

To the Honorable Mr. Justice, Judge of the 13<sup>th</sup> Civil Court of Belo Horizonte

Law Suit no. 02495 119 796 1 - Ordinary Collection Law Suit  
Estate of Gerson Bartolomeu x ELETROBRÁS

Estate of Gerson Bartolomeu and Centrais Elétricas Brasileiras S/A = ELETROBRÁS, in the court records of the above referred to ordinary collection law suit, through their lawfully appointed attorneys in fact, having reached a mutual agreement to conclude this law suit, come now to this court to present the agreement for the due homologation and cancellation of the suit.

1. The above referred law suit is brought with the purpose of discussing the form of monetary correction adopted by ELETROBRÁS for the redemption of obligations arising from ELETROBRÁS compulsory loan (ECE).

2. The parties agree to set the net and certain amount of R\$ 10,000,000.00 (ten million reais) to remunerate the main purpose under the referred to case records, including all due interests, restatements, court charges, lawyers' fees and all and any expense arising from this law suit.

3. The payment of the above mentioned amount shall be settled in 3 (three) installments, one installment of R\$ 3,000,000.00 (three million reais) within the period of 4 (four) days after the final and unappealable decision granted under this law suit; R\$ 3,500,000.00 (three million and five hundred thousand reais) within 30 (thirty) days after the first payment and the remainder balance of R\$ 3,500,000.00 (three million and five hundred thousand reais) within 60 (thirty) days after the aforementioned first payment. It is herein agreed that the non payment of any installment shall entitle the Plaintiff to proceed with the execution of the remainder balance due under these case records, irrespective of any other judicial or extrajudicial notice, notification or protest.

4. For the receipt of the amount stated in this agreement, the Plaintiff, his State, the widow holding an undivided half share in the estate and all heirs, including the respective authorization granted by the spouse required to carry out given actions, give full, general, unlimited, and irrevocable release over any past, current and/or future outstanding obligation in relation to the redemption, interests, restatement of Obligations arising from ELETROBRÁS, created by Law no. 4.156/62 – Law no. 6.404/76 and other applicable legal provisions in respect of the purpose under this law suit. The Plaintiff, his State, the widow holding an undivided half share in the estate and all heirs also waive the right to discussion or dispute of any other future legal proceeding or law suit and in progress against ELETROBRÁS in any court or tribunal, to any effect and under the mentioned ECE (compulsory loan on electric power) set for ELETROBRÁS, its form of monetary correction and interests applicable to the redemption of obligation arising from the mentioned ECE, immediately petitioning for that purpose.

5. The parties agree that ELETROBRÁS shall make the payment if the first installment within the period of 4 (four) days after the final and unappealable

decision granted on the homologation of this agreement and on the dates scheduled for the other payments, through a deposit binding to the judicial sentence issued by this Court, for immediate availability after each deposit, through the issue of official letter to the financial institution in charge of safekeeping values at Lafaiete Court House.

6. The State, the widow holding the undivided half share in the estate and all heirs, including the respective authorization granted by the spouse required to carry out given actions, as well as the lawful attorneys in fact appear in Court.

7. In witness whereof, the parties submit this agreement to court appreciation for the usual homologation procedure, concluding the law suit with subsequent closing after the final sentence and settlement of the last installment. The eventually arising court charges and expenses shall be supported by the Plaintiff.

Respectfully submitted, requests approval.

Belo Horizonte, May 18, 1999.

(illegible signature)  
(For and on behalf of) Rubens de Queiroz Torres – OAB/MG [Brazilian Bar Association] Member nº 25.316

(illegible signature)  
(For and on behalf of) José Augusto de Almeida Paiva – OAB/RJ Member nº 21.165

(illegible signature)  
(For and on behalf of) Roberto Araújo Braga – OAB/MG Member nº 28.474

(illegible signature)  
Gisava Fonseca Bartolomeu – CPF [Individual Taxpayers' Roll] no. 004.164.876-87  
Identity Card M-2.090.680 SSP/MG [State Department for Public Security – State of Minas Gerais] – Widow / Administrator of the probate state

(illegible signature)  
Gerson Bartolomeu Filho – CPF 414.467.636-68 – ID M-1.271.278 SSP/MG

(illegible signature)  
Elisa Helena Soares Bartolomeu – CPF 300.205.656-15 – ID M-885.533 SSP/MG

(illegible signature)  
João B. Fonseca Bartolomeu – CPF 420.298.726-87 – ID M-2.105.021 SSP/MG

(illegible signature)  
Walter Bartolomeu – CPF 426.130.946-72 – ID M-2.143.016 SSP/MG

(illegible signature)  
Márcia Maria Cordeiro Bartolomeu – CPF 426.130.946-72 - ID M-1.284.515 SSP/MG

(illegible signature)  
Maria Auxiliadora Bartolomeu – CPF 509.323.576-87 - ID M-2.917.798 SSP/MG

(illegible signature)

Randolpho Abreu Pereira da Silva – CPF 502.673.696-04 ID M-2.089.925 SSP/MG

(illegible signature)

Maria de Lourdes Bartolomeu Villela – CPF 402.786.546-49 - ID M-1.155.753 SSP/MG

(illegible signature)

Luiz Guilherme Coutinho Villela – CPF 319.774.996-00 - ID M-344.723 SSP/MG

(illegible signature)

Maria Lucinda Bartolomeu – CPF 730.907.436-04 - ID M-30.183 SSP/MG

(illegible signature)

Regina C. Bartolomeu Neves – CPF 076.218.096-04 - ID M-1.155.752 SSP/MG

(illegible signature)

Tarcísio Antonio Neves de Castro – CPF 076.218.096-04 - ID M-1.482.901 SSP/MG

(illegible signature)

Rosângela Bartolomeu Moreira – CPF – 118.686.786-20 - ID M-1.648.915 SSP/MG

(illegible signature)

Agostinho Dario Noronha Moreira – CPF 118.686.786-87 - ID M-1.648.915 SSP/MG

(illegible signature)

Virginia Bartolomeu Martins – CPF – 315.729.286-40 - ID M-703.243 SSP/MG

(illegible signature)

Ary Soares Martins Filho – CPF 127.365.036-00 - ID M-42.428 SSP/MG

#### COURT RECORDS CONCLUSION

On May 19, 1999, Records submitted to the Honorable Judge Dr. Luciano Pinto from the 13<sup>th</sup> Civil Court for decision.

(illegible signature)

Clerk of Court

Court records examined, etc.

I homologate the decision to produce its legal effects and purposes for the agreement executed between the parties on pages 560 to 563, the court records to remain open until the deposit relative to the last installment is made. Submit the court records to the accountant for determination of the final court charges.

Belo Horizonte, May 19, 1999.

Let it be published, recorded and notified.

(signed) Luciano Pinto