

CEMIG DISTRIBUIÇÃO S.A.

LISTED COMPANY – CNPJ: 06.981.180/0001-16 – NIRE: 31300020568

BOARD OF DIRECTORS

SUMMARY OF MINUTES OF THE 275TH MEETING

Date, time and place: December 11, 2017, at 2.30 p.m., at the Company's head office,
– with attendance also by telephone conference call.

Meeting Committee: Chair: José Afonso Bicalho Beltrão da Silva;
Secretary: Anamaria Pugedo Frade Barros.

Summary of proceedings:

I Conflict of interest: The Board Members listed below stated that they had no conflict of interest with the matters on the agenda of the meeting.

II The Board approved the minutes of this meeting.

III Issue of debentures and constitution of guarantees: the Board decided:

1) To authorize issuance by Cemig Distribuição S.A. ('Cemig D' or 'the Issuer') of its

- Fifth Debenture Issue, of non-convertible debentures, with real guarantee and additional surety guarantee, in a single series, to be the object of a public offering, with restricted placement efforts as per Instruction 476/2009 of the Brazilian Securities Commission (*Comissão de Valores Mobiliários – CVM*), as amended ('the Issue'; 'CVM Instruction 476'),

with the following characteristics:

Issuer:	Cemig D.
Managers:	Financial institutions that are part of the Brazilian Securities Distribution System ('the Managers').
Guarantee:	<p>The debentures and all obligations arising therefrom, principal and/or accessory, present and/or future, shall have the surety guarantee of Companhia Energética de Minas Gerais – Cemig ('Cemig' or 'the Surety') as principal payer jointly responsible with the Issuer for all obligations arising from the Issue, principal and/or accessory, present and/or future, irrevocably, comprising the principal debt and all accessory obligations under the Debentures, including but not limited to arrears interest, contractual penalty payments and any other additions.</p> <p>The issue shall also have an asset guarantee, in the form of fiduciary assignment to certain receiving banks of rights to receivables for electricity supply and distribution services to clients arising from the Issuer's concession contracts and receivables ('the power supply receivables'), and also the receivables rights arising from certain contracts to raise certain revenues relating to the power supply receivables ('the revenue receivables') and together with the receivables that are property of the Issuer, subject to a monthly minimum of amount of R\$400 million/month, subject to Aneel Normative Resolution 766/2017.</p>

Fiduciary Agent:	Pentágono S.A. Distribuidora de Títulos e Valores Mobiliários.
Rating:	To be attributed by Moody's América Latina Ltda.
Use of proceeds:	Partial payment of the outstanding balance on the debentures of the Issuer's Fourth Issue.
Volume of the Issue:	One billion five hundred and seventy five million Reais, on the Issue Date (as defined below).
Nominal Unit Value:	Ten thousand Reais, on the Issue Date.
Number of debentures and number of series:	One hundred fifty seven thousand five hundred, in a single series.
Distribution, and placement regime:	Public distribution, with restricted placement efforts, in the terms of CVM Instruction 476, under the regime of firm guarantee of placement of the totality of the Debentures by the Managers, partial distribution thus being unacceptable, with a target public of professional investors as defined by Article 9A of CVM Instruction 539/2013 as amended. If it is necessary for the firm guarantee to be exercised, it will be exercised by the Managers individually and not jointly and in the proportion agreed between them.
Form:	Nominal, book-entry Debentures, without issuance of deposits or certificates.
Type:	With asset guarantee and additional surety.
Convertibility:	Not convertible into shares in the Issuer.
Issue Date:	December 15, 2017;
Tenor and Maturity Date:	54 (fifty four) months from the Issue Date, becoming due on June 15, 2022, except in the events of early settlement of the totality of the debentures as a result of: a) early maturity due to any of the default events (as defined below); or b) early redemption.
Monetary updating:	The Nominal Unit Value of the Debentures will not undergo monetary updating.
Remuneration:	Remuneratory interest will accrue on the nominal unit value, or outstanding balance thereof, of the debentures at one hundred forty six point five per cent of the accumulated variation represented by application of the average daily rates of the 'over extra grupo' DI (Interbank Finance) rate for one day, expressed as an annual percentage rate, on the two hundred and fifty two business days basis, calculated and published daily by B3 S.A. – Brasil, Bolsa, Balcão, in the daily bulletin on its website http://www.cetip.com.br .
Amortization of the Nominal Unit Value:	The nominal unit value of the debentures will be amortized in 36 consecutive monthly payments, as follows, where 'Percentage' = amount of the payment as a percentage of the amount of the nominal unit value not yet amortized:

Payment No.	Due date	Percentage	Payment No.	Due date	Percentage
1	15-07-2019	1.1250%	19	15-01-2021	2.8213%
2	15-08-2019	1.1378%	20	15-02-2021	2.9032%
3	15-09-2019	1.1509%	21	15-03-2021	2.9900%
4	15-10-2019	1.1643%	22	15-04-2021	3.0822%
5	15-11-2019	1.1780%	23	15-05-2021	3.1802%
6	15-12-2019	1.1921%	24	15-06-2021	3.2847%
7	15-01-2020	1.2064%	25	15-07-2021	3.3962%
8	15-02-2020	1.2212%	26	15-08-2021	3.5156%
9	15-03-2020	1.2363%	27	15-09-2021	3.6437%
10	15-04-2020	1.2517%	28	15-10-2021	3.7815%
11	15-05-2020	1.2676%	29	15-11-2021	3.9301%
12	15-06-2020	1.2839%	30	15-12-2021	4.0909%
13	15-07-2020	1.3006%	31	15-01-2022	4.2654%
14	15-08-2020	1.3177%	32	15-02-2022	4.4554%
15	15-09-2020	1.3353%	33	15-03-2022	4.6632%
16	15-10-2020	1.3534%	34	15-04-2022	4.8913%
17	15-11-2020	1.3720%	35	15-05-2022	5.1429%
18	15-12-2020	1.3910%	36	Maturity date	100.00%

Payment of the Remuneration:	<p>Monthly, from the Issue Date, on the 15th of each month (or on the date of any early settlement arising from:</p> <p>(i) early maturity of the debentures due to one of the default events; or</p> <p>(ii) optional early redemption),</p> <p>– the first payment being on January 15, 2018.</p>																					
Renegotiation:	None.																					
Optional early redemption:	<p>The Issuer may at its exclusive option, at any moment as from the first Paying-Up Date, without regard to the will of the debenture holders, make optional early redemption of the totality of the debentures (‘optional early redemption’).</p> <p>In this event the following premiums will become payable:</p> <table border="1"> <thead> <tr> <th colspan="2">If the redemption takes place:</th> <th>– the premium,</th> </tr> <tr> <th>– from</th> <th>to –</th> <th>in %, is:</th> </tr> </thead> <tbody> <tr> <td>Issue Date (inclusive)</td> <td>15-12-2018 (exclusive)</td> <td>1.00%</td> </tr> <tr> <td>15-12-2018 (inclusive)</td> <td>15-12-2019 (exclusive)</td> <td>0.80%</td> </tr> <tr> <td>15-12-2019 (inclusive)</td> <td>15-12-2020 (exclusive)</td> <td>0.70%</td> </tr> <tr> <td>15-12-2020 (inclusive)</td> <td>15-12-2021 (exclusive)</td> <td>0.60%</td> </tr> <tr> <td>15-12-2021 (inclusive)</td> <td>the maturity date (exclusive)</td> <td>0.50%</td> </tr> </tbody> </table> <p>The premiums specified above do not apply in cases of obligatory extraordinary amortization or obligatory total early redemption (‘cash sweep’).</p>	If the redemption takes place:		– the premium,	– from	to –	in %, is:	Issue Date (inclusive)	15-12-2018 (exclusive)	1.00%	15-12-2018 (inclusive)	15-12-2019 (exclusive)	0.80%	15-12-2019 (inclusive)	15-12-2020 (exclusive)	0.70%	15-12-2020 (inclusive)	15-12-2021 (exclusive)	0.60%	15-12-2021 (inclusive)	the maturity date (exclusive)	0.50%
If the redemption takes place:		– the premium,																				
– from	to –	in %, is:																				
Issue Date (inclusive)	15-12-2018 (exclusive)	1.00%																				
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15-12-2021 (inclusive)	the maturity date (exclusive)	0.50%																				
Optional extraordinary amortization:	<p>Subject to the terms of the Issue Deed, the Issuer may at any moment from the first Paying-Up Date, without regard to the will of the debenture holders, make optional extraordinary amortization of the balance of the Nominal Unit Value of the Debentures, limited to ninety eight per cent of the balance of the nominal unit value.</p>																					
Obligatory extraordinary amortization and obligatory early redemption:	<p>In the event of obligatory extraordinary amortization or obligatory early redemption of the debentures, Issuer must execute such amortization or redemption within 30 days from conclusion of the related sale or disposal, using fifty eight point two nine per cent of thirty five per cent of the net proceeds obtained by the Surety from sale or disposal of any asset by the Surety (including equity interests), less only such amounts as are allocated to payment of the exercise amount (as defined in the First Amendment to the Stockholders’ Agreement signed between the Surety and Banco Santander (Brasil) S.A., Banco Votorantim S.A. and BB Banco de Investimento S.A., on November 22, 2017 (‘the Amendment to the Stockholders’ Agreement’) that is due as a result of the exercise by those banks against the Surety of an option to sell the common or preferred shares owned by the banks in Rio Minas Energia Participações S.A. (‘RME’), under the terms and conditions specified in the Amendment to the Stockholders’ Agreement, as and where applicable.</p>																					
Optional acquisition:	<p>The Issuer may at its exclusive option, at any moment from the Issue Date, acquire debentures, and the debentures acquired may be canceled, or remain in the treasury of the Issuer, or be once again placed in the market, in accordance with the rules issued by the CVM.</p>																					
Early maturity:	<p>In any of the early maturity events described in the Issue Deed – of which some are summarized in the list below – applying either to the Issuer or to the Surety, described in the Issue Deed, and subject to the terms of the Issue Deed, the Fiduciary Agent should declare early maturity of the obligations arising from the debentures and demand immediate payment, by the Issuer, of the Nominal Unit Value of the Debentures, (or of the balance of the nominal unit value, as applicable), plus the remuneration, calculated <i>pro rata temporis</i>, from the first Paying-Up Date, or from the immediately prior date of payment of the remuneration, up to the date of its actual payment, plus the other charges payable under the Issue Deed, independently of advice, notification or interpellation through the courts or otherwise.</p>																					

Some of these early maturity events are summarized as follows:

- pecuniary or non-pecuniary default;
- application for judicial or out-of-court recovery;
- application for bankruptcy;
- cross-default;
- cross-acceleration;
- protests;
- filing of certain legal actions against the Issuer or Surety;
- privatization, merger, dissolution or any other form of stockholding reorganization;
- assignment by the Issuer or Surety of obligations arising from the Issue Deed;
- change in the corporate Objects or principal activity;
- reduction of capital;
- distribution of dividends;
- loss of licenses;
- split or absorption;
- change in economic-financial situation;
- noncompliance with the financial covenants;
- false statements;
- termination of concession contracts;
- invalidity, nullity or unenforceability of the Debentures, or of the Issue Deed, or of its guarantees;
- any use of the net proceeds from the Issue for any other purpose than strictly on the terms indicated in the Issue;
- noncompliance with a court or administrative decision; change of type of company, by the Issuer and/or by the Surety;
- constitution by the Issuer of any real guarantees, pledge or charge in favor of a third party over any asset, under certain conditions;
- non-obedience to the monthly minimum amount of receivables that is the subject of the guarantee;
- non-realization of the cash sweep;
- any encumbrance on the real guarantee;
- attachment, expropriation, confiscation, etc., of the totality or a substantial part of the Issuer’s assets, property or rights;
- non-completion of capitalization of the Issuer;
- additional indebtedness, with some exceptions;
- non-renewal, cancellation or suspension of the authorizations, concessions, grants or licenses;
- proceedings involving the Issuer, or any of its controlling stockholders, employees, board members and/or chief officers related to the anti-corruption laws;
- non-obedience to the social-environmental legislation;
- any events with suspensive effect on the real guarantee.

Form, payment and price of subscription:

The Debentures shall be subscribed in accordance with the procedures of the MDA and shall be paid-up at sight, in Brazilian currency, simultaneous with subscription (‘the Paying-Up Date’), at the Nominal Unit Value, in accordance with the settlement rules and procedures applicable to B3, or through redemption of the debentures of Cemig D’s Fourth Issue, which must be canceled.

Place of Payment:

The payments shall be made by the Issuer on the related due dates, using:
(a) the procedures adopted by B3, for the Debentures registered in B3; and/or
(b) procedures of the Bookkeeping Bank, for Debentures not linked to B3.

Extension of periods:	If the date of maturity of an obligation coincides with a day that is not a business or banking business day at the location of payment, the date of payment of any obligation shall be deemed postponed to the next business day, without any addition to the amount to be paid, except in cases where the payment is to be made through B3, in which case the extension will take place only when the date of the payment coincides with a Saturday, Sunday or declared national public holiday.
Arrears charges:	If Issuer omits to make any payments payable to the Debenture holders in the stipulated periods, the amounts shall be subject to: (a) a contractual penalty payment, irreducible and of a non-compensatory nature, of two per cent on the amount due and unpaid; and (b) arrears interest at one per cent per month, calculated daily from the date of default up to the date of actual payment, on the amount due and unpaid.
Other characteristics:	The other characteristics of the debentures and of the Issue Deed are stated in the Issue Deed and in the other related documents.

- 2) **To authorize** signature of the legal instruments necessary and/or to be recommended for the issue, including but not limited to:
- the Distribution Agreement and the Issue Deed,
 - the Guarantee Agreement;
 - notices, instruments and powers of attorney in the context of those documents,
 - and any related subsequent amendments arising from the Issue that do not add cost to the transaction.

- 3) **To authorize** grant and constitution of guarantees in the context of the Issue, with signature of:
- the Contract for Fiduciary Assignment of Receivables from Distribution and Sale of Electricity, with Cemig D as Grantor and Pentágono S.A. Distribuidora de Títulos e Valores Mobiliários as Fiduciary Agent, representing the community of debenture holders.

This contract will govern the fiduciary assignment of receivables in guarantee to be granted in the context of the Issue, subject to the terms of Aneel Normative Resolution 766/2017 (‘the Guarantee Agreement’).

- 4) **To authorize** acts, signature of documents of agreement, payment of costs of registry and publication, registry fees and custody of the debentures at the B3, registry of the
- Issue Deed and of the First Amendment to the 4th Issue, and related subsequent amendments, at the Commercial Board of Minas Gerais State (‘Jucemg’), among other acts necessary or recommendable for the Issue, with an estimated total of two million Reais.

- 5) **To authorize:**

a) Participation in the general Meeting of Debenture Holders (‘the GMDH’) of

- the Fourth Issue of Non-convertible Debentures (for Public Distribution with Restricted Distribution Efforts, in a Single Series, Unsecured with Additional Asset Guarantee) by Cemig Distribuição S.A.,
- to decide on extension of the date of payment of the first due installment of the Nominal Unit Value of the debentures of Cemig D’s Fourth Debenture Issue, from December 15, 2017 to December 28, 2017; and
- to alter the frequency of payment of the remuneration of Cemig D’s Fourth Debenture Issue, to enable subscription of the debentures of the Fifth Issue by means of delivery of the debentures of Cemig D’s Fourth Issue, which will be canceled, maintaining, however, the interest payment originally specified for December 15, 2017 in the issue deed of Cemig D’s Fourth Issue.

- b) Vote** in favor by the Company’s representatives in all matters in sub-clause ‘a’ of this item.

6) To authorize signature of the

- First Amendment to the Issue Deed of the Fourth Issue of Non-convertible Debentures (for Public Distribution with Restricted Distribution Efforts, in a Single Series, Unsecured with Additional Asset Guarantee) by Cemig Distribuição S.A., (‘the First Amendment to the Fourth Issue’),

and all such other instruments as are necessary to reflect the terms approved in the GMDH.

The other characteristics of the debentures of the 4th Issue and of the First Amendment to the 4th Issue are stated in the First Amendment to the 4th Issue and in the other related documents.

7) To authorize optional total early redemption or optional acquisition of the remaining debentures of the

- Fourth Issue of Non-convertible Debentures (for Public Distribution with Restricted Distribution Efforts, in a Single Series, Unsecured with Additional Surety Guarantee) by Cemig Distribuição S.A.

for the Nominal Unit Value of the Debentures, plus the remuneration, calculated *pro rata temporis*, from the immediately prior date of payment of remuneration up to the date of payment of the arrears charges, if any, and any other amounts that may at any time be owed by the Issuer.

8) To ratify all such acts by its Chief Officers and/or representatives as are necessary to put the above decisions into effect.

IV Signature of amendments and constitution of guarantees: the Board decided:

1) To authorize signature by Cemig Distribuição S.A. (‘‘Cemig D’’ or ‘‘the Issuer’’) of:

- a) The First Amendment to Bank Credit Note (‘CCB’) N° 306.401.338, with Banco do Brasil, in the amount of R\$ 500 million; and
- b) The Third Amendment to CCB N° 11.0935.763.0000002-60, with Caixa Econômica Federal (‘CEF’) in the amount of R\$ 627 million;

– with the following characteristics:

Guarantees:	<ol style="list-style-type: none"> a) to Banco do Brasil: to maintain the existing guarantees (assignment of invoices) within the CCB, without their being shared; b) to CEF: to establish fiduciary assignment of receivables of up to R\$ 80 million per month, subject to the provisions of Aneel Normative Resolution 766/2017. The terms and conditions of the guarantee of receivables are stated in PD 158/2017, referred to above, in relation to Cemig D’s 5th debenture issue, since the agreement covers the guarantees of the debentures and also of those of the CCB with CEF. Companhia Energética de Minas Gerais – Cemig (‘Cemig’ or ‘the Surety’) will be the surety guarantor of the transactions.
Tenor and Maturity Date:	<p>54 (fifty four) months from the signature of the amendments, thus becoming due in June 2022, except in the events of early settlement of the totality of the debentures as a result of:</p> <ol style="list-style-type: none"> a) early maturity due to any of the default events (as defined below); or b) early redemption associated with default.
Remuneration:	Remuneratory interest corresponding to 146.5% of the accumulated effect of application of the average daily DI (Interbank Deposit) Rate.
Amortization:	<p>In:</p> <p>six monthly installments of 1.125%, resulting in an aggregate 6.75%, from July 2019, twelve monthly installments of 1.125%, resulting in an aggregate 13.50%, in 2020, twelve monthly installments of 2.25%, resulting in an aggregate 27%, in 2021, five monthly installments of 2.25%, resulting in aggregate 11.25% (to May 2022); and a final payment ‘bullet’, of 41.50% in June 2022.</p>

Payment of the Remuneration:	Monthly, from January 2018, on the 24 th of each month (or on the date of any early settlement resulting from early maturity of the CCBs due to a default event; or from optional early redemption).
Obligatory extraordinary amortization and obligatory early redemption:	In the event of obligatory extraordinary amortization or obligatory early redemption of the CCBs, Issuer will execute the CCBs using 35% of the net proceeds from sales of assets made by the Surety, less such amounts as are allocated for payment of the <i>Light</i> put option, as and where applicable, sharing with payment of the other debts subject of the re-profiling of the Issuer's debt.
Early maturity:	Any of the default events described in the Issue Deed, some of which are summarized below, applying either to the Issuer or the Surety, shall result in early maturity of the CCBs and there becoming immediately due for payment, by Cemig D, the amount of the CCBs plus the remuneration, and also the other charges payable on the terms to be specified in amendments to the CCBs, independently of notice, or court or out-of-court notification or interpolation.

This is a partial summary list of these early maturity events:

- pecuniary or non-pecuniary default;
- application for judicial or out-of-court recovery;
- application for bankruptcy;
- - cross-default;
- cross-acceleration;
- - protests;
- filing of certain legal actions against the Issuer or the Surety;
- change in the Company's corporate Objects;
- reduction of capital;
- - distribution of dividends; loss of licenses;
- merger, split or absorption;
- - change in stockholding control;
- change in economic-financial situation;
- non-compliance with the financial covenants;
- false statements;
- - termination of concession;
- noncompliance with a court or administrative decision;
- change of type of company, by Cemig D and/or by Cemig;
- constitution by the Issuer of any real guarantees, pledge or charge in favor of a third party over any asset, under certain conditions;
- non-obedience to the monthly minimum amount of receivables that is the subject of the guarantee;
- non-realization of the cash sweep;
- any encumbrance on the real guarantee;
- attachment, expropriation, confiscation, etc., of the totality or a substantial part of the Issuer's assets, property or rights;
- non-completion of capitalization of the Issuer;
- additional indebtedness, with some exceptions;
- proceedings related to the anti-corruption laws involving the Issuer, or any of its controlling stockholders, employees, board members and/or chief officers ;
- non-obedience to the environmental legislation.

2) **To ratify** all acts by the Executive Board necessary to put the above decisions into effect.

V Contracting of services: The Board decided to open Administrative Proceedings for Exemption from Tender for, and contracting of:

1) As Managers:

BB-Banco de Investimento S.A., Itaú Unibanco S.A. (and/or any of its affiliates) and	Banco Bradesco BBI S.A., Caixa Econômica Federal.
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2) As Fiduciary Agent, for the entire period of the Issue, with annual adjustment by the overall IGP-M (FGV) inflation index for the year:

Pentágono S.A. Distribuidora de Títulos e Valores Mobiliários.

3) As mandated bank and settlement bank for the 5th debenture issue, for its full period:

Banco Bradesco S.A.

4) As provider of depositary services, with responsibility and obligation to monitor, retain, invest, redeem and transfer amounts credited in a specific current account held in the name of Cemig D, for compliance with the obligations assumed by Cemig D to holders of its 5th Debenture Issue, with minimum flow of R\$ 400 million per month - this contract to be in effect for fifty four months from its date of signature:

Banco Bradesco S.A.

VI Votes: The matters referred to in Items III, IV and V above were approved, with the following Board Members abstaining:

Marcelo Gasparino da Silva, and	Daniel Alves Ferreira Patrícia Gracindo Marques de Assis Bentes.
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IX Comment: The following spoke on subjects and business of interest to the Company.

The Chair;

Board members:	José Pais Rangel,	Patrícia Gracindo Marques de Assis Bentes;
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Chief Officer:	Adézio de Almeida Lima;
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The following were present:

Board members:	José Afonso Bicalho Beltrão da Silva, Marco Antônio de Rezende Teixeira, Antônio Dirceu Araújo Xavier, Arcângelo Eustáquio Torres Queiroz, Bernardo Afonso Salomão de Alvarenga, Helvécio Miranda Magalhães Junior, José Pais Rangel, Marcelo Gasparino da Silva, Marco Antônio Soares da Cunha Castello Branco, Nelson José Hubner Moreira,	Patrícia Gracindo Marques de Assis Bentes, Daniel Alves Ferreira, Agostinho Faria Cardoso, Aloísio Macário Ferreira de Souza, Antônio Carlos de Andrada Tovar, Geber Soares de Oliveira, Luiz Guilherme Piva, Otávio Silva Camargo, Ricardo Wagner Righi de Toledo, Wieland Silberschneider;
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Chief Officer:	Adézio de Almeida Lima;
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Secretary:	Anamaria Pugedo Frade Barros.
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Signed by: Anamaria Pugedo Frade Barros.