

**SEGUNDO 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;
- ii. as Partes celebraram, no dia 30 de agosto de 2024, o Primeiro Termo Aditivo ao Contrato de Compra e Venda de Gás Natural (“Primeiro Termo Aditivo”) que teve por objeto alterar o Anexo 1 – Condições Comerciais;
- iii. As Partes celebraram, em 10 de novembro de 2023, o Termo de Encerramento de Controvérsia e Quitação, no qual, conforme disposto no item (vii) dos Considerandos, comprometeram-se mutuamente a buscar alternativas para o mecanismo de cálculo da PT, com o objetivo de simplificar o processo de faturamento no âmbito do Contrato, mediante a celebração de aditivo contratual.

resolvem as Partes celebrar este Segundo Termo Aditivo ao Contrato de Compra e Venda de Gás (“Segundo Termo Aditivo”), 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 Segundo 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 Segundo Termo Aditivo.

CLÁUSULA 2ª. OBJETO

2.1 O presente Segundo Termo Aditivo tem por objeto alterar a definição da Tarifa de Entrada no Sistema de Transporte (T_E) presente nos itens 6.3.1, 6.3.2, 6.3.3 e 7.4 do Contrato.

CLÁUSULA 3ª. ALTERAÇÕES AO CONTRATO

3.1 Para todos os fins de cálculo da Parcela de Transporte, aplicável para as duas modalidades contratuais, Firme e Put, incluindo os itens 6.3.1, 6.3.2, 6.3.3 e 7.4, onde houver a redação:

" T_E " significa o valor da Tarifa de Entrada no Sistema de Transporte, publicada mensalmente pelo Transportador;

Passará a vigorar com a seguinte redação:

" T_E " significa o valor da Tarifa de Entrada do Produto Anual no Sistema de Transporte, publicada mensalmente pelo Transportador;

CLÁUSULA 4ª. DISPOSIÇÕES GERAIS

4.1 O presente Segundo Termo Aditivo terá efeitos retroativos a partir de 01 de janeiro de 2025.

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

4.3 O presente Segundo 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 Segundo 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 Segundo Termo Aditivo será a data da última assinatura eletrônica validada.

Enrolled by

 [REDACTED]

[REDACTED] NANOQUES 504F01 [REDACTED]

Signed on Apr 8, 2021 | 18:25 GMT



O: ICP-Brazil, OU: AC SOLUTI Multiple v5 G2
C: BR
Issuer: AC SOLUTI Multiple v5 G2



Cargo: Diretor Presidente

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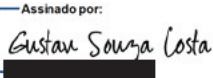
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
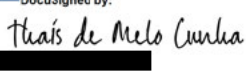
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