

THIS RESTRUCTURING SUPPORT AND LOCK-UP AGREEMENT IS NOT AN OFFER OR ACCEPTANCE WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OR REJECTIONS AS TO ANY PLAN OF REORGANIZATION PROPOSED IN AN ENGLISH SCHEME OF ARRANGEMENT, JUDICIAL REORGANIZATION PROCEEDING (RECUPERAÇÃO JUDICIAL) OR REORGANIZATION OR DEBT ADJUSTMENT PLAN IN ANY OTHER INSOLVENCY PROCEEDING.

ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF ANY APPLICABLE INSOLVENCY LAW, INCLUDING PROVISIONS OF THE BANKRUPTCY CODE. NOTHING CONTAINED IN THIS RESTRUCTURING SUPPORT AND LOCK-UP AGREEMENT SHALL BE AN ADMISSION OF FACT OR LIABILITY OR, UNTIL THE OCCURRENCE OF THE AGREEMENT EFFECTIVE DATE ON THE TERMS DESCRIBED HEREIN, DEEMED BINDING ON ANY OF THE PARTIES. THIS RESTRUCTURING SUPPORT AND LOCK-UP AGREEMENT DOES NOT PURPORT TO SUMMARIZE ALL OF THE TERMS, CONDITIONS, REPRESENTATIONS, WARRANTIES AND OTHER PROVISIONS WITH RESPECT TO THE TRANSACTIONS DESCRIBED HEREIN, WHICH TRANSACTIONS WILL BE SUBJECT IN ALL RESPECTS TO THE COMPLETION OF DEFINITIVE DOCUMENTATION AND THE CONSENT RIGHTS OF THE PARTIES SET FORTH HEREIN AND THEREIN.

THIS RESTRUCTURING SUPPORT AND LOCK-UP AGREEMENT IS CONFIDENTIAL AND SUBJECT TO CONFIDENTIALITY AGREEMENTS AND HAS BEEN PRODUCED FOR DISCUSSION AND SETTLEMENT PURPOSES ONLY AND IS SUBJECT TO THE PROVISIONS OF RULE 408 AND ITS STATE AND FEDERAL EQUIVALENTS.

RESTRUCTURING SUPPORT AND LOCK-UP AGREEMENT

This RESTRUCTURING SUPPORT AND LOCK-UP AGREEMENT (together with all exhibits, annexes and schedules attached hereto, this “**Agreement**”) is made and entered into as of June 28, 2024, by and among the following parties, each in the capacity set forth on its signature page to this Agreement (each, a “**Party**” and collectively, the “**Parties**”):

- (1) Light S.A. – em Recuperação Judicial (the “**Company**” or “**Light**”), Light Serviços de Eletricidade S.A. (“**SESA**”), and Light Energia S.A. (“**Energia**” and, together with the Company, the “**Company Parties**”); and
- (2) Each of the undersigned beneficial holders, investment advisors or managers (as applicable) for the account of beneficial holders (together with any assignee, transferee or any beneficial holder, investment advisor or manager for the account of any beneficial holder of the 2026 Notes Units (as defined below) that executes and delivers a counterpart signature page to this Agreement or executes and delivers a Joinder Agreement or Transfer Agreement (each as defined below)), of (a) 4.375% notes due 2026 issued by SESA in the principal amount of US\$400,000,000 (the “**SESA Notes**”) and (b) 4.375% notes due 2026 issued by Energia in the principal amount of US\$200,000,000 (the “**Energia Notes**” and, together with the SESA Notes, the “**2026 Notes Units**” and such holders, collectively, the “**Consenting Noteholders**”), in each case governed by that certain indenture dated as of June 18, 2021 (as may be amended, modified or supplemented from time to time prior to the date hereof, the “**Notes Indenture**”) by and between SESA and Energia as issuers, the Company as the guarantor and The Bank of New York Mellon as trustee.

RECITALS

WHEREAS, the Company (a) commenced the Brazilian RJ Proceeding (as defined below) and filed a restructuring plan on April 22, 2024; and (b) filed an amendment to the restructuring plan on May

18, 2024, which was approved at a general meeting of creditors held on May 29, 2024 (the “**Brazilian RJ Plan**”);

WHEREAS, on June 18, 2024, the Brazilian Bankruptcy Court entered an order confirming the Brazilian RJ Plan (the “**Brazilian RJ Plan Confirmation Order**”);

WHEREAS, in the Brazilian RJ Plan, the Company agreed, subject to the execution of this Agreement by Consenting Noteholders representing more than 50% of the outstanding principal amount of the 2026 Notes Units, to take certain steps to deliver offshore, DTC tradable instruments to the holders of the 2026 Notes Units, including commencing (i) a consent solicitation process to execute a supplemental indenture with the support of the Consenting Noteholders to effectuate the amendment to the Notes Indenture as set out in the Supplemental Indenture (as defined below) (the “**Consent Solicitation**”) and (ii) additional proceedings in certain other jurisdictions in each case for the purpose of implementing the Restructuring (as defined below), which may include (1) a scheme of arrangement under Part 26 of the English Companies Act (as defined below) (such proceeding, the “**English Scheme**”) and (2) a case or cases under chapter 15 of Title 11 of the United States Code (such title, the “**Bankruptcy Code**”) seeking to recognize as a foreign proceeding and enforce in the United States the Brazilian RJ Proceeding (such proceeding, the “**Brazilian RJ Recognition Cases**”), and seeking to recognize as a foreign proceeding and enforce in the United States the English Scheme (such proceeding, the “**English Scheme Recognition Cases**,” and, together with the Brazilian RJ Recognition Case, the “**U.S. Recognition Cases**” and, collectively with the English Scheme and the Brazilian RJ Proceeding, the “**Restructuring Proceedings**”), as contemplated under this Agreement, and in all material respects consistent with the terms of the Restructuring Term Sheet;

WHEREAS, with the view of allowing for the implementation of the Brazilian RJ Plan and the restructuring of the Company (including the 2026 Notes Units), Light will pursue the Capital Increase as per Sections 4.1.1(i) and 5.1 of the Brazilian RJ Plan, which was a key consideration for the Consenting Noteholders’ approval of the Brazilian RJ Plan;

WHEREAS, the Parties have in good faith and at arm’s length negotiated certain restructuring and recapitalization transactions with respect to certain Company Claims (as defined below) on and subject to the terms and conditions set forth in this Agreement and the Restructuring Term Sheet (as defined below) attached hereto as **Exhibit A**, as may be later revised or supplemented in accordance with Section 11 of this Agreement (such transactions as described in the Restructuring Term Sheet, including the Brazilian RJ Plan, the New Money Capital Raise (as defined below), the Consent Solicitation, English Scheme, Brazilian RJ Proceeding and/or U.S. Recognition Cases, in each case in accordance with this Agreement and the Restructuring Term Sheet, collectively, the “**Restructuring**”);

WHEREAS, the Parties have agreed to the terms of the Restructuring and have agreed to enter into this Agreement in good faith in order to facilitate its implementation, and, subject to terms and conditions herein, to refrain from (whether alone or in concert with any other person) taking, advising, encouraging, assisting or supporting (or instructing or procuring that any other person take, advise, encourage, assist or support) any action that would frustrate the Restructuring; and

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party, intending to be legally bound hereby, agrees as follows:

AGREEMENT

Section 1. Definitions and Interpretation.

1.01 Definitions. The following terms shall have the following definitions; *provided* that any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the Restructuring Term Sheet:

“**2026 Notes Units**” has the meaning set forth in the preamble to this Agreement.

“**Affiliate**” means, with respect to any Person, any other Person controlled by, controlling or under common control with such Person. As used in this definition, “control” (including, with its correlative meanings, “controlling,” “controlled by” and “under common control with”) shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies of a Person (whether through ownership of securities, by contract or otherwise). A Related Fund of any Person shall be deemed to be an Affiliate of such Person.

“**Agreed Form**” means, in respect of any document, consistent with this Agreement, and in the form agreed in writing between the Company Parties and the Majority Consenting Noteholders.

“**Agreement**” has the meaning set forth in the preamble to this Agreement and, for the avoidance of any doubt, includes all of the exhibits, annexes and schedules hereto in accordance with Section 13.01.

“**Agreement Effective Date**” means the date specified in Section 2.

“**Agreement Effective Period**” means, with respect to a Party, the period from the Agreement Effective Date to the Termination Date applicable to such Party (except where a provision of this Agreement survives the Termination Date pursuant to Section 13.16, in which case such provision shall remain in effect to the extent set forth in Section 13.16).

“**Alternative Restructuring Plan**” means any proposal, offer, bid, term sheet or discussion with respect to a restructuring, reorganization, scheme of arrangement or similar process, any insolvency, liquidation (*falência*) or restructuring measure, either judicial (*recuperação judicial*) or prenegotiated (*recuperação extrajudicial*), merger, amalgamation, acquisition, consolidation, dissolution, debt investment, equity investment, liquidation, tender offer, recapitalization, plan of reorganization, plan amendment, share exchange, business combination or similar transaction involving any of the Company Parties or the debt of, equity in or other interests in the Company Parties other than the Restructuring, including, for the avoidance of any doubt, any plan or plan amendment or any alternative realization of the Company’s assets in a liquidation proceeding that is inconsistent in any material respect with this Agreement or the Restructuring; *provided*; however that any transaction(s) between any of the Company Parties and the holders of Brazilian debentures issued by the Company and/or other Brazilian RJ Creditors shall not be an Alternative Restructuring Plan provided that any such transaction(s) are consistent with the Brazilian RJ Plan.

“**Bankruptcy Code**” has the meaning set forth in the recitals to this Agreement.

“**Brazilian Bankruptcy Court**” means the 3rd Specialized Chamber for Business Law of the Court of the State of Rio de Janeiro, Brazil, which is presiding over the Brazilian RJ Proceeding.

“**Brazilian Bankruptcy Law**” means Brazil’s *Lei de Falências e Recuperação de Empresas*, Law No. 11,101, dated February 9, 2005, as amended.

“**Brazilian Capital Markets Law**” means Brazil’s Law No. 6,385, dated December 7, 1976, as amended.

“**Brazilian RJ Creditors**” means the creditors whose claims are subject to the Brazilian RJ Plan (as defined below).

“**Brazilian RJ Enforcement Order**” means an order of the U.S. Bankruptcy Court sought pursuant to the U.S. Enforcement Filings and entered in the Brazilian RJ Recognition Cases, enforcing and giving full force and effect to the Brazilian RJ Plan within the territorial jurisdiction of the United States.

“**Brazilian RJ Plan Confirmation**” means the date in which the order from the Brazilian Bankruptcy Court confirming the approval of the Brazilian RJ Plan is made available in the official gazette.

“**Brazilian RJ Plan Confirmation Order**” has the meaning set forth in the recitals to this Agreement.

“**Brazilian RJ Plan**” has the meaning set forth in the recitals to this Agreement.

“**Brazilian RJ Proceeding**” means the judicial reorganization proceeding (*recuperação judicial*) commenced by Light before the Brazilian Bankruptcy Court, docket number 0843430-58.2023.8.19.0001.

“**Brazilian RJ Recognition Cases**” has the meaning set forth in the recitals to this Agreement.

“**Brazilian RJ Recognition Order**” means an order of the U.S. Bankruptcy Court sought pursuant to the U.S. Recognition Filings and entered in the Brazilian RJ Recognition Cases, recognizing the Brazilian RJ Proceeding as a “foreign main proceeding” for the Company.

“**Business Day**” means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the laws of, or are in fact closed in, the city of Rio de Janeiro, the city of São Paulo, the New York City, or London.

“**Capital Stock**” shall mean, with respect to any Person (as defined below), any and all shares of stock, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated, whether voting or non-voting) such Person’s equity or ownership, including any preferred stock, any limited or general partnership interest and any limited liability company membership interest or any securities or other rights or interests convertible into or exchanged for any of the forgoing.

“**Claim**” means a (a) right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured and calculated together with all applicable accrued interest, fees and commission due, owing or incurred from time to time or (b) right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured. For the avoidance of any doubt, the definition of a “Claim” in this Agreement shall be no less broad than the definition of a “Claim” in section 101(5) of the Bankruptcy Code.

“**Closing Date**” means the date on which all conditions precedent to the Restructuring have been satisfied, each of the Restructuring Documents becomes effective in accordance with its terms, and

the New Securities contemplated in the Restructuring Term Sheet are issued and delivered to the holders of 2026 Notes Units.

“Company Advisors” means, collectively: (a) White & Case LLP; Barbosa Müssnich Aragão Advogados; Salomão, Kaiuca, Abrahão, Raposo, Cotta Sociedade de Advogados; and Galdino & Coelho Advogados, as legal advisors to the Company; and (b) BR Partners, as financial advisor to the Company.

“Company Claims” means, collectively, all Claims against the Company in connection with the 2026 Notes Units.

“Company” has the meaning set forth in the preamble to this Agreement.

“Company Parties” has the meaning set forth in the preamble to this Agreement.

“Concession Renewal” means SESA’s execution of a new concession agreement with the applicable governmental authorities, related to the renewal of the public concession held by SESA.

“Confidential Annexure” means in relation to the Consenting Noteholders, the confidential annexure to its signature page to this Agreement, any Joinder Agreement or any Transfer Agreement, which sets out its exposure in respect of the 2026 Notes Units.

“Confidentiality Agreement” means any confidentiality agreement executed by and between the Company and any other Party hereto (and/or their respective advisors), whether before or after the Agreement Effective Date, in connection with any proposed Restructuring, including with respect to the issuance of a “cleansing letter” or other public disclosure of material non-public information.

“Consent Solicitation” has the meaning set forth in the recitals to this Agreement.

“Consenting Noteholders” has the meaning set forth in the preamble to this Agreement.

“Enforcement Action” means any action, legal proceeding or other procedure or step taken of any kind to:

- (a) recover, or demand cash cover in respect of, all or any part of any Company Claims (including by exercising any set-off, save as required by law);
- (b) exercise or enforce any right under any guarantee or any right in respect of any Lien, including any property encumbered thereby, in each case, granted in relation to (or given in support of) all or any part of any Company Claims;
- (c) petition for (or take or support any other step which may lead to) any corporate action, legal process (including legal proceedings and diligence) or other procedure or step being taken in relation to any Company Claim in respect of any insolvency or similar proceeding; or
- (d) sue, claim, institute or continue any legal process (including legal proceedings, execution, distress and diligence) against the Company Parties in relation to any Company Claim.

“English Companies Act” means the Companies Act 2006.

“English Court” means the High Court of Justice of England and Wales.

“English Scheme” has the meaning set forth in the recitals to this Agreement.

“English Scheme Claims” means the Company Claims held by the English Scheme Creditors under or in connection with the 2026 Notes Units.

“English Scheme Convening Hearing” means the hearing of the English Court for purposes of obtaining permission to convene the English Scheme Meeting, including any adjournment thereof.

“English Scheme Creditors” means the creditors whose claims are subject to the English Scheme.

“English Scheme Enforcement Order” means an order of the U.S. Bankruptcy Court, sought pursuant to the U.S. Enforcement Filings and entered in the English Scheme Recognition Cases enforcing and giving full force and effect to the terms of the English Scheme within the territorial jurisdiction of the United States.

“English Scheme Explanatory Statement” means the explanatory statement to be provided to the English Scheme Creditors pursuant to section 897 of the English Companies Act.

“English Scheme Meeting” means the meeting of the English Scheme Creditors convened in accordance with section 896 of the English Companies Act to consider and, if thought fit, approve the English Scheme (and any adjournment of such meetings).

“English Scheme Practice Statement Letter” means a letter relating to the English Scheme required under the Practice Statement (Companies: Schemes of Arrangement under Part 26 and Part 26A of the Companies Act 2006) issued on 26 June 2020.

“English Scheme Recognition Cases” has the meaning set forth in the recitals to this Agreement.

“English Scheme Recognition Order” means an order of the U.S. Bankruptcy Court, sought pursuant to the U.S. Recognition Filings and entered in the English Scheme Recognition Cases, recognizing the English Scheme as a “foreign main proceeding” for the Company.

“English Scheme Sanction Hearing” means a hearing of the English Court for the purpose of sanctioning the English Scheme, including any adjournment thereof.

“English Scheme Sanction Order” means the order of the English Court sanctioning the English Scheme under section 899 of the English Companies Act.

“English Scheme Voting Record Time” means the Voting Record Time as defined in the English Scheme Explanatory Statement.

“Entity” shall have the meaning set forth in section 101(15) of the Bankruptcy Code.

“Governmental Authority” means, with respect to any Person, any nation or government, any state, municipality, province or other political or administrative subdivision thereof, any central bank (or similar monetary or regulatory authority) thereof, any entity or branch of power exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity exercising such functions and owned or controlled, through stock or capital ownership or otherwise by any of the foregoing, any arbitral bodies, or any self-regulatory organization, asserting jurisdiction over such Person.

“Indenture” has the meaning set forth in the preamble to this Agreement.

“Information Agent” means DF King Ltd.

“Joinder Agreement” means a joinder to this Agreement substantially in the form attached hereto as **Exhibit B**.

“**Joinder Party**” has the meaning set forth in Exhibit B.

“**Lien**” means any mortgage, pledge, security interest, encumbrance, lien or charge of any kind (including, without limitation, any conditional sale or other title retention agreement or lease in the nature thereof or any agreement to create any mortgage, pledge, security interest, lien, charge, easement or encumbrance of any kind).

“**Majority Consenting Noteholders**” means, as of the relevant date, Consenting Noteholders holding more than 60% of the aggregate outstanding principal amount of the 2026 Notes Units held by the Consenting Noteholders, as set out in the signature pages to this Agreement or the signature pages to a Joinder Agreement or Transfer Agreement (as applicable), as such signature pages may be modified, amended or supplemented from time to time (including to reflect such Consenting Noteholders’ acquisition, or sale or transfer of additional holdings of the 2026 Notes Units in accordance with Section 6 herein).

“**New Money Capital Raise**” means the minimum of BRL 1,000,000,000.000 and up to BRL 1,500,000,000.00 in new money to be raised by Light.

“**New Securities**” means the Convertible Debentures, shares, ADRS, notes and any other securities to be issued in connection with the Restructuring to the holders of the 2026 Notes Units, as contemplated in the Restructuring Term Sheet.

“**Noteholder Ad Hoc Group Advisors**” means collectively: (a) Cleary Gottlieb Steen & Hamilton LLP and Pinheiro Neto Advogados, as legal advisors to the Noteholder Ad Hoc Group; and (b) Moelis & Company Assessoria Financeira Ltda, as financial advisor to the Noteholder Ad Hoc Group.

“**Noteholder Ad Hoc Group**” means that certain ad hoc group of holders of the 2026 Notes Units formed for the purposes of considering and negotiating the Restructuring and represented by the Noteholder Ad Hoc Group Advisors, as such group is constituted from time to time.

“**Officer’s Certificate**” means, with respect to the Company, a certificate signed by a director of the Company attaching:

“**Order**” means an order by any Governmental Authority, any regulatory authority, any court of competent jurisdiction or any private arbitral tribunal or like entity that resolves part or all of the issues in dispute.

“**Outside Date**” means February 13, 2025 or such later date as may be agreed in writing with the consent of the Majority Consenting Noteholders, which may be by electronic mail from the Noteholder Ad Hoc Group Advisors and the Company Advisors.

“**Outstanding Advisor Invoices**” means invoices of each of the Noteholder Ad Hoc Group Advisors for all reasonable, documented fees and expenses of such advisors pursuant to the engagement letters between each of the Noteholder Ad Hoc Group Advisors and the Company Parties.

“**Party**” or “**Parties**” has the meaning set forth in the preamble to this Agreement.

“**Permitted Transferee**” has the meaning set forth in Section 6.01.

“**Person**” means any individual, corporation, limited liability company, company, voluntary association, partnership, joint venture, cooperative, trust, private or public entity or other enterprise

or unincorporated organization or government (or any agency, instrumentality or political subdivision thereof).

“Prohibited Insolvency Filing” means a bankruptcy or insolvency filing (including with respect to any preliminary proceeding in preparation of a *recuperação judicial*, *recuperação extrajudicial* or *falência*) or scheme of arrangement or any similar process by the Company (other than in respect of the English Scheme, Brazilian RJ Proceeding or U.S. Recognition Cases contemplated by this Agreement); *provided, however*, that any other bankruptcy or insolvency filing consented to in writing by the Majority Consenting Noteholders and the Company, which may be provided by electronic mail from the Company Advisors and the Noteholder Ad Hoc Group Advisors, will not constitute a Prohibited Insolvency Filing.

“Qualified Market Maker” means an Entity that (a) in accordance with applicable law, holds itself out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase Company Claims (including any subset thereof) from, and sell Company Claims (including any subset thereof) to, customers or enter into with customers long or short positions in Company Claims (including debt or other securities), in its capacity as a dealer or market maker in such claims, and (b) is, in fact, regularly in the business of making a market in claims against issuers or borrowers (including debt or other securities).

“Related Fund” means, with respect to any Person, any fund, account, or investment vehicle that is controlled or managed by (a) such Person, (b) an Affiliate of such Person, or (c) the same investment manager, advisor or subadvisor as such Person or an Affiliate of such investment manager, advisor or subadvisor.

“Restructuring Documents” means each of:

- (a) this Agreement;
- (b) the Brazilian RJ Plan;
- (c) the Restructuring Term Sheet and its exhibits and annexes;
- (d) the Supplemental Indenture;
- (e) all documents, consents, agreements, filings, notifications, instruments and other deliverables necessary or appropriate to effectuate the English Scheme and the English Scheme Sanction Order;
- (f) all documents, consents, agreements, filings, notifications, instruments and other deliverables necessary or appropriate to effectuate the Brazilian RJ Plan and the Brazilian RJ Plan Confirmation Order;
- (g) the English Scheme Recognition Order and the Brazilian RJ Recognition Order;
and
- (h) all certificates, filings and other deliverables required to satisfy the conditions precedent to the effectiveness of the foregoing documents and agreements.

“Restructuring Proceedings” has the meaning set forth in the recitals to this Agreement.

“Restructuring Term Sheet” means the term sheet attached hereto as **Exhibit A** and its exhibits and annexes in respect of the Restructuring Proceedings, which sets out the terms of implementation of the Restructuring in Agreed Form and provides for equal treatment among all Consenting Noteholders.

“**Restructuring**” has the meaning set forth in the recitals to this Agreement.

“**Securities Act**” means the Securities Act of 1933, as amended.

“**Separate Account**” has the meaning set forth in Section 7.02(b)(i).

“**Specified Fund**” has the meaning set forth in Section 7.02(b)(i).

“**Supplemental Indenture**” means the amendment to the Indenture resulting from and issued in connection with the Consent Solicitation effectuating the amendment of the governing law of the 2026 Notes Units in order to facilitate the English Scheme.

“**Termination Date**” means the date on which termination of this Agreement as to any Party is effective in accordance with Section 10.07.

“**Transfer Agreement**” means an executed form of the transfer agreement, substantially in the form attached hereto as **Exhibit C**, providing, among other things, that a Permitted Transferee is bound by the terms of this Agreement.

“**Transfer**” means to sell, sub-participate, resell, reallocate, use, pledge, assign, transfer, hypothecate, put a Lien on, participate, donate or otherwise encumber or dispose of, directly or indirectly (including through derivatives, options, swaps, pledges, Liens, forward sales or other transactions), through one or a series of transactions.

“**Transferor**” has the meaning set forth in Section 6.04.

“**Trustee**” means The Bank of New York Mellon or any replacement or successor trustee.

“**U.S. Bankruptcy Court**” means the United States Bankruptcy Court for the Southern District of New York.

“**U.S. Enforcement Filings**” means all filings with the U.S. Bankruptcy Court to obtain entry of the English Scheme Enforcement Order or the Brazilian RJ Enforcement Order.

“**U.S. Recognition Cases**” has the meaning set forth in the recitals to this Agreement.

“**U.S. Recognition Filings**” means all filings with the U.S. Bankruptcy Court to obtain entry of the English Scheme Recognition Order or the Brazilian RJ Recognition Order.

1.02 Interpretation. For purposes of this Agreement:

(a) all references to “this Agreement” shall include, without limitation the Restructuring Term Sheet and all other exhibits, annexes and schedules attached hereto;

(b) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in any gender shall include every gender;

(c) capitalized terms defined only in the plural or singular form shall nonetheless have their defined meanings when used in the opposite form;

(d) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions;

(e) unless otherwise specified, any reference herein to an existing document, schedule or exhibit shall mean such document, schedule or exhibit, as it may have been or may be amended, restated, supplemented or otherwise modified from time to time; *provided that* any capitalized terms herein that are defined with reference to another agreement, are defined with reference to such other agreement as of the Agreement Effective Date, without giving effect to any termination of such other agreement or amendments to such capitalized terms in any such other agreement following the date hereof;

(f) unless otherwise specified, all references herein to “Sections” are references to Sections of this Agreement;

(g) the words “herein,” “hereof,” and “hereto” refer to this Agreement in its entirety rather than to any particular portion of this Agreement;

(h) captions and headings to Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Agreement;

(i) references to “shareholders,” “directors,” and/or “officers” shall also include “members” and/or “managers,” as applicable, as such terms are defined under the applicable limited liability company laws;

(j) references to a “Party” shall be construed so as to include its successors in title, permitted assigns and permitted transferees;

(k) references to the “Noteholder Ad Hoc Group” include, where the context requires, each member of the Noteholder Ad Hoc Group;

(l) references to the “Consenting Noteholders” include, where the context requires, each Consenting Noteholder;

(m) references to a “beneficial owner” are to the person that holds the beneficial and/or ultimate economic interest in any Claims (including by way of sub-participations or pursuant to a binding agreement to purchase on standard terms) and “beneficial ownership” shall be construed accordingly; and

(n) the use of “include” or “including” is without limitation, whether stated or not.

Section 2. Effectiveness of this Agreement and Conditions Precedent.

2.01 Effectiveness. This Agreement shall become effective and binding upon each Party at 4:00 p.m., prevailing São Paulo time, on the date on which all of the following conditions have been satisfied or waived (which may be via email) in accordance with this Agreement (such date, the “**Agreement Effective Date**”):

(a) each of the Company Parties shall have executed and delivered counterpart signature pages of this Agreement to the Noteholder Ad Hoc Group Advisors; and

(b) Consenting Noteholders representing at least 50% in the aggregate of outstanding principal amount of the 2026 Notes Units shall have executed and delivered counterpart signature pages of this Agreement and Confidential Annexures or signature pages to a Joinder Agreement or Transfer Agreement, as applicable, to the Company Advisors.

Section 3. Restructuring Documents.

3.01 Before any Party is required to execute or approve and/or (in respect of any Restructuring Documents related to the English Scheme) vote for a Restructuring Document, such Restructuring Document shall be in Agreed Form, *provided that* changes or amendments to the Restructuring Documents

that are in Agreed Form which do not affect, in any respect, the rights, obligations or recoveries of the Consenting Noteholders (including, without limitation, under the Brazilian RJ Plan, whether related to the New Money Capital Raise or not) shall be deemed in form and substance not inconsistent with such Agreed Form.

3.02 English language translations of any Restructuring Document produced in Portuguese shall be provided by the Company to each Party, as soon as commercially practicable.

3.03 Without prejudice to Section 5.01(m), the Consenting Noteholders shall be provided reasonable notice and a reasonable opportunity to review and comment upon any material motion, pleading or document and, except with respect to emergency filings, no later than forty-eight (48) hours' notice, prior to any filing with the English Court, the Brazilian Bankruptcy Court, the U.S. Bankruptcy Court or any other court to the extent applicable, to the extent such motion, pleading or document affects the economic rights, obligations or recoveries of the Consenting Noteholders under the Restructuring Documents.

Section 4. Commitments of the Consenting Noteholders.

4.01 Affirmative Commitments. During the Agreement Effective Period and subject to Section 4.03, each Consenting Noteholder agrees to promptly take the following actions:

(a) consenting, voting and exercising (or causing to be voted and exercised, including by instructing its proxy or other relevant person, as applicable) any powers or rights available to it to vote irrevocably and unconditionally in favor of the Consent Solicitation;

(b) instructing the Trustee to perform all actions as are reasonably necessary to support, facilitate, implement, consummate or otherwise give effect to the Restructuring (provided that such action is not inconsistent, in any material respect, with the Restructuring Term Sheet);

(c) in respect of the Brazilian RJ Proceeding, the 2026 Notes Units and the Restructuring (1) staying or suspending any litigation, appeals, requests to clarify or other challenges against the Company that are pending as of the Agreement Effective Date and (2) voluntarily dismissing any such litigations, appeals, requests to clarify or other challenges on or before the Closing Date;

(d) to the extent required or reasonably requested by the Company to do so, entering into negotiations in good faith in order to agree to the terms of any Restructuring Documents to which it is proposed to be a party or in respect of which it will have an economic or legal interest and using commercially reasonable efforts to execute the Restructuring Documents that are in Agreed Form and to which it is required to be a party and/or any other document, notice, order or direction necessary in order to implement and consummate the Restructuring;

(e) performing all of its obligations under this Agreement;

(f) with respect to the English Scheme:

(i) so long as its vote has been properly solicited pursuant to the English Companies Act and, subject to any other restrictions imposed by and to the extent not prohibited by applicable law, regulation or order entered by a court of competent jurisdiction: (1) voting or causing to be voted all English Scheme Claims eligible to vote on the English Scheme at any English Scheme Creditors' Meeting under the English Companies Act, as of the Agreement Effective Date or a later date on which any such vote occurs, which it holds, controls, or has the ability to control, to accept the English Scheme by casting its vote, including by submitting, or causing to submit, all necessary proxies, instructions, directions or consents in respect of the English Scheme Claims (including voting individually

to the extent applicable) and (2) to the extent that the Company determines (acting reasonably), subject to any applicable consultation, consent and approval rights of the Parties set forth in this Agreement, that an extension of the time to seek approval of the English Scheme at any English Scheme Creditors' Meeting is necessary, voting or causing to be voted its English Scheme Claims in favor of such extension (in each case, including voting in favor of and taking all steps necessary to vote in favor of the English Scheme and taking any action that is reasonably required to implement any action or inaction proposed under or in connection with the English Scheme);

(ii) supporting, not opposing, and providing express approval for recognition and enforcement of the English Scheme (or other relief as reasonably requested by the Company) in the English Scheme Recognition Cases as reasonably necessary to give effect to or aid in the consummation of the Restructuring and any orders entered by the English Court in the English Scheme, including the English Scheme Sanction Order, and entry of the English Scheme Recognition Order and the English Scheme Enforcement Order;

(iii) providing all information and instructions and taking all actions which, it is reasonably requested to provide or take in respect of the English Scheme and/or the English Scheme Claims (excluding, however, providing evidence in the English Court unless specifically agreed to in writing by the relevant Consenting Noteholder);

(g) to the extent the English Scheme is not finally approved by the requisite majority of English Scheme Creditors at the English Scheme Meeting (provided that the English Scheme Meeting may be postponed or adjourned to a subsequent date in order to obtain requisite approval) or is not sanctioned by the English Court, for any reason, negotiate in good faith with the Company Parties alternative mechanisms to receive the New Securities contemplated in the Restructuring Term Sheet;

(h) inform the Company Parties as soon as reasonably practicable after becoming aware of: (i) any event or circumstance that has occurred, or that is reasonably likely to occur (and if it did so occur) with respect to such Party, that would permit such Party to terminate, or could reasonably be expected to result in the termination of, this Agreement; (ii) any breach of this Agreement by such Consenting Noteholder; and (iii) any representation or statement made by such Consenting Noteholder under this Agreement that is or proves to have been incorrect or misleading in any material respect when made or deemed to be made; and

(i) provide the Noteholder Ad Hoc Group Advisors from time to time as reasonably requested by the Company Advisors and upon any change with respect to the amount of their respective holdings of 2026 Notes Units, updated information with respect to the amount of its respective holdings of 2026 Notes Units, and authorize the Noteholder Ad Hoc Group Advisors to share such updated information with respect to the aggregate holdings of the Noteholder Ad Hoc Group (not individual holdings) with the Company Advisors and to provide notice to the Company Advisors when the Noteholder Ad Hoc Group ceases to hold at least 50% of the principal amount of the 2026 Notes Units.

4.02 Negative Commitments. During the Agreement Effective Period and subject to Section 4.03, each Consenting Noteholder agrees that it shall not directly or through third parties:

(a) object to, delay, impede or take any other action that is inconsistent with or would prevent, impede with or interfere with the acceptance, implementation or consummation of the Restructuring, including the Supplemental Indenture, or the relief sought by the Company in the English Scheme, the Brazilian RJ Proceeding or the U.S. Recognition Cases, including any appeal of the Brazilian

RJ Plan Confirmation Order and any action that would undermine or interfere with the ability of any Consenting Noteholder to (i) vote to accept the Consent Solicitation, or (ii) to vote to accept the English Scheme (including voting individually to the extent applicable);

(b) subject to any restrictions imposed by applicable law, (1) support any restructuring or liquidation in any jurisdiction other than as contemplated by this Agreement for any of the Company Parties, nor (2) challenge the English Scheme or the Brazilian RJ Plan in any court of competent jurisdiction, including, without limitation, the English Court, the Brazilian Bankruptcy Court, the U.S. Bankruptcy Court and any other court; *provided, however*, that in each case, the English Scheme and the Brazilian RJ Plan shall be consistent with the terms of this Agreement and shall not have been modified other than in accordance with this Agreement;

(c) challenge, change, amend, revoke or withdraw (or cause to be challenged, changed, amended, revoked or withdrawn) such votes passed pursuant to Sections 4.01(a) and 4.01(b) of this Agreement, so long as, in each case, the Restructuring Documents are in Agreed Form and, in each case, the Restructuring Documents have not been modified other than in accordance with Section 11 of this Agreement;

(d) seek to terminate or modify any of the relief granted in the English Scheme, the Brazilian RJ Proceeding or the U.S. Recognition Cases;

(e) either itself or through any representatives or agents, solicit, initiate, encourage (including by furnishing or requesting information), induce, negotiate, facilitate, continue or respond to any Alternative Restructuring Plan from or with any Entity or propose, file, support, consent to, seek formal or informal credit committee approval of or vote for any Alternative Restructuring Plan (and shall as soon as reasonably practicable inform the other Parties hereto of any notification of an Alternative Restructuring Plan);

(f) unless permitted under this Agreement or if not related to the Brazilian RJ Proceeding, the 2026 Notes Units or the Restructuring, initiate, or have initiated on its behalf, any litigation or proceeding of any kind and in any court, wherever located, including with respect to the English Scheme, the Brazilian RJ Proceeding, the U.S. Recognition Cases, this Agreement or the Restructuring contemplated herein against the Parties, or to obtain a payment of its Company Claims, other than to enforce this Agreement or any Restructuring Document;

(g) seek to terminate, modify or vacate any stay granted under section 1520 of the Bankruptcy Code, the English Scheme Recognition Order, the English Scheme Enforcement Order, the Brazilian RJ Recognition Order, the Brazilian RJ Enforcement Order or any other relief granted in the U.S. Recognition Cases or support the motion of any other Entity to do so, except as otherwise agreed among the Company Parties and the Majority Consenting Noteholders;

(h) (1) take or facilitate any Enforcement Action, (2) direct or encourage any other Person to take any Enforcement Action, (3) support any Enforcement Action taken by any other Entity, or (4) vote or direct or otherwise instruct any proxy appointed by it to vote in favor of any Enforcement Action, in each case, except as contemplated by this Agreement, if not related to the Brazilian RJ Proceeding, the 2026 Notes Units, the Restructuring or the Restructuring Documents, as otherwise agreed in writing by the Parties to be necessary for the implementation of the Restructuring;

(i) take any action or direct any agent or trustee to undertake any action that a Consenting Noteholder is otherwise prohibited from undertaking pursuant to this Section 4.02; or

(j) knowingly solicit, encourage, or direct any Person to undertake any action materially inconsistent with this Agreement or the Restructuring or prohibited by this Agreement.

4.03 Additional Provisions. Notwithstanding anything contained in this Agreement, and notwithstanding any delivery of a consent or vote to accept the Consent Solicitation, English Scheme, or Brazilian RJ Plan (as applicable), nothing in this Agreement shall:

- (a) be construed to prohibit any Consenting Noteholder from contesting whether any matter, fact or thing is a breach of, or is inconsistent with, this Agreement;
- (b) impair or waive the right of any Consenting Noteholder to assert or raise any objection permitted under this Agreement in connection with the Restructuring or from taking any steps to preserve any rights under this Agreement or pursuant to section 10.4 of the Brazilian RJ Plan;
- (c) prevent any Consenting Noteholder from enforcing this Agreement or seeking damages for any breach hereunder, except as otherwise provided in Section 13.12 of this Agreement;
- (d) affect the ability of any Consenting Noteholder to consult with any other Party, any other holder or prospective holder of Claims against, or equity interests in the Capital Stock of, the Company, or any other party in interest in the Restructuring Proceedings, so long as any such consultation is not inconsistent with any terms of this Agreement, the Restructuring or any applicable Confidentiality Agreement;
- (e) restrict any director, manager or officer of any member of the Noteholder Ad Hoc Group from complying with any legal and/or fiduciary duties or obligations;
- (f) require any Consenting Noteholder, and/or its respective investment manager or investment advisor (as applicable), respective Affiliates or Related Funds, to incur or to take action that would result in it incurring any out-of-pocket expense, financial obligation or other liability, including any liability with respect to an indemnity, other than as expressly provided for in this Agreement or pursuant to the Restructuring Documents;
- (g) require any Consenting Noteholder to become restricted, receive any material non-public information, take any action that is prohibited by applicable law, regulation or order, or to waive or forego the benefit of any applicable legal and/or professional privilege;
- (h) prevent any Consenting Noteholder from taking any action that is required by applicable banking laws or other applicable laws and regulations;
- (i) prevent any Consenting Noteholder from making, seeking, or receiving any regulatory filings, notifications, consents, determinations, authorizations, permits, approvals, licenses, or the like;
- (j) prevent any Consenting Noteholder from defending, or causing the applicable agent to defend, its Company Claims, including taking any customary step or other action as is necessary to maintain, preserve or defend the validity, existence or priority of its Company Claims in accordance with applicable law ; *provided that*, for the avoidance of any doubt, nothing in this Section 4.03(j) shall permit any Consenting Noteholder to enforce any security interest or exercise any foreclosure or other contractual or legal remedy in respect of any asset of the Company that is prohibited pursuant to Section 4.02; or
- (k) prevent any Consenting Noteholder from taking any action permitted by section 10.4 of the Brazilian RJ Plan.

Section 5. Commitments of the Company Parties.

5.01 Affirmative Commitments. During the Agreement Effective Period, each of the Company Parties agrees to:

(a) support and take all steps commercially reasonably necessary and desirable to support, facilitate, implement, consummate or otherwise give effect to the Restructuring in a timely manner in accordance with this Agreement and as contemplated by the Restructuring Term Sheet, including by complying with all of the terms of this Agreement and the Restructuring Term Sheet;

(b) to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the Restructuring contemplated herein, support and take all steps reasonably necessary and desirable (in consultation with, and with the consent of, the Noteholder Ad Hoc Group Advisors) to address any such impediment;

(c) take all steps reasonably necessary and desirable to obtain any and all required regulatory and/or third-party approvals for the Restructuring;

(d) in consultation with the Noteholder Ad Hoc Group Advisors, use commercially reasonable efforts to actively oppose and object to the efforts of any Person seeking to object to, delay, impede, or take any other action to interfere with the acceptance, implementation, or consummation of the Restructuring (including, if applicable, the timely filing of objections or written responses in the Brazilian RJ Proceeding) to the extent such opposition or objection is reasonably necessary to facilitate implementation of the Restructuring;

(e) negotiate in good faith and take all commercially reasonable steps necessary and desirable to execute and deliver the Restructuring Documents and any other agreements required to effectuate and consummate the Restructuring as contemplated by this Agreement and the Restructuring Term Sheet;

(f) pursue and take all commercially reasonable steps necessary to, as soon as reasonably practicable, execute the Supplemental Indenture;

(g) take all reasonable commercial steps necessary to commence the English Scheme as soon as possible and in no event later than July 1, 2024 or such later date as may be agreed in writing with the consent of the Majority Consenting Noteholders, which may be by electronic mail from the Noteholder Ad Hoc Group Advisors;

(h) adopt all necessary measures to approve and implement the New Money Capital Raise in connection with the Brazilian RJ Plan and the Restructuring Term Sheet;

(i) timely pay the Outstanding Advisor Invoices consistent with, and when due under, the written arrangements the Company has with each advisor or as otherwise agreed between the Parties; provided that any and all unpaid amounts under any Outstanding Advisor Invoices shall be paid in full on or before the Closing Date;

(j) pursue and take all commercially reasonable steps necessary to, as soon as reasonably practicable, obtain the English Scheme Sanction Order; Orders from the Brazilian Bankruptcy Court in respect of the Restructuring, including the Brazilian RJ Plan Confirmation Order (including, if necessary, pursuant to Articles 45, 56-A or 58 of Brazilian Bankruptcy Law); the English Scheme Recognition Order; the English Scheme Enforcement Order; the Brazilian RJ Recognition Order; and the Brazilian RJ Enforcement Order, in each case, including by actively opposing, objecting, prosecuting, defending or appealing, to the extent reasonably necessary to facilitate implementation or consummation of the Restructuring, any challenges, objections, limitations or negative rulings related to any of the foregoing Orders, or any other Orders from the English Court, the Brazilian Bankruptcy Court or the U.S. Bankruptcy Court;

(k) provide such assistance and/or information as may reasonably be required by the Consenting Noteholders, in each case subject to any applicable confidentiality agreements, in order to

implement the Restructuring in accordance with the terms of this Agreement and as contemplated by the Restructuring Term Sheet;

(l) make commercially reasonable efforts to maintain its good standing under the laws of Brazil;

(m) provide the Noteholder Ad Hoc Group Advisors with draft copies of any material documents that the Company intends to file with respect to any Restructuring Document with the English Court, the Brazilian Bankruptcy Court or the U.S. Bankruptcy Court as soon as reasonably practicable before filing and no later than forty-eight (48) hours prior to filing, except with respect to emergency filings, for which notice shall be provided as soon as reasonably practicable before filing;

(n) attend a bi-weekly call to provide information and updates to, and engage in discussions with, the Noteholder Ad Hoc Group Advisors and, subject to the execution of a customary confidentiality agreement, in the case of material non-public information, the Consenting Noteholders regarding: (i) the status and progress of the implementation of any aspect of the Restructuring and negotiation of the Restructuring Documents; (ii) the status of, and any material developments or proceedings regarding any matter or circumstance that constitutes or could reasonably be expected to constitute a material impediment to the implementation or consummation of the Restructuring; and (iii) the status of obtaining any necessary authorizations (including any consents) from any stakeholders, any competent judicial body, governmental authority, banking, taxation, supervisory, or regulatory body, or any stock exchange in connection with the implementation of any aspect of the Restructuring. Unless the Company and their respective advisors notify the Noteholder Ad Hoc Group Advisors in advance, confidential information and/or materials to be received in connection with such updates shall be provided on an advisors-eyes-only basis;

(o) inform the Noteholder Ad Hoc Group Advisors as soon as reasonably practicable after becoming aware of: (i) any event or circumstance that has occurred, or that is reasonably likely to occur (and if it did so occur), that would permit any Party to terminate, or could reasonably be expected to result in the termination of, this Agreement; (ii) any matter or circumstance that constitutes or could reasonably be expected to constitute a material impediment to the implementation or consummation of the Restructuring; (iii) any notice of any commencement of any involuntary insolvency proceedings or legal suit for payment of debt or securement of security from or by any Person in respect of any Company Party; (iv) any breach of this Agreement; and (v) any representation or statement made or deemed to be made by the Company Parties under this Agreement that is or proves to have been incorrect or misleading in any material respect when made or deemed to be made;

(p) subject to Section 5.02(d) hereof, provide the Noteholder Ad Hoc Group Advisors (subject to mutually agreed terms of confidentiality) with (as applicable) a copy of, and/or all relevant details regarding, any inquiries, proposals or offers with respect to an Alternative Restructuring Plan proposal within three (3) Business Days of receiving such inquiry, proposal, or offer; or

(q) to the extent the English Scheme is not finally approved by the requisite majority of English Scheme Creditors at the English Scheme Meeting (provided that the English Scheme Meeting may be postponed or adjourned to a subsequent date in order to obtain requisite approval) or is not sanctioned by the English Court and the Company has exhausted all avenues of appeal, for any reason, negotiate in good faith with the Noteholder Ad Hoc Group Advisors alternative mechanisms to issue and deliver the New Securities contemplated in the Restructuring Term Sheet, and implement such mechanism as promptly as practicable; *provided, however*, that the treatment of the Consenting Noteholders under any such alternative mechanism shall be, in all material respects, consistent with the treatment the Consenting Noteholders would have received pursuant to the Restructuring Term Sheet had the English Scheme been approved.

5.02 Negative Commitments. During the Agreement Effective Period, each of the Company Parties shall not:

(a) take any action that is inconsistent with, or is intended to delay, frustrate or impede approval, implementation and consummation of the Restructuring described in (and to be implemented in accordance with the terms of) this Agreement and as contemplated by the Restructuring Term Sheet;

(b) object to or otherwise delay, interfere with, impede or otherwise prevent the consummation of the Consent Solicitation, including the issuance of the Supplemental Indenture;

(c) object to or otherwise commence any proceeding in any court of competent jurisdiction opposing any of the terms of this Agreement or commence any proceeding or prosecute, join in or otherwise support any action to oppose, object to or delay entry of the English Scheme Sanction Order, the Brazilian RJ Plan Confirmation Order, the Brazilian RJ Recognition Order, the Brazilian RJ Enforcement Order, English Scheme Recognition Order, or the English Scheme Enforcement Order;

(d) file any motion, pleading or Restructuring Document (including any modifications or amendments thereof) with the English Court, the Brazilian Bankruptcy Court, the U.S. Bankruptcy Court or any other court that, to the extent applicable, in whole or in part, is inconsistent with this Agreement;

(e) initiate any Prohibited Insolvency Filing;

(f) object in any manner before the relevant court to the right of a Consenting Noteholder to unilaterally restore any appeals, requests to clarify or other challenges permitted to be made pursuant to Section 4.01(g) in the event this Agreement has terminated with respect to such Consenting Noteholder;

(g) knowingly solicit, encourage or direct any Person to undertake any action materially inconsistent with or prohibited by this Agreement; or

(h) subject to Section 5.03 below, without the prior written consent of the Majority Consenting Noteholders, solicit or respond to any inquiries, proposals or offers by, or initiate contact with, respond to, or negotiate with, any party with respect to an Alternative Restructuring Plan, provided that nothing in this paragraph (h) shall prevent the Company Parties, their subsidiaries or any of their respective officers, directors, agents or representatives from initiating contact with, responding to, or negotiating with, any party for the sole purpose of soliciting support for the Brazilian RJ Plan or English Scheme.

5.03 Additional Provisions. Nothing in this Agreement shall:

(a) prevent any Company Party or any of its respective officers, directors, agents, or representatives from initiating contact with, or negotiating with, any party for the purpose of soliciting support for the Restructuring; or

(b) (i) be construed to prohibit any Company Party from contesting whether any matter, fact or thing is a breach of, or is inconsistent with, this Agreement, (ii) be construed to prohibit any Company Party from appearing as a party-in-interest in any matter to be adjudicated in the English Scheme, the Brazilian RJ Proceeding or the U.S. Recognition Cases, so long as such appearance and the positions advocated in connection therewith are consistent with this Agreement and are not for the purpose of delaying, interfering with or impeding or taking any other action to delay, interfere with or impede, directly or indirectly, the Restructuring, (iii) require any Company Party or the board of directors, board of managers, or similar governing body of any Company Party, after consulting with the Company Advisors, to take any action or to refrain from taking any action with respect to the Restructuring to the extent taking or failing to take such action would not be permitted under applicable law, (iv) affect the ability of any Company Party to consult with any Consenting Noteholder, (v) impair or waive the rights of any Company

Party to assert or raise any objection permitted under this Agreement in furtherance of the Restructuring, (vi) prevent any Company Party from enforcing this Agreement against any Party, (vii) require any Company Party to incur any material financial or other material liability other than as necessary to comply with its obligations under this Agreement or (viii) prohibit any Company Party from taking any action that is consistent with this Agreement.

Section 6. Acquisition of Additional Eligible Debt; Additional Parties; Transfers

6.01 During the period commencing on the Agreement Effective Date and until this Agreement is terminated in accordance with Section 10 hereof, no Consenting Noteholder shall Transfer any ownership in any Company Claims to any affiliated or unaffiliated party, including any party in which it may hold a direct or indirect beneficial interest, unless either (a) the transferee executes and delivers to the Information Agent and the Company Advisors, at or before the time of the proposed Transfer, a Transfer Agreement in the form attached hereto as **Exhibit C** or (b) the transferee is a Consenting Noteholder and the transferee provides notice of such Transfer (including the amount of Company Claims transferred) to the Information Agent and the Company at or before the time of the proposed Transfer (such transferee specified in the foregoing clauses (a) and (b), a “**Permitted Transferee**”); *provided* that the Permitted Transferee is (x) qualified institutional buyer as defined in rule 144A of the Securities Act, (y) a non-U.S. person in an offshore transaction as defined under Regulation S under the Securities Act or (z) an institutional accredited investor (as defined in rules 501(a)(1), (2), (3) and (7) of the Securities Act); *provided, further*, that such Permitted Transferee shall be deemed a Consenting Noteholder upon execution of the Transfer Agreement. The Information Agent shall be responsible for calculating the position of the Permitted Transferee with respect to the Restructuring and the 2026 Notes Units (based on information provided to it by the Permitted Transferee, the Transferor (as defined below), or the Company Parties, as applicable).

6.02 This Agreement shall in no way be construed to preclude the Consenting Noteholders from acquiring additional Company Claims (or to exercise any right inherent to such additional Company Claims, including the right to vote in any English Scheme Meeting); *provided, however*, that, except as provided in Section 6.04, any additional Company Claims so acquired shall automatically be deemed to be subject to the terms of this Agreement, and such Consenting Noteholder shall notify the Company Advisors in writing of the relevant details regarding such Company Claims promptly and no later than 2 (two) Business Days of such Transfer becoming effective. The Information Agent shall be responsible for calculating the positions and exposure of such acquiring Consenting Noteholder (based on information provided to it by the acquiring Consenting Noteholder, the Trustee or the Company) and the percentages of English Scheme Claims, and based on the USD/EUR/GBP equivalent of such claims, for purposes of the Consent Solicitation and/or participation in the English Scheme.

6.03 This Section 6 shall not impose any obligation on the Company to issue any “cleansing letter” or otherwise publicly disclose information for the purpose of enabling a Consenting Noteholder to Transfer any of its Company Claims. Notwithstanding anything to the contrary herein, the terms of any Confidentiality Agreement, including any obligation to issue any cleansing materials or otherwise publicly disclose information, shall continue to apply and remain in full force and effect according to the terms of such Confidentiality Agreement, and this Agreement does not supersede any rights or obligations otherwise arising under such Confidentiality Agreement.

6.04 Notwithstanding anything in this Section 6 to the contrary, a Consenting Noteholder may Transfer its Company Claims to an entity acting in its capacity as a Qualified Market Maker without the requirement that such Qualified Market Maker be or become a Consenting Noteholder so long as (i) such Qualified Market Maker executes and delivers to the Information Agent and the Company the Qualified Market Maker Joinder Agreement attached hereto as **Exhibit D** reflecting its agreement to this Section 6.04, (ii) such Qualified Market Maker subsequently Transfers such Company Claims (by purchase, sale, assignment, participation, or otherwise) within ten (10) business days of its acquisition to a Permitted

Transferee; provided, however, that if such Qualified Market Maker holds such Company Claims at a time where affirmative action by a Consenting Noteholder is required, the Qualified Market Maker shall be required to vote or otherwise take actions consistent with this Agreement while it still holds such Company Claims. For the avoidance of any doubt, to the extent Section 6.01 is applicable to such Transfer, the transferor (“**Transferor**”) and the ultimate Permitted Transferee must comply with Section 6.01, as applicable.

6.05 Upon compliance with the requirements of this Section 6, the Transferor shall be deemed to relinquish its rights (and be released from its obligations on and from the date of the Transfer) under this Agreement to the extent of the rights and obligations in respect of such transferred Company Claims. Any Transfer in violation of this Section 6 shall be void *ab initio*. A Consenting Noteholder that makes a Transfer pursuant to this Section 6 shall provide notice of such Transfer to the Information Agent and to the Company Parties before the time of such Transfer or as soon as reasonably practicable thereafter, and in no event later than forty-eight (48) hours after consummation of the Transfer; *provided that* such notice will be binding on the Transferor and the Permitted Transferee and may be relied upon by the Company Parties. The Information Agent shall be responsible for calculating the position of such transferring Consenting Noteholder in respect of the Restructuring based on the information provided.

6.06 Notwithstanding anything to the contrary herein, to the extent the Transferor remains the holder of record of the English Scheme Claims as of the English Scheme Voting Record Time and/or the English Scheme Meeting or at a time where affirmative action is required of the Consenting Noteholders, the Transferor shall be required to vote to accept the Consent Solicitation and English Scheme, as applicable, or otherwise take actions consistent with this Agreement while it still holds or otherwise controls the English Scheme Claims.

Section 7. Representations and Warranties of Consenting Noteholders.

7.01 Each Consenting Noteholder severally, and not jointly, represents and warrants that, as of the Agreement Effective Date (or as of the relevant Joinder Agreement or Transfer Agreement) and the date on which any consent is required to be given in connection with the adoption of the Supplemental Indenture or approval of the English Scheme:

(a) it is the beneficial or record owner (or the nominee, investment manager, or advisor for beneficial owners) of the face amount of the English Scheme Claims reflected in such Consenting Noteholder’s Confidential Annexure to its signature page to this Agreement, Joinder Agreement, or Transfer Agreement, as applicable and, except as otherwise set forth in its signature page, having made reasonable inquiry, is not the beneficial or record owner of any English Scheme Claims other than those reflected therein; *provided, however*, this Section 7.01(a) shall be subject to the terms of Section 6.06 of this Agreement;

(b) it has the full power and authority to act with respect to, vote and consent to matters concerning its respective Company Claims, including (without limitation) the Consent Solicitation and the English Scheme in accordance with the terms of this Agreement;

(c) to the best of each Consenting Noteholder’s knowledge, such Consenting Noteholder’s English Scheme Claims are free and clear of any pledge, Lien, claim, equity, option, proxy, voting restriction, right of first refusal or other limitation on disposition, Transfer or encumbrances of any kind that would materially and adversely affect such Consenting Noteholder’s ability to perform any of its obligations under this Agreement at the time such obligations are required to be performed; and

(d) to the best of each Consenting Noteholder’s knowledge, no representation or warranty or other statement or disclosure made by it in this Agreement contains any untrue statement of material fact or omits a material fact.

7.02 Execution by Consenting Noteholders.

(a) Where a Consenting Noteholder enters into or accedes to this Agreement through an identified business unit in respect of Company Claims beneficially owned in such capacity (as specified in the signature page to this Agreement or its Joinder Agreement or Transfer Agreement), the terms of this Agreement shall apply only to that identified business unit and not to any other business unit within that legal entity which has not signed or acceded to this Agreement (in accordance with the terms of this Agreement) separately in respect of any Claims or other instrument which it beneficially owns and, therefore, that Consenting Noteholder shall not be required to procure compliance with this Agreement on behalf of such other business unit within that legal entity.

(b) Where a Consenting Noteholder enters into or accedes to this Agreement in its capacity as investment manager or investment advisor (as applicable) on behalf of funds or accounts it manages or advises:

(i) if specific fund(s) or separate account(s) are specified in such Consenting Noteholder's signature page (each, a "**Specified Fund**" or "**Separate Account**"), this Agreement shall apply to that investment manager or investment advisor (as applicable) only with respect to the Specified Fund or Separate Account and only with respect to the Company Claims over which such Specified Fund or Separate Account have investment authority and discretion, and will not apply to any other fund or account managed or advised by that investment manager or investment advisor (as applicable) or to its or their Affiliates and any funds or accounts managed or advised by its or their Affiliates or to any Company Claims other than those indicated on each Consenting Noteholder's signature page as being subject to and bound by this Agreement; and

(ii) references in this Agreement to Claims beneficially owned by a Consenting Noteholder shall mean Claims that are (A) beneficially owned by a holder of the Claims that is managed or advised by the Consenting Noteholder, and/or (B) subject to the discretionary management and control of the Consenting Noteholder.

(c) If any investment manager or investment advisor (as applicable) enters into or accedes to this Agreement on behalf of funds or accounts it manages or advises, each other Party acknowledges that the relevant investment manager or investment advisor (as applicable):

(i) does not execute this Agreement in any personal capacity.

(ii) executes this Agreement pursuant to, and to the extent of, its authority to act in such capacity;

(iii) does not make any representations, warranties or undertakings of any kind in any personal capacity to any Party and any obligation, liability or responsibility of a Consenting Noteholder hereunder shall be without recourse, including by set-off or otherwise, to any personally or beneficially owned assets of the respective investment manager or investment advisor (as applicable) and such investment manager or investment advisor (as applicable) shall have no personal liability whatsoever to any Party, under or in connection with this Agreement, and no Party will have any recourse to it in any personal capacity in any way whatsoever; and

(iv) in the event a Consenting Noteholder is structured as an umbrella collective investment scheme with segregated liability between sub-funds, and notwithstanding any provision of this Agreement to the contrary, another Party shall not seek, whether in any proceedings or by any other means whatsoever or wheresoever to have recourse to any assets of any other sub-fund of such Consenting Noteholder, nor to the assets of any other Consenting Noteholder, in the discharge in all or any part of the liability which was not incurred, directly or indirectly, on behalf of such Consenting Noteholder.

Section 8. Representations and Warranties of the Company Parties.

Each Company Party represents and warrants that, as of the Agreement Effective Date and the Closing Date:

(a) The Restructuring Term Sheet describes the Company Parties' outstanding prepetition debt being restructured under the Brazilian RJ Plan;

(b) to the best of its knowledge, no order has been made, petition presented or resolution passed for the winding up of or appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any the Company Parties (or, with respect to any Affiliate, only to the extent a filing by any such Affiliate has, or could reasonably be expected to have, a material adverse effect on the content, timing or implementation of this Agreement, the Restructuring Documents or the Restructuring); *provided, however*, that this Section 8(b) does not apply to the commencement of any Brazilian RJ Proceeding or English Scheme or any other process in each case necessary to implement the Restructuring;

(c) except as otherwise disclosed to the Noteholder Ad Hoc Group Advisors and as far as each of the Company Parties is aware, no litigation, arbitration nor administrative proceedings of or before any court, arbitral body or agency has been commenced against the Company Parties which may reasonably be expected to restrain its entry into, or the performance of its obligations under this Agreement, or which, if adversely determined, would reasonably be expected to have a material adverse effect on the content, timing or implementation of this Agreement, the Restructuring Documents or the Restructuring;

(d) it does not have any limitation or restriction (whether imposed by law, rule, regulation, court order or otherwise or as may have been agreed to pursuant to a consent decree, settlement or the like) upon the ability to operate its business in the ordinary course;

(e) to the best of each of the Company Parties' knowledge, no representation or warranty or other statement or disclosure made by any of the Company Parties in this Agreement or otherwise in connection with the Restructuring contains any untrue statement of material fact or omits a material fact; and

(f) each of the Company Parties' entry into this Agreement is consistent with each of the Company Parties' fiduciary duties.

Section 9. Mutual Representations, Warranties and Covenants.

Each Party represents, warrants and covenants to each other Party, as of the Agreement Effective Date, Joinder Agreement or Transfer Agreement (as applicable), the Agreement Effective Date and the Closing Date:

(a) it is validly existing and in good standing under the laws of the state of its organization, and this Agreement is a legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by applicable laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability;

(b) it has all requisite power and authority to execute, deliver, and perform, and has taken all necessary action to authorize the entry into, performance and execution of, its obligations under this Agreement;

(c) except as expressly provided in this Agreement, Brazilian Bankruptcy Law, English Companies Act or the Bankruptcy Code or as expressly contemplated by the Restructuring

Documents, no further consent or approval is required by any other Person or Entity in order for it to effectuate the Restructuring contemplated by, and perform its respective obligations under, this Agreement;

(d) the entry into and performance by it of the Restructuring contemplated by this Agreement does not, and will not, conflict in any material respect with any law or regulation applicable to it or with any of its articles of association, memorandum of association or other constitutional documents;

(e) it is not party to any restructuring, Alternative Restructuring Plan or similar agreement or arrangement with the other Parties to this Agreement in relation to the Company Parties that has not been disclosed to all Parties;

(f) it has been represented by legal counsel of its choosing in connection with this Agreement and the transactions contemplated by this Agreement, has had the opportunity to review this Agreement with its legal counsel and has not relied on any statements made by any other Party or any other Party's legal counsel as to the meaning of any term and condition contained herein; and

(g) the conditions set forth in this Agreement represent the full set of conditions precedent to the effectiveness of this Agreement.

Section 10. Termination Events.

10.01 Consenting Noteholders Termination Events. This Agreement may be terminated by the Majority Consenting Noteholders by the delivery to the Company of a written notice in accordance with Section 13.09 hereof upon the occurrence and continuation of any of the following events:

(a) the Brazilian RJ Plan or the terms of the Restructuring is modified or amended, in whole or in part, other than in accordance with this Agreement;

(b) the Brazilian RJ Plan Confirmation is repealed, stayed, amended or modified, and in the case of an amendment or modification, such amendment or modification adversely affects the legal rights, remedies or expected benefits of the Consenting Noteholders from the Restructuring and such repeal, stay, amendment, or modification is not stayed, rescinded or otherwise mooted within forty-five (45) days;

(c) the English Scheme is (other than as result of a breach by the Consenting Noteholders of their obligations under this Agreement) not finally approved by the requisite majority of English Scheme Creditors at the English Scheme Meeting (provided that the English Scheme Meeting may be postponed or adjourned to a subsequent date in order to obtain requisite approval) or is not sanctioned by the English Court and the Company has exhausted all avenues of appeal;

(d) the economic substance or the legal rights, remedies or benefits of the Restructuring are adversely affected by the action or omission of any of the Company Parties in a manner that is inconsistent, in any material respect, with this Agreement and the Restructuring Term Sheet; *provided, however*, for the avoidance of doubt, that any alternative mechanism for receiving the New Securities contemplated in the Restructuring Term Sheet and in accordance therewith and with this Agreement, shall not constitute a Termination Event under this Agreement;

(e) any of the Company Parties (i) announces its intention not to support the Restructuring or otherwise supports any plan(s) of reorganization or liquidation other than the Brazilian RJ Plan, (ii) terminates this Agreement, (iii) solicits or responds to any inquiries, proposals or offers by, or initiates contact with, responds to, or negotiates with, any party with respect to an Alternative Restructuring Plan; *provided, however*, for the avoidance of doubt, any of the Company Parties' rejection of any such inquiry, proposal or offer shall not be deemed a response for purposes of this provision), or (iv) fails to abide by its obligations in Section 5, as applicable, including with respect to notifying the other Parties of any Alternative Restructuring Plan;

(f) there shall have occurred any other event or circumstance, which, in any case, has or could reasonably be expected to have a material adverse impact on the ability of the Company Parties to satisfy their obligations under this Agreement;

(g) any Company Party shall have materially breached its obligations under this Agreement or any of the Restructuring Documents or with respect to the Outstanding Advisor Invoices, including during the period between the date hereof and the occurrence of the Closing Date;

(h) the breach by any of the Company Parties of any of the commitments, representations, warranties or covenants of the Company Parties set forth in this Agreement that (1) has, or could reasonably be expected to have, an adverse effect, in any material respect, on the consummation of the Restructuring and (2) remains uncured for a period of ten (10) Business Days after delivery of written notice to the Company Parties in accordance with Section 13.09 hereof detailing any such breach;

(i) the material breach by any of the Company Parties of their representation and warranty set forth in Section 8(e);

(j) except as permitted by Sections 5.03, any of the Company Parties announce in writing its intention not to support the Restructuring or enters into any Alternative Restructuring Plan;

(k) the occurrence or taking of any corporate action (including any board resolution) by any of the Company Parties to initiate a Prohibited Insolvency Filing;

(l) the issuance by any Governmental Authority, any regulatory authority, any other court of competent jurisdiction, or any private arbitral tribunal of any Order that is not stayed or reversed within sixty (60) Business Days (1) denying approval of any material term or condition of this Agreement, the Restructuring Documents or the Restructuring, (2) enjoining the substantial consummation of the Restructuring or altering in any material respect the material terms or conditions or implementation of this Agreement or the Restructuring Documents, (3) making illegal or otherwise restricting, preventing, or prohibiting the Restructuring or (4) otherwise substantially impeding or rendering impossible or impracticable the substantial consummation of the Restructuring;

(m) the issuance by any Governmental Authority (including any regulatory authority or any court of competent jurisdiction) of any injunction, judgment, decree, charge, ruling or order that, in each case, would have an adverse effect on a material provision of this Agreement or a material portion of the Restructuring or a material adverse effect on the Company Parties' businesses, or makes illegal or otherwise restricts, prevents, or prohibits the Restructuring, or substantially impedes or renders impossible or impracticable the substantial consummation of the Restructuring, unless the Company Parties have sought a stay such injunction, judgment, decree, ruling or order within five (5) Business Days after the date of such issuance, and such injunction, judgment, decree, charge, ruling, or order is reversed or vacated within is not stayed, rescinded or otherwise mooted within sixty (60) calendar days of such issuance;

(n) the English Court or the U.S. Bankruptcy Court or any court with requisite jurisdiction grants relief that is (A) materially inconsistent with this Brazilian RJ Plan, this Agreement, or the Restructuring, or (B) materially and adversely affects the rights of the Consenting Noteholders under this Agreement, without the consent of the Majority Consenting Noteholders, or any of the Company Parties requests or encourages any of the foregoing, and the Company Parties have not obtained an order amending or modifying the relief in form and substance reasonably acceptable to the Majority Consenting Noteholders, within sixty (60) calendar days following entry of an order granting such relief;

(o) an Order from a Governmental Authority of competent jurisdictions is issued that renders the Concession Renewal impossible or reasonably likely incapable of occurring, and such Order is

not stayed, reversed, vacated, invalidated or dismissed within sixty (60) calendar days following receipt by the Company Parties of notice of such judicial decision or regulatory enforcement action;

(p) the failure to meet any of the following milestones, unless extended or waived pursuant to Section 11 hereof:

(i) the Consent Solicitation shall have been completed by no later than July 29, 2024;

(ii) the English Scheme Convening Hearing shall be commenced by no later than July 29, 2024;

(iii) the English Scheme Creditor Meeting shall be commenced by no later than September 20, 2024;

(iv) the English Scheme Sanction Order shall have been issued by the English Court by no later than September 20, 2024; and

(v) the Brazilian RJ Recognition Order and the English Scheme Recognition Order by no later than November 1, 2024.

10.02 Individual Consenting Noteholder Termination Events. Notwithstanding the foregoing, each Consenting Noteholder may terminate this Agreement, with respect to itself only, by the delivery to the Company Parties of a written notice in accordance with Section 13.09 hereof upon the occurrence or continuation of any of the following events:

(a) the Restructuring Term Sheet, Brazilian RJ Plan or English Scheme is materially modified or amended, in whole or in part, other than in accordance with this Agreement, in a manner that is adverse, in any material respect, to the economic rights or recoveries attendant to the debt instrument(s) held by such Consenting Noteholder, without prior written consent from such Consenting Noteholder;

(b) the entry of an order of a governmental body, regulatory body, stock exchange or court of competent jurisdiction with jurisdiction or authority over such Consenting Noteholder restraining or otherwise preventing such Consenting Noteholder from participating in or supporting the Restructuring; provided that such order has not been revoked, withdrawn or dismissed within sixty (60) calendar days;

(c) if such Consenting Noteholder sells, transfers, assigns or otherwise disposes of all of its Company Claims in accordance with Section 6 of this Agreement; or

(d) if the Closing Date has not occurred on or before the Outside Date.

10.03 Company Parties Termination Events. The Company Parties may terminate this Agreement by the delivery to the Consenting Noteholders of a written notice in accordance with Section 13.09, upon the occurrence and continuation of any of the following events:

(a) the breach in any material respect by one or more of the Consenting Noteholders, as applicable, of any provision set forth in this Agreement that is incurable, or if such breach is curable, that breach remains uncured for a period of thirty (30) Business Days after the receipt by the Company Parties of notice of such breach and such breach would render impossible the execution of the Supplemental Indenture; or

(b) a determination by the Company's board of directors, board of managers or such similar governing body, upon consultation with the Company Advisors, (i) that proceeding with the Restructuring as contemplated in the Brazilian RJ Plan would be inconsistent with the continued exercise of its fiduciary duties or applicable law and (ii) in the exercise of its fiduciary duties, to repudiate the

Brazilian RJ Plan or otherwise abandon or withdraw from the Brazilian RJ Proceeding in full and effectively does so; or

(c) an Order is issued that denies approval of any material term or condition of this Agreement or the Restructuring, or enjoins the substantial consummation of the Restructuring or alters in any material respect the terms or conditions or implementation of this Agreement or the Restructuring, or makes illegal or otherwise restricts, prevents, or prohibits the Restructuring, or substantially impedes or renders impossible or impracticable the substantial consummation of the Restructuring, and such Order is not stayed or reversed by the Outside Date, or rescinded or otherwise mooted within sixty (60) calendar days of its issuance; or

(d) in the event that the Consenting Noteholders, collectively, cease to hold at least 50% of the aggregate outstanding principal amount of the 2026 Notes Units as a result of a breach of Section 6 of this Agreement by any Consenting Noteholder; and such breach remains uncured for a period of thirty (30) days after the Company Parties receive notice of such breach in accordance with Section 4.01(i) of this Agreement.

10.04 Mutual Termination. This Agreement, and the obligations of the Parties, may be terminated by mutual written agreement by each of the Company Parties and the Majority Consenting Noteholders.

10.05 Automatic Termination. This Agreement shall terminate automatically, without any further required action or notice, on either of the following events: (i) the Closing Date; or (ii) the Brazilian RJ Proceeding is dismissed or converted into a bankruptcy liquidation (*falência*) by the Brazilian Bankruptcy Court pursuant to applicable provisions of the Brazilian Bankruptcy Law that remains uncured or is not stayed for a period of sixty (60) calendar days after receipt of notice.

10.06 No Termination for Party's Own Breach. Notwithstanding any other Section in this Agreement, nothing in this Agreement permits any Party to terminate this Agreement in bad faith or as a result of its own breach of this Agreement.

10.07 Effect of Termination. This Agreement shall terminate as set forth in Sections 10.01 through 10.06 above, unless the Parties entitled to terminate in respect of such termination event have waived such termination event within five (5) Business Days of the occurrence thereof. Notwithstanding anything to the contrary herein, except as set forth in this Section 10.07 and in Section 13.16, upon the occurrence of a Termination Date as to a Party, this Agreement shall be of no further force and effect as to such Party, and such Party shall be released from its commitments, undertakings, and agreements under or related to this Agreement; *provided, however*, that no such termination shall relieve any Party of its breaches or non-performance of its obligations hereunder prior to the date of such termination. Nothing in this Agreement shall be construed as prohibiting the Company Parties or any of the Consenting Noteholders from contesting whether any such termination is in accordance with the terms of this Agreement or seeking enforcement of any rights under this Agreement that arose or existed before a Termination Date. No purported termination of this Agreement shall be effective under this Section 10.07 or otherwise if the Party seeking to terminate this Agreement is in material breach of this Agreement under this Section 10.07.

Section 11. Amendments and Waivers.

11.01 This Agreement and any other Restructuring Document may not be modified, amended, or supplemented, and no condition or requirement of this Agreement may be waived, in any manner except in accordance with this Section 11.

11.02 This Agreement, the Restructuring Term Sheet, any other Restructuring Document or the terms of the Restructuring may only be modified, amended or supplemented, or a condition or requirement

of this Agreement only may only be waived, in a writing signed by each of the Company Parties and the Majority Consenting Noteholders. Notwithstanding the foregoing:

(a) any change, waiver, modification or amendment to this Agreement, the Restructuring Term Sheet any other Restructuring Documents that affects any Consenting Noteholder in a manner that is materially and disproportionately adverse to the economic rights, obligations or recoveries of such Consenting Noteholder in comparison to the manner in which any other Consenting Noteholder is treated (after taking into account each of the Consenting Noteholder's respective Claims), shall require the written consent of such Consenting Noteholder;

(b) any change, waiver, modification or amendment to (i) the definitions herein of "Consenting Noteholders" or "Majority Consenting Noteholders," or (ii) any applicable consent threshold or amendment provision hereof; or (iii) the representations and warranties of the Consenting Noteholders pursuant to Section 7.01 hereof shall, in each case, require the written consent of each affected Consenting Noteholder; and

(c) any writing under this Section 11 may take the form of an electronic mail from the Company Advisors and/or the Noteholder Ad Hoc Group Advisors.

11.03 Any proposed modification, amendment, waiver or supplement that does not comply with this Section 11 shall be ineffective and void *ab initio*.

11.04 The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of any such right, power or remedy or any provision of this Agreement, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise of such right, power or remedy or the exercise of any other right, power or remedy.

Section 12. No Solicitation.

Notwithstanding anything to the contrary, this Agreement is not and shall not be deemed to be (i) a solicitation of consents to the Brazilian RJ Plan or any U.S. Recognition Order or (ii) an offer for the issuance, purchase, sale, exchange, hypothecation, or other transfer of securities or a solicitation of an offer to purchase or otherwise acquire securities for purposes of the Securities Act, as amended, the Securities Exchange Act of 1934, as amended, and the Brazilian Capital Markets Law (Law No. 6,385, of December 7, 1976). This Agreement does not and shall not be deemed to grant any undue advantage or consideration to the Consenting Noteholders to their sole advantage or to the detriment of other creditors of the Company Parties for the purposes of sections 168 and 172 of the Brazilian Bankruptcy Law.

Section 13. Miscellaneous.

13.01 Exhibits Incorporated by Reference; Conflicts. Each of the exhibits, annexes, signatures pages and schedules attached hereto, including, without limitation, the Restructuring Term Sheet, is expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include such exhibits, annexes and schedules. In the event that any terms and conditions set forth in the Restructuring Term Sheet and/or this Agreement (without reference to the exhibits, annexes and schedules thereto) are inconsistent or are in conflict, the Restructuring Term Sheet shall govern. In the event of any such conflicts or inconsistencies as of and following the Closing Date, the operative Restructuring Documents shall govern in all respects.

13.02 Further Assurances. Subject to the other terms of this Agreement, the Parties agree to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be reasonably appropriate or necessary, or as may be required by the Consent Solicitation, any Order

of any of the English Court, the Brazilian Bankruptcy Court or U.S. Bankruptcy Court, from time to time, to effectuate the Restructuring, as applicable.

13.03 Complete Agreement. Except as otherwise explicitly provided herein, this Agreement and the Restructuring Term Sheet constitute the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, among the Parties with respect thereto, other than any Confidentiality Agreement. Furthermore, subject to the terms hereof, each Party shall (a) take any such action as may be necessary or reasonably requested by any of the other Parties to carry out the purposes and intent of this Agreement or the Restructuring, including by making and filing any required regulatory or court filings and (b) refrain from taking any action that would frustrate the purposes and intent of this Agreement or the Restructuring.

13.04 GOVERNING LAW; SUBMISSION TO JURISDICTION; SELECTION OF FORUM. THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF. Each Party consents to the exclusive jurisdiction of the state courts located in the State of New York in the County of New York and the United States District Court for the Southern District of New York in connection with any suit, action or proceedings with respect to this Agreement, and solely in connection with claims arising under this Agreement, (a) waives any objection to laying venue in any such action or proceeding in the state courts located in the State of New York in the County of New York and the United States District Court for the Southern District of New York and (b) waives any objection that any of the state courts located in the State of New York in the County of New York and the United States District Court for the Southern District of New York is an inconvenient forum or does not have jurisdiction over any Party; *provided that* each Party hereby agrees that the English Court shall have jurisdiction over all matters under the English Scheme and the Brazilian Bankruptcy Court shall have jurisdiction over all matters under Brazilian Bankruptcy Law, including (without limitation) the Brazilian RJ Plan, and that, from and after the Closing Date, all matters under the Restructuring Documents shall be subject to the jurisdiction and governing law provisions specified therein; *provided further* that nothing contained herein shall preclude the state courts located in the State of New York, the United States District Court for the Southern District of New York, or the U.S. Bankruptcy Court from exercising jurisdiction over disputes arising under or enforcement of this Agreement.

13.05 TRIAL BY JURY WAIVER. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE RESTRUCTURING CONTEMPLATED HEREBY.

13.06 Execution of Agreement. This Agreement may be executed and delivered in any number of counterparts and by way of electronic signature and delivery, each such counterpart, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same agreement. Except as expressly provided in this Agreement, each individual executing this Agreement on behalf of a Party has been duly authorized and empowered to execute and deliver this Agreement on behalf of said Party.

13.07 Rules of Construction. This Agreement is the product of negotiations among the Parties, and, in the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement, or any portion hereof, shall not be effective in regard to the interpretation hereof. The Parties were each represented by counsel during the negotiations and drafting of this Agreement and continue to be represented by counsel.

13.08 Successors and Assigns; Third Parties. This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors and permitted assigns, as applicable. There are no

third-party beneficiaries under this Agreement, and the rights or obligations of any Party under this Agreement may not be assigned, delegated or transferred to any other Person or Entity, other than as provided in Section 6 of this Agreement.

13.09 Notices. All notices hereunder shall be deemed given if in writing and upon sending, if sent by electronic mail, facsimile, courier or registered or certified mail (return receipt requested) to the notice parties listed on Schedule I to this Agreement (or at such other addresses as shall be specified by like notice). All notices shall be effective when sent in accordance with this Section 13.09. Notwithstanding anything to the contrary contained herein or under Brazilian Bankruptcy Law, the English Companies Act, the Bankruptcy Code or other applicable law, the delivery of any notice by any Party in accordance with this Agreement shall not be deemed nor considered a violation of any automatic stay or the like or any other applicable laws, statutes, regulations or Orders.

13.10 Independent Due Diligence and Decision Making. Each Consenting Noteholder hereby confirms that its decision to execute this Agreement has been based upon its independent investigation of the operations, businesses, financial and other conditions, and prospects of the Company.

13.11 Waiver. If the Restructuring is not consummated, or if this Agreement is terminated for any reason, the Parties fully reserve any and all of their rights. Pursuant to Federal Rule of Evidence 408, the Brazilian Civil Procedure Code (Law No. 13.105/15 of March 16, 2015), as amended, and any other applicable rules of evidence, this Agreement and all negotiations relating hereto shall not be admissible into evidence in any proceeding, other than a proceeding to enforce its terms, to establish the occurrence (or the non-occurrence) of a breach of this Agreement, or to seek the payment of damages or the grant of equitable relief to which a Party may be entitled under this Agreement.

13.12 Specific Performance. It is understood and agreed by the Parties that money damages would be an insufficient remedy for any breach of this Agreement by any Party, and each non-breaching Party shall be entitled to seek, at its own cost, specific performance and injunctive or other equitable relief (without the posting of any bond and without proof of actual damages) as a remedy of any such breach, including, without limitation, an order of the Brazilian Bankruptcy Court or other court of competent jurisdiction requiring any Party to comply promptly with any of its obligations hereunder; *provided that* this Section 13.12 is not intended to limit, impair or restrict in any way the rights, powers and remedies (including, without limitation, any remedies that may be available under any other agreement, including the other Restructuring Documents) available to the Parties for a breach of this Agreement or any other Restructuring Document, including, for the avoidance of doubt, a breach of any representation or warranty contained herein.

13.13 Parties' Rights and Obligations.

(a) The Company will be jointly and severally liable for obligations of SESA and Energia under this Agreement. The obligations of each SESA and Energia under this Agreement are several only (neither joint, nor joint and several).

(b) The obligations of each Consenting Noteholder under this Agreement are several only (neither joint, nor joint and several). Failure by a Party to perform its obligations under this Agreement shall not affect or prejudice the obligations of any other Party under this Agreement. No Party is responsible for the obligations of any other Party under this Agreement. The liability of the Consenting Noteholders for their obligations under this Agreement shall be several only (neither joint, nor joint and several) and extend only to any loss or damage arising out of their own breach(es) of this Agreement.

(c) The rights of each Party under or in connection with this Agreement are separate and independent rights. Each Party may separately and independently enforce its rights under this Agreement.

13.14 Severability and Construction. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if essential terms and conditions of this Agreement for each Party remain valid, binding and enforceable.

13.15 Remedies Cumulative. All (a) rights, powers and remedies provided under this Agreement (including, for the avoidance of doubt, pursuant to Section 13.12) and the Restructuring Documents or otherwise available in respect of the foregoing or the Restructuring, in each case, at law or in equity and (b) conditions precedent, and termination events included in this Agreement and the Restructuring Documents shall be cumulative and not alternative, and the exercise of any right, power or remedy thereof by any Party shall not preclude the simultaneous or later exercise of any other such right, power or remedy by such Party.

13.16 Survival.

(a) Notwithstanding any Transfer of any Company Claims in accordance with Section 6 of this Agreement, the Confidentiality Agreements shall survive such Transfer and shall continue in full force and effect for the benefit of the Parties in accordance with the terms hereof and thereof.

(b) Notwithstanding the termination of this Agreement in accordance with its terms, the agreements and obligations of the Parties in Sections 5.01(q), 10.07 and this Section 13 (and any defined terms used therein or herein) and the Confidentiality Agreements shall survive such termination and shall continue in full force and effect for the benefit of the Parties in accordance with the terms hereof and thereof.

(c) The termination of this Agreement shall not affect the obligations of the Company Parties under the Brazilian RJ Plan.

13.17 Consents and Acceptances. Where a written consent, acceptance or approval is required pursuant to or contemplated by this Agreement, including pursuant to Section 4.01, Section 11 or otherwise, such written consent, acceptance, or approval shall be deemed to have occurred if it is conveyed in writing (including via electronic mail) between the Company Advisors and the Noteholder Ad Hoc Group Advisors, without representations or warranties of any kind on behalf of such the Company Advisors or Noteholder Ad Hoc Group Advisors.

13.18 Cooperation and Support. The Parties shall cooperate with each other in good faith and shall coordinate their activities (to the extent practicable) in respect of all matters concerning the implementation and consummation of the Restructuring. Furthermore, subject to the terms of this Agreement, each Party shall execute and deliver any other agreements or instruments, seek regulatory approvals and take other similar actions as may be reasonably appropriate or necessary, from time to time, to carry out the purposes and intent of this Agreement or to implement, consummate, or effectuate the Restructuring, as applicable, and shall refrain from taking any action that would frustrate the purposes and intent of this Agreement.

13.19 Reservation of Rights. Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair or restrict the ability of each Party to protect and preserve its rights, remedies and interests, including, without limitation, its claims against any of the other Parties (or their respective Affiliates or subsidiaries), and each Party expressly reserves all of its rights and remedies under this Agreement and all rights and remedies otherwise available at law or in equity.

13.20 Public Disclosure. Under no circumstances may any Party make any public disclosure of any kind that would disclose the identity, contact details, exposure or holdings of any Consenting Noteholder (including the signature pages hereto or as detailed in any Confidential Annexure, which shall

not be publicly disclosed or filed) without the prior written consent of such Consenting Noteholder or the Order of the Brazilian Bankruptcy Court or other court with competent jurisdiction.

14.24 Company Parties' Agent. Each Company Party by its execution of this Agreement hereby irrevocably authorizes the Company to give all notices and instructions and make such agreements expressed to be capable of being given or made by the Company or that Company Party, notwithstanding that they may affect that Company Party, without further reference to or the consent of that Company Party and that Company Party shall, as regards to the other Parties, be bound thereby as though that Company Party had agreed that change, given that notice or made that agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

[Signature Pages Follow]

Execution Version
PRIVILEGED & CONFIDENTIAL

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first written above.

LIGHT S.A. – EM RECUPERAÇÃO JUDICIAL

DocuSigned by:
Alexandre Nogueira Ferreira
308FE6100A18481
Name: Alexandre Nogueira Ferreira
Title: Chief Executive Officer

DocuSigned by:
Renata Yamada Bürkle
754F0A833E254D4
Name: Renata Yamada Bürkle
Title: Director

LIGHT SERVIÇOS DE ELETRICIDADE S.A.

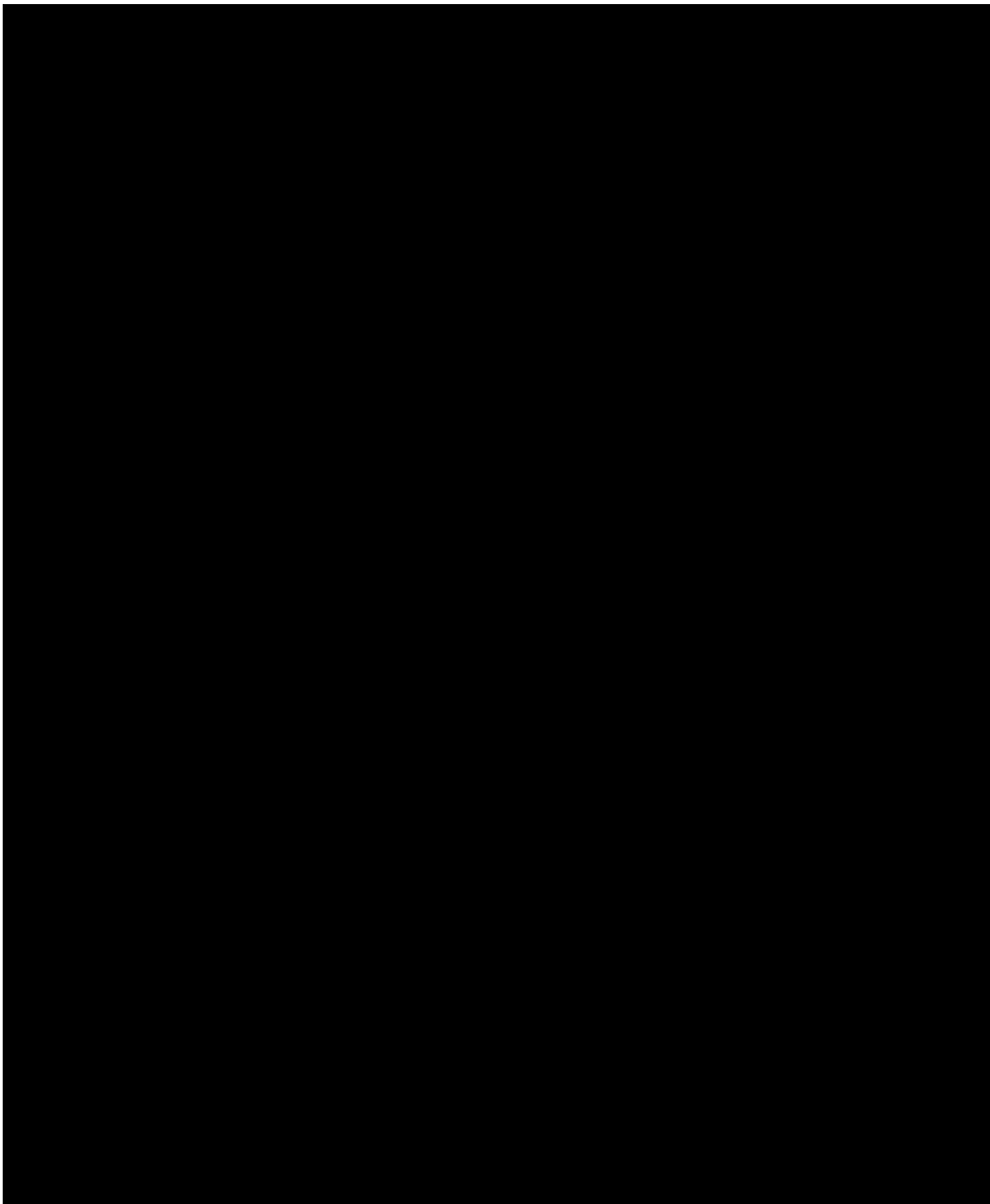
DocuSigned by:
Carlos Vinicius de Sá Roriz
40F8B04FDD904C5
Name: Carlos Vinicius de Sá Roriz
Title: Director

DocuSigned by:
Rodrigo Tostes Solon de Pontes
70B00E2440CF488
Name: Rodrigo Tostes Solon de Pontes
Title: Director

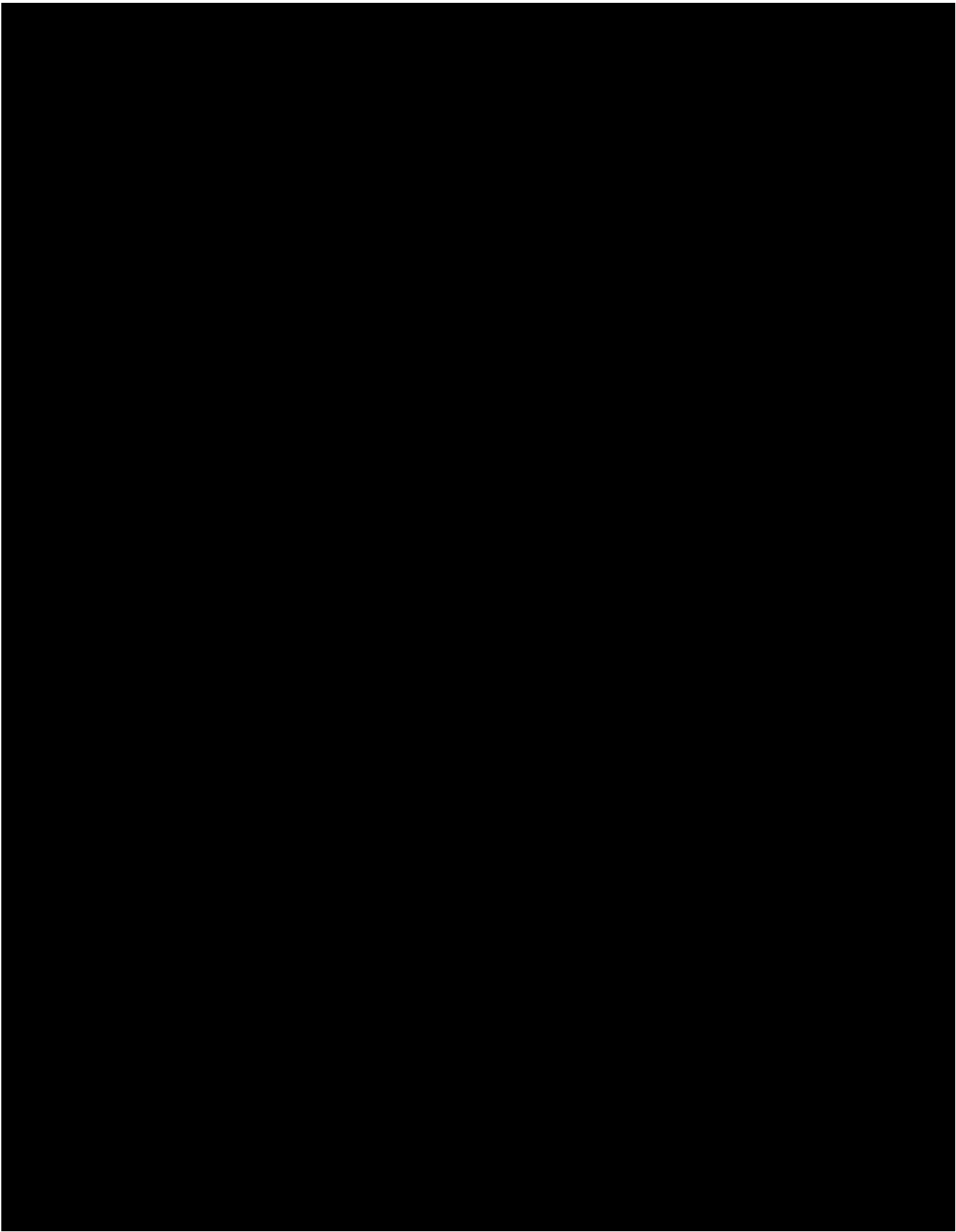
LIGHT ENERGIA S.A.

DocuSigned by:
Carlos Vinicius de Sá Roriz
40F8B04FDD904C5
Name: Carlos Vinicius de Sá Roriz
Title: Director

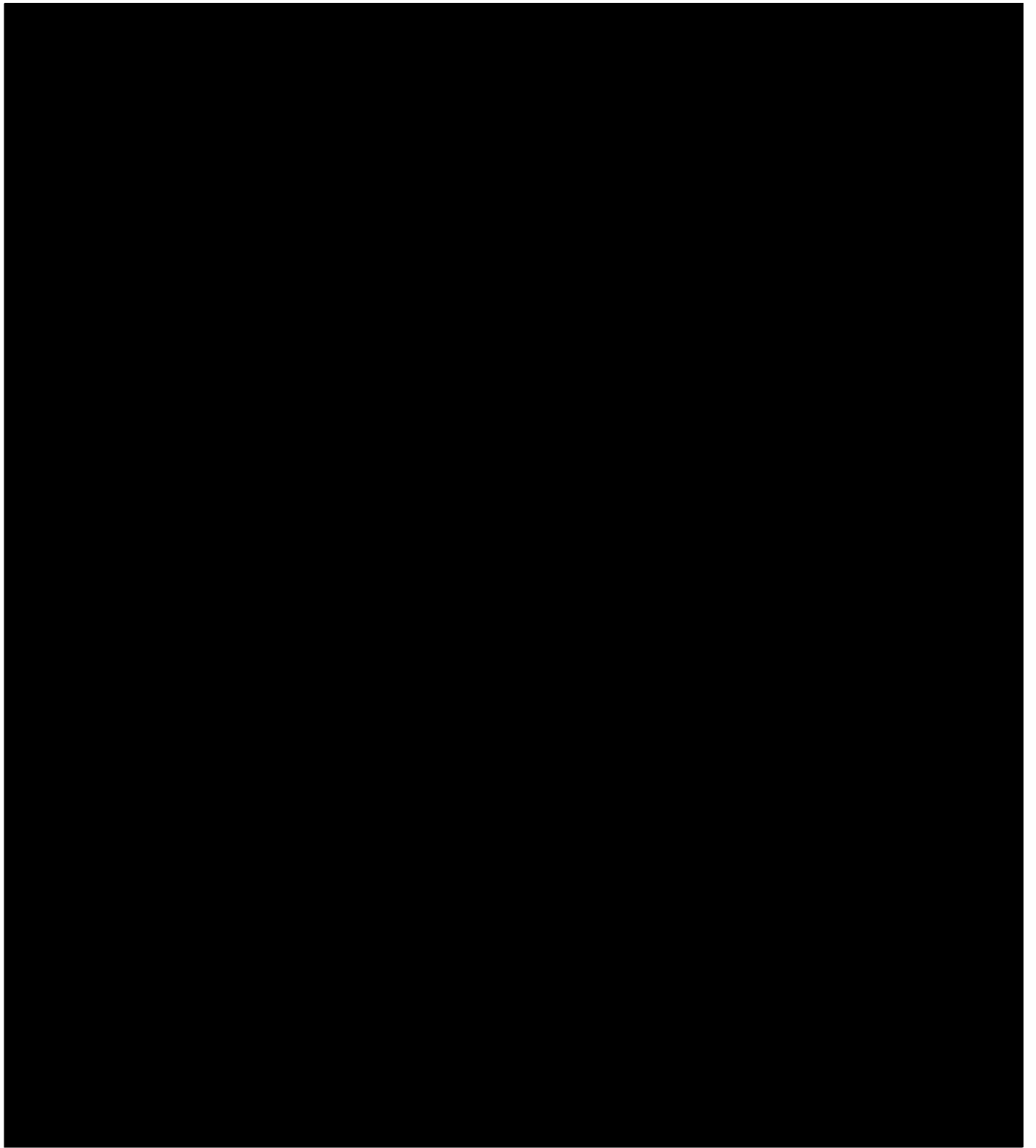
DocuSigned by:
Rodrigo Tostes Solon de Pontes
70B00E2440CF488
Name: Rodrigo Tostes Solon de Pontes
Title: Director

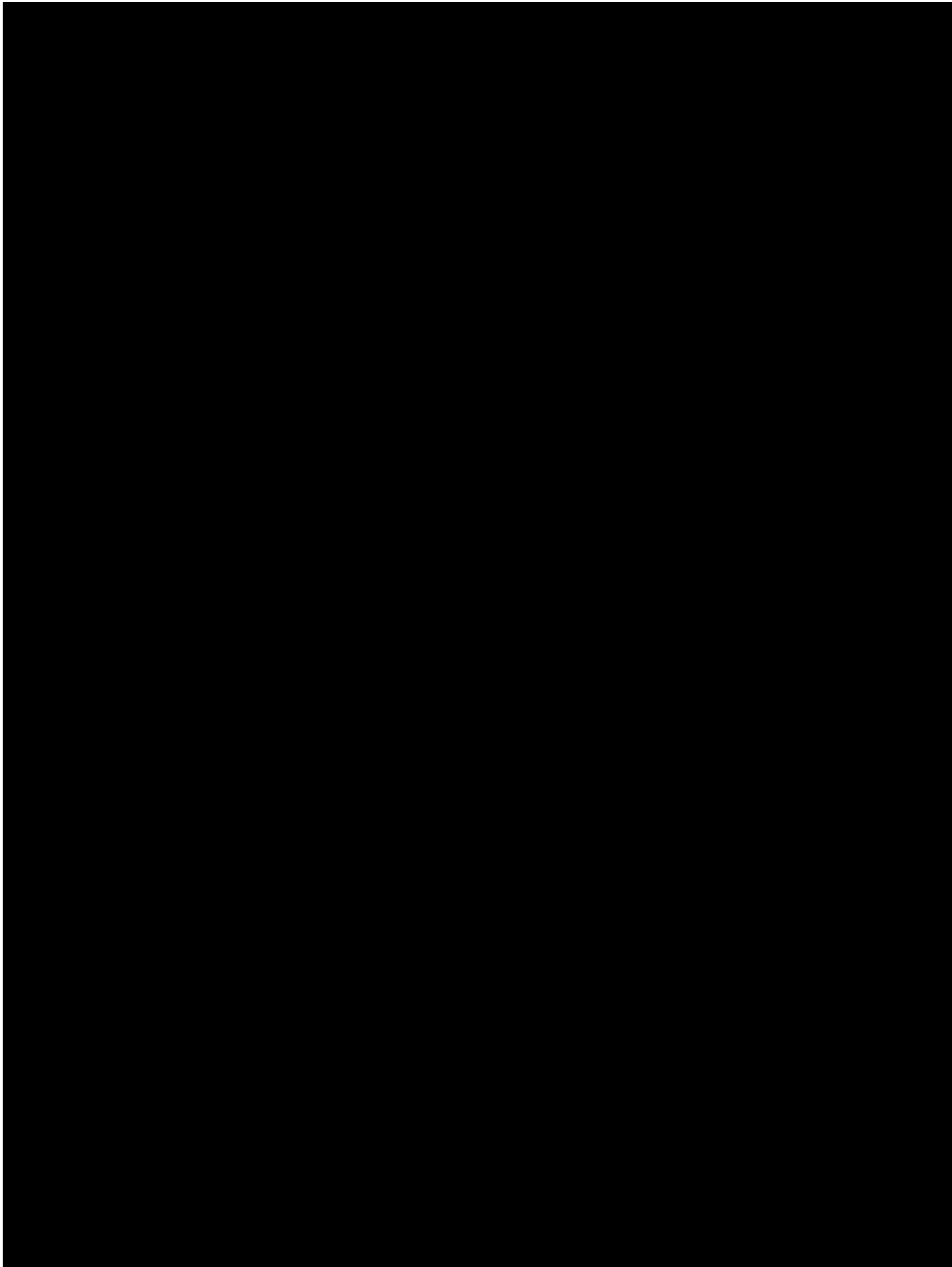


[Signature Page to the Restructuring Support Agreement]

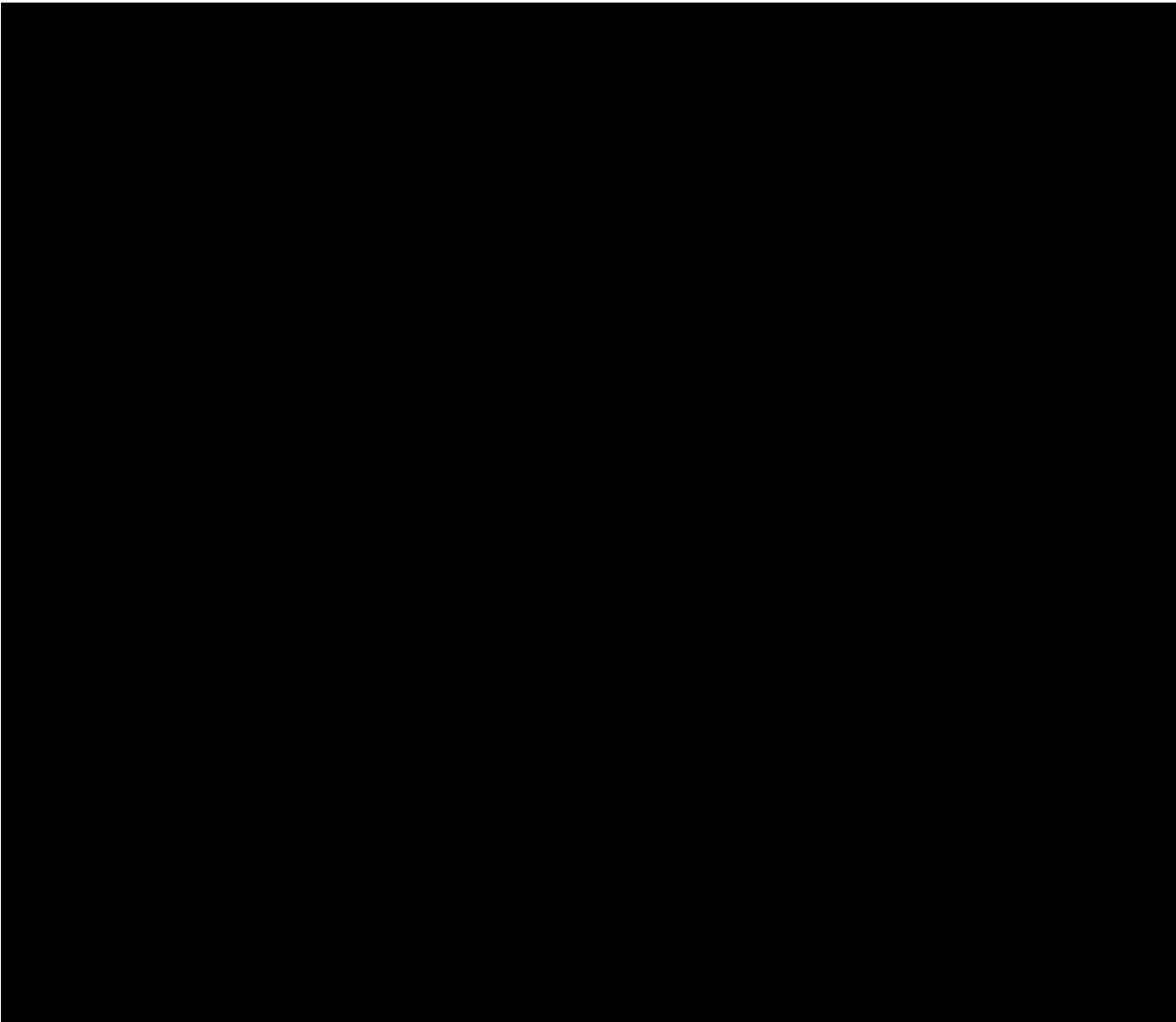


[Signature Page to the Restructuring Support Agreement]

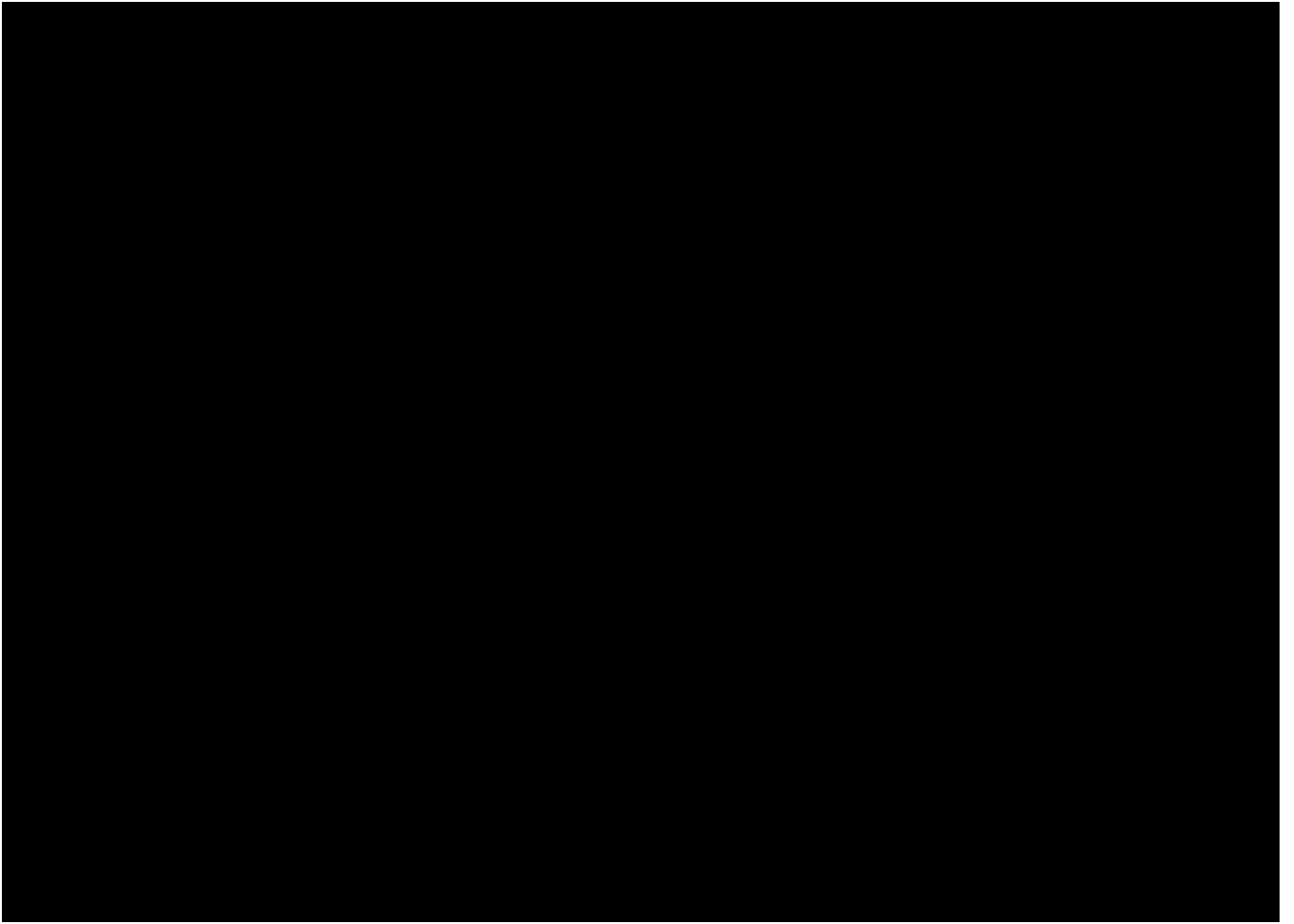




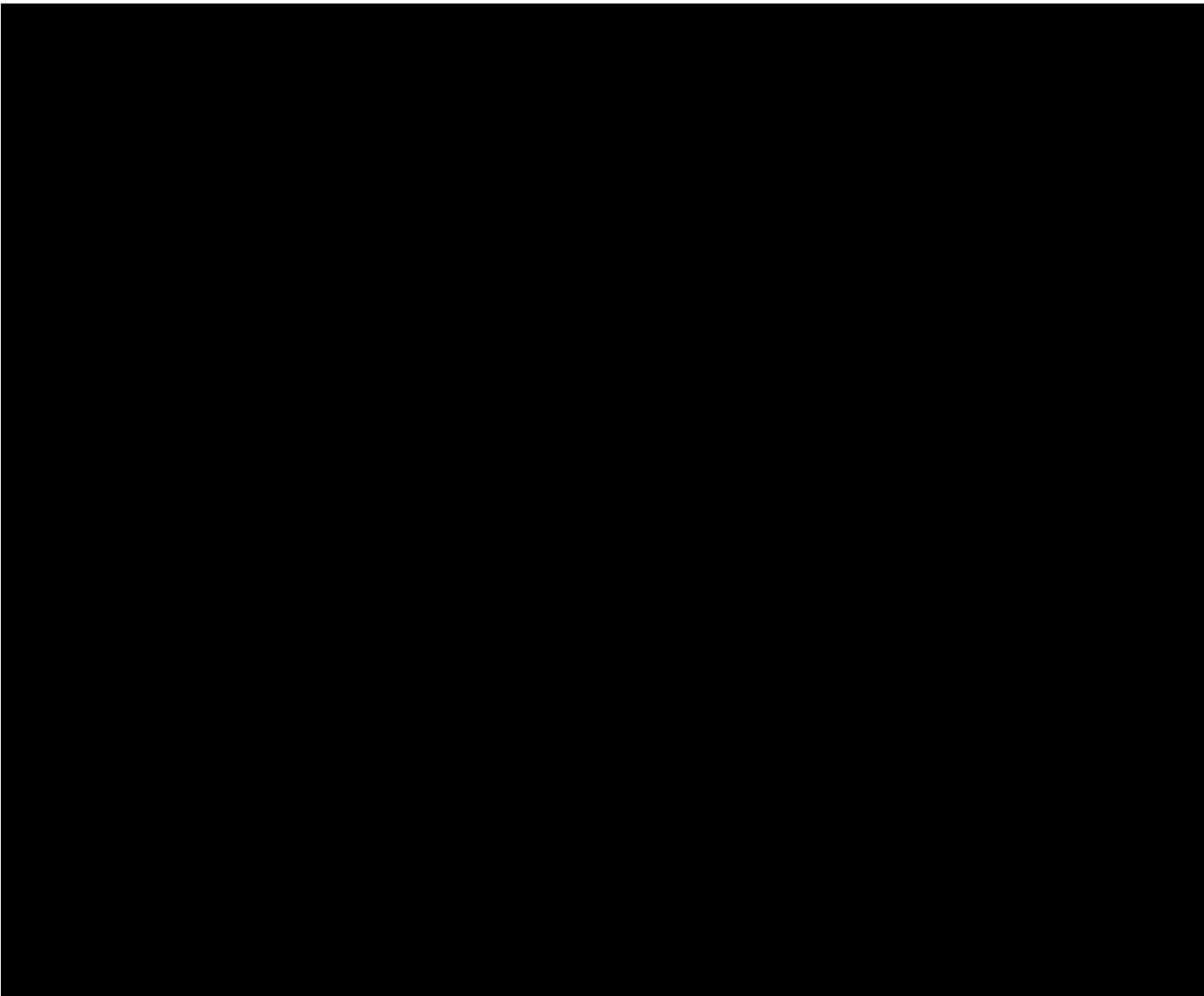
[Signature Page to the Restructuring Support Agreement]



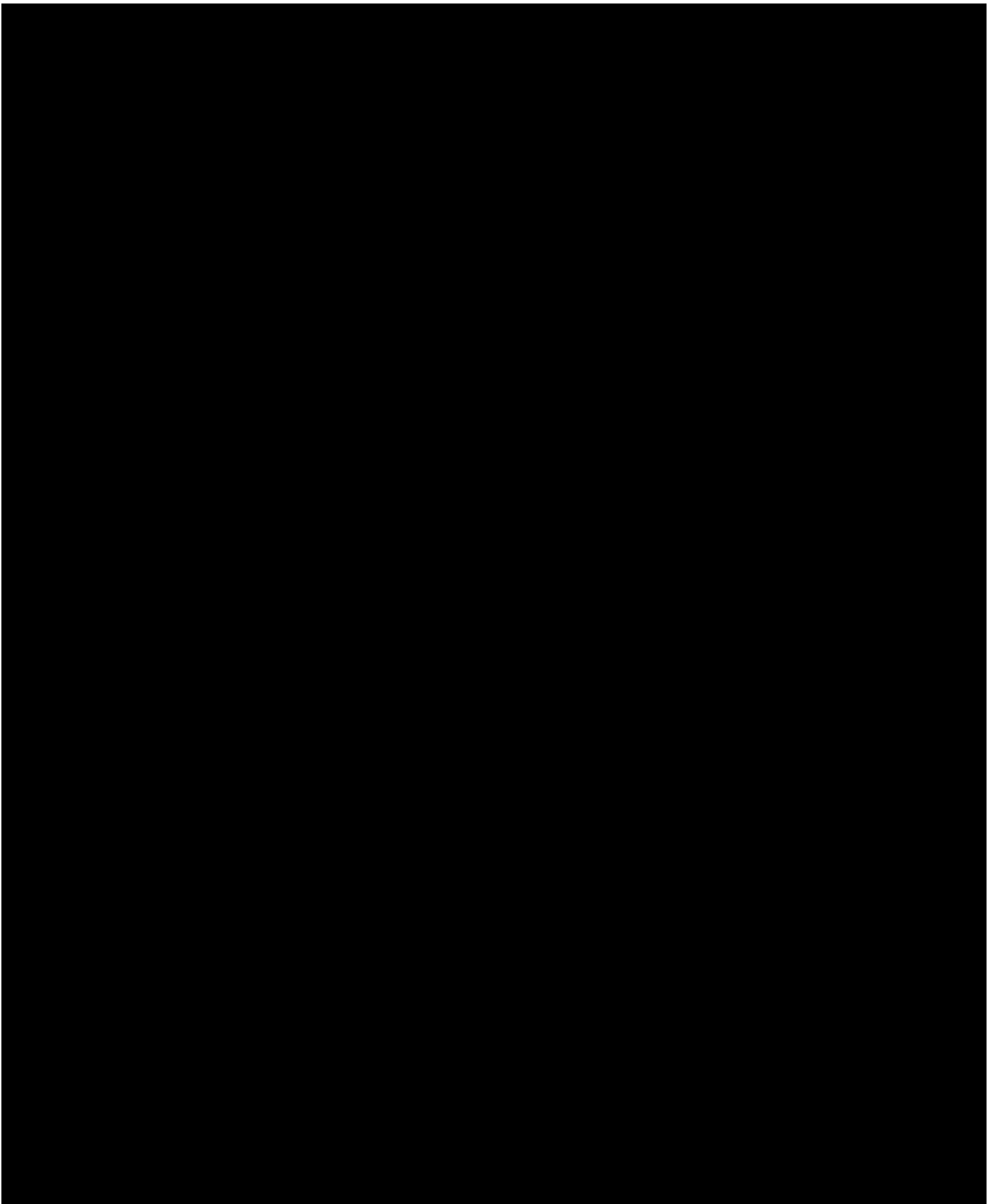
[Signature Page to the Restructuring Support Agreement]



[Signature Page to the Restructuring Support Agreement]



[Signature Page to the Restructuring Support Agreement]



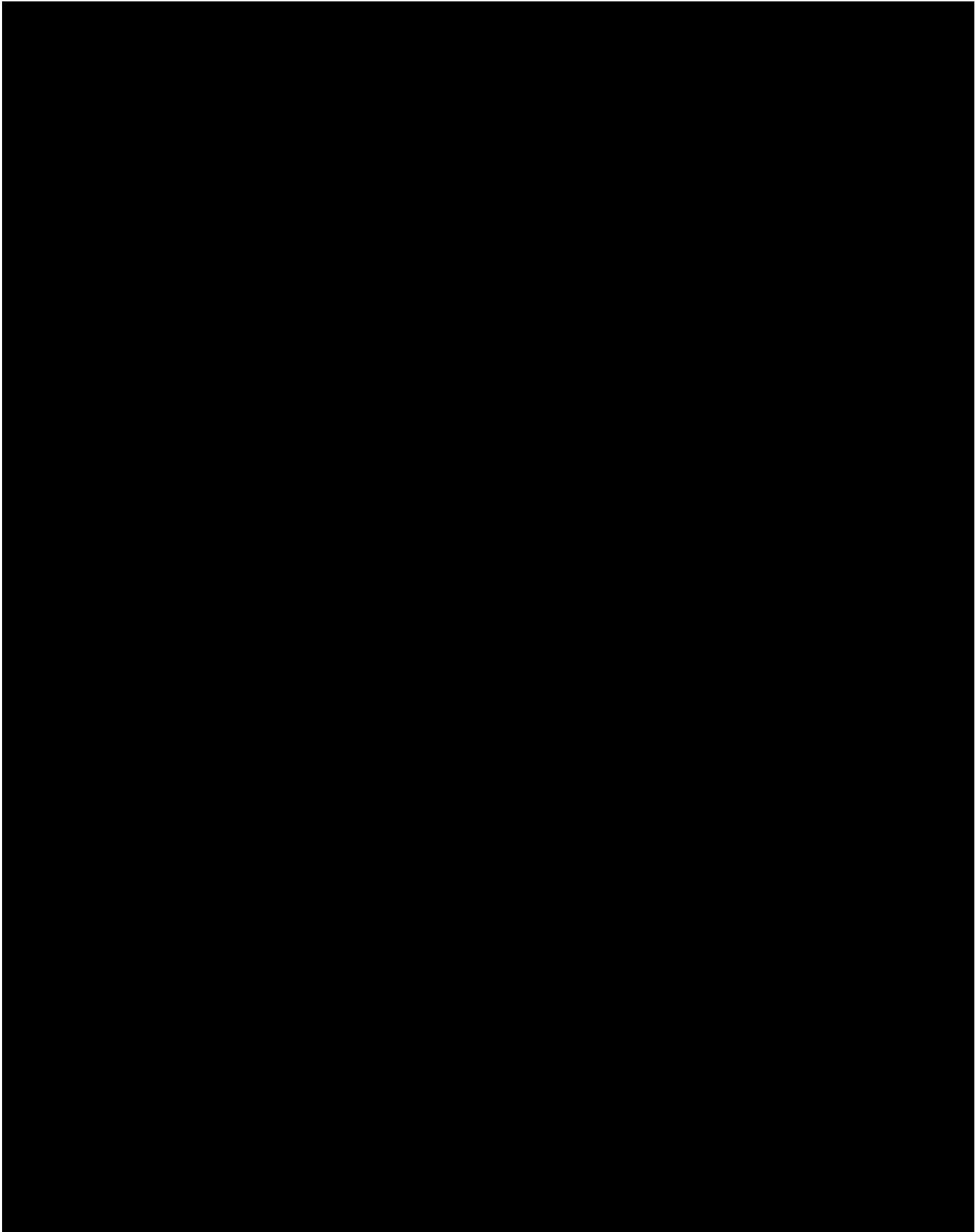
[Signature Page to the Restructuring Support Agreement]



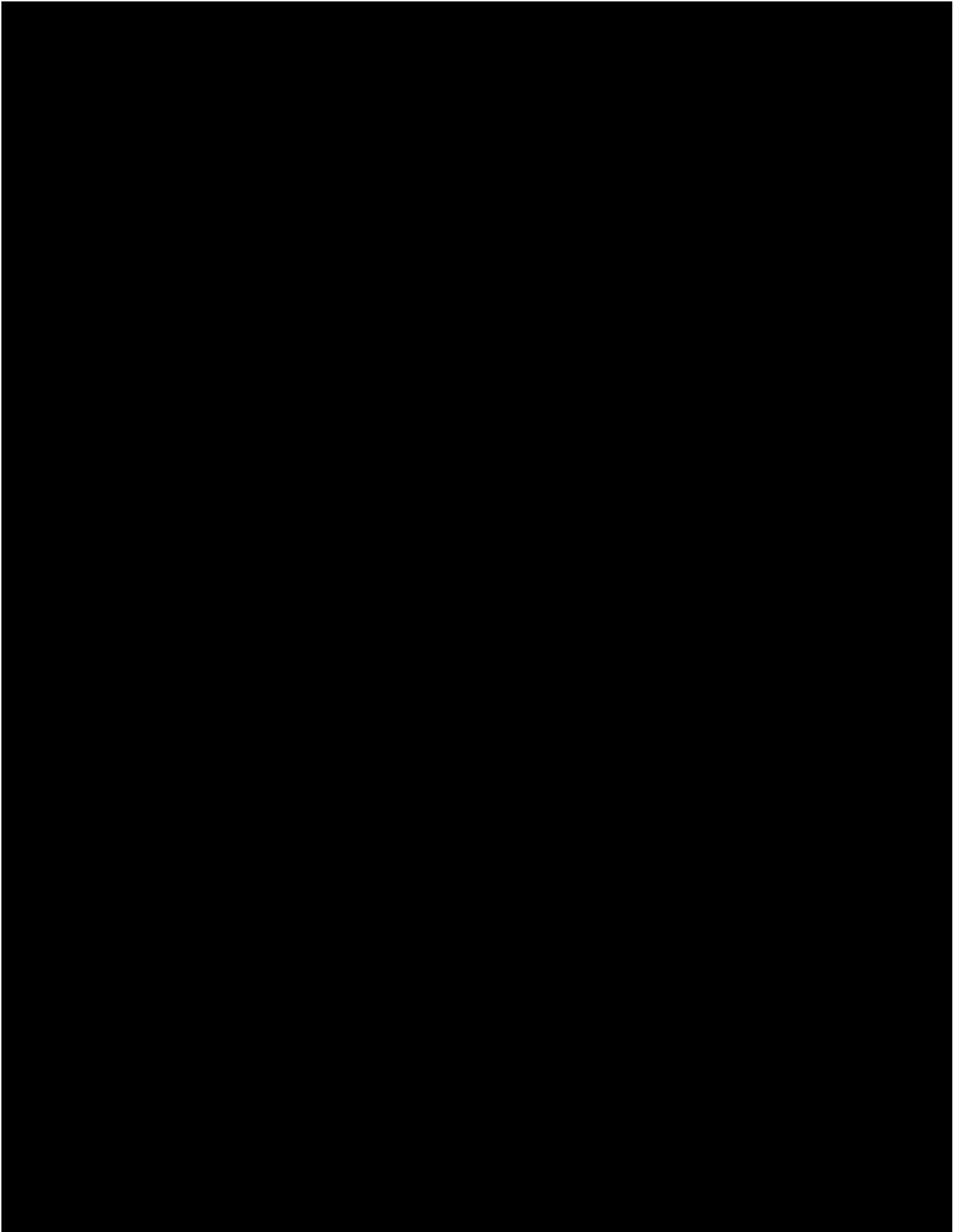
[Signature Page to the Restructuring Support Agreement]



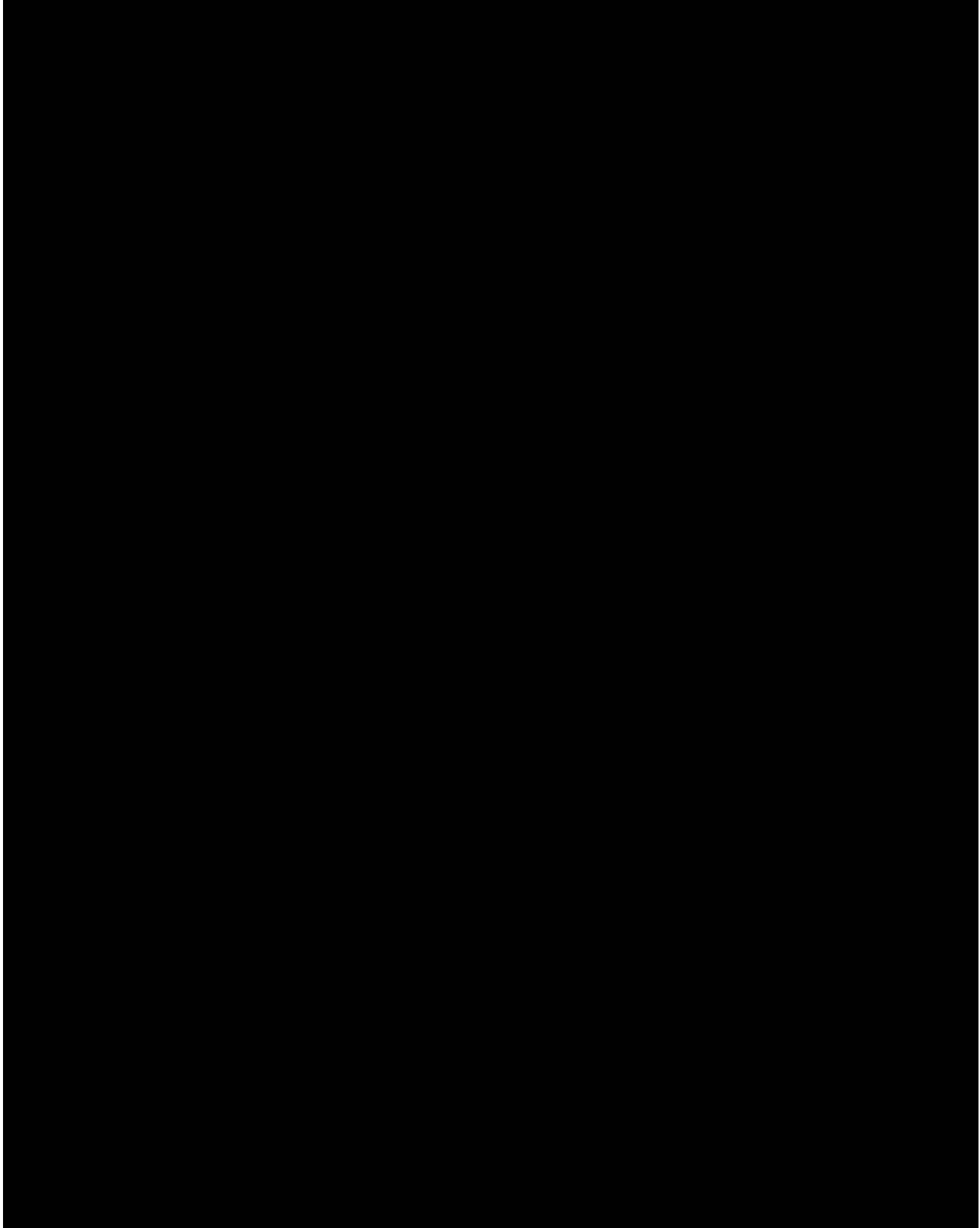
[Signature Page to the Restructuring Support Agreement]



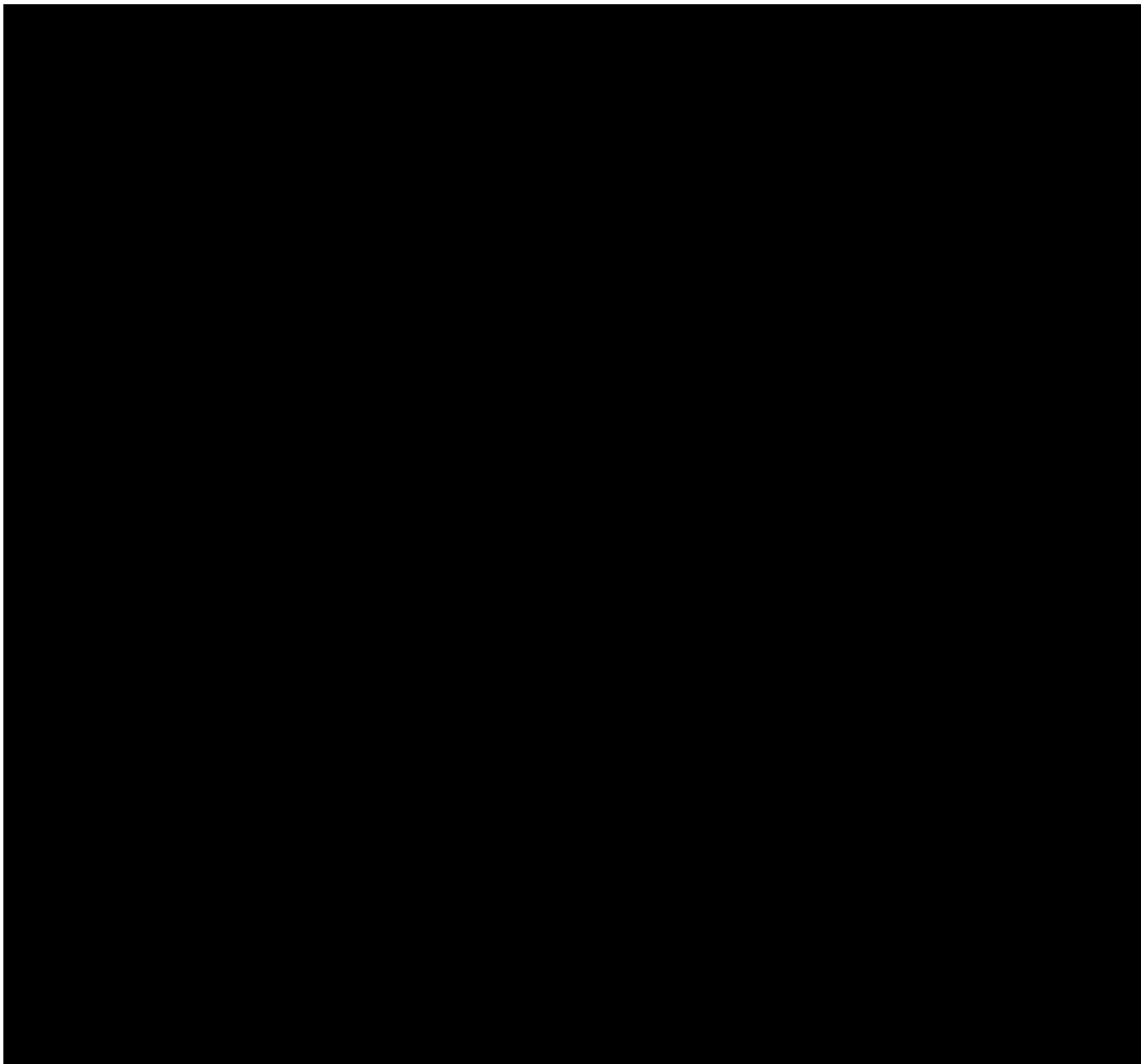
[Signature Page to the Restructuring Support Agreement]



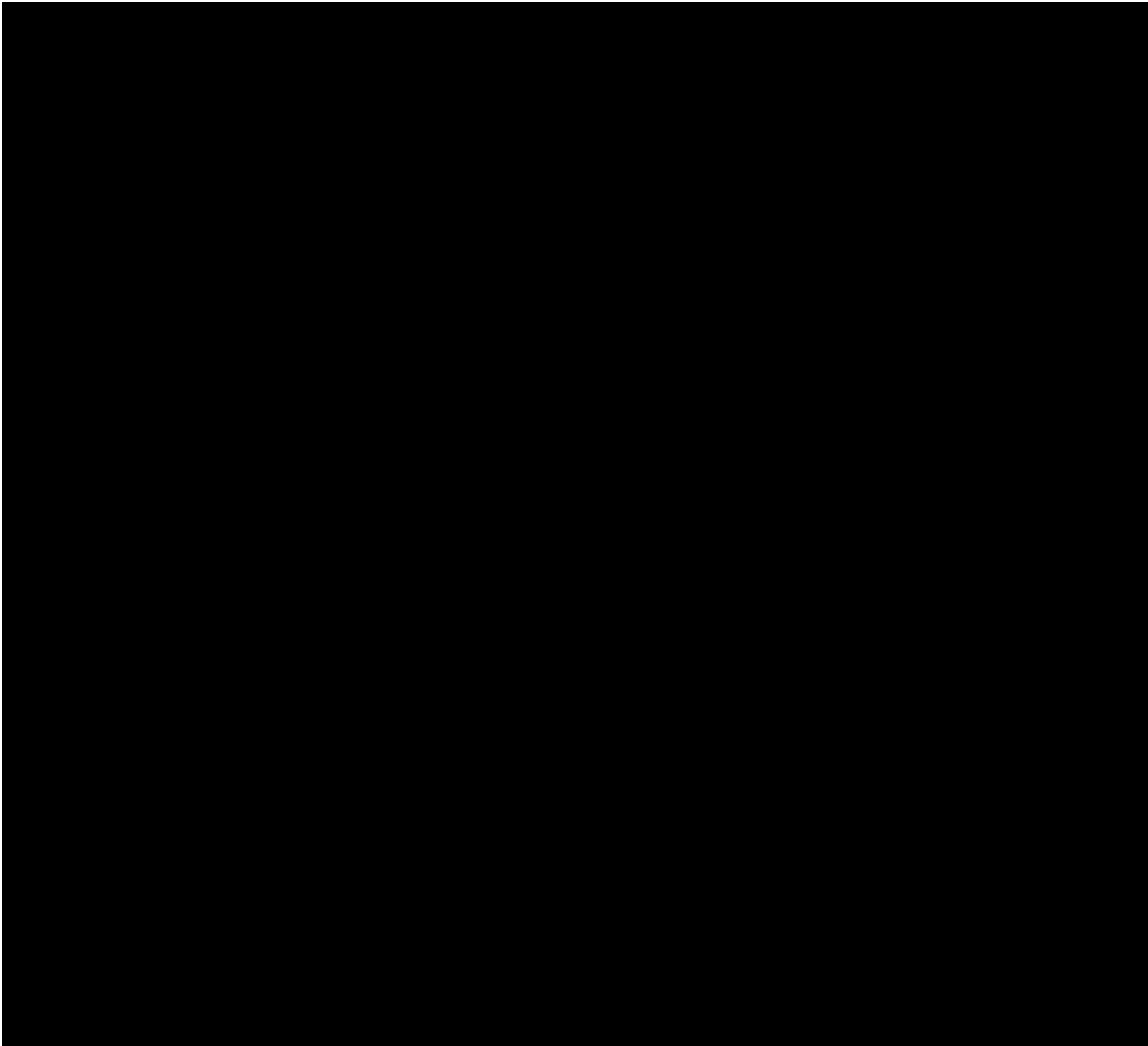
[Signature Page to the Restructuring Support Agreement]



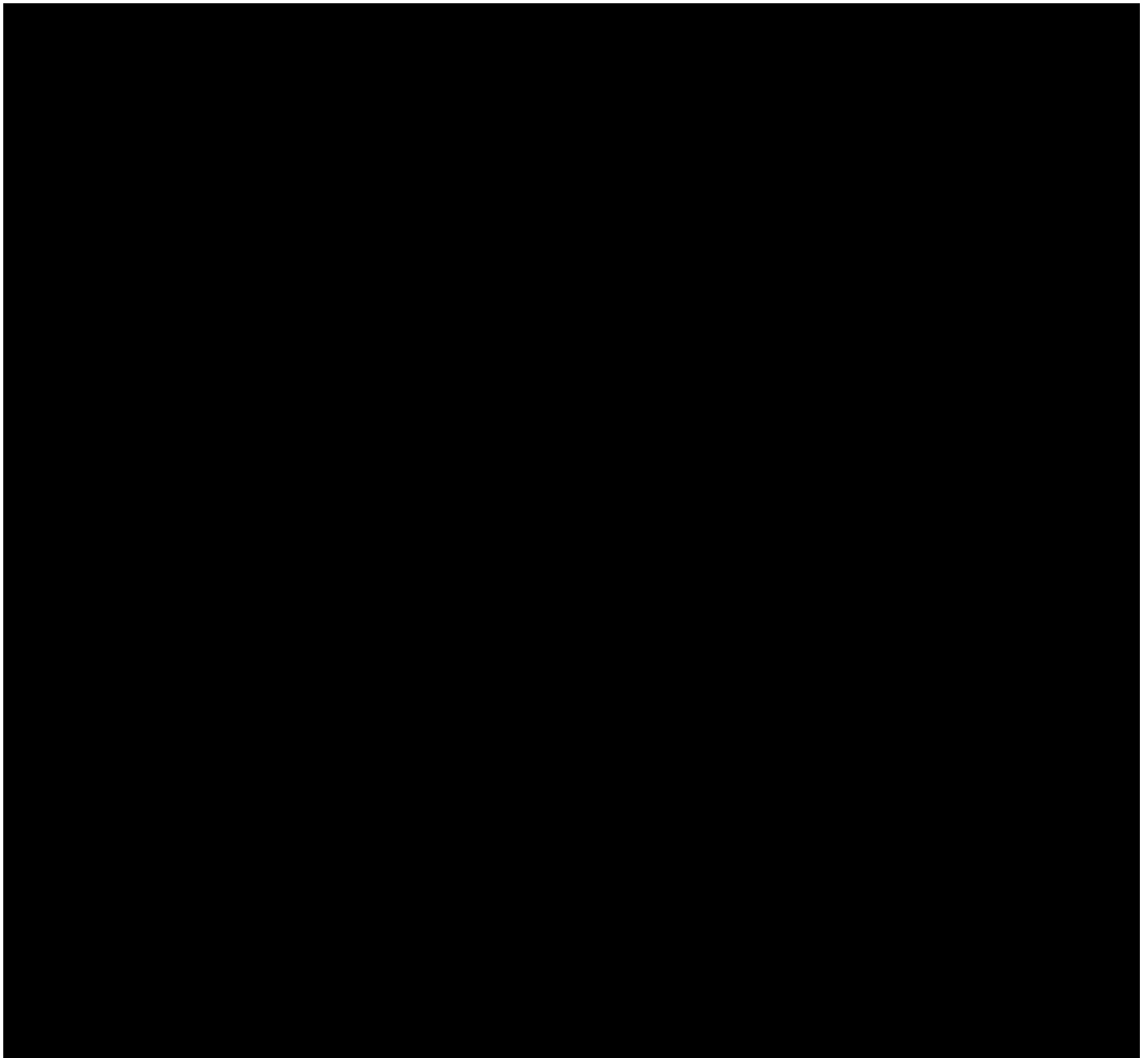
[Signature Page to the Restructuring Support Agreement]



[Signature Page to the Restructuring Support Agreement]



[Signature Page to the Restructuring Support Agreement]



[Signature Page to the Restructuring Support Agreement]

Schedule I to the Agreement

Notices and Addresses

Notices. In accordance with Section 13.09 of this Agreement, all notices hereunder shall be deemed given if in writing and delivered, if sent by electronic mail, courier or registered or certified mail (return receipt requested) to the following addresses (or at such other addresses as shall be specified by like notice):

- (i) if to the Company Parties, to:

Av. Marechal Floriano no 168, 1st Floor, Rio de Janeiro, RJ, 20080-0002, Brazil.

Attn: Rodrigo Tostes Solon de Pontes
Renata Yamada
Eduardo Righi
Email: rodrigo.tostes@light.com.br
renata.burkle@light.com.br
eduardo.reis@light.com.br

With copies (which shall not constitute notice) to:

White & Case LLP, as counsel to the Company Parties
Southeast Financial Center, 200 South Biscayne Boulevard
Suite 4900 Miami, FL 33131-2352
Attn: Richard S. Kebrdle
Ricardo M. Pasianotto
E-mail: rkebrdle@whitecase.com
ricardo.pasianotto@whitecase.com

Barbosa Müssnich Aragão Advogados, as counsel to the Company Parties
Avenida Juscelino Kubitschek, 1.455 10º andar
São Paulo/SP Brasil 04543-011
Attn: Carlos Frederico Lucchetti Bingemer
Conrado de Castro Stievani
Eduardo G. Wanderley
Igor Silva de Lima
Marcely F. Rodrigues
Email: carlosbingemer@bmalaw.com.br
cto@bmalaw.com.br
egw@bmalaw.com.br
isl@bmalaw.com.br
mafr@bmalaw.com.br

- (ii) if to the Noteholder Ad Hoc Group Advisors to:

Cleary Gottlieb Steen & Hamilton LLP, as counsel to the Noteholder Ad Hoc Group
One Liberty Plaza
New York, NY 10006
Attn: Francisco L. Cestero
David H. Botter
Email: fcestero@cgsh.com
dbotter@cgsh.com

Pinheiro Neto Advogados, as counsel to the Noteholder Ad Hoc Group
Rua Hungria, 1.100, Jardim Europa,
São Paulo, SP, Brazil
Attn: Giuliano Colombo
Email: gcolombo@pn.com.br

- (iii) if to a Consenting Noteholder, to the address set out in its signature page hereto.
- (iv) if to a Consenting Noteholder who signs a Transfer Agreement or Joinder Agreement after the Agreement Effective Date, to the addresses set out therein.
- (v) if to the Information Agent to:

D.F. King & Co. Inc., as Information Agent

Attn: Mei Zheng
Email: light@dfkingltd.com

With copies (which shall not constitute notice) to:

White & Case LLP, as counsel to the Company Parties
Southeast Financial Center, 200 South Biscayne Boulevard
Suite 4900 Miami, FL 33131-2352
Attn: Richard S. Kebrdle
Ricardo M. Pasianotto
E-mail: rkebrdle@whitecase.com
ricardo.pasianotto@whitecase.com

Barbosa Müssnich Aragão Advogados, as counsel to the Company Parties
Avenida Juscelino Kubitschek, 1.455 10º andar
São Paulo/SP Brasil 04543-011
Attn: Carlos Frederico Lucchetti Bingemer
Conrado de Castro Stievani
Eduardo G. Wanderley
Igor Silva de Lima
Marcely F. Rodrigues
Email: carlosbingemer@bmalaw.com.br
cto@bmalaw.com.br
egw@bmalaw.com.br
isl@bmalaw.com.br
mafr@bmalaw.com.br

Exhibit A to Agreement

RESTRUCTURING TERM SHEET

See attached.

Light S.A. – Em Recuperação Judicial

Supplemental Restructuring Term Sheet

The following term sheet (“**Term Sheet**”) summarizes the key commercial terms of a consensual restructuring for Light S.A. – Em Recuperação Judicial (“**Light**” or the “**Company**”), Light Serviços de Eletricidade S.A. (“**SESA**”), and Light Energia S.A. (“**Energia**,” together with Light and SESA, the “**RJ Company Parties**”) with respect to the Notes, the RJ Plan and the RSA (as defined below), in supplement to the term sheet (the “**Original Term Sheet**”) executed between the RJ Company Parties and certain members of the Ad Hoc Group (as defined below) holding the aggregate principal amount outstanding of 51.34% of the Notes on May 7, 2024.

OVERVIEW	
<i>Plan Support Parties and Certain Definitions¹</i>	<ul style="list-style-type: none">▪ “Ad Hoc Group” means the ad hoc group of Noteholders, represented by the Ad Hoc Group Advisors.▪ “Ad Hoc Group Advisors” means Moelis & Company Assessoria Financeira Ltda., Cleary Gottlieb Steen & Hamilton LLP and Pinheiro Neto Advogados.▪ “Anchor Shareholder” means the investment fund Bavaro Fundo de Investimento em Ações, CNPJ nº 50.568.751/0001-87, which, on April 22, 2024, holds common shares issued by Light representing 20% (twenty per cent) of the total and voting share capital of Light, and which assumed, before Light, the commitment to participate in the New Money Capital Raise and to make the contribution of new resources in an amount corresponding to up to the Anchor Shareholder’s Capital Raise Amount (as defined below), as per Exhibit A of the RJ Plan.▪ “Brazilian Bankruptcy Court” means the 3rd Specialized Chamber for Business Law of the Court of the State of Rio de Janeiro, Brazil.▪ “Brazilian Plan Confirmation” means the date in which the order from the Brazilian Bankruptcy Court confirming the approval of the RJ Plan is published in the official gazette.▪ “Brazilian RJ Proceeding” means the RJ proceeding commenced by Light before the Brazilian Bankruptcy Court, docket number 0843430-58.2023.8.19.0001.▪ “Closing Date” means the date in which the Restructuring is implemented, as provided in the RJ Plan.²▪ “Closing Date – Local Securities” means the date in which the Restructuring is implemented in respect of the instruments governed by Brazilian Law, as provided in the RJ Plan.▪ “Closing Date – DTC Securities” means the date in which the Restructuring is implemented in respect of the instruments governed by NY Law, as provided in the RJ Plan.

¹ Capitalized terms not otherwise defined in this Term Sheet shall have the English translation of the meanings given to such terms in the RJ Plan.

² “Data de Fechamento da Reestruturação”: Significa a data em que se verificar terem ocorrido, cumulativamente, a Data de Fechamento da Reestruturação – Instrumentos Locais e a Data de Fechamento Reestruturação – Novas Notas Estrangeiras” as provided in the RJ Plan.

	<ul style="list-style-type: none"> ▪ “Concession Renewal” means the date in which SESA has executed a new concession agreement with the applicable governmental authorities, related to the renewal of the public concession held by SESA. ▪ “Energia Claims” means Claims against Energia. ▪ “Energia Creditors” means the holders of Energia Claims. ▪ “Energia Notes” means the 4.375% Notes Units due 2026 issued by Energia and guaranteed by Light. ▪ “New Securities” means the Convertible Debentures, shares, Level 1 ADRs, notes and any other securities issued in connection with the Restructuring. ▪ “Notes” means the Energia Notes and the SESA Notes. ▪ “Notes Indenture” means that certain indenture dated June 18, 2021 executed by SESA and Energia, as issuers, Light, as Notes Units Guarantor, and The Bank of New York Mellon, as Trustee. ▪ “Noteholders” means the holders of Notes. ▪ “Parties” means the RJ Company Parties and Term Sheet Creditors. ▪ “Restructured Claims” means the restructured RJ Claims pursuant to the terms of the RJ Plan. ▪ “Restructured NY Notes” means the new notes to be issued by Light SESA and Light Energia, as applicable, pursuant to the RJ Plan, which shall be DTC tradable and governed by NY law in accordance with market practices and consistent with the Notes Indenture. ▪ “Restructuring Support Agreement” or “RSA” means a restructuring support agreement, as provided under the RJ Plan, to be executed between the RJ Company Parties and the Term Sheet Creditors in supplement to the Term Sheet to provide the terms for the implementation of the RJ Plan and this Term Sheet with respect to the Notes. ▪ “RJ Claims” means Claims against the RJ Company Parties subject to the Brazilian RJ Proceeding. ▪ “RJ Creditors” means the persons holding RJ Claims. ▪ “RJ Plan” means the judicial reorganization plan submitted by Light in the context of the Brazilian RJ Proceeding on May 18, 2024, which shall be voted by the RJ Creditors at the general meeting of creditors on May 29, 2024 and subsequently confirmed by the Brazilian Bankruptcy Court. ▪ “Scheme of Arrangement” means a scheme of arrangement under the UK Companies Act 2006, which will be pursued by the Company to implement the RJ Plan and restructure the Notes in accordance with the terms set forth in this Term Sheet and to be further provided in the Restructuring Support Agreement. ▪ “SESA Notes” means the 4.375% Notes Units due 2026 issued by SESA and guaranteed by Light. ▪ “Term Sheet Creditors” means the RJ Creditors who have executed this Term Sheet. ▪ “UK Court” means the court in the United Kingdom which will preside the Scheme of Arrangement.
<p>Summary of Restructuring</p>	<p>The Parties have agreed to implement the transaction contemplated in the Original Term Sheet and supplemented by this Term Sheet pursuant to the RJ Plan which will need to be approved by the requisite majority of RJ Creditors, sanctioned and approved by the Brazilian Bankruptcy Court</p>

	<p>and, as applicable, pursuant to a Scheme of Arrangement and, to the extent necessary, recognized pursuant to any proceedings in any applicable competent jurisdiction for the purposes of obtaining cross-border relief (the “Restructuring”).</p> <p>RJ Creditors holding RJ Claims will be offered recovery options as set forth in this Term Sheet and in the RJ Plan.</p> <p>The Term Sheet Creditors’ support of the RJ Plan is premised on the RJ Company Parties’ commitment, subject to the satisfaction of the CP (as defined below), that (a) the RJ Company Parties will issue the Restructured NY Notes for the benefit of the Noteholders, pursuant to their respective payment elections in connection with the RJ Plan, under the Scheme of Arrangement or otherwise, and (b) the Noteholders will be permitted (but not obligated) to receive equity in the form of Level 1 American Depositary Receipts (ADRs). To achieve this, the Parties currently contemplate that, as part of the Restructuring, the RJ Company Parties and the Term Sheet Creditors shall execute a Restructuring Support Agreement, as already authorized under the RJ Plan, which shall provide the terms and conditions to the implementation of the RJ Plan and this Term Sheet.</p>
<p><i>Restructuring Support Agreement</i></p>	<p>The Term Sheet shall be complemented by the Restructuring Support Agreement pursuant to the terms of the RJ Plan. The RJ Company Parties agree to waive the condition to the effectiveness of the RSA provided under the RJ Plan, so that the RSA shall become effective upon execution by RJ Creditors holding, in aggregate, the majority of outstanding principal of Notes (the “CP”), by June 30, 2024 (or as otherwise may be extended by written agreement of the RJ Company Parties and the Term Sheet Creditors, the “CP Deadline”).</p> <p>The Restructuring Support Agreement will provide the terms of: (a) the commitment of the Parties to change the governing law of the Notes Indenture to the laws of the England & Wales, which may occur through a consent solicitation or any other legally permissible means, in order to permit the Scheme of Arrangement, (b) the issuance of the New Securities, including the Restructured NY Notes and ADRs, as applicable, (c) the commencement by the Company of the Scheme of Arrangement to restructure and cancel the Notes pursuant to the terms of the RJ Plan and the commitment of Noteholders to participate and vote in favor of the Scheme of Arrangement , and (d) the commitment of the Noteholders to elect the applicable payment options provided for in the RJ Plan.</p> <p>To the extent the CP is not satisfied by the CP Deadline, the RJ Company Parties shall not be required to comply with the Term Sheet or the RSA, which includes the commitment to issue the Restructured NY Notes, ADRs or any other DTC-tradable, NY law-governed securities for the benefit of the Noteholders, and, unless otherwise agreed to by the RJ Company Parties, the Noteholders shall receive their distributions under the RJ Plan in the same terms as the other unsecured creditors, in accordance with the terms of the RJ Plan.</p>
<p><i>Election Solicitation</i></p>	<p>Following approval and confirmation of the RJ Plan, and after the CP Deadline, the RJ Company Parties, will launch a solicitation process through DTC, whether under the Scheme of Arrangement (as applicable) or otherwise, for the period of 30 days, during which Noteholders shall be permitted to select the payment options they wish to receive pursuant to the RJ Plan, as provided in this Term Sheet and to be further provided in the Restructuring Support Agreement.</p>
<p><i>Scheme of Arrangement</i></p>	<p>Pursuant to the terms of the RJ Plan, this Term Sheet and as shall be provided under the Restructuring Support Agreement, after confirmation of the RJ Plan and subject to the CP the Company shall commence the Scheme of Arrangement to restructure and cancel the Notes upon the issuance of the New Securities.</p> <p>To the extent the Scheme of Arrangement is not approved or sanctioned by the UK Court, the RJ Company Parties shall still issue the New Securities, including the Restructured NY Notes and</p>

	ADRs, as applicable, for the benefit of, at a minimum, the Noteholders that adhere to the Restructuring Support Agreement, and the Parties will negotiate in good faith any additional measures that may be necessary to implement the RJ Plan, this Term Sheet and the Restructuring Support Agreement to restructure the Notes.
CAPITAL RAISE	
Timeline	Light shall raise new capital within 90 (ninety) days from the Concession Renewal (“ New Money Capital Raise ”).
<i>New Money Capital Raise</i>	
Amount	With the view of allowing for the implementation of the JR Plan and the restructuring of the JR Claims (including the Notes), Light will pursue a capital increase of a minimum of BRL 1,000,000,000.00 (one billion Brazilian Reais) and up to BRL 1,500,000,000.00 (one billion five hundred million Brazilian Reais) as per Sections 4.1.1(i) and 5.1 of the RJ Plan.
Subscription Price	VWAP LIGT3 60 days prior to February 24, 2024 (BRL 6.29 – six Brazilian Reais and twenty-nine cents per share).
Additional Benefits	Issuance of 2 warrants per each subscribed share in connection with the New Money Capital Raise. Each warrant granted to the new money subscribers shall be exercised at the same date that the New Money Capital Raise is completed, for the price of BRL 0.01 (one cent of Brazilian Real) per 1 share (LIGT3), as provided in Section 5.1.6 of the RJ Plan.
Commitment from Anchor Shareholder	The Anchor Shareholder undertook to subscribe for new common shares (“ Anchor Shareholder’s New Shares ”) in the amount of up to R\$ 1,000,000,000.00 (one billion Reais) (“ Anchor Shareholder’s Capital Raise Amount ”), including committing to subscribe to any surplus within such capital raise to ensure a contribution of new funds in the amount corresponding to the Anchor Shareholder’s Capital Raise Amount, as provided in Sections 4.1.1(i) and 5.1 of the RJ Plan and Annex A thereto.
Lock-up	Applicable to the shares issued pursuant to the New Money Capital Raise, including those to be issued as a result of the exercise of the warrants, as provided in Section 5.1.8 of the RJ Plan.
<i>Conversion of Claims – Light SESA</i>	
Supporting Conversion Creditor	<p>RJ Creditors who adhere to the option of “Supporting Conversion Creditor” pursuant to the RJ Plan, this Term Sheet and the Restructuring Support Agreement, with the commitment of exchanging at least 35% of their SESA Updated Claims (as defined below) (“Minimum Conversion”) for convertible debentures to be issued by Light (“Convertible Debentures”).</p> <p>The Minimum Conversion may (at the election of each RJ Creditor) take into consideration all of the SESA Updated Claims held under different funds or entities under common control, management or administration as if such SESA Updated Claims were held by a single RJ Creditor (the “Managing Creditor”), and any related rights may be exercised collectively by the Managing Creditor. Provided that the Managing Creditor has reached the Minimum Conversion threshold, the status of “Supporting Conversion Creditor” shall apply to the RJ Creditors under common control, management or administration of the such Managing Creditor who elected the “Supporting Conversion Creditor” option under the RJ Plan.</p>
Timeline	<p>The Convertible Debentures shall be converted into shares or Level 1 ADRs, as applicable, of Light within 90 (ninety) days from the Concession Renewal, but only after the New Money Capital Raise is completed as provided in Section 6.1.1.3.2 of the RJ Plan.</p> <p>The Company shall include in the execution version of the Convertible Debentures that (i) in case the Concession Renewal takes place, but the New Money Capital Raise does not occur or is</p>

	not completed in accordance with the RJ Plan, the principal amount of the Convertible Debentures will accrue interest at IPCA + 5% per annum as of the Brazilian Plan Confirmation until maturity on August 31, 2027; and (ii) in case the Concession Renewal does not take place, the Convertible Debentures shall be repaid upon maturity on August 31, 2027, without any interest, profits or premiums.
Maximum Conversion Amount	BRL 2,200,000,000.00 (two billion two hundred million Brazilian Reais) ³ of SESA Updated Claims to be exchanged by Convertible Debentures, considering the face amount of such RJ Claims (including principal amounts and accrued interest).
Exceeding Claims	In case RJ Creditors who elect the option of “Supporting Conversion Creditor” pursuant to the RJ Plan offer SESA Updated Claims for conversion in excess of the Maximum Conversion Amount, the amount of Claims to be converted shall be pro-rated among such Supporting Conversion Creditors considering their respective conversion offers such that the total amount of the conversion does not exceed the Maximum Amount. The Supporting Conversion Creditors shall maintain their status regardless of the percentage of their Updated Claims that are exchanged for Convertible Debentures as a result of such limitation.
Insufficient Claims	In case RJ Creditors who elect the option of Supporting Conversion Creditor pursuant to the RJ Plan offer SESA Updated Claims for conversion that are insufficient to reach the Maximum Conversion Amount, the shortfall amount shall be deducted from the principal amount of the payment option that is applicable for the Supporting Non-Conversion Creditors, as provided in Section 6.1.1.3.4 of the RJ Plan.
Conversion Rate/Additional Benefits	The Convertible Debentures shall be converted into shares or Level 1 ADRs, as applicable, of Light no later than 90 (ninety) days after the Concession Renewal, subject to a conversion rate that is equivalent to the Subscription Price, and the Supporting Conversion Creditors shall receive 1 (one) warrant for each 2 (two) subscribed shares or Level 1 ADRs, as applicable. The warrant granted to the Supporting Conversion Creditors shall be exercised upon the conversion of the Convertible Debentures into shares or Level 1 ADRs, as applicable, of Light for the price of BRL 0.01 (one cent of Brazilian Real) per 1 share (LIGT3) or Level 1 ADRs, as applicable, as provided in Section 6.1.1.4 of the RJ Plan.
Lock-Up	Applicable to the shares or Level 1 ADRs, as applicable, to be received upon conversion of the Convertible Debentures, as provided in Section 6.1.1.5 of the RJ Plan.
Capital Contribution – SESA	
Amount	Light shall contribute at least BRL 300,000,000.00 (three hundred million Brazilian Reais) of available funds into SESA no later than 90 (ninety) days following the Brazilian Plan Confirmation, to support SESA’s operations until the Concession Renewal. In addition, Light shall contribute into SESA the cash proceeds of the New Money Capital Raise. Should the capital raise exceed BRL 1 billion, the exceeding amount shall be allocated as follows:

³ For calculating the cap of Updated Claims in Dollars, the PTAX published by the Brazilian Central Bank as of the day before the date of the general meeting of creditors that approves the RJ Plan shall be used. Assuming approval of the RJ Plan on May 29, 2024, the applicable PTAX is 5.1538 USD/BRL.

	70% shall be contributed into SESA and 30% shall be maintained by Light to fund its costs associated with the Restructuring.
<i>Adjustment of RJ Claims</i>	
<i>Adjustment Rate</i>	RJ Claims (with the exception of RJ Claims held by Supporting SESA Financial Creditors) shall be adjusted to reflect interest accrued from May 12, 2023 to June 30, 2024, capped at BRL405.5 million (which cap was reached on November 17, 2023, as reflected in Exhibit B to the RJ Plan as provided for in the RJ Plan (the “ Updated Claims ”).
TREATMENT OF THE RJ CLAIMS UNDER THE RJ PLAN	
<i>Supporting Conversion Creditors⁴</i>	
<i>Maximum Principal Amount (BRL + USD)</i>	BRL 4,100,000,000.00 (four billion one hundred million Brazilian Reais) ⁵ considering the Updated Claims, plus IPCA + 5.00% per annum between 7/1/2024 (including) and the Closing Date - Local Securities or the Closing Date – DTC Securities, as applicable (excluding). ⁶
<i>Term</i>	8 years after the Closing Date – Local Securities.
<i>Principal Grace Period</i>	36 months after the Closing Date – Local Securities, with first installment starting on month 42.
<i>Amortization</i>	Semi-annually in 10 installments, after the Grace Period.
<i>PIK Interest</i>	No.
<i>Payment of Interest</i>	Semi-annually, starting on month 6 after Closing Date – Local Securities.
<i>Interest</i>	IPCA + 5.00% per annum (4.21% per annum for USD notes).
<i>Collateral</i>	Corporate guarantee by Light. 1 st priority Fiduciary lien on proceeds from damages in connection with assets related to the Base Regulatory Compensation. 1 st priority fiduciary lien on receivables accounts which shall receive amounts collected by a first rate collection agent, up to BRL 50,000,000.00 (fifty million Brazilian Reais) per month, accrued yearly with IPCA, provided that: (i) amounts in excess of BRL 50,000,000.00 shall be transferred to an unrestricted account held by SESA if there are no monetary defaults, or (ii) if there are outstanding payment defaults, the exceeding amounts shall be withheld during the applicable cure periods, and afterwards used for the payment of any unpaid amounts up to BRL 50,000,000.00 per month and BRL 300,000,000.00 per annum.
<i>Covenants and Events of Default</i>	The New Securities shall have additional affirmative and negative covenants, events of default and other terms customary for restructured debt of Brazilian issuers, to be acceptable to the Company Parties and the Term Sheet Creditors, and which shall be consistent with and not be

⁴ For the purpose of this Term Sheet, it is assumed that the Closing Date – Local Securities will occur before the Closing Date – DTC Securities. If that is not the case, corresponding adjustments may be necessary.

⁵ For calculating the cap of Updated Claims in Dollars, the PTAX published by the Brazilian Central Bank as of the day before the date of the general meeting of creditors that approves the RJ Plan shall be used. Assuming approval of the RJ Plan on May 29, 2024, the applicable PTAX is 5.1538 USD/BRL.

⁶ The election period in respect of both the Local Securities and the Restructured NY Notes needs to be completed prior to the Closing Date - Local Securities or the Closing Date – DTC Securities in order for the calculation of the application of the cap as between these instruments.

	generally and materially more restrictive than those included in the analogous Brazilian debentures issued in connection with the RJ Plan.
Supporting Non-Conversion Creditors	
Total Amount	Pursuant to Section 6.1.2.2 of the RJ Plan.
Term	13 years from the Closing Date – Local Securities.
Principal Grace Period	36 months after Closing Date – Local Securities, with first installment starting on month 42.
Amortization	Semi-annually in 20 installments, as follows: (i) from month 42 to 72: 2% per installment; (ii) from month 78 to 108: 4% per installment; (iii) from month 114 to 156: 8% per installment.
PIK Interest	12 months from the Closing Date – Local Securities.
Payment of Interest	Semi-annually, starting on month 18 from the Closing Date – Local Securities.
Interest	IPCA + 3.00% per annum (2.26% per annum for USD notes).
Collateral	<p>Corporate guarantee by Light.</p> <p>2nd priority Fiduciary lien on proceeds from damages in connection with assets related to the Base Regulatory Compensation.</p> <p>2nd priority fiduciary lien on receivables accounts which shall receive amounts collected by a first rate collection agent, up to BRL 50,000,000.00 (fifty million Brazilian Reais) per month, accrued yearly with IPCA, provided that: (i) amounts in excess of BRL 50,000,000.00 shall be transferred to an unrestricted account held by SESA if there are no monetary defaults, or (ii) if there are outstanding payment defaults, the exceeding amounts shall be withheld during the applicable cure periods, and afterwards used for the payment of any unpaid amounts up to BRL 50,000,000.00 per month and BRL 300,000,000.00 per annum.</p>
Supporting SESA Financial Creditors	
Total Amount	Up to BRL 670,000,000.00 (six hundred seventy million Brazilian Reais) considering the face value of eligible claims pursuant to the list of creditors.
Eligibility Criteria	<ul style="list-style-type: none"> • Financial institutions rated as S1, S2 or S3 by the Brazilian Central Bank; • National long term credit rating of at least AA-(bra), brAA- or AA-.br, issued by one of the three global rating agencies: Fitch Ratings, S&P and Moody's; • Provide, at the request of Light, SESA or Energia, lines of credit for currency and/or interest derivatives in amount exceeding their RJ Claims, with a minimum term of 365 (three hundred sixty five) days.
Term	10 years after Closing Date – Local Securities.
Principal Grace Period	36 months after Closing Date – Local Securities, with first installment on month 42.
Installments	Semi-annually, equal installments.
PIK Interest	No.
Payment of Interest	Semi-annually, with first payment on month 6 from the Closing Date – Local Securities.
Interest	CDI + 0.5% per annum (5.71% per annum for USD notes).

<i>Default Option</i>	
<i>Applicable Creditors</i>	Creditors who do not make the election for any other payment options under the RJ Plan.
<i>Haircut</i>	80% over the Updated Claims.
<i>Maturity</i>	Single installment due 15 years from the Closing Date – Local Securities adjusted by IPCA.
<i>Claims up to BRL 30,000.00</i>	
<i>Applicable Creditors</i>	Creditors holding RJ Claims up to BRL 30,000.00 (thirty thousand Brazilian Reais) considering the face value of the claims as identified in the list of creditors.
<i>Maximum Amount</i>	Up to BRL 300,000,000.00 (three hundred million Brazilian Reais).
<i>Maturity</i>	Payment in full within 90 days from the Brazilian Plan Confirmation.
<i>Exceeding Amounts</i>	If the total RJ Claims that are eligible for this payment option exceed BRL 300,000,000.00, the smallest RJ Claims shall be paid first until the Maximum Amount is reached.
<i>Energia Claims</i>	
<i>Non-Subject Energia Claims</i>	Energia Claims identified in Schedule 6.1.6 of the RJ Plan shall not be bound by the terms of the Brazilian RJ Restructuring and shall be paid pursuant to the settlement agreements confirmed by the Brazilian RJ Court.
<i>Accrued and Unpaid Interest on Energia Notes</i>	Interest on the Energia Notes shall continue to accrue in the original terms during the period between May 12, 2023 and the issuance and delivery of the Restructured NY Notes. The principal amount of the New Securities to be issued in payment of the Energia Notes shall incorporate such accrued interest.
<i>New Energia Notes</i>	Subject to the satisfaction of the CP, RJ Creditors who hold Energia Notes shall be repaid with Restructured NY Notes with the same terms of the applicable original debt instruments (except that any such Restructured NY Notes will not benefit from a guarantee from Light and thus the restricted group will be limited to Energia and its subsidiaries) and with an obligation of the RJ Company Parties to hold a reverse auction (“ Reverse Auction ”). The total amount offered pursuant to the Reverse Auction shall be BRL 500,000,000.00 (five hundred million Brazilian Reais), and shall have a minimum bid of 5% haircut for the eligible Energia Creditors. Only Energia Creditors that elect one of the applicable payment options for their RJ Claims held against SESA shall be entitled to receive Restructured NY Notes and participate in the Reverse Auction. Failure to make such election shall mean that such non-electing Noteholders’ RJ Claims are to be paid as per the Default Option (SESA and Energia). The Reverse Auction shall take place as soon as possible after the Closing Date – DTC Instruments.
OTHER OBLIGATIONS	
<i>Covenants</i>	Without prejudice to other obligations to be negotiated in good-faith by the Parties during the Term Sheet Effectiveness Period, the Parties agree that the Company shall cause SESA to: <ul style="list-style-type: none"> a. Restrict dividends or other restricted payments from SESA to the minimum amount provided in its bylaws; b. On the 5th day of the month subsequent to the release of revised financial statements for the Cash Sweep Applicable Period (as defined below), prepay the Restructured Claims with the Exceeding Cash (as defined below), as applicable, subject to the following priority of payment (“Cash Sweep”): (i) Supporting Conversion Creditor, (ii) Supporting

	Non-Conversion Creditor. Other RJ Creditors shall not be subject to Cash Sweep payments.
<i>Exceeding Cash</i>	As provided for in the RJ Plan, including Exhibit 6.1.1.6.
<i>Cash Sweep Applicable Period</i>	As provided for in the RJ Plan, including Exhibit 6.1.1.6.
<i>Term Sheet Adhesion</i>	Noteholders may adhere to this Term Sheet (and the Restructuring Support Agreement), pursuant to the execution of an adhesion term with Light, SESA or Energia, as applicable, explicitly confirming the consent to the terms and conditions of this Term Sheet.
<i>Disclosures</i>	Any communications or disclosures related to this Term Sheet, whether in connection with judicial proceedings, and the negotiations in connection herewith shall always be made jointly and subject to prior approval of the Parties.
<i>Commitments during Term Sheet Effectiveness Period</i>	<p>During the Term Sheet Effectiveness Period, the Parties commit to negotiate in good faith the terms and conditions of the Restructuring Support Agreement and any required ancillary documents and cooperate and act in good faith for the implementation of the Restructuring, and the RJ Company Parties commit to pay the professional fees and expenses of the Ad Hoc Group Advisors in accordance with the applicable reimbursement arrangements.</p> <p>The Parties commit to, in respect of the Brazilian RJ Proceeding, the Notes and the Restructuring, and except to the extent necessary to preserve rights or meet statutory deadlines, (a) not initiate any new lawsuits or litigation, and (b) not further ongoing litigation, provided that in the event any such litigation may reasonably impact the implementation of this Term Sheet or the Restructuring, the Parties shall discuss alternatives in good-faith, including a potential suspension of such litigation. The RJ Company Parties and any Term Sheet Creditor may terminate its commitments hereunder at any time by giving notice to the other party, without liability to each other, if in its sole discretion, it believes that the negotiations are not progressing to its satisfaction.</p> <p>Except for the “Disclosures,” “Term Sheet Effectiveness Period,” “Governing Law and Jurisdiction” and “Commitments during Term Sheet Effectiveness Period” sections of this Term Sheet, which constitute binding undertakings among the Parties, the remaining sections of this Term Sheet are intended to create no legally binding obligations, express or implied, and in no way constitute any form of enforceable agreement, promise or commitment with respect to the potential transactions contemplated herein.</p>
<i>Term Sheet Effectiveness Period</i>	This Term Sheet shall expire in the earlier of: (a) 23:59 of 6/29/2024 or (b) the execution of the Restructuring Support Agreement, or as otherwise may be extended by written agreement of the RJ Company Parties and the Term Sheet Creditors.
<i>Communications</i>	<p>Any and all communications related to this Term Sheet shall be delivered in writing by registered mail or e-mail to the following addresses:</p> <p>For the RJ Company Parties:</p> <p style="padding-left: 40px;">Attn: Rodrigo Tostes Solon de Pontes (rodrigo.tostes@light.com.br) Renata Yamada (renata.burkle@light.com.br) Eduardo Righi (eduardo.reis@light.com.br) Av. Marechal Floriano No. 168, 1st Floor 200800-0002 Rio de Janeiro / RJ</p>

C/C
BMA Advogados
Att: Carlos Frederico Lucchetti Bingemer
(carlosbingemer@bmalaw.com.br)
Eduardo G. Wanderley
(egw@bmalaw.com.br)
Marcely F. Rodrigues
(mafr@bmalaw.com.br)
Av. Presidente Juscelino Kubitschek, 1.455
04543-011
São Paulo / SP

C/C
White & Case LLP
Att: Richard S. Kebrdle
(rkebrdle@whitecase.com)
Ricardo M. Pasianotto
(ricardo.pasianotto@whitecase.com)
200 South Biscayne Blvd, Suite 4900
33131-2352
Miami / FL
United States of America

For the Term Sheet Creditors:

Moelis & Company Assessoria Financeira Ltda.
Attn: Otávio Guazzelli
(otavio.guazzelli@moelis.com)
Erick Alberti
(erick.alberti@moelis.com)
Av. Horácio Lafer, 160 – 8th Floor – Itaim Bibi
04538-080
São Paulo / SP

Cleary Gottlieb Steen & Hamilton LLP
Attn: Francisco L. Cestero
(fcestero@cgsh.com)
David H. Botter
(dbotter@cgsh.com)
One Liberty Plaza
10006
New York / NY

Pinheiro Neto Advogados
Attn: Giuliano Colombo
(gcolombo@pn.com.br)
Rua Hungria, 1100
01455-906
São Paulo / SP

***Governing Law
and Jurisdiction***

This Term Sheet and/or other documents related to the Restructuring shall be governed by the laws of the Federative Republic of Brazil and subject to the courts of the jurisdiction of the city and state of Rio de Janeiro.

Exhibit B to Agreement

FORM OF JOINDER AGREEMENT

The undersigned joinder party (“**Joinder Party**”) hereby acknowledges that it has read and understands the Restructuring Support and Lock-Up Agreement (the “**Agreement**”),¹ dated as of June 28, 2024, by and among the Company Parties and the Consenting Noteholders.

The Joinder Party has read and understand the terms of the Agreement, including the rights and obligations of a Consenting Noteholder thereunder, and agrees to be bound by the terms and conditions thereof to the extent the other Parties are thereby bound and be deemed a consenting party and, as applicable, thereunder with respect to any and all of the 2026 Notes Units, held as of the date hereof or hereafter acquired, provided that to the extent this Joinder Agreement is signed and delivered after July 3, 2024 and without prejudice to any other rights under the Agreement, (i) the Joinder Party shall not be regarded a Consenting Noteholder for the purposes of the definition of Majority Consenting Noteholders; (ii) the Joinder Party acknowledges that the Noteholder Ad Hoc Group Advisors are under no obligation to the relevant Joinder Party (whether to provide any advice or consultation or otherwise); (iii) information required to be provided by the relevant Joinder Party pursuant to clause 4.01(i) of the Agreement shall be provided to the Information Agent instead of the Noteholder Ad Hoc Group Advisor; and (iv) the Company’s termination right under clause 10.03(a) of the Agreement shall be exercisable only with respect to the relevant Consenting Noteholder.

The Joinder Party specifically makes all representations and warranties contained herein and therein as of the date hereof and any further date specified in the Agreement.

Date Executed: _____, 2024

JOINDER PARTY:

[INSERT NAME]

By: _____

Name:

Title:

Address:

[•]

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

Confidential Annexure to the Joinder Agreement

Description of Claims	Principal Amount
[•]	[•]

Exhibit C to Agreement

FORM OF TRANSFER AGREEMENT

The undersigned Permitted Transferee hereby acknowledges that it has read and understands the Restructuring Support and Lock-Up Agreement (the “**Agreement**”),² dated as of June [●], 2024, by and among the Company Parties and the Consenting Noteholders, including the undersigned Transferor.

The Permitted Transferee hereby agrees to be bound by the terms and conditions of the Agreement to the extent the Transferor was thereby bound, it being understood that the Permitted Transferee shall hereafter be deemed a consenting party thereunder with respect to any and all Claims against, or interests in, the Company, and/or interests held by such Permitted Transferee as of the date hereof or hereafter acquired. The Permitted Transferee specifically agrees to be bound by the vote, acceptance, agreement and consent of the Transferor if cast or tendered before the effectiveness of the Transfer of the transferred Claims and/or interest. If there is an inconsistency between this Transfer Agreement and the Agreement, the Agreement shall control in all respects.

The Permitted Transferee acknowledges and agrees that (i) it has reviewed, or has had the opportunity to review, with the assistance of professional and legal advisors of its choosing, the Agreement and (ii) all representations and warranties set forth in the Agreement are true and correct in all material respects as of the date hereof with respect to such Permitted Transferee.

Notwithstanding anything to the contrary contained herein, to the extent the Transferor holds such Company Claims at a time where affirmative action by a Consenting Noteholder is required, the Permitted Transferee shall be required to vote or otherwise take actions consistent with the Agreement while it holds such Company Claims, including to agree to vote to accept the Consent Solicitation and English Scheme.

This Transfer Agreement shall be governed by and construed in accordance with Section 13.04 of the Agreement.

This Transfer Agreement shall take effect and shall become an integral part of the Agreement immediately upon its execution, and the Permitted Transferee shall be deemed to be bound by all of the terms, conditions and obligations of the Agreement in accordance with the Agreement as of the date hereof.

Date Executed: _____, 2024

[Signature page follows]

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

TRANSFEROR:

[INSERT NAME]

By: _____
Name:
Title:
Address:

[•]

PERMITTED TRANSFEREE:

[INSERT NAME]

By: _____
Name:
Title:
Address:

[•]

Confidential Annexure to the Transfer Agreement

Description of transferred Claims	Amount of transferred Claims (principal only)
[•]	[•]

Exhibit D to Agreement

FORM OF QUALIFIED MARKET MAKER JOINDER AGREEMENT

This Qualified Market Maker Joinder Agreement to the Restructuring Support and Lock-Up Agreement (“**Agreement**”) made and entered into as of June [●], 2024, by and among the Company Parties, and the Consenting Noteholders is executed and delivered by the undersigned [●] (the “Qualified Market Maker”) to the Company Parties as of [●].³

Agreement to be Bound. The Qualified Market Maker is a Qualified Market Maker (as defined in the Agreement) and hereby agrees to comply with Section 6 of the Agreement in such capacity, including voting to approve or accept or otherwise taking actions consistent with the Agreement while it holds Company Claims at a time where affirmative action by a Consenting Noteholder is required.

Governing Law. Section 13.04 of the Agreement is incorporated herein *mutatis mutandis*.

Date Executed: _____

[QUALIFIED MARKET MAKER]

By: _____

Name: _____

Title: _____

Address: _____

E-mail address(es): _____

³ Capitalized terms used herein but not otherwise defined shall have the meaning set forth in the Agreement.