

Regarding the news story published on October 26, 2021, on the website of the broadcaster Caracol Radio <https://caracol.com.co>, according to which “EPM let the term for changing contractors expire,” EPM clarifies that from the contractual standpoint and in the framework of the task group meetings continuously held with the Contractor, and based on prior agreement between the parties, the date established in item f) of clause one of AMB 39 has been extended and is currently valid. Additionally, the interpretation given do such clause is not consistent with its textual wording nor the intention of the parties to the aforementioned AMB, because it does not provide for any peremptory deadline for defining any contract extension.

In fact, and according to the notices made listed in the following chart, EPM clarifies that the date established in item f) of clause one of AMB 39 has been extended by agreement between the parties, in the following terms:

Date of notice:	File	Reference	Sender	Contents
June 28, 2021	CE-0429	Continuity of the contract – request to extend the term to issue a statement	CONSORCIO CCCI	The date established in item f) of clause one of AMB 39 is set to July 30, 2021.
June 29, 2021	20210130113241	Response to notice CE-0429. Continuity of the contract – request to extend the term to issue a statement.	EPM	
July 29, 2021	20210130132218	Extension of the term established in item f) of clause one of	EPM	The date established

## Relevant Information



		AMB 39 – EPM Notice No. 20210130113241 dated June 29, 2021.		in item f) of clause one of AMB 39 is set to August 30, 2021.
July 30, 2021	CE-0437	Extension of the term established in item f) of clause one of AMB 39. EPM notice No. 20210130113241 dated June 29, 2021 and 20210130132218 dated July 29, 2021.	CONSORCIO CCCI	
August 30, 2021	20210130151793	Extension of the term established in item f) of clause one of AMB 39 – EPM Notice No. 20210130113241 dated June 29, 2021.	EPM	The date established in item f) of clause one of AMB 39 is set
August 30, 2021	CE-0442	Extension of the term established in item f) of clause one of AMB 39. EPM notice No. 20210130113241 dated June 29,	CONSORCIO CCCI	to September 30, 2021

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		2021 and 20210130151793 dated August 30, 2021.		
September 30, 2021	20210130173158	Extension of the term established in item f) of clause one of AMB 39	EPM	The date established in item f) of clause one of AMB 39 is set to October 30, 2021
September 30, 2021	CE-0448	Extension of the term established in item f) of clause one of AMB 39. EPM notice No. 20210130173158 dated September 30, 2021.	CONSORCIO CCCI	

Currently, EPM is processing the respective document to extend by mutual agreement the term established in notices No. 20210130173158 (EPM) and CE-0448 (CCCI) dated September 30, until November 30.

Lastly, as indicated by the CEO, that parties have indicated their interest in extending the contract; however, the terms for such extension have not yet been defined.

Separately, regarding the news story published by the newspaper El Colombiano, whose digital edition included the title “the owners of Hidroituango do not agree with changing contractors,” we must indicate that based on the provisions of the BOOMT contract, HIDROITUANGO, in its capacity of Contracting Party, has the power

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to verify fulfillment of the obligations on the account of the Contractor (EPM), and one of the mechanisms for verification is to *“issue warnings regarding the Parties’ obligations thereunder, and on the need to resolve them in a timely and efficient manner, all pursuant to the contract’s provisions.”*

It is also important to clarify that the notice by HIDROITUANGO in this contractual context must be understood as a “warning” arising from its interpretation, and that consequently the statements in reference to the “responsibility for losses in the mega-project” or possible “economic damages due to a change in contractor” are matters that, should they arise, must be assessed in light of the BOOMT contract itself, and in the event of disagreement, by the Arbitration Tribunal that the parties agreed to in said contract.

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