

## CLOSING AGREEMENT

This Closing Agreement (this "Agreement") is entered into in the City of São Paulo, State of São Paulo, Brazil, on this 29th day of October 2021 by and among:

SUCRES ET DENREES S.A., a corporation incorporated and existing under the laws of France, with its head offices at 20/22 Rue de La Ville L'Evêque, 75008, Paris, France ("Sucden");

REIT SECURITIZADORA DE RECEBÍVEIS IMOBILIÁRIOS S.A., a securitization company incorporated and existing under the laws of Brazil, with its head-offices at Avenida Rio Branco, nº 181, sala 711, City of Rio de Janeiro, State of Rio de Janeiro, enrolled with CNPJ/ME under No. 13.349.677/0001-81 ("Securitization Company" and, together with Sucden, the "Creditors");

AGRÍCOLA MORENO DE NIPOÃ LTDA. – EM RECUPERAÇÃO JUDICIAL, a limited company, with its head-offices at Estrada Vicinal Governador Mário Covas, Km 7,7, Anexo I, Fazenda Cacos de Coco, Zona Rural, City of Planalto, State of São Paulo, enrolled with CNPJ/ME under No. 15.418.409/0001-08 ("AMN");

COPLASA – AÇÚCAR E ÁLCOOL LTDA. – EM RECUPERAÇÃO JUDICIAL, a limited company, with its head-offices at Estrada Vicinal Governador Mário Covas, km 7,7, City of Planalto, State of São Paulo, enrolled with CNPJ under No. 05.928.246/0001-41 ("COPLASA");

CENTRAL ENERGÉTICA MORENO AÇÚCAR E ÁLCOOL LTDA. – EM RECUPERAÇÃO JUDICIAL, a limited company, with its head-offices at Rodovia SP 253, km 160, City of Luís Antônio, State of São Paulo, enrolled with CNPJ under No. 45.765.914/0001-81 ("CEM");

CENTRAL ENERGÉTICA MORENO DE MONTE APRAZÍVEL AÇÚCAR E ÁLCOOL LTDA. – EM RECUPERAÇÃO JUDICIAL, a limited company, with its head-offices at Rodovia João Pedro Rezende, km 10,1, City of Monte Aprazível, State of São Paulo, enrolled with CNPJ under No. 04.171.382/0001-77 ("CEMMA");

AGRÍCOLA MORENO DE LUIZ ANTÔNIO LTDA. – EM RECUPERAÇÃO JUDICIAL, a limited company, with its head-offices at Rodovia SP 253, Km 160,3, CEP 14.210-000, City of Luiz Antônio, State of São Paulo, enrolled with CNPJ under No. 15.417.965/0001-51 ("Moreno Luiz Antônio" and together with AMN, COPLASA, CEM e CEMMA, "Grupo Moreno");

TMF BRASIL ADMINISTRAÇÃO E GESTÃO DE ATIVOS LTDA., a limited company, with its head-offices at Alameda Caiapós, nº 243, Térreo, conj. A, sala 1, Tamboré, City of Barueri, State of São Paulo, enrolled with CNPJ/ME under No. 23.103.490/0001-57 ("TMF");

and, as intervening party,

QUADRA GESTÃO DE RECURSOS S.A., a corporation incorporated and existing under the laws of Brazil, with its head-offices at Rua Joaquim Floriano, No. 940, 6º andar, Itaim-Bibi, City of São Paulo, State of São Paulo, enrolled with CNPJ/ME under No. 17.707.098/0001-14 ("Quadra");

each of the foregoing individually a "Party" and, collectively, the "Parties,"

WHEREAS, Sucden and Coplasa, among others, have entered into a certain Export Prepayment Agreement, dated the date hereof ("Sucden Facility"), pursuant to which Sucden has agreed to provide a debtor-in-possession financing in the form of advances on exports in a total amount of US\$ 40,000,000 (forty million U.S. Dollars), to be disbursed into account No. 239112-2 held by COPLASA with Banco BTG Pactual S.A. ("BTG"), branch 0001 ("Sucden Disbursement Account"), subject to certain terms and conditions set forth in the Sucden Facility;

WHEREAS, the Securitization Company has acquired a Rural Product Bill (*Cédula de Produto Rural*), dated the date hereof (the "Securitization Facility" and, together with the Securitization Facility, the "Credit Facilities"), pursuant to which the Securitization Company will provide to AMN a debtor-in-possession financing in the total amount of R\$435,000,000 (four hundred thirty-five million Reais), to be disbursed into account No. 258675-0 held by AMN with BTG, branch 0001 ("Securitization Disbursement Account" and, together with the Sucden Disbursement Account, each a "Disbursement Account"), subject to certain terms and conditions set forth in the Securitization Facility;

WHEREAS, an amount equivalent to the sum of the amounts disbursed under the Securitization Facility, the amounts disbursed under the Sucden Facility and Grupo Moreno's own funds shall be used to repay certain debt of Grupo Moreno to creditors of Grupo Moreno in an aggregate amount of R\$1,000,000,000.00 (one billion reais), defined in Grupo Moreno's judicial reorganization plan as *Valor Compromissado* (the "Committed Amount"), in accordance with Grupo Moreno's judicial reorganization plan;

WHEREAS, Grupo Moreno has committed to employ its own funds to pay a portion of its debt forming the Committed Amount, in accordance with Grupo Moreno's judicial reorganization plan;

WHEREAS, the Parties wish to coordinate in this Agreement certain procedures, terms and conditions for the disbursement of the Credit Facilities and release of the proceeds of the Credit Facilities for payment of debt forming the Committed Amount;

Whereas, the Parties wish to designate TMF to coordinate the release of funds from the Disbursement Accounts to pay the Committed Amount and to take certain actions on behalf of Sucden, the Securitization Company and Grupo Moreno in the Accounts Collateral and Management Agreements (as defined below); and

WHEREAS, in furtherance of the agreements herein, the Parties have entered into the following agreements (the "Accounts Collateral and Management Agreements"): (i) Account Fiduciary Assignment Agreement (*Instrumento Particular de Contrato de Cessão Fiduciária de Direitos Creditórios em Garantia*), among AMN, the Securitization Company, TMF and Simplific Pavarini Distribuidora de Títulos e Valores Mobiliários Ltda.; (ii) Escrow Agreement (*Contrato de Caução*), dated the date hereof, among Grupo

Moreno, BTG, the Securitization Company, TMF and Sucden; and (iii) Account Fiduciary Assignment Agreement (*Instrumento Particular de Contrato de Cessão Fiduciária de Direitos Creditórios em Garantia*), among COPLASA, Sucden and TMF.

NOW, THEREFORE, the Parties agree as follows:

1. DISBURSEMENT OF THE CREDIT FACILITIES

1.1. Upon the conditions to disbursement of the Sucden Facility having been satisfied in accordance with the Sucden Facility, as verified solely by Sucden, Sucden shall deliver to TMF a notice of satisfaction of conditions precedent and disbursement in the form of Annex I hereto ("Sucden CP Confirmation Notice"). TMF will not be liable to verify the satisfaction of the referred conditions precedent and will rely exclusively on the Sucden CP Confirmation Notice.

1.2. Upon the conditions to disbursement of the Securitization Facility having been satisfied in accordance with the Securitization Facility, as verified solely by the Securitization Company, the Securitization Company (acting on instructions from Quadra) shall deliver to TMF a notice of satisfaction of conditions precedent and disbursement in the form of Annex I hereto ("Securitization Company CP Confirmation Notice" and, together with Sucden CP Confirmation Notice, each a "CP Confirmation Notice"). TMF will not be liable to verify the satisfaction of the referred conditions precedent and will rely exclusively on the Securitization Company CP Confirmation Notice.

1.3. TMF shall, within one Business Day following its receipt of the last of the CP Confirmation Notices, deliver to Sucden and the Securitization Company, with copy to Quadra, AMN and Coplasa, a notice, in the form of Annex II hereto ("TMF Disbursement Notice"), informing that Sucden and the Securitization Company have confirmed, in relation to the conditions precedent to disbursement in their respective Credit Facility, that they will make the disbursement set forth in their respective Credit Facility.

1.3.1. For purposes of this Agreement, (i) "Business Day" means a day other than a Saturday or Sunday or any other day on which commercial banks in the city of São Paulo, Brazil are authorized or required to be closed; and (ii) "Sucden Business Day" means a day other than a Saturday or Sunday or any other day on which commercial banks in any of the cities of São Paulo, Brazil, Paris, France, Geneva, Switzerland, or New York, United States of America, are authorized or required to be closed.

1.4. Upon receipt of the TMF Disbursement Notice, each of Sucden and the Securitization Company agrees to disburse the proceeds of its respective Credit Facility into its respective Disbursement Account, within the term for disbursement set forth in its respective Credit Facility, which shall not be later than 10 (ten) Sucden Business Days following the satisfaction of the conditions precedent to disbursement and delivery of notice of borrowing of the respective Credit Facility (the date of effective disbursement of the Sucden Facility and the Securitization Facility, each a "Disbursement Date").

2. RELEASE FROM THE DISBURSEMENT ACCOUNTS

2.1. Subject to Section 2.3 below, TMF shall instruct BTG to process the transfers of funds in accordance with the transfer instructions set forth in the Flow of Funds Chart (as defined below) on the date designated by AMN and Coplasa in a release notice delivered to TMF in accordance with Annex III (the "Release Notice" and the release date indicated therein, the "Release Date"). Subject to the additional condition in Section 2.2 below, TMF shall only instruct BTG to process the transfers set forth in the Flow of Funds Chart if the following conditions are satisfied or expressly waived by the Creditors:

- (i) TMF shall have received the Release Notice duly executed by AMN and Coplasa after the last Disbursement Date and at least 3 (three) Business Days prior to the Release Date;
- (ii) TMF shall have received from Grupo Moreno, at least 3 (three) Business Days before the Release Date, copies of the agreements (the "Export Performance Agreements") to be entered into between entities of the Grupo Moreno and Engelhart CTP (Brasil) S.A., ADM do Brasil Ltda., Bunge Alimentos S.A., Cargill Agrícola S.A., Louis Dreyfus Company Brasil S.A. or other trading companies accepted by the Creditors, as expressly confirmed by them to TMF (the "Trading Companies"), providing for the purchase of export performance by certain entities of Grupo Moreno from the Trading Companies, duly completed with the price for the purchase of performance, fees and the corresponding payment outside of Brazil, which shall be in the amount sufficient for the payment of the amounts to be indicated in the Flow of Funds Chart to be paid with proceeds from such purchase of performance, with evidence of authority of the signatories on behalf of the Trading Companies, affiliates party to the Export Performance Agreements and the entities of the Grupo Moreno party thereto (which authority TMF will not be under any obligation to verify); *provided that* such agreements must contain the irrevocable commitment of the Trading Companies or their affiliates to pay the U.S. Dollar at least the amounts so indicated in the Flow Funds Chart to the relevant creditors indicated in the Flow of Funds Chart on the same date as the payment in Brazil is made by such entities of Grupo Moreno to the Trading Companies or their affiliates for the purchase of performance, net of fees owed to the Trading Companies;
- (iii) TMF shall have received from Grupo Moreno evidence of the payment of all fees due to the Trading Companies for the purchase of export performance referred to above on or before the Business Day before the Release Date, and of satisfaction of all other conditions and obligations precedent to the obligation of the Trading Companies or their affiliates to make the payments of U.S. Dollar amounts so indicated in the Flow of Funds Chart, corresponding to such purchase of export performance;
- (iv) TMF shall have received from AMN and Coplasa, until 6:00 pm (São Paulo time) of the Business Day before the Release Date, the flow of funds chart in Annex IV ("Flow of Funds Chart") duly completed with the amounts of the transfers to be made on the Release Date in accordance with Grupo Moreno's judicial reorganization plan;

- (v) Sucden and the Securitization Company shall have deposited the total amount of their respective Credit Facilities, net of their respective fees, if applicable, into their respective Disbursement Account;
- (vi) Grupo Moreno shall have deposited into their respective accounts opened with BTG set forth in Annex V (the "Grupo Moreno Accounts"), on the Business Day before the Release Date, the amount of any shortfall necessary to complete in full the Committed Amount;
- (vii) TMF shall have received: (x) on the Business Day before the Release Date, statement from any tier-one financial institution (including but not limited to Banco ABC Brasil S.A., Banco Citibank S.A. and Banco BTG Pactual S.A. ("Financial Institution"), of the amount with such Financial Institution for payment to creditors outside Brazil named in the Flow of Funds Chart; and (y) no later than 10:00 am (São Paulo time) of the Release Date, evidence of the wire transfer by such Financial Institution of the amount to be paid by Grupo Moreno to such creditors with such funds held outside of Brazil;
- (viii) the amount of the wire transfer in item (vii) plus the amounts sitting in the Sucden Disbursement Account, the Securitization Disbursement Account and Grupo Moreno Accounts shall be a minimum of R\$1,000,000,000.00 (one billion reais); *provided that*, for purposes of this calculation, amounts in U.S. Dollars shall be converted into Brazilian reais at the U.S. Dollars sale exchange rate published by the Central Bank of Brazil on its exchange rate website entitled "*Cotações e Boletins*" (available at <https://www.bcb.gov.br/estabilidade financeira/historicocotacoes> or any other that replace it), option "*Cotações de fechamento de todas as moedas em uma data*", for the currency USD, code 220, "*Cotações em Real*", "*Venda*", applicable for the date preceding the Release Date; and
- (ix) the total amount of transfers to be made to creditors plus the total amount to be deposited with the judicial reorganization court or maintained on deposit at the Securitization Disbursement Account and/or Sucden Disbursement Account for payment to creditors who do not have updated account information for payment, pursuant the Flow of Funds Chart, shall be a minimum of R\$1,000,000,000.00 (one billion reais); *provided that*, for purposes of this calculation, amounts in U.S. Dollars shall be converted into Brazilian reais at the U.S. Dollars sale exchange rate published by the Central Bank of Brazil on its exchange rate website entitled "*Cotações e Boletins*" (available at <https://www.bcb.gov.br/estabilidade financeira/historicocotacoes> or any other that replace it), option "*Cotações de fechamento de todas as moedas em uma data*", for the currency USD, code 220, "*Cotações em Real*", "*Venda*", applicable for the date preceding the Release Date.

2.1.1. Upon receipt of the Release Notice, TMF is hereby authorized to, at any time from the beginning of the 2<sup>nd</sup> Business Day immediately prior to the Release Date, instruct BTG to redeem all investments made with funds deposited in the Disbursement



Accounts for credit in the respective Disbursement Account on the Business Day immediately prior to the Release Date.

2.2. In addition to the conditions precedent set forth in Section 2.1, TMF shall not instruct BTG to process the transfers of funds in accordance with the Flow of Funds Chart to the extent TMF has received no later than 8:00 am (São Paulo time) of the proposed Release Date an instruction in the form of Annex VI (a "Stop Order") from either Sucden or Quadra to not proceed with the transfers of funds due to: (i) the occurrence of an event of default or event which, with notice or lapse of time, may become an event of default under its respective Credit Facility; (ii) any representation and warranty which, in accordance with its respective facility, shall be repeated on the Release Date, as if given on such date, being false, wrong or inaccurate; or (iii) the Export Performance Agreements' not being in terms satisfactory to assure payment to the creditors outside Brazil of the amounts indicated in the Flow of Funds Chart on the same day as the payment for the purchase of the performance in Brazil.

2.3. Subject to the conditions required in Sections 2.1 and 2.2, TMF will instruct BTG to process the transfers of funds in the Flow of Funds Chart no later than 12:00 (noon) (São Paulo time) of the Release Date; *provided that*, if the conditions in Section 2.1 are fully satisfied after 10:00 am (São Paulo time) of the proposed Release Date, such conditions will be deemed satisfied and the Release Date will occur on the following Business Day.

2.4. If either (i) the conditions in Sections 2.1 are not satisfied until the earlier of December 30, 2021 and 15 (fifteen) Business Days after the first Disbursement Date, if any (the "Drop-dead-Date"), or (ii) an event under Section 2.2 occurs (if capable of being remedied, that is not cured until the Drop-dead-Date), then the transfers of funds set forth in the Flow of Funds Chart will not be made, and any funds possibly disbursed by either Sucden or the Securitization Company under its respective Credit Facility in its respective Disbursement Account will be repaid to, as the case may be, Sucden or the Securitization Company and applied to the payment of amounts owed under the respective Credit Facility in accordance with its terms.

2.5. Grupo Moreno jointly and severally agree to transfer or cause to be transferred to the Securitization Disbursement Account and Sucden Disbursement Account, in the proportion of 50% (fifty per cent) in each such accounts, within one Business Day after the Release Date, or otherwise maintain on deposit in such accounts, any amounts payable to small widespread creditors who should receive payment with the proceeds of the Credit Facilities but payment to whom either is attempted in accordance with the Flow of Funds Chart and fail, or cannot be made due to absence of payment information in the files of Grupo Moreno (the "Small Creditors"). Such funds shall be maintained on deposit in the Securitization Disbursement Account and Sucden Disbursement Account, in the proportion of 50% (fifty per cent) in each such accounts, for a period of 90 (ninety) days after the Release Date (the "Small Creditors Claim Period"). Upon termination of the Small Creditors Claim Period, TMF shall instruct BTG to transfer any remaining balance for deposit with the judicial reorganization court; *provided that* Grupo Moreno shall request the court and take all actions necessary for such deposit and timely inform TMF with all necessary information to perform the deposit with the judicial reorganization court.

2.5.1. Grupo Moreno agrees that any Small Creditor claiming payment after the Release Date shall be paid directly by Grupo Moreno and Grupo Moreno shall then request TMF to apply funds in the Securitization Disbursement Account or the Sucden Disbursement Account which are not otherwise payable to the Securitization Company or Sucden, respectively, to reimburse Grupo Moreno of such payments. Upon any such request with evidence of the payment made to such Small Creditors, TMF is hereby authorized to instruct BTG to transfer the equivalent amount from the Sucden Disbursement Account and the Securitization Disbursement Account, in this order and in the proportion of 50% (fifty percent) in each account, to Grupo Moreno for purposes of reimbursement of the amounts so paid by Grupo Moreno.

### 3. APPOINTMENT AND POWERS, RIGHTS AND DUTIES OF TMF

3.1. Each of the Creditors and each entity of Grupo Moreno hereby authorizes TMF to act on its behalf with such powers to take such actions on its behalf and to exercise such powers as are delegated to TMF by the terms of this Agreement and the Accounts Collateral and Management Agreements, together with such actions and powers as are reasonably incidental thereto, including the execution and delivery of any instructions and documents required thereunder and the performance of its duties as expressly stated thereunder. The provisions in this Agreement and the Accounts Collateral and Management Agreements requiring instructions from TMF for BTG to withhold funds in the accounts under the Accounts Collateral and Management Agreements (the "Transactions Accounts") and for transfer of funds from the Transaction Accounts to any accounts for payment of obligations owing to the Creditors and any other instructions relating to enforcement of collateral and use of proceeds of such collateral are solely for the benefit of the Creditors, and Grupo Moreno shall not have any rights as a third party beneficiary of any of such provisions or otherwise to require evidence of any such instructions.

3.2. In each case that TMF may, or is required hereunder or under the Accounts Collateral and Management Agreements to, take any action, including to make any determination, exercise of discretion or judgment, to give consents, to exercise rights, powers or remedies, to release or sell collateral or otherwise to act hereunder or under the Accounts Collateral and Management Agreements, TMF may seek direction from the Creditors. TMF shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction from the Creditors. If TMF shall request direction from the Creditors with respect to any action, TMF shall be entitled to refrain from such action unless and until TMF shall have received direction from the Creditors, and TMF shall not incur liability to any person by reason of so refraining.

3.3. TMF may at any time give notice of its resignation and be discharged of its obligations under this Agreement and the Accounts Collateral and Management Agreements. Upon receiving the notice of resignation from TMF, the Creditors, AMN and Coplasa shall appoint a successor within sixty (60) days. After such sixty (60) days, TMF shall be fully and immediately discharged of any and all responsibilities under this Agreement and the Accounts Collateral and Management Agreements. In such event, any instructions to BTG after such resignation shall be given solely by the Creditors, acting individually with respect to matters relating to funds and investments in their respective Disbursement Account, and jointly with respect to all other accounts.

3.4. Each of the entities of Grupo Moreno jointly and severally agrees (a) to pay or reimburse TMF for all reasonable costs and expenses incurred in connection with the development, preparation, negotiation, execution and performance of this Agreement and of the Accounts Collateral and Management Agreements and any amendment, waiver, consent or other modification of the provisions hereof and thereof (whether or not the transactions contemplated hereby or thereby are consummated), and the consummation and administration of the transactions contemplated hereby and thereby, including all attorney costs, as previously approved in writing by Grupo Moreno, which approval shall not be unreasonably withheld or delayed and will be considered automatically approved within 2 (two) Business Days of its request if Grupo Moreno do not expressly manifest otherwise, and (b) to pay or reimburse TMF for all reasonable costs and expenses incurred in connection with the enforcement, attempted enforcement, or preservation of any rights or remedies under this Agreement or under the Accounts Collateral and Management Agreements, including all attorney costs. The foregoing costs and expenses shall include all out-of-pocket expenses incurred by TMF under clauses (a) or (b) above and the cost of independent public accountants and other outside experts so retained. All amounts due under this Section 3.4 shall be payable within 5 (five) Business Days after demand therefor. The agreements in this Section 3.4 shall survive the termination of the Credit Facilities, this Agreement and the Accounts Collateral and Management Agreements and the repayment of all obligations under the Credit Facilities.

3.5. Any and all payments by Grupo Moreno to or for the account of TMF under this Agreement and the Accounts Collateral and Management Agreements shall be made free and clear of, and without deduction for, any taxes, expenses or withholdings of any kind imposed by the Brazilian government and/or any of its offices ("Deductions"). In case the Deductions apply to any payment due under this Agreement, Grupo Moreno, jointly and severally, shall immediately pay, in the account indicated by TMF, the additional amount necessary for the amount paid to TMF be equal to the amount that TMF would have received without the applicable Deductions.

3.6. The Parties understand that TMF, acting in its individual capacity, and its affiliates may engage in a wide range of financial services and businesses (including investment management, financing, securities trading, corporate and investment banking and research) (the "Activities") and may engage in the Activities with or on behalf of one or more entities of the Parties and their respective affiliates. Furthermore, TMF may, in undertaking the Activities, engage in trading in financial products or undertake other investment businesses for its own account or on behalf of others (including the Parties and their respective affiliates and including holding, for its own account or on behalf of others, equity, debt and similar positions in the Parties or their respective affiliates), including trading in or holding long, short or derivative positions in securities, loans or other financial products of the Parties or their affiliates. The Parties understand and agree that in engaging in the Activities, TMF may receive or otherwise obtain information concerning the Parties or their affiliates (including information concerning the ability of Grupo Moreno to perform its respective obligations hereunder and under the Accounts Collateral and Management Agreements which information may not be available to the Creditors. TMF shall not have any duty to disclose to the Parties or use on behalf of the Parties, nor be liable for the failure to so disclose or use, any information whatsoever about or derived from the Activities or otherwise (including any information concerning the business, prospects, operations, property, financial and other condition or



creditworthiness of entities of Grupo Moreno or any of their affiliates) or to account for any revenue or profits obtained in connection with the Activities.

3.7. The Parties further understand that there may be situations where members of TMF group or their respective customers (including any Party and its affiliates) either now have or may in the future have interests or take actions that may conflict with the interests of any one or more of the Parties (including the interests of the Parties hereunder and under the Accounts Collateral and Management Agreements). None of (i) this Agreement or the Accounts Collateral and Management Agreements, (ii) the receipt by TMF of information concerning the Parties or any of their affiliates (including information concerning the ability of Grupo Moreno to perform their respective obligations under the Credit Facilities) or (iii) any other matter, shall give rise to any fiduciary, equitable or contractual duties (including any duty of trust or confidence) owing by TMF to any Party including any such duty that would prevent or restrict TMF from acting on behalf of customers (including the Parties or their affiliates) or for its own account.

3.8. TMF's duties hereunder and under the Accounts Collateral and Management Agreements are solely ministerial and administrative in nature and TMF shall not have any duties or obligations except those expressly set forth herein and in the Accounts Collateral and Management Agreements. Without limiting the generality of the foregoing, TMF shall not have any duty to take any discretionary action or exercise any discretionary powers (by consent, designation, specification, requirement or approval of, notice, request or other communication from, or other direction given or action to be undertaken or to be (or not to be) suffered or omitted by TMF or to any election, decision, opinion, acceptance, use of judgment, expression of satisfaction or other exercise of discretion, rights or remedies to be made (or not to be made) by TMF), but shall be required to act or refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the direction of the Creditors, provided that TMF shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose TMF or any of its affiliates to liability or that is contrary to applicable law.

3.9. TMF shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Creditors or (ii) in the absence of its own gross negligence or willful misconduct as determined by a final and non-appealable judgment by a court of competent jurisdiction. TMF shall not be deemed to have knowledge of default under the Credit Facilities or of the event or events that give or may give rise to any default under the Credit Facilities unless and until the Creditors shall have given written notice to TMF describing such default under the Credit Facilities. TMF shall not be deemed to have knowledge of any terms and conditions of the Grupo Moreno's judicial reorganization plan.

3.10. TMF shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty, representation or other information made or supplied in or in connection with this Agreement or the Accounts Collateral and Management Agreements, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith or the adequacy, accuracy or completeness of the information contained therein, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any default under the Credit Facilities, (iv) the validity,

enforceability, effectiveness or genuineness of this Agreement, the Accounts Collateral and Management Agreements or any other agreement, instrument or document or the perfection or priority of any lien or security interest created or purported to be created by the Accounts Collateral and Management Agreements or (v) the satisfaction of any condition set forth in this Agreement.

3.11. TMF shall not be required to expend or risk any of their own funds or otherwise incur any liability, financial or otherwise, in the performance of any of their duties hereunder or under the Accounts Collateral and Management Agreements.

3.12. TMF may refuse to perform any duty or exercise any right or power unless it receives indemnity or security satisfactory to it against the costs, expenses and liabilities which might be incurred by it in performing such duty or exercising such right or power; provided that nothing herein shall be deemed to obligate any Creditor to provide any such indemnity or security.

3.13. In no event shall TMF be responsible or liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including loss of profit) irrespective of whether TMF has been advised of the likelihood of such loss or damage and regardless of the form of action, in the absence of gross negligence or willful misconduct on the part of TMF pursuant to a final and unappealable judicial decision.

3.14. TMF shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of TMF (including any act or provision of any present or future law or regulation or governmental authority, any act of God or war, civil unrest, local or national disturbance or disaster, any act of terrorism, or the unavailability of the Brazilian Central Bank wire or facsimile or other wire or communication facility).

3.15. Before TMF acts or refrains from acting, it may require an officers' certificate of Grupo Moreno, or an opinion of counsel satisfactory to TMF with respect to the proposed action or inaction. TMF shall not be liable for any action it takes or omits to take in good faith in reliance on such certificate or opinion. Whenever in the administration of this Agreement and the Accounts Collateral and Management Agreements TMF shall deem it necessary or desirable that a matter be provided or established prior to taking or suffering or omitting to take any act hereunder or thereunder, such matter (unless other evidence in respect thereof be herein or therein specifically prescribed) may, in the absence of gross negligence or willful misconduct on the part of TMF, be deemed to be conclusively proved and established by an officers' certificate delivered to TMF, and such certificate, in the absence of gross negligence or willful misconduct on the part of TMF, shall be full warrant to TMF for any action taken, suffered or omitted to be taken by it under the provisions of this Agreement or the Accounts Collateral and Management Agreements upon the faith thereof.

3.16. Nothing in this Agreement or in the Accounts Collateral and Management Agreements shall require TMF to carry out any "know your customer" or other checks in relation to entities of Grupo Moreno or any of their affiliates on behalf of the Creditors and the Creditors confirm to TMF that such Creditors are solely responsible for any such checks such Creditors are required to carry out and that such Creditors may not rely on any statement in relation to such checks made by TMF.

3.17. TMF shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by TMF to be genuine and to have been signed, sent or otherwise authenticated by the proper representative of any of the parties.

3.18. TMF may consult with legal counsel, independent accountants and other experts of its own choosing, at the expense of Grupo Moreno, as to any matter relating to this Agreement or the Accounts Collateral and Management Agreements. TMF shall not incur any liability in acting in good faith in accordance with any advice from such counsel.

3.19. TMF may perform any and all of its duties and exercise its rights and powers hereunder or under the Accounts Collateral and Management Agreements by or through any one or more delegates appointed by TMF and shall not be responsible for the misconduct or negligence of any such delegate. TMF and any such delegate may perform any and all of its duties and exercise its rights and powers by or through their respective affiliates.

3.20. The Parties confirm to TMF that each of them (i) possesses such knowledge and experience in financial and business matters so that it is capable, without reliance on TMF, of evaluating the merits and risks (including tax, legal, regulatory, credit, accounting and other financial matters) of (x) entering into this Agreement and the Accounts Collateral and Management Agreements, and (y) taking or not taking actions hereunder; (ii) is financially able to bear such risks; and (iii) has determined that entering into this Agreement and the Accounts Collateral and Management Agreements is suitable and appropriate for it. Grupo Moreno further represents and warrants to all other Parties that the transactions contemplated in this Agreement do not contravene or adversely affect the Grupo Moreno's judicial reorganization plan.

3.21. Each entity of Grupo Moreno, Sucden and the Securitization Company irrevocably and irreversibly appoints TMF as its attorney-in-fact, pursuant to Articles 684, 645 and the sole paragraph of Articles 686 of the Brazilian Civil Code, during the term of this Agreement, as condition of the Credit Facilities and this Agreement, with general powers to, through its legal representatives, attorneys-in-fact or delegated third parties, carry out any and all acts with respect to the transactions contemplated hereby only as specified herein and in the documents related to this Agreement and the Accounts Collateral and Management Agreements; to take only such action on behalf of each of Grupo Moreno, Sucden and the Securitization Company under the provisions of this Agreement and the documents related to this Agreement and the Accounts Collateral and Management Agreement and to exercise such powers and to perform such duties hereunder and thereunder as are specifically delegated to or required of TMF by the terms hereof and thereof and such other powers as are reasonably incidental hereto and thereto. TMF may perform any of its duties hereunder by or through its officers, directors, agents or employees.

#### 4. MISCELLANEOUS

4.1. All notices, requests and other communications to any Party hereunder shall be in

writing (including email) and shall be provided to the address or email provided for such Party below or, as directed by any Party, to such other address as shall be designated by such Party by written notice to the other Parties in accordance herewith. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 18:00h in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt.

(a) If to Grupo Moreno:

USINAS MORENO  
Rodovia SP 253 – KM 160 – CEP.: 14.210-000 - Luiz Antônio/SP  
Attn.: Carlos Moreno  
E-mail: [carlosmoreno@usinamoreno.com.br](mailto:carlosmoreno@usinamoreno.com.br)  
Attn.: Francisco A. M. Reis  
E-mail: [francisco.reis@usinamoreno.com.br](mailto:francisco.reis@usinamoreno.com.br)

(b) If to Sucden:

SUCRES ET DENREES S.A.  
20/22 Rue de la Ville l'Eveque, 75008  
Paris, France  
Attn.: Abla Kerdoudi  
E-mail: [akerdoudi@sucden.fr](mailto:akerdoudi@sucden.fr)

(c) If to Securitization Company:

REIT SECURITIZADORA DE RECEBÍVEIS IMOBILIÁRIOS S.A.  
Avenida Rio Branco, nº 181, sala 711, Centro  
20040-007 Rio de Janeiro, RJ  
Attn.: Haroldo Monteiro da Silva  
E-mail: [haroldo.monteiro@reit.com.br](mailto:haroldo.monteiro@reit.com.br)

c/c:

QUADRA GESTÃO DE RECURSOS S.A.  
Rua Joaquim Floriano, nº 940, 6º andar, Itaim-Bibi  
04534-004 – São Paulo, SP  
Attn.: Nilto Calixto  
E-mail: [estruturacao@quadra.capital](mailto:estruturacao@quadra.capital)

c/c:

SIMPLIFIC PAVARINI DISTRIBUIDORA DE TÍTULOS E VALORES  
MOBILIÁRIOS LTDA.  
Rua Sete de Setembro, 99, 24º andar, Centro  
20050-005 Rio de Janeiro, RJ  
Attn.: Matheus Gomes Faria / Pedro Paulo Oliveira  
E-mail: [spestruturacao@simplificpavarini.com.br](mailto:spestruturacao@simplificpavarini.com.br)

(d) If to TMF:

TMF BRASIL ADMINISTRAÇÃO E GESTÃO DE ATIVOS LTDA.  
Alameda Caiapós, nº 243, Térreo, conj. A, sala 1  
Barueri, SP  
Attn.: Danilo Oliveira / Karla Fernandes  
E-mail: [danilo.oliveira@tmf-group.com](mailto:danilo.oliveira@tmf-group.com) / [karla.fernandes@tmf-group.com](mailto:karla.fernandes@tmf-group.com)

(e) If to Quadra:

QUADRA GESTÃO DE RECURSOS S.A.  
Rua Joaquim Floriano, nº 940, 6º andar, Itaim-Bibi  
04534-004 – São Paulo, SP  
Attn.: Nilto Calixto  
E-mail: [estruturacao@quadra.capital](mailto:estruturacao@quadra.capital)

4.2. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed, in the case of an amendment, by each Party to this Agreement, or in the case of a waiver, by the Party against whom the waiver is to be effective.

4.2.1. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

4.3. All costs and expenses incurred in connection with this Agreement shall be paid by Grupo Moreno.

4.4. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided that (i) Grupo Moreno may not assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the written consent of the other Parties hereto, and (ii) each other Party may, at its sole discretion and without the need of consent by the other Parties, assign this Agreement and its rights and obligations hereunder.

4.5. This Agreement shall be governed by and construed in accordance with the laws of the Federative Republic of Brazil.

4.6. Each party hereby accepts, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of the courts of the city of São Paulo, State of São Paulo, Brazil, for legal proceedings arising out of or in connection with this Agreement.

4.7. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the



transactions contemplated hereby are not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

4.8. The remedies provided for under this Agreement are cumulative and the exercise of one right or remedy does not preclude any Party from exercising any other right or remedy against the other Party, except as otherwise provided in this Agreement. Each Party shall be entitled to all other remedies available under applicable Law in addition to the remedies specifically mentioned in this Agreement.

4.9. The Parties agree that the obligations imposed on them in this Agreement are especial, unique and of an extraordinary character, and that, in the event of breach by any Party, damages would not be an adequate or sufficient remedy and each of the other Parties shall be entitled to specific performance and injunctive relief in addition to any other remedy to which it may be entitled, at law or in equity; and the Parties hereto further agree to waive any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief. The Parties agree that all of the obligations undertaken by them hereunder are subject to, and shall enjoy the benefit of, specific performance in accordance with the Code of Civil Procedure of Brazil.

IN WITNESS WHEREOF, the Parties hereto expressly agree that this Agreement shall be signed electronically, using signing certification process made available by *Infraestrutura de Chaves Públicas Brasileira – ICP-Brasil*. Therefore, the parties hereto confer to this Agreement all legal effects, ratifying the validity, authenticity, genuiness, integrity and existence of all rights and obligations hereunder. The physical signing of this Agreement, as well as its hardcopy, will not be required for purpose of performance of the obligations hereunder, nor to its effectiveness, validity and enforceability. The parties hereunder agree that the execution date of this Agreement shall be deemed the date on which all parties hereunder have electronically signed this Agreement.

São Paulo, October 29, 2021

(Signatures are included in the next pages.)

(Remainder of this page intentionally left in blank.)

*[Signature page 1/2 to the Closing Agreement among Sucres et Denrees S.A., Reit Securitizadora de Recebíveis Imobiliários S.A., Agrícola Moreno de Nipoã Ltda. – em Recuperação Judicial, Coplasa – Açúcar e Alcool Ltda. – em Recuperação Judicial, Central Energética Moreno Açúcar e Alcool Ltda. – Em Recuperação Judicial, Central Energética Moreno de Monte Aprazível Açúcar e Alcool Ltda. – Em Recuperação Judicial, Agrícola Moreno de Luiz Antônio Ltda. – Em Recuperação Judicial, TMF Brasil Administração e Gestão de Ativos Ltda. and Quadra Gestão de Recursos S.A.]*

AGRÍCOLA MORENO DE NIPOÃ LTDA. – EM RECUPERAÇÃO JUDICIAL

\_\_\_\_\_  
Name: Carlos Alberto Moreno  
CPF: 026.430.488-81  
Title: Officer

\_\_\_\_\_  
Name: André Luís Moreno  
CPF:159.922.818-19  
Title: Officer

COPLASA – AÇÚCAR E ÁLCOOL LTDA. – EM RECUPERAÇÃO JUDICIAL

\_\_\_\_\_  
Name: Carlos Alberto Moreno  
CPF: 026.430.488-81  
Title: Officer

\_\_\_\_\_  
Name: André Luís Moreno  
CPF:159.922.818-19  
Title: Officer

CENTRAL ENERGÉTICA MORENO AÇÚCAR E ÁLCOOL LTDA. – EM RECUPERAÇÃO JUDICIAL

\_\_\_\_\_  
Name: Carlos Alberto Moreno  
CPF: 026.430.488-81  
Title: Officer

\_\_\_\_\_  
Name: André Luís Moreno  
CPF:159.922.818-19  
Title: Officer

CENTRAL ENERGÉTICA MORENO DE MONTE APRAZÍVEL AÇÚCAR E ÁLCOOL LTDA. – EM RECUPERAÇÃO JUDICIAL

\_\_\_\_\_  
Name: Carlos Alberto Moreno  
CPF: 026.430.488-81  
Title: Officer

\_\_\_\_\_  
Name: André Luís Moreno  
CPF:159.922.818-19  
Title: Officer

AGRÍCOLA MORENO DE LUIZ ANTÔNIO LTDA. – EM RECUPERAÇÃO JUDICIAL

\_\_\_\_\_  
Name: Carlos Alberto Moreno  
CPF: 026.430.488-81  
Title: Officer

\_\_\_\_\_  
Name: André Luís Moreno  
CPF:159.922.818-19  
Title: Officer

*[Signature page 2/2 to the Closing Agreement among Sucres et Denrees S.A., Reit Securitizadora de Recebíveis Imobiliários S.A., Agrícola Moreno de Nipoã Ltda. – em Recuperação Judicial, Coplasa – Açúcar e Alcool Ltda. – em Recuperação Judicial, Central Energética Moreno Açúcar e Alcool Ltda. – Em Recuperação Judicial, Central Energética Moreno de Monte Aprazível Açúcar e Alcool Ltda. – Em Recuperação Judicial, Agrícola Moreno de Luiz Antônio Ltda. – Em Recuperação Judicial, TMF Brasil Administração e Gestão de Ativos Ltda. and Quadra Gestão de Recursos S.A.]*

SUCRES ET DENREES S.A.

---

Name: Emmanuel Joseph Berdugo  
CPF: 231.612.078-40  
Title: Procurador

REIT SECURITIZADORA DE RECEBÍVEIS IMOBILIÁRIOS S.A.

---

Name: Bruno Patrício Braga do Rio  
CPF: 099.213.817-50  
Title: Officer

---

Name: Samuel Albino da Silva  
CPF: 023.219.337-12  
Title: Officer

TMF BRASIL ADMINISTRAÇÃO E GESTÃO DE ATIVOS LTDA.

---

Name: Karla Andrea Fernandes  
CPF: 721.670.687-99  
Title: Officer

QUADRA GESTÃO DE RECURSOS S.A.

---

Name: Nilto Calixto Silva  
CPF: 783.996.611-04  
Title: Officer

Testemunhas:

1. \_\_\_\_\_  
Name: Victor Gallo Otozato  
CPF: 418.667.558-97

2. \_\_\_\_\_  
Name: Marcela Pizzo Crem do Santos  
CPF: 991.298.921-04

ANNEX I

FORM OF CP CONFIRMATION NOTICE

[São Paulo, [•], 2021]

TMF Brasil Administração e Gestão de Ativos Ltda.  
Alameda Caiapós, nº 243, Térreo, conj. A, sala 1  
Barueri, SP

Attn.: Danilo Oliveira / Karla Fernandes

Via e-mail

Re: Grupo Moreno Closing Agreement – CP Confirmation Notice

Ladies and Gentlemen,

Reference is made to the Closing Agreement, dated October 29, 2021, among Sucres et Denrees S.A., Reit Securitizadora de Recebíveis Imobiliários S.A., Agrícola Moreno de Nipoã Ltda. – em Recuperação Judicial, Coplasa – Açúcar e Alcool Ltda. – em Recuperação Judicial, Central Energética Moreno Açúcar e Alcool Ltda. – Em Recuperação Judicial, Central Energética Moreno de Monte Aprazível Açúcar e Alcool Ltda. – Em Recuperação Judicial, Agrícola Moreno de Luiz Antônio Ltda. – Em Recuperação Judicial, TMF Brasil Administração e Gestão de Ativos Ltda. and Quadra Gestão de Recursos S.A.

We hereby confirm, in relation to the requirement of satisfaction or waiver of conditions precedent to the disbursement of the Export Prepayment Agreement, dated October 29, 2021 (the "Facility"), among Sucres et Denrees S.A., Coplasa – Açúcar e Alcool Ltda. – em Recuperação Judicial, Central Energética Moreno Açúcar e Alcool Ltda. – Em Recuperação Judicial, Central Energética Moreno de Monte Aprazível Açúcar e Alcool Ltda. – Em Recuperação Judicial][Rural Product Bill (*Cédula de Produto Rural*) (the "Facility") issued by Agrícola Moreno de Nipoã Ltda. – em Recuperação Judicial to Reit Securitizadora de Recebíveis Imobiliários S.A. on October 29, 2021], that we will disburse the [export advances][funds] thereunder within the term of [•] days set forth in the Facility.

This notice shall not be interpreted as a confirmation of satisfaction of conditions precedent. In particular, it shall not be interpreted to imply any agreement that any representations and warranties are true, correct and complete and that no default has occurred under the Facility.

Very truly yours,

[Sucres et Denrees S.A.][Reit Securitizadora de Recebíveis Imobiliários S.A.]



---

Name: [•]  
CPF: [•]  
Title: [•]

Annex II

FORM OF TMF DISBURSEMENT NOTICE

Barueri, [•], 2021

SUCRES ET DENREES S.A.  
20/22 Rue de la Ville l'Eveque, 75008  
Paris, France

Attn.: Abla Kerdoudi

REIT SECURITIZADORA DE RECEBÍVEIS IMOBILIÁRIOS S.A.  
Avenida Rio Branco, nº 181, sala 711, Centro  
20040-007 Rio de Janeiro, RJ

Attn.: Haroldo Monteiro da Silva

c/c:

QUADRA GESTÃO DE RECURSOS S.A.  
Rua Joaquim Floriano, nº 940, 6º andar, Itaim-Bibi  
04534-004 – São Paulo, SP

Attn.: Nilto Calixto

c/c:

SIMPLIFIC PAVARINI DISTRIBUIDORA DE TÍTULOS E VALORES MOBILIÁRIOS LTDA.  
Rua Sete de Setembro, 99, 24º andar, Centro  
20050-005 Rio de Janeiro, RJ

Attn.: Matheus Gomes Faria / Pedro Paulo Oliveira

Via e-mail

Re: Grupo Moreno Closing Agreement – TMF Disbursement Notice

Ladies and Gentlemen,

Reference is made to the Closing Agreement, dated October 29, 2021 (the "Closing Agreement"), among Sucres et Denrees S.A., Reit Securitizadora de Recebíveis Imobiliários S.A., Agrícola Moreno de Nipoã Ltda. – em Recuperação Judicial, Coplasa – Açúcar e Alcool Ltda. – em Recuperação Judicial, Central Energética Moreno Açúcar e Alcool Ltda. – Em Recuperação Judicial, Central Energética Moreno de Monte Aprazível Açúcar e Alcool Ltda. – Em Recuperação Judicial, Agrícola Moreno de Luiz Antônio Ltda. – Em Recuperação Judicial, TMF Brasil Administração e Gestão de Ativos

Ltda. and Quadra Gestão de Recursos S.A. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Closing Agreement.

We hereby inform you that both Sucden and the Securitization Company have confirmed, in relation to the conditions precedent to disbursement of their respective Credit Facility, that they will disburse the funds under their respective Credit Facility. Accordingly, each of Sucden and the Securitization Company shall disburse the proceeds of its respective Credit Facility into Sucden Disbursement Account or Securitization Disbursement Account, as applicable, within the respective term set forth in each such Credit Facility.

Very truly yours,

TMF BRASIL ADMINISTRAÇÃO E GESTÃO DE ATIVOS LTDA.

---

Name: [•]

CPF: [•]

Title: [•]

Annex III

FORM OF RELEASE NOTICE

[São Paulo, [•], 2021]

TMF Brasil Administração e Gestão de Ativos Ltda.  
Alameda Caiapós, nº 243, Térreo, conj. A, sala 1  
Barueri, SP

Attn.: Danilo Oliveira / Karla Fernandes

Via e-mail

Re: Grupo Moreno Closing Agreement – Release Notice

Ladies and Gentlemen,

This Release Notice is being delivered to you in accordance with Section 2.1 of the Closing Agreement, dated October 29, 2021 (the "Closing Agreement"), among Sucres et Denrees S.A., Reit Securitizadora de Recebíveis Imobiliários S.A., Agrícola Moreno de Nipoã Ltda. – em Recuperação Judicial, Coplasa – Açúcar e Alcool Ltda. – em Recuperação Judicial, Central Energética Moreno Açúcar e Alcool Ltda. – Em Recuperação Judicial, Central Energética Moreno de Monte Aprazível Açúcar e Alcool Ltda. – Em Recuperação Judicial, Agrícola Moreno de Luiz Antônio Ltda. – Em Recuperação Judicial, TMF Brasil Administração e Gestão de Ativos Ltda. and Quadra Gestão de Recursos S.A., in order to inform you of the designation of [date] as the intended Release Date (as defined in the Closing Agreement).

AGRÍCOLA MORENO DE NIPOÃ LTDA. – EM RECUPERAÇÃO JUDICIAL

---

Name: Carlos Alberto Moreno  
CPF: 026.430.488-81  
Title: Officer

---

Name: André Luís Moreno  
CPF: 159.922.818-19  
Title: Officer

COPLASA – AÇÚCAR E ÁLCOOL LTDA. – EM RECUPERAÇÃO JUDICIAL

---

Name: Carlos Alberto Moreno  
CPF: 026.430.488-81  
Title: Officer

---

Name: André Luís Moreno  
CPF: 159.922.818-19  
Title: Officer

## Annex IV

### MORENO CLOSING AGREEMENT – FLOW OF FUNDS CHART

*[Moreno to include, for signing, transfer instructions, except for the amount of each transfer. Suggested form below.]*

Capitalized terms used and not otherwise defined herein, shall have the meanings ascribed to such terms in the Closing Agreement, dated October 29, 2021, among Sucres et Denrees S.A., Reit Securitizadora de Recebíveis Imobiliários S.A., Agrícola Moreno de Nipoã Ltda. – em Recuperação Judicial, Coplasa – Açúcar e Álcool Ltda. – em Recuperação Judicial, Central Energética Moreno Açúcar e Álcool Ltda. – Em Recuperação Judicial, Central Energética Moreno de Monte Aprazível Açúcar e Álcool Ltda. – Em Recuperação Judicial, Agrícola Moreno de Luiz Antônio Ltda. – Em Recuperação Judicial, TMF Brasil Administração e Gestão de Ativos Ltda. and Quadra Gestão de Recursos S.A.

#### I. Payment Outside Brazil

Debited Account	Beneficiary, Transfer Instructions Credited Account	Facility to be Paid	Amount

#### II. Payment to Trading Companies (Brazil) and by Trading Companies (Outside Brazil)

Debited Account	Trading Company Beneficiary, Transfer Instructions, Credited Account	Facility to be Paid with Funds from Trading Company	Creditor and Transfer Instructions	Amount

#### III Payments in Brazil to Large Creditors

Debited Account	Beneficiary, Transfer Instructions Credited Account	Facility to be Paid	Amount

#### IV. Payments in Brazil to Small Creditors



\*Funds to be transferred to accounts of Grupo Moreno informed below for payment to the creditors listed in Exhibit A to this Flow of Funds Chart, in the respective amounts set forth therein.

Debited Account	Beneficiary, Transfer Instructions Credited Account	Amount

V. Transfer to Account of the Judicial Reorganization Court

\* Funds to be transferred to account of the Judicial Reorganization Court [or maintained on deposit at the Securitization Disbursement Account or the Sudden Disbursement Account] to remain available for the creditors listed in Exhibit B, in the respective amounts set forth therein, which creditors do not have their payment account information registered in Grupo Moreno's files, and who will be entitled to claim such funds from the Court.

Debited Account	Beneficiary, Transfer Instructions Credited Account	Amount

Total amount of transfers: R\$[•]

AMN and Coplasa hereby represent and warrant that: (i) the payment information above is the information registered in the files of Grupo Moreno with respect to each creditor who shall receive payment with the proceeds of the debtor-in-possession facilities and own funds of Grupo Moreno forming the Committed Amount (*Valor Compromissado*), in accordance with Section [•] of Grupo Moreno's Judicial Reorganization Plan ; (ii) the payment amounts above are the correct amounts payable to such creditors in accordance with Grupo Moreno's Judicial Reorganization Plan; and (iii) the transfers of amounts above will satisfy the requirement in the Judicial Reorganization Plan to commit the amount of R\$1,000,000,000.00 (one billion reais) (*Valor Compromissado*) to the payment of certain creditors, as per Section [•] of their Judicial Reorganization Plan.

AGRÍCOLA MORENO DE NIPOÃ LTDA. – EM RECUPERAÇÃO JUDICIAL

\_\_\_\_\_  
Name: Carlos Alberto Moreno  
CPF: 026.430.488-81  
Title: Officer

\_\_\_\_\_  
Name: André Luís Moreno  
CPF:159.922.818-19  
Title: Officer

COPLASA – AÇÚCAR E ÁLCOOL LTDA. – EM RECUPERAÇÃO JUDICIAL

\_\_\_\_\_  
Name: Carlos Alberto Moreno  
CPF: 026.430.488-81  
Title: Officer

\_\_\_\_\_  
Name: André Luís Moreno  
CPF:159.922.818-19  
Title: Officer

Exhibit A

SMALL CREDITORS

Small Creditor	Credit	Amount

Exhibit B

SMALL CREDITORS WITHOUT PAYMENT INFORMATION ON RECORD

Small Creditor	Credit	Amount

Annex V

GRUPO MORENO ACCOUNTS

Entity of Grupo Moreno	Account Information	Amount to be Deposited
AMN	297666-5	[ ]
COPLASA	239112-2	[ ]
CEM	281530-3	[ ]
CEMMA	281897-0	[ ]
Moreno Luiz Antônio	244339-1	[ ]

Annex VI

FORM OF STOP ORDER

[São Paulo, [•], 2021]

TMF Brasil Administração e Gestão de Ativos Ltda.  
Alameda Caiapós, nº 243, Térreo, conj. A, sala 1  
Barueri, SP

Attn.: Danilo Oliveira / Karla Fernandes

Via e-mail

Re: Grupo Moreno Closing Agreement – Stop Order

Ladies and Gentlemen,

This notice is delivered to you pursuant to Section 2.2 of the Closing Agreement, dated October 29, 2021 (the "Closing Agreement"), among Sucres et Denrees S.A., Reit Securitizadora de Recebíveis Imobiliários S.A., Agrícola Moreno de Nipoã Ltda. – em Recuperação Judicial, Coplasa – Açúcar e Alcool Ltda. – em Recuperação Judicial, Central Energética Moreno Açúcar e Alcool Ltda. – Em Recuperação Judicial, Central Energética Moreno de Monte Aprazível Açúcar e Alcool Ltda. – Em Recuperação Judicial, Agrícola Moreno de Luiz Antônio Ltda. – Em Recuperação Judicial, TMF Brasil Administração e Gestão de Ativos Ltda. ("TMF") and Quadra Gestão de Recursos S.A. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Closing Agreement.

We hereby instruct TMF to not instruct BTG to process the transfers of funds in accordance with the Flow of Funds Chart due to: [(i)] the occurrence of the [event of default] [event which, with notice or lapse of time, may become an event of default under Section [•] of the [Sucden][Securitization] Credit Facility, as a result [*describe fact constituting the default or event of default;*] [(ii)] the representation and warranty in Section [•] of the [Sucden][Securitization] Credit Facility being false, wrong or inaccurate on the Release Date, as a result of [*describe fact constituting misrepresentation;*] [and (iii)] the Export Performance Agreements' not being in terms satisfactory to assure payment to the creditors outside Brazil of the amounts indicated in the Flow of Funds Chart on the same day as the payment for the purchase of the performance in Brazil, as a result of [*describe issue with the Export Performance Agreement*].

Very truly yours,

[Sucres et Denrees S.A.][Reit Securitizadora de Recebíveis Imobiliários S.A.]

---

Name: [•]

CPF: [•]  
Title: [•]



## Closing Agreement 2031983 13 pdf

Código do documento 144c3c49-acb8-4c6c-84aa-1ee6ceed6a43



### Assinaturas

-  VICTOR GALLO OTOZATO:41866755897  
Certificado Digital  
victor.gallo@quadra.capital  
Assinou como testemunha
-  MARCELA PIZZO CREM DOS SANTOS:99129892104  
Certificado Digital  
marcela@quadra.capital  
Assinou como testemunha
-  ANDRE LUIS MORENO:15992281819  
Certificado Digital  
andremoreno@usinanovamoreno.com.br  
Assinou como parte
-  CARLOS ALBERTO MORENO:02643048881  
Certificado Digital  
carlosmoreno@usinamoreno.com.br  
Assinou como parte
-  ANDRE LUIS MORENO:15992281819  
Certificado Digital  
andremoreno@usinanovamoreno.com.br  
Assinou como parte
-  CARLOS ALBERTO MORENO:02643048881  
Certificado Digital  
carlosmoreno@usinamoreno.com.br  
Assinou como parte
-  ANDRE LUIS MORENO:15992281819  
Certificado Digital  
andremoreno@usinanovamoreno.com.br  
Assinou como parte
-  CARLOS ALBERTO MORENO:02643048881  
Certificado Digital  
carlosmoreno@usinamoreno.com.br  
Assinou como parte
-  ANDRE LUIS MORENO:15992281819  
Certificado Digital  
andremoreno@usinanovamoreno.com.br  
Assinou como parte
-  CARLOS ALBERTO MORENO:02643048881  
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Assinou como parte
-  EMMANUEL JOSEPH BERDUGO:23161207840  
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-  BRUNO PATRICIO BRAGA DO RIO:09921381750  
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## Eventos do documento

### 29 Oct 2021, 18:41:45

Documento número 144c3c49-acb8-4c6c-84aa-1ee6ceed6a43 **criado** por NILTO CALIXTO SILVA (Conta 007d949d-cb92-40f1-9c04-6c0993044e10). Email :estruturacao@quadra.capital. - DATE\_ATOM: 2021-10-29T18:41:45-03:00

### 29 Oct 2021, 22:38:22

Assinaturas **iniciadas** por NILTO CALIXTO SILVA (007d949d-cb92-40f1-9c04-6c0993044e10). Email: estruturacao@quadra.capital. - DATE\_ATOM: 2021-10-29T22:38:22-03:00

### 29 Oct 2021, 22:58:09

**ASSINATURA COM CERTIFICADO DIGITAL ICP-BRASIL** - VICTOR GALLO OTOZATO:41866755897 **Assinou como testemunha** Email: victor.gallo@quadra.capital. IP: 191.209.42.20 (191-209-42-20.user.vivozap.com.br porta: 20852). Dados do Certificado: C=BR,O=ICP-Brasil,OU=Secretaria da Receita Federal do Brasil - RFB,OU=AC Certisign RFB G5,OU=A1,CN=VICTOR GALLO OTOZATO:41866755897. - DATE\_ATOM: 2021-10-29T22:58:09-03:00

### 29 Oct 2021, 23:14:20

**ASSINATURA COM CERTIFICADO DIGITAL ICP-BRASIL** - MARCELA PIZZO CREM DOS SANTOS:99129892104 **Assinou como testemunha** Email: marcela@quadra.capital. IP: 191.209.42.20 (191-209-42-20.user.vivozap.com.br porta: 4422). Dados do Certificado: C=BR,O=ICP-Brasil,OU=Secretaria da Receita Federal do Brasil - RFB,OU=AC Certisign RFB G5,OU=A1,CN=MARCELA PIZZO CREM DOS SANTOS:99129892104. - DATE\_ATOM: 2021-10-29T23:14:20-03:00



**30 Oct 2021, 11:25:55**

**ASSINATURA COM CERTIFICADO DIGITAL ICP-BRASIL** - CARLOS ALBERTO MORENO:02643048881 **Assinou como parte** Email: carlosmoreno@usina-moreno.com.br. IP: 168.227.226.250 (168-227-226-250.skymaxtelecom.com.br porta: 10074). Dados do Certificado: C=BR,O=ICP-Brasil,OU=Secretaria da Receita Federal do Brasil - RFB,OU=AC ONLINE RFB v5,OU=A3,CN=CARLOS ALBERTO MORENO:02643048881. - DATE\_ATOM: 2021-10-30T11:25:55-03:00

**30 Oct 2021, 11:26:25**

**ASSINATURA COM CERTIFICADO DIGITAL ICP-BRASIL** - CARLOS ALBERTO MORENO:02643048881 **Assinou como parte** Email: carlosmoreno@usina-moreno.com.br. IP: 168.227.226.250 (168-227-226-250.skymaxtelecom.com.br porta: 10502). Dados do Certificado: C=BR,O=ICP-Brasil,OU=Secretaria da Receita Federal do Brasil - RFB,OU=AC ONLINE RFB v5,OU=A3,CN=CARLOS ALBERTO MORENO:02643048881. - DATE\_ATOM: 2021-10-30T11:26:25-03:00

**30 Oct 2021, 11:26:58**

**ASSINATURA COM CERTIFICADO DIGITAL ICP-BRASIL** - CARLOS ALBERTO MORENO:02643048881 **Assinou como parte** Email: carlosmoreno@usina-moreno.com.br. IP: 168.227.226.250 (168-227-226-250.skymaxtelecom.com.br porta: 10766). Dados do Certificado: C=BR,O=ICP-Brasil,OU=Secretaria da Receita Federal do Brasil - RFB,OU=AC ONLINE RFB v5,OU=A3,CN=CARLOS ALBERTO MORENO:02643048881. - DATE\_ATOM: 2021-10-30T11:26:58-03:00

**30 Oct 2021, 11:27:39**

**ASSINATURA COM CERTIFICADO DIGITAL ICP-BRASIL** - CARLOS ALBERTO MORENO:02643048881 **Assinou como parte** Email: carlosmoreno@usina-moreno.com.br. IP: 168.227.226.250 (168-227-226-250.skymaxtelecom.com.br porta: 14424). Dados do Certificado: C=BR,O=ICP-Brasil,OU=Secretaria da Receita Federal do Brasil - RFB,OU=AC ONLINE RFB v5,OU=A3,CN=CARLOS ALBERTO MORENO:02643048881. - DATE\_ATOM: 2021-10-30T11:27:39-03:00

**30 Oct 2021, 11:28:10**

**ASSINATURA COM CERTIFICADO DIGITAL ICP-BRASIL** - CARLOS ALBERTO MORENO:02643048881 **Assinou como parte** Email: carlosmoreno@usina-moreno.com.br. IP: 168.227.226.250 (168-227-226-250.skymaxtelecom.com.br porta: 14818). Dados do Certificado: C=BR,O=ICP-Brasil,OU=Secretaria da Receita Federal do Brasil - RFB,OU=AC ONLINE RFB v5,OU=A3,CN=CARLOS ALBERTO MORENO:02643048881. - DATE\_ATOM: 2021-10-30T11:28:10-03:00

**30 Oct 2021, 11:49:19**

**ASSINATURA COM CERTIFICADO DIGITAL ICP-BRASIL** - NILTO CALIXTO SILVA:78399661104 **Assinou como parte** Email: calixto@quadra.capital. IP: 201.95.113.233 (201-95-113-233.dsl.telesp.net.br porta: 19562). Dados do Certificado: C=BR,O=ICP-Brasil,OU=Secretaria da Receita Federal do Brasil - RFB,OU=AC Certisign RFB G5,OU=A1,CN=NILTO CALIXTO SILVA:78399661104. - DATE\_ATOM: 2021-10-30T11:49:19-03:00

**30 Oct 2021, 15:14:41**

**ASSINATURA COM CERTIFICADO DIGITAL ICP-BRASIL** - BRUNO PATRICIO BRAGA DO RIO:09921381750 **Assinou como parte** Email: bruno.rio@reit.com.br. IP: 179.83.253.65 (179.83.253.65.dynamic.adsl.gvt.net.br porta: 29312). Dados do Certificado: C=BR,O=ICP-Brasil,OU=Secretaria da Receita Federal do Brasil - RFB,OU=AC SERASA RFB v5,OU=A1,CN=BRUNO PATRICIO BRAGA DO RIO:09921381750. - DATE\_ATOM:



2021-10-30T15:14:41-03:00

**30 Oct 2021, 21:25:19**

**ASSINATURA COM CERTIFICADO DIGITAL ICP-BRASIL** - SAMUEL ALBINO DA SILVA:02321933712 **Assinou como parte** Email: samuel.albino@reit.com.br. IP: 187.78.206.72 (187-78-206-72.user.veloxzone.com.br porta: 53300). Dados do Certificado: C=BR,O=ICP-Brasil,OU=Secretaria da Receita Federal do Brasil - RFB,OU=AC SERASA RFB v5,OU=A1,CN=SAMUEL ALBINO DA SILVA:02321933712. - DATE\_ATOM: 2021-10-30T21:25:19-03:00

**31 Oct 2021, 11:21:09**

**ASSINATURA COM CERTIFICADO DIGITAL ICP-BRASIL** - EMMANUEL JOSEPH BERDUGO:23161207840 **Assinou como parte** Email: eberdugo@sucden.com. IP: 179.218.17.190 (b3da11be.virtua.com.br porta: 47074). Dados do Certificado: C=BR,O=ICP-Brasil,OU=Secretaria da Receita Federal do Brasil - RFB,OU=AC Certisign RFB G5,OU=A3,CN=EMMANUEL JOSEPH BERDUGO:23161207840. - DATE\_ATOM: 2021-10-31T11:21:09-03:00

**01 Nov 2021, 11:36:48**

**ASSINATURA COM CERTIFICADO DIGITAL ICP-BRASIL** - KARLA ANDREA FERNANDES:72167068700 **Assinou como parte** Email: karla.fernandes@tmf-group.com. IP: 177.141.162.185, 177.39.96.180 ( porta: 13092). Dados do Certificado: C=BR,O=ICP-Brasil,OU=Secretaria da Receita Federal do Brasil - RFB,OU=AC DIGITALSIGN RFB G2,OU=A3,CN=KARLA ANDREA FERNANDES:72167068700. - DATE\_ATOM: 2021-11-01T11:36:48-03:00

**01 Nov 2021, 11:53:14**

**ASSINATURA COM CERTIFICADO DIGITAL ICP-BRASIL** - ANDRE LUIS MORENO:15992281819 **Assinou como parte** Email: andremoreno@usinanovamoreno.com.br. IP: 186.225.139.118 (186-225-139-118.customer.sinalbr.com.br porta: 43454). Dados do Certificado: C=BR,O=ICP-Brasil,OU=Autoridade Certificadora Raiz Brasileira v2, AC SOLUTI,OU=AC SOLUTI Multipla,OU=A3,CN=ANDRE LUIS MORENO:15992281819. - DATE\_ATOM: 2021-11-01T11:53:14-03:00

**01 Nov 2021, 11:53:48**

**ASSINATURA COM CERTIFICADO DIGITAL ICP-BRASIL** - ANDRE LUIS MORENO:15992281819 **Assinou como parte** Email: andremoreno@usinanovamoreno.com.br. IP: 186.225.139.118 (186-225-139-118.customer.sinalbr.com.br porta: 43590). Dados do Certificado: C=BR,O=ICP-Brasil,OU=Autoridade Certificadora Raiz Brasileira v2, AC SOLUTI,OU=AC SOLUTI Multipla,OU=A3,CN=ANDRE LUIS MORENO:15992281819. - DATE\_ATOM: 2021-11-01T11:53:48-03:00

**01 Nov 2021, 11:54:22**

**ASSINATURA COM CERTIFICADO DIGITAL ICP-BRASIL** - ANDRE LUIS MORENO:15992281819 **Assinou como parte** Email: andremoreno@usinanovamoreno.com.br. IP: 186.225.139.118 (186-225-139-118.customer.sinalbr.com.br porta: 36510). Dados do Certificado: C=BR,O=ICP-Brasil,OU=Autoridade Certificadora Raiz Brasileira v2, AC SOLUTI,OU=AC SOLUTI Multipla,OU=A3,CN=ANDRE LUIS MORENO:15992281819. - DATE\_ATOM: 2021-11-01T11:54:22-03:00

**01 Nov 2021, 11:55:57**

**ASSINATURA COM CERTIFICADO DIGITAL ICP-BRASIL** - ANDRE LUIS MORENO:15992281819 **Assinou como parte** Email: andremoreno@usinanovamoreno.com.br. IP: 186.225.139.118 (186-225-139-118.customer.sinalbr.com.br porta: 44972). Dados do Certificado: C=BR,O=ICP-Brasil,OU=Autoridade Certificadora Raiz Brasileira v2, AC SOLUTI,OU=AC SOLUTI Multipla,OU=A3,CN=ANDRE LUIS MORENO:15992281819. - DATE\_ATOM: 2021-11-01T11:55:57-03:00





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MORENO:15992281819. - DATE\_ATOM: 2021-11-01T11:55:57-03:00

**01 Nov 2021, 11:56:33**

**ASSINATURA COM CERTIFICADO DIGITAL ICP-BRASIL** - ANDRE LUIS MORENO:15992281819 **Assinou como parte** Email: andremoreno@usinanovamoreno.com.br. IP: 186.225.139.118

(186-225-139-118.customer.sinalbr.com.br porta: 44972). Dados do Certificado: C=BR,O=ICP-

Brasil,OU=Autoridade Certificadora Raiz Brasileira v2, AC SOLUTI,OU=AC SOLUTI Multipla,OU=A3,CN=ANDRE LUIS

MORENO:15992281819. - DATE\_ATOM: 2021-11-01T11:56:33-03:00

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(SHA512):f5f2195cfc2dd1c2128c12cf0b68f57f0278ed2652287db7e6c0283b2d4801f9a75b029f430a9d405ca9b297891c3d0033a97666e6c8b051f8b52a53f87b6a3c

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