

CONTRACT AGREEMENT TO ADOPT DIFFERENTIATED CORPORATE GOVERNANCE PRACTICES – LEVEL I

By this instrument,

BOLSA DE VALORES DE SÃO PAULO, a civil law, not-for-profit, association, based at Rua XV de Novembro No. 275, in the city of São Paulo, in the State of São Paulo, CNPJ No. 61.694.865/0001-90, hereby represented by its General Superintendent, hereinafter simply referred to as “**BOVESPA**”; and

COMPANHIA ENERGETICA DE MINAS GERAIS – CEMIG, a private and public joint-stock company, based at Av. Barbacena No. 1200, in the city of Belo Horizonte, in the State of Minas Gerais, entered in the Brazilian Ministry of Finance Company Tax Registry (CNPJ) under no. 017.155.730/0001-64, herewith represented by its Chief Executive Officer **Djalma Bastos de Moraes**, who is Brazilian, married, an engineer, resident and domiciled at Rua Luis Silva No. 77, apto 601, in the city of Belo Horizonte, in the State of Minas Gerais, Ministry of Finance Natural Person Taxpayer Registry (CPF) no. 006.633.526-49 , and ID no. IG 911214, issued by the Army Ministry-DF, and by its Finance and Holdings Director, **Cristiano Correa de Barros**, who is Brazilian, married, an engineer, resident and domiciled at Rua Martim de Carvalho No. 410, apto. 602, in the city of Belo Horizonte, in the State of Minas Gerais, Ministry of Finance Natural Person Taxpayer Registry (CPF) No. 327.933.916-20 and bearer of ID no. M-477.965, issued by SSP-MG, hereinafter simply referred to as “**Company**”;

STATE OF MINAS GERAIS, represented by the Governor of the State of Minas Gerais, Mr. **Itamar Augusto Cautiero Franco**, who is Brazilian, divorced, an engineer, resident and domiciled at Rua Mário Toninho s/ No., Mangabeiras, in the city of Belo Horizonte, in the State of Minas Gerais, Ministry of Finance Natural Person Taxpayer Registry (CPF) No. 003.789.256-87 ID No. 2212/D, issued by CREA-MG, in its capacity as holder of shares representing control of the Company, hereinafter simply referred to as “**Controlling Shareholder**”,

Djalma Bastos de Moraes, Chairman of the Board of Directors and Chief Executive Office, Brazilian, married, an engineer, ID No. IG 911214, issued by the Army Ministry-DF registered in the Ministry of Finance Natural Person Taxpayer Registry under No. 006.633.526-49, resident and domiciled at Rua Luis Silva No. 77, apto. 601, in the city of Belo Horizonte, in the State of Minas Gerais; **Geraldo de Oliveira Faria**, Vice-Chairman of the Board of Directors, Brazilian married, accountant, ID No. M351.509, issued by SSP MG, and Ministry of Finance Natural Person Taxpayer Registry (CPF) No. 003.640.886-72, resident and domiciled at Rua Antonio de Albuquerque No. 1604, apto. 1002, in the city of Belo Horizonte, in the State of Minas Gerais, **Antonio Adriano Silva**, Brazilian, married, senior manager, ID No. M-1.411.903, issued by SSP-MG and Ministry of Finance Natural Person Taxpayer

Registry (CPF) No. 056.346.95600, resident and domiciled at Rua Veraldo Lambertuci No. 181, apto. 101, in the city of Belo Horizonte, in the State of Minas Gerais, **David Travesso Neto**, Brazilian, married, engineer. ID No. 5.294.546, issued by SSP-SP and Ministry of Finance Natural Person Taxpayer Registry (CPF) No. 880.852.288-15, resident and domiciled at Rua Tucuma No. 435, apto. 1001, in the city of São Paulo, State of São Paulo, **Ataide Vilela**, Brazilian, married, an engineer, ID No. 65.126-D, issued by CREA-MG and Ministry of Finance Natural Person Taxpayer Registry (CPF) No. 158.680.526-68, resident and domiciled at Rua das Papoulas No. 34, in the city of Passos, in the State of Minas Gerais, **Ayres Augusto Alvares da Silva Mascarenhas**, Brazilian, married, an engineer, ID No. M-736.790, issued by SSP-MG and Ministry of Finance Natural Person Taxpayer Registry (CPF) No. 047.931.025-49, resident and domiciled at Rua Guandaus n' 123, apto. 101, in the city of Belo Horizonte, in the State of Minas Gerais, **Alexandre de Paula Dupeyrat Martins**, Brazilian, unmarried, attorney-at-law, ID No. 373714, issued by SSP-RJ and Ministry of Finance Natural Person Taxpayer Registry (CPF) n' 116.759.427-49, resident and domiciled at Rua Antonio de Albuquerque No. 335, apto. 1707, in the city of Belo Horizonte, in the State of Minas Gerais, **Nelcy Pereira Pena**, Brazilian, married. attorney-at-law, ID No. M-3.240.223, issued by SSP-MG and Ministry of Finance Natural Person Taxpayer Registry (CPF) No. 011.387.156-20, resident and domiciled at Rua Rio de Janeiro No. 2017, apto. 302, in the city of Belo Horizonte, in the State of Minas Gerais, **Claudio Jose Dias Sales**, Brazilian, married, an engineer, ID No. 23.958-D, issued by CREA-RJ and Ministry of Finance Natural Person Taxpayer Registry (CPF) No. 239.946.657-87, resident and domiciled at Rua Marques de Sao Vicente no. 512, apto. 502, in the city of Rio de Janeiro, in the State of Rio de Janeiro, **Oderval Esteves Duarte Filho**, Brazilian, married, an economist, ID No. MG4.341.104, issued by SSP-MG and Ministry of Finance Natural Person Taxpayer Registry (CPF) No. 767.880.596-91, resident and domiciled at Rua Sergipe No. 1348, apto. 1904, in the city of Belo Horizonte, in the State of Minas Gerais, **Sergio Lustosa Botelho Martins**, Brazilian, married, an economist, ID No. 3.532.064, issued by IFP-RJ and Ministry of Finance Natural Person Taxpayer Registry (CPF) No. 000.021.196-68, resident and domiciled at Rua Osorio Duque Estrada No. 63, casa 21, in the city of Rio de Janeiro, in the State of Rio de Janeiro, all members of the Board of Directors; and **Guy Maria Villela Paschoal**, Vice-President, Chief Operations, Planning, Projects and Construction Officer and Chief Generation and Transmission Officer, Ministry of Finance Natural Person Taxpayer Registry (CPF) No. 000.798.806-06, resident and domiciled at Av. Bandeirantes No. 398, in the city of Belo Horizonte, in the State of Minas Gerais, **Aloisio Marcos Vasconcelos Novais**, Chief Distribution and Marketing Officer, Brazilian, married, engineer, ID No. M-788.264, issued by SSP-MG and Ministry of Finance Natural Person Taxpayer Registry (CPF) No. 011.136.156-72, resident and domiciled at Rua Passa Tempo No. 342, apto. 300, in the city of Belo Horizonte, in the State of Minas Gerais, **Cristiano Correa de Barros**, Chief Finance and Holdings Officer, Brazilian, married, engineer, ID No. M477.965, issued by SSP-MG and Ministry of Finance Natural Person Taxpayer Registry (CPF) No. 327.933.916-20, resident and domiciled at Rua Martim de Carvalho No. 410, apto. 602, in the city of

Belo Horizonte, in the State of Minas Gerais and **Stalin Amorim Duarte**, Chief Business Management Officer, Brazilian, legally separated, engineer, ID No. M501.476, issued by SSP-MG and Ministry of Finance Natural Person Taxpayer Registry (CPF) No. 062.395.366-87, resident and domiciled at Rua Pau Brasil No. 271, quadra 22, in the city of Brumadinho, in the State of Minas Gerais, all in the capacity of Senior Managers at the Company, hereinafter simply referred to as "**Senior Managers**";

WHEREAS:

(i) BOVESPA has established requirements for adopting Differentiated Corporate Governance Practices by listed publicly held companies;

(ii) the Company is interested in adopting said Practices; and

(iii) the Parties acknowledge that fulfillment of the requirements in this Contract Agreement is essential for it to work properly and that non-compliance by any Party can seriously jeopardize achievement of the goals attainable through the Differentiated Corporate Governance Practices discipline and give rise to losses not only to the Parties, but to all the companies and investors participating in such stock market,

the Parties have agreed to the provisions in the following clauses:

1. DEFINITIONS

1.1 Terms Defined. In this Agreement, the terms below, in their plural or singular form, will have the following meanings:

"Controlling Shareholder" means the shareholder or group of shareholders, bound by a shareholders' agreement, or under common control, with Controlling Power over the company.

"Selling Controlling Shareholder" means the Controlling Shareholder when the latter promotes the Sale of the Company's Control.

"Control Shares" means the block of shares that directly or indirectly assures their owners of the individual and/or shared exercise of Controlling Power over the Company;

"Senior Managers", in the singular, means the executive officers and members of the Company's Board of Directors referred to individually, and, in the plural, the Company's executive officers and members of the Board of Directors referred to jointly.

"Company Controlling Interest Disposal" means transfer of the Control Shares to a third party against payment.

"Closed Hearing" means the consultation procedure to be held prior to any material amendment to the Differentiated Corporate Governance Practices Regulation,

in order to (i) gather suggestions presented by the Companies, their Senior Managers and the Controlling Shareholder that have adhered to such Regulation, concerning the matter BOVESPA intends to amend and (ii) decide on such amendment.

“*Buyer*” means the one to whom the Selling Controlling Shareholder transfers Controlling Interest in a Company Controlling Interest Disposal.

“*Agreement*” means this Contract Agreement to Adopt Differentiated Corporate Governance Practices – Level 1.

“*CVM*” means *Comissão de Valores Mobiliários* (Brazil’s Securities Exchange Commission)

“*Party*” in the singular, means BOVESPA, the company, the controlling shareholder or the Senior Managers referred to individually or, in the plural, BOVESPA, the Company, the Controlling Shareholder and the Senior Managers referred to jointly.

“*Power of Control*” means the power effectively used to drive corporate activities and guide the way the Company’s units function, directly or indirectly, in fact or in law. There is relative presumption of ownership for the person or group of persons bound by a shareholder agreement or under common control (“controlling group”) holding shares securing the absolute majority of votes of the shareholders attending the Company’s last three general shareholder meetings, despite their not holding the shares securing the absolute majority of voting capital.

“*Differentiated Corporate Governance Practices*” means the standards and rules of corporate management set down in the Differentiated Corporate Governance Practices Regulation, whose aim is to offer shareholders of the Company listed at BOVESPA information and rights in addition to those established in the “*Lei de Sociedades por Ações*” (Corporations Law) and other existing rules.

“*Differentiated Corporate Governance Practices Regulation*” means the regulation applicable to Companies wishing to adjust to differentiated standards of corporate governance, which is an integral part of this Agreement, to form its Attachment I, whose contents the Company, the Senior Managers and the Controlling Shareholder declare having full knowledge of.

“*Senior Managers’ Statement of Consent*” means the statement by which the new Company Senior Managers take personal responsibility for acting in accordance with this Agreement and with the Differentiated Corporate Governance Practices Regulation, which are an integral part of this Agreement.

“*Controllers’ Statement of Consent*” means the statement whereby the new Shareholders, Controllers or shareholders eventually joining the Company’s control group make themselves personally accountable for acting in accordance with this Agreement and the Differentiated Corporate Governance Practices Regulation, which are an integral part of this Agreement.

“*Audit Board members’ Statement of Consent*” means the statement whereby the members of the Company’s Audit Board, when it is installed, take personal responsibility for acting in accordance with Section IX of the Differentiated Corporate Governance Practices Regulation, which is an integral part of this Agreement.

“*Economic Value*” means the value of the Company and its shares eventually set by a specialized company, using recognized methodology, or on the basis of any other criterion CVM may decide on.

2. OBJECT

2.1 Adoption of Differentiated Corporate Governance Practices. The object of this Agreement is to regulate the adoption of Differentiated Corporate Governance Practices by the company listed at BOVESPA.

3. DUTIES OF THE COMPANY, SENIOR MANAGERS AND THE CONTROLLING SHAREHOLDER

3.1 Duties of the Company and Senior Managers. Besides the requirements set by CVM, by BOVESPA and other requirements provided for in this Agreement, the Company and Senior Managers undertake to:

- (i) fully respect the terms of the Differentiated Corporate Governance Regulation and existing legislation;
- (ii) require the new members of the board of directors and the executive board to subscribe to the Senior Managers’ Statement of Consent, subjecting tenure of such offices to their signing such document, which must be made immediately available to BOVESPA;
- (iii) require the shareholder(s) joining the Company’s control group to endorse the Controllers’ Statement of Consent, subjecting transfer of enough shares for them to have Controlling Power to their signing such document, which must be made immediately available to BOVESPA;
- (iv) require any new members elected to the Audit Board to subscribe to the Audit Board’s Statement of Consent, subjecting the tenure of such offices to their signing such document, which shall be made available to BOVESPA;
- (v) adapt the Company’s bylaws to the requirements in the Differentiated Corporate Governance Practices Regulation, and keep them in force for as long as it holds the Level 1 corporate governance standard;
- (vi) keep its status with CVM as a publicly held company tradable on the stock exchange updated;
- (vii) pay fees due to BOVESPA; and
- (viii) include a resolution concerning approval of self-regulation procedures under item 9.2 of the Differentiated Corporate Governance Practices Regulation, on the agenda for the next Extraordinary General Meeting to be held in April 2002 at the latest.

3.2 Requirements of the Controlling Shareholder. Besides the requirements set by the CVM, by BOVESPA and any other requirements in this agreement, the Controlling Shareholder undertakes to:

- (i) fully respect the terms of the Differentiated Corporate Governance Practices Regulation and current legislation;
- (ii) require any shareholder(s) joining the Company's control group to endorse the Controllers' Statement of Consent, and subject the transfer of enough shares to have Controlling Power to their signing such document, which must immediately be made available to BOVESPA;
- (iii) not alter the Company's bylaws in order to exclude any of the requirements that must be maintained for as long as it retains the Level 1 corporate governance standard; and
- (iv) include a resolution concerning approval of self-regulation procedures, under item 9.2 of the Differentiated Corporate Governance Practices Regulation, on the agenda for the next Extraordinary General meeting to be held in April 2002 at the latest,.

4. REQUIREMENTS OF BOVESPA

4.1 Requirements of BOVESPA. Besides the requirements set by CVM and any other requirements set forth in this Agreement, BOVESPA undertakes to:

- (i) fully respect the terms of the Differentiated Corporate Governance Practices Regulation and existing legislation;
- (ii) adapt the Differentiated Corporate Governance Practices Regulation to changes in applicable rules by dint of alteration in existing legislation;
- (iii) advise the Company, Senior Managers and the Controlling Shareholder 30 (thirty) days prior to implementation of any amendment in the Differentiated Corporate Governance Practices Regulation;
- (iv) provide and disclose, if appropriate, the information the Company furnishes it with, under the Differentiated Corporate Governance Practices Regulation;
- (v) go about disclosing the Differentiated Corporate Governance Practices Regulation.

5. NON-FULFILLMENT OF REQUIREMENTS BY THE COMPANY, THE SENIOR MANAGERS AND THE CONTROLLING SHAREHOLDER

5.1 Notification of Non-Compliance., in order to uphold compliance with the Differentiated Corporate Governance Practices Regulation, BOVESPA will send a written notification to the Company, the Senior Managers or the Controlling Shareholder, as the case may be, who fail to comply entirely or partially with any of the requirements resulting from this Agreement, and set them a deadline to rectify such non-compliance.

5.1.1 Should non-compliance not be rectified by the deadline in the notification referred to in clause 5.1, the Company, Senior Managers or Controlling Shareholder, as the case may be, will be subject to a fine, as set forth in a specific Regulation, and also the sanctions set forth in clauses 5.4 and 5.5, regardless of any other penalties applicable under existing legislation, as well as payment of damages including loss of profit.

5.2 Fines. Regarding application of fines, the nature and seriousness of the offence, the resulting damages to the market and its participants, the benefit gained by the offender, the existence of a previous breach of any rule in this Agreement and recurrence thereof, characterized by repetition of any offence of a similar nature, will be taken into account.

5.3 Payment of Fines. The person responsible will be entitled to a 50% (fifty percent) deduction on the total amount of the fines, should they pay them up to 10 (days) after they are charged.

5.3.1 Non-payment of such fines by their due date will entail interest of 12% (twelve percent) a year and monetary correction under the General Price Index – Market (IGP-M) calculated by Fundação Getúlio Vargas foundation, or any other index replacing it, applied on an annual basis or in a shorter period if so authorized by existing legislation.

5.4 Non-Pecuniary Sanctions. Should non-compliance not be rectified by the deadline in the notification mentioned in clause 5.1, regardless of the application of the abovementioned fines, and considering the seriousness of the offence and the damages to the market and its participants, BOVESPA may decide that:

- (i) the price of the securities issued by Company's be disclosed separately, and new deadline be set and notify the company to remedy the offence; or
- (ii) negotiation of securities issued by the Company be suspended from BOVESPA, and a new deadline set, and notify the Company to remedy the offence committed.

5.4.1 In the event of clause 5.4 (i), should the Company not comply with the requirement by the stipulated deadline, BOVESPA may determine that negotiation of the Company's securities be suspended.

5.4.2 The final deadline for the sanctions in clause 5.4 will be the date on which the unfulfilled requirement is wholly complied with.

5.4.3 Suspension of trading in the Company's securities may also be determined under BOVESPA's general rules and Regulation for suspension, as well as under existing legislation.

5.4.4 Consequences of Suspension. For as long as the Company's securities are suspended for trading, under clause 5.4 (ii), the Company, the Controlling Shareholder and the Senior Managers shall continue to abide by all the requirements in this Agreement and the Differentiated Corporate Governance Practices Regulation.

5.5 Termination of Agreement. Regardless of the abovementioned fines, BOVESPA may consider this Agreement terminated should the failure to perform that led to suspension not be rectified by the deadline in the notification stated in clause 5.4 (ii).

5.5.1 Termination of the Agreement under clause 5.5 will not entail the Company's automatically losing its status as a publicly held company listed on BOVESPA, except in the event of a declaration of bankruptcy and in any other cases for cancelling its listing on the stock exchange.

5.6 Prior to any sanction or penalty this Chapter 5 is about, the person(s) responsible for non-fulfillment of requirements in this Agreement will be assured of full defense.

6. DISCONTINUANCE OF DIFFERENTIATED CORPORATE GOVERNANCE PRACTICES

6.1 Discontinuance of Differentiated Corporate Governance Practices. The Company may discontinue Differentiated Corporate Governance Practices at any time, provided such decision is (i) approved beforehand at a General Meeting by shareholders representing over half the Company's voting capital, and (ii) reported to BOVESPA in writing 30 (thirty) days in advance.

6.1.1 The Company's discontinuance of Differentiated Corporate Governance Practices will not entail its losing status at BOVESPA

6.2 Cancellation of Status as a publicly held company. Should Differentiated Corporate Governance Practices be discontinued by reason of cancellation of status as a publicly held company, all legal procedures shall be abided by.

6.3 Corporate Reorganization. Should Differentiated Corporate Governance Practices be discontinued by virtue of a corporate reorganization operation, in which the resulting company is not ranked as holding the same Level 1 of corporate governance, the Company, its Senior Managers, and the Controlling Shareholder shall have abided by the same formalities set forth in this Clause 6.

6.4 Subsequent Requirements. Discontinuing Differentiated Corporate Governance Practices will not exempt the Company, its Senior Managers and the Controlling Shareholder from complying with the duties and meeting the requirements in this Agreement and the Differentiated Corporate Governance Practices Regulation arising from facts preceding discontinuance of such Practices.

7. TERMINATION

7.1 Termination by BOVESPA. BOVESPA will consider the Agreement terminated, and advise the Company in writing to this effect, in the following cases:

- (i) total or partial non-fulfillment of any of the requirements in this Agreement, and enforce the provisions in Clause 5;
- (ii) cancellation of the Company's listing at BOVESPA;
- (iii) winding-up, liquidation, bankruptcy or extinguishment of the Company
- (iv) alteration in the Company's status with CVM for over-the-counter market trading, organized or otherwise;
- (v) cancellation of the company's status with CVM;
- (vi) should the BOVESPA stock market cease to function.

7.2. Termination by the Company. This Agreement will be deemed terminated by the Company should it choose not to proceed with Differentiated Corporate Governance Practices, as under Chapter 6, and notify BOVESPA of its intention in writing at least 30 (thirty) days in advance.

7.2.1 The notification referred to in clause 7.2 shall be accompanied by a copy of the minutes of the General Meeting deciding to discontinue Differentiated Corporate Governance Practices

8. ON GENERAL PROVISIONS

8.1 Specific Performance. The Parties acknowledge that their requirements under this Agreement are of an extraordinary, special and unique nature and that, in the event of non-compliance thereof by any of the Parties, losses and damages will be insufficient remedies. As a result, it is hereby agreed that the jeopardized Party may require the defaulting Party to specifically perform the due requirement, regardless of any appropriate fines, losses and damages and loss of profits.

8.2 Assignment. Rights in this Agreement may not be assigned to third parties without written authorization by the other Parties, requiring and binding the Parties, their heirs or successors in any capacity.

8.3 Alterations. No amendment to this Agreement will be deemed valid and effective unless made in writing and signed by all the Parties, except for amendments to the Differentiated Corporate Governance Practices Regulation where the deadline in clause 4.1 (iii) has been abided by.

8.3.1 Any material amendment to the Differentiated Corporate Governance Practices Regulation may only be made by BOVESPA, provided that there is no express manifestation to the contrary exceeding 1/3 (one third) of the participants at a Closed Hearing held by the Companies that have adhered to Level 1 and/or Level 2, as the case may be, and within a timeframe of no less than 15 (fifteen) days to be set by the General Superintendent.

8.4 Waiver. Each Party's rights in this Agreement (i) accumulate with any other legal rights, unless they expressly exclude them, and (ii) only countenance waivers that are specific and in writing. Total or partial non-exertion of any right in this contract will not entail renewal of the requirement or waiver of the respective rights by its holder.

8.5 Severability. Should any provision in this Agreement or its Attachments be considered invalid and/or ineffective, the Parties shall use their best endeavors to replace it with another with similar content and the same effects. Any invalidity and/or ineffectiveness of one or more clauses will not affect any other provisions in this Agreement.

8.6 Notifications. All notifications under this Agreement shall be made in writing and will be considered effective: (i) at once, when the Party to be notified is served personally, against receipt; or (ii) on the following day, should service of process be conveyed by fax or electronic means to the Party to be notified, provided that it is accompanied by proof of receipt of service and that the original has been sent by registered mail.

8.6.1 For the purpose of any notification, the data supplied below shall be observed by the Parties and may be altered by notification sent by one Party to the others:

BOVESPA

Att.: Gilberto Mifano
Rua XV de Novembro, 275
01013-001 São Paulo – SP
Fax no.: (11) 3233-2099
e-mail: gmifano@bovespa.com.br

CEMIG- COMPANHIA ENERGÉTICA DE MINAS GERAIS

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MEMBERS OF THE BOARD OF DIRECTORS

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At.: Alexandre de Paula Dupeyrat Martins

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EXECUTIVE BOARD

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CONTROLLING SHAREHOLDER GOVERNMENT OF THE STATE OF MINAS GERAIS

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8.7 No Liability. The requirements established in this Agreement do not entail any liability for BOVESPA, neither do they mean that BOVESPA will take on the defense of the interests of those possibly disadvantaged in view of:

- (i) abusive or unlawful acts committed by the Company, the Controlling Shareholder or Senior Management; or

(ii) material information provided by the Company, the Controlling Shareholder or Senior Managers that is false, wrong or omitted.

8.8 Applicable Law. This Agreement will be governed and construed according to Brazilian law.

8.9 Venue. The parties elect the Jurisdiction of the Judicial District of São Paulo, to the exclusion of any other, regardless of status, to settle any dispute or controversy relating to this Agreement.

The Parties sign this Agreement in 2 (two) counterparts of equal tenor, before the 2 (two) witnesses undersigned.

Belo Horizonte, October 15, 2001.

BOLSA DE VALORES DE SÃO PAULO

CEMIG- COMPANHIA ENERGÉTICA DE MINAS GERAIS

DJALMA BASTOS DE MORAIS

CRISTIANO CORREA DE BARROS

CONTROLLING SHAREHOLDER

MINAS GERAIS STATE GOVERNMENT

MEMBERS OF THE BOARD OF DIRECTORS

MEMBERS OF THE EXECUTIVE BOARD

Witness:

Witness: