

TERMO DE CESSÃO FIDUCIÁRIA DE DIREITOS CREDITÓRIOS Nº 001

Pelo presente instrumento particular, as partes a seguir nomeadas (em conjunto, “**Partes**” e, individual e indistintamente, “**Parte**”):

- (1) **CARAMURU ALIMENTOS S.A.**, sociedade por ações com sede na cidade de Itumbiara, estado de Goiás, na Via Expressa Júlio Borges de Souza, 4.240 (às margens da BR 153), Bairro Nossa Senhora da Saúde, CEP 75520-900, inscrita no Cadastro Nacional da Pessoa Jurídica do Ministério da Economia (“**CNPJ/ME**”) sob o nº 00.080.671/0001-00, neste ato representada nos termos de seu estatuto social (“**Fiduciante**”); e
- (2) **ECO SECURITIZADORA DE DIREITOS CREDITÓRIOS DO AGRONEGÓCIO S.A.**, sociedade por ações, com registro de companhia securitizadora perante a CVM sob o nº 310, com sede na cidade de São Paulo, estado de São Paulo, na Avenida Pedroso de Morais, nº 1.553, 3º andar, conjunto 32, CEP 05419-001, inscrita no CNPJ/ME sob o nº 10.753.164/0001-43, neste ato representada nos termos de seu estatuto social (“**Fiduciária**”);

CONSIDERANDO QUE:

- (i) o Fiduciante e a Fiduciária firmaram o “Contrato de Cessão Fiduciária de Conta Vinculada e de Promessa de Cessão Fiduciária de Direitos Creditórios e Outras Avenças”, em 31 de maio de 2022 (“Contrato de Cessão Fiduciária”), em garantia do fiel e integral cumprimento de todas as Obrigações Garantidas (conforme definido no Contrato de Cessão Fiduciária);
- (ii) nos termos da Cláusula 1.5 do Contrato de Cessão Fiduciária, o Fiduciante deseja constituir, em favor da Fiduciária, cessão fiduciária sobre novos direitos creditórios de sua titularidade decorrentes de Contratos de Exportação; e
- (iii) em decorrência do acima disposto, as Partes desejam, de comum acordo, celebrar o presente termo de cessão fiduciária de direitos creditórios nº 001 (“Termo de Cessão”), de acordo com os termos e condições doravante estabelecidos.

1. TERMOS DEFINIDOS

- 1.1. Termos iniciados em letra maiúscula e não definidos de outra forma no presente Termo de Cessão terão os mesmos significados a eles atribuídos no Contrato de Cessão Fiduciária.

2. CESSÃO FIDUCIÁRIA

- 2.1. Em garantia do fiel e integral cumprimento de todas as Obrigações Garantidas, o Fiduciante, nos termos do artigo 66-B, parágrafos 3º, 4º e 5º da Lei nº 4.728, de 17 de julho de 1965, conforme alterada, do artigo 41 da Lei 11.076, dos artigos 1.361 a 1.368 do Código Civil, bem como dos artigos 18 a 20 da Lei 9.514, cede e transfere fiduciariamente, em favor da Fiduciária, os Direitos Creditórios de sua titularidade oriundos dos contratos de exportação cujas cópias integram o Anexo A ao presente Termo de Cessão (“Contratos de Exportação”), em que as características encontram-se descritas no Anexo B ao presente Termo de Cessão, cujos pagamentos deverão ser realizados na Conta Vinculada, nos termos do Contrato de Cessão Fiduciária.
- 2.2. O Cliente deverá ser notificado acerca da cessão fiduciária outorgada nos termos deste Termo de Cessão, conforme previsto no artigo 290 do Código Civil, sendo certo que, se assim exigido nos termos de um determinado contrato de exportação, os Clientes deverão manifestar o seu de acordo, expressamente, em referido instrumento, aceitando sem restrições a obrigação de realizar os pagamentos decorrentes dos Contratos de Exportação na Conta Vinculada, conforme instruções constantes da Notificação de Cessão Fiduciária. A Notificação de Cessão Fiduciária poderá ser enviada, pelo Fiduciante aos Clientes, por e-mail, devendo tal e-mail ser enviado com solicitação de confirmação de recebimento pelo Cliente destinatário.
- 2.3. O Fiduciante deverá entregar à Fiduciária comprovante de confirmação de recebimento da Notificação de Cessão Fiduciária, devidamente assinado pelo Cliente, no prazo de até 2 (dois) Dias Úteis da data de assinatura deste Termo de Cessão. Caso um determinado contrato de exportação prescreva a anuência do Cliente para realização da cessão dos créditos dele decorrentes, a Fiduciante deverá encaminhar comprovação de tal anuência à Fiduciária previamente à celebração do Termo de Cessão.
- 2.4. Mediante a celebração do presente instrumento, os Direitos Creditórios oriundos dos Contratos de Exportação listados no Anexo A ao presente Termo de Cessão, passam a integrar o conceito de “Direitos Cedidos” descrito no Contrato de Cessão Fiduciária, para todos os fins e efeitos.
- 2.5. Neste ato, o Fiduciante reitera as declarações descritas na Cláusula 6.1 do Contrato de Cessão Fiduciária.
- 2.5. As Partes ratificam e declaram estar de acordo com todos os demais termos, condições e anexos do Contrato de Cessão Fiduciária.

3. REGISTRO

- 3.1. O Fiduciante se compromete a efetuar o registro do presente Termo de Cessão perante os competentes cartórios de títulos e documentos da sede do Fiduciante e da Fiduciária, quais sejam:

(i) cidade de Itumbiara, no estado de Goiás; e (ii) cidade de São Paulo, no estado de São Paulo (“**Cartórios de RTD**”), devendo o Fiduciante, (i) protocolar o presente Termo de Cessão nos Cartórios de RTD, no prazo máximo de 10 (dez) Dias Úteis a contar da data de assinatura do presente Termo de Cessão, bem como cumprir tempestivamente quaisquer exigências então apresentadas, ou, caso o protocolo seja inviabilizado em razão da imposição de medidas restritivas ao funcionamento normal dos Cartórios de RTD decorrentes exclusivamente da pandemia da COVID-19, em até 15 (quinze) Dias Úteis contados da data de restabelecimento da prestação regular dos seus serviços e (ii) disponibilizar os respectivos comprovantes de efetivo registro nos Cartórios de RTD, no prazo máximo de 10 (dez) Dias Úteis a contar da data em que obtido o registro.

4. DISPOSIÇÕES GERAIS

- 4.1. Os *Considerandos* acima são parte integrante do presente Termo de Cessão para todos os fins e efeitos de direito.
- 4.2. O presente Termo de Cessão será regido e interpretado de acordo com as leis da República Federativa do Brasil.
- 4.3. Fica eleito o foro da Comarca da Capital do Estado de São Paulo, como único competente para dirimir toda e qualquer controvérsia oriunda deste Termo de Cessão ou a ele relacionada.
- 4.4. As Partes poderão firmar o presente Termo de Cessão por meio da utilização da assinatura digital e/ou eletrônica, com ou sem certificado digital emitido pela ICP-Brasil, declarando, neste ato, para todos os fins e efeitos de direito, que admitem como válido e aceitam, nos termos do artigo 10, parágrafos 1º e 2º, da Medida Provisória 2.200-2, de 24 de agosto de 2001, conforme alterada o meio de comprovação de autoria e integridade do documento em forma eletrônica utilizado com as assinaturas deste Termo de Cessão.

Este Termo de Cessão foi assinado digitalmente por meio de certificados digitais que atendem aos requisitos da Infraestrutura de Chaves Públicas Brasileira – ICP-Brasil, a fim de garantir sua autenticidade, integridade e validade jurídica, nos termos da Medida Provisória nº 2.200-2, de 24 de agosto de 2001, conforme alterada.

São Paulo, 22 de abril de 2025.

(Página de assinatura do Termo de Cessão N° 001 celebrado em 22 de abril de 2025)

CARAMURU ALIMENTOS S.A.

Fiduciante

ECO SECURITIZADORA DE DIREITOS CREDITÓRIOS DO AGRONEGÓCIO S.A.

Fiduciária

Testemunhas:

1. _____

Nome: Lucas Matheus Alonso

CPF:404.631.518-01

2. _____

Nome: Jefferson Bassichetto Berata

CPF:406.849.268-90

Anexo A



ANEC STAMP 101032

We hereby confirm the following business done via us on November 18th, 2.024.

Contracts ns^a **ABUM-70006/24 45.000 Mt during March, 2.025;**
ABUM-70007/24 36.000 Mt during April, 2.025;
ABUM-70008/24 36.000 Mt during May, 2.025;
ABUM-70009/24 45.000 Mt during June, 2.025;
ABUM-70010/24 36.000 Mt during July, 2.025.

Seller Intergrain Company S.A.
 Local 102 – Edificio @2 – Ruta 8, KM 17.500
 Zonamerica – Montevideo – Uruguay.
 R.U.T: 219452470017
Fully guaranteed by: Caramuru Alimentos S/A.
 Via Expressa Julio Borges de Souza, 4.240. 7
 CEP: 75520-900 – Itumbiara – GO – Brazil

Both companies certified GMP+

Buyer Cefetra BV.
 PO Box 113
 3.000 AC – Rotterdam – The Netherlands.

Goods Brazilian Soyabean Meal High Protein Solvent Extracted Toasted.
GMP+ FSA Assured

Quantity 198.000 (One hundred and ninety eight thousand) Metric tons, 10% more or less, being 5% to be declared up on vessel's nomination and 5% at vessel's option. All at the contract premium.

Quality/ Conditions
 Basis. 48.0% Protein, minimum 47,00% (AOCS Ba 4d-90)
 Max. 7,00% Ashes (AOCS Ba 5a-49)
 Basis 3.5% Fiber, maximum 4,50%(AOCS Ba 6-84)
 Basis 12.5% Moisture maximum 13,00%(AOCS Ba 2a-38)
 Basis 1,0% Sand/Silica, maximum 2,00%(AOCS Ba 5b -68)

Allowances for Protein

From 47.99% to 47.5% = 1:1
 From 47.49% to 47.0% = 2:1
 Below 47.0% = 3:1

Allowances for Fibre.

From 3.51% to 3.80% = 1:1
 From 3.81% to 4.00% = 1,5:1
 From 4,01% to 4,50% = 2:1
 Above 4,50% 3:1

- Other quality / conditions as per clause 3 of ANEC 73.

Premium US\$ 26.00 (Twenty six US Dollars) per short ton, OVER pellets 48% profat fob market in Paranaguá, basis respective months, 2025 at export corridor. The final premium per short ton is over respective months on CBOT, 2025.

Premium Fixation To be fixed as follows:

- Seller has the right to fix the premium latest 15 days before each delivery period.
- Seller has the right to sell in buyer's name to a third party, (which has to be recognized as a first class company) at the current premium, in case buyer does not accept the same in the normal 48% profat pellets in Paranaguá, at export corridor, and thereby automatically fixing premium for the above mentioned contracts at the same price.
- Buyer has the right to buy in seller's name from a third party, (which has to be recognized as a first class company) at the current premium in case seller does not accept the same in the normal fob 48% profat pellets market, in Paranaguá, at export corridor, and thereby automatically fixing premium for the above mentioned contracts at the same price.

Exchange of Futures Price to be fixed as per clause 6.2 B of ANEC 73 (futures in exchange) with seller to give-up a number of futures closest to the contracted quantity to buyer latest 05 business days prior shipment, or latest 02 business days prior to first notice day of CBOT basis month, whichever earlier.

Port of Shipment FOB in Santos, at T-XXXIX Terminal Berth.

Payment By telegraphic transfer against presentation of shipping documents in São Paulo, within 02 business days.

Delivery 45.000 Mt between March 15th and March 31st 2.025, both dates included;
36.000 Mt between April 15th and April 30th 2.025, both dates included;
36.000 Mt between May 15th and May 31st 2.025, both dates included;
45.000 Mt between June 15th and June 30th 2.025, both dates included;
36.000 Mt between July 15th and July 31st 2.025, both dates included;
Buyers will endeavour to inform about vessel's ETA with 45 days before each shipment period.
All with 30 days extension as per clause 12 of ANEC 73.
Vessel/s to be nominated with 15 days of pre-advices.
Carrying charges as per clause 13 of ANEC 73.

More to follow...

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 CP.11000 – Montevideo – Uruguay – E-mail: exec@americabrokers.uy





Continuation, page two...

Contracts ns°	ABUM-70006/24	45.000 Mt	during	March, 2.025;
	ABUM-70007/24	36.000 Mt	during	April, 2.025;
	ABUM-70008/24	36.000 Mt	during	May, 2.025;
	ABUM-70009/24	45.000 Mt	during	June, 2.025;
	ABUM-70010/24	36.000 Mt	during	July, 2.025.

Special Conditions

- 1 The goods produced and delivered under this contract are Caramuru production, goods are produced in Caramuru's Itumbiara, São Simão or Ipameri crush plants, in the state of Goiás.
- 2 Goods to be stored in Santos.
- 3 The goods produced and delivered under this contract are intended for the usage as feedstuff in the European Union.
- 4 Analysis certificates to be:
 - 1st Analysis for Caramuru's account.
 - 2nd Analysis at **Salamon & Seaber**, for Cefetra's account.
 - 3rd Analysis in common agreement, but only in case the Protein and/or Fiber results between seller/buyer analysis certificates exceeds 0,5%; cost of third analysis to be for Cefetra's account.
 - All the laboratories must be **GAFTA approved/certified**.
- 5 The goods produced and delivered under the contract are free of EU non-approved GMO events.
- 6 The goods produced and delivered under this contract are produced by production plants certified in accordance with the relevant GMP+ FSA standard, set by GMP+ international.
- 7 The goods produced and delivered under this contract are intended for the usage as feedstuff in the European Union.
- 8 Seller has to be certified in accordance with the applicable GMP+ FSA production/trade standard set by GMP+ international (or equivalent assurance schemes) during the duration of this frame contract.
- 9 Seller guarantees that both transport and storage (within loading terminal facilities boundaries) comply with the relevant GMP+ FSA Standard, set by GMP+ international.
- 10 Seller shall do their utmost to avoid fumigation, but in case of a suspected infestation, joint inspection to be made with Buyer's surveyor. In cases where infestation is confirmed, fumigation will be carried out by a fumigation company nominated in mutual agreement by Buyer and Seller. Fumigation costs to be for Seller's account. In case where the discharge of a vessel is not allowed by port authorities, because the gas levels measured are too high, Seller and Buyer agree to split the costs that arise due to the delay of the discharge.
- 11 Sellers guarantee no child labour takes place in the chain from production of the beans till shipment in the port.
- 12 Sellers guarantee no slavery takes place in the chain from production of the beans till shipment in the port.
- 13 Sellers guarantee no violations of the local and laws and regulations, including environmental laws.
- 14 Seller guarantees its compliance with all applicable anti-bribery laws and regulations.
- 15 Seller guarantees the product is produced from beans sourced outside of the Amazon Biome.
- 16 The goods produced and delivered under this contract are in compliance with EU regulation (EC) no. 396/2005 on maximum residue levels of pesticides in feed of plant origin.
- 17 Inframur/TUIP/TUP or any other Port Utilization Tax in force at loading port at time of shipment for Seller's account.
- 18 Seller shall have the goods ready to be delivered at any time within the contract period of delivery.
- 19 With respect to clause 8 of ANEC 73, items (I) and (II) are not applicable and not valid for this contract.
- 20 Seller to provide SUSTENTAR certificate.

Loading Conditions

Loading rate of 8.000 Mt per WWD SATPMSHEX EU for the total quantity 63.000 Mt (Combined with contracts ABUM-70011/24 and ABUM-70020/24 (March shipment), ABUM-70012/24 and ABUM-70021/24 (April shipment), ABUM-70013/24 and ABUM-70022/24 (May shipment), ABUM-70014/24 (June shipment), ABUM-70015/24 (July shipment).

Notice of Readiness at loading port to be given until 17:00 hours during ordinary office hours, or until 11:00 hours on Saturdays. Laytime to start counting at 08:00 hours on the next regular working day, whether in port or not, whether in berth or not.

Vessel must be ready in all respects to receive cargo.

Laytime to stop counting upon completion of loading.

Demurrage rate as per charter party. Despatch rate always half demurrage.

Otherwise as per ANEC 73, clause 11.2.

Other Conditions

- Weight final at time and place of shipment, as per ANEC 73;
- Quality final at time and place of shipment.

Trade Sanctions Clause

The parties warrant, represent and undertake to each other, that they will comply with all applicable laws, rules and sanction regulations in performing this Contract.

- a) Neither they nor any of their subsidiaries (collectively, the "Parties"), directors or officers, or to the best knowledge of the Parties, any person on whose behalf the Parties are acting in connection with the Contract, is an individual or entity ("Person") that is a Person (or "Persons") that is the subject of any economic or financial sanctions or trade embargoes administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") the U.S. Departments of State or Commerce, the United Nations Security Council ("UNSC"), the European Union ("EU"), or other applicable sanctions authority (collectively, "Sanctions") (collectively, a "Sanctioned Person");
- b) They will not use, or make available, the goods or funds (as applicable) provided the other party in terms of the Contract to fund or facilitate any activities or business of, with or related to any Sanctioned Person, or in any manner that would result in a violation of Sanctions, and

More to follow...

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Continuation, page three...

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	ABUM-70008/24	36.000 Mt	during	May, 2.025;
	ABUM-70009/24	45.000 Mt	during	June, 2.025;
	ABUM-70010/24	36.000 Mt	during	July, 2.025.

c) They will not use or make available the goods or funds (as applicable) provided by the other party in terms of the Contract to fund or facilitate any activities or business of, with or related to any country or territory that is the subject of comprehensive (i.e., country-wide or territory-wide) Sanctions (including, as of the date of signature of this contract, Crimea, Cuba, Iran, North Korea, Syria, the Luhansk People's Republic and the Donetsk People's Republic) (a "Sanctioned Country"), unless such activity complies with all applicable Sanctions and does not place either party in violation of Sanctions.

d) The Seller represents and warrants that the Commodity has not originated or come from or through any Sanctioned Country. Without prejudice to its other rights under the contract, in order to ensure compliance with Sanctions, the Seller may, without prejudice to any other rights, require payment in Euro, exchange rate to be used will be the Bloomberg Fixing or another mutually agreed USD/EUR exchange rate, two business days prior to the payment date, unless it is proven to Seller's satisfaction that the transaction is covered by a valid OFAC licence. Likewise, the Buyer may also require to pay in EURO.

e) The Buyer will inform the Seller immediately, but latest prior commencement of loading/ prior to shipment, about any sale to a Sanctioned Country.

The parties represent and warrant that:

If either party can prove that the other party has breached this clause, it may (without incurring any liability of any nature to the other party whatsoever) terminate or suspend all or any part of the Contract with immediate effect by notice to the other party or take any other action it deems necessary in order for it to comply with applicable sanctions. The other party shall be liable for any and all proved costs, liabilities and expenses whatsoever incurred by it due to exercising its rights under this clause.

The parties warrant and represent that it will not nominate and/or appropriate any vessel in the performance of their obligations under this Contract in violation of any Sanctions.

Parties will have the right to reject any nomination and/or appropriation of a vessel which (a) violates any Sanctions, (b) puts either party in breach, or under designation risk, of any Sanctions, or (c) otherwise involves a vessel that is the subject of any Sanctions (including, but not limited to, vessels that are the subject of Sanctions due to ownership or country of registration, or that appear on any Sanctions list), by serving a rejection notice on the other party detailing the grounds for the rejection. Service of such notice shall not constitute a breach of this Contract and parties shall not be liable to the other party for any losses, claims, costs, expenses, damages or liabilities arising in connection with any such rejection. If parties reject a nomination and/or appropriation on these grounds they shall be entitled, at their sole discretion, to (i) require the other party to promptly nominate and/or appropriate a suitable substitute vessel; or (ii) terminate this Contract.

To the full extent permitted by applicable law, the parties shall indemnify each other against any and all costs, expenses, losses and liabilities it incurs as a result of the other party nominating and/or appropriating a vessel in breach of this clause. Any exercise by the party of its right under this clause shall be without prejudice to any other rights or remedies of it under the Contract.

Final Conditions

All other terms and conditions not in contradiction with the above to be as per contract ANEC 73, including its reference to GAFSA 119 and arbitration as per clause 19 of ANEC 73, in force at time and place of shipment, of which the parties admit that they have knowledge and notice.

Commission for Seller's Account.

We kindly ask that identification of any discrepancies within the written contract shall be communicated through the requisite channels within one business day of issuance of the written confirmation. In case that no discrepancies are reported, all parties move forward under assumption the terms as outlined within the previously issued confirmation have been accepted and agreed upon.

Activities within the scope of the execution including timely vessel nomination process remain the responsibility of the Buyer and Seller. Buyer and Seller are full responsible and shall provide America with their respective execution email addresses in order to facilitate necessary communication among all parties involved. We America act solely in the capacity of a Broker.

We thank you for this business.

DocuSigned by:
C. Rodriguez da Costa
3BEF0149512E4A1
DocuSigned by:
Wesley Sousa Rezende
D4D94C81C72F406
Intergrain - (Seller)

Cefetra
Cefetra B.V. The Netherlands
Cefetra BV - (Buyer)

DS
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Anexo B

Partes	Contrato	Data de Celebração	Objeto	Data de pagamento dos Direitos Creditórios	Valor dos Direitos Creditórios em USD	Valor dos Direitos Creditórios em R\$
INTERGRAIN COMPANY S/A e CARAMURU ALIMENTOS S.A.	ABUM: 70008/24	18/11/2024	Regular e compromissar a exportação de Farelo de Soja Hipro GMO (36.000 ton)	31/05/2025	\$13.075.482,60	R\$ 74.530.250,82
INTERGRAIN COMPANY S/A e CARAMURU ALIMENTOS S.A.	ABUM: 70009/24	18/11/2024	Regular e compromissar a exportação de Farelo de Soja Hipro GMO (45.000 ton)	30/06/2025	\$15.953.973,71	R\$ 90.937.650,12
INTERGRAIN COMPANY S/A e CARAMURU ALIMENTOS S.A.	ABUM: 70010/24	18/11/2024	Regular e compromissar a exportação de Farelo de Soja Hipro GMO (36.000 ton)	31/07/2025	\$12.845.322,36	R\$ 73.218.337,45
Valor Total					\$41.874.778,67	R\$ 238.686.238,39