

TRANSMISSORA ALIANÇA DE ENERGIA ELÉTRICA S.A.

NIRE 33.3.0027843-5

CNPJ 07.859.971/0001-30

Publicly traded company

**MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF DIRECTORS
HELD ON AUGUST 27, 2024**

DATE, TIME AND PLACE: The meeting was held on August 27, 2024, at 04:00 p.m., at the principal place of business of Transmissora Aliança De Energia Elétrica S.A. ("TAESA" or "Company") and through videoconference.

ATTENDANCE AND CALL TO ORDER: The meeting was duly organized and attended by all of the Company's Directors, as follows: Reynaldo Passanezi Filho, José Reinaldo Magalhães, Reinaldo Le Grazie, Paulo Gustavo Ganime Alves Teixeira, Maurício Dall'Agnese, César Augusto Ramírez Rojas, Gabriel Jaime Melguizo Posada (by delegation), Fernando Bunker Gentil, Mario Engler Pinto Junior, Celso Maia de Barros, Hermes Jorge Chipp and Denise Lanfredi Tosetti Hills Lopes. Upon invitation of the Board, the Chief Financial and Investor Relations Officer, Rinaldo Pecchio Junior, the Business and Participation Management Officer, Fábio Antunes Fernandes, the Chief Technical Officer, Marco Antonio Resende Faria, Chief implementation Officer, Luis Alessandro Alves, and the Corporate Governance Manager, Caroline Rocha Ataíde.

BOARD: Reynaldo Passanezi Filho was the chairman of the board, and invited me, Caroline Rocha Ataíde, to act as secretary. Once the meeting had been opened, the quorum verified and the meeting validly installed, the Members unanimously approved the drawing up of these minutes in summary form.

AGENDA: (1) to approve the Issuance (as defined below) of nonsecure simple, non-convertible debentures, in a single series, of the Company, totaling R\$400,000,000.00 (four hundred million reais), including its terms and conditions, in accordance with the provisions of article 59, paragraph 1, of Law 6. 404, of December 15, 1976, as amended ("Brazilian Law of Corporations") and the Company's Articles of Incorporation; (2) to authorize the Company's Board of Executive Officers to perform any and all actions and enter into any and all documents necessary to carry out the issuance of the debentures; and (3) to ratify all actions already performed by the Board of Executive Officers for the execution of the resolutions to be approved, including the hiring of service providers necessary to carry out the Offering.

RESOLUTIONS TAKEN: When asked about any conflict of interest with the item on the agenda, the Directors unanimously replied there was none. The members of the Board of Directors then decided by majority:

(1) To approve the 16th (sixteenth) issuance of simple simple, non-convertible, unsecured, single-series debentures, of the Company (“Debentures” and “Issuance”), which will be the object of a public offering following the automatic distribution registration procedure, under the firm placement guarantee regime, pursuant to the Securities and Exchange Commission (“CVM”) Resolution 160, of July 13, 2022, as amended (“CVM Resolution 160”), and other applicable legal provisions and regulations (“Offering”), which will be formalized under the terms of the “*16th (Sixteenth) Indenture of Simple Non-Convertible Unsecured Debentures in a Single Series, for Public Distribution under the Automatic Distribution Registration Rite, of Transmissora Aliança de Energia Elétrica S. A.*” (“Indenture”) which is to meet, among others, the following characteristics:

- (a) **Number of Issuance.** This is the Company's 16th (sixteenth) issuance of debentures;
- (b) **Number of Series.** The Issuance will be carried out in a single series.
- (c) **Total Amount of the Issuance** The issuance will total R\$400,000,000.00 (four hundred million reais), on the Date of Issuance (as defined below) (“Total Amount of the Issuance”);
- (d) **Number of Debentures.** Four hundred thousand (400,000) Debentures will be issued on the Date of Issuance.
- (e) **Nominal Unit Value.** The nominal unit value of the Debentures, on the Issuance Date (as defined below), will be R\$1,000.00 (one thousand reais) (“Nominal Unit Value”);
- (f) **Date of issuance.** For all legal purposes and effects, the date of issuance of the Debentures will be the date established in the Indenture (“Issuance Date”);
- (g) **Yield Start Date.** For all legal purposes and effects, the yield start date the first Payment Date (as defined below) of the Debentures (as defined below) (“Yield Start Date”).
- (h) **Convertibility** The Debentures will be simple, i.e. not convertible into shares issued by the Company;
- (i) **Type.** The Debentures will be unsecured, pursuant to article 58, caput, of the Brazilian Law of Corporations, which is why they are not backed by any real or fiduciary guarantee, nor have any privilege over the Company's assets. Thus, there will be no segregation of the Company's assets to be used as collateral for the holders of the Debentures (“Debenture Holders”), particularly in the event of

judicial or extrajudicial enforcement of the Company's obligations arising from the Debentures and the Indenture;

- (j) **Term and Maturity Date.** Following the provisions of the Indenture, the Debentures of the Third Series will mature in ten (7) years as of the Date of Issuance and will therefore mature on September 15, 2031 ("Maturity Date of the Debentures");
- (k) **Distribution, Trading and Electronic Custody.** The Debentures will be deposited with B3 S.A. - Brasil, Bolsa, Balcão - Balcão B3 ("B3") for: (i) distribution on the primary market through Asset Distribution Module ("MDA", locally), ran and operated by B3, through which any distribution will be financially settled; and (ii) trading on the secondary market through CETIP21 - Securities, ran and operated by B3, through which any trading will be financially settled. The Debentures will be held in electronic custody at B3;
- (l) **Form of Subscription and Payment and Payment Price.** The Debentures will be subscribed and paid up at any time as of the distribution start date, as informed in the announcement of start of distribution, to be disclosed pursuant to article 13 pursuant to CVM Resolution 160, during the period of distribution of the Debentures provided for in article 48 of CVM Resolution 160, in accordance with the procedures of B3, subject to the Distribution Plan (to be defined in the Indenture). On the first Payment Date, the payment price of the Debentures will be the Nominal Unit Value of the Debentures. On the Payment Dates subsequent to the first Payment Date, the Debenture payment price shall be the Nominal Unit Value, plus the Debenture remuneration, calculated pro rata temporis from the first Payment Date to the effective payment date ("Payment Price"). The Debentures will be paid up in cash and in local currency on the Payment Date. The "Payment Date" is defined as the date on which the first subscription and payment of the Debentures takes place. The Debentures may be subscribed to with a premium or discount, to be defined, if applicable, when the Debentures are subscribed, provided that this is applied on equal terms to all investors on each Debenture Payment Date. The application of the premium or discount, if applicable, will be based on objective market conditions, including, but not limited to: (i) any changes in the SELIC Rate; (ii) any changes in the remuneration of national treasury bonds; (iii) any changes in the DI Rate (as defined below); or (iv) any material changes in the indicative trading rates for fixed income securities (debentures, real estate receivables certificates, agribusiness receivables certificates and others) published by the Brazilian Association of Financial and Capital Market Entities - "ANBIMA".
- (m) **Risk Rating.** No risk rating agency will be hired for this Issuance.

- (n) **Form, Type and Proof of Ownership.** The Debentures will be issued in nominative and book-entry form, without the issuance of warrants or certificates, and, for all legal purposes, ownership of the Debentures will be evidenced by the deposit account statement issued by the Bookkeeper. Additionally, with respect to 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 these Debentures;
- (o) **Allocation of Proceeds.** The Net Proceeds (as defined in the Indenture) raised by the Company through the payment of the Debentures will be used to increase the Company's cash and working capital.
- (p) **Fiduciary Agent.** The fiduciary agent will be appointed in the Indenture to represent the interests of the Debenture Holders, pursuant to the Brazilian Law of Corporations.
- (q) **Settling and Bookkeeping Bank.** The institution providing the services of liquidating and bookkeeping bank will be appointed in the Indenture.
- (r) **Placement and Distribution Procedure.** The Debentures will be the object of a public offering, without the need for prior analysis by the CVM, to be registered under the automatic distribution procedure, pursuant to CVM Resolution 160, under a firm placement guarantee regime for the Total Amount of the Issuance, with the intermediation of a financial institutions that are members of the securities distribution system responsible for distributing of the Debentures ("Lead Coordinator"), pursuant to the "*Agreement for the Coordination, Placement and Public Distribution, under the Firm Placement Guarantee Regime, of Simple, Unsecured, Non-Convertible. Single-serie Debentures of the Sixteenth (16th) Issuance of Transmissora Aliança de Energia Elétrica S. A.*", to be entered into by and between the Company and the Coordinators ("Distribution Agreement"). Partial distribution of the Debentures will not be allowed;
- (s) **Monetary restatement of the Debentures.** The Nominal Unit Value of the Debentures will not be monetarily restated.
- (t) **Remuneration** On the Nominal Unit Value (or balance of the Nominal Unit Value, as applicable) of the Debentures, remunerative interest will be charged corresponding to the accumulated variation of 100% (one hundred percent) of the average daily rates of the one-day Interbank Deposit (DI), “over extra-group”, expressed as a percentage per annum, based on 252 (two hundred and fifty-two) Business Days, calculated and disclosed daily by B3 S.A. - Brasil, Bolsa, Balcão (“DI Rate”), exponentially increased by a spread (surcharge) corresponding to 0.55% (fifty-five hundredths percent) per annum, based on 252 (two hundred and

fifty-two) Business Days (“Debenture Remuneration”) calculated exponentially and cumulatively pro rata temporis per Business Day elapsed, levied on the Nominal Unit Value of the Debentures or on the balance of the Nominal Unit Value of the Debentures, as the case may be, from the Return Start Date, or the Debenture Remuneration Payment Date (as defined below) immediately preceding (inclusive) until the date of the actual payment in question (exclusive), the payment date as a result of an Early Maturity Event (as defined below), Extraordinary Early Amortization (as defined below), Total Optional Early Redemption (as defined below), Optional Acquisition (as defined below) with cancellation of all Debentures, or redemption as a result of an Early Redemption Offer (as defined below), whichever occurs first. The calculation of the Remuneration of the Debentures will follow the formula described in the Indenture.

- (u) **Payment of Remuneration.** The Remuneration of the Debentures will be paid semi-annually, always on the 15th day of the months of March and September of each year. The first payment will be made on March 15, 2025 and the last payment on the Maturity Date of the Debentures, according to the table described in the Indenture (listing the “Remuneration Payment Date”), except for payments as a result of Early Maturity Events, Extraordinary Early Amortization, Total Optional Early Redemption, Optional Acquisition of Debentures with cancellation of all Debentures and Early Redemption Offer, as provided for in the Indenture.
- (v) **Scheduled renegotiation.** The Debentures will not be subject to scheduled renegotiation;
- (w) **Amortization of the Nominal Unit Value.** The Nominal Unit Value or the balance of the Nominal Unit Value of the Debentures, as the case may be, will be amortized in 2 (two) installments, (i) the first on September 15, 2030, totaling 50.0000% (fifty percent) of the balance of the Nominal Unit Value of the Debentures, and (ii) the last, on the Maturity Date of the Debentures, totaling 100, 0000% (one hundred percent) of the balance of the Nominal Unit Value of the Debentures, except for payments as a result of Early Maturity Events, Extraordinary Early Amortization, Total Optional Early Redemption, Optional Acquisition of the Debentures with cancellation of all the Debentures and Early Redemption Offer, as provided for in the Indenture;
- (x) **Place of Payment.** The payments regarding the Debentures will be made by the Company on the respective due date following, as the case may be: (i) the procedures adopted by B3 for Debentures held in electronic custody therein; and/or (ii) the procedures adopted by the Bookkeeper, for Debentures not held in electronic custody at B3;

- (y) **Interest for late payment.** Without prejudice to the Debenture Remuneration, in the event of non-payment by the Company of any amount owed to the Debenture Holders, any debts in arrears due and unpaid by the Company will be, regardless of notice, notification or judicial or extrajudicial interpellation, subject to (i) default interest of 1% (one percent) per month, calculated pro rata temporis, as of the date of default until the date of actual payment; and (ii) a conventional, irreducible and non-compensatory fine of 2% (two percent) per month, as of the date of default up to the date of actual payment; both calculated over the amount due and unpaid;
- (z) **Early Amortization.** Subject to compliance with the conditions set forth in the Indenture, the Company may, at its sole discretion, carry out, as of September 15, 2027 (inclusive), early amortizations of the Debentures, provided that prior notice is given to the Debenture Holders, under the terms to be set forth in the Indenture, or by means of written communication addressed to each Debenture Holder, with a copy to the Fiduciary Agent, at least five (5) Business Days prior to the date of the event ("Early Amortization"). On the occasion of Early Amortization, the amount owed by the Company will be equivalent to the portion of the Nominal Unit Value or the balance of the Nominal Unit Value, as the case may be, to be amortized, limited to 98% (ninety-eight percent) of the Nominal Unit Value or the balance of the Nominal Unit Value, as the case may be, plus the Remuneration, calculated pro rata temporis from the first Payment Date or the immediately preceding Remuneration Payment Date, as the case may be, until the date of the effective payment and the respective Late Payment Charges, if applicable ("Early Amortization Amount"). The Early Amortization Amount will be increased by a premium corresponding to 0.30% (thirty hundredths percent) per year multiplied by the remaining term, levied on the Early Amortization Amount to be amortized, calculated in accordance with the formula set out in the Indenture ("Early Amortization Premium").
- (aa) **Optional Early Redemption.** Subject to compliance with the conditions set forth in the Indenture, the Company may, at its sole discretion, carry out, as of September 15, 2027 (inclusive), the optional early redemption of all Debentures, with the consequent cancellation of such Debentures ("Full Optional Early Redemption"). The amount to be paid in relation to each of the Debentures subject to the Full Optional Early Redemption shall be the Unit Nominal Value or the balance of the Unit Nominal Value, as the case may be, plus the Remuneration, calculated pro rata temporis from the first Payment Date or the immediately preceding Remuneration Payment Date, as the case may be, until the date of the effective payment and the respective Late Payment Charges, if applicable ("Full Optional Early Redemption Amount"), plus a premium corresponding to 0.30% (thirty hundredths percent) per annum multiplied by the remaining term, levied on the Total Optional Early Redemption Amount, if any, in accordance with the

formula set out in the Indenture (“Full Optional Early Redemption Premium”) Partial optional early redemption of the Debentures will not be permitted.

- (bb) **Optional Acquisition of Debentures.** Subject to compliance with the conditions set forth in the Indenture, the Company may, at its sole discretion, subject to the provisions of CVM Resolution No. 77, of March 29, 2022, as in effect (“CVM Resolution 77”), and other applicable provisions, acquire the Debentures, at any time, pursuant to article 55, paragraph 3 of the Brazilian Law of Corporations, if any of the holders of the Debentures wish to dispose of such Debentures to the Company (“Optional Acquisition of the Debentures”), of the Brazilian Law of Corporations, should any of the holders of the Debentures wish to dispose of such Debentures to the Company (“Optional Acquisition of Debentures”), (a) for an amount equal to or less than the Nominal Unit Value or the balance of the Nominal Unit Value, as the case may be, plus the Remuneration incurred and not paid up to the date of acquisition and, if applicable, Late Payment Charges, and this fact must be included in the management report and financial statements of the Company, or (b) for an amount greater than the Nominal Unit Value, or balance of the Nominal Unit Value, as the case may be, plus the Remuneration incurred and not paid up to the date of acquisition and, if applicable, the Late Payment Charges, it being understood that, in this case, the Company must, prior to the acquisition, send an individual communication to the respective Debenture Holders, with a copy to the Fiduciary Agent, or publish an announcement, under the terms to be provided for in the Indenture, about its intention, in compliance with the provisions of article 19 et seq. of CVM Resolution 77 or any CVM rule that may replace it (“Optional Acquisition”).
- (cc) **Early Redemption Offer.** Subject to compliance with the conditions set forth in the Indenture, the Company may, at any time and at its sole discretion, make an offer for early redemption of all the Debentures. This will result in the cancellation of these Debentures, which must be addressed to all Debenture Holders, ensuring equal conditions for these Debenture Holders to accept the offer for early redemption of the Debentures they hold, in accordance with the terms and conditions set forth in the Indenture (“Early Redemption Offer”). The amount to be paid in relation to each of the Debentures will be equivalent to the balance of the Nominal Unit Value or the Nominal Unit Value, as the case may be, plus (i) the Remuneration, due up to the effective early redemption date, calculated pro rata temporis, from the first Payment Date or the immediately preceding Remuneration payment date, as the case may be, up to the effective redemption date; and (ii) if applicable, the redemption premium indicated in the Early Redemption Offer Notice (as defined in the Indenture), which, if any, may not be negative. The Company may carry out a partial early redemption of the Debentures, observing that all the Debentures of those Debenture Holders who accept and adhere to the Early Redemption Offer must be redeemed, even if all

the Debenture Holders have not accepted the Early Redemption Offer, and there is no possibility of drawing lots for the Debentures to be redeemed in the event of a partial redemption.

- (dd) **Early Maturity.** Subject to the provisions of the Indenture, the Fiduciary Agent must consider any and all obligations under the Indenture to be due in advance, regardless of notice, judicial or extrajudicial interpellation or notification, if any of the events described in the Indenture occurs, considering the cure periods, as applicable (an "Early Maturity Event" for each).
- (ee) **Break-up:** Break-up of the Nominal Unit Value, Remuneration and other rights conferred on the Debentures will not be permitted, pursuant to article 59, item IX, of the Brazilian Law of Corporations.
- (ff) The other characteristics of the Issuance must be set out in the Indenture.

To authorize the Company's Board of Executive Officers to carry out any and all actions and to execute any and all documents needed for carrying out the resolutions hereby approved, including, but not limited to, any and all initiatives to (a) execute the following documents, any amendments thereto and documents deriving therefrom: (I) Indenture; (II) Distribution Agreement; (iii) other documents needed to carry out the Issuance and the Offering; and (b) the hiring of the Lead Manager, the fiduciary agent, the Bookkeeper, the Settling Bank, the legal advisors and other institutions whose hiring may be necessary to carry out the Offering, setting their respective fees; and

(3) To approve any and all actions already carried out by the Board of Directors for the execution of the approved resolutions, including the contracting of service providers to carry out the Offering.

CLOSURE: There being no further business, the meeting was closed, and these minutes were drawn up, read and found to be in order, approved and signed by all the members of the Board of Directors who voted at this meeting.

Rio de Janeiro, August 27, 2024.

Reynaldo Passanezi Filho

José Reinaldo Magalhães

Reinaldo Le Grazie

Paulo Gustavo Ganime Alves Teixeira

Maurício Dall’Agnese

César Augusto Ramírez Rojas

Gabriel Jaime Melguizo Posada

Fernando Bunker Gentil

Mario Engler Pinto Junior

Celso Maia de Barros

Hermes Jorge Chipp

Denise Lanfredi Tosetti Hills Lopes

Caroline Rocha Ataíde
Secretary

(This page is an integral part of the minutes of the regular meeting of the Board of Directors of Transmissora Aliança de Energia Elétrica S.A. held on August 27, 2024, at 04:00 p.m.)