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A Publicly Held Company - CVM Registration 1732-9

MINUTES OF THE 288th MEETING OF THE BOARD OF DIRECTORS OF ENGIE BRASIL ENERGIA S.A.

On the 25th (twenty-fifth) day of the month of February of the year two thousand and twenty-six at 09:00 a.m., in person at the headquarters of the controlling shareholder, ENGIE Brasil Participações Ltda., and through the medium of the Teams platform, pursuant to Paragraph 2, Article 18 of the Corporate Bylaws of Engie Brasil Energia S.A. ("Company"), the following effective members of the Board of Directors of the Company met: Maurício Stolle Bähr, Paulo Jorge Tavares Almirante, Pierre Jean Bernard Guiollot, Rubens José Nascimento, Manoel Eduardo Lima Lopes, Karin Koogan Breitman, Paulo de Resende Salgado, Dirk Achiel Marc Beeuwsaert and Sophie Brigitte Sylviane Angrand Quarrel De Verneuil. In addition to the foregoing members, the following Alternate Directors also participated: Antonio Alberto Gouvêa Vieira, Gustavo Henrique Labanca Novo, Gil de Methodio Maranhão Neto, Pierre Auguste Gratien Leblanc, Raquel da Fonseca Cantarino, Eduardo Antonio Gori Sattamini, Sylvie Marie Vicente ep. Credot and Carlos Alberto Vieira. Maurício Stolle Bähr presided over the work of the meeting with Bruna Krieger de Souza as secretary. Agenda of the Day as published in the convening notice CA-001/2026 of February 20, 2026, is as follows: 1 – **Matters for Resolution**: 1.1 – To approve the 16th (sixteenth) issuance of simple, non-convertible, unsecured debentures of the Company in a single series, for public distribution, under the automatic registration procedure via CVM Resolution 160 of July 13, 2022, as amended ("CVM Resolution 160"); 1.2 – To authorize the Executive Board of the Company and/or its proxies to practice all the acts and sign all the documents and instruments necessary for effecting the resolutions enshrined herein, being able also **(i)** to engage intermediary institutions authorized to operate in the capital markets to be responsible for the management and intermediation of the distribution of the Debentures (as defined below) ("Lead Managers"); **(ii)** to execute all the documents necessary for the Issuance (as defined below), including the Issuance Indenture (as defined below), and its eventual amendments, including the amendment for ratifying the results of the collection procedure of investment intentions and final Remuneration rates (as defined below), of the Debentures (as defined below) ("Bookbuilding Procedure" and "Bookbuilding Amendment"); **(iii)** to execute, jointly with the Lead Managers, the Distribution Plan (as will be defined in the Issuance Indenture); **(iv)** to establish conditions additional to those decided herein necessary or convenient to the Issuance (as defined below); **(v)** to engage the service providers inherent to the Debentures (as defined below), including, but not limited to, the legal advisors, the Fiduciary Agent (as defined below), the institution acting as service provider of book entry services and the settlement bank, the risk classification agency, the Registered Valuer (as defined below), the system for distribution and negotiation

of the Debentures (as defined below) in the primary and secondary market, being to this end, able to negotiate and sign the respective agreements and amendments; 1.3 To approve the contracting of a swap operation(s); and 1.4 – To ratify all the acts already practiced by the Executive Board of the Company and/or by the proxies for effecting the resolutions approved herein. **RESOLUTIONS:** Pursuant to the presentation rendered, document for which is filed at the Company, the Directors resolved unanimously as follows with respect to the agenda of the day: 1. Matter for Resolution: Item 1.1 – Approved: the execution of the 16th (sixteenth) issuance of simple, non-convertible, unsecured debentures, in a single series ("Issuance" and "Debentures", respectively) of the Company, in the amount of R$ 2,000,000,000.00 (two billion reais), to be the object of a public offering for distribution under the automatic registration procedure destined for the professional investor public, pursuant to CVM Resolution 160 ("Offering") of Law 6.385 of December 7, 1976, as amended ("Securities Market Law"), pursuant to Paragraph 1, Article 59, Law 6.404 of December 15, 1976, as amended ("Corporations Law"), Article 2, Paragraph 1-B of Law 12.431 of June 24, 2011, as amended ("Law 12.431") and pursuant to Decree 11.964 of March 26, 2024 ("Decree 11.964"), including for the purposes of classification of the Projects (which shall be detailed in the Issuance Indenture) to be shown in the Issuance Indenture (as defined below) as priorities. The Debentures shall be issued with the following principal characteristics and conditions, which shall be detailed and regulated through the "*Private Indenture Instrument of the 16th(sixteenth) Issuance of Simple, Non-convertible, of the Unsecured Type, in a Single Series, for Public Distribution, under the Automatic Registration Procedure, of Engie Brasil Energia S.A.*" to be executed between the Company and Pentágono S.A. Distribuidora de Títulos e Valores Mobiliários, a financial institution with a branch office in the city of São Paulo, state of São Paulo at Avenida Brigadeiro Faria Lima, 2.954, 10th floor, Suite 101, Bairro Jardim Paulistano, CEP 01.451-000, enrolled in the corporate tax register (CNPJ) under number 17.343.682/0003-08, in the position of fiduciary agent ("Fiduciary Agent") and representative of the community of holders of the Debentures ("Debenture Holders" and "Issuance Indenture", respectively): **1) Deposit for Distribution and Negotiation:** The Debentures shall be deposited for: **(1.a)** public distribution in the primary market through the MDA – Asset Distribution Module, managed and operationalized by B3 S.A. – Brasil, Bolsa, Balcão ("B3"), with distribution being financially settled through B3; and **(1.b)** traded in the secondary market through the intermediary of CETIP21 – Títulos e Valores Mobiliários, managed and operationalized by B3, with trades being financially settled and the Debentures held in custody electronically in B3. Pursuant to Article 86, Item I of CVM Resolution 160, the Debentures may only be traded in the regulated markets and the secondary securities markets: (i) at any time among professional investors so defined pursuant to articles 11 and 13, CVM Resolution 30 of May 11, 2021 as amended ("CVM Resolution 30"); (ii) after the elapse of 3 (three) months from the closing date of the Offering, among qualified investors as defined pursuant to articles 12 and 13 of CVM Resolution 30; and (iii) after the elapse 6 (six) months from the closing date of the Offering, among the investor public in general. Notwithstanding, the obligations set forth in CVM

Resolution 160 and other applicable legal provisions and regulations must be observed; **(2) Allocation of Resources:** The net amounts raised by the Company through the Issuance of the Debentures shall be allocated to the payment of future expenditures and/or reimbursement of expenditures, expenses or debt related to the Projects (as shall be detailed in the Issuance Indenture) occurring in a period equal or less than 48 (forty-eight) months from the closing of the Offering, pursuant to Article 2, paragraphs 1, 1-A and 1-B of Law 12.431, as amended by Law 14.801 of January 9, 2024 ("Law 14.801"), of Decree 11.964 and National Monetary Council Resolution 5.034 of July 21, 2022 ("CMN Resolution 5.034"), as shall be detailed in the Issuance Indenture; **(3) Characterization of the Debentures as Green:** The Debentures shall be characterized as "Green Debentures" based on the Company's commitment in allocating the resources raised with the Debentures to Eligible Projects (as shall be defined in the Issuance Indenture), in alignment with the Company's Green Finance Framework ("Framework"), available in its page on the worldwide web (https://www.engie.com.br/investidores/esg/dividas-verdes/). The characterization of the Framework as green as well as the operations structured within its scope, was confirmed by the specialized independent consultancy engaged by the Company ("Registered Valuer"), through the issuance of a second party opinion ("Independent Opinion" or "SPO"; **(4) Price and Form of Subscription and Paying In:** The Debentures shall be subscribed and paid in at sight, in Brazilian currency, in the act of subscription, at their Unit Par Value (as defined below) on the first paying-in date of the Debentures ("First Paying-in Date"), according to B3's applicable settlement rules. Should any Debenture be paid in on a date different and subsequent to the First Paying-in Date, the paying in shall consider its Unit Par Value or the Restated Unit Par Value (as defined below), plus the Remuneration (as defined below) calculated *pro rata temporis* from the Starting Date of Remuneration (as defined below) to the date of its effective paying in. The Debentures may be subscribed at a premium or discount, pursuant to Article 61, caption sentence and Paragraph 1 of CVM Resolution 160, to be defined by the Lead Managers, in mutual agreement, as the case may be, in the act of subscription of the Debentures, on the understanding that the price of the Offering shall be unique and, therefore, any eventual premium or discount shall be applied equally to the totality of the Debentures paid in on each paying in date, pursuant to Article 61 of CVM Resolution 160; **(5) Total Issuance Value:** The total Issuance value shall be R$ 2,000,000,000.00 (two billion reais) on the Issuance Date (as defined below) (" Issuance Value"); **(6) Number of Series**: The Issuance shall be executed in a single series; **(7) Number of Debentures**: A total of 2,000,000 (two million) Debentures shall be issued; **(8) Unit Par Value:** The unit par value of the Debentures shall be R$ 1,000.00 (one thousand reais) on the Issuance Date (as defined below) ("Unit Par Value"); **(9) Profitability Commencement Date**: For all legal purposes and effects, the profitability commencement date shall be the First Paying-in Date (as defined below) ("Profitability Commencement Data"); **(10) Form, Type and Proof of Ownership:** The Debentures shall be book entry at par, without issuance of warrants or certificates. For all legal purposes, the ownership of the Debentures shall be proven in the statement issued by the institution engaged to act as book entry agent of

the Debentures, and additionally, in relation to the Debentures which shall be held in custody electronically in B3, by the statement issued by B3 in the name of the respective holder of the respective Debenture; **(11) Convertibility:** The Debentures shall be simple, non-convertible into shares the issuance of the Company; **(12) Type:** The Debentures shall be of the unsecured type, pursuant to Article 58, caption sentence of the Corporations Law, bearing no real or personal guarantee or any segregation of the Company's assets as guarantee to the Debenture Holders in the event of necessity of judicial or extra-judicial execution of the Company's liabilities pursuant to the Debentures and the Issuance Indenture, granting no privilege, special or general, to the Debenture Holders; **(13) Issuance Date:** For all purposes and legal effects, the issuance date of the Debentures shall be February 25, 2026 ("Issuance Date"); **(14) Duration and Maturity:** Pursuant to the provision in the Issuance Indenture, the Debentures shall have a tenor of 4,373 (four thousand, three hundred and seventy-three) days, as from the Issuance Date, thus maturing on February 15, 2038 ("Maturity Date"); **(15) Amortization of the Restated Unit Par Value:** Without limitation of the payments arising from eventual early maturity of the obligations under the Debentures, pursuant to the conditions set forth in the Issuance Indenture, early redemption or optional acquisition with the consequent cancellation of the totality of the Debentures, the Restated Unit Par Value (as defined below) of the Debentures shall be amortized in 3 (three) consecutive annual installments, always falling due on day 15 (fifteen) of the month of February of each year, with the first installment due on February 15, 2036 while the final installment shall fall due on the Maturity Date pursuant to the dates and percentages indicated in the table to be set forth in the Issuance Indenture; **(16) Monetary Restatement**: The Unit Par Value of the Debentures or the balance of the Unit Par Value of the Debentures, as the case may be, shall be monetarily restated according to the variation of the accumulated National Amplified Consumer Price Index– IPCA calculated and disclosed by the Instituto Brasileiro de Geografia e Estatística – IBGE ("IPCA"), calculated exponentially and cumulatively *pro rata temporis* according to the number of Business Days as from the Profitability Commencement Date to the Maturity Date, being the product of the Monetary Restatement, automatically incorporated in the Unit Par Value of the Debentures or in the balance of the Unit Par Value of the Debentures, as the case may be ("Monetary Restatement" and "Restated Unit Par Value", respectively), calculated according to the formula to be set forth in the Issuance Indenture*;* **(17) Remuneration**: The Restated Unit Par Value of the Debentures shall bear fixed interest corresponding to the equivalent of the internal rate of return of the IPCA+ Treasury with Semi-annual Interest (new name for the National Treasury Note, Series B – NTN-B) ("Treasury IPCA+"), maturing on May 15, 2037, plus an exponential spread (surcharge) of up to -1.15% (one and fifteen hundredths percent negative) per year, based on 252 (two hundred and fifty-two) Business Days ("Remuneration"). The internal rates of return on the Treasury IPCA+ shall be based on the indicative price disclosed by ANBIMA on its website (www.anbima.com.br), to be calculated according to the price at the close of the Business Day on which the Bookbuilding Procedure is processed. The Remuneration will be calculated exponentially and cumulatively *pro rata temporis* for Business

Days elapsed, from the Profitability Commencement Date or the Debenture Remuneration Payment Date (as defined below) immediately preceding, as the case may be, until the date of its actual payment, calculated according to the formula to be included in the Issuance Indenture; **(18) Payment of the Remuneration**: Without limitation to payments arising from any early maturity of the obligations arising from the Debentures, early redemption, or optional acquisition with the consequent cancellation of all Debentures, under the terms to be provided in the Issuance Indenture, Remuneration shall be paid annually, always on February 15 of each year, with the first payment being made on February 15, 2028, and the last on the Maturity Date of the Debentures, according to the dates provided in the table to be set forth in the Issuance Indenture; **(19) Total Optional Early Redemption**: Subject to the provisions of Article 1, Paragraph 1, item II, of Law 12,431 of CMN Resolution 4,751 and/or other applicable legal and regulatory provisions, the Company may, at its sole discretion and regardless of the consent of the Debenture Holders, in accordance with the provisions of the Issuance Indenture, effect the total optional early redemption of the Debentures, with the consequent cancellation of such Debentures, provided that **(i)** the weighted average term between the Issuance Date and the effective redemption date is greater than four (4) years or other term that may be authorized under the applicable legislation or regulations, whichever is greater; and **(ii)** the Company submits the Extraordinary Report on Allocation of Funds and Impact (as will be defined in the Issuance Indenture), by sending a Notice of Total Optional Early Redemption (as will be defined in the Issuance Indenture) ("Total Optional Early Redemption"). Upon Total Optional Early Redemption, the amount owed by the Company shall be equivalent to the greater between ("Total Optional Early Redemption Amount"): (i) the Restated Unit Par Value of the Debentures, plus the Remuneration, calculated *pro rata temporis*, from the Profitability Commencement Date or the immediately previous Remuneration Payment Date (inclusive), as the case may be, up to the date of the Total Optional Early Redemption (exclusive), plus Default Charges, if any; and (ii) the sum of the present value of the remaining installments to be amortized of the Restated Unit Par Value of the Debentures, plus the Remunerating Interest, using the Base Discount Rate (as will be defined in the Issuance Indenture) as the discount rate, exponentially decreased by the Premium Factor (as will be defined in the Issuance Indenture), calculated according to the formula to be indicated in the Issuance Indenture, and added to the Default Charges and, if the case, any monetary obligations and other additions related to the Debentures, if applicable; **(20) Extraordinary Amortization of the Debentures:** While not expressly authorized by the applicable legislation and/or regulations, the Debentures shall not be subject to extraordinary amortization by the Company. Should such be expressly authorized by the applicable legislation and/or regulations, the Debentures may be amortized extraordinarily by the Company, pursuant to the said applicable legislation and/or regulations and conditions to be established in the Issuance Indenture; **(21) Total Early Redemption Offer:** Pursuant to the provision in Article 1, Paragraph 1, Item II of Law 12.431, CMN Resolution 4.751 and/or the other applicable legal and regulatory provisions, the Company may execute, at its exclusive criterion, subject to the provisions in the Issuance Indenture, an optional

offering for early redemption of the totality of the Debentures with the consequent cancellation of these Debentures, conditional on (i) the weighted average duration of the Debentures between the Issuance Date and the date of the effective date of redemption being more than 4 (four) years or other condition that may be authorized by the applicable legislation or regulations; and (ii) the Company submits the Extraordinary Allocation of Resources and Impact Report (as shall be defined in the Issuance Indenture), which shall be addressed to all the Debenture Holders, without distinction, equality of conditions being assured for all Debenture Holders, to accept the early redemption of the Debentures of which they are holders, pursuant to the terms and conditions set forth in the Issuance Indenture ("Total Early Redemption Offer"). The amount to be paid to the Debenture Holders shall be equivalent to the Restated Unit Par Value of the Debentures to be redeemed, plus (a) the Remuneration, calculated *pro rata temporis* as from the Profitability Commencement Date or the immediately previous Date of Payment of the Remuneration, as the case may be, to the effective date of redemption of the Debentures, the object of the Total Early Redemption Offer and other charges due and not paid up to the date of the Total Early Redemption Offer, and (b) if applicable, of the redemption premium indicated in the Notice of an Total Early Redemption Offer; **(22) Optional Acquisition:** Following the elapse of 2 (two) years as from the Issuance Date (or a lesser duration when authorized by the applicable legislation or regulations), and pursuant to Item II, Paragraph 1, Article 1 of Law Lei 12.431, CVM Resolution 160, CVM Resolution 77 of March 29, 2022, and other applicable regulations of the CVM, the Company, at its exclusive discretion, pursuant to the provision in Article 55, Paragraph 3 of the Corporations Law and also subject to the acceptance of the selling Debenture Holder, may acquire Debentures for an amount equal or less than the Restated Unit Par Value, such an event to be included in the management report and the financial statements of the Company, or for an amount higher than the Restated Unit Par Value, conditional on adherence to the rules established by the CVM ("Optional Acquisition"). The Debentures acquired by the Company pursuant to the Optional Acquisition Clause to be included in the Issuance Indenture, at the criterion of the Company, may be held in treasury or again be placed back in the market. The Debentures acquired by the Company for holding in treasury pursuant to the conditions of the Optional Acquisition Clause, to be set forth in the Issuance Indenture if and when returned to the market, shall be entitled to the same Remuneration applicable to the remaining Debentures. The Debentures acquired by the Company pursuant to the Optional Acquisition Clause to be set forth in the Issuance Indenture, may be canceled, provided the from to be regulated by the CMN, pursuant to the provisions of Article 1, Paragraph 1, Item II, of Law 12,431, contingent that, on the date of execution of the Issuance Indenture, such cancellation is not permitted by Law 12,431; **(23) Penalty and Default Charges:** Without limitations on the Remuneration of the Debentures, in the event of a delay in payment of any amount due by the Company to the Debenture Holders, the delayed debits shall be subject to an individual and non-compensating late payment penalty of 2% (two per cent) and a delayed interest charge of 1% (one percent) per month, calculated *pro rata temporis*, both calculated based on the delayed amounts from

the date of delinquency until the date of effective payment, regardless of notice, notification or judicial or extrajudicial interpellation ("Default Charges"); **(24) Early Maturity:** The Debentures may be deemed to have fallen due early should any of the events to be established in the Issuance Indenture occur; **(25) Tax Treatment:** The Debentures shall be subject to the tax treatment pursuant to Article 2 of Law 12.431; **(26) Risk Classification:** Fitch Ratings Brasil Ltda ("Risk Classification Agency") shall be engaged as the agency for risk classification of the Debentures. During the entire duration of the Debentures, the Company shall: (a) for each calendar year, maintain the contracted Risk Classification Agency for the annual updating of the risk classification (rating) of the Debentures; and (b) give ample disclosure of this risk classification to the market. In the event of replacement, the procedure set forth in the Issuance Indenture must be observed, the agency that replaces the Risk Classification Agency to be denominated as the Risk Classification Agency; **(27) Possibility of Dismemberment:** Dismemberment shall not be permitted, pursuant to Article 59, Item IX of the Corporations Law; and **(28) Other Characteristics:** The remaining characteristics of the Debentures, of the Issuance and the Offering shall be described in the Issuance Indenture, in the Distribution Agreement to be executed with the Lead Managers and in the other documents pertaining to the Offering and to the Issuance; Item 1.2 – The Company's Executive Board is authorized to practice all acts and execute all documents and instruments necessary to effect the resolutions enshrined herein, including **(i)** the engagement of one or more intermediating institutions authorized to operate in the capital markets to be responsible for the coordination and intermediation of the distribution of the Debentures; **(ii)** to execute all the documents necessary for the Issuance, including the Issuance Indenture, and their eventual amendments including the Bookbuilding Amendment; **(iii)** to prepare, together with the Lead Managers, the Debenture Distribution Plan; **(iv)** to establish conditions additional to those decided herein, necessary or convenient to the Issuance**; (v)** to engage service providers inherent to the Debentures, including, without limitation, legal advisors, the Fiduciary Agent, the book entry services institution and the settlement bank, the Risk Classification Agency, the Registered Valuer, the Debentures distribution and negotiation system in the primary and secondary market, for this purpose, able to negotiate and sign the respective agreements and their amendments; Item 1.3 – Approved the engagement of swap operation(s) linked to the Debentures indexed to the IPCA; and Item 1.4 – Ratified on this date, any and all acts hitherto adopted and any and all documents hitherto signed by the Company's Executive Board and/or its proxies for the implementation of the Issuance and the Offering. **CONCLUSION:** The floor being put to the directors present and with no further manifestation additional to the discussions in relation to the matters on the Agenda of the Day, the time and themes deliberated at this meeting being monitored by myself, the secretary, pursuant to the Time and Themes Monitoring Report, document for which shall be filed at the headquarters of the Company, the President declared the work of the meeting concluded, requesting that these minutes be drafted by myself as secretary and that after having been read and found in conformity, signed by the members of

the Board of Directors present, including the President and by myself as secretary through the digital signature platform.

Rio de Janeiro/RJ, February 25, 2026.

Maurício Stolle Bähr
Chairman of the Board of Directors and Chair

Bruna Krieger de Souza
Secretary

Paulo Jorge Tavares Almirante
Director

Pierre Jean Bernard Guiollot
Director

Karin Koogan Breitman
Director

Dirk Achiel Marc Beeuwsaert
Director

Rubens José Nascimento
Director

Manoel Eduardo Lima Lopes
Director

Paulo de Resende Salgado
Director

Sophie Brigitte S. A. Q. De Verneuil
Director