COMPANHIA ENERGÉTICA DE MINAS GERAIS – CEMIG

LISTED COMPANY

CNPJ 17.155.730/0001-64 – NIRE 31300040127

BOARD OF DIRECTORS

SUMMARY OF MINUTES

OF THE

608TH MEETING

Date, time and place:	October 1, 2014 at 3.50 p.m. at the company's head office, Av. Barbacena 1200, 21st Floor, Belo Horizonte, Minas Gerais, Brazil.
Meeting Committee:	Chair: Djalma Bastos de Morais; Secretary: Anamaria Pugedo Frade Barros

Summary of proceedings:

1 **Conflict of interest:** The board members listed below said they had no conflict of interest in the matter on the agenda of this meeting.

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

3 **The Board authorized:**

I) Provision of a partial, non-joint, surety guarantee by Cemig for the third issue of promissory notes by **Guanhães Energia** S.A. (the Notes) by undertaking stated on the printed Notes, in proportion to the equity interest held in that Company by Cemig Geração e Transmissão S.A. (**Cemig GT**), the characteristics of the issue being as follows:

Issuer:	Guanhães Energia S.A.
Lead Manager:	A financial institution of the Brazilian securities distribution system, to be contracted to intermediate and coordinate the issue of the Notes.
Surety guarantee:	The Notes and all the obligations under them shall have the partial and non-joint surety guarantee of **Cemig** and of **Light S.A.**, together named the Guarantors, in the proportion of the equity interests in the Issuer, of 49% e 51%, respectively held by **Cemig GT** and **Light Energia S.A.**, through guarantee stated on the printed Notes. The surety, which will be given irrevocably, will comprise the principal and all the accessory debt, with arrears interest, contractual and/or arrears penalty payments and other additions, including such costs provenly incurred by holders of Notes arising from proceedings, procedures and other measures in court or otherwise as are necessary for protection of the rights related to the Notes. The surety shall remain in effect until the full compliance by the Issuer with all the obligations arising from the issue of the Notes.
Use of funds:	a) for payment of the debt arising from the Company's 2nd issue of promissory notes and its 1st issue of debentures, b) the remaining balance (after payment of the debts in 'a' above) to supply the funding needs of the Issuer's wholly-owned subsidiaries, to be deposited in a linked account and used only after approval by the stockholders of the Issuer of an updated Business Plan of the Guanhães Project, to include detailed proposals for the Project's environmental, EPC and financial issues, and an action plan aiming to recover the original economic and financial conditions of the project approved by Cemig.
Volume of the Issue:	Two hundred million Reais.

Number of series:	One single series.
Nominal Unit Value:	Four million Reais, on the Issue Date.
Quantity:	Fifty.
Placement procedure and regime:	The distribution shall be public, with restricted distribution efforts, in accordance with CVM Instruction 476/2009 as amended, under the regime of firm guarantee of placement for the volume of two hundred million Reais, to be exercised only in the event of the demand for and actual financial subscription of the Notes by Qualified Investors being lower than the quantity of Notes actually offered, by the Issue Date.
Issue Date:	Date of the actual subscription, and payment of subscription, of the Notes, as specified on the physical Notes.
Maturity Period:	Up to one hundred eighty days from the Issue Date.
Remuneration:	The nominal unit value of the Notes will not undergo monetary updating. The Notes will pay remuneratory interest equal to 110% of the daily average of the *over extra-grupo* Interbank Deposit (*Depósitos Interfinanceiros*, or DI) Rate, expressed in the form of percentage per year, on the two hundred fifty-two business days basis, calculated and published daily by Cetip (Cetip S.A. – Mercados Organizados) in its daily bulletin available on its website (http://www.cetip.com.br)('the Remuneration'). The Remuneration will be calculated on an exponential and cumulative basis, 'pro rata temporis' by business days elapsed, on the Nominal Unit Value of each Promissory Note, from the Issue Date up to the Remuneration Payment Date, according to the criteria set out in Cetip Manual of Formulas for Notes and Bonds ("CETIP21") – which is available for consultation as stated above. These criteria will be printed on the physical Notes.
Payment of the Remuneration:	In a single payment, on the Maturity Date, or on the Date of Optional Early Redemption, or of early maturity of the Promissory Notes occurring as a result of any of the Default Events described on the printed Notes. Amortization of the Nominal Unit Value: On the same date as the Payment of the Remuneration.
Renegotiation:	None.
Optional early redemption:	The Issuer may, under Paragraphs 2, 3 and 4 of Article 7 of CVM Instruction 134/1990, at its own exclusive option, make total or partial early redemption of the Promissory Notes in circulation at any time as from 30 calendar days from the Issue Date, by payment of the Nominal Unit Value plus the Remuneration, calculated pro rata temporis from the Issue Date up to the date of actual payment, in accordance with the legislation from time to time in force, without payment of any premium to the holders of the Notes.
Place of Payment:	In accordance with the procedures of Cetip, for Notes held in electronic custody at Cetip; for holders of the Notes that are not linked to that system, at the Issuer's head office or in accordance with the procedures of the Mandated Bank, as applicable.
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 the head office of the Company, the date of payment of any obligation shall be deemed automatically 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 Cetip, in which case the extension will take place only when the date of the payment coincides with a Saturday, Sunday or national public holiday.
Arrears charges:	In the event of non-punctuality in the payment of any amount payable to the holders of the Notes, the debits in arrears shall be subject to: A non-reducible contractual compensatory arrears penalty payment of 2%; and non-compensatory arrears interest at 1% per month or fraction thereof; both being calculated on the amount due and unpaid, from the date of default until the date of actual payment, independently of advice, notification or interpolation through the courts or otherwise.

II) Signature of the legal instruments necessary for making the above-mentioned surety guarantee effective in such a way that the guarantee is existing, valid and efficacious whenever any obligation to be assumed by Issuer is not complied with; and:

III) All action necessary to put the above decisions into effect.

4) **The Board re-ratified** Board Spending Decision (CRCA) 081/204:

I) – to adjust the interest rates of Sub-credits ‘B’ and ‘D’, with alteration from ‘TJLP + 2.48’ to ‘BNDES Reference Rate (TR BNDES) + 2.48 % p.a., where TR BNDES is equal to the result of linear interpolation of the internal rates of return existing in the secondary market for Series B National Treasury Notes (NTN-Bs) applicable to the average amortization period of each portion of the ‘B’ and “d” sub-credits at the time of their utilization’; and

II) – to change the drafting of the item relating to early maturity of the debt to reflect exactly the maturity situations, as defined in the Financing Contract, to:

‘(g) Conditions of early maturity of the debt:
reduction of the headcount of the Beneficiary without compliance with Item IV of Clause 13;
inclusion, in a stockholding agreement, by-laws or articles of association of the Beneficiary, or of a company controlling it, of a provision that results in restrictions or reduction of payment capacity of the financial obligations arising from this transaction;
non-compliance with any other obligation specified in the Financing Contract; or
renewal of the Concession Contracts not having taken place by February 18, 2016 and the Beneficiary not having settled, by March 15, 2016, all the obligations arising from the Financing Contract.’

– the other provisions of that CRCA remaining unchanged.

5) The Chair made comments on a subject of interest to the Company.

The following were present:

Board members:	Djalma Bastos de Morais, Arcângelo Eustáquio Torres Queiroz, Guy Maria Villela Paschoal, João Camilo Penna, Joaquim Francisco de Castro Neto, José Pais Rangel, Paulo Roberto Reckziegel Guedes, Saulo Alves Pereira Junior,	Tadeu Barreto Guimarães, Wando Pereira Borges, Bruno Magalhães Menicucci, Newton Brandão Ferraz Ramos, Tarcísio Augusto Carneiro, Flávio Miarelli Piedade, José Augusto Gomes Campos, Marina Rosenthal Rocha;
Secretary:	Anamaria Pugedo Frade Barros.	

Anamaria Pugedo Frade Barros