

NOVA TRANSPORTADORA DO SUDESTE S.A. – NTS

CNPJ 04.992.714/0001-84

NIRE 33.3.0026999-1

**EXTRACT OF MINUTES OF THE EXTRAORDINARY BOARD OF
DIRECTORS' MEETING HELD ON JANUARY 31, 2024**

1. **DATE, TIME, AND PLACE:** On January 31, 2024, at 3 p.m., the Meeting was held via telephone conference, in accordance with article 12, paragraph 4, of the By-laws of Nova Transportadora do Sudeste S.A. – NTS (“Company”).
2. **CALL NOTICE AND ATTENDANCE:** The Meeting was called pursuant to paragraph 1 of Article 12 of the Company's Bylaws, and was installed with the attendance of the majority of the effective members of the Board of Directors, pursuant to paragraph 2 of Article 12 of the Company's Bylaws.
3. **BOARD:** The meeting was chaired by the Board Member Marcos Pinto Almeida, who invited the Board Member Fernando Ziziotti to act as secretary.
4. **AGENDA:** Deliberation of the following matters: **(a)** the Issuance (as defined below) and the Offer (as defined below); **(b)** delegation of powers to the Company's Executive Officers to, directly or indirectly through attorneys-in-fact, take all actions and sign all documents necessary to execute the Issuance and the Offer, including, but not limited to; **(i)** the engagement of institutions that are part of the securities distribution system to conduct the Offer (“Coordinators”), one of them being the lead coordinator, by means of the execution of the “*Public Coordination and Distribution Agreement, of Simple Debentures, Non-Convertible into Shares, in 3 (three) Series, Unsecured, under a Firm Placement Guarantee Regime, under the Rite of Automatic Registration of Distribution, of the 6th (Sixth) Issuance of Nova Transportadora do Sudeste S.A. – NTS*”, (“Distribution Agreement”) to be executed between the Company and the Coordinators; **(ii)** the participation in discussions and negotiations to define the terms of the Debentures (as defined below) and of the Issuance, as well as the execution, by the Company, of the “*Private Instrument of Indenture of the 6th (Sixth) Issuance of Simple Debentures, Non-Convertible into Shares, Unsecured, in 3 (three) Series, for Public Distribution under the Rite of Automatic Registration of Distribution, intended for Professional Investors, of Nova Transportadora do Sudeste S. A. – NTS*” (“Indenture”) and other documents necessary for the Issuance and the Offer; and **(iii)** negotiation and execution of all other documents necessary to the Issuance and the Offer, including powers of attorney, any amendments, letters, statements, agreements, notifications and communications, in addition to the practice of all acts necessary for the execution of the Issuance and the Offer); **(c)** the payment and/or optional early amortizations, in one or more operations, of the Debentures (as defined below), by making an Full Optional Early Redemption, Extraordinary Amortization, Early Redemption Offer and/or Optional Acquisition (as defined below), subject to the terms and conditions of the Indenture, as well as

authorization for the Company's Board of Directors to perform all the acts necessary for the implementation of this approval; and **(d)** ratification of all acts already performed by the Company's Executive Officers within the scope of the Issuance and the Offer.

5. **RESOLUTIONS:** The Chairman declared the Meeting installed, in view of the attendance of the required quorum. After examination of the items on the Agenda, the Board Members decided, by unanimous vote, the following:

(a) To approve the issuance, by the Company, of the 6th (sixth) issuance of simple debentures, non-convertible into shares, unsecured, in 3 (three) series, of the Company ("Debentures" and "Issuance", respectively), for public distribution under the rite of automatic registration of distribution, intended for professional investors, as per the Brazilian Securities Commission ("CVM") Resolution no. 160, as of July 13, 2022, as amended ("CVM Resolution 160") and other applicable regulations ("Offer"), which main conditions and characteristics are described below:

- (i) Issuance Number:** The Debentures represent the Company's sixth (6th) issuance of debentures.
- (ii) Series:** The Issuance shall be executed in 3 (three) series, being the first series composed by 2.666.667 (two million, six hundred and sixty-six thousand, six hundred and sixty-seven) Debentures ("First Series Debentures"), the second series composed by 2.666.667 (two million, six hundred and sixty-six thousand, six hundred and sixty-seven) Debentures ("Second Series Debentures"), and the third series composed by 2.666.666 (two million, six hundred and sixty-six thousand, six hundred and sixty-six) Debentures ("Third Series Debentures");
- (iii) Total Amount of Issuance:** The total amount of the Issuance shall be R\$ 8,000,000,000.00 (eight billion reais), on the Date of Issuance (as defined below) ("Total Amount of Issuance");
- (iv) Allocation of Proceeds:** The net proceeds obtained by the Company from the Issuance shall be fully used for general corporate purposes;
- (v) Placement and Distribution Procedure:** The Debentures will be subject to a public offering for distribution, under the rite of automatic registration of distribution, in accordance with Law No. 6,385, of December 7, 1976, as amended, CVM Resolution 160 and other applicable legal and regulatory provisions, and the Distribution Agreement, under a firm placement guarantee regime regarding the totality of the Debentures ("Firm Guarantee"), with the Coordinators' intermediation, with the leading intermediary institution being called "Lead Coordinator". The target audience for the Offer will be made up of professional investors, as defined in accordance with article 11 of CVM

Resolution No. 30, of May 11, 2021, as amended (“CVM Resolution 30” and “Professional Investors”, respectively);

- (vi) **Deposit to Distribution:** The Debentures shall be deposited to distribution in the primary market through the Asset Distribution Module (“ADM”), managed and operated by B3 S.A. - Brasil, Bolsa, Balcão (“B3”), being the distribution financially settled through B3;
- (vii) **Deposit to Negotiation:** Subject to the provisions set forth in the Indenture, the Debentures shall be deposit for trading in the secondary market through CETIP21 – Securities (“CETIP21”), managed and operated by B3, being the trades financially settled through B3 and the Debentures electronically held in custody at B3;
- (viii) **Date of Issuance:** For all legal purposes, the date of issuance of the Debentures will be February 15, 2024 (“Date of Issuance”);
- (ix) **Debentures Yield Start Date:** For all legal purposes and effects, the Debentures’ yield start date of each series shall be the date of the 1st (first) pay-up of the Debentures of each series (“Debentures Yield Start Date”);
- (x) **Form, Type, and Proof of Ownership:** The Debentures shall be issued in nominative and book-entry form, without the issuance of precautionary or certificates, and, for all legal purposes, the ownership of the Debentures shall be evidenced by the Debentures’ extract issued by the Bookkeeping Agent. Additionally, a extract issued by B3 on behalf of the Debenture holder (as defined in the Indenture) will also be accredited as proof of ownership of Debentures that are electronically held in custody at B3;
- (xi) **Convertibility:** The Debentures shall be simple, therefore, they will not be convertible into shares issued by the Company;
- (xii) **Type:** The Debentures shall be unsecured, in accordance with Article 58, caput, of Law 6,404, dated as of December 15, 1976, as amended (“Corporations Law”), without any guarantees by the Company;
- (xiii) **Term and Maturity Date:** Except for the events of total early redemption or early maturity of the obligations arising from the Debentures, as provided for in the Indenture: **(a)** the First Series Debentures shall have a five (5) year term, as of the Date of Issuance of the Debentures, maturing, therefore, on February 15, 2029 (“Maturity Date of the First Series”); **(b)** the Second Series Debentures shall have a seven (7) year term, as of the Date of Issuance of the Debentures, maturing, therefore, on February 15, 2031 (“Maturity Date of the”);

Second Series”); and (c) the Third Series Debentures shall have a ten (10) year term, as of the Date of Issuance of the Debentures, maturing, therefore, on February 15, 2034 (“Maturity Date of the Third Series”), and, jointly with the Maturity Date of the First Series and the Maturity Date of the Second Series, “Maturity Date”);

- (xiv) **Unit Par Value:** The unit par value of the Debentures shall be one thousand reais (R\$ 1,000.00), on the Date of Issuance (“Unit Par Value”);
- (xv) **Quantity of Debentures Issued:** eight million (8,000,000) Debentures shall be issued;
- (xvi) **Subscription Term:** Respected (i) the compliance with the requirements provided for in the Indenture; (ii) the granting of registration of the Offer by the CVM; and (iii) the publication of the announcement of the beginning of the Offer, in accordance with article 59, paragraph 3 of CVM Resolution 160 (“Beginning Announcement”), the Debentures will be subscribed, at any time, in up to 180 (one hundred and eighty) days from the date of publication of the Beginning Announcement, pursuant to article 48 of CVM Resolution 160, limited to the Placement Deadline provided for in the Distribution Agreement;
- (xvii) **Subscription Price and Form of Payment:** Subject to the provisions of the Distribution Agreement, the Debentures will be subscribed and paid-up in cash, in national currency, upon subscription, at the Unit Par Value. If the Debentures are paid-up on more than one date, the subscription price for the Debentures that are paid-up after the Debentures Yield Start Date it shall correspond to the Unit Par Value of the Debentures, plus the Remuneration (as defined below), of each series, calculated *pro rata temporis* from the Debentures Yield Start Date until the date of their effective payment. The Debentures may be subscribed, at the sole discretion of the Coordinators, with gain or discount, if applicable, upon subscription of the Debentures, on each pay-up date of the Debentures of the respective series, provided that they are applied equally to all the Debentures of the respective series paid up on the same date;
- (xviii) **Monetary restatement of the Unit Par Value:** The Unit Par Value of the Debentures shall not be monetarily restated;
- (xix) **Remuneration of the First Series Debentures:** On the Unit Par Value of the First Series Debentures or on the balance of the Unit Par Value of the First Series Debentures, shall incur remuneration interest regarding the accumulated variation of one hundred per cent (100.00%) of the average daily rate of the DI - One-Day Interbank Deposit, “*over extra group*”, expressed as a percentage

to the base year of two hundred and fifty two (252) Business Days, calculated and published daily by B3 S.A. – Brasil, Bolsa, Balcão (“DI Rate”), plus a *spread* of one point twenty percent (1.20%) per base year of two hundred and fifty-two (252) Business Days, calculated according to the formula and terms provided for in the Indenture (“Remuneration of the First Series”);

- (xx)** **Remuneration of the Second Series Debentures:** On the Unit Par Value of the Second Series Debentures or on the balance of the Unit Par Value of the Second Series Debentures, shall incur remuneration interest regarding the accumulated variation of one hundred per cent (100%) of the DI Rate, plus a *spread* of one point forty percent (1.40%) per base year of two hundred and fifty-two (252) Business Days, calculated according to the formula and terms provided for in the Indenture (“Remuneration of the Second Series”);
- (xxi)** **Remuneration of the Third Series Debentures:** On the Unit Par Value of the Third Series Debentures or on the balance of the Unit Par Value of the Third Series Debentures, shall incur remuneration interest regarding the accumulated variation of one hundred per cent (100%) of the DI Rate, plus a *spread* of one point seventy per cent (1.70%) per base year of two hundred and fifty-two (252) Business Days, calculated according to the formula and terms provided for in the Indenture (“Remuneration of the Third Series” and, jointly with the Remuneration of the First Series and Remuneration of the Second Series, “Remuneration”);
- (xxii)** **Payment of Remuneration:** Without prejudice to payments resulting from early maturity of the obligations under the Debentures, early redemption of the Debentures and/or extraordinary amortization of the Debentures, as provided in the Indenture, the Remuneration shall be paid biannually, always on the 15th day of February and August of each year, being: **(a)** the first (1st) payment of the Remuneration of the First Series due on August 15, 2024, and the last one on the Date of Maturity of the First Series (each one of these dates a “Date of Payment of Remuneration of the First Series”); **(b)** the first (1st) payment of the Remuneration of the Second Series due on August 15, 2024, and the last one on the Date of Maturity of the Second Series (each one of these dates a “Date of Payment of Remuneration of the Second Series”); and **(c)** the first (1st) payment of the Remuneration of the Third Series due on August 15, 2024, and the last one on the Date of Maturity of the Third Series (each one of these dates a “Date of Payment of Remuneration of the Third Series”);
- (xxiii)** **Scheduled Amortization of Debentures of First Series:** Without prejudice to payments resulting from early maturity of the obligations resulting from the First Series Debentures, early redemption of the Debentures of First Series

and/or extraordinary amortization of the Debentures of First Series, as provided for in the Indenture, the balance amount of the Unit Par Value of the Debentures of First Series shall be amortized in a sole date, which is the Maturity Date of First Series (“Amortization Date of the First Series”);

- (xxiv) **Scheduled Amortization of Debentures of Second Series:** Without prejudice to payments resulting from early maturity of the obligations resulting from the Second Series Debentures, early redemption of the Debentures of Second Series and/or extraordinary amortization of the Debentures of Second Series, as provided for in the Indenture, the balance amount of the Unit Par Value of the Debentures of Second Series shall be amortized according to the dates indicated on the second (2nd) column of the schedule provided for in the Indenture (each one, an “Amortization Date of the Second Series”), and percentages on the third (3rd) column of the schedule provided for in the Indenture;
- (xxv) **Scheduled Amortization of Debentures of Third Series:** Without prejudice to payments resulting from early maturity of the obligations resulting from the Third Series Debentures, early redemption of the Debentures of Third Series, and/or extraordinary amortization of the Debentures of Third Series, as provided for in the Indenture, the balance amount of the Unit Par Value of the Debentures of Third Series shall be amortized according to the dates indicated on the second (2nd) column of the schedule provided for in the Indenture (each one, an “Amortization Date of the Third Series” and, together with the Amortization Date of the First Series and the Amortization Date of the Second Series, “Amortization Date”) and percentages on the third (3rd) column of the schedule provided for in the Indenture;
- (xxvi) **Payment Place:** Payments related to the Debentures shall be made by the Company on the respective due date using, as the case may be: (a) the procedures adopted by B3 for Debentures held in custody electronically therein; and/or (b) the procedures adopted by the Bookkeeping Agent for Debentures that are not held in custody electronically at B3;
- (xxvii) **Term Extension:** The terms regarding the payment of any obligation provided for in the Indenture will be considered extended until the 1st (first) subsequent Business Day, if the due date coincides with a day on which there is no banking business in the place of payment of the Debentures, except in cases which the payments must be made through B3, in which case there will only be an extension when the payment date coincides with a national declared holiday, Saturday or Sunday or on a day when B3 is closed for business;

- (xxviii) Default Charges:** Without prejudice to the Remuneration of the respective series, in the event of default in the payment by the Company of any amount due and unpaid to the Debenture holders of the respective series pursuant to the Indenture, the overdue and unpaid debts by the Company shall be subject to, regardless of notice, notification or judicial or extrajudicial interpellation **(i)** a conventional fine, irreducible and of a non-compensatory nature, of two percent (2%) and **(ii)** default interest at the rate of one percent (1%) per month, *pro rata temporis*, from the date of default to the date of actual payment; both calculated on the amount due and unpaid (“Default Charges”);
- (xxix) Scheduled Renewal:** The Debentures will not be object of scheduled Renewal;
- (xxx) Dismemberment.** The Debentures of each series cannot be dismembered and will grant their holders the same rights.
- (xxxi) Full Optional Early Redemption:** The Company may, at its sole discretion, under the terms and conditions of the Indenture, as of and including February 15, 2026, regarding the First Series Debentures, February 15, 2027, regarding the Second Series Debentures, and February 15, 2029, regarding the Third Series Debentures perform a full optional early redemption of the Debentures (“Full Optional Early Redemption”). At the time of the Full Optional Early Redemption, the amount due by the Company shall be equivalent to **(a)** the Unit Par Value of the Debentures of each series (or balance amount of the Unit Par Value of the Debentures of each series, as the case may be) to be redeemed, plus **(b)** the Remuneration of the respective series, calculated on a *pro rata temporis* basis as of the Debentures Yield Start Date, or the previous Date of Payment of Remuneration of the respective series, as the case may be, until the effective date of the Full Optional Early Redemption, levied on the Unit Par Value (or the balance amount of the Unit Par Value, as the case may be), plus due and unpaid charges until the date of Full Optional Early Redemption; and **(c)** a premium equivalent to zero point three zero per cent (0.30%) per year, *pro rata temporis*, considering base year of two hundred and fifty-two (252) Business Days, and considering the quantity of Business Days to elapse between the effective date of Total Optional Early Redemption and the Maturity Date of the Debentures of the respective series, levied on the sum of the early redemption amounts described in items (a) and (b) above, in accordance with the calculation formula provided for in the Indenture;
- (xxxii) Extraordinary Amortization:** The Company may, at its sole discretion and at any time, regarding the First Series Debentures, as of and including, February 15, 2026, regarding the Second Series Debentures, as of and including February 15, 2027, and regarding the Third Series Debentures, as of and including

February 15, 2029, on a day to be defined under the Indenture, perform an optional partial extraordinary amortization of the Debentures of all or any of the series (“Extraordinary Amortization”). At the time of the Extraordinary Amortization, the amount due by the Company shall be equivalent to **(a)** the installment of the Unit Par Value of the Debentures of each series (or balance amount of the Unit Par Value of the Debentures of each series, as the case may be) to be amortized, plus **(b)** the Remuneration of the respective series, calculated on a *pro rata temporis* basis as of the Debentures Yield Start Date, or the previous Date of Payment of Remuneration of the respective series, as the case may be, until the effective date of the Extraordinary Amortization of the Debentures, levied on the Unit Par Value (or the balance of the Unit Par Value of the Debentures, as the case may be) and other charges due and unpaid until the date of the Extraordinary Amortization, plus (c) a premium equivalent to zero point three zero per cent (0.30%) per year, *pro rata temporis*, considering base year of two hundred and fifty-two (252) Business Days, and considering the quantity of Business Days to elapse between the effective date of Extraordinary Amortization and the Maturity Date of the Debentures of the respective series, levied on the sum of the early redemption amounts described in items (a) and (b) above, in accordance with the calculation formula provided for in the Indenture;

(xxxiii) Early Redemption Offer: The Company may, subject to the terms and conditions of the Indenture, at its sole discretion, at any time, carry out an early redemption offer of the Debentures, in general or by series, as defined by the Company, addressed to all Debenture holders or to all Debenture holders of the respective series, as applicable, all Debenture holders being guaranteed equal conditions to accept the redemption of the Debentures held by them (“Early Redemption Offer”). The amount to be paid to the Debenture holders will be equivalent to the Unit Par Value of the Debentures or the balance of the Unit Par Value of the Debentures of the respective series to be redeemed, plus **(a)** the Remuneration of the respective series and other charges due and not paid until the date of Early Redemption Offer, calculated *pro rata temporis* from the Debentures Yield Start Date, or the previous Date of Payment of Remuneration, as the case may be, until the date of effective redemption of the Debentures object of the Early Redemption Offer, and **(b)** if the case, of the redemption premium indicated in the Early Redemption Offer Notice;

(xxxiv) Optional Acquisition: The Company may, at its only discretion and at any time, acquire outstanding Debentures or carry out an optional total or partial acquisition offer to acquire the Debentures of the Debenture holders who choose to sell their respective Debentures, observing the provisions of Article 55, paragraph 3, of the Corporations Law, on articles 14 and 19 of CVM Resolution No. 77, dated as of March 29th, 2022, as amended, provided that it

complies with any other rules issued by CVM, and it must be registered, if required by applicable legal and regulatory rules, on the published management report and Consolidated Financial Statements of the Company (as defined in the Indenture). The Debentures acquired by the Company in accordance with this clause may, at the Company's discretion, be canceled, remain in the Company's treasury or be placed on the market again, observing the restrictions imposed by CVM Resolution 160. The Debentures acquired by the Company to be held in treasury, pursuant to this clause, if and when placed in the market, shall be entitled to the same remuneration applicable to the other Debentures;

- (i) **Early Maturity:** Subject to the Indenture, the obligations arising from the Debentures will have their early maturity declared in the cases to be provided for in the Indenture;
- (ii) **Trustee:** Pentágono S.A. Distribuidora de Títulos e Valores Mobiliários, joint stock company with head office in the city of Rio de Janeiro, state of Rio de Janeiro, at Avenida das Américas 4200, bloco 8, salas 302, 303 and 304, Barra da Tijuca, ZIP Code 22.640-102, enrolled with the CNPJ/MF under no. 17.343.682/0001-38, shall be contracted at the Company's expense, in compliance with the respective service agreement, to act as trustee and representative of the interests of the group of Debenture holders (“Debentures’ Trustee”); and
- (iii) **Other Conditions:** All other conditions and specific rules concerning the Issuance of Debentures shall be detailed in the Indenture.

(b) **To approve** the granting of powers to the Company’s Executive Board to, directly or indirectly, through attorneys-in-fact, to make the necessary arrangements and execute all the documents necessary to formalize the Issuance and the Offer, including, but not limited to (i) the hiring of the Coordinators to the execution of the Offer, including by means of the Distribution Agreement; (ii) the participation in discussions and negotiations to define the terms of the Debentures and of the Issuance, as well as the execution, by the Company, of the Indenture and other documents necessary for the Issuance and the Offer; and (iii) negotiation and execution of all other documents necessary to the Issuance and the Offer, including powers of attorney, any amendments, letters, statements, agreements, notifications and communications, in addition to the practice of all acts necessary for the execution of the Issuance and the Offer;

(c) **To approve** the payment and/or optional early amortizations, in one or more operations, of the Debentures, by making (i) a Full Optional Early Redemption, in accordance with the provisions of Clause 5.1 of the Indenture, (ii) an Extraordinary Amortization, in accordance with the provisions of Clause 5.2 of the Indenture, (iii) an Early Redemption

Offer, in accordance with the provisions of Clause 5.3 of the Indenture, and/or (iv) an Optional Acquisition, in accordance with the provisions of Clause 5.4 of the Indenture, as well as **authorize** the Company's Board of Directors to perform all the acts necessary for the implementation of this approval.

(d) To approve the ratification of all acts already performed by the Company's Executive Board under the deliberations provided for in items "(a)" and "(b)" below, to the execution of the Issuance and the Offer.

6. READING AND DRAWING UP OF THE MINUTES: There being no further business to discuss, the Chairman drew up these Minutes, which, after being read, were found to be in order and signed by the Chairman of the Meeting, the Secretary, and all the attending Board Members.

Rio de Janeiro, January 31, 2024.

It is hereby certified that this instrument is a true copy of the minutes drawn up in the Company's minutes book.

Marcos Pinto Almeida
Chairman

Fernando Ziziotti
Secretary