



Número: **5046520-86.2021.8.13.0024**

Classe: **[CÍVEL] RECUPERAÇÃO JUDICIAL**

Órgão julgador: **2ª Vara Empresarial da Comarca de Belo Horizonte**

Última distribuição : **09/04/2021**

Valor da causa: **R\$ 9.999.999.999,99**

Assuntos: **Recuperação judicial e Falência**

Segredo de justiça? **NÃO**

Justiça gratuita? **NÃO**

Pedido de liminar ou antecipação de tutela? **SIM**

Partes	Advogados
SAMARCO MINERAÇÃO S/A (AUTOR)	
	NAYARA ALVES PEREIRA (ADVOGADO) DANIEL RIVOREDO VILAS BOAS (ADVOGADO) JOSE MURILO PROCOPIO DE CARVALHO (ADVOGADO) FERNANDA DE FIGUEIREDO GOMES (ADVOGADO) EDUARDO METZKER FERNANDES (ADVOGADO) ANA CLAUDIA DE FREITAS REIS E MARTINS (ADVOGADO)
SAMARCO MINERAÇÃO S/A (RÉU/RÉ)	

Outros participantes	
REX CREDIT LTDA (TERCEIRO INTERESSADO)	
	GUILHERME RODEGHERI GONCALVES (ADVOGADO)
NEGOTIATOS-3 ASSESSORIA EM TRANSACOES EMPRESARIAIS LTDA (TERCEIRO INTERESSADO)	
	LEONARDO ADRIANO RIBEIRO DIAS (ADVOGADO)
CANADA LOCADORA DE EQUIPAMENTOS LIMITADA - EPP (TERCEIRO INTERESSADO)	
	TIAGO LANNI DE OLIVEIRA ARAUJO (ADVOGADO) PEDRO HENRIQUE DE SOUZA E SILVA (ADVOGADO)
CITIGROUP FINANCIAL PRODUCTS INC. "Citigroup" (TERCEIRO INTERESSADO)	
	TALITHA AGUILLAR LEITE (ADVOGADO) PAULO CALIL FRANCO PADIS (ADVOGADO) RENATA MACHADO VELOSO (ADVOGADO)
BARCLAYS BANK PLC (TERCEIRO INTERESSADO)	
	FABIO RICARDO ROBLE (ADVOGADO) JUAN PEDRO BRASILEIRO DE MELLO (ADVOGADO)
CREDORES (TERCEIRO INTERESSADO)	

	<p>DIMITRI DE MELO E SILVA ROCHA (ADVOGADO) LEONARDA REZENDE PROCOPIO DE ALVARENGA (ADVOGADO) PAULO TRANI DE OLIVEIRA MELLO (ADVOGADO) FABRICIO RIBEIRO BERTELI (ADVOGADO) ADILSON ELIAS DE OLIVEIRA SARTORELLO (ADVOGADO) ALAN SAMPAIO CAMPOS (ADVOGADO) DIRCEU CARREIRA JUNIOR (ADVOGADO) RICARDO HENRIQUE SAFINI GAMA (ADVOGADO) GUSTAVO FALCAO RIBEIRO FERREIRA (ADVOGADO) SEBASTIAO GERALDO CHINELATO FILHO (ADVOGADO) ANTONIO CARLOS SILVA (ADVOGADO) OCTAVIO TEIXEIRA BRILHANTE USTRA (ADVOGADO) LIVIA VAZ DE SOUZA CONCEICAO (ADVOGADO) EDUARDA DE CASTRO ROCHEDO (ADVOGADO) VINICIUS MATTOS FELICIO (ADVOGADO) GEANDRO LUIZ SCOPEL (ADVOGADO) IVAN SPREAFICO CURBAGE (ADVOGADO) RAFAEL BITTENCOURT LICURCI DE OLIVEIRA (ADVOGADO) CARLOS RANDEL CREPALDE MAFRA (ADVOGADO) ANDRE CAMPOS GREGORIO (ADVOGADO) ROGERIO CESAR DE MOURA (ADVOGADO) JOAO CARLOS DE LIMA JUNIOR (ADVOGADO) RENATO DE OLIVEIRA CAMPOS (ADVOGADO) GUILHERME ENRIQUE MALOSSO QUINTANA (ADVOGADO) BRUNO PEDREIRA POPPA (ADVOGADO) ROBERTO KALIL FERREIRA (ADVOGADO) ALESSANDRA DA ROCHA FERREIRA (ADVOGADO) MARIA ALICE DE FIGUEIREDO JULIO (ADVOGADO) JESSICA VIEIRA SALES (ADVOGADO) JORGE MOISES JUNIOR (ADVOGADO) DANILO DE ARAUJO CARNEIRO (ADVOGADO) MILA VALLADO FRAGA (ADVOGADO) GIANPAOLO ZAMBIAZI BERTOL ROCHA (ADVOGADO) WILTON ROVERI (ADVOGADO) JULIA MARINHO NUNES (ADVOGADO) RENAN ALCARAS MACEDO (ADVOGADO) JOSE LUIZ MATTHES (ADVOGADO) YARA RIBEIRO BETTI GONFIANTINI (ADVOGADO) ELISA SILVA DE ASSIS RIBEIRO (ADVOGADO) LUCIANA DE LANA GOMES (ADVOGADO) GUSTAVO KALB DE OLIVEIRA SILVA (ADVOGADO) BAUDILIO GONZALEZ REGUEIRA (ADVOGADO) JERIZE TERCIANO DE ALMEIDA (ADVOGADO) THAIS MONTEIRO SOARES (ADVOGADO) KELEN DINIZ NEVES (ADVOGADO) JOAO RICARDO LOPES DA SILVA PACCA (ADVOGADO) DANIEL VIEIRA PAIVA (ADVOGADO) JACQUELINE CORDEIRO NUNES (ADVOGADO) PAULO RENATO PEREIRA PARO (ADVOGADO) BRUNO LADEIRA JUNQUEIRA (ADVOGADO) FABIO TEIXEIRA OZI (ADVOGADO) NATHALIA BESCHIZZA (ADVOGADO) FLAVIO HENRIQUE PEIXOTO DE CASTRO (ADVOGADO) MICHELE SACRAMENTO OLIVEIRA (ADVOGADO)</p>
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MARCIO ROBERTO GOTAS MOREIRA (ADVOGADO)
MAYRINKELLISON PERES WANDERLEY (ADVOGADO)
RAPHAEL LEANDRO KORMOCZI DA SILVA (ADVOGADO)
LEONARDO DE MELO BERNARDINO (ADVOGADO)
JEFERSON AUGUSTO CORDEIRO SILVA (ADVOGADO)
RICARDO LEAL DE MORAES (ADVOGADO)
KLAUS EDUARDO RODRIGUES MARQUES (ADVOGADO)
LAISNARA ALVES DOS SANTOS (ADVOGADO)
TATIANA FLORES GASPAR SERAFIM (ADVOGADO)
RAFAELA LAURIA SILVA (ADVOGADO)
LUIZ GONZAGA FREIRE CARNEIRO (ADVOGADO)
CASSIO NOGUEIRA GARCIA MOSSE (ADVOGADO)
ANA PAULA SUCAIAR MAYER (ADVOGADO)
FELIPE SANTOS PEREIRA (ADVOGADO)
MARCELO NAJJAR ABRAMO (ADVOGADO)
VINICIUS PINTO COELHO ORTOLANO (ADVOGADO)
BRUNO MIGUEL SIEIRO FERREIRA (ADVOGADO)
RODRIGO CARLOS DE SOUZA (ADVOGADO)
HENRIQUE CUNHA SOUZA LIMA (ADVOGADO)
PRISCILA SOUZA NUNES (ADVOGADO)
SIDNEY GRACIANO FRANZE (ADVOGADO)
WALDEMAR DECCACHE (ADVOGADO)
MILENA GILA FONTES (ADVOGADO)
IGOR FARNESE FIGUEIREDO FRANCO (ADVOGADO)
ROBERTO RODRIGUES PEREIRA JUNIOR (ADVOGADO)
JOSE RODRIGO ARRUDA NASCIMENTO (ADVOGADO)
LUCIANO OLIMPIO RHEM DA SILVA (ADVOGADO)
CRISTINA DAHER FERREIRA (ADVOGADO)
GUILHERME GASPARI COELHO (ADVOGADO)
CAMILA CORDEIRO GONCALVES MANSO (ADVOGADO)
JANAINA PACHECO GOMES (ADVOGADO)
PAULO HUMBERTO CARBONE (ADVOGADO)
CARLOS EDUARDO PEREIRA BARRETTO FILHO
(ADVOGADO)
VANESSA KOGEMPA BERNAL (ADVOGADO)
PAULA FELIZ THOMS (ADVOGADO)
PAULO ENVER GOMES FALEIRO FERREIRA (ADVOGADO)
SABRINA DE ANDRADE LOPES (ADVOGADO)
JOSE CORDEIRO DE CAMPOS JUNIOR (ADVOGADO)
LUIZ FERNANDO GREGORI CORDEIRO (ADVOGADO)
VINICIUS MAGNO DE CAMPOS FROIS (ADVOGADO)
VLADIMIR OLIVEIRA BORTZ (ADVOGADO)
NELSON WILIAN FRATONI RODRIGUES (ADVOGADO)
CHRISTOPHER VASCONCELOS LOPES (ADVOGADO)
MARCO ANTONIO DE ANDRADE (ADVOGADO)
FREDERICO RICARDO DE RIBEIRO E LOURENCO
(ADVOGADO)
ROGERIO ZAMPIER NICOLA (ADVOGADO)
GABRIEL FERREIRA PESTANA (ADVOGADO)
JONATHAN CAMILO SARAGOSSA (ADVOGADO)
GUILHERME FONSECA ALMEIDA (ADVOGADO)
GUILHERME SETOGUTI JULIO PEREIRA (ADVOGADO)
GUILHERME DIAS GONTIJO (ADVOGADO)
BRUNO DIAS GONTIJO (ADVOGADO)
CRISTIANO MAYRINK DE OLIVEIRA (ADVOGADO)
NARA LAGE VIEIRA (ADVOGADO)

RICARDO CARNEIRO NEVES JUNIOR (ADVOGADO)
FABIO MANUEL GUIZO DA CUNHA (ADVOGADO)
PAULO SERGIO UCHOA FAGUNDES FERRAZ DE
CAMARGO (ADVOGADO)
LOYANNA DE ANDRADE MIRANDA MENEZES
(ADVOGADO)
SANDRA DE SOUZA MARQUES SUDATTI (ADVOGADO)
PAULO CALIL FRANCO PADIS (ADVOGADO)
ISABELA REBELLO SANTORO (ADVOGADO)
REGIANE OLIVEIRA DA SILVA (ADVOGADO)
EDUARDO PAOLIELLO NICOLAU (ADVOGADO)
CARLOS EDUARDO CAVALCANTE RAMOS (ADVOGADO)
LUIZ GUSTAVO FERNANDES DA COSTA (ADVOGADO)
CARLOS ALBERTO CERUTTI PINTO (ADVOGADO)
PAULO CELSO EICHHORN (ADVOGADO)
MARCOS PITANGA CAETE FERREIRA (ADVOGADO)
NILSON REIS (ADVOGADO)
CELSO UMBERTO LUCHESI (ADVOGADO)
VINICIUS ANTUNES ARAUJO (ADVOGADO)
CAROLINE ZAMBON MORAES (ADVOGADO)
PAULO WAGNER PEREIRA (ADVOGADO)
BERNARDO AZEVEDO FREIRE (ADVOGADO)
MONICA MOYA MARTINS WOLFF (ADVOGADO)
GUILHERME CORONA RODRIGUES LIMA (ADVOGADO)
BRUNO COUTINHO DE MAGALHAES (ADVOGADO)
CHRISTIANE OLIVEIRA RIBEIRO TAVEIRA (ADVOGADO)
ELIZABETE ALVES HONORATO (ADVOGADO)
ANTONIO DE MORAIS (ADVOGADO)
PAULO EDUARDO MACHADO OLIVEIRA DE BARCELLOS
(ADVOGADO)
ANTONIO AUGUSTO GARCIA LEAL (ADVOGADO)
MAURO LUCIO COUTINHO (ADVOGADO)
PEDRO MAGALHAES HUMBERT (ADVOGADO)
RODRIGO UCHOA FAGUNDES FERRAZ DE CAMARGO
(ADVOGADO)
PAULO ROBERTO COIMBRA SILVA (ADVOGADO)
RODRIGO FIGUEIRA SILVA (ADVOGADO)
JOAO BATISTA DONE GOMES (ADVOGADO)
ANTONIO SERGIO PRATES FROES (ADVOGADO)
VALERIA FERREIRA DO VAL DOMINGUES PESSOA
(ADVOGADO)
ALDEBARAN ROCHA FARIA NETO (ADVOGADO)
FERNANDA KELLY FONSECA SILVA (ADVOGADO)
LUIZ GUSTAVO ROCHA OLIVEIRA ROCHOLI (ADVOGADO)
CARLOS ARAUZ FILHO (ADVOGADO)
DANIEL AUGUSTO DE MORAIS URBANO (ADVOGADO)
DECIO FLAVIO GONCALVES TORRES FREIRE
(ADVOGADO)
HARRISON ENEITON NAGEL (ADVOGADO)
DANIEL DE CASTRO SILVA (ADVOGADO)
MARCELO MARCHON LEAO (ADVOGADO)
LUDMILA KAREN DE MIRANDA (ADVOGADO)
ALESSANDRO MENDES CARDOSO (ADVOGADO)
SAMUEL FERREIRA RIBEIRO SILVA (ADVOGADO)
JACIRA XAVIER DE SA (ADVOGADO)
RENATO LUIZ FRANCO DE CAMPOS (ADVOGADO)

ANDRE GONCALVES DE ARRUDA (ADVOGADO)
ELCIO PEDROSO TEIXEIRA (ADVOGADO)
EUGENIO KNEIP RAMOS (ADVOGADO)
ESTEVAO ANTUNES CIRILO DIAS (ADVOGADO)
MATHEUS BONACCORSI FERNANDINO (ADVOGADO)
DENNIS OLIMPIO SILVA (ADVOGADO)
JOSE HENRIQUE CANCADO GONCALVES (ADVOGADO)
JOAO MACIEL DE LIMA NETO (ADVOGADO)
LEONARDO PEREIRA ROCHA MOREIRA (ADVOGADO)
MARCIO DE SOUZA POLTO (ADVOGADO)
DARIO TORRES DE MOURA FILHO (ADVOGADO)
NELSON DIAS NETO (ADVOGADO)
MAIALU VIDIGAL DA FONSECA (ADVOGADO)
FERNANDO LOURO PESSOA (ADVOGADO)
SARAH PEDROSA DE CAMARGOS MANNA (ADVOGADO)
MARCELO GAMA NAZARIO DA FONSECA (ADVOGADO)
MAYRAN OLIVEIRA DE AGUIAR (ADVOGADO)
RAFAEL LEONI MORAES (ADVOGADO)
RICARDO LOPES GODOY (ADVOGADO)
HELVECIO FRANCO MAIA JUNIOR (ADVOGADO)
GLEDSON MARQUES DE CAMPOS (ADVOGADO)
HENRIQUE COUTINHO DE SOUZA (ADVOGADO)
ROBERTO PEREIRA GONCALVES (ADVOGADO)
CARLOS HENRIQUE MARTINS TEIXEIRA (ADVOGADO)
CINTIA MARCELINO FERREIRA (ADVOGADO)
THIAGO DA COSTA E SILVA LOTT (ADVOGADO)
LUCIANA SANTOS CELIDONIO (ADVOGADO)
FLAVIO NERY COUTINHO DOS SANTOS CRUZ
(ADVOGADO)
DANIEL CIOGLIA LOBAO (ADVOGADO)
SIMONE XAVIER LAMBAIS (ADVOGADO)
PAULO ROBERTO DA SILVA YEDA (ADVOGADO)
MARIA CLAUDIA DE LUCCA (ADVOGADO)
ANA PAULA ARAUJO (ADVOGADO)
DALMO HENRIQUE BRANQUINHO (ADVOGADO)
SACHA CALMON NAVARRO COELHO (ADVOGADO)
JULIANA FERNANDES SANTOS TONON (ADVOGADO)
GUSTAVO HUMBERTO MONTEIRO (ADVOGADO)
MARIANNE CUNHA ARAUJO (ADVOGADO)
VALDOMIRO LESSA NEIVA JUNIOR (ADVOGADO)
AUGUSTO TOLENTINO PACHECO DE MEDEIROS
(ADVOGADO)
RENATA MARTINS DE OLIVEIRA AMADO (ADVOGADO)
CRISTIANO ANTUNES RECK (ADVOGADO)
ROGERIO BORGES DE CASTRO (ADVOGADO)
FABIO HENRIQUE FERREIRA PRADO (ADVOGADO)
GUILHERME CARVALHO MONTEIRO DE ANDRADE
(ADVOGADO)
FLAVIO CARVALHO MONTEIRO DE ANDRADE
(ADVOGADO)
ERIKA SANTIAGO SILVA (ADVOGADO)
MARKOS WENDELL CARVALHO RODRIGUES
(ADVOGADO)
ULISSES SIMOES DA SILVA (ADVOGADO)
FABIO DE POSSIDIO EGASHIRA (ADVOGADO)
MARCELO DOS SANTOS ALBUQUERQUE (ADVOGADO)

MATEUS DE MOURA LIMA GOMES (ADVOGADO)
ELIANE CRISTINA CARVALHO TEIXEIRA (ADVOGADO)
LUIZ HENRIQUE CUNHA COSTA ALVES (ADVOGADO)
GLAUCIA MARA COELHO (ADVOGADO)
LUIZ FERNANDO MONTENEGRO DA SILVA (ADVOGADO)
WEDERSON ADVINCULA SIQUEIRA (ADVOGADO)
FABIANA LEAO DE MELO (ADVOGADO)
PEDRO HENRIQUE DE SOUZA E SILVA (ADVOGADO)
FREDERICO DE ASSIS FARIA (ADVOGADO)
VINICIUS MANAIA NUNES (ADVOGADO)
RODRIGO ADRIANO CASSEMIRO (ADVOGADO)
JULIANA JUNQUEIRA COELHO (ADVOGADO)
JULIANA CESAR FARAH (ADVOGADO)
CRISTIANO PESSOA SOUSA (ADVOGADO)
ANDRE CAMERLINGO ALVES (ADVOGADO)
PAULO GUILHERME DE MENDONCA LOPES (ADVOGADO)
CALEBE LIMA (ADVOGADO)
CHRISTIANO NOTINI DE CASTRO (ADVOGADO)
RICARDO KEY SAKAGUTI WATANABE (ADVOGADO)
MARCO ANTONIO CORREA FERREIRA (ADVOGADO)
ALEXANDRE DE SOUZA PAPINI (ADVOGADO)
GUILHERME MELO DUARTE (ADVOGADO)
LUIS FERNANDO LIBARDI DE OLIVEIRA (ADVOGADO)
MARIA CAROLINA FERRAZ CAFARO (ADVOGADO)
ADILSON PINTO PEREIRA JUNIOR (ADVOGADO)
GIULIANA CAFARO KIKUCHI (ADVOGADO)
LUIZ GUSTAVO VIEIRA ZUCCHERATTE (ADVOGADO)
ANA CAROLINA BARROS ALVES MUZZI (ADVOGADO)
SYLVIE BOECHAT (ADVOGADO)
RICARDO AMADO CIRNE LIMA (ADVOGADO)
MELISSA FUCCI LEMOS ASSMANN (ADVOGADO)
LORENA CAROLINE RAMOS DUARTE (ADVOGADO)
RICARDO MATUCCI (ADVOGADO)
ANDRE ESCAME BRANDANI (ADVOGADO)
ELIO ANTONIO COLOMBO JUNIOR (ADVOGADO)
TALITHA AGUILLAR LEITE (ADVOGADO)
CELINA SOBRAL DE MENDONCA (ADVOGADO)
MARLEN PEREIRA DE OLIVEIRA (ADVOGADO)
MARCOS GOMES DA SILVA BRUNO (ADVOGADO)
PEDRO NEIVA DE SANTANA NETO (ADVOGADO)
PAULO ROGERIO NOVAES (ADVOGADO)
THIAGO MAHFUZ VEZZI (ADVOGADO)
TULIO FARIA TONELLI (ADVOGADO)
FELIPE ALEXANDRE VIZINHANI ALVES (ADVOGADO)
PATRICIA SAETA LOPES BAYEUX (ADVOGADO)
RICARDO BAZZANEZE (ADVOGADO)
CYNTIA APARECIDA VINCI (ADVOGADO)
ROBERTA PEREIRA FERNANDES (ADVOGADO)
HENRIQUE DA CUNHA TAVARES (ADVOGADO)
REBECCA GONCALVES FRESNEDA (ADVOGADO)
CLESCIO CESAR GALVAO (ADVOGADO)
JOSE RICARDO VALIO (ADVOGADO)
HELVIO SANTOS SANTANA (ADVOGADO)
ANA CAROLINA BRITTE BRUNO (ADVOGADO)
SERGIO CARNEIRO ROSI (ADVOGADO)
THIAGO AARAO DE MORAES (ADVOGADO)

HANNAH VAST BATISTA DE TOLEDO (ADVOGADO)
EURIPEDES BARSANULFO SEGUNDO MIRANDA (ADVOGADO)
MARCOS MARTINS DA COSTA SANTOS (ADVOGADO)
ALINE MAZZOLIN FERREIRA (ADVOGADO)
CLAUDIO HURGEL VICTOR LEITE (ADVOGADO)
ROBERTA MELISSA COSTA DOS ANJOS (ADVOGADO)
HELICIO JOSE ALONSO MECA (ADVOGADO)
LUIZ COELHO PAMPLONA (ADVOGADO)
TULIUS MAXIMILIANO CORREA DOS REIS (ADVOGADO)
GABRIELA FREIRE NOGUEIRA (ADVOGADO)
CAROLINA ALMEIDA DE PAULA FREITAS (ADVOGADO)
WALTER CARDINALI JUNIOR (ADVOGADO)
LEONARDO JOSE MELO BRANDAO (ADVOGADO)
PRISCILA MARTINS HYPPOLITO DOS SANTOS (ADVOGADO)
MATHEUS MAGALHAES TEIXEIRA (ADVOGADO)
RAPHAEL HENRIQUE DA CRUZ BARBOSA (ADVOGADO)
HUERLISON ANTONIO RAYMUNDO (ADVOGADO)
IARA DUQUE SOARES (ADVOGADO)
ANTONIO CARLOS DE FREITAS (ADVOGADO)
MARIO EDUARDO GUIMARAES NEPOMUCENO JUNIOR (ADVOGADO)
PATRICIA KLIEN VEGA (ADVOGADO)
ANDERSON RACILAN SOUTO (ADVOGADO)
GUILHERME FREDERICO MATOS PACHECO DE ANDRADE (ADVOGADO)
RODRIGO AFONSO MACHADO (ADVOGADO)
PAULO HENRIQUE DA SILVA VITOR (ADVOGADO)
KATIA LEANDRA DOS SANTOS (ADVOGADO)
CAROLINA DINIZ PAES (ADVOGADO)
SIMONE NORONHA BEZERRA (ADVOGADO)
COLUMBANO FEIJO (ADVOGADO)
LUIZ CLAUDIO FRANCA SILVA (ADVOGADO)
ANA PAULA SILVA DE CARVALHO (ADVOGADO)
PHILIPPE ANDRE ROCHA GAIL (ADVOGADO)
PABLO RODRIGO JACINTO (ADVOGADO)
CAMILA VANDERLEI VILELA DINI (ADVOGADO)
MAURO CARAMICO (ADVOGADO)
ANDREA TEIXEIRA PINHO RIBEIRO (ADVOGADO)
RENATA MARTINS GOMES (ADVOGADO)
ADRIANE FORTES SOUZA JALES (ADVOGADO)
GUSTAVO HENRIQUE DOS SANTOS VISEU (ADVOGADO)
FABIO RICARDO ROBLE (ADVOGADO)
PEDRO HENRIQUE RAMOS BORGHI (ADVOGADO)
MARCELLO GONCALVES FREIRE (ADVOGADO)
PEDRO HENRIQUE CHAVES FERNANDES (ADVOGADO)
FERNANDO FERREIRA CASTELLANI (ADVOGADO)
GIULLIANO MARINOTO (ADVOGADO)
WELERSON VIEIRA DE LEO (ADVOGADO)
JOAO MARCELO CABRAL REIS (ADVOGADO)
FAGNER DUSTIN SILVA GAMONAL BARRA (ADVOGADO)
ANA LUCIA DE ALMEIDA STRANO MESSETTI (ADVOGADO)
MARCOS GUARCONI PIUMBINI (ADVOGADO)
MARCIO AMERICO DE OLIVEIRA MATA (ADVOGADO)
OSLY DA SILVA FERREIRA NETO (ADVOGADO)

	<p>LUCIANA MARQUES DE ABREU JUDICE DESSAUNE (ADVOGADO)</p> <p>LEONARDO GONORING GONCALVES SIMON (ADVOGADO)</p> <p>FILIFE DIAS XAVIER RACHID (ADVOGADO)</p> <p>ALEX BENETTI (ADVOGADO)</p> <p>NELSON LOMBARDI JUNIOR (ADVOGADO)</p> <p>KLEBER DE NICOLA BISSOLATTI (ADVOGADO)</p> <p>FERNANDO BUONACORSO (ADVOGADO)</p> <p>MARIANA DE OLIVEIRA COTA (ADVOGADO)</p> <p>RODRIGO FERREIRA PELISSARI (ADVOGADO)</p> <p>FLAVIA NEVES NOU DE BRITO (ADVOGADO)</p> <p>GUILHERME AUGUSTO CYRINO (ADVOGADO)</p> <p>SUSETTE GOMES (ADVOGADO)</p> <p>PAULO TEODORO DO NASCIMENTO (ADVOGADO)</p> <p>JEFERSON COSTA DE OLIVEIRA (ADVOGADO)</p> <p>MARINA LUCIANA GOIS DOS SANTOS VAZ (ADVOGADO)</p> <p>MARIANA GOMES SILVEIRA (ADVOGADO)</p> <p>MARIA ALESSANDRA DA CUNHA (ADVOGADO)</p> <p>GUILHERME ANDRADE CARVALHO (ADVOGADO)</p> <p>NATHALIA LILIAMTIS SILVA (ADVOGADO)</p> <p>DANIEL SOARES GOMES (ADVOGADO)</p> <p>ANGELICA RABELLO PEREIRA (ADVOGADO)</p> <p>CHRISTIANO SANZIO BASTOS PERPETUO (ADVOGADO)</p> <p>SERGIO TANCREDO OLIVEIRA SILVA (ADVOGADO)</p> <p>SILVIO TIAGO CRISTO DE MELO (ADVOGADO)</p> <p>THIAGO ALMEIDA RIBEIRO (ADVOGADO)</p> <p>RENATO FERMIANO TAVARES (ADVOGADO)</p> <p>PEDRO AGUILERAS MARTINS (ADVOGADO)</p> <p>KAMILA SOUSA LIMA (ADVOGADO)</p> <p>GABRIELA MASCARENHAS FIUZA (ADVOGADO)</p> <p>CRISTIANO KEN TAKITA (ADVOGADO)</p> <p>JACKSON FERNANDES (ADVOGADO)</p> <p>ANDREY MAIA GADELHA (ADVOGADO)</p> <p>ANTONIO CARLOS COELHO PEREIRA NETO (ADVOGADO)</p> <p>AMARILIO MACHADO DIAS (ADVOGADO)</p> <p>GIOVANNA LOPES NADER (ADVOGADO)</p> <p>GUSTAVO SILVA MACEDO (ADVOGADO)</p> <p>DOUGLAS DE CASTRO ZILLE (ADVOGADO)</p> <p>FILIFE MIGUEL ARANTES (ADVOGADO)</p> <p>MARCOS ZANINI (ADVOGADO)</p> <p>BRIAN CERRI GUZZO (ADVOGADO)</p> <p>ALEXANDRE PIMENTA DA ROCHA DE CARVALHO (ADVOGADO)</p> <p>FABRIZIO ROGER DE CARVALHO RUSSI (ADVOGADO)</p> <p>ERASMO HEITOR CABRAL (ADVOGADO)</p> <p>JENEFER LAPORTI PALMEIRA (ADVOGADO)</p> <p>MATHEUS GARRIDO DE OLIVEIRA KABBACH (ADVOGADO)</p> <p>ANDREA CRUZ SALLES (ADVOGADO)</p> <p>LEONARDO CANABRAVA TURRA (ADVOGADO)</p> <p>FLAVIA MIARI CACADO (ADVOGADO)</p> <p>LEONARDO DE ABREU BIRCHAL (ADVOGADO)</p> <p>ANDRE MARTINS MAGALHAES (ADVOGADO)</p> <p>ANA PAULA LAGES OLIVEIRA (ADVOGADO)</p> <p>LEONARDO OLIVEIRA CALLADO (ADVOGADO)</p> <p>VICTORIA FERES DE MARCO (ADVOGADO)</p>
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BRUNA FURTINI VEADO (ADVOGADO)
PAULA CARNEIRO COSTA BAX DE BARROS (ADVOGADO)
MARIA EDUARDA BELO BOSON (ADVOGADO)
BARBARA COTTA BARRETO (ADVOGADO)
JOSE CARLOS RIZK FILHO (ADVOGADO)
CAROLINE MAGALHAES COSTA (ADVOGADO)
EBER SILVA DIAMANTINO (ADVOGADO)
NATALIA YAZBEK ORSOVAY (ADVOGADO)
EDUARDO GUIMARAES WANDERLEY (ADVOGADO)
BRUNA GRAZIELE LIMA (ADVOGADO)
ATAIDE MENDES DA SILVA FILHO (ADVOGADO)
MARCELO DIAS GONCALVES VILELA (ADVOGADO)
RODRIGO WEBER CAMELO SANTOS (ADVOGADO)
EDIMAR CRISTIANO ALVES (ADVOGADO)
MARCUS FELIPE BOTELHO PEREIRA (ADVOGADO)
PEDRO OTAVIO ASSAD DE MATTOS SIMOES
(ADVOGADO)
PATRICIA DO AMARAL GURGEL (ADVOGADO)
NEMAN MANCILHA MURAD (ADVOGADO)
ISADORA DE ASSIS E SOUZA (ADVOGADO)
JULIANA CORDEIRO DE FARIA (ADVOGADO)
PEDRO ARTHUR REZECK BRAGA HIBNER (ADVOGADO)
JULIA VIEIRA FROES (ADVOGADO)
BERNARDO CAMPOMIZZI MACHADO (ADVOGADO)
CESAR AUGUSTO MACHADO RODRIGUES (ADVOGADO)
RUBIO CARNEIRO MOREIRA (ADVOGADO)
RUDJERI MONT MOR MESSEDER DE ALVARENGA
(ADVOGADO)
GUILHERME AUGUSTO DE LIMA FRANCA (ADVOGADO)
MAURICIO LUIS SOUZA (ADVOGADO)
BRUNO AUGUSTO DE LIMA (ADVOGADO)
BRUNO VELOSO LAGO (ADVOGADO)
DANIELA CASTELO MARTINS (ADVOGADO)
DAVID GONCALVES DE ANDRADE SILVA (ADVOGADO)
DAVID MASSARA JOANES (ADVOGADO)
FERNANDO AUGUSTO TAVARES COSTA (ADVOGADO)
RIAN NICOLAS RIBEIRO DE SA (ADVOGADO)
FELIPE D AGUIAR ROCHA FERREIRA (ADVOGADO)
JOSE ARNALDO JANSSEN NOGUEIRA (ADVOGADO)
FREDERICO FIGUEIREDO AZEVEDO (ADVOGADO)
UMBERTO LUCAS DE OLIVEIRA FILHO (ADVOGADO)
RENNER SILVA FONSECA (ADVOGADO)
SERVIO TULIO DE BARCELOS (ADVOGADO)
GILSON ISAIAS PEREIRA (ADVOGADO)
EZEQUIEL DE MELO CAMPOS NETTO (ADVOGADO)
ROVENA ROBERTA DA SILVA LOCATELLI DIAS
(ADVOGADO)
ARTUR ANDRADE SANTOS (ADVOGADO)
SERGIO MOURAO CORREA LIMA (ADVOGADO)
ADRIANA ASTUTO PEREIRA (ADVOGADO)
LEONARDO BATTISTE GOMES (ADVOGADO)
FERNANDO ROCHA SARUBI (ADVOGADO)
LUCAS MACEDO TEIXEIRA (ADVOGADO)
ANGELA MARIA RODRIGUES (ADVOGADO)
CAROLINE CAMPOS DE OLIVEIRA (ADVOGADO)
ROMELITA TAVARES SANTOS ALVIM (ADVOGADO)

	<p>LUCIANO GANDRA MARTINS (ADVOGADO) THIAGO AUGUSTO SILVA ANDREZA (ADVOGADO) ROMARIO ESTRELA PEREIRA (ADVOGADO) GERALDO GONCALVES DE OLIVEIRA E ALVES (ADVOGADO) CARLOS MACHADO RODRIGUES (ADVOGADO) ALEXANDRE CAVALCANTE CARNEIRO (ADVOGADO) JOAO MARCOS GUIMARAES MENDONCA (ADVOGADO) RAFAEL RIBEIRO GONCALVES MIRANDA (ADVOGADO) ANDRE DE ALMEIDA RODRIGUES (ADVOGADO) GUSTAVO DE MELO FRANCO TORRES E GONCALVES (ADVOGADO) GUSTAVO CESAR SOUZA NASCIMENTO (ADVOGADO) BRUNA DO VALLE RODRIGUES (ADVOGADO) EDUARDA VASCONCELOS GOMES PINHEIRO MARTINS (ADVOGADO) PATRICIA CAMPOS DE CASTRO VERAS (ADVOGADO) JEAN PIERRE MACHADO SANTIAGO (ADVOGADO) VICTOR APARECIDO SIGOLI (ADVOGADO) NATALIA TAVARES LIMA GIANNASI (ADVOGADO) WILLIAMS FERNANDES SOUSA (ADVOGADO) ALEXANDRE GERETO DE MELLO FARO (ADVOGADO) LUITA MARIA OUREM SABOIA VIEIRA (ADVOGADO) ALEXANDRE MELO BRASIL (ADVOGADO) MARIA VICTORIA BARBOSA BRITO GUIMARAES NASSER (ADVOGADO) FRANCISCO RUGER ANTUNES MACIEL MUSSNICH (ADVOGADO) NELSON BRAGA DE MORAIS (ADVOGADO) DANIEL CESCHIATTI AGRELLO (ADVOGADO) MARCOS VINICIUS GOMES (ADVOGADO) DANIEL HORTA FRANKLIN (ADVOGADO) ALICE VIDAL GOUVEIA (ADVOGADO) RICARDO AMARAL POLONI (ADVOGADO) LUIS FILIPE RACHE SOARES (ADVOGADO) FERNANDO CESAR LOPES GONCALES (ADVOGADO) LUCIANA APARECIDA SARTORI (ADVOGADO) EDUARD TOPIC JUNIOR (ADVOGADO) RICARDO DE MAGALHAES MATTOS (ADVOGADO) CHRISTIANE DA ROCHA BOZOLO (ADVOGADO) ANDREA DITOLVO VELA (ADVOGADO) ANDERSON PONTOGLIO (ADVOGADO) TIAGO LANNI DE OLIVEIRA ARAUJO (ADVOGADO) JADER LUCIO RODRIGUES DE SOUZA (ADVOGADO) CLAUDIA FERRAZ DE MOURA (ADVOGADO) TIAGO ANDRE DE OLIVEIRA (ADVOGADO) RAPHAEL AUGUSTO MAYRINK BRANGIONI (ADVOGADO) ANDREIA FERRARI TORNEIRI (ADVOGADO) MEIRE CRISTINA ROQUE PERDIGAO (ADVOGADO) ANA CRISTINA CALEGARI (ADVOGADO) IONARA GONCALVES LEAL (ADVOGADO) JOSE EDUARDO MARINO FRANCA (ADVOGADO) FLAVIA MARIA PIMENTA BARROSO CHIARI (ADVOGADO) DANIELA NALIO SIGLIANO (ADVOGADO) GUILHERME GUAITOLINI (ADVOGADO) PAULO HENRIQUE CREMONEZE PACHECO (ADVOGADO)</p>
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CAREM RIBEIRO DE SOUZA (ADVOGADO)
ALBERTO SILVA MATOS (ADVOGADO)
BRUNA MARA MORAES DE OLIVEIRA (ADVOGADO)
WELLINGTON RIBEIRO FERREIRA (ADVOGADO)
LUIZ GUILHERME PORTO DE TOLEDO SANTOS
(ADVOGADO)
MARCELO FABIANO GONCALVES (ADVOGADO)
LORENA MICHELE COSTA MOREIRA (ADVOGADO)
CLAUDIA NAHSSSEN DE LACERDA FRANZE (ADVOGADO)
FABIO PERCEGONI DE ANDRADE (ADVOGADO)
ISABELA MACHADO REVERIEGO (ADVOGADO)
SAMUEL EDUARDO TAVARES ULIAN (ADVOGADO)
LUCIANA DE ALMEIDA SIMOES (ADVOGADO)
ELIZABETH ALVES FERNANDES (ADVOGADO)
ANA CLARA MOURTHE MARQUES LAGE (ADVOGADO)
GIOVANNA CORREIA ROSA DA COSTA (ADVOGADO)
TIAGO DE BRITO BUQUERA (ADVOGADO)
RICARDO CASTRO RAMOS (ADVOGADO)
GUSTAVO ANTONIO FERES PAIXAO (ADVOGADO)
MARCOS LINCOLN PADILHA DOS SANTOS (ADVOGADO)
MAURICIO DE OLIVEIRA CAMPOS JUNIOR (ADVOGADO)
RENAN FELIPE WISTUBA (ADVOGADO)
IGOR RANGEL PIRES (ADVOGADO)
MAURICIO GUIMARAES VELOSO (ADVOGADO)
NOEMIA MARIA DE LACERDA SCHUTZ (ADVOGADO)
LARISSA REGINA SOUZA PAGANELLI (ADVOGADO)
NEIL MONTGOMERY (ADVOGADO)
KARENIN MARIA ALVES ANDRADE (ADVOGADO)
ROBERTO AUGUSTO BARCCARO (ADVOGADO)
MANOELLA VIEIRA EMERICK MATTOZO (ADVOGADO)
MAYARA SCAPUCIN GOLINE PEREIRA DA SILVA
(ADVOGADO)
PRISCILA LEITE ALVES PINTO (ADVOGADO)
RAQUEL ANDRES RIBEIRO GRAUNA DE MELO
(ADVOGADO)
SIDINEY DUARTE RIBEIRO (ADVOGADO)
FRANCINE TOLEDO BENTO PEREIRA (ADVOGADO)
RENATA MUNIZ DE SOUZA SANTIAGO (ADVOGADO)
GUILHERME LOPES VICENTE BENDER (ADVOGADO)
RAFAELE ARIEL DO NASCIMENTO SANTOS (ADVOGADO)
SABRINA BORNACKI SALIM MURTA (ADVOGADO)
CHARLES SANT ANA ALVES (ADVOGADO)
STEPHANIE HELENA BERNARDO DA SILVA (ADVOGADO)
DIEGO DE CAMOES GUERRA SILVA (ADVOGADO)
LUCILA COSTA KHOURI (ADVOGADO)
FERNANDO DELFINO DA SILVA NETO (ADVOGADO)
DANILO ALVES DA COSTA JUNIOR (ADVOGADO)
THIAGO GOBBI SERQUEIRA (ADVOGADO)
LEONARDO ADRIANO RIBEIRO DIAS (ADVOGADO)
RITA DE CASSIA OLIVEIRA DOS SANTOS (ADVOGADO)
GUSTAVO SILVERIO DA FONSECA (ADVOGADO)
RONAN EUSTAQUIO DA ROCHA (ADVOGADO)
ELLEN CAROLINA DA SILVA (ADVOGADO)
NICOLAS CORRADI MACHADO (ADVOGADO)
LETICIA DE OLIVEIRA RONCONI (ADVOGADO)
RUBENS WALTER MACHADO FILHO (ADVOGADO)

	ALEX PEREIRA LEUTERIO (ADVOGADO) BIANCA MARTIN PINHEIRO (ADVOGADO) THIAGO PEIXOTO ALVES (ADVOGADO) JULIANA GARCIA MOUSQUER (ADVOGADO) STEPHANY SANT ANA ALVES MIRANDA (ADVOGADO) MARCELO MARQUES DE SOUZA (ADVOGADO) FERNANDO SONCHIM (ADVOGADO) RODRIGO SILVA ALMEIDA (ADVOGADO) FREDERICO PEDRINHA MOCARZEL (ADVOGADO) JOAO ARTUR KOERICH (ADVOGADO) CARLOS AUGUSTO FRANCA NOGUEIRA (ADVOGADO) LAURA LUIZA RODRIGUEZ NUNES (ADVOGADO) HELICIO HONDA (ADVOGADO) LUIS FERNANDO NOGUEIRA MOREIRA (ADVOGADO) ESDRAS ELIOENAI PEDRO PIRES (ADVOGADO)		
INOCENCIO DE PAULA SOCIEDADE DE ADVOGADOS (ADMINISTRADOR(A) JUDICIAL)			
DIDIMO INOCENCIO DE PAULA (ADVOGADO)			
PAOLI BALBINO E BARROS ADMINISTRACAO JUDICIAL LTDA (ADMINISTRADOR(A) JUDICIAL)			
OTAVIO DE PAOLI BALBINO DE ALMEIDA LIMA (ADVOGADO)			
BERNARDO BICALHO SOCIEDADE INDIVIDUAL DE ADVOCACIA (ADMINISTRADOR(A) JUDICIAL)			
BERNARDO BICALHO DE ALVARENGA MENDES (ADVOGADO)			
Ministério Público - MPMG (FISCAL DA LEI)			
WALD ADMINISTRACAO DE FALENCIAS E EMPRESAS EM RECUPERACAO JUDICIAL LTDA (ADMINISTRADOR(A) JUDICIAL)			
ARNOLDO WALD FILHO (ADVOGADO)			
Documentos			
Id.	Data da Assinatura	Documento	Tipo
9997314802	22/09/2023 19:13	Petição	Petição
9997314803	22/09/2023 19:13	Samarco - Election Form - Bondholders	Documento de Comprovação
9997319552	22/09/2023 19:13	Samarco - Election Form - EPP Lenders	Documento de Comprovação

**EXCELENTÍSSIMO SENHOR DOUTOR JUIZ DE DIREITO DA 2ª VARA
EMPRESARIAL DA COMARCA DE BELO HORIZONTE/MG**

Autos nº 5046520-86.2021.8.13.0024

SAMARCO MINERAÇÃO S.A. – EM RECUPERAÇÃO JUDICIAL

(“Samarco” ou “Recuperanda”), já devidamente qualificada nos autos da sua Recuperação Judicial, vem, por seus advogados constituídos, em atenção à cláusula 5.3.2, do Plano de Recuperação Judicial, apresentar os formulários modelo para a realização do *Election* destinado aos titulares das notas que são objeto da Recuperação e de créditos oriundos de *Pre Export Finance Agreements*. Na oportunidade, ressalta que o *Election* terá início em no mínimo 10 (dez) dias úteis após o protocolo desta petição e que os formulários preenchidos somente deverão ser enviados ao Agente de *Election* após o seu início.

Termos em que,
Pede deferimento.

Belo Horizonte, 22 de setembro de 2023.

Daniel Vilas Boas
OAB/MG 74.368

José Murilo Procópio de Carvalho
OAB/MG 23.356

Eduardo Metzker Fernandes
OAB/MG 128.771

Ana Cláudia de Freitas Reis e Martins
OAB/ MG 67.188

Fernanda de F. Gomes
OAB/MG 206.780

Flavio Galdino
OAB/SP 256.441

Isabel Picot
OAB/MG 164.898

Ivana Harter
OAB/RJ 186.719

Samarco Mineração S.A. – Em Recuperação Judicial (the “Debtor”)

4.125% Notes due 2022 (the “2022 Notes”)

(144A: CUSIP No. 79586K AA9 / ISIN No. US79586KAA97 / Common Code 083563770
Reg S: CUSIP No. P84050 AA4 / ISIN No. USP84050AA46 / Common Code 083563745)

5.750% Notes due 2023 (the “2023 Notes”)

(144A: CUSIP No. 79586K AC5 / ISIN No. US79586KAC53 / Common Code 098609962
Reg S: CUSIP No. P84050 AB2 / ISIN No. USP84050AB29 / Common Code 098609997)

5.375% Notes due 2024 (the “2024 Notes”)

(144A: CUSIP No. 79586K AD3 / ISIN No. US79586KAD37 / Common Code 111603898
Reg S: CUSIP No. P84050 AC0 / ISIN No. USP84050AC02 / Common Code 111603898)

NOTEHOLDER ELECTION FORM (“ELECTION FORM”)

Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Debtor’s consensual judicial restructuring plan (*plano de recuperação judicial*) (the “RJ Plan”). The RJ Plan is available at [https://dm.epiq11.com/\[samarco\]](https://dm.epiq11.com/[samarco]) (the “Case Website”).

Pursuant to the RJ Plan, among other things, the 2022 Notes, 2023 Notes, and/or 2024 Notes (the “Existing Notes”) will be exchanged for certain consideration as set forth in Item 1 below (the “RJ Plan Consideration”), as described in clauses 5.3.2, 5.4, 8 and 9 of the RJ Plan, depending on whether or not a holder of the Existing Notes (each a “Noteholder”) makes one of the following elections, as fully described in the RJ Plan and summarized below in Item 1. **Each Noteholder may divide its Unsecured Claim into different portions and select a different option for each portion of its Existing Notes.**

All Noteholders are encouraged to duly make an election on or before [●], 2023 at 5:00 p.m. New York City Time (the “Election Deadline”). To make an election, the Noteholder must cause its commercial bank, bank, broker, dealer, trust company or other nominee (the “DTC Participant”) holding its Existing Notes to deliver such Existing Notes via the Automated Tender Offer Program (“ATOP”) facilities of The Depository Trust Company (“DTC”) on or before the Election Deadline. **Noteholders who do not elect any of the options described in Item 1 below on or before the Election Deadline shall be deemed to have selected the default option pursuant to clause 5.4 of the RJ Plan (the “Default Option”) for purposes of receiving their RJ Plan Consideration as further described in Item 2 below.**

For the avoidance of doubt, in the event of any conflict between this Election Form and the RJ Plan, the RJ Plan shall prevail. Noteholders should refer to the RJ Plan, available on the Case Website, for a full description of each option summarized below.

In making any election, each Noteholder is automatically certifying that it either (i) if submitting a Rule 144A CUSIP, is a “qualified institutional buyer” as defined in Rule 144A under the Securities Act of 1933, as amended (the “Securities Act”), or (ii) if submitting a Regulation S CUSIP, is not a “U.S. person” and is located outside of the United States as defined in Regulation S under the

Noteholder Election Form



Securities Act. No RJ Plan Consideration will be delivered except in compliance with the Securities Act and the rules and regulations thereunder.¹

Noteholders that wish to make an election must provide this completed Election Form to their DTC Participant or follow other instructions required by their DTC Participant with sufficient time to allow such DTC Participant to deliver the Existing Notes via ATOP before the Election Deadline. Each DTC Participant will determine the time by which it must receive any election instruction from a Noteholder. Once submitted into ATOP, the Existing Notes cannot be transferred, and once the Election Deadline has occurred, may not be withdrawn.

By returning this Election Form to your DTC Participant or otherwise following that DTC Participant’s instructions for making an election, you are requesting the DTC Participant to deliver your Existing Notes via ATOP into the relevant election with respect to such Existing Notes. Please allow sufficient time for your DTC Participant to act prior to the Election Deadline.

Withdrawal rights. Prior to the Election Deadline, the Existing Notes may be withdrawn and re-submitted at the Noteholder’s discretion by the DTC Participant. Following the Election Deadline, the Existing Notes may not be withdrawn from ATOP.

Election Instructions to DTC Participant

Item 1: Noteholder Election (*Electing Noteholders should include the Principal Amount of Unsecured Claims exchanged for each of the options selected below. Instructions may be delivered only in principal amounts equal to the minimum denomination of US\$200,000 and integral multiples of US\$1,000 in excess thereof*).

IMPORTANT NOTE: If the aggregate elections of Option B-1 and Option B-2 (together, “Option B”) are less than US\$500,000,000, any election of Option B-1 or Option B-2 by an Electing Noteholder will automatically be deemed to be an election of Option A.

- ☐ **Option A Election:** *Electing Noteholders will receive New Notes in exchange for their Unsecured Claims, as follows:* As set forth in clause 8 of the RJ Plan, Electing Noteholders whose Unsecured Claims are denominated in Dollars may opt to receive new unsecured Dollar-denominated notes maturing June 30, 2031 subject to the terms set forth below and in the RJ Plan (the “New Notes”) in exchange for their Unsecured Claims, and shall use such claims as payment for the New Notes at the ratio set forth in Exhibit X of the RJ Plan. Electing Noteholders electing Option A will receive New Notes in exchange for their Unsecured Claims at the ratio set forth in Exhibit X of the Plan.

PLEASE SEE EXHIBIT A HERETO FOR A MORE COMPLETE DESCRIPTION OF THE OPTION A ELECTION.

CUSIP / ISIN	Principal Amount Exchanged for Option A
2022 144A: 79586KAA9 / US79586KAA97	\$ _____

¹ Noteholders who are unable to make the certification required by the CUSIP held but are able to make the alternative certification should work with their custodian to exchange the CUSIP currently held for the alternative CUSIP prior to making the election.

2022 Reg S: P84050AA4 / USP84050AA46	\$ _____
2023 144A: 79586KAC5 / US79586KAC53	\$ _____
2023 Reg S: P84050AB2 / USP84050AB29	\$ _____
2024 144A: 79586KAD3 / US79586KAD37	\$ _____
2024 Reg S: P84050AC0 / USP84050AC02	\$ _____

- ☐ **Option B-1 Election:** *Electing Noteholders are requesting to receive a portion of the Term Loan in exchange for their Unsecured Claims, WITH Joinder to the “Permitted Payment Mechanism”:* As set forth in clause 9 of the RJ Plan, Electing Noteholders whose Unsecured Claims are denominated in Dollars may opt to receive their *pro rata* share of a term loan maturing on June 30, 2035 subject to the terms set forth below (the “Term Loan”) in exchange for their Unsecured Claims.

Restructuring Option B-1 and the consequent execution of the Term Loan are conditional on election of Option B-1 or Option B-2 by Unsecured Creditors holding, in aggregate, Unsecured Claims in an amount equivalent to at least US\$500,000,000. If such minimum amount of Unsecured Claims to be restructured under Option B is not reached, Noteholders that have elected Option B-1 or Option B-2 shall be deemed to have elected Option A and shall receive the Option A consideration in exchange for their Unsecured Claims at the ratio set forth in Exhibit X of the RJ Plan.

Subject to the immediately preceding paragraph, Noteholders electing Option B-1 will receive their *pro rata* share of the Term Loan in exchange for their Unsecured Claims, equal to the amount of such claims adjusted at the rate of 5.75% p.a., *pro rata*, from July 1, 2023 until the date of issuance of the Term Loan.

Joinder to the Permitted Payments Mechanism (exclusively for Noteholders electing Option B-1): All Unsecured Creditors that elect Option B shall, as a class, decide whether to participate in the Permitted Payment Mechanism, which is described in greater detail in Exhibit A. All Noteholders electing Option B-1 are automatically electing to join the *Permitted Payments Mechanism* pursuant to clauses 9.2 and 12 of the RJ Plan. Please note, however, that elections for Option B-1 and Option B-2 will receive the same treatment under the RJ Plan. If more than 50% of those electing Option B-1 and Option B-2 in the aggregate have selected Option B-1, then *all* Unsecured Claims exchanged for either Option B-1 or B-2 will automatically be considered to have opted to join the Permitted Payment Mechanism. In the foregoing event, as further described in Exhibit A, all of the Noteholders who choose Option B-1 *and* all of the Noteholders who choose Option B-2 will receive their share (*pro rata* with the New Notes) of the Creditor Excess Cash Flow, provided that any payments of Creditor Excess Cash Flow shall retire the Term Loans at a 25% discount to par. However, if less than 50% of those electing Option B-1 and B-2 have selected Option B-1, then the Permitted Payments Mechanism will not be implemented for any Electing Noteholders who choose Option B.

PLEASE SEE EXHIBIT A HERETO FOR A MORE COMPLETE DESCRIPTION OF THE OPTION B-1 ELECTION, INCLUDING THE JOINDER TO THE “PERMITTED PAYMENT MECHANISM”.

Noteholder Election Form



CUSIP / ISIN	Principal Amount Exchanged for Option B-1
2022 144A: 79586KAA9 / US79586KAA97	\$ _____
2022 Reg S: P84050AA4 / USP84050AA46	\$ _____
2023 144A: 79586KAC5 / US79586KAC53	\$ _____
2023 Reg S: P84050AB2 / USP84050AB29	\$ _____
2024 144A: 79586KAD3 / US79586KAD37	\$ _____
2024 Reg S: P84050AC0 / USP84050AC02	\$ _____

- ☐ **Option B-2 Election:** *Electing Noteholders are requesting to receive a portion of the Term Loan in exchange for their Unsecured Claims, WITHOUT Joinder to the “Permitted Payment Mechanism”:* As set forth in clause 9 of the RJ Plan, Electing Noteholders whose Unsecured Claims are denominated in Dollars may opt to receive their *pro rata* share of a term loan maturing on June 30, 2035 subject to the terms set forth below (the “Term Loan”) in exchange for their Unsecured Claims.

Restructuring Option B-2 and the consequent execution of the Term Loan are conditional on election of Option B-1 or Option B-2 by Unsecured Creditors holding, in aggregate, Unsecured Claims in an amount equivalent to at least US\$500,000,000. If such minimum amount of Unsecured Claims to be restructured under Option B is not reached, Electing Noteholders that have elected Option B-1 or Option B-2 shall be deemed to have elected Option A and shall receive the Option A consideration in exchange for their Unsecured Claims at the ratio set forth in Exhibit X of the RJ Plan.

Subject to the immediately preceding paragraph, Noteholders electing Option B-2 will receive their *pro rata* share of the Term Loan in exchange for their Unsecured Claims, equal to the amount of such claims adjusted at the rate of 5.75% p.a., pro rata, from July 1, 2023 until the date of issuance of the Term Loan, but will be deemed NOT to have elected the Permitted Payment Mechanism pursuant to clauses 9.2 and 12 of the RJ Plan. Please note, however, that holders electing Option B-1 and Option B-2 will receive the same treatment under the RJ Plan. If more than 50% of those electing Option B in the aggregate have selected Option B-1, then *all* Unsecured Claims exchanged for either Option B-1 or B-2 will automatically be considered to have opted for Option B-1 and to join the Permitted Payment Mechanism. In the foregoing event, as further described in Exhibit A, all of the Noteholders who choose Option B-1 *and* all of the Noteholders who choose Option B-2 will receive their share (*pro rata* with the New Notes) of the Creditor Excess Cash Flow, provided that any payments of Creditor Excess Cash Flow shall retire the Term Loans at a 25% discount to par. However, if less than 50% of those electing Option B-1 and B-2 have selected Option B-1, then the Permitted Payments Mechanism will not be implemented for any Electing Noteholders who choose Option B.

PLEASE SEE EXHIBIT A HERETO FOR A MORE COMPLETE DESCRIPTION OF THE OPTION B-2 ELECTION

CUSIP / ISIN	Principal Amount Exchanged for Option B-2
2022 144 ^a : 79586KAA9 / US79586KAA97	\$ _____

Noteholder Election Form



2022 Reg S: P84050AA4 / USP84050AA46	\$ _____
2023 144ª: 79586KAC5 / US79586KAC53	\$ _____
2023 Reg S: P84050AB2 / USP84050AB29	\$ _____
2024 144A: 79586KAD3 / US79586KAD37	\$ _____
2024 Reg S: P84050AC0 / USP84050AC02	\$ _____

Item 2. FOR INFORMATION ONLY: Description of the Default Option (NOT an active election option): *Noteholders who do not elect any of the options described in Item 1 above on or before the Election Deadline shall be deemed to have selected the Default Option, as follows:* As set forth in clause 5.4 of the RJ Plan, Noteholders will receive a single, bullet payment of cash on December 31, 2040 in the amount of their Unsecured Claim (the “Default Payment”). For Unsecured Claims denominated in U.S. Dollars and Australian Dollars, interest on the Default Payment will accrue at a 2.5% rate PIK p.a., as of the Petition Date or, in the case of Illiquid Claims, as of the liquidation date through maturity. Interest will be paid as set forth in the RJ Plan. The Default Payment can be repurchased by the Company at any time at an 85% discount.

Item 3: Additional Information Required for Option B-1 and Option B-2

As described in the RJ Plan, the Term Loans will not be distributed through the DTC platform. Therefore, each Electing Noteholder that elects Option B-1 or Option B-2 is required to provide the contact details set forth in Exhibit B hereto, and, when requested following the Election Deadline, provide the Debtor or its agents such Electing Noteholder’s required administrative details (including all customary “know your customer,” anti-money laundering and compliance information and documentation as reasonably requested by the administrative agent under the Term Loans). If a Noteholder makes an election for Option B-1 or Option B-2 but does not provide the relevant contact details, or does not provide the administrative details when requested, then any distribution of Term Loans to such Noteholder will be delayed until the Debtor and its agents receive all necessary registration information from such Electing Noteholder, and such delay will not be considered a default from the Debtor under the RJ Plan; *provided that* any Term Loans not delivered due to failure of a Noteholder to provide the necessary administrative details within the seven (7) months following the Closing Date shall be deemed to have elected the Default Option in accordance with clause 5.4 of the RJ Plan.

Note: The Option B-1 and B-2 Contact Form is attached as Exhibit B hereto and should be returned as directed on the form. Holders with questions about the Election Form or Option B-1 and B-2 Registration Form may email Tabulation@epiqglobal.com, with a reference to “Samarco Noteholder” in the subject line.

Item 4: Certification

By returning this form or related instruction to my DTC Participant, I am instructing the DTC Participant to submit my Existing Notes pursuant to the election option indicated, and I certify that (i) if I am tendering a 144A CUSIP, I am a “qualified institutional buyer” as defined in Rule 144A under the Securities Act, or (ii) if I am tendering a Regulation S CUSIP, I am not a “U.S. person” and am located outside the United States as defined in Regulation S under the Securities Act.

Date: _____

Noteholder Election Form



Holder Name: _____

Authorized signature: _____

Name of Signatory: _____

Title: _____

Address: _____

Telephone Number: _____

Email: _____

EXAMPLE ONLY

Noteholder Election Form



Exhibit A to Election Form

A further description of the Option A Election, Option B-1 Election, and Option B-2 Election are outlined below. Please also review the RJ Plan for full details.

Option A Election: *Electing Noteholders will receive New Notes in exchange for their Unsecured Claims, as follows:* As set forth in clause 8 of the RJ Plan, Electing Noteholders whose Unsecured Claims are denominated in Dollars may opt to receive new unsecured Dollar-denominated notes maturing June 30, 2031 subject to the terms set forth below and in the RJ Plan (the “New Notes”) in exchange for their Unsecured Claims, and shall use such claims as payment for the New Notes at the ratio set forth in Exhibit X of the RJ Plan.

Electing Noteholders electing Option A will receive New Notes in exchange for their Unsecured Claims at the ratio set forth in Exhibit X of the RJ Plan. The terms of the New Notes, include, among others:

- (i) The New Notes will mature on June 30, 2031;
- (ii) The principal amount of the New Notes outstanding will be paid at maturity (except for any early amortization or redemption options);
- (iii) Quarterly interest payments will be made at the following rates:
 - a. From the issue date of the New Notes through December 31, 2023: 9.000% interest rate per annum (“p.a.”), paid in kind (“PIK”);
 - b. From January 1, 2024 through December 31, 2024: 9.000% p.a. PIK;
 - c. From January 1, 2025 through December 31, 2025: 9.000% p.a. PIK;
 - d. From January 1, 2026 through December 31, 2026: 4.000% p.a. in cash; 5.000% p.a. PIK;
 - e. From January 1, 2027 through December 31, 2027: 5.500% p.a. in cash; 3.500% p.a. PIK;
 - f. From January 1, 2028 through December 31, 2028: 9.250% p.a. in cash;
 - g. From January 1, 2029 through December 31, 2029: 9.250% p.a. in cash; and
 - h. From January 1, 2030 until maturity: 9.500% p.a. in cash;
- (iv) The New Notes will be unsecured;
- (v) The New Notes may be redeemed at any time at the sole discretion of Samarco at 100% of the principal amount thereof, plus accrued and unpaid interest thereon;
- (vi) The New Notes have the same priority in payment as the Additional Notes;
- (vii) Certain covenants as set forth in the RJ Plan will be applicable to Samarco and its subsidiaries while the New Notes are outstanding;
- (viii) The New Notes may, as further described in items (ix) and (x) below, receive an annual excess cash flow sweep equal to 50% of the Company’s Excess Cash, as defined in Exhibit IX to the RJ Plan (the “Creditor Excess Cash Flow”);.
- (ix) If the Company has Excess Cash on the last day of any fiscal year (commencing with the fiscal year ending on December 31, 2024), the Company may, at its option, apply the Creditor Excess Cash Flow to make an offer to purchase (i) the New Notes from all holders of the New Notes and (ii) if applicable, to voluntarily prepay the Term Loan, on a *pro rata* basis (relative to the total amount of outstanding New Notes and Term Loan), pursuant to a Reverse Auction to be launched within 15 Business Days following the deadline for delivery of the Company’s annual audited financial statements;
- (x) In the event that (i) a Reverse Auction is held and any Creditor Excess Cash Flow remains outstanding; (ii) a Reverse Auction is held and is unsuccessful, or (iii) Samarco, at its discretion, does not hold a Reverse Auction within the period indicated in the RJ Plan, Samarco shall apply all the remaining Creditor Excess Cash Flow to redeem the New Notes at the price set forth in

Noteholder Election Form



clause 12.1.1.1 of the RJ Plan and, if applicable, prepay the Term Loan at a 25% discount to par, on a *pro rata* basis.

Option B-1 Election: *Electing Noteholders requesting to receive a portion of the Term Loan in exchange for their Unsecured Claims, WITH Joinder to the “Permitted Payment Mechanism”:* As set forth in section 9 of the RJ Plan, Electing Noteholders whose Unsecured Claims are denominated in Dollars may opt to receive their *pro rata* share of a term loan maturing on June 30, 2035 subject to the terms set forth below (the “Term Loan”) in exchange for their Unsecured Claims.

Restructuring Option B-1 and the consequent execution of the Term Loan are conditional on election of Option B-1 or Option B-2 by Unsecured Creditors holding, in aggregate, Unsecured Claims in an amount equivalent to at least US\$500,000,000. If such minimum amount of Unsecured Claims to be restructured under Option B is not reached, Electing Noteholders that have elected Option B-1 or Option B-2 shall be deemed to have elected Option A and shall receive the Option A consideration in exchange for their Unsecured Claims at the ratio set forth in Exhibit X of the RJ Plan.

Subject to the immediately preceding paragraph, Noteholders electing Option B-1 will receive their *pro rata* share of the Term Loan in exchange for their Unsecured Claims, equal to the amount of such claims adjusted at the rate of 5.75% p.a., *pro rata*, from July 1, 2023 until the date of issuance of the Term Loan.

The terms of the Term Loan include:

- (i) The Term Loan will mature on June 30, 2035;
- (ii) Amortization payments of U.S.\$75,000,000 per year will be made starting June 30, 2032, and on June 30 of each year thereafter until maturity;
- (iii) Quarterly interest payments will be made at the following rates:
 - a. From the issuance of the Term Loan until December 31, 2029: 5.750% p.a. PIK; and
 - b. From January 1, 2030 through maturity: 5.000% p.a. in cash;
- (iv) The Term Loan will be unsecured;
- (v) The Term Loan will rank *pari passu* with the New Notes;
- (vi) Certain covenants will be applicable to Samarco and its subsidiaries, substantially equivalent to those set forth in the New Notes until such notes are repaid in full; thereafter, the Term Loan will rank *pari passu* with any financial indebtedness incurred to refinance the New Notes, including with respect to covenants and collateral;
- (vii) Voluntary prepayments are not permitted prior to the repayment of the New Notes in full;
- (viii) In addition to the conditions above, Electing Noteholders may opt to join the Permitted Payments Mechanism described below. If Unsecured Creditors holding more than 50% of all of the Unsecured Claims that are exchanged for the Term Loan have elected Option B-2, thereby opting not to join the Permitted Payment Mechanism, none of the Noteholders that have selected Option B-1 or Option B-2 (i) will take part in Reverse Auctions or early amortizations with Excess Cash Flow; or (ii) will receive any amortization or payment before the New Notes have been repaid in full, refinanced or redeemed, except for the amortization payments indicated in Clause 9.1(ii) of the RJ Plan. On the other hand, if Unsecured Creditors holding more than 50% of all of the Unsecured Claims that are exchanged for the Term Loan have elected Option B-1, thereby opting to join the Permitted Payment Mechanism, all the Noteholders that have selected Option B-2 will be deemed to have joined the Permitted Payments Mechanism.

Joinder to the Permitted Payments Mechanism (exclusively for Noteholders electing Option B-1): All Unsecured Creditors that elect Option B shall, as a class, decide whether to participate in the

Noteholder Election Form



Permitted Payment Mechanism, which is described in greater detail in Exhibit A. If more than 50% of all the Unsecured Claims exchanged in the aggregate for Option B-1 and B-2 are exchanged for Option B-1, then all Unsecured Claims exchanged in the aggregate for Option B-1 and B-2 will be considered to have automatically opted to join the Permitted Payment Mechanism pursuant to clauses 9.2 and 12 of the RJ Plan. As further described below, all of the Noteholders who choose Option B-1 and all of the Noteholders who choose Option B-2 will receive their share (*pro rata* with the New Notes) of the Creditor Excess Cash Flow, provided that any payments of Creditor Excess Cash Flow shall retire the Term Loans at a 25% discount to par.

The terms of the Permitted Payments Mechanism include:

- (i) If the Company has Excess Cash on the last day of any fiscal year (commencing with the fiscal year ending on December 31, 2024), the Company may, at its option, apply the Creditor Excess Cash Flow to make an offer to purchase (i) the New Notes from all holders of the New Notes and (ii) to voluntarily prepay the Term Loan, on a *pro rata* basis (relative to the total amount of outstanding New Notes and Term Loans), pursuant to a Reverse Auction to be launched within 15 Business Days following the deadline for delivery of the Company's annual audited financial statements;
- (ii) In the event that (i) a Reverse Auction is held and any Creditor Excess Cash Flow remains outstanding; (ii) a Reverse Auction is held and is unsuccessful, or (iii) Samarco, at its discretion, does not hold a Reverse Auction within the period indicated in clause 12.1.1.1 of the RJ Plan, Samarco shall apply all the remaining Creditor Excess Cash Flow to redeem the New Notes at the price set forth in the RJ Plan and prepay the Term Loan at a 25% discount to par, on a *pro rata* basis;

Option B-2 Election: *Electing Noteholders are requesting to receive a portion of the Term Loan in exchange for their Unsecured Claims, WITHOUT Joinder to the "Permitted Payment Mechanism":* As set forth in section 9 of the RJ Plan, Electing Noteholders whose Unsecured Claims are denominated in Dollars may opt to receive their *pro rata* share of a term loan maturing on June 30, 2035 subject to the terms set forth below (the "Term Loan") in exchange for their Unsecured Claims.

Restructuring Option B-2 and the consequent execution of the Term Loan are conditional on election of Option B-1 or Option B-2 by Unsecured Creditors holding, in aggregate, Unsecured Claims in an amount equivalent to at least US\$500,000,000. If such minimum amount of Unsecured Claims to be restructured under Option B is not reached, Electing Noteholders that have elected Option B-1 or Option B-2 shall be deemed to have elected Option A and shall receive the Option A consideration in exchange for their Unsecured Claims at the ratio set forth in Exhibit X of the RJ Plan.

Subject to the immediately preceding paragraph, Electing Noteholders electing Option B-2 will receive their *pro rata* share of the Term Loan in exchange for their Unsecured Claims, equal to the amount of such claims adjusted at the rate of 5.75% p.a., *pro rata*, from July 1, 2023 until the date of issuance of the Term Loan, but will be deemed NOT to have elected the Permitted Payment Mechanism. Please note that if Unsecured Creditors holding more than 50% of all of the Unsecured Claims that are exchanged for the Term Loan have elected Option B-1, thereby opting to join the Permitted Payment Mechanism pursuant to clauses 9.2 and 12 of the RJ Plan (and as further described in Exhibit A), all of the Noteholders who choose Option B-1 and all of the Noteholders who choose Option B-2 will receive their share (*pro rata* with the New Notes) of the Creditor Excess Cash Flow, provided that any payments of Creditor Excess Cash Flow shall retire the Term Loans at a 25% discount to par.

The terms of the Term Loan include:

Noteholder Election Form



- (i) The Term Loan will mature on June 30, 2035;
- (ii) Amortization payments of U.S.\$75,000,000 per year will be made starting June 30, 2032, and on June 30 of each year thereafter until maturity;
- (iii) Quarterly interest payments will be made at the following rates:
 - a. From the issuance of the Term Loan until December 31, 2029: 5.750% p.a. PIK; and
 - b. From January 1, 2030 through maturity: 5.000% p.a. in cash;
- (iv) The Term Loan will be unsecured;
- (v) The Term Loan will rank *pari passu* with the New Notes;
- (vi) Certain covenants will be applicable to Samarco and its subsidiaries, substantially equivalent to those set forth in the New Notes until such notes are repaid in full; thereafter, the Term Loan will rank *pari passu* with any financial indebtedness incurred to refinance the New Notes, including with respect to covenants and collateral;
- (vii) Voluntary prepayments are not permitted prior to the repayment of the New Notes in full;
- (viii) In addition to the conditions above, Noteholders may opt to join the Permitted Payments Mechanism described below. If Unsecured Creditors holding more than 50% of all of the Unsecured Claims that are exchanged for the Term Loan have elected Option B-2, thereby opting not to join the Permitted Payment Mechanism, none of the Noteholders that have selected Option B-1 or Option B-2 (i) will take part in Reverse Auctions or early amortizations with Excess Cash Flow; or (ii) will receive any amortization or payment before the New Notes have been repaid in full, refinanced or redeemed, except for the amortization payments indicated in Clause 9.1(ii) of the RJ Plan. On the other hand, if Unsecured Creditors holding more than 50% of all of the Unsecured Claims that are exchanged for the Term Loan have elected Option B-1, thereby opting to join the Permitted Payment Mechanism, all the Noteholders that have selected Option B-2 will be deemed to have joined the Permitted Payments Mechanism.

Noteholder Election Form



Exhibit B to Election Form
OPTION B-1 AND B-2 CONTACT DETAILS

All holders who selected Option B-1 or Option B-2 must complete the Option B-1 and B-2 Contact Details below and return in a PDF attachment via email to Tabulation@epiqglobal.com, with a reference to “Samarco Noteholder Contact Details” in the subject line by 5:00 p.m. on the business day following the Election Deadline.

1. LIST VOLUNTARY OFFER INSTRUCTION (“VOI”) NUMBER(S) TENDERED:

2. CONTACT PERSON FROM WHOM ADMINISTRATIVE DETAILS SHOULD BE REQUESTED:

Contact Name:	
Contact Telephone Number:	
Contact Email Address(es):	

Noteholder Election Form

Samarco Mineração S.A. – Em Recuperação Judicial (the “Debtor”)

“EPP Facilities” – each as defined in Exhibit C hereto

- The Club Deal
- The HSBC Bilat
- The Mizuho Bilat
- The BTMU Bilat
- The BAML Bilat
- The NEXI 2012
- The NEXI 2010

EPP CLAIM ELECTION FORM (“ELECTION FORM”)

Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Debtor’s consensual judicial restructuring plan (*plano de recuperação judicial*) (the “RJ Plan”). The RJ Plan is available at [https://dm.epiq11.com/\[samarco\]](https://dm.epiq11.com/[samarco]) (the “Case Website”).

Pursuant to the RJ Plan, among other things, Claims arising from the EPP Facilities (“EPP Claims”) will be exchanged for certain consideration as set forth in Item 1 below (the “RJ Plan Consideration”), as described in clauses 5.3.2, 5.4, 8 and 9 of the RJ Plan, depending on whether or not an EPP Claimholder (as defined herein) makes one of the following elections, as fully described in the RJ Plan and summarized below in Item 1. For purposes of participating in the election process, an “EPP Claimholder” is a holder of an EPP Claim who (a) is on the EPP Election List¹ or (b) completes and submits a transfer acknowledgment form (the “Assignment Acknowledgement Form”), the form of which is published on the Case Website, in accordance with the terms thereof.

Each EPP Claimholder may divide its EPP Claims into different portions and select a different option for, and/or designate a different Final Beneficiary with respect to, each portion of its EPP Claims. Each EPP Claimholder may also nominate another party to be the Final Beneficiary with respect to its EPP Claims (in whole or in part) by listing such designee’s name in Item 4 hereto and on the DWAC Instruction Form attached hereto as Exhibit B. A single Election Form cannot have more than one Final Beneficiary.

All EPP Claimholders are encouraged to duly make an election on or before [●], 2023 at 5:00 p.m. New York City Time (the “Election Deadline”). To make an election, each EPP Claimholder must provide this completed Election Form (and any DWAC Instruction Form) to the Agent on or before the Election Deadline in accordance with the instructions in Item 5. **EPP Claimholders who do not elect any of the options described in Item 1 below on or before the Election Deadline shall be deemed to have selected the default option pursuant to clause 5.4 of the RJ Plan (the “Default Option”) for purposes of receiving their RJ Plan Consideration, as further described in Item 2 below.**

¹ Samarco will publish an updated list containing the EPP Claimholders recorded in the RJ as of the date thereof (such list, the “EPP Election List”) on its website (<https://www.samarco.com/judicial-reorganization-internal/?lang=en>) and the Case Website.

EPP Facilities Election Form



For the avoidance of doubt, in the event of any conflict between this Election Form and the RJ Plan, the RJ Plan shall prevail. EPP Claimholders should refer to the RJ Plan, available on the Case Website, for a full description of each of the options summarized below.

Withdrawal rights. Prior to the Election Deadline, the EPP Claimholder’s election instructions may be (a) withdrawn upon notice to the Agent from such EPP Claimholder or (b) changed at such EPP Claimholder’s discretion by submitting a later-dated Election Form. Following the Election Deadline, the EPP Claimholder’s election instructions may not be withdrawn or changed.

Election Instructions to the Agent

Item 1: EPP Claimholder Election

(Electing EPP Claimholders should include the Principal Amount of Unsecured Claims exchanged for each of the options selected below).

IMPORTANT NOTE: If the aggregate elections of Option B-1 and Option B-2 (together, “**Option B**”) are less than US\$500,000,000, any election of Option B-1 or Option B-2 by an electing EPP Claimholder will automatically be deemed to be an election of Option A (a “**Deemed Option A Election**”).

- ☐ **Option A Election:** *Final Beneficiaries will receive New Notes in exchange for Unsecured Claims, as follows:* As set forth in clause 8 of the RJ Plan, electing EPP Claimholders whose Unsecured Claims are denominated in Dollars may opt to receive new unsecured Dollar-denominated notes maturing June 30, 2031 subject to the terms set forth below and in the RJ Plan (the “**New Notes**”) in exchange for Unsecured Claims, and shall use such claims as payment for the New Notes at the ratio set forth in Exhibit X of the RJ Plan. Final Beneficiaries for whom Option A is elected will receive New Notes in exchange for their Unsecured Claims at the ratio set forth in Exhibit X of the Plan.

PLEASE SEE EXHIBIT A HERETO FOR A MORE COMPLETE DESCRIPTION OF THE OPTION A ELECTION.

EPP Facility	Principal Amount Exchanged for Option A
The Club Deal	\$ _____
The HSBC Bilat	\$ _____
The Mizuho Bilat	\$ _____
The BTMU Bilat	\$ _____
The BAML Bilat	\$ _____
The NEXI 2012	\$ _____
The NEXI 2010	\$ _____



CONTACT PERSON FROM WHOM ADMINISTRATIVE DETAILS SHOULD BE REQUESTED (MUST BE PROVIDED IF YOU ARE MAKING THE OPTION B-1 OR OPTION B-2 ELECTION BELOW):

Contact Name: _____

Contact Telephone Number: _____

Contact Email Address(es): _____

- ☐ **Option B-1 Election:** *Final Beneficiaries are requesting to receive a portion of the Term Loan in exchange for Unsecured Claims, WITH Joinder to the “Permitted Payment Mechanism”:* As set forth in clause 9 of the RJ Plan, electing EPP Claimholders whose Unsecured Claims are denominated in Dollars may opt for their Final Beneficiaries to receive their *pro rata* share of a term loan maturing on June 30, 2035 subject to the terms set forth below (the “Term Loan”) in exchange for Unsecured Claims.

Restructuring Option B-1 and the consequent execution of the Term Loan are conditional on election of Option B-1 or Option B-2 by Unsecured Creditors holding, in aggregate, Unsecured Claims in an amount equivalent to at least US\$500,000,000. If such minimum amount of Unsecured Claims to be restructured under Option B is not reached, elections submitted for Option B-1 or Option B-2 shall be deemed to be elections for Option A, and such Final Beneficiaries shall receive the Option A consideration in exchange for Unsecured Claims at the ratio set forth in Exhibit X of the RJ Plan.

Subject to the immediately preceding paragraph, Final Beneficiaries for whom Option B-1 is elected will receive their *pro rata* share of the Term Loan in exchange for Unsecured Claims, equal to the amount of such claims adjusted at the rate of 5.75% p.a., *pro rata*, from July 1, 2023 until the date of issuance of the Term Loan.

Joinder to the Permitted Payment Mechanism (exclusively for EPP Claimholders electing Option B-1): All Unsecured Creditors that elect Option B shall, as a class, decide whether to participate in the Permitted Payment Mechanism, which is described in greater detail in Exhibit A. All EPP Claimholders electing Option B-1 are automatically electing to join the *Permitted Payments Mechanism* pursuant to clauses 9.2 and 12 of the RJ Plan. Please note, however, that elections for Option B-1 and Option B-2 will receive the same treatment under the RJ Plan. If more than 50% of those electing Option B-1 and Option B-2 in the aggregate have selected Option B-1, then all Unsecured Claims exchanged for either Option B-1 or B-2 will automatically be considered to have opted for Option B-1 and to join the Permitted Payment Mechanism. In the foregoing event, as further described in Exhibit A, all Final Beneficiaries for whom Option B-1 was chosen and all Final Beneficiaries for whom Option B-2 was chosen will receive their share (*pro rata* with the New Notes) of the Creditor Excess Cash Flow, provided that any payments of Creditor Excess Cash Flow shall retire the Term Loans at a 25% discount to par. However, if less than 50% of those electing Option B-1 and B-2 have selected Option B-1, then the Permitted Payment Mechanism will not be implemented for any Final Beneficiaries for whom Option B was chosen.

PLEASE SEE EXHIBIT A HERETO FOR A MORE COMPLETE DESCRIPTION OF THE OPTION B-1 ELECTION, INCLUDING THE JOINDER TO THE “PERMITTED PAYMENT MECHANISM”.

EPP Facilities Election Form

EPP Facility	Principal Amount Exchanged for Option B-1
The Club Deal	\$ _____
The HSBC Bilat	\$ _____
The Mizuho Bilat	\$ _____
The BTMU Bilat	\$ _____
The BAML Bilat	\$ _____
The NEXI 2012	\$ _____
The NEXI 2010	\$ _____

- ☐ **Option B-2 Election:** *Final Beneficiaries are requesting to receive a portion of the Term Loan in exchange for Unsecured Claims, WITHOUT Joinder to the “Permitted Payment Mechanism”:* As set forth in clause 9 of the RJ Plan, electing EPP Claimholders whose Unsecured Claims are denominated in Dollars may opt for their Final Beneficiaries to receive their *pro rata* share of a term loan maturing on June 30, 2035 subject to the terms set forth below (the “Term Loan”) in exchange for Unsecured Claims.

Restructuring Option B-2 and the consequent execution of the Term Loan are conditional on election of Option B-1 or Option B-2 by Unsecured Creditors holding, in aggregate, Unsecured Claims in an amount equivalent to at least US\$500,000,000. If such minimum amount of Unsecured Claims to be restructured under Option B is not reached, elections submitted for Option B-1 or Option B-2 shall be deemed to be elections for Option A, and such Final Beneficiaries shall receive the Option A consideration in exchange for Unsecured Claims at the ratio set forth in Exhibit X of the RJ Plan.

Subject to the immediately preceding paragraph, Final Beneficiaries for whom Option B-2 was elected will receive their *pro rata* share of the Term Loan in exchange for Unsecured Claims, equal to the amount of such claims adjusted at the rate of 5.75% p.a., *pro rata*, from July 1, 2023 until the date of issuance of the Term Loan, but will be deemed NOT to have elected the Permitted Payment Mechanism pursuant to clauses 9.2 and 12 of the RJ Plan. Please note, however, that elections for Option B-1 and Option B-2 will receive the same treatment under the RJ Plan. If more than 50% of those electing Option B in the aggregate have selected Option B-1, then all Unsecured Claims exchanged for either Option B-1 or B-2 will automatically be considered to have opted for Option B-1 and to join the Permitted Payment Mechanism. In the foregoing event, as further described in Exhibit A, all Final Beneficiaries for whom Option B-1 was chosen and all Final Beneficiaries for whom Option B-2 was chosen will receive their share (*pro rata* with the New Notes) of the Creditor Excess Cash Flow, provided that any payments of Creditor Excess Cash Flow shall retire the Term Loans at a 25% discount to par. However, if less than 50% of those electing Option B-1 and B-2 have selected Option B-1, then the Permitted Payment Mechanism will not be implemented for any Final Beneficiaries for whom Option B was chosen.

PLEASE SEE EXHIBIT A HERETO FOR A MORE COMPLETE DESCRIPTION OF THE OPTION B-2 ELECTION

EPP Facilities Election Form



EPP Facility	Principal Amount Exchanged for Option B-2
The Club Deal	\$ _____
The HSBC Bilat	\$ _____
The Mizuho Bilat	\$ _____
The BTMU Bilat	\$ _____
The BAML Bilat	\$ _____
The NEXI 2012	\$ _____
The NEXI 2010	\$ _____

Item 2. FOR INFORMATION ONLY: Description of the Default Option (NOT an active election option): *EPP Claimholders who do not elect any of the options described in Item 1 above on or before the Election Deadline shall be deemed to have selected the Default Option, as follows:* As set forth in clause 5.4 of the RJ Plan, EPP Claimholders will receive a single, bullet payment of cash on December 31, 2040 in the amount of their Unsecured Claim (the “Default Payment”). For Unsecured Claims denominated in U.S. Dollars and Australian Dollars, interest on the Default Payment will accrue at a 2.5% rate PIK p.a., as of the Petition Date or, in the case of Illiquid Claims, as of the liquidation date through maturity. Interest will be paid as set forth in the RJ Plan. The Default Payment can be repurchased by the Company at any time at an 85% discount.

Item 3: Additional Information Required for ALL Options

As described in the RJ Plan, the New Notes will be distributed exclusively through The Depository Trust Company (“DTC”). Therefore, each Final Beneficiary for whom Option A or Option B is elected (in the latter instance, in case of a Deemed Option A Election) must provide the DTC delivery details set forth in Exhibit B. If an EPP Claimholder makes an election for Option A (or is deemed to do so under Option B) but does not provide the relevant delivery details, then any distribution of New Notes to such Final Beneficiary will be delayed until the Debtor and its agents receive all necessary delivery details for such Final Beneficiary, and such delay will not be considered a default by the Debtor under the RJ Plan; *provided that* any New Notes not delivered due to failure of an EPP Claimholder to provide the necessary delivery details within the seven (7) months following the Closing Date shall be deemed to have elected the Default Option in accordance with clause 5.4 of the RJ Plan.

Note: The DWAC Instruction Form is attached hereto as Exhibit B. Holders with questions about the Election Form or the DWAC Instruction Form may email Tabulation@epiglobal.com, with a reference to “Samarco EPP” in the subject line.

Item 4: Additional Information Required for Option B-1 and Option B-2

As described in the RJ Plan, the Term Loans will not be distributed through the DTC platform. Therefore, if Option B-1 or Option B-2 is elected on this Election Form, this Election Form must include contact details in Item 1 above. If requested following the Election Deadline, the Final Beneficiary must also provide the Debtor or its agents any administrative details required by the Term Loan’s administrative agent in its reasonable discretion (e.g., all customary “know your customer,” anti-money laundering and compliance information and documentation). If Option B-1 or Option B-2 is elected on this Election Form but the relevant contact details are not provided, or if the Final Beneficiary does not provide the administrative

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details to the extent requested, then any distribution of Term Loans to such Final Beneficiary will be delayed until the Debtor and its agents receive all necessary registration information from such Final Beneficiary, and such delay will not be considered a default from the Debtor under the RJ Plan; provided that if Term Loans are not delivered due to failure of an EPP Claimholder or Final Beneficiary to provide the necessary administrative details within the seven (7) months following the Closing Date, it shall be deemed that the Default Option was elected for such Final Beneficiary in accordance with clause 5.4 of the RJ Plan.

Item 5: Certification

By returning this completed Election Form to the Agent, I am instructing the Agent to record my EPP Claims election pursuant to the option indicated herein.

Date: _____

EPP Claimholder Name: _____

Final Beneficiary Name: _____

Authorized signature: _____

Name of Signatory: _____

Title: _____

Address: _____

Telephone Number: _____

Email: _____

Item 6: Instructions for Return of Election Form

Election Deadline: On or before 5:00 p.m. New York City Time on [●], 2023.

Instructions: The completed Election Form (and any DWAC Instruction Form) should be returned in a scanned PDF file to the Agent via email to Tabulation@epiqglobal.com, with a reference to “Samarco EPP” in the subject line.

EPP Facilities Election Form

Exhibit A to Election Form

A further description of the Option A Election, Option B-1 Election, and Option B-2 Election are outlined below. Please also review the RJ Plan for full details.

Option A Election: *Final Beneficiaries will receive New Notes in exchange for Unsecured Claims, as follows:* As set forth in clause 8 of the RJ Plan, electing EPP Claimholders whose Unsecured Claims are denominated in Dollars may opt for their Final Beneficiaries to receive new unsecured Dollar-denominated notes maturing June 30, 2031 subject to the terms set forth below and in the RJ Plan (the “New Notes”) in exchange for Unsecured Claims, and shall use such claims as payment for the New Notes at the ratio set forth in Exhibit X of the RJ Plan.

Final Beneficiaries for whom Option A is elected will receive New Notes in exchange for Unsecured Claims at the ratio set forth in Exhibit X of the RJ Plan. The terms of the New Notes, include, among others:

- (i) The New Notes will mature on June 30, 2031;
- (ii) The principal amount of the New Notes outstanding will be paid at maturity (except for any early amortization or redemption options);
- (iii) Quarterly interest payments will be made at the following rates:
 - a. From the issue date of the New Notes through December 31, 2023: 9.000% interest rate per annum (“p.a.”), paid in kind (“PIK”);
 - b. From January 1, 2024 through December 31, 2024: 9.000% p.a. PIK;
 - c. From January 1, 2025 through December 31, 2025: 9.000% p.a. PIK;
 - d. From January 1, 2026 through December 31, 2026: 4.000% p.a. in cash; 5.000% p.a. PIK;
 - e. From January 1, 2027 through December 31, 2027: 5.500% p.a. in cash; 3.500% p.a. PIK;
 - f. From January 1, 2028 through December 31, 2028: 9.250% p.a. in cash;
 - g. From January 1, 2029 through December 31, 2029: 9.250% p.a. in cash; and
 - h. From January 1, 2030 until maturity: 9.500% p.a. in cash;
- (iv) The New Notes will be unsecured;
- (v) The New Notes may be redeemed at any time at the sole discretion of Samarco at 100% of the principal amount thereof, plus accrued and unpaid interest thereon;
- (vi) The New Notes have the same priority in payment as the Additional Notes;
- (vii) Certain covenants as set forth in the RJ Plan will be applicable to Samarco and its subsidiaries while the New Notes are outstanding;
- (viii) The New Notes may, as further described in items (ix) and (x) below, receive an annual excess cash flow sweep equal to 50% of the Company’s Excess Cash, as defined in Exhibit IX to the RJ Plan (the “Creditor Excess Cash Flow”);.
- (ix) If the Company has Excess Cash on the last day of any fiscal year (commencing with the fiscal year ending on December 31, 2024), the Company may, at its option, apply the Creditor Excess Cash Flow to make an offer to purchase (i) the New Notes from all holders of the New Notes and (ii) if applicable, to voluntarily prepay the Term Loan, on a *pro rata* basis (relative to the total amount of outstanding New Notes and Term Loan), pursuant to a Reverse Auction to be launched within 15 Business Days following the deadline for delivery of the Company’s annual audited financial statements;
- (x) In the event that (i) a Reverse Auction is held and any Creditor Excess Cash Flow remains outstanding; (ii) a Reverse Auction is held and is unsuccessful, or (iii) Samarco, at its discretion, does not hold a Reverse Auction within the period indicated in the RJ Plan, Samarco shall apply all the remaining Creditor Excess Cash Flow to redeem the New Notes at the price set forth in

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clause 12.1.1.1 of the RJ Plan and, if applicable, prepay the Term Loan at a 25% discount to par, on a *pro rata* basis.

Option B-1 Election: *Final Beneficiaries are requesting to receive a portion of the Term Loan in exchange for Unsecured Claims, WITH Joinder to the “Permitted Payment Mechanism”:* As set forth in clause 9 of the RJ Plan, Electing EPP Claimholders whose Unsecured Claims are denominated in Dollars may opt for their Final Beneficiaries to receive their *pro rata* share of a term loan maturing on June 30, 2035 subject to the terms set forth below (the “Term Loan”) in exchange for Unsecured Claims.

Restructuring Option B-1 and the consequent execution of the Term Loan are conditional on election of Option B-1 or Option B-2 by Unsecured Creditors holding, in aggregate, Unsecured Claims in an amount equivalent to at least US\$500,000,000. If such minimum amount of Unsecured Claims to be restructured under Option B is not reached, elections submitted for Option B-1 or Option B-2 shall be deemed to be elections for Option A, and such Final Beneficiaries shall receive the Option A consideration in exchange for Unsecured Claims at the ratio set forth in Exhibit X of the RJ Plan.

Subject to the immediately preceding paragraph, Final Beneficiaries for whom Option B-1 is elected will receive their *pro rata* share of the Term Loan in exchange for Unsecured Claims, equal to the amount of such claims adjusted at the rate of 5.75% p.a., *pro rata*, from July 1, 2023 until the date of issuance of the Term Loan.

The terms of the Term Loan include:

- (i) The Term Loan will mature on June 30, 2035;
- (ii) Amortization payments of U.S.\$75,000,000 per year will be made starting June 30, 2032, and on June 30 of each year thereafter until maturity;
- (iii) Quarterly interest payments will be made at the following rates:
 - a. From the issuance of the Term Loan until December 31, 2029: 5.750% p.a. PIK; and
 - b. From January 1, 2030 through maturity: 5.000% p.a. in cash;
- (iv) The Term Loan will be unsecured;
- (v) The Term Loan will rank *pari passu* with the New Notes;
- (vi) Certain covenants will be applicable to Samarco and its subsidiaries, substantially equivalent to those set forth in the New Notes until such notes are repaid in full; thereafter, the Term Loan will rank *pari passu* with any financial indebtedness incurred to refinance the New Notes, including with respect to covenants and collateral;
- (vii) Voluntary prepayments are not permitted prior to the repayment of the New Notes in full;
- (viii) In addition to the conditions above, electing EPP Claimholders may opt to join the Permitted Payment Mechanism described below. If Unsecured Creditors holding more than 50% of all of the Unsecured Claims that are exchanged for the Term Loan have elected Option B-2, thereby opting not to join the Permitted Payment Mechanism, none of the Final Beneficiaries for whom Option B-1 or Option B-2 was selected (i) will take part in Reverse Auctions or early amortizations with Excess Cash Flow; or (ii) will receive any amortization or payment before the New Notes have been repaid in full, refinanced or redeemed, except for the amortization payments indicated in Clause 9.1(ii) of the RJ Plan. On the other hand, if Unsecured Creditors holding more than 50% of all of the Unsecured Claims that are exchanged for the Term Loan have elected Option B-1, thereby opting to join the Permitted Payment Mechanism, all of the Final Beneficiaries for whom Option B-2 was selected will be deemed to have joined the Permitted Payment Mechanism.

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Joinder to the Permitted Payment Mechanism (exclusively for Final Beneficiaries for whom Option B-1 is selected):

All Unsecured Creditors that elect Option B shall, as a class, decide whether to participate in the Permitted Payment Mechanism, which is described in greater detail in Exhibit A. If more than 50% of all the Unsecured Claims exchanged in the aggregate for Option B-1 and B-2 are exchanged for Option B-1, then all Unsecured Claims exchanged in the aggregate for Option B-1 and B-2 will be considered to have automatically opted to join the Permitted Payment Mechanism pursuant to clauses 9.2 and 12 of the RJ Plan. As further described below, all Final Beneficiaries for whom Option B-1 or Option B-2 was selected will receive their share (*pro rata* with the New Notes) of the Creditor Excess Cash Flow, provided that any payments of Creditor Excess Cash Flow shall retire the Term Loans at a 25% discount to par.

The terms of the Permitted Payment Mechanism include:

- (i) If the Company has Excess Cash on the last day of any fiscal year (commencing with the fiscal year ending on December 31, 2024), the Company may, at its option, apply the Creditor Excess Cash Flow to make an offer to purchase (i) the New Notes from all holders of the New Notes and (ii) to voluntarily prepay the Term Loan, on a *pro rata* basis (relative to the total amount of outstanding New Notes and Term Loans), pursuant to a Reverse Auction to be launched within 15 Business Days following the deadline for delivery of the Company's annual audited financial statements;
- (ii) In the event that (i) a Reverse Auction is held and any Creditor Excess Cash Flow remains outstanding; (ii) a Reverse Auction is held and is unsuccessful, or (iii) Samarco, at its discretion, does not hold a Reverse Auction within the period indicated in clause 12.1.1.1 of the RJ Plan, Samarco shall apply all the remaining Creditor Excess Cash Flow to redeem the New Notes at the price set forth in the RJ Plan and prepay the Term Loan at a 25% discount to par, on a *pro rata* basis;

Option B-2 Election: *Final Beneficiaries are requesting to receive a portion of the Term Loan in exchange for Unsecured Claims, WITHOUT Joinder to the "Permitted Payment Mechanism":* As set forth in clause 9 of the RJ Plan, electing EPP Claimholders whose Unsecured Claims are denominated in Dollars may opt for their Final Beneficiaries to receive their *pro rata* share of a term loan maturing on June 30, 2035 subject to the terms set forth below (the "Term Loan") in exchange for Unsecured Claims.

Restructuring Option B-2 and the consequent execution of the Term Loan are conditional on election of Option B-1 or Option B-2 by Unsecured Creditors holding, in aggregate, Unsecured Claims in an amount equivalent to at least US\$500,000,000. If such minimum amount of Unsecured Claims to be restructured under Option B is not reached, elections submitted for Option B-1 or Option B-2 shall be deemed to be elections for Option A, and such Final Beneficiaries shall receive the Option A consideration in exchange for Unsecured Claims at the ratio set forth in Exhibit X of the RJ Plan.

Subject to the immediately preceding paragraph, Final Beneficiaries for whom Option B-2 was elected will receive their *pro rata* share of the Term Loan in exchange for Unsecured Claims, equal to the amount of such claims adjusted at the rate of 5.75% p.a., *pro rata*, from July 1, 2023 until the date of issuance of the Term Loan, but will be deemed NOT to have elected the Permitted Payment Mechanism. Please note that if Unsecured Creditors holding more than 50% of all of the Unsecured Claims that are exchanged for the Term Loan have elected Option B-1, thereby opting to join the Permitted Payment Mechanism pursuant to clauses 9.2 and 12 of the RJ Plan (and as further described in Exhibit A), all Final Beneficiaries for whom Option B-1 was chosen and all Final Beneficiaries for whom Option B-2 was chosen will receive their share (*pro rata* with the New Notes) of the Creditor Excess Cash Flow,

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provided that any payments of Creditor Excess Cash Flow shall retire the Term Loans at a 25% discount to par.

The terms of the Term Loan include:

- (i) The Term Loan will mature on June 30, 2035;
- (ii) Amortization payments of U.S.\$75,000,000 per year will be made starting June 30, 2032, and on June 30 of each year thereafter until maturity;
- (iii) Quarterly interest payments will be made at the following rates:
 - a. From the issuance of the Term Loan until December 31, 2029: 5.750% p.a. PIK; and
 - b. From January 1, 2030 through maturity: 5.000% p.a. in cash;
- (iv) The Term Loan will be unsecured;
- (v) The Term Loan will rank *pari passu* with the New Notes;
- (vi) Certain covenants will be applicable to Samarco and its subsidiaries, substantially equivalent to those set forth in the New Notes until such notes are repaid in full; thereafter, the Term Loan will rank *pari passu* with any financial indebtedness incurred to refinance the New Notes, including with respect to covenants and collateral;
- (vii) Voluntary prepayments are not permitted prior to the repayment of the New Notes in full;
- (viii) In addition to the conditions above, electing EPP Claimholders may opt to join the Permitted Payments Mechanism described below. If Unsecured Creditors holding more than 50% of all of the Unsecured Claims that are exchanged for the Term Loan have elected Option B-2, thereby opting not to join the Permitted Payment Mechanism, none of the Final Beneficiaries for whom Option B-1 or Option B-2 was selected (i) will take part in Reverse Auctions or early amortizations with Excess Cash Flow; or (ii) will receive any amortization or payment before the New Notes have been repaid in full, refinanced or redeemed, except for the amortization payments indicated in Clause 9.1(ii) of the RJ Plan. On the other hand, if Unsecured Creditors holding more than 50% of all of the Unsecured Claims that are exchanged for the Term Loan have elected Option B-1, thereby opting to join the Permitted Payment Mechanism, all of the Final Beneficiaries for whom Option B-2 was selected will be deemed to have joined the Permitted Payment Mechanism.

EPP Facilities Election Form



Exhibit B to Election Form
DWAC INSTRUCTION FORM

The information required by the DWAC Instruction Form is outlined below.

1. Certification regarding the entity receiving the New Notes

The electing EPP Claimholder certifies that the Final Beneficiary is (check one box below):

- ☐ A “qualified institutional buyer” as defined in Rule 144A under the Securities Act of 1933, as amended (the “Securities Act”), or
- ☐ Not a “U.S. person” and is located outside of the United States as defined in Regulation S under the Securities Act.

No RJ Plan Consideration will be delivered except in compliance with the Securities Act and the rules and regulations thereunder.

2. Details for the entity and DTC Participant to receive the New Notes via “Deposit or Withdrawal at Custodian” (“DWAC”) Deposit:

Entity Name Receiving New Notes	
Entity CONTACT Name	
Entity CONTACT Phone	
Entity CONTACT Email	
DTC Participant Name	
DTC Participant Number	
DTC Participant CONTACT Name	
DTC Participant CONTACT Phone	
DTC Participant CONTACT Email	

EPP Facilities Election Form

Exhibit C

EPP Facilities

- Pre-Export Finance Agreement among the Company, the Bank of Tokyo-Mitsubishi UFJ, Ltd., MUFG Union Bank N.A. (f/k/a Union Bank N.A.) and the Lenders defined therein, dated as of August 30, 2011, for the principal amount of \$335,000,000 (the “Club Deal”).
- Pre-Export Financing Agreement by and between the Company and HSBC Bank USA, National Association, dated as of December 2, 2013, for the principal amount of \$250,000,000 (the “HSBC Bilat”).
- Pre-Export Financing Agreement by and between the Company and Mizuho Bank, Ltd., dated as of December 3, 2013, for the principal amount of \$125,000,000 (the “Mizuho Bilat”).
- Pre-Export Financing Agreement by and between the Company and the Bank of Tokyo-Mitsubishi, UFJ, Ltd., dated as of November 1, 2013, for the principal amount of \$200,000,000 (the “BTMU Bilat”).
- Pre-Export Financing Agreement by and between the Company and Bank of America, N.A. dated as of December 2, 2013, for the principal amount of \$200,000,000 (the “BAML Bilat”).
- Senior Export Facility Agreement among the Company, MUFG Union Bank, N.A. (f/k/a Union Bank N.A.), the Bank of Tokyo-Mitsubishi UFJ, Ltd., Sumitomo Mitsui Banking Corporation, Mizuho Corporate Bank, Ltd., and the lenders party thereto, dated as of September 27, 2012, for the principal amount of \$450,000,000 (the “NEXI 2012”).
- Senior Export Facility Agreement among the Company, MUFG Union Bank, N.A. (f/k/a Union Bank N.A.), the Bank of Tokyo-Mitsubishi UFJ, Ltd., Sumitomo Mitsui Banking Corporation, Mizuho Corporate Bank, Ltd., and the lenders party thereto, dated as of December 27, 2010, for the principal amount of \$231,000,000 (the “NEXI 2010”).

EPP Facilities Election Form

