

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

BOARD OF DIRECTORS

**SUMMARY OF MINUTES
OF THE
302ND MEETING**

Date, time and place: March 23, 2017, at 12 p.m., at the Company's head office,
Av. Barbacena 1200, 19th Floor, B1 Wing, Belo Horizonte, Minas Gerais, Brazil.

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 said they had no conflict of interest in the matter on the agenda of this meeting, except Arcângelo Eustáquio Torres Queiroz, who stated conflict of interest in relation to:

– the 2017 PDVP Programmed Voluntary Retirement Plan.

He withdrew from the meeting room at the time of discussion and voting on the respective matters, returning to proceed with the meeting after the vote on the matter had been taken.

II The Board approved:

- a) The budget for 2017.
- b) The economic-financial valuation opinions prepared by Ceres Inteligência Financeira Ltda., on the following companies, using the discounted cash flow method, for the purposes of valuation of the shares offered in guarantee of the Debentures:

(i) Companhia de Gás de Minas Gerais (Gasmig),	and
(ii) the following SPCs of the Issuer:	Cemig Geração Camargos S.A.,
Cemig Geração Itutinga S.A.,	Cemig Geração Leste S.A.,
Cemig Geração Oeste S.A.,	Cemig Geração Salto Grande S.A.,
Cemig Geração Sul S.A. and	Cemig Geração Três Marias S.A.

- c) The PDVP Programmed Voluntary Retirement Plan for 2017.
- d) The minutes of this meeting.

III The Board authorized:

- a) Opening of an Administrative Tender Proceeding for, and contracting of, External Auditing services, for thirty six months, able to be extended up to a limit of sixty months; and in the event of the tender being frustrated due to no bid being made within the estimated price, authorization also for opening of a further Administrative Tender Proceeding.
- b) Signature of the First Amendment to the Private Deed of Cemig GT's Seventh Issue of Unsecured Non-convertible Debentures, in a Single series, for Public Distribution, with Restricted Efforts, with Real Guarantee, and Additional Surety, for: two billion two hundred forty million Reais,
- to include the preferred shares of Gasmig in the real guarantees to be offered in guarantee of faithful, punctual and complete payment of the Amount Guaranteed;
 - and to include a new obligation for the Issuer, namely:
“not to do any act or default on any obligation specified in the Guarantee Contracts which could in any way affect the legality, validity, sufficiency or enforceability of the Guarantees”;
- c) Signature of the following legal instruments:
- 1) Contract for Fiduciary Assignment of Shares in Gasmig as Guarantee, between the Company, as Fiduciary Assignor, and Planner Trustee Distribuidora de Títulos e Valores Mobiliários Ltda. ('Planner') as Fiduciary Agent representing the totality of the Debenture Holders – in guarantee of faithful, punctual and total compliance with all the principal and accessory present and future obligations of the 7th Debenture Issue, including but not limited to the principal of the debt, remuneratory interest, arrears charges, contractual penalty payments and other applicable additional amounts and other principal and/or accessory present or future pecuniary obligations specified in the Deed of the 7th Debenture Issue, including but not limited to those payable to the Fiduciary Agent under Article 822 of the Civil Code as indemnity, costs and/or expenses for safeguarding the rights of the Debenture Holders,
- including in its formalization reimbursement of any amounts provenly disbursed as expense of constitution, completion or exercise of rights and/or of the execution of guarantees given in relation to the debentures, and foreclosure and/or execution of the guarantees specified in the Issue Deed ('the Guaranteed Obligations'), and/or the credit rights arising from the flow of receivables arising from the activity of supply of electricity by the Assigning Party ('Receivables'), and the credit rights related to the tied account in which the Receivables will be deposited, the sum of the credit rights and of the Receivables that are being fiduciarily assigned
being in any event at all times limited to: three hundred million Reais.

2) Contract for Fiduciary Assignment of Receivables between these SPCs of the Issuer:

Cemig Geração Camargos S.A.,	Cemig Geração Itutinga S.A.,
Cemig Geração Leste S.A.,	Cemig Geração Oeste S.A.,
Cemig Geração Salto Grande S.A.,	Cemig Geração Sul S.A.
and	Cemig Geração Três Marias S.A.

as Assigning Parties, and Planner, as Fiduciary Agent representing the totality of the Debenture Holders, with Cemig GT as Consenting Party,

- the object of which is irrevocable fiduciary assignment, by the Assigning Parties to the Debenture Holders, represented by the Fiduciary Agent, in guarantee of faithful, punctual and total compliance with the Guaranteed Obligations, of:
 - the credit rights arising from the flow of receivables arising from the activity of supply of electricity from the Hydroelectric Plants of the Assignors (‘the Receivables’), and
 - the rights consequent upon the electricity generating concession of the said Hydroelectric Plants, including:
 - the right to receive all and any amounts which actually or potentially are or become demandable and pending payment from the federal government, the Mining and Energy Ministry, or the National Electricity Agency (Aneel), as the case may be, to the Assigning Parties or to Cemig GT, arising from the concession contract;
 - all the indemnities for revocation or extinction of the said concessions;
 - the right to generate electricity in the Hydroelectric Plants;
 - and all other tangible or intangible rights, potential or otherwise, under the applicable rules of law and regulations, arising from the said concessions (jointly referred to as the ‘Consequent Rights’), and the credit rights related to the tied accounts, in which the Receivables and the amounts relating to the Consequent Rights must be deposited;

3) Contract for Fiduciary Assignment, in Guarantee, of Shares in the SPCs of the Issuer, between Cemig GT, as Fiduciary Assignor, and Planner, as Fiduciary Agent representing the totality of the Debenture Holders, with the SPCs of the Issuer as consenting parties, the object of which, as guarantee of faithful, punctual and full compliance with the Guaranteed Obligations, is fiduciary assignment and transfer to the debenture holders represented by the Fiduciary Agent, irrevocably, of the fiduciary ownership, conditional property and indirect possession of:

six hundred thirty two million seven hundred ninety seven thousand four hundred fifty common shares in Cemig Geração Três Marias S.A.,
 one hundred ninety eight million five hundred eighty one thousand one hundred twenty seven common shares in Cemig Geração Salto Grande S.A.,
 sixty four million one hundred forty one thousand five hundred seventy two common shares in Cemig Geração Itutinga S.A.,
 fifty five million six hundred fourteen thousand, five hundred fifty nine common shares in Cemig Geração Camargos S.A.,
 seventy two million five hundred ninety one thousand seven hundred eighty seven common shares in Cemig Geração Sul S.A.,
 forty nine million two hundred seventy eight thousand seven hundred seventy five common shares in Cemig Geração Leste S.A., and
 twenty nine million six hundred ninety one thousand seven hundred eighty seven common shares in Cemig Geração Oeste S.A.

- representing 49% of the voting stock and of the total stock of each one of the SPCs of the Issuer;

- 4) Contract for Fiduciary Assignment, in Guarantee, of Shares in Gasmig, between Companhia Energética de Minas Gerais – Cemig as Fiduciary Assignor, and Planner, as Fiduciary Agent, representing the totality of the Debenture Holders, the object of which, as guarantee of faithful, punctual and full compliance with the Guaranteed Obligations, is fiduciary assignment and irrevocable transfer to the Debenture Holders represented by the Fiduciary Agent, of fiduciary ownership, conditional property and indirect possession of:

sixty five million five hundred seventy eight thousand seven hundred thirteen
common shares and
one hundred seventy nine million one hundred twenty thousand eight hundred thirty nine
preferred shares

in Gasmig, owned by the Assigning Party,

– representing 48.07% of the voting stock and 59.79% of the total capital of Gasmig.

The contracts for fiduciary assignment of receivables and of the consequent rights arising from the concessions will have the following principal terms:

- To make the fiduciary assignment of the receivables and the consequent rights viable in practice, the Assigning Parties must cause such receivables and consequent rights to be wholly and totally paid by means of deposits in tied current accounts owned by the assigning parties, held with Banco Bradesco S.A., as administrator bank and fiduciary custodian of the funds.
- Cemig GT undertakes to arrange that, as from the calendar month immediately following the date of signature of the contract for financial assignment of the receivables, a minimum monthly flow of three hundred million Reais in receivable funds shall flow into the tied account until final and complete settlement of the Guaranteed Obligations.
- The SPCs of the Issuer and Cemig GT must cause all consequent rights and the receivables to be deposited exclusively in the tied accounts until faithful and total settlement of all the Guaranteed Obligations.
- Every month, the amount of the next installment payable to the Debenture Holders as remuneration payment and/or of amortization of the Nominal Unit Value of the Debentures (or the balance of the Nominal Unit Value of the Debentures, as the case may be) (as defined in the Issue Deed) shall be retained in the tied account under the assignment contract of Cemig GT (as defined in the Issue Deed), and on the date of payment of said installment there must be enough funds in the tied account to pay it.
- Provided that no default event, as defined in the Issue Deed, has taken place, the totality of the funds deposited in the linked accounts, with the exception of the amount indicated in the item above, which shall remain retained in the linked account of Cemig GT, shall be transferred to current accounts owned by the assigning parties, able to be freely operated.
- If it is found that a default event has occurred as defined in the Issue Deed or a minimum flow of funds into the tied account has not been complied with, the Fiduciary Agent shall be authorized to request the Administrator Bank to block the funds deposited in the tied accounts until such default event or regularization of a minimum flow in the tied account has been cured, or early maturity of the debentures has been decreed.

- If there is early maturity of the debentures, or if, after final maturity of the debenture the Guaranteed Obligations have not been fully settled, the Fiduciary Agent shall have the right immediately to exercise all the powers that are granted to it by the legislation in effect or over the credit rights fiduciarily assigned, in the terms of the assignment contract, and may, independently of any notification through the courts or otherwise, acting directly or through persons holding power of attorney, proceed to total or partial foreclosure on the guarantee, through use of the funds available in the linked accounts for amortization or settlement of the Guaranteed Obligations.
- Foreclosure on the credit rights related to the linked account and/or on the receivables of Cemig GT that have been fiduciarily assigned:
 - shall be limited to a total of three hundred million Reais,such that, at the moment of foreclosure on the guarantee, the receivables that exceed that limit shall not be executed and must be freed, by the Fiduciary Agent, from the lien constituted by the Fiduciary Assignment Contract.
- The rights and obligations contained in the fiduciary assignment contracts may not be assigned or disposed of, in any way, or subrogated to third parties, without prior written consent of the parties.
- The Fiduciary Agent may, at any time, and at the exclusive option of the Debenture Holders, assign or in any other way transfer its rights and obligations, titles of credit, shares and guarantees arising from the Fiduciary Assignment Contracts, in whole or in part, provided that this is in line with the terms of the applicable legislation and the Issue Deed in relation to the assignment of their rights and obligations arising from the debentures.

Other obligations of Cemig GT and the SPCs of the Issuer in the assignment contracts include:

- to send notice in writing to the clients, informing them of constitution of the fiduciary assignment;
- not to promise, sell, assign, transfer or in any way place a charge or lien upon or dispose of, the consequent rights or the Receivables, for as long as they are subject to the Assignment Contract, without the prior express written consent of the Fiduciary Agent; and
- not to receive any of the amounts arising from the consequent rights, or which comprise the receivables, in any other account than the linked accounts.

The contracts for fiduciary assignment of shares in the SPCs of the Issuer and of Gasmig shall have the following principal terms:

- As well as the shares that are the object of fiduciary assignment, there shall also be fiduciary assignment of the following:
 - any shares, securities or other rights owned by Cemig and representing the share capital of the SPCs and/or of Gasmig, issued as from the date of signature of the fiduciary assignment contract, arising from splits, reverse splits or share bonuses occurring in relation to any of the shares that are subject of the fiduciary assignment, and all shares, securities or other rights such as may as from that date come to substitute the shares fiduciarily assigned, as a result of their cancellation, or absorption, merger, split or any other form of stockholding reorganization involving the said companies, or:
 - any assets into which the fiduciarily assigned shares or other assets or rights mentioned above in this item may be converted, including any certificates of deposit, securities or titles of credit;
- all assets and rights referred to in this item that are the object of fiduciary assignment to be defined as additional assets, and, together with the shares fiduciarily assigned, to be treated as fiduciarily assigned assets.

If early maturity of the Guaranteed Obligations has been characterized, in the terms of the Issue Deed, or if after final maturity of the Debentures the Guaranteed Obligations have not been fully settled, the Fiduciary Agent, in accordance with Article 68 of the Corporate Law, shall be irrevocably authorized to take any measures necessary for the debenture holders to realize their credits, with all the powers that are granted to it by the legislation from time to time in force, including 'ad iudicia' and 'ad negotia' powers necessary for foreclosure of the fiduciarily assigned assets, in the courts or otherwise, in whole or in part, having powers to:

- sell, assign, transfer, demand and/or collect, receive, realize or in any other way dispose of the fiduciarily assigned assets, and apply the proceeds of such disposals to payment of the guaranteed obligations;
- apply for all and any prior approvals or consents that may be necessary for disposal of the fiduciarily assigned assets;
- take the measures for full consolidation of the fiduciarily assigned assets in the event of foreclosure on this present fiduciary assignment; and
- conserve possession of the fiduciarily assigned assets, and of the instruments that represent them, against any holder, including the Fiduciary Assignor itself.

Disposal of the fiduciarily assigned assets will take place in good faith, in the manner permitted by the applicable legislation and in accordance with the applicable constitutional principles, and for consideration, jointly or separately, according to the criteria adopted by the Fiduciary Agent, subject to the decisions of the debenture holders meeting in a general meeting, and the assigning party shall provide, prior to foreclosure, a valuation opinion: within 12 business days in the case of updating of the valuation opinion prepared by the specialized company, or within 20 business days, in the case of preparation of a valuation opinion by a new specialized company.

The Fiduciary Agent shall dispose of the fiduciarily assigned assets up to the amount necessary for full settlement of the guaranteed obligations, and any fiduciarily assigned assets that exceed the value of the guaranteed obligations shall be devolved in full to the Fiduciary Assignor.

Subject to the applicable legislation, the Fiduciary Assignor waives any legal or contractual right or privilege that might affect the free and full validity, efficacy, enforceability and transfer of the fiduciarily assigned assets in the event of their foreclosure, such waiver extending, inclusively and without any limitation, to any rights of preference, or joint sale ('tag-along' or 'drag-along' rights) or other rights specified in the applicable legislation or in any document, including without limitation the by-laws of the SPCs and/or of Gasmig and any stockholders' agreement.

The assignor may freely exercise the right to vote in relation to the shares fiduciarily assigned, for as long as there is no default event that has not been cured within the periods for cure specified in the Issue Deed, and the Fiduciary Assignor undertakes to comply with the by-laws of the Company, not to exercise the right to vote in any manner conflicting with the provisions in the fiduciary assignment contract or which prejudices payment and full compliance with the obligations guaranteed or compromises the guarantee constituted, and not to grant any consent, waiver or ratification nor to approve or practice any other act that in any way violates or is compatible with or prejudices any of the terms of the fiduciary assignment contract or the Issue Deed.

The Fiduciary Assignor must obtain prior express consent of the Fiduciary Agent, independently of the occurrence of any default event, to exercise its vote in relation to the following matters:

- any matters that govern the exercise of the right to withdraw, as specified in Article 136-A and 137 of the Corporate Law;
- issuance of new shares;
- reduction of the share capital of any of the companies, unless this be for absorption of losses and/or for payment of Promissory Notes of Cemig GT's 7th Issue or another debt contracted for the payment of those Promissory Notes, and subject to obedience to the Fiduciary Assignor's obligation in relation to the reinforcement of guarantee in the terms of the fiduciary assignment contract and the Deed of the 7th Debenture Issue;
- any form of stockholding reorganization of any of the Companies; and/or
- application for out-of-court reorganization, judicial recovery, application for bankruptcy and/or bankruptcy of any of the companies.

If any default event occurs that is not cured in the periods for cure specified in the Deed of the 7th Debenture Issue, the rights to receipt of any proceeds and the rights to vote that are inherent to the assets fiduciarily assigned shall become suspended, so that the Fiduciary Agent:

- shall be entitled to receipt of the profits, dividends, Interest on Equity and any other amounts paid or rights delivered in relation to the fiduciarily assigned assets up to the limit of the amount of the guaranteed obligations on which default has occurred;
- must be advised of the occurrence of any general meeting of stockholders of any of the companies on the same date as the convocation to stockholders is issued, and
- must send, by the date on which said general meeting is held, voting instructions approved by the debenture holders, in a general meeting called for the purpose, in relation to all and any matter to be decided by the Fiduciary Assignor as stockholder of the respective company/ies.

The Fiduciary Assignors' obligations in the fiduciary assignment contracts include the following:

- not to dispose of, sell, undertake to sell, assign, transfer, loan, lease, transfer to capital, institute usufruct or right of use to third parties, or by any other means dispose of the fiduciarily assigned assets, without the prior express consent of debenture holders representing at least 75% of the debentures in circulation, after a decision taken in a general meeting, in accordance with the Issue Deed;
- not to do any act that may in any way restrain, reduce or affect the efficacy of the fiduciary assignment in guarantee and the rights of the debenture holders over the fiduciarily assigned assets, and
- to deliver to the Fiduciary Agent annually, as from the date of signature of the fiduciary assignment contract (inclusive), an updated valuation opinion on the fiduciarily assigned assets.

During the period of validity of the debentures, if the Fiduciary Agent finds that the total value of the real guarantees is less than 120% of the outstanding balance, all the measures necessary for replenishment of the real guarantees shall be adopted in such a way that the said ratio is re-established, offering other guarantees among the list set out in Clause 3.5 of the Deed of the 7th Debenture Issue or any other such as is approved by the debenture holders in a general meeting.

- If the new guarantee presented is not accepted by the debenture holders, the Fiduciary Agent must, if oriented by the debenture holders in their own meeting, declare early maturity of the debentures.
- Also, when the total value of the guarantees is greater than 120% of the debtor balance, release of certain real guarantees from their respective burden may be requested, in whole or in part, in the order of priority specified in Clause 3.5.3.7 of the Issue Deed, so that the ratio in question is reduced to 120%.

The procedure for foreclosure of the credit rights and assets that have been fiduciarily assigned shall take place independently and in addition to any other execution of guarantee, real or by surety, given to the debenture holders, in such a way that the guarantees may be executed, simultaneously or in any order, without this prejudicing any right or possibility of exercising it in the future, until the complete settlement of the obligations guaranteed.

If the amount ascertained from the foreclosure of the guarantees is not enough to pay in full the obligations guaranteed and the expenses incurred in the foreclosure of the guarantees, Cemig GT and Cemig shall continue to be individually and jointly liable to pay the debtor balance found of the debentures, in the terms of the Issue Deed.

The fiduciary assignment contracts shall remain in full effect and the assigning parties shall continue to be obligated in the terms of the said contracts until the guaranteed obligations are settled in full.

- d) Signature, whenever necessary, of amendments to the fiduciary assignment contracts specified in Subclauses ‘b’ and ‘c’ of this item, in the event of any release of the real guarantees taking place.
- e) Early payment of the debtor balance under the Financing Contract with the Brazilian Development Bank (BNDES), with Cemig and Baguari Energia S.A. (‘Baguari Energia’) as consenting parties, of March 3, 2009, for use of the funds for injection into Baguari Energia, the debtor balance on which, based on the financial statements of Cemig GT at September 30, 2016, is R\$ 76.4 million, as a means of freeing Cemig GT from the obligations imposed by the BNDES for it to authorize the Company’s 7th Issue of Non-convertible Debentures.
- f) Injection in cash, into

Amazônia Energia Participações S.A. (‘Amazônia Energia’),	
of up to	six hundred and thirty seven thousand eight hundred sixty nine Reais,
due to the need for funds for running of that company;	
– increase in the share capital of Amazônia, to take place in one or more installments over 2017,	
of up to	eight hundred fifty six thousand two hundred Reais,
through issue of up to	four hundred twenty eight thousand one hundred
	nominal common shares without par value,
for issue price of	one Real each,
and up to	four hundred twenty eight thousand one hundred
	nominal preferred shares without par value,
for issue price of	one Real each,

 - and, consequently,
 - subscription and paying up of the total of the shares issued, in proportion to the participation of each one of the stockholders in the share capital of Amazônia, and
 - alteration of the head paragraph of Clause 5 of the by-laws, and their consolidation.

IV The Board canceled and replaced Board Spending Decision (CRCA) 107/2016, which deals with the first version of the 2017 budget.

V The Board appointed Planner, irrevocably, until the complete settlement of all the obligations arising from the debentures referred to above, as duly appointed attorney of the assigning parties, in the terms of Article 684 of the Civil Code, with powers, among other rights, to sign documents and carry out acts in its name for maintaining, preserving, formalizing and execution of the guarantees, as defined in the guarantee contracts.

VI The Board oriented the representatives of the Company to vote, in the Extraordinary General Meeting(s) of Amazônia in favor of the said increases in the share capital of that company, in parts or in its totality, and the consequent alteration of its by-laws, and their consolidation.

VII Withdrawn from the agenda: The following matters were withdrawn from the agenda:

- a) Signature of an amendment to contract for leasing of the Aureliano Chaves Building with Forluz (Fundação Forluminas de Seguridade Social), for inclusion of a clause of liability for payment of ordinary condominium expenses and release of additional funds for Material, Outsourced Services and Other expenses for costs of operation and maintenance, condominium expenses and implementation of infrastructure, for more detailed analysis of the question.
- b) Signature of a Private Instrument of Assumption of Debt, with Forluz, for solution of the deficit.
- c) Alteration the duties of the Deputy Chief Executive Officer and of the Chief Officer for Institutional Relations and Communication.

VIII Comments

The following made comments on subjects of interest to the Company:

The Chair;		
Board members:	Aloísio Macário Ferreira de Souza,	Marco Antônio Soares da Cunha Castello Branco;
Executive Officer:	Adézio de Almeida Lima.	

The following were present:

Board members:	José Afonso Bicalho Beltrão da Silva, Allan Kardec de Melo Ferreira, Arcângelo Eustáquio Torres Queiroz, Daniel Alves Ferreira, Helvécio Miranda Magalhães Junior, José Pais Rangel, Marco Antônio de Rezende Teixeira, Nelson José Hubner Moreira, Patrícia Gracindo Marques de Assis Bentes, Saulo Alves Pereira Junior, José João Abdalla Filho,	Aloísio Macário Ferreira de Souza, Bruno Magalhães Menicucci, Carolina Alvim Guedes Alcoforado, Samy Kopit Moscovitch, Antônio Dirceu Araújo Xavier, Carlos Fernando da Silveira Vianna, Marco Antônio Soares da Cunha Castello Branco, Luiz Guilherme Piva, Marina Rosenthal Rocha, Ricardo Wagner Righi de Toledo, Tarcísio Augusto Carneiro, Wieland Silberschneider,
Executive Officers:	Bernardo Afonso Salomão de Alvarenga, Adézio de Almeida Lima, César Vaz de Melo Fernandes, Dimas Costa	José de Araújo Lins Neto, Luís Fernando Paroli Santos, Maura Galuppo Botelho Martins, Raul Lycurgo Leite;
Secretary:	Anamaria Pugedo Frade Barros.	

Signed by: Anamaria Pugedo Frade Barros.