

MODEL OF THE OPERATING AGREEMENT FOR THE ALLOCATION OF GAS QUANTITIES AT DELIVERY STATIONS SHARED IN THE CONTRACT, [name of the Contract] AND TO THE CONTRACT, [name of the Contract]

ENTERED INTO BY AND BETWEEN, ON ONE SIDE, [name of the Company] AND ON THE OTHER SIDE, [name of the Company] AND NOVA TRANSPORTADORA DO SUDESTE S.A. - NTS, AS FOLLOWS:

[Company Name], an open-stock company **[type of company]**, incorporated and organized under the laws of the Federative Republic of Brazil, headquartered at **[address]**, registered with CNPJ/MF under [number], hereby represented by its Legal Representative **[name of representative]**, holder of Identity Card no. **[number]**, registered with the CPF/MF under no. **[number]**, resident and domiciled at **[address of the representative]** and **[company name]**, open-stock company **[type of company]**, established and organized under the laws of the Federative Republic of Brazil, headquartered at **[address]**, registered with CNPJ/MF under **[number]**, hereby represented by its Legal Representative [name of the representative], holder of Identity Card no. **[number]**, registered with the CPF/MF under no **[number]**, resident and domiciled at **[address of the representative]**, hereinafter referred to as "SHIPPER(s)" and on the other side,

NOVA TRANSPORTADORA DO SUDESTE S.A. - NTS, a Brazilian company, headquartered at Praia do Flamengo, n° 200, 23° andar, City of Rio de Janeiro, State of Rio de Janeiro, registered with CNPJ/MF under no. 04.992.714/0001-84, hereinafter referred to as "CARRIER", hereby represented by its Legal Representative, [name of the representative] holder of Identity Card No. **[number]**, registered with the CPF/MF under no. **[number]**, with business address **[address of the representative]** and [name of the representative] bearer of Identity Card no. **[number]**, registered with CPF/MF under no. **[number]**, with business address **[address of the representative]**;

SHIPPER and CARRIER here individually referred to as "PARTY" and collectively "PARTIES",

WHEREAS:

- The CARRIER owns and operates a pipeline system that runs through the states of Rio de Janeiro, Minas Gerais and São Paulo;
- The CARRIER and **[name of shipper]** entered into on **[date]**, the Transport Service Contract **[name of the Contract]**;
- The CARRIER and **[name of shipper]** entered into on **[date]**, the Transport Service Contract **[name of the Contract]**;

agree to enter into this Operating Agreement for the Allocation of Gas Quantities at Shared Delivery Stations to the CONTRACT **[name of the Contract]** and the CONTRACT **[name of the Contract]** (“AGREEMENT”), which will be governed by the following terms and conditions:

1 DEFINITIONS

1.1 In this AGREEMENT, the capitalized, singular or plural terms which have the definitions given to them in the CONTRACT **[name of the Contract]** and in the CONTRACT **[name of the Contract]** will be valid, except as explicitly defined herein this AGREEMENT.

2 OBJECT

2.1 The object of this AGREEMENT is to establish the applicable rules for scheduling, confirming and allocating gas quantities in the CONTRACT **[name of the Contract]** and in the CONTRACT **[name of the Contract]** for DELIVERY POINTS shared along the Pipeline **[name of the pipeline]**.

3 DELIVERY POINTS

3.1 The PARTIES hereby agree that the total physical design capacity intended to comply with the CONTRACT **[name of the Contract]** and the CONTRACT **[name of the Contract]** is:

- (a) DELIVERY POINT **[name of the delivery point]**: **[amount]** m3/d;
- (b) DELIVERY POINT **[name of the delivery point]**: **[amount]** m3/d;
- (c) DELIVERY POINT **[name of the delivery point]**: **[amount]** m3/d;

4 SCHEDULING, CONFIRMATION AND ALLOCATION PROCEDURES

4.1 The PARTIES agree and acknowledge that the rules for scheduling, confirmation and allocation of GAS QUANTITIES to be delivered at DELIVERY POINTS will be those set forth in the General Terms and Conditions - TCG of the CONTRACT **[name of the Contract]** and of the CONTRACT **[name of the Contract]**.

4.2 Given that the DAILY CONTRACTED QUANTITY PER DELIVERY POINT according to **c@^ÁÔUÞVÜCEÔVÁObUaY'cZ'h\Y'7cbhfUWhQÁá•ÁOUacibhQ' { ÐáÁ-[!Ác@^ÁÖÖŠQXÖÜYÁÚUQÞVÁZ}æ { ^Á [-Á c@^Á á^|äç^!^Á] [ä]cáÉÁ~! [{ Á OUacibhQÁ { HÐáÁ - [!Á c@^Á ÖÖŠQXÖÜYÁ ÚUQÞVÁ ObUaY' cZ' XY]jYfm' dc|bhQÉÁæ}áÁæ&& [!ää} *Ác [Ác@^ÁÔUÞVÜCEÔVÁObUaY'cZ'h\Y'7cbhfUWhQ' á•ÁOUacibhQ' { ÐáÁ-[!Ác@^Á ÖÖŠQXÖÜYÁÚUQÞVÁObUaY'cZ'h\Y'XY]jYfm' dc|bhQÉÁOUacibhQÁ { HÐáÁ-[!Ác@^ÁÖÖŠQXÖÜYÁÚUQÞVÁ Z}æ { ^Á [-Á c@^Á á^|äç^!^Á] [ä]cáÉÁ c@^Á ÚPQUÚÓÜÉÁ , @^}Á [!á^!á} *Á []}Á æÁ *äç^}Á ÖCEYÉÁ á^|äç^!á^Á [-Á ~}æ} cáçá^Á [-Á *æ•á} Ác@^Á•& []^Á [-Ác@^ÁVÜCEÞÚÚUÜVÁÚÓÜXQÖÖÁCEÖÜÖÓTÓÞVÜÉÁ-[!Á^æ&@Á•~&@Á ÖÖŠQXÖÜYÁÚUQÞVÜÉÁ , ä|]Á { æ\^Á•~&@Á!^~^Á•ck**

AGREEMENTS, for each such DELIVERY POINTS, will make such request:

- (i) respect the limit of the total physical design capabilities of each DELIVERY POINT as set forth in item 3.1 above
- (ii) respect the limit of the maximum physical design capabilities of the gas pipeline;
- (iii) respect the DAILY CONTRACTED QUANTITIES PER DELIVERY POINT for each SHIPPER;
- (iv) respect the scheduling and allocation priority as set out in the TRANSPORT CONTRACTS;

4.3 The SHIPPERS will be responsible for passing along, monthly or whenever there are changes, their requests to the CARRIER for each shared DELIVERY POINT. The CARRIER will use this information to confirm the quantities ordered by each SHIPPER.

5 GENERAL PROVISIONS

5.1 Any communication between the PARTIES will be made upon Notification and will be deemed valid on the date of receipt, or the receipt refusal date by the recipient. Unless modified, formally and in writing, for Notification purposes, the address of the CARRIER and SHIPPER will be as set forth below:

NOVA TRANSPORTADORA DO SUDESTE S.A. - NTS
Endereço: Praia do Flamengo 200/23º andar, Flamengo;
CEP 22210-030 - Rio de Janeiro - RJ
Telefone: (0xx) 21-3250-9200

SHIPPERS:

[Name of the Shipper]
Address: **[address of the Shipper];**
Phone: **[phone number of the Shipper];**

[Name of the Shipper]
Address: **[address of the Shipper];**
Phone: **[phone number of the Shipper];**

5.2 Any waiver by either Party to exercise its right in respect of any default by the other PARTY, or to fail to oblige the other PARTY to comply with its obligations under this AGREEMENT, will be effective only in writing. Such waiver, however, may not be

construed as a waiver of rights in respect to defaults or subsequent violations, whether of a similar or distinct nature.

5.3 For the settlement of any dispute between the CARRIER and the SHIPPER, the criteria set forth in the TRANSPORT CONTRACTS in force between the CARRIER and the SHIPPER remain valid.

6 VALIDITY

6.1 This AGREEMENT will be valid from its signature date and will remain valid as long as the CONTRACT **[name of the Contract]** and the CONTRACT **[name of the Contract]** are jointly in force and may be terminated or revised prior to that date if formally requested by one of the PARTIES.

6.2 Notwithstanding the provisions of item 6.1 above, the PARTIES agree and acknowledge that the provisions of this AGREEMENT apply solely to the DELIVERY POINTS listed in item 3.1 above. If the PARTIES decide to insert a new DELIVERY POINT or extend an existing DELIVERY POINT, or if a new SHIPPER now shares a DELIVERY POINT, then this AGREEMENT will be amended to define questions regarding the allocation and applicable scheduling rules.

6.3 The PARTIES will use their best endeavors to address any scheduling and allocation problems that may have occurred in the period between the effective date of this AGREEMENT.

7 AGREEMENT OF THE PARTIES AND SIGNATURE

7.1 In witness whereof, the CARRIER and the SHIPPER sign this ADDITIVE, in 2 (two) copies of identical content and form, for the same purposes, in the presence of two (two) witnesses below, on **[day of the month]** of **[month]** of **[year]**.

NOVA TRANSPORTADORA DO SUDESTE S.A. – NTS



SHIPPER

SHIPPER

WITNESSES:
