

CESP – COMPANHIA ENERGÉTICA DE SÃO PAULO

Publicly-Held Company

CNPJ No. 60.933.603/0001-78

NIRE no. 35.300.011.996 | CVM code: 00257-7

MINUTES OF THE BOARD OF DIRECTORS' MEETING HELD ON AUGUST 12, 2020

1. DATE, TIME AND PLACE: Held on August 12, 2020, at 4:00 pm, by videoconference.

2. CALL AND ATTENDANCE: The call was dismissed in view of the presence of all the members of the Company's Board of Directors, namely: Fabio Rogério Zanfelice, Felipe Dutra Cançado, Frederico Ferreira Sarmento, Iara Pasian, Mauro Eduardo Guizeline, Paulo Sérgio Cordeiro Novais, Raul Almeida Cadena e Ricardo Szejf, through videoconference, under the terms of art. 14, §2 and 3, of the Company's Bylaws.

4. BOARD: The works were chaired by Mr. Fabio Rogério Zanfelice and the secretary was Mrs. Beatrice C. A. Arfelli Meyer.

5. AGENDA: The members of the Company's Board of Directors met to examine, discuss and decide on: **(i)** the 12th (twelfth) issuance of ordinary debentures, non-convertible into shares, unsecured, in a single series, in the amount of R\$ 1,500,000,000.00 (one billion and five hundred million reais) ("Debentures" and "Issuance", respectively), of the Company, which will be subject to a public offering with restricted distribution efforts, under the terms of the Securities Market Commission ("CVM") Instruction No. 476, of January 16, 2009, as amended ("CVM Instruction 476") and other applicable legal and regulatory provisions, and, under the terms and for the purposes set forth in Law No. 12,431, of June 24, 2011, as amended ("Law 12,431"), of Decree 8,874, of October 11, 2016 ("Decree 8,874") and of the National Monetary Council Resolution No. 3,947, of January 27, 2011 ("CMN" and "CMN Resolution 3,947", respectively), the Debentures will have the tax treatment provided for in article 2 of Law 12.431 and the Investment Project (as defined below) was classified as a priority by the Ministry of Mines and Energy ("Offering"); **(ii)** the authorization for the Company's officers and/or legal representatives, including, without limitation, attorneys-in-fact duly constituted under the terms of the Company's Bylaws, to sign all contractual documents and instruments and any amendments within the scope of the Offering, on a case-by-case basis, as well as to contract the service providers required to carry out the Offering and perform all the acts required for the formalization of the acts indicated in the agenda described in item (i) above; **(iii)** the ratification of any and all acts already carried out by the executive board and/or legal representatives of the Company for the Issuance and/or the Offering; (iv) authorization for the Company to contract Banco Votorantim S.A., a company belonging to the Company's economic group and related to the Company ("BV"), to compose the union of banks in this offering and therefore to act as an Intermediate Coordinator in the Offering; and **(v)** the authorization for the Company to

carry out optional extraordinary amortization of the debentures issued within the scope of the 11th issuance of ordinary debentures, non-convertible into shares, unsecured, converted into asset-backed securities, for public distribution with restricted efforts, in a single series ("11th Issuance Debentures" and "11th Issuance", respectively).

6. DECISIONS: The Board Members, after debates and discussions, by unanimous vote of the attending members and without restrictions, took the following decisions, according to the attributions of item (XIV) of article 15 of the Company's Bylaws:

6.1. To approve the Issuance, according to the following main characteristics and conditions, which will be detailed and regulated in the "*Private Instrument of Public Indenture of Non-Convertible, Unsecured, Ordinary Debentures of the 12th (Twelfth) Issuance of CESP – Companhia Energética de São Paulo*", to be signed between the Company and the Debentures' trustee ("Indenture"):

- a) **Issuance Date:** The issuance date of the Debentures will be defined in the Indenture ("Issuance Date");
- b) **Issuance Number:** The issuance of the Debentures constitutes the 12th (twelfth) issuance of the Company's debentures;
- c) **Total Issuance Amount:** The total Issuance amount will be R\$ 1,500,000,000.00 (one billion five hundred million reais), on the Issuance Date;
- d) **Unit Par Amount:** The Debentures will have a unit par value of R\$ 1,000.00 (one thousand reais), on the Issuance Date ("Unit Par Value");
- e) **Amount:** One million and five hundred thousand (1,500,000) Debentures will be issued;
- f) **Series:** The Issuance will be carried out in a single series;
- g) **Form and Proof of Ownership:** The Debentures will be issued in registered, book-entry form, without certificates, and, for all legal purposes, the ownership of the Debentures will be evidenced by a statement issued by the Debentures bookkeeper, and, additionally, in relation to the Debentures that are electronically held at B3 S.A. – Brasil, Bolsa, Balcão ("B3"), will be evidenced by a statement issued by B3 on behalf of the Debenture Holder;
- h) **Convertibility:** The Debentures will be ordinary, that is, they will not be convertible into shares issued by the Company or interchangeable into shares issued by another company;
- i) **Kind:** The Debentures will be unsecured, pursuant to article 58, caput, of Law No. 6,404, of December 15, 1976, as in force ("Stock Corporations Act"), without guarantee and without preemptive rights;

- j) **Term and Maturity Date:** Except for the cases of early redemption of the Debentures or early maturity of the obligations arising from the Debentures, under the terms to be provided for in the Indenture, the term of the Debentures will be 10 (ten) years from the Issuance Date, therefore expiring, in 2030, on the date to be determined in the Indenture ("Maturity Date");
- k) **Placement:** The Debentures will be subjected to a public offering for distribution with restricted efforts, pursuant to the Securities Market Law, CVM Instruction 476 and other applicable legal and regulatory provisions, and the Debentures distribution agreement, to be entered into between the Company and the financial institutions that are part of the securities distribution system contracted to mediate the Offering ("Distribution Agreement" and "Coordinators", respectively), under the firm placement guarantee regime, in relation to the totality of Debentures ("Firm Guarantee"), subject to the terms to be provided for in the Distribution Agreement. The target public of the Debentures will be professional investors, according to the meaning provided for in Article 9-A of CVM Instruction No. 539, of November 13, 2013, as in force ("Professional Investors"). Partial distribution will not be allowed under the Offering;
- l) **Subscription Term:** The Debentures will be subscribed, at any time, as from the start date of distribution of the Offering, in compliance with the provisions of articles 7 A, 8, paragraph 2, and 8 A of CVM Instruction 476, limited to the placement date to be provided for the Distribution Agreement;
- m) **Subscription and Payment Form and Payment Price:** The Debentures will be subscribed and paid up through the MDA – Asset Distribution Module, whose distribution will financially settled through B3, by a maximum of 50 (fifty) Professional Investors, on demand, upon subscription, ("Payment Date"), and in national currency, by the Unit Par Value, on the 1st (first) Payment Date ("First Payment Date") or by the Unit Par Value, plus the Compensation, calculated pro rata temporis, since the First Payment Date up to the respective Payment Date, in the case of payments that occur after the First Payment Date, and may, on any Payment Date, under the terms to be provided for in the Distribution Agreement, be subscribed with goodwill or discounts, it being understood that, if applicable, such goodwill or discount, as the case may be, will be the same for all Debentures subscribed and paid in on the same Payment Date;
- n) **Negotiation** The Debentures will be deposited for trading on the secondary market through CETIP21 – Bonds and Securities, negotiations will be settled financially through B3, and the Debentures will be held in electronic custody at B3. The Debentures may only be traded in the regulated securities markets after 90 (ninety) days have elapsed from each subscription or acquisition by the investor, pursuant to article 13 of CVM Instruction 476, except for the lot of debentures under the Firm Guarantee indicated at subscription, if any, in the subsequent negotiation, the limits and conditions provided for in articles 2 and 3

of CVM Instruction 476 are observed, also observing the compliance by the Company with the obligations provided for in article 17 of CVM Instruction 476;

- o) **Infrastructure Project Considered a Priority by the Ministry of Mines and Energy:** The Issuance will be carried out in accordance with Article 2 of Law 12.431, Decree 8.874 and Ordinance of the Ministry of Mines and Energy No. 305/SPE, of October 15, 2019, published in the Federal Official Gazette on October 16, 2020 ("Ordinance"), in view of the inclusion of the infrastructure investment project in the electric energy sector submitted by the Company regarding the Hydroelectric Plant called Porto Primavera (Engenheiro Sérgio Motta) ("Investment Project"), as a priority by the Ministry of Mines and Energy;
- p) **Fund allocation:** Funds obtained by the Company with the Issuance will be used for reimbursement, under the terms of the Ordinance, through the amortization of the 11th Issuance Debentures issued by the Company within the scope of the 11th Issuance, which, in turn, were issued with the purpose of funding the payment of the renewal grant of the concession signed with the Federal Government, through Concession Agreement No. 01/2019, referring to Engenheiro Sérgio Motta Hydroelectric Plant – Porto Primavera ("Concession Agreement"), as well as related expenses;
- q) **Unit Par Value Payment:** Without prejudice to payments due to the early redemption of the Debentures or the early maturity of obligations arising from the Debentures, under the terms to be provided for in the Indenture, the Restated Unit Par Value (as defined below) of the Debentures will be amortized in 3 (three) installments, on dates and proportions to be provided for in the Indenture;
- r) **Restatement:** The Unit Par Value of the Debentures or the Unit Par Value balance will be restated by the accumulated variation of the Extended National Consumer Price Index, released by the Brazilian Institute of Geography and Statistics, from the First Payment Date until the date of its actual payment ("Restatement"), and the proceeds from the restatement shall be automatically incorporated into the Unit Par Value of the Debentures or its balance, as the case may be, ("Restated Unit Par Value"). The Restated Unit Par Value of the Debentures will be calculated according to the formula to be provided in the Indenture.
- s) **Compensation of Debentures:** The Restated Unit Par Value of the Debentures will bear interest corresponding to 4.30% (four integers and thirty hundredths percent) per year, base 252 (two hundred and fifty-two) Business Days ("Compensation"), calculated in a exponential and cumulative *pro rata temporis*, for business days elapsed, from the First Payment Date or the Payment Date of the immediately preceding Compensation, as the case may be, until the date of actual payment. Without prejudice to payments due to early redemption of the Debentures or early maturity of the obligations arising from the Debentures, under the terms to be provided for in the Indenture, the Compensation will be

paid in the months of February and August of each year, according to the payment dates to be provided for in the Indenture (each, a "Compensation Payment Date" and, when together with the Amortization Payment Date, the "Payment Dates"), with the first payment occurring in 2021 and the last, on the Maturity Date. The Compensation will be calculated according to the formula to be provided in the Indenture;

- t) **Scheduled Renegotiation:** There will be no scheduled renegotiation of the Debentures;
- u) **Total Optional Early Redemption:** Subject to the provisions of article 1, paragraph 1, item II, combined with article 2, paragraph 1, of Law 12.431, in Resolution 4,751 and other CMN regulations and other applicable legal and regulatory provisions, the Company may, at its sole discretion, perform the optional total early redemption of the Debentures, provided that (i) it is in compliance with its obligations under the terms of the Indenture; and (ii) the weighted average payment period elapsed between the Issuance Date and the effective redemption date is greater than 4 (four) years, calculated under the terms of Resolution 3,947 and the terms and conditions to be provided for in the Indenture;
- v) **Optional Extraordinary Amortization:** As long as it is legally allowed, observing the provisions of article 1, paragraph 1, item II, combined with article 2, paragraph 1, of Law 12.431, in the CMN provisions and other applicable legal and regulatory provisions, the Company may, in its sole discretion, carry out the optional extraordinary amortization of the Debentures, limited to 98% (ninety-eight percent) of the Debentures' Restated Unit Par Value, provided that (i) it is allowed by the applicable legislation or regulation; (ii) the Company is in compliance with its obligations under the terms of the Indenture; and (iii) the weighted average payment period elapsed between the Issuance Date and the effective redemption date is greater than 4 (four) years, calculated under the terms of Resolution 3,947 and the terms and conditions to be provided for in the Indenture;
- w) **Optional Early Redemption Offering:** In compliance with the provisions of article 1, paragraph 1, item II, combined with article 2, paragraph 1, of Law 12.431, in Resolution 4,751, CMN provisions and other applicable legal and regulatory provisions, including in relation to the minimum period between the Issuance Date and the date of the early redemption offering, the Company may, at its sole discretion, carry out, provided that the weighted average payment period between the Issuance Date and the effective redemption date exceeds 4 (four) years, or in a shorter term authorized by the applicable legislation or regulation, carry out an optional early redemption offering (where the partial early redemption offer will be prohibited) of the Debentures, with the consequent cancellation of such Debentures, which will be addressed to all Debenture holders, without distinction, ensuring equal conditions for all Debenture holders

to accept the early redemption of the Debentures of which they are holder, under the terms and conditions to be provided for in the Indenture;

- x) **Optional Acquisition:** The Company and its related parties may, at any time from 2 (two) years from the Issuance Date, under the terms of article 1, paragraph 1, item II, combined with article 2, paragraph 1, of Law 12.431, or before such date, provided that it is legally allowed, under the terms of Law 12.431, CMN regulation, or other applicable legislation or regulation, to acquire Debentures, provided that, as applicable, they observe the provisions of article 55, paragraph 3, of the Stock Corporations Act, in article 13, as applicable, in article 15 of CVM Instruction 476, in CVM Instruction No. 620, of March 17, 2020, which will come into force on February 2, 2021 and in the applicable CVM and CMN regulation. The Debentures acquired by the Company may, at the Company's discretion, be canceled, in as regulated by CMN, in accordance with the provisions of article 1, paragraph 1, item II, combined with article 2, paragraph 1, of Law 12.431, remain in treasury, or be placed on the market again. The Debentures acquired by the Company to remain in treasury under the terms of this item, if and when placed back on the market, will be entitled to the same Compensation applicable to the other Debentures.

- y) **Right to Receive Payments:** Those who are Debenture Holders according to the Indenture at the end of the business day immediately preceding the respective Payment Date will be entitled to receive any amount due to Debenture Holders;

- z) **Payment Location:** Payments relating to the Debentures and any other amounts eventually due by the Company under the terms of the Indenture will be made (i) by the Company, with respect to payments relating to the Restated Unit Par Value, the Compensation, and Late Payment Charges, and with respect to Debentures that are electronically held in custody at B3, through B3; or (ii) by the Company, in other cases, through the bookkeeper or at the Company's headquarters, as the case may be;

- aa) **Deadline Extension:** Deadlines for the payment of any obligation to be provided for in the Indenture will be considered automatically extended until the 1st (first) subsequent business day, if their maturity is on a day that is not a business day, with no increase to the amounts to be paid;

- bb) **Late Payment Charges:** In the event of untimely payment of any amount owed by the Company to the Debenture Holders under the terms of the Indenture, in addition to the Restatement and the payment of the Compensation, calculated *pro rata temporis*, from the date of default until the date of the actual payment, on any and all amounts in arrears will, regardless of notice, notification, or judicial or extrajudicial notification, (i) a default interest of 1% (one percent) per month, calculated *pro rata temporis*, from the date of default until the date of actual

payment; and (ii) a late payment fine, of a non-compensatory nature, of 2% (two percent) ("Late Payment Charges");

- cc) **Peremption of Rights to Extensions:** Failure by the Debenture Holder to receive the amount corresponding to any pecuniary obligations on the dates to be provided for in the Indenture or in any communication made or notice published under the terms of the Indenture will not give it the right to any increase in the period relating to the delay upon receipt, however, the rights acquired up to the date of the respective maturity or payment are assured, in the event of untimely payment;
- dd) **Tax Immunity:** Debentures are under the tax treatment provided for in Article 2 of Law 12.431, and, consequently, also have the tax treatment provided for in Article 1 of Law 12.431. If any Debenture Holder has a tax immunity or exemption other than those provided for in Law 12.431, it must submit, to the settling bank or the bookkeeper, as the case may be, within a minimum period of 10 (ten) Business Days prior to the date established for receipt of amounts relating to the Debentures, supporting documentation of such immunity or tax exemption, under penalty of deducting the amounts due under the current tax legislation from its payments. In the event that any Debenture Holder has its immunity or exemption condition changed, it must inform the settlement bank or the bookkeeper, as the case may be, of such change within 2 (two) Business Days from the date of the formalization of said change.
- ee) **Early Maturity:** Subject to the provisions of the clauses to be provided for in the Indenture, the Trustee must consider, in advance, the obligations arising from the Debentures, and demand the immediate payment by the Company of the amounts due, in the event of any of the events to be provided for in the Indenture, after performing the procedures to be listed in the Indenture resulting from a declaration of early maturity of the Debentures;
- ff) **Other Features:** The other characteristics of the Debentures will be described in the Indenture.

6.2. To expressly authorize the Executive Board and/or the attorneys-in-fact appointed by the Company to perform any and all acts and to execute any and all documents necessary for the execution of the resolutions approved herein, including, but not limited to, performing the acts necessary for the execution: (i) of the Indenture, the Distribution Agreement, and other documents required for the Offering to be carried out, (ii) of any amendments to the Indenture and the Distribution Agreement that may be required, provided that the characteristics of the Issuance approved herein are maintained, (iii) of agreements with (a) financial institutions that are part of the securities distribution system to be responsible for structuring, coordinating, and intermediating the distribution of the Debentures, pursuant to CVM Instruction 476, (b) legal advisors, (c) liquidating bank and bookkeeper, (d) trustee, and other institutions whose contracting may eventually be necessary for the realization of the Offering, establishing their

respective fees, as well as signing amendments to such instruments or documents derived therefrom. The Executive Board and/or attorneys-in-fact of the Company may also carry out the publication and registration of documents of a corporate nature or others documentation relating to the Offering before the competent bodies, including the payment of any fees that may be required.

6.3. To ratify any and all acts already practiced by the executive board and/or legal representatives of the Company to carry out the Issuance and/or the Offering.

6.4. To authorize the hiring of BV by the Company, in compliance with the provisions of current legislation and the Company's Transaction with Related Parties Policy, under the terms of the material submitted at the meeting, which, initialed and signed by the board, is filed at the Company's headquarters.

6.5. Authorize the Company to carry out optional extraordinary amortization of the 11th Issuance Debentures, issued under the terms of the "*Private Indenture Instrument of the 11th Issuance of Non-Convertible, Unsecured, Ordinary Debentures, to be converted into Asset-Backed Securities, for Public Distribution with Restricted Efforts, in a Single Series, of CESP – Companhia Energética de São Paulo*" ("11th Issuance Indenture"), in the amount of up to R\$ 1,500,000,000.00 (one billion five hundred million reais), being agreed that said amortization will be carried out with the payment of a flat premium, observing the terms and conditions provided for in Clause 5.2 of the 11th Issuance Indenture to be approved by the holders of the 11th Issuance Debentures.

7. Closure: There being no further business to discuss, the meeting was adjourned and these minutes were drawn up, read, and found to be in order, and signed by the attending Advisers. Board: Fabio Rogério Zanfêlice – Chairman; Beatrice C. A. Arfelli Meyer – Secretary. Advisers: Fabio Rogério Zanfêlice, Felipe Dutra Cançado, Frederico Ferreira Sarmento, Iara Pasian, Mauro Eduardo Guizeline, Paulo Sérgio Cordeiro Novais, Raul Almeida Cadena, and Ricardo Szlejf. **It matches the original drawn up in the proper book.**

Sao Paulo, August 12, 2020.

Beatrice C. A. Arfelli Meyer
Secretary