

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

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS
HELD ON JUNE 16, 2026

DATE, TIME AND PLACE: The meeting was held on June 16, 2026, at 11:00 a.m., through a voting process conducted on the corporate governance platform named *Atlas Governance*.

ATTENDANCE AND CALL TO ORDER: The meeting was duly organized and attended by all of the Company's board members, as follows: Reynaldo Passanezi Filho, José Reinaldo Magalhães, Daniel Alves Ferreira, Paulo Gustavo Ganime Alves Teixeira, Michele da Silva Gonsales Torres, Carolina Sánchez Restrepo, Nelson Javier Mesa Palacio, Jaime Enrique Falquez Ortiga, Francisco Martins Codorniz Filho, Denise Lanfredi Tosetti Hills Lopes, Mario Engler Pinto Junior, Celso Maia de Barros and Hermes Jorge Chipp. In addition, 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) to approve the Company's 22nd (Twenty-Second) issuance (as defined below) of simple, non-convertible, unsecured debentures, with firm commitment underwriting, in a single series, totaling BRL 1,700,000,000.00 (one billion seven hundred million Brazilian reais), including all of its terms and conditions, in accordance with Article 59, paragraph 1, of Law No. 6,404, of December 15, 1976, as amended ("Brazilian Law of Corporations") and Article 12, paragraph 1, item "c" of the Company's Articles of Incorporation; (2) to authorize the Company's Executive Board to perform any and all actions and enter into any and all documents necessary to carry out the Issuance and the Offering of debentures (as defined below), in addition to execute any and all documents necessary for the implementation of the Issuance and the Offering; and (3) To ratify all acts already undertaken by the Company's Executive Board for the implementation of the resolutions to be approved, including the engagement of service providers necessary for carrying out this Issuance and 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 unanimously decided:

(1) To approve the Company's 22nd (Twenty-Second) issuance of simple, non-convertible, unsecured debentures, in a single series ("Debentures" and "Issuance", respectively), which will be the object of a public offering following the automatic distribution registration procedure, with firm commitment placement, 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 "*Indenture of the 22nd (Twenty-Second) Issuance of Simple, Non-Convertible, Unsecured Debentures, in a Single Series, for Public Distribution, under the Automatic Distribution Registration Procedure, 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 22nd (Twenty-Second) 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 BRL 1,700,000,000.00 (one billion seven hundred million Brazilian reais), on the Issuance Date (as defined below) ("Total Amount of the Issuance");
- (d) **Number of Debentures Issued.** 1,700,000 (one million seven hundred thousand) 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 will be the first Settlement Date (as defined below) 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, head provision, 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 18 (eighteen) 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 and Settlement and Settlement 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 Settlement Date, the settlement price of the Debentures will be the Nominal Unit Value of the Debentures. On any Settlement Date subsequent to the first Settlement Date of the Debentures, the Settlement Price of the Debentures will equal to the Principal Amount of the Debentures, plus the Remuneration accrued thereon, calculated on a pro rata temporis basis from the first Settlement Date up to the date of the relevant settlement ("Settlement Price"). The Debentures will be paid up in cash and in local currency on the Settlement Date. The Debentures may be subscribed with a premium or discount, to be determined at the sole discretion of the Joint Bookrunners (as defined below) at the time of subscription of the Debentures, provided that such premium or discount shall be applied equally to all Debentureholders on each subscription and settlement 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”. The "Settlement Date" is defined as the date on which the first subscription and payment of the Debentures take place.

(m) **Credit Rating.** No credit rating has been or will be assigned to the Debentures in connection with the Offering.

(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) **Allocation of Proceeds from the Debentures.** The Net Proceeds raised by the Company through the settlement of the Debentures, after deducting the costs and expenses incurred in connection with the Issuance, will be used to strengthen the Company's working capital and/or to finance acquisitions

(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 (“Fiduciary Agent”).

(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 subject to a public offering, to be registered under the automatic registration procedure, without prior review by the CVM, pursuant to CVM Resolution 160, with the intermediation of a financial institution that is part of the securities distribution system responsible for the distribution of the Debentures (“Joint Bookrunners”), pursuant to the “*Coordination, Placement and Public Distribution Agreement, under the Firm Placement Guarantee Regime, of Simple, Unsecured, Non-Convertible Debentures, in a Single Series, comprising the 22nd (Twenty-Second) Issuance, under the Automatic Registration Procedure, of Transmissora Aliança de Energia Elétrica S.A.,*” to be executed by and between the Company and the Lead Underwriter (“Distribution Agreement”), with firm commitment placement for the Total Issuance Amount. 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 of Debentures.** The Unit Par Value (or the outstanding balance thereof, as applicable) of the Debentures will accrue interest corresponding to the accumulated variation of 100% (one hundred percent) of the daily average rates of the one-day interbank deposit rate (DI – *Depósito Interfinanceiro*), “over extra-group”, expressed as an annual percentage rate on a 252 (two hundred and fifty-two) Business Days basis, calculated and published daily by B3, plus an exponential spread of 0.40% (forty hundredths of one percent) per annum, on a 252 (two hundred and fifty-two) Business Day Year (“Remuneration”). The calculation of the Remuneration of the Debentures will follow the formula described in the Indenture.

(u) **Payment of Remuneration of the Debentures.** The Remuneration on the Debentures will be payable in a single installment on the Maturity Date (“Interest Payment Date”), except for payments made as a result of an Event of Default, Optional Acquisition of the Debentures, Optional Early Redemption in Whole, Early Redemption Offer and Extraordinary Early Amortization of the Debentures, in each case 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 Remuneration on the Debentures will be payable in a single installment on the Maturity Date, except for payments made as a result of an Event of Default, Optional Acquisition of the Debentures, Optional Early Redemption in Whole, Early Redemption Offer and Extraordinary Early Amortization of the Debentures, in each case 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) **Extraordinary Early Amortization.** Subject to the terms and conditions set forth in the Indenture, the Company may, at its sole discretion, on or after September 3, 2026 (inclusive), make extraordinary early amortizations of the Debentures, provided that prior notice is given to the Debentureholders in accordance with the Indenture, or by written notice addressed to each Debentureholder, with a copy to the Fiduciary Agent, at least 5 (five) Business Days prior to the relevant amortization date ("Extraordinary Early Amortization"). The amount payable by the Company will be equal to the portion of the Principal Amount, or the outstanding balance of the Principal Amount, of the Debentures to be amortized, limited to 98% (ninety-eight percent) of the Principal Amount, plus the applicable Remuneration, calculated on a pro rata temporis basis from the first Settlement Date or the immediately preceding Interest Payment Date, as applicable, accruing on the portion being amortized, together with any applicable Default Interest ("Extraordinary Early Amortization Amount").

(aa) **Optional Early Redemption in Whole.** Subject to the terms and conditions set forth in the Indenture, the Company may, at its sole discretion, on or after September 3, 2026 (inclusive), redeem all of the outstanding Debentures prior to maturity, with the consequent cancellation of such Debentures ("Optional Early Redemption in Whole"). The amount payable in respect of each Debenture subject to the Optional Early Redemption in Whole will be equal to the Principal Amount, or the outstanding balance of the Principal Amount, as applicable, plus the applicable Remuneration, calculated on a pro rata temporis basis from the first Settlement Date or the immediately preceding Interest Payment Date, as applicable, up to the date of the actual payment, together with any applicable Default Interest ("Optional Early Redemption in Whole Amount").

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

(cc) **Optional Acquisition of Debentures.** The Company may, at its sole discretion, subject to the provisions of CVM Resolution No. 77, dated March 29, 2022, as amended ("CVM Resolution 77"), and the other applicable provisions, acquire, at any time, pursuant to Article 55, Paragraph 3, of the Brazilian Law of Corporations, any Debentures from any Debenture holder wishing to sell such Debentures to the Company ("Optional Acquisition of the Debentures"): (a) at a price equal to or lower than the Principal Amount, or the outstanding balance of the Principal Amount, of the Debentures, plus the applicable Remuneration accrued and unpaid up to the acquisition date and, if applicable, any Default

Interest, provided that such acquisition is disclosed in the Company's management report and financial statements; or **(b)** at a price higher than the Principal Amount and/or the outstanding balance of the Principal Amount of the Debentures, plus the applicable Remuneration accrued and unpaid up to the acquisition date and, if applicable, any Default Interest, provided that, in such case, prior to such acquisition, the Company shall send an individual notice to the Debenture holders, with a copy to the Indenture Fiduciary Agent, or publish a notice, in each case in accordance with the procedures to be set forth in the Indenture, subject to Article 19 et seq. of CVM Resolution 77, or any successor regulation issued by the CVM ("Optional Acquisition"). The 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.

(dd) 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 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 Settlement Date of the Debentures or the immediately preceding settlement 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.

(ee) Bookbuilding process. The Joint Bookrunners will conduct the bookbuilding process, without minimum or maximum allocation limits, for the purpose of assessing investor demand for the Debentures ("Bookbuilding").

Process").

(ff) Early Maturity. In accordance with the provisions of the Indenture, the fiduciary agent will declare all obligations set forth in the Indenture to be immediately due and payable upon the occurrence of the events described in the Indenture, subject to any applicable cure periods (each, an "Early Maturity Event").

(gg) 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.

(hh) The other characteristics of the Issuance must be set out in the Indenture.

(2) Authorize the Company's Board of Executive Officers to take any and all actions and execute any and all documents necessary to implement the resolutions hereby approved, including, without limitation, to: **(a)** negotiate and determine the terms and conditions of the Issuance and the Offering; **(b)** execute the following documents, any amendments thereto and any ancillary documents related thereto: **(i)** the Indenture; **(ii)** the Distribution Agreement; and **(iii)** any other documents necessary for the implementation of the Issuance and the Offering; and **(c)** engage the Joint Bookrunners, the Fiduciary Agent, the Bookkeeper, the Settlement Bank (each as defined in the Indenture), legal counsel and such other institutions whose engagement may be necessary for the implementation of the Offering, and determine their respective fees.

(3) To approve 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. Board Members: Reynaldo Passanezi Filho, José Reinaldo Magalhães, Daniel Alves Ferreira, Paulo Gustavo Ganime Alves Teixeira, Michele da Silva Gonsales Torres, Carolina Sánchez Restrepo, Nelson Javier Mesa Palacio, Jaime Enrique Falquez Ortiga, Francisco Martins Codorniz Filho, Denise Lanfredi Tosetti Hills Lopes, Mario Engler Pinto Junior, Celso Maia de Barros and Hermes Jorge Chipp; Secretary: Caroline Rocha Ataíde.

Rio de Janeiro, June 16, 2026.

Reynaldo Passanezi Filho
Chairman

José Reinaldo Magalhães

Daniel Alves Ferreira

Paulo Gustavo Ganime Alves Teixeira

Michele da Silva Gonsales Torres

Carolina Sánchez Restrepo

Nelson Javier Mesa Palacio

Jaime Enrique Falquez Ortiga

Francisco Martins Cordoniz Filho

Denise Lanfredi Tosetti Hills Lopes

Mario Engler Pinto Junior

Celso Maia de Barros

Hermes Jorge Chipp

Caroline Rocha Ataíde
Secretary

(This page is an integral part of the minutes of the special meeting of the Board of Directors of Transmissora Aliança de Energia Elétrica S.A. held on June 16, 2026, at 11:00 a.m.)