



**CTEEP – Companhia de Transmissão de Energia Elétrica Paulista  
Publicly Held Company**

Corporate Taxpayer ID  
(CNPJ): 02.998.611/0001-04  
Company Registry (NIRE):  
35.3.0017057-1

**Extract from the Minutes of the Board of Directors Meeting no.  
01/2024**

**Date, Time and Place:** Held in hybrid mode on February 8, 2024, at 9 a.m., having as reference the headquarters of CTEEP - Companhia de Transmissão de Energia Elétrica Paulista ("Company") located at Avenida das Nações Unidas, nº 14.171, Torre C - Crystal, 7º andar, Vila Gertrudes, CEP 04794-000, in the city and state of São Paulo.

**Call Notice:** Call notice was sent by the Chairman of the Board of Directors, pursuant to Federal Law 6,404, of December 15, 1976, as amended ("Brazilian Corporations Law") and the Bylaws of the Company.

**Attendance:** All the directors of the Company, namely: Gustavo Carlos Marin Garat, César Augusto Ramírez Rojas, Gabriel Jaime Melguizo Posada, Daniel Isaza Bonnet, Sebastián Castañeda Arbeláez, César Augusto Arias Hernández, Orivaldo Luiz Pellegrino and Elio Gil de Meirelles Wolff, the latter duly represented by the Chairman of the Board, Gustavo Carlos Marin Garat, to cast vote on each of the items of the agenda.

**Presiding Board:** Gustavo Carlos Marin Garat - Chairman; and Carlos José da Silva Lopes - Secretary. After the quorum was verified and the meeting called to order, the directors approved the drawing up of these minutes in summary form. The Chairman of the Board asked if any of those present was in a situation of conflict of interests regarding the topics to be discussed at the meeting and they denied having any conflict in any matter.

**Agenda:**

**(i)** holding the fifteenth (15th) issue of non-convertible, unsecured debentures in up to three series, of the Company ("Issue" and "Debentures," respectively), through public distribution with automatic registration, pursuant to Federal Law 6,385, of December 7, 1976, as amended ("Securities Market Law"), Resolution 160 issued by the Securities and Exchange Commission of Brazil ("CVM") on July 13, 2022, as amended ("CVM Resolution 160"), the "*ANBIMA Code of Self-Regulation and Best Practices for Structuring, Management and Distribution of Public Offerings and Acquisition of Securities*" as effective on this date ("ANBIMA Code") and other applicable laws and regulations ("Offering"), under the firm



placement guarantee basis for the initial Issue amount;

**(ii)** authorizing the Board of Executive Officers of the Company and other legal representatives to take any and all measures required to carry out the Issue and the Offering, including, but not limited to: (a) negotiating and signing any and all documents required to consummate the Offering and the Issue, including, but not limited to, the *“Private Indenture of the Fifteenth (15th) Issue of non-convertible, unsecured debentures, in up to three series, for public distribution, of CTEEP – Companhia de Transmissão de Energia Elétrica Paulista,”* to be entered into between the Company and the Trustee (as defined below) (*“Indenture”*), as well as any amendments thereto, and the Distribution Agreement (as defined below) and any amendments thereto; (b) negotiating all other terms and conditions that may apply to the Issue and the Offering, including, but not limited to, preparing, together with the Managers (as defined below), the Distribution Plan (as defined below), as well as contracting (i) the Managers (as defined below), (ii) the legal advisors of the Offering, (iii) the Trustee (as defined herein), (iv) the Settlement Agent (as defined herein) and the Transfer Agent (as defined below), (v) the risk rating agency for the Offering, (vi) B3 S.A. – Brasil, Bolsa, Balcão (*“B3”*), and (vii) all other service providers required to carry out the Issue and the Offering, setting their respective fees; and (c) taking any and all actions necessary to implement the matters decided herein, defining and approving the content of the documents related to the Issue and the Offering, and signing the documents necessary for their execution, as well as any respective amendments, including, but not limited to, the publication and registration of corporate documents with competent authorities and the implementation of necessary measures at CVM, B3, ANBIMA or any other bodies or government agencies, which are required to carry out the Issue and the Offering;

**(iii)** ratifying all the actions already taken by the Board of Executive Officers of the Company and other legal representatives related to the Issue and the Offering.

**(iv)** choosing and contracting Independent External Auditor

**Resolutions:** The Board of Directors of the Company approved, unanimously and without reservations, the following:

**(i)** the holding of the Issue and Offering by the Company under the following terms and conditions:

**(a) Issue Number.** The Issue represents the fifteenth (15th) issue of debentures of the Company;

**(b) Total Issue Amount.** The total Issue amount will initially be one billion and one hundred ninety-five million reais (R\$1,195,000,000.00) on the Issue Date (*“Total Issue Amount”*), subject to the Greenshoe Option (as defined below), of which: (i) six hundred eighty-five million reais



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(R\$685,000,000.00) in the First Series (as defined below); and (ii) the amount of the Second Series and the Third Series (as defined below) defined according to demand for Debentures, in accordance with the Communicating Vessels System (as defined below), as calculated in Bookbuilding Process (as defined below), and subject to the Minimum Amount of the Debentures of the Second Series (as defined below) and the Minimum Amount of the Debentures of the Third Series (as defined below). After consulting the Managers, the Company may opt to increase the number of Debentures to be issued in the Second Series ("Debentures of the Second Series") and in the Third Series ("Debentures of the Third Series") by up to eight hundred thousand (800,000) Debentures, in the amount of eight hundred million reais (R\$800,000,000.00), such that the Total Issue Amount would be up to one billion and nine hundred ninety-five million reais (R\$1,995,000,000.00), upon full or partial exercise of the Greenshoe Option, as per article 50 of CVM Resolution 160, without the need to request the registration of a new Offering with the CVM or B3 or change the terms of Issue and/or Offering ("Greenshoe Option"). The Debentures arising from the full or partial exercise of the Greenshoe Option may be allocated in the Second Series (as defined below) and in the Third Series (as defined below), or both, in accordance with the Communicating Vessels System (as defined below), as calculated in Bookbuilding Process (as defined below), and will be distributed by the Managers under the best-efforts placement regime, according to terms and conditions provided for in the Distribution Agreement (as defined below) and in the Indenture;

**(ii) Number of Debentures.** Subject to the Greenshoe Option, initially, one million and one hundred ninety-five thousand (1,195,000) Debentures will be issued, of which: (i) six hundred eighty-five thousand (685,000) Debentures in the First Series ("Debentures of the First Series"); (ii) at least four hundred thousand (400,000) Debentures of the Second Series ("Minimum Amount of the Debentures of the Second Series"); and (iii) at least one hundred ten thousand (110,000) Debentures of the Third Series ("Minimum Amount of the Debentures of the Third Series");

**(d) Number of Series.** The Issue will be carried out in up to three (3) series ("First Series", "Second Series" and "Third Series" and, jointly and indistinctly, "Series"), under the Communicating Vessels System (as defined below), and the number of Debentures to be allocated in the Second Series and in the Third Series will be defined in accordance with the Bookbuilding procedure (as defined below), in accordance with terms and conditions envisaged in the Indenture.

According to the Communicating Vessels System and subject to the terms of the Indenture, the number of Debentures issued in each series must



be deducted from the total amount of Debentures, which will define the number of Debentures to be allocated in the Second Series and in the Third Series, such that the sum of Debentures allocated in each Series corresponds to the total number of Debentures of the Issue ("Communicating Vessels System"). The Debentures will be allocated in the Second Series and/or Third Series, to meet the demand assessed during the Bookbuilding Process (as defined below). Except for the express references to the Debentures of the First Series, the Debentures of the Second Series or the Debentures of the Third Series, all references to Debentures will be understood as references to the Debentures of the First Series, the Debentures of the Second Series and the Debentures of the Third Series jointly;

- (e) Nominal Unit Value.** The Nominal Unit Value of the Debentures on the Issue Date (as defined below) will be one thousand reais (R\$1,000.00) ("Nominal Unit Value");
- (f) Form and Proof of Ownership.** The Debentures will be registered and book-entry, without the issue of certificates and, for all legal purposes, the ownership of Debentures will be proven by means of a statement issued by the Transfer Agent (as defined below) and, additionally, for Debentures held in electronic custody at B3, B3 will issue a statement in the name of the Debentureholder, which will serve as proof of ownership of said Debentures;
- (g) Trustee.** Oliveira Trust Distribuidora de Títulos e Valores Mobiliários S.A., a financial institution authorized by the Central Bank of Brazil ("BACEN") to operate, with domicile at Rua Joaquim Floriano, nº 1.052, 13º andar, sala 132 Parte, Itaim Bibi, CEP 04534-004, in the city and state of São Paulo, inscribed in the corporate taxpayers register (CNPJ/ME) under no. 36.113.876/0004-34, will be the trustee for the Issue, representing the Debentureholders ("Trustee" and "Debentureholders," respectively);
- (h) Settlement Agent.** The settlement agent for the Issue will be Oliveira Trust Distribuidora de Títulos e Valores Mobiliários S.A., a financial institution organized as a corporation, with registered office at Avenida das Américas, nº 3.434, Condomínio Mário Henrique Simonsen, CEP 22640-102, in the city and state of Rio de Janeiro, inscribed in the corporate taxpayers register (CNPJ/ME) under no. 36.113.876/0001-91 ("Settlement Agent");
- (i) Transfer Agent.** The transfer agent for the Issue will be Oliveira Trust Distribuidora de Títulos e Valores Mobiliário S.A, identified in item (h) above ("Transfer Agent");



- (j) **Convertibility and Exchangeability.** The Debentures will be unsecured, non-convertible into shares of the Company and not exchangeable for shares of any other company;
- (k) **Type.** The Debentures will be unsecured, pursuant to article 58, head paragraph of the Brazilian Corporations Law;
- (l) **Issue Date.** For all legal purposes, the date of issue of the Debentures will be that specified in the Indenture ("Issue Date");
- (m) **Placement and Distribution Procedure.** The Debentures issue will be in the form of public distribution with automatic registration, in accordance with the Securities Market Law, CVM Resolution 160, the ANBIMA Code and other applicable laws and regulations, under the firm placement guarantee basis for the initial Issue amount of one billion and one hundred ninety-five million reais (R\$1,195,000,000.00), individually and not jointly by the financial institutions that are members of the securities distribution system engaged by the Company to manage and intermediate the Offering ("Managers"), pursuant to the "*Agreement for the Structuring, Management and Public Distribution of Non-Convertible, Unsecured Debentures in up to Three Series, of the Fifteenth (15th) Issue of CTEEP – Companhia de Transmissão de Energia Elétrica Paulista,*" to be signed by the Company and the Managers ("Distribution Agreement"), in accordance with the Distribution Plan (as defined below). If issued, the Debentures subject to exercise of the Greenshoe Option will be distributed on a best placement effort basis); The Offering will be intermediated by the Managers, in accordance with the Distribution Agreement, under the Distribution Plan, and may involve the participation of other financial institutions – not classified as Managers –, which are authorized to operate in the capital markets to offer the Debentures to potential investors and clients and will sign the statement of adherence to the Distribution Agreement with the Lead Manager, as per article 83 of CVM Resolution and in accordance with the Distribution Agreement;
- (n) **Distribution Plan.** The Managers will organize the distribution and placement of Debentures in accordance with the distribution plan prepared as per article 49 of CVM Resolution 160 ("Distribution Plan"), in order to ensure: (i) that Investors of the Offering (as defined below) are treated equitably; and (ii) that the investment is adequate for the risk profile of the target public of the Offering. Other terms and conditions of the Distribution Plan not described in the Indenture will be described in the Distribution Agreement and other documents related to the Offering. The Offering will not have placement efforts abroad. The Distribution Plan was prepared by the Managers jointly with the Company, taking into account their relations with investors and other commercial or strategic



issues of the Managers and the Company;

- (o) **Partial Distribution.** Partial distribution of the Debentures is not permitted.
- (p) **Target Public of the Offering.** The target public of the Offering will be Professional Investors, considering their risk profile, subject to the Distribution Plan envisaged in the Distribution Agreement ("Investors of the Offering" or "Target Public");
- (q) **Bookbuilding Process.** The Managers will carry out the bookbuilding process, pursuant to articles 61 and 62 of CVM Resolution 160, and receiving reservations from investors, without any minimum or maximum lots, to verify with Investors of the Offering the demand for Debentures, and define: (i) the Total Issue Volume, considering the partial or full exercise of the Greenshoe Option; (ii) the final number of Debentures to be issued and allocated in the Second Series and in the Third Series, in accordance with the Communicating Vessels System, and considering the partial or full exercise of the Greenshoe Option; and (iii) the final Interest on Debentures of each Series ("Bookbuilding Process").
- (r) **Deposit for Distribution and Trading.** The Debentures will be deposited for: (i) distribution in the primary market via the Asset Distribution Module ("MDA"), managed and operated by B3, with financial settlement made by B3; and (ii) trading in the secondary market through CETIP21 – Securities, managed and operated by B3, and the Debentures will be held in electronic custody at, and financial settlement made by, B3;
- (s) **Form of Subscription, Payment and Payment Price.** The Debentures will be subscribed to and paid up in cash, on each subscription date (each date on which the Debentures are subscribed to and paid is a "Payment Date"), upon subscription, through the MDA, in local currency, at the Nominal Unit Value, if the payment of Debentures occurs on the first Payment Date of the respective series ("First Payment Date"), under the settlement standards applicable to B3. If the payment of Debentures occurs on more than one date as from the First Payment Date of the respective series, the subscription and payment price of the Debentures will be the Updated Nominal Unit Value of the Debentures of the respective series plus the respective Interest, calculated on a *pro rata temporis* basis from the First Payment Date of the respective series (inclusive) to effective payment ("Payment Price"). The Debentures may be placed at a premium or discount, to be defined at the sole discretion of Managers, and by mutual agreement, if applicable, at the time of subscribing to the Debentures, provided said premium or discount is



applied equally to all the paid Debentures of the same series and on the same Payment Date;

- (t) Use of Proceeds.** The entire Net Proceeds (as defined below) raised by the Company through the Debentures of the First Series will be fully used exclusively to make investments and/or reimburse the costs or expenses related to lots 1 and 7 of the Transmission Auction 001/2023 of the Brazilian Electricity Regulatory Agency (ANEEL). The entire Net Proceeds (as defined below) raised by the Company through the Debentures of the Second Series and of the Third Series will be used to refinance the Company's debt and rebuild its cash position. For the purposes of this item, "Net Proceeds" means the Total Issue Amount excluding costs and expenses incurred to carry out the Issue and the Offering ("Net Proceeds");
- (u) Duration and Maturity Date.** Except for the early maturity events of the obligations arising from the Debentures, early redemption of the Debentures as a result of Optional Early Redemption (as defined below), Early Redemption Tender Offer (as defined below) (involving the redemption of all Debentures) or Optional Acquisition with Cancellation (as defined below), under the terms of the Indenture: (i) the Debentures of the First Series will mature in five (5) years from the Issue Date ("Maturity Date of First Series"); (ii) the Debentures of the Second Series will mature in seven (7) years from the Issue Date ("Maturity Date of Second Series"); and (iii) the Debentures of the Third Series will mature in ten (10) years from the Issue Date ("Maturity Date of Third Series" and, jointly with the Maturity Date of First Series and the Maturity Date of Second Series, the "Maturity Dates");
- (v) Inflation Adjustment on the Debentures.** The Nominal Unit Value or the balance of Nominal Unit Value, as applicable, will not be adjusted for inflation;
- (w) Amortization of Nominal Unit Value of Debentures of the First Series.** Except for early maturity events of the obligations arising from the Debentures, early redemption of the Debentures as a result of Optional Early Redemption (as defined below), Early Redemption Tender Offer (as defined below) (involving the redemption of all Debentures of the First Series) or Optional Acquisition with Cancellation (as defined below), as per the Indenture, the Nominal Unit Value or the balance of Nominal Unit Value of the Debentures of the First Series will be amortized in a single installment on the Maturity Date;
- (x) Amortization of Nominal Unit Value of Debentures of the Second Series.** Except for early maturity events of the obligations arising from

the Debentures, early redemption of the Debentures as a result of Optional Early Redemption (as defined below), Early Redemption Tender Offer (as defined below) (involving the redemption of all Debentures of the Second Series) or Optional Acquisition with Cancellation (as defined below), as per the Indenture, the Nominal Unit Value or the balance of Nominal Unit Value of the Debentures of the Second Series will be amortized in two (2) annual and consecutive installments, starting the sixth (6th) year from the Issue Date (inclusive), with the first payment due on date indicated in the Indenture and the last payment on the Maturity Date of Second Series, as per the Indenture (each one referred to as an "Amortization Date of the Second Series");

- (y) Amortization of Nominal Unit Value of Debentures of the Third Series.** Except for early maturity events of the obligations arising from the Debentures, early redemption of the Debentures as a result of Optional Early Redemption (as defined below), Early Redemption Tender Offer (as defined below) (involving the redemption of all Debentures of the Third Series) or Optional Acquisition with Cancellation (as defined below), as per the Indenture, the Nominal Unit Value or the balance of Nominal Unit Value, as applicable, of the Debentures of the Third Series will be amortized in three (3) annual and consecutive installments, starting the eighth (8th) year from the Issue Date (inclusive), always on the dates indicated in the Indenture, with the last payment due on the Maturity Date of Third Series, as per the Indenture (each one referred to as an "Amortization Date of the Third Series");
- (z) Interest on Debentures of the First Series.** On the Nominal Unit Value or the balance of Nominal Unit Value, as applicable, of Debentures of the First Series, the compensatory interest shall correspond to the cumulative variation of one hundred percent (100%) of the average daily Interbank Deposit (DI) rate for one day, "over extra group", expressed as a percentage per year of two hundred fifty-two (252) Business Days, as calculated and published daily by B3 in the daily report available on its website (<http://www.b3.com.br>) ("DI Rate"), plus a spread of at maximum zero point eight three percent (0.83%) per year of two hundred fifty-two (252) Business Days ("First Series Spread" and "First Series Interest," respectively);
- (aa) Interest on Debentures of the Second Series.** On the Nominal Unit Value or the balance of Nominal Unit Value, as applicable, of Debentures of the Second Series, the compensatory interest shall correspond to the cumulative variation of DI Rate, plus a spread of at maximum one percent (1.00%) per year of two hundred fifty-two (252) Business Days ("Second Series Spread" and "Second Series Interest," respectively);





**(bb) Interest on Debentures of the Third Series.** On the Nominal Unit Value or the balance of Nominal Unit Value, as applicable, of Debentures of the Third Series, the compensatory interest shall correspond to the cumulative variation of DI Rate, plus a spread of at maximum one point two zero percent (1.20%) per year of two hundred fifty-two (252) Business Days ("Third Series Spread" and "Third Series Interest," respectively) (the Third Series Spread, jointly with the First Series Spread and the Second Series Spread, will be referred to as "Spread") (the Third Series Interest, jointly with First Series Interest and Second Series Interest, will be referred to as "Interest"). The Interest on Debentures will be calculated exponentially and cumulatively, on a *pro rata temporis* basis, from the First Payment Date of the respective Series or the immediately prior Interest Payment Date of the respective Series, as applicable (inclusive), based on compound interest on the Business Days elapsed to the date of effective payment (exclusive), based on the formula envisaged in the Indenture;

**(cc) Payment of Interest on Debentures of the First Series.** Except for the early maturity events of the obligations arising from the Debentures, early redemption of the Debentures as a result of Optional Early Redemption (as defined below), Early Redemption Tender Offer (as defined below) (involving the redemption of all Debentures of the First Series) or Optional Acquisition with Cancellation (as defined below), under the terms of the Indenture, the First Series Interest will be paid half-yearly, starting the Issue Date, on the dates indicated in the Indenture, with the last payment on the Maturity Date of First Series, according to table in the Indenture (each interest payment date is a "Payment Date of the First Series Interest");

**(dd) Payment of Interest on Debentures of the Second Series.** Except for the early maturity events of the obligations arising from the Debentures, early redemption of the Debentures as a result of Optional Early Redemption (as defined below), Early Redemption Tender Offer (as defined below) (involving the redemption of all Debentures of the Second Series) or Optional Acquisition with Cancellation (as defined below), under the terms of the Indenture, the Second Series Interest will be paid half-yearly, starting the Issue Date, on the dates indicated in the Indenture, with the last payment on the Maturity Date of Second Series, according to table in the Indenture (each interest payment date is a "Payment Date of the Second Series Interest");

**(ee) Payment of Interest on Debentures of the Third Series.** Except for the early maturity events of the obligations arising from the Debentures, early redemption of the Debentures as a result of Optional Early Redemption (as defined below), Early Redemption Tender Offer (as



defined below) (involving the redemption of all Debentures of the Third Series) or Optional Acquisition with Cancellation (as defined below), under the terms of the Indenture, the Third Series Interest will be paid half-yearly, starting the Issue Date, on the dates indicated in the Indenture, with the last payment on the Maturity Date of Third Series, according to table in the Indenture (each interest payment date is a "Payment Date of the Third Series Interest");

**(ff) Optional Early Redemption of Debentures.** The Company may, (i) for the Debentures of the First Series, starting the third (3rd) year from the Issue Date, (ii) for the Debentures of the Second Series, starting the fifth (5th) year from the Issue Date, and (iii) for Debentures of the Third Series, starting the seventh (7th) year from the Issue Date, unilaterally and at its sole discretion, carry out the optional early redemption of all Debentures of the respective Series and/or of all Debentures, with the cancellation, by the Company, of the Debentures that were redeemed early, subject to the terms and conditions of the Indenture ("Optional Early Redemption"). In the event of Optional Early Redemption, Debentureholders will be entitled to receive amount equivalent to the Nominal Unit Value or the balance of Nominal Unit Value, as applicable, of the Debentures of the respective Series subject to Optional Early Maturity, (i) plus the respective Interest of the respective Series, calculated on a *pro rata temporis* basis from the First Payment Date of the respective Series or the immediately prior Interest Payment Date of the respective Series, as applicable (inclusive), to the Optional Early Redemption Date (exclusive), (ii) Charges for Late Payment (as defined below) and (iii) any pecuniary obligations and other surcharges related to the Debentures object of the Optional Early Redemption, if any, and premium equivalent to 0.20%, as envisaged in the Indenture;

**(gg) Early Redemption Tender Offer of Debentures.** The Company may, at its sole discretion, carry out an early redemption tender offer of all Debentures of the First Series and/or the Debentures of the Second Series and/or the Debentures of the Third Series, to be addressed to all Debentureholders of the respective Series, without distinction, assuring equal conditions for them to accept or reject the early redemption of the Debentures that are the object of the respective early redemption tender offer held by them. The Company will cancel the Debentures that were redeemed early, considering that the Company may carry out early redemption only upon verifying adhesion of Debentureholders representing all the Debentures of the Series that are the object of the respective early redemption tender offer or another minimum percentage established in applicable laws and regulations, as per the terms and conditions in the Indenture ("Early Redemption Tender Offer"). The amount to be paid regarding each Debenture listed by their respective



holders who accepted the Early Redemption Tender Offer shall correspond to the Nominal Unit Value or the balance of Nominal Unit Value, as applicable, of the Debentures, plus the respective Interest, calculated on a *pro rata temporis* basis from the First Payment Date of the respective Series or the immediately prior Interest Payment Date of the respective Series, as applicable (inclusive), to the effective payment date (exclusive) and, if any, the premium for early redemption offered to Debentureholders, at the sole discretion of the Issuer, which cannot be negative;

**(hh) Optional Extraordinary Amortization.** The Company may, (i) for the Debentures of the First Series, starting the third (3rd) year from the Issue Date, (ii) for the Debentures of the Second Series, starting the fifth (5th) year from the Issue Date, and (iii) for Debentures of the Third Series, starting the seventh (7th) year from the Issue Date, unilaterally and at its sole discretion, carry out the optional extraordinary amortization of the Debentures of the First Series and/or the Debentures of the Second Series and/or the Debentures of the Third Series, subject to the terms and conditions of the Indenture ("Optional Extraordinary Amortization"). In the event of Optional Extraordinary Amortization, Debentureholders will be entitled to receive amount equivalent to the portion of the Nominal Unit Value or the balance of Nominal Unit Value, as applicable, of the Debentures of the respective Series to be amortized, **(i)** plus the respective Interest of the respective Series, calculated on a *pro rata temporis* basis from the First Payment Date of the respective Series or the immediately prior Interest Payment Date of the respective Series, as applicable (inclusive), to the Optional Extraordinary Amortization (exclusive), **(ii)** Charges for Late Payment and **(iii)** any pecuniary obligations and other surcharges related to the Debentures and the premium equivalent to zero point two zero percent (0.20%) per year, considering the Business Days elapsed between the effective Optional Early Redemption date of the Debentures and the Maturity Date of the Debentures, charged on the amount resulting from the sum of items (i), (ii) and (iii) above, according to formula described in the Indenture;

**(ii) Renegotiation.** There will be no scheduled renegotiations;

**(jj) Optional Acquisition.** The Company may, at any time, acquire the Outstanding Debentures, and such acquisition must be registered in the management report and in the financial statements of the Company, if so required by the applicable laws and regulation ("Optional Acquisition"), in accordance with the terms and conditions envisaged in the Indenture and subject to article 55, paragraph 3 of the Brazilian Corporations Law, and CVM Resolution 77 of March 29, 2022, as amended ("CVM Resolution 77"). The Debentures acquired by the Company may, at the Company's sole discretion: **(i)** be canceled ("Optional Acquisition with Cancellation"); **(ii)**



be held in treasury; or **(iii)** be placed once again in the market. Debentures acquired by the Company to be held in treasury, as per the Indenture, if and when re-placed in the market, will be entitled to the same Interest applicable to other Debentures;

**(kk) Charges for Late Payment.** Without prejudice to Interest on the Debentures, which will accrue until the date of effective payment of the amounts payable under the Indenture, in case of delayed payment of any amount owed to Debentureholders in connection with any obligation under the Indenture, the following will apply to any delayed amounts, irrespective of warning, notification or judicial or extrajudicial notice: **(i)** late payment and non-compensatory fine of two percent (2%) on the adjusted amount due and not paid; and **(ii)** interest for late payment of one percent (1%) per month, calculated on a pro rata temporis basis from the date of default (inclusive) to the date of effective payment (exclusive), on the adjusted amount due and not paid ("Charges for Late Payment");

**(ll) Place of Payment.** The payments related to Debentures and any other amounts due by the Company under the Indenture will be made by the Company: **(i)** via B3, for Debentures held in electronic custody at B3; and **(ii)** via Transfer Agent, for Debentures not held in electronic custody at B3. Pursuant to the Indenture, Debentureholders at the end of the business day immediately prior to the respective payment date will be entitled to receive any amounts due on their Debentures;

**(mm) Early Maturity.** The Debentures may be deemed early matured, pursuant to the Indenture, upon the occurrence of certain automatic and non-automatic early maturity events set forth in the Indenture. In case of early maturity of Debentures, the Company undertakes to redeem the Debentures, and subsequently cancel them, by paying their Adjusted Nominal Unit Value plus Interest, calculated on a *pro rata temporis* basis from the First Payment Date or the immediately prior Interest Payment Date, as applicable (inclusive), to the date of its effective payment (exclusive), without prejudice to the payment of Charges for Late Payment, if applicable, and any other amounts that may be due by the Company pursuant to the Indenture; and

**(nn) Risk Rating.** According to the terms and conditions of the Indenture, the Company undertakes to engage (and maintain such engagement over the duration of the Debentures) Standard & Poor's, Fitch Ratings or Moody's to assign the risk rating of the Debentures ("Risk Rating Agency"); and

**(oo) Other Terms and Conditions.** Other characteristics of the Debentures that will govern the Issue over the duration of the Debentures will be described in the Indenture;



**(ii)** authorizing the Board of Executive Officers of the Company and other legal representatives to take any and all measures required to carry out the Issue and the Offering, including, but not limited to: (a) negotiating and signing any and all documents required to consummate the Offering and the Issue, including, but not limited to, the Indenture and any amendments thereto and the Distribution Agreement and any amendments thereto; (b) negotiating all other terms and conditions that may apply to the Issue and the Offering, including, but not limited to, preparing, together with the Managers, the Distribution Plan, as well as contracting: (i) the Managers, (ii) the legal advisors of the Offering, (iii) the Trustee, (iv) the Settlement Agent and Transfer Agent, (v) the risk rating agency for the Offering, (vi) B3, and (vii) all other service providers required to carry out the Issue and the Offering, setting their respective fees; and (c) taking any and all actions necessary to implement the above resolutions, defining and approving the content of the documents related to the Issue and the Offering and signing the documents necessary for their execution, as well as any respective amendments, including, but not limited to, the publication and registration of corporate documents with competent authorities and the implementation of necessary measures at CVM, B3, ANBIMA or any other bodies or government agencies, which are required to carry out the Issue and the Offering; and

**(iii)** ratifying all the actions already taken by the Board of Executive Officers of the Company and other legal representatives related to the Issue and the Offering.

**(iv)** According to favorable opinion from the Audit and Risks Committee, the Board of Directors, at meeting held on February 5, 2024, as per material filed in the Company's headquarters, in accordance with item XII, of Clause 2, of the Regulation of the Advisory Committees of the Board of Directors, item IX, article 142, of Federal Law 6,404/76 ("Brazilian Corporations Law"), item X, of article 20, of the Bylaws, and the Policy on Contracting Independent Audit and Non-Audit Services, unanimously and without reservations decided to choose and contract Deloitte Touche Tohmatsu Auditores Independentes Ltda. ("Independent Auditor") as independent external auditor for the Company and its wholly owned subsidiaries in 2024, for the total amount of two million, twenty-nine thousand and two hundred forty-five reais (R\$2,029,245.00).

**Documents filed at the registered office of the Company:** The presiding board places on record that the support material provided for analysis and consultation by the directors in attendance has been filed.

*(fifteenth and last page of the minutes of the Board of Directors Meeting 01/2024 of CTEEP – Companhia de Transmissão de Energia Elétrica Paulista, held on February 8, 2024 at 9 a.m.)*

**Closure:** There being no further business to discuss, the meeting was called to close and these minutes were drawn up, read, approved and signed by the Secretary and the directors present.



I hereby certify that the above resolution was extracted from the minutes drawn up in the Book of Minutes of Board of Directors Meetings of the Company.

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Carlos José da Silva Lopes