

UNOFFICIAL ENGLISH TRANSLATION OF ORIGINAL AGREEMENT

ADDENDUM NO. 2 TO THE GAS SALES AGREEMENT BETWEEN COMPANHIA DE GÁS DA BAHIA - BAHIA GÁS AND ALVOPETRO S.A. EXTRAÇÃO DE PETRÓLEO E GÁS NATURAL

COMPANHIA DE GÁS DA BAHIA - BAHIA GÁS, enrolled in the National Registry of Legal Entities (CNPJ) under no. 34.432.153/0001-20, represented in the form of its bylaws, headquartered at Avenida Professor Magalhães Neto, 1838, Ed. Pituba, Zip Code: 41.810-012, City of Salvador. State of Bahia (hereinafter referred to as "**BAHIA GÁS**") and **ALVOPETRO S.A. EXTRAÇÃO DE PETRÓLEO E GÁS NATURAL** registered in the National Registry of Legal Entities (CNPJ) under No. 15.240.822/0001-17 represented in the form of its by-laws, headquartered at Rua Major Lopes. 800, 3rd floor. São Pedro, Zip Code: 30.330-050, City of Belo Horizonte, State of Minas Gerais (hereinafter referred to as "**ALVOPETRO**")

Hereinafter referred to as "PARTIES", jointly, and "PARTY", separately, WHEREAS:

the PARTIES on 04/30/2018 have entered into a Gas Sales Agreement, hereinafter referred to as the "CONTRACT";

on 05/01/2020, the PARTIES entered into Amendment No. 1 to the CONTRACT, whereby the PARTIES negotiated certain commercial conditions for the year 2020;

the PARTIES wish to change the DAILY CONTRACT QUANTITY of the CONTRACT for the year 2021;

the PARTIES HEREBY RESOLVE to sign this Amendment No. 2 ("AMENDMENT"), which shall be governed in its entirety by the Clauses and conditions set forth below:

CLAUSE ONE - OBJECT

1.1. The purpose of this AMENDMENT is to fully replace Clause Four – QDC as amended herein.

CLAUSE TWO - MODIFICATIONS TO THE CONTRACT

2.1 The FOURTH CLAUSE of the CONTRACT is hereby amended to read as follows:

"CLAUSE FOUR - DAILY CONTRACT QUANTITY (QDC)

4.1 During the term of the present CONTRACT, the DAILY CONTRACT QUANTITY (QDC), under the REFERENCE CONDITIONS, will be 150,000 meters per day (one hundred and fifty thousand cubic

meters per DAY) in the FIRM INFLEXIBLE MODE and 350,000 m³/day (three hundred and fifty thousand cubic meters per day) in the INTERRUPTIBLE MODE.

4.1.1 The DAILY CONTRACT QUANTITY (QDC), under the REFERENCE CONDITIONS, of 150,000 m³/day (one hundred and fifty thousand cubic meters per day) in the FIRM INFLEXIBLE MODE for a term of 10 (ten) years, represents the TOTAL FIRM VOLUME COMMITMENT of 550 million m³ (five hundred and fifty million cubic meters).

4.1.2 Exceptionally for the period between March 1st, 2021 and December 31st, 2021, the DAILY CONTRACT QUANTITY (QDC), under the REFERENCE CONDITIONS, will be 300,000 m³/day (three hundred thousand cubic meters per day) in the FIRM INFLEXIBLE MODE and 200,000 m³/day (two hundred thousand cubic meters per day) in the INTERRUPTIBLE MODE.

4.2. ALVOPETRO must NOTIFY BAHAGÁS up to 6 months before the beginning of the new year, informing them of the ADJUSTED VOLUME to be delivered for that year. The ADJUSTED VOLUME will be based on the independent technical report of reserves prepared by a qualified professional or company (Sproule International Ltd. or similar reserves certification company), provided and paid for by ALVOPETRO, certifying that the TOTAL FIRM VOLUME COMMITMENT of 550 million m³ (five hundred and fifty million cubic meters) will be delivered during the first 10 (ten) years of the CONTRACT, considering: i) volumes already delivered; ii) the Unit Development Plan and iii) the forecasts for the recovery of any QUANTITIES PAID AND NOT TAKEN (QPNR). As for the frequency for changing the volume, the following criteria will be observed: i) if the change in volume is less than or equal to 50,000 m³/day (fifty thousand cubic meters per day), in the FIRM INFLEXIBLE MODE, the adjustment may be made annually; ii) if the change in volume is greater than 50,000 m³/day (fifty thousand cubic meters per day), in the FIRM INFLEXIBLE MODE, the adjustment may only be made every 2 (two) YEARS.

4.2.1 The adoption of the "ADJUSTED VOLUME" shall only be valid after the signature of an Amendment to this Contract.

4.2.2 In case of reduction of volumes and evidence of field DEPLETION, BAHAGÁS will hold

MAKE-UP RIGHTS against ALVOPETRO, and will recover any QUANTITIES PAID AND NOT TAKEN (QPNR) per item 10.7.

4.2.3 If BAHAGÁS receives an INTERRUPTIBLE SHARE, this portion will be deducted from the TOTAL FIRM VOLUME COMMITMENT, informed in item 4.1.1, proportionally reducing the duration of supply of the volume of the FIRM INFLEXIBLE MODE.

4.2.3.1 In the event that i) the volume of GAS of the FIRM INFLEXIBLE MODE is reduced to zero before the end of the first term of this CONTRACT as provided for in item 3.1, and ii) ALVOPETRO has additional volumes to be delivered during the remainder of the term of the CONTRACT, the following rules will be applied: a) ALVOPETRO will inform, up to 6 months in advance of the beginning of the new YEAR, the ADJUSTED VOLUMES for the next 2 (two) YEARS; b) BAHAGÁS will confirm the application of the new QDC up to 4 months in advance of the start of the new YEAR.

4.3. In case ALVOPETRO produces commercially an additional GAS QUANTITY in an area that is within the area covered by the Recôncavo, Tucano and Tucano Sul Basins, it must grant BAHAGÁS right of first offer via a NOTIFICATION, subject to the approval of ALVOPETRO's partners in areas where there are joint operations (Joint Operation Agreement - JOA).

4.3.1 BAHAGÁS shall express its interest in the additional volumes within 30 (thirty) DAYS. The absence of manifestation within this period will be considered refusal of the right of first offer.

4.3.2 In the event that BAHAGÁS makes an offer for the additional QUANTITY OF GAS as provided in this item 4.3, ALVOPETRO will not be able to accept offers from third parties that, considering the net present values, are worse than BAHAGÁS' offer.

4.4 ALVOPETRO may process additional unspecified third-party gas through its gas processing plant for delivery to BAHAGÁS, subject to processing requirements, available capacity and agreement on processing rates."

CLAUSE THREE - VALIDITY

3.1 The provisions of this AMENDMENT No. 2 take effect on the date of its signature and become an integral and undetachable part of the CONTRACT.

CLAUSE FOUR - GENERAL PROVISIONS

4.1 The other clauses and conditions of the CONTRACT hereby amended are ratified, for all legal effects, provided they do not conflict with the provisions of this AMENDMENT.

4.2 Any capitalized terms, which are not defined in this AMENDMENT, in the singular or plural, shall have the meaning ascribed to them in the CONTRACT.

4.3 Except as expressly provided herein, this AMENDMENT does not constitute novation or waiver of the CONTRACT, in whole or in part, so that the exercise of any of the rights stipulated in CONTRACT is not prejudiced, and the AMENDMENT does not constitute any responsibility or burden for the PARTIES that is not foreseen in the CONTRACT.

4.4 The signature, execution and execution of this AMENDMENT do not conflict with (i) any other contractual instrument they have entered into; (ii) their constituent documents; (iii) legislation in effect; (iv) judicial decision; or (v) regulatory standards.

4.4. The PARTIES declare that they have obtained all corporate and legal authorizations necessary for the execution of this AMENDMENT.

CLAUSE FIVE - AGREEMENT OF THE PARTIES

5.1. The PARTIES, by their duly authorized legal representatives, express their agreement with the full content hereof and sign this AMENDMENT on the date and place mentioned below, in two (2) copies of equal content and for one sole purpose, in the presence of two (2) witnesses.

Salvador, February 2, 2021

COMPANHIA DE GÁS DA BAHIA - BAHAGÁS

