



OMEGA ENERGIA S.A.

Publicly-Held Company

CNPJ No. 42.500.384/0001-51

NIRE 35.300.571.85-1 | CVM Code No. 2644-1

**Minutes of the Board of Directors Meeting
Held on December 16, 2022**

1. **DATE, TIME AND PLACE:** Held at 9:00 a.m. on December 16, 2022, by videoconference pursuant to Article 33, § 4 of the Bylaws of Omega Energia S.A. ("Company").
2. **CALL NOTICE AND ATTENDANCE:** The members of Board of Directors were previously convened, pursuant to article 33, § 2 of, the Bylaws.
3. **PRESIDING:** The meeting was chaired by Mr. **José Carlos Reis de Magalhães Neto** and the secretary for the meeting was Mr. **Alexandre Tadao Amoroso Suguita**.
4. **AGENDA:** The members of the Board of Directors met to deliberate on the following agenda: **(i)** Goodnight I Class B Member, LLC (the "Class B Equity Investor") in connection with the financing of the Phase I of Goodnight project ("Goodnight Project"), wishes to obtain tax equity financing from Goldman Sachs Lending Partners LLC, a Delaware limited liability company (or its affiliate) (the "Class A Equity Investor"), and, as part of such tax equity financing arrangement (the "Tax Equity Financing"), (a) the Class B Equity Investor and Goodnight I TE Partners, LLC ("TE Partners"), which in turn, is a wholly owned subsidiary of Class B Equity Investor, wish to enter into that certain Equity Capital Contribution Agreement with the Class A Equity Investor (the "ECCA"); (b) the Class B Equity Investor wishes to enter into that certain Amended and Restated Limited Liability Company Agreement of TE Partners, to be dated as of the initial funding date under the ECCA, with the Class A Equity Investor (the "LLCA"); and (c) in connection with the above, the Company is asked to approve the Company's entering into of that certain Surety Agreement in favor of the Class A Equity Investor (the "Sponsor Guaranty"), the form of which has been presented to the Board of Directors; **(ii)** in connection with Goodnight Project financing arrangement, (a) Class B Equity Investor wishes to enter into that certain Sponsor Equity Contribution Agreement (the "Sponsor Equity Contribution Agreement") with Sumitomo Mitsui Banking Corporation, as collateral agent (the "Collateral Agent"), MUFG Bank, Ltd., as administrative agent (the "Administrative Agent"), FGE Goodnight I, LLC (the "Project Company") and the Company; (b) the Class B Equity Investor, TE Partners and the Project Company wish to enter into that certain Credit and Guaranty Agreement (the "Credit and Guaranty Agreement") with the lenders and issuing banks party thereto from time to time, the Administrative Agent, the Collateral Agent and the other parties party thereto from time to time; and (c) the Company wishes to enter into that certain Cash Diversion Guaranty (the "Cash Diversion Guaranty") with the Administrative Agent (together the "Construction/Term Loan Financing"); **(iii)** ratify and approve the execution of the Sponsor Guaranty by the Company; and **(iv)** authorize the Company's officers to take all necessary steps to implement the above resolutions (including the execution of accessory and necessary documents regarding the Tax Equity Financing arrangement and the Construction/Term Loan Financing arrangement.



5. **RESOLUTIONS.** After the examination and discussion of the matters and the presentation made to the Board as set forth in these meeting minutes, a copy of which will be filed at the Company's headquarters, the members of the Company's Board of Directors resolved, as follows:

5.1. Approve the execution of the ECCA, the LLCA and all other Investment Documents (as defined in the ECCA).

5.2. Approve the execution of the Credit and Guaranty Agreement, the Specified Swap Agreements (as defined in the Credit and Guaranty Agreement), the Security Documents (as defined in the Credit and Guaranty Agreement) and all other Financing Documents (as defined in the Credit and Guaranty Agreement).

5.3. Approve the execution, delivery and performance of (a) the Sponsor Guaranty by the Company in favor of the Class A Equity Investor, (b) the Sponsor Equity Contribution Agreement by the Company in favor of the Administrative Agent, the Collateral Agent, the Project Company and the Class B Equity Investor and (c) the Cash Diversion Guaranty by the Company in favor of the Administrative Agent.

5.4. With respect to the Company, the officers of the Company hereby are authorized and empowered to take any and all lawful actions to execute the resolutions set forth herein and execute and deliver the Sponsor Guaranty, the Sponsor Equity Contribution Agreement and the Cash Diversion Guaranty (including the execution of accessory and necessary documents regarding the Tax Equity Financing arrangement and the Construction/Term Loan Financing arrangement).

5.5. With respect to the Company, any and all lawful actions heretofore taken by the Company or any officer of the Company in connection with the Sponsor Guaranty, the Sponsor Equity Contribution Agreement and the Cash Diversion Guaranty and/or the foregoing resolutions, be, and they hereby are, adopted, approved, ratified and confirmed in all respects as fully as if such actions had been presented to the Company for approval prior to such actions being taken and had then been duly authorized and approved by the Company (including the execution of accessory and necessary documents regarding the Tax Equity Financing arrangement and the Construction/Term Loan Financing arrangement).

6. **CLOSURE.** There being no further matters, this meeting was closed, and the present minutes was read and approved, and signed by all the members. **Presiding:** José Carlos Reis de Magalhães Neto (chairman) and Alexandre Tadao Amoroso Suguia (secretary). **Board Members Present:** José Carlos Reis de Magalhães Neto, Antonio Augusto Torres de Bastos Filho, Pedro de Andrade faria, Eduardo Silveira Mufarej, Eduardo de Toledo, Gustavo Rocha Gattass, Roberto Castello Branco, Nicolas Escallon Cano e Michael Ray Kern Harrington.

São Paulo, December 16, 2022.