# Minuta do Plano de Recuperacao Extrajudicial Lupatech 02.04.2026

# LUPATECH S.A.

*B3: LUPA3*

## DRAFT EXTRAJUDICIAL RECOVERY PLAN

### Lupatech S.A. and Other Recovery Companies

*Pursuant to Articles 161–167 of Brazilian Law No. 11,101/2005*

Nova Odessa, April 2, 2026

*FREE TRANSLATION – This document is an unofficial English translation of the Minuta do Plano de Recuperação Extrajudicial de Lupatech S.A. e demais Recuperandas, filed with the Brazilian Securities Commission (CVM) on April 2, 2026. In case of any discrepancy, the original Portuguese version shall prevail.*

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# PREAMBLE

## IDENTIFICATION OF THE RECOVERY COMPANIES

This Extrajudicial Recovery Plan, pursuant to Articles 161 to 167 of Brazilian Law No. 11,101/2005, is proposed by the following business entities, which form a de facto economic group, with their principal establishment located in the city of Nova Odessa, State of São Paulo, registered office of Lupatech S.A.:

- Lupatech S.A. – CNPJ 89.463.822/0001-12
- Mipel Comércio e Indústria de Peças Técnicas Ltda – CNPJ 07.743.815/0002-90
- Lochness Participações S.A. – CNPJ 09.443.937/0001-06
- Prest Perfurações Ltda. – CNPJ 05.836.901/0001-31
- UEP Equipamentos e Serviços para Petróleo S.A. – CNPJ 03.141.023/0001-04
- UPC Perfuração e Completação S.A. – CNPJ 15.676.893/0003-29
- SOTEP Sociedade Técnica de Perfuração S.A. – CNPJ 15.129.646/0001-40

## BACKGROUND: THE LUPATECH GROUP RESTRUCTURING

Founded in the 1980s, the Lupatech Group became, in the 2000s, one of Brazil's leading suppliers of products and services to the oil and gas sector, with activities spanning valve manufacturing, synthetic fiber mooring cables, fiberglass pipes, oil well column tools, drilling, completion and workover services, and a wide range of other services.

Having dedicated its first decades to metal-mechanical manufacturing, the Group's diversification into new businesses began after its stock exchange debut in 2006 – the IPO (Initial Public Offering).

The IPO raised relatively modest proceeds for Lupatech – only R$ 155 million were injected into the Company. The cycle of 17 acquisitions was largely debt-financed, notably through the issuance of perpetual bonds in international markets totaling USD 275 million between 2007 and 2008.

The onset of the 2008 global financial crisis confronted the Company with two unexpected realities: a market that could not support the business plan underlying the acquisitions, and an excessively costly debt burden, particularly given the higher exchange rates that followed the crisis.

The Company began generating less operating cash than projected while incurring substantially higher debt service costs. Its financial position deteriorated progressively until 2011, when a new event occurred.

In 2008, the Group had embarked on oil services businesses. By 2011, Lupatech was not the only major sector company facing difficulties. On that occasion, Lupatech absorbed the Brazilian entities of San Antonio International (SAI), a company controlled by GP Investments, focused primarily on onshore well drilling.

Although Lupatech did not operate in exactly the same activities, the complementarity of portfolios was deemed to justify the merger. In connection with the merger, shareholders BNDESPAR and Petros, together with GP and SAI, guaranteed a R$ 350 million contribution as part of a R$ 700 million capital raise, an amount estimated at the time as necessary and sufficient for the combined entities' financial recovery.

Only R$ 375 million of the R$ 700 million required were actually raised. The capital shortfall quickly became evident. The following year, in 2013, the Company began negotiations toward an extrajudicial restructuring with financial creditors, completed in September 2014, through the conversion into equity of 85% of the financial debt.

The remaining debt, primarily owed to suppliers, was to be settled through the sale of the Group's foreign subsidiaries, as it refocused on Brazil.

Between September and December 2014, the price of oil fell from USD 100 to USD 50 per barrel, reaching a low of USD 30 just months later. The companies earmarked for sale lost substantial value, and the extrajudicial plan failed due to the inability to raise capital through the envisaged means.

In 2015, events involving Petrobras erupted, triggering a sudden and severe reduction in its investments and procurement. Lupatech was a collateral victim. With no prospect of renewing service contracts expiring in 2016 and 2017, and in a landscape that clearly rendered a new investment round unfeasible, a deeper reorganization became necessary.

The Lupatech Group was required to seek judicial recovery to restructure itself, divesting from all Services activities and focusing exclusively on industrial manufacturing.

The return-to-industrial-origins transformation was slow but successful. The Lupatech Group is today once again one of Brazil's leading suppliers of valves and synthetic fiber cables, and has introduced new products such as fiberglass utility poles, produced at a facility that previously manufactured petroleum pipes.

In 2015, the Company filed a first judicial recovery plan ("JRP-1"), which was approved and confirmed in January 2016. However, in June 2016, the São Paulo Court of Appeals annulled JRP-1, requiring adjustments to the plan's structure to include only one payment option, with shorter terms and grace periods. The resulting revised plan ("JRP-2") was approved and confirmed in February 2017, and later amended twice.

The changes required by the São Paulo Court of Appeals had two significant implications. First, there was no partial debt-to-equity conversion – an option primarily directed at shareholder-creditors – which was expected to reduce liabilities by more than 50%. Second, the resulting payment stream was more demanding and included a significant balloon payment at the end of the plan's compliance period.

Throughout the extended judicial phase, major operational challenges had to be overcome. At the time the restructuring plan was formulated, operating assumptions were consistent with the Company's and sector's historical performance; no one anticipated a sectoral downturn lasting as long as it did (2014–2019), much less the Pandemic that followed (2020–2023).

It is important to note what happened to industrial investment and the Brazilian economy during this period: GDP shrank 7% after the 2015 crisis, remaining in negative territory until 2022, accumulating growth of only 8% over ten years. Capital goods expenditures contracted by 35% and remain 20% below pre-crisis levels. Brazil's fixed capital stock stagnated for more than a decade.

In the oil and gas sector, the situation was even more dramatic. During the period when demand for valves for FPSOs[1] – the Company's primary business line – was expected to recover, local content requirements were suppressed, and only began to be modestly restored when demand had already become negligible.

*[1] Floating Production Storage and Offloading: a type of vessel used in the oil and gas industry to extract, process, store and transfer oil and natural gas from offshore fields.*

Petrobras' investment and regular procurement volumes were dramatically reduced in the years following the judicial recovery. The scale and duration of that reduction were unforeseeable, and the recovery has not yet fully consolidated.

Petrobras' current investment plan points to a strong recovery in expenditures over the coming years, which should finally benefit Lupatech's business environment. However, the proportion of demand to be executed and/or procured domestically remains uncertain.

In 2017, Lupatech's factories were virtually at a standstill. Yet even in the hostile environment that ensued – declining investment, stagnant economy, pandemic, high interest rates, and constrained credit – all four factories resumed activities and have been oscillating around operational breakeven.

As described above, everything unfolded differently and more slowly than anticipated, so that at the present moment, the Lupatech Group has not reached the activity levels originally projected when JRP-2 was presented in 2016.

## PROJECTED vs. ACTUAL PERFORMANCE (R$ millions)

| | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 |
|---|---|---|---|---|---|---|---|---|---|
| **Net Revenue (Projected)** | 57 | 137 | 158 | 189 | 210 | 230 | 251 | 275 | 275 |
| – Products | 95 | 25 | 140 | 172 | 192 | 213 | 233 | 258 | 258 |
| – Services | 43 | 32 | 17 | 17 | 17 | 17 | 17 | 17 | 17 |
| **EBITDA (Projected)** | -21 | -9 | 7 | 21 | 27 | 41 | 47 | 55 | 55 |
| EBITDA% (Projected) | -38% | -6% | 5% | 11% | 13% | 18% | 19% | 20% | 20% |
| **Net Revenue (Actual)** | 104 | 55 | 34 | 32 | 54 | 93 | 111 | 86 | 123 |
| – Products | 35 | 28 | 34 | 32 | 54 | 93 | 110 | 86 | 123 |
| – Services | 20 | 76 | – | – | – | – | 1 | – | – |
| **EBITDA (Actual)** | -31 | 4 | -42 | -16 | 14 | -44 | -54 | -26 | 26 |
| EBITDA% (Actual) | -30% | 8% | -121% | -48% | 25% | -47% | -49% | -30% | 21% |
| **Adjusted EBITDA (Actual)** | -7 | -22 | -32 | -20 | -6 | -1 | -3 | -6 | 0 |
| **Adjusted EBITDA% (Actual)** | -7% | -40% | -94% | -62% | -11% | -1% | -3% | -7% | 0% |

In 2023, the judicial recovery was closed.

However, debt service has become impractical, as the Company has reached only half the activity level originally projected for the current period.

Having overcome so many setbacks to reach the present moment – demonstrating its economic viability – the Company's survival was only possible due to the successful program undertaken to recover contingent assets, whose proceeds ensured the fulfillment of obligations and supplied the working capital needed to grow operations to current levels.

Although the Lupatech Group has the productive capacity to grow its revenues further, and has a positive outlook in the oil and gas sector, its current capital structure does not support the business plan.

A debt of R$ 386 million remains, with annual payments escalating progressively from R$ 15 million currently to R$ 61 million in 2033. For years, the shadow of such a debt burden has made it unfeasible to raise long-term loans or generate meaningful proceeds from equity issuances.

For this reason, the Lupatech Group has suffered from a chronic working capital shortfall, further undermining its full recovery. With external liquidity sources unavailable, renegotiation with current creditors is the only viable option. Accordingly, the Recovery Companies hereby propose to their creditors the present Extrajudicial Recovery Plan.

# PART I – INTRODUCTION

## 1. INTERPRETATION AND DEFINITIONS

### 1.1. Rules of Interpretation

Defined terms in this Clause 1 shall be used, as appropriate, in the singular or plural, masculine or feminine, without losing the meaning attributed to them. Unless otherwise specified, all clause and annex references herein refer to clauses and annexes of this Plan. Chapter and clause headings are included for reference purposes only and shall not affect the content of their provisions.

### 1.2. Definitions

**1.2.1. SHARES:** Ordinary shares issued by Lupatech S.A., traded on B3 under ticker LUPA3.

**1.2.2. ANNEXES:** The annexes accompanying this Plan, which form an integral and inseparable part hereof.

**1.2.3. B3:** Brazil's stock exchange. The institution responsible for creating and managing trading, clearing, settlement, depository and registration systems for all major asset classes, including equities, corporate fixed income, currency and interest rate derivatives, structured transactions and commodities.

**1.2.4. SUBSCRIPTION WARRANTS:** Securities defined in Articles 75 to 79 of Law No. 6,404/76, under the terms of Annex I – Subscription Warrants. The delivery of Subscription Warrants to Covered Creditors gives them the opportunity to acquire Shares at the prices set at issuance. Creditors not wishing to become shareholders may capture the economic value of the benefit by selling the Warrants on B3. Economic results from exercising or selling Subscription Warrants are subject to market fluctuations and the Recovery Companies' future performance.

**1.2.5. CIVIL CODE:** Brazilian Federal Law No. 10,406, of January 10, 2002, as amended.

**1.2.6. LITIGATION MITIGATION:** With the aim of reducing litigation and its associated costs, and to promote consensual resolution of disputes involving Covered Credits, the Recovery Companies and Covered Creditors, pursuant to Article 20-A of the BRL, shall prioritize bilateral and negotiated means of dispute resolution, including alternative dispute resolution mechanisms such as mediation and/or conciliation before the Judicial Center for Conflict Resolution and Citizenship (CEJUSC) of the Extrajudicial Recovery Court or a specialized chamber.

**1.2.7. COVERED CREDITS:** The total amounts of Labor Credits and Unsecured Credits, as defined in Clauses 1.2.8 and 1.2.9, existing on the Filing Date.

**1.2.8. LABOR CREDITS:** Credits arising from labor law and employment relationships or from workplace accidents, as provided in Article 161, §1 of the BRL, that were not subject to the Lupatech Group's Judicial Recovery, existing on the Filing Date. Credits from labor law, employment relationships or workplace accidents that were subject to the Lupatech Group's Judicial Recovery (Class I claims thereunder) are expressly excluded and shall be paid as established in that plan.

**1.2.9. UNSECURED CREDITS:** Credits of the types provided in Article 83, items VI and VIII of the BRL, of unsecured nature, existing on the Filing Date, exclusively denominated in Brazilian currency (Reais) and payable in cash. This category comprises: (i) unsecured credits constituted after the filing date of the

Lupatech Group's Judicial Recovery (May 25, 2015), and (ii) the cash-payable portion of Class III and IV credits from the Lupatech Group's Judicial Recovery. Credits payable via Subscription Warrants under Classes III and IV of the Judicial Recovery are not covered by this Plan.

**1.2.10. NON-COVERED CREDITS:** All credits not falling within the definition of Covered Credits.

**1.2.11. COVERED CREDITORS:** Creditors holding Covered Credits, whether Signatory Creditors or Non-Signatory Creditors, and their assignees or successors for any purpose, exclusively with respect to their Covered Credit balances.

**1.2.12. COLLABORATING CREDITORS:** Covered Creditors who, by agreement with the Recovery Companies, (i) agree to continue supplying goods or services and/or provide financial support to one or more Recovery Company(ies) to maintain their operational activity, and/or (ii) have entered into or will enter into agreements with the Recovery Companies involving discounts, payment terms or other forms of consideration with financial, economic or strategic effects, and who also become Signatory Creditors.

**1.2.13. STRATEGIC SUPPLIER CREDITORS:** Suppliers of goods and services holding Covered Credits who cannot be replaced by another supplier in a time and manner that would allow operational continuity.

**1.2.14. NON-SIGNATORY CREDITORS:** Covered Creditors who have not expressly adhered to this Plan, but whose Covered Credits will be restructured pursuant to this Plan after its Court Confirmation, and who will be bound by the other terms of this Plan, pursuant to Article 163 of the BRL.

**1.2.15. SIGNATORY CREDITORS:** Covered Creditors who have adhered to the Plan by the Filing Date or at a later date, pursuant to the terms and deadlines provided herein, by signing the Adhesion Agreement.

**1.2.16. EXTRACONCURSAL CREDITORS:** Creditors holding fiduciary guarantees or who, by operation of law, are not subject to the Plan pursuant to Article 161, §1 (as referenced in Article 49, §3 and Article 86, item II of the BRL), up to the value of the guarantee. Where no guarantee exists or it is insufficient to cover the full debt, the remaining amount shall be treated as Unsecured Credit and paid under this Plan.

**1.2.17. EXTRACONCURSAL SIGNATORY CREDITORS:** Creditors holding Extraconcursal Credits who voluntarily elect to adhere to the Plan, whose credits shall thereupon become Covered Credits subject to all Plan provisions.

**1.2.18. FILING DATE:** The date on which the extrajudicial recovery proceeding is filed with the court.

**1.2.19. BUSINESS DAY:** Any day that is not a Saturday, Sunday or any other day on which courts and banking institutions in the City of São Paulo are closed or authorized not to operate.

**1.2.20. RECOVERY COMPANIES:** The companies participating in this extrajudicial recovery: Lupatech S.A. (CNPJ 89.463.822/0001-12); UEP Equipamentos e Serviços para Petróleo S.A. (CNPJ 03.141.023/0001-04); Mipel Indústria e Comércio de Válvulas Ltda. (CNPJ 07.743.815/0001-00); Lochness Participações S/A (CNPJ 09.443.937/0001-06); Prest Perfurações Ltda. (CNPJ 05.836.901/0001-31); UPC Perfuração e Completação Ltda. (CNPJ 15.676.893/0003-29); and SOTEP Sociedade Técnica de Perfuração S/A (CNPJ 15.129.646/0001-40).

**1.2.21. COURT CONFIRMATION (HOMOLOGAÇÃO DO PLANO):** The judicial decision confirming the Plan pursuant to Article 164, §5, and – with respect to Non-Signatory Creditors – Article 165 of the BRL. For purposes of this Plan, Court Confirmation occurs on the date of publication, in the official gazette of the State of São Paulo, of the decision producing the effects of such confirmation.

**1.2.22. IPCA:** Brazil's broad national consumer price index, published by the Brazilian Institute of Geography and Statistics (IBGE), or any official index that may replace it. Except where other indexers are expressly provided, IPCA is the index for monetary adjustment of obligations under this Plan, applied on an annual basis pursuant to Laws 10,192/2001 and 14,905/2024.

**1.2.23. EXTRAJUDICIAL RECOVERY COURT:** The court before which the extrajudicial recovery proceeding is pending.

**1.2.24. CREDITOR LIST:** The list of Covered Credits filed in the extrajudicial recovery proceeding.

**1.2.25. BRL / LAW 11,101/05:** Brazilian Federal Law No. 11,101, of February 9, 2005, as amended by Law No. 14,112 of December 24, 2020.

**1.2.26. CORPORATE LAW:** Brazilian Federal Law No. 6,404/1976 (Law on Corporations).

**1.2.27. PLAN or EXTRAJUDICIAL RECOVERY PLAN:** This instrument and its Annexes.

**1.2.28. JUDICIAL RECOVERY or LUPATECH GROUP'S JUDICIAL RECOVERY:** Proceeding No. 1050924-67.2015.8.26.0100, filed by the Lupatech Group on May 25, 2015, before the 1st Bankruptcy and Judicial Recovery Court of the District of São Paulo, closed on March 14, 2023.

**1.2.29. OUTSTANDING BALANCE:** The amount owed to each creditor, updated with interest and monetary adjustment through the Filing Date, which is the subject of this Plan's renegotiation.

**1.2.30. SELIC RATE:** The benchmark interest rate of Brazil's Special System for Settlement and Custody (SELIC).

**1.2.31. ADHESION AGREEMENT:** The document by which Covered Creditors formally adhere to the Plan, thereby becoming Signatory Creditors, pursuant to Article 161, §5 of the BRL.

**1.2.32. TR:** The Brazilian Reference Rate (Taxa Referencial), published by the Central Bank of Brazil pursuant to Law No. 8,177/1991.

## 1.3. Time Periods

All periods provided in this Plan shall be counted as set forth in Article 132 of the Civil Code, disregarding the starting day and including the due date, subject to the following rules:

(i) All periods are in calendar days unless expressly stated to be in Business Days;

(ii) Periods are counted from (and excluding) the start date to (and including) the due date;

(iii) Periods whose last day falls on a non-Business Day are automatically extended to the next Business Day;

(iv) The starting date of any period shall always be a Business Day;

(v) Monthly and annual periods expire on the same calendar day as the start, or on the next day if there is no exact match;

(vi) Periods requiring document delivery by e-mail or physical correspondence are deemed fulfilled on the date and time of actual dispatch, regardless of receipt.

# PART II – OBJECTIVE OF THE PLAN

## 2. OBJECTIVE OF THE PLAN

2.1. As set forth in the Preamble, and given the realities of the markets in which the Recovery Companies operate, this Plan contemplates a set of structural measures aimed at: (i) effectively aligning the Recovery Companies' debt profile with their actual repayment capacity, with particular focus on Covered Credits; (ii) rationalizing the business portfolio and divesting assets to generate the liquidity required to fulfill restructured obligations; (iii) creating adequate conditions for the Recovery Companies to access the capital needed for the resumption of their business activities, an opportunity not afforded by the prior restructuring; (iv) reorganizing the corporate structure with a view to simplification and value creation; and (v) right-sizing the operational structure, focused on long-term economic sustainability and value generation.

2.2. For the foregoing purposes, the Plan covers labor credits not subject to the Lupatech Group's Judicial Recovery and unsecured credits against the Recovery Companies that are payable in cash and denominated in Brazilian currency.

2.3. Regarding unsecured credits subject to the Lupatech Group's Judicial Recovery, except for conditions expressly amended by this Plan – in particular the payment schedule and terms – this Plan does not otherwise modify the provisions of the confirmed and effective judicial recovery plan arising from the Lupatech Group's Judicial Recovery.

2.4. Labor credits subject to the Lupatech Group's Judicial Recovery are not modified by this Plan.

# PART III – RECOVERY MEASURES

## 3. RECOVERY MEASURES

3.1. To achieve the objectives of this Plan and ensure its execution, the Recovery Companies shall adopt, among other measures set forth in Article 50 of the BRL, the available recovery means to the extent necessary, whenever feasible. The main measures are as follows:

3.1.1. **ASSET SALES.** Disposal of assets through (i) a competitive process, pursuant to the BRL; (ii) a private agreement at a price no lower than the forced-sale value indicated in appraisals prepared by a specialized firm; or (iii) a private auction conducted by a firm specializing in asset appraisal and sale through in-person or online auctions.

3.1.2. **SALE OF IPUs.** To obtain liquidity commensurate with the resources required to satisfy Plan obligations, the potential sale of real property, industrial units or controlled entities is contemplated. To ensure the feasibility of such disposals, the Recovery Companies define the Isolated Productive Units (IPUs) as described in Annex II, which may be disposed of through a competitive process pursuant to Article 60 of the BRL. Upon Court Confirmation, Covered Creditors grant the Recovery Companies full autonomy to choose, at their sole discretion, which IPU(s) will actually be sold.

3.1.3. **CAPITAL RAISING.** Issuance of securities such as shares, debentures, subscription warrants, and debt instruments of any kind. Securities issuances may be conducted by any permitted means, including public offerings or private placements, with or without CVM registration, and may contemplate subscription by cash, assets or credits, with provisions for preemptive rights, exercise periods, conversion or subscription mechanisms, and security arrangements, as determined by the competent corporate bodies.

3.1.4. **OPERATIONAL RIGHTSIZING.** Implementation of rationalization and optimization measures for the operational and administrative structure of the Recovery Companies, with the aim of reducing fixed and variable costs and operating expenses, including but not limited to: (i) renegotiation, termination or revision of supply, lease, service or other contracts; (ii) deactivation, disposal, lease or closure of non-essential or non-strategic units, assets or operations; (iii) reallocation or restructuring of teams and functions; and (iv) adoption of new operational or technological models to promote greater efficiency and economic sustainability.

3.1.5. **DEBT-TO-EQUITY CONVERSION.** Capitalization of credits into Shares, including but not limited to the issuance of Subscription Warrants as provided herein. Other forms of credit capitalization into Shares may be offered at any time by the Recovery Companies.

3.1.6. **CORPORATE AND OPERATIONAL RESTRUCTURING.** The Recovery Companies may carry out any corporate reorganizations permitted under applicable law, and may dissolve entities to promote efficiency and rationalize their structure.

3.1.7. **PAYMENT IN KIND.** Direct delivery, or delivery through a specially incorporated entity, of assets or rights of the Recovery Companies to satisfy monetary obligations under the Plan.

3.2. These measures are aimed at ensuring the economic stability of the Recovery Companies and the effective execution of the conditions agreed with creditors (collectively defined as "LIQUIDITY EVENTS" when their implementation results in the injection of financial resources available to the Recovery Companies).

# PART IV – SCOPE AND BINDING EFFECT OF COVERED CREDITS

## 4. SCOPE AND BINDING EFFECT OF COVERED CREDITS

4.1. **COVERED CREDITS.** The total amounts of Labor Credits and Unsecured Credits, as defined in Clauses 1.2.8 and 1.2.9, which, on the Filing Date, constitute the Creditor List.

4.2. **SIGNATORY CREDITORS.** Signatory Creditors are those who have adhered to the terms of this Plan by signing the Adhesion Agreement, thereby constituting the quorum for Plan approval pursuant to Clause 1.2.15.

4.3. **NON-SIGNATORY CREDITORS.** Non-Signatory Creditors may at any time adhere to the terms of this Plan by signing the Adhesion Agreement, voluntarily submitting to all Plan provisions and thereby becoming Signatory Creditors.

4.4. **BINDING EFFECT ON SIGNATORY CREDITORS.** Signatory Creditors who adhere to the Plan through the Adhesion Agreement express their irrevocable and irreversible consent to the terms and conditions of this Plan and are bound thereby from the date of signing the Adhesion Agreement, pursuant to Article 165, §1 of the BRL. The Covered Credits held by Signatory Creditors shall be deemed novated for all legal purposes upon Court Confirmation. The Plan produces effects in relation to each Signatory Creditor from the date of signing the respective Adhesion Agreement.

4.5. **BINDING EFFECT ON NON-SIGNATORY CREDITORS.** As of Court Confirmation, Non-Signatory Creditors shall be bound by the terms of this Plan pursuant to Article 163 of the BRL, and their Covered Credits shall be deemed novated for all legal purposes under this Plan.

4.6. **BINDING EFFECT ON EXTRACONCURSAL SIGNATORY CREDITORS.** Extraconcursal Creditors may adhere to the terms of this Plan through a voluntary and express declaration of will by means of the Adhesion Agreement, thereby making their credits Covered Credits subject to all Plan provisions. Any creditors whose fiduciary guarantees are exhausted or non-existent (even if such condition arises subsequently) shall be treated as Unsecured Creditors for all legal purposes.

4.7. **ADHESION PROCEDURE FOR EXTRACONCURSAL SIGNATORY CREDITORS.** Extraconcursal Creditors wishing to adhere to this Plan must submit to the Recovery Companies: (i) the Adhesion Agreement; (ii) a document evidencing title to the Extraconcursal Credit; (iii) a document evidencing authority to sign the Adhesion Agreement; and (iv) any other documents that may be required by the Extrajudicial Recovery Court.

4.8. **SUBMISSION OF UNLIQUIDATED COVERED CREDITS.** Any unliquidated or disputed credits existing on the Filing Date that are or may become the subject of judicial proceedings shall be subject to the effects of this Plan. If a liquidated amount is ultimately recognized, it shall be classified in the appropriate payment category for its type, at the value updated through the Filing Date.

4.9. **SUBSTANTIVE CONSOLIDATION.** Signatory Creditors expressly agree to the substantive consolidation of the assets and liabilities of the Recovery Companies pursuant to Article 69-G of the BRL, and to the scope and effects arising from such consolidation, to which all Covered Creditors shall be subject and bound upon Court Confirmation.

**4.10. VOLUNTARY ADHESION OF NON-COVERED CREDITS.** Holders of Non-Covered Credits that are payable in cash may voluntarily adhere to the Plan, with the Recovery Companies' consent, by signing the Adhesion Agreement prior to Court Confirmation. For all Plan purposes, such adhering creditors shall become Covered Creditors. Voluntary adhesion by holders of foreign-currency unsecured credits must include: (i) acceptance of the conversion of their credit into Brazilian currency, with the Outstanding Balance calculated using the exchange rate on the Filing Date; (ii) express waiver of the protection provided by Article 163, §5 of the BRL; (iii) agreement to the capital markets mechanisms established by the Recovery Companies for Plan implementation; (iv) a full release of the debt and a commitment not to litigate in the originating jurisdictions; and (v) consent to the cancellation of registrations with international credit protection entities.

# PART V – PAYMENT OF CREDITORS

## 5. PAYMENT OF COVERED CREDITS

Covered Credits (Labor and Unsecured) shall be paid in the manner and under the conditions set forth below.

### 5.1. Liquidated, Certain and Undisputed Credits

To be entitled to receive payments under this Plan, Covered Creditors must ensure that their Covered Credits are liquidated, certain and undisputed, with no pending or unresolved judicial, administrative or arbitral proceedings.

5.1.1. In the event of consensual resolution pursuant to the Litigation Mitigation principle: (i) all current proceedings against any Recovery Company must be suspended (even if such suspension results in dismissal without prejudice) prior to payment; and (ii) upon payment of Covered Credits as provided herein, full releases and waivers shall be granted immediately and automatically, ipso facto, with the consequent withdrawal, dismissal or closure of all pending proceedings relating to Covered Credits.

5.1.2. Unless otherwise provided, the reference date for payment periods established in this Plan shall be the Court Confirmation date.

5.1.3. Credits that are unliquidated, uncertain or disputed as of the Filing Date shall be paid under the Plan with the payment period beginning on the date the Recovery Companies are notified that the credit is undisputed, liquidated, certain and due.

### 5.2. Labor Credits

5.2.1. Labor Credits comprise the following items:

5.2.1.1. Fixed Remuneration and Contractual Items – Labor Credits arising from remuneration to which the right was acquired by the Filing Date, whether due or not yet due, including: salary, proportional vacation pay, thirteenth salary (Christmas bonus), worked or indemnified notice period, overtime, night-shift, hazard and health-risk premiums, seniority allowances under contract or collective agreement, function-based pay, commission-based pay, and fixed-monthly or per-matter attorney's fees.

5.2.1.2. Indemnities, Benefits, Penalties, Bonuses, Success Fees and Other Incidental Items – Labor Credits arising from meal, transportation and fuel vouchers; housing and education allowances; health and dental plans; life insurance; CLT statutory penalties (in particular those under Articles 477 and 467); damages for workplace accidents; bonuses, profit-sharing and performance awards; attorneys' fees as adjudicated by courts; and all other items not otherwise specified.

5.2.1.3. FGTS – Amounts owed to the Government Severance Indemnity Fund (FGTS), whether accrued on salary items or arising from contract termination.

5.2.2. Payment of Labor Credits in Cash – Labor Credits under Clauses 5.2.1.1 and 5.2.1.2 shall be paid in cash up to the following limits:

5.2.2.1. Cash payment for items under Clause 5.2.1.1 is capped at 150 minimum wages effective on the Filing Date (R$ 243,150.00) per creditor.

5.2.2.2. Within that global cap, cash payment for items under Clause 5.2.1.2 is further capped at 30 minimum wages (R$ 48,630.00) per creditor.

5.2.2.3. Cash payments shall be made in installments per the schedule below:

| Category | Description | Start Month (*) | Max. Installments (**) |
|---|---|---|---|
| 5.2.1.1 | Strictly salaried credits accrued in the 3 months before the Filing Date, up to 5 minimum wages (R$ 8,105.00) per creditor. | 1 | 2 |
| 5.2.1.1 & 5.2.1.2 | Fixed amount of R$ 4,000.00 per creditor, up to the outstanding balance payable in cash. | 3 | 1 |
| 5.2.1.1 & 5.2.1.2 | Fixed amount of R$ 5,000.00 per creditor, up to the outstanding balance payable in cash. | 4 | 1 |
| 5.2.1.1 & 5.2.1.2 | Fixed amount of R$ 6,000.00 per creditor, up to the outstanding balance payable in cash. | 5 | 1 |
| 5.2.1.1 & 5.2.1.2 | Fixed amount of R$ 7,000.00 per creditor, up to the outstanding balance payable in cash. | 6 | 1 |
| 5.2.1.1 & 5.2.1.2 | Remaining Remuneration/Contractual and Incidental items. | 7 | 30 |

*(*) Reference date: Court Confirmation, except for Signatory Creditors (as per Clause 5.1.2). For Signatory Creditors adhering before confirmation, the start date is the Filing Date, without retroactive payments. (**) From Month 7, the remaining cash-payable balance is paid in monthly installments of 1/30 of the balance (after fixed installments), minimum R$ 1,000.00 per creditor per installment.*

5.2.3. FGTS payments shall be made by deposit into the respective linked accounts with Caixa Econômica Federal, in accordance with applicable rules, through installment plans negotiated with the Federal Attorney General's Office (PGFN) or, subsidiarily, with Caixa Econômica Federal.

5.2.4. Payment in Subscription Warrants – Any balance exceeding the cash-payment caps shall be paid by delivering Subscription Warrants: for every R$ 100.00 of Labor Credit, one Subscription Warrant with the characteristics described in Annex I shall be delivered, within 1 year of Court Confirmation.

5.2.5. Discharge – Full compliance with Clauses 5.2.2 through 5.2.4 and 5.2.8 shall constitute a complete, irrevocable discharge of all Labor Credits.

5.2.6. Disputed Labor Credits settled by agreement before the labor courts shall be paid as agreed, without receiving treatment more favorable than undisputed credits.

5.2.7. Accelerated Payments – The Recovery Companies may prepay credits equitably across all undisputed, liquidated and due creditors on the prepayment date.

5.2.8. Alternative Payment Forms – At the creditor's option: (i) through the use of Labor Credits to subscribe securities issued by Lupatech S.A.; or (ii) through payment in kind with assets and/or rights.

## 5.3. Unsecured Credits

5.3.1. Form of Payment – Unsecured Creditors shall be paid as follows:

**5.3.1.1. 10% (ten percent)** of the Outstanding Balance shall be paid in cash within 1 (one) year of Court Confirmation; and

**5.3.1.2. 90% (ninety percent)** of the Outstanding Balance shall be paid by delivering Subscription Warrants: for every R$ 100.00 of Unsecured Credit, one Subscription Warrant (as described in Annex I) shall be delivered within 1 year of Court Confirmation.

5.3.1.3. Delay in Liquidity Events – If one or more Liquidity Events are delayed so as to prevent full cash payment under Clause 5.3.1.1, the unpaid balance may be settled within an additional 12 months, with SELIC interest plus: a one-time 10% penalty on the amount in arrears from the first Business Day after the 1-year deadline, and an additional 2% per month from the first Business Day after the 18th month of Court Confirmation. If not fully settled within 24 months, the creditor may declare the Recovery Companies in default and request Plan resolution pursuant to Clauses 7.3 and 7.4.

5.3.2. Collaborating Creditors – Collaborating Creditors may have a greater proportion of their Outstanding Balance paid in cash, depending on the financial or economic advantage offered to the Recovery Companies or their strategic importance. To qualify for the collaboration premium, Collaborating Creditors must be Signatory Creditors.

5.3.3. Strategic Supplier Creditors – Small Balances – Strategic Supplier Creditors with Outstanding Balances of up to R$ 100,000.00 may receive up to the full amount of their credits in cash, under freely negotiated terms and conditions, in exchange for continued supply.

5.3.4. Unsecured Credits from the Lupatech Group's Judicial Recovery – These may not be treated under any of the conditions in this Clause, due to the parity of treatment principle governing the Lupatech Group's Judicial Recovery.

5.3.5. Discharge – Full compliance with Clauses 5.3.1 through 5.3.4 and/or 5.4 shall constitute a complete, irrevocable discharge of all Unsecured Credits.

5.4. Economic Equivalence – The Recovery Companies may, at their sole discretion, fulfill Plan payment obligations in an economically equivalent form in the following circumstances: (i) if credits become liquidated after the expiry of issued Subscription Warrants and renewal is impracticable or excessively costly, through financial settlement based on the intrinsic value of the Warrants; or (ii) through payment in kind at market value instead of cash, provided the option is extended to all Covered Creditors of the same class and one of the procedures in Clauses 3.1.1, 3.1.2 or 3.1.7 is followed.

# PART VI – GENERAL PROVISIONS

## 6. GENERAL PROVISIONS

**6.1. DISCHARGE.** Payments made under this Plan in any form shall constitute a full, irrevocable and irreversible discharge of Covered Credits, exclusively with respect to the amounts actually paid, of any type and nature, against the Recovery Companies, their controlling shareholders, subsidiaries, affiliates, shareholders, officers, joint and several obligors, guarantors of any kind, including any interest, monetary adjustment, penalties and fines.

**6.2. CANCELLATION OF PROTESTS; STAY AND DISMISSAL OF PROCEEDINGS.** Upon Court Confirmation, all ongoing enforcement proceedings against the Recovery Companies, their controlling shareholders, subsidiaries, affiliates and other group entities, as well as co-obligors for any purpose, seeking satisfaction of Covered Credits shall be dismissed: (i) as of the Filing Date for Signatory Creditors; or (ii) as of Court Confirmation for Non-Signatory Creditors, subject to court-ordered stays under Article 163, §§7 and 8 of the BRL. The Recovery Companies shall be removed from credit protection registries (Serasa, SPC, Dun & Bradstreet, etc.), and Covered Creditors shall seek satisfaction of Covered Credits exclusively through the terms of this Plan. Court Confirmation shall cause: (a) cancellation of all title protests against the Recovery Companies or co-obligors that gave rise to Covered Credits; and (b) permanent removal of the Recovery Companies and co-obligors from credit protection registries.

**6.3. AMENDMENTS.** Amendments to this Plan may be proposed by the Recovery Companies prior to Court Confirmation, provided they are entered into jointly with Covered Creditors meeting the minimum legal quorum. Amendments shall bind the Recovery Companies and all Covered Creditors, provided the amended Plan is approved with the minimum quorum and confirmed by the Extrajudicial Recovery Court.

**6.4. MATERIAL ADVERSE EVENT.** A Material Adverse Event is any event, fact, circumstance, change or effect, individually or in combination, that has or could reasonably be expected to have a material adverse effect on the value or liquidity of the Recovery Companies' assets (especially those subject to divestment), their operating cash generation, or the feasibility of obtaining capital markets resources. In the event of a Material Adverse Event affecting the Recovery Companies' ability to carry out Liquidity Events necessary to pay Covered Credits, the Recovery Companies shall notify Covered Creditors and the deadline shall be extended, once only, for the duration of the Material Adverse Event's effects, up to 1 year. Examples include: major casualties, natural disasters, regulatory or governmental actions, war, material revenue decline, and significant court decisions.

**6.5. PAYMENT METHOD.** Cash payments under this Plan shall be made by direct electronic transfer (PIX, TED), or any other form specifically agreed between the Recovery Companies and the respective creditor.

**6.6. PROOF OF PAYMENT.** Transfer records shall serve as proof of payment, granting the broadest, most general, irrevocable and irreversible discharge in relation to amounts actually paid.

**6.7. BANK DETAILS.** Covered Creditors must provide their bank account details at least 30 days before the first payment due date. Late-provided bank details will shift the payment start date accordingly, without constituting a default. Non-payment due to missing bank details shall not be treated as a Plan default, and no interest or penalties shall apply in such cases. All Plan payments shall be due on the 20th day of the month, or the next Business Day if the 20th is not a Business Day.

**6.8. NOTICES.** All notices to the Recovery Companies must be in writing and shall be deemed effective when (i) sent by registered mail with acknowledgment of receipt, or by courier, and actually delivered; or (ii) sent by e-mail. Notices to the Recovery Companies shall be sent to: Rodovia Anhanguera, km 119, Nova Odessa, SP – CEP 13388-220; E-mail: ri@lupatech.com.br – Website: www.lupatech.com.br/ri. With copy to: Feiteiro Araujo Advogados, Avenida das Nações Unidas, No. 12,399 – 1st floor – Suite 19A, São Paulo, SP, CEP 04878-000; E-mail: feiteiroaraujo@feiteiroaraujo.com.br.

**6.9. BINDING EFFECT.** This Plan is binding on the Recovery Companies and their successors for any purpose.

**6.10. EFFECT DATE.** Adhesion by Signatory Creditors produces immediate effects pursuant to Article 165, §1 of the BRL. If a stay is imposed after Court Confirmation, the payment period reference date shall be adjusted to the date of publication of the definitive confirmation decision.

**6.11. CREDIT INCREASES OR ADDITIONS.** Any increase in a Covered Credit or inclusion of a new Covered Credit resulting from a final court judgment or settlement shall be paid pursuant to Clause 4.8, with the payment period beginning on the date the Recovery Companies are notified. No retroactive payment rights arise from any such increase or addition.

**6.12. NOVATION.** As of Court Confirmation, all Covered Credits shall be definitively and fully novated for all legal purposes. All original terms, commitments, obligations, charges, penalties, indexers, acceleration provisions and conditions shall be extinguished and replaced by the terms of this Plan.

**6.13. SUBROGATION BY THE RECOVERY COMPANIES.** Satisfaction, in full or in part, by one or more Recovery Companies of Covered Credits arising from co-obligation, joint and several liability, subsidiary liability, guarantees, insurance, civil or labor liability, or any other legal right of recourse, shall give rise to subrogation of the relevant Recovery Company(ies) in the rights, actions, privileges and guarantees of the original credit, pursuant to Articles 346 to 351 of the Civil Code.

**6.14. SUBROGATION AGAINST THE RECOVERY COMPANIES.** Credits representing rights of recourse against the Recovery Companies arising from payment by third parties of Covered Credits, at any time, shall be paid under the terms of this Plan. Such subrogation creditors shall be treated as Covered Creditors for all purposes, subject to applicable law.

# PART VII – FINAL PROVISIONS

## 7. FINAL PROVISIONS

**7.1. COURT CONFIRMATION.** This Plan shall be submitted to the competent court for confirmation pursuant to Articles 162 and 163 of the BRL. Once confirmed, it shall produce novation effects and be binding on all Covered Creditors, including Non-Signatory Creditors, provided the minimum adhesion quorum is met.

**7.2. PARTIAL CONFIRMATION.** If minimum adhesion is achieved for only one class of credits restructured herein, the Plan shall nonetheless be submitted for judicial confirmation, and if confirmed, shall produce novation effects and be binding on covered creditors – including non-signatories – of the class that met the minimum adhesion threshold.

**7.3. CONDITION SUBSEQUENT (CONDITION RÉSOLUTOIRE).** The Plan shall be dissolved by operation of law with respect to the Covered Creditors of the relevant class whose credits have not been fully discharged, restoring their original rights (net of amounts already paid), if: (i) the legally required adhesion quorum is not met; (ii) the confirmed Plan is rejected by the Extrajudicial Recovery Court; or (iii) the Recovery Companies are in default of their monetary obligations under the Plan, having failed to cure such default within the applicable cure and additional periods.

**7.4. CURE PERIOD.** If any creditor believes there has been a breach of one or more Plan obligations, the Recovery Companies shall have up to 90 days from the relevant notice to cure such breach.

**7.5. CREDIT ASSIGNMENT.** Creditors subject to the Plan may assign their Plan credits and/or rights thereunder to other creditors or third parties. Such assignment shall take effect upon notice to the Recovery Companies, pursuant to the Civil Code.

**7.6. SEVERABILITY.** Should any term or provision of this Plan be held invalid, null or unenforceable, or its performance become impracticable, the remaining terms and provisions of this Plan shall continue to be valid and effective.

**7.7. INTRAGROUP CREDITS.** At the Recovery Companies' discretion, intragroup credits may be paid, capitalized or offset to facilitate operational cash flows and the fulfillment of obligations, including those established under this Plan.

**7.8. GOVERNING JURISDICTION.** The Extrajudicial Recovery Court is elected to resolve any disputes arising from the interpretation and execution of this Plan, to the exclusion of any other court, until the closure of the relevant proceeding. After the closure of the extrajudicial recovery proceedings, the competent jurisdiction shall be the courts of the City of São Paulo, to the exclusion of any other.

**7.9. TRANSITIONAL PROVISIONS.** This Plan enters into force on its Court Confirmation date, producing effects for all legal purposes over Covered Credits.

**7.10. ANNEXES.** The following are integral and inseparable parts of this Plan: • Annex I – Draft Terms of Issuance of Subscription Warrants • Annex II – Isolated Productive Units

The Extrajudicial Recovery Plan is executed by the duly authorized legal representatives of the Recovery Companies.

Nova Odessa, April 2, 2026.

| | |
|---|---|
| **Lupatech S.A.** | **Mipel Indústria e Comércio de Peças Técnicas Ltda.** |
| **Lochness Participações S.A.** | **Prest Perfurações Ltda.** |
| **UEP Equipamentos e Serviços para Petróleo S.A.** | **UPC Perfuração e Completação S.A.** |
| **SOTEP Sociedade Técnica de Perfuração S.A.** | |

# ANNEX I – DRAFT TERMS OF ISSUANCE OF SUBSCRIPTION WARRANTS

**1.1. ISSUANCE NUMBER:** This Issuance represents the _____ (___________) Warrant Issuance of the Issuer.

**1.2. QUANTITY AND SERIES:** Up to _____ (___________) Warrants, issued in a single series.

**1.3. TOTAL ISSUANCE AMOUNT:** Up to R$ _______ (_______) on the Issuance Date, subject to partial placement. The minimum issuance amount, which must be mandatorily subscribed and paid in, is R$ _______ (_______). If the minimum is not reached, the Issuer may, at its sole discretion, cancel the Warrants.

**1.4. ISSUANCE DATE:** For all legal purposes, the Warrant issuance date shall be __________ ("Issuance Date").

**1.5. NOMINAL UNIT VALUE:** R$ 100.00 (one hundred Reais) per Warrant on the Issuance Date.

**1.6. EXERCISE:** Subject to the Issuer's procedures, Warrants may be exercised, at the holder's sole discretion, within 1 year from issuance ("Exercise Period"), by transferring custody to the Issuer's registrar and submitting a written subscription form, along with payment of the Exercise Price.

**1.7. OPTIONAL EXERCISE:** Warrant exercise is optional. Unexercised Warrants expire without any compensation to the holder.

**1.8. EXERCISE PRICE:** Warrants may be exercised during their term at a fixed price of R$ _______ (_______) per Share ("Exercise Price").

**1.9. EXERCISE PRICE SETTING:** The Exercise Price was set at 10% of the volume-weighted average share price (VWAP) for the 30 trading days on B3 preceding the Warrant Issuance Date.

**1.10. SHARES PER WARRANT:** Each Warrant confers the right to subscribe and pay in 1 (one) new ordinary share of the Issuer, registered and book-entry, with no par value.

**1.11. SHARE CAPITAL ADJUSTMENTS:** In the event of share consolidation, split or bonus issue, the Warrants shall be adjusted to maintain the economic conditions and advantages herein, through modifications to the nominal value, share quantity and/or Exercise Price, as appropriate.

**1.12. WARRANT RIGHTS:** Warrants are securities distinct from the Issuer's shares and confer solely the right to subscribe ordinary shares as provided herein. Warrant holders are not entitled to dividends, interest on net equity or any other distributions or voting rights until shares are actually received upon Warrant exercise.

**1.13. FORM AND CUSTODY:** Warrants shall be book-entry, registered and held in custody at _________.

# ANNEX II – ISOLATED PRODUCTIVE UNITS (IPUs)

**IPU – Ropes and Cables:** Encompasses all or part of the assets, rights, corporate interests, going concern value and/or assets of any nature, tangible or intangible, related to the manufacture and sale of synthetic fiber ropes and cables, held directly or indirectly by the Recovery Companies.

**IPU – Oil & Gas Valves:** Encompasses all or part of the assets, rights, corporate interests, going concern value and/or assets of any nature, tangible or intangible, related to the manufacture and sale of valves for the oil and gas sector, held directly or indirectly by the Recovery Companies.

**IPU – Industrial Valves:** Encompasses all or part of the assets, rights, corporate interests, going concern value and/or assets of any nature, tangible or intangible, related to the manufacture and sale of valves for general industry, held directly or indirectly by the Recovery Companies.

**IPU – Fiberglass Products:** Encompasses all or part of the assets, rights, corporate interests, going concern value and/or assets of any nature, tangible or intangible, related to the manufacture and sale of glass fiber-reinforced plastic products, held directly or indirectly by the Recovery Companies.

**IPU – Oil Services:** One or more IPU(s) comprising one or more of the following Recovery Companies: (i) UEP Equipamentos e Serviços para Petróleo Ltda., (ii) Lochness Participações S.A., (iii) Prest Perfurações Ltda., (iv) UPC Perfuração e Completação Ltda., and (v) SOTEP Sociedade Técnica de Perfuração S.A.

**IPU – Real Estate:** Encompasses Ilno Administradora de Bens Ltda., dedicated to managing the Recovery Companies' assets, or the assets held by such entity.