

**TRANSMISSORA ALIANÇA DE ENERGIA ELÉTRICA S.A.**  
**PUBLICLY HELD COMPANY**  
**CNPJ 07.859.971/0001-30**  
**NIRE 33.3.0027843-5**

**MINUTES OF THE SPECIAL MEETING OF THE BOARD OF  
DIRECTORS HELD ON DECEMBER 18, 2024**

**DATE, TIME AND PLACE:** The meeting was held on December 18, 2024, at 12:00 p.m., at the principal place of business of Transmissora Aliança De Energia Elétrica S.A. ("TAESA" or "Company"), at Avenida das Américas, 2480, bloco 6, sala 201, Barra da Tijuca, Cidade e Estado do Rio de Janeiro, CEP 22.640-101, 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, Cesar Augusto Ramirez Rojas, Gabriel Jaime Melguizo Posada, Fernando Bunker Gentil, Mario Engler Pinto Júnior, 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 Chief Technical Officer, Luis Alessandro Alves, the Business and Shareholdings Officer, Fábio Antunes Fernandes, the Chief implementation Officer, Jell Lima de Andrade, and the Company's Corporate Governance Manager, Caroline Rocha Ataíde also attended the meeting.

**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) approving the Issuance (as defined below) of simple, non-convertible, unsecured, single-series debentures of the Company, totaling R\$650,000,000.00 (six hundred and fifty 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) authorizing the Company's Executive Board to perform any and all actions and enter into any and all documents necessary to carry out the issuance of the debentures; and (3) ratifying any and all actions already performed by the Executive Board to execute the resolutions about 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) Approving the 17th (seventeenth) issuance of simple, non-convertible, unsecured, single-series debentures, of the Company ("Debentures" and "Issuance", respectively), 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 "*17th (Seventeenth) 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 17th (seventeenth) 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\$650,000,000.00 (six hundred and fifty million reais), on the Date of Issuance (as defined below) ("Total Amount of the Issuance");

(d) **Number of Debentures.** Six hundred and fifty thousand (650,000) Debentures will be issued on the Date of Issuance.

(e) **Nominal Unit Value.** The nominal unit value of the Debentures, on the Date of Issuance (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 ("Date of Issuance");

(g) **Yield Start Date.** For all legal purposes and effects, the yield start date will be the first Payment Date of the Debentures (as defined below).

(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 will mature in fifteen (15) years as of the Date of Issuance and will therefore mature on the date to be defined in the Indenture ("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 , 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 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 rate of the Special Settlement and Custody System, administered by the Central Bank of Brazil ("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.** Fitch Ratings Brasil Ltda. ("Rating Agency") will be hired as the rating agency for these Debentures. During the term of the Debentures, the Company will retain the Risk Rating Agency to update the risk rating of the Debentures once every calendar year. Should the Company wish to change the Risk Rating Agency at any time, or the Rating Agency cease its activities in Brazil or, for any reason, should it be prevented from issuing the rating, the Company may replace the Rating Agency, with no need for approval by the debenture holders, provided that the replacement rating agency is Moody's Local BR Agência de Classificação de Risco Ltda. or Standard & Poor's Ratings do Brasil Ltda.

**(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. For all legal purposes, ownership of the Debentures will be evidenced by the deposit account statement issued by the Bookkeeper (as defined in the Indenture). 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) Top Priority Infrastructure Projects of the Brazilian Ministry of Mines and Energy ("MME").** The Debentures will have the incentive provided for in article 2 of Law No. 12,431, of June 24, 2011, as amended ("Law 12,431"), in Decree No. 11,964, of March 26, 2024 ("Decree 11,964"), in National Monetary Council ("CMN") Resolution No. 5,034, of July 21, 2022 ("CMN Resolution 5,034"), in CMN Resolution No. 4.751, of September 26, 2019 ("CMN Resolution 4.751"), and subsequent rules that amend, replace or complement them, in view of the classification of the Projects (as defined in the Deed of Issue) as priority under the terms of Decree 11.964, according to **(i)** request No. 002852.0012667/2024, made on December 13, 2024, whose unique protocol number ("NUP") is 48340. 006285/2024-43; **(ii)** request No. 002852.0012651/2024, made on December 13, 2024, whose NUP is 48340.006268/2024-14; **(iii)** request No. 002852. 0012650/2024, held on December 13, 2024, whose NUP is 48340.006272/2024-74; **(iv)** request 002852.0012647/2024, held on December 13, 2024, whose NUP is 48340. 006270/2024-85; **(v)** request No. 002852.0012644/2024, made on December 13, 2024, whose NUP is 48340.006273/2024-19; and **(vi)** request No. 002852.0012654/2024, made on December 13, 2024, whose NUP is 48340.006279/2024-96, before the MME.

**(p) These Debentures will be characterized as "Green Debentures".** These debentures will be characterized as "Green Debentures" based on the Company's commitment to allocate the amount equivalent to the Net Proceeds (as defined in

the Indenture) raised in the Issuance to expenses, projects and investments aligned with the eligible categories defined in the “Green Finance Framework” prepared by the Company and published on December 18, 2024 (“Framework”), available at <https://ri.taesa.com.br/>. This framework observe the guidelines of the Green Bond Principles (“GBP”) 2021, as issued and updated by the International Capital Market Association (“ICMA”) from time to time, and the guidelines of the Guide to Sustainable Bond Offerings 2022, issued by ANBIMA (“ANBIMA”, “Sustainable Guidelines” and “Eligible Projects”, respectively), under the terms to be defined in the Indenture.

**(q) Allocation of Proceeds.** Pursuant to article 2, paragraph 1, of Law No. 12,431 and Decree No. 11,964, any and all net proceeds raised by the Company through the placement of Debentures will be used solely and exclusively for investment, future payment or reimbursement of expenses, costs or debts related to the Projects, provided that the payment of these expenses, expenditures and/or debts subject to reimbursement happens within the period of twenty-four (24) months prior to the date of disclosure of the announcement of the closing of the Offering, subject to the details to be provided in the Indenture.

**(r) 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.

**(s) Settling and Bookkeeping Bank.** The institution providing the services of liquidating and bookkeeping bank will be appointed in the Indenture.

**(t) 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 for the Total Amount of the Issue, 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. Singled-serie Debentures of the Seventeenth (17th) Issuance of Transmissora Aliança de Energia Elétrica S. A."*, to be entered into by and between the Company and the Coordinators (“Distribution Agreement”), in accordance with the proportion of the form guarantee detailed in the Distribution Agreement, to be provided individually and not jointly and severally among the Coordinators. No partial distribution of the Debentures will be allowed;

**(u) Monetary restatement of the Debentures.** The Nominal Unit Value of

the Debentures of the First Series or the balance of the Nominal Unit Value of the Debentures, as the case may be, will be restated by the accumulated variation of the Broad National Consumer Price Index ("IPCA"), published monthly by the Brazilian Institute of Geography and Statistics ("IBGE"), calculated exponentially and cumulatively pro rata temporis per Business Day, as of the first Payment Date of the Debentures (inclusive) up to the date of their effective payment (exclusive). Any Debenture Monetary Restatement will be automatically incorporated into the Nominal Unit Value of the Debentures (or into the balance of the Nominal Unit Value of the Debentures, as applicable) ("Monetary Restatement of Debentures" and "Updated Nominal Unit Value of the Debentures"). Any Monetary restatement of the Debentures will follow the formula set forth in the Indenture: In addition, "Business Day(s)" refer to (i) any obligation carried out through B3, including for calculation purposes, any day that is not Saturday, Sunday or a national holiday; and (ii) any obligation that is not carried out through B3, any day on which commercial banks are open for business in the City of Rio de Janeiro, State of Rio de Janeiro.

(v) **Remuneration.** The updated Nominal Unit Value of the Debentures will bear interest corresponding to a certain percentage per year, to be defined by the Bookbuilding Procedure. This interest rate will be limited to the rate that is higher between (i) the percentage corresponding to the internal rate of return of the IPCA+ Treasury with Semiannual Interest (NTN-B-32), maturing on August 15, 2040, according to the rates disclosed in ANBIMA's website (<http://www.anbima.com.br>), to be calculated at the close of the Business Day prior to the date of the Bookbuilding Process, exponentially decreased by a spread of 0.15% (fifty hundred percent) per annum, based on 252 (two hundred and fifty-two) Business Days; or (ii) 6.45% (five integers eighty-one hundredths percent) per annum, based on 252 (two hundred and fifty-two) Business Days ("Remuneration"). The Remuneration of the Debentures will be calculated exponentially and cumulatively pro rata temporis per Business Days elapsed, as of the first Payment Date of the Debentures or the immediately preceding Remuneration Payment Date (as defined below) of the Debentures, as the case may be, up to the date of the effective payment, in accordance with the formula to be provided for in the Indenture.

(w) **Payment of Remuneration.** The Debentures will be paid semi-annually, in accordance with the table to be described in the Indenture (a "Debenture Remuneration Payment Date" for each), except for payments related to Early Maturity Events (as defined below), Optional Acquisition (as defined below) Optional Early Redemption (as defined below), Early Redemption Offer (as defined below) and Optional Extraordinary Amortization (as defined below) of the Debentures, pursuant to the terms of the Indenture;

(x) **Scheduled renegotiation.** The Debentures will not be subject to scheduled renegotiation;

(y) **Amortization of the Nominal Unit Value.** The updated Nominal Unit Value of the Debentures will be amortized in three (3) successive installments, the first of which to be paid on January 15, 2038, and the others on an annual basis, the last of which to be paid on the Maturity Date, in accordance with the table and percentages to be described in the Indenture, except for payments as a result of an Early Maturity Event, Optional Acquisition, Optional Early Redemption, Early Redemption Offer and Optional Extraordinary Amortization of the Debentures pursuant to the terms of the Indenture;

(z) **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;

(aa) **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;

(bb) **Optional Extraordinary Amortization.** Pursuant to article 1, paragraph 1, item II, of Law 12,431, in compliance with CMN Resolution 4,751 and other applicable regulations and provided that it is legally permitted by the legislation and regulations applicable at the time, the Company may amortize up to 98% (ninety-eight percent) of the Discounted Nominal Unit Value of the Debentures in advance, in one or more installments, at its sole discretion (“Optional Extraordinary Amortization”).

(cc) **Optional Early Redemption.** The Company may, at its sole discretion and unilaterally, carry out the optional early redemption of all Debentures, at any time, provided that the weighted average term of the payments elapsed between the Date of Issuance and the date of the effective early redemption is greater than 4 (four) years, pursuant to article 1, item I, of CMN Resolution 4. 751 and calculated pursuant to CMN Resolution 5.034, or any other minimum term that may be provided for in the applicable laws and regulations. In these cases, any

Debentures subject to early redemption will be cancelled by the Company, subject to the terms and conditions to be provided for in the Indenture (“Optional Early Redemption”).

**(dd) Partial Optional Early Redemption.** Partial optional early redemption of the Debentures will not be permitted.

**(ee) Optional Acquisition of Debentures.** Subject to the provisions of CVM Resolution 77 of March 29, 2022 (“CVM Resolution 77”), the Company may acquire debentures, at its sole discretion, after two (2) years as of the Date of Issuance or after a shorter period if authorized by applicable laws and regulations and subject to the provisions of items I and II of paragraph 1 of article 1 of Law 12.431, in article 55, paragraph 3, of the Brazilian Law of Corporations and in the applicable CVM regulations. It can pay an amount equal to or less than the Updated Nominal Unit Value of the Debentures or the balance of the Discounted Nominal Unit Value of the Debentures, which must be included in the Company's management report and financial statements, or an amount greater than the Updated Nominal Unit Value of the Debentures, in which case, it must send an individual communication to the Debenture Holders, with a copy to the Fiduciary Agent, or publish an announcement prior to the acquisition, under the terms to be established in the Indenture, of its intention, in compliance with the provisions of article 19 et seq. of CVM Resolution 77 or any CVM ruling that may replace it (“Optional Acquisition”); Any Debentures subject to the Optional Acquisition may be canceled, remain in the Company's treasury or be placed for trading on the market, in accordance with the rules issued by the CVM. Whichever happens must be included in the Company's management report and financial statements. The remuneration of any Debentures acquired by the Company to remain in treasury under the terms to be defined in the Indenture, if and when placed back on the market, will be the of other Debentures, in compliance with the regulations in force.

**(ff) Early Redemption Offer.** To the extent permitted by the rules issued by the CMN and the applicable legislation and regulations, the Company may, at any time and at its sole discretion, make an offer for early redemption of all Debentures provided that the period indicated in article 1, item I, of CMN Resolution 4.751. 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 Updated Nominal Unit Value of the Debentures, plus **(i)** the Remuneration of the Debentures, due up to the date of the effective early redemption, calculated pro rata temporis, as of the first Payment Date of the



Debentures or the immediately preceding payment date of the Remuneration of the Debentures, as the case may be, up to the date of the effective redemption; 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 adopt the Early Redemption Offer must be redeemed, even if all the Debenture Holders have not accepted the Early Redemption Offer. There is no possibility of drawing lots for the Debentures to be redeemed in the event of a partial redemption.

**(gg) Bookbuilding process.** In compliance with the terms of article 61 of CVM Resolution 160, the bookbuilding process will be used by the Coordinators together with the Company to estimate investment intentions, without minimum or maximum lots, to define the final rate of Remuneration ("Bookbuilding Process"). Following the Bookbuilding Process, the Indenture will be amended to reflect its result, without the need for prior approval by the Debenture holders and/or any additional corporate approval by the Company, in view of the resolution set forth in item (2) below.

**(hh) 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).

**(ii) 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.

**(jj) Additional characteristics.** The other characteristics of the Issuance must be set out in the Indenture.

**(2)** Authorizing the Company's Executive Board 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)** any amendment to the Indenture reflecting the result of the Bookbuilding Process, specifying the final rate of the Remuneration of the Debentures; and **(IV)** any other documents needed to carry out the Issuance and the Offering; and **(b)** the hiring of a Lead Coordinator, a fiduciary agent, a Bookkeeper, a Settling Bank (as defined in the Indenture), a Risk Rating Agency, legal advisors, a specialized consultancy to issue a second opinion based on the guidelines of the Green Bond Principles and any other institutions whose hiring may be necessary to carry out the

Offering, setting their respective fees; and

(3) Approving any and all actions already carried out by the Executive Board 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 participated in this meeting.

Rio de Janeiro, December 18, 2024.

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Reynaldo Passanezi Filho  
Chairman

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José Reinaldo Magalhães

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Reinaldo Le Grazie

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Paulo Gustavo Ganime Alves Teixeira

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Maurício Dall’Agnese

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César Augusto Ramírez Rojas

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Gabriel Jaime Melguizo Posada

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Fernando Bunker Gentil

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Mario Engler Pinto Junior

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Celso Maia de Barros

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Hermes Jorge Chipp

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Denise Lanfredi Tosetti Hills Lopes

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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 December 18, 2024, at 12:00 p.m.)