

ENERGY CO OF MINAS GERAIS

Form 6-K

February 08, 2016

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 6-K

Report of foreign private issuer pursuant to rule 13a-16 or 15d-16 of the securities exchange act of 1934

For the month of February 2016

Commission File Number 1-15224

ENERGY COMPANY OF MINAS GERAIS

(Translation of Registrant's Name Into English)

Avenida Barbacena, 1200

30190-131 Belo Horizonte, Minas Gerais, Brazil

(Address of Principal Executive Offices)

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Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F ☒ Form 40-F ☐

Indicate by check mark if the registrant is submitting the Form 6-K in paper

as permitted by Regulation S-T Rule 101(b)(1): ☐

Indicate by check mark if the registrant is submitting the Form 6-K in paper

as permitted by Regulation S-T Rule 101(b)(7): ☐

Indicate by check mark whether by furnishing the information contained in this Form, the registrant is also thereby furnishing the information to the Commission pursuant to Rule 12g3-2(b) under the Securities Exchange Act of 1934.

Yes ☐ No ☒

If ☐ Yes ☐ is marked, indicate below the file number assigned to the registrant in connection with Rule 12g3-2(b): N/A

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FORWARD-LOOKING STATEMENTS

This report contains statements about expected future events and financial results that are forward-looking and subject to risks and uncertainties. Actual results could differ materially from those predicted in such forward-looking statements. Factors which may cause actual results to differ materially from those discussed herein include those risk factors set forth in our most recent Annual Report on Form 20-F filed with the Securities and Exchange Commission. CEMIG undertakes no obligation to revise these forward-looking statements to reflect events or circumstances after the date hereof, and claims the protection of the safe harbor for forward-looking statements contained in the Private Securities Litigation Reform Act of 1995.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

**COMPANHIA ENERGÉTICA DE MINAS GERAIS
CEMIG**

Date: February 8, 2016

By: /s/ Fabiano Maia Pereira

Name: Fabiano Maia Pereira

Title: Chief Officer for Finance and Investor Relations

**1. SUMMARY OF MINUTES OF THE 604TH MEETING OF THE BOARD OF DIRECTORS HELD ON
AUGUST 14, 2014**

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COMPANHIA ENERGÉTICA DE MINAS GERAIS CEMIG
LISTED COMPANY CNPJ 17.155.730/0001-64 NIRE 31300040127
BOARD OF DIRECTORS
SUMMARY OF MINUTES OF THE 604TH MEETING

Date, time and place: August 14, 2014, at 9.30 a.m., at the Company's head office.

Meeting Committee: Chair: Djalma Bastos de Moraes;

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 The Board authorized** opening of Administrative Tender Proceedings for, and contracting of, third party liability insurance for members of the Boards of Directors and Audit Boards, for Chief Officers, and for employees that act legally by delegation from the Managers, throughout the whole Cemig Group, to cover expenses of legal proceedings, fees of counsel, and indemnities arising from legal and administrative actions/proceedings, whether in plaintiff or defendant position, during and after any periods of office, arising from facts or events related to the exercise of their functions, for twelve months, able to be extended up to a limit of sixty months.
- IV The Board ratified:**
- a) Appointment of the employee César Vaz de Melo Fernandes, to be a sitting member of the Boards of Directors of Santo Antônio Energia S.A. (Saesa) and of Madeira Energia S.A. (Mesa), to serve until August 2015 or until his duly elected successor is sworn in.

- b) Signature of the First amendment to Concession Contract 14/2000 Aneel, with the federal government, through the National Electricity Agency, Aneel, to correct the voltage of the transmission lines, and change elements of the Basic Plan, for the Irapé Hydroelectric Plant.

V The Board oriented the board members appointed by the Company to vote, in meetings of the Board of Directors of Transmissora Aliança de Energia Elétrica S.A. (Taesa), in favor of;

- 1) Authorization for
to increase its share capital to:

through issuance of:

authorization for

alteration of the by-laws of ESDE:
(i) to adjust the registered share capital and number of shares to be issued by ESDE, and
(ii) to remove the requirement that members of the Board of Directors must be stockholders;
- Empresa Santos Dumont de Energia S.A. (ESDE)
fifty four million four hundred seventy nine thousand
nine hundred ninety nine Reais and fifty nine centavos,
nine million seven hundred ninety four thousand six
hundred fifty eight nominal common shares without
par value; and
Empresa Paraense de Transmissão de Energia S.A.
(ETEP) to subscribe 100% of the common shares to be
issued by ESDE; and

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- 2) authorization for
to increase its share capital to:
through issuance of
authorization for
alteration of the by-laws of Lumitrans:
(i) to reflect the share capital and the number of shares issued, and
(ii) to remove the requirement that members of the Board of Directors must be stockholders.
- 3) Authorization for
to increase its share capital to:
through issuance of
authorization for EATE
authorization for ENTE
and alteration of the bylaws of STC:
(i) to reflect the share capital and the number of shares issued by STC, and
(ii) to remove the requirement that members of the Board of Directors must be stockholders.
- Lumitrans Companhia Transmissora de Energia Elétrica (Lumitrans)
ninety three million seven hundred forty four thousand two Reais seventy six centavos,
fourteen million four hundred thirty six thousand thirty six nominal common shares without par value; and
Empresa Amazonense de Transmissão de Energia S.A. (EATE) to subscribe 80% of the common shares to be issued by Lumitrans; and
- STC Sistema de Transmissão Catarinense S.A.
two hundred fourteen million four hundred fifteen thousand nine hundred ninety nine Reais and forty four centavos,
forty eight million six hundred sixty three thousand two hundred forty six nominal common shares without par value; and
to assign the right to subscription to the 80% of the common shares to be issued by STC, referred to above, to Empresa Norte de Transmissão de Energia S.A. (ENTE); and
to subscribe said 80% of the common shares to be issued by STC;

VI Withdrawn from the agenda: The following matter was withdrawn from the agenda:
Constitution of the Ativas Proof Consortium (*Consórcio Ativas Proof*), by Ativas Data Center S.A. and Proof Serviços e Comércio de Informática Ltda., for provision of services of consultancy in security, localized security services,

support and monitoring, and implementation of an SIEM system, to the National Electricity System Operator (ONS).

VII Comments on matters of interest to the Company were made by: the Chair of the Board; Chief Officer Fernando Henrique Schüffner Neto; and General Manager Leonardo George de Magalhães.

VIII Unpaid leave: The Chair informed the Board that the Member Fuad Jorge Noman Filho has requested unpaid leave from his functions as a member of this Board of Directors of the Company, for the period from August 11 to October 31, 2014, for personal reasons, as per a letter in the Company's possession.

The following were present:

Board members:	Djalma Bastos de Moraes,	Bruno Magalhães Menicucci,
	Arcângelo Eustáquio Torres Queiroz,	Custódio Antonio de Mattos,
	Guy Maria Villela Paschoal,	Newton Brandão Ferraz Ramos,
	João Camilo Penna,	Paulo Sérgio Machado Ribeiro,
	José Pais Rangel,	Tarcísio Augusto Carneiro,
	Paulo Roberto Reckziegel Guedes,	Flávio Miarelli Piedade,
	Saulo Alves Pereira Junior,	José Augusto Gomes Campos,
	Tadeu Barreto Guimarães,	Marco Antonio Rodrigues da Cunha,
	Wando Pereira Borges,	Marina Rosenthal Rocha;
Chief Officer:	Fernando Henrique Schüffner Neto;	
General Manager:	Leonardo George Magalhães;	
Secretary:	Anamaria Pugedo Frade Barros.	
(Signed:)	Anamaria Pugedo Frade Barros.	

Commercial Board of Minas Gerais State.

I certify registry, on December 21, 2015, under Number: 5634869,

Receipt No.: 15/867.052-3.

Marinely de Paula Bomfim General Secretary.

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**2. SUMMARY OF MINUTES OF THE 650TH MEETING OF THE BOARD OF DIRECTORS HELD ON
DECEMBER 10, 2015**

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COMPANHIA ENERGÉTICA DE MINAS GERAIS CEMIG
LISTED COMPANY CNPJ 17.155.730/0001-64 NIRE 31300040127
BOARD OF DIRECTORS
SUMMARY OF MINUTES
OF THE
650TH MEETING

Date, time and place: December 10, 2015, at 8.30 a.m., at

Av. Barbacena, 1200 21st Floor, 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 matters on the agenda of the meeting.

II The Board approved the minutes of this meeting.

III The Board authorized:

(A) Provision of a surety guarantee, by statement of such guarantee printed on the physical Notes, for the
Sixth Issue of Commercial Promissory Notes by Cemig GT

(Cemig Geração e Transmissão S.A., a corporation registered with the Brazilian Securities Commission (CVM) with head office in Belo Horizonte, Minas Gerais State, Brazil at Av. Barbacena 1200, 12th floor, B1 Wing, Santo Agostinho, CEP 30190-131, registered in the CNPJ/MF under N° 06.981.176/0001-58),

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in accordance with CVM Instruction 476/2009, as amended (Instruction 476), CVM Instruction 566/20125 (Instruction 566), and other applicable regulations, having as its target public exclusively **professional investors**, as defined by Article 9-A of CVM Instruction 539/2013, as amended, including amendment by CVM Instruction 554/2014, combined with Articles 2 and 3 of CVM Instruction 476 (Professional Investors) the issue to have the following characteristics:

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Issuer: **Cemig GT.**

Managers: BB Banco de Investimento S.A. (Lead Manager),

Banco Bradesco BBI S.A. and

Caixa Econômica Federal.

Fiduciary Agent: Planner Trustee DTVM Ltda.

Surety guarantee: The promissory notes (the Notes) and all the obligations resulting from them will have the surety guarantee of **Cemig** (*Companhia Energética de Minas Gerais*), printed on each Note.

Other guarantees: In up to one hundred and eighty calendar days from the Issue Date, conditional upon prior approval by the National Electricity Agency (*Agência Nacional de Energia Elétrica* Aneel) and the Brazilian Development Bank (*Banco Nacional de Desenvolvimento Econômico e Social* BNDES), arising from legal and contractual aspects, the Notes and all the obligations resulting from them shall have the following guarantee:

Fiduciary assignment of rights to receivables arising from activities of the Hydroelectric Plants (as defined below) (Fiduciary Assignment and Assignment jointly with Surety and Guarantees), the Issuer undertaking to replace the entirety of the Notes in up to one business day from formalization of the Fiduciary Assignment, so as to cause the constitution of the Fiduciary Assignment in favor of the Fiduciary Agent, as representative of the holders of the Notes, to be inscribed on the Notes.

Use of proceeds: Payment of the first installment of the fee for grant of the concessions of hydroelectric plants of Lot D of Aneel Auction 12/2015 (the Hydroelectric Plants and the Auction), directly by the Issuer and/or indirectly through special-purpose companies that are wholly-owned subsidiaries of the Issuer.

Volume of the Issue: One billion four hundred forty million Reais.

Number of Series: The issue will have one single series only.

Nominal Unit Value: Ten thousand Reais, on the Issue Date.

Quantity of Notes: One hundred forty four.

Placement procedure and regime: The distribution shall be public, with restricted placement efforts, under the regime of firm guarantee of individual, non-joint subscription by the Managers for a volume of four hundred eighty million Reais by each Manager, comprising total volume of one billion four hundred and forty million Reais, to be exercised only in the event of the demand for and actual financial subscription of the Notes by Professional Investors being lower than the quantity of Notes actually offered, by the Settlement Date. The commitment of firm guarantee by the Managers shall obey the terms and conditions to be defined in the Contract for Structuring, Management, and Public Distribution, with Restricted Placement Efforts, under the regime of Firm Guarantee of Subscription, of Commercial Promissory Notes of the Sixth Issue by Cemig Geração e Transmissão S.A.

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Form:	The Notes will be issued in physical form and be held on deposit at the financial institution qualified to provide services of physical custody of the Notes (Mandated Bank and Custodian Bank), and will be transferable by signed endorsement simply transferring ownership. For all purposes of law ownership of the Notes shall be proven by possession of the related physical Note. Additionally, for those Notes deposited electronically at <i>Cetip S.A. Mercados Organizados</i> (<i>Cetip</i>), ownership will be proven by the statement of account issued by Cetip in the name of the holder.
Issue Date:	Date of the actual subscription, and payment of subscription, of the Notes, as specified on the physical Notes.
Form and price of subscription:	Each Note shall be paid at sight in Brazilian currency, at the Nominal Unit Value, on the date of its effective subscription, as per procedures of Cetip.
Registry for Distribution:	The Notes will be deposited for distribution in the primary market exclusively through the Asset Distribution Module (<i>Módulo de Distribuição de Ativos</i> MDA), managed and operated by Cetip, with financial settlement of the distribution through Cetip. Together with settlement, the Notes shall be deposited, in the name of the holder, in the Electronic Custody System of Cetip.
Maturity Period:	Up to three hundred and sixty days from the Issue Date.
Remuneration:	The nominal unit value of the Notes shall not undergo monetary updating. The Notes will pay remuneratory interest equal to 120% of the accumulated variation represented by the one-day <i>over extra-grupo</i> Interbank Deposit (<i>Depósitos Interfinanceiros</i> , or DI) Rate, expressed in the form of percentage per year, on the two hundred and fifty-two business days basis, calculated and published daily by Cetip 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, <i>pro rata temporis</i> , 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 the <i>Cetip21 Manual of Formulas for Notes and Bonds (Caderno de Fórmulas Notas Comerciais e Obrigações Cetip21)</i> 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 established in the Early Redemption Offer (as defined below), or of optional early redemption, or on the date on which early maturity of the Notes takes place as a result of any of the Default Events described on the printed Notes.

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Amortization of Nominal Unit Value:	In a single payment, on the Maturity Date, or on the Date established in the Early Redemption Offer (as defined below), or of optional early redemption, or on the date on which early maturity of the Notes takes place as a result of any of the Default Events described on the printed Notes.
Registry for Trading:	The Notes will be deposited for trading in the secondary market, through the <i>Cetip21 Securities</i> module, managed and operated by Cetip, with financial settlement of trades and electronic custody of the Notes carried out in Cetip. The Notes may be traded only in regulated securities markets, after 90 days from the date of each subscription or acquisition by Professional Investors, and only between Qualified Investors, in accordance with Articles 13 and 15 of CVM Instruction 476, and subject to compliance by the Issuer with the obligations stated in Article 17 of that Instruction.
Renegotiation:	None.
Early Redemption Offer:	The Issuer may, at its exclusive option and at any time from the Issue Date, upon approval by the competent bodies, make an offer for early redemption of the Notes, addressed to all holders of the Notes, without distinction, and they shall all have equal conditions to accept or not accept the offer for early redemption of the notes they hold (the Early Redemption Offer). All the stages of this process of total early redemption offer shall take place outside the ambit of Cetip. The early redemption shall take place at the Nominal Unit Value, plus the remuneration, calculated <i>pro rata temporis</i> from the Issue Date up to the actual date of the redemption. The Issuer shall notify Cetip of occurrence of the early redemption with at least two business days prior notice of the date of the event. The other terms and conditions of the Early Redemption Offer shall be detailed on the printed Notes.
Optional early redemption:	The Issuer may, in the terms of Paragraphs 2, 3 and 4 of Article 5 of CVM Instruction 566, at its exclusive option, make early redemption of the Notes in whole or in part, at its exclusive option, at any time after one hundred eighty calendar days from the Issue Date, upon payment of the Nominal Unit Value plus the Remuneration, calculated <i>pro rata temporis</i> from the Issue Date up to the date of actual redemption, in accordance with the applicable legislation, provided that it gives Cetip, the Fiduciary Agent and the holders of the Notes advance notice of five business days, without payment of any premium to the holders of the Notes. In the event of partial optional early redemption, the criterion of selection by lottery shall be adopted, in the terms of Paragraph 5 of Article 5 of CVM Instruction 566, and all the stages of this process, such as entry, qualification, counting and validation of the quantities of Notes to be redeemed shall be effected outside the ambit of Cetip. By subscribing, paying-up and/or acquiring the Notes, holders of the Notes will be giving express advance consent to unilateral optional early redemption by the Issuer.
Place of Payment:	For Notes held in electronic custody at Cetip: in accordance with the procedures of Cetip. For Notes that are not deposited electronically at Cetip: at the Issuer's head office, or in accordance with the procedures of the Mandated and Custodian Bank.
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.

Early Maturity:

Holders of the Notes may declare all the obligations arising from the Notes which they hold to be due and payable, and demand immediate payment by Issuer and/or by Guarantor (any payments made by Guarantor to be made outside the ambit of Cetip) of the Nominal Unit Value of the Notes, augmented by the Remuneration and the financial charges, both calculated *pro rata temporis*, from the Issue Date up to the date of actual payment, by letter delivered by hand with advice of receipt, or letter posted with advice of receipt service, addressed to the head office of Issuer and/or Guarantor, in any of the following events (Default Events):

- a) Liquidation, dissolution or declaration of bankruptcy of the Issuer and/or of the Guarantor; application for bankruptcy by Issuer and/or Guarantor; application for bankruptcy of Issuer and/or Guarantor made by a third party and not duly cured by deposit in court nor contested within the legal period; proposal by Issuer and/or Guarantor to any creditor or class of creditors of a plan for out-of-court recovery, whether or not court ratification of any such plan has been applied for; or application to the Court by Issuer and/or Guarantor for judicial recovery, whether or not granted by the competent judge.
- (b) Non-compliance, by Issuer and/or by Guarantor, within the specified period, with any pecuniary obligation arising from the Notes.
- (c) Early maturity of any pecuniary obligation of Issuer and/or of Guarantor arising from default on an obligation to pay any individual or aggregate amount, per legal entity, greater than one hundred million Reais or its equivalent in other currencies.
- (d) Change, transfer or assignment, direct or indirect, of stockholding control of Issuer and/or of Guarantor, unless this takes place by order of a court, without the prior consent of holders of Notes representing at least 75% of the Notes in Circulation.
- (e) Termination, for any reason, of a concession contract held by Issuer and /or by Guarantor such as represent/s an adverse material impact on the payment capacity of Issuer and/or Guarantor, except in relation to the São Simão, Jaguará or Miranda Plants.
- (f) Legitimate protest of receivables against Issuer and/or against Guarantor the global value of which, individually or jointly, exceed/s one hundred million Reais or its equivalent in other currencies, unless, within a maximum of thirty calendar days from the date of maturity of the obligation

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becoming due, either (a) the protest has been validly proven by Issuer and/or Guarantor (as the case may be) to the Fiduciary Agent to have been filed in error or due to bad faith by a third party; or (b) the protest is suspended or canceled; or (c) guarantees are given in court.

(g) Non-compliance by Issuer and/or by Guarantor, as the case may be, with any non-pecuniary obligation specified in the printed Notes, not cured within thirty calendar days from the date on which the written notice sent by the Fiduciary Agent to the Issuer is received.

(h) Omission by Issuer and/or Guarantor, as the case may be, to pay on the due date any debt or any other obligation issued by Issuer and/or Guarantor, as the case may be, under any agreement or contract to which it is party as borrower or Guarantor, involving an amount, individually or jointly, per legal entity, of one hundred million Reais or more or its equivalent in other currencies, or not to take the legal and/or judicial measures required for suspension of the payment.

(i) Privatization, merger, liquidation, dissolution, extinction, split and/or any other form of stockholding reorganization (including absorption and/or absorption of shares) by or of Issuer and/or Guarantor that results in reduction of the share capital of Issuer and/or Guarantor, unless it is by reason of an order of a Court or a regulatory order, or does not cause a change the rating of Issuer and/or Guarantor that existed on the Issue Date.

(k) Assignment, promise or any form of transfer or promise of transfer to third parties, in whole or in part, by Issuer and/or by Guarantor, of any of its/their obligations assumed under the Notes, without prior written consent of holders of Notes representing at least 75% of the Notes in Circulation.

(k) Invalidity, nullity or non-enforceability of the Notes or of their guarantee.

(l) The net proceeds of the Issue not being used strictly in the terms indicated in the item Use of Proceeds above.

(m) Existence of any false, misleading, incorrect, incomplete or insufficient statement made by Issuer and/or Guarantor in any of the documents related to the Issue.

(n) Non-compliance with any judgment by a court or in the administrative sphere against the Issuer against which there is no further appeal, the individual or aggregate amount of which is one hundred million Reais or more or its equivalent in other currencies.

- (o) Change of type of company, by Issuer and/or by Guarantor.
- (p) Challenge of the Notes in the courts by any third party, in relation to which Issuer and/or Guarantor has not taken the necessary measures to contest the effects of said challenge within the legal period from the date on which Issuer and/or Guarantor becomes aware, by regular service of process, of such challenge being filed with the Courts.
- (q) Absence of appointment of the Fiduciary Agent, within one hundred eighty days from the Issue Date, provided that the prior consent to constitution of the Fiduciary Agent has been obtained from Aneel and of the Brazilian Development Bank (BNDES).
- (r) Payment of dividends, Interest on Equity or any other payment representing interest in the profits specified in the by-laws of Issuer, if Issuer is in default with the pecuniary obligations described in the printed Notes, except for payment of the obligatory minimum dividend under Article 202 of the Corporate Law.

For the purposes of sub-item (i) above, privatization is defined as an event in which Guarantor, present direct controlling stockholder of Issuer, ceases to hold directly or indirectly the equivalent of, at least, 50% plus one share of the total voting stock of the Issuer; and/or the Government of the State of Minas Gerais, currently controlling stockholder of Guarantor, ceases directly or indirectly to hold the equivalent of, at least, 50% plus one share of the total voting stock of Guarantor.

If any of the Default Events specified in Sub-items (a), (b), (c), (d), (e), (j), (k) or (o) above takes place, maturity of the Notes shall immediately take place automatically, independently of advice or notification, in the courts or otherwise; the Fiduciary Agent must, however, immediately upon becoming aware of this, send written notice to the Issuer informing it of such event and of the early maturity of the Notes. In any of the other events indicated in the other sub-clauses above, the Fiduciary Agent must call a General Meeting of Holders of the Notes, within forty-eight hours from the date on which said Agent becomes aware of the occurrence of any of these events, to decide on non-declaration of early maturity of the Notes, which shall be decided by holders of Notes representing at least 75% of the Notes of the Issue.

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) arrears interest calculated pro rata temporis, from the date of default until the date of actual payment, of 1% per month on the amount due and unpaid, independently of advice, notification or interpolation through the courts or otherwise; and

(b) an agreed, irreducible, non-compensatory late fee of 2%, on the amount due and unpaid, independently of advice, notification or interpolation through the courts or otherwise.

As joint debtor and principal payer of all obligations arising from the Notes, up to their final settlement, Cemig undertakes to pay the obligations assumed by Issuer under the Issue.

The Surety is given by Cemig irrevocably, and shall remain in effect until full payment by Issuer of all of its obligations stated on the printed Notes.

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The Board also authorized:

After conclusion of the due administrative processes for exemption from tender, signature of all the legal instruments, and any amendments, necessary for making the above-mentioned Issue effective.

Practice of all the acts necessary to put the above decisions into effect.

The Issue to take place only after consent has been obtained from the BNDES, the Minas Gerais Coordination Chamber for State-controlled Companies, and after revision, by the Extraordinary General Meeting of Stockholders of Cemig, of the following targets:

for the Company's consolidated indebtedness as specified in Subclause a of Paragraph 7 of Clause 11 of the Company's by-laws, to 2.6 or less times the Company's Ebitda (profit before interest, taxes, depreciation and amortization);

for the consolidated ratio of (Net debt) / (Net debt + Stockholders' equity), established in Subclause b of Paragraph 7 of Clause 11 of the by-laws, to a maximum of 51%; and

for the consolidated amount of funds allocated to capital investment and acquisition of any assets in the business year, established in Subclause d of Paragraph 7 of Clause 11 of the by-laws, to a limit of 62% of Cemig's Ebitda.

- (B) Provision of a surety guarantee**, with waiver of all benefits of order, rights and options for exoneration of any type specified in Articles: 333, sole sub-paragraph; 366; 821; 827; 830; 834; 835; 837; 838 and 839, of Law 10406/2002, as amended; and in Articles 77 and 595 of Law 5869/1973, as amended, for the

Fourth Issue of Non-convertible Debentures by Cemig D

(Cemig Distribuição S.A.) in accordance with Securities Commission (CVM) Instruction 476/2009, as amended (the Issue and CVM Instruction 476, respectively), with the following characteristics:

Issuer:

Cemig D.

Managers:

Financial institutions that are part of Securities Distribution System.

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Guarantee:	The debentures and all obligations arising therefrom, principal and/or accessory, present and/or future, shall have the irrevocable surety guarantee of Companhia Energética de Minas Gerais - Cemig (the Guarantor) 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.
Fiduciary Agent:	Planner Trustee Distribuidora de Títulos e Valores Mobiliários Ltda.
Use of proceeds:	Optional early redemption of the Commercial Promissory Notes of the Issuer's 8th Issue, and payments of other debts or strengthening of the cash position.
Volume of the Issue:	One billion six hundred and fifteen million Reais, on the Issue Date (as defined below).
Nominal Unit Value:	One thousand Reais, on the Issue Date.
Number of Debentures and Number of Series:	Up to one hundred sixty one thousand Debentures, to be distributed in up to two series, through the communicating vessels structure. The existence and quantity of Debentures to be allocated to each series of the issue will be decided in accordance with the demand from investors for the Debentures, and the issuance of the Debentures of the Second Series is conditional upon distribution of at least ten thousand Debentures of the Second 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; and in the event of need for exercise of the firm guarantee this shall be exercised by the Managers individually and not jointly, and in proportion between them, only in relation to the Debentures of the First Series.
Form:	Nominal, book-entry debentures, without issuance of deposits or certificates. For all purposes of law, ownership of the Debentures shall be proven by statement issued by the Bookkeeping Institution, and additionally, in relation to the Debentures held in custody electronically at Cetip S.A. - Mercados Organizados (Cetip), the statement issued by Cetip in the name of each holder of the Debentures shall serve as proof of ownership of the Debentures.
Type:	Unsecured, with additional surety guarantee.
Convertibility:	Not convertible into shares in the Issuer.

Av. Barbacena 1200	Santo		Tel.: +55 31	Fax +55 31
Agostinho	30190-131	Belo Horizonte, MG	Brazil	3506-5024 3506-5025

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Issue Date:	December 15, 2015.
Tenor and Maturity Date:	<p>a) The Debentures of the First Series shall have maturity at three years from the Issue Date, thus maturing on December 15, 2018 (Maturity Date of the First Series); and</p> <p>b) The Debentures of the Second Series shall have a period of maturity of five years from the Issue Date, thus maturing on December 15, 2020 (the Maturity Date of the Second Series), subject, in both cases, to the possibility of Optional Early Redemption (as defined below), an Early Redemption Offer (as defined below), or early Maturity of the Debentures as a result of any Default Event (as defined below).</p>
Updating of the Nominal Unit Value:	<p>a) The Nominal Unit Value of the Debentures of the First Series will not be updated.</p> <p>b) The Nominal Unit Value of the Debentures or the balance of the Nominal Unit Value of the Second Series will be updated by the accumulated variation of the IPCA (Expanded National Consumer Price) index, calculated and published by the IBGE (Brazilian Geography and Statistics Institute), and the amount shall be automatically incorporated into the Nominal Unit Value or into the balance of the Nominal Unit Value of the Debentures of the Second Series, as the case may be (Monetary Updating of the Second Series).</p>
Remuneration:	<p>a) Remuneratory interest shall accrue to the Nominal Unit Value of the Debentures of the First Series, at a rate corresponding to 100% of the accumulated variation resulting from the average rates for one-day Interbank Deposits the <i>over extra grupo</i> DI rate expressed in the form of a percentage per year, on the 252 business days basis, calculated and published daily by Cetip, in its daily bulletin on its website (http://www.cetip.com.br), capitalized by a spread to be decided by a Bookbuilding Procedure, if carried out by the Managers, limited to 4.05% per year, on the 252 business days basis, or if a Bookbuilding procedure is not carried out by the Managers, of 4.05% per year, on the 252 business days basis (the Remuneration of the First Series).</p> <p>b) Remuneratory interest corresponding to a given percentage per year, on the 252 business days basis, equivalent to the internal rate of return on IPCA+ 2020 Treasury securities, shall apply to the updated Nominal Unit Value or to the balance of the updated Nominal Unit Value, as applicable, of the Debentures of the Second Series. This annual percentage per year shall be ascertained in accordance with the arithmetic mean of the indicative rates published by the Brazilian Association of Financial and Capital Market Entities (Anbima) on its website (http://www.anbima.com.br) at the close of the first, second and third business days immediately prior to the date of carrying out of the Bookbuilding Procedure, augmented exponentially by a spread limited to 3.50%, or in the event that the Bookbuilding Procedure is not carried out, prior to the date of this present Meeting of the Board of Directors, augmented exponentially by a spread of 3.50% (hereinafter the Remuneratory Interest of the Second series and when referred to jointly with the Monetary updating of the Second Series,</p>

the Remuneration of the Second Series).

The Bookbuilding
Procedure:

The Remuneration of the First Series and/or the Remuneration of the Second Series, as applicable, shall be calculated by the method of compound capitalization, *pro rata temporis* by business days elapsed, from the Date of Paying-Up (as defined below), or from the immediately prior date of payment of the Remuneration of the First Series and/or of the Remuneration of the Second Series, as applicable, until the day of its actual payment. At the option of the Managers and of the Issuer, the Managers may organize a procedure of collection of investment intentions so as to decide, in common agreement with the Issuer:

- a) the number of series of the Issue;
- b) the quantity of Debentures of the First Series and/or of Debentures of the Second Series to be issued; and
- c) the final rate of the Remuneration of the First Series and/or of the Remuneratory Interest of the Second Series, as applicable.

If there is a Bookbuilding Procedure, the Issuer shall ratify:

- a) the number of series of the Issue;
 - b) the quantity of Debentures of the First Series and/or of Debentures of the Second Series to be issued; and
 - c) The final rate of the Remuneration of the First Series and/or of the Remuneratory Interest of the Second Series, as the case may be, through amendment to the Private Deed of the Fourth Issue of Unsecured, Non-convertible Debentures with Additional Surety Guarantee, in up to Two Series, for Public Distribution, with Restricted Efforts, of Cemig Distribuição S.A. (the Issue Deed), which shall be filed with the Commercial Board of Minas Gerais State (*Jucemg*) and registered in the Notaries Offices for Titles and Documents of the jurisdictions where the head offices of the Issuer, the Guarantor and the Fiduciary Agent are located, without the need for further corporate approval by the Issuer and by the Guarantor.
- a) The Nominal Unit Value of the Debentures of the First Series shall be amortized in two consecutive installments, at the end of the second and third years from the Issue Date, the first becoming due on December 15, 2017, in an amount equivalent to 50% of the Nominal Unit Value of the Debentures of the First Series, and the second becoming due on December 15, 2018, in an amount equivalent to the balance of the Nominal Unit Value of the Debentures of the First Series.

Amortization of the
Nominal Unit Value:

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Payment of the
Remuneration of the
First Series and the
Remuneration of the
Second Series:

- b) The Nominal Unit Value of the Debentures of the Second Series shall be amortized in two consecutive installments, at the end of the fourth and fifth years from the Issue Date, the first becoming due on December 15, 2019, in an amount equivalent to 50% of the updated Nominal Unit Value of the Debentures of the Second Series, and the second becoming due on December 15, 2020, in the amount equivalent to the updated balance of the Nominal Unit Value of the Debentures of the Second Series.
- a) The Remuneration of the First Series will be paid annually, from the Issue Date, on the 15th day of December of each year, the first payment becoming due on December 15, 2016, and the last payment becoming due on the date of maturity of the First Series (or on a date of early settlement resulting from early maturity of the Debentures of the First Series due to one of the Default Events; or from