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

Publicly held company

## MINUTES OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS HELD ON AUGUST 11, 2023

**DATE, TIME AND PLACE:** The meeting was remotely held on August 11, 2023, at 10:00 a.m., through the Corporate Governance platform used by Transmissora Aliança De Energia Elétrica S.A. ("TAESA" or "Company").

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, Jaime Leôncio Singer, Maurício Dall'Agnese, César Augusto Ramírez Rojas, Fernando Bunker Gentil, Mario Engler Pinto Junior, Celso Maia de Barros, Hermes Jorge Chipp, Ana Milena López Rocha and Gabriel Jaime Melguizo Posada. The executive manager of the Company's Corporate Governance department, Bárbara da Cunha Xavier.

**BOARD:** Reynaldo Passanezi Filho was the chairman of the board and invited me, Bárbara da Cunha Xavier, to act as secretary. Once the the meeting had been opened, the quorum verified and the meeting validly installed, the Directors unanimously approved the drawing up of these minutes in summary form.

**AGENDA:** (1) to approve the issuance of simple, non-convertible, unsecured debentures in up to 3 (three) series, by the Company, totaling R\$800,000,000.00 (eight hundred million reais), and (2) to authorize the Company's Executive Board to take on any and all actions to and execute any and all documents needed to carry out the issuance of debentures.

**RESOLUTIONS TAKEN:** When asked about any conflict of interest with the item on the agenda, except For Ana Milena López Rocha, who declared herself to be in a conflict of interest and abstained from voting, all other directors replied to be none. The members of the Board of Directors then decided by majority:

(1) To approve the 14th (fourteenth) issuance of simple, non-convertible, unsecured debentures in up to 3 (three) series, of the Company (<u>"Issuance"</u>), which will go up for public offering following the automatic distribution registration procedure, under the firm placement guarantee regime, pursuant to the Securities and Exchange Commission ("CVM", locally) Resolution 160, of July 13, 2022, as amended (<u>"CVM Resolution 160</u>"), and other applicable legal provisions and regulations (<u>"Offering"</u>), which will be

formalized under the terms of the "Indenture of the 14th (Fourteenth issuance) of Simple Non-Convertible Unsecured Debentures in Up to 3 (Three) Series, for Public Distribution, of Transmissora Aliança de Energia Elétrica S. A." ("Indenture" or "Indenture of debentures") which is to meet, among others, the following characteristics:

- (a) **Number of Issuance.** This is the Company's 14th (fourteenth) issuance of debentures:
- (b) Number of Series. The Issuance will be carried out in up to 3 (three) series. Each series and the quantity of Debentures of each series will be defined in a Communicating Vessels System (as defined below), according to the Bookbuilding Procedure (as defined below). The first series is to be composed of the Debentures of the first series ("Debentures of the First Series"), the second series comprising the debentures of the second series ("Debentures of the Second Series") and the third series comprising the debentures of the third series ("Debentures of the Third Series" and, together with the First Series Debentures and the Second Series Debentures, the "Debentures");
- (c) Total Amount of the Issuance The issuance will total R\$800,000,000.00 (eight hundred million reais), on the Issuance Date (as defined below) ("Total Amount of the Issuance");
- (d) Number of Debentures. Eight hundred thousand (800,000) Debentures will be issued ("<u>Total Number of Debentures</u>"). The number of Debentures to be issued in each series will be defined in a Communicating Vessels System following the Bookbuilding Procedure. An amendment to the Indenture, will ratify the number of Debentures allocated to each series, without the need for a Company's new corporate approval nor a special meeting of debenture holders;
- (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");
- **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");
- **Yield Start Date** For all legal purposes and effects, the yield starts dates of the first Payment Date (as defined below) of the respective series;
- **(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 Law No. 6404, of December 15, 1976, as amended ("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. The maturity of the Debentures will be as follows:
  - (i) **Debentures of the First Series.** Following the provisions of the Indenture, the Debentures of the First Series will mature in ten (10) years as of the Date of Issuance ("Maturity Date of the Debentures of the First Series");
  - (ii) **Debentures of the Second Series.** Following the provisions of the Indenture, the Debentures of the Second Series will mature in ten (12) years as of the Date of Issuance ("Maturity Date of the Debentures of the Second Series");
  - (iii) **Debentures of the Third Series.** Following the provisions of the Indenture, the Debentures of the Third Series will mature in ten (15) years as of the Date of Issuance ("Maturity Date of the Debentures of the Third Series");
- (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;
- (I) Top Priority Infrastructure Projects of the Brazilian Ministry of Mines and Energy ("MME") Article 2 of Law 12,431, Decree 8,874, National Monetary Council ("CMN", locally) Resolution 5,034 of July 21, 2022, CMN Resolution 4,751 of September 26, 2019 ("CMN Resolution 4.751") or any subsequent rules that amend, replace or supplement them, provides incentive for these Debentures. All the funds raised in the Debenture Issuance will be used to cover expenses

already incurred and/or to be incurred regarding the Novatrans Project, the Ananaí Project, the Pitiguari Project, and the Saíra Project (according to what is to be defined in the Indenture), in view of the classification of the Projects as priority projects by the Ministry of Mines and Energy ("MME") following the respective MME Ordinances, (i) No. 1. 961, of February 27, 2023, published in the Federal Official Gazette ("DOU") on March 6, 2023; (ii) No. 1,304, of April 13, 2022, published in the DOU on April 14, 2022; (iii) No. 1,853, of December 19, 2022, published in the DOU on December 20, 2022; and (iv) No. 2,295, of June 15, 2023, published in the DOU on June 16, 2023;

- Form of Subscription and Payment and Payment Price. The Debentures will (m) 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 CVM Resolution 160, subject to the Distribution Plan (to be defined in the Indenture). The payment price of the Debentures (i) on the first Payment Date of each series, will be the Nominal Unit Value of the respective series; and (ii) on the Payment Dates of each series subsequent to the first Payment Date of each series, will be the Updated Nominal Unit Value of the Debentures (as defined below) of the respective series, as the case may be, plus the Remuneration of the respective series, calculated pro rata temporis as of the first Payment Date of each series until the date of the effective payment of the respective series ("Payment Price"), and may also, on any Payment Date, be subscribed with a premium or discount, as defined by the Managers (as defined below) in agreement with the Company, as may be defined in the Debenture subscription agreement. It should be noted that, if applicable, the premium or discount, as the case may be, will be applied on equal terms to all investors on each Payment Date of the respective series. 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.
- (n) Risk Rating. Fitch Ratings Brasil Ltda. ("Rating Agency") will be hired as the rating agency for these Debentures. During the term of the Debentures, this Risk Rating Agency will be in charge of updating the rating of the Company's Debentures;
- (o) 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 (as defined below). 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;

- (p) Allocation of Proceeds. Pursuant to article 2, paragraph 1, of Law No. 12,431 and Decree No. 8,874, 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 Novatrans Project, the Ananaí Project, the Pitiguari Project and the Saíra Project;
- **(q) Fiduciary Agent.** Pentágono S.A. Distribuidora de Títulos e Valores Mobiliários, a financial institution, with is principal place of business in the city and state of Rio de Janeiro, at Avenida das Américas, nº 4.200, bloco 8, ala B, salas 302, 303 e 304, Barra da Tijuca, CEP 22.640-102, enrolled with the National Register of Corporate Taxpayers CNPJ under nº 17.343.682/0001-38 ("<u>Fiduciary Agent</u>") will be appointed in the Indenture as the representative of the interests of the Debenture Holders, under the terms of the Brazilian Law of Corporations;
- (r) Settling and Bookkeeping Bank. Banco Bradesco S.A., a financial institution with is principal place of business in the city of Osasco, State of São Paulo, at Núcleo Cidade de Deus, s/n, Vila Yara, CEP 06.029-900, enrolled with the National Register of Corporate Taxpayers CNPJ under No. 60.746.948/0001-12 ("Liquidating Bank" and "Bookkeeper"), will provide the services of liquidating bank and bookkeeper;
- **(s)** 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 financial institutions that are members of the securities distribution system responsible for distributing of the ("Coordinators"). One institution is to be called the lead coordinator ("Lead Coordinator"), pursuant to the "Agreement for the Coordination, Placement and Public Distribution, under the Firm Placement Guarantee Regime, of Simple, Unsecured, Non-Convertible Debentures in Up to Three (3) Series of the Fourteenth (14th) Issue 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;
- (t) Bookbuilding Procedure. In compliance with the terms of article 61 of CVM Resolution 160, the bookbuilding procedure will be used by the Coordinators together with the Company to collect investment intentions, without minimum or maximum lots, to define (i) the existence of each of the series; (ii) the number of Debentures to be issued in each series; and (iii) the final rate of Remuneration ("Bookbuilding Procedure"). The allocation of the Debentures among the First

Series of Debentures, the Second Series of Debentures and the Third Series of Debentures will be carried out through a communicating vessels system, i.e. the allocation of the total number of Debentures among the First Series, the Second Series and the Third Series of Debentures, if issued, will be defined according to the Bookbuilding Procedure, observing that (1) one or two of the series may not be issued, in which case the Issuance will be carried out in a single series or in two series; and (2) the sum of the Debentures of the First Series, the Second Series and the Third Series shall not exceed the Total Amount of the Issuance ("Communicating Vessels System");

- (u) Monetary restatement of the Debentures. Monetary restatement of the Debentures will be as follows:
  - Monetary restatement of the Debentures of the First Series. The (u.1)Nominal Unit Value of the Debentures of the First Series or the balance of the Nominal Unit Value of the Debentures of the First Series, 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 of the First Series up to the date of their effective payment. The updated result will be incorporated into the Nominal Unit Value of the Debentures of the First Series or the balance of the Nominal Unit Value of the Debentures of the First Series, as the case may be, in an automatic fashion ("Monetary Update of the Debentures of the First Series" and "Updated Nominal Unit Value of the Debentures of the First Series", respectively), in accordance with the formula to be provided for in the Indenture;
  - (u.2) Monetary restatement of the Debentures of the Second Series. The Nominal Unit Value of the Debentures of the Second Series or the balance of the Nominal Unit Value of the Debentures of the Second Series, 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 of the First Series up to the date of their effective payment. The updated result will be incorporated into the Nominal Unit Value of the Debentures of the Second Series or the balance of the Nominal Unit Value of the Debentures of the Second Series, as the case may be, in an automatic fashion ("Monetary Update of the Debentures of the Second Series" and "Updated Nominal Unit Value of the Debentures

- of the Second Series", respectively), in accordance with the formula to be provided for in the Indenture;
- Monetary restatement of the Debentures of the Third Series. The (u.3)Nominal Unit Value of the Debentures of the Third Series or the balance of the Nominal Unit Value of the Debentures of the Third Series, 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 of the Third Series up to the date of their effective payment. The updated result will be incorporated into the Nominal Unit Value of the Debentures of the Third Series or the balance of the Nominal Unit Value of the Debentures of the Third Series, as the case may be, in an automatic fashion ("Monetary Update of the Debentures of the Third Series" and "Updated Nominal Unit Value of the Debentures of the Third Series", respectively), in accordance with the formula to be provided for in the Indenture;

## (v) Remuneration

- (v.1) Remuneration of the Debentures of the First Series. The updated Nominal Unit Value of the First Series Debentures will bear interest corresponding to a certain percentage per year, based on 252 (two hundred and fifty-two) Business Days, 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, maturing on September 15, 2032 (NTN-B-32), 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 Procedure, plus exponentially 0.50% (fifty hundred percent) per annum, based on 252 (two hundred and fifty-two) Business Days; or (ii) 5.80% (five integers eighty one hundredths percent) per annum, based on 252 (two hundred and fifty two) Business Days ("Remuneration of the Debentures of the First Series"), according to the formula provided for in the Indenture;
- (v.2) **Remuneration of the Debentures of the Second Series.** The updated Nominal Unit Value of the Second Series Debentures will bear interest corresponding to a certain percentage per year, based on 252 (two hundred and fifty-two) Business Days, 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, maturing on September 15, 2035 (NTN-B-35), 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 Procedure, plus exponentially 0.60% (fifty hundred percent) per annum, based on 252 (two hundred and fifty-two) Business Days; or (ii) 5.90% (five integers eighty one hundredths percent) per annum, based on 252 (two hundred and fifty two) Business Days ("Remuneration of the Debentures of the Second Series"), according to the formula to be provided for in the Indenture;

- **Remuneration of Debentures of the Third Series.** The updated Nominal (v.3)Unit Value of the Third Series Debentures will bear interest corresponding to a certain percentage per year, based on 252 (two hundred and fifty-two) Business Days, 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, maturing on September 15, 2035 (NTN-B-35), 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 Procedure, plus exponentially 0.70% (fifty hundred percent) per annum, based on 252 (two hundred and fifty-two) Business Days; or (ii) 6.05% (five integers eighty one hundredths percent) per annum, based on 252 (two hundred and fifty two) Business Days ("Remuneration of the Debentures of the Third Series"), and together with the Remuneration of the First Series Debentures and Remuneration of the Second Series Debentures, "Remuneration"), according to the formula to be provided in the Indenture;
- (w) **Payment of Remuneration.** The Remuneration will be paid as follows:
  - (w.1) Payment of Remuneration of the Debentures of the First Series. The First Series Debentures will be paid semi-annually, in accordance with the table to be described in the Indenture (a "First Series Debenture Remuneration Payment Date" for each), except for payments related to Early Maturity Events (as defined below), Optional Acquisition (as defined below) with cancellation of all Debentures and Early Redemption Offer (as defined below), pursuant to the terms of the Indenture;
  - (w.2) **Payment of Remuneration of the Debentures of the Second Series.** The Second Series Debentures will be paid semi-annually, in accordance with the table to be described in the Indenture (a "Second Series Debenture")

<u>Remuneration Payment Date</u>" for each), except for payments related to Early Maturity Events (as defined below), Optional Acquisition (as defined below) with cancellation of all Debentures and Early Redemption Offer (as defined below), pursuant to the terms of the Indenture;

- (w.3) Payment of Remuneration of Debentures of the Third Series. The Third Series Debentures will be paid semi-annually, in accordance with the table to be described in the Indenture (a "Third Series Debenture Remuneration Payment Date" for each), except for payments related to Early Maturity Events (as defined below), Optional Acquisition (as defined below) with cancellation of all Debentures and Early Redemption Offer (as defined below), 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.
  - (y.1) Payment of the Amortization of the Debentures of the First Series. The Discounted Nominal Unit Value of the Debentures of the First Series will be amortized in a single installment equivalent to the Discounted Nominal Unit Value of the Debentures of the First Series, on a single date, i.e., on the Maturity Date of the Debentures of the First Series, except for payments as a result of Early Maturity Events, Optional Acquisition with cancellation of all Debentures and Early Redemption Offer, as provided for in the Indenture;
  - (y.2) Payment of the Amortization of the Debentures of the Second Series. The Discounted Nominal Unit Value of the Debentures of the Second Series will be amortized in a single installment equivalent to the Discounted Nominal Unit Value of the Debentures of the Second Series, on a single date, i.e., on the Maturity Date of the Debentures of the Second Series, except for payments as a result of Early Maturity Events, Optional Acquisition with cancellation of all Debentures and Early Redemption Offer, as provided for in the Indenture;
  - (y.3) **Payment of the Amortization of the Debentures of the Third Series.** The Updated Nominal Unit Value of the Debentures of the Third Series will be amortized in 3 (three) installments, (i) the first in 2036, accounting for 33.3333% (thirty-three integers and three thousand, three hundred and thirty-three tenths of a thousandth of a percent) of the Discounted Nominal Unit Value of the Debentures of the Third Series, (ii) the second in 2037,

accounting for 50.0000% (fifty percent) of the Discounted Nominal Unit Value of the Debentures of the Third Series, and (iii) the third on the Maturity Date of the Debentures of the Third Series, accounting for 100.0000% (one hundred percent) of the Discounted Nominal Unit Value of the Debentures of the Third Series, subject to payments as a result of Early Maturity Events, Optional Acquisition with cancellation of all Debentures and Early Redemption Offer, as provided for in 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)** Early Amortization. The Debentures are not subject to early amortization;
- (cc) Optional Early Redemption. The Debentures are not subject to total or partial optional early redemption;
- (dd) Optional Acquisition of Debentures. Subject to the provisions of CVM Resolution 77 of March 29, 2022 ("CVM Resolution 77"), the Company may, at its sole discretion, after two (2) years as of the Issuance Date or such shorter period as may be 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, to acquire Debentures. It can pay an amount equal to or less than the Updated 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");

- (ee) Early Redemption Offer. If following the CMN rules and the applicable laws and regulations, the Company may, at its sole discretion, make an offer for the early redemption of the Debentures of the respective series or of all of the Debentures (since the offer for partial early redemption of each Series of Debentures subject to the redemption offer is prohibited), provided that the period indicated in item I of article 1 of CMN Resolution 4,751 or any other period authorized by the applicable laws and regulations has already elapsed ("Optional Early Redemption Offer") In this case, the Optional Early Redemption Offer may be carried out by the Company, at its sole discretion, and will cover all the Debentures or all the Debentures of the respective Series, observing that the Optional Early Redemption Offer may cover one, two or all three Series, and will be addressed to all the Debenture Holders or to all the Debenture Holders of the respective Series, without distinction, ensuring equal conditions for all Debenture Holders or all Debenture Holders of the respective Series, as the case may be, to accept the Optional Early Redemption Offer of the Debentures they hold, in accordance with the terms and conditions to be set forth in the Indenture, subject to CMN Resolution 4. 751 or otherwise, provided that this is permitted by the rules issued by the CMN and by the applicable legislation and regulations;
- **(ff) 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); and
- (gg) 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 (i) execute the following documents, any amendments thereto and documents deriving therefrom: (a) Indenture; (b) Distribution Agreement; (c) an amendment to the Indenture reflecting what comes out of the Bookbuilding Procedure; (d) any other documents needed for the Issuance and the Offering; and (ii) hire any Coordinators, a Fiduciary Agent, a Bookkeeper, a Settling Bank, a Risk Rating Agency, a market maker, any legal advisors, a specialized consultancy of NINT - Natural Intelligence Ltda. and any other institutions for carrying out the Offering, negotiating the respective fees.

**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 (a.a.). Secretary: Bárbara da Cunha Xavier. Directors: Reynaldo Passanezi Filho, José Reinaldo Magalhães, Reinaldo Le Grazie, Jaime Leôncio Singer, Maurício Dall'Agnese, César Augusto Ramírez Rojas, Fernando Bunker Gentil, Mario Engler Pinto Junior, Celso Maia de Barros, Hermes Jorge Chipp and Gabriel Jaime Melguizo Posada.

Rio de Janeiro, August 11, 2023.

Bárbara da Cunha Xavier
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 August 11, 2023.)