



2W ENERGIA S.A.

CNPJ/MF 08.773.135/0001-00

NIRE 35.300.341.252 | CVM Code 02522-4

MATERIAL FACT

2W Energia S.A., a corporation headquartered at Doutor Chucri Zaidan Avenue, No. 1240, Tower A, at Morumbi Golden Tower Building, 27th floor, Room 2701, Zip Code 04.711-130, in the City of São Paulo, State of São Paulo, enrolled with the Brazilian National Register of Legal Entities of the Ministry of Finance (*Cadastro Nacional de Pessoa Jurídica do Ministério da Fazenda*) ("CNPJ/MF") under No. 08.773. 135/0001-00 ("2W" or "Company"), for the purposes of the provisions set forth on CVM Resolution No. 44, of August 23, 2021, as amended, hereby informs its shareholders and the market in general that the Company's administration has chosen, within the framework of the guarantee structure prepared for the financing of Anemus Wind complex, carried out by means of the first issuance of simple, non-convertible, unsecured debentures, to be converted into secured debentures, with fiduciary guarantee under resolute condition, in a single series, of Anemus Wind Holding S. A. ("Debentures" and "Anemus Holding", respectively), to authorize the execution, on the date hereof, of the first amendment to the "*Instrumento Particular de Cessão Fiduciária de Contas e Direitos Creditórios, Administração de Contas e Outras Avenças*", entered into between its subsidiaries Anemus Wind 1 Participações S.A., Anemus Wind 2 Participações S.A., Anemus Wind 3 Participações S.A. (together the "SPEs") and Anemus Holding, among others, on July 19, 2021 ("Fiduciary Assignment Agreement" and "Amendment", respectively) for the sole purpose of (i) correcting formal and non-material errors of certain conditions in the Fiduciary Assignment Agreement regarding the payment flow of the operating expenses and the receipts flow of the Project (as defined in the Fiduciary Assignment Agreement) exclusively with respect to the dates of transfer of resources; and (ii) detailing certain items related to the operating expenses of the Project, which are provided in the definition of "*Conta Reserva de Cash Sweep*" of the Fiduciary Assignment Agreement, in *Anexo XII* of the Fiduciary Assignment Agreement, which provides the operation rules of the *Contas do Projeto* (as defined in the Fiduciary Assignment Agreement), due to the imminence of the *Conclusão do Projeto* (as defined in the "*Instrumento Particular de Escritura da 1ª (Primeira) Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, a ser Convolada em com Garantia Real, com Garantia Fidejussória sob Condição Resolutiva, para Distribuição Pública, com Esforços Restritos, em Série Única, da Anemus Wind Holding S.A.*", entered into on July 2, 2021 among the Company, the SPEs, Anemus Holding and others), the recognition by the Brazilian Chamber of Commercialization of Electric Energy (*Câmara de Comercialização de Energia Elétrica*) of the SPEs as generation agents, enabling the sale of energy by the SPEs and Anemus Holding, and also the beginning of the invoicing and resources flow along the cascade of transfers and payments of the *Contas do Projeto* (as defined in the Fiduciary Assignment Agreement).

The Amendment will be executed without the need for a new corporate resolution by any of the parties or approval by the General Meeting of Debenture holders ("Debenture Holders"), pursuant to the



provisions of Clause 21.1, item “(i)” of the Fiduciary Assignment Agreement, due to the need to correct the formal and non-material errors within the Fiduciary Assignment Agreement, as described above. It is also true that such changes do not cause any type of damage to the Debenture Holders.

The Company will keep the market informed about any developments regarding the matter referred to in this Material Fact.

São Paulo, February 9, 2023.

Eduardo Urquiza Fernandes Portelada
Investor Relations Officer