ENGIE BRASIL ENERGIA S.A
CNPJ 02.474.103/0001-19 – NIRE 4230002438-4
A Publicly Held Company - CVM Registration 1732-9

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

On the 3rd (third) day of the month of July of the year two thousand and twenty-six, at 6:00 p.m. through the medium of the electronic mail system, pursuant to Paragraph 2 of Article 18 of the Corporate Bylaws of the Company ("Company"), the effective members of the Board of Directors met as follows: Maurício Stolle Bähr, Paulo Jorge Tavares Almirante, Pierre Jean Bernard Guiollot, Karin Koogan Breitman, Paulo Mauricio Mantuano de Lima, Manoel Eduardo Lima Lopes, Gil de Methodio Maranhão Neto, Carlos Alberto Vieira and Sophie Brigitte Sylviane Angrand Quarré De Verneuil. The meeting was chaired by Maurício Stolle Bähr and, as secretary, Lara Nunes de Alencar. The Agenda of the Day, contained in convening notice CA-009/2026 of June 30, 2026, is as follows: **1 –** Matters for Resolution: **1.1 –** To approve the 17th (seventeenth) issuance of simple, non-convertible, unsecured debentures of the Company in 2 (two) series, for public distribution, under the automatic registration procedure via Resolution 160 of the Securities and Exchange Commission 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, also being able to **(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) ("Managers"); **(ii)** to execute all documents necessary for the Issuance (as defined below), including the Issuance Indenture (as defined below), the Distribution Agreement (as defined below), and their eventual amendments, including the amendment to reflect the result of the Bookbuilding Procedure (as defined below), where applicable; **(iii)** to prepare, jointly with the Managers, the Distribution Plan (as shall be defined in the Distribution Agreement); **(iv)** to establish additional conditions to those herein resolved 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 advisor, the Fiduciary Agent (as defined below), the institution acting as service provider of book entry services and the settlement bank, 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 their amendments; and **1.3 –** To ratify all acts already practiced by the Company's Executive Board and/or proxies for the effecting of resolutions approved herein; **RESOLUTIONS:** Initially the Chair thanked the presence of all and beginning the work of the meeting, placed in discussion and voting the items on the Agenda of the Day. It was recorded that the Director Manoel Eduardo Lima Lopes had presented a manifestation of his favorable vote in writing, containing recommendations to the Company, which will be examined in due course. Following clarifications provided on the matters, the directors resolved unanimously as follows with respect to the agenda of the day: **1** – Matters for Resolution: **1.1 –** Pursuant to the presentation rendered, the document for which is filed with the Company, approval was given for the execution of the 17th (seventeenth) issuance of simple, non-convertible, unsecured debentures, in 2 (two) series ("Issuance" and "Debentures", respectively) of the Company, in the amount of R$ 700,000,000.00 (seven hundred million reais), with the possibility of Partial Distribution (as defined below) 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, pursuant to Paragraph 1, Article 59, Law 6.404 of December 15, 1976, as amended ("Brazilian Corporate Law"),. 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 17th (seventeenth) Issuance of Simple, Non-convertible, Unsecured Debentures, of the Unsecured Type, in 2 (two) 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 "CETIP21", 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 of 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 the Resources**: The resources raised by the Company through the paying in of the Debentures shall be allocated to recomposing working capital and to finance the implementation of the Company's business plan; **(3) Procedure for Collecting Investment Intentions:** The placement of the Debentures shall be executed in accordance with the procedures of B3 and with the Distribution Plan (as shall be defined in the Distribution Agreement). The Managers shall organize the procedure for collecting investment intentions and verifying the demand for the Debentures in order to allocate the orders received from the Professional Investors, to be executed on a discretionary basis by the Managers, taking into consideration their relations with investors and other considerations of a commercial or strategic nature of the Managers and the Company ("Bookbuilding Procedure"). The result of the Bookbuilding Procedure shall be disclosed, pursuant to Article 13 of CVM Resolution 160, in up to 1 (one) Business Day following the execution of the 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 Nominal Unit Value (as defined below) on the first paying-in date of the Debentures ("First Paying-in Date"), according to B3's applicable rules for settlement. Should any Debenture of a given series be paid in on a date different and subsequent to the First Paying-in Date of the respective Series, the paying-in shall consider its Nominal Unit Value (as defined below), plus the Remuneration (as defined below) calculated *pro rata temporis* from the Starting Date of Remuneration of the respective Series (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 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 of each Series shall be unique and, therefore, any eventual premium or discount shall be applied equally to the totality of the Debentures of any one Series paid in on each paying-in date, pursuant to Article 61 of CVM Resolution 160: **(5) Partial Distribution**: Partial Distribution of the Second Series (as defined below) shall be permitted, pursuant to articles 73 and 74 of CVM Resolution 160, conditional on the placement of at least, R$ 100,000,000.00 (one hundred million Reais) ("Minimum Amount"). Should the Minimum Amount be reached and the Debentures of the Second Series not distributed in their totality up to the final date for placement of the Debentures of the Second Series, the Debentures of the Second Series not placed with Professional Investors in the context of the Offering, pursuant to the Distribution Agreement shall be cancelled by the Company, pursuant to the terms and conditions set forth in the Issuance Indenture ("Partial Distribution"). In the event of Partial Distribution, the quantity of Debentures of the Second Series and, consequently, the total value and quantity of the Debentures of the Second Series, shall be reduced proportionally, with the consequent cancellation of the Debentures of the Second Series not subscribed and paid in, to be formalized through an amendment to the Issuance Indenture, without the need for prior approval from the Debenture Holders and/or any additional corporate approval from the

Company; **(6) Total Issuance Value**: The total value of the Issuance shall be up to R$ 700.000,000.00 (seven hundred million Reais), on the Issuance Date (as defined below), being **(i)** R$ 200,000,000.00 (two hundred million Reais) corresponding to the Debentures of the First Series (as defined below) and **(ii)** up to R$ 500,000,000.00 (five hundred million Reais) corresponding to the Debentures of the Second Series (as defined below), with the proviso of the possibility of Partial Distribution and cancelation of the Debentures of the Second Series (as defined below) which were not subject to placement during the period of distribution; **(7) Number of Series**: The Issuance shall be executed in 2 (two) series (each one, a "Series"), the Debentures to be distributed in the context of the 1st (first) Series, hereafter denominated the "Debentures of the First Series" and the Debentures to be distributed in the context of the 2nd (second) Series hereafter denominated "Debentures of the Second Series"); **(8) Number of Debentures**: Up to 700,000 (seven hundred thousand) Debentures in 2 (two) Series, being **(i)** 200,000 (two hundred thousand) Debentures of the First Series ("Debentures of the First Series"); and **(ii)** up to 500,000 (five hundred thousand) Debentures of the Second Series ("Debentures of the Second Series"), subject to the possibility of Partial Distribution and cancellation of the Debentures of the Second Series and not placed during the period of distribution; **(9) Nominal Unit Value**: The Nominal Unit Value of the Debentures shall be R$ 1,000,00 (one thousand Reais) as of the Issuance Date (as defined below) ("Nominal Unit Value"); **(10) Date of Remuneration Commencement**: For all legal purposes and effects, the remuneration commencement date shall be the First Paying-in Date (as defined below) of the Debentures ("Remuneration Commencement Date"); **(11) Form, Type and Proof of Ownership:** The Debentures shall be book entry and nominative, without issuance of warrants or certificates. For all legal purposes, the ownership of the Debentures shall be proven by 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; **(12) Convertibility**: The Debentures shall be simple, non-convertible into shares issued by the Company; **(13) Type:** The Debentures shall be of the unsecured type, pursuant to Article 58, caption sentence of the Brazilian Corporate 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; **(14) Issuance Date**: For all legal purposes, the date of issuance of the Debentures shall be July 15, 2026 ("Issuance Date"); **(15) Term and Maturity Date**: Subject to the provisions of the Issuance Indenture, **(i)** the Debentures of the First Series shall have a term of 62 (sixty-two) days from the Issuance Date, and shall therefore mature on September 15, 2026 ("Maturity Date of the Debentures of the First Series"); and **(ii)** Debentures of the Second Series shall have a maturity of 2 (two) years from the Issuance Date, and shall therefore mature on July 15, 2028 ("Maturity Date of the Debentures of the Second Series"); **(16) Amortization of the Nominal Unit Value**: **(i)** Amortization of the Nominal Unit Value of the Debentures of the First Series. Without prejudice to payments arising from any early maturity of the obligations under the Debentures of the First Series, early redemption, or optional purchase with the consequent cancellation of all Debentures of the First Series, pursuant to the terms to be set forth in the Issuance Indenture, the Nominal Unit 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 ; **(ii)** Amortization of the Nominal Unit Value of the Debentures of the Second Series. Without prejudice to payments arising from any early maturity of the obligations under the Debentures of the Second Series, early redemption, or optional acquisition resulting in the cancellation of all the Debentures of the Second Series Debentures, under the terms to be set forth in the Issuance Indenture, the Nominal Unit Value of the Debentures of the Second Series shall be amortized in one (1) single installment on the Maturity Date of the Debentures of the Second Series; **(17) Monetary Restatement**: The Nominal Unit Value of the Debentures shall not be restated monetarily; **(18) Remuneration**: **(i)** Remuneration of the Debentures of the First Series. Remuneration shall accrue on the Nominal Unit Value of the Debenture of the First Series at a rate corresponding to the cumulative variation of 100% (one hundred percent) of the average daily DI rates - Interbank Deposits for one day, "*over extra-group*"- expressed as an annual percentage rate, based on 252 (two hundred fifty-two) Business Days, calculated and disclosed daily by B3 in the daily bulletin available on its website (www.b3.com.br) ("DI Rate"),

plus a *spread* (surcharge) of 0.10% (ten hundredths of a percent) per year, based on 252 (two hundred fifty-two) Business Days ("Remuneration of the Debentures of the First Series"). Remuneration on the Debentures of the First Series shall be calculated on an exponential and cumulative *pro rata temporis* basis for elapsed Business Days, applied to the Nominal Unit Value of the Debentures of the First Series, from the respective Remuneration Commencement Date, until the Payment Date for the Remuneration on the Debentures of the First Series (as defined below), in this case, the payment date resulting from a declaration of early maturity due to an Early Maturity Event (as defined in the Issuance Indenture) or the date of any Total Early Optional Redemption of the Debentures of the First Series (as defined below) or Optional Acquisition (as defined below) of the Debentures of the First Series, whichever occurs first, calculated in accordance with the formula to be set forth in the Issuance Indenture; **(ii)** Remuneration on the Debentures of the Second Series. Remuneration shall accrue on the Nominal Unit Value of the Debentures of the Second Series at a rate corresponding to the cumulative change of 100% (one hundred percent) in the DI Rate, plus a spread (surcharge) of 0.35% (thirty-five hundredths of a percent) per year, based on 252 (two hundred fifty-two) Business Days ("Remuneration on the Debentures of the Second Series" and, when taken together with the Remuneration on the Debentures of the First Series, the "Remuneration"). The Remuneration of the Debentures of the Second Series shall be calculated on an exponential and cumulative *pro rata temporis* basis for elapsed Business Days, applied to the Nominal Unit Value of the Debentures of Second Series, from the Remuneration Commencement Date through the Payment Date of the Remuneration for the Debentures of the Second Series (as defined below), the payment date resulting from a declaration of early maturity due to an Early Maturity Event (as defined in the Issuance Indenture), or the date of any Total Early Optional Redemption of the Debentures of Second Series (as defined below) or Optional Acquisition (as defined below) of the Debentures of the Second Series, whichever occurs first, calculated in accordance with the formula to be set forth in the Issuance Indenture; **(19) Payment of Remuneration**: **(i)** Payment of Remuneration on the Debentures of the First Series. Without prejudice to payments arising from any early maturity of the obligations under the Debentures of the First Series, early redemption, or optional purchase resulting in the cancellation of all Debentures of the First Series, pursuant to the terms to be set forth in the Issuance Indenture, the Remuneration on the Debentures of the First Series shall be paid on the Maturity Date of the Debentures of the First Series ("Payment Date for Remuneration on the Debentures of the First Series"). Holders of the Debentures of the First Series at the end of the Business Day immediately preceding the respective payment date shall be entitled to payment of the Remuneration on the Debentures of the First Series; **(ii)** Payment of Remuneration on the Debentures of the Second Series. Without prejudice to payments arising from any early maturity of the obligations under the Debentures of the Second Series, early redemption, or optional purchase with the consequent cancellation of all Debentures of the Second Series, pursuant to the terms to be set forth in the Issuance Indenture, the Remuneration on the Debentures of the Second Series shall be paid on the Maturity Date of the Debentures of the Second Series ("Payment Date for Remuneration on the Debentures of the Second Series"). Holders of the Debentures of the Second Series as of the end of the Business Day immediately preceding the respective payment date shall be entitled to payment of Remuneration on the Debentures of the Second Series; **(20) Total Early Optional Redemption**: Total Early Optional Redemption of the Debentures of the First Series. The Company may, at any time and at its sole discretion, and regardless of the consent of the Holders of the Debentures of the First Series, subject to the provisions of the Issuance Indenture, effect the total early optional redemption of the Debentures of the First Series with the consequent cancellation of such Debentures of the First Series, by sending a Notice of Total Early Optional Redemption of the Debentures of First Series (as defined in the Issuance Indenture ("Total Early Optional Redemption of the Debentures of the First Series"). Upon the Total Early Optional Redemption of the Debentures of the First Series, the amount due by the Company shall be equal to the Nominal Unit Value of the Debentures of the First Series to be redeemed, plus the Remuneration on the Debentures of the First Series, calculated *pro rata temporis* from and including the Remuneration Commencement Date, up to, but excluding, the date of the effective Total Early Optional Redemption of the Debentures of the First Series and any other charges due and unpaid as of the date of the Total Early Optional Redemption of the Debentures of the First Series; **(ii)** Total Early Optional Redemption of the Debentures of the Second Series. The Company may execute, at any time and at its sole discretion,

and regardless of the consent of the Holders of the Debentures of the Second Series, subject to the provisions of the Issuance Indenture, the total early optional redemption of the Debentures of the Second Series, with the consequent cancellation of such Debentures of the Second Series, by sending a Notice of Total Early Optional Redemption of the Debentures of the Second Series (as defined in the Issuance Indenture) ("Total Early Optional Redemption of the Debentures of the Second Series"). Upon the Total Early Optional Redemption of the Debentures of the Second Series, the amount due by the Company shall be equal to the Nominal Unit Value of the Debentures of the Second Series to be redeemed, plus the Remuneration on the Debentures of the Second Series, calculated *pro rata temporis* from and including the Remuneration Commencement Date, up to, but excluding, the date of the effective Total Early Optional Redemption of the Debentures of the Second Series, and any other charges due and unpaid as of the date of the Total Early Optional Redemption of the Debentures of the Second Series; **(21) Extraordinary Amortization of the Debentures**: The Debentures shall not be subject to extraordinary amortization by the Company; **(22) Optional Acquisition**: The Company may, at any time and at its sole discretion, subject to the consent of the respective selling debenture holder, acquire debentures on the secondary market, in accordance with the provisions of Article 55, Paragraph 3, of the Brazilian Corporate Law and CVM Resolution 77, dated March 29, 2022, provided that it complies with any rules issued by the CVM; such acquisition must, if required by applicable laws and regulations, be disclosed in the Company's management report and financial statements ("Optional Acquisition"). The Debentures acquired by the Company pursuant to the Optional Redemption Clause to be provided for in the Issuance Indenture may, at the Company's discretion, be held in treasury, reoffered on the market, or canceled. Debentures acquired by the Company to be held in treasury pursuant to the Optional Acquisition Clause to be provided for in the Issuance Indenture if and when reoffered on the market, shall be entitled to the same Remuneration applicable to the other Debentures; **(23) Penalty and Late Payment Charges**: Without prejudice to the Remuneration on the Debentures, in the event of a delay in the payment of any amount owed by the Company to the Debenture Holders, the overdue amounts shall be subject to a late payment penalty - which is separate and non-compensatory - of 2% (two percent) and late payment interest of 1% (one percent) per month, calculated *pro rata temporis*, both calculated on the amounts in arrears from the date of default until the date of actual payment, regardless of any warning, notice, or judicial or extrajudicial demand; **(24) Early Maturity**: The Debentures may become due and payable early upon the occurrence of any of the events triggering early maturity to be defined in the Issuance Indenture; **(25) Credit Rating**: No agency shall be engaged to assign a credit rating to the Debentures; **(26) Possibility of Splitting**: Splitting will not be permitted, pursuant to Article 59, item IX, of the Brazilian Corporate Law; and **(27) 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 Managers and in the other documents pertaining to the Offering and to the Issuance; Item 1.2 – The Company's Executive Board and/or its proxies are 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 the Distribution Agreement, and their eventual amendments; **(iii)** to prepare, jointly with the Managers, the Debenture Distribution Plan as defined in the Distribution Agreement); **(iv)** to establish conditions additional to those resolved 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 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; and Item 1.3 – 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, these minutes were drafted and being found in conformity, approved and shall be signed digitally by the participating members of the Board of

Directors, including the Chair, and by the secretary through the intermediation of the digital signature platform.

Rio de Janeiro/RJ, July 3, 2026.

Maurício Stolle Bähr
Chairman of the Board and Chair

Lara Nunes de Alencar
Secretary

Paulo Jorge Tavares Almirante
Director

Paulo Mauricio Mantuano de Lima
Director

Karin Koogan Breitman
Director

Pierre Jean Bernard Guiollot
Director

Sophie Brigitte S. A. Q. De Verneuil
Director

Gil de Methodio Maranhão Neto
Director

Manoel Eduardo Lima Lopes
Director

Carlos Alberto Vieira
Director