

Este documento é uma tradução livre do Edital de Leilão nº 01/2021, devendo ser utilizado apenas para referência. Em caso de conflito entre esta tradução livre e a versão em português do Edital de Leilão nº 01/2021, prevalecerá a versão em português.

This document is a free translation of the Edital de Leilão No. 01/2021 and should be used for reference purposes only. In case of conflict between this free translation and the Portuguese version of the Edital de Leilão No. 01/2021, the Portuguese version shall prevail.

PUBLIC TENDER NOTICE No 01/2021
DISPOSAL OF COMMON AND PREFERRED SHARES OF COMPANHIA ESTADUAL DE
TRANSMISSÃO DE ENERGIA ELETRICA – CEEE-T

The **STATE OF RIO GRANDE DO SUL**, hereby represented by the State Secretary for the Environment and Infrastructure, using the authority granted to it by the Governor of the State of Rio Grande do Sul;

COMPANHIA ESTADUAL DE ENERGIA ELÉTRICA PARTICIPAÇÕES – CEEE-PAR, a quasi-public corporation with headquarters in the city of Porto Alegre, State of Rio Grande do Sul, at Av. Joaquim Porto Villanova, No 201, Building A1, 7th floor, room 720, Bairro Jardim Carvalho, ZIP 91410-400, enrolled before the CNPJ/ME under No. 08.420.472/0001-05;

By this Public Notice and in accordance with its provisions, becomes public the conditions for the privatization of **CEEE-T**, through the disposal of common and preferred shares representing its share capital.

This bid shall be governed by the rules provided for in this Public Notice and its exhibits, by State Law No. 10,607/95, by State Law No. 15,298/19, by Law No. 13,303/16 and Law No. 8,666/93, by ANEEL rules, as well as, when applicable, by complementary and supervenient legislation, rules and regulations issued by competent public agencies, moreover regarding the operation of public electricity transmission services and in relation to the Public Tender and the Takeover Public Offer.

The bid was preceded by a Public Hearing, pursuant to the terms of Article 39 of Law No 8,666/93, duly disclosed on the electronic website www.sema.rs.gov.br/privatizacoes and published in the Official Gazette of the State of Rio Grande do Sul and in widely circulated newspapers on March 23, 2021, with an online session held on April 9, 2021, whose regulations, reporting, and attendance minutes are available on that website.

CHAPTER I – INITIAL PROVISIONS	4
Section I – Definitions	4
Section II - The Object	12
Section III - Access to the Public Notice	13
Section IV – Clarifications on the Public Notice	13
Section V – Challenges to the Public Notice	14
Section VI – General Provisions	15
Section VII – The Privatization Rationale	16
Section VIII – Information about CEEE-T	16
CHAPTER II – THE BIDDING COMMISSION	20
CHAPTER III – PARTICIPATION IN THE PUBLIC TENDER	20
CHAPTER IV – DOCUMENTATION	23
Section I – Representations	24
Section II – Representatives	24
Subsection I – The Accredited Representative	24
Subsection II – Accredited Brokers	26
Section III– The Bid	27
Section IV– Bid Guarantee	27
Section V – Clearance	32
Subsection I – Legal Clearance	32
Subsection II – Economic and Financial Qualification	33
Subsection III – Fiscal and Labor Good Standing	33
CHAPTER V – THE PUBLIC TENDER’S STAGES	34
Section I – Delivery of documents	34
Section II – Analysis of the Statements, Representation Documents and Bid Guarantee	35
Section III – Tender’s Public Session	36
Section IV – Analysis of Clearance Documents	38
Section V – General Instructions for the Filling of Administrative Challenges	39
Section VI – Submission of documents to CADE, ANEEL and the Bidding Commission, Public Offer for the Acquisition to other CEEE-T shareholders and Payments to BNDES	40
Section VII – Confirmation and Adjudication of the Public Tender’s Object	42
Section VIII – Public Tender Settlement	42
Section IX – Disposal Formalization	43
Section X – Replacement of CEEE-T Financing Guarantors	43
Section XI – Treatment of Liabilities pertaining to Ex-servants	44
Section XII - CEEE-T Governance	45
Section XIV – Succession and Other Provisions	47

Section XV – Pass on to Seller of the Amount Raised in the Public Tender for CEEE-T transfer of Corporate Control	48
Section XVI – Schedule of Events	48
CHAPTER VI – RIGHTS AND OBLIGATIONS	50
Section I – Seller’s Rights and obligations	50
Section II – Buyer’s Rights and obligations	52
CHAPTER VII – PENALTIES	53
CHAPTER VIII - FINAL PROVISIONS	54
EXHIBIT 1	56
EXHIBIT 2	69
EXHIBIT 3	70
EXHIBIT 4	71
EXHIBIT 5	72
EXHIBIT 6	73
EXHIBIT 7	74
EXHIBIT 8	75
EXHIBIT 9	76

CHAPTER I – INITIAL PROVISIONS

Section I – Definitions

1.1. For the purposes of this Public Notice, as well as its Exhibits, unless defined otherwise in this Public Notice and / or its Exhibits], and without prejudice to other definitions set forth herein, the following terms and expressions used in this document are defined as follows:

1.1.1. CRC 2 Lawsuit: Lawsuit No. 0035970-13.2002.4.01.3400, in progress before the 9 Federal Court of the Federal District Judicial Section;

1.1.2. Fundação Lawsuit: Lawsuit No 5051477-51.2019.8.21.0001, in progress before the 2nd Judge of the 4th Lower Treasury Court of the Porto Alegre Central Court;

1.1.3. TESB Lawsuit: Lawsuit No 5036365-08.2020.8.21.0001, in progress before the 2nd Judge of the 3rd Civil Court of the Porto Alegre Central Court;

1.1.4. FOTE Shareholders Agreement: Shareholders Agreement entered into by and among CEEE-GT, Eletrosul and FOTE on July 15, 2013;

1.1.5. TSLE Shareholders Agreement: Shareholders Agreement entered into by and among CEEE-GT, Eletrosul and TSLE on January 1st, 2014;

1.1.6. Shareholders Agreement: FOTE Shareholders Agreement and TSLE Shareholders Agreement, when jointly referred to;

1.1.7. Successful Tenderer(s): Successful bidder(s) of the Public Tender, to whom the Bidding Object is adjudicated, to be called upon to sign the Contract for the acquisition of control of CEEE-T, which will become the new controlling shareholders(s) of CEEE-T after the Settlement of the Public Tender and execution of the Contract;

1.1.8. FDA: French Development Agency;

1.1.9. AGERGS: State of Rio Grande do Sul Agency for the Regulation of Delegated Public Services, independent governmental agency created by State Law No. 10,931/97 to regulate and supervise the delegated public services in the State or delegated to it by other federated entities, as a result of legal or statutory norms, conventional or contractual arrangements, among them that of electric energy;

1.1.10. Seller or CEEE-Par: Companhia Estadual de Energia Elétrica Participações – CEEE-Par, as characterized in the preamble;

1.1.11. ANEEL: the Electric Energy National Agency, an independent governmental agency under special legal regime, created by Law No. 9,427/96 to regulate and supervise the production, transmission, distribution, and marketing of electric energy;

1.1.12. Exhibits: Each one of the documents attached to this Public Notice, followed by its respective description;

1.1.13. External Auditor: Loudon Blomquist Auditores Independentes, a company with headquarters at Avenida Coronel Xavier de Toledo, No. 264, 9th floor, conj. 91, Anhangabau, City of Sao Paulo, State of Sao Paulo, ZIP 01.048-000, enrolled before the CNPJ/ME under No. 33.179.672/0001-65;

1.1.14. B3: B3 S.A. – Brazil, Bolsa, Balcão, a corporation, headquartered in the City of Sao Paulo, State of Sao Paulo, at Praca Antonio Prado, 48, enrolled before the CNPJ/ME under No. 09.346.601/0001-25, responsible for providing specialized technical advisory and operational support services related to the procedures necessary for the Public Tender, including the analysis of documents necessary for the clearance of Tenderers;

1.1.15. IDB: Inter-American Development Bank;

1.1.16. Brazil: Federative Republic of Brazil;

1.1.17. BNDES: Banco Nacional de Desenvolvimento Econômico e Social – BNDES, the Brazilian National Economic and Development Bank, with headquarters in Brasilia, Federal District, and services at Avenida Republica do Chile, 100, Centro, Rio de Janeiro, RJ, ZIP 20031-917, enrolled before the CNPJ/ME under No. 33.657.248/0001-89, as the provider of technical support regarding privatization, pursuant to the terms of the Contract for Projects Structuring No. 19.2.0519.1 / FPE No 2019/000935, concluded between BNDES and the State;

1.1.18. CADE: Conselho Administrativo de Defesa Econômica (the Brazilian Antitrust Agency);

1.1.19. CAENMF: Centro Administrativo Engenheiro Nóe de Mello Freitas – CAENMF, located at the corner of Avenues Ipiranga and Joaquim Porto Villanova, Bairro Jardim Carvalho, Porto Alegre/RS, duly registered under No. 130.634 Real Estate Registry of the 3rd Zone, where it is best described and characterized, having a total area of 330.682,22m²;

1.1.20. CEEE-D: Companhia Estadual de Distribuição de Energia Eletrica, publicly held corporation operating under a quasi-public legal regime, with headquarters in the City of Porto Alegre, State of Rio Grande do Sul, at Avenida Joaquim Porto Villanova, No.

201, Building A1, 7th floor, Room 721, Bairro Jardim Carvalho, ZIP 91410-400, enrolled before the CNPJ/ME under No. 08.467.115/0001-00;

1.1.21. CEEE-GT: Companhia Estadual de Geração e Transmissão de Energia Elétrica, former name of CEEE-T, spined off for the purpose of separating its energy generation and transmission businesses between CEEE-G and CEEE-T, respectively;

1.1.22. CEEE-G: Companhia Estadual de Geração de Energia Eletrica, with headquarters in the City of Porto Alegre, State of Rio Grande do Sul, at Avenida Joaquim Porto Villanova, No. 201, Building A1, 7th floor, Room 723, Bairro Jardim Carvalho, ZIP 91410-400, enrolled before the CNPJ/ME under No. 39.881.421/0001-04;

1.1.23. CEEE-T: Companhia Estadual de Transmissão de Energia Eletrica, with headquarters in the City of Porto Alegre, State of Rio Grande do Sul, at Avenida Joaquim Porto Villanova, No. 201, Building A1, 7th floor, Room 722, Bairro Jardim Carvalho, ZIP 91410-400, enrolled before the CNPJ/ME under No. 92.715.812/0001-31, whose shares will be the object of the disposal by CEEE-PAR in the Public Tender;

1.1.24. CNPJ/ME: means the Corporate Taxpayers' Number of the Ministry of Economy.

1.1.25. Bidding Commission: Commission that will be responsible for carrying out the Public Tender's proceedings, in addition to examining and judging all relevant documents, to be formed by up to five (5) members appointed by the State Secretary for the Environment and Infrastructure;

1.1.26. Buyer: The Successful Tenderer(s) which come to sign the Contract with CEEE-Par, after the adjudication of the Public Tender's Object and ratification of its result, becoming the new controlling shareholder(s) of CEEE-T;

1.1.27. Consortium: Group of Tenderers jointly participating in the Public Tender, all jointly and severally responsible for the full and timely fulfillment of the obligations resulting from this Public Notice, at both judgment of proposals and clearance stages as well as in the Settlement, pursuant to the terms of applicable laws and regulations and the respective commitment to form a consortium;

1.1.28. State Counter-Guarantees: Guarantees offered by the State to the benefit of the Federal Government as a counter-guarantee to the Federal Government's Guarantees under the Financing Agreements;

1.1.29. Agreement: CEEE-T Share Purchase and Sale Agreement and Other Covenants, substantially in the form of Exhibit 1 – Template of the Purchase and Sale Agreement, to be executed by and between CEEE-Par and the Public Tender's Successful

Tenderer(s), in addition to the other intervening and consenting parties, the object of which will be the transfer of shares representing CEEE-T controlling stake to the Successful Tenderer(s);

1.1.30. CIAG O&M Contract: Contract for the Provision of Operations and Maintenance Services to be executed by and between CEEE-T and the State of Rio Grande do Sul, whose term will be twelve (12) months and the monthly amount will be up to one hundred thousand Brazilian Reals (BRL \$ 100.000,00);

1.1.31. Concession Agreements: Concession Agreement No. 055, entered into by and between CEEE-T and the Federal Government on October 1st, 2001, as amended from time to time, Concession Agreement No. 080, entered into by and between CEEE-T and the Federal Government on December 18, 2002, as added from time to time, And Concession Contract No 004, concluded between CEEE-T and the Federal Government on March 31, 2021, as well as any other concession agreements entered into by and between CEEE-T and the Federal Government up to the Public Tender's settlement date, when jointly referred to;

1.1.32. AFD Financing Agreement: Credit Agreement No. CBR 1043-K, entered into by and between CEEE-GT and AFD, among others, on December 21, 2012, as amended from time to time;

1.1.33. BID Financing Agreement: Credit Agreement No. 2018/OC-BR, entered into by and between CEEE-GT and BID, among others, on December 28, 2012, as amended from time to time;

1.1.34. Financing Agreements: The AFD Financing Agreement and the BID Financing Agreement, when jointly referred to;

1.1.35. Convention Abolishing the Requirement of Legalization for Foreign Public Documents: Convention Abolishing the Requirement of Legalization for Foreign Public Documents, signed in the Hague on October 5, 1961, and enacted by Decree No 8,660/16;

1.1.36. Accredited Broker: Brokerage company licensed by Brazilian Central Bank and CVM, duly authorized to operate at B3 and hired by the Tenderer(s) to represent them before B3 in all acts related to the Public Tender;

1.1.37. CVM: Brazilian Securities Commission;

1.1.38. Decree No 8,660/16: Federal Decree No 8,660 of January 29, 2016;

1.1.39. State Decree No. 55,622/20: State Decree No. 55,622 of December 04, 2020;

1.1.40. Session Director: The Public Session director, appointed by B3, of the Public Tender;

1.1.41. Clearance Documents: A set of documents listed in the Public Notice, to be mandatory submitted by the Tenderers, to evidence their legal, fiscal, labor, and economic-financial good standing;

1.1.42. Public Notice: This document, which sets out the rules for the disposal of CEEE-T common and preferred shares held by CEEE-Par;

1.1.43. Eletrosul: Companhia de Geração e Transmissão de Energia Elétrica do Sul do Brasil – Eletrobras CGT Eletrosul;

1.1.44. Delivery of Documents: the act in which Tenderers shall present at B3, on the day indicated on Chapter V, Section XV schedule, from 9am to noon or another time determined by the Bidding Commission, the documents listed in item 4.1 of this Public Notice;

1.1.45. State: State of Rio Grande do Sul, characterized in the preamble;

1.1.46. Ex-servants: public servants or their pensioners, linked to CEEE-D or CEEE-T, in the situation provided for in Article 12 of State Law No 4,136 of September 13, 1961, and in paragraph 1 of Article 5 of State Law No 12,593/06, or included thereto by a judicial decision, pursuant to the terms of article 1, paragraph 2 of State Law No. 14,467/14;

1.1.47. EY: Ernst & Young Assessoria Empresarial Ltda.;

1.1.48. FOTE: Fronteira Oeste Transmissora de Energia S.A. – FOTE;

1.1.49. Fundação Força e Luz: Fundação Força e Luz, created on December 15, 2020 by CEEE-D and by CEEE-GT;

1.1.50. Bid Guarantee: Guarantee of compliance with the terms of the Public Notice and bid to be submitted by the Tenderers on behalf of Seller, set at one percent (1%) over the Minimum Economic Amount;

1.1.51. Federal Government Guarantees: guarantees granted by the Federal Government to the benefit of AFD and IDB for the purposes of the financing facilities contracted pursuant to the terms of the Financing Agreements;

1.1.52. Genial: Banco Genial S.A.;

1.1.53. CEEE Group: CEEE-Par, CEEE-D, CEEE-G and CEEE-T, when jointly referred to;

1.1.54. Real Estate: together, (I) the headquarters of the South Regional Center, located at Rua Marcílio Dias, 683, Pelotas/RS, duly registered under No. 49,903 of Real Estate Registry of Pelotas 2nd Zona, where it is best described and characterized, having a total area of 1.000,00m²; (ii) headquarters of the Salto System Division, located at Borges de Medeiros Street, 936, Canela/RS, duly reproduced under No. 9,110, pages 6v/7 of Book 3-P of the Local Real Estate Registry, where it is best described and characterized, having a total area of 2.400,00m²; (iii) CAENMF; (iv) headquarters of the Center for Training, Improvement and Formation – CETAF, located at Avenida Bento Goncalves, 8855, Porto Alegre/RS, duly registered under No. 6,450 and 6,451 of the Real Estate Registry of the Porto Alegre 3rd Zone, where it is best described and characterized, having a total area of 115.580,80m² (being 61.760,80m² part of the registration No 6.450 and 53.820,00m² of No. 6.451); (v) former headquarters of Porto Alegre Transmission Teams, located at Avenida Sao Paulo 512, Porto Alegre/RS, duly registered under No. 173,519 of the Real Estate Registry of the Porto Alegre 1st Zone, where it is best described and characterized, having a total area of 583.19m²; and (vi) old headquarters of Sao Borja, located on the corner of Ruas Visconde do Rio Branco and Tamandaré, São Borja/RS, duly registered under No. 22,944 of the Local Real Estate Registry, where it is best described and characterized, having a total area of 9.554,64m².

1.1.55. Fundação Força e Luz's Real Estate and Collections: together, the real estate property described in registration No 46,290 of the Real Estate Registry of Porto Alegre/RS 1st Zone, the collections of the Erico Veríssimo Memorial and the collection of the Electricity Museum donated by CEEE-D to Fundação Força e Luz.

1.1.56. CVM Rule No. 361: CVM Rule No. 361 of March 5, 2002;

1.1.57. Private Instrument for the Assumption of Debt Payment Obligations and Other Covenants: Private Instrument for the Assumption of Debt Payment Obligations and Other Covenants entered into on December 7, 2020 by and between CEEE-D and CEEE-Par;

1.1.58. Private Instrument of Reciprocal Cooperation and Indemnification Obligation: Private Instrument of Reciprocal Cooperation and Indemnification Obligation entered on May 11, 2021 by and between CEEE-T and CEEE-G;

1.1.59. IPCA: the Broad Consumer Price Index, released by the Brazilian Institute of Geography and Statistics;

1.1.60. Public Tender Settlement: Full and timely payment by Buyer in return for the transfer of ownership of the Shares object of the Public Tender, to be carried out by B3;

1.1.61. Law of Corporations: Law No 6,404 of December 15, 1976.

1.1.62. Law No 8,666/93: Law No 8,666 of June 21, 1993.

1.1.63. Law No 9,427/96: Law No 9,427 of December 26, 1996.

1.1.64. Law No 12,529/11: Law No 12,529 of November 30, 2011.

1.1.65. Law No 13,303/16: Law No 13,303 of June 30, 2016;

1.1.66. State Law No 10,607/95: State Law No 10,607 of December 28, 1995;

1.1.67. State Law No 10,931/97: State Law No 10,931 of January 9, 1997;

1.1.68. State Law No 12,593/06: State Law No 12,593 of September 13, 2006;

1.1.69. State Law No 14,467/14: State Law No 14,467 of January 17, 2014;

1.1.70. State Law No 15,298/19: State Law No 15,298 of July 4, 2019;

1.1.71. Public Tender: Bid format for transferring the control of CEEE-T through the disposal of the Public Tender's Object, to be carried out in the manner and under the conditions described in this Public Notice;

1.1.72. Due Diligence Procedure Manual: Document detailing the content and procedures applicable to the Information Room (Data Room), the carrying out of technical visits and meetings, available at <https://sema.rs.gov.br/privatizacoes>;

1.1.73. B3 Manual of Public Tender's Procedures: Document prepared by B3, containing guidelines, rules, and document templates for the procedures for the granting a Bid Guarantee, Public Tender's operating procedures, Settlement, as well as all other supporting procedures to the completion of the event;

1.1.74. Public Tender's Object: Single batch of six million three hundred and eighty-one thousand and nine hundred and eight (6,381,908) registered shares, with no face value, issued by CEEE-T and held by CEEE-Par, representing approximately sixty-six integers and eight hundredths per cent (66.08%) of CEEE-T total equity, being (i) six million and three hundred and eighty thousand and eight hundred and twenty-one

(6,380,821) common shares, representing approximately sixty-seven integers and twelve hundredths per cent (67.12%) of the common shares issued by CEEE-T, and (ii) one thousand and eighty-seven (1,087) preferred shares, representing approximately seventy-two hundredths per cent (0.72%) of all preferred shares issued by CEEE-T;

1.1.75. Public Offer for the Acquisition: is the public offer to acquire shares by the sale of control, to be carried out in accordance with applicable legislation;

1.1.76. Minimum Price: Minimum price of each share of CEEE-T for the purposes of their disposal within the Public Tender;

1.1.77. Tenderer: Public Tender participant, acting individually or as a consortium member;

1.1.78. Accredited Tenderer: Tenderer whose offered meets all requirements laid down in the applicable laws and regulations and is subject to the terms and conditions foreseen in this Public Notice;

1.1.79. Economic Bid: Economic bid presented by each Tenderer, the template of which is shown in Exhibit 4.

1.1.80. Accredited Representatives: Individuals authorized to represent Tenderers in all documents and acts related to the Public Tender;

1.1.81. CADE Regulation No 1/12: CADE Regulation No. 1 of May 29, 2012;

1.1.82. CADE Regulation No 2/12: CADE Regulation No. 2 of May 29, 2012;

1.1.83. ANEEL Normative Regulation No. 484/12: ANEEL Normative Regulation No. 484, of April 17, 2012;

1.1.84. ANEEL Normative Regulation No. 882/2020: ANEEL Regulation No. 882 Normative April 20, 2020;

1.1.85. Information Room or Data Room: Documents, data, reports, access to systems and any other type of information about CEEE-T will be made available in an online setting, which can be accessed on the website <https://sema.rs.gov.br/privatizacoes> by registered interested parties that meet the requirements of the Due Diligences Procedure Manual, according to the Notice published in the Official Gazette of the State of Rio Grande do Sul on February 26, 2021;

1.1.86. SEMA: State Secretariat for the Environment and Infrastructure, appointed by the State as being responsible for the execution and follow-up of the CEEE-T

privatization process, pursuant to the terms of the act of the State of Rio Grande do Sul Governor;

1.1.87. Tender's Public Session: Public Tender's phase started with the opening of the envelopes of the respective Economic Bids submitted by the Tenderers, during which the live and via the speakerphone bidding phase of the Public Tender will take place, if applicable, to be carried out on the day listed in Section XV, Chapter V schedule;

1.1.88. SUSEP: Supervision of Private Insurance - SUSEP;

1.1.89. TCE/RS: State of Rio Grande do Sul Audit Court;

1.1.90. TESB: Transmissora de Energia Sul Brasil S.A.;

1.1.91. TSLE: Transmissora Sul Litorânea de Energia S.A. – TSLE;

1.1.92. Minimum Economic Amount: Minimum aggregate price for the acquisition of the entire Public Tender Object in the amount of one billion six hundred and ninety-nine million one hundred and ninety-nine thousand six hundred and twenty Brazilian Reals and four cents (BRL\$ 1,699,199,620.04); and

1.2. Except where the context does not allow such interpretation, the definitions of the Public Notice will be equally applied in their singular and plural forms.

Section II - The Object

1.3. The privatization process will be carried out by means of a Public Tender, by which the control of CEEE-T will be disposed through a single batch of six million three hundred and eighty-one thousand and nine hundred and eight (6,381,908) registered shares, with no face value, issued by CEEE-T and held by CEEE-Par, representing approximately sixty-six integers and eight hundredths per cent (66.08%) of CEEE-T total equity, being (i) six million and three hundred and eighty thousand and eight hundred and twenty-one (6,380,821) common shares, representing approximately sixty-seven integers and twelve hundredths per cent (67.12%) of the common shares issued by CEEE-T, and (ii) one thousand and eighty-seven (1,087) preferred shares, representing approximately seventy-two hundredths per cent (0.72%) of all preferred shares issued by CEEE-T.

1.4. The Minimum Economic Amount for the disposal of the entire Public Tender's Object shall be one billion six hundred and ninety nine million one hundred and ninety nine thousand six hundred and twenty Brazilian Reals and four cents (BRL\$ 1,699,199,620.04), considering the Minimum Price of approximately (two hundred and sixty-six Brazilian Reals and twenty-five cents (BRL \$ 266.25) per share, as approved by

Seller's Extraordinary General Meeting, held on May 12, 2021, representing all shares held by Seller.

1.5. The following Exhibits shall form an integral part of this Public Notice:

Exhibit 1 – Template of the Purchase and Sale Agreement;

Exhibit 2 – B3 Manual of the Public Tender's Procedures;

Exhibit 3 – Template of the Representation on the Absence of an Equivalent Foreign Document;

Exhibit 4 – Template of the Economic Bid;

Exhibit 5 – Template of the Statement of Acknowledgement of the Terms of the Public Notice and Absence of Impediment to the Participation in the Public Tender;

Exhibit 6 – Template of the Good Standing Statement under Article 7, XXXIII, of the Federal Constitution;

Exhibit 7 - Template of Bid Ratification;

Exhibit 8 – Template of the Statement of Subordination to Brazilian laws and regulations;

Exhibit 9 - Template of the Statement on discrimination, child or slave labor, harassment, crimes against the environment.

1.6. In the event of a conflict or inconsistency between any provision of this Public Notice and any of the Exhibits, which cannot be resolved by the context in which they are used, the Bidding Commission shall decide on the basis of the provisions of the Public Notice and the legislation applicable to the Public Tender.

Section III - Access to the Public Notice

1.7. The Public Notice of this bid and its Exhibits may be obtained from the website <https://sema.rs.gov.br/privatizacoes>.

1.8. Interested parties shall obtain the Public Notice by the means specified above, to ensure the authenticity of the texts and that all documents and Exhibits which make up the Public Notice are in their possession.

1.9. The State shall not be responsible for the text and exhibits to public notices obtained or known in a manner or in locations other than those listed in this Public Notice.

Section IV – Clarifications on the Public Notice

1.10. The Bidding Commission may provide clarifications on the Public Notice, ex-officio or at the request of any interested party, and such clarifications shall bind on the construction of its rules.

1.11. Requests for clarification shall be submitted by 6pm on the tenth (10th) business day prior to the Documents Delivery date, by e-mail to the following e-mail address: privatizacoes@sema.rs.gov.br.

1.12. Requests for clarification shall be deemed delivered on the date of their receipt, unless received after 6pm, in which case they will be deemed received on the next business day.

1.13. All Bidding Commission's responses to requests for clarification made pursuant to the terms of the preceding items will be compiled and made available after five (5) business days from the final deadline for clarification requests and will be included in the bidding procedure and made available at the following website: <http://www.sema.rs.gov.br/privatizacoes>.

Section V – Challenges to the Public Notice

1.14. Any challenges shall be referred to the Chairman of the Bidding Commission, via the e-mail privatizacoes@sema.rs.gov.br, with a minimum of five (5) business days prior to the Documents Delivery date and the opening of the 1st Volume.

1.14.1. The challenge shall be accompanied by a copy of the identity document of its signatory, when made by an individual, or evidence of legal representation authority, when made by a legal entity, which will be done through the presentation of a power of attorney accompanied by such legal entity's corporate documents evidencing the powers of the grantor.

1.14.2. Challenges shall be deemed filed on the date of their receipt, unless received after 6 p.m., case in which they shall be deemed received on the next business day.

1.15. A challenge to the Public Notice should be addressed to the Chairman of the Bidding Commission.

1.15.1. The filing of a challenge shall not prevent the interested party from participating in the Public Tender.

1.16. The Bidding Commission shall judge and respond to any challenges within three (3) business days, in the manner provided for in Article 41, paragraph 1, of Law No 8,666/93.

1.16.1. The opinion of the Bidding Commission upholding a challenge will only change the date for the receipt of envelopes when the change made to the Public Notice affects

the conditions for the pledge of the Bid Guarantee, the preparation of the Economic Bid or the submission of the required Clearance Documents.

Section VI – General Provisions

1.17. All public tender documents, as well as correspondences exchanged between Tenderers and the Bidding Commission, must be drawn up in Portuguese, with all documents being consulted and construed according to this language.

1.17.1. All documentation submitted by the Tenderers shall be in force on the submission date of the volumes listed in item 4.1.

1.18. Documents of foreign origin submitted in other languages without consular legalization or without affixing an apostille under the Convention Abolishing the Requirement of Legalization for Foreign Public Documents shall not be considered for the purpose of evaluating and judging the offers, being that, in any event, documents of foreign origin must be accompanied by their respective Portuguese sworn translation, performed by a sworn translator registered at any Brazilian Board of Trade (*Junta Comercial*).

1.19. Documents shall be submitted in accordance with the templates contained in the Public Notice, where applicable.

1.20. All time references of this Public Notice refer to Brasilia's official time.

1.21. The events foreseen in this Public Notice and in the schedule are directly subordinated to the successful completion of the various stages of the privatization process. In the event of the occurrence of supervening facts after the publication of the Public Notice that may come to delay or in any way hinder the progress of the privatization process, in accordance with the understanding of the Bidding Commission, an amendment to the Public Notice is allowed, always aiming to conclude, favorably and diligently, the privatization of CEEE-T.

1.21.1. Any changes to the Public Notice will be disclosed in the Official Gazette of the State of Rio Grande do Sul and, on the website, <http://www.sema.rs.gov.br/privatizacoes>.

1.22. Participation in the Public Tender implies full and unconditional acceptance of all terms, provisions and conditions of the Public Notice and its Exhibits, as well as other rules applicable to the Public Tender.

1.23. Access to the Data Room, technical visits and meetings will be available to interested parties in accordance with the Due Diligence Procedure Manual.

1.24. The terms referred to in this public notice shall be counted in business days and begin to run from the date of the official notification, excluding from such term the initial date and including the one on each it ends. Any day, except Saturdays, Sundays, federal holidays, or holidays in the State of Rio Grande or in the City of Porto Alegre, is considered to be a business day.

Section VII – The Privatization Rationale

1.25. CEEE-T operates in a capital-intensive sector. Thus, its operational efficiency and investment capacity are essential for the sustainable continuity of the operation. Currently, the Company, as a state-owned company, is unable to make investments consistent with the need of the Brazilian Electrical Sector, which are much higher than the investments made in recent years. Therefore, the aim of the privatization is to reestablish the company's capacity to carry out the necessary sectoral investments, in an agile, efficient and congruent way with its financial capacity.

1.26. Based on these assumptions, the privatization of CEEE-T, which should involve the disposal of the entire participation interest of CEEE-Par in CEEE-T, as indicated in item 1.3, is carried out in the context of the company's restructuring, so that the various applicable goals are met satisfactorily. With the privatization, the same legal regime of the other non-state agents in the sector, with greater economic, operating and management efficiency, shall be observed in CEEE-T. With this, the aim is to generate greater financial and operating capacity for the massive investments which are necessary to the proper functioning of the Brazilian Electrical sector and the Company.

Section VIII – Information about CEEE-T

a. CEEE-T

Companhia Estadual de Transmissão de Energia Elétrica - CEEE-T is a quasi-public company that is part of CEEE Group, the concessionaire of electricity transmission services in the State of Rio Grande do Sul. CEEE-T has a total of 5,918 km of its own transmission lines, being 4,926 km at 230 KV voltage, 765 km at 138 KV voltage and 226 km at 69 KV voltage, it owns 69 substations, which add up to an installed power capacity of 11,400 MVA and operates and / or maintains other 14 substations. In addition to the transmission sector, CEEE Group also operates in the electricity generation and distribution sectors, as well as in related services. In the context of the privatization of CEEE-GT, as a condition precedent to the disposal, a process of spin-off of CEEE-GT was carried out, resulting in the incorporation of the split portion by a new company. The assets and liabilities linked to the Transmission sector were kept in the original CNPJ (spun-off portion), and the Company's corporate name was changed to Companhia Estadual de Transmissão de Energia Eletrica - CEEE-T.

b. History

1.27. Created in 1943, through State Decree-Law No. 328, the “Electric Energy State Commission” was the forerunner of the companies that today make up the CEEE Group. In 1952, it became an independent governmental agency and, finally, in 1963, it became a quasi-public corporation, with its concession area comprising the entire State. In 2006, there was the corporate and equity restructuring of CEEE, with the change of CEEE corporate name to CEEE-GT and the creation of CEEE-D and CEEE-Par, a holding company that started to control CEEE-D and CEEE-GT. On July 4, 2019, State Law No. 15.298/19, was approved, which, among other measures, authorized the State of Rio Grande do Sul Executive Branch to promote CEEE-GT privatization process. On February 18, 2021, the CEEE-GT split was carried out, so that energy generation services would then be carried out by CEEE-G, while CEEE-T, the new corporate name of CEEE-GT, remained in charge of energy transmission services.

c. Short- and Long-Term Liabilities

1.28. Short and long-term liabilities are obligations of CEEE-T before third parties. On the basis of the *Pro forma* Financial Information Assurance Report issued by Baker Tilly Brasil RS Auditores Independentes S/S, for the period ended on June 30, 2020, which backed up CEEE-GT split off process, the liabilities classified as current, i.e. with a maturity shorter than twelve (12) months, amounts to BRL \$ 402,417 thousand, representing fifteen integers and eighty-five hundredth percent (15.85%) of CEEE-T's total liabilities, and the liability classified as non-current amounts to BRL \$ 2,136,440 thousand, corresponding to the remaining eighty-four integers and fifteen hundredth percent (84.15%) of CEEE-T total of liabilities.

1.28.1. After the privatization, all CEEE-T liabilities, except those which are the subject of Section XI of Chapter V of this Public Notice and in compliance with the terms and conditions set out in the documents relating to the CEEE-GT split off, shall remain under its responsibility.

d. CEEE-T Economic-Financial Situation

1.29. In the 2020 fiscal year, CEEE-GT transmission sector presented a net profit of BRL \$ 193,019 thousand, according to the notes to the CEET-GT audited Financial Statements pertaining to Information by Sector.

1.29.1. CEEE-GT transmission segment operating margins have been historically stable. However, they are below the margins observed in comparable private companies. One of the main reasons lies in the high representativeness of staff costs and expenses in relation to Net Operating Income. Staff disbursements have a predominantly fixed

behavior and the company, as a state-owned company, is unable to boost its margins and, consequently, profit & loss and cash generation at levels in line with non-state agents operating in this sector.

1.29.2. In terms of size, CEEE-GT transmission sector (which, after the spin-off, was maintained in the spun-off portion, that is, at CEEE-T) occupies a prominent position in the country's energy transmission sector. According to Ratification Resolution No. 2,725/2020, the Allowed Annual Income (AAI) of the company approved for the 2020-2021 cycle was BRL \$ 868,655 thousand, which places it as the eighth (8th) largest AAI amongst the ones operating in the country.

1.29.3. Notwithstanding its high level of liabilities with pension plans, CEEE-T's net equity on June 30, 2020 was BRL \$ 1,920,424 thousand.

1.29.4. It should be noted that CEEE-T is a state-owned company not dependent on the State.

e. Payment of Dividends

1.30. Information regarding the company's dividends of recent years can be viewed in CEEE-GT financial statements disclosed via legal means.

f. Statutory Aspects

1.31. In particular, the economic regulation of Allowed Annual Income is carried out by ANEEL, and the current AAI approved for CEEE-T is included in ANEEL Ratification Resolution No. 2,725/2020, of July 14, 2020.

g. Summary of CEEE-T Appraisal Studies

1.32. The economic-financial appraisal works were prepared in accordance to State Law No. 10,607/95, updated by State Law No. 15,229/18, adopting the best market practices and ANEEL statutory requirements, based on operating efficiency targets.

1.32.1. The Discounted Cash Flow method was used as the studies' general methodology, which was based on the company's future cash flows. Within the discounted cash flow methodology, the net present value was adopted within the free cash flow criterion to the company, where cash flows derived from operating and investment are taken into account, without considering (in the flows) debt and financial results movements, discounted at a rate equivalent to the company's weighted average capital cost, resulting in the company's total operating value. From this amount, the net debt and contingencies calculated in specific studies developed during the process are

deducted, resulting in the amount of one hundred percent (100%) of the company's shares.

1.32.2. CEEE-T economic and financial appraisal was carried out according to the following system: Thymos Energia Engenharia e Consultoria Ltda., a company specialized in technical and operational analysis in the energy sector, prepared the operating forecasts, from which Genial and EY developed two independent economic-financial appraisals. After calculating the discounted cash flow for the company, net indebtedness and contingencies were deducted, resulting in the market value of one hundred percent (100%) of CEEE-T's shares (including equity interests in an affiliated company and in subsidiaries) calculated by Genial and EY, respectively, at two billion, six hundred and fifty-eight million, five hundred and sixty-two thousand, four hundred and twenty-five Brazilian Reals and sixty cents (BRL \$ 2,658,562,425.60) and two billion, four hundred and eighty-four million, six hundred and ten thousand, eight hundred and ninety-two Brazilian Reals and sixty-six cents (BRL \$ 2,484,610,892.66).

h. Methodology for pricing CEEE-T shares

1.33. As detailed in the preceding item, in order to determine the minimum price of CEEE-T shares, two different appraisals were carried out. The amount was calculated from a simple average between both the amounts determined by Genial and by EY, considering that:

(i) Genial and EY, although using independent analyzes, went through a similar scope and presented equally complete products;

(ii) the proposed amounts are comparable and the difference between both is less than ten percent (10%).

1.33.1. The amount determined for the disposal of shares was equivalent to the average of the two economic-financial appraisals carried out by the two hired consultants mentioned above. Therefore, the average of the two economic-financial appraisals was two billion, five hundred and seventy-one million and five hundred and eighty-six thousand, six hundred and fifty-nine Brazilian Reals and thirteen cents (BRL \$ 2,571,586,659.13) for one hundred percent (100%) of CEEE-T shares.

1.33.2. From the total number of CEEE-T shares held by CEEE-Par, being six million, three hundred and eighty thousand, eight hundred and twenty-one (6,380,821) common shares and one thousand and eighty-seven (1,087) preferred shares, the amount per share of CEEE-T is approximately two hundred and sixty-six Brazilian Reals and twenty-five cents (BRL \$ 266.25).

CHAPTER II – THE BIDDING COMMISSION

2.1. The Public Tender shall be judged by the Bidding Commission and it will be its responsibility to carry out the works to its occurrence.

2.2. The Bidding Commission may request information from any bodies and entities directly involved in this bid, as well as from all those members of the Federal Government and from the State of Rio Grande do Sul that hold information that is of interest to this bid.

2.3. In addition to the prerogatives that are implicitly derived from its legal competence, the Bidding Commission may:

2.3.1. Request the Tenderers at any time to clarify the documents submitted by them, and to adopt criteria for the remediation of formal non-compliances in the course of the Public Tender, being prohibited the subsequent inclusion of a document that should originally be contained in those submitted by the Tenderers in accordance with item 4.1;

2.3.2. Promote procedural measures and ask for additional information to clarify the content and to confirm the authenticity of the information contained in the documents, or to complement the Public Tender's documentation phase; and

2.3.3. Extend the terms referred to in the Public Notice in case of public interest, unforeseeable circumstances or force majeure, without any right to indemnity or to the reimbursement of costs and expenses in any capacity and at any time.

2.4. The refusal to provide clarifications and documents or to comply with the requirements requested by the Bidding Commission, within the deadlines determined by it and in accordance with the terms of this Public Notice, may lead to the disqualification of the Tenderer and the enforcement of the respective Bid Guarantee.

CHAPTER III – PARTICIPATION IN THE PUBLIC TENDER

3.1 Brazilian or foreign Bidders, financial institutions, Private Equity Funds (Fundos de Investimento em Participações - FIPs) and private pension plans may participate in the Public Tender, pursuant to the terms of this Public Notice, either individually or in a Consortium.

3.1.1 Foreign Tenderers shall submit documents equivalent to those required for the clearance, and shall submit to this end documents legalized by the Brazilian consular representation or with the apposition of an apostille pursuant to the terms of the Convention Abolishing the Requirement of Legalization for Foreign Public Documents, in any event, documents of foreign origin must be accompanied by their respective

Portuguese sworn translation, performed by a sworn translator registered at any Brazilian Board of Trade

3.1.1.1 Equivalent Clearance Documents shall be submitted by foreign Tenderers in such a way as to enable the analysis of their validity and enforceability.

3.1.1.2 In the event of the absence of documents equivalent to those requested in this Public Notice or of body(ies) in the country of origin that authenticates them, a declaration shall be submitted in accordance with the template in Exhibit 3 - Statement as to the Absence of Equivalent Foreign Document, stating such fact, subject to the penalties of law, executed by the Tenderer.

3.1.1.3 A foreign Tenderer, that participates individually or in a consortium, shall also submit, together with Volume 1 documents, a statement that, in order to participate in this Public Tender, it will submit itself to the legislation of the Federative Republic of Brazil and that it waives the right to make any claims by diplomatic means, according to template contained in Exhibit 8.

3.2 Tenderers will be allowed to participate in a Consortium by submitting a commitment to set up a consortium, governed by Brazilian law.

3.2.1 Tenderers who wish to participate jointly shall submit a commitment to set up a consortium, together with Volume 1 documents, for each member of the consortium, as listed in Chapter IV of this Public Notice.

3.2.2 The commitment to set up a consortium shall contain:

- i) corporate name, structure and purpose of the Consortium;
- ii) characterization of the companies who make up the consortium;
- iii) internal structure of the Consortium, with the respective participation interest of its members;
- iv) appointment of the leading company, responsible for carrying out the acts that fall to the Consortium; and
- v) provision of joint and several liability of the consortium members for the full and timely fulfillment of the obligations provided for in the Public Notice (which will include all of its Exhibits, including, without limitation, the Agreement).

3.2.3 Consortium Tenderers must submit documents evidencing the effective formation of the Consortium to the Bidding Commission within fifteen (15) business days

after the announcement by the Bidding Commission of the Public Tender's final result, as per item 5.25 of this Public Notice.

3.2.3.1 In the event that the payments due are not made, including those relating to the fulfillment of the obligations prior to the Public Tender's Settlement, whether in whole or in part, even if due to the default of a single member of the Consortium, the Public Tender's Settlement will not be carried out and the Consortium will be disqualified, and the Bid Guarantee will be enforced.

3.2.4 Each consortium shall individually meet the requirements regarding legal, fiscal, labor and economic-financial good standing contained in Section V of Chapter IV of this Public Notice.

3.2.5 No Tenderer shall participate in more than one Consortium, even if through its parent company, subsidiaries or legal entities under common control.

3.2.6 The disqualification of any consortium member will result in the automatic disqualification of all other Tenderers who are members of the same Consortium.

3.2.7 There is no limit on the number of participants to set up the Consortium.

3.2.8 Inclusion, substitution, withdrawal, exclusion or even a change in the percentages representing members' participation interest in the consortium is not allowed from the date of delivery of the envelopes until the execution of the Agreement.

3.2.9 In the case of a Consortium with foreign and domestic members, its leadership shall necessarily fall to a domestic company.

3.3 Tenderers shall be necessarily represented in the Public Tender by Accredited Representatives and Accredited Brokers.

3.4 Tenderers shall not be entitled to participate in this Public Tender if they:

3.4.1 have been declared disreputable by an Act of a Public Authority;

3.4.2 are prevented or suspended from bidding or contracting with the Government;

3.4.3 have been convicted, by a judgment made final and unappealable, to the practice of environmental crimes, with disqualification penalties, as disciplined in Article 10 of Federal Law No 9,605 of February 12, 1998;

3.4.4 have managers or responsible technicians who are or have held a commissioned or effective position or employment relationship with the State, ANEEL, BNDES, CEEE-Par or any of the companies belonging to CEEE Group, or hold a management, senior advice or intermediate assistance positions at the State of Rio Grande do Sul Executive Branch, in the one hundred and eighty (180) days prior to the Public Notice publishing date; or

3.4.5 are prohibited by the Federal Law nº 9,074, of July 7, 1995.

3.5 The participation of Tenderers or members of a Consortium with business (either of their own or their economic group) in the electricity sector shall take place in accordance with applicable legislation statutory rules in force.

3.6 The practice of acts by the Tenderers at each stage of the Public Tender is subject to preclusion, being prohibited the exercise of powers referring to Public Tender's stages that are already completed, unless permitted in this Public Notice.

CHAPTER IV – DOCUMENTATION

4.1 All documents shall be physically presented in identical but separately bound duplicates, the original or certified copy in the first copy, being allowed their presentation by a simple copy in the duplicate, and all pages shall be numbered sequentially and initialed by the respective Accredited Representatives.

4.1.1 Tenderers shall also submit one (1) digital version of the initialed documents for each copy, in a pen-drive, without copying or printing restrictions.

4.1.2 The Bid Guarantee in the form of a bank guarantee or insurance policy shall be submitted in its original, subject to the verification of its digital authenticity in case of an insurance.

4.1.3 Certificates presented for the purpose of meeting the requirements of the Public Notice will be accepted, unless otherwise specified in the Public Notice and when there is no expiration date, if issued up to ninety (90) days prior to the date for the Delivery of Documents.

4.2 One copy of the documents submitted by the Tenderers will remain under B3 custody and the other under the custody of the Bidding Commission until the lapse of a fifteen (15) days term counted from the Agreement's execution date.

4.3 Documents of non-winning Tenderers may be withdrawn from the Bidding Commission after the completion of all monitoring stages carried out by TCE/RS.

4.3.1 Tenderers shall be notified by the Bidding Commission on the completion of all monitoring stages carried out by the TCE/RS and shall withdraw the documents within thirty (30) days. After this period has elapsed without the withdrawal of documents, they will be discarded by the Bidding Commission.

4.3.2 Electronic signatures will be accepted, provided that the document submitted contains suitable means for the verification of its authenticity, including, but not limited to, QR Codes and codes for validation in hyperlinks to sites expressly indicated therein.

Section I – Representations

4.4 Tenderers shall submit the following representations in Volume 3, in accordance with the templates contained in the Exhibits to the Public Notice:

4.4.1 Exhibit 3 – Template of the Representation on the Absence of an Equivalent Foreign Document, if the Tenderer is a foreigner, if applicable;

4.4.2 Exhibit 5 – Template of the Representation on the Acknowledgement of the Terms of the Public Notice and Absence of Impediment to the Participation in the Public Tender;

4.4.3 Exhibit 6 – Template of the Good Standing Representation as per Article 7, XXXIII, of the Federal Constitution;

4.4.4 Exhibit 8 – Template of the Representation on the Submission to the Brazilian legislation, if the Tenderer is a foreigner; and

4.4.5 Exhibit 9 - Template of the Representation on discrimination, child or slave labor, harassment, crimes against the environment.

Section II – Representatives

Subsection I – The Accredited Representative

4.5 Each Tenderer, either participating individually or in a Consortium, shall demonstrate the existence of legal representative(s) or proxies, called Accredited Representatives.

4.6 The granting of representation powers to Accredited Representatives may be evidenced:

4.6.1 In the case of Brazilian Tenderers or branches of foreign legal entities authorized to carry out their business in Brazil, upon submission of the acts of

incorporation and minutes of election and / or simplified certificate, in the case of statutory legal representatives or officers, or a proxy instrument, public or private, which evidences powers to carry out, on behalf of the Tenderer, all acts pertaining to the Public Tender (including powers to represent the Tenderer administratively, to enter into deals and to waive rights such as the right of appeal) and, in the case of powers of attorney, these should be submitted with a notarized signature and accompanied by documents certifying the powers of the grantor(s) (as per the last amended on file in the competent business or civil register), being admitted a simplified certification for this purpose.

4.6.2 In the case of a foreign Tenderer which does not carry out its business in Brazil, by the submission of:

4.6.2.1 a proxy instrument granted to a representative domiciled or headquartered in Brazil, with the signature(s) duly recognized by a notary or other entity in accordance with the legislation governing such document, legalized by the Brazilian consular representation or with apposition of an apostille as per the Convention Abolishing the Requirement of Legalization for Foreign Public Documents and, in any event, the document must be accompanied by the its respective Portuguese sworn translation, carried out by a sworn translator registered at any of the Brazilian Board of Trades (*Juntas Comerciais*), as well as registered before the Registry of Deeds and Documents, which evidences powers to:

- i) to carry out, on behalf of the Tenderer, all acts pertaining to the Public Tender, except those referred to in item 4.9 of the Public Notice;
- ii) receive services of process and represent the Tenderer administrative and judicially, pursuant to Article 32, paragraph 4, of Law No 8,666/93; and
- iii) enter into deals and waive rights.

4.6.2.2 documents evidencing the powers of grantors, legalized by the Brazilian consular representation or with apposition of an apostille as per the Convention Abolishing the Requirement of Legalization for Foreign Public Documents and, in any event, the document must be accompanied by the its respective Portuguese sworn translation, carried out by a sworn translator registered at any of the Brazilian Board of Trades (*Juntas Comerciais*), as well as registered before the Registry of Deeds and Documents (as per the last amendment filed in the competent business or civil registry or equivalent requirement of the country of origin).

4.6.3 In the case of a Consortium, in a specific clause of the Commitment to Set Up a Constitution, whose executors shall have their signatures duly authenticated.

Moreover, it will be necessary to evidence the powers of the executors of the

commitment to set up a Consortium through the submission of the respective corporate documents of the consortium members.

4.6.3.1 Alternatively, in the event of a consortium, through a proxy instrument granted by the leading company to the Accredited Representative(s), with a notarized signature – or, if the document is foreign, covered by the formalities set in item 4.6.2.1 above – accompanied by (i) powers of attorney granted by the other consortium members to the leading company, vesting it with express powers, irreversible and irrevocable, to agree to conditions, compromise, compromise, sign any papers, documents and contracting instruments related to the object of the Public Tender, if the aforementioned proxy instrument had been granted prior to the execution of the commitment dealt with in item (iii); (ii) documents evidencing the powers of all granting parties (as per the last amendment filed before the competent business or civil registry), being allowed, for this purpose, the submission of simplified certificates; and (iii) the commitment to set up a Consortium.

4.7 The Accredited Representatives shall not be allowed to intervene or carry out acts during the Tender's Public Session, in view of the fact that such representation will be exercised exclusively by the Accredited Brokers.

4.8 Each Accredited Representative may only exercise the representation of a single Tenderer participating individually or in a sole Consortium.

Subsection II – Accredited Brokers

4.9 The Accredited Brokers should represent the Tenderers before B3 in the delivery of all documents required in this Public Notice, especially the Bid Guarantee, the Economic Bid and Clearance Documents, and in the acts of the Tender Public Session.

4.10 The intermediation agreement by and between the Accredited Broker and the Tenderer shall have the minimum content specified in Exhibit 2 - B3 Manual of the Public Tender's Procedures.

4.11 Each Accredited Broker may only exercise the representation of a single Tenderer and each Tenderer may only be represented and participate in the Public Tender through a single Accredited Broker.

4.12 In case of a Consortium, a contract may be executed by and among all Tenderers which are consortium members and the Accredited Broker, or individual contracts by and between each consortium member and the Accredited Broker. If consortium members have granted powers to the Consortium leading company to represent them in the Event, a contract may be signed by and between the Consortium leading company, acting on behalf of the Consortium, and the Accredited Broker.

Section III– The Bid

4.13 Tenderers shall fill out the document contained in Exhibit 4 – Template of the Economic Bid, which shall bind the Tenderer to the acquisition of the entire Public Tender’s Object, being forbidden to present a unit price per share.

4.14 The amounts shall be bided in national currency, with two decimal places, presented numerically and written in full, and they shall also include the identification of the respective Tenderer(s).

4.15 In the event of a discrepancy between the numerical and written form of the bid amount, the written form shall prevail.

4.16 The Economic Bid should be valid for one hundred and eighty (180) days, counted from the date of the submission by the Tenderers of the sealed volumes established in item 5.1 of this Public Notice.

4.17 In the event the Public Tender is postponed, the Economic Bid should be renewed for an equal period of one hundred and eighty (180) days, until the fifth (5th) business day preceding its maturity, under penalty of disqualification.

4.18 The economic bids, as well as the bids made in the live stage of the Public Tender, must be unconditional, irreversible and irrevocable.

4.19 In the vent all bids are disqualified or all Tenderers are not cleared, the Bidding Commission may give an opportunity to submit new documentation within eight (8) business days, counted from the date of disclosure of the respective disqualification or no-clearance decision, as the case may be.

Section IV– Bid Guarantee

4.20 The Bid Guarantee should be presented by means of a cash or federal public bonds collateral, an insurance bond or a bank guarantee, as per instructions listed in Exhibit 2 - B3 Manual of the Public Tender’s Procedures, in the amount of sixteen million and nine hundred and ninety-one thousand nine hundred and ninety-six Brazilian Reals and twenty cents (BRL \$ 16,991,996.20), fixed at one percent (1%) over the Minimum Economic Amount.

4.21 The Bid Guarantee should be valid for at least one hundred and eighty (180) days, counted from the date of the submission by the Tenderers of the sealed volumes established in item 5.1 of this Public Notice.

4.21.1 The Bid Guarantee instrument shall not, in compliance with the relevant statutory provisions, contain a clause or condition that excludes any liabilities incurred by the Tenderer in relation to its participation in the Public Tender.

4.21.2 In the event the Public Tender is postponed, where there is a need to renew the Economic Bid, an event dealt with in item 4.17, the Bid Guarantee shall also be renewed until the fifth (5th) business day preceding its maturity, under penalty of disqualification.

4.22 The terms of the Bid Guarantee may not be changed except in cases expressly allowed by the Bidding Commission.

4.23 In the case of a Bid Guarantee pledged as an insurance bond:

i) the bond shall indicate to the Tenderer as its bondholder and CEEE-Par as beneficiary, and shall ensure indemnity for any breach of the Tenderer's obligations vis-à-vis CEEE-Par and / or the State pursuant to the terms of this Public Notice, and must also observe applicable laws and regulations, including, without limitation, the SUSEP normative acts applicable to insurance bonds;

ii) the bond shall be issued by an insurer duly incorporated and authorized to operate by SUSEP;

iii) the insurer may have a registration at B3 as a means to evidence the powers of its signatories, being allowed for this purpose, alternatively, the submission of documents within Volume 1 or the submission of a manager's certificate issued by SUSEP; and

iv) the authenticity of insurance bonds containing digital signatures must be verifiable on the insurer's or SUSEP's websites.

4.24 If the term of validity of the Bid Guarantee expires before the execution of the Agreement, Tenderers shall, by the thirtieth (30th) day prior to its maturity, renew the Bid Guarantee for an equal term, such renewal being confirmed by the fifteenth (15th) day prior to its maturity, under penalty of disqualification of Tenderers.

4.25 If one (1) year has elapsed from the Bid submission date, the amount of the Bid Guarantee shall be adjusted by IPCA, or the index that comes to replace it, which will be determined on the basis of the positive variation established between the month of the submission of the sealed volumes and the month immediately preceding the renewal of the Bid Guarantee.

4.26 If Tenderer participates individually, the Bid Guarantee shall be submitted in its own name.

4.27 In case of a participation in a Consortium, it will be allowed both the total contribution of the Bid Guarantee by only one of the Tenderers which are consortium members (for the benefit of all remaining consortium members), as well as the joint contribution by two or more consortium members, provided that the sum of all guarantees reach the amount required in item 4.20.

4.27.1 In the event of a joint contribution of the Bid Guarantee, each consortium member may choose separately for one type of guarantee admitted in this Public Notice, without prejudice to the choice of a different type of guarantee by the other consortium members.

4.28 If the Tenderer participates in Consortium, Bid Guarantees that use the name of the Consortium as a borrower/beneficiary/holder/depositary shall not be accepted. In this case, the Bid Guarantee may be submitted:

i) in only one instrument under the name of only one of the duly incorporated legal entities persons belonging to the Consortium, regardless of its participation interest in the Consortium; or

ii) in separate instruments each in the name of a consortium member.

4.28.1 In all cases:

i) the Bid Guarantee shall ensure the Consortium liability, being disallowed an instrument guaranteeing only the participation of a certain consortium member; and

ii) the name of the Consortium and the naming of its members, indicating the percentages of the respective participation interests, shall be included in the policy.

4.29 In the event that the Bid Guarantee is pledged as a bank guarantee:

i) the bank guarantee shall list to the Tenderer as the applicant and to CEEE-par as its beneficiary, and shall ensure an indemnity for any breach of the Tenderer's obligations vis-à-vis CEEE-Par and / or the State pursuant to the terms of this Public Notice;

ii) the chosen guarantor may have a registration at B3 as a means to evidence the powers of its signatories, being allowed for this purpose, alternatively, the submission of documents within Volume 1;

iii) the guarantor shall be a commercial, investment and/or multiple banks authorized to operate in Brazil, in accordance with Brazilian laws and regulations and financial sector's statutory provisions and complies with National Monetary Council's seals debt and risk diversification limits thereto;

iv) the guarantor shall be a financial institution ranked between first and second tiers, i.e., between "A" and "B" on the long-term rating scale of at least one among risk rating agencies: Fitch Ratings, Moody's or Standard & Poor's; and

v) the financial institution must have the EMVIA system in order for B3 to verify the authenticity of the letter of guarantee.

4.30 The volume containing the Bid Guarantee shall contain, as the case may be:

i) the bank guarantee instrument, to the benefit of Seller;

ii) the insurance bond, having Seller as the insured; or

iii) deposit receipts of the cash deposit made in a bank account referred to by Seller.

4.31 In the event that the Bid Guarantee is pledged as per the deposit of federal public bonds:

i) the Tenderer(s) holding their own portfolio of Federal Public Bonds must proceed to contribute to the Bid Guarantee by means of a transfer of these bonds securities in the Special Settlement and Custody System - SELIC, to the account held by B3 in the system; and

ii) only the following federal public bonds will be accepted: *Letras do Tesouro Nacional* (LTN); *Letras Financeiras do Tesouro Nacional* (LFT); *Notas do Tesouro Nacional da Série B* (NTN-B); *Notas do Tesouro Nacional da Série C* (NTN-C); e *Notas do Tesouro Nacional da Série F* (NTN-F).

4.31.1 Public Bonds will be valued daily at their economic value, as defined by the Ministry of Economy and determined by B3.

4.32 The Bid Guarantee may be withdrawn by the Tenderer(s) of B3 within fifteen (15) days after the execution of the Agreement or fifteen (15) days after the publication of the decision informing about the Public Tender's failure, if applicable.

4.33 B3 shall analyze the good standing and effectiveness of the submitted Bid Guarantees, communicating to the Bidding Commission the findings of such analysis.

The final decision on the acceptance of the submitted Bid Guarantees will be the responsibility of the Bidding Commission.

4.34 The submitted Bid Guarantees may be enforced by CEEE-Par, after a preliminary adversarial hearing in and administrative procedure, without prejudice to the other penalties provided for in item 7.1 hereof and applicable legislation, in the following cases:

4.34.1 total or partial breach by Tenderers of the obligations they have undertaken due to their participation in the Public Tender;

4.34.2 submission by the Tenderer of documents that do not comply with the provisions of this Public Notice;

4.34.3 the non-ratification by the Tenderer of its bid, as appropriate;

4.34.4 withdrawal by the Tenderer of its bid within the validity term;

4.34.5 Non-compliance by the Tenderer with all Public Tender's Settlement *ex-ante* obligations;

4.34.6 delay in the submission of documents and information to CADE and ANEEL for the approval of the Public Tender's result, as well as in the event of a delay in evidencing the effective set up of the Consortium;

4.34.7 non-approval by ANEEL and / or CADE, if applicable, for reasons attributable to the Tenderer;

4.34.8 refusal of the Successful Tenderer to execute the Agreement, to make the full and timely payment of the amounts provided for in this Public Notice (even if the refusal is made by a consortium member of a bidding Consortium) and / or to carry out all acts necessary for the effective and timely transfer of the shares representing CEEE-T corporate control;

4.34.9 the carrying out of acts aimed at defrauding the Public Tender or thwart its objectives;

4.34.10 to cover fines, penalties, B3's fees and commissions and any indemnities eventually owed to Seller, without prejudice to any other consequences, as applicable to each case, such as specific performance, application of other penalties, and/or liability of the Tenderer(s) for amounts due or indemnifiable in excess of the Bid Guarantee; and

4.34.11 refusal to provide clarifications and documents or to comply with the requirements requested by the Bidding Commission, within the deadlines determined by it and in accordance with the terms of item 2.4 of this Public Notice.

Section V – Clearance

4.35 The Clearance Documents shall consist of documents that evidence legal, fiscal, labor and economic-financial good standing.

4.36 Foreign tenderers shall submit documents equivalent to those required in this Public Notice, as instructed in item 3.1.1 et seq.

Subsection I – Legal Clearance

4.37 Tenderers shall submit the representations listed in item 4.4 and the following documents in hard and digital copies, as per item 4.1 above:

4.37.1 In the case of a company: Articles of incorporation, Bylaws or Articles of Association, accompanied by evidence of the acting directors, last minutes of the election of directors, as well as their instrument of investiture, as appropriate, duly registered before the competent Board of Trade or Registry Office and a certificate issued by the competent Board of Trade or Registry Office, containing updated information about the company's records;

4.37.2 In case of a financial institution, evidence of the authorization to operate by the Central Bank of Brazil, in addition to the other applicable documents provided for in item 4.37.1;

4.37.2.1 In the case of a Private Equity Fund (FIP), in addition to the other applicable documents listed in item 4.37.1:

- i) a certified copy of the formation act and of the full text of its bylaws in force, duly accompanied by a certificate evidencing its registration before the Registry of Deeds and Documents or CVM, pursuant to the terms of CVM Directive-Release CVM/SIN 12/19;
- ii) certified copy of the proof of the FIP's request for an authorization to operate before CVM;
- iii) proof of hiring of a portfolio manager, if any, as well as the election of the administrator in charge;

iv) proof of administrator's registration and, if any, the fund's portfolio manager before CVM; and

v) proof that the fund is duly authorized to participate in the Public Tender and that its administrator may represent it in all acts and for all Public Tender's purposes, undertaking on behalf of the fund all rights and obligations arising thereof.

4.37.2.2 In the case of an open or close-ended private pension plan, proof of a specific authorization as to its formation and operation, issued by the respective supervisory body and a certificate issued by the *Superintendência Nacional de Previdência Complementar* (PREVIC) that the plans and benefits administered by it are not under liquidation or intervention, in addition to the other applicable documents listed in item 4.37.1;

4.38 In the case of foreign Tenderers operating in Brazil, an authorization decree and an act of registration or authorization for operation issued by the competent authority will be required, when the activity so requires.

Subsection II – Economic and Financial Qualification

4.39 The Tenderer shall submit the following documents:

4.39.1 for any type of business company: Clearance certificate of bankruptcy requests, judicial and extrajudicial recovery issued by the Judicial Distributor of the District (Civil Courts) of the city in which the company is headquartered, with an issuance date of no more than thirty (30) days prior to Tender's Public Session date;

4.39.2 for ordinary partnerships: Certificate issued by the Judicial Distributor of general Civil Courts (Property Enforcement) of the District where the Company is headquartered, with an issuance date of no more than ninety (90) days prior to Tender's Public Session date, as well as a certificate listing all civil registry distributing offices of the Tenderer's domicile;

4.39.3 if the event that the head office is not the Tenderer's main facility, judicial certificates relating to the main facility / building must be submitted, in addition to the head office's certificates.

Subsection III – Fiscal and Labor Good Standing

4.40 The Tenderer shall submit the following documents:

4.40.1 proof of enrolled before the CNPJ/ME;

4.40.2 simple copy of the registration card in the State official list of taxpayers concerning the Tenderer's domicile or headquarters, or a non-taxpayer certificate, as the case may be;

4.40.3 simple copy of the registration card in the City official list of taxpayers concerning the Tenderer's domicile or headquarters, or a non-taxpayer certificate, as the case may be;

4.40.4 certificate of good standing before the *Fundo de Garantia por Tempo de Serviço* - FGTS, which is within the validity term attested therein;

4.40.5 proof of fiscal good standing before the National Treasury, upon presentation of the joint certificate issued by the Brazilian Tax Authority (*Secretaria da Receita Federal* - RFB) and the National Treasury Attorney General (*Procuradoria Geral da Fazenda Nacional* - PGFN), regarding the taxes managed by RFB, payroll taxes and debts and liabilities managed by PGFN;

4.40.6 proof of fiscal good standing before the State and City Treasuries, this referring to movable and real estate taxes, or a non-taxpayer certificate, if applicable, all from the respective domicile or headquarters of the Tenderer and with an issuance date of no more than one hundred and eighty (180) days prior to Tender's Public Session date, prevailing the validity attested therein; and

4.40.7 Labor Debts Clearance Certificate pursuant to the terms of Title VII-A of the Labor Code, approved by Decree-Law No. 5,452 of May 1, 1943.

4.41 If any certificate required for legal, economic, fiscal or labor clearance is positive, and the updated status of the process is not presented therein, it should be accompanied by proof of discharge and / or certificates that bring the updated status of the lawsuit or administrative procedures adopted for the remediation, with an issuance date of no more than ninety (90) days prior to Tender's Public Session date.

CHAPTER V – THE PUBLIC TENDER'S STAGES

Section I – Delivery of documents

5.1 Tenderers shall submit to B3, on the day indicated in the Schedule of Section XVI of Chapter V, from 9am to noon, by representatives of the Accredited Brokers, three (3) distinct, sealed volumes identified on their cover, as follows:

1st Volume:

"PUBLIC TENDER Nº 01/2021 – DISPOSAL OF CEEE-T COMMON AND PREFERRED SHARES
--

CORPORATE NAME OF THE TENDERER OR CONSORTIUM BUSINESS NAME, INDICATING ITS MEMBERS AND RESPECTIVE LEADER AND ACCREDITED BROKER
NAME, TELEPHONE AND E-MAIL OF THE TENDERER AND BROKER'S REPRESENTATIVES
VOLUME 1 – STATEMENTS, REPRESENTATION DOCUMENTS AND BID GUARANTEES”

2nd Volume:

“PUBLIC TENDER N° 01/2021 – DISPOSAL OF CEEE-T COMMON AND PREFERRED SHARES
CORPORATE NAME OF THE TENDERER OR CONSORTIUM BUSINESS NAME, INDICATING ITS MEMBERS AND RESPECTIVE LEADER AND ACCREDITED BROKER
NAME, TELEPHONE AND E-MAIL OF THE TENDERER AND BROKER'S REPRESENTATIVES
VOLUME 2 – ECONOMIC PROPOSAL”

3rd Volume:

“PUBLIC TENDER N° 01/2021 – DISPOSAL OF CEEE-T COMMON AND PREFERRED SHARES
CORPORATE NAME OF THE TENDERER OR CONSORTIUM BUSINESS NAME, INDICATING ITS MEMBERS AND RESPECTIVE LEADER AND ACCREDITED BROKER
NAME, TELEPHONE AND E-MAIL OF THE TENDERER AND BROKER'S REPRESENTATIVES
VOLUME 3 – CLEARANCE DOCUMENTS”

5.2 One of the Accredited Representatives shall initial the seal of each of the envelopes indicated in item 5.1, inserting next to its initials, by its own handwriting, the date and time of such submission.

5.3 Each of the copies of the volumes indicated in item 5.1 above must contain a closing term specifying the total number of pages of the respective copy.

Section II – Analysis of the Statements, Representation Documents and Bid Guarantee

5.4 The participation of Tenderers in the Public Tender shall be subject to a prior submission, in accordance with the requirements of the Public Notice, of the following documents:

5.4.1 statements, referred to in Section I of Chapter IV of the Public Notice;

5.4.2 representation documents, referred to in Section II of Chapter IV of the Public Notice;

5.4.3 Bid guarantee, under the conditions set forth in this Public Notice and in the B3 Public Tender's Procedures Manual; and

5.4.4 intermediation agreement between the Accredited Broker and the Tenderer, duly accompanied by the documents evidencing the powers of the signatories, according to the Template contained in B3 Public Tender's Procedures Manual.

5.5 B3 shall analyze the statements, representation documents and Bid Guarantees good standing, notifying the Bidding Commission of the outcome of such analysis. It will be up to the Bidding Commission to decide on the acceptability of such documents.

Section III – Tender's Public Session

5.6 The Tender's Public Session will begin with the opening of economic bids.

5.6.1 The economic bid that does not comply with the provisions of this Public Notice will be disqualified, especially if it:

- i) does not follow the template presented in Exhibit 4;
- ii) offers an amount less than Minimum Economic Amount in the amount of one billion six hundred and ninety-nine million one hundred and ninety-nine thousand six hundred and twenty Brazilian Reals and four cents (BRL \$ 1,699,199,620.04);
- iii) contains erasure, blurs, interlines or language that makes it impossible to understand the statement;
- iv) contains amendments, reservations or omissions; or
- v) submits itself to a condition the condition or term not foreseen in this Public Notice.

5.7 Once the envelopes are opened, the bids will be sorted in descending order, by means of an identification of the respective Tenderer(s) and disclosure of the bid amount.

5.8 A live bidding stage will be carried out by speakerphone between the Tenderer which submits the best bid to the single batch of common and preferred shares to be offered at the Public Tender, with two (2) decimal places, together with the other Tenderer(s) who have bid an amount equal to or greater than eighty percent (80%) of the highest bid.

5.8.1 If there are no three (3) bids selected on the basis of the previous item, the Tenderers who have offered the largest bids, at a maximum number of three (3), will be classified for the live speakerphone bidding stage.

5.9 There will be no live speakerphone bidding stage if only one Tenderer joins the Tender's Public Session.

5.10 The Session's Chair can set a maximum time between live bids.

5.11 Each bid must exceed the amount offered up to the moment in question, considering that the bid shall:

5.11.1 respect the minimum interval between bids, which shall be determined by the Session Chair and shall be based on the last amount bid by the Tenderer itself;

5.11.2 change the Tenderer's classification in the provisional outcome of the Public Tender; and

5.11.3 not be less than or equal to the bid of another Tenderer, with intermediate bids being forbidden.

5.12 If no Tenderer voices an intention within the deadline set by the Session Chairman for the offering of new bids, the Bidder who has offered the best bid so far will be declared the winner of the Public Tender.

5.13 If there are no bids in the live speakerphone stage, the holder of the highest economic bid will be declared the winner.

5.13.1 If two (2) or more Tenderers submit Economic Bids of an equal amount, considering the two (2) decimal places, and there was no bid in the live bidding by speakerphone stage, the tiebreaker criterion will be drawn by the Session Chair, on behalf of the Bidding Commission, with the first Tenderer being drawn the best ranked.

5.14 After the end of the Public Tender's live stage, the Tenderers shall ratify their bids by submitting a letter in accordance with the template contained in Exhibit 7 – Template of Bid Ratification.

5.14.1. Bid ratification can be done electronically on the business day following the Tender's Public Session, by electronic correspondence sent, mandatorily, to the following addresses privatizacoes@sema.rs.gov.br and leiloes@b3.com.br.

5.14.2. Ratification shall be permitted only in accordance with item 5.14.1 by means of the submission of an electronically executed document pursuant to the terms of item 4.3.2.

5.15 The Bidding Commission shall release the result of the Tender's Public Session and proceed to the opening of the clearance envelope of the first-ranked Tenderer, an act to be carried out immediately after the ranking of all bids.

Section IV – Analysis of Clearance Documents

5.16 The Bidding Commission shall open the volume containing the Clearance Documents only of the Tenderer who has been best ranked at the Tender's Public Session.

5.17 Any delivery failures or formal defects in the documents may be remedied, at the discretion of the Bidding Commission, pursuant to the terms of item 2.3.1 of this Public Notice.

5.18 The Bidding Commission may undertake actions deemed necessary to clarify information contained in the Clearance Documents.

5.19 The Tenderer which submits Clearance Documents in disagreement with the requirements of this Public Notice and its Exhibits will not be cleared to continue on the bid.

5.20 If the Tenderer ranked in first place in the Public Session is not cleared, the Bidding Commission shall open the volume containing the Clearance Documents of the Tenderer ranked in second place, and so on and so forth, until a Tenderer is considered cleared, subject to the bids' ranking order set out in the Tender's Public Session.

5.21 In the event the winning Tenderer is not cleared, the ranked Tenderer that has offered the second-best Economic Bid shall be declared the winner, whose bid shall be taken into account for all purposes, including the one foreseen in item 5.24.

5.22 If there is a refusal to sign the Agreement within the deadline and under the established conditions or if any of the prior requirements to its signature are not met, the Bidding Commission may call the remaining Tenderers, pursuant to the same terms of item 5.21 above, or annul the bid totally or partially, without prejudice to the applicable administrative and civil sanctions.

5.23 The Bidding Committee shall complete the examination of the Clearance Documents within seven (7) business days after the Tender's Public Session, disclosing the preliminary result of the Public Tender.

5.24 The final result of the Public Tender will be published, as the case may be, after the judgment of any challenges, the lapse of the challenges' deadline, or the Tenderer's waiver of its right to challenge the preliminary result.

5.25 If the Tenderer which has been declared the winner has participated as a Consortium, it will be necessary to deliver documents proving the effective set up of the Consortium to the Bidding Commission within fifteen (15) business days after the disclosure of the Public Tender's final result.

Section V – General Instructions for the Filing of Administrative Challenges

5.26 Any challenge which may be filed by Tenderers in view of the preliminary result of the Tender's Public Session may deal with: (i) the ranking of the bids and the content of volumes 2 submitted; and (ii) the joint examination of the documents contained in Volume 1 and of the clearance of the Tenderers, as submitted in Volume 3.

5.26.1 Upon publication of the preliminary result referred to in the chapeau, interested parties may have access to the files, which shall be requested through the following electronic address: privatizacoes@sema.rs.gov.br.

5.27 The challenges referred to in this section shall be made within five (5) business days counted from the publication of the respective decision in the Official Gazette of the State of Rio Grande do Sul.

5.28 Tenderers may waive the right to challenge during the lapse of the challenge period, by means of a petition addressed to the Bidding Commission and attached to the records of the casefile of bidding administrative procedure.

5.29 Challenges filed to question the decision adopted within the scope of this bidding procedure will be initially analyzed by the Bidding Commission, which, when analyzing the grounds of the challenge, shall: (i) uphold the challenged decision, in which case it will determine the forwarding of the records of the bidding procedure to the State of Rio Grande do Sul Secretariat of Environment and Infrastructure, the highest and last resort authority to decide on the matter within five (5) business days; or (ii) reconsider the decision, within five (5) business days, in which case it will not be necessary to forward the challenge to the State of Rio Grande do Sul Secretariat for the Environment and Infrastructure.

5.30 If challenges are filed against Tenderers' clearance or the Preliminary result of the Tender's Public Session, a new schedule will be released by the Bidding Committee, respecting all legal deadlines in the setting of a new date.

5.31 The result of the challenges' decision that may be filed will be published in the Official Gazette of the State of Rio Grande do Sul and, on the website, <http://www.sema.rs.gov.br/privatizacoes>.

Section VI – Submission of documents to CADE, ANEEL and the Bidding Commission, Public Offer for the Acquisition to other CEEE-T shareholders and Payments to BNDES

5.32 Up to fifteen (15) business days after the disclosure of the final result of the Public Tender, the Successful Tenderer shall submit to:

- i) CADE, pursuant to Law No 12,529/11 and to CADE's Internal Regulations (CADE Resolution No 1/12), all information and documents necessary for the filing of an Administrative Proceeding for the Analysis of a Monopolistic Act, as defined by CADE Resolution No 2/12, together with proof of the collection of the procedural fee provided for in Article 23 of Law No 12,529/11;
- ii) ANEEL, pursuant to the terms of Normative Resolution No 484/12, all information and documents necessary to analyze CEEE-T transfer of corporate control; and
- iii) Bidding Commission the documents evidencing the effective set up of the Consortium, if the declared winner Tenderer has opted to participate under such form.

5.33 In addition to the obligations contained in item 5.32, the Buyer shall request to CVM, within thirty (30) days counted from the execution of the Agreement to registration of the Public Offer for the Acquisition of shares held by CEEE-T other shareholders, in accordance with Article 254-A et seq. of the Law of Corporations, of CVM Rule No. 361 and of the Agreement.

5.33.1 Without in any way limiting any rights of CEEE-Par, including the right to file suits aiming at the specific performance of the obligation in the event that the Successful Tenderer does not carry out the Public Offer for the Acquisition described in item 5.33, CEEE-Par may, at its sole discretion, terminate the Agreement in its own right by sending a written notice to the Successful Tenderer.

5.33.2 In the event that the Successful Tenderer carries out the Public Offer for the Acquisition due to a court order, in a suit filed by CEEE-Par, CEEE-Par is authorized to promote the enforcement of the Bid Guarantee, without prejudice to the application of penalties listed in item 7.1 of this Public Notice.

5.33.3 In the event of termination of the Agreement due to the Successful Tenderer failure to carry out the Public Offer for the Acquisition within the legal deadline, the Successful Tenderer shall be subject to the penalties described in item 7.1 of this Public Notice, in addition to the payment of a punitive fine in the amount of one hundred and sixty-nine million, nine hundred and nineteen thousand, nine hundred and sixty-two Brazilian Reals (BRL \$ 169,919,962), corresponding to ten percent (10%) of the Minimum

Economic Amount, as well as an indemnification to the State for the losses and damages proven to have been caused.

5.34 If the Successful Tenderer does not submit said documents within the deadline set out in item 5.32 above, the second ranked in the Public Tender shall be notified by the Bidding Commission to do so, if it so wishes, within five (5) business days following receipt of the notification, without prejudice to the enforcement of the Bid Guarantee of the Public Tender's original winner.

5.35 If the same occurs with the second ranked in the Public Tender, the third ranked shall be notified by the Bidding Commission to do so, if it so wishes, within five (5) business days following receipt of the notification, and so on and so forth.

5.36 In the cases provided for in items 5.34 and 5.35 above, the provisions of sections IV and V of this Public Notice's Chapter shall be applied, in which case a new schedule may be released by the Bidding Commission, without prejudice to the enforcement of the Bid Guarantee of the Public Tender's original winner.

5.37 Tenderers summoned pursuant to the terms of the preceding items shall have the Public Tender's Object adjudicated as per technical and economic conditions offered by them.

5.38 As a condition precedent to the execution of the Agreement, Buyer shall also: (i) to pay to BNDES, pursuant to the terms of the agreement entered into by and between BNDES and the State, the amount of one million, one hundred and fifty thousand Brazilian Reals (BRL \$ 1,150,000) or a percentage corresponding to two tenths per cent (0.2%) of the Agreement's value, if the latter exceeds the fixed amount indicated in this item; (ii) pay B3, upon settlement, in accordance with the agreement entered into by and between B3 and the State, the amount of seven hundred sixty eight thousand, one hundred and ninety-one Brazilian Reals and seventy-nine cents (BRL \$ 768,191.79), with a base date of December 2020, subject to monetary restatement based on IPCA variation after a lapse of time of one (1) year counted from said base date, related to the preparation and carrying out of the bidding process, plus an amount corresponding to thirty-five thousandths per cent (0.035%) of the amount to be settled within the Public Tender Settlement, as an asset distribution fee.

5.38.1 The payment referred to in this item 5.38 (i), concerning the BNDES' remuneration, shall be made within fifteen (15) days counted from the Public Tender's Adjudication.

5.39 Buyer shall be responsible for the reimbursement of all costs incurred by BNDES, in the amount of two million five hundred and twenty-five thousand five hundred

Brazilian Reals (BRL \$ 2,525,500.00), which, together with the figures provided for in item 5.38 above, shall be paid to BNDES within item 5.38.1 deadline.

5.40 The amounts due to BNDES foreseen in items 5.38 and 5.39 above shall be restated by IPCA, or another index that comes to replace it, having as its base date the execution date of the Agreement between the BNDES and the State.

Section VII – Confirmation and Adjudication of the Public Tender’s Object

5.41 The bid result will be forwarded for the confirmation and adjudication of its object within seven (7) business days after the disclosure of the Public Tender’s final result.

Section VIII – Public Tender Settlement

5.42 Subject to the provisions of Section XIV below, the Public Tender Settlement will be subject to CADE’s approval, where applicable, and ANEEL prior approval regarding CEEE-T transfer of corporate control.

5.43 At the same time of the Public Tender Settlement, B3 shall confirm the receipt of the payment of the amount pertaining to the Success Fee and the Assets Distribution Fee, as defined and pursuant to the terms of the provisions of B3 Manual of the Public Tender’s Procedures.

5.44 In the event of refusal or lack of full payment by the Successful Tenderer(s), including with regards to the Public Offer for the Acquisition, to render the Public Tender Settlement unfeasible, the calling of the Tenderer(s) ranked second may take place, without prejudice to the enforcement of the Bid Guarantee and the imposition of applicable penalties.

5.45 The Public Tender Settlement shall take place prior to the execution of the Agreement by the Public Tender’s Successful Tenderer(s), on the date indicated in the Schedule foreseen in Section XVI.

5.46 B3 will operationalize the Public Tender Settlement in the manner described in the B3 Manual of the Public Tender’s Procedures.

5.47 For the operationalization of the Settlement by B3, Seller shall have deposited the shares object of the Public Tender at B3 Depositary Central.

5.48 In the case of a Consortium, the Public Tender Settlement will be carried out on behalf of the consortium members, in proportion to the company's interest

participation in the Consortium, provided that the combined payments allow for the Public Tender Settlement.

5.49 In the event that the payment due is not made, whether in whole or in part, even if due to the default of a single member of the Consortium, the Public Tender Settlement will not be carried out and the Consortium will be disqualified, and the Bid Guarantee will be enforced in the manner foreseen by item 4.34 hereof.

Section IX – Disposal Formalization

5.50 The effective disposal of shares is subject to the provisions of this Public Notice and, in the following order, of the following events:

- a) prior approval by CADE, when applicable, and prior consent by ANEEL regarding the transfer of CEEE-T corporate control, according to ANEEL Normative Resolution No. 484/12;
- b) the full payment by the Successful Tenderer of the remuneration due to B3, according to item 5.38(ii) of this Public Notice, and of the remuneration and reimbursement due to BNDES, according to items 5.38(i) and 5.39 of this Public Notice; and jointly;
- c) Full and timely settlement of the Public Tender by the Successful Tenderer, including the payment of the Public Offer of the Acquisition, including the transfer by B3 of the Public Tender's Object to the custody account of the Public Tender's Winner and the execution of the Agreement.

Section X – Replacement of CEEE-T Financing Guarantors

5.51 Between the publication of the Public Tender's result and its Settlement, the Successful Tenderer shall collect the relevant documentation and shall pursue, with CEEE-T, CEEE-Par and the State cooperation, negotiations with creditors and guarantors to (i) replace CEEE-Par and, where applicable, the State, in financing arrangements and other financial or non-financial obligations of CEEE-T, in which CEEE-Par or the State are guarantors, aval guarantor, co-obligated, jointly and severally, and / or provide any other form of financial guarantee to CEEE-T to the benefit of third parties, seeking to replace and release CEEE-Par and the State of such obligations as soon as possible after the execution of the Agreement, as well as (ii) obtain any prior agreement necessary for the transfer of CEEE-T corporate control to the Successful Tenderer.

5.51.1 In view of the fact that the AFD Financing Agreement provides for the early maturity of the debt in the event of a change of corporate control of the financing contractor, which will invariably occur after the Public Tender Settlement, as a condition

precedent to such Settlement, CEEE-Par and the State shall seek the waiver of this provision of the early maturity of the debt.

5.51.1.1 If the waiver referred to in item 5.51.1 is not granted by AFD until the Public Tender Settlement date, the Successful Tenderer may, at its sole discretion, settle the entire debt contracted by CEEE-T pursuant to the terms of the AFD Financing Agreement, in order to enable the Public Tender Settlement. In that case, the Successful Tenderer shall make such payment on its own account, in the name and to the benefit of CEEE-T, against general and unrestricted discharge of CEEE-T and the respective guarantors, without, however, any consideration or obligation to refund, by CEEE-Par or by the State, the amounts disbursed by the Successful Tenderer as established herein.

5.51.2 Through SEI Official Letter No. 253742/2020/ME, of October 19, 2020, the Federal Government, through the National Treasury Secretariat, linked to the Ministry of Economy, committed itself before the State to maintain, after the Public Tender's Settlement, the Federal Government's Guarantees.

5.51.3 Without prejudice to the provisions of item 5.51.2 above, within a period of twelve (12) months from the Public Tender Settlement date, the Successful Tenderer shall discharge, or cause CEEE-T to discharge, the full amount of the debts contracted pursuant to the terms of the Financing Agreements.

5.51.4 For the purposes of keeping the Federal Government's Guarantees, the State shall maintain the State Counter-guarantees for the same period as the Federal Government maintains its Guarantees.

5.51.5 As a guarantee to the State's Counter-guarantees, the Successful Tenderer shall submit, to the State's benefit, at least thirty (30) days prior to the Public Tender Settlement date, a cash guarantee, insurance bond or bank guarantee, issued by a bank with a "A" or "B" rating, within the investment grade category on the long-term rating scale at one of the rating agencies: Fitch Ratings, Moody's or Standard & Poor's: (i) in an amount equivalent to the total amount of the outstanding debt of the Financing Agreements, considering applicable interest and monetary restatement, as the case may be; and (ii) with a term that exceeds in six (6) months the deadline for full settlement of the Financing Agreements, as provided for in item 5.51.3 above.

5.51.6 If the Successful Tenderer does not discharge, or does not make CEEE-T to discharge, the Financing Agreements within the period set forth in item 5.51.3 above, the State shall enforce the guarantees pledged pursuant to the terms of item 5.51.5 above and will apply the amounts received in the full discharge of such debts.

Section XI – Treatment of Liabilities pertaining to Ex-servants

5.52 As a condition precedent to the Public Tender Settlement, the State shall undertake, subject to the terms and procedures set forth in State Law No. 14,467/14, the liabilities to pay the earnings of the Ex-servants and of their beneficiaries and other liabilities provided for in State Decree No. 55,622/20, originally under the responsibility of CEEE-T, excluding, for clarification purposes, any liabilities arising from lawsuits that are currently in progress (subject to the terms of item 6.6.1 below), receiving as consideration assets and rights held by CEEE-T.

5.52.1 After the Public Tender Settlement and the effective transfer of CEEE-T corporate control, the Successful Tenderer agrees to take, and cause CEEE-T to take, necessary and sufficient measures to the operationalization of the transfer of liabilities and for the conclusion of the necessary registrations necessary to the transfer to the State of assets and rights referred to in State Decree No. 55,622/20, in particular those referred to in article 4 and article 8, paragraph 3.

Section XII - CEEE-T Governance

5.53 CEEE-Par undertakes to take the measures, within its responsibilities as CEEE-T controlling shareholder, to make CEEE-T:

5.53.1 From the publication of this Public Notice, up to fifteen (15) calendar days prior to the date of the Public Tender:

i) refrain from entering into any contractual instrument (including amendments to existing contracts, or any other similar document) whereby: (i) CEEE-T undertakes liabilities having a maturity exceeding twelve (12) months; or even (ii) in amounts that are twenty percent (20%) higher than those carried out in the previous twelve (12) months, without, in both cases, there being the express approval of the absolute majority of CEEE-T Board of Directors, in specific cases for which there has been established the express the competence of CEEE-T Board of Directors; or of the absolute majority of CEEE-T Directors in all other cases;

ii) refrain from disposing or carrying out any other form of assets transfer that, cumulatively, exceeds in one percent (1%) CEEE-T corporate capital, except (i) in the cases of transactions expressly foreseen in this Public Notice; (ii) specifically in the case of the land located at Rua Washington Luiz, No. 215, Porto Alegre/RS, duly registered under No. 55.052, of Book No. 2 of the General Registry of Porto Alegre 5th Zone, where it is best described and characterized, having a total area of 10,731.09m²; and (iii) for payments resulting from the ordinary dividend distribution resolved within the scope of the CEEE-T Annual General Meeting held on April 30, 2021, subject to the provisions of item 5.53.3 below; and (iv) the extraordinary distribution of dividends to be carried out

pursuant to the terms set in item 5.53.3 below; and

iii) within three (3) business days from the date on which the applicable instrument becomes payable, whether by means of its signature or any other means, add to the Data Room any and all contracts, amendments or terms of accounts and discharge, as applicable, that have been signed by CEEE-T during this period, and whether or not it has been the object of the approvals required above.

5.53.2 During the period from the end of the term described in item 5.53.1 above to the effective Public Tender's Settlement:

i) for the case of item "i" of item 5.53.1 above, the limitations come to be six (6) months and ten percent (10%), respectively, for subitems "(i)" and "(ii)";

ii) for the case of item "ii" of item 5.53.1 above, the limitations are reduced to five tenths per cent (0.5%) of CEEE-T equity, again making an exception to cases of transactions clearly foreseen in this Public Notice;

iii) any and all contract or amendment, as the case may be, that has been entered into by CEEE-T during this period, whether or not it has been the object of the approvals required above, shall be added to the Data Room within three (3) business days of the date on which it became enforceable, or, if the Public Tender has already taken place and the Data Room is no longer available, by and immediate notification to the Public Tender's winner, by the means and at the address listed for such purposes.

5.53.3 Between the publication of the Public Notice and effective Public Tender Settlement, CEEE-T shall make ordinary and extraordinary distributions of dividends to its shareholders in amounts sufficient to ensure that the amount received by CEEE-Par as dividends is that necessary for the fulfillment by CEEE-Par of its obligation to repay the State of Rio Grande do Sul of the amounts relating to the transfer of the Ex-servants of CEEE-D, undertaken within the scope of the Private Instrument for the Assumption of Debt Payment Obligations and Other Covenants.

5.53.3.1 The ordinary and extraordinary distributions of dividends described in this item 5.53.3 shall be carried out so that CEEE-T shareholders have the option of receiving the amounts owed to them in cash or by a transfer of ownership of a CAENMF ideal fraction. In both cases of distribution of dividends described in this item 5.53.3, CEEE-Par shall opt for the receipt of the dividends to which it is entitled through the transfer of ownership of CAENMF ideal fraction, up to the limit of said property value, being certain that any remaining amounts will be paid to CEEE-Par in cash, pursuant to the same terms and conditions applicable to other CEEE-T shareholders.

5.53.3.2 For clarification purposes, in view of CEEE-Par's obligation to receive dividends through the transfer of ownership of CAENMF's ideal fraction up to the limit of said property value, the effect of the distribution of dividends referred to in this item 5.53.3 in CEEE-T's cash account will, in any case, be limited to the amount of ordinary dividend distribution approved within the scope of CEEE-T Ordinary General Meeting held on April 30, 2021, i.e. one hundred and thirty-eight million and five hundred and one thousand two hundred and fifty-four Brazilian Reals and fifty-seven cents (BRL \$ 138,501,254.57).

Section XIII – Disposal of FOTE and TSLE Shares

5.54 In accordance with the terms and conditions set forth in the Shareholders' Agreements and as reported by CEEE-T in Material Fact, disclosed on April 29, 2021, CGT Eletrosul has voiced its intention to exercise its preemptive rights in relation to FOTE and TSLE outstanding shares held by CEEE-T. Thus, if the transfer to CGT Eletrosul of the shares issued by FOTE and TSLE and held by CEEE-T is not completed prior to the Public Tender's Liquidation, the Successful Tenderer, after said Public Tender's Liquidation, shall ensure that CEEE-T takes any and all necessary measures to formalize such transfer and any acts arising from such transfer, including applicable formalities before FOTE and / or TSLE financing institutions.

5.55 In case any payment related to the transfer to CGT Eletrosul of FOTE and TSLE shares held by CEEE-T is made prior to the Public Tender's Settlement, the net proceeds from such payment shall be kept in a checking account held by CEEE-T until the occurrence of the Public Tender's Settlement.

5.56 For clarification purposes, the exercise of the preemptive right by CGT Eletrosul with respect to the shares issued by FOTE and TSLE and held by CEEE-T shall not give rise to any adjustment to the Minimum Economic Amount, to bids submitted by Tenderers within the scope of the Public Tender and / or the winning bid submitted by the Successful Tenderer.

Section XIV – Succession and Other Provisions

5.57 The obligations provided for in the Agreement shall be fully undertaken by any third party that will succeed the Successful Tenderer(s) as holder of the disposed shares, representing the CEEE-T corporate control, anytime and at whatever title, in the whole or in part.

5.58 The Successful Tenderer shall respond, jointly and severally and with an express, irrevocable and irreversible waiver of any benefit of privilege, with any third party that may succeed it as the holder of the disposed shares, representing the CEEE_T

corporate control, for the full and timely fulfillment of the liabilities arising out of the Agreement, for ten (10) years term counted from the execution of the Agreement.

5.59 The Successful Tenderer undertakes to directly insert or cause to have it inserted by CEEE-T, the bookkeeping agent of the shares issued by CEEE-T, or by any third party, in the margin of the registration records of the shares disposed, in the CEEE-T Registered Shares Registry and in the respective stock certificates, if issued, the notation that the disposed shares are subject to the provisions of the Agreement, for a ten (10) years term counting from the date of execution of the Agreement.

5.60 The Successful Tenderer shall expressly agree and authorize CEEE-T and / or any third party appointed by CEEE-T to carry out all acts and to execute all documents and instruments necessary for the effective transposition of the disposed shares registration to CEEE-T's Registry, granting to it, for such purpose, all necessary powers so that CEEE-T and / or any third party appointed by CEEE-T can redeem such shares from B3's Central Depository and register them in CEEE-T's corporate books, within a period of up to ten (10) business days, counted from the Public Tender's Settlement date.

Section XV – Pass on to Seller of the Amount Raised in the Public Tender for CEEE-T transfer of Corporate Control

5.61 B3, as the person responsible for the operationalization of the Public Tender Settlement, shall pass on to Seller the entire amount received by the Public Tender Settlement.

Section XVI – Schedule of Events

5.62 The development of the Public Tender's stages shall observe the order of events and the schedule listed in the table below, always taking into account for deadlines purposes business days.

5.63 The Bidding Commission shall be entitled to change the dates mentioned throughout this Public Notice and in the schedule below.

Date	Event
5/12/2021	Public Notice and Exhibits' Publication
5/13/2021	Opening of the term to challenge the Public Notice
5/13/2021	Opening of the term to request clarifications regarding the Public Notice
5/19/2021	Release of B3 Manual of the Public Tender's Procedures

6/11/2021	Deadline to request clarifications regarding the Public Notice
6/18/2021	Disclosure of the responses to the requested clarifications
6/18/2021	Deadline to challenge the Public Notice
6/23/2021	Closing of the Data Room
6/25/2021, from 9am to 12 noon	Delivery by Tenderers of the following volumes at B3: 1) Statements, Representation Documents and Bid Guarantee; 2) Economic Bid; and 3) Clearance Documents
6/28/2021	Disclosure of the result of Volume 1 Analysis
6/29/2021 at 11h	Opening of the Tender Public Session with the opening of Economic Bids, carrying out live bids through speakerphones and subsequent opening of the clearance envelope of the first-ranked Tenderer
7/08/2021	Disclosure of the minutes of volumes 2 and 3 examination and preliminary results of the Public Session and beginning of the term for eventual challenges against the preliminary results of the Public Session.
7/15/2021	Deadline for the filing of eventual challenges regarding the preliminary results of the Public Session
7/29/2021	Publication of the final results of the Tender's Public Session
8/09/2021	Confirmation of the Public Tender's final results and adjudication of its object
8/19/2021	Deadline for the submission of documents to CADE, ANEEL and delivery to the Bidding Commission by the Successful Tenderer of the Consortium's set up instrument
9/30/2021	Settlement of the Public Tender and execution of the Shares Purchase and Sale Agreement

5.64 Any changes to dates shall be disclosed on the website <http://www.sema.rs.gov.br/privatizacoes>.

CHAPTER VI – RIGHTS AND OBLIGATIONS

Section I – Seller’s Rights and obligations

6.1 Seller and the State, as well as any of its Indirect Administration entities, shall not be responsible, under any circumstances, or for any reason, for any CEEE-T’s supervenient liabilities or contingencies, whatever their nature may be, except for the assumption of debts referring to Ex-servants, as per State Law No. 14,467/14 and of State Decree No. 55,622/20.

6.2 The submission of a bid by the Tenderer presupposes unconditional acknowledgement and acceptance of Seller, the State and the Indirect Administration Entities’ no liability regarding passive or contingent supervenience, whether or not mentioned during the course of the proceeding, in the technical modeling studies and in this Public Notice.

6.3 CEEE-T is the holder of potential credit rights arising out of the CRC 2 Lawsuit. The Successful Tenderer shall ensure that CEEE-T uses its best efforts to preserve and defend the interests that are the subject matter of said lawsuit, adopting measures that it usually takes to defend its interests and rights, and allowing the follow-up of said lawsuits by Seller and the State, and also notifying them regarding the commencement of procedural deadlines, receipt of summons, notifications and other procedural acts and publications, and should do so, whenever possible, with at least five (5) days in advance.

6.3.1 In the event that there is a final decision favorable to CEEE-T in the context of the CRC 2 Lawsuit, the Successful Tenderer shall pay to the State the amount equivalent to the economic benefits earned by CEEE-T as a result of the said lawsuit, representing the proportion of CEEE-T’s participation interest purchased by the Successful Tenderer on the date of the Public Tender’s Settlement, less legal costs and attorneys’ fees that have been evidenced to be incurred by CEEE-T in the defense of its interests. For clarification purposes, said payment shall (a) include the net amounts actually received by CEEE-T, less court fees and counsel fees indicated above, and any taxes levied on such amounts; and (b) be carried out within thirty (30) days from the receipt of economic benefits by CEEE-T.

6.3.2 In the event that CEEE-T is defeated in the context of the CRC 2 Lawsuit, CEEE-T shall be responsible for fully bearing the effects of the judgment, which includes, without limitation, the court and attorney’s fees of the opposing party and the pecuniary conviction determined in compliance with the judgment made final and unappealable.

6.4 CEEE-T is the holder of potential credit rights arising out of the Fundação Lawsuit. The Successful Tenderer shall ensure that CEEE-T uses its best efforts to preserve and defend the interests that are the subject matter of Fundação Lawsuit,

adopting measures that it usually takes to defend its interests and rights, and allowing the follow-up of said lawsuits by Seller and the State, and also notifying them regarding the commencement of procedural deadlines, receipt of summons, notifications and other procedural acts and publications, and should do so, whenever possible, with at least five (5) days in advance.

6.4.1 In the event that there is a final decision favorable to CEEE-T in the context of the Fundação Lawsuit, the Successful Tenderer shall pay to the State the amount equivalent to the economic benefits earned by CEEE-T as a result of the said Fundação Lawsuit, representing (i) the proportion of CEEE-T's participation interest purchased by the Successful Tenderer on the date of the Public Tender's Settlement (ii) of the amounts owed to CEEE-T in the context of said Fundação Lawsuit relating to disbursements made by CEEE-T to the other party of said Fundação Lawsuit prior to the Public Tender's Settlement, less legal costs and attorneys' fees that have been evidenced to be incurred by CEEE-T in defending Seller's interests. For clarification purposes, said payment shall (1) include the net amounts actually received by CEEE-T, less court fees and counsel fees indicated above, and any taxes levied on such amounts; and (2) be carried out within thirty (30) days from the receipt of economic benefits by CEEE-T, subject to the provisions of item 6.4.2 below.

6.4.2 The payment(s) to be made to the State pursuant to the terms of item 6.4.1 above may be the subject matter of an installment plan to be negotiated between the State and the Successful Tenderer, subject to applicable legislation.

6.4.3 In the event that CEEE-T is defeated in the context of the Fundação Lawsuit, CEEE-T shall be responsible for fully bearing the effects of the judgment, which includes, without limitation, the court and attorney's fees of the opposing party and the pecuniary conviction determined in compliance with the judgment made final and unappealable.

6.5 TESB is the holder of potential credit rights arising out of the TESB Lawsuit. The Successful Tenderer shall ensure that CEEE-T causes TESB to use its best efforts to preserve and defend the interests that are the subject matter of said lawsuit, adopting measures that it usually takes to defend its interests and rights, and allowing the follow-up of said lawsuits by Seller and the State, and also notifying them regarding the commencement of procedural deadlines, receipt of summons, notifications and other procedural acts and publications, and should do so, whenever possible, with at least five (5) days in advance.

6.5.1 In the event that there is a final decision favorable to TESB in the context of the TESB Lawsuit, the Successful Tenderer shall pay to the State the amount equivalent to the economic benefits earned by TESB as a result of the said lawsuit, representing (i) the proportion of CEEE-T's participation interest purchased by the Successful Tenderer on the date of the Public Tender's Settlement; and (ii) subject to the participation

interest of CEEE-T on TESB, subtracting legal costs and attorneys' fees that have been evidenced to be incurred by TESB in the defense of its interests. For clarification purposes, said payment shall (a) include the net amounts actually received by TESB, less court fees and counsel fees indicated above, and any taxes levied on such amounts; and (b) be carried out within thirty (30) days from the receipt of economic benefits by TESB.

6.5.2 In the event that TESB is defeated in the context of the TESB Lawsuit, TESB shall be responsible for fully bearing the effects of the judgment, which includes, without limitation, the court and attorney's fees of the opposing party and the pecuniary conviction determined in compliance with the judgment made final and unappealable.

Section II – Buyer's Rights and obligations

6.6 After the Public Tender's Settlement and the effective transfer to the Successful Tenderer of the shares issued by CEEE-T, CEEE-T shall remain liable for any current legal liability arising out of claims filed by former Ex-servants, pursuant to the terms of State Decree No. 55,622/20.

6.6.1 In case new lawsuits are filed by Ex-servants after the transfer of the payment obligations of the respective proceeds to the State, pursuant to the terms of State Decree No. 55,622/20, the State shall become responsible for the judicial defense and for any liabilities.

6.7 Buyer undertakes the commitment to cause CEEE-T to comply with the terms and conditions of any Collective Labor Agreement entered into by it, including with regard to commitments to employee maintenance.

6.8 To enable the maintenance of CEEE-T's activities after the Public Tender's Settlement, CEEE-T and the State shall conclude an instrument by which the State will onerously assign the use of Real Estate, in compliance with applicable state legislation dealing with the use of real estates by individuals, for a minimum term of one (1) year counted from the Public Tender's Settlement date, based on market values ascertained from appraisal reports ratified by competent authorities, provided that such assignment may be terminated at any time by CEEE-T after the Public Tender's Settlement.

6.9 The Successful Tenderer shall use, over the same period of item 6.8 above, the facilities of the Centro Administrativo Engenheiro Noé de Mello Freitas, located at Av. Joaquim Porto Villanova, 201, bairro Jardim Carvalho, Porto Alegre, bearing with twenty-four whole and fifty hundredths per cent (24.50%) of the maintenance costs related to said property (without prejudice to the payment of monthly rent pursuant to the terms of item 6.8 above), CEEE-D and CEEE-G being responsible for the complementation, in proportion to their use of the property, including the proportional apportionment of the rent pursuant to the terms of item 6.8 above.

6.10 After the lapse of time of said instrument, the State and CEEE-T may negotiate the permanence of CEEE-T in the property described in item 6.9 above.

6.11 After Public Tender's Settlement and the effective transfer to the Successful Tenderer of the shares issued by CEEE-T, the Successful Tenderer shall cause CEEE-T to observe and comply with the provisions of the Private Instrument of Reciprocal Cooperation and Indemnification Obligation, entered into by and between CEEE-T and CEEE-G to cover mutual indemnity and cooperation rights and obligations related to judicial and administrative claims and certain liabilities after CEEE-GT's split.

6.12 After the Public Tender's Settlement and the effective transfer to the Successful Tenderer of the shares issued by CEEE-T, the Successful Tenderer shall cause CEEE-T to observe and comply with the provisions of the CIAG O&M Contract.

6.13 It is the responsibility of the Successful Tenderer to cause CEEE-T to maintain, in a shared manner with CEEE-D and CEEE-G, the operation of *Fundação Força e Luz*, ensuring the satisfactory functioning of the institution and the development of its activities, subject to the terms established in the constitutive documents of *Fundação Força e Luz*.

6.13.1 For the purposes of item 6.13 above, the following commitments shall be undertaken by CEEE-G, CEEE-D and CEEE-T for the maintenance of *Fundação Força e Luz*. (i) CEEE-D made a contribution to the benefit of *Fundação Força e Luz* through the donation of the Real Estate and Collections to the Foundation, in the total amount of thirteen million and one hundred and forty thousand nine hundred and eighty Brazilian Reals (BRL \$ 13,140,980.00); (ii) CEEE-T shall make, during the entire term of the Concession Agreement, in January of each year, annual contributions to the benefit of *Fundação Força e Luz* at a minimum amount of five hundred thousand Brazilian Reals (BRL \$ 500,000.00); and (iii) CEEE-G shall make, during the entire term of the Concession Agreement, in January of each year, annual contributions to the benefit of *Fundação Força e Luz* at a minimum amount of five hundred thousand Brazilian Reals (BRL \$ 500,000.00).

6.13.2 CEEE-D shall not make any additional contributions to *Fundação Força e Luz* until the contributions made by CEEE-T and CEEE-G, cumulatively, reach the amount of the CEEE-D initial contribution made in accordance with item 6.13.1 (i) above, provided that, upon the occurrence of such event, CEEE-D, CEEE-T and CEEE-G will contribute equally to the maintenance of *Fundação Força e Luz*.

6.13.3 The amounts listed in item 6.13.1 (i), (ii) and (iii) above shall be restated annually, always in January, by the IPCA variation.

CHAPTER VII – PENALTIES

7.1 The Tenderer or Successful Tenderer that, called up within the validity term of its Bid, does not execute the Agreement; fails to submit the documentation required in this Public Notice; submits false documentation; gives rise to the delays in the bidding; does not to keep the Bid valid; behaves inappropriately; carries out unlawful acts, among which those provided for in Section III, Article 89 et seq. of Law No 8,666/93, makes a false required or commit tax fraud, fails to carry out the Public Offer for the Acquisition within the legal deadline, shall be subject to, without prejudice to applicable civil and criminal penalties, the following sanctions to be applied by the State Secretary for the Environment and Infrastructure.

7.1.1 warning;

7.1.2 a fine, to be calculated in administrative proceedings, in which an adversarial and the broad defense shall be ensured, to be fixed at up to one percent (1%) of the Minimum Economic Amount, and there must be a proportion between the seriousness of the infraction and the amount of the fine;

7.1.3 temporary suspension of the right to contract or participate in bids for up to two (2) years.

7.2 Without prejudice to the application of the penalties provided for in item 7.1 and the possible enforcement of the Bid Guarantee, the Tenderer or Successful Tenderer may be declared disreputable to contract with the Public Administration for the duration of the determining reasons for the punishment or until the rehabilitation of the person sanctioned before the authority is promoted, in accordance with the provisions of Article 87, § 3, of Law 8,666/93.

7.3 If the damage caused exceeds the amount of the Bid Guarantee, due to its seriousness, the Tenderer or Successful Tenderer shall respond for the additional indemnity.

CHAPTER VIII - FINAL PROVISIONS

8.1 The Public Tender may only be annulled by the State of Rio Grande do Sul Secretary for the Environment and Infrastructure for reasons of public interest arising from a supervening fact duly evidenced, relevant and sufficient to justify such annulment.

8.2 The State Secretary for the Environment and Infrastructure, whether *ex-officio* or after being demanded by third parties, should cancel the Public Tender if there is any illegality that cannot be remedied.

8.3 The nullity of the Public Tender implies the nullity of the Agreement, generating no obligation to indemnify on Seller's or the State's part, except for the event provided for in Article 59, sole paragraph, of Law No 8,666/93.

8.4 The Tenderers are responsible for analyzing all data and information about the Public Tender, and they are responsible for bearing all the costs and expenses related to the measures that are necessary to prepare their Economic Bid, as well as to participate in the Public Tender.

8.5 The Tenderer is obliged to communicate to the State Secretary for the Environment and Infrastructure, at any time, any supervenient fact or circumstance that is an impediment to its clearance immediately after its occurrence.

8.6 The information and documents submitted by Tenderers in connection with this bid shall be treated with due confidentiality as stated in the legislation.

PUBLIC TENDER NOTICE No. 01/2021

EXHIBIT 1

SHARES PURCHASE AND SALE AGREEMENT AND OTHER COVENANTS

by and between

COMPANHIA ESTADUAL DE ENERGIA ELÉTRICA PARTICIPAÇÕES – CEEE-PAR
as Seller

and

[WINNER OF THE PUBLIC TENDER]
as Purchaser

and also,

COMPANHIA ESTADUAL DE TRANSMISSÃO DE ENERGIA ELÉTRICA – CEEE-T

and

STATE OF RIO GRANDE DO SUL
as Intervening Consenting

Dated as of
[•] [•], 2021

SHARE PURCHASE AND SALE AGREEMENT AND OTHER COVENANTS

This Share Purchase and Sale Agreement and Other Covenants ("**Agreement**") entered into by and between:

On the one hand, as a seller:

I. COMPANHIA ESTADUAL DE ENERGIA ELETRICA PARTICIPAÇÕES - CEEE-PAR, a quasi-public corporation, with headquarters in the City of Porto Alegre, State of Rio Grande do Sul, at Avenida Joaquim Porto Villanova, No. 201, Building A1, 7th floor, Room 720, Bairro Jardim Carvalho, ZIP 91410-400, enrolled before the Corporate Taxpayers' Number of the Ministry of Economy ("**CNPJ/ME**") under No. 08.420.472/0001-05, hereby represented by its legal representatives duly appointed in the manner provided for in its bylaws and identified on the respective signature page of this instrument ("**CEEE-PAR**" or "**Seller**");

And, on the other hand, as buyer:

II. [WINNER OF THE PUBLIC TENDER], [full characterization], hereby represented by its legal representatives duly appointed in the manner provided for in its acts of incorporation and identified on the respective signature page of this instrument ("**Buyer**");

Seller and buyer hereinafter individually referred to as the "**Party**" and, jointly as the "**Parties**";

And, also, as intervening consenting parties:

III. COMPANHIA ESTADUAL DE TRASMISSÃO DE ENERGIA ELETRICA - CEEE-T, a publicly-held corporation operating under a quasi-public legal regime, with headquarters in the City of Porto Alegre, State of Rio Grande do Sul, at Avenida Joaquim Porto Villanova, No. 201, Building A1, 7th floor, Room 721, Bairro Jardim Carvalho, ZIP 91410-400, enrolled before the CNPJ/ME under No. 92.715.812/0001- 31; hereby represented by its legal representatives duly appointed in the manner provided for in its bylaws and identified on the respective signature page of this instrument ("**CEEE-T**")and

IV. STATE OF RIO GRANDE DO SUL, legal person under domestic public law, hereby represented by [--], as identified on the respective signature page of this instrument ("**State**" and, together with CEEE-T, "**Intervening Consenting**").

WHEREAS:

- a) on July 02, 2019, the State of Rio Grande do Sul Legislature authorized the State of Rio Grande do Sul Executive Branch to promote privatization measures of the CEEE Group, pursuant to the provisions of State Law No. 15,298/19 ("**Privatization Process**");
- b) on August 16, 2019, the State hired BNDES to lead the Privatization Process, pursuant to the terms of the project structuring agreement no. 19.2.0519.1 / FPE N° 2019/000935;
- c) within the scope of the Privatization Process, Seller offered for sale a total of six million three hundred and eighty-one thousand and nine hundred and eight (6,381,908) shares, registered and with no face value, issued by CEEE-T and held by it, representing sixty-six integers and eight hundredths per cent (66.08%) of CEEE-T total equity, being (i) six million and three hundred and eighty thousand and eight hundred and twenty-one (6,380,821) common shares, representing approximately sixty-seven integers and twelve hundredths per cent (67.12%) of the common shares issued by CEEE-T, and (ii) one thousand and eighty-seven (1,087) preferred shares, representing approximately seventy-two hundredths per cent (0.72%) of all preferred shares issued by CEEE-T, through a public tender, in the form of the highest bid, held on [•], at B3 ("**Public Tender**"), according to Tender Public Notice No. 01/2021 ("**Public Notice**");
- d) Buyer, with a bid of BRL \$ [•] ([•]), has become the winner of the Public Tender, and, pursuant to the terms of the Public Notice, holds the right and the obligation to enter into this Agreement to become CEEE-T new majority and controlling shareholder, as well as to be bound by the provisions of this Agreement;
- e) Pursuant to applicable legislation, the acquisition by Buyer of CEEE-T controlling shares has been authorized by the Brazilian Antitrust Agency (*Conselho Administrativo de Defesa Econômica* - "**CADE**") on [•], as well as by the Electric Energy National Agency ("**ANEEL**") on [•];
- f) Seller will receive from the Buyer, due to the sale of all shares issued by CEEE-T and held by it, such shares purchase price from as set in the Public Tender, in the aggregate amount of BRL \$ [•] ([•]).

The Parties DELIBERATE, by mutual agreement, to enter into this Agreement, which shall be governed by the following terms and conditions:

CLÁUSULA 1. OBJECT, PRICE AND PAYMENT METHOD

1.1. Subject to the terms and conditions provided for in this Agreement, in an irrevocable and irreversible manner, Seller sells to the Buyer a single batch of six million, three hundred and eighty thousand, eight hundred and twenty-one (6,380,821) common shares and one thousand and eighty and seven (1,087) preferred shares, all registered and with no face value, held by Seller, duly paid in, representing sixty-six integers and eight hundredths percent (66.08%) of CEEE-T total equity ("**Disposed Shares**" and, each a "**Disposed Share**").

1.2. Seller is, on this date, the owner and legitimate holder of the Disposed shares, which are free and clear of any and all liens, encumbrances, rights and / or restrictions of any nature.

1.3. The purchase price of the Disposed Shares is BRL \$ [•] ([•]) ("**Sale Price**"), paid hereby by Buyer to Seller, in cash and in local currency, through the settlement procedure of the Public Tender operationalized by B3, which will take place through the issuance of messages in the Central Bank Reserves Transfer System (STR) to the Settlement Bank of the Accredited Broker which shall represent Buyer before B3, as specified in the B3 Manual of the Public Tender's Procedures, which, as the person responsible for the operationalization of the Public Tender's settlement will pass on to Seller the total Sales Price received from Buyer through the individual recording of the purchase in Buyer's custody account.

1.3.1. Upon payment of the Sale Price by Buyer, the totality of the Disposed Shares shall be duly transferred by B3 to Buyer's custody account, in accordance with the procedures provided for in the B3 Manual of the Public Tender's Procedures, subject to the provisions of Clause 2 of this Agreement with respect to the procedure for the transferring of the Shares, thus becoming the Buyer the holder of the Disposed Shares.

CLÁUSULA 2. TRANSFER OF SHARES

2.1. In this act, the Buyer expressly agrees and authorizes CEEE-T and / or any third party appointed by CEEE-T to carry out all acts and to execute all documents and instruments necessary for the effective transfer of Disposed Shares to Buyer, with regard to the bookkeeping of the transfer in CEEE-T's corporate books, granting them, for such purpose, all necessary powers so that CEEE-T and / or any third party appointed by CEEE-T can redeem such Shares from B3's Central Depository and register them in CEEE-T's corporate books, within a period of up to ten (10) business days, counted from the Public Tender's Settlement date, pursuant to the terms of Clause 1.3 above.

2.1.1. The Buyer undertakes to ensure that CEEE-T and / or the third party(ies) appointed by it comply with the provisions of Clause 2.1. above.

2.2. Once redeemed from B3's Depository Central, the Disposed Shares will be registered only in CEEE-T's corporate books, which shall include all required notes as the result of such transfer, pursuant to the terms of Clause 5.3. below.

2.3. Without prejudice to the other provisions of the Public Notice, the effective transfer to the Buyer of the Disposed Shares is also conditioned to:

- (a) The publication by CADE of the certificate that states that the decision approving the transaction without restrictions has become final and unappealable;
- (b) ANEEL's consent to the transfer of the Disposed Shares to Buyer;
- (c) The financial settlement of the Public Tender's Selling Price; and
- (d) The execution by Buyer of the Statement of Consent required by clause 3.1 (vii) of the B3 Corporate Governance Level 1 Listing Regulation.

CLÁUSULA 3. RESPONSIBILITY FOR OVERSTATED ASSETS, UNDERSTATED LIABILITIES AND CONTINGENCIES

3.1. Except as provided for in clauses 3.2 and 3.3 below, seller shall not respond to, in any event and under no circumstance, in whole or in part, respond individually, jointly and severally, any CEEE-T's overstated assets, understated liabilities or contingencies of any nature, whether or not they have been mentioned and / or identified during the due diligence process conducted in CEEE-T by consultants hired by BNDES, be them provisioned or not in CEEE-T's financial statements, whether or not they are mentioned in the Public Notice and its Exhibits, in reports prepared by consultants hired by BNDES or by subcontractors of such consultants and / or any other material made available by CEEE-T and / or Seller, including documents made available for Buyer's evaluation purposes in the Information Room (Data Room), neither by the sufficiency and / or completeness of any of said information. Without prejudice to the generality of the provisions of this clause, Seller shall not be liable, in any event and under no circumstance, in whole or in part, individually, jointly and/or severally, for any direct or indirect damages and loss of profits, including, without limitation, before Buyer.

3.1.1. Pursuant to the terms of the Public Notice and the State Decree No. 55,622/20, CEEE-T shall remain responsible for current judicial liabilities arising from claims filed by Ex-servants.

3.2. Buyer represents that (i) it has sufficient finance and business knowledge to assess the content and risks arising out of and / or related to the purchase of the Disposed Shares and that it is capable of undertaking such risks, and (ii) it had broad

access to information it deemed necessary and sufficient for the decision to purchase the Disposed Shares.

3.3. In the same sense, Buyer acknowledges the exemption from liability of BNDES, the State and any third parties hired by them in the context of the Privatization Process for any of the situations listed in clause 3.1. above, hereby expressly and unequivocally waiving eventual right to claim indemnity and / or reparation for any direct or indirect damages and lost profits.

3.4. In the event that Buyer receives any notice, notification, whether judicial or extrajudicial, relating to any obligation that belonged to CEEE-T, it shall immediately notify Seller so that it can take appropriate measures, as applicable.

3.4.1. In the event that Buyer does not notify Seller in a timely manner so that Seller can take appropriate measures, Buyer shall bear any, and all damages caused to Seller as a result of such delay, without prejudice to the other penalties provided for in this Agreement.

CLÁUSULA 4. BUYER'S OBLIGATIONS

4.1. Without prejudice to other obligations of Buyer provided for in this Agreement, Buyer and its eventual successors and assignees, in any capacity, including as a result of any corporate reorganization or subsequent transfer and assignment to third parties of the Disposed Shares, shall be jointly, severally, irrevocably and irreversibly bound, with express waiver of any benefit of privilege, to comply with the following obligations, becoming obliged to exercise, if necessary, its right to vote at CEEE-T's General Meetings in order to:

(i) enforce all provisions of the Concession Agreements, in addition to making available to ANEEL, within the legal deadline, all necessary documents and to execute all due amendments to the Concession Agreements as a result of the change in CEEE-T's corporate control, in full compliance with the provisions of Section VI of Chapter V of the Public Notice, as well as any other modifications made to CEEE-T's structure on the Buyer's part, pursuant to the terms of the Concession Agreements and applicable laws and regulations in force;

(ii) comply fully and in a timely manner, regardless of the provisions of the Concession Agreements, with the legislation and regulations applicable to CEEE-T business sector, including any and all ANEEL regulations and of other public administration's entities, as applicable to CEEE-T;

(iii) comply with the request for documents or with the request for any information pertaining to CEEE-T that may be carried out by any governmental authority, as well as

allow servants, agents, public employees appointed by any governmental body to have unrestricted access to books and documents related to the period prior to the Disposed Shared date of transfer. Buyer undertakes to keep and retain such documentation for a minimum term of ten (10) years, counted the date hereof, or a longer period, if required by applicable legislation and / or regulation;

(iv) maintain its documental acquis in accordance with relevant legislation in force, undertaking to consult the *Centro de Memória da Eletricidade no Brasil - Memória da Eletricidade*, before destroying any document related to the Brazilian electricity sector;

(v) except for the provisions of items 5.51.1 to 5.51.6 of the Public Notice, within a term of up to sixty (60) days counted from the date of execution of this Agreement, replace and / or cause to be replaced Seller's and / or its parent companies' data in CEEE-t's financing agreements and other obligations, financial or not, in which Seller and/or its parent companies still appear as guarantor(s), aval guarantor(s), co-obligor(s), jointly or subsidiarily, and / or provide any other form of guarantee or financial support to CEEE-T to the benefit of third parties;

(vi) except for the provisions of items 5.51.1 to 5.51.6 of the Public Notice, in cases where the respective creditors or beneficiary contractual counterparties (jointly, the "**Counterparties**") do not agree with the substitution mentioned in the previous item, which shall be evidenced by Buyer through the submission to Seller of the notifications sent to the respective creditors or Counterparties, as well as copies of all communications maintained between the parties, or in case any of the guarantees posted to CEEE-T by Seller to the benefit of third parties are foreclosed by any Counterparties, either in whole or in part, before the term referred to in the preceding paragraph, Buyer, without prejudice to the obligation to continue posting new guarantees and / or alternatives for credit reinforcement to such creditors or Counterparties in an attempt to comply with the obligation mentioned in the preceding item in a full and timely manner, it shall (a) pay monthly to Seller, on the 5th business day of each month, as a consideration for the guarantee or the financial support provided by Seller in such contracts and pending their full replacement by Buyer, the amount of one percent (1%) per month of the total amount guaranteed by Seller pursuant to the terms of each respective contract and related instruments and, (b) offer a counter-guarantee to Seller, with same terms, amounts and conditions of said guarantee, and Seller may accept the counter-guarantee, at its sole discretion, being certain that, if the counter-guarantee is not accepted, Buyer shall, within thirty (30) days, submit new counter-guarantees which fully meet the terms, amounts and conditions as the guarantee provided by Seller as a replacement of the posted bank guarantee;

(vii) except for the provisions of items 5.51.1 to 5.51.6 of the Public Notice, in cases where it is not possible, within one hundred and eighty (180) days from the date of

execution of this Agreement, to replace and / or cause Seller to be replaced in CEEE-t's financing agreements and other obligations, whether financial or not, in which Seller has posted a bank guarantee, is co-liable and / or posts any other form of guarantee or financial support, in accordance with subparagraph (vi) above, Buyer shall, within thirty (30) days, make or cause CEEE-T to make the full early payment of the said agreement and / or to terminate it pursuant to the terms laid out in such agreements, without any burden arising to Seller thereof, thereby releasing the guarantee or financial support provided by Seller;

(viii) maintain CEEE-T's technical training, so that the provisions of the legislation applicable to concession services are always observed;

(ix) maintain, at all times, CEEE-T's head office and a center for the operation of the system and for transmission facilities within its concession area;

(x) provide the required amendments to CEEE-T's bylaws that may be necessary to fulfill the obligations and requirements foreseen in the Public Notice and to adapt CEEE-T to its new status as a private company;

(xi) comply with all obligations attributable to Buyer (and therefore all obligations attributable to the Successful Tenderer(s) pursuant to the terms of the Public Notice), including, without limitation, those laid down in Chapter VI - Public Notice's Rights and Obligations;

(xii) file before CVM, pursuant to the terms and within the deadlines of applicable legislation, the registration of the Public Offer for the Acquisition of the shares held by other CEEE-T's shareholders, pursuant to the terms of Article 254-A et seq. of the Law of Corporations, and CVM Rule No. 361, at a price at least equal to eighty percent (80%) of the Sales Price, duly restated, divided by the number of shares purchased ("**Public Offer for the Acquisition**"). In the event of termination of the Agreement due to the Public Offer for the Acquisition not taking place within the legal deadline, the Buyer shall be subject to the penalties described in item 7.1 of the Public Notice, in addition to the payment of a punitive fine in the amount of one hundred and sixty-nine million, nine hundred and nineteen thousand, nine hundred and sixty-two Brazilian Reals (BRL \$ 169,919,962), corresponding to ten percent (10%) of the Minimum Economic Amount (as defined in the Public Notice), as well as an indemnification to the State for the losses and damages proven to have been caused; and

4.1.2. Without in any way limiting any rights of Seller, including the right to file suit aiming at the specific performance of the obligation or the payment of an additional compensation, in the event that Buyer does not make the Public Offer for the Acquisition in such a way that Seller, in compliance with a judicial or administrative decision, become obliged to terminate, *de jure*, the Agreement, Seller shall notify the institution

that is the depository of the shares issued by CEEE-T so that all shares sold are returned to Seller, who may forthwith exercise the rights, prerogatives and advantages inherent to those Disposed Shares, also being imposed on Buyer, a punitive fine of one hundred sixty-nine million and nine hundred and nineteen thousand and nine hundred and sixty-two Brazilian Reals (BRL \$ 169,919,962.00), to be paid to Seller within three (3) business days, counted from the final term for the occurrence of the Public Offer for the Acquisition pursuant to terms of applicable legislation.

4.2. Buyer shall also undertake to use its best efforts so that CEEE-T comes to request and obtain all necessary environmental licenses, authorizations and permissions from competent environmental authorities.

4.3. The obligations contained in Clauses 4.1 and 4.2 may not be raised: (i) to claim tariff compensation on the pretext of maintaining the economic-financial balance of the provision of services provided by CEEE-T; or (ii) to justify possible non-compliance with the Concession Agreements and / or with the legislation and regulations pertaining to the sector in which CEEE-T operates.

CLÁUSULA 5. SUCCESSION AND VALIDITY OF THE AGREEMENT

5.1. The Parties hereby agree that, in the event of sale, exchange, replacement, transfer, assignment, conference to the capital, institution of a trust or usufruct, or any other form of disposal, direct or indirect, free of charge or against a consideration, even if resulting from spin-off, merger, incorporation into, dissolution or liquidation, change of business, or any other legal transaction that results in the direct or indirect transfer of ownership of the Disposed Shares or the number of shares held by Buyer which results in the transfer CEEE-T's corporate control during the period set out in clause 5.2 below, in any capacity, in whole or in part, the obligations set forth in this Agreement shall survive, being fully undertaken by the third party(ies) which will be the owner(s) of the Disposed Shares and / or the number of shares representing the CEEE-T's corporate control.

5.2. Buyer shall respond, jointly and severally and with an express, irrevocable and irreversible waiver of any benefit of privilege, with any third party that may come to succeed it as the holder of the Disposed Shares and / or comes to hold the shares representative of CEEE-T's corporate control, for the full and timely fulfillment of the liabilities arising out of this Agreement, for ten (10) years term counted from the execution date of this Agreement.

5.3. Buyer undertakes to directly insert or cause to have it inserted by CEEE-T, the bookkeeping agent of the Shares or by any third party, in the margin of the registration records of the Disposed Shares, in the Share Transfer Book, in CEEE-T's Registered Shares Registry and in the respective stock certificates, if issued, the notation that the

Disposed Shares are subject to the provisions of this Agreement, for a ten (10) years term counting from the date of execution of this Agreement.

5.4. The succession obligation laid down in this clause refers not only to the Disposed Shares sold, but also CEEE-T's controlling shareholder position. Therefore, if Buyer, in any form and by any means, or in case any third party, by means of any corporate reorganization or equivalent transaction (even if without the effective disposal itself by Buyer) disposes and / or comes to share, *de facto* or *de jure*, the right to control CEEE-T, this third party acquirer of CEEE-T's control subsequent to Buyer shall be obliged to comply fully and in a timely manner with all obligations set out in this Agreement, and Buyer being also jointly and severally liable with such third party before Seller for the full and timely fulfillment of such obligations, for a term of ten (10) years counted hereof, without prejudice to the applicability of the same waivers mentioned in item 5.2 above.

CLÁUSULA 6. IRREVOCABILITY AND SPECIFIC PERFORMANCE

6.1. This Agreement is entered into in an irrevocable and irreversible manner, binding the Parties, their successors, heirs and assignees, in any capacity, to comply with the obligations agreed herein.

6.2. The Parties recognize this Agreement as an extrajudicial enforceable title, with the obligations set forth herein subject to specific performance, pursuant to the terms of laws and regulations currently in force.

CLÁUSULA 7. PENALTIES

7.1. Without prejudice to other specific provisions set forth in this Agreement and in the Public Notice, Buyer's default to its obligations foreseen in this Agreement shall ensure that the penalties described below, non-compensatory and cumulative, to be paid to Seller by Buyer are applied thereon.

7.2. Failure by Buyer to comply with any of the obligations foreseen in this Agreement will give cause to, in addition to any other penalties provided for in the Public Notice and / or this Agreement, the application of non-compensatory penalties to be paid by Buyer to Seller, in the amount of: one percent (1%) of the Minimum Economic Amount, restated by IPCA's positive variation accrued from the date of transfer of the shares sold to Buyer until the effective date of payment by Buyer of this non-compensatory fine, in the event of a total or partial breach of any provisions of this Agreement. The pecuniary fine provided herein shall be due cumulatively, in the event Buyer is in default with more than one obligation provided for in this Agreement.

7.3. The contractual pecuniary fines established in Clause 7.1 shall be applied without prejudice to the specific performance of the defaulted obligation and any compensation for losses and damages due to Seller on grounds of such default.

7.4. In the event of any breach of any obligation foreseen in this Agreement, Seller shall notify Buyer, accordingly, establishing a period of not less than thirty (30) days from the date of receipt of said notification, for Buyer to fully remedy or fulfill the breached obligation or furthermore completely cease to act in breach to this Agreement. The contractual pecuniary fines referred to in clause 7.1. above shall be due only after the deadline of the term provided for in the notification provided for in this Clause without due remedy, satisfaction or termination of the non-compliance, as applicable.

CLÁUSULA 8. NOTICES

8.1. All notices, agreements, waivers, or notifications to be sent by any of the Parties under this Agreement shall be deemed to have been delivered when received under protocol or with "return receipt" issued by the post office, telegram or, by e-mail at the addresses listed below. The notices made by facsimile or electronic correspondence shall be deemed received on the date they are sent, provided that its receipt is confirmed by means of a receipt confirmation (issued by the machine used by the sender):

(i) If to Seller:

COMPANHIA ESTADUAL DE ENERGIA ELÉTRICA PARTICIPAÇÕES – CEEE-PAR

Av. Joaquim Porto Villanova, No. 201, Building A1, 7th floor, Room 720

Bairro Jardim Carvalho, Porto Alegre – RS

ZIP 91410-400

Att.: [•]

E-mail: [•]

Facsimile: [•]

(ii) If to the Buyer:

Name: [•]

Address: [•]

City / State

ZIP: [•]

Att.: [•]

E-mail: [•]

Facsimile: [•]

CLÁUSULA 9. GENERAL PROVISIONS

9.1. This Agreement is effective as of the date hereof and remains fully valid as long as the obligations of each Party remain.

9.2. The Parties hereby agree with the publication, by the Company, of a material fact confirming the execution of this Agreement and the conclusion of the transfer to the Buyer of the Disposed Shares pursuant to the terms of applicable legislation, in particular CVM Rule No. 358 of January 3, 2002.

9.3. Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party.

9.4. Except as otherwise provided in this Agreement, each Party shall be solely responsible for the payment of all its costs and expenses (including, without limitation, agents, representatives, financial advisers, lawyers and auditors' commissions and fees) arising out of or in connection with the preparation, negotiation and / or execution of this Agreement, as well as all other instruments provided for in this Agreement and / or in the Public Notice and any other instruments related thereto, including without limitation the fulfillment of their respective obligations and the consummation of the transactions provided for in all such instruments (whether consumed or not).

9.5. Each Party shall bear its own taxes due in light of the transactions and obligations foreseen in this Agreement, except as otherwise provided herein.

9.6. Buyer is fully aware of the legislation in force in Brazil, including rules and regulations issued by ANEEL, the Ministry of Economy, the Ministry of Mines and Energy, the Brazilian Central Bank, the CVM, and any rules regarding the ownership of rural buildings by foreign persons, not being to claim to be unaware of any law or rule in force, as well as undertaking full responsibility for the obligations and limitations arising from laws and regulations that may be enacted by public authorities.

9.7. The Public Notice and all documents provided for in the Public Notice are integral parts of this Agreement and, together with the Agreement, constitute the entire agreement between the Parties with respect to its object, as well as Buyer's additional or ancillary obligations. All obligations foreseen in the Public Notice whose enforceability and / or effectiveness are subsequent to the date of this Agreement or, even, of continuous handling, shall remain valid, enforceable and effective in accordance with the terms set forth in the Public Notice.

9.8. Without prejudice to the legislation applicable to this Agreement, the Parties may not modify or amend this Agreement in any manner other than through an amendment

instrument signed by all Parties, after applicable corporate and regulatory authorizations that may be required, as the case may be.

9.9. The waiver by either Party with respect to any right, obligation or requirement arising from this Agreement will be effective only if it is submitted in writing and when duly signed, unless otherwise provided for in this Agreement. Any omission or tolerance by either Party with respect to the provisions of this Agreement or the requirement to comply with any of its clauses, at any time during the term of this Agreement, will not in any way affect the validity of this Agreement, either in its entirety or in part, and will not be considered as precedent, alteration or novation of its clauses, nor will it waive the right of such Party foreseen in this Contract to demand the fulfillment of any of its provisions, nor in any case will exempt any of the Parties from full and timely fulfillment of their respective obligations stipulated in this Agreement.

9.10. If any term or provision of this Agreement is found to be unlawful or unenforceable under any law, government authority or public policy, whether in whole or in part, all other terms and provisions of this Agreement shall remain in full force and effect.

9.11. All capitalized terms and expressions used in this Agreement shall have the meanings assigned to them in the Public Notice, unless otherwise expressly defined in this Agreement.

CLÁUSULA 10. JURISDICTION

10.1. The Parties elect the District Court of Porto Alegre, Rio Grande do Sul, which is competent to hear and judge any dispute arising from this Agreement, with express waiver of any other, however privileged it may be or come to be.

And by being therefore fair and in agreement, the Parties execute this Agreement in four (4) copies of equal content and form, in the presence of the two (2) witnesses identified below.

[Place], [date]

[PARTIES]

[INTERVENING-CONSENTING]

[WITNESSES]

TENDER PUBLIC NOTICE No 01/2021

EXHIBIT 2
B3 Manual of the Public Tender's Procedures

TENDER PUBLIC NOTICE No 01/2021

EXHIBIT 3

Template of the Representation on the Absence of Equivalent Foreign Document

[Place], [month] [day], [year]

To the Bidding Commission

Ref.: TENDER PUBLIC NOTICE No. [•] – Absence of Equivalent Foreign Document

Dear Sirs,

Hereby, for the purposes of complying with Tender Public Notice No. [•], the company [•], whose registered office is [•], by its undersigned legal representative, in accordance with the provisions of item 4.4.1 of the Public Notice, expressly represents, subject to the penalties of law, that there is no document in its country-of-origin equivalent to that required as per the terms of item 3.1.1.2, of Chapter III of the Public Notice.

Very truly yours,

[**Tenderer**] [Legal representative]

TENDER PUBLIC NOTICE No 01/2021

EXHIBIT 4
Template of the Economic Bid

[Place], [month] [day], [year]
To the Bidding Commission

Ref.: TENDER PUBLIC NOTICE No. [•] ("**PUBLIC NOTICE**") – Economic Bid

Dear Sirs,

1. In response to the call of the Public Notice, we hereby present our economic bid for the acquisition of the shares of Companhia Estadual de Transmissão de Energia Elétrica – CEEE-T;

2. We propose, in an irrevocable and irreversible manner, the amount of BRL \$ [•] ([•] Brazilian Reals), in accordance with the terms and conditions established in the Public Notice, this amount referring to the acquisition of the entire Object of the Public Tender;

3. We expressly represent that:

3.1. This economic bid is valid for one hundred and eighty (180) days, counted from the date of its submission, pursuant to the terms of item 4.16 of the Public Notice;

3.2. We agree in full and without any reserves with the contracting conditions set forth in the Public Notice and in the Agreement;

3.3. We confirm that we are fully aware of the object of the Agreement and its conditions; and

3.4. We fully comply with all obligations and requirements contained in the Public Notice referred to.

4. Capitalized terms contained in this economic bid, not defined otherwise, shall have the meanings assigned to them in the Public Notice.

Very truly yours,

[Tenderer] [legal representative]

TENDER PUBLIC NOTICE No 01/2021

EXHIBIT 5

Template of the Representation on the Acknowledgement of the Terms of the Public Notice and Absence of Impediment to Participate in the Public Tender

[Place], [month] [day], [year]

To the Bidding Commission

Ref.: TENDER PUBLIC NOTICE No. [•] – Knowledge of the Public Notice's Terms and Absence of Impediment

Dear Sirs,

In compliance with items 1.5 and 4.4.2 of the Public Notice, [Tenderer], by its undersigned representative(s), represents, subject to the penalties of applicable legislation, that it has knowledge of the Public Notice's terms and is not impeded to participate in procurement procedures of Public Authorities.

Very truly yours,

[Tenderer] [legal representative]

TENDER PUBLIC NOTICE No 01/2021

EXHIBIT 6

**Template of Good Standing Representation as per Article 7, XXXIII, of the
Federal Constitution**

[Place], [month] [day], [year]

To the Bidding Commission

Ref.: TENDER PUBLIC NOTICE No. [•] – Good Standing Representation as per Article 7, XXXIII, of the Federal Constitution

Dear Sirs,

In compliance with item 4.4.3 of the Public Notice in reference, [Tenderer], by its undersigned representative(s), represents that, for the purposes of the provisions of subparagraph V of Article 27 of Law No 8,666 of June 21, 1993, amended by Law No 9,854 of October 27, 1999, it does not employ children younger than eighteen years of age in nocturnal, dangerous or unhealthy work and does not employ children younger than sixteen years of age, except as an apprentice.

Very truly yours,

[Tenderer] [legal representative]

TENDER PUBLIC NOTICE No 01/2021

EXHIBIT 7
Template of Bid Ratification

[Place], [month] [day], [year]
To the Bidding Commission

Ref.: TENDER PUBLIC NOTICE No [•] - Letter of Bid Ratification

Dear Sirs,

[NAME AND CHARACTERIZATION OF THE TENDERER], for the purposes of the Tender Public Notice No [•], comes hereby to ratify its bid offered in the Public Tender, proposing, in an irrevocable and irreversible manner, the amount of R\$ [•] ([•] Brazilian Reals), in accordance with the terms and conditions set forth in the Public Notice.

Very truly yours,

[Tenderer] [legal representative]

TENDER PUBLIC NOTICE No 01/2021

EXHIBIT 8
Template of the Representation on Subordination to Brazilian Laws and Regulations

[Place], [month] [day], [year]
To the Bidding Commission

Ref.: PUBLIC NOTICE TO THE TENDER No. [•] – Representation on Subordination to the Brazilian Laws and Regulations

Dear Sirs,

The [Tenderer], by its undersigned legal representative(s), represents, for the due purposes, its formal and express subordination to Brazilian laws and regulations and integral waiver to claim, de facto or de jure, by diplomatic means.

Very truly yours,

[Tenderer] [legal representative]

TENDER PUBLIC NOTICE No 01/2021

EXHIBIT 9

Template of the Representation on discrimination, child or slave labor, harassment, crimes against the environment.

[Place], [month] [day], [year]
To the Bidding Commission

Ref.: TENDER PUBLIC NOTICE No. [•] – Representation on discrimination, child or slave labor, harassment, crimes against the environment.

Dear Sirs,

The [Tenderer], by its undersigned legal representative(s), represents that there is no final administrative decision against it or its officers, which is binding upon it, issued by competent authority or body, on the grounds of the practice of acts that imply discrimination of race or gender, child labor or slave labor, and / or convicting judgment made final and unappealable, rendered as a result of the acts referred to, or even others that entail moral or sexual harassment, or that imply in crimes against the environment.

In the event that there has been an administrative decision and / or a convicting judgment in relation to any of the aforementioned subject matters, and it is evidenced that the reparation imposed or the rehabilitation of the Tenderer or its officers has been fulfilled, as the case may be, the reference to that matter may be deleted from previous paragraph, however, a new paragraph should be added to the representation, with the following content:

“The Tenderer further represents that exists against it [and, if applicable, against its officers....., identified above], a final sanctioning administrative decision issued by a competent authority or body OR a convicting judgment made final and unappealable], due to the practice of acts that imply in [state the matter to which the decision or conviction relates - i.e., race discrimination, moral harassment, etc.]) and that [include: the reparation imposed has been fully complied with OR the rehabilitation of the Tenderer [and / or] its officers].

The legal representatives of the representing party are aware that the falsehood of the representation being made hereby may result in the application of applicable legal sanctions, of civil and criminal nature.

Furthermore, the representing party hereby undertakes to communicate, on the date of its occurrence, any supervening fact to this Representation that may change or come to change the situation declared herein.

Very truly yours,

[Tenderer] [legal representative]