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A Publicly Listed Company - CVM Registration 1732-9

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

On the 22nd (twenty-two) of the month of September two thousand and twenty-one at 12 noon via the electronic mailing system pursuant to the provision in the second paragraph to Article 18 of the Corporate Bylaws of ENGIE Brasil Energia S.A. ("Company") and in accordance with the restrictive measures for the prevention of COVID-19, the Company's Board of Directors met with the presence of the effective members, Maurício Stolle Bähr, Paulo Jorge Tavares Almirante, Dirk Achiel Marc Beeuwsaert, Paulo de Resende Salgado, Adir Flavio Sviderskei, Manoel Eduardo Lima Lopes, Karin Koogan Breitman, Simone Cristina De Paola Barbieri and Richard Jacques Dumas. The work of the meeting was presided by Maurício Stolle Bähr and as secretary, Bruna Krieger de Souza. Welcoming those present, the President put to the floor the following matters on the Agenda of the Day in the convening notice CA-007/2021 dated September 17, 2021, as follows: **1. Matter for Resolution: Item 1.1 –** To approve the 10th (tenth) issue of simple, non-convertible debentures of the unsecured type, in a single series, for public distribution with restricted placement efforts, via CVM Instruction 476, of January 16, 2009, as amended ("CVM Instruction 476") and incentivized pursuant to the terms of Law 12.431 of June 24, 2011, as amended ("Law 12.431/11") of the Company. **2. Matter for Cognizance: Item 2.1 –** To take cognizance of the terms and conditions of financing for the implementation of the Santo Agostinho Wind Project. **RESOLUTIONS**: Pursuant to the presentation made available, document for which is filed with the Company, the Directors decided unanimously as follows according to the agenda of the day: **1. Matter for Resolution: Item 1.1 –** Approved: (a) the execution of a simple, non-convertible debenture issue, of the unsecured type, in a single series ("Issue" and "Debentures", respectively) of the Company, in the amount of R$ 400,000,000.00 (four hundred million reais), which shall be the object of the public offering for distribution with restricted placement efforts pursuant to CVM Instruction 476 ("Restricted Offering"), in accordance with Paragraph 1, Article 59 of Law 6.404 of December 15, 1976, as amended ("Brazilian Corporations Law"), incentivized pursuant to Law 12.431 and in accordance with the relevant classificatory ordinances published by the Ministry of Mines and Energy, as detailed in the Issuance Indenture (as defined below), which have approved the Projects (as set out below) as priorities. The Debentures shall be issued with the following characteristics and with the principal conditions which shall be detailed and regulated through the relative Issuance Indenture of the Debentures ("Issuance Indenture"): (i) **Depository for Distribution and Negotiation:** The Debentures shall be deposited for: **(a)** public distribution in the primary market through the MDA – Asset Distribution Module ("MDA"), managed and operationalized by B3 – Balcão B3, the distribution being net financially settled through B3 S.A. – Brasil, Bolsa, Balcão ("B3"); and **(b)** negotiated in the secondary market through CETIP21 – Títulos e Valores Mobiliários ("CETIP21"), managed and operationalized in the B3, the negotiations being financially settled and the Debentures held electronically in custody through the B3. Notwithstanding the provision above, the Debentures may only be traded in the regulated securities markets between qualified investors, as established in Article 12 of CVM Resolution 30 of May 11, 2021 ("CVM Resolution 30")

following the elapsing of a period of 90 (ninety) days from each subscription or acquisition by the professional investors, as set out in Article 11 to CVM Resolution 30, pursuant to articles 13 and 15 of CVM Instruction 476, with the exception of the lot with a firm guarantee for placement by the Managers (as established in the Issuance Indenture), adhering, in the subsequent trading, to the limits and conditions provided in articles 2 and 3 of CVM Instruction 476 and, in all cases, conditional on the fulfillment by the Company, of Article 17 to CVM Instruction 476, the trading of the Debentures always to respect the applicable legal and regulatory provisions, as amended from time to time; (ii) **Allocation of the Resources:** The resources raised by the Company through the Issue shall be allocated for the reimbursement of expenditures, expenses or debt related to the projects detailed in the Issuance Indenture ("Projects") which shall occur in a period equal or less than 24 (twenty-four) months from the termination of the Restricted Offering. Each one of the Projects was considered priority by the MME, pursuant to Law 12.431, Decree 8.874, of October 11, 2016, the National Monetary Council Resolution 3.947 of January 27, 2011, pursuant to the Ordinances and details described in the Issuance Indenture; (iii) **Procedure for Collecting Investment Intentions:** Pursuant to Article 3 of CVM Instruction 476 and the terms of the distribution agreement to be signed between the Company and the Managers, the procedure for collecting investment intentions, organized by the Managers, without minimum and maximum lots, shall be adopted for the definition of the Remuneration of the Debentures ("Bookbuilding Procedure"). At the end of the Bookbuilding Procedure, the Company shall ratify the applicable rate of the Debentures, through an amendment to the Issuance Indenture ("Bookbuilding Amendment"); (iv) **Price and Form of Subscription and Paying In:** The Debentures shall be subscribed and paid in cash, in current national legal tender, upon subscription, at their Unit Par Value (as defined below) on the first paying in date ("First Paying In Date), according to the norms for settlement applicable to B3. Should any Debenture be paid in on a date different and subsequent to the First Paying In Date, the paying in shall consider their Restated Unit Par Value, plus Remuneration (as defined below), calculated *pro rata temporis* from the First Payment Date (as defined below) up to the date of their effective paying in; (v) **Total Issue Value:** The total value of the Issue shall be R$400,000,000.00 (four hundred million reais) on the Issue Date (as defined below); (vi) **Number of Series:** The Issue shall be executed in a single series; (vii) **Quantity of Debentures:** 400,000 (four hundred thousand) debentures shall be issued; (viii) **Unit Par Value:** The unit par value of the Debentures shall be R$1,000.00 (a thousand reais), on the Issue Date ("Unit Par Value"); (ix) **First Payment Date**: For all legal purposes and effects, the First Payment Date shall be the First Paying In Date ("First Payment Date"); (x) **Form, Type and Proof of Ownership:** The Debentures shall be nominative and book entry, without the issue of certificates. For all legal purposes, ownership of the Debentures shall be substantiated by the statement issued by the book entry agency and in addition, with relation to the Debentures held in custody electronically at B3, by the statement issued by B3 in the name of the respective holder of the respective Debenture; (xi) **Convertibility:** The Debentures shall be simple, non-convertible into shares of the Company or any other corporation; (xii) **Type:** The Debentures shall be of the unsecured type, pursuant to Article 58, caption sentence, of the Brazilian Corporations Law, with no real or personal guarantee, or any segregation of the property of the Company as a guarantee to the Debenture Holders (as defined in the Issuance Indenture) should there be need of court or out-of-court execution of the Company's obligations arising from the Debentures and the Issuance Indenture, and not granting any privilege, either special or general, to the Debenture Holders; (xiii) **Issue Date:** For all legal purposes, the Issue

Date of the Debentures shall be September 15, 2021 ("Issue Date"); (xiv) **Term and Maturity Date:** Pursuant to the provision in the Issuance Indenture, the Debentures shall have an effective term of 25 (twenty-five) years as from the Issue Date, maturing, therefore, on September 15, 2046 ("Maturity Date"); (xv) **Amortization of the Unit Par Value:** Without limitation on payment arising out of the eventual early maturity of the obligations arising from the Debentures, pursuant to the Issuance Indenture, or early redemptions, the Restated Unit Par Value (as established below) of the Debentures shall be amortized in 24 (twenty-four) consecutive annual installments, always maturing on the 15th (fifteen) day of the month of September of each year, the first instalment to fall due on September 15, 2023, and the remaining installments due on each one of the respective amortization dates of the Debentures, according to the dates indicated in the Issuance Indenture (each one of these dates, an "Amortization Date"); (xvi) **Monetary Restatement of the Debentures:** The Unit Par Value of the Debentures or the balance of the Unit Par Value of the Debentures, as the case may be, shall be restated monetarily at the accumulated variation of the Amplified National Consumer Price Index – IPCA, calculated and published by the National Statistics Office (*Instituto Brasileiro de Geografia e Estatística* – IBGE) ("IPCA"), calculated on an exponential and cumulative basis pro rata temporis according to the number of Business Days (as set out in the Issuance Indenture), from the First Payment Date to the Maturity Date, the product of the Monetary Restatement being automatically incorporated in the Unit Par Value or the balance of the Unit Par Value, as the case may be ("Monetary Restatement" and "Restated Unit Par Value", respectively), calculated according to the formula and conditions in the Issuance Indenture; (xvii) **Remuneratory Interest:** Prefixed remuneratory interest shall be paid on the Restated Unit Par Value, corresponding to a given percentage annually to be decided in accordance with the Bookbuilding Procedure, corresponding to the Debentures which is the higher of (1) the equivalent to the internal rate of return of the Treasury IPCA+ with Semi-annual Interest ("Treasury IPCA+"), with maturity in 2035 plus exponentially a spread of 0.70% (zero point seventy hundredths percent) annually; and (2) 5.15% (five point fifteen hundredths per cent) annually, based on a 252 (two hundred and fifty-two) Business Days ("Remuneration"). The internal rates of return of Treasury IPCA+ shall be based on the indicative price published by ANBIMA on its internet page (http://www.anbima.com.br), to be calculated based on (a) the average of the 3 (three) Business Days immediately prior to the date of execution of the Bookbuilding Procedure; or (b) the closing price of the Business Day immediately prior to the date of execution of the Bookbuilding Procedure, whichever is the greater. Remuneration shall be calculated exponentially and cumulatively *pro rata temporis* according to the number of Business Days, from the First Payment Date of the Debentures or the immediately prior Date of Payment of the Remuneration (as defined below) as the case may be, until its effective payment date. The calculation of the Remuneration shall adhere to the formula and conditions described in the Issuance Indenture; (xviii) **Payment of the Remuneration:** Without limitation of the payment arising from the early eventual maturity of the obligations arising from the obligations under the Debentures or early redemption, pursuant to the terms provided in the Issuance Indenture, the Remuneration shall be paid annually, always on the 15th (fifteenth) day of the month of September of each year, the first payment being due on September 15, 2022 and the last on the Maturity Date ("Remuneration Payment Date"). Those Holders of Debentures at the close of the Business Day immediately prior to the respective payment date, shall be entitled to payment of the Debentures; (xix) **Programmed Renegotiation:** The Debentures of this Issue shall not be subject to programmed renegotiation;

(xx) **Total Early Optional Redemption of the Debentures:** Pursuant to the provision in Article 1, Paragraph 1, Subitem II of Law 12.431, the CMN Resolution 4.751 of September 26, 2019 ("CMN Resolution 4.751") and/or the other applicable legal and regulatory provisions, the Company may, at its exclusive criterion, execute the total early optional redemption of the Debentures, with the consequent cancelation of these Debentures, conditional on the weighted average term between the Issue Date and the effective redemption date being greater than 6 (six) years or another timeframe that may be authorized by the applicable legislation or regulations, whichever is the greater, at its exclusive criterion and irrespective of the agreement of the Debenture Holders, through the sending of a Redemption Announcement (as established in the Issuance Indenture) ("Total Early Optional Redemption"). In the light of Total Early Optional Redemption, with the consequent cancelation of the Debentures, the Debenture Holders shall be entitled to the payment of the Total Early Optional Redemption Value, calculated pursuant to the Issuance Indenture; (xxi) **Total Early Optional Redemption Offer:** Pursuant to the provision in Article 1, Paragraph 1, Subitem II, Law 12.431, CMN Resolution 4.751 and/or the other applicable legal and regulatory provisions, the Company may, at its exclusive criterion, execute the early optional redemption offer of the totality of the Debentures, with the consequent cancelation of these Debentures, conditional on the weighted average term between the Issue Date and the effective redemption date being greater than 4 (four) years or another timeframe that may be authorized by the applicable legislation or regulations, to be addressed to all the Debenture Holders, without distinction, assured the equality of conditions to all the Debenture Holders, in order to accept the early redemption of the Debentures of which they were holders in accordance with the terms and conditions provided in the Issuance Indenture ("Early Redemption Offer"); (xxii) **Optional Acquisition:** After the elapse of 2 (two) years from the Issue Date (or a lesser timeframe that may be authorized by the applicable regulations or legislation), and pursuant to the provision in the applicable norms and regulations, the Company may, at its exclusive criterion pursuant to the provision in Article 55, Paragraph 3 to the Brazilian Corporations Law and further, conditional on the acceptance of the selling Debenture Holders, acquire Debentures for an amount equal or less than the Restated Unit Par Value, this fact to be included in the Company's management report and the financial statements, or for an amount higher than the Restated Unit Par Value, conditional on compliance with the rules published by the CVM; (xxiii) **Default Charges and Penalty Fee:** Without limitation on the Remuneration of the Debentures, in the event of delay of any payment of any amount due by the Company to the Debenture Holders, the delayed debits shall be subject to a default penalty fee, individually and non-compensatory, of 2% (two percent) and default interest of 1% (one percent) per month calculated *pro rata temporis*, both calculated on the delayed amounts from the date of default to the date of effective payment, irrespective of notice, notification or judicial or extrajudicial summons ("Default Charges"); and (xxiv) **Automatic Early Maturity:** Subject to the provision in the Issuance Indenture, the fiduciary agent of the Issue ("Fiduciary Agent") shall automatically consider the Debentures as having matured early and demand immediate payment from the Company of the Restated Unit Par Value, plus the Remuneration, calculated *pro rata temporis* as from the First Payment Date or from the immediate prior Remuneration Payment Date until the effective date of payment, and other charges, irrespective of notice, court summons or notification, should any of the following events arise and which cannot be remedied within the applicable terms contemplated in the Issuance Indenture, as the case may be (each one, an "Automatic Early Maturity Event"): **a)** default on the part of the Company, in relation to the payment of the Restated Unit Par Value,

of the Remuneration and/or of any monetary obligation relative to the Debentures, pursuant to the Issuance Indenture, not remedied in the maximum term of 2 (two) Business Days as from the respective date of the default; **b)** non-payment of debt by the Company and/or any of its Relevant Controlled Companies (as defined in the Issuance Indenture), of any monetary obligations of a financial nature that are not related to the Issuance Indenture, the amount of which, individually or jointly, are equal to or higher than R$250,000,000.00 (two hundred and fifty million reais), this amount being restated annually according to the variation of the IPCA as from the Issue Date, and not regularized within the period of remedy established in the respective agreement or within a maximum period of 10 (ten) Business Days as from the date of the default, should there be no period of remedy stipulated in the said agreement; **c)** early maturity of any monetary obligation of the Company not described in subitem "a" above, and/or any of its Relevant Controlled Companies (as defined in the Issuance Indenture), amount of which, individually or jointly, is equal or higher than R$250,000,000.00 (two hundred and fifty million reais), this amount being restated annually at the variation of the IPCA as from the Issue Date, contingent on, for the purposes of this item, in the operations where the Company acts as guarantor, the early maturity of the Debentures only to occur should the Company fail to honor the amount of the debt or the guarantee granted within the contractually stipulated term; **d)** settlement, extinguishment or winding up of the Company; **e)** (i) request for judicial or extrajudicial recovery formulated by the Company and or any of its Relevant Controlled Companies, irrespective of the deferment of processing of the recovery or of its concession by the appropriate judge; or, further, the execution by the Company and/or by any of its Relevant Controlled Companies of any analogous procedure in foreign jurisdictions which represent a state of insolvency including an agreement with creditors, pursuant to the terms of the applicable legislation; (ii) request for self-bankruptcy by the Company and/or by any of its Relevant Controlled Companies; (iii) request for bankruptcy against the Company and/or any of its Relevant Controlled Companies, except where the request has been contested and there is proof of a preventive deposit within the legal timeframe, if applicable; or (iv) declaration of bankruptcy of the Company and/or of any of its Relevant Controlled Companies; **f)** should the Issuance Indenture in second instance be declared judicially invalid, null or unenforceable; **g)** transformation of the corporate nature of the Company, pursuant to article 220 to 222 of the Brazilian Corporations Law; **h)** assignment, promise to assign or any form of transfer or promise to transfer to third parties (unless due to a Permitted Corporate Reorganization, as defined below) by the Company, of the rights and obligations assumed in the Issuance Indenture, without prior agreement of the Debenture Holders meeting in a General Debenture Holders Meeting, especially called for the purpose; **i)** (i) intervention by the granting authority of the Company or of its Relevant Controlled Companies, or (ii) loss (ii.1) of the concession or (ii.2) of the authorization of the Company or of its Controlled Companies, in any of the cases mentioned in the items "i" and "ii" above for any reason, that represents more than 25% (twenty-five per cent) or more of the aggregate installed capacity of the Company, based on the installed capacity of the Company at the time the occurrence of the event through an administrative or judicial decision, except if, (1) within the timeframe of 15 (fifteen) Business Days as from the date of any of these events, the Company substantiates that there was a favorable decision for the reversal of the cancellation, suspension, revoking, expropriation, expiration or extinguishment or the obtaining of a court injunction ensuring the continuity of the services and conditional on the said court injunction not being overturned or (2) there being no reduction in the risk classification of the Company below those levels contained in the

Issuance Indenture; and **j)** in case of judicial questioning by the Company and/or any of its Relevant Controlled Companies, of the Issuance Indenture; (xxv) **Non-Automatic Early Maturity:** Subject to the provision in the Issuance Indenture, in the event of any of the events below, the Fiduciary Agent shall call a General Meeting of Debenture Holders to decide on the eventual declaration of early maturity of the obligations arising from the Debentures, unless remedied within the applicable timeframe enshrined in the Issuance Indenture, as the case may be (each one, a "Non-Automatic Early Maturity Event"): **a)** non-compliance by the Company with any non-monetary obligation pursuant to the Issuance Indenture not remedied within a maximum term of 10 (ten) Business Days as from the date of the said non-compliance, with the proviso that this term shall not be applicable to obligations to which a specific timeframe for remedy has been stipulated, in the event of which, the specific remedial period shall apply; **b)** protest of securities, payment of which the Company and/or any of its Relevant Controlled Companies is responsible, even where in the position of guarantor, in an amount, individually or jointly, equal or higher than R$250,000,000.00 (two hundred and fifty million reais), this value being restated annually according to the variation of the IPCA as from the Issue Date, except when, within the timeframe of up to 10 (ten) Business Days as from the receipt of the notification of protest, the Company validly substantiates to the Fiduciary Agent that (i) the protest has been canceled or suspended or subject to a court order which has suspended it; (ii) the Company has judicially presented a guarantee and this has been accepted by the courts; or (iii) the protest was paid; **c)** spin off, merger, incorporation (including incorporation of shares), or any kind of corporate reorganization involving the Company ("Corporate Reorganization"), except (i) if such a Corporate Reorganization has been approved in a General Meeting of Debenture Holders called for this end; or (ii) specifically in the event of a merger, incorporation (including the incorporation of shares) or any type of corporate reorganization with an effect similar to a merger or incorporation (which is not the incorporation or merger of the Company) should the corporation successor to the Company be controlled directly or indirectly by Engie S.A. and the assets be held with this corporation successor to the Company or (iii) Corporate Reorganization executed exclusively between the Company and its Relevant Controlled Companies, conditional on the Company remaining, albeit indirectly, as the direct or indirect controlling company, of the other corporations resulting from the Corporate Reorganization; or (iv) incorporation, by the Company (in such a way that the Company is the incorporating entity) of any Relevant Controlling Company of the Company; or (v) incorporation of shares involving the Company with the exclusive purpose of executing operations for acquisition of corporations by the Company; or (vi) specifically in the event of incorporation, merger or spin-off of the Company, if the right of redemption is guaranteed to the Debenture Holders that do not agree with the said operation, to be executed within the timeframe of 6 (six) months as from the date of publication of the minutes of the General Meeting of the Company to decide on this operation, as the case may be (any of the items (i) to (vi) being a "Permitted Corporate Reorganization"); **d)** reduction of the capital stock of the Company pursuant to Article 174 of the Brazilian Corporations Law, except (i) when previously authorized by the Debenture Holders meeting in the General Meeting of Debenture Holders called for this end or (ii) if the reduction is executed with the purpose of absorbing accumulated losses; **e)** alteration in the direct and indirect shareholding of the Company, as defined pursuant to Article 116 of the Brazilian Corporations Law, except when the final indirect control is maintained by Engie S.A; **f)** failure by the Company to comply on a timely basis with any judicial decision and/or administrative and/or judicial sentence against the Company, for which there is no right of

appeal with stay of proceedings and/or any decision or arbitration award not subject to appeal, against the Company, in an amount, individually or in aggregate, equal or higher than R$250,000,000.00 (two hundred and fifty million reais), or its equivalent in other currencies, this amount being restated annually at the variation of the IPCA as from the Issue Date, except, in the legally permitted timeframe, when a guarantee has been judicially presented and accepted by the courts; **g)** settlement, winding up or extinguishment of any of the Relevant Controlled Companies, except (i) when not resulting in a reduction in the risk classification of the Company below the levels established in the Issuance Indenture; or (ii) when mergers, spin-offs, incorporations or any other operations of Corporate Reorganization in which the shareholding control, pursuant to Article 116 of the Brazilian Corporations Law, of the resulting corporation continues, albeit indirectly, to be exercised by the Company; **h)** sale or any other form of disposal by the Company (directly or indirectly), of fixed assets that represent, individually or in aggregate, 25% (twenty-five percent) or more of the aggregate electric energy generation capacity of the Company on the basis of the Company's installed capacity on the date of the event, except when not resulting in a reduction in the risk classification of the Company lower than the levels in subitem "l" below; **i)** should any of the declarations provided by the Company in the Issuance Indenture prove to be untruthful or false on the dates on which they were made; **j)** distribution and/or payment of dividends, interest on equity or any other participation in profits foreseen in the corporate bylaws of the Company, other than the payment of the minimum mandatory dividend pursuant to Article 202 of the Brazilian Corporations Law and in the corporate bylaws of the Company, should the Company be in default with respect to any monetary obligation relative to the Debentures; **k)** failure to obtain, renew, cancel, revoke or suspend the authorizations, concessions, subventions, permits or licenses, including those of an environmental nature, necessary for the regular exercising of the activities developed by the Company and that: (i) imply the interruption or suspension of 25% (twenty-five percent) or more of electricity generation capacity of the Company; or (ii) cause or may reasonably be expected to cause a material adverse effect on the capacity of the Company to fulfill its obligations provided in the Issuance Indenture, in the two cases (i) or (ii), except, within the timeframe of 15 (fifteen) Business Days as from the date of the said failure to obtain, renew, cancel, revoke or suspend, the Company is able to substantiate the existence of a protocol of the request for a license or renewal of a license or jurisdictional approval, as the case may be, authorizing the regular continuity of activities until the renewal or obtaining of the said license or authorization; **l)** the failure to maintain a corporate risk classification assigned to the Company equal or higher than "AA" (double A), on a national scale, by Standard & Poor's, Fitch or equivalent rating by Moody's; **m)** failure to use the resources arising from the issue of the Debentures, the object of the Restricted Offering for the Projects, in the manner approved through the intermediary of the Ordinances of the MME; **n)** should the Company be subject to seizure, sequester or attachment of property of its assets that represent, individually or in aggregate, 25% (twenty-five percent) or more of the electric energy generation capacity of the Company, conditional on (i) the Company not being able to suspend the effects or revert such a decision within a term of 15 (fifteen) Business Days or (ii) within the timeframe of 15 (fifteen) Business Days, a guarantee is not presented in court to the Debenture Holders in the amount of the debit balance of the Debentures, pursuant to the exceptions to be enshrined in the Issuance Indenture; and **o)** alteration of the corporate purpose of the Company as provided in the Issuance Indenture, except when (i) previously authorized by the Debenture Holders, meeting in a General Meeting of Debenture Holders, especially called for this purpose; or (ii) the Company's

corporate purpose continues to include activities related to generation, transmission or sale of electric energy such as is described in the Issuance Indenture; or (iii) the result of a decision by ANEEL or other appropriate government authority. (xxvi) **Tax Treatment:** The Debentures shall be subject to the tax treatment pursuant to Article 2 of Law 12.431; (xxvii) **Other characteristics:** The other characteristics of the Debentures, of the Issue and the Restricted Offering shall be described in the Issuance Indenture, in the distribution contract to be agreed with the managers of the Restricted Offering and in the other documents pertaining to the Restricted Offering and to the Issue. The Management Board of the Company is hereby authorized to practice all acts and sign all the documents and instruments necessary to effect the decisions established herein also being able to (1) engage one or more financial institutions authorized to operate in the capital markets to be responsible for the management and intermediation of the distribution of the Debentures; (2) agree the Issuance Indenture of the Debentures and its eventual amendments including the Bookbuilding Amendment; (3) prepare together with the Managers, the distribution plan of the Debentures; (4) establish additional conditions to those decided herein necessary or convenient to the Issue; (5) engage providers of services inherent to the Debentures, including without limitation, legal advisers, the Fiduciary Agent, the institution for providing book entry services and the settlement bank, risk rating agency, the distribution and negotiation system of the Debentures in the primary and secondary market, pursuant to the applicable term for negotiation in the secondary market, for this purpose being authorized to negotiate and sign the respective agreements and their amendments; and (6) the acts already related to the above decisions already practiced by the Management Board of the Company and by the effectively constituted proxies, are hereby ratified; **2 – Matters for Cognizance: Item 2.1 –** Pursuant to the presentation made, document for which is filed with the Company, the directors took cognizance of the terms and conditions of the financing of the BNDES, to be contracted on a future date and which shall complement the funding necessary for the implementation of the Santo Agostinho Wind Project, the matter to be presented to this Board in due course. **CONCLUSION**: With no further items on the agenda, the President declared the work of the meeting concluded, requesting that these minutes be drafted by me, the secretary, and that having been read, found in order, and approved, shall be signed by the members of the Board of Directors present, including the Chair and by me, the secretary, through the intermediary of DocuSign.

Rio de Janeiro/RJ, September 22, 2021.

Maurício Stolle Bähr
Chairman of the Board and President

Bruna Krieger de Souza
Secretary

Paulo Jorge Tavares Almirante
Director

Dirk Achiel Marc Beeuwsaert
Director

(The signatures continue on the next page)

(Continuation page of the signatures to the Minutes of the 223rd Meeting of the Board of Directors of ENGIE Brasil Energia S.A. of September 22, 2021)

Paulo de Resende Salgado
Director

Manoel Eduardo Lima Lopes
Director

Simone Cristina De Paola Barbieri
Director

Karin Koogan Breitman
Director

Richard Jacques Dumas
Director

Adir Flavio Sviderskei
Director