



**Regarding the claim submitted by HIDROITUANGO S.A. E.S.P. related to the application of the BOOMT (build, own, operate maintain and transfer) contract penalty surcharge clause, EMP reports the following to the public:**

1. EPM replied to HIDROITUANGO S.A. E.S.P regarding this claim on the afternoon of Tuesday, October 23. In their response, EPM explains to the company that it is not appropriate to apply surcharge measures as long as it has yet to be determined whether the Ituango hydroelectric project contingency is an “Excusable Event” or not.
2. Pursuant to the above, it is concluded that the guaranteed payment obligation has not yet been determined and, therefore, it still cannot be demanded.
3. EPM reiterates its willingness to comply with all obligations listed in the BOOMT agreement, in a dialogue and negotiation environment, pursuant to all procedures and other processes stated in the agreement.

**Medellin, October 24, 2018**