

POWER-OF-ATTORNEY

AVENTTI STRATEGIC PARTNERS LLP, a limited liability partnership organized under the laws of England, having its principal place of business at 20-22 Belford Row, WC1R4JS, London, United Kingdom, enrolled with the Brazilian National Registry of Legal Entities ("**CNPJ**") under No. 40.764.133/0001-59, represented herein as set forth in its bylaws (the "**Grantor**"), irrevocably **APPOINTS** and **CONSTITUTES** as its true and lawful attorney-in-fact, **Planner Trustee Distribuidora de Títulos e Valores Mobiliários S.A.**, in its capacity as legal representative, having its principal place of business in the City of São Paulo, State of São Paulo at Avenida Brigadeiro Faria Lima No. 3477, 04538-133, enrolled with the CNPJ under No. 67.030.395/0001-46, with its articles of incorporation duly registered with the JUCESP under NIRE 35210504411 (the "**Grantee**"), in order for Grantee to act solely, in the name, place and on behalf of Grantor, to perform the following acts and transactions:

1. the execution of any document, contract or any and all acts in connection with and/or related to certain Private Indenture of 1st Issue of Simple Non-Convertible Debentures, in Two Series with Security Interest and Additional Personal Guarantee for Private Placement of Garonne Participações S.A. (*Instrumento Particular de Escritura da 1ª Emissão de Debêntures Simples, Não Conversíveis em Ações, em Duas Séries, da Espécie com Garantia Real, com Garantia Adicional Fidejussória, para Colocação Privada da Garonne Participações S.A.*) ("**Debenture Indenture**"), including without limitation the execution on behalf of Grantor, whether in its capacity of legal representative or in any other capacity, of (a) the Debenture Indenture itself, (b) any collateral or security agreements, whether in the form of fiduciary transfer or fiduciary assignment, over shares, bank accounts, credit rights and any other documents that create a lien or encumbrance on assets of the Grantor or any third parties to secure the Debenture Indenture, which are governed by Brazilian law, including but not limited to, the Fiduciary Transfer of Shares Agreement and Other Covenants over the shares issued by Petro Rio S.A., a publicly-held company with its principal place of business in the City of Rio de Janeiro, State of Rio de Janeiro at Praia do Botafogo No. 370, 1st floor (part), 22250-040 Botafogo, enrolled with the CNPJ under No. 10.629.105/0001-68 held by the Grantor and the Private Instrument of Fiduciary Assignment of Credit Rights in Guarantee and Other Covenants over bank account and credit rights held by the Grantor, (c) any contracts related to the creation and movement of bank accounts, any foreign exchange contracts, service agreements, forms, powers of attorneys or any other documents that are governed by Brazilian law or executed in Brazil, which are related to the Debenture Indenture, and (d) amendments to the Debenture Indenture, any contracts and security documents, documents, articles of association, powers of attorney, notifications, letters or any other document necessary to create, perfect and maintain the Debenture Indenture and any collateral to secure the Debenture Indenture;

2. to represent the Grantor before (a) commercial registries and Board of Trades (*Juntas Comerciais*) (b) notaries (*cartórios*) of any nature and in any jurisdiction in Brazil, (c) the Brazilian Central Bank, (d) the Brazilian Exchange Commission (*Comissão de Valores Mobiliários – CVM*), (e) the Brazilian Stock Exchange (*B3 – Brasil, Bolsa, Balcão*) ("**B3**"), (f) the Federal Revenue Service; (g) any financial institution, (h) any Brazilian governmental agency or authority, either on the Federal, State or Municipal levels; and

3. request any and all approvals that may be necessary for the above-referenced transfer of Debenture Indenture and its collaterals to third-parties, including, without any limitation, the approval of the Central Bank of Brazil and of any federal, state or municipal agencies or authorities, in all of their respective divisions and departments;

4. any and all further documents, agreements, forms, requests, notices and instruments which may be required or which Grantor shall consider desirable in connection with any of the powers contemplated under the above documents.

The powers hereby granted to the attorney-in-fact include the right and authority to execute, deliver, file and record each document and instrument, and to do all acts necessary or desirable to carry out the purposes described above.

The powers hereby granted shall not conflict with any other responsibilities contracted between the Grantor and the Grantee that are not expressed herein. All capitalized terms used in this power of attorney and not otherwise defined herein shall have the meaning ascribed to them in the Debenture Indenture.

This power of attorney shall be valid for 3 (three) years, unless earlier revoked by either party. To this effect, this power of attorney is executed as a deed and shall be governed by and construed in accordance with Brazilian law.

IN WITNESS WHEREOF, Grantor has executed this power of attorney on July 27th, 2021.

AVENTTI STRATEGIC PARTNERS LLP

Name:

Title:

CARTÓRIO TOLEDO
Este documento, para ter efeito no Brasil
e valer contra terceiro deverá ser vertido
em vernáculo e registrada a tradução.
(PROV. 58/89 - C.G.J.)

19º TABELIONATO DE NOTAS — CARTÓRIO TOLEDO
Avenida Rebouças, 3839, Jardim Paulistano - São Paulo - SP
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Reconheço, por Semelhança, a firma de: (1) NELSON
SEQUEIROS RODRIGUES TANURE, sem valor econômico.
São Paulo, 30 de julho de 2021. Em testemunho da verdade.
Por Firma R\$ 6,75 Total R\$ 6,75 1999042009232000285446 - 006262
Selo(s): 1 Ato: AA - 0779831
ESMERALDO MARIANO DE MELO - ESCRIVENTE

