
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549**

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): March 15, 2018

THE AES CORPORATION

(Exact name of registrant as specified in its charter)

DELAWARE
(State or other jurisdiction
of incorporation)

001-12291
(Commission
File Number)

54-11263725
(IRS Employer
Identification No.)

**4300 Wilson Boulevard, Suite 1100
Arlington, Virginia 22203**
(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: (703) 522-1315

NOT APPLICABLE
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 3.03. Material Modification to Rights of Security Holders.

On March 15, 2018, The AES Corporation (the “Company” or “AES”) announced the results of the early settlement of its tender offer (the “Tender Offer”) to purchase for cash any and all of its outstanding 8.00% senior notes due 2020 (the “2020 Notes”) and 7.375% senior notes due 2021 (the “2021 Notes,” and, together with the 2020 Notes, the “Notes”). In conjunction with the Tender Offer, AES also commenced a solicitation of consents (the “Consent Solicitation” and, collectively with the Tender Offer, the “Offer”) to amend the indenture governing the Notes to shorten the notice requirements for optional redemption with respect to each series of the Notes from thirty days to three business days (the “Proposed Amendments”).

In connection with the Tender Offer, AES received the requisite consents of holders of each series of the Notes, and entered into a Twenty-Third Supplemental Indenture dated March 15, 2018 between the Company and Deutsche Bank Trust Company Americas, as successor to Wells Fargo Bank, N.A. and Bank One, National Association (formerly known as The First National Bank of Chicago), as Trustee (the “Trustee”), to amend the indenture governing the Notes to give effect to the Proposed Amendments (the “Supplemental Indenture”).

AES previously announced that it completed on March 15, 2018 its offering of \$500,000,000 aggregate principal amount of its 4.000% Senior Notes due 2021 and \$500,000,000 million aggregate principal amount of its 4.500% senior notes due 2023. AES used a portion of the net proceeds from the offering to finance the early settlement of the Offer and intends to use the remaining proceeds to retire outstanding indebtedness and for general corporate purposes.

The foregoing description of the Supplemental Indenture does not purport to be complete and is qualified in its entirety by reference to the Supplemental Indenture, which is filed as Exhibit 4.1 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits*

Exhibit No.	Description
4.1	<u>Twenty-Third Supplemental Indenture, dated March 15, 2018, between The AES Corporation and Deutsche Bank Trust Company Americas, as Trustee.</u>

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/ Vincent W. Mathis

Name: Vincent W. Mathis

Title: Vice President, General Counsel Operations

Date: March 16, 2017

THE AES CORPORATION

as Issuer

AND

DEUTSCHE BANK TRUST COMPANY AMERICAS

as Trustee

TWENTY-THIRD SUPPLEMENTAL INDENTURE

Dated as of March 15, 2018

TO

SENIOR INDENTURE

Dated as of December 8, 1998

8.000% Senior Notes due 2020

7.375% Senior Notes due 2021

TWENTY-THIRD SUPPLEMENTAL INDENTURE

The TWENTY-THIRD SUPPLEMENTAL INDENTURE, is dated as of this 15th day of March, 2018 (the “**Supplemental Indenture**”), between THE AES CORPORATION, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter sometimes referred to as the “**Company**”), and DEUTSCHE BANK TRUST COMPANY AMERICAS, a national banking association, as trustee (hereinafter referred to as the “**Trustee**”), as successor trustee to WELLS FARGO BANK, N.A.

WITNESSETH:

WHEREAS, the Company entered into a Senior Indenture dated as of December 8, 1998 (the “**Senior Indenture**”) between the Company and the Trustee to provide for the future issuance of its senior debentures, notes or other evidences of indebtedness (collectively, the “**Securities**”), said Securities to be issued from time to time in series as might be determined by the Company pursuant to the Senior Indenture and, in an unlimited aggregate principal amount;

WHEREAS, the Company and the Trustee have entered into a First Supplemental Indenture, a Second Supplemental Indenture, a Third Supplemental Indenture, a Fourth Supplemental Indenture, a Fifth Supplemental Indenture, a Sixth Supplemental Indenture, a Seventh Supplemental Indenture, an Eighth Supplemental Indenture, a Ninth Supplemental Indenture, a Tenth Supplemental Indenture, an Eleventh Supplemental Indenture, a Twelfth Supplemental Indenture, a Thirteenth Supplemental Indenture, a Fourteenth Supplemental Indenture, a Fifteenth Supplemental Indenture, a Sixteenth Supplemental Indenture, a Seventeenth Supplemental Indenture, an Eighteenth Supplemental Indenture, a Nineteenth Supplemental Indenture, a Twentieth Supplemental Indenture, a Twenty-First Supplemental Indenture and a Twenty-Second Supplemental Indenture providing for the creation and issuance of various series of Securities and/or amendments to the Senior Indenture (the Senior Indenture, as so amended and supplemented by the forgoing supplemental indentures and this Supplemental Indenture is hereinafter referred to as, the “**Indenture**”);

WHEREAS, Section 9.2 of the Senior Indenture provides that the Senior Indenture may be amended by the Company and the Trustee with the consent of the holders of not less than a majority in aggregate principal amount of the outstanding Securities of all series affected by such amendment (all such series voting as a separate class);

WHEREAS, the Company has distributed an Offer to Purchase and Consent Solicitation Statement, dated March 1, 2018 (the “**Offer to Purchase**”), and accompanying consent and letter of transmittal to the holders of the 8.000% Senior Notes due 2020 (the “**2020 Notes**”) and the 7.375% Senior Notes due 2021 (the “**2021 Notes**,” and, together with the 2020 Notes, the “**Notes**”) in connection with certain proposed amendments to the Indenture with respect to the Notes as described in the Offer to Purchase (the “**Proposed Amendments**”);

WHEREAS, the holders of at least a majority in principal amount of each series of the the Notes currently outstanding have duly consented to the Proposed Amendments, and the Company, in accordance with Section 9.5 of the Senior Indenture, has delivered an Opinion of Counsel to the Trustee stating that the execution of this Supplemental Indenture is permitted by the Indenture, that all requisite consents have been obtained, and that this Supplemental Indenture constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to customary exceptions.

WHEREAS pursuant to Section 9.2 of the Senior Indenture, the Company desires to execute and deliver this Supplemental Indenture, and has requested and hereby directs that the Trustee join with it in the execution and delivery of this Supplemental Indenture; and

WHEREAS, the execution and delivery of this Supplemental Indenture have been duly authorized by all necessary corporate action on the part of the Company and all conditions and requirements necessary to make this instrument a valid and binding agreement have been duly performed and complied with;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and the Trustee mutually covenant and agree, for the benefit of each other and for equal and ratable benefit of the Holders of the Notes, as follows:

ARTICLE 1 AMENDMENTS

Section 1.01. *Amendments to the Indenture and Notes* .

(a) The reference to “upon not less than 30 nor more than 60 days’ notice” in the first sentence of the first paragraph of Section 3.2 of the Senior Indenture is hereby deleted and replaced with the following: “upon not less than three Business Days’ notice.”

ARTICLE 2 MISCELLANEOUS

Section 2.01. *Effect of Supplemental Indenture* . From and after the Amendment Operative Date (as defined below), the Indenture shall be amended and supplemented with respect to the Notes in accordance herewith, and this Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered under the Indenture shall be bound thereby.

Section 2.02. *Indenture Remains in Full Force and Effect* . Except as amended and supplemented by this Supplemental Indenture, all provisions in the Indenture shall remain in full force and effect.

Section 2.03. *References to Supplemental Indenture* . Any and all notices, requests, certificates and other instruments executed and delivered after the Amendment Operative Date may refer to the Indenture without making specific reference to this Supplemental Indenture, but nevertheless all such references shall include this Supplemental Indenture unless the context requires otherwise.

Section 2.04. *Conflict with Trust Indenture Act* . If any provision of this Supplemental Indenture limits, qualifies or conflicts with any provision of the Trust Indenture Act of 1939 (the “**TIA**”) that is required under the TIA to be part of and govern any provision of this Supplemental Indenture, the provision of the TIA shall control. If any provision of this Supplemental Indenture modifies or excludes any provision of the TIA that may be so modified or excluded, the provision of the TIA shall be deemed to apply to the Indenture as so modified or to be excluded by this Supplemental Indenture, as the case may be.

Section 2.05. *Separability* . In case any provision in this Supplemental Indenture is invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

Section 2.06. *Terms Defined in the Indenture* . All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Indenture.

Section 2.07. *Headings* . The headings of the Articles and Sections of this Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part of the Indenture and in no way modify or restrict any of the terms and provisions of this Supplemental Indenture.

Section 2.08. *Benefits of Supplemental Indenture* . Nothing in this Supplemental Indenture or the Notes, express or implied, shall give to any Person, other than the parties hereto and thereto and their successors hereunder and thereunder and the holders of the Notes any benefit of any legal or equitable right, remedy or claim under the Indenture, this Supplemental Indenture or the Notes.

Section 2.09. *Successors* . All agreements of the Company in this Supplemental Indenture will bind its successors. All agreements of the Trustee in this Supplemental Indenture will bind its successors.

Section 2.10. *Duplicate Originals* . The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

Section 2.11. *Effectiveness* . This Supplemental Indenture shall become a binding agreement between the parties hereto when executed by the parties hereto. As used herein, the “ **Amendment Operative Date** ”, which is the date that the Proposed Amendments shall be operative, shall mean the date and time that the Company accepts the validly tendered Notes for purchase pursuant to, and subject to the conditions set forth in, the Offer to Purchase. If, after the date hereof, either the Offer to Purchase is terminated or withdrawn or all payments in respect of the Notes accepted for payment pursuant to the Offer to Purchase are not made as required by the Offer to Purchase, the Proposed Amendments shall have no effect and the Indenture shall be deemed to be amended so that it reads the same as it did immediately prior to the date hereof. The Company shall provide prompt written notice to the Trustee if it accepts the Notes for purchase and remits payment pursuant to the Offer to Purchase, or if the Offer to Purchase is terminated or withdrawn or all payments in respect of the Notes accepted for payment pursuant to the Offer to Purchase are not made. The Company shall cause Notes that have been purchased to be promptly delivered to the Trustee for cancellation pursuant to Section 2.11 of the Senior Indenture, and the Trustee is hereby authorized and directed to cancel such Notes upon receipt.

Section 2.12. *Further Instruments and Acts* . Upon request of the Company, the Trustee will execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purpose of this Supplemental Indenture.

Section 2.13. *Acceptance* . The Trustee accepts the amendments of the Indenture effected by this Supplemental Indenture, but on the terms and conditions set forth in the Indenture, including the terms and provisions defining and limiting the liabilities and responsibilities of the Trustee. Without limiting the generality of the foregoing, the Trustee makes no representation or warranty as to the validity or sufficiency of this Supplemental Indenture or as to the accuracy of the recitals to this Supplemental Indenture.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

THE AES CORPORATION, as the Issuer

By: /s/ Daniel Stadelmann
Name: Daniel Stadelmann
Title: Vice President and Treasurer

Attest:

By: /s/ Thomas M. O'Flynn
Name: Thomas M. O'Flynn
Title: Executive Vice President and Chief Financial Officer

DEUTSCHE BANK TRUST COMPANY AMERICAS, as
Trustee

By: Deutsche Bank National Trust Company

By: /s/ Jeffrey Schoenfeld
Name: Jeffrey Schoenfeld
Title: Vice President

By: /s/ Irina Golovaschuk
Name: Irina Golovashchuk
Title: Vice President

Attest:

By: /s/ Chris Niesz
Name: Chris Niesz
Title: Assistant Vice President

[Signature Page to the Twenty-Third Supplemental Indenture]