

Item 1.01. Entry into a Definitive Material Agreement.

On May 24, 2017, The AES Corporation (“AES” or the “Company”) entered into a \$525 million credit agreement (the “Credit Agreement”), dated as of May 24, 2017, among The AES Corporation, as borrower, the banks listed therein (the “Banks”) and Barclays Bank PLC, as administrative agent (the “Agent”). The Credit Agreement provides for borrowings in an aggregate principal amount of up to \$525 million (the “Facility”; and the loans thereunder, the “Loans”). The proceeds of the Facility will be used by the Company to refinance its existing 6.75% Term Convertible Trust Securities due 2029 (the “Term Trust Convertible Securities”) and for general corporate purposes.

Borrowings under the Facility are subject to customary conditions to borrowing and will bear interest at a variable annual rate based on LIBOR plus 2.00% or Base Rate plus 1.00%. The Facility will mature on the fifth anniversary of the closing date.

Subject to the following sentence, the Facility is voluntarily prepayable from time to time without premium or penalty. AES shall pay a prepayment premium in connection with any prepayment, repayment or amendment of the Loans with the proceeds of, or any conversion of the Loan into any new or replacement or amended tranche of term loans bearing interest at an “effective” interest rate less than the “effective” interest rate applicable to the Loans, on or before the first anniversary of the closing date. Consistent with the terms of the Company’s existing revolver and term loan, the Facility is mandatorily prepayable with the net cash proceeds of certain dispositions of assets and upon the occurrence of a change of control.

The Credit Agreement also contains customary representations, covenants and events of default. Failure to meet the covenants beyond applicable grace periods could result in acceleration of the Loans and/or termination of the Facility. The foregoing is a summary of certain terms of the Credit Agreement and is neither complete nor inclusive of all material terms. The foregoing summary of the Credit Agreement is subject to, and qualified in its entirety by, the full text of the Credit Agreement, which is attached as Exhibit 10.1 and incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information provided in Item 1.01 of this Form 8-K is hereby incorporated by reference into this Item 2.03.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibit

Exhibit Number	Exhibit Description
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10.1	Credit Agreement dated as of May 24, 2017 among The AES Corporation, as borrower, the banks listed therein and Bank of America, N.A., as administrative agent.
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SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

THE AES CORPORATION

By: /s/ Zafar A. Hasan

Name: Zafar A. Hasan

Title: Vice President and Chief Corporate Counsel

Date: May 24, 2017