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A Publicly Listed Company - CVM Registration 1732-9

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

On the 19th (nineteenth) day of the month of September of the year two thousand and twenty-four at 1:00 p.m., at the registered offices of the controlling shareholder, ENGIE Brasil Participações Ltda., in person 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, Rubens José Nascimento, Manoel Eduardo Lima Lopes, Karin Koogan Breitman, Paulo de Resende Salgado, Dirk Achiel Marc Beeuwsaert and Sophie Brigitte Sylviane Angrand Quarré De Verneuil. In addition to the latter, the following alternative directors also participated: Antonio Alberto Gouvêa Vieira, Gil de Methodio Maranhão Neto, Manoel Arlindo Zaroni Torres, Sylvie Marie Vicente ep. Credot and Carlos Alberto Vieira. The work of the meeting was presided by Maurício Stolle Bähr and as secretary, Bruna Krieger de Souza. The Agenda of the Day published in convening notice CA-009/2024 of September 16, 2024, was as follows: 1 – Matters for Resolution: 1.1 – To approve the 13th (thirteenth) simple, nonconvertible debenture issuance, of the unsecured type in a single 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, be able also **(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; **(ii)** to execute all the documents necessary for the Issuance, including the Issuance Indenture and its eventual amendments; **(iii)** to prepare the Distribution Plan jointly with the Lead Manager; **(iv)** to establish conditions additional to those decided herein, necessary or convenient for the Issuance; **(v)** to engage the service providers inherent to the Debentures, including, albeit not limited to, the legal advisors, the Fiduciary Agent, the providing institution 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, be able to this end, to negotiate and sign the respective contracts and amendments; 1.3 – To approve the contracting of a swap operation/swap operations. 1.4 – To ratify all the acts already practiced by the Executive Board of the Company and/or by the proxies for effecting the resolutions approved herein. **RESOLUTIONS:** Pursuant to the presentation made available, 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 13th (thirteenth) issuance of simple, non-convertible debentures, of the unsecured type, in a single series ("Issuance" and "Debentures", respectively) of the Company in the amount of R$ 1,500,000,000.00 (one billion, five hundred million 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 detailed in the Issuance Indenture (as defined below) as priority. 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 13th (Thirteenth) Issuance of Simple, Non-convertible Debentures, of the Unsecured Type, in a Single Series for Public Distribution, under the Automatic Registration Procedure, of Engie Brasil Energia S.A.*" to be executed between the Company and Pentágono S.A. Distribuidora de Títulos e Valores Mobiliários, a financial institution, with its registered offices in the city and state of Rio de Janeiro at Avenida das Américas, 4.200, Bloc 08, Rooms 302, 303 and 304, Barra da Tijuca, CEP 22640-102, enrolled in the tax register (CNPJ) under number 17.343.682/0001-38, in the position of fiduciary agent ("Fiduciary Agent") and representative of the community 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 operationalized by B3 S.A. – Brasil, Bolsa, Balcão ("B3"), with the 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 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 concluding 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 concluding date of the Offering, among the investing public as a whole. Independently of this, 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 or reimbursement of expenditures, expenses or debt related to the Projects as shown in the Issuance Indenture occurring in a period equal or less than 24 (twenty-four) months from the conclusion of the Offering, pursuant to Article 2, paragraphs 1,

1-A and 1-B of Law 12.431, of Decree 11.964 and the Resolution of the National Monetary Council 5.034 of July 21, 2022 ("CMN Resolution 5.034"); **(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 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 Nominal Unit Value 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 CVM Resolution 160, to be decided at the exclusive criterion of the Lead Manager, in the act of subscription of the Debentures, on the understanding that the price of the Offering shall be unique and, therefore, any eventual premium or discount shall be applied equally across the totality of the Debentures paid in on each paying in date, pursuant to Article 61 of CVM Resolution 160; **(4) Total Issuance Value:** The total Issuance value shall be R$ 1,500,000,000.00 (one billion, five hundred million Reais) on the Issuance Date (as defined below) ("Issuance Value"); **(5) Number of Series:** The Issuance shall be realized in a single series; **(6) Quantity of Debentures:** 1,500,000 (one million and five hundred thousand) Debentures shall be issued; **(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 ("Starting Date of 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 by the statement issued 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; **(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 that there is a need for judicial or extra-judicial execution of the Company's obligations under 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 that set forth in the Issuance Indenture ("Issuance Date"); **(13) Duration and Maturity Date:** Pursuant to the provision in the Issuance Indenture, the Debentures shall have a duration of 6 (six) years, as from the Issuance Date, maturing, therefore, on the date set forth in the Issuance Indenture ("Maturity Date"); **(14) Amortization of the Unit Par Value of the Debentures:** Without limitation of the payments arising from eventual early maturity of the obligations under the Debentures, in the Issuance Indenture or early redemption, the Unit Par Value of the Debentures shall be

amortized in a single installment on the Maturity Date; **(15) Monetary Restatement:** The Unit Par Value of the Debentures shall not be restated monetarily; **(16) Remuneration of the Debentures:** Prefixed remunerating interest shall be due on the Unit Par Value of the Debentures, limited to the percentage corresponding to the DI Rate, according to the rate with respect to the adjusted price verified on September 20, 2024 ("Pricing Date"), based on 252 (two hundred and fifty-two) business days, published by B3 on its page in the internet, corresponding to the future contract maturing January 02, 2029 (DI1-F29), exponentially increased by a spread corresponding to -0.12% (twelve hundredths of one percent negative) per annum, based on 252 (two hundred and fifty-two) business days, calculated exponentially and cumulatively *pro rata temporis* ("Remuneration of the Debentures"), it being understood that, after the Pricing Date, the final rate of Remuneration of the Debentures shall be established in the Issuance Indenture, without the need for additional corporate ratifications and/or approvals*;* **(17) Payment of the Remuneration of the Debentures**: Without limitation of the payments due to an eventual early maturity of the obligations arising from the Debentures or early redemption as set forth in the Issuance Indenture, the Remuneration of the Debentures shall be paid semi-annually, on each one of the dates established in the Issuance Indenture ("Payment Date of the Remuneration of the Debentures"). Those who were Debenture Holders at the end of the business day immediately prior to the respective date of payment shall be entitled to the payment of the Remuneration of the Debentures; **(18) Early Total Optional Redemption of the Debentures:** 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, realize the early total optional redemption of the Debentures, with the corresponding cancellation of such Debentures, 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 independent of the agreement of the Debenture Holders, through the sending of an announcement of Early Total Optional Redemption of the Debentures ("Early Total Optional Redemption of the Debentures"). In the event of the Early Total Optional Redemption of the Debentures, the amount due from the Company shall be the equivalent to the greater between ("Value of an Early Total Optional Redemption of Debentures"): (i) the Unit Par Value of the Debentures, increased by: (1) the Remuneration of the Debentures calculated, *pro rata temporis*, as from the first Paying In Date or the immediately prior Date of Payment of the Remuneration of the Debentures (inclusive), as the case may be, up to 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 and of the Remuneration of the Debentures, 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 in its internet page, corresponding to the vertex with number of days closest to the remaining duration of the Debentures, to be calculated at the close of the Business Day immediately prior to the Early

Total Optional Redemption of the Debentures, increased exponentially at a rate corresponding to -0.22% (twenty-two hundredths of one percent negative), calculated according to the formula described in the Issuance Indenture, and added to the Default Charges; **(19) 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 set forth in the Issuance Indenture; **(20) Offering of Total Early Redemption:** Pursuant to the provision in Article 1, Paragraph 1, Item II of Law 12.431, CMN 4.751 Resolution 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 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, this to be addressed to all the Debenture Holders, without distinction, equality of conditions to be assured for all Debenture Holders, to accept the early redemption of the Debentures of which they are holders, pursuant to the terms and conditions set forth in the Issuance Indenture ("Offering of Early Redemption"). The amount to be paid to the Debenture Holders shall be equivalent to the Unit Par Value of the Debentures to be redeemed, with the increase of **(a)** the Remuneration, calculated *pro rata temporis* as from the Starting Date of the Remuneration, or the date immediately prior to payment of the Remuneration, as the case may be, to the effective date of redemption of the Debentures, the object of the Offering of Early Redemption and other charges due and not paid up to the date of the Offering of Early Redemption, and **(b)** if the case, of the redemption premium indicated in the announcement of the Offering of Early Redemption; **(21) 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, 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, conditional on adherence to the rules established by the CVM. The Debentures acquired by the Company pursuant to the Optional Acquisition Clause, at the criterion of the Company, may be held in treasury or again be placed back in the market. The Debentures acquired by the Company for holding in treasury pursuant to the conditions of the Optional Acquisition Clause, if and when returned to the market, shall be entitled to the same Remuneration applicable to the other remaining Debentures. The Debentures acquired by the Company pursuant to the Optional Acquisition

Clause 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; **(22) 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 per cent) and a delayed interest charge of 1% (one percent) per month, calculated *pro rata temporis*, both calculated based on the delayed amounts from the date of delinquency until the date of effective payment, regardless of notice, notification or judicial or extrajudicial interpellation ("Default Charges"); **(23) 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; **(24) Tax Treatment:** The Debentures shall be subject to the tax treatment pursuant to Article 2 of Law 12.431; **(25) 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; **(26) Possibility of Dismemberment**. Dismemberment shall not be permitted, pursuant to Article 59, Item IX of the Corporations Law; and **(27) 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 Lead Manager 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 **(i)** the engagement of one or more intermediating institutions 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; **(iii)** to prepare, together with the Lead Manager, the Debenture Distribution Plan; **(iv)** to establish conditions additional to those decided herein, necessary or convenient to the Issuance**; (v)** engage service providers inherent to the Debentures, including, without restriction, legal advisors, the Fiduciary Agent, the book entry services institution and the settlement bank, risk classification agency, the Debentures distribution and negotiation system in the primary and secondary market, with special attention to the applicable duration for negotiation in the secondary market, for this purpose, negotiating and signing the respective agreements and their amendments; Item 1.3 – Approved the contracting of swap operations, according to the characteristics presented, to replace the pre-fixed flow of the single series of the Company's 13th Debenture Issuance with a flow indexed to CDI + Spread; Item 1.4 –

Ratified on this date, any and all acts hitherto adopted and any and all documents hitherto signed by the Company's Executive Board and/or its proxies for the implementation of the Issuance and the Offering. **CONCLUSION**: the floor being put to the directors present and with no further manifestation additional to the discussions in relation to the matters on the Agenda of the Day, the time and themes deliberated at this meeting being monitored by myself, the secretary, pursuant to the Time and Themes Monitoring Report, document for which shall be filed at the headquarters of the Company, the President declared the work of this meeting concluded, requesting that these minutes be drafted by myself as secretary and that after having been read and found in conformity, signed by the members of the Board of Directors present, including the President and by myself as secretary through the digital signature platform.

Rio de Janeiro/RJ, September 19, 2024.

Maurício Stolle Bähr
Chairman of the Board and Chair

Bruna Krieger de Souza
Secretary

Paulo Jorge Tavares Almirante
Director

Dirk Achiel Marc Beeuwsaert
Director

Rubens José Nascimento
Director

Manoel Eduardo Lima Lopes
Director

Paulo de Resende Salgado
Director

Sophie Quarré De Verneuil
Director

Karin Koogan Breitman
Director