

**NEW AMENDED AND CONSOLIDATED JUDICIAL  
REORGANIZATION PLAN**

**OF**

**LIGHT S.A. – IN JUDICIAL REORGANIZATION**



Rio de Janeiro, May 18, 2024.

## NEW AMENDED AND CONSOLIDATED JUDICIAL REORGANIZATION PLAN

This New Judicial Reorganization Plan Amended and Consolidated (“Plan”) is presented in the proceedings of the Judicial Reorganization No. 0843430-58.2023.8.19.0001, distributed to the 3<sup>rd</sup> Business Court of the Capital of the State of Rio de Janeiro (“Judicial Reorganization”), pursuant to articles 50, 53 and 54 of Federal Law No. 11.101/2005 (“LRF”), by

In the capacity of debtor:

**LIGHT S.A. – IN JUDICIAL REORGANIZATION**, a publicly-held company, registered with the CNPJ/MF under No. 03.378.521/0001-75, with headquarters in the City of Rio de Janeiro, State of Rio de Janeiro, at Avenida Marechal Floriano No. 168 – second floor – Corridor A, Centro, CEP 20.080-002 (“Light”, “Debtor” or “Company”); and

Only as intervening parties, co-obliged by Pre-Petition Credits, in accordance with the ID Decision No. 58279881:

**LIGHT – SERVIÇOS DE ELETRICIDADE S.A.** publicly-held company, registered with the CNPJ/MF under No. 60.444.437/0001-46, with headquarters in the City of Rio de Janeiro, State of Rio de Janeiro, at Avenida Marechal Floriano nº 168, Centro, CEP 20.080-002 (“Light SESA”); and

**LIGHT ENERGIA S.A.**, a publicly-held company, registered with the CNPJ/MF under No. 01.917.818/0001-36, with headquarters in the City of Rio de Janeiro, State of Rio de Janeiro, at Avenida Marechal Floriano No. 168, part, second floor, corridor B, Centro, CEP 20.080-002 (“Light Energia”; together with Light SESA, the “Intervening Parties” or “Concessionaries”; and, together with Debtor, the “Light Group”).

### 1. TERMS AND DEFINITIONS

**1.1.** The terms and expressions below, whenever used in capital letters, will have the meanings assigned to them in this Clause, in singular or plural, in the male or female gender, without losing the meaning assigned to them. The terms defined below are in addition and do not affect other terms that may be introduced throughout the Plan.

“Light Shares”: Are the common, registered shares with no par value issued by Light and traded on B3 under the ticker LIGT3.

“Anchor Shareholder”: Means the investment fund Bavaro Fundo de Investimento em Ações, registered with the CNPJ/MF under No. 50.568.751/0001-87, which, as of the Plan’s Submission Date, holds common shares issued by the Debtor representing 20% (twenty percent) of the total and voting share capital of the Debtor, and which has committed, before the Company, to participate in the New Resources Capital Increase and to contribute new funds in an amount corresponding to up to the Anchor Shareholder Increase Amount, as per attached document (**Annex A**).

“Bondholders Plan Support Agreement”: Is the Restructuring Support Agreement and its

annexes, which may be entered into by the Light Group and certain Bondholders, aiming at the implementation of the terms and conditions set forth in the Plan and in the Term Sheet Bondholders, and which will complement the Term Sheet Bondholders, whose effectiveness will be subject to the minimum adhesion of the Bondholders' who are the holders of 60% (sixty percent) of the Restructuring Notes Claims to the Bondholders' Plan Support Agreement and/or to the payment options provided in Clauses 6.1.1 or 6.1.2 of this Plan.

"SESA Financial Supporting Creditors Amendment": Has the meaning set forth in Clause 6.1.4.5.

"Judicial Trustee": Means, jointly, Licks Contadores Associados Simple Ltda., registered with the CNPJ/MF under No. 05.32.015/0001-55, represented by its partner, Dr. Gustavo Bath Licks, registered with the CPF/MF under No. 035.561.567-33, bearer of OAB/RJ No. 176.184 and CRC/RJ No. 87.155/O-7, with address at Rua Sao Jose, 40 – Cobertura, Center, Rio de Janeiro/RJ, and the law firm Luciano Bandeira Advogados Associados, registered with the CNPJ/MF under No. 02.012.816/0001-60, represented by its partner, Dr. Luciano Bandeira, registered with the CPF under No. 016.735.507-46, bearer of OAB/RJ No. 85.276, with address at Praça XV de Novembro, No. 34, 4<sup>th</sup> floor, Rio de Janeiro/RJ.

"Affiliates": Means, with respect to any person, another person who, directly or indirectly, alone or through one or more intermediaries, Controls, is Controlled by, or is under common Control with such person.

"New Resources Capital Increase GM": Has the meaning set forth in Clause 5.1.3.

"Preparatory GM": Has the meaning set forth in Clause 4.1.5.

"Fiduciary Agent": is each fiduciary agent appointed within the scope of each of the following issues: 9<sup>th</sup>, 15<sup>th</sup>, 16<sup>th</sup>, 17<sup>th</sup>, 19<sup>th</sup>, 20<sup>th</sup>, 21<sup>st</sup>, 22<sup>nd</sup>, 23<sup>rd</sup>, 24<sup>th</sup> and 25<sup>th</sup> Light SESA Debenture Deeds, namely: (i) Pentágono S.A. Distribuidora de Títulos e Valores Mobiliários, registered with the CNPJ/MF under No. 17.343.682/0001-38, with address at Avenida das Américas, No. 4,200, Block 8, Rooms 302 to 304, Barra da Tijuca, Rio de Janeiro/RJ, CEP 22.640-102; (ii) Oliveira Trust Distribuidora de Títulos e Valores Mobiliários, registered with the CNPJ/MF under No. 36.113.876/0001-91, with address at Avenida das Américas, nº 3.434, Block 7, 2<sup>o</sup> floor, Barra da Tijuca, Rio de Janeiro/RJ, CEP 22.640-102; (iii) Simplific Pavarini Distribuidora de Títulos e Valores Mobiliários Ltda., registered with the CNPJ/MF under No. 15.227.994/0001-50, with address at Rua Sete de Setembro, No. 99, 24th floor, Centro, Rio de Janeiro/RJ, CEP 20.050-005; and (iv) Vórtx Distribuidora de Títulos e Valores Mobiliários Ltda., registered with the CNPJ/MF under No. 22.610.500/0001-88, with address at Rua Gilberto Sabino, No. 215, Suite 41, Room 2, Pinheiros, São Paulo/SP, CEP 05.425-020.

"ANEEL": Means the National Electric Energy Agency.

"Plan Approval": Means the approval of this Plan by Pre-Petition Creditors at the General Creditors Meeting, pursuant to article 45 or 58, Paragraph 1, of the LRF, or in the form of article 45-A of the LRF. For the purposes of this Plan, it is considered that the Plan Approval will occur on the date of the General Creditors Meeting that approves the Plan. In the event of approval pursuant to arts. 45-A and 58, Paragraph 1, of LRF, the Plan Approval is

considered to have occurred on the date of the decision granting the Judicial Reorganization, which is different from the Ratification Date.

“General Creditors Meeting” or “AGC”: Means any general Creditors Meeting held pursuant to Chapter II, Section IV, of the LRF.

“New Resources Capital Increase”: Has the meaning set forth in Clause 4.1.1(i).

“Authorized Capital Increases”: Means one or more capital increases of Light upon resolution of the Board of Directors, through public or private issuance of common shares, until the limit provided for in Light’s Bylaws at the time of the respective capital increase is reached, and may also, within the aforementioned limit, (i) decide on the issue of warrants and debentures convertible into shares; or (ii) grant option to purchase shares to administrators, employees of the Company or of company under its Control and/or to natural persons who provide services to them, in accordance with the Plan approved by the General Creditors Meeting, without the shareholders having preemptive rights to subscribe to those shares.

“B3”: Means B3 S.A. – Brasil, Bolsa, Balcão.

“Bondholders”: Means the Creditors who hold or are beneficiaries of the Restructuring Notes to which Light SESA and Light Energia are co-obliged.

“New Resources Capital Increase Warrants”: Has the meaning set forth in Clause 5.1.6.

“Light Convertible Debentures Warrants”: Has the meaning set forth in Clause 6.1.1.4

“Chapter 15”: Means the ancillary insolvency procedure provided for in Chapter 15, Title 11, of the United States Bankruptcy Code, that may be filed and commenced by Light before the competent judicial authority.

“Clause”: Means each of the items identified by cardinal and roman numbers in this Plan.

“Brazilian Civil Code”: Means Federal Law No. 10,406, of January 10, 2002, as in force on this date.

“Non-Litigation Commitment”: Has the meaning set forth in Clause 10.4

“Notice to the Market Adherence to the Options”: Means the Notice to the Market to be disclosed by the Company, within fifteen (15) days from the Ratification Date, with information and details regarding the process to be followed by the Unsecured Creditors to explicitly express their choice and to adhere to the payment option among those provided for in this Plan, the term of which shall not be less than thirty (30) days from the date of disclosure of the Notice to the Market Adherence to the Options.

“Notice to the Market Result of the Options”: Means the Notice to the Market to be disclosed by the Company, within 30 (thirty) days, automatically renewable for another 15 (fifteen) days, from the end of the period for exercising the Options, with information and details regarding the result of the process provided for in the Notice to the Market Adherence to the Options concerning the choice and adherence to the payment option among those provided

for in this Plan.

“Light Energia Concession Contract”: Means the Generation Concession Contract No. 005/2017 – ANEEL – Light entered into by and between the Federal Government and Light Energia for generation of electricity intended for public service.

“Light SESA Concession Contract”: Means the Concession Contract No. 001/96 entered into by and between the Federal Government and Light SESA for distribution of electricity.

“Control”: Means, pursuant to art. 116 of the Brazilian Corporations Law, (i) the ownership of the rights of shareholders that ensure the holder, on a permanent basis, the majority of votes in corporate resolutions and the power to elect the majority of the directors of the company; and (ii) the effective use of such power to direct social activities and guide the functioning of the company’s bodies. The expressions and terms “Controller”, “Controlled by” and “Under Common Control” have the meanings logically deriving from this definition of “Control”.

“Credits”: Means all credits existing on the Filing Date against Light, including by co-obligation with each Concessionaire, liquid or illiquid, materialized, or contingent matured or maturing, subject or not to the effects of the Judicial Reorganization, including those represented by the SESA Debentures, the Restructuring Notes and the Swap Notes.

“Pre-Petition Claims” Means the existing Credits against Light SESA and Light Energia, which are mirrored in Light due to its co-obligation in relation to such Credits (and, in relation to Light Energia, only those credits related to debt securities issued in the international market by Light Energia, through the 4.357% Notes Due 2026, are considered Pre-Petition Claims) on the Filing Date and, therefore, subject to the effects of the Judicial Reorganization, according to the values indicated in the List of Creditors and that, in the present case, are restricted only to the Unsecured Claims, including those represented by the SESA Debentures, the Restructuring Notes, the Loan 4,131, and the Light SESA Swap Notes. Claims that are Non-Subject Claims, Tax Claims and those arising from Intrasectoral Obligations are not Pre-Petition Claims.

“Excluded Energia Credits”: Means each of the credits listed in **Annex 6.1.6** of this Plan, which, subject to the terms and conditions of the Energy Transaction Instruments, are not linked or subject to this Plan and the Judicial Reorganization, considering that (a) the debtor of such credits is solely and exclusively Light Energia, without any connection of such credits to any other controlled, affiliated or related company of Light; and (b) Light’s co-obligation was extinguished.

“Non-Subject Claims”: Means each of the Claims and obligations existing against the Light Group, altogether, which are not subject to the effects of the Judicial Reorganization and that, as a result, will not be restructured and novated due to the approval and Judicial Ratification of the Plan, pursuant to the provisions of art. 49, *caput*, and Paragraphs 3 and 4, of LRF, so that their restructuring might be implemented through bilateral negotiations with the respective Non-Subject Creditors or by the adhesion of such Non-Subject Creditors to the Plan (“Adhering Non-Subject Creditors”). To the best of the Company’s knowledge, there are no Non-Subject Claims against the Light Group.

**“Illiquid Claims”**: Means the Pre-Petition Claims, even if they are not included in the List of Creditors, contingent or illiquid, subject to lawsuits, arbitration proceedings or administrative proceedings, whose definition of value is pending resolution of controversy or dispute, derived from any triggering events which occurred until the Filing Date, including, that are considered Pre-Petition Claims and that, as a result, will be restructured by this Plan in the form of Clause 6.2, under the terms of LRF. To the best of the Company’s knowledge, there are no Illiquid Claims against the Light Group.

**“Restructuring Notes Claims”**: Means the unsecured credits held by the Bondholders from the Restructuring Notes.

**“Adjusted Unsecured Claims”**: Means the Unsecured Claims owned by Unsecured Creditors to be paid in the manner provided for in Clauses 6.1.1, 6.1.2, 6.1.4 (as applicable) and 6.1.7, which will be increased by an amount corresponding to the remuneration provided for in their respective original debt instruments (excluding fines and default interest), limited to the amount of R\$ 405,500,000.00 (four hundred and five million and five hundred thousand Brazilian reais), for the period from May 12, 2023 until June 30, 2024 (including), according to **Annex B**.

**“Unsecured Claims”**: Means the Pre-Petition Claims held by Unsecured Creditors, pursuant to art. 41, item III, of LRF.

**“Unsecured Light SESA Claims”**: Means the Unsecured Claims arising from the SESA Debentures, the SESA Restructuring Notes, the Loan 4,131, and the Light SESA Swap Notes.

**“Delayed Claims”**: Has the meaning set forth in Clause 6.3.

**“Tax Claims”**: Means the Claims held by the Municipal, State or National Public Treasuries, as the case may be.

**“Creditors”**: Means all natural persons or corporations, governed by public or private law, national or foreign, holders of Claims against Light, Light SESA and/or Light Energia. For all intents and purposes, Creditors are each Debenture Holder holding SESA Debentures, each Bondholder holding the Notes that are the Object of the Restructuring, the holder of Loan 4.131 and each holder of Swap Notes, to whom the proposals that are the object to this Plan are addressed, individually.

**“Supporting Converting Creditors”**: Has the meaning set forth in Clause 6.1.1.

**“SESA Financial Supporting Creditors”**: Has the meaning set forth in Clause 6.1.4.

**“Supporting Non-Converting Creditors”**: Has the meaning set forth in Clause 6.1.2.

**“Pre-Petition Creditors”**: Means the Creditors holding Pre-Petition Claims.

**“Non-Opting Creditors”**: Has the meaning set forth in Clause 6.1.7.

**“Unsecured Creditors”**: Means the Creditors holding Unsecured Claims, pursuant to art. 41, item III, of LRF, including Bondholders and Debenture holders and the holders of Swap

Notes.

“Unsecured Creditors up to R\$ 30.000,00”: Has the meaning set forth in Clause 6.1.3.

“Plan’s Submission Date”: Means May 17, 2024.

“Date of Disclosure of the Notice to the Market Adherence to the Options”: Means the date on which Light discloses, in accordance with the applicable Law, the Notice to the Market Adherence to the Options.

“Date of Disclosure of the Notice to the Market Result of the Options”: Means the date on which Light discloses, in accordance with the applicable Law, the Notice to the Market Result of the Options.

“Restructuring Closing Date”: Means the date on which it is verified that the Restructuring Closing Date – Local Instruments and the Restructuring Closing Date – New Foreign Notes have cumulatively occurred.

“Restructuring Closing Date – Local Instruments”: Means the date on which all of the following events have cumulatively occurred: (i) the issuance of the Light Convertible Debentures, pursuant to Clause 6.1.1 and subclauses; (ii) the formalization of the Supporting Converting Creditors’ Non-Convertible Debentures, pursuant to Clause 6.1.1.6; (iii) the formalization of the Supporting Non-Converting Creditors’ Debentures, pursuant to Clause 6.1.2; (iv) the formalization of the SESA Financial Supporting Creditors’ Debentures, pursuant to Clause 6.1.4; and (v) the issuance of the Non-Opting Creditors’ Debentures, pursuant to Clause 6.1.7, which shall take place within ninety (90) days, automatically extendable for a further thirty (30) days, from the Date of Disclosure of the Notice to the Market Result of the Options.

“Restructuring Closing Date – New Foreign Notes”: Means the date on which the issuance of the New Foreign Notes is verified to have occurred, which must happen within ninety (90) days, automatically extendable for a further sixty (60) days, from the Date of Disclosure to the Market of the Result of the Options.

“Ratification Date”: Means the day of availability of the decision concerning the Judicial Ratification of the Plan the Electronic Justice Gazette of the Court of Justice of the State of Rio de Janeiro.

“Filing Date”: Means May 12th, 2023, date of Light’s filing for its Judicial Reorganization.

“Light Convertible Debentures”: Means the convertible debentures, of the unsecured type, in a single series, for private placement, to be issued by Light, under the terms and conditions provided for in the Light Convertible Debentures Deed, and as provided for in Clause 6.1.1.3.

“SESA Financial Supporting Creditors’ Debentures”: Has the meaning set forth in Clause 6.1.4.4.

“Supporting Non-Converting Creditors’ Debentures”: Has the meaning set forth in Clause 6.1.2.2.

“Non-Opting Creditors’ Debentures”: Has the meaning set forth in Clause 6.1.7.

“Supporting Converting Creditors’ Non-Convertible Debentures”: Has the meaning set forth in Clause 6.1.1.6.

“Debentures SESA”: Means the securities issued through the 9<sup>th</sup>, 15<sup>th</sup>, 16<sup>th</sup>, 17<sup>th</sup>, 19<sup>th</sup>, 20<sup>th</sup>, 21<sup>st</sup>, 22<sup>nd</sup>, 23<sup>rd</sup>, 24<sup>th</sup>, and 25<sup>th</sup> Debentures Deeds of Light SESA.

“Debenture Holders”: Means, altogether, the Unsecured Creditors holding SESA Debentures.

“Demand”: Means, in any degree of jurisdiction or instance, any dispute, action, claim, proceeding, arbitral proceedings, execution, judicial protest, decision, inspection, request for information (including for the initiation of an inspection procedure), collection, notification (judicial or extrajudicial), infraction notice, subpoena, procedure, inquiry, judicial, arbitral or administrative demand, or any other type of action or proceeding, whether judicial, arbitral or administrative.

“Business Day”: Means any day other than Saturday, Sunday, national holiday, state holiday in Rio de Janeiro or municipal holiday in the district of the capital of the State of Rio de Janeiro, and/or on which, for whatever reason, there are no bank hours in the city of Rio de Janeiro, and/or where the Judicial Forum where the Judicial Reorganization is being processed is not suspended or closed due to a recess or forensic holiday.

“Dollars” or “US\$”: Means the currency of the United States of America, that is, the United States dollars.

“Election Solicitation”: Means the electronic process to be launched by the Light Group through the Depositary Trust Company – DTC, so that the Bondholders can choose the payment options for their Restructuring Notes Claims under the terms of this Plan.

“Loan 4,131”: Means the financing operation object of the Credit Agreement signed between Light SESA and Citibank N.A., on September 29, 2021, with co-obligation by Light.

“Light Convertible Debentures Deed”: Has the meaning set forth in Clause 6.1.1.3.

“Cash Surplus”: Means Light SESA’s available resources, including cash, cash equivalents, and financial investments, classified as short-term and/or long-term, on September 30 of each year, after the Restructuring Closing Date – Local Instruments, after deducting the amount of R\$1,000,000,000.00 (one billion Reais) (“Minimum Cash”), updated by the IPCA as of the Ratification Date, and adjusted by the net regulatory liabilities of Light SESA’s regulatory assets. The Minimum Cash must be increased by the amount equivalent to the obligations for the payment of amortization and interest on financial debts (loans, financing, issuances in the local and/or foreign capital markets) maturing by November 15 of the respective fiscal year, if any.

“Light Group”: Means, together, Light, Light SESA and Light Energia.

“Judicial Ratification of the Plan”: Means the judicial decision issued by the Reorganization Court that ratifies the Plan and grants the Judicial Reorganization to Light, pursuant to art. 58,

*caput*, or art. 58, Paragraph 1, both of LRF, as published in the Justice Gazette of the Court of Justice of the State of Rio de Janeiro.

“Restructured Debt Instruments”: Means, collectively, the Light Convertible Debentures, the Supporting Converting Creditors’ Non-Convertible Debentures, the SESA Financial Supporting Creditors’ Debentures, the Supporting Non-Converting Creditors’ Debentures, the New Foreign Notes (as applicable) and the Non-Opting Creditors’ Debentures.

“Energia Transaction Instruments”: Means each of the transaction instruments individually signed relating to the Excluded Energia Credits, as presented in the Judicial Reorganization under IDs No. 112416222, 112416224, 112416225, 112416227, 112416228, and 113051639, as disclosed by Light and Light Energia in the Material Fact of April 11, 2024, which, among other provisions and subject to the terms and condition therein (i) the Excluded Energia Credits were renegotiated; (ii) the termination of Light’s co-obligation regarding Excluded Energia Credits has been recognized; (iii) Light Energia has been excluded from the effects of the Light’s Judicial Reorganization that had been extended to it, regarding the Excluded Energia Credits; (iv) any dividends payment of any additional amounts beyond those destined for distribution by Light Energia at the Extraordinary and Ordinary General Meeting held on April 4, 2024, whose resolutions are, in any case, ratified by this Plan, has been subordinated to the payment of the Excluded Energia Credits.

“IPCA”: Means the Extended Consumer Price Index, measured monthly by the IBGE (*Instituto Brasileiro de Geografia e Estatística*), or another index that may legally replace it.

“Reorganization Court” or “Judicial Reorganization Court”: Means the 3<sup>rd</sup> Business Court of the Capital of the State of Rio de Janeiro, to which the Judicial Reorganization was distributed and is being processed.

“Reports”: Means the economic-financial reports and the appraisal reports of Light’s assets and properties, prepared pursuant to art. 53, items II and III, of the LRF.

“Law”: Means any law, regulation, order, sentence, or decree issued by any governmental authority.

“Brazilian Corporations Law”: Means Federal Law No. 6.404, of December 15, 1976, as in force on this date.

“Light Energia”: Means Light Energia S.A., a publicly-held company, registered with the CNPJ/MF under No. 01.917.818/0001-36, with headquarters in the City of Rio de Janeiro, State of Rio de Janeiro, at Avenida Marechal Floriano n° 168, part, second floor, corridor B, Centro, CEP 20.080-002.

“Light SESA”: Means Light – Serviços de Eletricidade S.A., a publicly-held company, registered with the CNPJ/MF under No. 60.444.437/0001-46, with headquarters in the City of Rio de Janeiro, State of Rio de Janeiro, at Avenida Marechal Floriano n° 168, Centro, CEP 20.080-002.

“Light”, “Debtor” or “Company”: Means Light S.A. – In Judicial Reorganization, a publicly-

held company, registered with the CNPJ/MF under No. 03.378.521/0001-75, with headquarters in the City of Rio de Janeiro, State of Rio de Janeiro, at Avenida Marechal Floriano No. 168 – second floor – Corridor A, Centro, CEP 20.080-002.

“LRF”: Means Federal Law No. 11.101, of February 09, 2005, as in force on this date.

“MME”: Means the Ministry of Mines and Energy.

“Anchor Shareholder Increase Amount”: Has the meaning set forth in Clause 4.1.1.

“New Foreign Notes”: Means the instruments to be governed by the laws of New York aiming at restructuring the Restructuring Notes, which will be issued under the terms and conditions provided in the Term Sheet Bondholders and this Plan, and under the terms and conditions provided in Clause 6.1.5 and subclauses.

“Energia Restructuring Notes”: Means, the securities issued in the international market by Light Energia, through the 4,375% Notes Due 2026, with Light’s co-obligation, traded together (as a unit) with the SESA Restructuring Notes.

“SESA Restructuring Notes”: Means the securities issued within the international market by Light SESA, through 4,375% *Notes Due* 2026, both with Light’s co-obligation, traded together (as a unit) with the Energia Restructuring Notes.

“Restructuring Notes”: Means, collectively, the Energia Restructuring Notes and the SESA Restructuring Notes.

“Light SESA Swap Notes”: Means the swap negotiation notes linked to the Restructuring Notes and Loan 4,131.

“New Anchor Shareholder Shares”: Has the meaning set forth in Clause 4.1.1.

“New Market Shares”: Has the meaning set forth in Clause 4.1.1

“Intrasectoral Obligations”: Means all obligations applicable to Light SESA and Light Energia in the regulatory framework, including those provided for in ANEEL Normative Resolution 917/2021, and any expenses related to the Light SESA Concession Contract and the Light Energia Concession Contract demanded by the Grantor Authority or that aim to maintain the provision of the public service. For the avoidance of doubt, the Intrasectoral Obligations are not subject to the Judicial Reorganization and, therefore, are not affected or modified by the Plan to any extent.

“Exempted Parties”: Means the Debtor, Light SESA, Light Energia, the Anchor Shareholder, and its respective Affiliates, Controlled entities, subsidiaries, related companies, associated entities, and other companies belonging to the same group, and their respective shareholders, officers, directors, auditors and advisory committee members, employees, lawyers, advisors, agents, mandataries, and representatives, current or former, including their predecessors and successors.

“Assessment Period”: Means, after the expiration of a 36 (thirty-six) months term counted

from the Restructuring Closing Date – Local Instruments, and not before a period of 42 (forty-two) months from the Restructuring Closing Date – Local Instruments, the annual period in which the available cash resources of Light SESA must be calculated to verify the existence of Cash Surplus to be used for early redemption or extraordinary amortization of the Supporting Converting Creditors’ Non-Convertible Debentures or the Supporting Non-Convertible Creditors’ Debentures, as may be the case and in accordance with the priority in the payment of the Supporting Converting Creditors. The first measurement will take place on the last day of September after the grace period referred to above has elapsed, and the other measurements will take place annually, always based on Light’s audited financial statements of September 30 of each year.

“Institutional Stability Period”: Has the meaning set forth in Clause 8.2.

“Plan”: Means this judicial reorganization plan, including all its Annexes.

“Indicative Action Plan”: Means the indicative action plan outlining the steps and actions to be adopted for the implementation of the restructuring measures provided in this Plan concerning the SESA Debentures, substantially in the form described in **Annex C**, which may be adjusted or modified as necessary to meet applicable regulatory and/or operational requirements and to enable the implementation of such measures, provided that any adjustments or modifications do not impact the restructuring of the Unsecured Claims under the options to which the Unsecured Claims have adhered, as provided in this Plan.

“Ancillary Foreign Proceedings”: Means the ancillary procedures for the recognition of the Judicial Reorganization abroad that may be initiated by the Light Group to assist in the implementation of this Plan, including the Chapter 15 and the Scheme of Arrangement.

“Reais” or “R\$”: Means the national currency in the Federative Republic of Brazil, that is, the Real.

“Judicial Reorganization”: Means the judicial reorganization process of Light, filed under No. 0843430-58.2023.8.19.0001, in process before the 3<sup>rd</sup> Business Court of the Capital of the State of Rio de Janeiro.

“Resources Unsecured Claims R\$ 30,000.00”: Has the meaning set forth in Clause 6.1.3.1.

“List of Creditors”: Means the list of creditors presented by the Judicial Trustee on September 12, 2023 (ID No. 76945637) and which may be amended from time to time, either as a result of judgments in the judicial stage of the credit verification procedure (as provided for in the LRF), in the context of credit claims and challenges, or as a result of court or arbitration decisions that recognize new Pre-Petition Claims or alter the legitimacy, classification or value of already recognized Pre-Petition Claims, provided that they have become final or that such recognitions, alterations, classifications or values take effect as a result of a specific court order issued by the Judicial Reorganization Court.

“Concession Renewal”: Means the date on which the new concession contract for the renewal of the concession held by Light SESA is signed by and between Light SESA and the Granting Authority.

“Scheme of Arrangement”: Means the insolvency procedure in the United Kingdom provided for in the Companies Act 2006, which may be launched in addition to the Judicial Reorganization for the implementation of the restructuring of the Restructuring Notes Claims.

“Exchange Rate”: Means, for any event provided for in this Plan, the variation factor of the closing price of the United States Dollar selling rate (PTAX), available on the Central Bank’s website (<https://www.bcb.gov.br/>), which shall be used down to four (4) decimal digits, used by the Judicial Trustee for the Creditor List considered on the date of the General Creditors Meeting at which this Judicial Reorganization Plan is approved.

“Term Sheet Bondholders”: Is the Restructuring Term Sheet and its respective annexes, executed on May 9, 2024, by the Light Group and certain Bondholders, included in **Annex D**. The Term Sheet Bondholders may be replaced by the Bondholders Plan Support Agreement, solely aiming at the implementation of the terms and conditions provided in the Plan and in the Term Sheet Bondholders, provided that the transaction’s implementation as set forth in the Term Sheet Bondholders is subject to the minimum adhesion of the Bondholders who are holders of 60% (sixty percent) of the Restructuring Notes Claims to the Bondholders’ Plan Support Agreement and/or to the payment options provided in Clauses 6.1.1 or 6.1.2 of this Plan.

“Supporting Converting Creditors Adhesion Term”: Means the adhesion term to be filled out and submitted by the Supporting Converting Creditors that opt for the payment method set forth in Clause 6.1.1.

“SESA Financial Supporting Creditors Adhesion Term”: Means the adhesion term to be filled out and submitted by the SESA Financial Supporting Creditors that opt for payment method set forth in Clause 6.1.4.

“Supporting Non-Converting Creditors Adhesion Term”: Means the adhesion term to be filled out and submitted by the Supporting Non-Converting Creditors that opt for payment method set forth in Clause 6.1.2.

“TJRJ”: Means the Court of Justice of the State of Rio de Janeiro.

“Maximum Value New Resources Increase”: Has the meaning set forth in Clause 4.1.1(i).

“Total Issue Value”: Has the meaning set forth in Clause 6.1.1.3.

“Maximum Conversion Volume Supporting Converting Creditors”: Has the meaning set forth in Clause 6.1.1.2.

## **2. INITIAL CONSIDERATIONS**

### **2.1. History**

With more than 100 years of operation, Light’s origin dates back to the constitution of *The São Paulo Tramway* (“SP Tramway”), in 1899, a company that worked in the public transport sector and in the generation and distribution of electricity, being also authorized to operate lighting, telegraphy and telephony services. In that same year, SP Tramway started the

construction of Brazil's first large-scale power plant, the Parnaíba Hydroelectric Power Plant ("UHE Parnaíba"), located on the Tiete River, which was completed in 1901. A few years later, the surplus energy from UHE Parnaíba was used for public lighting in the city of São Paulo.

In order to expand its operations to Rio de Janeiro – at the time, Brazil's federal capital – in 1904, the same Canadian group that founded São Paulo Tramway constituted, in Toronto, *The Rio de Janeiro Tramway, Light and Power Co. Ltd* ("RJ Tramway, Light and Power"), which, in 1907, became directly responsible for providing lighting services in the city of Rio de Janeiro. From July 1912, São Paulo Tramway and RJ Tramway, Light and Power were brought together under the same *holding* company, called Brazilian Traction Light and Power Co. Ltd.

In 1959, already under the name of Companhia Carris Luz e Força do Rio de Janeiro Ltd., RJ Tramway, Light and Power was nationalized and assumed the name Rio Light SA - Serviços de Eletricidade e Carris, later changed to Rio Light SA – Serviços de Eletricidade.

In 1967, with the unification of the various concessionaires then belonging to Rio Light SA – Serviços de Eletricidade, which operated on the Rio-São Paulo axis, through its merger into São Paulo Light, Light Serviços de Eletricidade S.A. was formed. In 1979, the controlling equity interest of Rio Light SA – Serviços de Eletricidade was acquired by Eletrobrás.

With the creation of Eletropaulo, in 1981, the Government of the State of São Paulo took over the services provided by the group in the region. In Rio de Janeiro, the company, until then called Rio Light SA – Serviços de Eletricidade, assumed the new name Light – Serviços de Eletricidade S.A.

In 1996, Light – Serviços de Eletricidade S.A. was privatized, and its controlling equity interest was acquired by a consortium formed by Eletricité de France – EDF; AES Corporation; Reliant Energy; and Companhia Siderúrgica Nacional. In 2002, the corporate reorganization process was concluded, resulting in the consolidation of Eletricité de France – EDF as the controlling shareholder of Light – Serviços de Eletricidade S.A.

In 2005, the company joined Novo Mercado of Bovespa, becoming part of the listing segment characterized by the best corporate governance practices. In order to comply with the legislation in force, the company's de-verticalization process was carried out, which gave rise to the creation of the holding company Light S.A. (Debtor), which became the controlling shareholder of Light Energia, in charge of the generation and transmission of energy, and of Light SESA, in charge of energy distribution.

The following years were marked by numerous changes in the corporate composition within the Light Group, as well as by the continuation of large investments in its various segments of activity, resulting in the current structure, indicated in item 2.2 below.

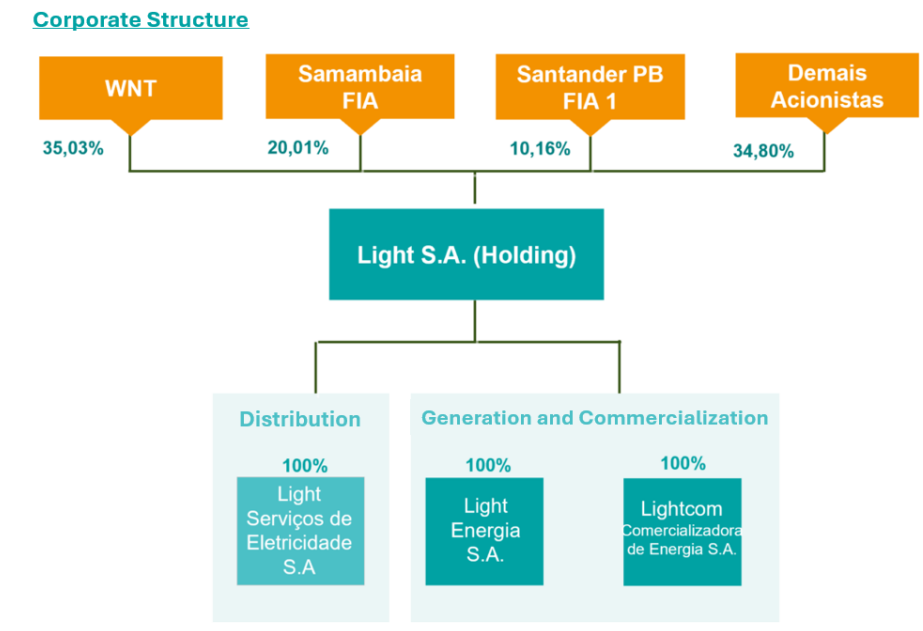
In view of the brief historical description above, the Light Group's operations are intrinsically linked to the urban and electricity development of the State of Rio de Janeiro, with also relevant contributions in the city of São Paulo, one of the main commercial and urban centers in the country. Nowadays, the Light Group and its Affiliates serve about 11.6 million citizens

in Rio de Janeiro, operating in all stages of the electricity supply chain, including its generation, transmission, distribution, and commercialization. Thus, the economic and social relevance of the Light Group is undeniable, whose contribution throughout its history with technology, innovation and generation of numerous direct and indirect jobs has been fundamental to the development of the State of Rio de Janeiro.

## **2.2. Organizational and Operational Structure**

Light's share capital, already fully subscribed and paid in, is R\$ 5,473,247,477.89, represented by 372,555,324 common shares, all nominative, book-entry and without par value.

The corporate structure of the Light Group and its Affiliates is illustrated below:



From an operational point of view, the activities of the Light Group (as defined in this Plan) are performed as follows:

- Light is the holding company, having as its activities the participation in other companies, through which the activities related to the generation, transmission, distribution and commercialization of electricity segments are explored and developed.
- Light SESA is the Light Group's company that, through a concession, operates in the energy distribution segment, being the fourth largest energy distributor in Brazil in terms of supply revenue and the sixth largest in terms of quantity of energy distributed to the captive market, according to 2021 data from ANEEL's Market Information Monitoring System for Economic Regulation.
- Light Energia is Light's wholly owned subsidiary which, through a concession, operates in the segment of generation and transmission of electricity, as well as of

commercialization of its own production. All the energy it generates comes exclusively from hydraulic sources and is therefore considered “clean.” The assets it owns comprise, directly or indirectly, five hydroelectric power plants and one small hydroelectric power plant, being: (i) Fontes Nova, Nilo Peçanha, Pereira Passos and PCH Lajes, which constitute the Lajes Complex (in Piraí); (ii) Ilha dos Pombos, in the municipality of Carmo, State of Rio de Janeiro (bordering the state of Minas Gerais), and (iii) Santa Branca, in the municipality of Santa Branca, in the State of São Paulo. The Lajes Complex also includes two pumping plants: Santa Cecília and Vigário, which generate energy and supply water to the metropolitan region of Rio de Janeiro.

### **2.3. Reasons for the Crisis**

The Light Group’s performance is nationally recognized and, since its inception, has been marked by excellence in the provision of public services and tireless investment in innovation to the benefit of the Rio de Janeiro community. Like any company, there have been numerous challenges faced since the beginning of its journey. Some regional specificities have also required the Light conglomerate to make decisions to minimize losses that were beyond its control and interference.

However, amid the efforts always made to optimize its obligations and to preserve its operations, the reality of the Light Group has become serious and worrying, especially due to several factors, such as: (a) non-technical losses (euphemism for energy thefts) have remained at an expressive level; (b) a drop in the consumer market of almost 20% (twenty percent) since 2014 due to the economic degradation of the concession area; (c) the share of consumers who pay for electricity in Rio de Janeiro has gradually decreased in recent years; (d) the investments made by the Light Group did not have a return in the proportion expected of them; (e) the Company’s financial planning was impacted by the law that determined the full return, to consumers, of tax credits earned after the exclusion of ICMS from the PIS/COFINS calculation basis; and (f) the COVID-19 pandemic, which strongly affected the global and domestic market.

Non-technical losses, in particular, merit more detailed considerations, due to their high contribution to the significant economic and financial impact suffered by the Light Group on its cash flow, which has been widely reported in the national press.

The increased restriction of access to areas within its concession, especially in areas dominated by paramilitary criminal groups, substantially affects the fight against theft and, consequently, the Light Group’s coffers, despite the large and repeated investments made to combat them, and it has the potential to jeopardize the continuity of the concessions operated by the Light Group.

The impossibility for representatives of the Light Group to access these areas – called Areas of Severe Restrictions to Operation (ASRO) – to cut off irregular connections and collect retroactive invoices makes it impossible to combat energy theft and default in such locations, with severe financial impacts to the Light Group.

ANEEL sets a regulatory loss target. If losses exceed the established target, the surplus is not

fully covered by the tariffs charged. Therefore, it is up to the Light Group to bear the effects related to losses above the percentage set by ANEEL, which end up materializing as losses.

This is a complex problem, whose resolution requires the adoption of measures that go beyond what can be done by the Light Group itself. In 2021 alone, the loss resulting from such theft reached around R\$ 680 million and, in that same year, 33% of the investments made by Light SESA – i.e., more than R\$ 390 million – were allocated to combat these illicit activities. In 2022, the loss resulting from energy theft reached approximately R\$ 550 million, and 49% of the investments made by Light SESA – i.e., more than R\$ 610 million – were allocated to fight against such illicit activities. Despite the large investments made by the Light Group, including the development of the so-called “sixth generation” of protection system where energy thefts occur, the problem and its significant financial impacts persist.

Nevertheless, the billed consumption of low-voltage electricity in Rio de Janeiro has been gradually shrinking over the last decade, with a 12,5% reduction in the volume of energy consumed between 2013 and 2022.

As disclosed in its consolidated financial statements for the fiscal year ended on December 31<sup>st</sup>, 2022, Light showed a loss of about R\$ 5.6 billion.

A substantial part of this loss is related to the recognition of the provision of a billionaire value for the return of PIS/COFINS credits to consumers. Federal Law No. 14,385/2022 determined the full return, to consumers, of tax credits earned after the exclusion of ICMS from the PIS/COFINS calculation basis in electricity bills, retroactively, based on the judgment of Extraordinary Appeal No. 574,706/PR, which gave rise to the Theme No. 69 of General Repercussion of the Federal Supreme Court.

Light began to return these credits in 2021, being R\$ 374.2 million in the 2021 readjustment, and R\$ 1.05 billion in the 2022 readjustment. At the end of December 2022, there was an extraordinary tariff review of -5,89%, resulting from the return of such amounts. Depending on what is decided in the context of the challenge to Federal Law No. 14,385/2022, either in the individual action filed by Light or in the Direct Action of Unconstitutionality No. 7,324/DF, which is awaiting for consideration by the Plenary of the Federal Supreme Court, in the current year of 2023, the Light Group may be obliged to pay the consumers a significant amount, by means of a discount on tariffs.

The reasons described above created a situation of difficulties for the Light Group, which worsened due to the events that occurred from mid-2022 onwards, leading to the initiative adopted by Light to request its judicial reorganization in order, under the auspices of such procedure, to proceed with the equalization of its financial liabilities covered by the Judicial Reorganization, for which Light SESA and Light Energia are also co-obliged.

#### **2.4. Viability of Light**

Notwithstanding the reasons for the crisis pointed out above and the need for protection, under the terms of the LRF, to enable the equalization of the financial indebtedness covered and subject to the effects of the Judicial Reorganization, the Light Group carries out indisputably viable activities, serving around 11.6 million consumers, and Light SESA is even included in

ANEEL's ranking for 2022 as one of the best distributor for the "DEC" (Equivalent Interruption Duration) indicator, as well as one of the best distributor for the "FEC" (Equivalent Interruption Frequency) indicator, for companies with more than 1 million consumers, and, until September, 2023, the DEC indicator of 6,88 hours. Such data demonstrate its robust and consolidated knowledge of the market in which it operates.

The Light Group has always been attentive to the sectoral and intrasectoral obligations and remains in compliance with them, as well as with the fulfillment of its quality targets established by ANEEL.

The Debtor trusts in its operational capacity and that, through the implementation of the measures provided for in this Plan, the crisis affecting the Light Group will be overcome, to the benefit of Light itself, its Pre-Petition Creditors, its customers and other stakeholders, providing for the preservation of the activities performed and the provision of quality service to its consumers, and, consequently, the maintenance of the productive source and the numerous existing jobs and generation of others, promoting its social function and stimulating economic activity, objectives stated in the LRF.

In addition, the viability of the Plan and the measures provided for herein is attested and confirmed by the Reports, which also present the evaluation of Light's assets and properties, in compliance with the provisions of art. 53, items II and III, of the LRF.

### **2.5. Measures already adopted for the benefit of the restructuring**

Since the beginning of its restructuring, the Debtor has been adopting a series of measures aimed at improving its operation and ensuring favorable conditions for the renewal of the Light SESA Concession Contract and the Light Energia Concession Contract.

Despite the numerous financial challenges, the Light Group has improved its operational indicators, especially DEC and FEC over the last few years, in the certainty that customer service is, and continues to be, a non-negotiable priority in the conduct of its activities.

In addition, an in-depth management intervention was imposed in order to improve the Light Group's operating costs, in line with the specific plan of actions and measures that seek to address economic and financial sustainability, according to the documents presented by Light SESA to ANEEL.

On June 2<sup>nd</sup>, 2023, Light SESA and Light Energia filed, before the MME, requests for extension of their respective concessions, and the processes are ongoing regularly, and awaiting a manifestation by the MME.

As shown above, Debtor has been striving to meet the requirements necessary to renew its concession, and the equalization of its debt is a crucial measure to this end.

As informed to the market through the Material Fact disclosed by Light and Light Energia on April 11, 2024, the Unsecured Creditors holding Excluded Energia Credits entered into the Energia Transaction Instruments with the Debtor and Light Energia, among other agreed terms and conditions, (i) the renegotiation of the Excluded Energia Credits, (ii) the termination of

the Debtor's co-obligation for all and any obligations related to the said Excluded Energia Credits, granting the Debtor the fullest, general, irrevocable and unconditional release and quitclaim with respect to all rights and claims that they may have had until then against the Debtor in relation to such Excluded Energia Credits, and (iii) the revocation of the protective effects of the stay period granted to Light Energia, through the decision of ID No. 58279881, in relation to the Excluded Energia Credits. The renegotiation of the Excluded Energia Credits, as provided for in the Energia Transaction Instruments, was ratified by the Reorganization Court through decision ID No. 113451207, issued on April 18, 2024.

### **3. GENERAL PROVISIONS**

**3.1.** The purpose of the provisions below is to present and clarify the basis and conditions necessary for the interpretation of this Plan, including its Annexes.

**3.2. Conflicts between Clauses.** In the event of a conflict between Clauses, the Clause containing a specific provision shall prevail over the Clause containing a generic provision.

**3.3. Conflict with Annexes.** In the event of a conflict between any provision of the Plan and any of the Annexes, the provisions of this Plan shall prevail.

**3.4. Conflicts with Contracts.** In the event of a conflict between any provision of this Plan and any provisions of any contracts and/or deeds relating to Pre-Petition Claims, the provisions of this Plan shall prevail.

**3.5. Legal Provisions.** References to legal provisions should be construed as references to the Laws in force on this date, except as otherwise provided in this Plan.

**3.6. Terms.** All terms set forth in the Plan must be considered in accordance with art. 132 of the Brazilian Civil Code, which establishes that the day on which the term begins shall be excluded and the last day of the term shall be included. All terms and deadlines referred to in this Plan (whether counted in Business Days or not), which falls on a day that is not a Business Day, shall be deemed to be immediately extended to the subsequent Business Day.

#### **3.7. Rules of Interpretation.**

**3.7.1.** The headings and titles of the Plan clauses are for convenience of reference only and will not limit or affect the meaning of the clauses, paragraphs, or items to which they apply.

**3.7.2.** References to any documents or other instruments include all amendments, replacements, and consolidations thereof and supplements thereto, unless expressly provided otherwise in this Plan.

**3.7.3.** The use of the terms “inclusive”, “including” and other similar terms in the Plan, followed by any general statement, term or matter shall not be construed so as to limit such statement, term or matter to the specific items or matters inserted immediately after such a word – as well as to similar items or matters – but shall instead be deemed to refer to all other items or matters which could reasonably be brought

within the broadest possible scope of such statement, term or matter, and such terms shall always be read as if accompanied by the term “for example”

**3.7.4.** Unless expressly provided otherwise in this Plan, the annexes and documents mentioned therein are integral parts of the Plan for all legal purposes and their content is binding.

**3.8. General Rules Applicable to the Payment of Pre-Petition Claims.** The Plan applies to all Pre-Petition Claims, whereas this Plan and/or the instruments to be executed pursuant to this Plan, as applicable, will replace, or amend and consolidate all contracts and other instruments that gave rise to the Unsecured Claims.

#### **4. MAIN MEANS OF REORGANIZATION**

**4.1. Overview.** Light proposes the adoption of the measures listed below as a way to overcome its current and momentary economic and financial crisis, which are detailed in the specific sections of this Plan, under the terms of the LRF and other applicable Laws.

**4.1.1. New Capitalization.** Light will promote a capital increase of at least R\$ 1,000,000,000.00 (one billion Reais) and a maximum of R\$ 3,700,000,000.00 (three billion, seven hundred million Reais), which will comprise:

- (i) the contribution of new resources in the amount of up to R\$ 1,500,000,000.00 (one billion, five hundred million Reais) (“Maximum Value New Resources Increase”), with the consequent issue by private subscription (i.e., without registration with the CVM) of new Light Shares and warrants as an additional benefit to the subscribers, pursuant to arts. 77, 170, *Paragraph* 1 and 171, *Paragraph* 2, of the Brazilian Corporations Law and other applicable legal provisions, which enable the subscription and payment in full of said new Light Shares (i) by the Anchor Shareholder (“New Anchor Shareholder Shares”), in the amount of up to R\$ 1,000,000,000.00 (one billion Reais) (“Anchor Shareholder Increase Amount”), including the obligation to subscribe any remaining shares within the scope of mentioned increase to ensure a contribution of new funds equivalent to the Anchor Shareholder Increase Amount, and (ii) by other shareholders holding Light Shares in circulation at the time of said capital increase who may exercise their respective preemptive rights, by means of a cash contribution, in which case the Anchor Shareholder Increase Amount shall be reduced at the exact amount actually received by Light as a result of the subscription and the payment of Light Shares by other shareholders holding Light Shares due to the exercise of their preemptive rights (“New Market Shares”) (“New Resources Capital Increase”); and
- (ii) the issuance of Light Convertible Debentures in the amount of up to R\$ 2,200,000,000.00 (two billion, two hundred million Reais), through the subscription of said debentures and their payment with part of the Adjusted

Unsecured Claims held by the Unsecured Creditors who have adhered to this payment option, which will be mandatorily converted into Light Shares within 90 (ninety) days of the date of the Concession Renewal, as provided for in Clause 5.

**4.1.1.1.** The New Resources Capital Increase will be carried out through the private subscription of New Anchor Shareholder Shares and New Market Shares and New Resources Capital Increase Warrants issued by Light and granted as an additional benefit for the subscription of the new Light Shares issued under the Capital Increase, and the New Resources Capital Increase Warrants will have the characteristics set forth in Clause 5.1.6.

**4.1.2. Restructuring of Unsecured Claims.** Light will restructure and equalize its financial liabilities, which comprise the Pre-Petition Claims and correspond strictly to Unsecured Claims, adapting them to its payment capacity, by the formalization of debt instruments and securities, in a way to adequate the Light Group's capital structure, under the terms established in Clause 5.

**4.1.3. New Resources.** Without prejudice to the New Resources Capital Increase, Light may also, after Restructuring Closing Date, and provided that the provisions of the Restructured Debt Instruments are observed, prospect and adopt measures, including during the Judicial Reorganization and without the need for prior authorization from the Reorganization Court or the Pre-Petition Creditors at a new General Creditors Meeting or in any other way, aimed at obtaining new resources, through the implementation of any capital increases through public or private subscription, including the capital increases provided for in this Plan and Authorized Capital Increases, contracting new lines of credit, financing of any nature, formation of a Credit Rights Investment Fund, securitization of credits, or other forms of funding, including in the capital markets and with the establishment of guarantees, to be approved under the terms of the respective bylaws of the companies that constitute the Light Group, as the case may be, subject to the terms set forth in this Plan and in articles 66, 67, 69-A and following, 84 and 149 of the LRF, provided that the measures taken by Light do not harm or impact the fulfillment of this Plan, the guarantees to be provided to the Pre-Petition Creditors in the manner provided in this Plan, or Light's capacity to comply with this Plan. Any new resources raised in the capital market during the course of the Judicial Reorganization will have a non-subject nature for the purposes of the provisions of the LRF.

**4.1.4. Corporate Reorganization.** Light may, after Restructuring Closing Date, provided that the terms of the Restructured Debt Instruments are observed, carry out one or more corporate reorganizations aiming at obtaining a more efficient and adequate structure for the implementation of the proposals set forth in this Plan, the continuity of the activities carried out by itself, by Light SESA, by Light Energia, or by any of their Affiliates, the implementation of its strategic business plan, or any other corporate reorganization that may be defined by the Debtor in the due course, under the terms of art. 50 of LRF, including for the purpose of admitting new shareholders to its shareholder base, provided that such reorganizations do not harm or impact the

fulfillment of this Plan, the guarantees to be provided to the Pre-Petition Creditors in the manner provided in this Plan, or Light's capacity to comply with this Plan and does not represent any burden and/or cost for the Pre-Petition Creditors.

**4.1.5. Extraordinary General Meeting – Amendment to Light's Bylaws.** Within forty-five (45) days counted from the date of the Ratification Date, Light shall convene, in accordance with its Bylaws and applicable Laws, an extraordinary general meeting of Light's shareholders to resolve on the amendment to its Bylaws to, among other matters, increase the limit of its authorized capital and include an attribution to Light's Board of Directors to deliberate on the issuance of convertible debentures and warrants, for the purpose of allowing the implementation of the measures provided for in this Plan ("Preparatory EGM"). The Preparatory EGM shall be installed and conducted in accordance with Light's Bylaws, and corresponding minutes shall be disclosed in the records of the Judicial Reorganization for the knowledge of Creditors and the Judicial Trustee as soon as it is made available to the CVM.

## **5. NEW RESOURCES CAPITAL INCREASE**

**5.1. New Resources Capital Increase.** In view of the need for new resources to ensure the implementation of the terms and conditions of the restructuring of Pre-Petition Claims contemplated in this Plan, as well as the success of the Judicial Reorganization of Light, Light undertakes to carry out the New Resources Capital Increase, to be carried out in the form of this Plan and in compliance with applicable legislation, within 90 (ninety) calendar days after the date of the Concession Renewal, including the taking of all necessary measures to carry out the New Resources Capital Increase, subject to the following terms and conditions:

**5.1.1. Capital Increase Amount.** The total amount of the New Resources Capital Increase shall correspond to the amount necessary to cover the Anchor Shareholder Increase Amount, plus any amounts contributed by Light's other shareholders at the time of the New Resources Capital Increase, by virtue of the exercise of the preemptive rights provided for in Clause 5.1.5 below. For this purpose, and observing the Maximum Value New Resources Increase, the New Resources Capital Increase must be approved in an amount sufficient to enable (i) to the Anchor Shareholder, the right to subscribe and pay up the New Anchor Shareholder Shares, in the amount of the Anchor Shareholder Increase Amount; and (ii) the other shareholders of Light, the right to subscribe and pay up new Light Shares issued by Light in proportion to the numbers of shares they hold, under the terms of Brazilian Corporations Law. Light will be responsible for confirming the final amount of the New Resources Capital Increase as soon as possible after the end of the period for exercising the preemptive right provided for in this Plan and in article 171, Paragraph 4 of the Brazilian Corporations Law.

**5.1.2. New Resources Capital Increase Structure.** The New Resources Capital Increase will be carried out through the private issuance of (i) the New Anchor Shareholder Shares, which will be paid up by the Anchor Shareholder by means of cash contribution; (ii) the subscription and payment by Light's shareholders of the New Market Shares issued as a result of the exercise of the preemptive right provided

for in Clause 5.1.5 and paid in by means of cash contribution; and (iii) New Resources Capital Increase Warrants issued by Light, attributed free of charge as an additional advantage to the subscribers of the new Light Shares to be issued in the context of the New Resources Capital Increase, all without unjustified dilution and observing the preemptive right of Light's shareholders provided for in Clause 5.1.5 below.

**5.1.3. Extraordinary General Meeting.** Within forty-five (45) days from the date of the Concession Renewal, Light shall convene, in accordance with its Bylaws and the Laws in force, an extraordinary general meeting of Light's shareholders to resolve on carrying out the New Resources Capital Increase ("New Resources Capital Increase GM"). The New Resources Capital Increase GM must be installed and conducted in accordance with Light's Bylaws, and the corresponding minutes must be disclosed in the Judicial Reorganization records, for the knowledge of Creditors and the Judicial Trustee as soon as they are made available to the CVM.

**5.1.4. Criteria for Defining the Issue Price.** The issue price of each of the New Anchor Shareholder Shares and the New Market Shares to be submitted by Light's management for resolution at the New Resources Capital Increase GM will be R\$6.29 (six Brazilian Reais and twenty-nine cents), calculated by the volume weighted average price (VWAP) of Light Shares traded on B3 in the 60 (sixty) trading sessions held on the days immediately preceding February 23, 2024 (including), defined under the terms of article 170, Paragraph 1, item III of the Brazilian Corporations Law. For each 1 (one) Light Share subscribed in the New Resources Capital Increase, 2 (two) New Resources Capital Increase Warrants will be issued as an additional advantage under the terms of Clause 5.1.6 below.

**5.1.5. Preemptive Right.** Pursuant to article 171 of the Brazilian Corporations Law, the shareholders of Light at the time of the New Resources Capital Increase GM will have preemptive rights to subscribe for the New Market Shares to be issued as a result of the exercise of preemptive rights, in proportion to the number of Light Shares held on the date of the New Resources Capital Increase GM, exercisable within a maximum period of 30 (thirty) days from the publication of the respective minutes, which must be carried out by the Company on the Business Day immediately following the New Resources Capital Increase GM. The issue of the New Anchor Shareholder Shares and the New Market Shares will comply with the terms and conditions set out in the Brazilian Corporations Law, especially the preemptive right set out in Article 171 and its Paragraphs 2 and 3 of the Brazilian Corporations Law, as applicable, and will confer the same rights as those conferred by the other Light Shares in circulation.

**5.1.6. New Resources Capital Increase Warrants.** In exchange for (i) the subscription and payment in full of the New Anchor Shareholder Shares by the Anchor Shareholder; and (ii) the subscription and payment in full of the New Market Shares by the shareholders who exercise their preemptive rights pursuant to Clause 5.1.5, Warrants will be issued by Light, as an additional advantage to the issuance of the new common shares in the context of the New Resources Capital Increase, which will be delivered, pro rata, to all subscribers of the New Resources Capital Increase, observing the applicable rules and the following terms and conditions ("New Resources Capital

Increase Warrants”)

- (i) Right to Receive Common Shares: The New Resources Capital Increase Warrants will be attributed free of charge as an additional advantage to all subscribers of the new Light Shares to be issued in the context of the New Resources Capital Increase and will confer to their holders the right to receive Light Shares, upon payment of R\$ 0.01 (one cent of Real) for each new common share issued as a result of the exercise of each New Resources Capital Increase Warrant.
- (ii) Exercise Period: The New Resources Capital Increase Warrants may be exercised (i) by the Anchor Shareholder and (ii) by the shareholders of Light who exercise their respective preemptive rights pursuant to Clause 5.1.5, under the terms and conditions for their exercise, on the same date on which the Restructuring Capital Increase is concluded. Once the New Resources Capital Increase Warrants have been validly exercised, Light shall issue and deliver the corresponding number of shares to the holder within 15 (fifteen) Business Days.
- (iii) Number of New Resources Capital Increase Warrants: The exercise of the New Resources Capital Increase Warrants will entitle the holder to receive 2 (two) Light Shares for each 1 (one) Light Share subscribed in the New Resources Capital Increase.

**5.1.7. Use of Funds Raised in the New Resources Capital Increase.** Unless otherwise stipulated in Clause 5.1.7.1, the Debtor undertakes to use all new funds from the New Resources Capital Increase to carry out, within 30 days following the conclusion of the New Resources Capital Increase, a capital increase in Light SESA in an amount equivalent to the amount of the raised funds, through the subscription and payment of new common shares issued by Light SESA.

**5.1.7.1.** In the event that the New Resources Capital Increase results in the raising of new funds by the Debtor exceeding the amount of R\$ 1,000,000,000.00 (one billion Reais), the surplus must be used as follows: (i) 70% (seventy percent) of the aforementioned surplus amount shall be used by the Debtor to carry out, within 30 days from the date of conclusion of the New Resources Capital Increase, a capital increase in Light SESA in an amount equivalent to the aforementioned surplus amount, through the subscription and full payment of new common shares to be issued by Light SESA; and (ii) 30% (thirty percent) of the aforementioned surplus amount shall be retained by the Debtor to replenish its cash balance, enabling the Debtor to cover the costs of the restructuring outlined in this Plan.

**5.1.8. Negotiation Restriction Period.** The New Anchor Shareholder Shares, the New Market Shares, and the new common shares to be issued by the Debtor as a result of the exercise of the New Resources Capital Increase Warrants will be subject to a trading restriction period as per the release schedule outlined in **Annex 5.1.8**. This restriction period will become effect immediately after the delivery of said new shares

to their respective subscribers.

## **6. RESTRUCTURING OF UNSECURED CLAIMS**

**6.1. Unsecured Claims.** The payment of the Unsecured Creditors will be carried out in accordance with the terms and conditions described below.

**6.1.1. Supporting Converting Creditors – Light Convertible Debentures** – The Unsecured Creditors who are in compliance with their Non-Litigation Commitment provided for in Clause 10.4, and who have agreed to receive Light Convertible Debentures in payment of at least 35% (thirty-five percent) of their respective Adjusted Unsecured Claims (“Minimum Conversion”), by the submission of the Supporting Converting Creditors Adhesion Term (“Supporting Converting Creditors”), according to the procedure to be informed in the Notice to the Market Adherence to the Options and within 30 (thirty) calendar days from the Date of Disclosure of the Notice to the Market of Adherence to the Options will receive payment of their respective Adjusted Unsecured Claims under the terms and conditions set forth in this Clause 6.1.1 and its subclasses.

**6.1.1.1.** For the purposes of the Minimum Conversion, it will be considered (i) the Adjusted Unsecured Claims held by each Unsecured Creditor individually, as well as (ii) the Adjusted Unsecured Claims held by different holders, in aggregate, provided that the management of such Unsecured Credits is carried out by a common manager (“Common Manager”) for such holders, so that (a) once the Minimum Conversion amount is reached in aggregate, (b) the treatment applicable to the Supporting Converting Creditors will specifically extend to the individual Adjusted Unsecured Claims held by each of the respective holders under management of the Common Manager, in the option provided for in Clause 6.1.1.

**6.1.1.2. Payment to Supporting Converting Creditors.** Supporting Converting Creditors who timely choose the payment option set forth in Clause 6.1.1 above and comply with the requirements described therein will receive payment of their Unsecured Claims through the delivery of (a) Light Convertible Debentures, under the terms set forth in Clause 6.1.1.3 and subclauses with an aggregate maximum limit, considering Adjusted Unsecured Claims in Brazilian Reais and in US Dollars, of R\$2,200,000,000.00 (two billion and two hundred million Reais) (“Maximum Conversion Volume Supporting Converting Creditors”); (b) Warrants issued by Light, granted for free as an additional benefit to Unsecured Creditors who have opted for the payment option set forth in Clause 6.1.1 and its subclauses and to whom Light Convertible Debentures will be delivered, as provided for in Clause 6.1.1.4; and (c) as applicable, if there is a remaining balance of Adjusted Unsecured Claims after allocation within the limits listed in item (a) of this Clause 6.1.1.2, Supporting Non-Converting Creditors’ Debentures, as provided for in Clause 6.1.1.6, within an aggregate global limit, considering Adjusted Unsecured Claims in Reais and in Dollars, of R\$ 4,100,000,000.00 (four billion and one hundred million Reais); and (d) as applicable, if there is a remaining balance of Adjusted Credits after allocation

within the limits listed in items (a) and (c) of this Clause 6.1.1.2, Supporting Non-Converting Creditors' Debentures.

**6.1.1.3. Light Convertible Debentures.** On the Restructuring Closing Date – Local Instruments, Light will issue Light Convertible Debentures in the total amount equivalent to up to the Maximum Conversion Volume Supporting Converting Creditors, under the terms of the Light Convertible Debentures deed, which constitutes **Annex 6.1.1.3**, which may be adjusted or adapted, as necessary, solely to meet applicable regulatory and/or operational requirements and to enable the implementation of the measure provided herein, provided that any adjustments or adaptations (i) do not impact the restructuring of the Unsecured Claims under the terms of the option provided in this Clause 6.1.1.3 (“Light Convertible Debentures Deed”), for payment of part of the Adjusted Unsecured Claims held by each Supporting Converting Creditor; (ii) have no negative impact in relation to the Supporting Converting Creditor; or (iii) in any way result in an advantage for any Pre-Petition Creditor in relation to the Supporting Converting Creditor vis-à-vis the conditions provided for in the Plan. The effective total issue value of the Light Convertible Debentures will be calculated based on the adhesions of Supporting Converting Creditors to the option provided for in Clause 6.1.1 and subclauses (“Total Issue Value”) and will be disclosed in the Notice to the Market Result of the Options. The Light Convertible Debentures will be issued in a single series.

**6.1.1.3.1. Criteria for Determining the Conversion Price of Light Convertible Debentures.** The conversion price of Light Convertible Debentures into common shares of Light, to be issued as provided in Clause 6.1.1.3, will be R\$6.29 (six reais and twenty-nine cents), equivalent to the volume-weighted average price (VWAP) of trading of Light common shares on B3 in the 60 (sixty) trading sessions immediately preceding February 23, 2024 (inclusive). Upon the conversion of Light Convertible Debentures into Light Shares, as provided in Clause 6.1.1.3.2, for each R\$1.00 (one Real) of Light Convertible Debentures issued under the terms and conditions of the Light Convertible Debentures Deed, R\$1.00 (one Real) of the balance of Adjusted Unsecured Claims owned by Supporting Converting Creditors will be paid.

**6.1.1.3.2. Mandatory Convertibility.** The Light Convertible Debentures will be automatically and fully converted into Light Shares, which will be delivered to the respective Supporting Converting Creditors within 90 (ninety) calendar days from the date of the Concession Renewal, but only after the New Resources Capital Increase is concluded under the terms set forth in this Plan and in the Light Convertible Debentures Deed.

**6.1.1.3.3. Characteristics of the Light Convertible Debentures.** Pursuant to article 56 of the Brazilian Corporations Law, no interest, fixed or variable, profit sharing or redemption premium will be applicable to the Light Convertible Debentures. The Light Convertible Debentures will mature on

August 31, 2027. Notwithstanding the provisions of this Clause 6.1.1.3.3, the total amount of the Light Convertible Debentures shall only be due by Light, and shall be paid on the maturity date referred to above, if there has been no Concession Renewal.

**6.1.1.3.4. Adhesion in an Amount Lower than R\$ 2.2 billion.** If the adhesion of Unsecured Creditors to the option provided for in Clause 6.1.1 and subclauses represents an amount of adhering Adjusted Unsecured Claims lower than the Maximum Conversion Volume Supporting Converting Creditors, the amount equivalent to the difference between (i) the Maximum Conversion Volume Supporting Converting Creditors and (ii) the sum of the Adjusted Unsecured Claims used by the Supporting Converting Creditors for the adhesion to the option provided for in Clause 6.1.1 and subclauses, shall represent a discount to be applied, pro rata, on the balances of the Adjusted Unsecured Claims to be paid through the delivery of Supporting Non-Converting Creditors' Debentures, as provided for in Clause 6.1.2 and subclauses below.

**6.1.1.3.5. Adherence in Amount Exceeding R\$ 2.2 billion.** If the adherence of Unsecured Creditors to the option set forth in Clause 6.1.1 and its subclauses represents an amount of adherent Adjusted Unsecured Claims exceeding the Maximum Conversion Volume Supporting Converting Creditors, the Light Convertible Debentures, up to the Maximum Conversion Volume Supporting Converting Creditors, will be allocated among the Supporting Converting Creditors, in proportion to their respective offers to receive Convertible Debentures in payment of their respective Adjusted Unsecured Claims, as per **Annex 6.1.1.3.5**.

**6.1.1.3.6. Non-renewal of the Concession.** If the Concession Renewal does not occur, the Light Convertible Debentures will cease to be convertible into new common shares issued by Light, so that the debt represented by them will comply with the terms and conditions set forth in Clause 6.1.1.3.3 and in the Light Convertible Debentures Deed.

**6.1.1.4. Light Convertible Debentures Warrants.** In exchange for the subscription and full payment of the Light Convertible Debentures by the respective Unsecured Creditors in the manner provided for in Clause 6.1.1.3 and its subclauses, warrants will be issued by Light as an additional benefit to the issuance of the aforementioned Light Convertible Debentures, which will be distributed pro rata to all said Unsecured Creditors, subject to applicable regulations and the terms and conditions described in **Annex 6.1.1.4**, summarized as follows ("Light Convertible Debentures Warrants"):

- (i) Right to Receive Common Shares: The Light Convertible Debentures Warrants will be granted free of charge as an additional benefit to all Unsecured Creditors subscribing to the Convertible Debentures Light issued as provided for in Clause 6.1.1.3 and its subclauses, and will entitle

their holders who, on the conversion date of the Light Convertible Debentures, are also holders of the Light Convertible Debentures in relation to which the Light Convertible Debenture Subscription Warrants were assigned as an additional benefit, to receive common shares of Light, upon payment of R\$ 0.01 (one cent of Real) for each new common share issued upon exercise of each Light Convertible Debentures Warrant.

- (ii) Exercise Period: The Light Convertible Debentures Warrants must be exercised by the respective Unsecured Creditors in accordance with the terms and conditions for their exercise, on the same date on which the Convertible Debentures Light are converted into common shares of Light, as provided for in Clause 6.1.1.3.2. Once the Light Convertible Debentures Warrants are validly exercised, Light shall issue and deliver to the holder the corresponding number of shares within 15 (fifteen) Business Days.
- (iii) Number of Light Convertible Debentures Warrants: The exercise of the Convertible Debentures Light Warrant will confer 1 (one) Light Share for every 2 (two) Light Shares to be delivered to the respective Unsecured Creditors upon conversion of the Convertible Debentures Light as provided for in Clause 6.1.1.3.2 and 6.1.1.4.(i)

**6.1.1.5. Negotiation Restriction Period**. By adhering to the payment option set forth in Clause 6.1.1, the Supporting Converting Creditors agree and irrevocably and unconditionally undertake to adhere to the lock-up, whereby the new common shares to be issued by Light and delivered to them upon conversion of the Convertible Debentures Light, as per Clause 6.1.1.3.2, and the exercise of the Light Convertible Debentures Warrants, as per Clause 6.1.1.4, will be subject to a trading restriction period, as per the release schedule outlined in **Annex 6.1.1.5**, which shall become effect immediately after the conversion of the Convertible Debentures Light and the exercise of the Light Convertible Debentures Warrants. For clarity, the trading restriction applies solely to Light Shares and does not apply to the Light Convertible Debentures and/or the Light Convertible Debenture Subscription Warrants.

**6.1.1.6. Supporting Non-Converting Creditors' Debentures**. On the Restructuring Closing Date – Local Instruments, Light SESA will formalize the amendment to the issuance deeds of the SESA Debentures, as described in the Indicative Action Plan, so that the SESA Debentures previously held by the Supporting Converting Creditors are amended to reflect the characteristics set forth in this Clause, in the amount corresponding to the sum of the balances of the Adjusted Unsecured Claims held by the Supporting Converting Creditors that have not been used, when adhering to the option provided for in Clause 6.1.1, limited to the maximum amount, considering within this limit the Adjusted Claims in Brazilian Reais and in US Dollars, of R\$ 4,100,000,000.00 (four billion one hundred million Reais). The amendments to the SESA Debenture deeds will contain essentially the terms and conditions reflected in **Annex 6.1.1.6** that are applicable to the Supporting Converting Creditors' Non-Convertible Debentures,

as well as other provisions typically adopted in operations of the same nature (“Supporting Converting Creditors’ Non-Convertible Debentures”). The Supporting Converting Creditors’ Non-Convertible Debentures represent the restructuring of the remaining balances of Adjusted Unsecured Claims after the payment of part of said Adjusted Unsecured Claims by delivering Light Convertible Debentures, so that the Supporting Converting Creditor shall have no further claims to make under this title. The financial volume corresponding to the Supporting Converting Creditors’ Non-Convertible Debentures will be calculated according to the proportion of the amount of the respective Adjusted Unsecured Claims with which they have adhered to the payment option provided for in Clause 6.1.1, in relation to the total value of the respective issue of the Supporting Converting Creditors’ Non-Convertible Debentures. The Supporting Converting Creditors’ Non-Convertible Debentures shall reflect the following terms and conditions:

- (a) Principal amount: will be up to R\$ 4,100,000,000.00 (four billion one hundred million Brazilian Reais), considering within this limit the Adjusted Claims in Brazilian Reais and in US Dollars, plus the remuneration provided in item (d) below from July 1, 2024 (inclusive) to the Restructuring Closing Date – Local Instruments (exclusive);
- (b) Payment of Principal: Amortization of the principal amount will begin on the 42nd (forty-second) month from the Restructuring Closing Date – Local Instruments, and will be made every six months, on a linear basis, in accordance with the schedule set forth in **Annex 6.1.1.6 (ii)**;
- (c) Remuneration: As of the Restructuring Closing Date – Local Instruments, observed the remuneration of the Adjusted Unsecured Claims, the new principal amount will be adjusted in accordance with the IPCA variation, plus 5% (five percent) per year. Payment of the remuneration will begin on the 6th (sixth) month from the Restructuring Closing Date – Local Instruments and will be made in accordance with the schedule set forth in **Annex 6.1.1.6(ii)**;
- (d) Guarantees: (i) first-degree fiduciary assignment, without privilege or concurrence from third parties (subject to the sharing of Guarantees provided in this Plan), over the net indemnification of the electrical assets related to the Regulatory Remuneration Base, in accordance with the instrument to be executed on the Restructuring Closing Date – Local Instruments, in terms previously agreed upon with the Supporting Converting Creditors, as per Clause 9 below; (ii) first-degree fiduciary assignment, without privilege or concurrence from third parties (subject to the sharing of Guarantees provided in this Plan), over credit rights that will be processed through a special account, limited to R\$ 50,000,000.00 (fifty million Reais) annually updated by the IPCA (limited to R\$ 300,000,000.00 per year, adjusted by the IPCA in case of monetary default), in accordance with the instrument to be executed on the Restructuring Closing Date – Local Instruments, in terms previously agreed upon with the Supporting Converting Creditors; and (iii) personal guarantee

from the Debtor to be constituted within the scope of the Supporting Converting Creditors' Non-Convertible Debentures;

(e) Early Redemption or Extraordinary Amortization: Whenever, during the Assessment Period, and after deducting the amount referring to the Minimum Cash, the existence of a Cash Surplus is verified, the surplus resources will be used by Light SESA for the early redemption of the totality or the extraordinary amortization of the Supporting Converting Creditors' Non-Convertible Debentures. The early redemption or extraordinary amortization in question will always be carried out on the 5<sup>th</sup> (fifth) day of the month following the disclosure of the revised financial statements relating to the relevant Assessment Period. In any case, the priority for early redemption or extraordinary amortization of the Supporting Converting Creditors' Non-Convertible Debentures, in relation to the Supporting Non-Convertible Debentures, shall be observed;

(f) Optional Redemption and Partial Amortization: Light SESA may, at its sole discretion, without incurring any penalty, redeem the totality or carry out partial amortization of the Supporting Converting Creditors' Debentures issued under the terms of this Clause 6.1.1.6 and which are in circulation at the relevant time.

**6.1.2. Supporting Non-Convertible Creditors.** Unsecured Creditors who are in compliance with their Non-Litigation Commitment provided for in Clause 10.4, and who have not opted to receive Light Convertible Debentures in payment of part of the balance of their Unsecured Claims, may expressly opt to receive payment of their respective Unsecured Claims under the terms and conditions provided for in this Clause 6.1.2 e subclauses, by the submission, as informed in the procedure to be provided in the Notice to the Market Adherence to the Options, and within 30 (thirty) calendar days of the Date of Disclosure of the Notice to the Market of Adherence to the Options, of the Supporting Non-Convertible Creditors Adhesion Term (**Annex 6.1.2**) ("Supporting Non-Convertible Creditors").

**6.1.2.1. Payment to Supporting Non-Convertible Creditors.** Unsecured Creditors who timely choose the payment option provided for in Clause 6.1.2 above and comply with the requirements described therein, qualifying as Supporting Non-Convertible Creditors, will receive payment of the respective balance of Adjusted Unsecured Claims through the amendment of the debentures they hold to adjust their characteristics to Supporting Non-Convertible Creditors' Debentures, under the terms provided for in Clause 6.1.2.2.

**6.1.2.2. Supporting Non-Convertible Creditors' Debentures.** On the Restructuring Closing Date – Local Instruments, Light SESA will formalize the amendment to the issuance deeds of the SESA Debentures, as described in the Indicative Action Plan, so that the SESA Debentures previously held by the Supporting Non-Convertible Creditors are amended to reflect the terms of this Clause, in the amount corresponding to the sum of the balances of the Adjusted

Unsecured Claims held by the Supporting Non-Converting Creditors who have expressly opted for the option provided for in Clause 6.1.2, and after already taking into account any discount applied to the remaining balance of the Adjusted Unsecured Claims held by the Supporting Non-Converting Creditors, in the event provided for in Clause 6.1.1.3.4, plus the remuneration provided in item (c) below from July 1, 2024 to the Restructuring Closing Date – Local Instruments. The amendments to the SESA Debenture deeds will contain essentially the terms and conditions reflected in **Annex 6.1.1.6** that are applicable to the Supporting Converting Creditors’ Non-Convertible Debentures, as well as other provisions typically adopted in operations of the same nature (“Supporting Non-Converting Creditors’ Debentures”). The Supporting Non-Converting Creditors’ Debentures will reflect the following terms and conditions:

(a) Date of Payment of Principal: Amortization of the principal amount will begin on the 42nd (forty-second) month from the Restructuring Closing Date – Local Instruments, and will be made every six months, on a non-linear basis, in accordance with the schedule in **Annex 6.1.2 (ii)**;

(b) Remuneration: As of the Restructuring Closing Date – Local Instruments, observed the remuneration of the Adjusted Unsecured Claims, the new principal amount will be adjusted in accordance with the IPCA variation, plus 3% (three percent) per year. Interest and monetary adjustment incurred up to the 12th (twelfth) month from the Restructuring Closing Date – Local Instruments will be fully incorporated into the new principal amount. Payment of the remuneration will begin on the 18th (eighteenth) month from the Restructuring Closing Date – Local Instruments and will be made in accordance with the schedule set forth in **Annex 6.1.2 (ii)**;

(c) Guarantees: (i) second-degree fiduciary assignment over the net indemnification of the electrical assets related to the Regulatory Remuneration Base, in accordance with the instrument to be executed on the Restructuring Closing Date – Local Instruments on terms previously agreed upon with the Supporting Converting Creditors, as per Clause 9 below; (ii) second-degree fiduciary assignment over credit rights that will be processed through a special account, limited to R\$ 50,000,000.00 (fifty million Reais) annually updated by the IPCA (limited to R\$ 300,000,000.00 per year, adjusted annually by the IPCA in case of monetary default), in accordance with the instrument to be executed on the Restructuring Closing Date – Local Instruments on terms previously agreed upon with the Supporting Converting Creditors, as per Clause 9 below; and (iii) personal guarantee from the Debtor to be constituted within the scope of the Supporting Non-Converting Creditors’ Debentures.

(d) Early Redemption or Extraordinary Amortization: Whenever, during the Assessment Period, and after deducting the amount relating to the Minimum Cash and after the Supporting Converting Creditors’ Non-Convertible Debentures have been fully redeemed or amortized, the existence of a Cash Surplus is verified, the surplus resources will be used by Light SESA

for the early redemption of the totality or the extraordinary amortization of the Supporting Non-Converting Creditors' Debentures. The early redemption or extraordinary amortization in question will always be carried out on the 5th (fifth) day of the month following the disclosure of the revised financial statements related to the respective Assessment Period. In any case, the limit of the total value of the Supporting Non-Converting Creditors Debentures must always be observed.

(e) Optional Redemption and Partial Amortization: Light SESA may, at its sole discretion, without incurring any penalty, redeem the totality or carry out partial amortization of the Supporting Non-Converting Creditors' Debentures issued under the terms of this Clause 6.1.2.2 and which are in circulation at the relevant time.

**6.1.3. Unsecured Claims of up to R\$ 30,000.00.** Each Unsecured Creditor who, on the closing of the market on April 19, 2024, individually considered and considering all SESA Debentures of which they are holders, is the holder of Unsecured Claims in the amount equivalent to up to R\$30,000.00 (thirty thousand Reais), on the Request Date ("Unsecured Credit up to R\$ 30,000"), will receive in full the amount of their respective Unsecured Claim up to R\$ 30,000.00, in a single installment and without monetary adjustment, automatically and independently of the exercise of an option, within 90 (ninety) days from the Ratification Date, granting Light Group and its Affiliates the broadest, full, general, irrevocable and irreversible discharge in relation to their respective Unsecured Claims ("Unsecured Creditor up to R\$ 30,000").

**6.1.3.1.** The amount of R\$ 300,000,000.00 (three hundred million Reais) ("Resources Unsecured Claims R\$ 30,000.00") will be made available by Light SESA for payment of Unsecured Claims up to R\$ 30,000.00. The Resources Unsecured Claims R\$ 30,000.00 will be used for payment in the following order: first, the Unsecured Claims up to R\$ 30,000.00 with the lowest value among the Unsecured Claims up to R\$ 30,000.00 held by the Unsecured Creditors up to R\$ 30,000.00 who are contemplated by this payment modality will be paid, and so on, until the Resources Unsecured Claims R\$ 30,000.00 have been fully consumed. In the event that the Resources Unsecured Claims R\$ 30,000.00 are insufficient to pay of all the Unsecured Claims up to R\$30,000.00, the Unsecured Creditors who would be entitled to such payment, and who have not been included, will be automatically paid in the manner provided for in Clause 6.1.2.

**6.1.3.2.** In the event that any Unsecured Creditor up to R\$ 30,000.00 has acquired Unsecured Claims after April 19, 2024, the portion of the Unsecured Claims owned by the relevant Unsecured Creditor up to R\$ 30,000.00 that, on the Ratification Date, exceeds the amount of the Unsecured Claim up to R\$ 30,000.00, shall be subject to specific payment option, in accordance with this Plan.

**6.1.3.3.** In the event that any Unsecured Creditor up to R\$ 30,000.00 has assigned, in whole or in part, their respective Unsecured Claims after April 19, 2024, the assignee(s) shall not be entitled to receive payment in the manner

provided in Clauses 6.1.3 and 6.1.3.1 and shall exercise specific payment option, in accordance with this Plan.

**6.1.4. SESA Financial Supporting Creditors.** The Unsecured Creditors holding Light SESA Swap Notes who are (a) in compliance with their Non-Litigation Commitment provided for in Clause 10.4, who are classified as S1, S2 or S3 banks before the Central Bank of Brazil, (b) have a long-term national credit rating of at least AA-(bra), brAA-, or AA-.br, issued by one of the three global rating agencies (Fitch Ratings, S&P, and Moody's), and (c) undertake, upon adhering to the option provided in this clause, to make available, for a minimum period of 2 (two) years from the Restructuring Closing Date - Local Instruments, exclusively upon request from Light SESA, foreign exchange and interest derivative lines with a notional value equal to or greater than the value of their respective Unsecured Claims, with a minimum term of 365 (three hundred and sixty-five) days, may expressly opt to receive payment of their respective Unsecured Claims arising from Light SESA Swap Notes under the terms and conditions provided for in this Clause 6.1.4 and subclauses, by sending to Light, pursuant to Clause 11.8 below, and within a period up to 30 (thirty) calendar days of the Date of Disclosure of the Notice to the Market, the SESA Financial Supporting Creditors Adhesion Term (**Annex 6.1.4**) ("SESA Financial Supporting Creditors").

**6.1.4.1. Limit on Available Funds.** The amount of up to R\$ 670,000,000.00 (six hundred and seventy million Reais) will be made available for the payment of Unsecured Claims held by Unsecured Creditors who have adhered to the option provided for in Clause 6.1.4.

**6.1.4.2. Foreign Exchange and Interest Derivatives Lines.** The foreign exchange and interest derivative lines will only be contracted with the respective SESA Financial Supporting Creditors after the Restructuring Closing Date – Local Instruments and at the request of Light SESA. The credit risk arising from the derivative transaction may be fully guaranteed by the respective borrower, under terms and conditions to be defined in the Global Derivatives Contract ("GDC") or any other applicable instrument, which, as per Light SESA request, must be signed and/or amended by the parties within 60 (sixty) days from the Date of Disclosure of the Notice to the Market Result of the Options. The treatment provided for in this Clause to the respective SESA Supporting Financial Creditor shall occur regardless of the effective execution of the GCD or any other applicable instrument by Light SESA, in case of absence of a request by Light SESA, provided that the requirements set forth in items (a) to (c) of Clause 6.1.4 are observed.

**6.1.4.3. Payment to SESA Financial Supporting Creditors.** SESA Financial Supporting Creditors who timely choose the payment option provided for in Clause 6.1.4 above and comply with the requirements described therein will receive payment of the respective balance of Unsecured Claims through the delivery of SESA Financial Supporting Creditors' Debentures, under the terms set forth in Clause 6.1.4.4.

**6.1.4.4. SESA Financial Supporting Creditors Debentures.** On the Restructuring Closing Date – Local Instruments, Light SESA will issue simple debentures, not convertible into shares, of unsecured nature, in a single series, for private placement, whose terms and conditions will be substantially those described in **Annex 6.1.1.6** (“SESA Supporting Financial Creditors’ Debentures”) in the amount corresponding to the sum of the Unsecured Claims balances, in Brazilian Reais (or US Dollars, as applicable) held by the SESA Financial Supporting Creditors who have expressly opted for the option provided for in Clause 6.1.4 above. The SESA Financial Supporting Creditors’ Debentures will be delivered to the SESA Financial Supporting Creditors, on a pro rata basis, in payment of the respective Unsecured Claims balances arising from the Light SESA Swap Notes, and will reflect the following terms and conditions:

- (a) Issue Date: Shall be the Restructuring Closing Date – Local Instruments;
- (b) Payment of Principal: Amortization of the principal amount will begin on the last Business Day of the 42nd (forty-second) month from the Restructuring Closing Date – Local Instruments, and will be made every six months, on a linear basis, in accordance with the schedule in the **Annex 6.1.4(ii)**;
- (c) Remuneration: As of the Restructuring Closing Date – Local Instruments, the new principal amount will be adjusted in accordance with the CDI variation, plus 0.5% (half a percent) per year. Payment of the remuneration will begin on the 6th (sixth) month from the Restructuring Closing Date – Local Instruments and will be made in accordance with the schedule in the **Annex 6.1.4(ii)**.

**6.1.4.5. Amendment SESA Supporting Financial Creditors.** The SESA Financial Supporting Creditors that are holders of Unsecured Claims originally registered in Dollars, and who have adhered to the payment option provided for in the Clause 6.1.4, will have their Unsecured Claims restructured through amendments to their respective original credit instruments (“Amendment SESA Supporting Financial Creditors”), which will be executed on the same date of issuance of the SESA Supporting Financial Creditors’ Debentures, reflect the same amortization schedule referred to in item (c) of Clause 6.1.4.4, and have a remuneration that ensures to such SESA Supporting Financial Creditors effects economically equivalent to the remuneration referred to in item (c) of the Clause 6.1.4.4;

**6.1.4.6. Optional Redemption:** Light SESA may make partial early amortization, total early redemption, partial or total prepayment, as applicable, at its sole discretion, without incurring any penalty, of the SESA Financial Supporting Creditors’ Debentures and the obligations under the Amendment SESA Supporting Financial Creditors that are, at the relevant time, outstanding or in circulation, as the case may be.

**6.1.5. Restructuring Notes.** Subject to the minimum adhesion of Bondholders that are holders of 60% (sixty percent) of the Restructuring Notes (“Minimum Adhesion Bondholders”) who (i) are in compliance with the Non-Litigation Commitment provided for in Clause 10.4, (ii) have undertaken to support and vote favorably in relation to their Restructuring Notes in any Ancillary Foreign Proceedings, and (iii) who have opted, in relation to the SESA Restructuring Notes, for any of the options provided for in Clauses 6.1.1 and 6.1.2 above, the Light Group will implement the restructuring of the Restructuring Notes in accordance with the Bondholders Term Sheet (supplemented, as applicable, by the Bondholders Plan Support Agreement), by means of the delivery of the New Foreign Notes, provided that:

- (i) The Minimum Adhesion Bondholders will be verified, jointly, by means of the execution of the Bondholders Plan Support Agreement and/or at the time of the valid election to any of the options provided for in Clauses 6.1.1 and 6.1.2 above, by means of the Election Solicitation, within 30 (thirty) calendar days from the Date of Disclosure of the Notice to the Market Adherence to the Options;
- (ii) The election of the payment options provided in this Plan will occur exclusively through the Election Solicitation, within 30 (thirty) calendar days from the Date of Disclosure of the Notice to the Market Adherence to the Options;
- (iii) The Bondholders who have not validly elected any of the payment options provided in this Plan will be considered, for all purposes, regarding their Restructuring Notes, as Non-Opting Creditors;
- (iv) Subject to any limitations of the applicable law, the new instruments to be issued to Bondholders in replacement of the SESA Restructuring Notes will contain terms and conditions equivalent (and not more favorable) to the other instruments to be issued or amended through this Plan, as provided in the Bondholders Term Sheet, including in relation to Non-Opting Creditors;
- (v) The Energia Restructuring Notes of Bondholders who have validly elected one of the payment options provided in this Plan through the Election Solicitation concerning the SESA Restructuring Notes will be replaced by New Foreign Notes, under the terms and conditions provided in the Bondholders Term Sheet, without joint obligation from the Debtor and will include Light Energia obligation to conduct a reverse auction, as provided in the Bondholders Term Sheet;
- (vi) For the purposes of this Clause, any references in other Clauses to “Light Convertible Debentures”, “Supporting Converting Creditors’ Non-Convertible Debentures”, “Supporting Non-Converting Creditors’ Debentures”, and “Non-Opting Creditors’ Debentures” shall be read as the equivalent instrument to be delivered to Bondholders under the New Foreign Notes;
- (vii) If the Restructuring Closing Date – New Foreign Notes occurs after the Restructuring Closing Date – Local Instruments, (a) the applicable remuneration

for the non-convertible New Foreign Notes that replace the Restructuring Notes from July 1, 2024, to the Closing Date for the Restructuring – New Foreign Notes, will be incorporated into the principal; (b) grace periods, interest payments, and amortization terms will be counted from the Restructuring Closing Date – Local Instruments.

**6.1.6. Excluded Energia Credits.** The Unsecured Creditors holding the Excluded Energia Credits listed in **Annex 6.1.6** are not subject to Judicial Reorganization and are not impacted by this Plan, so the respective creditors will receive payment for such claims in accordance with the Energia Transaction Instruments executed with Light Energia and Light, and already ratified through decision ID No. 113451207 of the Judicial Reorganization.

**6.1.7. Non-Opting Creditors Payment Method.** The Adjusted Unsecured Claims held by Unsecured Creditors who (i) have not expressly and timely expressed their options to receive payment of the remaining balance of their respective Adjusted Unsecured Claims in the manner provided for in this Plan, or (ii) do not wish to assume the Non-Litigation Commitment provided for in Clause 10.4 (“Non-Opting Creditors”), will be paid through the delivery of simple, non-convertible debentures, unsecured, issued in a single series, for private placement (“Non-Opting Creditors’ Debentures”) to be issued on the Restructuring Closing Date – Local Instruments by Light, in the amount corresponding to the sum of the balances of the Adjusted Unsecured Claims held by Non-Opting Creditors, after applying the discount on the balance of the Adjusted Unsecured Claims held by Non-Opting Creditors as provided in item (b) below, and adjusted by the remuneration provided in item (d) below from July 1, 2024, to the Restructuring Closing Date, under the terms of the issuance deed which constitutes **Annex 6.1.7**, which may be adjusted or modified as necessary exclusively to meet applicable regulatory and/or operational requirements, and to allow the implementation of the measure provided herein, provided that any adjustments or modifications (i) do not impact the restructuring of the Unsecured Claims under the option provided in this Clause 6.1.7, or (ii) in any way result in an advantage for any Unsecured Creditor in relation to the Supporting Converting Creditor vis-à-vis the conditions provided in the Plan and delivered to said Unsecured Creditors on a *pro-soluto* basis, with the following characteristics:

- (a) Issue Date: The issuance will take place on the Restructuring Closing Date – Local Instruments;
- (b) Amount to be paid: It shall be paid the amount corresponding to 20% (twenty percent) of the balance of the Adjusted Unsecured Claims to be restructured under the terms of this Clause 6.1.7.
- (c) Payment of Principal: The principal amount will be paid in a single installment (bullet), on the 15th (fifteenth) anniversary of the Restructuring Closing Date – Local Instruments;
- (d) Remuneration: As of the Restructuring Closing Date – Local

Instruments, the new principal amount will be adjusted in accordance with the IPCA variation. The remuneration will be fully incorporated annually into the new principal amount for payment, together with it, in a single installment (bullet), on the 15th (fifteenth) anniversary of the Restructuring Closing Date.

(e) Optional Redemption: Light may, at its sole discretion, without incurring any penalty, redeem the whole or carry out the partial amortization of the Non-Opting Creditors' Debentures issued under the terms of this Clause 6.1.7 that may be in circulation at the time.

**6.1.8. General Condition**: For the purposes of payment under the terms referred to in Clauses 6.1.1, 6.1.2, 6.1.3, 6.1.4, 6.1.5 and 6.1.7 above, and for all purposes of law and of this Plan:

- (a) Unsecured Claims originally registered in Reais will be held in Reais and paid in accordance with the provisions of this Plan regarding the payment of Unsecured Claims in Reais, according to the options chosen by the Unsecured Creditors in question;
- (b) Unsecured Creditors holding Unsecured Claims originally denominated in Dollars may choose to receive their Adjusted Unsecured Claims in Reais, converted by the Conversion Exchange Rate;
- (c) Unsecured Creditors who do not hold SESA Debentures and wish to receive their Unsecured Claims in Reais, through the options provided in Clauses 6.1.1 and 6.1.2, will do so through debentures issued privately, in Reais.
- (d) In any case, for the purpose of determining the maximum aggregate amounts applicable to the Convertible Debentures and the Supporting Converting Creditors' Non-Convertible Debentures, the Adjusted Unsecured Claims originally registered in Dollars will be converted into Reais by the Exchange Rate.
- (e) The remuneration rates for instruments in Dollars will be the equivalent in Reais for foreign exchange swap operations, as determined on the Business Day immediately preceding the General Creditors Meeting (AGC) that approves the Plan.

**6.2. Illiquid Claims**. Illiquid Claims are fully subject to the terms and conditions of this Plan and to the effects of the Judicial Reorganization. Once materialized and recognized by a final and unappealable judicial or arbitral decision that renders them liquid, or by agreement between the parties, the Illiquid Claims shall be paid in the form provided for in Clause 6.1.7, except as otherwise provided in this Plan.

**6.3. Delayed Claims**. In the event of recognition of Claims by final and unappealable judicial or arbitral decision, or by agreement between the parties, after the Plan's Submission Date to the Judicial Reorganization Court, they shall be considered Delayed Claims and shall

be paid in the form provided for in Clause 6.1.7.

**6.4. Modification of the Value of Claims.** In the event that the amount of any of the Unsecured Claims already recognized and included in the List of Creditors is modified by a final and unappealable court or arbitral decision, or by agreement between the parties, the modified amount of the respective Unsecured Claim shall be paid under the terms provided for in this Plan, it being understood that, if a given Unsecured Claim has been increased, the increased portion of the Unsecured Claim in question shall be paid in accordance with Clause 6.1.7.

**6.5. Adhering Non-Subject Creditors.** The Non-Subject Creditors who wish to receive their Non-Subject Claims in the form of this Plan may do so, provided that they inform the Debtor within thirty (30) days from the Date of Disclosure of the Notice to the Market Adherence to the Options.

**6.6. Adherence to Payment Options.** Each Unsecured Creditor holding Unsecured Claims may make their choice and adherence to the payment options provided in this Plan, as applicable, provided that such choice and adherence must be made exclusively in an individual, independent, and direct manner, even if their Unsecured Claim has been listed in the List of Creditors under the name of the respective Fiduciary Agent, trustee, or securitization entity, as the case may be. The procedure for Unsecured Creditors to choose and adhere to the payment options provided in this Plan will be detailed in the Notice to the Market Adherence to the Options to be disclosed in due course by Light, within 15 (fifteen) days from the Ratification Date.

## **7. ADDITIONAL OBLIGATIONS**

**7.1.** In order for Light SESA to meet its cash needs until the Concession Renewal date, the Debtor undertakes to make a capital injection into Light SESA, within 90 (ninety) days from the Ratification Date, through a capital increase and by subscribing and fully paying up new common shares to be issued by Light SESA, in the amount of at least R\$ 300,000,000.00 (three hundred million reais), and the Debtor will use existing and available funds in its cash reserves to that end.

**7.2.** Until the full payment of the restructured Unsecured Claims in accordance with this Plan, the Debtor undertakes to ensure that Light SESA restricts itself to distributing solely the mandatory dividend provided for in Light SESA's Bylaws as of the Plan's Submission Date, and the Debtor further undertakes to vote at the respective ordinary general meetings of Light SESA in order to comply with the provisions of this Clause 7.2.

## **8. CORPORATE GOVERNANCE**

**8.1. Corporate Governance.** Light's management shall observe, in the conduct of its activities, the best corporate governance practices, in addition to all the terms, conditions and limitations contained in this Plan and other instruments related to the Judicial Reorganization.

**8.2. Board of Directors.** In order to provide institutional stability to its governing bodies and managers, as well as to ensure the effective fulfillment of the Light Group's corporate

purpose and the measures set forth in this Plan, as of the Plan Approval, and until the expiration of the period of two (2) years from the date of the Annual General Meeting that resolves on Light's financial statements for the fiscal year 2024 ("Institutional Stability Period"), the current members of Light's Board of Directors will remain in their respective positions and functions, and the Supporting Converting Creditors will be committed, once they have become shareholders of Light as a result of the conversion of Light Convertible Debentures into Light Shares and the subscription of new Light Shares as a result of the exercise of the Light Convertible Debentures Warrants, to vote at the Annual General Meeting for the reappointment of the aforementioned members of the Company's Board of Directors.

**8.2.1.** The current members of Light's Board of Directors may not be dismissed, except for gross error, willful misconduct, gross negligence, abuse of office or breach of their fiduciary duties, in accordance with the applicable Law, until the investiture of new members who may be elected after the end of the Institutional Stability Period.

**8.2.2.** In the event of a vacancy in Light's Board of Directors, the provisions of Article 150 of the Brazilian Corporations Law shall be observed.

**8.2.3.** The resolutions of the Board of Directors shall be taken by a simple majority of those present and, in the event of a tie in the resolutions, the Chairman of the Board of Directors shall have the casting vote, in accordance with Paragraph Three of Article 10 of Light's Bylaws.

**8.2.4.** The rules set forth in Clause 8.2 and subclauses shall prevail over the provisions of Light's Bylaws until the end of the Institutional Stability Period.

## **9. CREDITORS MEETING**

**9.1.** The Supporting Converting Creditors may deliberate individually at a creditors meeting, when convened under the terms of this Plan by the Debtor, on (i) the terms and conditions of the final instruments to be formalized for the implementation of the measures provided for in this Plan, the drafts of which are not attached to the Plan and, therefore, that still depend on negotiations and agreement with the Light Group, as well as (ii) the waiver of conditions precedent provided for in this Plan ("Creditors Meeting"), except in the cases listed below, provided that the terms and conditions of this Plan are observed:

(a) The confirmation of the final terms and conditions related to the restructuring of SESA Debentures will be carried out by a Creditors Meeting, with the presence only of Supporting Converting Creditors who have elected to receive their Claims in Brazilian Reais, under the terms of this Plan;

(b) The confirmation of the final terms and conditions related to the New Foreign Notes will be carried out between the Light Group and the Bondholders who are signatories to the Term Sheet Bondholders, exclusively, and the Creditors Meeting will be waived;

(c) The confirmation of the final terms and conditions relating to the Financial Supporting Creditors' Debentures and Financial Supporting Creditors' Amendments

will be carried out between the Light Group and the respective Financial Supporting Creditors;

(d) The final instruments shall not alter the economic conditions set forth in this Plan or impose a burden or cost not provided for in this Plan on any group of Pre-Petition Creditors.

**9.2. Convening.** The Creditors Meeting will be virtual or hybrid, and shall be convened by Light, on its own initiative, through the publication of the convening notice on its website (<https://ri.light.com.br/>), as well as by sending an e-mail to the Supporting Converting Creditors, in accordance with the e-mail addresses provided to Light pursuant to this Plan. The call will be made at least 5 (five) calendar days prior to the date of the meeting and 2 (two) calendar days for the second call. The call must contain the date, time, place and agenda.

**9.3.** The Creditors Meetings may be held virtually through a digital platform such as ClickMeeting, Teams, Zoom, among others, and the right to voice and vote must be ensured for all Unsecured Creditors participating in the respective Creditors Meeting, applying, *mutatis mutandis*, in full the rules for the Creditors Meeting provided for in this Clause 9 and Subclauses.

**9.4. Installation Quorum.** The Creditors Meeting shall be convened, on first call, with the presence of Supporting Converting Creditors holding more than fifty percent (50%) of the total amount of the Unsecured Claims held by such Supporting Converting Creditors or their respective attorneys appointed pursuant to the provisions of the Clause 9.4.1 below; or, on second call, with the presence of any number of Supporting Converting Creditors. The Creditors' Meeting shall be chaired and secretariat by persons elected by Supporting Converting Creditors that are holders of more than fifty percent (50%) of the Unsecured Claims present at the Creditors Meeting.

**9.4.1. Representation of Creditors.** Up to two (2) days prior to the date scheduled for a Creditors Meeting, the Supporting Converting Creditors shall send a notice to Light, pursuant to the provisions of the Clause 11.8 of this Plan to appoint the attorney-in-fact qualified to represent them at the Creditors Meetings that may be convened under the terms of the Plan, with the following information: (i) complete qualification; (ii) telephone; (iii) e-mail address; and (iv) address.

**9.5. Participation.** The participation of any Supporting Converting Creditors holding Unsecured Claim is authorized by means of an attorney-in-fact constituted and informed to Light under the terms of the Clause 9.4.1 above.

**9.6. Quorum of Approval.** The resolutions of the Creditors Meeting shall be decided by the Supporting Converting Creditors that are holders of Unsecured Claims that represent a simple majority of the Unsecured Claims present, that is, more than 50% (fifty percent) of the total value of the Unsecured Claims present at the Creditors Meeting, as Clause 9.4 above.

**9.7. Minutes.** The minutes shall be drawn up by the Judicial Trustee, or its representative or attorney-in-fact, and shall be filed, within forty-eight (48) hours after the Creditors Meeting, in the records of the Judicial Reorganization, as applicable.

**9.8. Replacement of the Creditors Meeting.** The resolutions of the Creditors Meetings may be replaced, with identical effects, by the presentation of the terms of the resolution containing the signatures of Supporting Converting Creditors representing more than half of the value of the Unsecured Claims held by such Supporting Converting Creditors, regardless of call.

**9.9.** The rules set forth in the LRF for the installation and deliberation of AGC shall be applicable to the Creditors Meeting, by analogy, to the extent not expressly provided for in this Clause 9.

## **10. EFFECTS OF THE PLAN**

**10.1. Binding Effect of the Plan.** The provisions of the Plan are binding on Light and its Pre-Petition Creditors, as well as their respective assignees and successors, from the Judicial Ratification of the Plan.

**10.2. Suspensive Conditions.** The implementation of the restructuring measures provided in this Plan, including the formalization and/or issuance, as applicable, of the Restructured Debt Instruments, is subject to the satisfaction of the following conditions precedent:

- (i) The Plan Approval by Unsecured Creditors;
- (ii) Judicial Ratification of the Plan without substantial changes or nullification of the material provisions as set forth in this Plan, which affect the formalization and/or issuance, as applicable, of the Restructured Debt Instruments, and without any decision suspending the effects of said Judicial Ratification of the Plan that would affect the formalization and/or issuance, as applicable, of any of the Restructured Debt Instruments.
- (iii) Obtaining all necessary sectoral and regulatory authorizations for the implementation of the restructuring measures provided in this Plan, as applicable in each case; and
- (iv) Solely for the purposes of issuing the New Foreign Notes, in the case Ancillary Foreign Proceedings have been commenced, as applicable, obtaining recognition order for this Plan within the scope of the Auxiliary Foreign Proceedings.

**10.3. Novation.** Upon the Judicial Ratification of the Plan and subsequent formalization of debt instruments in payment to the Pre-Petition Credits and the fulfillment of the other conditions precedent referred to in Clause 10.2, the Pre-Petition Credits shall be novated, as provided for in art. 59 of LRF, which are constituted only by Unsecured Credits, and which shall be paid under the terms of this Plan. All the terms, conditions, covenants, financial ratios, early maturity hypotheses, restrictions, among others, and all the obligations related to the Pre-Petition Credits that have been modified by this Plan will be extinguished and will no longer be applicable to the Debtor, Light SESA and Light Energia by the effect of the novation arising from the Judicial Ratification of the Plan, except to the extent that such obligations

have been expressly recognized and admitted by this Plan, without prejudice to the obligations and provisions set forth in the Restructured Debt Instruments. Thus, the novation arising from the Judicial Ratification of the Plan shall entail the termination and respective cancellation and/or rescission, as the case may be, of any and all financial obligations subject to the Judicial Reorganization and arising from securities and financial instruments that have been expressly extinguished by this Plan, including through dation in payment of new instruments.

**10.4. Non-Litigation Commitment.** The Unsecured Creditors agree that, upon choosing to have their respective Unsecured Credits restructured pursuant to Clauses 6.1.1, 6.1.2, 6.1.3, 6.1.4, 6.1.5, 6.1.7, as applicable, they shall be obliged, on an irrevocable and irreversible basis, to (i) not be a party to any new Demand against the Debtor, Light SESA, Light Energia, its Affiliates and other Exempted Parties, (ii) request the suspension (even if the suspension entails termination without judgment on the merits) or withdraw from any and all Demand against the Debtor, Light SESA, Light Energia, their Affiliates and other Exempted Parties where they would be direct parties since the Plan Approval (unless such commitment has been assumed at an earlier time); and/or (iii) refrain from taking any enforcement action or filing any Demand against the Debtor, Light SESA, Light Energia, their Affiliates and other Exempted Parties, except, in any of the cases provided for in items (i) to (iii), Demands related (a) to the inclusion of their respective Claims in the List of Creditors or to the amount of such Claims provided for in the List of Creditors, (b) measures related to the breach of obligations assumed in the Plan, including obligations related to the New Capitalization as set forth in Clause 4.1.1.

**10.5. Termination of Judicial Proceedings.** Upon the Judicial Ratification of the Plan, all actions, executions, claims (even if not filed in court), judicial and arbitration proceedings in progress that have as their object the collection of Unsecured Claims and rights related thereto, including against Light, Light SESA, Light Energia and its Affiliates and any company belonging to the same corporate or economic group of the Light Group will be extinguished, with the release of any and all liens, security deposits, or constrictions existing on the Ratification Date, except for actions that are demanding an illiquid claim exclusively in relation to Claims, with the purpose of including the claim in the List of Creditors, pursuant to art. 6, Paragraph 1, of the LRF, which shall be extinguished once the decision defining the net amount due has become final and unappealable.

**10.6. Cancellation of Protests.** The Judicial Ratification of the Plan will result in the cancellation of any and all protests with the Notary Public of Deeds and Documents that originate from a Pre-Petition Credit, as well as in the definitive exclusion of the name of the Debtor, Light SESA and Light Energia from the records of any credit protection agencies when the note originates from a Pre-Petition Credit.

**10.7. Formalization of Documents and Other Measures.** Light, Light SESA, Light Energia, the Creditors, and its representatives and attorneys shall perform all acts and enter into all contracts and other documents that, in form and substance, are necessary or appropriate for the fulfillment and implementation of the provisions of this Plan.

**10.8. Plan Amendment.** Light may submit amendments, alterations, or modifications to the Plan at any time after the Ratification Date, provided that such amendments, alterations, or

modifications are accepted and approved by the Pre-Petition Creditors pursuant to the LRF.

**10.8.1. Binding Effect of Plan Amendments.** Amendments, alterations, or modifications to the Plan will bind Light, its Pre-Petition Creditors and their respective assignees and successors, upon their approval by the Pre-Petition Creditors pursuant to arts. 45 or 58, *caput* or Paragraph 1, of the LRF.

**10.9. Discharge.** The payments made in the manner established in this Plan shall automatically entail, in proportion to the amount actually received and regardless of any additional formality, the broad, full, unqualified, irrevocable and irreversible discharge by the Pre-Petition Creditors, of any novated Pre-Petition Claims against Light and its guarantors, sureties, successors and assignees, including interests, monetary adjustment, penalties, fines and indemnities, either by principal or ancillary obligation, so that Pre-Petition Creditors shall have no further claims against the Light Group and its Affiliates, guarantors, sureties, successors and assigns in relation to the Pre-Petition Claims, at any time, in or out of court, in Brazil or in any other jurisdiction.

**10.10. Release of Liability and Waiver in relation to Exempted Parties.** As a result of the Plan Approval, the Creditors expressly acknowledge and release the Exempted Parties from any and all liability for the acts performed and obligations contracted, before and after the Filing Date and until the Restructuring Closing Date, granting to the Exempted Parties the broadest, fullest, unrestricted, general, irrevocable and irreversible discharge with respect to all material or moral rights and claims that may arise from said acts in any capacity whatsoever, except in relation to acts performed and obligations contracted with willful misconduct by the Exempted Parties or in breach of the Law.

**10.10.1.** The Plan Approval also represents an express and irrevocable waiver by the Creditors of any claims, actions or rights to file, promote or claim, through arbitration, judicially or extrajudicially, for any reason and without reservations or exceptions, at any time, now or in the future, the compensation of damages and/or any other actions or measures against the Exempted Parties in relation to the acts performed and obligations assumed by the Exempted Parties, including by virtue of and/or in the course of the Judicial Reorganization, until the Restructuring Closing Date.

**10.10.2.** The exemption and waiver provided for in this Clause 10.10 shall not apply to those acts carried out willfully by the Exempted Parties in breach of the applicable Law, it being understood that, in such cases, the Debtor may seek the liability of the respective Exempted Parties who acted willfully in breach of the Law.

## **11. MISCELLANEOUS PROVISIONS**

**11.1. Creditors' Consent and Commitment.** The Pre-Petition Creditors are fully aware that the deadlines, terms, values, and conditions for satisfaction of their Claims are amended by this Plan. The Pre-Petition Creditors, in the exercise of their autonomy of will, declare that they expressly agree with the aforementioned amendments, under the terms provided for in this Plan, as well as irrevocably and irreversibly undertake to carry out any and all acts of their responsibility that are necessary for the implementation of the measures provided for in this

Plan and authorize in advance:

- a) That Light, Light SESA, the Fiduciary Agent, Bookkeepers, Settling Banks and Trustees, and B3 S.A. – Brasil Bolsa Balcão (“B3”) adopt all the necessary measures to implement and make viable the payments in the chosen manner by the respective Pre-Petition Creditors, as provided for in this Plan, as applicable;
- b) That payments in cash and the submission or registration of amendments to the Restructured Debt Instruments and other securities to be issued for the implementation of this Plan, be carried out via B3, Bookkeepers/Settling Bank and other necessary providers of services, by means of orders from Light or Light SESA, as the case may be, through the account held by the Pre-Petition Creditor, provided that, in the existence of two or more accounts registered in the name of the same Pre-Petition Creditor, B3 and the Bookkeeper/Settling Bank will be authorized to proceed with the payment and delivery in any of the accounts, and will be able to deposit the amount in full in a single account or divide the amount between accounts, the Pre-Petition Creditor being fully responsible for monitoring any deposits made in the accounts held by such Creditor;
- c) That the delivery of the warrants and shares be carried out directly with the Bookkeeper, outside the B3 environment, as applicable, in accordance with the rules and necessary acts of the Bookkeeper;
- d) That Light, Light SESA, B3 and Bookkeepers block the trading and any operation of the Debentures SESA in the secondary market of B3 (and in the Bookkeeper, as applicable), from the Ratification Date until the Restructuring Closing Date;
- e) That Light, Light SESA, the Fiduciary Agent, Bookkeepers, Settling Banks, and B3 take all the measures necessary to register the amendments, to make the payments and to deliver securities, including to make adjustments between series and issues of securities in the case of Debenture Holders who have claim under more than one issue of debentures or other credits, respecting and considering any tax exemptions arising from incentivized debentures issued under the terms of Law no. 12,433/2011, considering that each creditor/debenture holder will have the right to make only one payment option for their entire claim against Light and/or Light SESA, as provided for in this Plan;
- f) That Light and Light SESA are allowed to replace any of the Fiduciary Agents, if necessary for the operation or implementation of the Plan, in compliance with the applicable legislation.

**11.2. Maximum Payment.** Under no circumstances shall Pre-Petition Creditors receive from Light any amounts that exceed the amount established in this Plan for payment of their Pre-Petition Claims, which shall always comply with the information provided in the List of Creditors, considering the remuneration related to the Adjusted Unsecured Credits.

**11.3. Severability of Plan Provisions.** In the event that any term or provision of the Plan is deemed to be invalid, void or ineffective, the remainder of the terms and provisions of the

Plan shall remain valid and effective, provided that such invalidations, nullities, or ineffectiveness do not harm or impact the fulfillment of this Plan, the guarantees to be provided to the Unsecured Creditors in accordance with this Plan, or Light's capacity to comply with this Plan.

**11.4. Waiver and Maintenance of Rights.** The waiver by either Party of any breach hereof by another Party or of any other act taken by the other Party stipulated herein shall not imply novation or waiver of the other obligations hereunder.

**11.5. Taxes and Additional Measures.** The Light Group and the Creditors will collaborate to ensure that the implementation of the Plan is, to the extent possible and within the best legal understanding, tax neutral for the Creditors, without this representing a final obligation for any party. Each Pre-Petition Creditor shall bear the taxes it is liable to pay in accordance with the applicable Laws in force at the time of the fulfillment of any obligations arising from or related to this Plan and to the Restructured Debt Instruments. In the event of a Law, act, manifestation or case law that infringes on the treatment applied by the Company, including in its capacity as tax liable party, in relation to taxes arising from or related to this Plan and the Restructured Debt Instruments, the Company may readjust the treatment applied in accordance with the Law, act, manifestation or case law, without prejudice to its obligation to cooperate with the Creditors in measures aimed at confirming and/or recognizing the tax neutrality of the measures for the implementation of the Plan.

**11.5.1.** Without prejudice to the provisions of Clause 11.5 above, each Creditor shall be responsible for taking all necessary measures to comply with the terms and conditions of this Plan, including, but not limited to, so that it can receive the securities provided for herein and proceed with the necessary registrations with the Central Bank and other competent governmental authorities, in accordance with applicable Laws.

**11.6. Conclusion of the Judicial Reorganization.** The Judicial Reorganization shall be terminated in accordance with the provisions of arts. 61 and 63 of the LRF.

**11.7. Chapter 15.** Following the Judicial Ratification of the Plan, Light may file Chapter 15 proceedings to give effect to this Plan in the United States. Light may also file insolvency proceedings in other jurisdictions as necessary or convenient for the implementation of this Plan and/or the transactions contemplated therein.

**11.8. Communications.** All notices, requests, demands and other communications to the Light Group in relation to this Plan must be sent in writing, with acknowledgement of receipt ("AR") to the Light's address below, with a delivery protocol or by electronic means (via e-mail) with proof of transmission. All communications shall be addressed to:

**LIGHT S.A.**

E-mail: [rjlight@light.com.br](mailto:rjlight@light.com.br)

Avenida Marechal Floriano n° 168 – Second floor – Corridor A, Center

Rio de Janeiro, Rio de Janeiro, Brasil,

CEP 20.080-002

**11.9. Assignment of Pre-Petition Claims.** Subject to the provisions of Clause 11.1(d), the Pre-Petition Creditors may assign their Pre-Petition Claims or participation rights in such Pre-Petition Claims to other Pre-Petition Creditors or to third parties, and such assignment shall only be deemed effective and produce effects provided that (i) the assignment is notified to the Debtor and to the Judicial Trustee at least five (5) days prior to the payment dates; (ii) the notification is accompanied by proof that the assignees have received and irrevocably accepted the terms and conditions set forth in this Plan (including, but not limited to, the payment conditions), and that they are aware that the assigned claim is a Pre-Petition Claim subject to the provisions of the Plan; and (iii) the assignment or the promise of assignment is immediately communicated to the Reorganization Court, pursuant to art. 39, Paragraph 7 of the LRF. The provisions set forth in this Clause do not apply to the Pre-Petition Creditors holding debentures issued in the domestic capital market, which may freely be assigned or traded regardless of prior notification and/or agreement of the Debtor, the Judicial Trustee, or the Reorganization Court.

**11.10. Amendments Prior to Plan Approval.** The Debtor reserves the right, pursuant to the Law, to amend this Plan up to the date of the Plan Approval, including in order to supplement the protocol with additional documents and translations of related documents, as long as such changes do not imply a modification in the economic terms established in Clauses 4, 5 and 6 of this Plan.

**11.11. Judicial Executive Title.** This Plan, after Judicial Ratification of the Plan, represents a judicial executive title, pursuant to Article 59, Paragraph 1 of the LRF. The Pre-Petition Creditors may demand compliance with the Plan and payments of their respective Claims according to the terms of this Plan and the respective option elected under this Plan, regardless of the execution of Restructured Debt Instruments, in accordance with the LRF and other applicable laws.

**11.12. Governing Law.** The Plan shall be governed and interpreted by the laws of the Federative Republic of Brazil.

**11.13. Choice of Forum.** The following courts shall have jurisdiction to settle any controversies regarding the Plan: (i) the Reorganization Court, until the conclusion of the Judicial Reorganization process; and (ii) the Business Court of the Capital of the State of Rio de Janeiro, with express waiver of any other, however privileged it may be, after the conclusion of the Judicial Reorganization process.

The Plan is signed by legal representatives duly constituted by the Debtor and the Intervening Parties.

Rio de Janeiro, May 18, 2024.

**LIGHT S.A. – IN JUDICIAL REORGANIZATION**

*Debtor*

By: Alexandre Nogueira Ferreira / Renata Yamada Bürkle

**LIGHT – SERVIÇOS DE ELETRICIDADE S.A.**

Intervening Party

By: Carlos Vinicius de Sá Roriz / Rodrigo Tostes Solon de Pontes

**LIGHT ENERGIA S.A.**

Intervening Party

By: Carlos Vinicius de Sá Roriz / Rodrigo Tostes Solon de Pontes