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A Publicly Held Company - CVM Registration 1732-9

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

On the 20th (twentieth) day of the month of February in the year two thousand and twenty-five at 1:30 p.m., in person, at the headquarters of the controlling shareholder, ENGIE 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, Rubens José Nascimento, Manoel Eduardo Lima Lopes, Karin Koogan Breitman, Paulo de Resende Salgado, Dirk Achiel Marc Beeuwsaert, Sophie Brigitte Sylviane Andrand, and, in the light of the absence of Paulo Jorge Tavares Almirante and Pierre Jean Bernard Guiollot, their respective alternates Sylvie Marie Vicente ep. Credot and Pierre Auguste Gratien Leblanc. In addition to the aforementioned, the following alternate directors also participated: Antonio Alberto Gouvêa Vieira, Gustavo Henrique Labanca Novo, Carlos Alberto Vieira, Raquel da Fonseca Cantarino, Felisa Del Carmen Ros, Gil de Methodio Maranhão Neto and Manoel Arlindo Zaroni Torres; Waltamir Barreiros, President of the Fiscal Council, Carla Carvalho de Carvalho, member of the Audit Committee, and the Chief Executive Officer, Eduardo Antonio Gori Sattamini. Maurício Stolle Bähr presided over the work of the day and as secretary, Bruna Krieger de Souza. Agenda of the Day as established in convening notice CA-003/2025 of February 17, 2025 is as follows: 1- Matters for Resolution: Item 1.1 – To approve the 14th (fourteenth) simple, non-convertible debenture issuance, of the unsecured type in two series, of the Company, 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 execute all the documents and instruments necessary for effecting the resolutions enshrined herein, including, being able **(i)** to engage one or more intermediary institutions authorized to operate in the capital markets to be responsible for the management and intermediation of the distribution of the Debentures ("Managers"); **(ii)** to execute all the documents necessary for the Issuance, including the Issuance Indenture and its eventual amendments, including the amendment for the ratification of the result of the collection of investment intentions ("Bookbuilding Procedure") and the final rates of Remuneration (as defined below) of the Debentures (as defined below) ("Bookbuilding Amendment"); **(iii)** prepare the Distribution Plan, jointly with the Managers; **(iv)** 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, including, albeit not limited to, the legal advisors, the Fiduciary Agent, the institution acting as service provider of book entry services and the settlement bank, the risk classification agency, the system for distribution and negotiation of the Debentures in the primary and secondary market, pursuant

to the applicable duration for negotiation in the secondary market, this end being able, to negotiate and sign the respective agreements and amendments; and 1.3 – 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 with respect to the agenda of the day as follows: 1. Matter for Resolution: Item 1.1 – Approved the execution of the 14th (fourteenth) issuance of simple, non-convertible debentures, of the unsecured type, in two 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 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 pursuant to Decree 11.964 of March 26, 2024 ("Decree 11.964"), including for the purposes of classification of the Projects to be shown in detail 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 14th (Fourteenth) Issuance of Simple, Non-convertible Debentures, of the Unsecured Type, in 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 and 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 ("MDA"), 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 transactions being financially settled and the Debentures held in custody electronically at B3. Pursuant to Article 86, Item I of CVM Resolution 160, the Debentures may only be traded in the regulated securities markets: (i) at any time between professional investors, thus 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) after the elapse of 3 (three) months as from the closing date of the Offering, between qualified investors, as defined pursuant to articles 12 and 13 of CVM Resolution 30 ("Qualified Investors"); and (iii) after the elapse of 6 (six) months as from the closing date of the Offering, among the investing public in general. However,

regardless of the foregoing, the obligations set forth in CVM Resolution 160 and the other applicable legal and regulatory provisions shall 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 detailed in the Issuance Indenture) occurring in a period equal or less than 36 (thirty-six) 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 the Resolution of the National Monetary Council 5.034 of July 21, 2022 ("CMN Resolution 5.034"), as shall be detailed in the Issuance Indenture; **(3) 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 ("First Paying-in Date"), according to B3's applicable rules for settlement. Should any Debenture be paid in on a date different and subsequent to the First Paying-in Date, the paying in shall consider its Nominal Unit Value or the Restated Nominal Unit Value of the respective series, as the case may be, plus the Remuneration of the respective series, 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 CVM Resolution 160, to be decided in common accord among the Managers, if the case, 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 extensive equally to the totality of the Debentures of the same series paid in on each paying-in date, pursuant to Article 61 of CVM Resolution 160; **(4) Total Issuance Value:** The total value of the Issuance shall be R$ 2,000,000,000.00 (two billion reais) on the Issuance Date (as defined below) ("Issuance Value"), being: (a) R$ 1,000,000,000.00 (one billion Reais) within the scope of the Debentures of the First Series (as defined below); and (b) R$ 1.000.000.000,00 (one billion Reais) within the scope of the Debentures of the Second Series (as defined below); **(5) Number of Series:** The issuance shall be executed in 2 (two) 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" and the Debentures to be distributed within the scope of the 2nd (second) series, hereinafter denominated "Debentures of the Second Series", given that all references to the Debentures shall be understood as references to the Debentures of the First Series and to the Debentures of the Second Series jointly; **(6) Number of Debentures:** A total of 2,000,000 (two million) Debentures shall be issued, in 2 (two) series, being (a) 1,000,000 (one million) of Debentures of the First Series; and (b) 1,000,000 (one million) of Debentures of the Second Series; **(7) Unit Par Value:** The unit par value of the Debentures shall be R$ 1,000.00 (one thousand Reais), as of the Issuance Date ("Unit Par Value"); **(8) Starting Date of Remuneration**: For all legal purposes and effects, the starting date of remuneration shall be the First Paying In Date (as defined below) ("Starting Date of the Remuneration"); **(9) Form, Type and Evidence 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 evidenced 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 at B3, by the statement issued by B3 in the name of the respective holder of the respective Debenture; **(10) Convertibility:** The Debentures shall be simple, non-convertible into shares, the issuance of the Company; **(11) 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 for judicial or extra-judicial execution of the Company's obligations pursuant to the Debentures and the Issuance Indenture, and not granting any privilege, special or general, to the Debenture Holders; **(12) Issuance Date:** For all purposes and legal effects, the issuance date of the Debentures shall be February 20, 2025 ("Issuance Date"); **(13) Duration and Maturity:** Pursuant to what shall be set forth in the Issuance Indenture, the Debentures of the First Series and the Debentures of the Second Series shall have a duration of 2,520 (two thousand, five hundred and twenty) days, as from the Issuance Date, maturing therefore on January 15, 2032 ("Maturity Date"); **(14) Amortization of the Unit Par Value of the Debentures of the First Series**. Without limitation of the payments arising from eventual early maturity of the obligations under the Debentures of the First Series, pursuant to the terms set forth in the Issuance Indenture or early redemption, the Unit Par Value of the Debentures of the First Series or the balance of the Unit Par Value of the Debentures of the First Series, as the case may be, shall be amortized in 2 (two) consecutive annual installments, due always on day 15 (fifteen) of the month of January of each year, being that the first installment shall fall due on January 15, 2031 and the final installment on the Maturity Date; **(15) Amortization of the Unit Par Value of the Debentures of the Second Series**. Without limitation of the payments arising from eventual early maturity of the obligations under the Debentures of the Second Series, pursuant to the terms set forth in the Issuance Indenture or early redemption, the Restated Unit Par Value of the Debentures of the Second Series shall be amortized in 2 (two) consecutive annual installments, due always on day 15 (fifteen) of the month of January of each year, with the first installment due on January 15, 2031 while the final installment shall fall due on the Maturity Date; **(16) Monetary Restatement of the Debentures of the First Series:** The Unit Par Value of the Debentures of the First Series or the balance of the Unit Par Value of the Debentures of the First Series, as the case may be, shall not be restated monetarily; **(17) Monetary Restatement of the Debentures of the Second Series**. The Unit Par Value of the Debentures of the Second Series or the balance of the Unit Par Value of the Debentures of the Second Series, as the case may be, shall be restated monetarily according to the accumulated variation of the 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

Starting Date of the Remuneration until its respective Maturity Date, the product of the Monetary Restatement being automatically incorporated in Unit Par Value of the Debentures of the Second Series or the balance of the Unit Par Value of the Debentures of the Second Series, as the case may be ("Monetary Restatement" and the "Restated Unit Par Value", respectively), calculated according to the formula to be set forth in the Issuance Indenture; **(18) Remuneration of the Debentures of the First Series:** On the Unit Par Value of the Debentures of the First Series or the balance of the Unit Par Value of the Debentures of the First Series, as the case may be, shall be applied prefixed remunerating interest corresponding to a given annual percentage, to be defined on the date of the Bookbuilding Procedure, corresponding to 100% (one hundred percent) of the accumulated variation of the daily average rates of the Interbank Deposits - DI for one day, "over extra-group" ("DI Rate"), according to the quotation of the daily adjustment of the date of execution of the Bookbuilding Procedure, based on 252 (two hundred and fifty-two) Business Days, as published by B3 on its Internet page (https://www.b3.com.br/pt_br/market-data-e-indices/servicos-de-dados/market-data/hitorico/derivativos/ajustes-do-pregao/), corresponding to the future contract maturing January 02, 2032 (DI1-F32), adding exponentially a spread corresponding to an annual -0.22% (a negative twenty-two hundredths percent) on the basis of 252 (two hundred and fifty-two days) 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 Business Days which have elapsed since the Starting Date of the Remuneration or the Payment Date of the Remuneration of the Debentures of the First Series (as defined below) immediately prior, as the case may be, until its effective payment; **(19) Remuneration of the Debentures of the Second Series:** On the Unit Par Value of the Debentures of the Second Series shall apply prefixed remunerating interest corresponding to the equivalent of the internal rate of return of the Treasury IPCA+ with Semi-annual Interest ("Treasury IPCA+"), maturing August 15, 2032, adding exponentially a spread corresponding to an annual -0.17% (a negative seventeen hundredths percent) on the basis of 252 (two hundred and fifty-two days) Business Days ("Remuneration of the Debentures of the Second Series") and when jointly with the Remuneration of the Debentures of the First Series, the "Remuneration"). The internal rates of return of the Treasury IPCA+ shall be based on the indicative quotation disclosed by ANBIMA in its page on the Internet (http://www.anbima.com.br), to be calculated according to the closing quotation for One Business Day of the date of 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 Business Days elapsed since the Starting Date of the Remuneration or the immediately prior Payment Date of the Remuneration of the Debentures of the Second Series (as defined below), as the case may be, until its effective payment; **(20) Payment of the Remuneration of the Debentures**: Without limitation of the payments due to an eventual early maturity of the obligations under the Debentures or early redemption as set forth in the Issuance

Indenture, the Remuneration of the Debentures of the First Series and the Remuneration of the Debentures of the Second Series shall be paid annually, on each one of the dates to be set forth in the Issuance Indenture, the first payment being on January 15, 2027 and the last on the Maturity Date ("Payment Date of the Remuneration of the Debentures of the First Series" and "Payment Date of the Remuneration of the Debentures of the Second Series", respectively, and when jointly "Payment Date of the Remuneration"). Those Debenture Holders of each Series at the end of the business day immediately prior to the respective payment date shall be entitled to the payment of the Remuneration of the Debentures of the First Series and the Remuneration of the Debentures of the Second Series; **(21) Early Total 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 the CMN Resolution 4.751 and/or other legal provisions and applicable regulations, the Company may, at its exclusive discretion, execute the early total optional redemption of the Debentures of the First Series, with the consequent cancellation of the said 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 applicable legislation or regulations, whichever is the greater, at its exclusive discretion and independently of the agreement of the Debenture Holders, through the dispatch of a notification of Early Total Optional Redemption of the Debentures of the First Series ("Early Total Optional Redemption of the Debentures of the First Series"). In the event of the Early Total Optional Redemption of the Debentures of the First Series, the amount due from the Company shall be the equivalent to the greater between ("Value of an Early Total Optional Redemption of Debentures of the First Series"): (i) the Unit Par Value or the balance of the Unit Par Value of the Debentures of the First Series, as the case may be, increased by: (1) the Remuneration of the Debentures of the First Series, calculated, pro rata temporis, as from the first Paying-in Date or immediately prior Date of Payment of the Remuneration of the Debentures of the First Series (inclusive), as the case may be, until the effective redemption date (exclusive); and (2) of the Default Charges (as defined below), if any; or (ii) the present value of the sum of the remaining values of amortization payment of the Unit Par Value or balance of the Unit Par Value of the Debentures of the First Series and of 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 Pré x DI curve, to be published by B3 on its Internet page, corresponding to the vertex with number of days closest to the remaining duration of the Debentures of the First Series, to be calculated at the close of the Business Day immediately prior to the Early Total Optional Redemption of the Debentures of the First Series, increased exponentially at a rate corresponding to -0.32% (a negative thirty-two hundredths percent), calculated according to the formula described in the Issuance Indenture, and added to the Default Charges, if any; **(22) Total 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 early total optional redemption of the Debentures of the Second Series, with the consequent cancellation of the said 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 applicable legislation or regulations, whichever is greater, at its exclusive discretion and independently of the agreement of the Debenture Holders, through the dispatch of a notification of Early Total Optional Redemption of the Debentures of the Second Series ("Early Total Optional Redemption of the Debentures of the Second Series" and, when jointly with the Early Total Optional Redemption of the Debentures of the First Series, the "Early Total Optional Redemption"). In the event of the Early Total Optional Redemption of the Debentures of the Second Series, the amount due from the Company shall be the equivalent to the greater between ("Value of an Early Total Optional Redemption of 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 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, until the date of the Early Total Optional Redemption of the Debentures of the Second Series (exclusive), increased by Default Charges, if any; and (ii) the restated present value of the remaining installments of amortization payments of the Restated Unit Par Value of the Debentures of the Second Series and the Remuneration of the Debentures of the Second Series, as the case may be, using as discount rate the internal rate of return of the Treasury IPCA+ government 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 Early Total Optional Redemption of the Debentures of the Second Series, using the indicative quotation published by ANBIMA on its page in the worldwide web (http://www.anbima.com.br) calculated on the second Business Day immediately prior to the date of the Early Total Optional Redemption of the Debentures of the Second Series, calculated according to the formula to be described in the Issuance Indenture, increased exponentially at a rate corresponding to -0.27% (a negative twenty-seven hundredths percent) together with Default Charges, if any; **(23) 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 established in the Early Total Optional Redemption Clause to be set forth in the Issuance Indenture. **(24) Offering of Total Early Redemption:** 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, an optional offering for early redemption of the totality of the Debentures of a given Series with

the consequent cancellation of these Debentures, conditional 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 applicable legislation or regulations, which shall be addressed to all the Debenture Holders of a respective series, without distinction, assuring equality of conditions extensive to all Debenture Holders of a respective series, in order to accept the early redemption of the Debentures of a respective series of which they are holders, pursuant to the terms and conditions to be set forth in the Issuance Indenture ("Offering of Total Early Redemption"). The amount to be paid to the Debenture Holders shall be equivalent to the Unit Par Value, to the balance of the Unit Par Value or the Restated Unit Par Value, as the case may be, of the Debentures to be redeemed, increased by **(a)** the Remuneration, calculated pro rata temporis as from the Starting Date of the Remuneration, or the immediately prior Date of Payment of the Remuneration, as the case may be, to the effective date of redemption of the Debentures, the object of the Offering of Total Early Redemption and other charges due and not paid up to the date of the Offering of Total Early Redemption, and **(b)** if the case, of the redemption premium indicated in the notification of the Offering of Total Early Redemption; **(25) Optional Acquisition:** Following the elapsing 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 may, at its exclusive discretion, pursuant to the provision in Article 55, Paragraph 3 of the Corporations Law and further conditional to the acceptance of the selling Debenture Holder, acquire Debentures for an amount equal or lower than the Unit Par Value or the Restated Unit Par Value, as the case may be, such an event to be included in the Company's management report and the financial statements, or for an amount higher than the Unit Par Value or the Restated Unit Par Value, as the case may be, conditional on adherence to the rules established by the CVM. The Debentures acquired by the Company pursuant to the Optional Acquisition Clause, to be set forth in the Issuance Indenture, at the criterion of the Company, may remain in treasury or again be placed back into 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, it being understood that this must be in accordance with the form to be regulated by the CMN, in accordance with the provision of Article 1, Paragraph 1, Item II, of Law 12,431, conditional that, on the date of execution of the Issuance Indenture, the said cancellation is not permitted by Law 12,431; **(26) Penalty and Default Charges:** Without restrictions 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 percent) 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"); **(27) 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; **(28) Tax Treatment:** The Debentures shall be subject to the tax treatment pursuant to Article 2 of Law 12.431; **(29) 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; **(30) Possibility of Dismemberment**. Dismemberment shall not be permitted, pursuant to Article 59, Item IX of the Corporations Law; and **(31) Other Characteristics:** The other 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 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, being able **(i)** to engagement 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 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 restriction, legal advisors, the Fiduciary Agent, the book entry services institution and the settlement bank, the risk classification agency, the Debentures distribution and negotiation system in the primary and secondary market, observing the applicable duration for negotiation in the secondary market, for this purpose, be 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, 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.

Rio de Janeiro/RJ, February 20, 2025.

Maurício Stolle Bähr
Chairman of the Board and Chair

Bruna Krieger de Souza
Secretary

Sylvie Marie Vicente ep. Credot
Alternate Director

Pierre Auguste Gratien Leblanc
Alternate 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