.A. - IN JUDICIAL REORGANIZATION**, A joint-stock company, headquartered in the city of São Paulo, state of São Paulo, at Avenida das Nações Unidas, No. 14.401, 4° andar, Parte P - Edifício B1 - Aroeira, Vila Gertrudes, CEP 04794-000, registered with CNPJ/MF under No. 33.950.222/0001-24 ("OEC"); **(4) OEC FINANCE LIMITED**, a company existing and incorporated under the laws of the Cayman Islands, headquartered in George Town, Grand Cayman, Cayman Islands, at South Church Street, PO Box 309GT, Ugland House, registered under No. 358433 ("OEC Finance"); **(5) CNO S.A. - IN JUDICIAL REORGANIZATION**, A corporation, headquartered in the city of São Paulo, state of São Paulo, at Avenida das Nações Unidas, n° 14.401, 4° andar, Conj. 41, 42, 43 and 44, Edifício B1 - Aroeira, Vila Gertrudes, Zip Code 04794000, enrolled with the CNPJ/MF under No. 15.102.288/0001-82 ("CNO"); **(6) BELGRÁVIA SERVIÇOS E PARTICIPAÇÕES S.A. - IN JUDICIAL REORGANIZATION**, A corporation, headquartered in the city of São Paulo, state of São Paulo, at Avenida das Nações Unidas, No. 14.401, 4° andar, Parte AB - Conj. 44 - Edifício B1 - Aroeira, Vila Gertrudes, Zip Code 04794000, enrolled with the CNPJ/MF under No. 71.884.431/0001/06 ("Belgrávia"); **(7) TENENGE OVERSEAS CORPORATION**, a company existing and incorporated under the laws of the Cayman Islands, with its registered office at George Town, Grand Cayman, Cayman Islands, at Huntlaw Corporate Services Ltd., The Huntlaw Building, P.O. Box 1350, registered under No.232850 ("TOC"); **(8) CBPO ENGENHARIA LTDA. - IN JUDICIAL REORGANIZATION**, a limited liability company, headquartered in the city of São Paulo, state of São Paulo, at Avenida das Nações Unidas, No. 14.401, 4° andar, Parte I - Edifício B1 - Aroeira, Vila Gertrudes, CEP 04794-000, enrolled with the CNPJ/MF under No. 61.156.410/0001-10 ("CBPO"); **(9) OENGER S.A. - IN JUDICIAL REORGANIZATION**, A corporation, headquartered in the city of São Paulo, state of São Paulo, at Avenida das Nações Unidas, No. 14.401,4° andar, Parte Y - Conj. 44 - Edifício B1 - Aroeira, Vila Gertrudes, ZIP code 04794-000, enrolled with the CNPJ/MF under no. 29.229.029/0001-21 ("OENGER"); **(10) ODEBRECHT OVERSEAS LIMITED**, a company

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existing and incorporated under the laws of the Bahamas, headquartered in Nassau, Bahamas, at Mareva House 4 George Street, P.O. Box N-3937, registered under No. 4834B ("OOL"); **(11) OECI S.A. – IN JUDICIAL REORGANIZATION**, A corporation, headquartered in the city of São Paulo, state of São Paulo, at Avenida das Nações Unidas, No. 14.401, 4° andar, Parte I – Edifício B1 – Aroeira, Vila Gertrudes, CEP 04794-000, registered with CNPJ/MF under No. 10.220.039/0001-78 ("OECI"); **(12) TENENGE ENGENHARIA LTDA. – IN JUDICIAL REORGANIZATION**, a limited liability company, headquartered in the city of São Paulo, state of São Paulo, at Avenida das Nações Unidas, n° 14.401, 4° andar, Parte I – Edifício B1 – Aroeira, Vila Gertrudes, CEP 04794-000, enrolled with CNPJ/MF under No. 15.122.275/0001-75 ("Tenenge" and, jointly, companies listed in items **(1)** to **(11)**, the "Debtors").

WHEREAS:

(i) the Companies under Reorganization are part of the business division of the Novonor Group (current name of the Odebrecht Group), one of the largest private business groups in the country, under the control of Novonor S.A. - In Judicial Reorganization ("Novonor Group"), which is responsible for engineering, infrastructure and civil construction services, formed by several independent companies under common control (direct or indirect) of ODB E&C ("OEC Group");

(ii) for the exercise of their activities and to provide their growth in the market, the Companies under Reorganization were structured in order to enable the raising of funds from the Brazilian and foreign financial and capital markets, by contracting financing, guarantee insurance and issuance of debts, and, for this purpose, the Companies under Reorganization organized themselves in an autonomous and coordinated manner, granting reciprocal guarantees and appearing simultaneously as financiers, guarantors and against guarantors of the respective operations, as the case may be;

(iii) in this context, the Companies under Reorganization raised funds in the North American capital market through the issuance of series of unsecured notes governed by New York Law, originally issued by Novonor Finance Limited (currently under judicial reorganization), with a personal guarantee provided by ODB E&C, CNO and OECI;

(iv) on August 19, 2020, part of the Debtors filed a request for approval of an out-of-court recovery plan ("PRE") registered under No. 1075159-25.2020.8.26.0100, before the 1st

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Bankruptcy and Judicial Recovery Court of the District of the Capital of the State of São Paulo ("Extrajudicial Recovery"), through which they sought the restructuring of their financial liabilities represented by the notes mentioned in Recital (iii) above, under the terms of articles 163 et seq. of Law No. 11.101/2005 ("LFR");

(v) on October 26, 2020, the PRE presented by the Companies under Reorganization within the scope of the Extrajudicial Reorganization was approved, pursuant to article 164, §5, of the LFR, by means of a judgment made available in the Electronic Justice Gazette of the Court of Justice of São Paulo, on October 29, 2020, and became final and unappealable on November 23, 2020, as certified on December 10, 2020;

(vi) in compliance with the obligations assumed in said pre, the credits arising from the aforementioned notes were novated and replaced by (a) new series notes denominated in Dollars, senior and unsecured, governed by New York Law, the Existing Notes (as defined below); and (b) units of a new instrument issued by ODB HoldCo, the HoldCo Instrument (as defined below);

(vii) although the Extrajudicial Reorganization enabled the fundamental equalization of a financial liability that exceeded R$18 billion and joint and several guarantees provided by the Companies under Reorganization, such procedure, by its nature and scope, was restricted to only a part of the liabilities of the OEC Group and did not involve all the Companies under Reorganization;

(viii) in order to enable a structuring solution and ensure the more comprehensive and definitive readjustment of the liabilities of the OEC Group, the preservation and continuity of its business and the fulfillment of its social function, by preserving its productive capacity and generating direct and indirect jobs, the Companies under Reorganization, companies that concentrate the liabilities and economic activities of the OEC Group whose restructuring is necessary, filed a request for judicial reorganization on June 27, 2024 ("Request Date") before the Court of the 2nd Court of Bankruptcy and Judicial Reorganization of the District of the Capital of the State of São Paulo. ("Judicial Reorganization Court" and "Judicial Reorganization");

(ix) in the context of the restructuring to be implemented in this Judicial Reorganization, the Debtors sought to raise new funds, obtaining a firm commitment from the Anchor Financier (as defined below) to, upon verification of certain precedent conditions, grant

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priority extra-bankruptcy financing in the total amount of USD 120 million, to be implemented in the debtor-in-possession financing modality, under the terms of articles 69-A and 84, I-B, of the LFR and Clause 7.1 below;

(x) the Companies under Reorganization are independent companies, with their own legal personalities, rights and obligations and segregated before third parties and among themselves, with equity and commercial autonomy for the development of their activities and operations under the terms of their respective articles of incorporation, under the directive guidance of the *holding companies* ODB E&C and OEC;

(xi) without prejudice, verifying the profile of the indebtedness and economic activities carried out by the Companies under Reorganization, notably the existence of several financial and operational obligations with cross guarantees between the Companies under Reorganization, the existence of *intercompany* operations between the Companies under Reorganization, in addition to the centralized management of the Companies under Reorganization by OEC and the identity of their respective corporate structures, the Companies under Reorganization requested the recognition and authorization of the substantial consolidation of the bidding assets and liabilities of all the Companies Under Reorganization, in accordance with art. 69-J of the LFR,, exclusive and limited consolidation for the purpose of restructuring their bankruptcy liabilities, in order to enable the timely implementation of a structuring, joint and coordinated solution for the activities and businesses of the Companies under Reorganization, without prejudice to the preservation of the respective legal personalities for all legal purposes and effects;

(**xii**) on October 22, 2024, the Judicial Reorganization Court recognized and authorized the substantial consolidation of the bidding assets and liabilities of all the Companies Under Reorganization, in accordance with art. 69-J of the LFR, thus allowing the presentation and deliberation of a unitary judicial reorganization plan, in accordance with arts. 69-L and 69-K of the LFR;

(**xiii**) at a general meeting of creditors held on November 22, 2024, the judicial reorganization plan attached to pages 23,232/23,989 of the Judicial Reorganization records ("Original Plan") was approved, observing the quorums provided for in art. 45 of the LFR;

(**xiv**) on December 18, 2024, the Judicial Reorganization Court issued the decision on fls. 26,944/26,953 of the Judicial Reorganization records, ordering the submission of a new version

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of the judicial reorganization plan by the Recovering Parties with changes to certain specific conditions, notably the provision for the Subscription Bonus and Option A – Capital Market Unsecured Credits, as defined in the Original Plan ("Decision");

(xv) in compliance with the decision and the requirements of article 53 of the LFR, the Companies Under Reorganization present this new version of the judicial reorganization plan with the changes determined by the Judicial Reorganization Court, containing the means of recovery desired by the Companies under Reorganization, and demonstrating their economic viability, through the reports of economic and financial viability and valuation of assets and proprieties ("Plan")

1. DEFINITIONS AND RULES OF INTERPRETATION

1.1. Definitions. Terms used in this Plan have the meanings defined below. Such defined terms shall be used, as appropriate and applicable, in their singular or plural form, in the masculine or feminine gender, without thereby losing the meaning assigned to them. The terms defined below are without prejudice to other definitions that may be introduced throughout the Plan.

1.1.1. "Lawsuits, Administrative Proceedings and/or Arbitration Proceedings" are the lawsuits, administrative proceedings, and/or arbitration proceedings, already initiated or that may be initiated, involving one or more Under-recovery Parties, and that deal with legal relationships that may originate Bankruptcy Credits that must be included in the List of Creditors for satisfaction in the form of this Plan.

1.1.2. "Trustee" is AJ Ruiz Consultoria Empresarial S.A., enrolled with the CNPJ/MF under No.30.615.825/0001-81, with address at Rua Lincoln Albuquerque. n° 259, Cj. 131, Perdizes, CEP No. 05004-010, in the city of São Paulo, state of São Paulo, or whoever replaces it.

1.1.3. "Affiliates" means, with respect to any person, any person directly or indirectly held, Controlling, Controlled or under common Control.

1.1.4. "Anniversary" is the date that corresponds to the 365th (three hundred and sixty-fifth) Running Day or, if in a leap year, to the 366th (three hundred and sixty-sixth) Running Day.

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1.1.5. "Approval of the Plan" is the approval of this Plan by the Bankruptcy Creditors meeting at the Creditors' Meeting designated to deliberate on it. For the purposes of this Plan, it is considered that the Approval of the Plan occurs on the date of the Creditors' Meeting in which the Plan is voted, provided that it is subsequently ratified in court under the terms of article 58, §1, of the LFR.

1.1.6. "Creditors' Meeting" is any general meeting of creditors of the Companies under Reorganization, held within the scope of this Judicial Reorganization, pursuant to Chapter II, Section IV, of the LFR.

1.1.7. "Transferred Assets and Attestations" has the meaning given in Clause 5.1 of this Plan.

1.1.8. *"Bonds"* means the HoldCo Instrument and the Existing Notes, jointly and indistinctly.

1.1.9. *"dip* Bonds" has the meaning given in Clause 7.1.4 of this Plan.

1.1.10. "Subscription Bonus" has the meaning given in Clause 7.1.4.1 of this Plan.

1.1.11. "Debtors' Cash" means the sum of all amounts, immediate liquidity financial resources and exempt financial investments held in cash by each of the Debtors, including by virtue of services provided to third parties, disposal of assets or by any other sources of funds.

1.1.12. "CBPO" has the meaning given in the preamble.

1.1.13. "Civil Code" is Federal Law No. 10.406, of January 10, 2002.

1.1.14. "Code of Civil Procedure" is Federal Law No. 13,105, of March 16, 2015.

1.1.15. "Strategic Agreements" has the meaning given in Clause 3.5 of this Plan.

1.1.16. "Control" means, pursuant to article 116 of the Brazilian Corporation Law, ***(i)*** the ownership of the rights of partners that permanently, directly or indirectly, assure the holder of the majority of the votes in the corporate resolutions and the power to elect the majority of the company's managers; and ***(ii)*** the effective use of such power to direct the corporate activities and guide the operation of the company's bodies. The expressions and terms "Controller",

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"Controlled by", "under common Control" and "Controlled" have the meanings logically arising from this definition of "Control".

1.1.17. "Co-obligation" is the obligation assumed as a result of the granting of any fiduciary guarantees, such as joint and several obligations, sureties and sureties, by a Debtor.

1.1.18. "Credits" are the credits and obligations, materialized or contingent, net or illiquid, object of judicial/administrative/arbitration action initiated or not, which are or are not listed in the List of Creditors, whether or not subject to Judicial Reorganization.

1.1.19. "Target Credits" has the meaning given in Clause 8.1.2 of this Plan.

1.1.20. "Credits with Security Interest" are the existing Bankruptcy Credits against a Debtor secured by security interests (e.g., pledge and mortgage), pursuant to article 41, item II, of the LFR, up to the limit of the value of the recorded asset, existing on the Order Date, according to the values assigned in the List of Creditors.

1.1.21. "Bankruptcy Credits" are Labor Credits, Credits with Collateral, Unsecured Credits, ME/EPP Credits and other Credits, including Net Credits and Credits arising from *Intercompany Positions, subject to Judicial Reorganization and which,* as a result, may be restructured by this Plan, under the terms of the LFR, including any Credits that are recognized within the scope of credit qualifications or challenges, or that are directed to any Companies under Reorganization due to the attribution or recognition of liability of any nature, including joint or subsidiary, subject to article 49 of the LFR and Theme 1.051 of the E. STJ.

1.1.22. "Extra-bankruptcy Credits" are the Credits held against any of the Debtors not subject to Judicial Reorganization, under the terms of the LFR.

1.1.23. "Illiquid Credits" are the contingent or illiquid Bankruptcy Credits, subject to Lawsuits, Administrative Proceedings and/or Arbitration Procedures, initiated or not, or arising from any illiquid or uncertain obligation, derived from any taxable events that occurred up to the Order Date, which may be considered Bankruptcy Credits and which, as a result, will be restructured by this Plan, under the terms of the LFR, such as Labor Credits, Credits with Real Guarantee, Unsecured Credits, ME/EPP Credits, or Credits arising from *Intercompany Positions,* as applicable.

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1.1.24. "ME/EPP Credits" are the Bankruptcy Credits held by an individual entrepreneur, EIRELI, business company and/or simple company, provided that they are classified as micro and small businesses as defined by Complementary Law No. 123, of December 14, 2006 and as provided for in articles 41, item IV and 83, item IV, item d, of the LFR.

1.1.25. "ME/EPP Credits - Option A" are the ME/EPP Credits held by ME/EPP Creditors - Option A.

1.1.26. "ME/EPP Credits - Option B" are the ME/EPP Credits held by ME/EPP Creditors - Option B.

1.1.27. "Unsecured Credits" are Unsecured Bankruptcy Credits, with special privilege, with general or subordinate privilege, as provided for in articles 41, item III and 83, item VI of the LFR, in addition to the residual balance arising from the foreclosure of any real or fiduciary guarantee. For the purposes of this Plan, Unsecured Credits include General Unsecured Credits and Capital Market Unsecured Credits, according to the meanings respectively assigned in Clauses 1.1.28 and 1.1.31.

1.1.28. "General Unsecured Credits" are Unsecured Credits that are not Unsecured Capital Market Credits.

1.1.29. "General Unsecured Credits - Option A" are the Unsecured Credits held by General Unsecured Creditors - Option A.

1.1.30. "General Unsecured Credits - Option B" are the Unsecured Credits held by General Unsecured Creditors - Option B.

1.1.31. "Unsecured Capital Market Credits" are the Unsecured Credits arising from operations carried out within the scope of the capital market, including issuances of debt securities in the domestic and foreign markets (for example, *notes* or *bonds),* held by any person, individual or legal entity, including *Bonds.*

1.1.32. "Unsecured Capital Market Credits - Option A" are the Unsecured Capital Market Credits held by Unsecured Capital Market Creditors - Option A.

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1.1.33."Unsecured Capital Market Credits - Option B" are the Unsecured Capital Market Credits held by Unsecured Capital Market Creditors - Option B.

1.1.34. "Late Credits" are the Credits held against any Debtors that are considered Bankruptcy Credits that are recognized by a supervening judicial or administrative decision, or that are included in the List of Creditors, as a result of any credit qualifications, credit challenges or any other incident or request of any nature formulated for the same purpose, provided that they are presented after the expiration of the legal deadlines referred to in article 7, § §1 and 2 of the LFR. in the form of the provisions of article 10 of the LFR. that must be restructured by this Plan. under the terms of the LFR. as Credits with Collateral. Credits arising from *Intercompany Positions.* ME/EPP credits. Unsecured Credits or Labor Credits, as applicable.

1.1.35. "Labor Credits" are the Bankruptcy Credits and rights derived from labor legislation or arising from an accident at work, pursuant to articles 41, item I. and 83, item I, of the LFR.
1.1.36. "Labor Credits - Option A" are the Labor Credits held by Labor Creditors - Option A.

1.1.37. "Labor Credits - Option B" are the Labor Credits held by Labor Creditors - Option B.

1.1.38."Labor Credits - Option C" are the Labor Credits held by Labor Creditors - Option C.

1.1.39. "Creditors" are the individuals or legal entities holding Credits, whether or not they are subject to the effects of the Plan, whether or not they are listed in the List of Creditors.

1.1.40. "Affected Lenders" has the meaning given in Clause 9.7 of this Plan.

1.1.41. "Supporting Lenders" has the meaning given in Clause 3.5 of this Plan.

1.1.42. "Supporting Creditors - Option A" has the meaning given in Clause 3.5.1 of this Plan.

1.1.43."Supporting Lenders - Option B" has the meaning given in Clause 3.5.2 of this Plan.

1.1.44. "Supporting Creditors - Option C" has the meaning given in Clause

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3.5.3 of this Plan.

1.1.45. "Collateral Creditors" are the holders of Collateral Credits.

1.1.46. "Bankruptcy Creditors" are the holders of Bankruptcy Credits.

1.1.47. "Extra-Bankruptcy Creditors" are the holders of Extra-Bankruptcy Credits.

1.1.48. "Financing Lenders" has the meaning given in Clause 7.1 of this Plan.

1.1.49. "ME/EPP Creditors" are the holders of ME/EPP Credits.

1.1.50. "ME/EPP Creditors - Option A" has the meaning given in Clause 3.4.1 of this Plan.

1.1.51. "ME/EPP Creditors - Option B" has the meaning given in Clause 3.4.2 of this Plan.

1.1.52. "Unsecured Creditors" are the holders of General Unsecured Credits and the holders of Capital Market Unsecured Credits.

1.1.53. "General Unsecured Creditors" are the holders of General Unsecured Credits.

1.1.54. "General Unsecured Creditors - Option A" has the meaning given in Clause 3.3.1.1 of this Plan.

1.1.55. "General Unsecured Creditors - Option B" has the meaning given in Clause 3.3.1.2 of this Plan.

1.1.56. "General Unsecured Creditors - Option c" has the meaning given in Clause 3.3.1.3 of this Plan.

1.1.57. "Capital Market Unsecured Creditors" are the holders of Capital Market Unsecured Credits.

1.1.58. "Capital Market Unsecured Creditors - Option A" has the meaning given in Section 3.3.2.1 of this Plan

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1.1.59. “Capital Market Unsecured Creditors - Option B” has the meaning given in Section 3.3.2.2 of this Plan

1.1.60. “Late Creditors” are the holders of Late Credits.

1.1.61.“Labor Creditors” are the holders of Labor Credits.

1.1.62. “Closing Date” means the later of the Repurchase date and the disbursement date of the dip Financing.

1.1.63. "Date of Judicial Approval of the Plan" is the date on which the publication, in the Official Gazette of Justice, of the decision of Judicial Approval of the Plan issued by the Court of Judicial Reorganization occurs.

1.1.64. “Order Date” has the meaning given in Recital **(viii)** of this Plan.

1.1.65. “Decision” has the meaning given in Recital **(xiv)** of this Plan.

1.1.66. “Debtors” are the companies described in items **(1)** to **(10)** of the preamble to this Plan.

1.1.67. “Running Day” is any day of the month, so deadlines counted in Running Days are not suspended or interrupted.

1.1.68. “Business Day” is any day other than a Saturday, Sunday or public holiday in the City of São Paulo, State of São Paulo; in addition, it shall not be a Business Day any day on which, for any reason, there is no banking hours in the City of São Paulo, State of São Paulo or in the city of New York, State of New York. Exclusively for acts that must be performed in other locations or jurisdictions, “Business Day” also means any day that, cumulatively, is not Saturday, Sunday or a holiday, or, for any reason, there is no banking hours, in the respective location, jurisdiction or in the City of São Paulo, State of São Paulo.

1.1.69. “DIP Debentures” has the meaning given in Clause 7.1.4 of this Plan.

1.1.70. “Dollars” or “US$” means United States of America Dollars.

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1.1.71. "DIP Financing Notice" has the meaning given in Clause 7.1.2 of this Plan.

1.1.72. "UPI New Engineering Unit Notice" has the meaning given in Clause 6.3.2.3 of this Plan.

1.1.73. "DIP Debentures Indenture" has the meaning given in Clause 7.1.4 of this Plan.

1.1.74. "DIP Securities Deeds" has the meaning given in Clause 7.1.4 of this Plan.

1.1.75. "Anchor Financier" is Banco BTG Pactual S.A., acting by itself, its companies, directly or indirectly, controlled or under common control or investment funds of which it is a shareholder, manager or administrator, which will subscribe and pay the dip Securities, under the terms and conditions provided for in Clause 7.1 of this Plan.

1.1.76. "DIP Lenders" has the meaning given in Clause 7.1 of this Plan.

1.1.77. "DIP Financing" has the meaning given in Clause 7.1 of this Plan.

1.1.78. "NewCo Guarantee Shares" means the fiduciary sale of all shares issued by NewCo, to be pledged as collateral to dip Securities, for the benefit of dip Financiers.

1.1.79. "Real Guarantees" are the security rights (e.g., pledge and mortgage, according to Title X of the Civil Code), under the terms of this Plan and/or article 41, II of the LFR, which guarantee the Credits with Real Guarantee.

1.1.80. "OEC Group" has the meaning given in Recital **(i)** of this Plan.

1.1.81. "Novonor Group" has the meaning given in Recital **(i)** of this Plan.

1.1.82. "Judicial Approval of the Plan" is the judicial decision rendered by the Judicial Reorganization Court that approves the Plan and, consequently, grants the Judicial Reorganization, under the terms of article 58, *caput* and/or §1 of the LFR.

1.1.83. *"Indenture Bonds* DIP" has the meaning given in Clause 7.1.4 of this Plan.

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1.1.84. "NewCo Share Guarantee Instrument" means the private instrument of fiduciary sale and other covenants, which shall set forth the terms and conditions of the NewCo Share Guarantee, on the terms and conditions to be agreed under the dip Bond Deeds.

1.1.85. "Holdco Instrument" is the profit sharing security, under the terms of the HoldCo Instrument governed by the *HoldCo Instrument Agreement, issued by ODB HoldCo,* in the aggregate amount of US$1,894,334,341.00.

1.1.86. "IPCA" is the Extended National Consumer Price Index calculated monthly by the Brazilian Institute of Geography and Statistics (IBGE). In the absence of calculation and/or disclosure of the index number for a period exceeding five (5) Business Days after the expected date for its disclosure, or, in the event of its extinction or by legal imposition or judicial determination, the IPCA must be replaced by the index that economically reflects its quality or, in its absence, the last index disclosed.

1.1.87. "Reorganization Court" has the meaning given in Recital **(viii)** of this Plan.

1.1.88. "Reports" are, together, the economic feasibility report and the economic-financial report, prepared under the terms of article 53, items II and III, respectively of the LFR, contained in **Annex 1.1.88(a)** and **(b)** of this Plan.

1.1.89. "Brazilian Corporation Law" is Federal Law No. 6.404, of December 15, 1976.

1.1.90. "LFR" has the meaning given in Recital **(iv)** of this Plan.

1.1.91. "List of Creditors" is the list of Creditors of the Companies under Reorganization prepared by the Trustee, as amended by final and unappealable court decisions that recognize new Bankruptcy Credits or change the legitimacy, classification or value of Bankruptcy Credits already recognized.

1.1.92. "NewCo" means OEC PAR S.A., a corporation, headquartered in the city of São Paulo, state of São Paulo, at Avenida das Nações Unidas, 14.401, 4° andar - Parte BN, cj. 44, Ed. B1, Aroeira, Vila Gertrudes, zip code 04794-000, enrolled with the CNPJ/MF under no. 57.011.013/0001-83.

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1.1.93. “2024 Notes” has the meaning given in Section 1.1.99 of this Plan.

1.1.94. “2026 Notes” has the meaning given in Section 1.1.99 of this Plan.

1.1.95. “2027 Notes” has the meaning given in Section 1.1.99 of this Plan.

1.1.96. “2029 Notes” has the meaning given in Section 1.1.99 of this Plan.

1.1.97. “2033 Notes” has the meaning given in Section 1.1.99 of this Plan.

1.1.98. “2046 Notes” has the meaning given in Section 1.1.99 of this Plan.

1.1.99. “Existing Notes” means the following series of unsecured notes governed by New York Law, issued by OEC Finance, each with personal guarantee provided by OEC, CNO, OECI and OENGER, with The Bank of New York Mellon as trustee*:* ***(i)*** the 7.000% Senior Notes Due October 21, 2024, in the aggregate principal amount of USD 53,417,746.45, pursuant to the indenture dated January 20, 2021 (“2024 Notes”); ***(ii)*** the 5.125% Senior Notes Due December 26, 2026, in the aggregate principal amount of US$95,232,406.55, pursuant to the indenture dated January 20, 2021 (“2026 Notes”); ***(iii)*** the 6.000% Senior Notes Due October 5, 2027, in the aggregate principal amount of $70,059,608.53, pursuant to the indenture dated January 20, 2021 (“ 2027 Notes ”); ***(iv)*** the 4.375% Senior Notes Due October 25, 2029, in the aggregate principal amount of USD 327,819,022.73, pursuant to the indenture dated January 20, 2021 (“ 2029 Notes ”); ***(v)*** the 5.250% Senior Notes Due December 27, 2033, in the aggregate principal amount of USD 335,581,097.64, pursuant to the indenture dated January 20, 2021 (“ 2033 Notes ”); (vi) the 7.125% Senior Notes Due December 26, 2046, in the aggregate principal amount of USD 642,286,674.02, pursuant to the indenture dated January 20, 2021 (“ 2046 Notes ”); ***(vii)*** the 7.500% Perpetual Notes, in the aggregate principal amount of USD 580,359,757.39, pursuant to the indenture dated January 20, 2021 (“ Perpetual Notes ”).

1.1.100. “Perpetual Notes” has the meaning given in Section 1.1.99 of this Plan.

1.1.101. “New Engineering Unit” has the meaning given in Clause 5.1 of this Plan.

1.1.102. “New Resources” has the meaning given in Clause 2.5 of this Plan.

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1.1.103. "ODB E&C" has the meaning given in the preamble to this Plan.

1.1.104. "ODB HoldCo" has the meaning given in the preamble to this Plan.

1.1.105. "OEC" has the meaning given in the preamble to this Plan.

1.1.106. "OEC Finance" has the meaning given in the preamble to this Plan.

1.1.107. "OECI" has the meaning given in the preamble to this Plan.

1.1.108. "OENGER" has the meaning given in the preamble to this Plan.

1.1.109. "Bankruptcy Credit Acquisition Offer" has the meaning given in Clause 8.1 of this Plan.

1.1.110. "OOL" has the meaning given in the preamble to this Plan.

1.1.111. "Payment Options" has the meaning given in Section 2.2.1 of this Plan.

1.1.112. "Initial Portion of Labor Credit Option B" has the meaning given in Clause 3.1.2.1 of this Plan.

1.1.113. "Initial Portion of Labor Credit Option C" has the meaning given in Clause 3.1.3.1. of this Plan.

1.1.114. "Plan" has the meaning given in Recital (xv) of this Plan.

1.1.115. "Original Plan" has the meaning given in Recital (xiii) of this Plan.

1.1.116. "*Intercompany* Positions" are the active or passive payment obligations, including those that configure or will configure Credits, whose party obliged or benefited by the obligation is a company that is part of the Novonor Group and/or its Controlling Companies, direct or indirect, Subsidiaries or companies under common Control.

1.1.117. "Election Deadline" has the meaning given in Clause 4.1 of this Plan.

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1.1.118. "PRE" means the extrajudicial reorganization plan of CNO, ODB E&C and OECI, dated August 18, 2020 and approved by the Court of the 1st Court of Bankruptcy and Judicial Reorganization of the Judicial District of the Capital of the State of São Paulo on October 26, 2020.

1.1.119. "Market Reference Price" has the meaning given in Clause 3.3.2.1 of this Plan

1.1.120. "Election Board Publication" has the meaning given in Section 4.1.2. of this Plan

1.1.121. "Out-of-Court Reorganization" has the meaning given in Recital **(iv)** of this Plan.

1.1.122. "Judicial Reorganization" has the meaning given in Recital **(viii)** of this Plan.

1.1.123. "Under-recovery Parties" are the companies identified from **(1)** to **(12)** in the Preamble.

1.1.124. "Funds Allocated for Payment of Option A - Capital Market" has the meaning given in Clause 7.1.5 (i) of this Plan.

1.1.125. "Minimum Wage" means the minimum wage, fixed by law and annually adjusted, in accordance with article 7, item IV. of the Federal Constitution of the Federal Republic of Brazil of 1988. with chapter III of Decree-Law No. 5.452. of May 1, 1943. and with Decree No. 11.864. of December 27, 2023.

1.1.126. "Remaining Balance - Option B" has the meaning given in Clause 3.1.2.2 of this Plan.

1.1.127. "Remaining Balance - Option C" has the meaning given in Clause 3.1.3.2 of this Plan.

1.1.128. "Transfer Requests" has the meaning given in Section 5.1.3.1of this Plan.

1.1.129. "Tenenge" has the meaning given in the preamble to this Plan.

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1.1.130. "Third Party" is the legal entity other than the Company under Reorganization against which the Bankruptcy Creditor holds credits and rights, whether for (a) main obligation with Co-obligation or real and/or fiduciary guarantee assumed or provided by the Company under Reorganization; and/or (b) Co-obligation or real and/or fiduciary guarantee assumed or provided by the Third Party.

1.1.131. "TOC" has the meaning given in the preamble to this Plan.

1.1.132. "TR" is the reference rate established by Federal Law No. 8,177, of March 1, 1991, as determined and disclosed by the Central Bank of Brazil, whose product, when expressly provided for in this Plan, will be added to the balance of the nominal value of the Credit for the purpose of calculating the pecuniary value of the obligations provided for in this Plan, and which will be due on the dates of payment of the portion of said obligations. In the event of temporary unavailability of the TR, the last disclosed index number will be used instead, calculated *pro rata temporis* per Business Days, however, when the index number due is disclosed, no financial compensation will be applicable. In the absence of calculation and/or disclosure of the index number for a period exceeding five (5) Business Days after the expected date for its disclosure, or, in the event of its extinction, the TR must be replaced by the rate equivalent to 0.1% (one tenth percent) per year.

1.1.133. "Transfer of Funds" has the meaning given in Section 5.1.3 of this Plan.

1.1.134. "UPI" is the Isolated Production Unit, in the form of article 60 of the LFR, which may be composed of assets and/or rights.

1.1.135. "UPI New Engineering Unit" has the meaning given in Clause 6.3.2 of this Plan.

1.1.136. "Issue Amount" has the meaning given in Section 7.1 of this Plan.

1.1.137. "Repayment Amount – General Unsecured Credits" has the meaning assigned to it in Clause 3.3.1.3.1 of this Plan.

1.1.138. "Repurchase Amount – DIP Lenders" has the meaning assigned to it in Clause 3.3.2.1.3 of this Plan.

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1.1.139. “Repurchase Amount – General Rule” has the meaning assigned to it in Clause 3.3.2.1.2 of this Plan.

1.1.140. “Offered Amount” has the meaning given in Clause 8.1.2 of this Plan.

1.2. Sections and Attachments. Unless otherwise specified, all Clauses and Schedules referred to in this Plan refer to Clauses and Schedules of this Plan. References to Clauses, sub-clauses or items of this Plan also refer to their respective sub-clauses or items. The Annexes are included and are an integral part of the Plan for all legal purposes.

1.3. Bonds. The headings of the Chapters, the Clauses, sub-clauses and items of this Plan have been included solely for reference and shall not affect their interpretation or the content of their forecasts.

1.4. Including. The terms “including”, “including” and “included”, as well as similar terms, should be interpreted as if they were accompanied by the expressions “but not limited to” and “among others”.

1.5. References. References to any documents or instruments include all respective amendments, consolidations and additions, unless otherwise expressly provided, Whenever applicable, references to the Companies under Reorganization shall be interpreted as being the legal entities that succeed it in its obligations due to corporate operations provided for or permitted under this Plan, and any others that are necessary to resize and increase the organizational efficiency and cost reduction of the OEC Group.

1.6. Legal Provisions. References to statutory provisions and to laws shall be construed as references to those provisions as in effect on this date or such date as is specifically determined by the context.

1.7. Successors. All references to any person shall include their respective successors and permitted assigns, regardless of the type of succession involved.

1.8. Deadlines. All terms provided for in this Plan will be counted in the manner provided for in article 132 of the Civil Code, disregarding the day of commencement and including the due date. Any terms of this Plan (whether counted in Business Days or not) whose initial or final

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term falls on a day that is not a Business Day, will be automatically extended to the immediately subsequent Business Day.

1.9. Conflict between Clauses. In the event of conflict between Clauses, the Clause containing a specific provision shall prevail over the Clause containing a generic provision.

1.10. Conflict with Attachments. In the event of conflict between any provision of the Plan and any of the Annexes, the provisions of this Plan shall prevail, except with regard to the DIP Bond Deed, which shall prevail in the event of any conflict with the provisions of this Plan.

1.11. Conflicts with Contracts. In the event of conflict between any provision of this Plan and any provisions of any contracts and/or deeds relating to Bankruptcy Credits, the provisions of this Plan shall prevail.

2. MAIN MEANS OF RECOVERY

2.1. Overview. The Companies under Reorganization propose the adoption of the measures indicated in the Clauses 2.2, 2.3, 2.4 and 2.5 of this Plan as a way to equate its liabilities related to Bankruptcy Credits, overcome its current economic and financial crisis and continue its activities, which are detailed in the specific sections of this Plan, under the terms of the LFR and other applicable laws.

2.2. Debt Restructuring. The Companies under Reorganization will restructure and equalize their liabilities related to Bankruptcy Credits, adapting them to their ability to pay, by changing the terms, charges and forms of payment, under the terms of Clause 3 of this Plan.

2.2.1. Payment Options at the Lender's choice. The Plan gives certain Bankruptcy Creditors the right to choose, among a number of options, the option to pay their Bankruptcy Credits (indistinctly, "Payment Options"), under the terms of Clause 3 and respective sub-clauses below, in order to ensure the equal treatment between the Bankruptcy Creditors, insofar as it allows each Bankruptcy Creditor to elect the option that best meets their interests.

2.3. Corporate Reorganization. The Companies under Reorganization, individually and/or jointly, may carry out one or more corporate reorganization operations, provided that the terms of Clause 5 of this Plan are observed, aiming to establish a more efficient and adequate structure for the implementation of this Plan, the continuity of its activities, the implementation of its

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strategic business plan and the constitution and organization of UPIs in the form of this Plan and under the terms of article 50 of the LFR, as applicable, including to enable the entry of new shareholders and/or new investors.

2.3.1. New Engineering Unit. The New Engineering Unit will be constituted under the terms of Clause 5.1 of this Plan, and will concentrate part of the engineering projects currently conducted by OECI and Tenenge and the future engineering projects of the OEC Group. To this end, the New Engineering Unit will receive, without any solidarity for the obligations of the Companies under Reorganization of any nature, under the terms of article 233 of the Law of S,A, and Clause 5.1.4. below, part of the team of qualified people, the set of equipment, the technical collection linked to the engineering activities developed by the Companies under Reorganization, becoming a strong competitor in the national and international engineering market by bringing together ***(i)*** the operational excellence and technical knowledge of the OEC Group and ***(ii)*** an adequate capital structure, with reduced leverage, which will allow *(ii, a)* the fulfillment of the requirements required by contractors to participate in new bids or direct negotiations; and *(ii,b)* the realization of investments in capital goods *(capex)* constantly required for operational improvement, The results generated by the New Engineering Unit, subject to the terms and conditions of Clause 5.1.3 and respective sub-clauses, will reinforce the ability of the Companies under Reorganization to comply with the obligations set forth in this Plan, for the benefit of all *stakeholders,* especially the Bankruptcy Creditors, subject to the provisions of Clause 3 and respective sub-clauses of this Plan.

2.4. Disposal and Encumbrance of Assets and Constitution of UPIs. This Plan governs the terms and conditions applicable to current and non-current assets and assets that have been acquired by the Companies under Reorganization until the Order Date, and the Companies under Reorganization are hereby authorized to dispose of, sell, lease, lease, pay, remove, encumber or offer as collateral, including judicial guarantee, assets, assets and/or rights ***(i)*** that are part of their current assets, and ***(ii)*** that are part of their non-current assets, provided that the terms, conditions and restrictions described in Clause 6 of this Plan are observed in all cases.

2.4.1. UPI New Engineering Unit. The Under-recovery Parties may, in particular, carry out a partial or total divestment in the New Engineering Unit, in the form of UPI, constituted under the terms of Clause 6.3.2 of this Plan.

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2.5. Fundraising of New Funds. The Companies under Reorganization may, in order to continue their activities, increase the cash flow and payment of their debts, prospect and raise new funds and adopt the measures provided for in Clause 7 and following by contracting new credit lines, financing or other forms of funding, including in the capital market and with the offer of guarantees, to be approved under the terms of the corporate and governance documents of the Companies under Reorganization, as applicable, and provided that the terms and conditions set forth in Clause 7 of this Plan and in the dip Securities are observed, as well as any necessary contractual or regulatory requirements, authorizations or limitations, as applicable ("New Resources"), Any New Resources will have an extra-bankruptcy nature for the purposes of the provisions of the LFR, unless expressly agreed otherwise between the parties.

3. RESTRUCTURING OF BANKRUPTCY CREDITS

3.1. Labor Credits. Labor Creditors may elect the form of payment of their Labor Credits in accordance with one of the following Payment Options, provided that the procedure for electing a Payment Option described in Clause 4.1 below is observed.

3.1.1. Option A. Labor Creditors who validly elect this Option A, as well as those who fall within the scope of Clause 3.1.5 ("Labor Creditors - Option A"), will have their Labor Credit fully restructured and paid up to the limit of the value of their Credit or up to 155 (one hundred and fifty-five) Minimum Wages, whichever is less, in cash, in a single installment, due until the 1st Anniversary of the Judicial Approval Date of the Plan ("Labor Credits - Option A").

3.1.1.1. Correction and Remuneration Interest. Labor Credits - Option A will be corrected and updated according to the RT, plus a surcharge of 0.1% p.a. (one tenth percent per year). from the Order Date until the date of actual payment.

3.1.1.2, Novation. If the amount of the Labor Credit - Option A of the respective Bankruptcy Creditor exceeds 155 (one hundred and fifty-five) Minimum Wages, said Credit will be novated and will correspond to the amount equivalent to 155 (one hundred and fifty-five) Minimum Wages, plus applicable interest and monetary restatement.

3.1.1.3. Labor Credits – Option A of up to R$ 6,000.00. Labor Credits – Option A that have a value of up to R$6,000.00 (six thousand reais) will be paid in full up to the limit of R$ 6,000.00 (six thousand reais) in a single installment, without discount, due in (i) up to 60 (sixty)

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Business Days from the Date of Judicial Approval of the Plan, for Labor Credits – Option A duly included in the List of Creditors, or (ii) up to 60 (sixty) Business Days from the receipt by the Debtors of the notification provided for in Clause 3.1.5, for Late Labor Credits.

3.1.1.4. Settlement. The choice of this option and the respective payment provided herein necessarily implies broad, general and unrestricted discharge of the Labor Credit in question.

3.1.2. Option B. Labor Creditors who validly elect this Option B ("Labor Creditors - Option B") will have their Labor Credit fully restructured and paid in accordance with the terms and conditions detailed below ("Labor Credits - Option B ").

3.1.2.1. Initial Installment of up to 150 Minimum Wages. Initial payment, equivalent to up to 150 (one hundred and fifty) Minimum Wages, to be made in full in cash, in a single installment, due until the 1st Anniversary of the Judicial Approval Date of the Plan ("Initial Installment of Labor Credit Option B").

3.1.2.2. Installment Greater than 150 Minimum Wages. The portion of Labor Credits - Option B that exceeds the amount equivalent to 150 (one hundred and fifty) Minimum Wages will be restructured and paid according to the terms and conditions detailed below ("Remaining Balance - Option B").

3.1.2.2.1. Maturity and Amortizations. The Remaining Balance - Option B will expire on the 23rd (twenty-third) Anniversary of the Plan's Judicial Approval Date, and will be amortized in twenty (20) annual installments, the first nineteen (19) in an amount equivalent to one percent (1%) of the remaining balance, each, and the total remaining balance will be amortized in the twentieth (20th) installment. The first installment will be due on the 4th Anniversary of the Plan's Judicial Approval Date.

3.1.2.2.2. Correction and Remuneration Interest. The Remaining Balance - Option B will be corrected and updated according to the RT, plus a surcharge of one tenth percent per year (0.1% p.a.), from the Order Date to the date of actual payment.

3.1.2.2.3. Date of Payment of Interest and Correction. The interest and correction object of Clause 3.1.2.2.2 above levied before the payment of the 1st (first) installment, provided for in Clause 3.1.2.2.1 above, will be capitalized.

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From the payment of the 1st (first) installment, the remuneration interest levied on the outstanding balance of the Remaining Balance – Option B will be paid on the amortization dates of the principal indicated in the schedule of Clause 3.1.2.2.1 above.

3.1.3. Option C. Labor Creditors who validly elect this Option C ("Labor Creditors - Option C") will have their Labor Credit fully restructured and paid in accordance with the terms and conditions detailed below ("Labor Credits - Option C").

3.1.3.1. Initial Installment of up to 150 Minimum Wages. Initial payment, equivalent to up to 150 (one hundred and fifty) Minimum Wages, to be made in full in cash, in a single installment, due until the 1st Anniversary of the Judicial Approval Date of the Plan ("Initial Installment of Labor Credit Option C").

3.I.3.2. Installment Greater than 150 Minimum Wages. The portion of Labor Credits - Option C that exceeds the amount equivalent to 150 (one hundred and fifty) Minimum Wages will be restructured and paid according to the terms and conditions detailed below ("Remaining Balance - Option C").

3.1.3.2.1. Discount. On the Remaining Balance - Option C updated and corrected until the Order Date, a discount of sixty percent (60%) will be applied.

3.1.3.2.2. Maturity and Amortization. The Remaining Balance - Option C will expire on the 13th (thirteenth) Anniversary of the Plan's Judicial Approval Date, and will be amortized in 10 (ten) annual installments, the first 9 (nine) in an amount equivalent to 1% (one percent) of the remaining balance, each, and the total remaining balance will be amortized in the 10th (tenth) installment. The first installment will be due on the 4th (fourth) Anniversary of the Judicial Approval Date of the Plan.

3.1.3.2.3. Correction and Remuneration Interest. The Remaining Balance - Option C will be corrected and updated according to the RT, plus a surcharge of one tenth percent per year (0.1% p.a.), from the Order Date to the date of actual payment.

3.1.3.2.4. Date of Payment of Interest and Correction. The interest and correction object of Clause 3.1.3.2.3 above levied before the payment of the 1st (first) installment, provided for in Clause 3.1.3.2.2 above, will be capitalized, From the payment of the

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1st (first) installment, the remuneration interest levied on the outstanding balance of the Remaining Balance - Option C will be paid on the amortization dates of the principal indicated in the schedule of Clause 3.1.3.2.2 above.

3.1.4. Labor Credits of Strictly Salary Nature. Labor Credits of a strictly salary nature, due in the three (3) months prior to the Order Date, will be paid within thirty (30) Calendar Days from the Judicial Approval Date of the Plan up to the limit of up to five (5) Minimum Wages, pursuant to article 54, §1, of the LFR. Any balance remaining after the payment provided for in this Clause, if any, will receive the treatment provided for in the Payment Options provided for in Clauses 3.1.1, 3.1.2 or 3.1.3, provided that the procedure for choosing the Payment Option described in Clause 4.1 below is observed, being certain that the payments of Labor Credits of a strictly salary nature, pursuant to article 53, §1, of the LFR, will be considered as advances of the payment of the Initial Portion of the Labor Credit Option B, the Initial Portion of the Labor Credit Option C or the Labor Credits - Option A, as applicable.

3.1.5. Late Labor Credits and Standard Payment Option. Labor Creditors who (i) do not timely inform their bank details, (ii) do not validly carry out the election of Payment Option under the terms described in Clause 4.1 below, and (iii) are Late Creditors will have their Labor Credits restructured and paid necessarily under the terms of the Labor Credits option - Option A, being certain that the payment of their Labor Credit will be due within twelve (12) months from the receipt by the Companies under Reorganization of notification sent by the Labor Creditor, under the terms of Clauses 4.1.1 and 11.9, correctly informing their bank details in the form of **Annex 4.1** and, in the case of Late Creditors, communicating (a) the publication of the decision that determines the inclusion of said Labor Credit in the List of Creditors; or (b) there being an appeal processed with suspensive effect against said decision, the publication of the monocratic or collegiate decision that judges the appeal definitively; or (c) the eventual transaction carried out with the Companies under Reorganization to close the respective litigation, as applicable.

3.1.6. Other Resources or Benefits Paid to Members of the Companies under Reorganization. The Under-recovery Parties are authorized to normally make payments associated with benefits attributed to their members, such as private pension, health insurance, food vouchers and others, as originally contracted, even if they correspond, in whole or in part, to Bankruptcy Credits, so that there are no interruptions to the detriment of their members.

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3.2. Credits with Real Collateral. Collateral Creditors will have their Collateral Credits restructured and paid under the terms and conditions of Clause 3.3.1.2, provided that the procedure described in Clause 4.1 below is observed.

3.2.1. Security Interests. The Credits with Security Interest will remain guaranteed by the respective Security Interests currently constituted. For the avoidance of doubt, the Collateral currently constituted for each of the Collateral Creditors will not be shared with the other Bankruptcy Creditors.

3.2.2. Donation in Payment. Creditors with Collateral who wish to receive the property recorded with collateral in payment of the respective Credits with Collateral must send notification to the Companies under Reorganization, within thirty (30) Calendar Days from the Date of Judicial Homologation of the Plan, pursuant to Clause 11.9, communicating such option, which will be considered final, definitive, binding, irrevocable and irreversible, generating the discharge of the Credit with Collateral in question in the amount agreed between the Creditor with Collateral and Companies under Reorganization, and any debit balance will be considered Unsecured Credit and Retardable Credit. The Under-recovery Parties shall perform all necessary acts to implement the payment in accordance with the terms agreed with the respective Collateral Creditor.

3.2.2.1. Co-operation. The Secured Creditors undertake to collaborate, at all times, to perform any and all acts or measures necessary or useful, including signing the documents, instruments or forms to implement the payment.

3.2.2.2. Legal Status of the Asset. The Collateral Creditors declare that they will receive the assets in the form and state in which they are.

3.2.3. Credits with Late Collateral. Secured Creditors who are Late Creditors shall have the right to receive only payments of interest, monetary correction and principal made under Clause 3.3.1.2 that are due after 30 (thirty) Calendar Days from the receipt by the Debtors of the notification sent by the Secured Creditor under Clauses 4.1.1 and 11.9, correctly informing their bank details in the form of Annex 4.1 and communicating (a) the publication of the decision that determines the inclusion of said Secured Credit in the List of Creditors; or (b) if there is an appeal processed with suspensive effect against said decision, the publication of the monocratic or collegiate decision that judges the appeal definitively, with the Secured Creditor being allowed to indicate, within the scope of the notification sent under the terms of this Clause, an interest in

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receiving the secured asset in payment of the respective Secured Credits, under the terms of Clause 3.2.2. For the sake of clarification, Secured Creditors who are Late Creditors will not be entitled to receive any payment due or that has been made under the terms of Clause 3.3.1.2 on a date prior to the receipt of the aforementioned notification by the Debtors.

3.3. Unsecured Credits.

3.3.1. General Unsecured Credits. The General Unsecured Creditors may elect the form of payment of their General Unsecured Credits in accordance with one of the following Payment Options, and provided that the procedure for electing a Payment Option described in Clause 4.1 below is observed.

3.3.1.1. Option A. The General Unsecured Creditors who validly elect this Option A ("General Unsecured Creditors - Option A"), will have their General Unsecured Credits restructured and paid up to the limit of their General Unsecured Credit or R$30,000.00 (thirty thousand reais), whichever is less, in cash, in a single installment, due within sixty (60) Business Days from the Judicial Approval Date of the Plan ("General Unsecured Credits – Option A").

3.3.1.1.1. Correction and Remuneration Interest. The General Unsecured Credits - Option A will be corrected and updated according to the TR, plus a surcharge of 0.1% p.a. (0.1% p.a.), from the Order Date to the date of actual payment.

3.3.1.1.2. Novation. If the amount of the General Unsecured Credit - Option A of the respective Bankruptcy Creditor exceeds R$30,000.00 (thirty thousand reais), said Credit will be novated and will correspond to the amount of R$30,000.00 (thirty thousand reais), plus the applicable interest and monetary correction.

3.3.1.1.3. Settlement. The choice of this option and the respective payment provided for herein necessarily imply broad, general and unrestricted discharge of the General Unsecured Credit in question.

3.3.1.2. Option B. The General Unsecured Creditors that validly elect this Option B, as well as those that fall within the scope of Clause 3.3.1.3 (“General Unsecured Creditors - Option B”), will have their General Unsecured Credits restructured and paid under the terms and conditions detailed below (“General Unsecured Credits - Option B”).

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3.3.1.2.1. Maturity and Amortization. The General Unsecured Credits - Option B will expire on the twenty-fifth (25th) Anniversary of the Plan's Judicial Approval Date, and will be amortized according to the following schedule:

Portion	Due Date	Amortized Value of General Unsecured Credits - Option B
1	6th Anniversary of the Judicial Approval Date of the Plan	0.1%
2	7th Anniversary of the Judicial Approval Date of the Plan	0.1%
3	8th Anniversary of the Judicial Approval Date of the Plan	0.1%
4	9th Anniversary of the Judicial Approval Date of the Plan	0.1%
5	10th Anniversary of the Judicial Approval Date of the Plan	0.1%
6	11th Anniversary of the Judicial Approval Date of the Plan	0.2%
7	12th Anniversary of the Judicial Approval Date of the Plan	0.2%
8	13th Anniversary of the Judicial Approval Date of the Plan	0.2%
9	14th Anniversary of the Judicial Approval Date of the Plan	0.2%
10	15th Anniversary of the Judicial Approval Date of the Plan	0.2%
11	16th Anniversary of the Judicial Approval Date of the Plan	0.3%
12	17th Anniversary of the Judicial Approval Date of the Plan	0.3%
13	18th Anniversary of the Judicial Approval Date of the Plan	0.3%
14	19th Anniversary of the Judicial Approval Date of the Plan	0.3%
15	20th Anniversary of the Judicial Approval Date of the Plan	0.3%
16	21st Anniversary of the Judicial Approval Date of the Plan	0.4%
17	22nd Anniversary of the Judicial Approval Date of the Plan	0.4%
18	23rd Anniversary of the Judicial Approval Date of the Plan	0.4%
19	24th Anniversary of the Judicial Approval Date of the Plan	0.4%
20	25th Anniversary of the Judicial Approval Date of the Plan	Remaining balance

3.3.1.2.2. Correction and Remuneration Interest. The General Unsecured Credits - Option B will be corrected and updated according to the TR, plus a surcharge of 0.1% p.a. (0.1% p.a.), from the Order Date to the date of actual payment.

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3.3.1.2.3. Date of Payment of Interest and Correction. The interest and correction object of Clause 3.3.1.2.2 above levied before the payment of the 1st (first) installment, provided for in Clause 3.3.1.2.1 above, will be capitalized, From the payment of the 1st (first) installment, the remuneration interest levied on the outstanding balance of the General Unsecured Credits - Option B will be paid on the amortization dates of the principal indicated in the schedule of Clause 3.3.1.2.1 above.

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3.3.1.2.4. Default Bonus. If the Debtors are in compliance with all the financial obligations provided for in Clauses 3.3.1.2.1 and 3.3.1.2.3 above, the discount of 80% (eighty percent) will be applied to the amount of the last installment due as amortization of the General Unsecured Credits - Option B, provided for in Clause 3.3.1.2.1.

3.3.1.3. Option C. General Unsecured Creditors who validly elect this Option C ("General Unsecured Creditors – Option C") will have their General Unsecured Credits ("General Unsecured Credits – Option C") restructured and paid in cash, applying the provisions of the subclauses below, in a single installment, due within 10 (ten) Business Days from the date of disbursement of the DIP Financing ("Repurchase – General Unsecured Credits").

3.3.1.3.1. Repayment Amount – General Unsecured Credits. The General Unsecured Credits – Option C will have a repayment price equivalent to 1.1179% (one thousand one hundred and seventy-nine tenths of a thousandth percent) of the General Unsecured Credit – Option C held by the respective General Unsecured Creditor – Option C ("Repayment Amount – General Unsecured Credits").

3.3.1.3.2. Settlement. The choice of this option and the receipt of the respective payment provided for herein necessarily implies broad, general and unrestricted settlement of the General Unsecured Credit in question.

3.3.1.4. Late General Unsecured Creditors and Default Payment Option. The General Unsecured Creditors that do not validly carry out the election of Payment Option and the General Unsecured Creditors that are Late Creditors will have their General Unsecured Credits restructured and paid necessarily under the terms of the General Unsecured Credits Option - Option B. so that they will be entitled only to interest payments, monetary and principal correction made under the terms of Clause 3.3.1.2 that expire after 30 (thirty) Calendar Days from the receipt by the Debtors of a notification sent by the General Unsecured Creditor under the terms of Clauses 4.1.1 and 11.9, correctly informing their bank details in the form of **Annex 4.1** and, in the case of the Late Creditors, communicating (a) the publication of the decision that determines the inclusion of said General Unsecured Credit in the List of Creditors; or (b) there being an appeal processed with suspensive effect against said decision, the publication of the monocratic or collegiate decision that judges the appeal definitively; or (c) the eventual transaction carried out with the Debtors to close the respective litigation, as applicable. By way of clarification, the General Unsecured Creditors that are Late Creditors shall not be entitled to

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receive any payment due or that has been made under the terms of Clause 3.3.1.2 on a date prior to the receipt of the aforementioned notification by the Companies under Reorganization, being guaranteed the settlement of their Bankruptcy Credit under the terms of the payment schedule provided for in Clause 3.3.1.2.1.

3.3.2. Unsecured Credits Capital Market. Unsecured Capital Market Creditors may elect the form of payment of their Unsecured Capital Market Credits in accordance with one of the following Payment Options, provided that the procedure for choosing a Payment Option described in Clause 4.1 below is observed.

3.3.2.1. Option A. The Unsecured Capital Market Creditors that validly elect this Option A ("Unsecured Capital Market Creditors - Option A") will have their Unsecured Capital Market Credits ("Unsecured Capital Market Credits – Option A") restructured and paid in cash, with the Resources Allocated for the Payment of Option A – Capital Market (as defined in Clause 7.1.5 below), applying the provisions of the sub-clauses below, in a single installment, due within ten (10) Business Days from the date of disbursement of the DIP Financing ("Repurchase").

3.3.2.1.1. Minimum Amount Allocated for Repurchase. The Companies under Reorganization will allocate at least **US$50,000,000.00** (fifty million Dollars), received under the dip Financing, for the implementation of the Repurchase ("Minimum Global Repurchase Amount")

3.3.2.1.2. Repurchase Value - General Rule. The Unsecured Capital Market Credits - Option A will have a repurchase price equivalent to 18.432% (eighteen point four hundred and thirty-two thousandths percent) of the average market price of each *Bond,* in the thirty-one (31) Calendar Days prior to the Order Date, as disclosed on the *Bloomberg* platform, HP function, BVAL pricing source and listed in **Annex 3.3.2.1.2** ("Market Reference Price" and "Repurchase Value - General Rule").

3.3.2.1.3. Repurchase Value - DIP Financiers. The Unsecured Capital Market Credits - Option A held by the Unsecured Capital Market Creditors - Option A that choose to join the dip Financing, under the terms and conditions described in Clause 7.1.2 below, as well as the Unsecured Capital Market Credits - Option A that are held by the Anchor Financier or its Affiliates, will have a repurchase price equivalent to 58.313% (fifty-eight point three

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hundred and thirteen thousandths percent) of the Market Reference Price ("Repurchase Value - dip Financiers").

3.3.2.1.4. Apportionment of Surplus Resources. If the amounts required for Repurchase of all Unsecured Capital Market Credits - Option A, calculated according to Clauses 3.3.2.1.2 and 3.3.2.1.3, is less than the Minimum Global Repurchase Amount, the amount equivalent to the difference between the Minimum Global Repurchase Amount and the amounts actually paid in the context of the Repurchase will be distributed to each Unsecured Capital Market Creditor – Option A, respecting the proportion of the effective payment amount that each Unsecured Capital Market Creditor – Option A is entitled to in compliance with the payment percentages, as the case may be, on the Market Reference Price under the terms of Clauses 3.3.2.1.2 and 3.3.2.1.3.

3.3.2.1.5. Settlement. The choice of this option and the receipt of the respective payment provided for herein necessarily implies, broad, general and unrestricted discharge of the Unsecured Capital Market Credit in question.

3.3.2.2. Option B. The Unsecured Capital Market Creditors that validly elect this Option B, as well as those that fall within the scope of Clause 3.3.2.3 ("Unsecured Capital Market Creditors – Option B") will have their Unsecured Capital Market Credits restructured and paid under the terms and conditions detailed below ("Unsecured Capital Market Credits – Option B").

3.3.2.2.1. Maturity and Amortization. The Unsecured Capital Market Credits – Option B will expire on the 25th (twenty-fifth) Anniversary of the Judicial Approval Date of the Plan, and will be amortized according to the following schedule:

Portion	Due Date	Amortized Value of Unsecured Credits Capital Market - Option B
1	6th Anniversary of the Judicial Approval Date of the Plan	0.1%
2	7th Anniversary of the Judicial Approval Date of the Plan	0.1%
3	8th Anniversary of the Judicial Approval Date of the Plan	0.1%
4	9th Anniversary of the Judicial Approval Date of the Plan	0.1%
5	10th Anniversary of the Judicial Approval Date of the Plan	0.1%

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6	11th Anniversary of the Judicial Approval Date of the Plan	0.2%
7	12th Anniversary of the Judicial Approval Date of the Plan	0.2%
8	13th Anniversary of the Judicial Approval Date of the Plan	0.2%
9	14th Anniversary of the Judicial Approval Date of the Plan	0.2%
10	15th Anniversary of the Judicial Approval Date of the Plan	0.2%
11	16th Anniversary of the Judicial Approval Date of the Plan	0.3%
12	17th Anniversary of the Judicial Approval Date of the Plan	0.3%
13	18th Anniversary of the Judicial Approval Date of the Plan	0.3%
14	19th Anniversary of the Judicial Approval Date of the Plan	0.3%
15	20th Anniversary of the Judicial Approval Date of the Plan	0.3%
16	21st Anniversary of the Judicial Approval Date of the Plan	0.4%
17	22nd Anniversary of the Judicial Approval Date of the Plan	0.4%
18	23rd Anniversary of the Judicial Approval Date of the Plan	0.4%
19	24th Anniversary of the Judicial Approval Date of the Plan	0.4%
20	25th Anniversary of the Judicial Approval Date of the Plan	*Remaining balance*

3.3.2.2.2. Correction and Remuneration Interest. Unsecured Capital Market Credits - Option B will be corrected and updated according to the TR, plus a surcharge of one tenth percent per year (0.1% p.a.) from the Order Date until the date of actual payment.

3.3.2.2.3. Date of Payment of Interest and Correction. The interest and correction object of Clause 3.3.2.2.2 above levied before the payment of the 1st (first) installment, provided for in Clause 3.3.2.2.1 above, will be capitalized. From the payment of the 1st (first) installment, the remuneration interest levied on the outstanding balance of the Unsecured Capital Market Credits - Option B will be paid on the amortization dates of the principal indicated in the schedule of Clause 3.3.2.2.1 above.

3.3.2.2.4. Default Bonus. If the Debtors are in compliance with all financial obligations provided for in Clauses 3.3.2.2.1 and 3.3.2.2.3 above, the discount of 80% (eighty percent) will be applied to the amount of the 20th (twentieth) installment due as amortization of the Unsecured Capital Market Credits - Option B, provided for in Clause 3.3.2.2.1 above.

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3.3.2.3. Unsecured Lenders Retarded Capital Market and Standard Payment Option. The Unsecured Capital Market Creditors that ***(i)*** do not validly carry out the election of a Payment Option and the Unsecured Capital Market Creditors, ***(ii)*** are Late Creditors, and/or ***(iii)*** that are Financing Creditors and fail to fully honor the payment of the respective dip Financing Portion, pursuant to Clause 7.1.3.1, will have their Unsecured Capital Market Credits restructured and necessarily paid under the terms of the Unsecured Capital Market Credits option - Option B, so that they will be entitled only to the payments of interest, monetary correction and principal made pursuant to Clause 3.3.2.2 that mature after 30 (thirty) Calendar Days from the receipt by the Companies under Reorganization of a notification sent by the Unsecured Capital Market Creditor, pursuant to Clauses 4.1.1 and 11.9, correctly informing their bank details in the form of **Annex 4.1** and, in the case of Late Creditors, communicating (a) the publication of the decision that determines the inclusion of said Unsecured Capital Market Credit in the List of Creditors; or (b) there being an appeal processed with suspensive effect against said decision, the publication of the monocratic or collegiate decision that judges the appeal definitively; or (c) any transaction carried out with the Companies under Reorganization to close the respective litigation, as applicable. By way of clarification, the Capital Market Unsecured Creditors that are Late Creditors will not be entitled to receive any payment due or that has been made under the terms of Clause 3.3.2.2 on a date prior to the receipt of the aforementioned notification by the Companies under Reorganization, being guaranteed the settlement of their Bankruptcy Credit under the terms of the payment schedule provided for in Clause 3.3.2.2.1.

3.4. ME/EPP Credits. ME/EPP Creditors may elect the form of payment of their ME/EPP Credits in accordance with one of the following Payment Options, provided that the procedure for electing a Payment Option described in Clause 4.1 below is observed.

3.4.1. Option A. ME/EPP Creditors who validly elect this Option A ("ME/EPP Creditors - Option A") will have their ME/EPP Credits restructured and paid up to the limit of their ME/EPP Credit or R$15,000.00 (fifteen thousand reais), whichever is less, in cash, in a single installment, due within sixty (60) Business Days from the Judicial Approval Date of the Plan ("ME/EPP Credits - Option A").

3.4.1.1. Correction and Remuneration Interest. The ME/EPP Credits - Option A will be corrected and updated according to the TR, plus a surcharge of 0.1% (one tenth percent per year). from the Order Date to the date of actual payment.

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3.4.1.2. Novation. If the amount of the ME/EPP Credit - Option A of the respective Bankruptcy Creditor exceeds R$15,000.00 (fifteen thousand reais), said Credit will be novated and will correspond to R$15,000.00 (fifteen thousand reais), plus the applicable interest and monetary correction.

3.4.1.3. Settlement. The choice of this option and the respective payment provided for herein necessarily imply broad, general and unrestricted discharge of the ME/EPP Credit in question.

3.4.2. Option B. ME/EPP Creditors that validly elect this Option B, as well as those that fall within the scope of Clause 3.4.3 ("ME/EPP Creditors – Option B"), will have their ME/EPP Credits restructured and paid according to the terms and conditions detailed below ("ME/EPP Credits – Option B").

3.4.2.1. Maturity and Amortization. ME/EPP Credits – Option B will expire on the 25th (twenty-fifth) Anniversary of the Plan's Judicial Approval Date, and will be amortized according to the following schedule:

Portion	Due Date	Amortized Value of ME/EPP Credits - Option B
1	6th Anniversary of the Judicial Approval Date of the Plan	0.1%
2	7th Anniversary of the Judicial Approval Date of the Plan	0.1%
3	8th Anniversary of the Judicial Approval Date of the Plan	0.1%
4	9th Anniversary of the Judicial Approval Date of the Plan	0.1%
5	10th Anniversary of the Judicial Approval Date of the Plan	0.1%
6	11th Anniversary of the Judicial Approval Date of the Plan	0.2%
7	12th Anniversary of the Judicial Approval Date of the Plan	0.2%
8	13th Anniversary of the Judicial Approval Date of the Plan	0.2%
9	14th Anniversary of the Judicial Approval Date of the Plan	0.2%
10	15th Anniversary of the Judicial Approval Date of the Plan	0.2%
11	16th Anniversary of the Judicial Approval Date of the Plan	0.3%
12	17th Anniversary of the Judicial Approval Date of the Plan	0.3%

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13	18th Anniversary of the Judicial Approval Date of the Plan	0.3%
14	19th Anniversary of the Judicial Approval Date of the Plan	0.3%
15	20th Anniversary of the Judicial Approval Date of the Plan	0.3%
16	21st Anniversary of the Judicial Approval Date of the Plan	0.4%
17	22nd Anniversary of the Judicial Approval Date of the Plan	0.4%
18	23rd Anniversary of the Judicial Approval Date of the Plan	0.4%
19	24th Anniversary of the Judicial Approval Date of the Plan	0.4%
20	25th Anniversary of the Judicial Approval Date of the Plan	*Remaining balance*

3.4.2.2. Correction and Remuneration Interest. The ME/EPP Credits held by the ME/EPP Creditors - Option B will be corrected and updated according to the TR, plus a surcharge of 0.1% p.a. (0.1% p.a.), from the Order Date to the date of actual payment.

3.4.2.3. Date of Payment of Interest and Correction. The interest and correction object of Clause 3.4.2.2 above levied before the payment of the first (1st) installment, provided for in Clause 3.4.2.1 above, will be capitalized. From the payment of the 1st (first) installment, the remuneration interest levied on the outstanding balance of the ME/EPP Credits - Option B will be paid on the amortization dates of the principal indicated in the schedule of Clause 3.4.2.1 above.

3.4.2.4. Default Bonus. If the Debtors are in compliance with all the financial obligations provided for in Clauses 3.4.2.1 and 3.4.2.3 above, the discount of 80% (eighty percent) will be applied to the amount of the last installment due as amortization of the ME/EPP Credits held by the ME/EPP Creditors - Option B. provided for in Clause 3.4.2.1.

3.4.3. Late ME/EPP Lenders and Default Payment Option. ME/EPP Creditors that do not validly carry out the election of Payment Option and ME/EPP Creditors that are Late Creditors will have their ME/EPP Credits restructured and paid necessarily under the terms of the ME/EPP Credits – Option B option, so that they will be entitled only to interest, monetary correction and principal payments made under the terms of Clause 3.4.2 that expire after 30 (thirty) Running Days from the receipt by the Companies under Reorganization of a notification sent by the ME/EPP Creditor, under the terms of Clauses 4.1.1 and 11.9, correctly informing their bank details in the form of **Annex 4.1** and, in the case of Late Creditors, communicating

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(a) the publication of the decision that determines the inclusion of said ME/EPP Credit in the List of Creditors; or (b) having an appeal processed with suspensive effect against said decision, the publication of the monocratic or collegiate decision that judges the final appeal; or (c) the eventual transaction carried out with the Companies under Reorganization to close the respective litigation, as applicable.

By way of clarification, the ME/EPP Creditors that are Late Creditors will not be entitled to receive any apportionment or overdue payment that has already been made under the terms of Clause 3.4.2 on a date prior to the receipt of the aforementioned notification by the Companies under Reorganization, being guaranteed the settlement of their Bankruptcy Credit under the terms of the payment schedule provided for in Clause 3.4.2.1.

3.5. Supporting Lenders. Considering the importance of maintaining the supply of inputs and the provision of services essential to the continuity of the activities of the Companies under Reorganization, in particular the engineering projects in progress, the General Unsecured Creditors and ME/EPP Creditors who, concomitantly, ***(i)*** act in commercial segments strategic to the maintenance of the activities of the OEC Group, ***(ii)*** maintain commercial relations with the Companies under Reorganization since the Order Date; ***(iii)*** have not, since the Order Date, interrupted, reduced or in any way negatively impacted the fulfillment of the respective contracts signed with the Under-recovery Parties as customers or for the supply of strategic goods and/or services ("Strategic Contracts"); and ***(iv)*** assume, through the execution of the instrument contained in **Annex 3.5** of this Plan, the firm commitment to maintain the respective Strategic Contracts in force in all their substantial terms ("Supporting Creditors"), they may elect the form of payment of their Bankruptcy Credits in accordance with one of the following Payment Options, provided that the procedure for choosing the Payment Option described in Clause 4.1 below is observed.

3.5.1. Option A. Supporting Creditors who validly opt for Option A ("Supporting Creditors - Option A") will have their Bankruptcy Credits restructured and paid up to ***(i)*** the limit of their Bankruptcy Credit or ***(ii)*** R$28,000,000.00 (twenty-eight million reais), whichever is less, in cash, in 18 (eighteen) equal and successive monthly installments, the first of which will be due within 60 (sixty) Business Days from the Judicial Approval Date of the Plan or on the last Business Day of the month following the date of issuance of the first invoice by the Supporting Creditor after the Judicial Approval Date of the Plan, referring to services provided after the Judicial Approval Date of the Plan, whichever occurs last.

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3.5.1.1. Correction and Remuneration Interest. The Bankruptcy Credits held by the Supporting Creditors - Option A will be corrected and updated in accordance with the TR, plus a surcharge of 0.1% p.a. (0.1% p.a.), from the Order Date to the date of actual payment.

3.5.1.2. Date of Payment of Interest and Correction. The interest and correction object of Clause 3.5.1.1 above levied before the payment of the 1st (first) installment, provided for in Clause 3.5.1 above, will be capitalized. From the payment of the 1st (first) installment, the remuneration interest levied on the outstanding balance of the Bankruptcy Credits held by the Supporting Creditors - Option A will be paid on the amortization dates of the principal indicated in the schedule of Clause 3.5.1 above.

3.5.1.3. Novation. If the amount of the Bankruptcy Credit of the respective Supporting Creditor - Option A is greater than twenty-eight million reais (R$28,000,000.00), said Credit will be novated and will correspond to twenty-eight million reais (R$28,000,000.00), plus the applicable interest and monetary restatement.

3.5.1.4. Settlement. The choice of this option and the respective payment provided for herein necessarily imply broad, general and unrestricted discharge of the Bankruptcy Credit in question.

3.5.2. Option B. Supporting Creditors who validly opt for Option B ("Supporting Creditors - Option B") will have their Bankruptcy Credits restructured and paid up to ***(i)*** the limit of their Bankruptcy Credit or ***(ii)*** R$19,600,000.00 (nineteen million and six hundred thousand reais), whichever is less, in cash, according to the terms and conditions detailed below.

3.5.2.1. Discount. On the Bankruptcy Credit held by the Supporting Creditor - Option B updated and corrected until the Order Date, a discount of thirty percent (30%) will be applied.

3.5.2.2. Maturity and Amortization. The Bankruptcy Credits held by the Supporting Creditors - Option B shall be paid in twelve (12) equal and successive monthly installments, the first of which shall be due within sixty (60) Business Days from the Judicial Approval Date of the Plan or on the last Business Day of the month following the date of issuance of the first invoice by the Supporting Creditor after the Judicial Approval Date of the Plan, referring to services provided after the Judicial Approval Date of the Plan, whichever is later.

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3.5.2.3. Correction and Remuneration Interest. The Bankruptcy Credits held by the Supporting Creditors - Option B will be corrected and updated according to the TR. plus a surcharge of 0.1% p.a. (0.1% p.a.), from the Order Date to the date of actual payment.

3.5.2.4. Date of Payment of Interest and Correction. The interest and correction object of Clause 3.5.2.3 above levied before the payment of the first (1st) installment, provided for in Clause 3.5.2.2 above, will be capitalized. From the payment of the 1st (first) installment, the remuneration interest levied on the outstanding balance of the Bankruptcy Credits held by the Supporting Creditors - Option B will be paid on the amortization dates of the principal indicated in the schedule of Clause 3.5.2.2 above.

3.5.2.5. Novation. If the amount of the Bankruptcy Credit of the respective Supporting Creditor – Option B is greater than R$19,600,000.00 (nineteen million and six hundred thousand reais), said Credit will be novated and will correspond to R$19,600,000.00 (nineteen million and six hundred thousand reais), plus the applicable interest and monetary correction.

3.5.2.6. Settlement. The choice of this option and the respective payment provided for herein necessarily imply full, general and unrestricted settlement of the Bankruptcy Credit in question.

3.5.3. Option C. Supporting Creditors who validly opt for Option C ("Supporting Creditors – Option C") will have their Bankruptcy Credits restructured and paid up to ***(i)*** the limit of their Bankruptcy Credit or ***(ii)*** R$11,200,000.00 (eleven million and two hundred thousand reais), whichever is less, in cash according to the terms and conditions detailed below.

3.5.3.1. Discount. On the Bankruptcy Credit held by the Supporting Creditor – Option C updated and corrected until the Order Date, a discount of 60% (sixty percent) will be applied.

3.5.3.2. Maturity and Amortization. The Bankruptcy Credits held by the Supporting Creditors - Option C will be paid in six (6) equal and successive monthly installments, the first of which will be due within sixty (60) Business Days from the Judicial Approval Date of the Plan or on the last Business Day of the month following the date of issuance of the first invoice by the Supporting Creditor after the Judicial Approval Date of the Plan, referring to services provided after the Judicial Approval Date of the Plan, whichever is later.

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3.5.3.3. Correction and Remuneration Interest. The Bankruptcy Credits held by the Supporting Creditors - Option C will be corrected and updated in accordance with the TR, plus a surcharge of 0.1% p.a. (0.1% p.a.), from the Order Date to the date of actual payment.

3.5.3.4. Date of Payment of Interest and Correction. The interest and correction object of Clause 3.5.3.3 above levied before the payment of the first (1st) installment, provided for in Clause 3.5.3.2 above, will be capitalized. From the payment of the 1st (first) installment, the remuneration interest levied on the outstanding balance of the Bankruptcy Credits held by the Supporting Creditors - Option C will be paid on the amortization dates of the principal indicated in the schedule of Clause 3.5.3.2 above.

3.5.3.5. Novation. If the amount of the Bankruptcy Credit of the respective Supporting Creditor – Option C is greater than R$ 11,200,000.00 (eleven million and two hundred thousand reais), said Credit will be novated and will correspond to R$ 11,200,000.00 (eleven million and two hundred thousand reais), plus the applicable interest and monetary correction.

3.5.3.6. Settlement. The choice of this option and the respective payment provided for herein necessarily imply full, general and unrestricted settlement of the Bankruptcy Credit in question.

3.5.4. Non-compliance with Obligations of the Supporting Creditor. In the event that a particular Supporting Creditor fails to comply with any of the conditions set forth in Clause 3.5 above, such Supporting Creditor shall have a maximum period of ten (10) Calendar Days from the date of notification by the Companies under Reorganization communicating the non-compliance, to remedy it, If the non-compliance is not remedied by the Supporting Creditor within the referred cure period, the Supporting Creditor shall be subject to (i) the payment of a non-compensatory fine of fifteen percent (15%) of the amount of its respective Bankruptcy Credit and (ii) payment of its Bankruptcy Credit under the terms of Clause 3.3.1.2 or 3.4.2, as applicable, and the Companies under Reorganization are authorized to offset the amount of the fine with any payments to which the Supporting Creditor would be entitled under the terms of this Plan or the Strategic Agreements.

3.6. Illiquid Credits. All Gross Credits, including Bankruptcy Credits still subject to Judicial Actions, Administrative Proceedings and/or Arbitration Procedures, which are treated in this

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Plan as Gross Credits, are fully subject to the terms and conditions of this Plan and the effects of the Judicial Reorganization and may be or continue to be questioned by the Companies under Reorganization in the respective Judicial Actions, Administrative Proceedings and/or Arbitration Procedures, in which they are or will be discussed, under the terms of article 49 of the LFR.
The Illiquid Credits, once they can be quantified or materialized and recognized **(i)** by the agreement referred to in Clause 3.6.1 below; or **(ii)** by judicial decision, or, if there is an appeal processed with suspensive effect against said decision, monocratic or collegiate decision that judges the appeal in definitive and/or final and unappealable arbitration, will be paid in the updated amount (a) that must respect the original correction and update conditions, until the Order Date and (b) from the Order Date, under the conditions of correction and update of this Plan; and in all cases, according to the treatment attributed to the Late Credits under the terms of this Plan and in the class corresponding to the Illiquid Credit in question, subject to the provisions of Clause 3.6.1.1.

3.6.1. Net Credit Agreements. In order to expedite the restructuring proposed in this Plan, as well as reduce costs related to the management of the portfolio of Lawsuits, Administrative Proceedings and/or Arbitration Proceedings, the Companies under Reorganization are hereby authorized at their sole discretion, and provided that there is individual agreement of the respective Creditors holding Illiquid Credits, to enter into agreements to: (i) recognize the existence and value of the Illiquid Credit; (ii) terminate the respective Lawsuit, Administrative Proceeding and/or Arbitration Proceeding; and (iii) if applicable, adhere to one of the payment modalities provided for in this Plan, according to its nature, being certain that, in any event, said Credit will only be considered for the purposes of the deadlines provided for in this Plan after (a) the decision that determines the inclusion of said Credit in the List of Creditors, or (b) there being an appeal processed with suspensive effect against said decision, the monocratic or collegiate decision that judges the appeal definitively.

3.6.1.1. Agreements entered into before the 1st Anniversary of the Approval of the Plan. In the event that **(i)** the agreement provided for in Clause 3.6.1 is entered into and **(ii)** the decision determining the inclusion of said Credit in the List of Creditors is published, or (b) if there is an appeal processed with suspensive effect against said decision, the monocratic or collegiate decision that judges the appeal definitively, prior to the 1st Anniversary of the Judicial Approval Date of the Plan, the respective Creditor will be entitled to choose, according to the nature of its respective Credit, one of the Payment Options provided for in Clauses 3.1, 3.3.1, 3.3.2 and 3.4.

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3.7. ***Intercompany Positions.*** The Intercompany Positions that correspond to Bankruptcy Credits are fully subject to Judicial Reorganization and are restructured under the terms of this Plan, so that their payment will, in any event, be subject to dip Financing and all Bankruptcy Credits in terms of structure, guarantees and payment time, The Companies under Reorganization may, at any time, agree and implement the best way to extinguish the *Intercompany Positions,* either through corporate reorganization, conversion into share capital, compensation, pursuant to articles 368 et seq. of the Civil Code (including article 380) and assignment between companies of the OEC Group, **provided that**, **cumulatively**, (i) such operations do not imply the transfer of resources or assets of any nature to companies that are not under Reorganization, except if necessary to make the payments provided for in Clause 3.1.6; and (ii) observe the restrictions provided for in the Deeds of the dip Titles.

3.8. General Provisions for Payment of Bankruptcy Credits.

3.8.1. Compliance with Payment Covenants. Except for the payment obligation provided for in Clause 3.3.2.1, all payment obligations provided for in this Plan shall be fulfilled by the Debtors by using the resources that ***(i)*** are available at the Debtors' Cash, due to the performance of their activities or the adoption of any cash strengthening measures to be adopted by the Debtors, observing the limitations imposed by this Plan or by the dip Securities Deeds; or ***(ii)*** are transferred to the Debtors' Cash, from the Transfer Requests, pursuant to Clause 5.1.3.1 and respective sub-clauses.

3.8.2. Reclassification of Credits. In the event of Bankruptcy Credits indicated in the List of Creditors on which, on the Judicial Approval Date of the Plan, there is a credit challenge that concerns its reclassification still pending a judicial decision, the respective Bankruptcy Creditor will be subject to the terms and conditions of payment applicable to the class in which its Credit is allocated on the Judicial Approval Date of the Plan, until ***(i)*** the date of publication of the decision that determines its reclassification; or, ***(ii)*** if there is an appeal processed with suspensive effect against said decision, the date of publication of the monocratic or collegiate decision that revokes the suspensive effect or judges the final appeal, being certain that the respective Creditor must adopt all measures before the Companies under Reorganization to promote the change of the terms and conditions of payment of its Credits in accordance with its new class, If the reclassification of the Credit is subsequently recognized or there is an agreement between the parties that implies modification of the terms and conditions of payment already

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applied: ***(i)*** in the event that such modification represents an increase in the amounts to be paid, the increased balance of the respective Credit will be considered a Late Credit for payment purposes, provided that the reclassified Credits will not be entitled to payments that have already been made to the classes to which they have been reallocated as a result of the reclassification, or ***(ii)*** in the event that such modification represents a decrease in the amounts to be paid or the delivery of another means of recovery, the Bankruptcy Creditor shall refund to the Debtors the amounts that have already been paid and that exceed the value of its Credit, as rectified, or the securities that have been unduly delivered to it, corresponding to the reduced amount.

3.8.2.1. Increase in Credits. In the event of an increase in the value of any Credit arising from a court decision or agreement between the parties, the amount corresponding to the difference between the Credit arising from a court decision or agreement between the parties and the amount recognized in the List of Creditors will be paid as provided for in this Plan for the Late Credits of each class. In this case, the rules for payment of the increased amount of such Credits, notably regarding the incidence of interest, will become applicable only from (i) the date of publication of said judicial decision; or, (ii) if there is an appeal processed with suspensive effect against said decision, from the date of publication of the monocratic or collegiate decision that revokes the suspensive effect or judges the appeal definitively; or (iii) the date of conclusion of the agreement between the parties.

3.8.2.2. Reduction of Credits. In the event of a possible reduction in the value of Credits resulting from a judicial decision or agreement between the parties, and the consequent rectification of the List of Creditors, the Bankruptcy Creditor holding the respective Bankruptcy Credit shall return to the Debtors the amounts that have already been paid and that exceed the value of their Bankruptcy Credit, as rectified, or the securities that have been unduly delivered to it, in correspondence to the reduced amount, within ten (10) Business Days from (i) the date of publication of said judicial decision; or, (ii) there is an appeal processed with suspensive effect against said decision, from the date of publication of the monocratic or collegiate decision that revokes the suspensive effect or judges the appeal definitively; or (iii) from the date of execution of the agreement between the parties, as the case may be.

3.8.2.3. Notification. For the purposes of this Clause, the Bankruptcy Creditor must notify the Companies Under Reorganization, in accordance with Clause 11.9, to communicate (i) the publication of the decision that has recognized the change in the Bankruptcy Credit already included in the List of Creditors of the Judicial Administrator; or, (ii) if there is an appeal

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processed with suspensive effect against said decision, the publication of the monocratic or collegiate decision that revokes the suspensive effect or judges the appeal definitively.

3.8.3. Date of Payment. In the event that any payment or obligation of this Plan is expected to be made or satisfied on a day that is not considered a Business Day, said payment or obligation must be made or satisfied, as the case may be, on the following Business Day.

3.8.4. Payment Method. As applicable, the amounts due under this Plan will be paid through the direct transfer of funds to the bank account of the respective creditor, including sending payment orders or remittance abroad, by means of available electronic transfer (Ted), Brazilian instant payment (Pix), or any other document proving the transaction, and the Companies under Reorganization may hire a payment agent for this purpose. The deposit slip of the credited amount will serve as proof of discharge of the respective payment.

3.8.5. Lenders' Bank Accounts. As applicable, the Bankruptcy Creditors must inform the Companies under Reorganization, in the indicated contacts and under the terms of Clause 4.1 and **Annex 4.1**, their respective bank accounts for this purpose.

3.8.5.1. Lack of indication of Bank Accounts. Payments that are not made due to the Bankruptcy Creditors not having informed their bank accounts or having provided this information in an erroneous or incomplete manner will not be considered as non-compliance with the Plan. There will be no interest or late payment charges if the payments have not been made due to the Bankruptcy Creditors not having timely and correctly informed their bank details for deposit.

3.8.6. Change in Bankruptcy Credit Ownership. In the event of a possible change in the ownership of a certain Bankruptcy Credit, whether by assignment, succession, subrogation or any other form admitted, during the term and compliance with this Plan, the respective assignee, successor or creditor by subrogation will be responsible for adopting the necessary measures to recognize their ownership of the Bankruptcy Credit in question and to rectify the List of Creditors, and must notify the Companies under Reorganization and, until the Judicial Reorganization is closed, also notify the Judicial Reorganization Court and the Judicial Administrator, pursuant to Clause 11.9 below. In any case, the change in the ownership of the Bankruptcy Credit shall not affect the payments that have eventually been made to the original

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Bankruptcy Creditor or the Payment Option elected by the original Bankruptcy Creditor pursuant to this Plan.

3.8.6.1. Related Parties. If the assignee or the assignor of the Bankruptcy Credit is a member of the Novonor Group, the respective Bankruptcy Credit will be paid under the terms of Clauses 3.7.

3.8.7. Payments by Third Parties. Bankruptcy Creditors who are holders of Bankruptcy Credits in which a Third Party appears as main debtor or guarantor will be reduced due to the respective payment made by a Third Party, in the proportion of R$1.00 (one real) in the balance of the respective Bankruptcy Credit for each R$1.00 (one real) paid by the Third Party, under penalty of unjust enrichment of the respective Bankruptcy Creditor.

3.8.8. Guarantees and Co-obligations Shared by the Companies under Reorganization. In view of the substantial consolidation of the Companies under Reorganization exclusively for the purposes of this Plan and satisfaction of the Bankruptcy Credits, the Bankruptcy Credits that are originally due or guaranteed by more than one of the Companies under Reorganization will be restructured and paid as a single Bankruptcy Credit, under penalty of unjust enrichment of the Creditor, without prejudice to the provisions of Clause 11.5.

3.8.9. Offset. By virtue of and operation of this Plan, the credit offsets, pursuant to article 368 et seq. of the Civil Code, carried out prior to and up to the Request Date, are hereby ratified. The Debtors are also authorized to offset Bankruptcy Credits, including Illiquid Credits, pursuant to article 368 et seq. of the Civil Code, if and when such Illiquid Credits become certain, liquid and payable, in cases where the Debtors and their Bankruptcy Creditors have reciprocal credit and debt obligations, provided that (i) such offset transactions involve exclusively active credit rights that have a triggering event prior to the filing of the judicial recovery, (ii) said offsets are previously and expressly authorized by the respective Bankruptcy Creditors, and (iii) the terms, conditions and restrictions provided for in the DIP Securities Deed are observed in all cases. For the avoidance of doubt, any remaining balance after the offset provided for in this Clause has been made will be treated in the same way as the nature of the respective Bankruptcy Credit, under the terms of this Plan. This Clause does not apply to the offsetting of Credits arising from Intercompany Positions, which must comply with the provisions of Clause 3.7.

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3.8.10. Costs and Taxes. The financial obligations arising from this Plan and all payments to be made by the Companies under Reorganization under this Plan will be fulfilled and destined to the respective creditors already net of any present and future taxes, taxes, charges, fees or other charges of any nature levied on the Companies under Reorganization.

4. ACTS OF IMPLEMENTATION OF THE RESTRUCTURING OF BANKRUPTCY CREDITS

4.1. Procedure for Choosing the Payment Option and Bank Data Information. To formalize the choice of the Payment Option you wish to receive, as well as to be entitled to receive the payments described in the respective Clause and subclause established in this Plan, the Pre-Bankruptcy Creditors, as applicable, must send the documents and terms to be disclosed by means of a notice, to be published on the electronic address <https://www.oec-eng.com/pt-br/reestruturacao> and filed in the records of the Judicial Reorganization within 15 (fifteen) Business Days from the Plan Approval Date ("Election of the Payment Option Notice"), and express their respective choice by the 20th (twentieth) Business Day counted from the Date of the disclosure of the Election of the Payment Option Notice ("Deadline for Election"), and it is understood that the Pre-Bankruptcy Creditor may elect only one Payment Option, which must cover the entirety of its Pre-Bankruptcy Credit in its respective classification under the terms of this Plan, and the election of a Payment Option in a partial or segregated manner is prohibited.

4.1.1. Submission of Documents. Holders of Capital Market Unsecured Credits, due to the specific rules and procedures related to the law governing the Existing Notes, must follow the steps and procedures to be disclosed in the Election of the Payment Option Notice. Holders of Bankruptcy Credits that are not Capital Markets Credits must elect their Payment Option: (a) through an electronic platform to be provided for in the Payment Option Election Notice by the end of the Election Deadline; or (b) by sending, by the end of the Election Deadline, an email to the address rjoec@oec-eng.com, forwarding ***(i)*** the form in **Annex 4.1** duly completed and signed; and ***(ii)*** the following documents and information:

(i) documents proving the powers of the sender and the subscriber to make such choice for the benefit of the respective Bankruptcy Creditor, including *(i.a)* in the case of an individual, a copy of an official identification document valid in the national territory; and (i.b) in the case of

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a legal entity, a copy of the corporate acts and the power of attorney that grants it powers of representation of the respective Creditor; and

(ii) indication of the bank account that should be used to receive any amounts to which it is entitled.

4.1.2. Control of Payment Options. Within thirty (30) Business Days from the end of the Election Deadline, the Trustee must submit a report, in the records of the Judicial Reorganization and on its website, reporting the result of the procedure for choosing the Payment Option, indicating the allocation of Labor Credits, Unsecured Credits and ME/EPP Credits among the available Payment Options, including the Bankruptcy Creditors who did not validate and timely the election during the Election Deadline ("Publication of the Election Table").

4.1.2.1. Binding and Effects. The election of the Payment Option made by the Labor Creditors, Unsecured Creditors and ME/EPP Creditors in the manner prescribed in this Plan is final, definitive, binding, irrevocable and irreversible, and the effects of the election of the Payment Option will retroact to the Judicial Approval Date of the Plan.

4.1.2.2. Credits Object of Challenges. The Labor Lenders. Unsecured Creditors and ME/EPP Creditors, including those whose Credits have been subject to challenges to the List of Creditors, under the terms of article 8 of the LFR, which have not been the subject of a decision that has recognized the change in the Credit, may exercise the right to elect the Payment Option of their preference, under the terms and deadlines of this Plan.

4.2. Procedure for Implementation of the Plan Abroad. The Companies under Reorganization are authorized to adopt all necessary measures to submit the Approval of the Plan to the process of homologation of effects before the United States Bankruptcy Court of the Southern District of New York*,* with the objective of giving effects to the Plan in the North American territory, under the terms of the applicable legislation, as well as any other procedures necessary in that jurisdiction for the implementation of this Plan, subject to the applicable capital market laws, The auxiliary processes abroad cannot change the terms and conditions of this Plan, which will prevail, in any case, those expressed by the auxiliary processes abroad that may eventually conflict.

5. NEW ENGINEERING UNIT AND CORPORATE REORGANIZATION

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5.1. New Engineering Unit. After the Judicial Approval of the Plan and until the date of disbursement of the dip Financing, the Companies under Reorganization undertake to constitute a new corporate structure that will concentrate at least the equity interests and the certificates listed in **Annex 5.1** ("Transferred Assets and Certificates") for the development of engineering activities, including current and future engineering projects, ensuring the rational and commercially more efficient allocation of the Transferred Assets and Certificates ("New Engineering Unit").

5.1.1. Purpose of the New Engineering Unit. The New Engineering Unit ***(i)*** will have the operational excellence and technical knowledge of the OEC Group; ***(ii)*** will meet the highest standards of corporate governance; ***(iii)*** will present an adequate capital structure, without high financial leverage, in order to meet the requirements required by contractors to participate in new bids or direct negotiations, make investments in capital assets (*capex*) constantly required for operational improvement and risk management, and access the financial market to finance its working capital needs, allowing the capture of new engineering projects and therefore increasing the liquidity that will ensure the payments and obligations of the Companies under Reorganization, as applicable, including before the Bankruptcy Creditors, under the terms of this Plan.

5.1.2. Formation of the New Engineering Unit, The New Engineering Unit will be mandatorily formed and integrated by NewCo, OECI, Tenenge and their respective subsidiaries, which, pursuant to Clause 5.1, will concentrate the entirety of the Transferred Assets and Certificates, according to the corporate structure represented in **Annex 5.1.2**, By force and operation of this Plan, the Companies under Reorganization are expressly authorized by the Bankruptcy Creditors to carry out any and all corporate reorganization operations necessary or useful for the constitution of the New Engineering Unit and NewCo, provided that the provisions of Clause 5.1 and its sub-clauses are observed,

5.1.2.1. Formation of NewCo, After the Judicial Approval of the Plan and until the date of disbursement of the dip Financing, the Companies under Reorganization shall transfer or cause to be transferred to or contributed to the capital of NewCo, as applicable, the Transferred Assets and Certificates, including, but not limited to, the shares issued by OECI, Tenenge and other companies listed in **Annex 5.1**, through one or more operations of contractual assignment, execution of new instruments, amendments, capital contribution, spin-off, merger, incorporation

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of shares or any other method or corporate operation, at the discretion of the Companies under Reorganization, subject to the applicable laws and in a manner that is more efficient considering the tax impact and other costs incurred in the respective operation, in order to allow NewCo to conduct the operations of the New Engineering Unit and, in any case, provided that (i) the provisions of Clause 5.1 and its sub-clauses are observed, and (ii) that each Company under Reorganization will remain with cash in the equivalent amount necessary to comply with the immediate obligations provided for in this Plan and payment of necessary and inherent costs for the maintenance of their activities in the ordinary course of business,

5.1.2.1.1. NewCo Corporate Governance. NewCo shall conduct its operations and activities (and the operations and activities of its Affiliates) with care and diligence in compliance with the law. NewCo's governance terms and conditions shall be established in their respective applicable documents and/or entered into at the time of the Closing Date and shall comply with the terms, conditions and limitations set forth in the dip Securities Deeds.

5.1.2.1.2. Method of Transfer of Transferred Assets and Attestations. The Companies under Reorganization will define the form of transfer and delivery of each of the Transferred Assets and Certificates, which may include contractual assignment, execution of new instruments, amendments, capital contribution, spin-off, incorporation, incorporation of shares or any other legally and commercially reasonable method. The transfers contemplated herein shall be made in accordance with applicable laws and in a manner that is most efficient considering the tax impact and other incident costs,

5.1.3. Transfer of Funds. By virtue and operation of this Plan, in order to ensure the complementary liquidity necessary for the fulfillment of its payment obligations before Pre-bankruptcy Creditors and Extra-Bankruptcy Creditors, it is authorized, provided that the Companies under Reorganization are fully compliant with the payment obligations contained in the Plan and with all the terms and conditions provided for in the Deeds of the dip Securities, the transfer of funds from the operations of the New Engineering Unit to the Debtors, to be implemented in accordance with the applicable laws and other conditions of this Plan in a manner that is more efficient considering the tax impact and other incident costs, becoming part of the Debtors' Cash, and provided that the terms, conditions and limits to be established in the Deeds of the dip Securities ("Transfer of Funds") are observed.

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5.1.3.1. Transfer Requests. The Debtors shall send notification to NewCo, in advance of five (5) Business Days, about the need for funds from the operations of the New Engineering Unit for the Debtors, in order to ensure the fulfillment of their obligations before the Bankruptcy Creditors and the Extra-Bankruptcy Creditors ("Transfer Requests").

5.1.3.1.1. Notice of Request. In the notification, the Debtors shall inform ***(i)*** the amount of the intended Transfer of Funds; ***(ii)*** the reasons why the Transfer of Funds to the Debtors is necessary; and ***(iii)*** the destination that will be given by the Debtors to the intended funds, observing, in any event, the provisions of Clause 5.1.4 below ("Request Notice").

5.1.3.2. Initial Term of Transfer Requests. Transfer Requests may be made as of the Closing Date, pursuant to Clause 5.1.

5.1.3.3. Maximum Amount for Transfer Requests. The Transfers of Funds from the New Engineering Unit to the Debtors:

(i.1) until the 4th (fourth) Anniversary of the Closing Date, provided that the dip Financing has been settled, or **(i.2)** until the settlement of the dip Financing, whichever occurs first between (i.1) and (i.2), shall observe the aggregate amount equivalent to BRL 1,300,000,000.00 (one billion and three hundred million reais), which may be changed, subject to the rules, terms, conditions and limits according to dip Securities; and

(ii.1) after the 4th (fourth) Anniversary of the Closing Date, and provided that the dip Financing has been settled, or **(ii.2)** after the settlement of the dip Financing, whichever occurs first between (ii.1) and (ii.2), the Transfers of Funds from the New Engineering Unit to the Debtors may be made in any amount, subject to the commitments and obligations assumed by NewCo,

5.1.3.4. Allocation of Funds. In the event of the Transfers of Funds from the New Engineering Unit to the Debtors, such amounts will become part of the Debtors' Cash and must be destined exclusively to the fulfillment of the payment obligations provided for in Clause 3 of this Plan, to the fulfillment of obligations to pay Extra-Bankruptcy Credits, and/or to the necessary and inherent costs for the maintenance of the Debtors' activities in the ordinary course of their business, as applicable, observing, in any case, the rules, terms, conditions and limits set out in the DIP Bonds. Provided that, cumulatively ***(i)*** the dip Financing has been fully paid; ***(ii)*** the Debtors are in compliance with their obligations under this Plan and ***(iii)*** there are any funds

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received through the remaining Transfer Requests and available in the Debtors' Cash, said funds may be used, at their sole discretion and in compliance with applicable laws, including for the making of investments, contributions, transfers and any other forms of cash movement to the Debtors' Affiliates, in order to ensure the payment of their current expenses and the continuity of their activities.

5.1.4. Absence of Succession and Limitation of Liabilities. The New Engineering Unit, including NewCo, incorporated in the form, by force and operation of this Plan, will not be the successor or assume or be responsible, individually or jointly, for any debts, contingencies, obligations or liabilities of the Companies under Reorganization, of any nature, including the payment of any Bankruptcy Credit in the form of this Plan or Extra-Bankruptcy Credit, except for the dip Financing and for the rights and obligations related exclusively to the Transferred Assets and Certificates, as established by article 233, sole paragraph, of the Brazilian Corporation Law and consented to by the Bankruptcy Creditors in the form of this Plan.

5.2. Corporate Reorganizations. In addition to the provisions of Clause 5.1 above, the Companies under Reorganization are authorized to carry out corporate reorganization operations necessary for the implementation of this Plan, capture and execution of their engineering projects, implementation of their strategic business plan, organization and disposal of assets, such as mergers, incorporations, incorporations of shares, spin-offs, capital reductions and transformations, or equity transfers, or promote equity transfers within the OEC Group, **provided that**, **cumulatively**, (i) it respects the terms, conditions and limitations provided for in the Deeds of dip Securities; (ii) it does not violate rights or obligations contracted by the Companies under Reorganization in fiduciary guarantee instruments; (iii) it does not negatively affect NewCo or its subsidiaries; (iv) it does not change the composition and structure of NewCo, as defined and established in this Plan; and (v) it is implemented with the objective of optimizing the structure and reducing costs.

6. DISPOSAL AND/OR ENCUMBRANCE OF ASSETS

6.1. Sale of current assets. The Under-recovery Parties may dispose of, sell, lease, pay, remove, encumber or offer as collateral, including judicial guarantee, observing market parameters, any assets, assets and/or rights that are part of their current assets without the need for authorization or additional knowledge of the Court of Judicial Reorganization and/or the Bankruptcy Creditors, always observing rights and prerogatives contractually guaranteed to third

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parties, Creditors with Collateral, Extra-bankruptcy Creditors, or before public authorities on the asset or asset, as well as the limits established in the applicable law, in this Plan and in the Deeds of the dip Titles, **provided that**, **cumulatively**, ***(i)*** such transfer respects the terms, conditions and limitations provided for in the Deeds of the dip Titles; and ***(ii)*** the asset is exempted or, if encumbered, provided that the transaction is authorized by the respective holder of the guarantee.

6.2. Sale of non-current assets. The Under-recovery Parties will be authorized to dispose of, sell, lease, lease, pay, remove, encumber or offer as collateral, including judicial guarantee, observing market parameters, for the benefit of any party, always observing rights and prerogatives contractually guaranteed to third parties, Collateral Creditors, Extra-bankruptcy Creditors, or before public authorities on the good or asset, as well as the limits established in the applicable law, in this Plan and in the Deeds of dip Titles:

(i) any of the assets or assets that are part of its non-current assets acquired up to the Order Date that are indicated in **Annex 6.2**, in any modality, including through the sale of UPI's, pursuant to Clause 6.3 below, **provided that, cumulatively**, (i.a) such transfer is not prohibited under the dip Securities Deed; and (i.b) the asset or asset is exempt or, if encumbered, provided that the transaction is authorized by the respective collateral holder; and

(ii) any of the assets or assets acquired until the Order Date that are part of its non-current assets and are not indicated in **Annex 6.2** of this Plan, **provided that,** (ii.a) such transfer is not prohibited under the dip Securities Deed; (ii.b) the net book value of depreciation of such assets or assets, considered individually and in aggregate within the same fiscal year, is less than or equal to R$10,000,000.00 (ten million reais), per Company under Reorganization, in each fiscal year, and, also, (ii.c) the asset or asset is exempt or, if encumbered, the transaction is authorized by the respective holder of the guarantee.

6.3. Sale of UPIs. The sale of UPIs will be carried out in compliance with §3 of article 66 and article 142 of the LFR, including through the direct sale modality, under the general terms and conditions defined by the Companies under Reorganization.

6.3.1. Lack of Succession. Considering that the sale of the UPIs will comply with the provisions of articles 60, 66, §3 and 142 of the LFR, under no circumstances will there be succession of the acquirer for any debts and obligations of the Under-recovery, including those of a fiscal, tax and non-tax, environmental, regulatory, civil, commercial, consumer, labor,

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criminal, anti-corruption and social security or administrative nature, those related to the OEC Group and those derived from obligations assumed under Law No. 12.846, of August 1, 2013.

6.3.2. Constitution of UPI New Engineering Unit. The shares issued by NewCo, after the implementation of the transfer of the Transferred Goods and Certificates under the terms of Clause 5.1 above, shall be considered, from now on, an isolated production unit ("UPI New Engineering Unit"), which may be sold under the terms described in the Clauses below. All other assets, liabilities, obligations and rights that are not part of the assets of UPI Nova Unidade de Engenharia (except for the assets, liabilities, obligations and rights that are part of the companies that make up the assets of UPI Nova Unidade de Engenharia) will not be part of its judicial disposal, constituting the property and obligation of the Companies under Reorganization, as applicable

6.3.2.1. Essentiality and Improvability. The assets object of the UPI New Engineering Unit and the Transferred Assets and Certificates ***(i)*** are essential for, and are fully linked to, the fulfillment of this Plan, for all legal purposes and effects, under the terms of this Plan; ***(ii)*** may not be the object of a premonitory annotation, attachment, seizure, sequestration or any other type of constriction or any type of registration or real liens for the benefit or to ensure the right of any third party, holders of any and all credits or claims of any nature against the Companies under Reorganization, except for the liens existing on this date and those provided for in this Plan; and ***(iii)*** may not be released, disposed of, transferred and/or object of any form of provision, partial or total, except under the terms of this Clause 6.3.2 and respective sub-clauses.

6.3.2.2. Deadline for Sale of UPI New Engineering Unit. The UPI New Engineering Unit ***(i)*** may be sold by the Debtors at any time after the Judicial Approval of the Plan, and ***(ii)*** may be sold within the scope of any enforcement proceedings of the NewCo Shares Guarantee, at the sole discretion of the respective guarantee holders, subject to the terms of the NewCo Shares Guarantee Instrument, and, in both cases, under the terms of this Clause 6.2 and its subclauses and in compliance with the provisions of this Plan and the DIP Securities Deeds.

6.3.2.3. Procedure for Disposal of UPI New Engineering Unit. UPI Nova Unidade de Engenharia may be the subject of ***(i)*** an initial public offering of shares, after filing, with the Brazilian Securities and Exchange Commission - CVM, the request for registration as a publicly-held company and listing of its shares; and/or ***(ii)*** a judicial sale, by competitive process between

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the potential interested parties, under any of the modalities authorized by article 142 of the LFR, or as established in the NewCo Share Guarantee Instrument, as provided for in the respective notice to be published for the sale of UPI Nova Unidade de Engenharia ("UPI Nova Unidade de Engenharia Notice"), in any case, without UPI Nova Unidade de Engenharia and the respective acquirer succeeding the Companies under any debts, contingencies and obligations of any nature, including in relation to the obligations of a fiscal, tax and non-tax, environmental, regulatory, administrative, civil, commercial, consumerist, labor, criminal, anti-corruption and social security nature, pursuant to articles. 60, sole paragraph, 141, items II and 142 of the LFR and article 133, §1, item II of Law No.5.172/1966, subject to the terms of the NewCo Share Guarantee Instrument, if applicable ("Competitive Procedure"). The Competitive Procedure for the sale of UPI Nova Unidade de Engenharia must comply with all the terms and conditions contained in this Plan and the dip Securities Deed, the applicable legislation and regulations and the respective UPI Nova Unidade de Engenharia Notice that may be published, and the Companies under Reorganization are hereby authorized to request the Judicial Reorganization Court to institute a procedural incident to conduct the Competitive Procedure and, if applicable, the auction notice to be issued after the conclusion of said Competitive Procedure.

6.3.2.4. Maintenance of Obligations. Notwithstanding the provisions of this Clause 6.3.2 and respective sub-clauses, in any event, the sale of UPI Nova Unidade Engenharia will not give rise to:

(i) any change, limitation or termination of the obligations assumed by NewCo and/or its subsidiaries under the dip Financing or any protection granted to the Anchor Financier or the other dip Financiers, which shall be fully maintained for all legal purposes and effects, subject to the terms and conditions set forth in Clause 7.1. Thus, for the avoidance of doubt, it is established that the entirety of the obligations assumed by NewCo and/or its subsidiaries under the dip Financing must be fulfilled in the exact terms in which they are contracted, even if there is the sale of the UPI New Engineering Unit;

(ii) any change, limitation or extinction of the governance rules established in Clause 5.1.2.1.1 above, which must be fully complied with, even if there is the sale of UPI Nova Unidade de Engenharia, until the full payment of the dip Financing; and

(iii) any change, limitation or extinction of the rules provided for in Clause 5.1.3 and respective sub-clauses, related to the Transfer of Resources from the New Engineering Unit

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to the Debtors, which must be fully complied with, even if there is the sale of the UPI New Engineering Unit, until the full payment of the dip Financing.

6.3.2.5. Allocation of Funds from Disposal of UPI New Engineering Unit. The Companies under Reorganization will allocate the net resources and/or counterparts obtained with the sale of UPI Nova Unidade de Engenharia to (i) pay all outstanding dip Bonds; and (ii) after payment of all outstanding dip Bonds, to invest in their own activities and/or those of their Affiliates and pay the obligations provided for in this Plan.

6.3.3. Other UPIs. In addition to the UPI New Business Unit, the Companies under Reorganization are authorized to establish other isolated production units for the sale of their assets, subject to the other rules contained in this Plan, in the dip Bonds and in the LFR.

7. NEW FEATURES

7.1. Financing dip. In view of the need to ensure robustness to its cash flow, protect essential assets and facilitate the adoption of the restructuring measures contemplated in this Plan, the Companies under Reorganization will raise with the Unsecured Capital Market Creditors that validly choose to contribute with financial resources, pursuant to Clause 7.1.2 below, in order to subscribe and pay in the dip Financing ("Financing Creditors" and, together with the Anchor Financier, the "dip Financiers"), new priority extra-bankruptcy financing ("dip Financing") in the total amount of up to **US$150,000,000.00 (one hundred and fifty million dollars)** ("Issue Amount").

7.1.1. Firm Commitment of the Anchor Lender. The Anchor Lender, by itself or its Affiliates, subject to compliance with and verification, as applicable, of the conditions precedent and other applicable provisions of the dip Debenture Deed and other applicable documents, guarantees the subscription and payment of the dip Financing in an amount corresponding to up to **USD 120,000,000.00 (one hundred and twenty million Dollars)**, in order to ensure that the Companies under Reorganization have access to the resources necessary to comply with the Plan and increase of their working capital, in order to maximize the prospects of uplift of their activities.

7.1.2. Contribution Option. With the exception of the Anchor Financier, which is committed to subscribing and paying in full the DIP Financing in the form and limited to the

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amount provided for in Clause 7.1.1 above, the Capital Market Unsecured Creditor that, at its sole discretion, wishes to participate in the DIP Financing and thus offer New Resources to the Debtors, subscribing and paying in full the DIP Financing under the conditions and in the amount calculated under Clause 7.1.3 and following below, must send the documents and terms to be disclosed to the market by means of a notice, to be published on the electronic address <https://www.oec-eng.com/pt-br/reestruturacao> within 60 (sixty) Business Days from the Plan Approval Date ("DIP Financing Notice"). In order for the Unsecured Capital Market Creditor to be eligible to participate in the dip Financing, the portion of the Issue Amount to be subscribed and paid in by said Financing Creditor, calculated pursuant to Clause 7.1.3 below, must be equal to or greater than USD 150,000.00 (one hundred and fifty thousand Dollars).

7.1.3. Calculation of the dip Financing Portion. The portion of the Issue Amount to be subscribed and paid in by each Financing Creditor shall be calculated from the following formula ("DIP Financing Portion"):

Portion of dip Financing = (X Factor ÷ Y Factor)% x USD 150,000,000.00

where:

"X Factor" means the amount resulting from the multiplication between (a) the amount of Unsecured Capital Market Credit held by the respective Creditor and *(b)* the Market Reference Price indicated in Annex 3.3.2.1.2, in cents, corresponding to the issuance of Bonds that originated the respective Unsecured Capital Market Credit; and

"Y Factor" means the total value of the entirety of the Bonds, as priced under the Market Reference Price and indicated in **Annex 3.3.2.1.2**, which is equivalent to US$130,302,176.13 (one hundred and thirty million, three hundred and two thousand, one hundred and seventy-six and thirteen cents of Dollars).

7.1.3.1. Default of dip Financing Portion. If any Financing Creditor fails to fully honor the payment of the respective dip Financing Portion, ***(i)*** such amount will be subscribed and paid in by the Anchor Financier, subject to the limit described in Clause 7.1.1; and ***(ii)*** said Financing Creditor will *(ii.a)* have its Unsecured Capital Market Credits restructured and paid necessarily under the terms and conditions provided for in the Unsecured Capital Market Credits option -

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Option B, pursuant to Clause 3.3.2.2: and *(ii.b)* shall pay a non-compensatory fine to the Companies under Reorganization in the amount corresponding to 15% (fifteen percent) of the respective dip Financing Portion, in a single installment and in cash, due within 5 (five) Business Days from the verification of the respective default, in a bank account to be informed by the Companies under Reorganization to such Financing Creditor.

7.1.3.2. Reduction of the amount to be financed by the Anchor Financier. If the aggregate amount of the dip Financing Portion financed by other Financing Creditors exceeds thirty million Dollars (**USD 30,000,000.00**), the amount to be financed by the Anchor Financier shall be reduced by the same amount equivalent to the aggregate amount of the DIP Financing Portion that exceeds thirty million Dollars (**USD 30,000,000.00**).

7.1.4. Bonds Financing dip. The DIP Financing will be implemented through (i) exchange-traded debentures, denominated in Dollars and paid in Reais, non-convertible into shares, in a single series, of the type with real and personal guarantee ("DIP Debentures"); and (ii) if so elected by Capital Market Unsecured Creditors whose sum of DIP Financing Installments corresponds to at least USD 50,000,000.00 (fifty million Dollars), private debt securities governed by New York law under Rule 144 / Reg S., in compliance with applicable capital markets laws ("DIP Bonds" and together and indistinctly with the DIP Debentures, "DIP Securities"). The terms and conditions of the dip Bonds shall substantially reflect the provisions of **Annex 7.1.4**, and the final instruments shall be approved by the Anchor Lender ("DIP Bond Deed" and "DIP *Indenture Bonds* ", and also, jointly and indistinctly, "DIP Bond Deeds").

7.1.4.1. Subscription Bonus. Concurrently and as a condition to the completion of the DIP Financing, (i) NewCo shall issue, in accordance with Article 77 of the Brazilian Corporation Law, as many Subscription Bonus as there are DIP Lenders ("Subscription Bonus"), substantially in the form of Exhibit 7.1.4.1(i), and each Subscription Warrant may be subscribed by a DIP Lender, at its sole discretion, as an additional benefit for the granting of the DIP Financing; and (ii) the DIP Lenders, on the one hand, and ODB E&C, on the other hand, with the intervention of NewCo, Tenenge, OECI, their respective Subsidiaries and branches, shall enter into the Liquidity Agreement and Other Covenants ("Liquidity Agreement"), which shall substantially reflect the terms and conditions set forth in Exhibit 7.1.4.1(ii), which shall establish, among other covenants, certain rights and obligations of the OEC Group and such DIP Lenders (on an equal basis among themselves) arising from the subscription of the Subscription Bonus by each DIP Lender and their eventual entry into the condition of shareholders of NewCo.

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7.1.4.1.1. Dilution Resulting from the Subscription Bonus. If the DIP Financing effectively granted, pursuant to this Clause 7.1, corresponds to the maximum amount of the Issue Amount, the totality of the Subscription Bonus will grant the DIP Lenders the right to subscribe for new preferred shares, voting, redeemable, registered and without par value representing 12.5% (twelve and a half percent) of the share capital of NewCo, on a Fully Diluted Basis, as defined in Annex 7.1.4.1(i). On the other hand, if the DIP Financing effectively granted corresponds to an amount lower than the maximum amount of the Issue Amount, the participation referred to above will be reduced based on the same proportion of the effective amount of the Issue Amount in relation to the maximum amount of the Issue Amount (i.e. US$ 150,000,000.00 (one hundred and fifty million Dollars).

7.1.4.1.2. Individual Participation in Subscription Bonus. Each Subscription Warrant shall be exercisable at the exercise price of R$1.00 (one real), in part or in full, at any time up to the 30th (thirtieth) Anniversary of the date of delivery of the Subscription Bonus, in accordance with the provisions of Annex 7.1.4.1(i), and shall grant each DIP Financier the right to subscribe to the number of preferred, voting, redeemable, registered shares with no par value, issued by NewCo, which represent, on the Exercise Completion Date, as defined in Annex 7.1.4.1(i), a percentage of the share capital of NewCo, on a Fully Diluted Basis, calculated as follows:

$$P_{BS} = F_{DIP} / V_E * 12,5\%$$

Where:

"P_{BS}" means the percentage that the redeemable voting preferred shares, registered and without par value, issued by NewCo, resulting from the full exercise of the Subscription Warrant of a given DIP Lender will represent in relation to the share capital of NewCo, on a Fully Diluted Basis;

"F_{DIP}" means the amount, in Dollars, of the DIP Financing granted by the DIP Lender in question; and

"V_E" means the Issue Amount.

7.1.4.1.3. Simultaneous Acts. The full payment of the DIP Financing and the acts indicated in Clause 7.1.4.1 above are indivisible and mutually dependent on each other and shall be deemed to have occurred simultaneously. The DIP Lenders shall not have any obligation to conclude or perform any of such acts unless all such acts are duly performed by ODB E&C,

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NewCo, Tenenge, OECI, as well as by their respective subsidiaries and branches. Therefore, for clarification purposes, (i) if a given DIP Lender does not sign the Liquidity Agreement on the date of full payment of the DIP Financing, the Subscription Bonus intended for such DIP Lender shall not be delivered to such DIP Lender; and (ii) the non-subscription of a Subscription Warrant by a DIP Lender that has not signed the Liquidity Agreement, pursuant to this Section 7.1.4.1, shall not affect the right of the DIP Lenders that have signed the Liquidity Agreement to subscribe to their respective Subscription Bonus.

7.1.4.1.4. Final Instrument. The definitive instrument of the Liquidity Agreement shall be (i) approved by the DIP Lenders at a Creditors' Meeting to be convened pursuant to Clause 9.7 and the DIP Financing Notice, provided that (i.a) the vote of each DIP Lender shall be proportional to the amount of the respective Pre-Petition Credit, pursuant to Clause 9.7.3; (i.b) the only Affected Creditors entitled to vote in the resolution of the Creditors' Meeting on the Liquidity Agreement shall be the DIP Lenders; and (i.c) the terms of the Liquidity Agreement shall be deemed approved provided that it obtains favorable votes from DIP Lenders representing more than half of the amount of the Pre-Petition Credits present at the respective Creditors' Meeting; and (ii) executed by the Closing Date.

7.1.5. Allocation of Funds. The use of the resources effectively disbursed to the Companies under Reorganization through dip Financing must observe the following purposes:

(i) first, for payment of the Extraordinary Remuneration and the Commitment Remuneration under the dip Bonds Deeds;

(ii) after full allocation provided for in item **(i)** above, at least USD 50,000,000.00 (fifty million Dollars) shall be allocated to the payment of the Unsecured Capital Market Creditors - Option A, pursuant to Clause 3.3.2.1 of this Plan ("Resources Allocated for Repurchase"); and

(iii) after the full allocation provided for in item **(ii)** above, the amount received from dip Financing that exceeds the Funds Allocated for the Payment of Option A - Capital Market will be allocated, at the sole discretion of the Companies under Reorganization and NewCo's management, to the increase of NewCo's working capital and/or fulfillment of obligations provided for in this Plan.

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7.1.6. Absolute Priority of dip Financing. The New Resources obtained through dip Financing have the nature of priority extra-bankruptcy financing and will enjoy absolute priority over all other payment obligations due by the Companies under Reorganization in the form of article 84 of the LFR, including in the event of supervening bankruptcy of the Companies under Reorganization. The Judicial Approval of the Plan closes authorization to enter into the dip Financing and any modification in the degree of appeal of the Judicial Approval of the Plan will not change the extra-bankruptcy and super priority nature of the dip Financing, nor the guarantees of the dip Financing, pursuant to articles 69-A and 69-B of the LFR.

7.1.7. Essentiality and Unavailability of Warranties. The dip Financing Guarantees ***(i)*** are not subject to annulment or declaration of ineffectiveness, pursuant to article 66-A of the LFR; ***(ii)*** are fully linked to the fulfillment of the obligations contracted under the dip Securities and the Plan, for all legal purposes and effects, being considered essential assets and not being available to any type of involuntary lien, seizure, pledge, unavailability or any type of judicial or administrative constraint; ***(iii)*** may not be released, disposed of, transferred, encumbered and/or object of any form of provision, partial or total, except upon prior approval obtained under the terms of the dip Securities Deeds; and **(iv)** may be freely executed for the purpose of paying the dip Financing, despite its essentiality under the terms of this Plan.

7.2. Other New Funding. After the Judicial Approval of the Plan, the Companies under Reorganization may, at any time and at their discretion, raise new funds in the financial and/or capital markets, under market conditions, for financing or expansion of their activities, provided that it does not imply a violation of the terms and conditions of the dip Securities Deeds.

8. OFFER TO ACQUIRE CREDITS SUBJECT TO JUDICIAL RECOVERY

8.1. Offer for Acquisition of Bankruptcy Credits. At any time, and at its sole discretion, the Companies under Reorganization may disclose the intention to acquire a certain amount of Bankruptcy Credits of one or more classes object of article 41 of the LFR, respecting the parity of creditors in each of said classes, through an offer addressed to the Bankruptcy Creditors ("Bankruptcy Credit Acquisition Offer").

8.1.1. Optionality to Bankruptcy Creditors. The Bankruptcy Creditors may join the Bankruptcy Credit Acquisition Offer, at their sole discretion, provided that: ***(i)*** the Bankruptcy Creditors who choose not to adhere to the Bankruptcy Credit Acquisition Offer shall have the

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rights, shares and guarantees linked to the respective Bankruptcy Credits fully preserved, pursuant to this Plan and the applicable legislation; and (ii) the Bankruptcy Creditors who choose to adhere to the Bankruptcy Credit Acquisition Offer shall send to the Companies under Reorganization, pursuant to the Bankruptcy Credit Acquisition Offer, disclosed pursuant to Clause 8.1.2, the discount proposal they accept to receive on the respective Bankruptcy Credits.

8.1.2. Disclosure of the Tender Credit Acquisition Offer. The Companies under Reorganization shall arrange for the disclosure of the Offer to Acquire Bankruptcy Credits by publishing a notice in the official gazette and/or in a widely circulated newspaper, which shall inform the procedure and minimum conditions for the acquisition of Bankruptcy Credits, including ***(i)*** the class(es) and the number of Bankruptcy Credits that will be the target of the Offer to Acquire Bankruptcy Credits ("Target Credits"); ***(ii)*** the amount offered for all Target Credits ("Offered Amount"); ***(iii)*** the minimum percentage of discount to be applied to the value of each Target Credit, among other applicable terms and conditions.

8.1.3. Acquisition Order. The acquisition of Target Credits will follow the decreasing order in relation to the holders of Target Credits that offer the highest discount on the respective balances of Target Credits, until the total use of the Offered Amount.

9. EFFECTS OF THE PLAN

9.1. Binding of the Plan. The provisions of the Plan bind the Companies under Reorganization and the Bankruptcy Creditors, and their respective assignees and successors, in any capacity, as well as creditors who may become Bankruptcy Creditors of the Companies under Reorganization by virtue of the attribution of incidental, subsidiary or joint liability, by virtue of law or judicial, administrative, arbitral decision, provided that the triggering event of such Bankruptcy Credit is prior to the filing of this Judicial Reorganization, as of the Judicial Approval Date of the Plan.

9.2. Ratification of Acts. The Approval of the Plan and the Judicial Approval of the Plan represent the agreement and ratification of all acts and actions performed to make feasible and in the context of the Judicial Reorganization and those necessary for the full implementation and consummation of this Plan and the Judicial Reorganization, whose acts are expressly authorized, validated and ratified for all legal purposes.

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9.3. Novation. The Judicial Approval of the Plan will imply the novation of the Bankruptcy Credits, pursuant to article 59 of the LFR, which will be paid according to the terms and conditions established in this Plan.

9.4. Assignment of Credits. After the Approval of the Plan, the Bankruptcy Creditors may assign their Credits to other Bankruptcy Creditors or third parties, subject to the provisions of Clause 3.8.6. The Bankruptcy Credits assigned will be paid according to the conditions provided for in the Plan.

9.5. Formalization of Documents and Other Provisions. The Under-recovery Parties undertake, irrevocably and irreversibly, by virtue of this Plan, to perform all acts and sign all contracts and other documents that, in form and substance, are necessary or appropriate for the fulfillment and implementation of this Plan and related obligations.

9.6. Plan Amendments, Amendments, or Modifications. Amendments, alterations or modifications to the Plan may be proposed at any time after the Judicial Approval of the Plan, provided that such amendments, alterations or modifications are accepted by the Companies under Reorganization and approved at the Creditors' Meeting, pursuant to the LFR. Amendments to the Plan, provided that they are approved under the terms of the LFR, oblige all Bankruptcy Creditors, regardless of their express agreement with subsequent amendments. For calculation purposes, the Bankruptcy Credits must be updated in the form of this Plan and discounted from the amounts already paid in any capacity in favor of the Bankruptcy Creditors, as the case may be.

9.6.1. Amendments, Amendments or Modifications to the Plan after the Closing of the Judicial Reorganization. Amendments, alterations or modifications to the Plan proposed after the closure of the Judicial Reorganization, pursuant to article 61 of the LFR, if accepted by the Companies under Reorganization, must be approved at a Creditors' Meeting, observing the quorum provided for in article 45 of the LFR.

9.7. Lenders' Meeting. The Companies under Reorganization may call a meeting with the Bankruptcy Creditors ("Creditors' Meeting"), to be held in person or virtually, so that they can: ***(i)*** resolve on any amendments, alterations or modifications to the Plan proposed after the closure of the Judicial Reorganization, pursuant to Clause 9.6.1; and ***(ii)*** resolve on any other matters that are relevant to the implementation and fulfillment of this Plan. Creditors' Meetings will be

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held only with those Bankruptcy Creditors that are directly affected by the resolution to be taken at said meeting ("Affected Creditors").

9.7.1. Convocation. The Creditors' Meeting shall be called by means of disclosure of a call notice addressed to the Affected Creditors at least eight (8) Business Days in advance of the first call and five (5) Business Days in advance of the second call, on the website <https://www.oec-eng.com/pt-br/reestruturacao>, and the call shall contain date, time, form of realization (teleconference, videoconference or face-to-face), connection or location data, agenda and relevant documents. On the date on which the call notice is published on the website <https://www.oec-eng.com/pt-br/reestruturacao>, the Companies under Reorganization shall send electronic correspondence (email) to the Affected Creditors who have provided their contact details, pursuant to Clause 4.1.1 or Clause 11.9.1, communicating the call of the Creditors' Meeting, pursuant to this Clause 9.7.1.

9.7.2. Installation and Realization. The Creditors Meeting shall be installed, on a first call, with the presence of the majority of the Bankruptcy Credits based on the List of Creditors and, on a second call, with any quorum of attendees. The Creditors' Meeting will be chaired by the Companies under Reorganization, and the installation quorum will always be calculated considering the value of the Bankruptcy Credits available in the List of Creditors.

9.7.2.1. Embodiment. The Creditors' Meetings may be held virtually through a digital platform such as *Google Meet, Teams, Zoom, among others,* and the right to voice and vote must be ensured for all Affected Creditors participating in the respective Creditors' Meeting, applying, *mutatis mutandis,* in full the rules for the Creditors' Meeting provided for in this Clause 9.7 and respective sub-clauses.

9.7.2.2. Representation of Lenders. Within two (2) days prior to the scheduled date for the holding of a certain Creditors' Meeting, the Bankruptcy Creditors must send a notice to the Companies under Reorganization, pursuant to Clause 11.9 of the Plan to indicate the attorney(s) authorized to represent them at the Creditors' Meetings that may be called under the Plan, with the following data: ***(i)*** full qualification; ***(ii)*** telephone; ***(iii)*** electronic address (email); and ***(iv)*** address.

9.7.2.3. Replacement of the Creditors' Meeting**.** The resolutions of the Creditors' Meetings may be replaced, with the same effects, by the presentation of the terms of the

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resolution containing the signatures (or adhesion term) of the Creditors representing the majority of the Bankruptcy Credits present at the Creditors' Meeting, according to the Bankruptcy Credit balances contained in the List of Creditors.

9.7.3. Resolution Quorum. The matters put to the vote will be approved by the majority of the Bankruptcy Credits present at the Creditors' Meeting, according to listed in the List of Creditors, provided that, in the deliberation regarding the Liquidity Agreement, the only Affected Creditors entitled to vote in the deliberation of the Creditors Meeting in question will be the DIP Lenders, as provided in Clause 7.1.4.1.4. The meeting minutes will be sent to the Trustee, while the Judicial Reorganization lasts. and made available on the website < https://www.oec-eng.com/pt-br/reestruturacao>.

9.7.4. Subsidiary Application of LFR. The rules provided for in the LFR for the installation and resolution of the Creditors' Meeting will be applied to the Creditors' Meeting, by analogy, in what is not expressly provided for in this in Clause 7.1.4.1.4 and in this Clause 9.7 and respective sub-clauses.

10. CLOSING OF THE FINANCIAL RESTRUCTURING.

10.1. Immediate Closing of the Judicial Reorganization. The period of judicial supervision of the Judicial Reorganization shall be terminated immediately after the Closing Date, in view of the need of the recovering companies to promptly resume their operational normality, in order to ***(i)*** ensure compliance with the eligibility criteria and technical and financial requirements for the capture of new engineering projects and ***(ii)*** therefore provide better conditions for the fulfillment of this Plan, for the benefit of all *stakeholders* of the Companies under Reorganization, including the Bankruptcy Creditors; and ***(iii)*** comply with the business plan of the New Engineering Unit, observing that the recovering companies will continue to respond, as applicable, for the obligations provided for in this Plan in its strict terms and conditions.

11. GENERAL PROVISIONS

11.1. Annexes. All exhibits to this Plan are hereby incorporated into and made a part of this Plan. In the event of any inconsistency between this Plan and any annex, the Plan shall prevail, except with regard to the DIP Bond Deed, which shall prevail in the event of any conflict with the provisions of this Plan.

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11.2. Existing Contracts and Conflicts. In the event of conflict between the provisions of this Plan and the obligations subject to Judicial Reorganization provided for in the contracts entered into with any Bankruptcy Creditor prior to the Order Date, this Plan shall prevail.

11.3. Resolutive Conditions. This Plan will be resolved, unless otherwise decided pursuant to Clause 11.3.1, within fifteen (15) Calendar Days from the verification of said event, with the consequent maintenance and/or full reconstitution of the rights and guarantees of the Creditors under the conditions originally contracted with the Companies under Reorganization, as if this Plan had not been approved, if **(i)** the Judicial Approval of the Plan is not verified within sixty (60) Calendar Days from the Approval of the Plan; or **(ii)** a suspensive effect is granted to an appeal filed against the Judicial Approval of the Plan that is not reversed or in any way rendered ineffective within sixty (60) Calendar Days from the rendering of the respective decision; or **(iii)** the Closing Date is not verified within one hundred and eighty (180) Calendar Days from the Judicial Approval of the Plan, subject to the possibility of extending such term, provided that such extension is approved in writing by the Anchor Lender.

11.3.1. Waiver of Resolutive Conditions. The Unsecured Creditors may, by means of adhesion terms or by resolution within the scope of the Creditors' Meeting convened for this purpose, approve the waiver or modification, in whole or in part, of the resolutive condition(s) described in Clause 11.3.

11.3.2. Plan Resolution. If the Plan is resolved, it will be up to the General Meeting of Creditors to resolve in the form of the LFR.

11.4. Novation. The Judicial Approval of the Plan will imply the novation of the Bankruptcy Credits, pursuant to article 59 of the LFR, which will be paid under the terms and conditions established in this Plan regardless of the time and form in which such Bankruptcy Credit became the responsibility of any Under-recovery.

11.5. Settlement. The fulfillment of the payment obligations in accordance with the terms and conditions established in this Plan will entail, automatically and regardless of any additional, broad, general and unrestricted formality, the discharge of all Bankruptcy Credits against the

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Companies under Reorganization and their officers, directors, agents, employees and representatives.

11.6. Termination of Actions. Due to the novation of the Bankruptcy Credits resulting from the Judicial Approval of the Plan, and while this Plan is being fulfilled by the Companies under Reorganization, the Bankruptcy Creditors may not, as of the Approval of the Plan, (i) file or pursue any and all lawsuits and/or judicial execution or process of any nature related to any Bankruptcy Credit against the Companies under Reorganization; (ii) execute any judgment, court decision or arbitration award related to any Bankruptcy Credit against the Companies under Reorganization; (iii) pledge or encumber any assets of the Companies under Reorganization to satisfy their Bankruptcy Credits or practice against them any other constrictive act to satisfy Bankruptcy Credits; (iv) create, perfect or execute any real guarantee on assets and rights of the Companies under Reorganization to ensure the payment of their Bankruptcy Credits; and (v) seek the satisfaction of their Bankruptcy Credits by any other means against the Companies under Reorganization. As of the Judicial Approval Date of the Plan, any and all execution processes, of any nature, related to any Bankruptcy Credit against the Companies under Reorganization, must be completely extinguished or, if more than one person appears as a defendant of said action, exclusively in relation to the Company under Reorganization in question, being certain that the existing pledges and constrictions on the assets and rights of the Companies under Reorganization will be released, as well as the balance of judicial blocks eventually effected in said lawsuits. For the avoidance of doubt, nothing in this Clause prevents the processing of credit challenges related to this Judicial Reorganization or any other actions not related to Bankruptcy Credits.

11.7. Branches and Subsidiaries Abroad. The assets, rights, obligations and prerogatives assumed by branches as well as foreign subsidiaries of the Companies under Reorganization that are not part of this Judicial Reorganization are not affected by the Judicial Reorganization, so that such foreign branches and subsidiaries may freely dispose of their assets, as well as fulfill their obligations under the terms agreed by them, regardless of the applicable accounting regime.

11.8. Plan Amendments, Amendments, or Modifications. Amendments, alterations or modifications to the Plan may be proposed at any time after the Judicial Approval of the Plan, provided that (i) such amendments, alterations or modifications are accepted by the Companies under Reorganization and approved *(i.a)* if at a time prior to the closing of the Judicial Reorganization, at a Creditors' Meeting, under the terms of the LFR or *(i.b)* if at a time after the

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closing of the Judicial Reorganization, at a Creditors' Meeting; and (ii) once the disbursement date of the dip Financing has been verified, such amendments comply with the restrictions provided for in the Deeds of the dip Securities. Amendments to the Plan, provided that they are approved under the terms of the LFR, oblige all Bankruptcy Creditors, regardless of their express agreement with subsequent amendments. If the conditions of support of the Anchor Lender are terminated after the Judicial Approval of the Plan, the Companies under Reorganization shall call a new general meeting of creditors to resolve on the modifications to the terms and conditions of this Plan.

11.9. Communications. All notifications, requirements, requests and other communications to the Companies under Reorganization, required or permitted by this Plan, to be effective, must be made in writing and will be considered made when sent ***(i)*** by registered correspondence, with acknowledgment of receipt, or courier; or ***(ii)*** by email when effectively delivered, the reading notice being valid as proof of delivery and receipt of the message, the Companies under Reorganization being obliged to check their messages periodically, All communications must be sent to the following addresses, unless there is a change duly communicated to the Bankruptcy Creditors:

To the Companies under Reorganization:
Avenida das Nações Unidas, n° 14.401,4°andar, Edifício B1 - Aroeira
Vila Gertrudes, São Paulo/SP, CEP 04794-000

Attn: Legal Department
(rjoec @ oec-eng.com)

To the Trustee:
Rua Lincoln Albuquerque, n° 259, conj. 131,
Perdizes, São Paulo/SP, CEP 05004-010
Attn: AJ Ruiz Administração Judicial
(aj.oec@ajruiz.com.br)

11.9.1. Contacts of Lenders**.** The Creditors shall send to the Companies under Reorganization, together with the communication provided for in **Annex 4.1**, a communication indicating ***(i)*** the complete qualification of their representative; ***(ii)*** the contact telephone number; ***(iii)*** the electronic address (email); and ***(iv)*** the physical address for correspondence,

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The Creditors will be responsible for keeping such data always updated, through the new communication sent under the terms of this Clause 11.9.

11.10. Severability of Plan Forecasts. In the event that any term or provision of this Plan is found to be invalid, void or ineffective, the remainder of the terms and provisions of the Plan shall remain valid and effective.

11.11. Credits in Foreign Currency. Credits denominated in foreign currency will be kept in the original currency for all legal purposes, in accordance with the provisions of article 50, paragraph 2, of the LFR, and will be settled in accordance with the provisions of this Plan, The General Unsecured Creditors holding General Unsecured Credits registered in foreign currency may, at their sole discretion, choose to convert their credit into national currency, and must, therefore, expressly inform this option at the time and together with the sending of the respective adhesion term indicating the payment option, in which case the respective Unsecured Credit will be denominated in Reais will be converted at the exchange rate of the business day prior to the Order Date.

11.12. Enforceable Title. This Plan is a judicial enforceable title, in the form of article 59, §1 of the LFR. Bankruptcy Creditors may require compliance with the Plan and payments of the respective Bankruptcy Credits in accordance with the terms of this Plan and the respective option elected pursuant to this Plan, regardless of the issuance of new debt instruments, and other applicable laws.

11.13. Governing Law. The rights, duties and obligations arising from this Plan shall be governed, interpreted and performed in accordance with the laws in force in the Federal Republic of Brazil, even if there are Credits originated under the laws of another jurisdiction, and, without any rules or principles of private international law being applied.

11.14. Jurisdiction. All controversies or disputes that arise or are related to this Plan or to the payment of Bankruptcy Credits will be resolved by the Judicial Reorganization Court, After the closure of the Judicial Reorganization, the controversies or disputes that arise or are related to this Plan will be resolved by the jurisdiction of the Judicial District of the Capital of the State of São Paulo.

São Paulo, January 21, 2025

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(Signature page of the Plan follow)

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(*page of signatures of the Judicial Reorganization Plan presented by Odebrecht Engenharia e Construção S.A. – In Judicial Reorganization and other companies that are part of its economic group)*

Name:	**Name:**
Position:	**Position:**

By: **ODEBRECHT ENGENHARIA E CONSTRUÇÃO S.A. – UNDER JUDICIAL REORGANIZATION**, **ODEBRECHT HOLDCO FINANCE LIMITED, OEC S.A. – IN FINANCIAL RESTRUCTURING**, **OEC FINANCE LIMITED**, **CNO S.A. – IN JUDICIAL RECOVERY**, **CBPO ENGENHARIA LTDA. – IN JUDICIAL RECOVERY, OENGER S.A. – IN FINANCIAL RESTRUCTURING**, **ODEBRECHT OVERSEAS LIMITED**, **OECI S.A. – IN JUDICIAL RECOVERY**, **TENENGE ENGENHARIA LTDA. – IN JUDICIAL REORGANIZATION**, **BELGRÁVIA SERVIÇOS E PARTICIPAÇÕES S.A. – IN JUDICIAL RECOVERY**; and **TENENGE OVERSEAS CORPORATION**

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ANNEXES TO THE PLAN

Annex 1.1.88(a)	Economic feasibility report (article 53, II of the LFR)
Annex 1.1.88(b)	Economic and financial report (article 53, III of the LFR)
Annex 3.3.2.1.2	Market Reference Prices
Annex 3.5	Supporting Lender Term Sheet Template
Annex 4.1	Payment Option Election Form Template
Annex 5.1	Assets and Certificates Transferred to the New Engineering Unit
Annex 5.1.2	Corporate Structure of the New Engineering Unit
Annex 6.2	Non-Current Assets
Annex 7.1.4.1(i)	Subscription Bonus
Annex 7.1.4.1(ii)	Liquidity Agreement Term Sheet
Annex 7.1.4	DIP Debentures Deed

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Nothing else was contained in said original, which I return with this faithful translation. In witness whereof, I have hereunto set my hand and seal of office. January 24, 2025.

Emoluments according to the law.

This document was digitally signed by ANTONIO DARI ANTUNES ZHBANOVA.
To verify the signature access the link below.
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