

TRANSMISSORA ALIANÇA DE ENERGIA ELÉTRICA S.A.
NIRE 33.3.0027843-5
CNPJ [EIN] 07.859.971/0001-30
Publicly-Held Company

**MINUTES OF THE EXTRAORDINARY MEETING OF BOARD OF
DIRECTORS
HELD ON FEBRUARY 15, 2023**

DATE, TIME AND PLACE: The meeting was held on February 15, 2023, at 2:00 pm, at the headquarters of Transmissora Aliança de Energia Elétrica S.A. (“TAESA” or “Company”) and by videoconference.

ATTENDANCE AND CALL NOTICE: The meeting was duly convened, with the attendance of all the Board Members of the Company, Messrs.: Reynaldo Passanezi Filho, José Reinaldo Magalhães, Reinaldo Le Grazie, Jaime Leôncio Singer, Maurício Dall’Agnese, Jaime Caballero Uribe, César Augusto Ramírez Rojas, Victor Manuel Muñoz Rodriguez, Fernando Bunker Gentil, Rodrigo de Mesquita Pereira, André Fernandes Berenguer, Celso Maia de Barros and Hermes Jorge Chipp. Ms. Mariana Samasse Leal, expert in the Company’s Corporate Governance area, also attended the meeting upon invitation of the Board.

CHAIRMAN AND SECRETARY: Mr. Reynaldo Passanezi Filho presided over the meeting as Chairman, and invited me, Samasse Leal, to serve as Secretary. Once the meeting was installed, all members were present and the meeting was properly installed, the Board Members unanimously approved the drawing up of these minutes in a summary format.

MEETING AGENDA: (1) approve the thirteenth 13th issuance of simple debentures, non-convertible into shares, unsecured, in a single series, for public placement by the Company in the total amount of R\$ 1,000,000,000.00 (one billion reais); and (2) authorize the Company’s Board of Executive Officers to practice all acts and execute any documents necessary for the issuance and public placement of debentures.

RESOLUTIONS TAKEN: When the Board Members were asked about having any conflict of interest with the topics on the agenda, they unanimously denied. Then, members of the Board of Directors unanimously resolved to:

(1) Approve the execution of the 13th issuance of simple debentures, not convertible into shares, unsecured, in a single series, of the Company (“Debentures and Issuance”, respectively), which will be the subject to a public offering under the automatic distribution registration process, under a solid placement guarantee regime, pursuant

to the Resolution of the Brazilian Securities Commission (“CVM”) 160, of July 13, 2022, as amended (“CVM Resolution 160”) and other applicable legal and regulatory provisions (“Offering”), which will be formalized under the terms of the “*Private Instrument of Deed of 13th (Thirteenth) Issuance of Simple, Unsecured Debentures, Not Convertible into Shares, in a single series for Public Distribution of Transmissora Aliança Energia Elétrica S.A.*” (“Deed” or “Deed of Issuance”) and will meet the characteristics described below, among others:

- (a) **Issuance Number.** The issuance represents the 13th issuance of debentures by the Company.
- (b) **Series Number.** The Issuance will be carried out in a single series.
- (c) **Total Issuance Amount.** The total issuance amount will be R\$ 1,000,000,000.00 on the issue date (as defined below) (“Total issue amount”).
- (d) **Number of Debentures.** 1,000,000 (one million) Debentures will be issued.
- (e) **Unit Face Value.** The unit face value of the Debentures, on the Issuance Date (as defined below), will be R\$ 1,000.00 (“Unit Face Value”).
- (f) **Issuance Date.** For all legal purposes and effects, the issue date of the Debentures will be the one established in the Deed of Issuance (“Issue Date”).
- (g) **Profitability Start Date.** For all legal intents and purposes, the profitability start date will be the first Date of Full Payment (as defined below).
- (h) **Convertibility.** Debentures will be simple, that is, will not be convertible into Company’s issuance shares.
- (i) **Type.** The Debentures shall be unsecured, pursuant to article 58, caput, of Law 6.404, dated December 15, 1976, as amended (“Brazilian Corporations Act”), for which reason they will not be considered real or fiduciary guarantees, nor any privilege on the Company’s assets. Thus, the Company’s assets will not be segregated to serve as a guarantee for the holders of the Debentures (“Debenture Holders”), particularly in the event of a court or out-of-court enforcement of the Company’s obligations arising from the Debentures and the Indenture.
- (j) **Term and maturity date.** Subject to the Deed provisions, the Debentures will have a maturity of two (2) years from the Issuance Date (“Maturity Date”).

- (k) **Electronic Distribution, Trading and Custody.** The Debentures will be deposited with B3 S.A. - Brasil, Bolsa, Balcão - Balcão B3 (“B3”) for: (i) distribution in the primary market through the MDA – Asset Distribution Module, managed and operated by B3, where the distribution is financially settled through B3; and (ii) trading in the secondary market through CETIP21 – Securities, managed and operated by B3, where the trading will be financially settled and the Debentures will be held in electronic custody at B3.
- (l) **Form of subscription and payment method and price.** The Debentures will be subscribed and paid in at any time, from the placement start date, as informed in the distribution start announcement, to be disclosed under the terms of Article 13 of CVM Resolution 160, during the expected placement period of the Debentures in Article 48 of Resolution 160, in accordance with B3's procedures, following the Distribution Plan (as defined in the Deed of Issuance). The payment price of the Debentures (i) on the first payment date, shall be the Unit Face Value; and (ii) on the Payment Dates subsequent to the first Payment Date, the Unit Face Value of Debentures, plus the Compensation, calculated *pro rata temporis* from the first Payment Date to the effective payment date (“Payment Price”), and may also, on any Payment Date, be subscribed with a premium or discount, as may be defined upon subscription of the Debentures, provided that, if applicable, the premium or discount, as the case may be, must be applied on equal terms to all investors on each Payment Date. The Debentures will be paid at sight and in national currency on the Payment Date. "Payment Date" is defined as any date on which the subscription and payment of the Debentures take place.
- (m) **Risk Rating.** Moody’s Local BR Agência de Classificação de Risco Ltda. will be hired as the Debentures’ risk rating agency (“Risk Rating Agency”). During the term of the Debentures, the Company must keep the Risk Rating Agency hired to update the Debentures’ risk rating.
- (n) **Form, Type and Proof of Ownership.** The Debentures will be issued in registered book-entry form, without the issuance of warnings or certificates, and, for all legal purposes, the ownership of the Debentures will be evidenced by the deposit account statement issued by the Bookkeeping Agent (as defined below) and, additionally, concerning the Debentures that are electronically held in custody at B3, as the case may be, a statement will be issued by B3 on behalf of the Debenture Holder, which will serve as proof of ownership of such Debentures.
- (q) **Allocation of Funds.** The funds raised by the Company through the payment of the Debentures, will be used for cash reinforcement and ordinary management of its businesses.

- (r) **Trustee.** Vórtx Distribuidora de Títulos e Valores Mobiliários Ltda. (“Trustee”) will be appointed in the Indenture to represent the common interest of the Debenture Holders, under the terms of the Brazilian Corporations Act.
- (s) **Settlement Bank and Bookkeeper.** The institution providing settlement and bookkeeping bank services is Banco Bradesco S.A., a financial institution headquartered in the city of Osasco, state of São Paulo, at Núcleo Cidade de Deus, s/n, in Vila Yara, CEP 06029-900, CNPJ [EIN] 60.746.948/0001-12 (“Settlement Bank” and “Bookkeeper”).
- (t) **Placement and Distribution Procedure.** The Debentures will be the object of public offer if recorded under the automatic distribution process without the need of previous analysis from CVM under the terms of CVM Resolution 160, under a solid placement guarantee for the Total Issue Amount, with the intermediation of financial institutions that are part of the securities distribution system responsible for the distribution of the Debentures (“Coordinators”), and one leading intermediary institution will be assigned as lead coordinator (“Lead Coordinator”), under the terms of the “*Coordination, Placement and Public Distribution Agreement, under the Solid Placement Guarantee Regime, for Simple, Unsecured Debentures, Not Convertible into Shares, up to Two Series, of the 13th Issuance in Single Series of Transmissora Aliança de Energia Elétrica S.A.*”, to be entered into between the Company and the Coordinators (“Distribution Agreement”). The partial distribution of the Debentures will not be allowed.
- (u) **Inflation Adjustment of Debentures.** The Unit Face Value of debentures will not be monetarily restated.
- (v) **Compensation.** Compensatory interest will be levied on the Unit Face Value or balance of Unit Face Value of Debentures, as the case may be, which will correspond to the accumulated variation of 100% (one hundred percent) of the extra-group overnight, one-day average daily rates of DI - Interbank Deposit, expressed as a percentage per annum, based on two hundred and fifty-two (252) Business Days, calculated and disclosed daily by B3 S.A. - Brasil, Bolsa, Balcão (“DI Rate”), exponentially plus a spread (surcharge) of 1.50% (one point fifty percent) per annum, based on 252 (two hundred and fifty-two) Business Days (“Compensation of Debentures”).
- (w) **Payment of Compensation.** The Debentures Compensation will be paid on a semi-annual basis, according to the table to be described in the Indenture (each one, a “Debentures Compensation Payment Date”), the first payment being in the first semester subsequent to the Issue Date, except for payments due to Early

Maturity Events (as defined below), Optional Acquisition (as defined below) with cancellation of all Debentures, Extraordinary Early Amortization (as defined below)), Total Optional Early Redemption (as defined below) and Early Redemption Offer (as defined below), under the terms to be defined in the Deed of Issuance.

- (x) **Scheduled Renegotiation.** The Debentures will not be subject to scheduled renegotiation.
- (y) **Amortization of the Unit Face Value.** The Unit Face Value or balance of the Unit Face Value of the Debentures will be amortized on a single date, that is, on the Debentures Maturity Date, except for payments arising from Events of Early Maturity, Extraordinary Early Amortization, Total Optional Early Redemption, Optional Acquisition with cancellation of all Debentures and Early Redemption Offer, under the terms to be provided for in the Deed of Issuance.
- (z) **Place of Payment.** The payments to which the Debentures are entitled will be made by the Company on the respective maturity using, as the case may be: (i) the procedures adopted by B3 for the Debentures held in electronic custody therein; and/or (ii) the procedures adopted by the Bookkeeping Agent for the Debentures that are not electronically held in custody at B3.
- (aa) **Late-payment charges.** Without prejudice to the Compensation, in case of default in the payment by the Company of any amount due to the Debenture Holders, the past-due debts overdue and not paid by the Company will be subject to, regardless of judicial or extrajudicial notice, notification, or summons, (i) interest for late payment of 1% (one percent) per month, calculated *pro rata temporis*, from the date of default until the date of the effective payment; and (ii) conventional, irreducible and non-compensatory fine of 2% (two percent) per month, from the date of default until the date of the effective payment; both calculated on the overdue and unpaid amount.
- (bb) **Extraordinary Early Amortization.** Subject to compliance with the conditions set forth in the Deed, the Company may, at its sole discretion, make at any time, after six (6) months from the Issuance Date (inclusive), and with prior notice to the Debenture Holders, under the terms to be provided for in the Deed of Issuance, or upon written communication addressed to each Debenture Holder, with a copy to the Fiduciary Agent, within the terms to be provided for in the Deed (“Extraordinary Early Amortization”) of the Unit Face Value or the balance of the Unit Face Value of the Debentures, as the case may be, upon payment of a portion of the Unit Face Value or the balance of the Unit Face Value of the Debentures, as the case may be, to be amortized, limited to 98% of the Unit Face Value or the

outstanding balance of the Unit Face Value of the Debentures, as the case may be, plus the Compensation, calculated *pro rata temporis* from the first Payment Date or the immediately prior Compensation Payment Date, as the case may be, up to the date of actual payment and the respective Late Payment Charges, if applicable (“Extraordinary Early Amortization Amount”), plus a premium, which will correspond to 0.30% per annum multiplied by the remaining term, levied on the Extraordinary Early Amortization Amount to be amortized, calculated according to the formula provided for in the Deed.

- (cc) **Total optional early redemption.** Subject to compliance with the conditions below, the Company may, at its sole discretion, carry out, at any time from six (6) months from the Issuance Date (inclusive), the optional early redemption of all Debentures (precluding the partial optional early redemption), with the consequent cancellation of such Debentures (“Total Optional Early Redemption”). The amount to be paid in relation to each of the Debentures object of the Total Optional Early Redemption will be the Unit Face Value or the balance of the Unit Face Value of the Debentures, as the case may be, plus the Compensation, calculated *pro rata temporis* from the first Date of Payment or the immediately preceding Compensation Payment Date, as the case may be, until the actual payment date and the respective Late Payment Charges, if applicable (“Total Optional Early Redemption Amount”), plus a premium, which will correspond to 0.30% per annum multiplied by the remaining term, levied on the Total Optional Early Redemption Amount, if any, according to the formula to be provided for in the Deed.
- (dd) **Optional Acquisition of Debentures.** The Company may, at any time, pursuant to the provisions of CVM Resolution 77, of March 29, 2022, as in effect, and other applicable provisions, acquire the Debentures pursuant to Article 55, Paragraph 3, of the Brazilian Corporations Act, in case any of the Debenture Holders wish to sell such Debentures to the Company (“Optional Acquisition”). The Debentures subject to the Optional Acquisition procedure may be cancelled, remain in the Company's treasury or be placed for trading in the market, pursuant to the rules issued by the CVM, and this fact must be included in the Company's management report and financial statements. The Debentures acquired by the Company to remain in treasury under the terms above, if and when put back on the market, will be entitled to the same compensation applicable to the other Debentures, in compliance with the regulation in force.
- (ee) **Optional Early Redemption Offer.** The Company may make an offer for the early redemption of the Debentures, which may be used for the redemption of all Debentures, at its sole discretion, and must be addressed to all Debenture Holders, without distinction, ensuring equal conditions for all Debenture Holders to accept

the early redemption offer for the Debentures they hold, pursuant to the terms to be provided for in the Deed (“Early Redemption Offer”).

(ff) **Early Maturity.** The Trustee Agent shall consider all obligations to be contained in the Deed in advance, automatically or not, regardless of notice, interpellation or notification, judicial or extrajudicial in the occurrence of the provisions to be described in the Deed, following the respective cure periods , as applicable (each one, an “Early Maturity Event”).

(gg) The other characteristics of the Issuance will be included in the Indenture.

(2) Authorize the Company’s Executive Board, and/or its respective attorneys-in-fact, to perform any acts and to sign any documents necessary for the execution of the resolutions approved herein, including, but not limited to: (a) signing of the following documents, their eventual amendments and documents that derive from them: (i) Deed of Issuance; (ii) Distribution agreement; and (iii) other documents necessary to carry out the Issuance and the offering; and (b) hiring of Coordinators, Trustee, the Bookkeeping Agent, the Settlement Bank, the Risk Rating Agency, the legal advisors, and the other institutions whose contracting is eventually necessary to carry out the offering, fixing their respective fees.

CLOSING: There being no further issues to be discussed, the meeting was adjourned, and these minutes were drawn up, read and found to be in conformity, and approved and signed by all members of the Board of Directors who voted at this meeting.

Rio de Janeiro, February 15, 2023.

Reynaldo Passanezi Filho

José Reinaldo Magalhães

Reinaldo Le Grazie

Jaime Leôncio Singer

Maurício Dall’Agnese

Jaime Caballero Uribe

César Augusto Ramírez Rojas

Victor Manuel Muñoz Rodriguez

Fernando Bunker Gentil

Rodrigo de Mesquita Pereira

André Fernandes Berenguer

Celso Maia de Barros

Hermes Jorge Chipp

Samasse Leal
Secretary

(This page is an integral part of the minutes of the ordinary meeting of the Board of Directors of Transmissora Aliança de Energia Elétrica S.A. held on February 15, 2023 at 2:00 p.m.)