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USINAS SIDERÚRGICAS DE MINAS GERAIS S/A - USIMINAS CNPJ/ME 60.894.730/0001-05 NIRE 313.000.1360-0 Publicly Traded Company

Minutes of the Extraordinary Meeting of the Board of Directors of Usinas Siderúrgicas de Minas Gerais S/A – USIMINAS, held through videoconference, on April 19th, 2022, at 10:00AM.

Board Member Participants – Ruy Roberto Hirschheimer, Chairman; Yuichi Akiyama, Elias de Matos Brito, Ronald Seckelmann, Rita Rebelo Horta de Assis Fonseca, Hiroshi Ono, Edílio Ramos Veloso e Oscar Montero Martinez. Secretary – Bruno Lage de Araújo Paulino.

Agenda:

Items for approval

I – 1. Issuance of Debentures:

1.1. The public distribution of the 8th (eigth) issuance of simple and nonconvertible into shares, unsecured debentures, in unsecured type, in up to 2 (two) series to be composed of 700.000 (seven hundred thousand) debentures, all with nominal unit value of R\$ 1.000,00 (one thousand reais) and issued by the Company ("Debentures"), summing up, at the issuance date, the total amount of R\$ 700.000.000,00 (seven hundred million reais), for public offer with restricted distribution efforts under the terms of the Comissão de Valores Mobiliários Instruction ("<u>CVM</u>") No. 476, as of January 16, 2009, as amended ("CVM Instruction 476") and any other applicable law and regulatory order ("<u>Issuance</u>" and "<u>Restricted Offer</u>") and in accordance with "Private Instrument of Deed of the 8th (eighth) issuance of simple debentures, not convertible into share, unsecured type, in up 2 (two) series, for public offer with restricted distribution efforts, of Usinas Siderúrgicas de Minas Gerais - Usiminas" ("Issuance Deed"); 1.2. The main aspects and characteristics of the Issuance and the Restricted Offer - The Board unanimously approved the Issuance and the implementation of the Restricted Offer, with the following main terms and conditions, which will be detailed and regulated in the Issuance Deed:

(a) **Issuance Number**: The Issuance constitutes the 8th (eighth) issuance of Debentures of the Company;



- (b) The Total Amount of the Issuance: The total amount of Issuance is R\$ 700.000.000,00 (seven hundred million reais);
- (c) Number of series: The Issuance will be performed in up to 2 (two) series (provided that each series shall be individually referred to as "Series" and jointly as "Series"), provided that the debentures purpose of the Restricted Offer shall be distributed in the scope of the first series hereinafter referred to as "First Serie of Debentures", the debentures purpose of the Restricted Offer in the scope of the second series hereinafter referred to as "Second Serie of Debentures" and the First Serie of Debentures and the Second Serie of Debentures shall be jointly referred to as "Debentures". The existence and quantity of Debentures to be allocated to each series of the Issuance will be defined according to the demand of Debentures, as determined in Bookbuilding Procedure, in a Communicating Vessels System, under the terms of the Issuance Deed;
- (d) Placement and Distribution Plan: The Debentures will be the purpose of public offer with restricted distribution efforts, under the terms of CVM Instruction 476, with the intermediation of financial institutions members of the system for distribution of securities ("Coordinators"), and one of them shall be the intermediate leader institution ("Leader Coordinator") under the terms of the "Agreement for Coordination, Placement and Public Offer, with Restricted Distribution Efforts, of Simple Debentures, Not Convertible into Shares, Unsecured Type, in up to 2 (two) series, under the Firm Commitment Regime, of the 8th (eighth) Issuance of Usinas Siderúrgicas de Minas Gerais S.A. - USIMINAS" to be executed between the Coordinators and the Company ("Distribution Agreement"), under the best efforts regime, to be provided by the Coordinators individually and not jointly in the proportion defined in the Distribution Agreement;
- (e) Allocation of the proceeds: The proceeds obtained by the Company through the Restricted Offer are destinated for the partial early redemption of the Debentures of the 7th (seventh) issuance of simple, not convertible into share, unsecured type, in up 2 (two) series debentures of the Company. The Issuer will send the Fiduciary Agent a statement on letterhead and signed by the legal representatives, attesting the destination of the resources of this issuance under the terms of this Issuance Deed, within 90 (ninety) days from the present date, with the respective proof of payment of the debts mentioned in this item;
- (f) **Risk Assessment:** The debentures will be evaluated, until the Issuance Date, by one of the following international risk rating agencies: Standard and Poor's Ratings do Brasil Ltda. ("Standard & Poor's"), or Fitch Ratings Brasil Ltda. ("Fitch Ratings"), or Moody's América Latina Ltda. ("Moody's"), hired by the Issuer to be responsible for assessing and monitoring the risk of the Debentures (Standard & Poor's or Fitch Ratings or Moody's is referred to as the "Risk Rating Agency"), and such assessment and monitoring must be updated annually by the Risk Rating Agency;
- (g) **Issuance Date:** the date of the issuance shall be May 23th, 2022 ("Issuance Date");



- (h) **Profitability Start Date:** For all legal purposes and effects, the profitability start date will be the First Payment Date (as defined below);
- (i) Form, Type, and Proof of Ownership. The Debentures will be issued in the nominative and bookkeeping form, without issuing caution or certificates, and, for all purposes of the law, the ownership of the Debentures will be confirmed by the statement issued by the Bookholder and, additionally, in cases that the Debentures are held electronically in B3, will be issued by extract on behalf of the debenture holder, which will serve as proof of ownership of these Debentures;
- (j) **Convertibility:** The Debentures will be simple, not convertible into shares issued by the Company;
- (k) Type: The Debentures shall be unsecured, without guarantee or preference, pursuant to article 58 of Law no. 6.404 dated as of December 15th, 1976, as modified ("Corporate <u>Law</u>");
- (I) Term and Debenture's Maturity Date: with exception of the early payment resulting from any event of default; Optional Early Redemption; and/or Early Redemption Offering, by this Issuance Deed, the maturity date of the Debentures shall be in (i) 5 (five) years, from the Issuance Date to the First Serie of Debentures, as of May, 23th of 2027 ("Maturity Date of Debentures of First Serie") and (ii) 7 (seven) years, from the Issuance Date to the Second Series of Debentures, as of May, 23th of 2029 ("Maturity Date of Debentures of Second Serie" and jointly with the Maturity Date of Debentures of Second Serie" and jointly with the Maturity Date of Debentures of Second Serie, "Maturity Dates"). In the relevant Maturity Dates, the balance of the Unit Par Value (as defined below) shall be due to increased the Interest Payment of the relevant Serie;
- (m) Unit Par Value: the unit par value of Debentures shall be R\$1.000,00 (a thousand reais) at the Issuance Date ("Unit Par Value");
- (n) **Number of Debentures:** will be issued 700,000 (seven hundred thousand) debentures;
- (o) Subscription Method and Paying: The paying of Debentures will be performed on-demand, upon subscription, in national currency, (i) by the Unit Par Value, in case of the first subscription and paying of Debentures of the respective Series ("First Date of Paying of First Serie of Debentures" or "First Date of Paying of Second Serie of Debentures" or, still, when referring to the first subscription and paying in of Debentures of each one of the Series "First Paying Date"); or (ii) by the Unit Par Value, increased by the Remuneration of the respective Series, calculated pro-rata temporis, since the First Paying Date of the respective Series until the respective paying date, in case of other paying dates, as the case may be, according to the liquidation standards applicable to B3. The Debentures of one or more Series may be placed with surcharge or discount, to be defined, as the case may be, upon the act of subscription and paying of Debentures, as long as it is applied to the totality of Debentures of a certain Series;



- (p) **Restatement:** The Unit Par Value of the Debentures will not be monetarily adjusted;
- (q) Remuneration of First Serie of Debentures: About the Unit Par Value of The First Serie of Debentures will be entitled to remuneratory interests corresponding to up to 100% (one hundred percent) of the accumulated variation of average daily rates of Inter-Financial Deposits DI, "over extragroup", calculated and disclosed daily by B3, in the daily newsletter available on its website (www.b3.com.br), increased exponentially by spread to be defined following the Bookbuilding Procedure, limited to 1.65% (one point sixty-five percent) per annum, base 252 (two hundred and fifty-two) Business Days ("Remuneration of First Serie of Debentures"), levied over the Unit Par Value of the Debentures (or over the Unit Par Value balance, as applicable), since the First Date of Paying of First Serie of Debentures or Date of Payment of Remuneration immediately prior, as the case may be until the respective payment date;
- (r) Remuneration of Second Serie of Debentures: About the Unit Par Value of The Second Serie of Debentures will be entitled to remuneration interest corresponding to 100% (one hundred percent) of the DI Rate, exponentially increased by spread to be defined by the Bookbuilding Procedure, limited to 1.75% (one point seventy-five percent) per annum, base 252 (two hundred and fifty-two) Business Days ("Remuneration of Second Serie of Debentures"), levied over the Unit Par Value of Debentures (or over the balance of the Unit Par Value, as applicable), from the First Date of Paying of Second Serie of Debentures or the immediately prior Payment Date of Remuneration (as defined below), as the case may be, until the respective payment date;
- (s) Interest Payment Date: The interest of Debentures shall be paid (i) semiannually about the Debentures of First Serie, considering that the first payment is due on November 23th, 2022 and the outstanding payments are due on all day 23 (twenty-third) of the months of May and November of each year, with exception of the last payment which shall be made at the Maturity Date of Debentures of First Serie; and (ii) semiannually in relation of the Debentures of Second Serie considering that the first payment is due on November 23th, 2022 and the outstanding payments are due all day 23 (twenty-third) of the months of May and November of each year until the Maturity Date of Debentures of Second Serie, as applicable (each one "Interest Payment Date");
- (t) Amortization of First Serie of Debentures: the balance Unit Par Value of Debentures of the First Serie shall be paid in 1 (one) installment, at the Maturity Date of Debentures of First Serie;
- (u) Amortization of Second Serie of Debentures: the balance Unit Par Value of Debentures of Second Serie shall be paid in 2 (two) installments, (i) The first installment shall be paid at the end of the 6th year after the Issuance Date, as of May 23th, 2028 and (ii) The second installment shall be paid at the Maturity Date of Debentures of Second Serie, as below;



Amortization Date	Amortization Percentage of the Unit Face Value balance of the Second Series Debentures
May, 28th, 2028	50,0000%
Amortization of Second Serie of Debentures	100,0000%

- (v) Place of Payment: The payments to which the Debenture Holders are entitled, as well as those related to any other amounts due under the terms of the Indenture, will be performed by the Company on the same day of its maturity, using the procedures adopted by B3, in case the Debentures are electronically kept before B3. The Debentures that are not in electronic custody before B3 shall have their payments performed through the Liquidating Bank of Debentures or at the Company's headquarters, as the case may be;
- (w) Extension of deadlines: The deadlines regarding the payment of any obligation will be considered extended if the maturity coincides with a national holiday, a state holiday in the State of Minas Gerais and in the State of São Paulo, a municipal holiday in the City of Belo Horizonte and in the City of São Paulo, Saturday or Sunday ("Business Day"), without any increase to the amounts to be paid, except for cases that payments must be made through B3, in which case there will only be an extension of deadlines when said payment date coincides with a declared national holiday, Saturday or Sunday ("Business Day");
- (x) Arrears Charges: Without prejudice to the Remuneration of Debentures, upon unpunctuality in the payment of any amount due to Debenture Holders, the debits in delay will be subject to arrears fine of 2% (two percent) over the amount due and arrears interest calculated from the pecuniary default date until the date of effective payment, at the rate of 1 (one percent) per month, over the amount due, regardless of notice, notification or judicial or extrajudicial interpellation, in addition to the expenses incurred for collection ("Arrears Charges");
- (y) **Decline of Additional Rights:** The non-attendance of any Debenture Holder to receive the amount corresponding to any pecuniary obligations of the Company, on the dates provided the Indenture, or in a communication published by the Company, will not entitle it to the receipt of the Remuneration of Debentures and/or Arrears Charges in the period related to the delay in receipt, ensuring, however, the vested rights until the date of respective maturity;
- (z) **Rescheduling:** the Debentures shall be not subject to programmed rescheduling;
- (aa) Release of acts and decisions: all acts and decisions to be taken about the Issuance that, in any event, involves the interest of Debentures holders shall be filled and published in the newspaper, "Estado de Minas" ("Warning to Debenture Holders"), as



well as on the Company's page on the world wide web (<u>www.ri.usiminas.com</u>), pursuant to article 289 of Law no. 6.404/1976 or pursuant to Provisory Act no. 892/2016, as modified ("Notice to Debenture Holders"); The Company may change the means of communication provided for in the Deed through written communication to the Fiduciary Agent and the publication or disclosure, in the form of a notice, in the newspaper or on the portal to be replaced, as the case may be, and on the websites of the Company and CVM;

- (bb) Immunity of Debenture Holders: if any Debenture Holder enjoys any type of immunity or tax exemption, it must forward to the Settlement and Bookkeeping Bank, at least 10 (ten) Business Days before the scheduled payment dates for the Debentures, supporting documentation from this tax immunity or exemption, under penalty of having deducted from your payments the amounts due under the tax legislation in force;
- Total Optional Early Redemption: Subject to the conditions in the (cc) Issuance Deed, The Company may, at its sole discretion, (i) from 30° (including) to the Debentures of the First Serie; and (ii) from 54° (including) to the Debentures of the Second Serie, promote the Full-Optional Early Redemption of the Debentures of one or more Series, with the consequent cancellation of the relevant Serie of Debenture paid by the Optional Early Redemption ("Optional Early Redemption"). The amount to be paid in respect of each of the Debentures subject to the Optional Early Redemption shall be the Unit Par Value or the Unit Par Value balance, as applicable, increased the Interest Payment, calculated pro-rata temporis from the First Date of Payment of the respective Serie or the immediately preceding date of the Interest Payment of the respective Serie, as applicable, until the date of the effective payment, plus redemption premium, observed the deadline set forth above, corresponding to 0,30% per annum, pro-rata temporis, base 252 (two hundred fifty-two) business days, on the amount redeemed, considering the number of business days passed between the date of the Optional Early Redemption and the Maturity Date of the Debenture;
- (dd) Extraordinary Amortization: The Company can be subjected to the terms and conditions set forth on the Issuance Deed, at least in 3 Business Davs before the effective Extraordinary Amortization, (i) as of 30° (including) to the Debentures of the First Serie; and (ii) as of 54° (including) to the Debentures of the Second Serie, promote optional extraordinary amortizations of the Debentures of the First Serie and/or of the Debentures of the Second Serie, calculated on the Unit Par Value balance, limited to 98% (ninety-eight percent) of the Debentures Unit Par Value (or the Debentures Unit Par Value balance, as applicable), increased the Interest Payment of Debentures of the First Serie or Debenture of the Second Serie, as the case may be, calculated on a pro-rata basis, from the First Date of Payment of the each Serie or the immediately preceding Interest Payment Date, as applicable, trough the effective payment day ("Extraordinary Amortization"). Due to the Extraordinary Amortization, the Debenture Holders will be entitled to receive the payment of the extraordinary amortization premium, corresponding to a 0,30% per



annum, *pro-rata temporis*, base 252 (two hundred fifty-two) business days, on the amount redeemed, considering the number of business days passed between the date of the Optional Early Redemption and the Maturity Date of the Debenture;

- (ee) Early Redemption Offering: the Company may, at any time, from the Issuance Date, offer total early redemption of Debentures of one or more series addressed to all of the Debentures of the First Serie Holders and/or to all of the Debentures of the Second Serie Holders, without distinctions and assuring the equal conditions to all Debenture Holders of the Serie about accept the early redemption of the relevant Serie. Therefore, as consequence, the Debentures shall be canceled, according to the terms and conditions below ("Early Redemption Offering"). The amount to be paid in respect of each of the Debentures indicated by their respective holders in adherence to the Early Redemption Offering shall be equal to the Unit Par Value or Unit Par Value balance, as the case may be, increased (i) the Interest Payment of Debentures of the relevant Serie, calculated pro-rata temporis from the First Date Payment of the relevant Serie, or the immediately preceding date of the Interest Payment date of interest of the Debentures, as the case may be, until the date of the effective payment, and (ii) of the redemption premium value, which may not be negative;
- (ff) Optional Purchase: the Company may, at its sole discretion and at any time, pursuant the article 55, §3° of the Law n° 6.404/1976, the article 15 of CVM Instruction 476, and the applicable regulation of CVM, and if so required by law and applicable regulation, be included in the Company's management report and financial statements. The Debentures acquired by the Company pursuant the Clause 4.21 of the Indenture may, at the Company's discretion, be canceled, be held in the Company's treasury, or return to the market, observing the restriction imposed by the CVM Instruction 476. The Debentures acquired by the Company to be held in the treasury, according to this Clause, if and when replaced in the market, will be entitled with the same Interest Payment rate applicable to the other Debentures of the relevant Serie;
- (gg) Early Maturity: the Debentures shall be subjected to events of default usually applied in the market, which will be defined at the Issuance Deed. In case of early maturity, the Company shall pay the Unit Par Value or the Unit Par Value balance, as the case may be, added the Interest Payment of Debentures of the relevant Serie, calculated *pro-rata temporis* from the First Date Payment of the relevant Serie, or the immediately preceding date of the Interest Payment date of interest of the Debentures, as the case may be, increased the amounts due in relations of Default Charges and fines, as applicable, by this Issuance Deed, from the date of the pecuniary default, in the case of default of pecuniary obligations as well as other amounts eventually owned by the Company by this Issuance Deed;
- (hh) **Other characteristics of Debentures**: the other characteristics of the Issuance of Debentures are detailed in the Issuance Deed.



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1.3. Authorization for the Company's officers to practice all necessary acts for the Issuance and the Restricted Offer, including, but not limited to: (a) the hiring of the service providers, including, but not limit to, bookkeeper bank, liquidating bank, fiduciary agent, rating agency, intermediate financial institutions, B3 S.A. – Brasil, Bolsa, Balcão and legal advisors; and (b) the sign of any and all documents necessary to implement and formalize the resolutions held in the present meeting, including the Issuance Deed and its amendments, amongst others the relevant amendment to the Issuance Deed that will ratify the bookbuilding procedure, the distribution agreement of the Debentures to be entered with the intermediate financial institutions - The Board unanimously approved the authorization for the Company's officers to practice all necessary acts for the Issuance and the Restricted Offer, including, but not limited to: (a) the hiring of the service providers, including, but not limit to, bookkeeper bank, liquidating bank, fiduciary agent, rating agency, intermediate financial institutions, B3 S.A. - Brasil, Bolsa, Balcão and legal advisors; and (b) the execution of any and all documents necessary to implement and formalize the resolutions held in the present meeting, including the Issuance Deed and its amendments, amongst others the relevant amendment to the Issuance Deed that will ratify the bookbuilding procedure, the distribution agreement of the Debentures to be entered with the intermediate financial institutions.

Closing – With nothing else to be discussed, the meeting was closed, and the minutes were drawn up in their Book, with the signature of the Board Members and the Secretary.