



**PRIMEIRO TERMO ADITIVO AO CONTRATO DE COMPRA E VENDA DE GÁS NATURAL QUE ENTRE SI CELEBRAM SHELL ENERGY DO BRASIL GÁS LTDA. E COMPANHIA DE GÁS DO CEARÁ – CEGÁS.**

Pelo presente instrumento,

**SHELL ENERGY DO BRASIL GÁS LTDA.**, com endereço na cidade do Rio de Janeiro, Estado do Rio de Janeiro, na Avenida República do Chile, nº 330, 20º andar, sala 2001, Bloco 2, Centro, CEP 20031-170, inscrita no CNPJ/ME sob o nº 00.150.046/0001-97, autorizada pela ANP a atuar como Agente Comercializador de gás natural, por seus representantes legais abaixo assinados, doravante denominada **Vendedora**; e

**COMPANHIA DE GÁS DO CEARÁ – CEGÁS**, com sede na cidade de Fortaleza, Estado do Ceará, na Avenida Washington Soares, nº 6475, CEP 60830-005, inscrita no CNPJ/ME sob o nº 73.759.185/0001-96, por seus representantes legais abaixo assinados, doravante denominada **Compradora**; e

Vendedora e Compradora, quando referidas conjuntamente serão designadas como “Partes”, individualmente, como “Parte”.

**CONSIDERANDO QUE:**

- i. as Partes celebraram, no dia 26 de agosto de 2022, o Contrato de Compra e Venda de Gás Natural (“Contrato”) que tem por objeto a venda de Gás pela Vendedora e a compra pela Compradora, na Modalidade Firme e Flexível;

resolvem as Partes celebrar este Primeiro Termo Aditivo ao Contrato de Compra e Venda de Gás (“Contrato”), que se regerá pela legislação aplicável, assim como pelos seguintes termos e condições:

**CLÁUSULA 1ª. DEFINIÇÕES**

1.1 Os termos e expressões grafados em maiúsculas nos parágrafos introdutórios e no preâmbulo deste Primeiro Termo Aditivo constituem definições do presente e terão os significados a eles ali atribuídos. Ademais os termos com iniciais maiúsculas têm o significado que lhe foi atribuído no Contrato, seja no singular ou plural, a não ser que de outra forma disposto neste Primeiro Termo Aditivo.

**CLÁUSULA 2ª. OBJETO**

2.1 O presente Primeiro Termo Aditivo tem por objeto alterar o Anexo 1 – Condições Comerciais, nos termos a seguir.

**CLÁUSULA 3ª. ALTERAÇÕES AO CONTRATO**

3.1 As Partes acordam em alterar em sua integralidade o Anexo 1 – Condições Comerciais do Contrato.

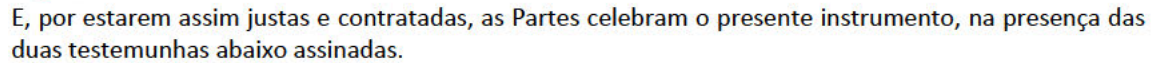
**CLÁUSULA 4ª. DISPOSIÇÕES GERAIS**

4.1 O presente Primeiro Termo Aditivo entrará em vigor na data de sua assinatura.

4.2 As Partes ratificam as demais disposições do Contrato, as quais ficarão integralmente mantidas, em tudo o que não conflitem com o presente Primeiro Termo Aditivo.



4.3 O presente Primeiro Termo Aditivo é celebrado em caráter irrevogável e irretratável e obriga as Partes por si, seus sucessores, herdeiros e cessionários a qualquer título.



As Partes expressam a sua concordância com o teor integral deste Primeiro Termo Aditivo, obrigando-se a seu fiel e estrito cumprimento, mediante a assinatura digital, certificada pelo ICP-Brasil, sendo que a data de celebração deste Primeiro Termo Aditivo será a data da última assinatura eletrônica validada.

Nome: Rodrigo Soares  
Cargo: Presidente

Nome: Gustav Souza Costa  
Cargo: Diretor Técnico e Comercial

Nome: **Leandro Petsold dos Santos Araújo**  
Cargo: **Diretor Administrativo e Financeiro**

Nome: Agnaldo Feitosa da Silva Junior

Nome: Thaís de Melo Cunha



## **ANEXO 1 - CONDIÇÕES COMERCIAIS**

### **1. Quantidade Diária Contratual, Período de Fornecimento e Início de Fornecimento**

<b>1.1 Quantidade Diária Contratual (QDC)</b>  <b>Quantidade Diária Contratual Firme (QDCF):</b>  01/01/2023 a 31/08/2024 – 100.000 m <sup>3</sup> /Dia 01/09/2024 a 31/10/2024 – 0 m <sup>3</sup> /Dia 01/11/2024 a 30/06/2027 – 100.000 m <sup>3</sup> /Dia  <b>Quantidade Diária Contratual Put (QDCP):</b>  01/09/2022 a 31/12/2022 – 50.000 m <sup>3</sup> /Dia 01/01/2023 a 31/12/2023 – 100.000 m <sup>3</sup> /Dia 01/01/2024 a 30/06/2027 – 50.000 m <sup>3</sup> /Dia	<b>1.2 Período de Fornecimento:</b> Das 00h00 de 01 de setembro de 2022 às 24h00 de 30 de junho de 2027.
<b>1.3 Início de Fornecimento:</b> 01/09/2022.	

### **2. Pontos de Entrega e Condições de Entrega**

<b>2.1 Pontos de Entrega</b>  Saída do PR-TECAB, em Cabiúnas – RJ. O Ponto de Entrega estará situado no ponto físico imediatamente a jusante do Sistema de Medição do TECAB.															
<table><tr><th>Ponto de Entrega</th><th>Município</th><th>Latitude</th><th>Longitude</th></tr><tr><td>PR-TECAB</td><td>Cabiúnas – RJ</td><td>-22,2831</td><td>-41,7245</td></tr></table>	Ponto de Entrega	Município	Latitude	Longitude	PR-TECAB	Cabiúnas – RJ	-22,2831	-41,7245							
Ponto de Entrega	Município	Latitude	Longitude												
PR-TECAB	Cabiúnas – RJ	-22,2831	-41,7245												
<b>2.2 Condições de Entrega</b>															
<table><tr><th colspan="2">Vazão (milhões m<sup>3</sup>/dia)</th><th colspan="2">Pressão (kgf/cm<sup>2</sup>)</th></tr><tr><th>Máxima</th><th>Mínima</th><th>Máxima</th><th>Mínima</th></tr><tr><td>20</td><td>3</td><td>100</td><td>50</td></tr></table>		Vazão (milhões m <sup>3</sup> /dia)		Pressão (kgf/cm <sup>2</sup> )		Máxima	Mínima	Máxima	Mínima	20	3	100	50		
Vazão (milhões m <sup>3</sup> /dia)		Pressão (kgf/cm <sup>2</sup> )													
Máxima	Mínima	Máxima	Mínima												
20	3	100	50												

### **3. Condições Comerciais**



### 3.1. Preços:

#### 3.1.1 – Preço do Gás

$$PGF = (PMF + PT)$$

$$PGP = (PMP + PT)$$

Onde:

PGF – Preço do Gás Firme, expresso em R\$/m³ com Arredondamento na quarta casa decimal.

PGP – Preço do Gás Put, expresso em R\$/m³ com Arredondamento na quarta casa decimal.

PT – Parcela de Transporte, calculada conforme indicado na Cláusula 6.3, expressa em R\$/m³ com Arredondamento na quarta casa decimal.

PMF – Parcela de Molécula Firme, calculada conforme fórmula abaixo, expressa em R\$/m³ com Arredondamento na quarta casa decimal.

PMP – Parcela de Molécula Put, calculada conforme fórmula abaixo, expressa em R\$/m³ com Arredondamento na quarta casa decimal.

#### 3.1.2 – Parcela da Molécula

As Parcelas de Molécula (PM), expressas em R\$/m³, aplicáveis à QDCF e QDCP, serão apuradas mensalmente, conforme fórmula abaixo:

$$PM = \alpha \times Brent \times \frac{TC}{FC}$$

$\alpha$ (multiplicador do Brent)	PMF (relacionado à QDCF)	PMP (relacionado à QDCP)
01/09/2022 a 31/12/2022	-	11,20%
01/01/2023 a 31/12/2023	12,30%	10,90%
01/01/2024 a 31/10/2024	11,90%	10,90%
01/11/2024 a 31/12/2024	11,40%	10,90%
01/01/2025 a 30/06/2027	11,90%	10,90%

Onde:

PM – É a Parcela de Molécula calculada conforme fórmula acima, para cada Mês de referência, sendo PMF ou PMP, conforme aplicável às QDCF ou QDCP, expressa em R\$/m³ com Arredondamento na quarta casa decimal.

Brent – É a média simples mensal dos preços de liquidação publicados diariamente pela ICE (Intercontinental Exchange), em dólares dos Estados Unidos, para os contratos futuros com entrega em 60 (sessenta) dias, no Mês (M-2), a ser utilizada para faturamento do Mês (M), expressa em US\$/MMBtu.

TC – É a média mensal das taxas de câmbio de compra e venda PTAX, em R\$/US\$, publicadas diariamente pelo Banco Central do Brasil no Mês (M-2), a ser utilizada para faturamento do Período de Faturamento.

FC – É o fator utilizado para converter MMBtu para m³, que é igual a 26,8081 m³/MMBtu (vinte e seis inteiros e oito mil e oitenta e um décimos de milésimos de metros cúbicos por milhão de Btu), resultado da divisão de 251.996 kcal (duzentos e cinquenta e um mil novecentos e noventa e seis quilocalorias) por 9400 kcal/m³ (nove mil e quatrocentas quilocalorias por metro cúbico) equivalente ao fator de conversão de MMBtu para m³ nas Condições de Referência.

**3.2. Valor Total do Contrato:** R\$ 296.270.000,00 (duzentos e noventa e seis milhões e duzentos e setenta mil reais), na Data Base.

**3.3. Data Base:** 29/08/2024.

**3.4. Vencimento dos Documentos de Cobrança:** 5 Dias Úteis após recebimento dos Documentos de Cobrança.

**3.5. Faturamento dos Documentos de Cobrança:** 5º Dia Útil do mês subsequente ao mês de fornecimento.

**3.6. Pagamento: Depósito em Conta Corrente da Vendedora**

**Banco:** 745 (Citibank) **Agência:** 001 **Conta:** 86276468

**3.7. Garantia:** A Compradora apresentou à Vendedora a Fiança Bancária na data 01 de setembro de 2022 em garantia ao pagamento e fiel cumprimento das obrigações previstas neste Contrato, nas condições abaixo:

- Modalidade: Fiança Bancária.
- Valor: \$ 12.000.000,00 (doze milhões de dólares americanos).
- Validade da Garantia: De 01/09/2022 até 02/08/2027.

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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	Aug 30, 2024   21:43
Completed	Security Checked	Aug 30, 2024   21:43
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