

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, and the information spread by the media, EPM reports the following to the public:

1. EPM told HIDROITUANGO S.A, repeatedly, that it is not appropriate to apply surcharge measures and pay the alleged lost profit until it is determined whether the cause of the contingency of the Ituango hydroelectric project is an “Excusable Event” or not, according to what is established in the BOOMT contract.
2. According to foregoing, to this date, EPM doesn't currently have a payment obligation, since EPM's responsibility is yet to be determined, therefore, HIDROITUANGO S.A. E.S.P. can't demand such payment.
3. In the event that HIDROITUANGO S.A. E.S.P. or the DEPARTMENT OF ANTIOQUIA, as shareholders, start any legal procedures to make the aforementioned measures effective, they will be addressed in the legal and contractual context agreed by the parties in the BOOMT contract.
4. EPM reaffirms its willingness to comply with all the obligations listed in the BOOMT contract, within dialogue and negotiation scenarios, pursuant to all procedures and other clauses stated in the same agreement.

