

ATA DE ASSEMBLEIA GERAL EXTRAORDINÁRIA DA

EPR 2 ENGENHARIA S.A.

CNPJ: 55.159.823/0001-56

NIRE: 35300638085

REALIZADA EM 20 DE JUNHO DE 2024



JUCESP PROTOCOLO
0.952.089/24-5



I. DATA, HORÁRIO E LOCAL: 20 de junho de 2024, às 16:00 horas na cidade de São Paulo, Estado de São Paulo, Avenida Faria Lima, nº 1188, andar 6, conjunto 65, sala 19-B, Jardim Paulistano, CEP 01451-001.

II. CONVOCAÇÃO E PRESENÇA: dispensadas as formalidades de convocação, na forma do disposto no artigo 124, §4º, da Lei 6.404, de 15 de dezembro de 1976 ("Lei das S.A."), conforme alterada, em razão da presença dos acionistas titulares de 100% (cem por cento) das ações de emissão da Companhia, conforme assinaturas lançadas abaixo.

III. COMPOSIÇÃO DA MESA: Presidente: Sr. José Carlos Cassaniga; Secretário: Ênio Stein Júnior.

IV. ORDEM DO DIA: deliberar sobre **(i)** a aceitação da renúncia do Sr. Giovanni Mott Galvão de Arruda Filho do cargo de Diretor sem designação específica da Companhia; **(ii)** a eleição do Sr. Enio Stein Júnior para o cargo de Diretor sem designação específica da Companhia; e **(iii)** a consignação da composição atual da diretoria da Companhia.

V. DELIBERAÇÕES: Após as oportunas discussões, os acionistas decidiram, por unanimidade de votos e sem ressalvas, o seguinte:

(i) Aceitar a renúncia do Sr. **GIOVANNI MOTT GALVÃO DE ARRUDA FILHO**, brasileiro, casado sob o regime da comunhão parcial de bens, administrador, portador do RG nº 44.925.182 SSP/SP, inscrito no CPF/MF sob o nº 383.667.128-00, com endereço comercial na Cidade de São Paulo, Estado de São Paulo, Avenida Brigadeiro Faria Lima, nº 1188, andar 6, Conjunto 65, Sala 19-B, Jardim Paulistano, CEP 01451-001, do cargo de Diretor sem designação específica da Companhia, conforme carta de renúncia apresentada à Companhia;

(ii) Eleger o Sr. **ENIO STEIN JÚNIOR**, brasileiro, casado em separação total de bens, engenheiro, portador da Cédula de Identidade RG nº 09.376.519-6 IFP/RJ, inscrito no CPF/MF sob o nº 028.142.927-81, com endereço comercial na Cidade de São Paulo, Estado de São Paulo, na Avenida Brigadeiro Faria Lima, nº 1188, 6º andar, sala nº 22, Jardim Paulistano, CEP 01451-001, para o cargo de Diretor sem designação específica da Companhia, conforme facultado pelo artigo 14 do Estatuto Social da Companhia, com um mandato unificado com o outro Diretor sem designação específica, com término em 05 de março de 2026;

(iii) Em razão das deliberações aprovadas nos itens (i) e (ii) acima, consignar a composição atual da diretoria da Companhia, cujo mandato encerrar-se-á em 05 de março de 2026:

a) Sr. **JOSÉ CARLOS CASSANIGA**, brasileiro, casado, engenheiro civil, portador da Cédula de Identidade nº 10.838.525-5 SSP/SP, inscrito no Cadastro de Pessoas Físicas sob o nº 079.703.368-84, com endereço comercial na Cidade de São Paulo, Estado de

São Paulo, na Avenida Brigadeiro Faria Lima, nº 1188, 6º andar, sala nº 22, Jardim Paulistano, CEP 01451-001, como Diretor sem designação específica;

b) Sr. **ENIO STEIN JÚNIOR**, acima qualificado, como Diretor de sem designação específica; e

VI. ENCERRAMENTO: Nada mais havendo a ser tratado, o Sr. Presidente deu por encerrada a Assembleia, da qual lavrou-se a presente ata, que, após lida e achada conforme, foi por todos os presentes assinada. Autorizada a publicação da presente ata com a omissão das assinaturas dos acionistas, nos termos do artigo 130, parágrafo 2º, da Lei das S.A.

VII. ASSINATURAS: Mesa: Presidente: Sr. José Carlos Cassaniga; Secretário: Ênio Stein Júnior. Acionistas: EPR 2 PARTICIPAÇÕES S.A. (por: José Carlos Cassaniga e Enio Stein Júnior) e EPR INFRAESTRUTURA PR S.A. (representada por José Carlos Cassaniga e Enio Stein Júnior).

A presente ata foi lavrada em 1 (uma) via digital, em livro próprio, tendo-se dela extraído cópias enviadas ao registro de comércio.

São Paulo, 20 DE JUNHO de 2024.

MESA:



José Carlos Cassaniga

Presidente



Enio Stein Júnior

Secretário

ACIONISTAS:



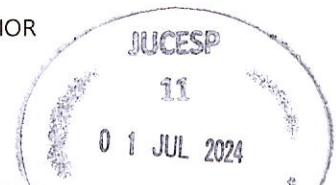
EPR INFRAESTRUTURA PR S.A.

Por: JOSÉ CARLOS CASSANIGA E ENIO STEIN JÚNIOR



EPR 2 PARTICIPAÇÕES S.A.

Por: JOSÉ CARLOS CASSANIGA E ENIO STEIN JÚNIOR



257.683/24-0



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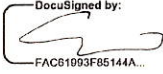
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Enio Stein Júnior
 enio.stein@grupoepr.com.br
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Signature Provider Details:
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 Signature Issuer: AC Certisign RFB G5
 Signer CPF: 02814292781

Signature

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José Carlos Cassaniga
 jose.cassaniga@grupoepr.com.br
 Security Level: Email, Account Authentication (None), Digital Certificate
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 Signer CPF: 07970336884

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Status

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Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

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Status

Timestamp

Carbon Copy Events

Status

Timestamp

Gabriela Jansen
 gjansen@mayerbrown.com
 Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:
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Carbon Copy Events

Julia Grieco Paes Leme
julia.paesleme@grupoepr.com.br
Security Level: Email, Account Authentication
(None)

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Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

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EPR 2 ENGENHARIA S.A.
CNPJ/MF: 55.159.823/0001-56

NIRE: 35300638085

TERMO DE POSSE

Eu, **ENIO STEIN JÚNIOR**, brasileiro, casado em separação total de bens, engenheiro, portador da Cédula de Identidade RG nº 09.376.519-6 IFP/RJ, inscrito no CPF/MF sob o nº 028.142.927-81, com endereço comercial na Cidade de São Paulo, Estado de São Paulo, Avenida Brigadeiro Faria Lima, nº 1.188, 6º andar, sala nº 22, Jardim Paulistano, CEP 01451-001, tomo posse, neste ato, no cargo de Diretor sem designação específica da **EPR 2 ENGENHARIA S.A.**, sociedade por ações, com sede Cidade de São Paulo, Estado de São Paulo, Avenida Faria Lima, nº 1188, andar 6, conjunto 65, sala 19-B, Jardim Paulistano, CEP 01451-001, inscrita no CNPJ/MF sob o nº 55.159.823/0001-56 ("Companhia"), para o qual fui eleito conforme Assembleia Geral Extraordinária realizada nesta data.

Declaro, para todos os efeitos legais, a anuência e adesão ao Acordo de Acionistas da Companhia, e ainda, que não estou impedido por lei especial de exercer a administração da Companhia, nem condenado ou sob os efeitos de condenações, a penas que vedem, ainda que temporariamente, o acesso a cargos públicos, ou por crime falimentar, de prevaricação, peita ou suborno, concussão, peculato, ou contra a economia popular, contra o sistema financeiro nacional, contra normas de defesa da concorrência, contra as relações de consumo, contra a fé pública ou a propriedade.

Por fim, confirmo que as citações e intimações relativas a processos administrativos ou judiciais relativos a atos de minha gestão, deverão ser entregues no endereço de meu domicílio, acima indicado.

São Paulo, 20 de junho de 2024.



ENIO STEIN JÚNIOR

Certificate Of Completion

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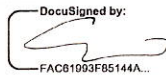
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Signer Events

Enio Stein Júnior
 enio.stein@grupoep.com.br
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Signature



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Editor Delivery Events

Status

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Agent Delivery Events

Status

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Intermediary Delivery Events

Status

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Certified Delivery Events

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Carbon Copy Events

Status

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Gabriela Jansen
 gjansen@mayerbrown.com
 Security Level: Email, Account Authentication (None)
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Julia Grieco Paes Leme
 julia.paesleme@grupoep.com.br
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Witness Events

Signature

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Notary Events

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Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

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EPR 2 ENGENHARIA S.A.

CNPJ/MF: 55.159.823/0001-56

NIRE: 35300638085

TERMO DE RENÚNCIA

Neste ato e na melhor forma de direito, eu, **GIOVANNI MOTT GALVÃO DE ARRUDA FILHO**, brasileiro, casado sob o regime da comunhão parcial de bens, administrador, portador do RG nº 44.925.182 SSP/SP, inscrito no CPF/MF sob o nº 383.667.128-00, com endereço comercial na Cidade de São Paulo, Estado de São Paulo, Avenida Brigadeiro Faria Lima, nº 1188, andar 6, Conjunto 65, Sala 19-B, Jardim Paulistano, CEP 01451-001, eleito para o cargo de Diretor sem designação específica da **EPR 2 ENGENHARIA S.A.**, sociedade por ações, com sede Cidade de São Paulo, Estado de São Paulo, Avenida Faria Lima, nº 1188, andar 6, conjunto 65, sala 19-B, Jardim Paulistano, CEP 01451-001, inscrita no CNPJ/MF sob o nº 55.159.823/0001-56 ("**Companhia**"), renuncio expressamente, em caráter irrevogável e irretratável, ao meu cargo de Diretor sem designação específica.

Outorgo, a essa Companhia e suas acionistas, a mais plena, ampla, geral, irrevogável e irretratável quitação, para nada mais reclamar, receber ou repetir, por mim ou por meus sucessores, seja a que título for, em juízo ou fora dele, hoje ou no futuro.

Ainda, declaro à Companhia nada ter a receber, sob qualquer título ou pretexto, incluindo qualquer tipo de remuneração, seja a que título for, inclusive em relação a salários, remuneração, pro labore, bônus, cooperação, lucros, dividendos e/ou outros relacionados ao exercício de suas funções até a presente data, não subsistindo qualquer responsabilidade da Companhia ou de qualquer um de seus acionistas, nada mais tendo a reclamar ou pleitear, seja a que título for, em juízo ou fora dele, no que se refere ao cargo ao qual ora renuncio, por todo o período em que o ocupei.

São Paulo, 20 de Junho de 2024.

Assinado por GIOVANNI MOTT GALVÃO DE ARRUDA FILHO
CPF: 383.667.128-00
Diretor da Companhia EPR 2 Engenharia S.A.
CNPJ: 55.159.823/0001-56
NIRE: 35300638085

GIOVANNI MOTT GALVÃO DE ARRUDA FILHO

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Signer Events

Giovanni Mott Galvão de Arruda Filho
 Giovannimott@outlook.com
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 Signer CPF: 38366712800

Signature

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

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Electronic Record and Signature Disclosure:
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Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

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Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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