



**NOTICE OF EVENT OF DEFAULT  
TO THE HOLDERS OF  
\$650,000,000 8.50% Senior Notes Due 2018  
of  
C.A. LA ELECTRICIDAD DE CARACAS  
Common Code 035652116  
ISIN No. XS0356521160<sup>1</sup>**

***THIS NOTICE CONTAINS IMPORTANT INFORMATION THAT IS OF INTEREST TO THE REGISTERED AND BENEFICIAL OWNERS OF THE SUBJECT SECURITIES. IF APPLICABLE, ALL DEPOSITORIES, CUSTODIANS, AND OTHER INTERMEDIARIES RECEIVING THIS NOTICE ARE REQUESTED TO EXPEDITE RE-TRANSMITTAL TO BENEFICIAL OWNERS OF THE SECURITIES IN A TIMELY MANNER. ADDITIONAL COPIES OF THIS NOTICE ARE AVAILABLE FOR THIS PURPOSE UPON REQUEST AT THE ADDRESS SET FORTH BELOW.***

Reference is made to that certain Indenture, dated as of April 10, 2008 (the “Indenture”), among C.A. Electricidad de Caracas, as issuer (the “Issuer”), Wilmington Trust, National Association, as successor to The Bank of New York, as trustee (the “Trustee”), Wilmington Trust SP Services (Luxembourg) S.A., as successor to The Bank of New York (Luxembourg) S.A., as Luxembourg paying agent and Citibank, N.A., as successor to The Bank of New York, as paying agent (the “Paying Agent”), pursuant to which the Issuer issued the \$650,000,000 8.50% Senior Notes due 2018 (the “Notes”). Capitalized terms used herein but not defined herein shall have the respective meanings set forth in the Indenture.

Pursuant to Section 2.10(c) of the Indenture, interest on the Notes shall be paid on April 10 and October 10 of each year and the principal amount of the Notes shall be repaid in full on April 10, 2018.

Please note that the Paying Agent has notified the Trustee that the interest and principal payments that were due on April 10, 2018 were not received by the Paying Agent.

Pursuant to Section 5.1(a)(i) of the Indenture, an Event of Default occurs if there is a failure to pay the principal of, or premium, if any, on any Notes, when such principal becomes due and payable, at maturity, upon redemption or otherwise. Additionally, pursuant to Section 5.1(a)(ii) of the Indenture, an Event of Default occurs if there is a failure to pay interest and Additional Amounts, if any, on any Notes when the same becomes due and payable and the default continues for a period of 30 days. As a result, (i) an Event of Default under the Indenture has occurred due to the failure to pay principal on the Notes when it became due on April 10,

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<sup>1</sup> The above CUSIP numbers are included solely for the convenience of the recipients of this notice. The Trustee is not responsible for the selection or use of the CUSIP numbers or for the accuracy of CUSIP numbers printed on the Notes or indicated in this notice.

2018 and (ii) a Default under the Indenture has occurred due to the failure to pay interest on the Notes when it became due on April 10, 2018.

Pursuant to Section 5.1(m) of the Indenture, the Required Holders shall have the right to direct the Trustee as to the time, method, and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee, with respect to the Notes. Pursuant to Section 7.1(b)(F) of the Indenture, the Trustee is under no obligation to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Trustee reserves all of the rights, powers, claims and remedies available to it under the Transaction Documents and Applicable Law. No delay or forbearance by the Trustee to exercise any right or remedy accruing under the terms of the Indenture or the other Transaction Documents, other documentation relating thereto or under Applicable Law, shall impair any such right or remedy or constitute a waiver thereof or an acquiescence therein.

Please note that this notice is not intended and should not be construed as investment, accounting, financial, legal, tax, or other advice by or on behalf of the Trustee, or its directors, officers, affiliates, attorneys, or employees. Each person or entity receiving this notice should seek the advice of its own advisors in respect of the matters set forth herein.

Holders of the Notes who wish to communicate with the Trustee should contact the Trustee in writing at the following address:

Wilmington Trust, National Association, as Trustee  
50 South Sixth Street, Suite 1290  
Minneapolis, Minnesota 55402  
Attn: Peter Finkel

Contact information for the Trustee's counsel is as follows:

Seward & Kissel LLP  
One Battery Park Plaza  
New York, NY 10004  
Attn: Gregg Bateman

The Trustee may conclude that a specific response to particular inquiries from individual Holders is not consistent with equal and full dissemination of information to all Holders. Holders should not rely on the Trustee as their sole source of information.

Dated: April 12, 2018

By: **WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Trustee**