

OMEGA GERAÇÃO S.A.

Publicly-Held Company

National Corporate Taxpayers Register (CNPJ/MF) nº 09.149.503/0001-06

State Registration No. (NIRE) 31.300.093.10-7 | CVM Code 02342-6

MINUTES OF THE BOARD OF DIRECTORS EXTRAORDINARY MEETING

HELD ON SEPTEMBER 18TH, 2018

1. **DATE, TIME AND PLACE:** On this September 18th at 10:00 a.m. at the office of Omega Geração S.A. located in the City of São Paulo, State of São Paulo, at Avenida Juscelino Kubitschek, nº 1830, Tower 2, 6^o Floor, District of Itaim Bibi, Zip Code 04543-900 ("Company").
2. **CALL AND ATTENDANCE:** the call was waived as all the members of the Board of Directors are present, in the terms of the section 34 §2nd of the Company's Bylaws.
3. **TABLE:** Chairman: José Carlos Reis de Magalhães Neto, and Secretary: Alexandre Tadao Suguita.
4. **ORDER OF THE DAY:** The Board of Director's members attended the meeting in order to examine, discuss and decide on the following order of the day: **(i)** authorization to realize para the 1st (first) issue, by the Company, of commercial promissory notes, in up to 2 (two) series, in the total amount of R\$ 250.000.000,00 (two hundred fifty million reais), in which 10 (ten) commercial promissory note for the first serie ("Promissory Note for the First Serie") and 10 (ten) commercial promissory note for the second serie ("Promissory Note for the Second Serie", and, along with the Promissory Note for the First Serie, "Promissory Notes"), pursuant to the terms of Comissão de Valores Mobiliários ("CVM") Instruction nº 566, dated July 31, 2015, as amended ("CVM Instruction 566"), for the public distribution with restricted placement efforts, pursuant to the terms of CVM Instruction nº 476, dated January 16, 2009, as amended ("CVM Instruction 476") and others applicable legal and reglementary dispositions ("Issue" and "Restricted Offering", respectively); **(ii)** the grant, by the Company, of the following warranties: (1) fiduciary Assignment of the credit rights arising of the totality of the Dividends (as below defined) received by the Company due to corporate interests, presents and futures, owned in its Investee Companies (as below defined), including those companies that shall be acquired with resources coming from this Issue, (2) fiduciary Assignment of the credit rights arising from linked accounts entitled, not executed by the Company and exclusively executed by the mandatory bank in which Dividends will transit, as expected in Fiduciary Assignment's Contract (as below defined); and (3) fiduciary Assignment of the totality of the resources obtained with the Issue, that will be kept in the Issue's Bounded Account (as below defined) and unleashed to the Companies' acquisition (as below defined), in terms that should be previewed in Fiduciary Assignment Contract (as below defined); **(iii)** authorization to the officers' Company to practice all and every act, to celebrate any contracts and/or instruments necessary to release the Restricted Offering Issue and to constitute the Warranties (as below defined), including, without limitation: (a) to discuss, negotiate and define Promissory Notes' terms and conditions, as well as to sign the related Commercial Paper, the Fiduciary Assignment Contract (as below defined) and further documents necessary to the Issue, (b) to hire duly qualified banking institutions for being responsible for the mandatory banking services and custodian of the Promissory Notes' physical safekeeping, as well as for the Restricted Offering's coordination and intermediation,

under the firm warranty's rule of the placement of the of the Promissory Notes, as well as the Fiduciary Agent and B3 S.A. – Brasil, Bolsa e Balcão – CETIP UVTEM Segment (“B3”); and (c) to hire any other service provider necessary to the Issue, to the Restricted Offering and/or to the Promissory Notes; and (iv) ratification of any and every acts until so adopted by the officers' Company to the Issue's and Restricted Offering implementation.

5. **RESOLUTIONS:** After examining and discussing the order of the day, the Board of Director's members of the Company decided, unanimously, the following:

- (i) In terms of Article 6° of CVM Instruction nº 566, the Issue's and Restricted Offering's release, that shall have the following characteristics and main conditions:
 - (a) **Number of series:** The Issue shall be released in two series;
 - (b) **Issue's Total Amount:** The Issue's total amount shall be of R\$ 250.000.000,00 (two hundred and fifty million reais) (“Issue's Total Amount”);
 - (c) **Unitary Nominal Value:** The First Serie Promissory Notes' unitary nominal value shall be of R\$ 8.300.000,00 (eight million and three hundred thousand) and the Second Serie Promissory Notes' shall be of R\$ 16.700.000,00 (sixteen million seven hundred thousand) in the Issue's Date (“Unitary Nominal Value”);
 - (d) **Quantity of Promissory Notes:** It shall be issued 20 (twenty) Promissory Notes, in which 10 (ten) are First Serie Promissory Notes, and 10 (ten) are Second Serie Promissory Notes;
 - (e) **Issue's Date:** For all means, the Promissory Notes issue's date shall be the date of its effective subscription and paid-up (“Issue's Date”), as provided in the Promissory Notes' commercial paper (“Commercial Paper”);
 - (f) **Resources' Destination:** The net proceeds from the issuance shall be designated for the acquisition of 50% stake in the solar photovoltaic complex comprised of 11 plants, located in Minas Gerais state, with installed capacity of 321 MW denominated “Pirapora Complex” (“Assets”);
 - (g) **Form, Circulation and Titularity's Proof:** The Promissory Notes shall be issued under the commercial paper form and shall have its custody in authorized institution to make the physical safekeeping's custody of the Promissory Notes (“Custodian”). The Promissory Notes will circulate with full endorsement, without endorser's warranty of mere titularity's transfer. For all means, the

Promissory Notes' titularity shall be warranted by the ownership of the Commercial Notes, in terms of applicable legislation to such instrument of credit's specie. Additionally, the Promissory Note's titularity shall be proved through extract issued by B3 in name of the related owner of the Promissory Notes, to the Promissory Notes that shall be electronically placed in B3;

- (h) **Due and Expiration Date:** The First Serie Promissory Notes shall have a 24 (twenty-four) months expiration date, counted from the First Issue ("First Serie Expiration Date") and the Second Serie Promissory Note shall have a 36 months expiration date, counted from the Second Issue ("Second Serie Expiration Date", and, along with the Second Serie Expiration Date, "Expiration Dates"), except for the hypothesis of early liquidation resulting in Early Optional Repurchase (as below defined), Early Mandatory Repurchase (as below defined), and/or early expiration to be expected in such Commercial Papers;
- (i) **Subscription and payment:** The Promissory Notes' subscription price shall match the Unitary Nominal Value. The Promissory Notes shall be paid in cash in the subscription act in Issue's Date, exclusively through MDA (as below defined), in national currency. Simultaneously to the liquidation, the Promissory Notes shall be deposited under the custody system of B3. All Promissory Notes shall be subscribed and fully paid in the same date;
- (j) **Colocation System:** The Promissory Notes will be subject to public distribution with restricted distribution efforts, in accordance with CVM Instruction nº 566 and CVM Instruction nº 476, and are, therefore, automatically exempt from registration under CVM, being the public distribution executed under the firm-warranty regime of placement for all Promissory Notes, with the intermediation of an institution that is part of the securities distribution system, as the lead coordinator of the Offering ("Lead Coordinator"). Partial distribution will not be allowed in terms of the Restricted Offer;
- (k) **Monetary correction and Remuneration:** The Promissory Notes Unitary Nominal Value shall not be monetary updated. The Promissory Notes will be entitled to remuneration interest corresponding to the accrued variation of 100% (one hundred percent) of the average daily rates of 01 (one)-day inter-financial deposits named DI – Rate over extra-group, expressed as a percentage, per annum, based on 252 (two hundred and fifty-two) business days, calculated and disclosed on a daily basis by B3 ("DI Rate"), on the daily newsletter disclosed on its website (<http://www.b3.com.br>), accrued by an overrate, or spread, to be informed in the Titles for each Series, being (i) 1,70% (one and fifty per cent) for the year base 252 (two hundred and fifty-two) Business Days for the First Serie

Promissory Note; and (ii) 1,90 % (one and ninety per cent) for the year base 252 (two hundred and fifty-two) Business Days for the Second Serie Promissory Note (en bloc, "Remuneration"). The Remuneration shall be calculated on an exponential and accrued on a *pro rata temporis* for complete Business Days, from the Issue Date until the Expiration Date, the early Promissory Notes' repurchase date or the declaration date of the early expiration of the rights resulting in the incidence of a default event, as expected in the Commercial Papers, in accordance with the calculation criteria of the "Caderno de Fórmulas de Notas Comerciais - CETIP21", available at <http://www.b3.com.br>, in accordance to formulation to be replicated in Commercial Papers;

- (l) **Periodicity of Payment of the Remuneration and Nominal Unit Value of the Promissory Notes:** The Remuneration and Unit Face Value will be fully paid by the Company to the holders of the Promissory Notes in a single installment, on the respective Maturity Date or on the anticipated settled date, in case of Early Optional Repurchase, Early Mandatory Repurchase or early maturity of the Promissory Notes;

- (m) **Early Optional Full Repurchase:** The Company may, subject to the terms of §§ 2, 3 and 4 of article 5 of CVM Instruction nº 566, at any time from the Issue Date, in its sole discretion, unilaterally, without payment of the premium, to redeem in advance the entire Promissory Notes ("Early Optional Repurchase"), with the consequent cancellation of such Promissory Notes in accordance with the procedures to be provided for in the Commercial Papers. The Early Optional Repurchase shall be made at the Unit Face Value of the Promissory Notes plus the applicable Remuneration, calculated *pro rata temporis* from the Issue Date until the date of the effective Early Optional Repurchase on a single date, without the incidence of any premium, observing the procedures to be established in respective Commercial Papers, as well as the procedures of B3 for the Promissory Notes that are electronically guarded in B3. At the time of the Full Early Optional Repurchase, B3 shall be notified of its occurrence with at least 3 (three) Business Days in advance;

- (n) **Early Mandatory Repurchase:** The Company must carry out the early repurchase of all Promissory Notes ("Early Mandatory Repurchase"), as of the Issue Date, in case of transfer, sale, assignment or any form of disposal, provision, lien or liens on the Company's operating assets, except when the amounts involved, in an individual or aggregate amount, do not exceed 10% (ten percent) of the asset, as of the respective Disposal Date of the Company, as

determined in the Company's financial statements and/or quarterly financial information, which is the most recent ("Disposal of Company's Assets"), within a period of up to ten (10) Business Days counted from the Disposal of Company's Assets, on a single date, observing the procedures to be established in the respective Commercial Papers, as well as the procedures of B3 for the Promissory Notes that are electronically guarded in B3. The amount due to the Early Mandatory Repurchase shall be corresponding to the Unit Face Value plus the Remuneration calculated pro rata temporis from the Issue Date up to the date of the effective Early Repurchase Required, plus a Repurchase premium corresponding to 0.10% (ten hundredths percent), incident on the total amount of Early Mandatory Repurchase. On the occasion of the Early Mandatory Repurchase, B3 must be notified of its occurrence with at least three (3) Business Days in advance;

- (o) **Early Maturity:** in the event of any of the early maturity events to be provided in Commercial Papers, the obligations arising from the Promissory Notes may be considered as due in advance and the payment by the Company of the Unit Face Value of the Promissory Notes, plus the Remuneration, calculated pro rata temporis, from the Issue's Date to the date of actual payment and of the Late Charges (as below defined), if any, as well as any other amounts owed by the Company pursuant to the Commercial Papers;

- (p) **Distribution, Trading and Placement:** The Promissory Notes will be deposited for distribution in the primary market exclusively through the MDA – Módulo de Distribuição de Ativo ("MDA") and for trading in the secondary market through CETIP21 – Títulos e Valores Mobiliários ("CETIP21"), both managed and operationalized by B3, with the distribution and trading settled financially, and the Promissory Notes electronically guarded in B3. The Promissory Notes may only be traded on the secondary market on regulated securities markets after 90 (ninety) days from each subscription or acquisition by the professional investor, as provided in articles 13 and 15, §1st, of CVM Instruction nº 476 and observed the compliance by the Company with article 17 of CVM Instruction nº 476, except in the case provided for in article 13, item II, and sole paragraph of said article of CVM Instruction nº 476, regarding the lot of Promissory Notes object of the Exercise of the Firm Warranty by the Lead Coordinator, and in the subsequent negotiation: (i) be observed, by the acquirer, the aforementioned 90 (ninety) day trading restriction, counted from the exercise of the Firm Warranty; (ii) the Leader Coordinator observes the limits and conditions set forth in articles 2 and 3 of CVM Instruction nº 476 and other applicable legal and

regulatory provisions; and (iii) it is observed that the trading must take place under the same conditions of the Restricted Offer, and the transfer value may be updated due to the variation of the asset price in the curve;

- (q) **Warranties:** The Promissory Notes will not have endorsement. As warranty for the integral and punctual fulfillment of the principal and accessory obligations arising from the issuance of the Promissory Notes and assumed in the Promissory Notes, the Company will provide the following real warranties: **(i)** 100% (one hundred percent) fiduciary assignment of credit rights arising from all dividends to be annually received by the Company, as a result of corporate holdings held by the Company in all the companies in which it holds or will hold shareholdings, including those companies that may be acquired with funds from the Issue, as indicated in the Fiduciary Assignment Agreement (as defined below) ("Dividends" and "Invested Companies", respectively), **(ii)** fiduciary assignment of receivables arising from bank accounts held by the Company, not executed by the Company, in which the Dividends will transit, as provided in the Fiduciary Assignment Agreement; and **(iii)** fiduciary assignment of all funds obtained with the Issue, as well as of the related bank account held by the Company, not executed by the Company, in which said resources of the Issue shall be deposited ("Bound Account of the Issue"), that will be released for acquisition of the Assets (collectively, "Warranties"), subject to the terms and conditions established in the " Instrumento Particular de Cessão Fiduciária de Direitos Creditórios e Contas" ("Fiduciary Assignment Agreement"), that will constitute the Warranties;
- (r) **Payment Location:** The payments to which the holders of the Promissory Notes are entitled shall be made by the Company on the respective maturity in accordance with the procedures of B3 for the Promissory Notes that are deposited electronically in B3 or, if not deposited electronically in B3, at the Company's headquarters, or in accordance with the procedures adopted by the Mandatory Bank, as applicable;
- (s) **Moratorium Charges:** In the event of payment by the Company of any amount due to the holders of the Promissory Notes, under the terms of the Commercial Papers, in addition to the payment of the Remuneration, calculated pro rata temporis from the Issue Date, up to the effective payment date, will concern, under any and all default value, regardless of notice, notice or judicial or extrajudicial injunction (i) default interest of 1% (one percent) per month, calculated pro rata temporis, from the date of default up to the date of actual

payment, in arrears, and (ii) a conventional, irreducible and non-compensatory fine of 2% (two percent) ("Late Payment Fines");

- (t) **Extension of Time Limits:** The deadlines for the payment of any obligation set forth in the Promissory Notes will be automatically extended until the first subsequent Business Day, without any increase in the amounts to be paid. For purposes of the Issue, "Business Day" means any day except Saturday, Sunday and declared national holiday;
 - (u) **Fiduciary Agent:** The Company will appoint and establish Oliveira Trust Distribuidora de Títulos e Valores Mobiliários SA, a financial institution with a branch in the city of São Paulo, State of São Paulo, at Rua Joaquim Floriano, No. 1,052, 13th floor, Itaim Bibi, CEP 04534-004, registered with the CNPJ/MF under No. 36.113.876 / 0004-34, to act as fiduciary agent of the Issue ("Fiduciary Agent"); and
 - (v) **Other Characteristics:** the other characteristics of the Promissory Notes will be described in the Commercial Papers.
- (ii) the authorization for the Company to set up the Warranties, as well as to execute the Fiduciary Assignment Agreement and any documents related to the Warranty, in warranty of the obligations assumed in connection with the Issue;
 - (iii) authorization for the Company's Board of Executive Officers to perform any and all acts, enter into any contracts and/or instruments necessary for the execution of the Issue, Restricted Offer and the constitution of the Warranties, as well as negotiate the final characteristics of the Commercial Papers, including, without limitation: (a) to discuss, negotiate and define the terms and conditions of the Promissory Notes, observing the limits of this resolution, as well as to sign the respective Commercial Papers and other documents necessary for the realization of the Issue; (b) to contract financial institutions duly qualified to be responsible for rendering the services of Mandatory Bank and Custodian of physical custody of the Promissory Notes, as well as for the coordination and intermediation of the Restricted Offer, under the regime of Firm Warranty of placement, as well as Fiduciary Agent and B3; and (c) to contract any other service providers necessary for the Issue, the Restricted Offer and / or the Promissory Notes; and
 - (iv) Any and all acts previously adopted by the Executive Board for the implementation of the Issue and Restricted Offer were ratified.

6. **CLOSING REMARKS:** Having no further matters to be discussed, the present Minutes were drawn up and duly executed. Board: José Carlos Reis de Magalhães Neto (Chairman), Alexandre Tadao Amoroso Suguita (Secretary). Board of Director's members that attended this Extraordinary Meeting: José Carlos Reis de Magalhães Neto, Alexandre Tadao Amoroso Suguita, Antonio Augusto Torres de Bastos Filho, Gustavo Barros Mattos, Kristian Schneider Huber, Eduardo de Toledo, Gustavo Rocha Gattas and Ivan Guetta.

This is a true copy of the minutes recorded in the relevant register.

São Paulo, September 18th, 2018.

Alexandre Tadao Amoroso Suguita
Secretary