



EPM informs the public opinion that:

1. The contingency that took place on April 28, 2018, required EPM Group to take legal action, or to promote an out-of-court pre-judicial settlement through the National Attorney General's Office, within two years from that above date, as a condition for obtaining reimbursement for the damages. The above term was extended by the economic emergency law until August 12, 2020.
2. Consequently, the CEO of EPM Group had the legal obligation, rather than an option, of taking such actions before August 12, 2020, which was the legal deadline for doing so.
3. In view of the above, EPM Group decided to take the route of a pre-judicial settlement, rather than litigation, because it is a means for reaching a mutual agreement on any differences arising from the above contingency, summoning all the parties involved in the project, including the insurance companies: Suramericana, Chubb Seguros and Mapfre.
4. Upon expiration of the non-extendable deadline of five months granted by law for reaching a pre-judicial settlement, the process was declared to be ended without obtaining the expected settlement, particularly from the insurance company Mapfre.



5. It is important to point out that said insurer has recognized coverage for the event, and has ratified such recognition in the context of the pre-judicial proceedings. However, we continue to work on determining the claim amounts under the terms of the insurance contract, in the context that this is the world's largest claim event ever for an All Risk Construction and Assembly policy, and that it is therefore being closely followed and reviewed by the entire insurance industry.
6. It is for this reason, and no other, that it was not possible to determine an amount that would enable us to successfully complete the pre-judicial settlement process.
7. Mapfre has reiterated that its main interest is to cover all insurable losses, in accordance with the terms of the insurance policy.
8. Based on the above, EPM Group ratifies its commitment of moving forward in the technical adjustment process until it obtains payment of the losses in the framework of the insurance contract signed with the insurance company Mapfre.
9. The National Attorney General's Office, the national government and the Office of the Comptroller General of Colombia all accompanied the pre-judicial discussions process, always with the aim of ensuring the completion of the Ituango Hydroelectric Project, which is of national interest, given that it accounts for 17% of the country's electricity generation.



10. In this context, on Tuesday, January 12, the lawsuits were filed, within the legal terms, before the Administrative Court of Antioquia. In the case of the consortia, for COP 9.9 trillion, and before the Arbitration Tribunal of the Chamber of Commerce of Medellín, on the basis of the arbitration clause established in the insurance contract, in the amount of COP 5.5 trillion.

11. It should be noted that both judicial venues provide for the possibility of a mutually agreed settlement, and therefore offer the opportunity of finding a comprehensive solution for any disputes arising from the contingency.

12. EPM Group ratifies its commitment to abiding by the provisions of Colombian legislation, interpreting the criteria that will enable it to ensure fulfillment of its rights.

Medellín, January 13, 2021