FIRST AMENDMENT TO THE SHARES FIDUCIARY SALE AGREEMENT AND OTHER COVENANTS

By this First Amendment to the Shares Fiduciary Sale Agreement and Other Covenants (“**Amendment**”) , the parties qualified below (“Parties”), on the one hand, as trustee of the Shares Transferred on a Fiduciary Basis (as set forth in the Agreement) (“**Trustors**”),

1. **ENGIE BRASIL ENERGIA S.A.**, joint stock company with registration as publicly held company before the Securities Exchange Commission (“**CVM**”), headquartered in the City of Florianópolis, State of Santa Catarina, at Rua Paschoal Apóstolo Pística, 5064, 8º andar, CEP 88025-255, enrolled with the Brazilian Register of Corporate Taxpayers of the Ministry of Finance (“**CNPJ/ME**”) under the No. 02.474.103/0001-19, herein represented by its legal representatives duly appointed pursuant to its bylaws and identified on the respective signature page of this instrument (“**EBE**”);
2. **GDF INTERNATIONAL**, capital stock corporation headquartered at 1 Place Smuel de Champlain, 92400, City of Courbevoie, France, enrolled with the CNPJ/ME under the No. 30.639.278/0001-74, herein represented by its legal representatives duly appointed in the form of its bylaws and identified on the respective signature page of this instrument (“**GDFI**”); and
3. **CAISSE DE DÉPÔT ET PLACEMENT DU QUÉBEC**, government authority incorporated under the laws concerning the *Caisse de dépot et placement du Québec*, as published at *Les Publications du Québec* by the government of the Province of Québec, headquartered at Place Jean-Paul-Riopelle, 1000, City of Montreal, Quebec Province, H2Z 2B3, Canada, enrolled with the CNPJ/ME under the No. 29.406.369/0001-80, herein represented by its legal representatives and identified on the respective signature page of this instrument (“**CDPQ**”);

on the other side, as secured parties (jointly, “**Secured Parties**”),

1. **SIMPLIFIC PAVARINI DISTRIBUIDORA DE TÍTULOS E VALORES MOBILIÁRIOS LTDA.**, a financial institution headquartered at City of Rio de Janeiro, State of Rio de Janeiro, at Rua Sete de Setembro, nº 99, 24º andar, enrolled with the CNPJ/ME under the No. 15.227.994/0001-50, herein represented by its legal representatives duly appointed pursuant to its articles of association and identified on the respective signature page of this instrument (“**Trustee**”), as representative of the community of interests of the holders of the Debentures (as defined below) (“**Debentureholders**”), according to the Law No. 6.404, from December 15, 1976, as amended (“**Brazilian** **Corporation Law**”);
2. **BNP PARIBAS**, a financial institution incorporated under the laws of France, acting through its branch located in New York, with address at 787 7th Avenue, City of New York, State of New York, enrolled with the CNPJ/ME under the No. 05.498.596/0001-15, herein represented by its legal representatives duly appointed pursuant to its bylaws and identified on the respective signature page of this instrument (“**BNP Paribas**”);
3. **CRÉDIT AGRICÓLE CORPORATE AND INVESTMENT BANK**, a financial institution incorporated under the laws of France, acting through its branch located in New York, with address at 1301 Avenue of the Americas, City of New York, State of New York, enrolled with the CNPJ/ME under the No. 18.380.627/0001-80, herein represented by its legal representatives duly appointed pursuant to its bylaws and identified on the respective signature page of this instrument (“**Crédit Agricóle**”);
4. **MIZUHO BANK, LTD.**, a financial institution incorporated under the laws of Tokyo, acting through its branch located in New York, with address at 1251 Avenue of the Americas, City of New York, State of New York, enrolled with the CNPJ/ME under the No. 54.928.760/001-16, herein represented by its legal representatives duly appointed pursuant to its bylaws and identified on the respective signature page of this instrument (“**Mizuho**”);
5. **SUMITOMO MITSUI BANKING CORPORATION**, a financial institution incorporated under the laws of Tokyo, acting through its branch located in New York, with address at 277 Park Avenue, City of New York, State of New York, enrolled with the CNPJ/ME under the No. 05.511.120/0001-77, herein represented by its legal representatives duly appointed pursuant to its bylaws and identified on the respective signature page of this instrument (“**SMBC**”);
6. **ING CAPITAL LLC**, a financial institution incorporated under the laws of New York, with address at 1133 Avenue of the Americas, City of New York, State of New York, herein represented by its legal representatives duly appointed pursuant to its bylaws and identified on the respective signature page of this instrument (“**ING**”);
7. **SOCIÉTÉ GÉNÉRALE**, a financial institution incorporated under the laws of France, acting through its branch located in New York, with address at 245 Park Avenue, City of New York, State of New York, enrolled with the CNPJ/ME under the No. 05.641.405/0001-22, herein represented by its legal representatives duly appointed pursuant to its bylaws and identified on the respective signature page of this instrument (“**Société Générale**”);
8. **MUFG BANK, LTD.**, a financial institution incorporated under the laws of Tokyo, acting through its branch located in New York, at 1251 Avenue of the Americas, City of New York, State of New York, enrolled with CNPJ/ME under No. 05.710.415/0001-72, herein represented pursuant to its legal representatives duly appointed pursuant to its corporate acts and identified in the relevant signature page hereof (“**MUFG**” and, together with BNP Paribas, Crédit Agricóle, Mizuho, SMBC, ING and Société Générale, “**Foreign Creditors**”);
9. **MIZUHO BANK, LTD.**, as qualified above (“**Facility Agent**”, as representative agent of the Foreign Creditors);
10. **SUMITOMO MITSUI BANKING CORPORATION**, qualified above (“**Intercreditor Agent**”, as intermediary agent of the Foreign Creditors);
11. **BANCO BNP PARIBAS BRASIL S.A.**, a financial institution incorporated under the laws of the Federative Republic of Brazil, headquartered at Avenida Juscelino Kubitschek, nº 1909, City of São Paulo, State of São Paulo, enrolled with the CNPJ/ME under the No. 01.522.368/0001-82, herein represented by its legal representatives duly appointed pursuant to its bylaws and identified on the respective signature page of this instrument (“**Hedge Provider I**”);
12. **BANCO CRÉDIT AGRICOLE BRASIL S.A**., a financial institution incorporated under the laws of the Federative Republic of Brazil, headquartered at Alameda Itu, nº 852, 12º andar, City of São Paulo, State of São Paulo, enrolled with the CNPJ/ME under the No. 75.647.891/0001-71, herein represented by its legal representatives duly appointed pursuant to its bylaws and identified on the respective signature page of this instrument (“**Hedge Provider II**”)
13. **ITAÚ UNIBANCO S.A.**, a financial institution incorporated under the laws of the Federative Republic of Brazil, with address at Praça Alfredo Egydio De Souza Aranha, nº 100, Torre Olavo Setúbal, City of São Paulo, State of São Paulo, enrolled with the CNPJ/ME under the No. 60.701.190/4816-09, herein represented by its legal representatives duly appointed pursuant to its bylaws and identified on the respective signature page of this instrument (“**Hedge Provider III**” and together with Hedge Provider I and Hedge Provider II, “**Hedge Providers**”);

as local collateral agent (“**Local Collateral Agent**”),

1. **TMF BRASIL ADMINISTRAÇÃO E GESTÃO DE ATIVOS LTDA.**, a limited business company headquartered at City of Barueri, State of São Paulo, at Alameda Caiapós, nº 243, térreo, enrolled with the CNPJ/ME under the No. 23.103.490/0001-57, herein represented by its legal representatives duly appointed pursuant to its articles of association and identified on the respective signature page of this instrument;

and also, as intervening-consenting party,

1. **TRANSPORTADORA ASSOCIADA DE GÁS S.A. - TAG**, joint stock company without registration as publicly held company before the CVM, headquartered at City of Rio de Janeiro, State of Rio de Janeiro, at Praia do Flamengo, nº 200, 20º andar, enrolled with the CNPJ/ME under the No. 06.248.349/0001-23, herein represented by its legal representatives duly appointed pursuant to its bylaws and identified on the respective signature page of this instrument (“**Debtor**” or“**Company**”), as the universal successor to all the rights and obligations of the **ALIANÇA TRANSPORTADORA DE GÁS PARTICIPAÇÕES S.A.**, joint stock company without registration as publicly held company before the CVM, headquartered at City of Rio de Janeiro, State of Rio de Janeiro, at Avenida Presidente Wilson, nº 231, conjuntos 2201, 2202, 2203 and 2204, CEP 20030-905, Centro, enrolled with the CNPJ/ME under the No. 28.760.485/0001-30 (“**Aliança**”), as a result of the acquisition of Aliança by the Company, approved by the general meetings held by Aliança and the Company on September 2, 2019, pursuant to the “Private Instrument of Protocol and Justification of the Merger of Aliança Transportadora de Gás S.A. – TAG”, executed on September 2, 2019 (“**Reverse Merger**” and “**Merger Protocol**”);

the Secured Parties, and together with the Trustors, and the Local Collateral Agent and with the Debtor hereinafter referred to as “**Parties**”,

**WHEREAS:**

1. on May 10, 2019, Aliança and the Trustee entered into the “Private Instrument of the 1st (First) Issuance of Simple Unsecured Debentures not Convertible into Shares, with Additional Collateral, in 3 (three) Series, for Public Distribution with Restricted Distribution Efforts, of Aliança Transportadora de Gás Participações S.A.”, as amended on June 10, 2019 and June 13, 2019 (“**Indenture**”), which governs the terms and conditions of the 1st (first) issuance up to 94.000 (ninety four thousand) simple unsecured debentures, not convertible into shares, with additional collateral, in 3 (three) series of Aliança (“**Debentures**”), in the total amount of up to R$14.000.000.000,00 (fourteen billion Reais), on the relevant issuance date (“**Issuance**”), for public distribution with restricted efforts (“**Restricted Offer**”), pursuant to CVM Instruction No. 476, of January 16, 2009, as amended (“**CVM Instruction 476**”);
2. on May 23, 2019, Aliança, as debtor, the Company, as guarantor, the Foreign Creditors, the Facility Agent, the Local Collateral Agent and MUFG Union Bank, N.A., as foreign collateral agents (“**Foreign Collateral Agents**”), have entered into the Facility Agreement, in the amount of US$2.450.000.000,00 (two billion four hundred fifty million Dollars) (“**USD Facility**”), which governs the terms and conditions of the financing contracted by Aliança with the Foreign Creditors in the total amount of US$2.450.000.000,00 (two billion four hundred fifty million Dollars) (“**USD Loan**”);
3. on April 26, 2019, Aliança and the Hedge Providers entered into (i) 5 (five) Global Derivative Agreements, (ii) the Appendices to the Global Derivative Agreements and (iii) the respective Swap Transaction Confirmations (“**Contingent Hedge Agreements**”), together with the Indenture and the USD Facility, the “**Credit Instruments**”, which govern the terms and conditions of the swap transactions contracted by the Debtor with the Hedge Providers (“**Hedge**” and together with the Indenture and the USD Loan, the “**Financing**”);
4. to ensure prompt and full compliance with all principal and ancillary obligations currently due or which may be due in the future by Aliança under the Credit Instruments, the Trustors have entered into with the Secured Parties, the Local Collateral Agent and Aliança , as an intervening-consenting party, on May 23, 2019, the Fiduciary Transfer of Shares Agreement and Other Covenants, whereby all of the Trustors’ shares in the stock capital of Aliança were fiduciary sold to the Secured Parties (“**Agreement**”);
5. on August 30, 2019, a general meeting of Debentureholders was held, through which the Reverse Merger was unanimously approved, including the reduction of the Company’s capital stock due to the transfer of the negative net assets (uncovered liability) of Aliança to the Company under the Reverse Merger (“**Capital Reduction**”), as well as the authorization for the Fiduciary Agent to take all necessary steps to implement it as representative of the Debentureholders, as appropriate;
6. on September 2, 2019, extraordinary general meetings between Aliança and the Company were held, resolving on the Merger Protocol, the Reverse Merger and the Capital Reduction, whereby, in accordance with the terms and conditions of the Merger Protocol, (i) Aliança was terminated in its entirety and all its properties, rights, assets and liabilities, including those arising from the Credit Instruments and the Financing, were transferred to TAG, which became the universal successor of Aliança for all purposes; (ii) due to the Reverse Merger, all the 900.000 (nine hundred thousand) shares issued by the Company and owned by Aliança were canceled; (iii) as a result, the Trustors received, by subrogation, 259.833 (two hundred fifty-nine, eight hundred and thirty-three) new common registered and book-entry shares, with no par value, issued by the Debtor in replacement of the shares issued by Aliança and held by the Debtor, so that the Trustors became shareholders of TAG’s shares;
7. on the same date, pursuant to the Share Purchase Agreement and Other Covenants (“**Share Purchase Agreement**”), dated as of April 25, 2019, entered into by Petróleo Brasileiro S.A. – Petrobras (“**Petrobras**”), Aliança and, as intervening-consenting parties, the Company, the Trustors and Engie Brasil Participações Ltda. (“**EBP**”), Petrobras transferred to the Trustors 64.016 (sixty-four thousand sixteen) common shares representing the Company’s capital stock l so that the Trustors would retain the equity interest in the Company held by Aliança prior to the Reverse Merger and Capital Reduction (“**Second Transfer of Shares**”);

(H) on the date hereof, due to the Reverse Merger, the Capital Reduction and the Second Transfer of Shares, (i) EBE holds 105.251 (one hundred and five thousand, two hundred and fifty-one) shares issued by the Debtor, representing 29,25% (twenty-nine integers twenty-five hundredths percent) of its total voting capital stock, (ii) CDPQ holds 113.347 (one hundred thirteen thousand, three hundred forty-seven) shares issued by the Debtor, representing 31,50% (thirty-one integers fifty hundredths percent)] of its total voting capital stock, and (iii) GDFI holds 105.251 (one hundred five thousand, two hundred fifty-one) shares issued by the Debtor, representing 29,25% (twenty-nine integers twenty-five hundredths percent) of its total voting capital stock, so that the Trustors together hold 323.849 (three hundred twenty-three thousand, eight hundred and forty-nine) shares issued by the Debtor, representing 90% (ninety percent) of their total voting capital stock (together, the “**Debtor’s Shares**”);

1. as of this date, the Trustors are the sole and legitimate holders of the Debtors’ Shares; and
2. pursuant to the foregoing and in order to align the Agreement to the new agreed terms and conditions, the Parties together agree, through this Amendment, to amend certain terms and conditions of the Agreement, making the adjustments described below:

THEREFORE, the Parties hereto enter into this Amendment, which shall be governed by the following clauses and conditions:

1. **DEFINITIONS AND CONSTRUCTION**
   1. Except as otherwise provided herein, expressions in capital letters used in this Amendment shall have the meaning assigned to them in the Agreement or, if not defined herein, shall have the meanings assigned to them in the Credit Instruments. All singular terms defined in this Amendment shall have the same meaning when employed in the plural and vice versa. The terms “hereof”, “herein” and “hereunder”, unless otherwise required by the context, refer to this Amendment as a whole and not to a specific provision hereof, and references to a clause, sub-clause, items, appendix and exhibit are related to this Amendment unless otherwise specified.
   2. Except for any contrary provision set forth in this instrument, all terms and conditions of the Credit Instruments shall fully and automatically apply to this Agreement, *mutatis mutandis*, and must be deemed as an integral part of this Agreement, as if transcribed herein.
2. **PURPOSE**
   1. Due to the Reverse Merger, the Company has universally succeeded Aliança in all its rights and obligations. Accordingly, the Parties agree that any reference to the term “Debtor” in the Agreement shall be solely read and construed as a reference to the Company.
   2. The Parties hereby agree to replace **Exhibit II** to the Agreement with **Exhibit I** to this Amendment in order to correctly reflect the new number of Debtor’s Shares.
   3. For legal purposes, the Trustors hereby submit the Clearance Certificate (or Liability Certificate with Clearance Effects) of Federal Debts related to the Federal Taxes and Current Debts with the Government issued jointly by the Brazilian Internal Revenue Service and the Attorney General of the National Treasury, whose copies constitute the **Exhibit II** to this Amendment, which, for all purposes, replaces, on the date hereof, **Exhibit III** to the Agreement.
   4. The Parties hereby agree to replace **Exhibit IV** to the Agreement with **Exhibit III** to this Amendment, in order to replace the power of attorney originally handed to the Secured Parties and the Local Collateral Agent upon the execution of the Agreement.
   5. The Parties hereby replace **Exhibit V** to the Agreement with **Exhibit IV** to this Amendment in order to update the Parties’ contact addresses.
3. **FORMALITIES**
   1. The Trustors and the Debtor hereby undertake to:
4. within 5 (five) Business Days as of the date of signature of this Amendment, submit to the Local Collateral Agent the protocol of application for annotation in each Registry Office of Deeds and Documents of the city of domicile of the Parties domiciled in Brazil, subject to the provisions of Clause 3.1.2 of the Agreement; and
5. within 5 (five) Business Days as of the date of approval of the annotation of this Amendment, as provided above, provide original copies duly annotated in each Registry Office of Deeds and Documents of the city of domicile of each of the Parties domiciled in Brazil to the Local Collateral Agent, subject to the provisions of Clause 3.1.2 of the Agreement.
   * 1. The Debtor acknowledges, for the purposes of article 290 of the Brazilian Civil Code, the Fiduciary Assignment provided for in Clause 2.2 of the Agreement.
   1. The Trustors and the Debtor hereby undertake, within 3 (three) Business Days as of the date of execution of this Amendment, to submit to the Local Collateral Agent and the Secured Parties evidence of annotation of this Fiduciary Transfer in the Debtor’s Shares Registration Book, as set forth in Articles 40 and 100, (I), (f) of the Brazilian Corporation Law, as follows:

“All shares and any securities convertible into shares issued by Transportadora Associados de Gás S.A. (“**Company**”), on the date hereof or in the future, owned by the Shareholders (expressly excluding Petróleo Brasileiro S.A. – Petrobras, “**Shareholders**”), as well as dividends, proceeds, interest on equity and other amounts that may be distributed to the Shareholders have been sold on a fiduciary basis in favor of the Secured Parties (as defined in the Fiduciary Transfer of Shares Agreement) to secure the Secured Obligations. (as defined in the Fiduciary Transfer of Shares Agreement), all according to and as defined in the Fiduciary Transfer of Shares Agreement and Other Covenants, entered into among Engie Brasil Energia S.A., GDF International, Caisse de dépôt et placement du Québec, Simplific Pavarini Distribuidora de Títulos e Valores Mobiliários Ltda., the Foreign Creditors and the Company, as intervening-consenting party, on May 23, 2019, as amended from time to time (“**Fiduciary Transfer of Shares Agreement**”), which is filed at the Company headquarters. All shares, assets and or rights transferred on a fiduciary basis described above must not in any way be sold, assigned, disposed of, recorded or encumbered by the Company without the prior approval of the Secured Parties, except as provided in the Fiduciary Transfer of Shares Agreement, which is filed at the Company headquarters.”

* 1. If the Trustors and/or the Debtor fail to make the annotations provided for in Clause 3.1 above, either the Secured Parties or the Local Collateral Agent, acting as directed by the Secured Parties, through specialized service providers appointed by the Secured Parties and contracted by the Trustor (or, in the event of omission, by the Local Collateral Agent, acting as directed by the Secured Parties and on behalf and benefit of the Secured Parties), may, but shall not be required to, make such annotations in the name, on behalf of and at the expense of the Trustors (or, in the event of default by the Trustors, at the expense of the Secured Parties, without prejudice to the obligation of the Trustors to repay the Secured Parties).
     1. Any eventual annotation of this Amendment made by the Secured Parties and the Local Collateral Agent, acting in accordance with the instructions of the Secured Parties, do not exempt the Debtor and the Trustors from a possible declaration of early maturity of the Secured Obligations due to non-compliance with a non-monetary obligation pursuant to the Credit Instruments.
  2. All expenses for such annotations shall be borne by the Trustors and the Debtor, as applicable, pursuant to Clause 13.1 of the Agreement.
  3. According to Clause 7.7 of the Agreement, the Trustors hereby grant new powers of attorney to the Secured Parties and the Local Collateral Agent pursuant to **Exhibit III** to this Amendment, in lieu of those powers of attorney originally handed over to the Secured Parties and the Local Collateral Agent upon execution of the Agreement.
  4. Without prejudice to the application of penalties set forth herein, failure to comply with the provisions set forth in this Clause Three by the Assignor may not be used to challenge the Fiduciary Assignment.

1. **COMMITMENTS, REPRESENTATIONS AND WARRANTIES**
   1. All commitments, representations and warranties made in Clause 4 of the Agreement are hereby reaffirmed by the Trustors and the Debtor, as applicable, and remain true, correct and fully valid and effective as of the date of this Amendment.
2. **RATIFICATIONS**
   1. All provisions of the Agreement not expressly amended or modified by this Amendment are hereby ratified and shall remain in full force and effect in accordance with the terms of the Agreement, and shall apply *mutatis mutandis* to this Amendment as if they were entirely set forth herein.
3. **APPLICABLE LAW AND JURISDICTION**
   1. This Amendment will be governed by and construed in accordance with the laws of Brazil, and it constitutes an extrajudicial execution title, pursuant to 784 article, items III and V, of Law No. 13,105, dated March 16, 2015, as amended (“Brazilian Code of Civil Procedure”). The Trustors hereby acknowledge and agree that any and all obligations assumed or that may be attributed to the Trustors, under the terms of this Amendment or related hereto, shall be subject to the specific execution in accordance with article 815 of the Civil Procedure Code, among others.
   2. **The Trustors agree, on an unconditional and irrevocable basis, to submit to the jurisdiction of the courts of the County of Rio de Janeiro, State of Rio de Janeiro, Brazil, the resolution of any dispute or conflict resulting from this Amendment or related thereto.**
4. **GENERAL PROVISIONS**

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment in 19 (nineteen) counterparts of same form and content, in the presence of the 2 (two) witnesses signed below.

Rio de Janeiro, [September] [ ], 2019.

(Signatures follow on next pages)  
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(Signatures Page to the First Amendment to the Shares Fiduciary Sale Agreement and Other Covenants)

**ENGIE BRASIL ENERGIA S.A.**

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**GDF INTERNATIONAL**

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**CAISSE DE DÉPÔT ET PLACEMENT DU QUÉBEC**

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**SIMPLIC PAVARINI DISTRIBUIDORA DE TÍTULOS E VALORES MOBILIÁRIOS LTDA.**

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**BNP PARIBAS**

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**CRÉDIT AGRICÓLE CORPORATE AND INVESTIMENT BANK**

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**MIZUHO BANK, LTD.**

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**SUMITOMO MITSUI BANKING CORPORATION**

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**ING CAPITAL LLC**

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**SOCIÉTÉ GÉNÉRALE**

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**MUFG BANK, LTD.**

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**MIZUHO BANK, LTD.**

*as Facility Agent*

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**SUMITOMO MITSUI BANKING CORPORATION**

*as Intercreditor Agent*

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**BANCO BNP PARIBAS BRASIL S.A.**

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**BANCO CRÉDIT AGRICOLE BRASIL S.A**.

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**ITAÚ UNIBANCO S.A.**

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**TMF BRASIL ADMINISTRAÇÃO E GESTÃO DE ATIVOS LTDA.**

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(Signatures Page to the First Amendment to the Shares Fiduciary Sale Agreement and Other Covenants)

**TRANSPORTADORA ASSOCIADA DE GÁS S.A.**

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By: By:  
Title: Title:

(Signatures Page to the First Amendment to the Shares Fiduciary Sale Agreement and Other Covenants)

Witnesses:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Name: Name:  
 ID: ID:  
 CPF/ME: CPF/ME:

EXHIBIT I  
DESCRIPTION OF THE SHARES TRANSFERRED ON A FIDUCIARY BASIS

1. 105.251 (one hundred and five thousand two hundred and fifty one) registered common shares, with no par value, fully subscribed and paid up, issued by the Debtor and owned by EBE, which correspond to 29,25% (twenty nine integers twenty five hundredths percent) of the total voting capital stock of the Debtor;
2. 13.347 (one hundred and thirteen thousand, three hundred and forty-seven)registered common shares, with no par value, fully subscribed and paid up, issued by the Debtor and owned by CDPQ, which correspond to 31,50% (thirty one integer fifty hundredths percent) of the total voting capital stock of the Debtor; and
3. 105.251 (one hundred and five thousand, two hundred and fifty one)registered common shares, with no par value, fully subscribed and paid up, issued by the Debtor and owned by GDFI, which correspond to 29,25% (twenty nine integers twenty five hundredths percent) of the total voting capital stock of the Debtor.

EXHIBIT II  
CERTIFICATES

1. Liability Certificate with Clearance Effects related to Federal Taxes and Current Debts with the Government, issued on behalf of Debtor, by the Ministry of Finance, on 08.14.2019, effective until 02.10.2020;
2. Liability Certificate with Clearance Effects related to Federal Taxes and Current Debts with the Government, issued on behalf of EBE, by the Ministry of Finance, on 04.24.2019, effective until 10.21.2019;
3. Clearance Certificate related to Federal Taxes and Current Debts with the Government, issued on behalf of GDFI, by the Ministry of Finance, on 05.20.2019, effective until 11.16.2019; and
4. Clearance Certificate related to Federal Taxes and Current Debts with the Government, issued on behalf of CDPQ, by the Ministry of Finance, on 05.20.2019, effective until 16.11.2019.

ANNEX III - DRAFT POWER OF ATTORNEY

By this private instrument of power of attorney, **ENGIE BRASIL ENERGIA S.A.**, a capital stock corporation, headquartered in the City of Florianópolis, State of Santa Catarina, at Rua Paschoal Apóstolo Pística, 5064, 8º andar, CEP 88025-255, enrolled and registered with the Brazilian Register of Corporate Taxpayers of the Ministry of Finance (“**CNPJ/ME**”) under the No.º 02.474.103/0001-19, herein represented by its legal representatives duly appointed pursuant to its articles of association; **GDF INTERNATIONAL**, a capital stock corporation headquartered at 1 Place Smuel de Champlain, 92400, City of Courbevoie, France, enrolled with the CNPJ/ME under the No. 30.639.278/0001-74, herein represented by its legal representatives duly appointed pursuant to its bylaw; and **CAISSE DE DÉPÔT ET PLACEMENT DU QUÉBEC**, a government authority incorporated under the laws concerning the *Caisse de dépot et placement du Québec*, as published at *Les Publications du Québec* by the government of the Province of Québec, headquartered at Place Jean-Paul-Riopelle, 1000, City of Montreal, Quebec Province, H2Z 2B3, Canada, enrolled with the CNPJ/ME under the No. 29.406.369/0001-80, herein represented by its legal representatives (hereinafter referred to as “**Grantors**”), appoint and retain, on an irrevocable and irreversible basis, as their attorneys in fact: (a) the **SIMPLIFIC PAVARINI DISTRIBUIDORA DE TÍTULOS E VALORES MOBILIÁRIOS LTDA.**, a financial institution, headquartered at City of Rio de Janeiro, State of Rio de Janeiro, at Rua Sete de Setembro, nº 99, 24º andar, enrolled with the CNPJ/ME under the No. 15.227.994/0001-50, (b) **BNP PARIBAS**, a financial institution incorporated under the laws of France, acting through its branch located at 787 7th Avenue, City of New York, State of New York, enrolled with the CNPJ/ME under the No. 05.498.596/0001-15 (“**BNP Paribas**”); (c) **CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK**, a financial institution incorporated under the laws of France, acting through its branch located at 1301 Avenue of the Americas, City of New York, State of New York, enrolled with the CNPJ/ME under the No. 18.380.627/0001-80 (“**Crédit Agricóle**”); (d) **MIZUHO BANK, LTD.**, a financial institution incorporated under the laws of Tokyo, acting through its branch located at 1251 Avenue of the Americas, City of New York, State of New York, enrolled with the CNPJ/ME under the No. 54.928.760/001-16 (“**Mizuho**”); (e) **SUMITOMO MITSUI BANKING CORPORATION**, a financial institution incorporated under the laws of Tokyo, acting through its branch located at 277 Park Avenue, City of New York, State of New York with CNPJ/ME under the No. 05.511.120/0001-77 (“**SMBC**”); (f) **ING CAPITAL LLC**, a financial institution incorporated under the laws of New York, headquartered at 1133 Avenue of the Americas, City of New York, State of New York (“**ING**”); (g) **SOCIÉTÉ GÉNÉRALE**, a financial institution incorporated under the laws of France, acting through its branch located at 245 Park Avenue, City of New York, State of New York, enrolled with the CNPJ/ME under the No. 05.641.405/0001-22 (“**Société Générale**”); (h) **MUFG BANK, LTD.**, a financial institution incorporated under the laws of Tokyo, acting through its branch located in New York, with address at 1251 Avenue of the Americas, City of New York, State of New York 10020-1104, enrolled with the CNPJ/ME under the No. 05.710.415/0001-72 (“**MUFG**” and, together with the BNP Paribas, Crédit Agricóle, Mizuho, SMBC, ING e Société Générale, “**Foreign Creditors**”); (i) **MIZUHO BANK, LTD.**, qualified above, in the capacity of the representative agents of the Foreign Creditors, (j) **SUMITOMO MITSUI BANKING CORPORATION,** qualified above, in the capacity of intermediary agent of the Foreign Creditors, (k) **BANCO BNP PARIBAS BRASIL S.A**, a financial institution incorporated as a joint stock company, headquartered at Avenida Juscelino Kubitschek, nº 1909, City of São Paulo, State of São Paulo, enrolled with the CNPJ/ME under the No. 01.522.368/0001-82; (l) **BANCO CRÉDIT AGRICOLE BRASIL S.A**., a financial institution incorporated as a joint stock company, headquartered at Alameda Itú, nº 852, 12º andar, City of São Paulo, State of São Paulo, enrolled with the CNPJ/ME under the No. 75.647.891/0001-71; (m) **ITAÚ UNIBANCO S.A.**, a financial institution incorporated as a joint stock company, with address at Praça Alfredo Egydio De Souza Aranha, nº 100, Torre Olavo Setúbal, City of São Paulo, State of São Paulo, enrolled with the CNPJ/ME under the No. 60.701.190/4816-09; and (n) **TMF BRASIL ADMINISTRAÇÃO E GESTÃO DE ATIVOS LTDA.**, limited business company, headquartered at City of Barueri, State of São Paulo, at Alameda Caiapós, nº 243, Térreo, enrolled with the CNPJ/ME under the No. 23.103.490/0001-57; (hereinafter referred to as “**Grantees**”), with powers to take on behalf of the Grantors pursuant to Articles 684, 685 and sole paragraph of Article 686 of Law No. 10,406 of January 10, 2002, as amended, any measure with respect to the subject matter herein, including but not limited to:

1. Perform, at any moment, all acts required for the maintenance, defense and/or foreclosure of the guarantee established in the “Fiduciary Transfer of Shares Agreement and Other Covenants”, entered into on May 23, 2019, as amended on [September] [02], 2019 (“**Agreement**”) between the Grantors, the Grantees and, as intervening-consenting party, Transportadora Associada de Gás S.A., a joint stock company without registration as a publicly held company before the Comissão de Valores Mobiliários (“**CVM**”), headquartered at City of Rio de Janeiro, State of Rio de Janeiro, at Praia do Flamengo, nº 200, 20º andar, enrolled with the CNPJ/ME under the No. 06.248.349/0001-23;
2. upon the declaration of early maturity to the Credit Instruments, collect, receive, sell or cause it to be sold, assign, grant or place call options or otherwise dispose of all or any part of the Shares Transferred on a Fiduciary Basis, by public or private sale, subject to applicable law, and regardless of any judicial or extrajudicial notice;
3. upon declaration of early maturity to the Credit Instruments, request and receive any proceeds from the disposal of Shares Transferred on a Fiduciary Basis, applying them to the payment and/or amortization of the Secured Obligations, and deduct from them any expenses and taxes eventually incurred and hand over to the Grantors whatever is left over;
4. upon the declaration of early maturity to the Credit Instruments, sign any and all instruments and perform all acts before any third party or governmental authority, including, without limitation, the trustee of the Shares Transferred on a Fiduciary Basis, the regulatory agency to which the Grantors are subject, as the case may be, the Central Bank of Brazil, the CVM and any stock exchange or clearinghouse in the event of an auction, which are required to perform the public or private sale of Shares Transferred on a Fiduciary Basis, regardless of any judicial or extrajudicial notice, including requesting the respective authorization or approval;
5. upon the declaration of early maturity to the Credit Instruments, enter into the respective sale agreements, invoices, transfer certificates, amendments to Debtor’s bylaws and Debtor’s share registration book and any other documents that may be necessary for the purpose of formalizing the disposal, assignment or transfer, by any means, of the Shares Transferred on a Fiduciary Basis, in whole or in part, transferring their ownership to any third parties, granting and receiving the respective discharge and signing receipts;
6. represent the Grantors and practice every and all necessary acts to the delivery and/or transfer of proceeds to the Grantees for the payment of the Secured Obligations as a result of the execution of this Agreement and foreclosure of the Shares Transferred on a Fiduciary Basis, including but not limited to the acquisition of the foreign currency and execution of the exchange agreement;
7. upon the declaration of early maturity under the terms of the Credit Instruments, represent the Grantors in the Federative Republic of Brazil, in or out of court, before third parties and all and any public or private financial institutions, federal, state or local bodies or authorities, in all their respective divisions and departments, including, among others, boards of trade, as applicable, Registry Offices of Deeds and Documents, specific ministry which the Grantors are subject to, as applicable, regulatory agency which the Grantors are subject to, as applicable, and the Brazilian Federal Revenue Department solely in relation to acts that may be deemed necessary to document the disposal, assignment or transfer of, by any means, the Shares Transferred on a Fiduciary Basis to, in the whole or in part, any third parties, under the terms of this Agreement; and
8. take any action and execute any instrument according to the terms and purposes of this Agreement, to the extent that such action is deemed necessary to create, maintain, document or validate such guarantee, as well as amend this Agreement for such purpose.

The Grantees may transfer the powers granted thereto, in the whole or in part, with or without restrictions.

This power of attorney shall be granted as a condition of the Agreement, in order to ensure the compliance with the obligations, with the powers of the “on own behalf” clause, on an unconditional basis, pursuant to articles 684 and 685, and sole paragraph of article 686 of the Brazilian Civil Code.

This power of attorney repeals the previous power of attorney, granted by the Grantors to the Grantees on May 23, 2019, for all legal purposes.

[This power of attorney shall be valid and effective over the effective term of the Agreement and the Secured Obligations].

The terms in capital letters not defined herein shall have the meaning assigned to them in the Agreement.

[Place], [Date].

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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **ENGIE BRASIL ENERGIA S.A.** | |
| By:  Title: | By:  Title: |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **GDF INTERNATIONAL** | |
| By:  Title: | By:  Title: |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **CAISSE DE DÉPÔT ET PLACEMENT DU QUÉBEC** | |
| By:  Title: | By:  Title: |

EXHIBIT IV  
ADDRESSES FOR SUBMISSION OF COMMUNICATIONS UNDER THE AGREEMENT

1. If to the Debtor:

**TRANSPORTADORA ASSOCIADA DE GÁS S.A. – TAG**Praia do Flamengo, nº 200, 20º andar  
CEP 22210-060, Rio de Janeiro – RJ  
A/C: Marc Claassen@engie.com  
Phone: +55 (21) 3974-5452  
Email: Marc.CLAASSEN@engie.com

1. If to the Trustors:

**ENGIE BRASIL ENERGIA S.A.**

Rua Paschoal Apóstolo Pística, nº 5064, 8º andar

Florianópolis - SCA/C: Marc Leal Claassen  
Phone: (21) 3974-5452  
Email: marc.claassen@engie.com

**GDF INTERNATIONAL**

1 Place Smuel de Champlain, 92400

City of Courbevoie, France

C/O: Marc Leal Claassen  
Phone: (21) 3974-5452  
Email: marc.claassen@engie.com

**CAISSE DE DÉPÔT ET PLACEMENT DU QUÉBEC**Place Jean-Paul-Riopelle, 1000,

City of Montreal, Quebec Province, H2Z 2B3, Canada  
C/O: Ana Maria Vidaurre / Francois Duquette  
Phone: +1 514847-2923   
Email: amvidaurre@cdpq.com / fduquette@cdpq.com

1. If to the Secured Parties:

**SIMPLIFIC PAVARINI DISTRIBUIDORA DE TÍTULOS E VALORES MOBILIÁRIOS LTDA.**

Rua Sete de Setembro, n.º 99, 24º andar

Rio de Janeiro –RJ

A/C: Carlos Alberto Bacha e Rinaldo Rabello Ferreira / Matheus Gomes Faria   
Phone: 55 (21) 2507-1949  
Email: [fiduciario@simplificpavarini.com.br](mailto:fiduciario@simplificpavarini.com.br)

**BNP PARIBAS**787 7th Avenue  
City of New York, State of New York C/O: Manoj Khatri / Marcelo Camargo   
Phone: +1 (212) 841-2922 / +1 (212) 841-3706   
Email: manoj.khatri@us.bnpparibas.com / marcelo.camargo@us.bnpparibas.com

**CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK**  
1301 Avenue of the Americas

City of New York, State of New York   
C/O: Daniel Aquino / Christophe Bernard   
Phone: + 55 (11) 3896-6230 / + 1 212 261 3774   
Email: daniel.aquino@ca-cib.com / Christophe.bernard@ca-cib.com

**MIZUHO BANK LTD**1251 Avenue of the Americas

City of New York, State of New York   
C/O: Barry Liu e Daniel Gaffney

Phone: + 1 212 282 3931 / +1 212 282-3237

Email: Barry.Liu@mizuhogroup.com [/ Daniel.Gaffney@mizuhogroup.com](mailto:/%20Daniel.Gaffney@mizuhogroup.com)

**SUMITOMO MITSUI BANKING CORPORATION**  
277 Park Avenue   
City of New York, State of New York

C/O: Elodie Phounsombat / Miguel Vilca / Gregory Miller   
Phone: 212-224-5285 / 212-224-5254 / 212-224-4644   
Email: Elodie\_Phounsombat@smbcgroup.com / Miguel\_Vilca@smbcgroup.com / [Gregory\_Miller@smbcgroup.com](mailto:Gregory_Miller@smbcgroup.com)

**ING CAPITAL LLC**1133 Avenue of the Americas

City of New York, State of New York  
C/O: Anthony Rivera / Alejandro Jimeno   
Phone: +1 646 424 7638 / +1 646 424 7847   
Email: anthony.rivera@ing.com / alejandro.jimeno@ing.com

**SOCIÉTÉ GÉNÉRALE**  
245 Park Avenue

City of New York, State of New York   
C/O: Leon Valera / Cian Madigan   
Phone: 212-278-7272 / 212-278-6057   
Email: leon.valera@sgcib.com / cian.madigan@sgcib.com

**MUFG BANK, LTD.**  
1251 Avenue of the Americas

City of New York, State of New York   
C/O: Kyle Donahue / Steven Williams   
Phone: +1 201 630 3859 / +1 602 626 1176   
Email: kdonahue@us.mufg.jp / stwilliams@us.mufg.jp

**BANCO BNP PARIBAS BRASIL S.A.,**Avenida Juscelino Kubitschek, nº 1909

São Paulo - SP

A/C: Laurence Beaumanoir   
Phone: (11) 3841-3224  
Email: Laurence.beaumanoir@br.bnpparibas.com

**BANCO CRÉDIT AGRICOLE BRASIL S.A.**Alameda Itú, nº 852, 12º andar  
São Paulo - SP  
A/C: OPC / CMO – Capital Markets Back Office  
Phone: (11) 3896-6420  
Email: settlements@ca.cib.com

**ITAÚ UNIBANCO S.A.** Avenida Doutora Ruth Cardoso, nº 7815, 6º andar  
São Paulo – SP  
A/C: Vanessa Sahemi Wataya Baroni  
Phone: (11) 4090-1850  
Email: IBBA-MiddleOfficeUltra@itaubba.com

1. If to the Local Collateral Agent:

**TMF BRASIL ADMINISTRAÇÃO E GESTÃO DE ATIVOS LTDA.**Alameda Caiapós, nº 243, 2º andar, conjunto 1, Centro Empresarial Tamboré  
Barueri - SP  
A/C: Danilo Oliveira / Gabriele Gonçalves  
Phone: (55 11) 3509-8196 / 3509-8470  
Email: [cts.brazil@tmf-group.com](mailto:cts.brazil@tmf-group.com) / [danilo.oliveira@tmf-group.com](mailto:danilo.oliveira@tmf-group.com)