

Citibank,N.A.

DATE : JAN. 29, 2021

IRREVOCABLE STANDBY LETTER OF CREDIT NO. 69621490

ISSUING BANK:

CITIBANK, N.A.

C/O ITS SERVICER CITICORP NORTH AMERICA, INC.

ATTN: US STANDBY UNIT

3800 CITIBANK CENTER, BUILDING B, 1ST FLOOR

TAMPA, FL 33610

PHONE: 866-945-6284

FAX NO.: 609-681-2734

BENEFICIARY:

SIMPLIFIC PAVARINI DISTRIBUIDORA DE TITULOS E VALORES MOBILIARIOS LTDA.

RUA JOAQUIM FLORIANO, 466, BLOCO B, SALA 1.401

04534-002 - SAO PAULO - SP - BRAZIL

ATTN: CARLOS ALBERTO BACHA

(CARLOS.BACHA(AT)SIMPLIFICPAVARINI.COM.BR,

SPGARANTIA(AT)SIMPLIFICPAVARINI.COM.BR)

APPLICANT:

THE AES CORPORATION

4300 WILSON BLVD.

ARLINGTON, VA 22203, USA

WE ARE INFORMED THAT THE BENEFICIARY OF THIS LETTER OF CREDIT IS ACTING ON BEHALF OF THE DEBENTURE HOLDERS OF THE 1ST (FIRST) ISSUANCE OF SIMPLE DEBENTURES, NOT CONVERTIBLE TO SHARES, OF THE KIND WITH REAL GUARANTEE, WITH ADDITIONAL PERSONAL GUARANTEE, IN SINGLE SERIES, FOR PUBLIC DISTRIBUTION, WITH RESTRICTED DISTRIBUTION EFFORTS, FROM AES HOLDINGS BRASIL S.A. (THE "ISSUANCE")

STANDBY LETTER OF CREDIT NO. 69621490 FOR AMOUNT UP TO BRL 90,000,000.00 (NINETY MILLION AND 00/100 BRL)

DEAR SIRS,

AT THE REQUEST AND FOR THE ACCOUNT OF THE AES CORPORATION, A DELAWARE CORPORATION (THE "APPLICANT"), WE, CITIBANK, N.A., ISSUE THIS STANDBY LETTER OF CREDIT IN YOUR FAVOR, FOR AN AMOUNT UP TO BRL 90.000.000,00 (NINETY MILLION AND 00/100 BRL), TO GUARANTEE TO THE DEBENTURE HOLDERS THE PAYMENT OF THE ISSUANCE MADE OR TO BE MADE BY AES HOLDINGS BRASIL S.A.. HEADQUARTERED IN THE CITY OF SAO PAULO, ESTATE OF SAO PAULO, BRAZIL, AV. DAS NACOES UNIDAS, NO. 12.495, FLOOR 12, BROOKLING PAULISTA, ZIPCODE 04578-000 REGISTERED UNDER CNPJ NO 05.692.190/0001-79, HEREINAFTER CALLED THE "ISSUER".

WE, AT THE REQUEST OF THE APPLICANT, HEREBY IRREVOCABLY AND UNCONDITIONALLY UNDERTAKE TO PAY SIMPLIFIC PAVARINI DISTRIBUIDORA DE TITULOS E VALORES MOBILIARIOS LTDA., HEREINAFTER CALLED THE "BENEFICIARY", ON ITS FIRST DEMAND AND IRRESPECTIVE OF THE VALIDITY AND THE EFFECT OF THE CREDIT RELATIONSHIP AND WAIVING ALL RIGHTS OF OBJECTION

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AND DEFENSE ARISING THEREFROM, ANY PRINCIPAL AMOUNT, MONETARY ADJUSTMENT, INTEREST, COMMISSIONS, TAXES OF ANY KIND, PENALTY FEES, PREMIUMS, AS WELL AS ANY AND ALL OTHER CHARGES AS IT MAY INCUR AS A RESULT OF THE ISSUANCE, BUT IN NO EVENT TOTAL AMOUNT OF ALL DRAWINGS CAN EXCEED BRL 90,000,000.00 (NINETY MILLION AND 00/100 BRL).

THE ISSUANCE MAY BE PERFORMED AT ANY TIME DURING THE VALIDITY TERM OF AND PURSUANT TO THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT BY THE ABOVE ISSUER.

PARTIAL DRAWINGS ARE PERMITTED HEREUNDER.

ANY CLAIM ON US MAY BE MADE BY (I) MAIL OR (II) BY E-MAIL IN PDF FORMAT IN EACH CASE FROM AN AUTHORIZED PERSON, AS LISTED BELOW, TO CITIBANK, N.A., C/O ITS SERVICER CITICORP NORTH AMERICA, INC., ATTN: US STANDBY UNIT, 3800 CITIBANK CENTER, BUILDING B, 1ST FLOOR, TAMPA, FL 33610, STATING THAT THE AMOUNT CLAIMED HAS BECOME DUE TO THE BENEFICIARY BY THE ISSUER AND REMAINED UNPAID (BY ACCELERATION OR OTHERWISE) OR THAT YOU RECEIVED OUR NOTICE OF NON-EXTENSION AND YOU HAVE NOT RECEIVED SATISFACTORY SUBSTITUTE STANDBY LETTER OF CREDIT OR SECURITY. THE BENEFICIARY CLAIM WILL BE CONSIDERED AS HAVING BEEN MADE ONCE WE ARE IN POSSESSION OF ITS E-MAIL TO THIS EFFECT OR OUR RECEIPT OF WRITTEN STATEMENT BY MAIL.

IN CASE OF CLAIM UNDER THIS STANDBY LETTER OF CREDIT, WE ENGAGE WITH YOU THAT WE SHALL, WITHOUT OBJECTION OF ANY KIND, EFFECT PAYMENT IN UNITED STATES DOLLARS, CORRESPONDENT TO THE REAIS AMOUNT CALCULATED, TO THE CREDIT OF THE ACCOUNT DESIGNATED BY YOU, IMMEDIATELY UPON OUR RECEIPT OF YOUR CLAIM CONTAINING YOUR STATEMENT AS ABOVE. SUCH PAYMENT SHALL BE MADE ACCORDING TO BENEFICIARY'S WRITTEN INSTRUCTIONS, FREE AND CLEAR OF ALL RESTRICTIONS OF WHATSOEVER NATURE IMPOSED THEREON, AND WITHOUT DEDUCTION OR WITHHOLDING FOR OR ON BEHALF OF, ANY AND ALL TAXES, DUTIES, LEVIES, IMPOSTS, SURCHARGES OR OTHER CHARGES AND ALL LIABILITIES WITH RESPECT THERETO, OF ANY KIND, NATURE OR DESCRIPTION, PAST, PRESENT AND FUTURE, TO THE EXTENT SUCH DEDUCTION OR WITHHOLDINGS ARE NOT REQUIRED BY THE APPLICABLE LAWS IN USA..

IT IS HEREBY SPECIFIED THAT, FOR ANY PAYMENT BY US, THE BENEFICIARY WILL COMMUNICATE US THE UNITED STATES DOLLARS (USD) COUNTER-VALUE OF THE AMOUNT CLAIMED BY THE BENEFICIARY IN BRAZILIAN REAIS (BRL) ("COMMUNICATION"), ON THE BASIS OF THE EXCHANGE RATE BETWEEN THE USD AND THE BRL IN ACCORDANCE WITH NORMAL BANKING PROCEDURES, IN ORDER TO MAKE AVAILABLE TO THE BENEFICIARY TO PURCHASE BRL EQUIVALENT TO THE AMOUNT IN BRL CLAIMED UNDER THE COMMUNICATION. IF THE BRL SO PURCHASED ARE LESS THAN THE SUM ORIGINALLY DUE TO THE BENEFICIARY IN BRL, WE AGREE TO PAY SUCH AMOUNTS AS MAY BE NECESSARY TO ENSURE THAT THE BRL AMOUNT PURCHASED BY THE BENEFICIARY AFTER SUCH EXCHANGE CONVERSION WILL BE EQUIVALENT TO THE AMOUNT IN BRL CLAIMED TO US IN THE COMMUNICATION."

THE EXPIRATION DATE OF THIS STANDBY LETTER OF CREDIT SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE ONE-YEAR PERIODS, UNLESS, NO LESS THAN 30 DAYS BEFORE THE THEN-CURRENT EXPIRATION DATE, WE SEND TO BENEFICIARY AN E-MAIL REFERRING TO THIS STANDBY LETTER OF CREDIT BY REFERENCE NUMBER AND STATING THAT THE EXPIRATION DATE OF THIS STANDBY LETTER OF CREDIT WILL NOT BE EXTENDED BEYOND THE THEN-CURRENT EXPIRATION

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DATE. THE EXPIRATION DATE IS NOT SUBJECT TO AUTOMATIC EXTENSION BEYOND SEPTEMBER 3, 2026, AND ANY PENDING AUTOMATIC EXTENSION OF EXPIRATION DATE SHALL BE INEFFECTIVE BEYOND THAT DATE, WHICH SHALL BE THE FINAL EXPIRATION DATE OF THIS STANDBY LETTER OF CREDIT.

THE TOTAL AMOUNT OF THIS STANDBY L/C WILL BE REDUCED BY ANY PAYMENT EFFECTED HEREUNDER.

THIS STANDBY L/C IS VALID UNTIL SEPTEMBER 3, 2021, OR LATER DATE, BUT LIMITED TO THE MAXIMUM RENEWAL PERIOD ABOVE (SEPTEMBER 3, 2026) AND EXPIRES IN FULL AND AUTOMATICALLY IF YOUR CLAIM HAS NOT BEEN MADE ON OR BEFORE THAT DATE, REGARDLESS OF SUCH DATE BEING A BUSINESS DAY OR NOT.

WE HEREBY REPRESENT AND WARRANT THAT ALL COMPLIANCE PROCEDURES AND GOOD BANKING PRACTICE APPLICABLE TO PERFORM AND OBSERVE THE TERMS AND PROVISIONS OF THIS STANDBY LETTER OF CREDIT, INCLUDING BUT NOT LIMITED TO ANTI-MONEY LAUNDERING PROCEDURES, HAVE BEEN TAKEN BY US.

THIS STANDBY LETTER OF CREDIT IS SUBJECT TO AND GOVERNED BY THE ISP 1998 ('ISP98') AND AS TO MATTERS NOT ADDRESSED BY ISP98 SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE TO THE LAWS OF STATE OF NEW YORK.

ALL PARTIES TO THIS LETTER OF CREDIT ARE ADVISED THAT THE U.S. GOVERNMENT HAS IN PLACE CERTAIN SANCTIONS AGAINST CERTAIN COUNTRIES, TERRITORIES, INDIVIDUALS, ENTITIES, AND VESSELS. CITIGROUP ENTITIES, INCLUDING BRANCHES AND, IN CERTAIN CIRCUMSTANCES, SUBSIDIARIES, ARE/WILL BE PROHIBITED FROM ENGAGING IN TRANSACTIONS OR OTHER ACTIVITIES WITHIN THE SCOPE OF APPLICABLE SANCTIONS.

THE AUTHORIZED PERSONS THAT MAY CLAIM FOR DRAWINGS UNDER THIS STANDBY LETTER OF CREDIT ON BEHALF OF THE BENEFICIARY ARE THE FOLLOWING (THE "AUTHORIZED PERSONS"):

CARLOS ALBERTO BACHA
CPF 606.744-587-53
CARLOS.BACHA(AT)SIMPLIFICPAVARINI.COM.BR
SPGARANTIA(AT)SIMPLIFICPAVARINI.COM.BR

MATHEUS GOMES FARIA
CPF 058.133.117-69
MATHEUS(AT)SIMPLIFICPAVARINI.COM.BR

PEDRO PAULO F A FERNANDES DE OLIVEIRA
CPF 060.883.727-02
PEDRO.OLIVEIRA(AT)SIMPLIFICPAVARINI.COM.BR

Johnson

AUTHORIZED SIGNATURE(S).
CITIBANK, N.A.