

**CEMIG GERAÇÃO E TRANSMISSÃO S.A.**  
CNPJ 06.981.176/0001-58 - NIRE 31300020550

**BOARD OF DIRECTORS**

**SUMMARY OF MINUTES  
OF THE  
288<sup>TH</sup> MEETING**

**Date, time and place:** October 14, 2016, at 11.30 a.m., at the Company's head office,  
Av. Barbacena, 1200 – 12<sup>th</sup> Floor, B1 Wing, Belo Horizonte, Minas Gerais.

**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 matter on the agenda of the meeting, with the exception of the Board members

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Arcângelo Eustáquio Torres Queiroz and Samy Kopit Moscovitch,  
.....

who stated themselves to have conflict of interest in relation to the 2016–17 Collective Work Agreement ('ACT'), and the 2017–2018 Specific Collective Agreement on Profit Sharing ('PLR').

These members withdrew from the meeting room at the time of discussion and voting on those matters, returning after the vote on them had been taken, to proceed with the meeting.

**II The Board approved** the minutes of this meeting.

### III The Board authorized:

- a) Contracting of loan transactions through Bank Credit Notes (*Cédulas de Crédito Bancário*), with Banco do Brasil S.A. ('Banco do Brasil'), for the purposes of making payments of tranches of the principal becoming due between October 24 and 30, 2016, on the sixteen working capital loan transactions made by Cemig Geração e Transmissão S.A. ('Cemig GT') with Banco do Brasil itself with the numbers:

330.800.376, 330.800.383, 330.800.384, 330.800.385, 330.800.386, 330.800.387,  
330.800.388, 330.800.389, 330.800.390, 330.800.391, 330.800.392, 330.800.393,  
330.800.394 and 330.800.395,

on the following principal terms:

- Amount: R\$ 600 million.
- Financial charges: 132.90% of the CDI Rate, with monthly payments and no grace period.
- Flat fee: 1.72% of the value of the loan.
- Payment of principal: in four six-monthly installments each of R\$ 150 million, due on:  
April 24, 2017, October 24, 2017, April 24, 2018 and October 24, 2018.
- Early settlement: Cemig GT may settle the debt early at any time; such payment may be made with funds transferred from another financial institution, due to the portable status of the credit, without being charged any additional cost.
- IOF Tax: The IOF Tax on Financial Transactions will be in accordance with the legislation from time to time in effect.
- Surety: Guarantee in the form of a surety from Companhia Energética de Minas Gerais – Cemig .
- Covenant: There will be a financial covenant for the quotient {Total net debt / Ebitda}, which must be less than or equal to:  
6x, in December 2016;  
5.26x, in March, June, September and December 2017; and  
5x, in March, June and September 2018.  
This covenant is to be accompanied and met in the financial statements of the guarantor. Cemig GT and Cemig must regularly inform Banco do Brasil of any financial covenants that they agree with any other creditors. If there are additional or more restrictive covenants, the obligations assumed in this Bank Credit Note shall automatically reflect such financial covenants.
- Effective nominal cost: 20.61% p.a.
- Documents: Signature of the documents necessary for contracting of the above credit transactions.
- Execution by the Executive Board of all the acts necessary to put the above decisions into effect.
- Consents: Contracting of the loan transactions shall require the prior consent of:  
– the State Companies Coordination Committee of Minas Gerais State; and  
– the Brazilian Development Bank (BNDES).

- b) Signature by Cemig, Cemig D and Cemig GT, jointly, subject to the directives of preserving the company's financial health and adoption of parameters practiced in the market by companies of a similar scale, and to the requirement to find a solution that is fair in entrepreneurial terms, of the Collective Work Agreement for 2016–17, within the annual financial limit – on which orientation is to be given by the Human Resources Committee of this Board; and taking of legal actions related or inherent to the process of negotiation of the Agreement referred to above and of elements arising from it that are necessary to preserve the Company's interests.
- c) Renewal, jointly, by Cemig, Cemig D and Cemig GT, subject to the directives of preserving the company's financial health and adoption of parameters practiced in the market by companies of a similar scale, and also the search for a solution that is fair in entrepreneurial terms, of the 2017–18 Specific Collective Agreement on Profit Sharing, with the benefits contained therein, within the annual financial limit – on which orientation is to be given by the Human Resources Committee of this Board; and taking of legal actions related or inherent to the process of negotiation of the Agreement referred to above and of elements arising from it that are necessary to preserve the Company's interests.

**IV The Board ratified** the opening of Administrative Tender Proceeding N° MS/MT-500-G09961, and authorized acquisition of two hundred twenty four used trucks, manufactured in 2009 or later, with maximum mileage of 150,000 kilometers, in as many lots as are necessary for greater competitiveness of the tender proceeding.

**V Votes against:** The Board members Marcelo Gasparino da Silva and Daniel Alves Ferreira voted against the proposals referred to in subclauses 'b' and 'c' of Item III, above.

**VI Abstention:** The Board member Marcelo Gasparino da Silva abstained from voting on the matter referred to in item IV, above.

**VII Comments:** Board members, a Chief Officer, General Managers, the CEO of a company of the 'Cemig Group', and an advisor made comments on subjects of interest to the Company.

**The following were present:**

|                       |   |  |
|-----------------------|---|--|
| <b>Board members:</b> | José Afonso Bicalho Beltrão da Silva,<br>Mauro Borges Lemos,<br>Allan Kardec de Melo Ferreira,<br>Arcângelo Eustáquio Torres Queiroz,<br>Hélcio Miranda Magalhães Junior,<br>José Pais Rangel,<br>Marcelo Gasparino da Silva,<br>Marco Antônio de Rezende Teixeira,<br>Marco Antônio Soares da Cunha Castello Branco,<br>Nelson José Hubner Moreira,<br>Ricardo Coutinho de Sena, | Saulo Alves Pereira Junior,<br>Daniel Alves Ferreira,<br>José Augusto Gomes Campos,<br>Aloísio Macário Ferreira de Souza,<br>Antônio Dirceu Araújo Xavier,<br>Bruno Westin Prado Soares Leal,<br>Carlos Fernando da Silveira Vianna,<br>Franklin Moreira Gonçalves,<br>Luiz Guilherme Piva,<br>Ricardo Wagner Righi de Toledo,<br>Samy Kopit Moscovitch,<br>Wieland Silberschneider; |
| Secretary:            | Anamaria Pugedo Frade Barros.   |  |

( Signed by: ) Anamaria Pugedo Frade Barros.