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A Publicly Held Company - CVM Registration 1732-9

MINUTES OF THE TWO HUNDRED AND FIFTY-EIGHTH MEETING OF THE BOARD OF DIRECTORS OF ENGIE BRASIL ENERGIA S.A.

On the 4th (fourth) day of the month of June in the year two thousand and twenty-four at 9:00 a.m., in person, at the headquarters of the controlling shareholder, ENGIE Brasil Participações Ltda., and, through the Teams platform pursuant to Paragraph 2, Article 18 of the Corporate Bylaws of the Company ("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, given that the director, Sophie Brigitte Sylviane Angrand Quarrel De Verneuil, present at the meeting, has still to receive authority for the exercising of the position, her respective alternate, Felisa Del Carmen Ros. In addition to the forgoing names, also participating were the alternate directors Raquel da Fonseca Cantarino, Antonio Alberto Gouvêa Vieira, Gil de Methodio Maranhão Neto, Manoel Arlindo Zaroni Torres, Gustavo Henrique Labanca Novo and Carlos Alberto Vieira. Maurício Stolle Bähr presided over the work of the day and as secretary, Bruna Krieger de Souza. The Agenda of the Day as established in convening notice CA-006/2024 of May 28, 2024 is as follows: 1 – Matters for Resolution: 1.1 – To approve the 12th (twelfth) issuance of simple, non-convertible debentures, of the unsecured type, in up to 4 (four) series, of the Company, for public distribution, according to the automatic registration ritual, 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 acts and sign all the documents and instruments necessary to effect the resolutions enshrined herein, also being permitted to **(i)** contract one or more authorized intermediating institutions to operate in the capital markets, being responsible for the management and intermediation of the distribution of the Debentures; (**ii)** execute all the documents necessary for the Issuance, including the Issuance Indenture, and its eventual amendments, including the amendment to reflect the result of the Bookbuilding Procedure; **(iii)** prepare the Distribution Plan jointly with the Managers; **(iv)** establish conditions additional to those herein deemed necessary or convenient to the Issuance; **(v)** engage service providers inherent to the requirements of the Debentures, including but not limited to, legal advisors, Fiduciary Agent, the institution for rendering services of book entry and settlement bank, credit risk rating agency, the system of distribution and negotiation of the Debentures in the primary and secondary market pursuant to the applicable timeframe for negotiation in a secondary market, permitting for this purpose the negotiation and signature of the respective agreements and their amendments; 1.3 – To ratify all the acts already practiced by the Company's Management and/or by the proxies to effect the resolutions approved herein; 1.4 – To approve the alteration of the Company's Investments and Derivatives Policy; and 1.5 – To approve the contracting of a swap operation. – RESOLUTIONS: Pursuant to the presentation made, the document for which is filed with the Company, the Directors unanimously resolved as

follows according to the order of the day: 1. Matter for Resolution: Item 1.1 – Approved: the execution of the 12th (twelfth) issuance of simple, non-convertible debentures, of the unsecured type, in up to 4 (four) series ("Issuance" and "Debentures", respectively) of the Company, in the amount of up to R$ 2,000,000,000.00 (two billion Reais), being: (i) R$1,500,000,000.00 (one billion, five hundred million Reais) within the scope of the Incentivized Debentures (as defined below); and (ii) up to R$500,000,000.00 (five hundred million Reais) within the scope of the Institutional Debentures (as defined below), contingent on the possibility of a Partial Distribution as set out in the Issuance Indenture), which shall be the object of a public offering, according to the automatic registration ritual, aimed at the professional investing public, pursuant to CVM Resolution 160 ("Offering"), to Law 6.385 of December 7, 1976, as amended ("Securities Market Law"), according to Paragraph 1, Article 59 of 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 according to relevant classificatory ordinances issued by the Ministry of Mines and Energy ("MME"), to be detailed in the Issuance Indenture (as defined below), which approved the Projects as priorities. The Debentures shall be issued with the following characteristics and principal conditions which shall be detailed and regulated through the "*Private Deed Agreement of the 12th (Twelfth) Issuance of Simple, Non-convertible Debentures of the Unsecured Type in Up to 4 (Four) Series, for Public Distribution according to the Automatic Registration Ritual, 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 headquarters in the city of Rio de Janeiro, state of Rio de Janeiro at Avenida das Américas, 4.200, Block 08, rooms 302, 303 and 304, Barra da Tijuca, CEP 22640-102, enrolled in the taxpayers register (CNPJ) under number 17.343.682/0001-38, in the quality of fiduciary agent ("Fiduciary Agent") and representative of the 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, ("MDA") managed and operated by B3, with the distribution being financially settled through B3 S.A. – Brasil, Bolsa, Balcão – Balcão ("B3"), and **(1.b)** traded in the secondary market through the intermediary of CETIP21 – Títulos e Valores Mobiliários ("CETIP21"), managed and operated by B3, with trades being financially settled and the Debentures held in custody electronically at B3. Pursuant to Article 86, item I of CVM Resolution CVM 160, the Debentures may only be traded in the regulated securities markets: (i) at any time between professional investors as defined pursuant to articles 11 and 13 of CVM Resolution 30 of May 11, 2021, as amended ("CVM Resolution 30" and "Professional Investors", respectively); (ii) following the elapse of 3 (three) months as from the date of conclusion of the Offering, between qualified investors, thus defined under articles 12 and 13 of CVM Resolution 30 ("Qualified Investors"); and (iii) following the elapse of 6 (six) months as from the conclusion date of the Offering, among the investing public in general. Notwithstanding, the obligations set forth in CVM Resolution 160 and other legal provisions and applicable regulations shall be observed; **(2) Allocation of the Resources:** The net resources raised by the Company through the Issuance of Incentivized Debentures shall be allocated to the payment of future expenditures or reimbursements of expenditures, expenses or debts relating to the Projects

as shown in detail in the Issuance Indenture which occurred in a period equal or less than 24 (twenty-four) months as from the conclusion of the Offering. The Project was deemed as a priority by the MME, pursuant to Article 2 Law 12.431, Decree 11.964 of March 26, 2024 ("Decree 11.964") and to National Monetary Council Resolution 5.034 of July 21, 2022 ("CMN Resolution 5.034"), pursuant to the Ordinances (as defined in the Issuance Indenture) and details included in the Issuance Indenture. Still under the validity of Decree 8.874 of December 11, 2016 ("Decree 8.874"), the Projects were also classified as priority under the same Ordinances. The characteristics of the Projects as well as all the necessary information pursuant to CMN Resolution 5.034, are described in the Issuance Indenture and in the uses and sources tables presented to the MME by the Company. The net resources raised by the Company through the Issuance of the Institutional Debentures shall be allocated to the formation of working capital for financing the implementation of the Company's business plan; **(3) Procedure for Collection of Investment Intentions:** The placement of the Debentures shall be executed in accordance with the procedures of B3 and with the distribution plan prepared pursuant to Article 49 of CVM Resolution 160 and the "*Agreement for the Management and Public Distribution under the Mixed Regime of Firm Guarantee and Best Placement Efforts of the 12th (Twelfth) Issuance of Simple, Non-Convertible Debentures, of the Unsecured Type in up to 4 (Four) Series, of Engie Brasil Energia S.A.*" ("Distribution Agreement" and "Distribution Plan", respectively). The intermediating institutions, parties to the securities distribution system, responsible for the distribution of the Debentures ("Managers") shall organize the procedure for collection of investment intentions in order to (i) define the final rate of Remuneration (as defined below) of the Incentivized Debentures; (ii) define the number of Issuance series of the Debentures; (iii) define the quantity and final volume of the issuance of the Debentures in each series in accordance with verified demand, ensuring that (a) the Incentivized Debentures shall comply with the Communicating Vessels System (as defined below); and (b) the items (ii) and (iii) shall be defined in common accord between the Managers and the Company ("Bookbuilding Procedure"); **(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 ("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 Restated Unit Par Value (as defined below), as the case may be, plus Remuneration, 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 with a premium or discount, pursuant to Article 61, caption sentence and Paragraph 1 of CMN Resolution 160, to be decided at the exclusive criterion of the Managers, in common accord, as the case may be, in the act of subscription of the Debentures, the price of the Offering to be unique and, therefore, any eventual premium or discount applied equally to the total Debentures of each paid in series on each paying in date, pursuant to Article 61 of CVM Resolution 160; **(5) Total Issuance Value:** The total Issuance value shall be up to R$ 2,000,000,000.00 (two billion Reais), on the Issuance Data (as defined below) ("Issuance Value"), being: **(5.i)** R$1,500,000,000.00 (one billion and five hundred million Reais) within the scope of the Incentivized Debentures; and **(5.ii)** R$500,000,000.00 (five hundred million Reais) within the scope

of the Institutional Debentures. Partial distribution of the Institutional Debentures shall be permitted pursuant to articles 73 and 74 of CMN Resolution 160, conditional on the placement of at least, R$1,500,000,000.00 (one billion, five hundred million Reais) ("Minimum Amount"). Should the Minimum Amount be reached and the totality of the Debentures not be distributed by the end of the term for placement of the Debentures, the Institutional Debentures not placed with the Professional Investors within the scope of the Offering, shall be canceled by the Company, pursuant to the terms and conditions set forth in the Issuance Indenture ("Partial Distribution"); **(6) Number of Series:** The Issuance shall be executed in up to 4 (four) series (each one, a "Series"), being the Debentures to be distributed within the scope of the 1st (first) series hereinafter denominated "Debentures of the First Series", the Debentures to be distributed within the scope of the 2nd (second) series, hereinafter denominated "Debentures of the Second Series", the Debentures to be distributed within the scope of the 3rd (third) series hereinafter denominated "Debentures of the Third Series", the forgoing series jointly hereinafter denominated "Incentivized Debentures", the Debentures to be distributed within the scope of the 4th (fourth) Series, hereinafter denominated "Debentures of the Fourth Series" or "Institutional Debentures", all references to Debentures to be understood as references jointly to Incentivized Debentures and Institutional Debentures. The existence of each series and the quantity of Incentivized Debentures allocated in each series of the Issuance shall be decided within the scope of the Bookbuilding Procedure (as defined in the Issuance Indenture), with the provison that the allocation of the Incentivized Debentures between the series of the Incentivized Debentures and the allocation of the Institutional Debentures between the series of the Institutional Debentures shall occur pursuant to the communication vessels system whereby the quantity of Incentivized Debentures of a series shall be subtracted from the total quantity of Incentivized Debentures ("Communicating Vessels System"). Any one of the series of Incentivized Debentures may not be issued, in which case, the totality of the Incentivized Debentures shall be allocated to the remaining series, contingent on the terms to be agreed at the end of the Bookbuilding Procedure, a situation where the Incentivized Debentures eventually allocated to the unissued series shall automatically be cancelled and shall not produce any effect. In addition, in the light of the regime of best efforts, the Institutional Debentures may not be issued, in which case the Institutional Debentures shall be automatically cancelled and shall not produce any effect whatsoever; **(7) Number of Debentures:** Initially 2,000,000 (two million) Debentures are to be issued in up to 4 (four) series, being: **(7.i)** 1,500,000 (one million, five hundred thousand) Incentivized Debentures; and **(7.ii)** 500,000 (five hundred thousand) Institutional Debentures, contingent on the possibility of Partial Distribution and cancellation of the Institutional Debentures which were not the object of placement during the period of distribution. The number of Debentures to be allocated in each series shall be defined within the scope of the Bookbuilding Procedure*;* **(8) Unit Par Value:** The unit par value of the Debentures shall be R$1,000,00 (one thousand Reais) on the Issuance Date ("Unit Par Value"); **(9) Starting Date of Remuneration**: For all legal purposes and effects, the Starting Date of Remuneration shall be the First Paying In Date ("Starting Date of Remuneration"); **(10) Form, Type and Proof of Ownership:** The Debentures shall be book entry and nominative, without the issue of warrants or certificates. For all legal purposes, the ownership of the Debentures shall be verified by the statement provided by the Book

Entry Agent and additionally, in relation to the Debentures which have been held in custody electronically at 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 in to 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, carrying no real or personal guarantee or any segregation of the Company's property as guarantee to the Debenture Holders in the event of a necessity for judicial or extra-judicial execution of the Company's obligations arising from the Debentures and the Issuance Indenture, and not conferring any privilege, whether special or general, to the Debenture Holders; **(13): Issuance Date:** For all legal purposes and effects, the issuance date of the Debentures shall be the date set forth in the Issuance Indenture ("Issuance Date"); **(14) Duration and Maturity Date:** With respect to the provision in the Issuance Indenture, (i) the Debentures of the First Series shall have a duration of five (5) years and 2 (two) months as from the Issuance Date, maturing therefore on the date set forth in Issuance Indenture ("Maturity Date of the Debentures of the First Series"); (ii) the Debentures of the Second Series shall have a duration of 10 (ten) years as from the Issuance Date, maturing therefore on the date set forth in the Issuance Indenture ("Maturity Date of the Debentures of the Second Series"); (iii) Debentures of the Third Series shall have a duration of 15 (fifteen) years as from the Issuance Date, maturing therefore on the date set forth in the Issuance Indenture ("Maturity Date of the Debentures of the Third Series"); (iv) the Institutional Debentures shall have a 2 (two) year maturity as from Issuance Date, maturing therefore on the date set forth in the Issuance Indenture ("Maturity Date of the Debentures of the Fourth Series" and, when jointly with the Maturity Date of the Debentures of the First Series, the Maturity Date of the Debentures of the Second Series and the Maturity Date of the Debentures of the Third Series, the "Maturity Dates"); **(15.1) Amortization of the Unit Par Value of the Debentures of the First Series:** Without limitations of the payments arising from eventual early maturity of the obligations of the Debentures of the First Series, pursuant to the Issuance Indenture, or early redemption, the Unit Par Value of the Debentures of the First Series shall be amortized in a single installment on the Maturity Date of the Debentures of the First Series; **(15.2) Amortization of the Unit Par Value of the Debentures of the Second Series**: Without limitations on payments arising from eventual early maturity of the obligations of the Debentures of the Second Series, pursuant to the Issuance Indenture, or early redemption, the Restated Unit Par Value of the Debentures of the Second Series shall be amortized in 3 (three) annual and consecutive installments, always due on 15th (fifteenth) of June of each year, the first installment to come due on the date set forth in the Issuance Indenture, and the remaining installments on each one of the respective dates of amortization of the Debentures of the Second Series, in accordance with the dates indicated and percentages set forth in the table described in the Issuance Indenture; **(15.3) Amortization of the Unit Par Value of the Debentures of the Third Series**: Without limitations on payments arising from eventual early maturity of the obligations of the Debentures of the Third Series, pursuant to the Issuance Indenture, or early redemption, the Restated Unit Par Value of the Debentures of the Third Series shall be amortized in 3 (three) annual and consecutive installments, always due on 15th (fifteenth) of June of each year, the first installment to come due on the date set forth in the Issuance Indenture, and the

remaining installments on each one of the respective dates of amortization of the Debentures of the Third Series, in accordance with the dates indicated and percentages set forth in the table described in the Issuance Indenture; **(15.4) Amortization of the Unit Par Value of the Debentures of the Fourth Series:** Without limitations on payments arising from eventual early maturity of the obligations arising from the Debentures of the Fourth Series, pursuant to the terms set forth in the Issuance Indenture, or early redemption, the Unit Par Value of the Debentures of the Fourth Series shall be amortized in a single installment on the Maturity Date of the Debentures of the Fourth Series; **(16) Monetary Restatement of the Debentures:** The Unit Par Value of the Debentures of the First Series and the Unit Par Value of the Institutional Debentures or the balance of the Unit Par Value of the Institutional Debentures, as the case may be, shall not be monetarily restated. The Unit Par Value of the Debentures of the Second Series and the Unit Par Value of the Debentures of the Third Series or the balance of the Unit Par Value of the Debentures da Segunda Série and the balance of the Unit Par Value of the Debentures of the Third Series, as the case may be, shall be restated monetarily at the accumulated variation of the Amplified National Consumer Price Index – IPCA verified and published by the Federal Government Statistics Office – IBGE ("IPCA"), calculated exponentially and cumulatively *pro rata temporis* for the number of Business Days since the Starting Date of Remuneration until their respective Maturity Dates, the product of the Monetary Restatement being automatically incorporated in the Unit Par Value of the Debentures of the Second Series and the Unit Par Value of the Debentures of the Third Series or to the balance of the Unit Par Value of the Debentures of the Second Series and to the balance of the Unit Par Value of the Debentures of the Third Series, as the case may be ("Monetary Restatement" and "Restated Unit Par Value", respectively), calculated according to the formula and conditions described in the Issuance Indenture; **(17.1) Remuneration of the Debentures of the First Series**: Prefixed remunerating interest shall be paid on the Unit Par Value of the Debentures of the First Series corresponding to a certain annual percentage, to be decided according to the Bookbuilding Procedure, corresponding and limited to what is the greater between: (1) remunerating interest corresponding to the respective DI Rate, according to the closing quotation on the day of the execution of the Bookbuilding Procedure based on 252 (two hundred and fifty-two) Business Days, published by B3 in its page on the Internet (https://www.b3.com.br/pt_br/market-data-e-indices/servicos-de-dados/market-data/cotacoes/cotacoes/), corresponding to the future contract maturing on January 2, 2029 (DI1 - F29) exponentially increased by a spread (premium) corresponding to 0.10% (ten hundredths of one percent) per year, based on 252 (two hundred and fifty-two) Business Days; and (2) 11.05% (eleven integers and five hundredths of one percent) per year, based on 252 (two hundred and fifty-two) Business Days ("Remuneration of the Debentures of the First Series"). The Remuneration of the Debentures of the First Series shall be calculated exponentially and cumulatively *pro rata temporis* according to the number of elapsed Business Days as from the Starting Date of Remuneration or the immediately prior Payment Date of the Remuneration of the Debentures of the First Series, as the case may be, until the date of their effective payment according to the formula and conditions described in the Issuance Indenture; **(17.2) Remuneration of the Debentures of the Second Series**: Prefixed remunerating interest shall be paid on the Restated Unit Par Value of the Debentures of the

Second Series corresponding to a given annual percentage, to be decided according to the Bookbuilding Procedure, corresponding and limited to what is the greater between: (1) the equivalent of the internal rate of return of the Treasury IPCA+ security with Semi-Annual Interest ("Treasury IPCA+"), maturing on May 15, 2033 increased exponentially by a spread of 0.15% (fifteen hundredths of one per cent) annually; and (2) 6.00% (six percent) annually, based on 252 (two hundred and fifty-two) Business Days ("Remuneration of the Debentures of the Second Series"). The internal rates of return of the Treasury IPCA+ shall be based on the indicative quotation published by ANBIMA in its internet page (http://www.anbima.com.br), to be verified on the date of the execution of the Bookbuilding Procedure. The Remuneration of the Debentures of the Second Series shall be calculated exponentially and cumulatively *pro rata temporis* according to the number of elapsed Business Days as from the Starting Date of Remuneration or the immediately prior Payment Date of the Remuneration of the Debentures of the Second Series, as the case may be, until the date of their effective payment according to the formula described in the Issuance Indenture; **(17.3) Remuneration of the Debentures of the Third Series**: Prefixed remunerating interest shall be paid on the Restated Unit Par Value of the Debentures of the Third Series corresponding to a given annual percentage, to be decided according to the Bookbuilding Procedure, corresponding and limited to what is the greater between: (1) the equivalent to the internal rate of return of the Treasury IPCA+ security, maturing on May 15, 2035, increased exponentially with a spread of 0.20% (twenty hundredths of one percent) annually; and (2) 6.00% (six percent) annually, based on 252 (two hundred and fifty-two) Business Days ("Remuneration of the Debentures of the Third Series "). The internal rates of return of the Treasury IPCA+ security shall be based on the indicative quotation published by ANBIMA in its internet page (http://www.anbima.com.br), to be verified on the date of the execution of the Bookbuilding Procedure. The Remuneration of the Debentures of the Third Series shall be calculated exponentially and cumulatively *pro rata temporis* according to the number of elapsed Business Days as from the Starting Date of Remuneration or the immediately prior Payment Date of the Remuneration of the Debentures of the Third Series, as the case may be, until the date of their effective payment according to the formula described in the Issuance Indenture; **(17.4) Remuneration of the Debentures of the Fourth Series**. Remunerating interest shall be paid on the Unit Par Value of the Debentures of the Fourth Series (or the balance of the Unit Par Value of the Debentures of the Fourth Series, as the case may be) corresponding to 100% (one hundred percent) of the accumulated variation of the average daily rates of the Interbank Deposits – DI for one day, over extra-group ("DI rate"), expressed as an annual percentage, based on 252 (two hundred and fifty-two) Business Days, calculated and published daily by B3, in the daily information bulletin available from its internet page (www.b3.com.br), increased exponentially with a spread (premium) of 0.55% (fifty-five hundredths of one percent) based on 252 (two hundred and fifty-two) Business Days ("Remuneration of the Debentures of the Fourth Series" and, when jointly with the remuneration of the Debentures of the First Series, the Remuneration of the Debentures of the Second Series and the Remuneration of the Debentures of the Third Series, the "Remuneration"). The Remuneration of the Debentures of the Fourth Series shall be calculated exponentially and cumulatively *pro rata temporis* on the elapsed Business Days, according to the Unit Par Value of the Debentures of the Fourth Series

(or on the balance of the Unit Par Value of the Debentures of the Fourth Series, as the case may be), from the Starting Date of Remuneration to the date of its effective payment. The Remuneration of the Debentures of the Fourth Series shall be calculated according to the formula set forth in the Issuance Indenture; **(18.1) Payment of the Remuneration of the Debentures of the First Series**: Without limitation of the payments due to an eventual early maturity of the obligations under the Debentures of the First Series or early redemption as set forth in the Issuance Indenture, the Remuneration of the Debentures of the First Series shall be paid on each one of dates set forth in the Issuance Indenture ("Payment Date of the Remuneration of the Debentures of the First Series"). Those entitled to the payment of Remuneration of the Debentures of the First Series shall be those Debenture Holders of the Debentures of the First Series at the end of the Business Day immediately prior to the respective payment date. **(18.2) Payment of the Remuneration of the Debentures of the Second Series**: Without limitation of payments due to an eventual early maturity of the Debentures of the Second Series or early redemption as set forth in the Issuance Indenture, the Remuneration of the Debentures of the Second Series shall be paid annually, always on the 15th (fifteenth) of the month of June of each year, the first payment being due on the date set forth in the Issuance Indenture and the last on the Maturity Date of the Debentures of the Second Series ("Payment Date of the Remuneration of the Debentures of the Second Series"). Those entitled to the payment of Remuneration of the Debentures of the Second Series are those who are Debenture Holders of the Debentures of the Second Series at the end of the Business Day immediately prior to the respective payment date; **(18.3) Payment of the Remuneration of the Debentures of the Third Series:** Without limitation of payments due to an eventual early maturity of the Debentures of the Third Series or early redemption as set forth in the Issuance Indenture, the Remuneration of the Debentures of the Third Series shall be paid annually always on the 15th (fifteenth) of the month of June of each year, the first payment being due on the date set forth in the Issuance Indenture and the last on the Maturity Date of the Debentures of the Third Series ("Payment Date of the Remuneration of the Debentures of the Third Series"). Those entitled to the payment of Remuneration of the Debentures of the Third Series are those who are Debenture Holders of the Debentures of the Third Series at the end of the Business Day immediately prior to the respective payment date; **(18.4) Payment of the Remuneration of the Debentures of the Fourth Series:** Without limitation of payments due to an eventual early maturity of the Debentures of the Fourth Series or early redemption as set forth in the Issuance Indenture, the Remuneration of the Debentures of the Fourth Series shall be made in a bullet payment on the Maturity Date of the Debentures of the Fourth Series ("Payment Date of the Remuneration of the Debentures of the Fourth Series") and when jointly with the Payment Date of the Remuneration of the Debentures of the First Series, the Payment Date of the Remuneration of the Debentures of the Second Series and the Payment Date of the Remuneration of the Debentures of the Third Series, the "Payment Date of the Remuneration"). Those entitled to the payment of the Remuneration of the Debentures of the Fourth Series are those who are Debenture Holders of the Debentures of the Fourth Series at the end of the Business Day immediately prior to the respective payment date; **(19.1) Total Early Optional Redemption of the Debentures of the First Series:** Pursuant to the provision in Article 1, Paragraph 1, item II of Law 12.431, of CMN Resolution 4.751 and/or other legal provisions

and applicable regulations, the Company may, at its exclusive discretion, execute the total early optional redemption of the Debentures of the First Series, with the corresponding cancellation of such Debentures of the First Series, conditional on the average weighted duration between the Issuance Date and the effective redemption date being greater than 4 (four) years or other criterion that may be authorized by the legislation or applicable regulations, whichever is greater, at its exclusive discretion and independent of the agreement of the Debenture Holders, through an announcement of the Total Early Optional Redemption of the Debentures of the First Series ("Total Early Optional Redemption of the Debentures of the First Series"). On the occasion of the Total Early Optional Redemption of the Debentures of the First Series, the amount due from the Company shall be equivalent to the greater between ("The Value of the Total Early Optional Redemption of the Debentures of the First Series"): (i) the Unit Par Value of the Debentures of the First Series, increased: (1) by the Remuneration of the Debentures of the First Series, calculated *pro rata temporis*, from the first Paying In Date or the last Payment Date of the Remuneration of the Debentures of the First Series, as the case may be, until the effective redemption date (exclusive); and (2) the Late Payment Charges (as defined below), if any; or (ii) the present value of the sum of the remaining values of payment of amortization of the Unit Par Value of the Debentures of the First Series and the Remuneration of the Debentures of the First Series, using as a discount rate the DI Rate for 252 (two hundred and fifty-two) Business Days based on the adjustment (interpolation) of the Pre x DI curve, published by B3 in its internet page[1], corresponding to the vertex with the number of calendar days closest to the remaining duration of the Debentures of the First Series, to be determined at the close of the Business Day immediately preceding the date of the Total Early Optional Redemption of the Debentures of the First Series, calculated in accordance with the formula described in the Issuance Indenture, and added to the Late Payment Charges; **(19.2) Total Early Optional Redemption of the Debentures of the Second Series:** Pursuant to the provision in Article 1, Paragraph 1, item II of Law 12.431, of the CMN Resolution 4.751 and/or other legal provisions and applicable regulations, the Company may, at its exclusive discretion, execute the total early optional redemption of the Debentures of the Second Series, with the corresponding cancellation of such Debentures of the Second Series, conditional on the average weighted duration between the Issuance Date and the effective redemption date being greater than 4 (four) years or other criterion that may be authorized by the legislation or applicable regulations, whichever is greater, at its exclusive discretion and independent of the agreement of the Debenture Holders, through an announcement of Total Early Optional Redemption of the Debentures of the Second Series ("Total Early Optional Redemption of the Debentures of the Second Series"). On the occasion of the Total Early Optional Redemption of the Debentures of the Second Series, the value due by the Company shall be the equivalent of the greater between ("Value of the Total Early Optional Redemption of the Debentures of the Second Series"): (i) the Restated Unit Par Value of the Debentures of the Second Series, increased by the Remuneration of the Debentures of the Second Series, calculated *pro rata temporis*, from the Starting

[1] https://www.b3.com.br/pt_br/market-data-e-indices/servicos-de-dados/marketdata/consultas/mercado-de-derivativos/precos-referenciais/taxas-referenciais-bm-fbovespa/

Date of the Remuneration or the immediately prior Payment Date of the Remuneration of the Debentures of the Second Series (inclusive), as the case may be, up to the Total Early Optional Redemption of the Debentures of the Second Series (exclusive), and (ii) the restated present value (according to factor "C" of the formula set forth in the Issuance Indenture) of the remaining installments of payment of amortization of the Restated Unit Par Value of the Debentures of the Second Series and of the Remuneration of the Debentures of the Second Series, as the case may be, using as a discount rate the internal rate of return of the IPCA+ Treasury security with semi-annual interest (NTN-B), with a duration closest to the remaining duration of the Debentures of the Second Series, as the case may be, on the date of the Total Early Optional Redemption of the Debentures of the Second Series, using the indicative quotation published by ANBIMA in its website (http://www.anbima.com.br) verified on the second Business Day immediately preceding the date of the Total Early Optional Redemption of the Debentures of the Second Series. calculated in accordance with the formula of the Issuance Indenture; increased by (a) Late Payment Charges, if any; and (b) any pecuniary obligations and other accruals relating to the Debentures of the Second Series; **(19.3) Total Early Optional Redemption of the Debentures of the Third Series:** Pursuant to the provision in Article 1, Paragraph 1, item II of Law 12.431, of CMN Resolution 4.751 and/or other legal provisions and applicable regulations, the Company may, at its exclusive discretion, execute the total early optional redemption of the Debentures of the Third Series, with the corresponding cancellation of such Debentures of the Third Series, conditional on the average weighted duration between the Issuance Date and the effective redemption date being greater than 4 (four) years or other criterion that may be authorized by the legislation or applicable regulations, whichever is greater, at its exclusive discretion and independent of the agreement of the Debenture Holders, through the issue of an announcement of the Total Early Optional Redemption of the Debentures of the Third Series ("Total Early Optional Redemption of the Debentures of the Third Series" and, when jointly with the Total Early Optional Redemption of the Debentures of the First Series and the Total Early Optional Redemption of the Debentures of the Second Series, the "Total Early Optional Redemption"). On the occasion of the Total Early Optional Redemption of the Debentures of the Third Series, the value due by the Company shall be the equivalent of the greater between ("Value of the Total Early Optional Redemption of the Debentures of the Third Series"): (i) the Restated Unit Par Value of the Debentures of the Third Series, increased by the Remuneration of the Debentures of the Third Series, calculated *pro rata temporis*, from the Starting Date of the Remuneration or the immediately prior Payment Date of the Remuneration of the Debentures of the Third Series (inclusive), as the case may be, up to the Date of the Total Early Optional Redemption of the Debentures of the Third Series (exclusive), and (ii) the restated present value (according to factor "C" of the formula set forth in the Issuance Indenture) of the remaining installments to be amortized of the Restated Unit Par Value of the Debentures of the Third Series and of the Remuneration of the Debentures of the Third Series, as the case may be, using as discount rate the internal rate of return of the IPCA+ Treasury security with semi-annual interest (NTN-B), with a duration closest to the remaining duration of the Debentures of the Third Series, as the case may be, on the date of the Total Early Optional Redemption of the Debentures of the Third Series, using the indicative quotation published by ANBIMA in its page on

the internet (http://www.anbima.com.br) verified on the second Business Day immediately preceding the date of the Total Early Optional Redemption of the Debentures of the Third Series, calculated in accordance with formula described in the Issuance Indenture; increased by (a) Late Payment Charges, if any; and (b) any pecuniary obligations and other accruals relating to the Debentures of the Third Series; **(19.4) Total Early Optional Redemption of the Debentures of the Fourth Series:** The Debentures of the Fourth Series shall not be eligible to early optional redemption on the part of the Company; **(20.1) Extraordinary Amortization of the Incentivized Debentures:** Until not expressly authorized by the applicable legislation and/or regulations, the Incentivized Debentures shall not be subject to extraordinary amortization by the Company. Should such a procedure eventually be expressly authorized by the applicable legislation and/or regulations, the Incentivized Debentures may be extraordinarily amortized by the Company, subject to the terms of said applicable legislation and/or regulations and the conditions set forth in the Total Early Optional Redemption Clause provided for in the Issuance Indenture; **(20.2) Extraordinary Amortization of the Institutional Debentures:** The Debentures of the Fourth Series shall not be subject to extraordinary amortization on the part of the Company; **(21) Total Early Redemption Offering:** Pursuant to the provision in Article 1, Paragraph 1, Item II of Law 12.431 of CMN Resolution 4.751 with respect to the Incentivized Debentures and/or the remaining provisions and applicable regulations, the Company may execute, at its exclusive criterion, an optional offering for early redemption of the totality of the Debentures with the consequent cancellation of these Debentures, conditional in relation to the Incentivized Debentures, on the weighted average duration between the Issuance Date and the date of the effective redemption being more than 4 (four) years or other condition that may be authorized by the legislation or applicable regulations, which shall be addressed to all the Debenture Holders of a respective series of the Incentivized Debentures, without distinction, equality of conditions being assured to all the Debenture Holders of the respective series, in order to accept the early redemption of the Incentivized Debentures of which they are holders pursuant to the terms and conditions set forth in the Issuance Indenture ("Early Redemption Offering"). The value to be paid to the Debenture Holders shall be equivalent to the Unit Par Value or to the Restated Unit Par Value, as the case may be, of the Debentures to be redeemed, plus **(a)** the Remuneration, calculated *pro rata temporis* as from the Starting Date of the Remuneration, or the preceding payment date of the Remuneration, as the case may be, until the effective redemption date of the Debentures, the object of the Early Redemption Offering and other charges due and not paid by the date of the Early Redemption Offering, and **(b)** if applicable, the redemption premium indicated in the Early Redemption Offering announcement; **(22) Optional Acquisition:** Following the elapse of 2 (two) years from the Issuance Date (or lesser duration which may eventually be authorized by the legislation or applicable regulation) with respect to the Incentivized Debentures and at any time with relation to the Institutional Debentures, and pursuant to the provision in II of Paragraph 1, Article 1 of Law 12.431 in CVM Resolution 160, CVM Resolution 77 of March 29, 2022, and other applicable regulations of the CVM, the Company may, at its exclusive criterion, pursuant to the provision in Article 55, Paragraph 3 of the Corporations Law and additionally, conditioned to the acceptance of the selling Debenture Holder, acquire Debentures for an amount equal or less than the Unit Par Value or Restated

Unit Par Value, as the case may be, such an occurrence to be included in the Company's management report and the financial statements, or for an amount higher than the Unit Par Value or Restated Unit Par Value, as the case may be, conditional on the rules established by the CVM. The Debentures acquired by the Company pursuant to the Optional Acquisition Clause, at the discretion of the Company, may remain as treasury stock or be again placed in the market. The Debentures acquired by the Company for holding as treasury stock pursuant to the Optional Acquisition Clause, if and when returned for placement in the market, shall be entitled to the same Remuneration applicable to the other Debentures. Debentures acquired by the Company under the terms of the Optional Acquisition Clause may be canceled, it being understood that in the case of Incentivized Debentures the form to be regulated by the CMN must be observed, in accordance with the provisions of Article 1, Paragraph 1, Item II, of Law 12.431, observing that, on the date of execution of the Deed of Issue, the said cancellation is not permitted by Law 12.431; **(23) Fine and Late Payment Charges** Without loss of 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 a late payment fine, individual and non-compensatory, of 2% (two percent) and delayed interest of 1% (one percent) per month, calculated *pro rata temporis*, both calculated on the amounts in default as from the date of delinquency to the effective payment date, regardless of notice, notification or judicial or extrajudicial interpellation ("Late Payment Charges"); **(24) Early Maturity:** Pursuant to the terms to be defined in the Issuance Indenture, the Debentures may be considered due in advance should any of the situations set forth in the Issuance Indenture occur; **(25) Tax Treatment:** The Incentivized Debentures shall be subject to the tax treatment set forth in Article 2 of Law 12.431; **(26) Risk Rating:** Fitch Ratings Brasil Ltda ("Risk Rating Agency") shall be engaged as credit risk rating agency for the Debentures. Throughout the term of the Debentures, the Company shall: (a) retain the Risk Rating Agency to update the risk classification (rating) of the Debentures each calendar year; and (b) make such risk classification widely disclosed to the market. In the event of substitution, the procedure set out in Clause 7.1, Paragraph (m) of the Issuance Indenture shall be observed, and the agency that replaces the Risk Rating Agency shall be referred to as the Risk Rating Agency; **(27) Possibility of Subdivision**. Subdivision is not permitted, pursuant to Article 59, Item IX, of the Corporations Law; and **(28) Remaining characteristics:** The remaining characteristics of the Debentures, Issuance and Offering shall be described in the Issuance Indenture, in the Distribution Agreement to be signed with the Managers and the remaining documents pertinent to the Offering and the Issuance; Item 1.2 – The Executive Board of the Company is hereby authorized to practice all acts and sign all documents and instruments necessary to effect the resolutions enshrined herein, including **(i)** engaging one or more intermediating institutions authorized to operate in the capital markets to be responsible for the management 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 amendment to reflect the result of the Bookbuilding Procedure; **(iii)** to prepare jointly with the Managers, the Distribution Plan; **(iv)** establish additional conditions herein to those decided as necessary or convenient to the Issuance; **(v)** to engage the service providers inherent to the Debentures, including without limitation, legal

advisors, the Fiduciary Agent, the institution providing book entry services and settlement bank services, risk rating agency, the system of distribution and negotiation of the Debentures in the primary and secondary market, with special reference to the timeframe applicable for the negotiation in a secondary market, for this purpose, being able to negotiate and sign the respecting agreements and their amendments; Item 1.3 – As of this date, all and any acts adopted and all and any documents to the present signed by the Management of the Company and/or by its proxies for the implementation of the Issuance and the Offering are hereby ratified; Item 1.4 – Approved the alteration of the Company's Investments and Derivatives Policy; and Item 1.5-Approved the contracting of a swap operation, in accordance with the characteristics presented, for substitution of the prefixed flow of the Series 1 of the 12th Issuance of Debentures of Engie Brasil Energia by a flow indexed to CDI + Spread. CONCLUSION: the floor being given 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, be signed by the members of the Board of Directors present, including the Chair and by myself as secretary through the digital signature platform.

Rio de Janeiro/RJ, June 04, 2024.

Maurício Stolle Bähr
Chairman of the Board 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

Felisa Del Carmen Ros
Alternate Director