

**BASE PROSPECTUS DATED 17 JULY 2025**



**RED ELÉCTRICA FINANCIACIONES, SOCIEDAD ANÓNIMA UNIPERSONAL**

*(incorporated with limited liability under the laws of the Kingdom of Spain)*

Guaranteed by

**REDEIA CORPORACIÓN, SOCIEDAD ANÓNIMA**

*(incorporated with limited liability under the laws of the Kingdom of Spain)*

and

**RED ELÉCTRICA DE ESPAÑA, SOCIEDAD ANÓNIMA UNIPERSONAL**

*(incorporated with limited liability under the laws of the Kingdom of Spain)*

**EUR 5,000,000,000 Euro Medium Term Note Programme**

Under the EUR 5,000,000,000 Euro Medium Term Note Programme (the "**Programme**") described in this base prospectus (the "**Base Prospectus**"), Red Eléctrica Financiaciones, Sociedad Anónima Unipersonal (the "**Issuer**") may from time to time issue notes (the "**Notes**") denominated in any currency agreed between the Issuer and the relevant Dealer (as defined below). The payments of all amounts due in respect of the Notes will be unconditionally and irrevocably guaranteed by each of Redeia Corporación, Sociedad Anónima and Red Eléctrica de España, Sociedad Anónima Unipersonal (each a "**Guarantor**" and together the "**Guarantors**").

This Base Prospectus has been approved by the Luxembourg *Commission de Surveillance du Secteur Financier* (the "**CSSF**"), which is the Luxembourg competent authority under Regulation (EU) 2017/1129 of 14 June 2017, as amended (the "**Prospectus Regulation**"), as a base prospectus issued in compliance with Article 8(1) of the Prospectus Regulation for the purpose of giving information with regard to the issue of Notes issued under the Programme described in this Base Prospectus during the period of twelve months after the date hereof. The CSSF assumes no responsibility for the economic and financial soundness of the transactions contemplated by this Base Prospectus or the quality or solvency of the Issuer in accordance with Article 6(4) of the Luxembourg Act dated 6 July 2019 on prospectuses for securities and has only approved the Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such an approval should not be considered as an endorsement of the Issuer nor as an endorsement of the quality of any Notes that are the subject of this Base Prospectus. Investors should make their own assessment as to the suitability of investing in such Notes. This Base Prospectus is valid for a period of twelve months from the date of approval, being 17 July 2025. Applications have been made for Bearer Notes (as defined below) to be admitted during the period of twelve months after the date hereof to listing on the official list and to trading on the Regulated Market of the Luxembourg Stock Exchange. The Regulated Market of the Luxembourg Stock Exchange is a regulated market for the purposes of Directive 2014/65/EU (as amended, "**MiFID II**"). The Programme also permits Notes to be issued on the basis that they will be admitted to listing and trading on another Regulated Market for the purposes of MiFID II, in each case, as may be agreed between the Issuer and the relevant Dealer(s). References in the Base Prospectus to the Notes being "listed" (and all related references) shall mean that such Notes have been admitted to listing on the Regulated Market of the Luxembourg Stock Exchange, on the Spanish Regulated Fixed Income Securities Market ("**AIAF**") or another Regulated Market for the purposes of MiFID II, as applicable. Such approval for admission to trading relates only to the issue of Notes under the Programme during the period of twelve months after the date hereof, which are to be admitted to trading on a Regulated Market for the purposes of MiFID II and/or which are to be offered to the public in any Member State of the European Economic Area (the "**EEA**"). The Programme also permits Book-entry Notes (as defined below) to be issued on the basis that they will be admitted to trading on the AIAF.

Any notes under this Programme may be issued in uncertificated, dematerialised book-entry form (*anotaciones en cuenta*) ("**Book-entry Notes**"), or in bearer form ("**Bearer Notes**"), and together with the Book-entry Notes, the "**Notes**").

Each Series (as defined below) of Bearer Notes will be represented on issue by a temporary global note in bearer form (each a "**Temporary Global Note**") or a permanent global note in bearer form (each a "**Permanent Global Note**" and together with the Temporary Global Notes, the "**Global Notes**"). If the Global Notes are stated in the applicable Final Terms to be issued in new global note ("**NGN**") form, the Global Notes will be delivered on or prior to the original issue date of the relevant Series to a common safekeeper (the "**Common Safekeeper**") for Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking, S.A. ("**Clearstream, Luxembourg**"). Global notes which are not issued in NGN form ("**Classic Global Notes**" or "**CGNs**") will be deposited on the issue date of the relevant Series with a common depositary on behalf of Euroclear and Clearstream, Luxembourg (the "**Common Depositary**"). The provisions governing the exchange of interests in Global Notes for other Global Notes and definitive Notes are described in "*Summary of Provisions Relating to the Bearer Notes while in Global Form*".

Each Series (as defined below) of Book-entry Notes will be registered with the Spanish *Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A., Unipersonal ("Iberclear")* as managing entity of the central registry of the Spanish clearance and settlement system (the "**Spanish Central Registry**"). Consequently, no global certificates will be issued in respect of such Book-entry Notes. Clearing and settlement relating to the Book-entry Notes, as well as payment of interest and redemption of principal amounts, will be performed within Iberclear's account-based system.

Notes issued under the Programme will be rated or unrated. As at the date of the Base Prospectus, each of Fitch Ratings España, S.A.U. ("**Fitch**") and S&P Global Ratings Europe Limited ("**S&P**") has rated the Programme A- (long-term) and F1 (short-term), and A- (long-term) and A-2 (short-term), respectively. Each of Fitch and S&P is established in the European Union and is registered under the Regulation (EC) No. 1060/2009 (as amended) (the "**CRA Regulation**"). The rating Fitch has given to the Programme is endorsed by Fitch Ratings Ltd, and the rating S&P has given to the Programme is endorsed by S&P Global Ratings UK Limited. Fitch Ratings Ltd and S&P Global Ratings UK Limited are established in the UK and registered under Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**"). Series of Notes issued under the Programme may be rated or unrated. Where a Series of Notes is rated, the applicable rating(s) will be specified in the relevant Final Terms. Whether or not each credit rating applied for in relation to a relevant Series of Notes will be (1) issued or endorsed by a credit rating agency established in the EEA and registered under the CRA Regulation (or which has applied for registration and not been refused) or by a credit rating agency which is certified under the CRA Regulation and/or (2) issued or endorsed by a credit rating agency established in the UK and registered under the UK CRA Regulation or by a credit rating agency which is certified under the UK CRA Regulation will be disclosed in the Final Terms. In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the EEA and registered under the CRA Regulation or (1) the rating is provided by a credit rating agency not established in the EEA but is endorsed by a credit rating agency established in the EEA and registered under the CRA Regulation or (2) the rating is provided by a credit rating agency not established in the EEA which is certified under the CRA Regulation. In general, UK regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the UK and registered under the UK CRA Regulation or (1) the rating is provided by a credit rating agency not established in the UK but is endorsed by a credit rating agency established in the UK and registered under the UK CRA Regulation or (2) the rating is provided by a credit rating agency not established in the UK which is certified under the UK CRA Regulation.

A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

This Base Prospectus is available for inspection at [www.luxse.com](http://www.luxse.com) and [www.redeia.com](http://www.redeia.com).

**This Base Prospectus is valid for twelve months from its date of approval and for the avoidance of doubt, the Issuer shall have no obligation to supplement this Base Prospectus after the end of its twelve-month validity period. This Base Prospectus is valid from 17 July 2025 (inclusive) and will expire on 17 July 2026.**

*Investing in Notes issued under the Programme involves certain risks. The principal risk factors that may affect the abilities of the Issuer and the Guarantors to fulfil their respective obligations under the Notes are discussed under "Risk Factors" below.*

#### Arranger

**DEUTSCHE BANK**

#### Dealers

|             |   |
|-------------|---|
| BBVA        | Barclays  |
| BNP PARIBAS | CaixaBank                                       |
| Citigroup   | Deutsche Bank                                   |
| J.P. Morgan | Santander Corporate & Investment Banking (SCIB) |

17 July 2025

## TABLE OF CONTENTS

|   |     |
|---|-----|
| GENERAL DESCRIPTION OF THE PROGRAMME .....  | 4   |
| RISK FACTORS .....  | 10  |
| IMPORTANT NOTICES .....   | 23  |
| DOCUMENTS INCORPORATED BY REFERENCE .....   | 28  |
| USE OF PROCEEDS .....   | 35  |
| FINAL TERMS AND DRAWDOWN PROSPECTUSES.....  | 38  |
| FORMS OF THE BEARER NOTES .....   | 39  |
| TERMS AND CONDITIONS OF THE BEARER NOTES.....   | 41  |
| TERMS AND CONDITIONS OF THE BOOK-ENTRY NOTES.....                                       | 81  |
| FORM OF FINAL TERMS OF THE BEARER NOTES.....  | 120 |
| FORM OF FINAL TERMS OF THE BOOK-ENTRY NOTES .....                                       | 138 |
| OVERVIEW OF PROVISIONS RELATING TO THE BEARER NOTES WHILE IN GLOBAL FORM.....           | 156 |
| SUMMARY OF CLEARANCE AND SETTLEMENT PROCEDURES APPLICABLE TO BOOK-ENTRY<br>NOTES .....  | 159 |
| DESCRIPTION OF THE ISSUER.....  | 161 |
| DESCRIPTION OF REDEIA CORPORACIÓN, SOCIEDAD ANÓNIMA AND ITS CONSOLIDATED<br>GROUP ..... | 163 |
| DESCRIPTION OF RED ELÉCTRICA DE ESPAÑA, SOCIEDAD ANÓNIMA UNIPERSONAL.....               | 171 |
| TAXATION .....  | 181 |
| SUBSCRIPTION AND SALE .....   | 189 |
| GENERAL INFORMATION.....  | 193 |

## GENERAL DESCRIPTION OF THE PROGRAMME

*This overview must be read as an introduction to this Base Prospectus and any decision to invest in the Notes should be based on a consideration of the Base Prospectus as a whole, including any information incorporated by reference. Words and expressions defined in the "Terms and Conditions of the Notes" below or elsewhere in this Base Prospectus have the same meanings in this overview.*

|  |   |
|--|---|
| <b>Issuer:</b>                             | Red Eléctrica Financiaciones, Sociedad Anónima Unipersonal.   |
| <b>Guarantors:</b>                         | Redeia Corporación, Sociedad Anónima and Red Eléctrica de España, Sociedad Anónima Unipersonal.   |
| <b>Risk Factors:</b>                       | Investing in Notes issued under the Programme involves certain risks. The principal risk factors that may affect the abilities of the Issuer and the Guarantors to fulfil their respective obligations under the Notes are discussed under " <i>Risk Factors</i> ".   |
| <b>Arranger:</b>                           | Deutsche Bank Aktiengesellschaft.   |
| <b>Dealers:</b>                            | Banco Bilbao Vizcaya Argentaria, S.A., Banco Santander, S.A., Barclays Bank Ireland PLC, BNP Paribas, CaixaBank, S.A., Citigroup Global Markets Europe AG, Deutsche Bank Aktiengesellschaft, J.P. Morgan SE and any other Dealer appointed from time to time by the Issuer and the Guarantors either generally in respect of the Programme or in relation to a particular Series of Notes.  |
| <b>Fiscal Agent:</b>                       | Deutsche Bank AG, London Branch.  |
| <b>Luxembourg Listing Agent:</b>           | Deutsche Bank Luxembourg, S.A.  |
| <b>Local Paying Agent:</b>                 | Deutsche Bank S.A.E.  |
| <b>Final Terms or Drawdown Prospectus:</b> | Notes issued under the Programme may be issued either (1) pursuant to this Base Prospectus and associated Final Terms or (2) pursuant to a Drawdown Prospectus. The terms and conditions applicable to any particular Series of Notes will be the Terms and Conditions of the Notes as completed by the relevant Final Terms or, as the case may be, as supplemented and/or amended in the relevant Drawdown Prospectus.  |
| <b>Listing and Trading:</b>                | Applications have been made for Notes to be admitted during the period of twelve months after the date hereof to listing on the official list and to trading on the regulated market of the Luxembourg Stock Exchange. The Programme also permits Notes to be issued on the basis that they will be admitted to listing, trading and/or quotation by such other or further competent authorities, stock exchanges and/or quotation systems as may be agreed with the Issuer, in particular on AIAF. |
| <b>Clearing Systems:</b>                   | Euroclear and/or Clearstream, Luxembourg and/or, in relation to any Series of Bearer Notes, any other clearing system as may be specified in the relevant Final Terms and Iberclear in relation to any Series of Notes.   |
| <b>Initial Programme Amount:</b>           | Up to EUR 5,000,000,000 (or its equivalent in other currencies) aggregate principal amount of Notes outstanding and guaranteed at any one time.   |

**Rating**

The Programme has been rated A- (long-term) and F1 (short-term) by Fitch and A- (long-term) and A-2 (short-term) by S&P. Fitch and S&P are established in the EU and registered under the CRA Regulation. The rating Fitch has given to the Programme is endorsed by Fitch Ratings Ltd, and the rating S&P has given to the Programme is endorsed by S&P Global Ratings UK Limited. Fitch Ratings Ltd and S&P Global Ratings UK Limited are established in the UK and registered under the UK CRA Regulation. Series of Notes issued under the Programme may be rated or unrated. Where a Series of Notes is rated, such rating will be disclosed in the applicable Final Terms and will not necessarily be the same as the ratings assigned to the Programme. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

**Issuance in Series:**

Notes will be issued in Series. Each Series may comprise one or more Tranches issued on different issue dates. The Notes of each Series will all be subject to identical terms, except that the issue date and the amount of the first payment of interest may be different in respect of different Tranches. The Notes of each Tranche will all be subject to identical terms in all respects save that a Tranche may comprise Notes of different denominations.

**Forms of Notes:**

Bearer Notes and Book-entry Notes

**Registration, clearing, settlement, title and transfer:**

Each Tranche of Bearer Notes will initially be in the form of either a Temporary Global Note or a Permanent Global Note, in each case as specified in the relevant Final Terms. Each Global Note which is not intended to be issued in new global note form (a "**Classic Global Note**" or "**CGN**"), as specified in the relevant Final Terms, will be deposited on or around the relevant issue date with a depository or a common depository for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and each Global Note which is intended to be issued in new global note form (a "**New Global Note**" or "**NGN**"), as specified in the relevant Final Terms, will be deposited on or around the relevant issue date with a common safekeeper for Euroclear and/or Clearstream, Luxembourg. Each Temporary Global Note will be exchangeable for a Permanent Global Note or, if so specified in the relevant Final Terms, for Definitive Notes. If the TEFRA D Rules are specified in the relevant Final Terms as applicable, certification as to non-U.S. beneficial ownership will be a condition precedent to any exchange of an interest in a Temporary Global Note or receipt of any payment of interest in respect of a Temporary Global Note. Each Permanent Global Note will be exchangeable for Definitive Notes in accordance with its terms. Definitive Notes will, if interest-bearing, have Coupons attached and, if appropriate, a Talon for further Coupons.

The Book-entry Notes will be registered with Iberclear, which is the Spanish Central Securities Depository, with its registered address at Plaza de la Lealtad, 1, 28014, Madrid, Spain. Holders of a beneficial interest in the Book-entry Notes who do not have, directly or indirectly through their custodians, a participating account with Iberclear may participate in the Book-entry Notes through bridge accounts maintained by each of Euroclear and Clearstream, Luxembourg with Iberclear.

Title to the Book-entry Notes will be evidenced by book-entries and each person shown in the Spanish Central Registry managed by

Iberclear and in the registries maintained by the respective participating entities (*entidades participantes*) in Iberclear (the "**Iberclear Members**") as being the holder of the Book-entry Notes shall be considered the holder of the principal amount of the Book-entry Notes recorded therein. The "**Holder**" of a Book-entry Note means the person in whose name such Note is for the time being registered in the Spanish Central Registry managed by Iberclear or, as the case may be, the relevant Iberclear Member accounting book and "**Noteholder**" shall be construed accordingly and when appropriate, means owners of a beneficial interest in the Book-entry Notes.

The Book-entry Notes will be issued without any restrictions on their free transferability. Consequently, the Book-entry Notes may be transferred and title to the Book-entry Notes may pass (subject to Spanish law and to compliance with all applicable rules, restrictions and requirements of Iberclear or, as the case may be, the relevant Iberclear Member) upon registration in the relevant registry of each Iberclear Member and / or Iberclear itself, as applicable. Each Holder will be treated as the legitimate owner (*titular legítimo*) of the relevant Book-entry Notes for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest or any writing on, or the theft or loss of, the Certificate issued in respect of it) and no person will be liable for so treating the Holder.

|   |  |
|---|--|
| <b>Currencies:</b>                      | Notes may be denominated in any currency or currencies, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements.  |
| <b>Status of the Notes:</b>             | Notes will be issued on an unsubordinated basis.   |
| <b>Status of the Deed of Guarantee:</b> | Notes will be unconditionally and irrevocably guaranteed by the Guarantors, on an unsubordinated basis, as set out in a deed of guarantee dated 13 June 2022 (the " <b>Deed of Guarantee</b> ").   |
| <b>Issue Price:</b>                     | Notes may be issued at any price, as specified in the relevant Final Terms. The price and amount of Notes to be issued under the Programme will be determined by the Issuer, the Guarantors and the relevant Dealer(s) at the time of issue in accordance with prevailing market conditions.   |
| <b>Maturities:</b>                      | <p>Any maturity, subject, in relation to specific currencies, to compliance with all applicable legal and/or regulatory and/or central bank requirements.</p> <p>Where Notes have a maturity of less than one year and either (a) the issue proceeds are received by the Issuer in the United Kingdom or (b) the activity of issuing the Notes is carried on from an establishment maintained by the Issuer in the United Kingdom, such Notes must: (i) have a minimum redemption value of £100,000 (or its equivalent in other currencies) and be issued only to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses; or (ii) be issued in other circumstances which do not constitute a contravention of Section 19 of the FSMA by the Issuer.</p> |

|   |   |
|---|---|
| <b>Payments in respect of Book-entry Notes:</b> | Payments in respect of the Book-entry Notes (in terms of both principal and interest) will be made by transfer to the registered account of the relevant Holder maintained by or on behalf of it with a bank that has access to the T2 system, details of which appear in the records of Iberclear or, as the case may be, the relevant Iberclear Member at close of business on the day immediately preceding the Business Day on which the payment of principal or interest, as the case may be, falls due. Holders must rely on the procedures of Iberclear or, as the case may be, the relevant Iberclear Member to receive payments under the relevant Notes. None of the Issuer or the Paying Agent or, if applicable, the Dealers will have any responsibility or liability for the records relating to payments made in respect of the Notes. |
| <b>Redemption:</b>                              | Notes may be redeemable at par or at such other Redemption Amount, which shall not be less than par, as may be specified in the relevant Final Terms.   |
| <b>Optional Redemption:</b>                     | Notes may be redeemed before their stated maturity at the option of the Issuer (either in whole or in part) and/or the Noteholders to the extent (if at all) specified in the relevant Final Terms, as further described in Conditions 8(c) ( <i>Redemption at the option of the Issuer</i> ) and 8(e) ( <i>Redemption at the option of the Noteholders</i> ), respectively.  |
| <b>Residual Maturity Redemption:</b>            | Notes may be redeemed at their principal amount plus accrued interest within the last three months (in the case of Notes with a maturity of not more than ten years) or within the last six months (in the case of Notes with a maturity of more than ten years) before their stated maturity at the option of the Issuer (in whole but not in part) to the extent (if at all) specified in the relevant Final Terms, as further described in Condition 8(g) ( <i>Residual Maturity Call Option</i> ).  |
| <b>Substantial Purchase Event Redemption:</b>   | In addition, if the relevant Final Terms so specify, the Issuer shall have the option, in the event of a Substantial Purchase Event, to redeem or purchase the relevant Notes at their principal amount plus accrued interest, as further described in Condition 8(f) ( <i>Redemption following a Substantial Purchase Event</i> ).   |
| <b>Tax Redemption:</b>                          | Except as described in "Optional Redemption" above, early redemption will only be permitted for tax reasons as described in Condition 8(b) ( <i>Redemption and Purchase – Redemption for tax reasons</i> ).   |
| <b>Interest:</b>                                | Notes may be interest-bearing or non-interest bearing. Interest (if any) may accrue at a fixed rate or a floating rate and the method of calculating interest may vary between the issue date and the maturity date of the relevant Series.   |

**Denominations:**

Notes will be issued in such denominations as may be agreed between the Issuer and the relevant Dealers and as indicated in the applicable Final Terms save that the minimum denomination of each Note will be such as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the specified currency and save that (a) the minimum denomination of each Note admitted to trading on a regulated market within the European Economic Area or within the United Kingdom or offered to the public in a Member State of the European Economic Area or in the United Kingdom in circumstances which would otherwise require the publication of a prospectus under the Prospectus Regulation will be EUR 100,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency); and (b) unless otherwise permitted by then current laws and regulations Notes which have a maturity of less than one year from their date of issue will have a minimum denomination of £100,000 (or its equivalent in another currency).

**Negative Pledge:**

The Notes will have the benefit of a negative pledge as described in Condition 5 (*Negative Pledge*).

**Cross-Default:**

The Notes will have the benefit of a cross default as described in Condition 11(c) (*Events of Default - Cross-Default of Issuer or Guarantors*).

**Taxation:**

All payments in respect of Notes will be made free and clear of withholding taxes of the Kingdom of Spain, as the case may be, unless the withholding is required by law. In that event, the Issuer will (subject as provided in Condition 10 (*Taxation*)) pay such additional amounts as will result in the Noteholders receiving such amounts as they would have received in respect of such Notes had no such withholding been required.

In addition to certain customary exceptions, no such additional amounts shall be payable to holders of Notes in respect of whose Bearer Notes the Issuer or the Guarantors do not receive such information from the Fiscal Agent in a timely manner as may be required in order to comply with the applicable Spanish tax reporting obligations (see "*Terms and Conditions of the Instruments - Taxation*" and "*Taxation - Taxation in Spain - Information about the Notes in Connection with Payments*").

**Governing Law:**

Bearer Notes: The formalities relating to the issue of the Notes, their legal nature (*obligaciones*), the status of the Notes and the status of the Guarantee of the Notes (Condition 4 (*Status of the Notes and Guarantee*)), the capacity of the Issuer and of the Guarantors, the relevant corporate resolutions and all non-contractual obligations arising out of or in connection with any of the above shall be governed by Spanish law. Subject as provided above, the terms and conditions of the Notes, the Fiscal Agency Agreement and the Deed of Covenant and all non-contractual obligations arising from or in connection with the Notes, Receipts, Coupons, Talons, Fiscal Agency Agreement and Deed of Covenant are governed by English law.



Book-entry Notes: The formalities relating to the issue of the Notes, their legal nature (*obligaciones*), the form, denomination, title and transfer of the Notes (Condition 3 (*Form, Denomination and Title*)), the status of the Notes and the status of the Guarantee of the Notes (Condition 4 (*Status of the Notes and Guarantee*)), the capacity of the Issuer and of the Guarantors, the relevant corporate resolutions and all non-contractual obligations arising out of or in connection with any of the above shall be governed by Spanish law. Subject as provided above, the terms and conditions of the Notes, the Fiscal Agency Agreement and the Deed of Covenant and all non-contractual obligations arising from or in connection with the Notes, the Fiscal Agency Agreement and the Deed of Covenant are governed by English law.

**Enforcement of Bearer Notes in Global Form:**

In the case of Global Notes, persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in the relevant Global Note will acquire rights directly against the Issuer, governed by a Deed of Covenant dated 13 June 2022, a copy of which will be available for inspection at the specified office of the Fiscal Agent.

**Selling Restrictions:**

For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of offering material in the United States of America, EEA and UK Retail Investors, the United Kingdom, the Kingdom of Spain, Japan, Switzerland and Singapore, see "*Subscription and Sale*".

## RISK FACTORS

*Any investment in the Notes is subject to a number of risks. Prior to investing in the Notes, prospective investors should carefully consider risk factors associated with any investment in the Notes, the business of the Issuer and the Guarantors and the industry in which each of them operates together with all other information contained in the Base Prospectus, including, in particular the risk factors described below. Words and expressions defined in the "Terms and Conditions of the Notes" below or elsewhere in this Base Prospectus have the same meanings in this section.*

*The following is a list or explanation of the risks that may affect the ability of the Issuer to fulfil its obligations or which investors may face when making an investment in the Notes that Issuer and the Guarantors believe to be the most relevant to an assessment by a prospective investor of whether to consider an investment in the Notes as of the date of the Base Prospectus. The risks described below are the detailed risks the Issuer and the Guarantors actually consider specific to the Group, organized considering their probability and materiality or negative impact, in the event that any of those risks occur. If any of the following risks actually materialize, the Group's business, financial condition, results of operations and business prospects could be materially adversely affected. You should carefully consider the following risk factors and the other information contained in the Base Prospectus before making an investment decision. Additional risks and uncertainties relating to the Issuer and the Guarantors that are not currently known to the Issuer or the Guarantors, or that such entity currently deems immaterial, which have not been included herein below in accordance with the Prospectus Regulation, may individually or cumulatively also have a material adverse effect on the business, prospects, results of operations and/or financial position of the Issuer and the Guarantors and, if any such risk should occur, the price of the Notes may decline and investors could lose all or part of their investment.*

*Investors, before investing in the Notes, should consult with its own legal, regulatory, tax, financial and accounting advisors to the extent it considers necessary in order to determine and consider carefully whether an investment in the Notes is a fit, proper and suitable investment for them in light of the information in the Base Prospectus and their personal circumstances.*

### **Risks related to the Issuer**

#### ***The Issuer is a finance vehicle***

The Issuer is not an operating company. The Issuer is a finance vehicle established by Redeia Corporación, S.A. for the purpose of issuing notes and other financial instruments and on-lending the proceeds to the members of the Group. The Issuer is therefore dependent upon other members of the Group paying interest on and repaying their loans in a timely fashion. Should any member of the Group fail to pay interest on or repay any loan in a timely fashion this circumstance could have a material adverse effect on the ability of the Issuer to fulfil its obligations under the Notes issued under the Programme.

### **Risks related to the Group**

#### **A) Legal and regulatory risks**

***The activities of the Group are subject to extensive regulation in the jurisdictions in which the Group companies operate, and certain regulatory and tax changes could have a material adverse effect on its business, financial condition and results of operation***

The main activity of Redeia Corporación, S.A., parent company of the Issuer, and its subsidiaries (the "Group" or "Redeia") is the transmission of electricity and the operation of the electricity network in Spain. This activity is carried out by Red Eléctrica de España, Sociedad Anónima Unipersonal ("Red Eléctrica") as an electricity transmission system operator ("TSO"). This activity and the remuneration received by it for the services it provides are subject to numerous EU and Spanish laws and regulations including, amongst others, Law 24/2013, of 26 December, of the Electricity Sector (hereinafter, "Law 24/2013"). As of 31 December 2024, the provision of electricity transmission services and the operation of the Spanish national electricity grid accounted for 87 per cent. (89 per cent. as of 31 December 2023) of the Group's consolidated revenues and the assets related to the provision of these services represented on that date 61 per cent. (73 per cent. as of 31 December 2023) of the Group's consolidated total assets.

Any material changes to this extensive regulatory framework and to the remuneration system, and specifically to the financial remuneration rate, may adversely affect Red Eléctrica and the Group's business, financial position and results.

Additionally, any non-compliance by Red Eléctrica with the applicable laws and regulations currently in force in relation to its activities could lead to sanctions or penalties of monetary or other nature being imposed by the regulator and to facing potential liability to third parties due to any damage or loss caused. Should Red Eléctrica face any sanctions, penalties or claims, the Group's cash flow, business, financial condition and results of operation could be materially adversely affected.

Since 2022, as a result of the Russian invasion of Ukraine, energy prices in Europe and, to a lesser extent, in other geographies, experienced a significant increase. European Member States applied different measures to tackle the impact of this increase for domestic consumers. The Spanish government has been particularly active in this respect and enacted several new rules to mitigate the impact generated by the Russian invasion of Ukraine in the energy sector. Any further legal or regulatory measures to limit the energy prices or affect the regulatory framework or the remuneration system may have an impact on Redeia's business prospects, financial condition and results of operations.

Lastly, the Group's presence in various jurisdictions increases its exposure to regulatory and interpretative changes in tax laws and regulations, which could, among other things, lead to (i) an increase in the types of tax to which the Group is subject, including in response to the demands of various political forces such as the regulation of a minimum effective tax rate introduced in the Spanish Corporate Income Tax Law and the Non-Residents Income Tax Law by Law 22/2021, of 28 December, on the General State Budget for 2022, with effects as of 1 January, 2022 (i.e. the minimum net tax liability is, generally, 15 per cent. of the tax base), (ii) changes in the calculation of tax bases, and exemptions therefrom, such as provided in the Spanish Corporate Income Tax Law (as defined herein) to limit the exemption for dividends and capital gains from domestic and foreign subsidiaries to 95 per cent., which would mean that 5 per cent. of the dividends and capital gains of Group companies in Spain will be subject to, and not exempt from corporate tax or the limitation established on the use of losses in tax groups for corporate income tax purposes that has been extended for fiscal year 2025 (so that, when aggregating the tax bases of the entities in the group, only 50 per cent. of the losses will be used; and the losses that have not been used may be offset over the next ten years for this purpose) or (iii) the creation of new taxes, like the common financial transaction tax ("FTT") in the proposed Tax Directive of the European Commission for the Financial Transactions Tax (which would tax the acquisitions of certain securities negotiated in markets where the Group operates), may have adverse effects on the business, financial condition and results of operations of the Group.

## **B) Risks related to the Group's business activities and industry**

### ***Risks associated with the Group's operation, management and construction of transmission grid and telecommunications facilities***

In its role as a global operator of strategic infrastructure, Redeia operates, manages and builds multiple electricity transmission and network technical facilities.

One of the effects of the Russian invasion of Ukraine is the consequential slowdown of some of the activities of the Group's global activities. The region in conflict is very important in terms of commodities, especially those related to energy, the development of high-value technological products and industrial processes and the agri-food chain. Moreover, the conflict is occurring at a time when, in general terms, there are low global inventories of these products and the imposed decarbonisation agenda is forcing a gradual shift to a new energy matrix and production processes. The confluence of the above factors, if prolonged over time, increases the likelihood of a supply shock that may have a negative impact on inflation forecasts, which in turn may have adverse effects on the business, financial condition and results of operations of the Group.

The operation and management of technical electricity and telecommunications facilities are costly, and the Group may not be able to continue to conduct this activity on cost-effective economic terms in the future.

Furthermore, this activity is exposed, to risks beyond the Group's control including, but not limited to, natural disasters or extreme weather conditions, as well as to other operational risks. Such risks include, amongst others, interconnection issues, grid overload or malfunction, power outages and blackouts, accidents and defects or failures in machinery or control systems or components of them that may damage the Group's facilities and cause interruptions in the provision of electricity transmission and telecommunication services and, in turn, require high repair or alternative transmission channel costs. The materialisation of the above-mentioned risks inherent to the Group's activities may result in the filing of claims by public authorities or third parties. If the Group is unable to respond appropriately to any adverse events damaging its facilities, interrupting its activities or materialising any of above-mentioned risks or if the Group is unable to continue to operate and manage facilities at acceptable cost

levels, the Group's business prospects, financial condition and results of operations may be materially adversely affected.

On 28 April 2025, a severe incident occurred that affected the normal operation of the electrical system on the Iberian Peninsula. Redeia, together with certain other electricity companies, was able to restore the electricity supply to most affected areas during the course of that day and the following night. Both the government of Spain and Redeia have issued unilateral reports to clarify the reasons behind the incident. According to both the government of Spain and Redeia, the blackout resulted from a convergence of multiple factors. As at the date of this Base Prospectus, the attribution of legal responsibilities is pending and subject to further investigation.

The Group companies have taken out various insurance policies to cover the risks to which the companies are exposed through their activities, mainly damages that could be caused to the Group companies' facilities and possible claims that might be lodged by third parties due to the companies' activities. Nonetheless, the amounts for which the Group companies are insured may not be sufficient to cover any incurred losses in their entirety, or the formalised insurance policies may not provide coverage for certain damaging events. In particular, if the causes of the 28 April 2025 incident are ultimately determined to be the result of operational or other factors attributed to Redeia and/or one or more Group entities, and if the Group's insurance policies are insufficient to cover the possible resulting claims, this could have a material adverse effect on Redeia's business prospects, financial conditions and results of operations. In addition, if that were the case, Redeia could incur administrative sanctions or other penalties and the Group's reputation could be damaged.

Additionally, regarding Red Eléctrica, its ability to increase revenues derived from its business as an electricity system operator, transmission agent and transmission network manager depends, due to the capital-intensive nature of this activity, on investments being made in new transmission infrastructure. In this respect, Red Eléctrica has been entrusted with the development and expansion of the high-voltage transmission network in Spain in order to guarantee the maintenance and improvement of the national electricity grid. As of 31 December 2024, investments for the development of the Spanish transmission network amounted to EUR 976.3 million, compared with EUR 744.6 million in 2023, and were directed at addressing supply security and stability, resolving technical restrictions, executing specific projects for international and inter-island submarine interconnections and provide access for the evacuation of renewable power. A variety of factors may affect the Group's capacity to build new facilities including, but not limited to, delays in obtaining regulatory approvals or environmental permits; shortages or changes in the price of equipment, supplies or labour; opposition from local groups, political groups or other stakeholders; adverse meteorological conditions, natural disasters, accidents or other unforeseen incidents which could delay completion of facilities.

Therefore, any changes in the approved planning for the construction of new facilities, delays or standstills in projects under development caused by impediments in the obtainal of environmental and/or administrative authorisations, licences and similar permits, opposition from political groups or other organisations, or changes in the political climate or in the regulatory framework, or any increased costs in the construction of new facilities due to variations in the financial or goods and services markets could materially adversely affect the Group's reputation, business prospects, financial condition and results of operations.

***The Group's business and finances are influenced by macroeconomic and political conditions, especially those affecting the Spanish economy as the operations of the Group are heavily concentrated in Spain***

The Group's business performance is influenced by the macroeconomic and political and economic conditions of the countries in which it operates, particularly Spain, where the Group concentrates most of its operations. Any adverse changes affecting the Spanish economy or the economy of the other countries in which the Group operates could have a negative impact on its revenues and/or increase its financing costs, circumstances that could have a material adverse effect on the Group's business prospects, financial condition and results of operations.

The aftermath of the COVID-19 pandemic brought a rise in the price of commodities, particularly energy, and the emergence of disruptions in global supply chains which caused a significant upturn in inflationary pressures in many developed countries, including Spain and other markets where Redeia operates. This situation was exacerbated by the Russian invasion of Ukraine in February 2022 and the subsequent armed conflict, which further increased commodity prices, adding to supply disruptions, increasing inflation and contributing to tighter financial conditions and market volatility. Since February 2025, the United States government has implemented, or announced its intention to implement, tariffs on goods imported to the United States, from, amongst others, the European Union, China, Canada or Mexico. Any geopolitical tensions such as those resulting from the war in Ukraine, the broader tensions in the Middle East, including those related to the continuing conflict between Israel and the Palestinian Territory of Gaza, or other international conflicts, or any international trade tensions such as

those resulting from any additional import tariffs implemented in the United States or any retaliatory tariffs imposed by other governments in response thereto, may adversely impact the economic environment in which Redeia operates, result in volatile capital markets or otherwise adversely affect financing conditions, any of which could have a material adverse effect on the business prospects, financial condition and results of operations of Redeia

As a result of the invasion of Ukraine, the European Union (the "EU"), EU member states, Canada, Japan, the United Kingdom and the United States, among others, have developed and continue to develop coordinated sanctions on Russia and Belarus and export-control measure packages. The uncertain nature, magnitude and duration of Russia's invasion of Ukraine and potential effects of it and of actions taken by Western and other states and multinational organisations in response thereto (including, amongst other things, sanctions, export-control measures, travel bans and asset seizures) as well as of any Russian retaliatory actions (including, amongst other things, restrictions on oil and gas exports and cyber-attacks), on the world economy and markets contributed to increased market volatility and uncertainty. Whilst Redeia has no direct exposure to Russian gas nor Russian counterparties, the geopolitical and trade tensions caused by the invasion in Ukraine or other international conflicts may adversely impact the economic environment in which Redeia operates, result in volatile capital markets or otherwise adversely affect financing conditions, any of which could have a material adverse effect on the business prospects, financial condition and results of operations of Redeia.

In the context of the inflationary pressures experienced by the global economy, central banks of many developed and emerging economies, including the euro area, strengthened monetary conditions. Whilst inflationary pressures seemed to be receding, any persistence or aggravation of these tensions may result in tightened economic conditions in Spain and other countries in which Redeia operates, increased financial costs, depreciation of financial assets, financial stress among sovereigns and financial institutions and liquidity restraints, circumstances which could have a material adverse effect on the business prospects, financial condition and results of operations of Redeia.

The International Monetary Fund ("IMF") estimates that the Spanish gross domestic product ("GDP") increased by 3.2 per cent. in 2024 and forecasts a 2.5 per cent. increase for 2025 and 1.8 per cent. increase for 2026. The Spanish economy is particularly sensitive to economic conditions in the Eurozone and any distress in the European economic activity. In this respect, the IMF estimates that the Eurozone's real GDP increased by 0.9 per cent. in 2024 and forecasts a 0.8 per cent. increase for 2025 and 1.2 per cent. increase for 2026 (source: *IMF World Economic Outlook update April 2025*).

***The Group relies on information technology for its operation and systems failures or third-party hacks may adversely affect our business prospects, financial condition and results of operation***

As an electricity system operator and transmission network manager, one of the Red Eléctrica's main functions is to guarantee the continuity and security of the electricity supply. This shall be understood always within the perimeter of the concrete functions and obligations provided in the legal framework and according to the design and operational criteria established in the electricity regulation.

Disruptions to or failures of Red Eléctrica's computer and information technology systems could cause an interruption to the Group's business, which could have a material adverse effect on its business prospects, financial condition and results of operations. In particular, Red Eléctrica's information technology systems may be vulnerable to a variety of interruptions as a result of events beyond its control, including, but not limited to, network or hardware failures, malicious or disruptive software, viruses, malware, ransomware or other malicious codes, unintentional or malicious actions of employees or contractors, cyberattacks by hackers, criminal groups or nation-state organizations or social-activist (hacktivist) organizations, geopolitical events, natural disasters, failures or impairments of telecommunications networks, or other catastrophic events, including natural disasters or extreme meteorological phenomena. Cyber threats are constantly evolving and this increases the difficulty of detecting and successfully defending against them. These events could compromise Red Eléctrica's confidential information, impede or interrupt its business operations, and may result in other negative consequences, including remediation costs, loss of sales, litigation and reputational damage. While Red Eléctrica has implemented administrative and technical controls and taken other preventive actions to reduce the risk of cyber incidents and protect its information technology, they may be insufficient to prevent physical and electronic break-ins, cyberattacks or other security breaches to its computer systems. In the event that Redeia or any of the Group companies suffers a breach in its cyber security or other failure of its information technology systems, it could have a material adverse effect on the Group's business prospects, financial condition and results of operations.

### ***Risks associated with international and telecommunication investments and divestments***

As part of its strategy, the Group may undertake both investments entailing the acquisition and/or integration of businesses in order to foster its growth strategy through inorganic growth, and/or divestments in order to realise gains derived from the growth and higher valuation of certain assets or businesses acquired by the Group or as a consequence of changes in the Group's general strategy.

In recent years, the Group has made investments and divestments in electric infrastructures in several countries and in the telecommunications sector. See "*Description of Redeia Corporación, Sociedad Anónima and its consolidated Group - Investments*".

These investments and divestments inherently involve a number of risks such as those related to the existence of unforeseen contingences and the adequacy of guarantees or indemnities to cover such contingencies, claims in connection with the investments or divestments (from employees, customers or third parties), the lack of materialization of expected benefits from such investments (including the realisation of potential synergies and sales growth anticipated either in the expected amount or timeframe or costs), and lower market valuations of businesses to be divested. In addition, there are associated risks related to local laws on where the investments or divestments are located such as local law factors and risks related to exchange rate fluctuations, capital movement restrictions, inflation, political and economic instability and possible state expropriation of assets in addition to risks related to the integration of businesses within the Group. Furthermore, the necessity of a local management team, and the integration or retention of local personnel or the Group's capacity to fill the void as a result of any divestments may cause disruption to its business and operations.

If any of these risks materialise, they could materially adversely affect the Group's reputation, business prospects, financial condition and results of operations.

### ***Risks associated with joint ventures and operations***

Joint ventures or operations refer to those arrangements in which there is a contractual agreement to share the control over an economic activity, in such a way that decisions about the relevant activities require the unanimous consent of the Group and the remaining venturers or operators. Whilst joint operations involve the existence of rights to assets, including revenue, and obligations for liabilities, including expenses, relating to the arrangement, joint ventures involve a contractual agreement with a third party to share control over an activity and the strategic financial and operating decisions relating to the activity require the unanimous consent of all the venturers that share control.

Redeia's joint arrangements as of 31 December 2024 include the 50 per cent. interest in Transmisora Eléctrica del Norte, S.A. ("**TEN**") held through Red Eléctrica Chile SpA. as a Joint Venture, focused on operating a transmission line spanning approximately 580 km that connects the Far North Interconnection System to the Central Interconnected System in Chile; the 50 per cent. interest in INELFE held through Red Eléctrica as a joint arrangement together with Réseau de Transport d'Électricité ("**RTE**"), the French transmission system operator focused on is the study and execution of interconnections between Spain and France that will increase the electricity exchange capacity between the two countries; the 50 per cent. interest in the Brazilian company Argo Energia Empreendimentos y Participaciones S.A. ("**Argo**"), through Red Eléctrica Brasil Holding Ltda., as a joint arrangement together with Grupo Energía Bogotá S.A E.S.P.. Argo holds nine electricity concessions, encompassing 4,209km of 500-kV and 230-kV voltage lines and 34 substations. Accordingly, the Group has classified this joint arrangement as a joint venture, as the parties to it have rights to the net assets of such joint venture.

Due to the nature of joint arrangements, whether joint ventures or joint operations, the Group's success in them depends primarily on its ability to maintain good relationships and to reach consensus on short, medium and long-term strategic decisions with its partners, whose interests may differ from those of the Group. In the event that the Group is unable to maintain good relationships and adopt positive strategic decisions, the Group may lose its investment in its joint arrangements and its business prospects, financial condition, and results of operations may be materially adversely affected.

## **C) Risks related to Redeia's financial situation**

### ***Interest rate risk***

The nature of the Group's business is inherently capital intensive and requires financing to operate and expand. The Group's financial debt structure comprises certain debt instruments that accrue interest at both fixed and

variable interest rates, the latter being linked to variable reference interest rates, such as EURIBOR. Interest rates and indices which are deemed to be "benchmarks" are the subject of ongoing national and international regulatory reform. The implementation of the anticipated reforms may result in changes to a benchmark's administration, causing it to perform differently than in the past, or to be eliminated entirely, or resulting in other consequences which cannot be predicted as at the date hereof.

The financial debt structure of the Group is low risk with moderate exposure to fluctuation in interest rates, as a result of the debt policy implemented, which aims to bring the cost of debt into line with the financial rate of return applied to the Group's regulated assets, among other objectives. As of 31 December 2024, the Group's total bank borrowing and notes and other marketable securities amounted to EUR 6,319 million, of which 92 per cent., EUR 5,796 million, accrued interest at fixed rates. Similarly, as of 31 December 2023, the Group's total gross financial debt (bank borrowing and notes and other marketable securities) amounted to EUR 5,671 million, of which 89 per cent., EUR 5,028 million, accrued interest at fixed rates.

Nevertheless, any increases in the underlying reference interest rates on which the Group's financing agreements accruing interest at variable rates may impact the Group's financial expenses by requiring the dedication of significant cash flow to service repayment, thus reducing the availability of cash flow to fund its business operations and increase its vulnerability to adverse economic and industry conditions. The referred interest rate risk increase could affect not only Redeia's debt which is subject to variable interest rates, but also any future refinancing of its debt obligations. Additionally, the Group anticipates that any new financing agreements which it undertakes could imply higher financial costs than in the agreements signed in recent years due to increases in margins paid over market interest rates. If Redeia Corporación or any of the Group companies are unable to formalise any new financing agreements under reasonable financial terms, there can be no assurance that such increased financing costs will not have a material adverse effect on the Group's business, operations, cash flows and overall financial condition. Finally, inadequate management of interest rate risk due to the lack of adequate hedging through financial instruments could have an adverse effect on Redeia Corporación or any of the Group companies.

### ***Liquidity risk***

Liquidity risk arises as a result of differences in the amounts or the collection and payment dates of the various assets and liabilities of the companies of the Group. The Group's liquidity position is based on its strong capacity to generate funds, backed by the existence of credit lines that allow it to keep a significant volume of funds available during the year. As of 31 December 2024, the credit lines available amounted to EUR 2,014 million and available cash and cash equivalents amounted to EUR 890 million, compared with credit lines amounting to EUR 1,676 million and cash (cash and cash equivalents) amounting to EUR 675 million as of 31 December 2023. Further, as of 31 December 2024, the Group's financial debt had an average maturity of 4.7 years (4.5 years as of 31 December 2023).

While the Group attempts to have sufficient liquidity available to meet its payment obligations by maintaining adequate liquidity levels over specific time periods without resorting to additional financing sources and diversifying its funding sources and optimising the maturity of its debt, the reduction of the remuneration calculation system currently in force or any other event that prevents or disrupts the generation of cash flow may materially adversely affect the Group's results of operations and financial condition as it is likely that the Group would be obliged to incur extra financial costs or, in the worst-case scenario, threaten the Group's continuity as a going concern and lead to insolvency.

### ***Currency risk***

Because the Group's consolidated annual accounts are expressed in Euro but the financial statements of several subsidiaries are expressed in other currencies, negative fluctuations in exchange rates could negatively affect the value of consolidated foreign subsidiaries' assets, income and equity, with a concomitant adverse effect on the Group's consolidated annual accounts (i.e., translation risk). For instance, due to the translation effect, an appreciation of the Euro against the Group's other significant currencies would adversely affect the Group's results.

Furthermore, currency risk considers transaction risk arising on cash inflows and outflows in currencies other than the Euro.

To reduce the currency risk on issues in the US private placements market, the Group has arranged cash flow hedges through US Dollar/Euro cross-currency swaps on the principal and interest, which cover the amount and total term of the issue up to October 2035.

Had the Euro strengthened or weakened by 10 per cent. against the US Dollar at year-end, equity would have decreased or increased by EUR26.222/EUR-18.854 million on 31 December 2024 (EUR15.426/EUR-18.854 million at 31 December 2023). In order to mitigate translation risk on assets located in countries whose functional currency is not the Euro, the Group finances a portion of such investments in the functional currency. The Group has also arranged hedges of net investments in US Dollars through cross-currency swaps that are in place until January 2026. Consequently, had the Euro strengthened or weakened by 10 per cent. against the currencies to which the Group is exposed at year-end, the Parent's equity would have decreased or increased by approximately EUR 67 million at 31 December 2024 (EUR 86 million at 31 December 2023).

### **Risks Relating to the Notes**

#### **D) Risks relating to the markets the Notes will trade in and the nature of the Notes**

##### ***There is a limited active trading market for the Notes***

Notes issued under the Programme will be new securities which may not be widely distributed and for which there is currently a limited trading market (unless in the case of any particular Tranche, such Tranche is to be consolidated with and form a single series with a Tranche of Notes which is already issued). Accordingly, future liquidity of the Notes may be limited. If the Notes are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Issuer and the Guarantors. Although applications have been made for the Notes issued under the Programme to be admitted to listing on the Luxembourg Stock Exchange and they may be made for such Notes to be admitted to listing on AIAF, Mercado de Renta Fija, there is no assurance that such applications will be accepted, that any particular Tranche of Notes will be so admitted or that an active trading market will develop. Accordingly, there is no assurance as to the development or liquidity of any trading market for any particular Tranche of Notes.

##### ***Notes issued at a substantial discount or premium***

The market values of securities issued at a substantial discount or premium from their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

##### ***The Notes may be redeemed prior to maturity***

Unless in the case of any particular Tranche of Notes the relevant Final Terms or Drawdown Prospectus specify otherwise, in the event that the Issuer or the Guarantors would be obliged to increase the amounts payable in respect of any Notes due to any withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of the Kingdom of Spain or any political subdivision thereof or any authority therein or thereof having power to tax, the Issuer may redeem all outstanding Notes in accordance with the Conditions.

In addition, if in the case of any particular Tranche of Notes the relevant Final Terms or Drawdown Prospectus specify that the Notes are redeemable at the Issuer's option in certain other circumstances the Issuer may choose to redeem the Notes at times when prevailing interest rates may be relatively low. In such circumstances an investor may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the relevant Notes.

##### ***Risks relating to the Insolvency Law***

The restated text of the Insolvency Law approved by Royal Legislative Decree 1/2020, of 5 May (*Texto refundido de la Ley Concursal*) ("**Insolvency Law**"), regulates pre-insolvency and court insolvency proceedings, as opposed to out-of-court liquidation, which is only available when the debtor has sufficient assets to meet its liabilities.

The Insolvency Law provides, among other things, that (i) provisions in a contract granting one party the right to suspend, modify or terminate by reason only of the other's insolvency or pre-insolvency declaration, or opening of the liquidation phase will not be enforceable, and (ii) accrual of unsecured interest shall be suspended from the date of the declaration of insolvency and any amount of unsecured interest accrued up to such date shall become subordinated (iii) secured interest shall be deemed as specially privileged up to the value effectively covered by the relevant security and shall keep accruing after the declaration of insolvency up to the lower of (a) the secured amount and (b) the value effectively covered by the relevant security, provided that a contingent credit for secured



ordinary interests that may accrue after the declaration of insolvency is included in the statement of claim to be sent to the insolvency administrator. Default interest, either secured or unsecured, no longer accrue after the declaration of insolvency, as per the Supreme Court judgment dated 20 February 2019.

The Insolvency Law may also have the effect of modifying or impairing creditors' rights even if the creditor, either secured or unsecured, does not consent to the amendment (i.e., creditors can be subject to cram down), either in a pre-insolvency (i.e., as result of a restructuring plan that has been judicially sanctioned (*homologado*)) or in an insolvency context (as a result of the approval of a creditors' agreement (*convenio concursal*)), in both cases subject to certain requirements (including majority support). These may include write-off or stay, conversion into (among others) a different financial instrument, convertible obligations, participating loans (*préstamos participativos*), exchange for equity, and even a change of the applicable law to the relevant claims.

In no case shall subordinated creditors be entitled to vote upon a creditors' agreement (*convenio concursal*) in insolvency proceedings, and accordingly, they shall be always subject to the measures contained therein, if passed by the relevant majorities.

In the event of insolvency of the Issuer, under the Insolvency Law, claims relating to the Notes will be ordinary unsecured credits (*créditos ordinarios*) as defined by the Insolvency Law, unless they qualify as subordinated credits (*créditos subordinados*) in the limited circumstances set out in Article 281 of the Insolvency Law. Ordinary credits rank below credits against the insolvency estate (*créditos contra la masa*), which include receivers' fees, and privileged credits (*créditos privilegiados*), which include certain labour and tax debt.

As such, certain provisions of the Insolvency Law could affect the ranking of the Notes or claims relating to the Notes on an insolvency of the Issuer.

***The application of the net proceeds of Green Notes or European Green Bonds as described in "Use of Proceeds" may not meet investor expectations or be suitable for an investor's investment criteria***

Prospective investors in any Notes designated as (i) "Green Notes" or (ii) any such bonds marketed as environmentally sustainable under Regulation (EU) 2023/2631 on European Green Bonds (the "**EU Green Bond Regulation**") ("**European Green Bonds**") in Part B of the applicable Final Terms, should have regard to the information in the applicable Final Terms regarding the use of the net proceeds of those Green Notes or European Green Bonds and must determine for themselves the relevance of such information for the purpose of any investment in such Green Notes or European Green Bonds together with any other investigation such investor deems necessary.

In particular no assurance is given by the Issuer, the Guarantors or the Dealers that the use of such proceeds for any eligible projects will satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply (including Regulation (EU) 2020/852 on the establishment of a framework to facilitate sustainable investment (the so called "**EU Taxonomy**") or Regulation (EU) 2020/852 as it forms part of domestic law in the United Kingdom by virtue of the EUWA) and any related technical screening criteria, the EuGB label under the EU Green Bond Regulation, Regulation (EU) 2019/2088 on sustainability-related disclosures in the financial services sector ("**SFDR**") and any implementing legislation and guidelines, or any similar legislation in the United Kingdom) or any requirements of such labels as they may evolve from time to time. Any Green Notes issued under the Programme which are not specified as European Green Bonds in the relevant Final Terms will not be compliant with the EU Green Bond Regulation and are only intended to comply with the requirements and processes in the Issuer's Green Framework.

The Issuer is subject to supervision by the CSSF in relation to compliance of its European Green Bonds with the EU Green Bond Regulation, including certain post-issuance obligations. The Issuer may be subject to supervisory and administrative sanctions imposed by the CSSF should it be found to be in non-compliance with any of its obligations under the EU Green Bond Regulation; these include suspension or prohibition of an offer or admission to trading of any European Green Bonds, prohibition of issuance of further European Green Bonds and other potential administrative penalties such as fines. If the Issuer becomes subject to any such sanctions or penalties this could have a negative impact on the price or trading of any of the Issuer's European Green Bonds and the reputation of the Issuer.

It is not clear if the establishment under the EU Green Bond Regulation of the EuGB label and the optional disclosure templates for bonds marketed as "environmentally sustainable" could have an impact on investor demand for, and pricing of, green/social/sustainable use of proceeds bonds that do not comply with the

requirements of the EuGB label or the optional disclosure templates. It could result in reduced liquidity or lower demand or could otherwise affect the market price of any Green Notes issued under this Programme that do not comply with the requirements of the EU Green Bond Regulation.

It is uncertain whether a liquid market for European Green Bonds will develop and to what extent the liquidity (or lack thereof) of the market may impact the demand and market price of any of the Issuer's European Green Bonds and Green Notes issued under the Programme.

While it is the intention of the Issuer to apply the net proceeds of any Green Notes or European Green Bonds to Eligible Green Projects and to obtain and publish the relevant reports, assessments, opinions and certifications in, or substantially in the manner described in each case in the Final Terms, factors beyond the Issuer's and/or Guarantor's control may prevent them from doing so. For the same reason, there can be no assurance that any Eligible Green Projects will be completed within any specified period or at all or with the results or outcome (whether or not related to the environment) as originally expected or anticipated by the Issuer or the Guarantors. In addition, there can be no assurance that Eligible Green Projects will be completed as expected or achieve the impacts or outcomes (environmental, social or otherwise) originally expected or anticipated.

Neither the Issuer nor the Guarantors undertake to ensure that there are at any time sufficient Eligible Green Projects to allow for allocation of an amount equal to the net proceeds of the issue of such Green Notes in full.

An amount equal to the net proceeds of the issue of any Green Notes which, from time to time, are not allocated as funding for Eligible Green Projects is intended by the Issuer to be held pending allocation for general corporate purposes.

Prospective investors should have regard to the description of Eligible Green Projects in "*Use of Proceeds*" below and/or in the applicable Final Terms or the applicable European Green Bond Factsheet. The Issuer will prepare annual post-issuance allocation reports until full allocation of the proceeds. The Issuer will obtain a post-issuance review by an external reviewer of each post-issuance allocation report (save for where there have been no changes to the relevant portfolio in the period to which such allocation report relates).

Each prospective investor should have regard to the factors described in Red Eléctrica's Green Framework and/or any relevant European Green Bond Factsheet, as applicable, and the relevant information contained in the Base Prospectus and seek advice from their independent financial adviser or other professional adviser regarding its purchase of the Notes before deciding to invest. Red Eléctrica's Green Framework and/or any relevant European Green Bond Factsheet, as applicable, may be subject to review and change and may be amended, updated, supplemented, replaced and/or withdrawn from time to time and any subsequent version(s) may differ from any description given in the Base Prospectus. The relevant technical screening criteria applicable to the Eligible Green Projects to which the proceeds of an issue of European Green Bonds are allocated may be amended from time to time and the Issuer will be required to comply with such amended technical screening criteria in accordance with the grandfathering provisions in the EU Green Bond Regulation. Red Eléctrica's Green Framework and the Green Bond Factsheet do not form part of, nor are incorporated by reference, in the Base Prospectus.

***No assurance of suitability or reliability of any Second Party Opinion, Pre-issuance Review or any other opinion or certification of any third party relating to any Green Notes or European Green Bonds***

Standard & Poor's Financial Services LLC has issued an independent opinion, dated 7 July 2025, on Red Eléctrica's Green Framework (the "**Second Party Opinion**"). Standard & Poor's will issue a pre-issuance review of the applicable European Green Bond Factsheet (each a "**Pre-issuance Review**"). The Second Party Opinion and any Pre-issuance Review are not intended to address any credit, market or other aspects of an investment in any Notes, including without limitation market price, marketability, investor preference or suitability of any security. Each of the Second Party Opinion and any Pre-issuance Review is a statement of opinion, not a statement of fact.

No assurance or representation is given as to the suitability or reliability for any purpose whatsoever of any report, assessment, opinion or certification of any third party (whether or not solicited by the Issuer or the Guarantors) which may or may not be made available in connection with the issue of any Green Notes or European Green Bonds, as applicable, and in particular with any eligible projects to fulfil any environmental and/or other criteria, such as the Second Party Opinion or the Pre-issuance Review. Any such report, assessment, opinion or certification is not, nor shall be deemed to be, incorporated in and/or form part of the Base Prospectus. Any such report, assessment, opinion or certification is not, nor should be deemed to be, a recommendation by the Issuer, the Guarantors, the Dealers or any other person to buy, sell or hold any such Green Notes or European Green

Bonds. Any such report, assessment, opinion or certification is only current as of the date it was issued. Prospective investors must determine for themselves the relevance of any such report, assessment, opinion or certification and/or the information contained therein and/or the provider of such report, assessment, opinion or certification for the purpose of any investment in such Green Notes or European Green Bonds.

The criteria and/or considerations that formed the basis of the Second Party Opinion and any other such opinion, review or certification or post-issuance report may change at any time and the Second Party Opinion and any other opinion, review, certification or post-issuance report may be amended, updated, supplemented, replaced and/or withdrawn at any time. Any withdrawal of the Second Party Opinion or any other opinion, review, certification or post-issuance report may have a material adverse effect on the value of any Green Bonds in respect of which such opinion, review, certification or post-issuance report is given and /or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose. At the date of the Base Prospectus, the providers of such reports, assessments, opinions, certifications and post-issuance reports are not subject to any specific oversight or regulatory or other regime. Whilst the EU Green Bond Regulation has introduced a supervisory regime of external reviewers of European Green Bonds this is not due to take full effect until 21 June 2026 and will not apply to external reviewers in respect of an issue of Green Notes. As at the date of this Base Prospectus a transitional regime is in effect which, amongst other things, imposes a notification requirement on external reviewers prior to providing external review services for European Green Bonds.

***No assurance that Green Notes or European Green Bonds will be admitted to trading on any dedicated "green", "sustainable", "social" (or similar) segment of any stock exchange or market, or that any admission obtained will be maintained***

In the event that any Green Notes or European Green Bonds are listed or admitted to trading on any dedicated "green" or other equivalently labelled segment of any stock exchange or securities market (whether or not regulated), no representation or assurance is given by the Issuer, the Guarantors, the Dealers or any other person that such listing or admission satisfies, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply. Furthermore, the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. No representation or assurance is given or made by the Issuer, the Guarantors, the Dealers or any other person that any such listing or admission to trading will be obtained in respect of any such Green Notes or European Green Bonds or, if obtained, that any such listing or admission to trading will be maintained during the life of the Green Notes or European Green Bonds.

#### ***No breach of contract or Event of Default***

Any such event or failure to apply the net proceeds of any issue of Green Notes or European Green Bonds for any eligible projects or to obtain and publish any such reports, assessments, opinions and certifications, or in the case of European Green Bonds, a failure to comply with any of the obligations under the EU Green Bond Regulation, will not constitute an event of default under the relevant Green Notes or European Green Bonds or give rise to any other claim of a holder of such Green Notes or European Green Bonds against the Issuer and the Guarantors. The withdrawal of any report, assessment, opinion or certification as described above, or any such report, assessment, opinion or certification attesting that the Issuer or the Guarantors are not complying in whole or in part with any matters for which such report, assessment, opinion or certification is reporting, assessing, opining or certifying on, and/or any such Green Notes or European Green Bonds no longer being listed or admitted to trading on any stock exchange or securities market, as aforesaid, may have a material adverse effect on the value of such Green Notes or European Green Bonds and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose, but will not constitute an event of default under the relevant Green Notes or European Green Bonds or give rise to any other claim of a holder of such Green Notes or European Green Bonds against the Issuer and the Guarantors.

***Green Notes or European Green Bonds are not linked to the performance of the Eligible Green Projects, do not benefit from any arrangements to enhance the performance of the Notes or any contractual rights derived solely from the intended use of proceeds of such Notes***

The performance of the Green Notes or European Green Bonds is not linked to the performance of the relevant Eligible Green Projects or the performance of the Issuer in respect of any environmental or similar targets. There will be no segregation of assets and liabilities in respect of the Green Notes or European Green Bonds and the Eligible Green Projects. Consequently, neither payments of principal and/or interest on the Green Notes or European Green Bonds nor any rights of Noteholders shall depend on the performance of the relevant Eligible

Green Projects or the performance of the Issuer or the Guarantors in respect of any such environmental or similar targets. Holders of any Green Notes or European Green Bonds shall have no preferential rights or priority against the assets of any Eligible Green Projects nor benefit from any arrangements to enhance the performance of the Notes.

#### **E) Risks relating to benchmarks and interest rate**

##### ***Floating Rate Notes***

Investments in Notes that bear interest at a floating rate comprise (i) a reference rate and (ii) a margin to be added or subtracted, as the case may be, from such rate. Typically, the relevant margin will not change throughout the life of the Notes but there will be a periodic adjustment (as specified in the applicable Final Terms or Drawdown Prospectus, as the case may be) of the reference rate (e.g. every three months or six months) which itself will change in accordance with general market conditions. Accordingly, the market value of floating rate Notes may be volatile if changes, particularly short-term changes, to market interest rates evidenced by the relevant reference rate can only be reflected in the interest rate of such Notes upon the next periodic adjustment of the relevant reference rate.

##### ***Regulation of benchmarks may lead to future reforms or discontinuation***

The Euro Interbank Offered Rate ("**EURIBOR**") and other interest rates or other types of rates and indices which are deemed to be benchmarks have been subject to significant regulatory scrutiny and legislative intervention in recent years. This relates not only to creation and administration of benchmarks, but, also, to the use of a benchmark rate. In the EU, for example, Regulation (EU) No. 2016/1011, as amended (the "**EU Benchmarks Regulation**") applies to the provision of, contribution of input data to, and the use of, a benchmark within the EU, subject to certain transitional provisions. Similarly, Regulation (EU) No. 2016/1011 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018, as amended (the "**UK Benchmarks Regulation**") applies to the provision of, contribution of input data to, and the use of, a benchmark within the UK, subject to certain transitional provisions.

Legislation such as the EU Benchmarks Regulation or the UK Benchmarks Regulation, if applicable, could have a material impact on any Notes linked to EURIBOR or another benchmark rate or index – for example, if the methodology or other terms of the benchmark are changed in the future in order to comply with the terms of the EU Benchmarks Regulation or UK Benchmarks Regulation or other similar legislation, or if a critical benchmark is discontinued or is determined to be by a regulator to be "no longer representative". Such factors could (amongst other things) have the effect of reducing or increasing the rate or level or may affect the volatility of the published rate or level of the benchmark. They may also have the effect of discouraging market participants from continuing to administer or contribute to certain "benchmarks", trigger changes in the rules or methodologies used in certain "benchmarks", or lead to the discontinuance or unavailability of quotes of certain "benchmarks".

Although EURIBOR has subsequently been reformed in order to comply with the terms of the EU Benchmarks Regulation, it remains uncertain as to how long it will continue in its current form, or whether it will be further reformed or replaced with the Euro Short Term Rate ("**€STR**") or an alternative benchmark.

The elimination of EURIBOR or any other benchmark, or changes in the manner of administration of any benchmark, could require or result in an adjustment to the interest calculation provisions of the Conditions (as further described in Condition 7(n) (*Benchmark Discontinuation*)), or result in adverse consequences to holders of any Notes linked to such benchmark (including Floating Rate Notes whose interest rates are linked to EURIBOR or any other such benchmark that is subject to reform)). Furthermore, even prior to the implementation of any changes, uncertainty as to the nature of alternative reference rates and as to potential changes to such benchmark may adversely affect such benchmark during the term of the relevant Notes, the return on the relevant Notes and the trading market for securities (including the Notes) based on the same benchmark.

***The administrator of SONIA, SOFR or €STR or any related indices may make changes that could change the value of SONIA, SOFR or €STR or any related index, or discontinue SONIA, SOFR or €STR or any related index.***

Newer reference rates or any related indices and rates that fall outside the scope of the EU Benchmarks Regulation and UK Benchmarks Regulation may also be subject to changes or discontinuation. For example, the Bank of England, the Federal Reserve, Bank of New York or the European Central Bank (or their successors) as administrators of the Sterling Overnight Index Average ("**SONIA**") (and the SONIA Compounded Index), the

Secured Overnight Financing Rate ("SOFR") (and the SOFR Compounded Index) or the euro short-term rate ("€STR"), respectively, may make methodological or other changes that could change the value of these risk-free rates and/or indices, including changes related to the method by which such risk-free rate is calculated, eligibility criteria applicable to the transactions used to calculate SONIA, SOFR or €STR, or timing related to the publication of SONIA, SOFR or €STR or any related indices. In addition, the administrator may alter, discontinue or suspend calculation or dissemination of SONIA, SOFR or €STR or any related index (in which case a fallback method of determining the interest rate on the Notes will apply). The administrator has no obligation to consider the interests of Noteholders when calculating, adjusting, converting, revising or discontinuing any such risk-free rate.

***Interest rate "fallback" arrangements may lead to Notes performing differently or the effective application of a "fixed rate".***

If a relevant benchmark (including any page on which such benchmark may be published (or any other successor service)) becomes unavailable or a Benchmark Event or a Benchmark Transition Event (each as defined in the Conditions), as applicable, occurs, the Conditions of the Notes provide for certain fallback arrangements. Such fallback arrangements include the possibility that the rate of interest could be set by reference to a successor rate or an alternative rate and that such successor rate or alternative reference rate may be adjusted (if required) in accordance with the recommendation of a relevant governmental body or in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to investors arising out of the replacement of the relevant benchmark, although the application of such adjustments to the Notes may not achieve this objective.

Any such changes may result in the Notes performing differently (which may include payment of a lower interest rate) than if the original benchmark continued to apply. It is also possible that such an event may be deemed to have occurred prior to the issue date for a Series of Notes. Moreover, due to the uncertainty concerning the availability of successor rates and alternative reference rates and the involvement of an Independent Adviser (as defined in the Conditions) in certain circumstances, the relevant fallback provisions may not operate as intended at the relevant time. Additionally, in certain circumstances, the ultimate fallback of interest for a particular Interest Period may result in the rate of interest for the last preceding Interest Period being used, which may result in the effective application of a fixed rate for Floating Rate Notes based on the rate which was last observed on the Relevant Screen Page.

Any such consequences could have a material adverse effect on the value of and return on any such Notes. Investors should consult their own independent advisers and make their own assessment about the potential risks arising from the possible cessation or reform of certain reference rates in making any investment decision with respect to any Notes linked to or referencing a benchmark.

***Methodologies for the calculation of risk-free rates (including overnight rates or forward-looking rates) as reference rates for Floating Rate Notes may vary and may evolve.***

"Risk-free" rates, such as SONIA, SOFR and €STR, as reference rates for Eurobonds, have become more commonly used as benchmark rates for bonds in recent years. Most of the rates are backwards-looking, but the methodologies to calculate the risk-free rates are not uniform. Such different methodologies may result in slightly different interest amounts being determined in respect of otherwise similar securities.

The Issuer may in the future also issue Notes referencing SONIA, the SONIA Compounded Index, SOFR, the SOFR Compounded Index or €STR that differ materially in terms of interest determination when compared with any previous Notes issued by it under this Programme.

Such variations could result in reduced liquidity or increased volatility or might otherwise affect the market price of any Notes that reference a risk-free rate issued under this Programme from time to time. In addition, investors should consider how any mismatch between applicable conventions for the use of reference rates in the bond, loan and derivatives markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of Notes referencing such risk-free rates. Investors should consider these matters when making their investment decision with respect to any Notes which reference SONIA, SOFR, €STR or any related indices.

***It is not possible to calculate interest rates in advance for Notes which reference SONIA, SOFR, €STR or any related indices.***

Interest on Notes which reference a backwards-looking risk-free rate is only capable of being determined immediately prior to the relevant Interest Payment Date. It may therefore be difficult for investors in Notes which reference such risk-free rates reliably to estimate the amount of interest which will be payable on such Notes.

Further, in contrast to Notes linked to interbank offered rates, if Notes referencing backwards-looking rates become due and payable as a result of an Event of Default under Condition 11 (*Events of Default*), or are otherwise redeemed early on a date which is not an Interest Payment Date, the final Rate of Interest payable in respect of such Notes shall be determined by reference to a shortened period ending immediately prior to the date on which the Notes become due and payable or are scheduled for redemption.

## IMPORTANT NOTICES

Each of Red Eléctrica Financiaciones, Sociedad Anónima Unipersonal (the "**Issuer**"), Redeia Corporación, Sociedad Anónima and Red Eléctrica de España, Sociedad Anónima Unipersonal (each a "**Guarantor**" and together the "**Guarantors**") accepts responsibility for the information contained in this Base Prospectus and declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Base Prospectus is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import.

Each Tranche (as defined herein) of Notes will be issued on the terms set out herein under "Terms and Conditions of the Notes" (the "**Conditions**") as completed by a document specific to such Tranche called final terms (the "**Final Terms**") or in a separate prospectus specific to such Tranche (the "**Drawdown Prospectus**") as described under "Final Terms and Drawdown Prospectuses" below. In the case of a Tranche of Notes which is the subject of a Drawdown Prospectus, each reference in this Base Prospectus to information being specified or identified in the relevant Final Terms shall be read and construed as a reference to such information being specified or identified in the relevant Drawdown Prospectus unless the context requires otherwise. This Base Prospectus must be read and construed together with any supplements hereto and with any information incorporated by reference herein and, in relation to any Tranche of Notes which is the subject of Final Terms, must be read and construed together with the relevant Final Terms.

The Issuer and the Guarantors have confirmed to the Dealers named under "Subscription and Sale" below that this Base Prospectus contains all information which is (in the context of the Programme, the issue, offering and sale of the Notes and the guarantees of the Notes) material; that such information is true and accurate in all material respects and is not misleading in any material respect; that any opinions, predictions or intentions expressed herein are honestly held or made and are not misleading in any material respect; that this Base Prospectus does not omit to state any material fact necessary to make such information, opinions, predictions or intentions (in the context of the Programme, the issue, offering and sale of the Notes and the guarantees of the Notes) not misleading in any material respect; and that all reasonable enquiries have been made to verify the foregoing.

The Issuer confirms that any information from third party sources has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by such third party source, no facts have been omitted which would render the reproduced information inaccurate or misleading.

No person has been authorised to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other document entered into in relation to the Programme or any information supplied by the Issuer or the Guarantors or such other information as is in the public domain and, if given or made, such information or representation should not be relied upon as having been authorised by the Issuer, the Guarantors or any Dealer.

Neither the Dealers nor any of their respective affiliates have verified the whole or any part of this Base Prospectus and none of them makes any representation or warranty or accepts any responsibility as to the accuracy or completeness of the information contained in this Base Prospectus. Neither the delivery of this Base Prospectus or any Final Terms nor the offering, sale or delivery of any Note shall, in any circumstances, create any implication that the information contained in this Base Prospectus is true subsequent to the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that there has been no adverse change, or any event reasonably likely to involve any adverse change, in the prospects or financial or trading position of the Issuer or the Guarantors since the date thereof or, if later, the date upon which this Base Prospectus has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The distribution of this Base Prospectus and any Final Terms and the offering, sale and delivery of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus or any Final Terms comes are required by the Issuer, the Guarantors and the Dealers to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of this Base Prospectus or any Final Terms and other offering material relating to the Notes, see "Subscription and Sale". In particular, Notes have not been and will not be registered under the United States Securities Act of 1933 (as amended) (the "**Securities Act**") and are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to U.S. persons.

Neither this Base Prospectus nor any other information supplied in connection with the Programme or any Notes (i) is intended to provide the basis of any credit or other evaluation or (ii) should be considered as a recommendation by the Issuer, the Guarantors or any of the Dealers that any recipient of this Base Prospectus or any other information supplied in connection with the Programme or any Notes should purchase any Notes. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the relevant Issuer and/or the Guarantors.

In making an investment decision, investors must rely on their own examination of the relevant Issuer and the Guarantors and the terms of the Notes being offered, including the merits and risks involved.

Certain of the Dealers and their affiliates have engaged and may in the future engage in investment banking and/or commercial banking transactions with, and may perform services for the Issuer, the Guarantors and their respective affiliates.

None of the Dealers, the Issuer or the Guarantors makes any representation to any investor in the Notes regarding the legality of its investment under any applicable laws. Any investor in the Notes should satisfy itself that it is able to bear the economic risk of an investment in the Notes for an indefinite period of time.

Neither this Base Prospectus nor any Final Terms constitutes an offer or an invitation to subscribe for or purchase any Notes and should not be considered as a recommendation by the Issuer, the Guarantors, the Dealers or any of them that any recipient of this Base Prospectus or any Final Terms should subscribe for or purchase any Notes. Each recipient of this Base Prospectus or any Final Terms shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Issuer and the Guarantors.

The maximum aggregate principal amount of Notes outstanding and guaranteed at any one time under the Programme will not exceed EUR 5,000,000,000 (and for this purpose, any Notes denominated in another currency shall be translated into EUR at the date of the agreement to issue such Notes calculated in accordance with the provisions of the Dealer Agreement). The maximum aggregate principal amount of Notes which may be outstanding and guaranteed at any one time under the Programme may be increased from time to time, subject to compliance with the relevant provisions of the Dealer Agreement as defined under "Subscription and Sale".

In this Base Prospectus, unless otherwise specified, references to a "**Member State**" are references to a Member State of the European Union, references to "**U.S.\$**", "**USD**", "**U.S. dollars**" or "**dollars**" are to United States dollars, references to "**EUR**" or "**euro**" or "**€**" are to the single currency introduced at the start of the third stage of European economic and monetary union, and as defined in Article 2 of Council Regulation (EC) No. 974/98 of 3 May 1998 on the introduction of the euro, as amended.

Certain figures included in this Base Prospectus have been subject to rounding adjustments; accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

The language of the Base Prospectus is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

**MiFID II product governance / target market** – A determination will be made in relation to each issue about whether, for the purpose of the MiFID II Product Governance rules under EU Delegated Directive 2017/593 (the "**MiFID II Product Governance Rules**"), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID II Product Governance Rules.

The Final Terms (or Drawdown Prospectus, as the case may be) in respect of any Notes will include a legend entitled "MiFID II Product Governance" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

**Product Governance under UK MiFIR / target market** – A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR product governance rules set out in the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**"), any



Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

The Final Terms (or Drawdown Prospectus, as the case may be) in respect of any Notes may include a legend entitled "UK MiFIR Product Governance" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any distributor should take into consideration the target market assessment; however, a distributor subject to the UK MiFIR Product Governance Rules is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

**PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("EEA"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive (EU) 2016/97 (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of EU MiFID II. Consequently no key information document required by Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

**PROHIBITION OF SALES TO UK RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("UK"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018; or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended ("**FSMA**") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

#### **PRODUCT CLASSIFICATION PURSUANT TO SECTION 309B OF THE SECURITIES AND FUTURES ACT 2001 OF SINGAPORE**

The Final Terms in respect of any Notes may include a legend entitled "Singapore Securities and Futures Act Product Classification" which will state the product classification of the Notes pursuant to section 309B(1) of the Securities and Futures Act 2001 of Singapore (the "**SFA**").

If applicable, the Issuer will make a determination in relation to each such issue about the classification of the Notes being offered for purposes of section 309B(1)(a) of the SFA. Any such legend included on the relevant Final Terms will constitute notice to "relevant persons" for purposes of section 309B(1)(c) of the SFA.

#### ***EU Benchmarks Regulation***

Interest and/or other amounts payable under the Notes may be calculated by reference to certain reference rates. Any such reference rate may constitute a benchmark for the purposes of the EU Benchmarks Regulation. If any such reference rate does constitute such a benchmark, the Final Terms will indicate whether or not the benchmark is provided by an administrator included in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 (Register of administrators and benchmarks) of the EU Benchmarks Regulation. Transitional provisions in the EU Benchmarks Regulation may have the result that the administrator of a particular benchmark is not required to appear in the register of administrators and benchmarks at the date of the Final Terms. The registration status of any administrator under the EU Benchmarks Regulation is a matter of public record and, save where required by applicable law, the Issuer does not intend to update the Final Terms to reflect any change in the registration status of the administrator.

Interest payable on Floating Rate Notes will be calculated by reference to EURIBOR, SONIA, SOFR and/or €STR as specified in the relevant Final Terms. As at the date of this Base Prospectus, the European Money Markets Institute (as administrator of EURIBOR) (the "**EMMI**") is included in ESMA's register of administrators under Article 36 of the EU Benchmarks Regulation and the Bank of England (as administrator of SONIA) is not included in ESMA's register of administrators under the EU Benchmarks Regulation. As far as the Issuer is aware, the transitional provisions in Article 51 of the EU Benchmarks Regulation apply, such that the Bank of England, the Federal Reserve Bank of New York and the European Central Bank are not currently required to obtain authorisation/registration or recognition, endorsement or equivalence.

### ***Notes issued as Green Notes or European Green Bonds***

None of the Dealers accepts any responsibility for any social, environmental and sustainability assessment of any Notes issued as Green Notes (including any Notes issued as European Green Bonds in accordance with the EU Green Bond Regulation) or makes any representation or warranty or assurance whether such Notes will meet any investor expectations or requirements regarding such "green", "sustainable", "social" or similar labels (including in relation to, but not limited to, Regulation (EU) 2020/852 on the establishment of a framework to facilitate sustainable investment (the EU Taxonomy Regulation) and any related technical screening criteria, the EuGB label under the EU Green Bond Regulation", Regulation (EU) 2019/2088 on sustainability-related disclosures in the financial services sector (SFDR) and any implementing legislation and guidelines, or any similar legislation in the United Kingdom or any market standards or guidance, including green, sustainable or social bond principles or other similar principles or guidance published by ICMA (the "**ICMA Principles**") or any requirements of such labels or market standards as they may evolve from time to time.

None of the Dealers is responsible for (i) the use or allocation of proceeds for any Notes issued as Green Notes or European Green Bonds, (ii) the impact, monitoring or reporting in respect of such use of proceeds, (iii) the assessment of Red Eléctrica's Green Framework (as defined in "Use of Proceeds") including the assessment of the applicable eligibility criteria in relation to the Green Notes set out in therein or any relevant European Green Bond Factsheet or (iv) the alignment of the bond with Red Eléctrica's Green Framework or, the alignment of Red Eléctrica's Green Framework with the applicable ICMA Principles, or compliance by the issuer with its obligations under the EU Green Bond Regulation (as applicable) nor do any of the Dealers undertake to ensure that there are at any time sufficient Eligible Green Projects (as defined in "Use of Proceeds" below) to allow for allocation of a sum equal to the net proceeds of the issue of such Green Notes or European Green Bonds in full.

Standard & Poor's Financial Services LLC has issued an independent opinion, dated 7 July 2025, on Red Eléctrica's Green Framework (the "**Second Party Opinion**"). Standard & Poor's will issue a pre-issuance review of the applicable European Green Bond Factsheet (each a Pre-issuance Review). The Second Party Opinion and any Pre-issuance Review are not intended to address any credit, market or other aspects of an investment in any Notes, including without limitation market price, marketability, investor preference or suitability of any security.

Each of the Second Party Opinion and any Pre-issuance Review is a statement of opinion, not a statement of fact. No representation or assurance is given by the Dealers as to the suitability or reliability of the Second Party Opinion, Pre-issuance Reviews or any opinion, review or certification of any third party (including any post-issuance reports prepared by an external reviewer) made available in connection with an issue of Notes issued as Green Notes or European Green Bonds, as applicable.

As at the date of this Base Prospectus, the providers of such opinions, reviews, certifications and post-issuance reports in relation to any bonds such as Green Bonds are not subject to any specific regulatory or other regime or oversight. Whilst the EU Green Bond Regulation has introduced a supervisory regime of external reviewers of European Green Bonds this is not due to take full effect until 21 June 2026 and will not apply to external reviewers in respect of an issue of Green Bonds. As at the date of this Base Prospectus a transitional regime is in effect which, amongst other things, requires external reviewers of European Green Bonds to notify the European Securities and Markets Authority ("**ESMA**") prior to providing external review services for European Green Bonds. The Second Party Opinion, any Pre-issuance Review and any other such opinion, review, certification or post-issuance report is not, nor should be deemed to be, a recommendation by the Dealers, or any other person to buy, sell or hold any Notes and is current only as of the date it is issued. Prospective investors must determine for themselves the relevance of the Second Party Opinion and any opinion, review, certification or post-issuance report and/or the information contained therein. The criteria and/or considerations that form the basis of the Second Party Opinion or any other opinion, review, certification or post-issuance report may change at any time and the Second Party Opinion or any other opinion, review, certification or post-issuance report may be amended, updated, supplemented, replaced and/or withdrawn. Red Eléctrica's Green Framework may also be subject to review and change and may be amended, updated, supplemented, replaced and/or withdrawn from time to time

and any subsequent version(s) may differ from any description given in this Base Prospectus. The relevant technical screening criteria applicable to the Eligible Green Projects to which the proceeds of an issue of European Green Bonds are allocated may be amended from time to time and the Issuer will be required to comply with such amended technical screening criteria in accordance with the grandfathering provisions in the EU Green Bond Regulation. Red Eléctrica's Green Framework, any European Green Bond Factsheet, the Second Party Opinion, any Pre-issuance Review and any other such opinion, review, certification or post-issuance report does not form part of, nor is incorporated by reference in, this Base Prospectus, unless otherwise specified.

In the event any such Notes are, or are intended to be, listed, or admitted to trading on a dedicated "green", "sustainable", "social" or other equivalently-labelled segment of a stock exchange or securities market, no representation or assurance is given by the Dealers that such listing or admission will be obtained or maintained for the lifetime of the Notes.

### ***Stabilisation***

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the Stabilisation Manager(s) (or persons acting on behalf of any Stabilisation Manager(s)) in the applicable Final Terms may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilisation Manager(s) (or person(s) acting on behalf of any Stabilisation Manager(s)) in accordance with all applicable laws and rules.

### **ROUNDING**

Certain figures in the Base Prospectus, including financial, market and certain operating data, have been rounded for ease of reference. Accordingly, in certain cases, the sum of the numbers shown in a column or row of a table may not exactly add up to the total figure shown for the column or row, and the sum of certain figures expressed as a percentage may not exactly add up to the total percentage shown.

## DOCUMENTS INCORPORATED BY REFERENCE

The following information shall be deemed to be incorporated by reference in, and to form part of, this Base Prospectus:

- (1) the English translation of the audited consolidated annual accounts of Redeia Corporación, Sociedad Anónima and its subsidiaries (including the auditors' report thereon and the notes thereto) as at and for each of the years ended 31 December 2024 and 31 December 2023 that shall be available for viewing at:

[https://www.redeia.com/sites/default/files/publication/2025/06/downloadable/Redeia\\_Consolidated\\_Annual\\_Accounts\\_2024\\_24jun.pdf](https://www.redeia.com/sites/default/files/publication/2025/06/downloadable/Redeia_Consolidated_Annual_Accounts_2024_24jun.pdf)

and

[https://www.redeia.com/sites/default/files/publication/2024/02/downloadable/IFA\\_Redeia\\_CuentasConsolidadas\\_2023\\_EN.pdf](https://www.redeia.com/sites/default/files/publication/2024/02/downloadable/IFA_Redeia_CuentasConsolidadas_2023_EN.pdf)

- (2) the English translation of the unaudited interim financial results of Redeia Corporación, Sociedad Anónima, comprising of the interim consolidated income statement, interim condensed consolidated balance sheet and interim summary consolidated statement of cash flows as at and for the three-month period ended 31 March 2025 (the "**REC March 2025 Financial Results**") that shall be available for viewing at:

[https://www.redeia.com/sites/webgrupo/files/06\\_ACCIONISTAS/Documentos/Hechos\\_relevantes/2025/20250430\\_HR\\_Financial\\_Results\\_1T2025.pdf](https://www.redeia.com/sites/webgrupo/files/06_ACCIONISTAS/Documentos/Hechos_relevantes/2025/20250430_HR_Financial_Results_1T2025.pdf)

- (3) the English translation of the audited non-consolidated annual accounts of the Issuer as at and for each of the years ended 31 December 2024 and 31 December 2023 that shall be available for viewing at:

[https://www.redeia.com/sites/webgrupo/files/06\\_ACCIONISTAS/Documentos/Emisiones\\_de\\_bonos/2024\\_Auditors\\_Report\\_on\\_Red\\_Electrica\\_Financiaciones.pdf](https://www.redeia.com/sites/webgrupo/files/06_ACCIONISTAS/Documentos/Emisiones_de_bonos/2024_Auditors_Report_on_Red_Electrica_Financiaciones.pdf)

and

[https://www.redeia.com/sites/webgrupo/files/06\\_ACCIONISTAS/Documentos/Emisiones\\_de\\_bonos/2023\\_Auditors\\_Report\\_on\\_Red\\_Electrica\\_Financiaciones.pdf](https://www.redeia.com/sites/webgrupo/files/06_ACCIONISTAS/Documentos/Emisiones_de_bonos/2023_Auditors_Report_on_Red_Electrica_Financiaciones.pdf)

- (4) the English translation of the audited non-consolidated annual accounts of Red Eléctrica de España, Sociedad Anónima Unipersonal as at and for each of the years ended 31 December 2024 and 31 December 2023 that shall be available for viewing at:

[https://www.redeia.com/sites/webgrupo/files/06\\_ACCIONISTAS/Documentos/Emisiones\\_de\\_bonos/2024\\_Auditors\\_Report\\_on\\_Red\\_Electrica.pdf](https://www.redeia.com/sites/webgrupo/files/06_ACCIONISTAS/Documentos/Emisiones_de_bonos/2024_Auditors_Report_on_Red_Electrica.pdf)

and

[https://www.redeia.com/sites/webgrupo/files/06\\_ACCIONISTAS/Documentos/Emisiones\\_de\\_bonos/2023\\_Auditors\\_Report\\_on\\_Red\\_Electrica.pdf](https://www.redeia.com/sites/webgrupo/files/06_ACCIONISTAS/Documentos/Emisiones_de_bonos/2023_Auditors_Report_on_Red_Electrica.pdf)

- (5) the English translation of any future audited consolidated annual accounts of Redeia Corporación, Sociedad Anónima, as and when published on the website of Redeia at <https://www.redeia.com/en/shareholders-and-investors/financial-information/annual-accounts>;

- (6) the English translation of any future Results Reports relating to the unaudited interim quarterly financial results of Redeia Corporación, Sociedad Anónima, as and when published on the website of Redeia at <https://www.redeia.com/en/shareholders-and-investors/financial-information/quarterly-financial-information>;

- (7) the information in relation to Alternative Performance Measures set out in the sections entitled "January - March 2025" available for viewing at:

[https://www.redeia.com/sites/webgrupo/files/06\\_ACCIONISTAS/Documentos/MAR\\_ING\\_1T25.pdf](https://www.redeia.com/sites/webgrupo/files/06_ACCIONISTAS/Documentos/MAR_ING_1T25.pdf)

- (8) the information in relation to Alternative Performance Measures set out in the sections entitled "January - December 2024" available for viewing at:
- [https://www.redeia.com/sites/webgrupo/files/06\\_ACCIONISTAS/Documentos/MAR\\_ING\\_4T24.pdf](https://www.redeia.com/sites/webgrupo/files/06_ACCIONISTAS/Documentos/MAR_ING_4T24.pdf)
- (9) the information in relation to Alternative Performance Measures set out in the sections entitled "January - December 2023" available for viewing at:
- [https://www.redeia.com/sites/webgrupo/files/06\\_ACCIONISTAS/Documentos/CNMV\\_MAR\\_ING\\_4T23.pdf](https://www.redeia.com/sites/webgrupo/files/06_ACCIONISTAS/Documentos/CNMV_MAR_ING_4T23.pdf)
- (10) the English translation of any future information in relation to the Alternative Performance Measures relating to the consolidated annual accounts of Redeia Corporación, Sociedad Anónima and its subsidiaries and the unaudited interim financial quarterly results of Redeia Corporación, Sociedad Anónima, as and when published on the website of Redeia at <https://www.redeia.com/en/shareholders-and-investors/financial-information/alternative-performance-measures>;
- (11) the terms and conditions of the Notes set out on pages 33 to 72 of the base prospectus dated 13 June 2023 relating to the Programme that shall be available for viewing at:
- <https://dl.luxse.com/dlp/1011c1d84c8c6d4f75a83ed60000a78dbd>
- (12) the terms and conditions of the Notes set out on pages 32 to 60 of the base prospectus dated 4 June 2020 relating to the Programme that shall be available for viewing at:
- <https://dl.luxse.com/dlp/10cfdbf289ad54450eae92e39b4c1b7346>
- (13) the terms and conditions of the Notes set out on pages 28 to 54 of the base prospectus dated 4 June 2019 relating to the Programme that shall be available for viewing at:
- <https://dl.luxse.com/dlp/10869d80040ba140d398485968138a6c86>
- (14) the terms and conditions of the Notes set out on pages 28 to 60 of the base prospectus dated 2 June 2017 relating to the Programme that shall be available for viewing at:
- <https://dl.luxse.com/dlp/105860dd6e775148b0878386a2bf76b360>
- (15) the terms and conditions of the Notes set out on pages 27 to 60 of the base prospectus dated 3 June 2014 relating to the Programme that shall be available for viewing at:
- <https://dl.luxse.com/dlp/10b08c959334f143f7b1dc113c79b0929a>

The tables below set out the relevant page references for the translated English language consolidated statement of financial position, consolidated income statement, consolidated statement of changes in equity, consolidated statement of cash flows, explanatory notes and the translated independent auditor's report of Redeia Corporación, Sociedad Anónima for each of the years ended 31 December 2024 (the "**REC 2024 Annual Accounts**") and 31 December 2023 (the "**REC 2023 Annual Accounts**"), as set out in the annual reports for each of the years ended 31 December 2024 and 31 December 2023, and the relevant page references for the unaudited interim consolidated income statement, interim summary consolidated balance sheet and interim summary consolidated cash flow statement of Redeia Corporación, Sociedad Anónima contained in the REC March 2024 Financial Results:

| REC March 2025 Financial Results        | Page reference (of the PDF document) |
|---|--------------------------------------|
| Unaudited Consolidated Income Statement | 23                                   |
| Unaudited Consolidated Balance Sheet    | 24                                   |

|  |                                      |
|--|--------------------------------------|
| Unaudited Consolidated Statement of Cash Flows | 25                                   |
| REC 2024 Annual Accounts                       | Page reference (of the PDF document) |
| Auditor's Report                               | 2-7                                  |
| Consolidated Statement of Financial Position   | 9-11                                 |
| Consolidated Statement of Profit or Loss       | 12                                   |
| Consolidated Statement of Changes in Equity    | 13                                   |
| Consolidated Statement of Comprehensive Income | 14                                   |
| Consolidated Statement of Cash Flows           | 15-16                                |
| Notes to the Consolidated Annual Accounts      | 18-144                               |
| REC 2023 Annual Accounts                       | Page reference (of the PDF document) |
| Auditor's Report                               | 2-8                                  |
| Consolidated Statement of Financial Position   | 10-11                                |
| Consolidated Statement of Profit or Loss       | 12                                   |
| Consolidated Statement of Comprehensive Income | 13                                   |
| Consolidated Statement of Changes in Equity    | 14                                   |
| Consolidated Statement of Cash Flows           | 15                                   |
| Notes to the Consolidated Annual Accounts      | 16-103                               |

### **English translations**

In the event of a discrepancy, the original Spanish-language versions prevail.

The table below sets out the relevant page references for the translated English language balance sheet, income statement, statement of total changes in equity, statement of cash flows, explanatory notes and the translated

independent auditor's report of the Issuer for each of the years ended 31 December 2024 (the "**Issuer 2024 Annual Accounts**") and 31 December 2023 (the "**Issuer 2023 Annual Accounts**") as set out in the non-consolidated accounts for each of the years ended 31 December 2024 and 31 December 2023:

| Issuer 2024 Annual Accounts          | Page reference (of the PDF document) |
|--------------------------------------|--------------------------------------|
| Auditor's report                     | 2-5                                  |
| Balance Sheet                        | 7                                    |
| Statement of Profit or Loss          | 8                                    |
| Statement of Total Changes in Equity | 9                                    |
| Statements of Cash Flows             | 11                                   |
| Explanatory Notes                    | 12-29                                |
| Issuer 2023 Annual Accounts          | Page reference (of the PDF document) |
| Auditor's report                     | 2-5                                  |
| Balance Sheet                        | 7                                    |
| Income Statement                     | 8                                    |
| Statement of Total Changes in Equity | 9                                    |
| Statement of Cash Flows              | 11                                   |
| Explanatory Notes                    | 12-29                                |

The tables below set out the relevant page references for the translated English language balance sheet, income statement, statement of total changes in equity, statement of cash flows, explanatory notes and the translated independent auditor's report of Red Eléctrica de España, Sociedad Anónima Unipersonal as of and for each of the years ended 31 December 2024 (the "**REE 2024 Annual Accounts**") and 31 December 2023 (the "**REE 2023 Annual Accounts**"), as set out in the non-consolidated annual accounts for each of the years ended 31 December 2024 and 31 December 2023.

| <b>REE 2024 Annual Accounts</b> | <b>Page reference (of the PDF document)</b> |
|---------------------------------|---|
| Auditor's report                | 2-6   |

|                                      |       |
|--------------------------------------|-------|
| Balance Sheet                        | 8-9   |
| Statement of Profit or Loss          | 10    |
| Statement of Total Changes in Equity | 11    |
| Statement of Cash Flows              | 13    |
| Explanatory Notes                    | 14-70 |

|                                      |   |
|--------------------------------------|---|
| <b>REE 2023 Annual Accounts</b>      | <b>Page reference (of the PDF document)</b> |
| Auditor's report                     | 2-6   |
| Balance Sheet                        | 8-9   |
| Income Statement                     | 10  |
| Statement of Total Changes in Equity | 11  |
| Statement of Cash Flows              | 13  |
| Explanatory Notes                    | 14-67                                       |

The tables below set out the relevant page references for the translated English language Alternative Performance Measures reports of Redeia, as well as the terms and conditions of the legacy Base Prospectuses of Red Eléctrica Financiaciones, Sociedad Anónima Unipersonal to be incorporated by reference.

#### **Alternative Performance Measures January - March 2025**

The entire document will be incorporated by reference

#### **Alternative Performance Measures January – December 2024**

The entire document will be incorporated by reference

#### **Alternative Performance Measures January - December 2023**

The entire document will be incorporated by reference



|   |   |
|---|---|
| <b>Terms and Conditions of the Base Prospectus dated 13 June 2023</b> | <b>Page reference (of the PDF document)</b> |
|   | 33 - 72                                     |
| <b>Terms and Conditions of the Base Prospectus dated 4 June 2020</b>  | <b>Page reference (of the PDF document)</b> |
|   | 32 - 60                                     |
| <b>Terms and Conditions of the Base Prospectus dated 4 June 2019</b>  | <b>Page reference (of the PDF document)</b> |
|   | 28 - 54                                     |
| <b>Terms and Conditions of the Base Prospectus dated 2 June 2017</b>  | <b>Page reference (of the PDF document)</b> |
|   | 28 - 60                                     |
| <b>Terms and Conditions of the Base Prospectus dated 3 June 2014</b>  | <b>Page reference (of the PDF document)</b> |
|   | 27 - 60                                     |

The tables below set out the relevant sections for the future Results Reports relating to the unaudited interim financial quarterly results of Redeia Corporación, Sociedad Anónima, the future audited consolidated annual accounts of Redeia Corporación, Sociedad Anónima and the future Alternative Performance Measures reports relating to the consolidated annual accounts of Redeia Corporación, Sociedad Anónima and its subsidiaries and the unaudited interim financial quarterly results of Redeia Corporación, Sociedad Anónima to be incorporated by reference.

**Future Results Reports relating to the unaudited interim financial quarterly results of Redeia Corporación, Sociedad Anónima**

Unaudited Consolidated Income Statement

Unaudited Consolidated Balance Sheet

Unaudited Consolidated Statement of Cash Flows

**Future audited consolidated annual accounts of Redeia Corporación, Sociedad Anónima**

Auditor's Report

Consolidated Statement of Financial Position

Consolidated Statement of Profit or Loss

Consolidated Statement of Comprehensive Income

Consolidated Statement of Changes in Equity

Consolidated Statement of Cash Flows

Notes to the Consolidated Annual Accounts

**Future Alternative Performance Measures reports relating to the consolidated annual accounts of Redeia Corporación, Sociedad Anónima and its subsidiaries and the unaudited interim financial quarterly results of Redeia Corporación, Sociedad Anónima**

The entire document will be incorporated by reference

Copies of the documents specified above as containing information incorporated by reference in this Base Prospectus may be inspected, free of charge, at the registered office of Deutsche Bank AG, London Branch, 21 Moorfields, London EC2Y 9DB, United Kingdom. Copies of such documents are also available for inspection on the website of the Luxembourg Stock Exchange ([www.luxse.com](http://www.luxse.com)).

Any information not listed in the cross-reference tables but included in the documents incorporated by reference is not incorporated by reference and is not relevant for investors or covered elsewhere in the Base Prospectus.

For the avoidance of doubt, uniform resource locators ("URLs") given in respect of website addresses in this Base Prospectus (other than the above-mentioned hyperlinks in this section relating to the information to be incorporated by reference in, and to form part of, this Base Prospectus) are inactive textual references only and it is not intended to incorporate the contents of any such websites into this Base Prospectus nor should the contents of such websites be deemed to be incorporated into this Base Prospectus.

## USE OF PROCEEDS

Unless otherwise specified in the applicable Final Terms, the net proceeds from each issue of Notes will be used by Red Eléctrica for its general corporate purposes, which include making a profit.





Where the title "Use of Proceeds" in Part B of the applicable Final Terms is stated to be "Green Notes" as described in this "Use of Proceeds" section (the "**Green Notes**") the net proceeds from each such issue of Green Notes will be applied by the Issuer to finance and/or refinance, in whole or in part, the development, construction, installation or maintenance of new or existing projects or activities that meet the eligibility requirements (the "**Eligible Green Projects**") defined and detailed in the green framework established by Red Eléctrica (the "**Green Framework**"). The Eligible Green Projects will fall under the eligible categories defined and detailed in the Green Framework established by Red Eléctrica.

Where the title "Use of Proceeds" in Part B of the applicable Final Terms is stated to be "European Green Bonds" or "EuGB" the net proceeds from such issue of Notes will be applied by the Issuer to fund the Eligible Green Projects described in the applicable Final Terms in accordance with Regulation (EU) 2023/2631 (the "**EU Green Bond Regulation**") and the applicable European Green Bond Factsheet (the "**European Green Bonds**" or "**EuGB**"). Any Notes issued as European Green Bonds in accordance with the EU Green Bond Regulation will also be issued in accordance with Red Eléctrica's Green Framework.

The process to select and evaluate Eligible Green Projects will be performed as established in the Green Framework.

The Green Framework, which includes the criteria to be used to determine how the proceeds will be allocated for sustainable purposes, as specified in the "Use of Proceeds" in Part B of the applicable Final Terms, is available to view at <https://www.redeia.com/en/shareholders-and-investors/financing/sustainable-financing>.

In summary, the Green Notes and the European Green Bonds net proceeds will finance or refinance green projects in the following category:

| GBP/GLB Project Category | Eligibility Criteria   | Link to EU Taxonomy <sup>[1]</sup><br><sup>[2]</sup>  | NACE                        | UN SDGs <sup>[3]</sup>  |
|--------------------------|--|---|-----------------------------|---|
| Renewable Energy         | <p><b>Assets, CapEx and/or OpEx</b> related to the construction and/or operation of infrastructure to support renewable energy transmission and/or distribution:</p> <ul style="list-style-type: none"> <li>• <b>Electricity transmission and distribution infrastructure</b> that complies with <b>at least one</b> of the following criteria: <ul style="list-style-type: none"> <li>○ The system is the <b>interconnected European system</b>, i.e. the interconnected control areas of Member States, Norway, Switzerland and the United Kingdom, and its subordinated systems.</li> <li>○ More than <b>67%</b> of newly enabled generation capacity in the system is <b>below the generation threshold value of 100g CO2e/kWh</b> measure on a</li> </ul> </li> </ul> | <p>Contribution to EU Environmental Objectives:</p> <p>Article 10 Substantial Contribution to Climate Change Mitigation</p> | <p>D35.12</p> <p>D35.13</p> |     |

<sup>1</sup> Regulation (EU) 2020/852.

<sup>2</sup> Regulation (EU) 2023/2486.

<sup>3</sup> ICMA Green, Social and Sustainability Bonds: A High-Level Mapping to the Sustainable Development Goals (June 2023).

|  |  |  |  |  |
|--|--|--|--|--|
|  | <p>life cycle basis in accordance with electricity generation criteria, over a rolling five-year period.</p> <ul style="list-style-type: none"> <li>○ The <b>average system grid emission factor</b>, calculated as the total annual emissions from power generation connected to the system, divided by the total amount net electricity production in that system, is <b>below the threshold value of 100g CO2e/kWh</b> measured on a life cycle basis in accordance with electricity generation criteria, over a rolling five-year period.</li> </ul> <p><b>Exclusion criteria:</b></p> <ul style="list-style-type: none"> <li>• Infrastructure dedicated to creating a direct connection or expanding an existing direct connection between a substation or network and a power production plant that is more GHG intensive than 100g CO2e/kWh measure on a life cycle basis.</li> <li>• Installation of metering infrastructure that does not meet the requirement of smart metering systems of Article 20 of Directive (EU) 2019/944.</li> </ul> | 4.9.<br>Transmission and distribution of electricity |  |  |
|--|--|--|--|--|

Standard & Poor's Financial Services LLC has issued a second party opinion on the Green Framework dated 7 July 2025 (the "**Second Party Opinion**"), which is available to view at [https://www.redeia.com/sites/webgrupo/files/06\\_ACCIONISTAS/Documentos/Redeia\\_Green\\_Finance\\_Framework\\_Second\\_Party\\_Opinion\\_2025.pdf](https://www.redeia.com/sites/webgrupo/files/06_ACCIONISTAS/Documentos/Redeia_Green_Finance_Framework_Second_Party_Opinion_2025.pdf).

The completed European green bond factsheet prepared by the Issuer in accordance with Annex 1 of the EU Green Bond Regulation relating to each issue of European Green Bonds under the Programme (each, an "**European Green Bond Factsheet**") and (ii) the pre-issuance review (the "**Pre-Issuance Review**") related to each European Green Bond Factsheet by the relevant external reviewer will in each case be published and made available by the Issuer on Redeia's website (<https://www.redeia.com/en/shareholders-and-investors>).

Following the issuance of an European Green Bond, the Issuer shall also publish and make available on Redeia's website (i) annual allocation reports for every 12-month period until the date of the full allocation of an amount equal to the net proceeds of the relevant European Green Bond (the "**Allocation Reports**" and each an "**Allocation Report**") and external reviews in respect of each Allocation Report (save for where there have been no changes to the relevant portfolio in the period to which such Allocation Report relates) (the "**Post-Issuance Reviews**" and each a "**Post-Issuance Review**"); and (ii) an impact report at least once upon full allocation of an amount equal to the net proceeds of the relevant European Green Bond (the "**Impact Report**") and, if an impact report review is requested by the Issuer, any such impact report review (the "**Impact Report Review**"). Any Pre-Issuance Review, Allocation Report, Post-Issuance Review, Impact Report or Impact Report Review will be prepared by the Issuer or provided by an external reviewer, as applicable in compliance with the European Green Bond Regulation.

The Green Framework, the Second Party Opinion, the European Green Bond Factsheet, the Pre-Issuance Review, the Allocation Report, the Post-Issuance Review, the Impact Report, the Impact Report Review nor any other second party opinion or document related thereto do not form part of, nor is incorporated by reference, in the Base Prospectus.

The Green Framework, the Second Party Opinion, each European Green Bond Factsheet, each Pre-Issuance Review and any other documentation relevant to Notes issued as "Green Notes" or "European Green Bonds" are subject to review and change and may be amended, updated, supplemented, replaced or withdrawn from time to time. Potential investors in Green Notes or European Green Bonds should access the latest version of the relevant document available on Redeia's website. In addition, the relevant technical screening criteria applicable to the Eligible Green Projects to which the proceeds of an issue of European Green Bonds are allocated may be amended from time to time and the Issuer will be required to comply with such amended technical screening criteria in accordance with the grandfathering provisions in the EU Green Bond Regulation.

For the avoidance of doubt, URLs given in respect of website addresses in this Base Prospectus are inactive textual references only and it is not intended to incorporate the contents of any such websites into this Base Prospectus nor should the contents of such websites be deemed to be incorporated into this Base Prospectus. None of the information contained in such websites has been scrutinized or approved by the CSSF.

## **FINAL TERMS AND DRAWDOWN PROSPECTUSES**

In this section the expression "necessary information" means, in relation to any Tranche of Notes, the necessary information which is material to an investor for making an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer and the Guarantors and of the rights attaching to the Notes. In relation to the different types of Notes which may be issued under the Programme the Issuer and the Guarantors have endeavoured to include in this Base Prospectus all of the necessary information except for information relating to the Notes which is not known at the date of this Base Prospectus and which can only be determined at the time of an individual issue of a Tranche of Notes.

Any information relating to the Notes which is not included in this Base Prospectus and which is required in order to complete the necessary information in relation to a Tranche of Notes will be contained either in the relevant Final Terms or in a Drawdown Prospectus. Such information will be contained in the relevant Final Terms unless any of such information constitutes a significant new factor relating to the information contained in this Base Prospectus in which case such information, together with all of the other necessary information in relation to the relevant series of Notes, may be contained in a Drawdown Prospectus or in a supplement to this Base Prospectus.

For a Tranche of Notes which is the subject of Final Terms, those Final Terms will, for the purposes of that Tranche only, complete this Base Prospectus and must be read in conjunction with this Base Prospectus. The terms and conditions applicable to any particular Tranche of Notes which is the subject of Final Terms are the Conditions as completed to the extent described in the relevant Final Terms.

The terms and conditions applicable to any particular Tranche of Notes which is the subject of a Drawdown Prospectus will be the Conditions as supplemented, amended and/or replaced to the extent described in the relevant Drawdown Prospectus. In the case of a Tranche of Notes which is the subject of a Drawdown Prospectus, each reference in this Base Prospectus to information being specified or identified in the relevant Final Terms shall be read and construed as a reference to such information being specified or identified in the relevant Drawdown Prospectus unless the context requires otherwise.

Each Drawdown Prospectus will be constituted either (1) by a single document containing the necessary information relating to the Issuer and the Guarantors and the relevant Notes or (2) by a registration document containing the necessary information relating to the Issuer and the Guarantors, a securities note containing the necessary information relating to the relevant Notes. In addition, if the Drawdown Prospectus is constituted by a registration document and a securities note, any significant new factor, material mistake or inaccuracy relating to the information included in the registration document which arises or is noted between the date of the registration document and the date of the securities note which is capable of affecting the assessment of the relevant Notes will be included in the securities note.

## FORMS OF THE BEARER NOTES

Each Tranche of Bearer Notes will initially be in the form of either a temporary global note (the "**Temporary Global Note**"), without interest coupons, or a permanent global note (the "**Permanent Global Note**"), without interest coupons, in each case as specified in the relevant Final Terms. Each Temporary Global Note or, as the case may be, Permanent Global Note (each a "**Global Note**") which is not intended to be issued in new global note ("NGN") form, as specified in the relevant Final Terms, will be deposited on or around the issue date of the relevant Tranche of the Bearer Notes with a depositary or a common depositary for Euroclear Bank SA/NV ("**Euroclear**") and/or Clearstream Banking S.A. ("**Clearstream, Luxembourg**") and/or any other relevant clearing system and each Global Note which is intended to be issued in NGN form, as specified in the relevant Final Terms, will be deposited on or around the issue date of the relevant Tranche of the Bearer Notes with a common safekeeper for Euroclear and/or Clearstream, Luxembourg.

On 13 June 2006 the European Central Bank (the "**ECB**") announced that Bearer Notes in NGN form are in compliance with the "Standards for the use of EU securities settlement systems in ESCB credit operations" of the central banking system for the euro (the "**Eurosystem**"), provided that certain other criteria are fulfilled. At the same time the ECB also announced that arrangements for Bearer Notes in NGN form will be offered by Euroclear and Clearstream, Luxembourg as of 30 June 2006 and that debt securities in global bearer form issued through Euroclear and Clearstream, Luxembourg after 31 December 2006 will only be eligible as collateral for Eurosystem operations if the NGN form is used.

The relevant Final Terms will also specify whether United States Treasury Regulation §1.163-5(c)(2)(i)(C) (the "**TEFRA C Rules**") or United States Treasury Regulation §1.163-5(c)(2)(i)(D) (the "**TEFRA D Rules**") are applicable in relation to the Bearer Notes or, if the Bearer Notes do not have a maturity of more than 365 days, that neither the TEFRA C Rules nor the TEFRA D Rules are applicable.

### Temporary Global Note exchangeable for Permanent Global Note

If the relevant Final Terms specifies the form of Bearer Notes as being "Temporary Global Note exchangeable for a Permanent Global Note", then the Bearer Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole or in part, for interests in a Permanent Global Note, without interest coupons, not earlier than 40 days after the issue date of the relevant Tranche of the Bearer Notes upon certification as to non-U.S. beneficial ownership. No payments will be made under the Temporary Global Note unless exchange for interests in the Permanent Global Note is improperly withheld or refused. In addition, interest payments in respect of the Bearer Notes cannot be collected without such certification of non-U.S. beneficial ownership.

Whenever any interest in the Temporary Global Note is to be exchanged for an interest in a Permanent Global Note, the Issuer shall procure (in the case of first exchange) the prompt delivery (free of charge to the bearer) of such Permanent Global Note to the bearer of the Temporary Global Note or (in the case of any subsequent exchange) an increase in the principal amount of the Permanent Global Note in accordance with its terms against:

- (i) presentation and (in the case of final exchange) surrender of the Temporary Global Note to or to the order of the Fiscal Agent; and
- (ii) receipt by the Fiscal Agent of a certificate or certificates of non-U.S. beneficial ownership,

within 7 days of the bearer requesting such exchange.

The principal amount of the Permanent Global Note shall be equal to the aggregate of the principal amounts specified in the certificates of non-U.S. beneficial ownership; *provided however that* in no circumstances shall the principal amount of the Permanent Global Note exceed the initial principal amount of the Temporary Global Note.

The Permanent Global Note will be exchangeable in whole, but not in part, for Bearer Notes in definitive form ("**Definitive Notes**") if (a) Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business or (b) any of the circumstances described in Condition 11 (*Events of Default*) occurs.

Whenever the Permanent Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms), in an aggregate principal amount equal to the principal amount of the Permanent Global Note to the bearer of the Permanent Global Note against the surrender of the Permanent Global Note to or to the order of the Fiscal Agent within 30 days of the bearer requesting such exchange.

### **Temporary Global Note exchangeable for Definitive Notes**

If the relevant Final Terms specifies the form of Bearer Notes as being "Temporary Global Note exchangeable for Definitive Notes" and also specifies that the TEFRA C Rules are applicable or that neither the TEFRA C Rules or the TEFRA D Rules are applicable, then the Bearer Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole but not in part, for Definitive Notes not earlier than 40 days after the issue date of the relevant Tranche of the Bearer Notes.

If the relevant Final Terms specifies the form of Bearer Notes as being "Temporary Global Note exchangeable for Definitive Notes" and also specifies that the TEFRA D Rules are applicable, then the Bearer Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole or in part, for Definitive Notes not earlier than 40 days after the issue date of the relevant Tranche of the Bearer Notes upon certification as to non-U.S. beneficial ownership. Interest payments in respect of the Bearer Notes cannot be collected without such certification of non-U.S. beneficial ownership.

Whenever the Temporary Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms), in an aggregate principal amount equal to the principal amount of the Temporary Global Note to the bearer of the Temporary Global Note against the surrender of the Temporary Global Note to or to the order of the Fiscal Agent within 30 days of the bearer requesting such exchange.

### **Permanent Global Note exchangeable for Definitive Notes**

If the relevant Final Terms specifies the form of Bearer Notes as being "Permanent Global Note exchangeable for Definitive Notes", then the Bearer Notes will initially be in the form of a Permanent Global Note which will be exchangeable in whole, but not in part, for Definitive Notes if (a) Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business or (b) any of the circumstances described in Condition 11 (*Events of Default*) occurs.

Whenever the Permanent Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms), in an aggregate principal amount equal to the principal amount of the Permanent Global Note to the bearer of the Permanent Global Note against the surrender of the Permanent Global Note to or to the order of the Fiscal Agent within 30 days of the bearer requesting such exchange.

### **Terms and Conditions applicable to the Bearer Notes**

The terms and conditions applicable to any Definitive Note will be endorsed on that Note and will consist of the terms and conditions set out under "Terms and Conditions of the Bearer Notes" below and the provisions of the relevant Final Terms which complete those terms and conditions.

The terms and conditions applicable to any Note in global form will differ from those terms and conditions which would apply to the Note were it in definitive form to the extent described under "Overview of Provisions Relating to the Bearer Notes while in Global Form" below.

### **Legend concerning United States persons**

In the case of any Tranche of Bearer Notes having a maturity of more than 365 days, the Bearer Notes in global form, the Bearer Notes in definitive form and any Coupons and Talons appertaining thereto will bear a legend to the following effect:

"Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code."



## TERMS AND CONDITIONS OF THE BEARER NOTES

*The following is the text of the terms and conditions which, as completed by the relevant Final Terms, will be endorsed on each Bearer Note in definitive form issued under the Programme. The relevant Final Terms shall not amend or replace any information in this Base Prospectus. Subject to this, to the extent permitted by applicable law and/or regulation, the Final Terms in respect of any Tranche of Bearer Notes may complete any information in this Base Prospectus.*

*The terms and conditions applicable to any Bearer Note in global form will differ from those terms and conditions which would apply to the Note were it in definitive form to the extent described under "Overview of Provisions Relating to the Notes while in Global Form" below.*

### 1 Introduction

- (a) *Programme*: Red Eléctrica Financiaciones, Sociedad Anónima Unipersonal (the "**Issuer**") has established a Euro Medium Term Note Programme (the "**Programme**") for the issuance of up to EUR 5,000,000,000 in aggregate principal amount of bearer notes (the "**Bearer Notes**") guaranteed by Redeia Corporación, Sociedad Anónima and Red Eléctrica de España, Sociedad Anónima Unipersonal (each a "**Guarantor**" and together the "**Guarantors**").
- (b) *Final Terms*: Bearer Notes issued under the Programme are issued in series (each a "**Series**") and each Series may comprise one or more tranches (each a "**Tranche**") of Bearer Notes. Each Tranche is the subject of final terms (the "**Final Terms**") which complete these terms and conditions (the "**Bearer Conditions**"). The terms and conditions applicable to any particular Tranche of Bearer Notes are these Conditions as completed by the relevant Final Terms. In the event of any inconsistency between these Conditions and the relevant Final Terms, the relevant Final Terms shall prevail.
- (c) *Public Deed of Issuance*: as far as required by Law (or, otherwise, at the option of the Issuer) each Tranche of Bearer Notes will be constituted by virtue of a public deed of issuance (the "**Public Deed of Issuance**") to be executed before a Spanish notary public on or prior to the Issue Date.
- (d) *Fiscal Agency Agreement*: The Bearer Notes are the subject of an amended and restated fiscal agency agreement dated 13 June 2022 (the "**Fiscal Agency Agreement**") between the Issuer, the Guarantors, Deutsche Bank AG, London Branch as fiscal agent (the "**Fiscal Agent**", which expression includes any successor fiscal agent appointed from time to time in connection with the Bearer Notes), the paying agents named therein (together with the Fiscal Agent, the "**Paying Agents**", which expression includes any successor or additional paying agents appointed from time to time in connection with the Bearer Notes) and Deutsche Bank, S.A.E. Unipersonal as local paying agent (the "**Local Paying Agent**").
- (e) *Deed of Guarantee*: The Notes are the subject of a deed of guarantee dated 13 June 2022 (the "**Deed of Guarantee**") entered into by the Guarantors.
- (f) *The Notes*: All subsequent references in these Bearer Conditions to "**Bearer Notes**" are to the Bearer Notes which are the subject of the relevant Final Terms. Copies of the relevant Final Terms are available for viewing during normal business hours at the Specified Office of the Fiscal Agent, the initial Specified Office of which is set out below.
- (g) *Summaries*: Certain provisions of these Bearer Conditions are summaries of the Fiscal Agency Agreement and the Deed of Guarantee and are subject to their detailed provisions. The holders of the Notes (the "**Noteholders**") and the holders of the related interest coupons, if any, (the "**Couponholders**" and the "**Coupons**", respectively) are bound by, and are deemed to have notice of, all the provisions of the Fiscal Agency Agreement and the Deed of Guarantee applicable to them. Copies of the Fiscal Agency Agreement and the Deed of Guarantee are available for inspection by Noteholders during normal business hours at the Specified Offices of each of the Paying Agents, the initial Specified Offices of which are set out below.

### 2 Interpretation

- (a) *Definitions*: In these Bearer Conditions the following expressions have the following meanings:

**"2006 ISDA Definitions"** means, in relation to a Series of Notes, the 2006 ISDA Definitions (as supplemented, amended and updated as at the date of issue of the first Tranche of the Notes of such Series) as published by ISDA (copies of which may be obtained from ISDA at [www.isda.org](http://www.isda.org));

**"2021 ISDA Definitions"** means, in relation to a Series of Notes, the latest version of the 2021 ISDA Interest Rate Derivatives Definitions (including each Matrix (and any successor Matrix thereto), as defined in such 2021 ISDA Interest Rate Derivatives Definitions) as at the date of issue of the first Tranche of Notes of such Series, as published by ISDA on its website ([www.isda.org](http://www.isda.org));

**"Accrual Yield"** has the meaning given in the relevant Final Terms;

**"Additional Business Centre(s)"** means the city or cities specified as such in the relevant Final Terms;

**"Additional Financial Centre(s)"** means the city or cities specified as such in the relevant Final Terms;

**"Business Day"** means:

- (i) in relation to any sum payable in euro, a TARGET Settlement Day and a day on which commercial banks and foreign exchange markets settle payments generally in each (if any) Additional Business Centre; and
- (ii) in relation to any sum payable in a currency other than euro, a day on which commercial banks and foreign exchange markets settle payments generally in London, in the Principal Financial Centre of the relevant currency and in each (if any) Additional Business Centre;
- (iii) and in respect of Notes for which the Reference Rate is specified as SOFR in the relevant Final Terms, any weekday that is a U.S. Government Securities Business Day and is not a legal holiday in New York and each (if any) Additional Business Centre(s) and is not a date on which banking institutions in those cities are authorised or required by law or regulation to be closed;

**"Business Day Convention"**, in relation to any particular date, has the meaning given in the relevant Final Terms and, if so specified in the relevant Final Terms, may have different meanings in relation to different dates and, in this context, the following expressions shall have the following meanings:

- (i) **"Following Business Day Convention"** means that the relevant date shall be postponed to the first following day that is a Business Day;
- (ii) **"Modified Following Business Day Convention"** or **"Modified Business Day Convention"** means that the relevant date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day, save in respect of Notes for which the Reference Rate is SOFR, for which the final Interest Payment Date will not be postponed and interest on that payment will not accrue during the period from and after the scheduled final Interest Payment Date;
- (iii) **"Preceding Business Day Convention"** means that the relevant date shall be brought forward to the first preceding day that is a Business Day;
- (iv) **"FRN Convention", "Floating Rate Convention" or "Eurodollar Convention"** means that each relevant date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the relevant Final Terms as the Specified Period after the calendar month in which the preceding such date occurred *provided, however, that:*
  - (A) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;
  - (B) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the

next calendar month, in which case it will be the first preceding day which is a Business Day; and

- (C) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred; and
- (v) **"No Adjustment"** means that the relevant date shall not be adjusted in accordance with any Business Day Convention;

**"Calculation Agent"** means such Person specified in the relevant Final Terms as the party responsible for calculating the Rate(s) of Interest and Interest Amount(s) and/or such other amount(s) as may be specified in the relevant Final Terms;

**"Calculation Amount"** has the meaning given in the relevant Final Terms;

**"Coupon Sheet"** means, in respect of a Bearer Note, a coupon sheet relating to the Bearer Note;

**"Day Count Fraction"** means, in respect of the calculation of an amount for any period of time (the **"Calculation Period"**), such day count fraction as may be specified in these Bearer Conditions or the relevant Final Terms and:

- (a) if **"Actual/Actual (ICMA)"** is so specified, means:
  - (a) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
  - (b) where the Calculation Period is longer than one Regular Period, the sum of:
    - A) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
    - B) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year;
- (b) if **"Actual/Actual (ISDA)"** is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (c) if **"Actual/365 (Fixed)"** is so specified, means the actual number of days in the Calculation Period divided by 365;
- (d) if **"Actual/360"** is so specified, means the actual number of days in the Calculation Period divided by 360;
- (e) if **"30/360"** is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows

$$\text{Day Count Fraction} = \frac{[360x(Y_2 - Y_1)] + [30x(M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

**"Y<sub>1</sub>"** is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y<sub>2</sub>" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"M<sub>1</sub>" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M<sub>2</sub>" is the calendar month, expressed as number, in which the day immediately following the last day included in the Calculation Period falls;

"D<sub>1</sub>" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

"D<sub>2</sub>" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D<sub>1</sub> is greater than 29, in which case D<sub>2</sub> will be 30";

- (f) if "30E/360" or "Eurobond Basis" is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360x(Y_2 - Y_1)] + [30x(M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y<sub>1</sub>" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y<sub>2</sub>" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"M<sub>1</sub>" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M<sub>2</sub>" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"D<sub>1</sub>" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

"D<sub>2</sub>" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D<sub>2</sub> will be 30; and

- (g) if "30E/360 (ISDA)" is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360x(Y_2 - Y_1)] + [30x(M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y<sub>1</sub>" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y<sub>2</sub>" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"M<sub>1</sub>" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M<sub>2</sub>" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"D<sub>1</sub>" is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D<sub>1</sub> will be 30; and

"D<sub>2</sub>" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D<sub>2</sub> will be 30,

*provided, however, that* in each such case the number of days in the Calculation Period is calculated from and including the first day of the Calculation Period to but excluding the last day of the Calculation Period;

**"Early Redemption Amount (Tax)"** means, in respect of any Bearer Note, its principal amount or such other amount as may be specified in the relevant Final Terms;

**"Early Termination Amount"** means, in respect of any Bearer Note, its principal amount or such other amount as may be specified in, or determined in accordance with, these Conditions, or specified in the relevant Final Terms;

**"EURIBOR"** means, in respect of any specified currency and any specified period, the interest rate benchmark known as the Euro zone interbank offered rate which is calculated and published by a designated distributor (currently, Thomson Reuters) in accordance with the requirements from time to time of the European Money Markets Institute (or any person which takes over administration of that rate);

**"Final Redemption Amount"** means, in respect of any Bearer Notes, its principal amount or such higher amount as may be specified in the relevant Final Terms;

**"First Interest Payment Date"** means the date specified in the relevant Final Terms;

**"Fixed Coupon Amount"** has the meaning given in the relevant Final Terms;

**"Group"** means Redeia Corporación, Sociedad Anónima and its subsidiaries;

**"Guarantee"** means, in relation to any Indebtedness of any Person, any obligation of another Person to pay such Indebtedness including (without limitation):

- (i) any obligation to purchase such Indebtedness;
- (ii) any obligation to lend money, to purchase or subscribe shares or other securities or to purchase assets or services in order to provide funds for the payment of such Indebtedness;
- (iii) any indemnity against the consequences of a default in the payment of such Indebtedness; and
- (iv) any other agreement to be responsible for such Indebtedness;

**"Guarantee of the Notes"** means the guarantee of the Notes given by the Guarantors in the Deed of Guarantee;

**"Indebtedness"** means any indebtedness of any Person for money borrowed or raised including (without limitation) any indebtedness for or in respect of:

- (i) amounts raised by acceptance under any acceptance credit facility;
- (ii) amounts raised under any note purchase facility; and
- (iii) the amount of any liability in respect of leases or hire purchase contracts which would, in accordance with applicable law and generally accepted accounting principles, be treated as finance or capital leases;

**"Interest Amount"** means, in relation to a Bearer Note and an Interest Period, the amount of interest payable in respect of that Bearer Note for that Interest Period;

**"Interest Commencement Date"** means the Issue Date of the Bearer Notes or such other date as may be specified as the Interest Commencement Date in the relevant Final Terms;

**"Interest Determination Date"** has the meaning given in the relevant Final Terms;

**"Interest Payment Date"** means the First Interest Payment Date and any other date or dates specified as such in the relevant Final Terms and, if a Business Day Convention is specified in the relevant Final Terms:

- (i) as the same may be adjusted in accordance with the relevant Business Day Convention; or
- (ii) if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months is specified in the relevant Final Terms as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months following the Interest Commencement Date (in the case of the first Interest Payment Date) or the previous Interest Payment Date (in any other case);

**"Interest Period"** means each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date (or, if the Notes are redeemed on any earlier date, the relevant redemption date);

**"ISDA"** means the International Swaps and Derivatives Association, Inc. (or any successor);

**"ISDA Definitions"** has the meaning given in the relevant Final Terms;

**"Issue Date"** has the meaning given in the relevant Final Terms;

**"Margin"** has the meaning given in the relevant Final Terms;

**"Maturity Date"** has the meaning given in the relevant Final Terms;

**"Maximum Redemption Amount"** has the meaning given in the relevant Final Terms;

**"Minimum Redemption Amount"** has the meaning given in the relevant Final Terms;

**"Optional Redemption Amount (Call)"** means, in respect of any Bearer Note, its principal amount or, if specified in the relevant Final Terms, the Make-Whole Amount, such other amount as may be specified in the relevant Final Terms;

**"Optional Redemption Amount (Put)"** means, in respect of any Bearer Note, its principal amount or such other amount as may be specified in the relevant Final Terms;

**"Optional Redemption Date (Call)"** has the meaning given in the relevant Final Terms;

**"Optional Redemption Date (Put)"** has the meaning given in the relevant Final Terms;

**"Participating Member State"** means a Member State of the European Communities which adopts the euro as its lawful currency in accordance with the Treaty;

**"Payment Business Day"** means:

- (a) if the currency of payment is euro, any day which is:
  - (i) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and
  - (ii) in the case of payment by transfer to an account, a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or
- (b) if the currency of payment is not euro, any day which is:

- (i) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and
- (ii) in the case of payment by transfer to an account, a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre;

**"Person"** means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality;

**"Principal Financial Centre"** means, in relation to any currency, the principal financial centre for that currency *provided however that*:

- (i) in relation to euro, it means the principal financial centre of such Member State of the European Communities as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent; and
- (ii) in relation to Australian dollars, it means either Sydney or Melbourne and, in relation to New Zealand dollars, it means either Wellington or Auckland; in each case as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent;

**"Put Option Notice"** means a notice which must be delivered to a Paying Agent by any Noteholder wanting to exercise a right to redeem a Bearer Note at the option of the Noteholder;

**"Put Option Receipt"** means a receipt issued by a Paying Agent to a depositing Noteholder upon deposit of a Bearer Note with such Paying Agent by any Noteholder wanting to exercise a right to redeem a Bearer Note at the option of the Noteholder;

**"Rate of Interest"** means the rate or rates (expressed as a percentage per annum) of interest payable in respect of the Bearer Notes specified in the relevant Final Terms or calculated or determined in accordance with the provisions of these Bearer Conditions;

**"Redemption Amount"** means, as appropriate, the Final Redemption Amount, the Early Redemption Amount (Tax), the Optional Redemption Amount (Call), the Optional Redemption Amount (Put), the Early Termination Amount or such other amount in the nature of a redemption amount as may be specified in the relevant Final Terms;

**"Reference Banks"** has the meaning given in the relevant Final Terms or, if none, four major banks selected by the Calculation Agent in the market that is most closely connected with the Reference Rate;

**"Reference Price"** has the meaning given in the relevant Final Terms;

**"Reference Rate"** means EURIBOR, SONIA, SOFR or €STR (or the Successor Rate), as specified in the relevant Final Terms;

**"Regular Period"** means:

- (i) in the case of Bearer Notes where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;
- (ii) in the case of Bearer Notes where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where **"Regular Date"** means the day and month (but not the year) on which any Interest Payment Date falls; and
- (iii) in the case of Bearer Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where **"Regular Date"** means the day and month (but not the year) on which any Interest

Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period.

**"Relevant Date"** means, in relation to any payment, whichever is the later of (a) the date on which the payment in question first becomes due and (b) if the full amount payable has not been received in the Principal Financial Centre of the currency of payment by the Fiscal Agent on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Noteholders;

**"Relevant Financial Centre"** has the meaning given in the relevant Final Terms;

**"Relevant Indebtedness"** means any Indebtedness which is in the form of or represented by any bond, note, debenture, debenture stock, loan stock, certificate or other instrument which is, or is capable of being, listed, quoted or traded on any stock exchange or in any securities market (including, without limitation, any over-the-counter market) in each case, with an original maturity of greater than 365 days;

**"Relevant Screen Page"** means the page, section or other part of a particular information service (including, without limitation, Reuters) specified as the Relevant Screen Page in the relevant Final Terms, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the Person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate;

**"Relevant Time"** has the meaning given in the relevant Final Terms;

**"Security Interest"** means any mortgage, charge, pledge, lien or other security interest including, without limitation, anything analogous to any of the foregoing under the laws of any jurisdiction;

**"Specified Currency"** has the meaning given in the relevant Final Terms;

**"Specified Denomination(s)"** has the meaning given in the relevant Final Terms;

**"Specified Office"** has the meaning given in the Fiscal Agency Agreement;

**"Specified Period"** has the meaning given in the relevant Final Terms;

**"Subsidiary"** means, in relation to any Person (the **"first Person"**) at any particular time, any other Person (the **"second Person"**):

- (i) whose affairs and policies the first Person controls or has the power to control, whether by ownership of 50 per cent. of the share capital, contract, the power to appoint or remove the majority of the members of the governing body of the second Person or otherwise; or
- (ii) whose financial statements are, in accordance with applicable law and generally accepted accounting principles, consolidated (using the proportional integration method) with those of the first Person;

**"Talon"** means a talon for further Coupons;

**"T2"** means the real time gross settlement system operated by the Eurosystem, or any successor system;

**"TARGET Settlement Day"** means any day on which T2 is open for the settlement of payments in euro; and

**"Treaty"** means the Treaty establishing the European Communities, as amended.

(a) *Interpretation:* In these Conditions:

- (i) if Talons are specified in the relevant Final Terms as being attached to the Bearer Notes at the time of issue, references to Coupons shall be deemed to include references to Talons;



- (ii) if Talons are not specified in the relevant Final Terms as being attached to the Bearer Notes at the time of issue, references to Talons are not applicable;
- (iii) any reference to principal shall be deemed to include the Redemption Amount, any additional amounts in respect of principal which may be payable under Condition 10 (*Taxation*), any premium payable in respect of a Bearer Note and any other amount in the nature of principal payable pursuant to these Conditions;
- (iv) any reference to interest shall be deemed to include any additional amounts in respect of interest which may be payable under Condition 10 (*Taxation*) and any other amount in the nature of interest payable pursuant to these Conditions;
- (v) references to Bearer Notes being "outstanding" shall be construed in accordance with the Fiscal Agency Agreement;
- (vi) if an expression is stated in Condition 2(a) to have the meaning given in the relevant Final Terms, but the relevant Final Terms gives no such meaning or specifies that such expression is "not applicable" then such expression is not applicable to the Bearer Notes; and
- (vii) any reference to the Fiscal Agency Agreement or the Deed of Guarantee shall be construed as a reference to the Fiscal Agency Agreement or the Deed of Guarantee, as the case may be, as amended and/or supplemented up to and including the Issue Date of the Bearer Notes.

### **3 Form, Denomination and Title**

The Bearer Notes are in bearer form in the Specified Denomination(s) with Coupons and, if specified in the relevant Final Terms, Talons attached at the time of issue. In the case of a Series of Bearer Notes with more than one Specified Denomination, Bearer Notes of one Specified Denomination will not be exchangeable for Bearer Notes of another Specified Denomination. In the case of any Bearer Notes which are to be admitted to trading on a regulated market within the European Economic Area or within the United Kingdom, or offered to the public in a Member State of the European Economic Area or in the United Kingdom in circumstances which would otherwise require the publication of a prospectus under the Prospectus Regulation, the minimum Specified Denomination will be €100,000 (or, if the Bearer Notes are denominated in a currency other than euro, the equivalent amount in such currency).

Title to the Bearer Notes and the Coupons will pass by delivery. The holder of any Note or Coupon shall (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any other interest therein, any writing thereon or any notice of any previous loss or theft thereof) and no Person shall be liable for so treating such holder. No person shall have any right to enforce any term or condition of any Note under the Contracts (Rights of Third Parties) Act 1999.

### **4 Status of the Bearer Notes and Guarantee**

The restated text of the Insolvency Law, approved by Royal Legislative Decree 1/2020, of 5 May (the "**Insolvency Law**") provides, among other things, that:

- (i) any claim may become subordinated if it is not reported to the insolvency administrators within one month from the last official publication of the court order declaring the insolvency. If the insolvency proceeding is declared as abridged, the term to report may be reduced to fifteen days;
- (ii) provisions in a contract granting one party the right to terminate by reason only of the other's insolvency may not be enforceable;
- (iii) interest (other than any interest accruing under secured liabilities up to an amount equal to the value of the assets subject to the security) accrued and unpaid until the declaration of the insolvency proceedings (*concurso de acreedores*) shall become subordinated; and

- (iv) accrual of interest (other than ordinary interest accruing under secured liabilities up to an amount equal to the value of the asset subject to the security and only if certain conditions are met) shall be suspended from the date of the declaration of insolvency.

(a) Status of the Bearer Notes:

The Bearer Notes constitute direct, general, unconditional, unsubordinated and (subject to the provisions of Condition 5 (*Negative Pledge*)) unsecured obligations of the Issuer which (unless they qualify as subordinated credits under Article 281 of the Insolvency Law) in the event of the insolvency (*concurso de acreedores*) of the Issuer will at all times rank *pari passu* among themselves and at least *pari passu* with all other present and future unsecured and unsubordinated obligations of the Issuer, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application, and in particular, save for such payment obligations that are preferred by law under Articles 242, 270 and 280 of the Insolvency Law.

In the event of the insolvency (*concurso de acreedores*) of the Issuer, under the Insolvency Law, and assuming that the Bearer Notes continue being unsecured, claims relating to the Bearer Notes (unless they qualify as subordinated credits under Article 281 of the Insolvency Law) will be ordinary credits (*créditos ordinarios*) as defined in the Insolvency Law. Ordinary credits rank below credits against the insolvency estate (*créditos contra la masa*) and credits with a privilege (*créditos privilegiados*). Ordinary credits rank above subordinated credits. Accrued and unpaid interest due in respect of the Bearer Notes at the commencement of an insolvency proceeding (*concurso de acreedores*) of the Issuer will qualify as subordinated credits. Under Spanish law and except as described as above, accrual of interest on the Bearer Notes shall be suspended from the date of any declaration of insolvency.

(b) Status of the Guarantee:

The Guarantors have in the Deed of Guarantee unconditionally and irrevocably guaranteed the due and punctual payment of all sums from time to time payable by the Issuer in respect of the Bearer Notes.

This Guarantee of the Bearer Notes constitutes direct, general, unsubordinated and (subject to the provisions of Condition 5 (*Negative Pledge*)) unsecured obligations of the Guarantors which (unless they qualify as subordinated credits under Article 281 of the Insolvency Law) in the event of the insolvency (*concurso de acreedores*) of the Guarantors will at all times rank at least *pari passu* with all other present and future unsecured and unsubordinated obligations of the Guarantors, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application, and in particular, save for such payment obligations that are preferred by law under Articles 242, 270 and 280 of the Insolvency Law.

## 5 Negative Pledge

So long as any Note remains outstanding neither the Issuer nor the Guarantors shall create or permit to subsist any Security Interest (other than Permitted Security Interest) upon the whole or any part of its present or future undertaking, assets or revenues (including uncalled capital) to secure any Relevant Indebtedness or Guarantee of Relevant Indebtedness without (i) at the same time or prior thereto securing the Bearer Notes equally and rateably therewith, or (ii) providing such other security for the Bearer Notes as may be approved by an Extraordinary Resolution of Noteholders.

Permitted Security Interest means: (i) any Security Interest created in respect of any Relevant Indebtedness of a company which has merged with the Issuer, any of the Guarantors or one of its or their Subsidiaries or which has been acquired by the Issuer, any of the Guarantors or one of its or their Subsidiaries, provided that such security was already in existence at the time of the merger or the acquisition, was not created for the purpose of financing the merger or the acquisition and is not increased in amount and not extended following the merger or the acquisition; and (ii) any Security Interest arising pursuant to any mandatory provision of law other than as a result of any action taken by the Issuer or any of the Guarantors in their ordinary course of business.

## 6 Fixed Rate Note Provisions

- (a) *Application:* This Condition 6 (*Fixed Rate Note Provisions*) is applicable to the Bearer Notes only if the Fixed Rate Note Provisions are specified in the relevant Final Terms as being applicable.
- (b) *Accrual of interest:* The Bearer Notes bear interest from the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 9 (*Payments*). Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 6 (*Fixed Rate Note Provisions*) (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Bearer Notes up to such seventh day (except to the extent that there is any subsequent default in payment).
- (c) *Fixed Coupon Amount:* Other than if the Notes are redeemed on any date that is not an Interest Payment Date, the amount of interest payable in respect of each Note for any Interest Period shall be the relevant Fixed Coupon Amount and, if the Bearer Notes are in more than one Specified Denomination, shall be the relevant Fixed Coupon Amount in respect of the relevant Specified Denomination.
- (d) *Calculation of interest amount:* The amount of interest payable in respect of each Note for any period for which a Fixed Coupon Amount is not specified shall be calculated by applying the Rate of Interest to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of such Note divided by the Calculation Amount. For this purpose a "sub-unit" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

## 7 Floating Rate Note Provisions

- (a) *Application:* This Condition 7 (*Floating Rate Note Provisions*) is applicable to the Bearer Notes only if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable.
- (b) *Accrual of interest:* The Bearer Notes bear interest from the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 9 (*Payments*). Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Bearer Notes up to such seventh day (except to the extent that there is any subsequent default in payment).
- (c) *Screen Rate Determination:* If Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Bearer Notes for each Interest Period will be (other than in respect of Bearer Notes for which SONIA, SOFR and/or €STR or any related index is specified as the Reference Rate in the relevant Final Terms) determined by the Calculation Agent on the following basis:
  - (i) if the Reference Rate is a composite quotation or customarily supplied by one entity, the Calculation Agent will determine the Reference Rate which appears on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;
  - (ii) if Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight-line linear interpolation by reference to two rates

which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date, where:

- (A) one rate shall be determined as if the Relevant Period were the period of time for which rates are available next shorter than the length of the relevant Interest Period; and
- (B) the other rate shall be determined as if the Relevant Period were the period of time for which rates are available next longer than the length of the relevant Interest Period;

*provided, however, that* if no rate is available for a period of time next shorter or, as the case may be, next longer than the length of the relevant Interest Period, then the Calculation Agent shall determine such rate at such time and by reference to such sources as it determines appropriate;

- (iii) in any other case, the Calculation Agent will determine the arithmetic mean of the Reference Rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;
- (iv) if, in the case of (i) above, such rate does not appear on that page or, in the case of (ii) above, fewer than two such rates appear on that page or if, in either case, the Relevant Screen Page is unavailable, the Calculation Agent will:
  - (A) request the principal Relevant Financial Centre office of each of the Reference Banks to provide a quotation of the Reference Rate at approximately the Relevant Time on the Interest Determination Date to prime banks in the Relevant Financial Centre interbank market in an amount that is representative for a single transaction in that market at that time; and
  - (B) determine the arithmetic mean of such quotations; and
- (v) if fewer than two such quotations are provided as requested, the Calculation Agent will determine the arithmetic mean of the rates (being the nearest to the Reference Rate, as determined by the Calculation Agent) quoted by major banks in the Principal Financial Centre of the Specified Currency, selected by the Calculation Agent, at approximately 11.00 a.m. (local time in the Principal Financial Centre of the Specified Currency) on the first day of the relevant Interest Period for loans in the Specified Currency to leading European banks for a period equal to the relevant Interest Period and in an amount that is representative for a single transaction in that market at that time,

and the Rate of Interest for such Interest Period shall be the sum of the Margin and the rate or (as the case may be) the arithmetic mean so determined; *provided however that* if the Calculation Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to the Bearer Notes during such Interest Period will be the sum of the Margin and the rate or (as the case may be) the arithmetic mean last determined in relation to the Bearer Notes in respect of a preceding Interest Period.

- (d) *ISDA Determination:* If ISDA Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Book-entry Notes for each Interest Period will be the sum of the Margin and the relevant ISDA Rate where "**ISDA Rate**" in relation to any Interest Period means a rate equal to the Floating Rate (as defined in the ISDA Definitions) that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Calculation Agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions (provided that in any circumstances where under the ISDA Definitions the Calculation Agent would be required to exercise any discretion, including the selection of any reference banks and seeking quotations from reference banks, when calculating the relevant ISDA Rate, the relevant determination(s) which require the Calculation Agent to exercise its discretion shall instead be made by the Issuer or its designee) and under which:

- (i) if the Final Terms specify either "2006 ISDA Definitions" or "2021 ISDA Definitions" as the applicable ISDA Definitions:
    - (A) the Floating Rate Option (as defined in the ISDA Definitions) is as specified in the relevant Final Terms;
    - (B) the Designated Maturity (as defined in the ISDA Definitions), if applicable, is a period specified in the relevant Final Terms;
    - (C) the relevant Reset Date (as defined in the ISDA Definitions) unless otherwise specified in the relevant Final Terms, has the meaning given to it in the ISDA Definitions; and
    - (D) if Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight-line linear interpolation by reference to two rates based on the relevant Floating Rate Option, where:
      - (1) one rate shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period; and
      - (2) the other rate shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period
- provided, however, that*** if there is no rate available for a period of time next shorter than the length of the relevant Interest Period or, as the case may be, next longer than the length of the relevant Interest Period, then the Calculation Agent shall determine such rate at such time and by reference to such sources as it determines appropriate.
- (E) if the specified Floating Rate Option is an Overnight Floating Rate Option (as defined in the ISDA Definitions), Compounding is specified to be applicable in the relevant Final Terms and:
    - (1) if Compounding with Lookback is specified as the Compounding Method in the relevant Final Terms then (a) Compounding with Lookback is the Overnight Rate Compounding Method and (b) Lookback is the number of Applicable Business Days (as defined in the ISDA Definitions) specified in the relevant Final Terms;
    - (2) if Compounding with Observation Period Shift is specified as the Compounding Method in the relevant Final Terms then (a) Compounding with Observation Period Shift is the Overnight Rate Compounding Method, (b) Observation Period Shift is the number of Observation Period Shift Business Days (as defined in the ISDA Definitions) specified in the relevant Final Terms and (c) Observation Period Shift Additional Business Days (as defined in the ISDA Definitions), if applicable, are the days specified in the relevant Final Terms; or
    - (3) if Compounding with Lockout is specified as the Compounding Method in the relevant Final Terms then (a) Compounding with Lockout is the Overnight Rate Compounding Method, (b) Lockout is the number of Lockout Period Business Days (as defined in the ISDA Definitions) specified in the relevant Final Terms and (c) Lockout Period Business Days, if applicable, are the days specified in the relevant Final Terms;
  - (F) if the specified Floating Rate Option is an Overnight Floating Rate Option (as defined in the ISDA Definitions), Averaging is specified to be applicable in the relevant Final Terms and:

- (1) if Averaging with Lookback is specified as the Averaging Method in the relevant Final Terms then (a) Averaging with Lookback is the Overnight Rate Averaging Method and (b) Lookback is the number of Applicable Business Days (as defined in the ISDA Definitions) specified in relevant Final Terms;
  - (2) if Averaging with Observation Period Shift is specified as the Averaging Method in the relevant Final Terms then (a) Averaging with Overnight Period Shift is the Overnight Rate Averaging Method, (b) Observation Period Shift is the number of Observation Period Shift Business Days (as defined in the ISDA Definitions) specified in the relevant Final Terms and (c) Observation Period Shift Additional Business Days (as defined in the ISDA Definitions), if applicable, are the days specified in the relevant Final Terms; or
  - (3) if Averaging with Lockout is specified as the Averaging Method in the relevant Final Terms then (a) Averaging with Lockout is the Overnight Rate Averaging Method, (b) Lockout is the number of Lockout Period Business Days (as defined in the ISDA Definitions) specified in the relevant Final Terms and (c) Lockout Period Business Days, if applicable, are the days specified in the relevant Final Terms; and
- (G) if the specified Floating Rate Option is an Index Floating Rate Option (as defined in the ISDA Definitions) and Index Provisions are specified to be applicable in the relevant Final Terms, the Compounded Index Method with Observation Period Shift (as defined in the ISDA Definitions) shall be applicable and, (a) Observation Period Shift is the number of Observation Period Shift Business Days (as defined in the ISDA Definitions) specified in the relevant Final Terms and (b) Observation Period Shift Additional Business Days, if applicable, are the days specified in the relevant Final Terms;
- (H) if the specified Floating Rate Option is EUR-EURIBOR or EUR-EURIBOR Reuters and an Index Cessation Event occurs the Applicable Fallback Rate will be determined as if the Fallback Observation Day in respect of a Reset Date and the relevant Interest Period was five Business Days preceding the related Interest Payment Date;
- (ii) references in the ISDA Definitions to:
  - (A) **"Confirmation"** shall be references to the relevant Final Terms;
  - (B) **"Calculation Period"** shall be references to the relevant Interest Period;
  - (C) **"Termination Date"** shall be references to the Maturity Date; and
  - (D) **"Effective Date"** shall be references to the Interest Commencement Date.
- (iii) If the Final Terms specify "2021 ISDA Definitions" as being applicable:
  - (A) **"Administrator/Benchmark Event"** shall be disapplied; and
  - (B) if the Temporary Non-Publication Fallback in respect of any specified Floating Rate Option is specified to be "Temporary Non-Publication Fallback – Alternative Rate" in the Floating Rate Matrix of the 2021 ISDA Definitions the reference to "Calculation Agent Alternative Rate Determination" in the definition of "Temporary Non-Publication Fallback – Alternative Rate" shall be replaced by "Temporary Non-Publication Fallback – Previous Day's Rate".
- (e) *Interest – Floating Rate Notes referencing SONIA (Screen Rate Determination)*
  - (i) This Condition 7(e) is applicable to the Notes only if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable, Screen Rate Determination

is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, and the "Reference Rate" is specified in the relevant Final Terms as being "SONIA".

- (ii) Where "SONIA" is specified as the Reference Rate in the Final Terms, the Rate of Interest for each Interest Period will, subject as provided below, be Compounded Daily SONIA plus or minus (as specified in the relevant Final Terms) the Margin, all as determined by the Calculation Agent.
- (iii) For the purposes of this Condition 7(e):

"**Compounded Daily SONIA**", with respect to an Interest Period, will be calculated by the Calculation Agent on each Interest Determination Date in accordance with the following formula, and the resulting percentage will be rounded, if necessary, to the fourth decimal place, with 0.00005 being rounded upwards:

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{SONIA_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

"**d**" means the number of calendar days in:

- (a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; or
- (b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period;

"**d<sub>o</sub>**" means the number of London Banking Days in:

- (a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; or
- (b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period;

"**i**" means a series of whole numbers from one to d<sub>o</sub>, each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day in:

- (a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; or
- (b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period;

to, and including, the last London Banking Day in such period;

"**Interest Determination Date**" means, in respect of any Interest Period, the date falling p London Banking Days prior to the Interest Payment Date for such Interest Period (or the date falling p London Banking Days prior to such earlier date, if any, on which the Notes are due and payable).

"**London Banking Day**" or "**LBD**" means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

"**n<sub>i</sub>**" for any London Banking Day "i", in the relevant Interest Period or Observation Period (as applicable) is the number of calendar days from, and including, such London Banking Day "i" up to, but excluding, the following London Banking Day;

"**Observation Period**" means, in respect of an Interest Period, the period from, and including, the date falling "p" London Banking Days prior to the first day of such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) and ending on, but excluding, the date which is "p" London Banking Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" London Banking Days prior to such earlier date, if any, on which the Notes become due and payable);

"**p**" for any Interest Period or Observation Period (as applicable), means the number of London Banking Days specified as the "Lag Period" or the "Observation Shift Period" (as applicable) in the relevant Final Terms or if no such period is specified, five London Banking Days;

"**SONIA Reference Rate**" means, in respect of any London Banking Day, a reference rate equal to the daily Sterling Overnight Index Average ("**SONIA**") rate for such London Banking Day as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page (or if the Relevant Screen Page is unavailable, as otherwise is published by such authorised distributors) on the London Banking Day immediately following such London Banking Day; and

"**SONIA<sub>i</sub>**" means the SONIA Reference Rate for:

- (a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the London Banking Day falling "p" London Banking Days prior to the relevant London Banking Day "i"; or
- (b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant London Banking Day "i".

*For the avoidance of doubt, the formula for the calculation of Compounded Daily SONIA only compounds the SONIA Reference Rate in respect of any London Banking Day. The SONIA Reference Rate applied to a day that is a non-London Banking Day will be taken by applying the SONIA Reference Rate for the previous London Banking Day but without compounding.*

- (iv) If, in respect of any London Banking Day in the relevant Interest Period or Observation Period (as applicable), the Calculation Bank determines that the SONIA Reference Rate is not available on the Relevant Screen Page and has not otherwise been published by the relevant authorised distributors, such SONIA Reference Rate shall, subject to Condition 7(n) (*Benchmark Discontinuation*), be:

- (A) the sum of (A) the Bank of England's Bank Rate (the "Bank Rate") prevailing at close of business on the relevant London Banking Day and (B) the mean of the spread of the SONIA Reference Rate to the Bank Rate over the previous five London Banking Days on which a SONIA Reference Rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Bank Rate; or
- (B) if the Bank Rate is not published by the Bank of England at close of business on the relevant London Banking Day, (a) the SONIA Reference Rate published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the first preceding London Banking Day on which the SONIA Reference Rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors), or (b) if this is more recent, the latest determined rate under (A).



- (v) Subject to Condition 7(n) (*Benchmark Discontinuation*), if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 7(e), the Rate of Interest shall be (A) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period, in place of the Margin relating to that last preceding Interest Period) or (B) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to the Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin applicable to the first Interest Period).

(f) *Interest – Floating Rate Notes referencing SOFR (Screen Rate Determination)*

- (i) This Condition 7(f) is applicable to the Notes only if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable, Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, and the "Reference Rate" is specified in the relevant Final Terms as being "SOFR".
- (ii) Where "SOFR" is specified as the Reference Rate in the Final Terms, the Rate of Interest for each Interest Period will, subject as provided below, be the Benchmark plus or minus (as specified in the relevant Final Terms) the Margin, all as determined by the Calculation Agent on each Interest Determination Date.
- (iii) For the purposes of this Condition 7(f):

"**Benchmark**" means Compounded SOFR, which is a compounded average of daily SOFR, as determined for each Interest Period in accordance with the specific formula and other provisions set out in this Condition 7(f).

*Daily SOFR rates will not be published in respect of any day that is not a U.S. Government Securities Business Day, such as a Saturday, Sunday or holiday. For this reason, in determining Compounded SOFR in accordance with the specific formula and other provisions set forth herein, the daily SOFR rate for any U.S. Government Securities Business Day that immediately precedes one or more days that are not U.S. Government Securities Business Days will be multiplied by the number of calendar days from and including such U.S. Government Securities Business Day to, but excluding, the following U.S. Government Securities Business Day.*

*If the Issuer determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred in respect of Compounded SOFR (or the daily SOFR used in the calculation hereof) prior to the relevant SOFR Determination Time, then the provisions under Condition 7(f)(iv) below will apply.*

"**Business Day**" means any weekday that is a U.S. Government Securities Business Day and is not a legal holiday in New York and each (if any) Additional Business Centre(s) and is not a date on which banking institutions in those cities are authorised or required by law or regulation to be closed;

"**Compounded SOFR**" with respect to any Interest Period, means the rate of return of a daily compound interest investment computed in accordance with the following formula (and the resulting percentage will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{SOFR_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

"**d**" is the number of calendar days in:

- (a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; or
- (b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period.

" $d_o$ " is the number of U.S. Government Securities Business Days in:

- (a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; or
- (b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period.

" $i$ " is a series of whole numbers from one to  $d_o$ , each representing the relevant U.S. Government Securities Business Day in chronological order from, and including, the first U.S. Government Securities Business Day in:

- (a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; or
- (b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period,

to and including the last US Government Securities Business Day in such period;

**"Interest Determination Date"** means, in respect of any Interest Period, the date falling " $p$ " U.S. Government Securities Business Days prior to the Interest Payment Date for such Interest Period (or the date falling " $p$ " U.S. Government Securities Business Days prior to such earlier date, if any, on which the Notes are due and payable);

" $n_i$ " for any U.S. Government Securities Business Day " $i$ " in the relevant Interest Period or Observation Period (as applicable), is the number of calendar days from, and including, such U.S. Government Securities Business Day " $i$ " to, but excluding, the following U.S. Government Securities Business Day (" $i+1$ ");

**"Observation Period"** in respect of an Interest Period means the period from, and including, the date falling " $p$ " U.S. Government Securities Business Days preceding the first day in such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) to, but excluding, the date falling " $p$ " U.S. Government Securities Business Days preceding the Interest Payment Date for such Interest Period (or the date falling " $p$ " U.S. Government Securities Business Days prior to such earlier date, if any, on which the Notes become due and payable);

" $p$ " for any Interest Period or Observation Period (as applicable) means the number of U.S. Government Securities Business Days specified as the "Lag Period" or the "Observation Shift Period" (as applicable) in the relevant Final Terms or if no such period is specified, five U.S. Government Securities Business Days;

**"SOFR"** with respect to any U.S. Government Securities Business Day, means:

- (a) the Secured Overnight Financing Rate published for such U.S. Government Securities Business Day as such rate appears on the SOFR Administrator's Website at 3:00 p.m. (New York time) on the immediately following U.S. Government Securities Business Day (the "**SOFR Determination Time**"); or
- (b) Subject to Condition 7(f)(iv) below, if the rate specified in (i) above does not so appear, the Secured Overnight Financing Rate as published in respect of the first preceding U.S. Government Securities Business Day for which the Secured Overnight Financing Rate was published on the SOFR Administrator's Website;

**"SOFR Administrator"** means the Federal Reserve Bank of New York (or a successor administrator of the Secured Overnight Financing Rate);

**"SOFR Administrator's Website"** means the website of the Federal Reserve Bank of New York, or any successor source;

**"SOFR<sub>i</sub>"** means the SOFR for:

- (a) where "Lag" is specified as the Observation Method in the applicable Final Terms, the U.S. Government Securities Business Day falling "p" U.S. Government Securities Business Days prior to the relevant U.S. Government Securities Business Day "i"; or
- (b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant U.S. Government Securities Business Day "i"; and

**"U.S. Government Securities Business Day"** means any day except for a Saturday, a Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

- (iv) If the Issuer determines on or prior to the relevant Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the then-current Benchmark, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the Notes in respect of all determinations on such date and for all determinations on all subsequent dates. In connection with the implementation of a Benchmark Replacement, the Issuer will have the right to make Benchmark Replacement Conforming Changes from time to time, without any requirement for the consent or approval of the Noteholders.

Any determination, decision or election that may be made by the Issuer pursuant to this section, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection:

- (a) will be conclusive and binding absent manifest error;
- (b) will be made in the sole discretion of the Issuer; and
- (c) notwithstanding anything to the contrary in the documentation relating to the Notes, shall become effective without consent from the holders of the Notes or any other party.

**"Benchmark"** means, initially, Compounded SOFR, as such term is defined above; provided that if the Issuer determines on or prior to the Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to Compounded SOFR (or the published daily SOFR used in the calculation thereof) or the then-current Benchmark, then "Benchmark" shall mean the applicable Benchmark Replacement.

**"Benchmark Replacement"** means the first alternative set forth in the order below that can be determined by the Issuer as of the Benchmark Replacement Date:

- (a) the sum of: (A) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark and (B) the Benchmark Replacement Adjustment;
- (b) the sum of: (A) the ISDA Fallback Rate and (B) the Benchmark Replacement Adjustment; or

- (c) the sum of: (A) the alternate rate of interest that has been selected by the Issuer as the replacement for the then-current Benchmark giving due consideration to any industry-accepted rate of interest as a replacement for the then-current Benchmark for U.S. dollar-denominated floating rate notes at such time and (B) the Benchmark Replacement Adjustment;

**"Benchmark Replacement Adjustment"** means the first alternative set forth in the order below that can be determined by the issuer or its designee as of the Benchmark Replacement Date:

- (a) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;
- (b) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, the ISDA Fallback Adjustment; or
- (c) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated floating rate notes at such time;

**"Benchmark Replacement Conforming Changes"** means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters) that the Issuer decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Issuer decides that adoption of any portion of such market practice is not administratively feasible or if the Issuer determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Issuer determines is reasonably necessary);

**"Benchmark Replacement Date"** means the earliest to occur of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof):

- (a) in the case of clause (a) or (b) of the definition of "Benchmark Transition Event," the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark (or such component); or
- (b) in the case of clause (c) of the definition of "Benchmark Transition Event," the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event that gives rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination;

**"Benchmark Transition Event"** means the occurrence of one or more of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof):

- (a) a public statement or publication of information by or on behalf of the administrator of the Benchmark (or such component) announcing that such administrator has ceased or will cease to provide the Benchmark (or such

component), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or

- (b) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark (or such component), the central bank for the currency of the Benchmark (or such component), an insolvency official with jurisdiction over the administrator for the Benchmark (or such component), a resolution authority with jurisdiction over the administrator for the Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark (or such component) has ceased or will cease to provide the Benchmark (or such component) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or
- (c) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative or as of a specified future date will no longer be, representative of the underlying market and economic reality that such benchmark is intended to measure and that representativeness will not be restored;

**"ISDA Fallback Adjustment"** means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark;

**"ISDA Fallback Rate"** means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

**"Reference Time"** with respect to any determination of the Benchmark means (i) if the Benchmark is Compounded SOFR, the SOFR Determination Time, and (ii) if the Benchmark is not Compounded SOFR, the time determined by the Issuer after giving effect to the Benchmark Replacement Conforming Changes;

**"Relevant Governmental Body"** means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto; and

**"Unadjusted Benchmark Replacement"** means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

- (v) Any Benchmark Replacement, Benchmark Replacement Adjustment and the specific terms of any Benchmark Replacement Conforming Changes, determined under Condition 7(f)(iv) above will be notified promptly by the Issuer to the Fiscal Agent, the Calculation Agent, the Paying Agents and, in accordance with Condition 18 (*Notices*), the Noteholders. Such notice shall be irrevocable and shall specify the effective date on which such changes take effect.

No later than notifying the Fiscal Agent of the same, the Issuer shall deliver to the Fiscal Agent a certificate signed by two authorised signatories of the Issuer:

- (A) confirming (x) that a Benchmark Transition Event has occurred, (y) the relevant Benchmark Replacement and, (z) where applicable, any Benchmark Replacement Adjustment and/or the specific terms of any relevant Benchmark Replacement Conforming Changes, in each case as determined in accordance with the provisions of this Condition 7(f); and

- (B) certifying that the relevant Benchmark Replacement Conforming Changes are necessary to ensure the proper operation of such Benchmark Replacement and/or Benchmark Replacement Adjustment.
- (vi) Subject to Condition 7(n) (*Benchmark Discontinuation*), if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 7(f), the Rate of Interest shall be (A) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period, in place of the Margin relating to that last preceding Interest Period) or (B) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to the Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin applicable to the first Interest Period).
- (g) *Interest – Floating Rate Notes referencing €STR (Screen Rate Determination)*
- (i) This Condition 7(g) is applicable to the Notes only if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable, Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, and the "Reference Rate" is specified in the relevant Final Terms as being "€STR".
- (ii) Where "€STR" is specified as the Reference Rate in the Final Terms, the Rate of Interest for each Interest Period will, subject as provided below, be Compounded Daily €STR plus or minus (as specified in the relevant Final Terms) the Margin, all as determined by the Calculation Agent on each Interest Determination Date.
- (iii) For the purposes of this Condition 7(g):

"**Compounded Daily €STR**" means, with respect to any Interest Period, the rate of return of a daily compound interest investment (with the daily euro short-term rate as reference rate for the calculation of interest) as calculated by the Calculation Agent as at the relevant Interest Determination Date in accordance with the following formula (and the resulting percentage will be rounded if necessary to the nearest fifth decimal place, with 0.000005 being rounded upwards):

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{\text{€STR}_i \times n_i}{D} \right) - 1 \right] \times \frac{D}{d}$$

where:

"**d**" means the number of calendar days in:

- (a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; or
- (b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period;

"**D**" means the number specified as such in the relevant Final Terms (or, if no such number is specified, 360);

"**d<sub>o</sub>**" means the number of TARGET Settlement Days in:

- (a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; or
- (b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period;

the "**€STR reference rate**", in respect of any TARGET Settlement Day, is a reference rate equal to the daily euro short-term rate ("**€STR**") for such TARGET Settlement Day as provided by the European Central Bank as the administrator of €STR (or any successor administrator of such rate) on the website of the European Central Bank (or, if no longer published on its website, as otherwise published by it or provided by it to authorised distributors and as then published on the Relevant Screen Page or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors) on the TARGET Settlement Day immediately following such TARGET Settlement Day (in each case, at the time specified by, or determined in accordance with, the applicable methodology, policies or guidelines, of the European Central Bank or the successor administrator of such rate);

"**€STR<sub>i</sub>**" means the €STR reference rate for:

- (a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the TARGET Settlement Day falling "p" TARGET Settlement Days prior to the relevant TARGET Settlement Day "i"; or
- (b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant TARGET Settlement Day "i".

"**i**" is a series of whole numbers from one to "d<sub>o</sub>", each representing the relevant TARGET Settlement Day in chronological order from, and including, the first TARGET Settlement Day in:

- (a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; or
- (b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period;

to, and including, the last TARGET Settlement Day in such period;

"**Interest Determination Date**" means, in respect of any Interest Period, the date falling "p" TARGET Settlement Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" TARGET Settlement Days prior to such earlier date, if any, on which the Notes are due and payable);

"**n<sub>i</sub>**" for any TARGET Settlement Day "i" in the relevant Interest Period or Observation Period (as applicable), means the number of calendar days from (and including) such TARGET Settlement Day "i" up to (but excluding) the following TARGET Settlement Day;

"**Observation Period**" means, in respect of any Interest Period, the period from (and including) the date falling "p" TARGET Settlement Days prior to the first day of the relevant Interest Period (and the final Interest Period shall begin on and include the Interest Commencement Date) to (but excluding) the date falling "p" TARGET Settlement Days prior to (A) (in the case of an Interest Period) the Interest Payment Date for such Interest Period or (B) such earlier date, if any, on which the Notes become due and payable; and

"**p**" for any latest Interest Period or Observation Period (as applicable), means the number of TARGET Settlement Days specified as the "Lag Period" or the "Observation Shift Period" (as applicable) in the relevant Final Terms or, if no such period is specified, five TARGET Business Days.

- (iv) Subject to Condition 7(n) (*Benchmark Discontinuation*), if, where any Rate of Interest is to be calculated pursuant to Condition 7(g)(ii) above, in respect of any TARGET Settlement Day in respect of which an applicable €STR reference rate is required to be determined, such €STR reference rate is not made available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, then the €STR reference rate in respect of such TARGET Settlement Day shall be the €STR

reference rate for the first preceding TARGET Settlement Day in respect of which €STR reference rate was published by the European Central Bank on its website, as determined by the Calculation Agent.

- (v) Subject to Condition 7(n) (*Benchmark Discontinuation*), if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 7(g)(v), the Rate of Interest shall be (A) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period, in place of the Margin relating to that last preceding Interest Period) or (B) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to the Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin applicable to the first Interest Period).

(h) *Interest – SONIA Compounded Index and SOFR Compounded Index (Screen Rate Determination)*

This Condition 7(h) is applicable to the Notes only if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable, Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, and "Index Determination" is specified in the relevant Final Terms as being applicable.

Where "Index Determination" is specified in the relevant Final Terms as being applicable, the Rate of Interest for each Interest Period will be the compounded daily reference rate for the relevant Interest Period, calculated in accordance with the following formula:

$$\frac{(\text{Compounded Index End}}{\text{Compounded Index Start}} - 1) \times \frac{\text{Numerator}}{d}$$

and rounded to the Relevant Decimal Place, plus or minus the Margin (if any), all as determined and calculated by the Calculation Agent, where:

"**Compounded Index**" shall mean either the SONIA Compounded Index or the SOFR Compounded Index, as specified in the relevant Final Terms;

"**d**" is the number of calendar days from (and including) the day on which the relevant Compounded Index Start is determined to (but excluding) the day on which the relevant Compounded Index End is determined;

"**End**" means the relevant Compounded Index value on the day falling the Relevant Number of Index Days prior to the Interest Payment Date for such Interest Period, or such other date on which the relevant payment of interest falls due (but which by its definition or the operation of the relevant provisions is excluded from such Interest Period);

"**Index Days**" means, in the case of the SONIA Compounded Index, London Banking Days, and, in the case of the SOFR Compounded Index, U.S. Government Securities Business Days;

"**Numerator**" means, in the case of the SONIA Compounded Index, 365 and, in the case of the SOFR Compounded Index, 360;

"**Relevant Decimal Place**" shall, unless otherwise specified in the Final Terms, be the fifth decimal place in the case of the SONIA Compounded Index and the seventh decimal place in the case of the SOFR Compounded Index, in each case rounded up or down, if necessary (with 0.000005 or, as the case may be, 0.00000005 being rounded upwards);

"**Relevant Number**" is as specified in the applicable Final Terms, but, unless otherwise specified shall be five;

"**SONIA Compounded Index**" means the Compounded Daily SONIA rate as published at 10:00 (London time) by the Bank of England (or a successor administrator of SONIA) on the Bank of England's Interactive Statistical Database, or any successor source;



**"SOFR Compounded Index"** means the Compounded Daily SOFR rate as published at 15:00 (New York time) by Federal Reserve Bank of New York (or a successor administrator of SOFR) on the website of the Federal Reserve Bank of New York, or any successor source; and

**"Start"** means the relevant Compounded Index value on the day falling the Relevant Number of Index Days prior to the first day of the relevant Interest Period.

Provided that a Benchmark Event has not occurred in respect of the relevant Compounded Index, if, with respect to any Interest Period, the relevant rate is not published for the relevant Compounded Index either on the relevant Start or End date, then the Calculation Agent shall calculate the rate of interest for that Interest Period as if Index Determination was not specified in the applicable Final Terms and as if Compounded Daily SONIA or Compounded Daily SOFR (as defined in Condition 7(e) or Condition 7(f), as applicable) had been specified instead in the Final Terms, and in each case "Observation Shift" had been specified as the Observation Method in the relevant Final Terms, and where the Observation Shift Period for the purposes of that definition in Condition 7(e) or Condition 7(f) (as applicable) shall be deemed to be the same as the Relevant Number specified in the Final Terms and where, in the case of Compounded Daily SONIA, the Relevant Screen Page will be determined by the Issuer. For the avoidance of doubt, if a Benchmark Event has occurred in respect of the relevant Compounded Index, the provisions of Condition 7(n) (*Benchmark Discontinuation*) shall apply.

- (i) *Maximum or Minimum Rate of Interest:* If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the relevant Final Terms, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified.
- (j) *Calculation of Interest Amount:* The Calculation Agent will, as soon as practicable after the time at which the Rate of Interest is to be determined in relation to each Interest Period, calculate the Interest Amount payable in respect of each Note for such Interest Period. The Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of the relevant Note divided by the Calculation Amount. For this purpose a "**sub-unit**" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.
- (k) *Calculation of other amounts:* If the relevant Final Terms specifies that any other amount is to be calculated by the Calculation Agent, the Calculation Agent will, as soon as practicable after the time or times at which any such amount is to be determined, calculate the relevant amount. The relevant amount will be calculated by the Calculation Agent in the manner specified in the relevant Final Terms.
- (l) *Publication:* The Calculation Agent will cause each Rate of Interest and Interest Amount determined by it, together with the relevant Interest Payment Date, and any other amount(s) required to be determined by it together with any relevant payment date(s) to be notified to the Paying Agents and each competent authority, stock exchange and/or quotation system (if any) by which the Bearer Notes have then been admitted to listing, trading and/or quotation as soon as practicable after such determination but (in the case of each Rate of Interest, Interest Amount and Interest Payment Date) in any event not later than the first day of the relevant Interest Period. Notice thereof shall also promptly be given to the Noteholders. The Calculation Agent will be entitled to recalculate any Interest Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Interest Period. If the Calculation Amount is less than the minimum Specified Denomination the Calculation Agent shall not be obliged to publish each Interest Amount but instead may publish only the Calculation Amount and the Interest Amount in respect of a Note having the minimum Specified Denomination.
- (m) *Notifications etc:* All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition by the Calculation Agent will (in the absence of manifest error) be binding on the Issuer, the Guarantors, the Paying Agents, the Noteholders and the Couponholders and (subject as aforesaid)

no liability to any such Person will attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.

- (n) *Benchmark Discontinuation*: Other than in the case of a U.S. dollar-denominated floating rate Note for which the Reference Rate is specified in the relevant Final Terms as being "SOFR", if a Benchmark Event occurs in relation to the Reference Rate when the Rate of Interest (or any component part thereof) for any Interest Period remains to be determined by reference to such Reference Rate, then the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate, failing which an Alternative Rate (in accordance with this Condition 7(n)) and, in either case, an Adjustment Spread, if any (in accordance with this Condition 7(n)) and any Benchmark Amendments (in accordance with Condition this 7(n)).

In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Fiscal Agent, or the Noteholders for any determination made by it pursuant to this Condition 7(n).

If (i) the Issuer is unable to appoint an Independent Adviser or (ii) the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 7(n) prior to the relevant Interest Determination Date, the Reference Rate applicable to the immediately following Interest Period shall be the Reference Rate applicable as at the last preceding Interest Determination Date. If there has not been a first Interest Payment Date, the Reference Rate shall be the Reference Rate applicable to the first Interest Period. For the avoidance of doubt, any adjustment pursuant to this Condition 7(n) shall apply to the immediately following Interest Period only. Any subsequent Interest Period may be subject to the subsequent operation of this Condition 7(n).

If the Independent Adviser and the Issuer agree that:

- (A) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 7(n)) subsequently be used in place of the Reference Rate to determine the Rate of Interest for the immediately following Interest Period and all following Interest Periods, subject to the subsequent operation of this Condition 7(n) in the event of a further Benchmark Event affecting the Successor Rate; or
- (B) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in Condition 7(n)) subsequently be used in place of the Reference Rate to determine the Rate of Interest for the immediately following Interest Period and all following Interest Periods, subject to the subsequent operation of this Condition 7(n) in the event of a further Benchmark Event affecting the Alternative Rate.

If the Independent Adviser and the Issuer agree (A) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and (B) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall apply to the Successor Rate or the Alternative Rate (as the case may be).

If any relevant Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 7(n) and the Independent Adviser and the Issuer agree (i) that amendments to these Conditions are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (such amendments, the "**Benchmark Amendments**") and (ii) the terms of the Benchmark Amendments, then the Issuer shall, following consultation with the Calculation Agent (or the person specified in the applicable Final Terms as the party responsible for calculating the Rate of Interest and the Interest Amount(s)), subject to giving notice thereof in accordance with Condition 7(n), without any requirement for the consent or approval of relevant Noteholders, vary these Conditions to give effect to such Benchmark Amendments with effect from the date specified in such notice (and for the avoidance of doubt, the Fiscal Agent shall, at the direction and expense of the Issuer, consent to and effect such consequential amendments to the Fiscal Agency Agreement and these Conditions as may be required in order to give effect to this Condition 7(n)).

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 7(n) will be notified promptly by the Issuer to the Fiscal Agent, the Calculation Agent, the Paying Agents and, in accordance with Condition 18 (*Notices*), the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

No later than notifying the Fiscal Agent of the same, the Issuer shall deliver to the Fiscal Agent a certificate signed by two authorised signatories of the Issuer:

- (A) confirming (x) that a Benchmark Event has occurred, (y) the relevant Successor Rate, or, as the case may be, the relevant Alternative Rate and, (z) where applicable, any relevant Adjustment Spread and/or the specific terms of any relevant Benchmark Amendments, in each case as determined in accordance with the provisions of this Condition 7(n); and
- (B) certifying that the relevant Benchmark Amendments are necessary to ensure the proper operation of such relevant Successor Rate, Alternative Rate and/or Adjustment Spread.

The Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of such Successor Rate or Alternative Rate and such Adjustment Spread (if any) and such Benchmark Amendments (if any)) be binding on the Issuer, the Fiscal Agent, the Calculation Agent, the other Paying Agents and the Noteholders.

Notwithstanding any other provision of this Condition 7(n), the Calculation Agent or any Paying Agent is not obliged to concur with the Issuer or the Independent Adviser in respect of any changes or amendments as contemplated under this Condition 7(n), which, in the sole and reasonable opinion of the Calculation Agent or the relevant Paying Agent, as the case may be, would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Calculation Agent or the relevant Paying Agent (as applicable) in the Fiscal Agency Agreement and/or these Conditions.

As used in this Condition 7(n):

**"Adjustment Spread"** means either a spread (which may be positive or negative), or the formula or methodology for calculating a spread, in either case, which the Independent Adviser determines is required to be applied to the relevant Successor Rate or the relevant Alternative Rate (as the case may be) and is the spread, formula or methodology which:

- (A) in the case of a Successor Rate, is formally recommended, or formally provided as an option for parties to adopt, in relation to the replacement of the Reference Rate with the Successor Rate by any Relevant Nominating Body; or
- (B) (if no such recommendation has been made, or in the case of an Alternative Rate), the Independent Adviser, determines is customarily applied to the relevant Successor Rate or Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Reference Rate; or
- (C) (if no such determination has been made) the Independent Adviser determines, is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or
- (D) (if the Independent Adviser determines that no such industry standard is recognised or acknowledged) the Independent Adviser determines to be appropriate to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders as a result of the replacement of the Reference Rate with the Successor Rate or the Alternative Rate (as the case may be).

**"Alternative Rate"** means an alternative benchmark or screen rate which the Independent Adviser determines in accordance with this Condition 7(n) is customary in market usage in the

international debt capital markets for the purposes of determining floating rates of interest (or the relevant component part thereof) for a commensurate period and in the Specified Currency.

**"Benchmark Amendments"** has the meaning given to it in this Condition 7(n).

**"Benchmark Event"** means:

- A. the relevant Reference Rate has ceased to be published on the Relevant Screen Page as a result of such benchmark ceasing to be calculated or administered; or
- B. a public statement by the administrator of the relevant Reference Rate that (in circumstances where no successor administrator has been or will be appointed that will continue publication of such Reference Rate) it has ceased publishing such Reference Rate permanently or indefinitely or that it will cease to do so by a specified future date (the **"Specified Future Date"**); or
- C. a public statement by the supervisor of the administrator of the relevant Reference Rate that such Reference Rate has been or will, by a specified future date (the **"Specified Future Date"**), be permanently or indefinitely discontinued; or
- D. a public statement by the supervisor of the administrator of the relevant Reference Rate that means that such Reference Rate will, by a specified future date (the **"Specified Future Date"**), be prohibited from being used or that its use will be subject to restrictions or adverse consequences, either generally or in respect of the Bearer Notes; or
- E. a public statement by the supervisor of the administrator of the relevant Reference Rate (as applicable) that, in the view of such supervisor, such Reference Rate is or will, by a specified future date (the **"Specified Future Date"**) be no longer representative of an underlying market; or
- F. it has or will, by a specified date within the following six months, become unlawful for the Calculation Agent to calculate any payments due to be made to any Noteholder using the relevant Reference Rate (as applicable) (including, without limitation, under the EU Benchmarks Regulation, if applicable).

Notwithstanding the sub-paragraphs above, where the relevant Benchmark Event is a public statement within sub-paragraphs (B), (C), (D) or (E) above and the Specified Future Date in the public statement is more than six months after the date of that public statement, the Benchmark Event shall not be deemed to occur until the date falling six months prior to such Specified Future Date.

**"Independent Adviser"** means an independent financial institution of international repute or other independent financial adviser experienced in the international capital markets, in each case appointed by the Issuer at its own expense under this Condition 7(n).

**"Relevant Nominating Body"** means, in respect of a benchmark or screen rate (as applicable):

- (A) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or
- (B) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (c) a group of the aforementioned central banks or other supervisory authorities or (d) the Financial Stability Board or any part thereof.

**"Successor Rate"** means a successor to or replacement of the Reference Rate which is formally recommended by any Relevant Nominating Body.

## 8 Redemption and Purchase

- (a) *Scheduled redemption*: Unless previously redeemed, or purchased and cancelled, the Bearer Notes will be redeemed at their Final Redemption Amount on the Maturity Date, subject as provided in Condition 9 (*Payments*).
- (b) *Redemption for tax reasons*: The Bearer Notes may be redeemed at the option of the Issuer in whole, but not in part:
  - (i) at any time (if the Floating Rate Note Provisions are not specified in the relevant Final Terms as being applicable); or
  - (ii) on any Interest Payment Date (if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable),

on giving not less than 30 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable), at their Early Redemption Amount (Tax), together with interest accrued (if any) to the date fixed for redemption, if, immediately before giving such notice:

- (A) (1) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 10 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of the Kingdom of Spain or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date of issue of the first Tranche of the Bearer Notes; and (2) such obligation cannot be avoided by the Issuer taking reasonable measures available to it; or
- (B) (1) the Guarantors have or (if a demand was made under the Guarantee of the Bearer Notes) would become obliged to pay additional amounts as provided or referred to in Condition 10 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of the Kingdom of Spain or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after the date of issue of the first Tranche of the Bearer Notes and (2) such obligation cannot be avoided by the Guarantors taking reasonable measures available to it,

*provided, however, that no such notice of redemption shall be given earlier than:*

- (1) where the Bearer Notes may be redeemed at any time, 90 days prior to the earliest date on which the Issuer or the Guarantors would be obliged to pay such additional amounts if a payment in respect of the Bearer Notes were then due or (as the case may be) a demand under the Guarantee of the Bearer Notes were then made; or
- (2) where the Bearer Notes may be redeemed only on an Interest Payment Date, 60 days prior to the Interest Payment Date occurring immediately before the earliest date on which the Issuer or the Guarantors would be obliged to pay such additional amounts if a payment in respect of the Bearer Notes were then due or (as the case may be) a demand under the Guarantee of the Bearer Notes were then made.

Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver or procure that there is delivered to the Fiscal Agent (1) a certificate signed by two directors of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred and (2) an opinion of independent legal advisers of recognised standing to the effect that the Issuer or (as the case may be) either of the Guarantors has or will become obliged to pay such additional amounts as a result of such change or amendment. Upon the expiry of any such notice as is referred to in this Condition 8(b) (*Redemption and Purchase – Redemption for tax reasons*), the Issuer shall be bound to redeem the Bearer Notes in accordance with this Condition 8(b) (*Redemption and Purchase – Redemption for tax reasons*).

- (c) *Redemption at the option of the Issuer:* If the Call Option is specified in the relevant Final Terms as being applicable, the Bearer Notes may be redeemed at the option of the Issuer in whole or, if so specified in the relevant Final Terms. Such Notes may be redeemed in part on any Optional Redemption Date (Call) at the relevant Optional Redemption Amount (Call) on the Issuer's giving not less than 30 nor more than 60 days' notice to the Noteholders, or such other notice period as may be specified in the relevant Final Terms (which notice shall be irrevocable and shall oblige the Issuer to redeem the Bearer Notes or, as the case may be, the Bearer Notes specified in such notice on the relevant Optional Redemption Date (Call) at the Optional Redemption Amount (Call) plus accrued interest (if any) to such date).

If the Optional Redemption Amount (Call) specified in the relevant Final Terms is the **"Make-Whole Amount"**, the Optional Redemption Amount (Call) will be the higher of:

- (a) 100 per cent. of the principal amount outstanding of the Bearer Notes to be redeemed; and
- (b) the sum of the present values of the principal amount outstanding of the Bearer Notes to be redeemed and the Remaining Term Interest on such Bearer Notes (exclusive of interest accrued to the date of redemption) discounted to the date of redemption on an annual basis at (i) the Reference Note Rate plus the Redemption Margin; or (ii) the Discount Rate, in each case as may be specified in the applicable Final Terms. If the Make-whole Exemption Period is specified as applicable and the Issuer gives notice to redeem the Bearer Notes during the Make-whole Exemption Period, the Optional Redemption Amount (Call) will be 100 per cent. of the principal amount outstanding of the Bearer Notes to be redeemed.

All Bearer Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition 8(c).

In the case of a partial redemption the notice to Noteholders shall also contain the certificate numbers of the Bearer Notes to be redeemed, which shall have been drawn in such place and in such manner as may be fair and reasonable in the circumstances, taking account of prevailing market practices, subject to compliance with any applicable laws and stock exchange or other relevant authority requirements.

In this Condition 8(c), as applicable:

**"Discount Rate"** will be as set out in the applicable Final Terms.

**"FA Selected Note"** means a government security or securities selected by the Financial Adviser as having an actual or interpolated maturity comparable with the remaining term of the Bearer Notes that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities denominated in the same currency as the Bearer Notes and of a comparable maturity to the remaining term of the Bearer Notes.

**"Financial Adviser"** means the entity so specified in the applicable Final Terms or, if not so specified or such entity is unable or unwilling to act, any financial adviser selected by the Issuer and/or the Guarantor.

**"Make-whole Exemption Period"** will be as set out in the applicable Final Terms.

**"Redemption Margin"** will be as set out in the applicable Final Terms.

**"Reference Date"** will be set out in the relevant notice of redemption, such date to fall no earlier than the date falling 30 days prior to the date of such notice.

**"Reference Government Note Dealer"** means each of five banks selected by the Issuer and/or the Guarantors, or their affiliates, which are (a) primary government securities dealers, and their respective successors, or (b) market makers in pricing corporate note issues.

**"Reference Government Note Dealer Quotations"** means, with respect to each Reference Government Note Dealer and any date for redemption, the arithmetic average, as determined by

the Calculation Agent, of the bid and offered prices for the Reference Note (expressed in each case as a percentage of its nominal amount) at the Quotation Time specified in the applicable Final Terms on the Reference Date quoted in writing to the Calculation Agent by such Reference Government Note Dealer.

**"Reference Note"** shall be the note so specified in the applicable Final Terms or, if not so specified or if no longer available, the FA Selected Note.

**"Reference Note Price"** means, with respect to any date of redemption: (a) the arithmetic average of the Reference Government Note Dealer Quotations for such date of redemption, after excluding the highest and lowest such Reference Government Note Dealer Quotations; or (b) if the Financial Adviser obtains fewer than four such Reference Government Note Dealer Quotations, the arithmetic average of all such quotations.

**"Reference Note Rate"** means, with respect to any date of redemption, the rate per annum equal to the annual or semi-annual yield (as the case may be) to maturity or interpolated yield to maturity (on the relevant day count basis) of the Reference Note, assuming a price for the Reference Note (expressed as a percentage of its nominal amount) equal to the Reference Note Price for such date of redemption.

**"Remaining Term Interest"** means with respect to any Note, the aggregate amount of scheduled payment(s) of interest on such Note for the remaining term of such Note determined on the basis of the rate of interest applicable to such Note from and including the date on which such Note is to be redeemed by the Issuer in accordance with this Condition.

- (d) *Partial redemption:* If the Bearer Notes are to be redeemed in part only on any date in accordance with Condition 8(c) (*Redemption and Purchase – Redemption at the option of the Issuer*), the Bearer Notes to be redeemed shall be selected by the drawing of lots in such place as the Fiscal Agent approves and in such manner as the Fiscal Agent considers appropriate, subject to compliance with applicable law, the rules of each competent authority, stock exchange and/or quotation system (if any) by which the Bearer Notes have then been admitted to listing, trading and/or quotation, and the notice to Noteholders referred to in Condition 8(c) (*Redemption and Purchase – Redemption at the option of the Issuer*) shall specify the serial numbers of the Bearer Notes so to be redeemed. If any Maximum Redemption Amount or Minimum Redemption Amount is specified in the relevant Final Terms, then the Optional Redemption Amount (Call) shall in no event be greater than the maximum or be less than the minimum so specified.
- (e) *Redemption at the option of Noteholders:* If the Put Option is specified in the relevant Final Terms as being applicable, the Issuer shall, at the option of the holder of any Note redeem such Note on the Optional Redemption Date (Put) specified in the relevant Put Option Notice at the relevant Optional Redemption Amount (Put) together with interest (if any) accrued to such date. In order to exercise the option contained in this Condition 8(e) (*Redemption and Purchase – Redemption at the option of Noteholders*), the holder of a Note must, not less than 30 nor more than 60 days before the relevant Optional Redemption Date (Put), deposit with any Paying Agent such Note together with all unmatured Coupons relating thereto and a duly completed Put Option Notice in the form obtainable from any Paying Agent. The Paying Agent with which a Note is so deposited shall deliver a duly completed Put Option Receipt to the depositing Noteholder. No Note, once deposited with a duly completed Put Option Notice in accordance with this Condition 8(e) (*Redemption and Purchase – Redemption at the option of Noteholders*), may be withdrawn; *provided however that* if, prior to the relevant Optional Redemption Date (Put), any such Note becomes immediately due and payable or, upon due presentation of any such Note on the relevant Optional Redemption Date (Put), payment of the redemption moneys is improperly withheld or refused, the relevant Paying Agent shall mail notification thereof to the depositing Noteholder at such address as may have been given by such Noteholder in the relevant Put Option Notice and shall hold such Note at its Specified Office for collection by the depositing Noteholder against surrender of the relevant Put Option Receipt. For so long as any outstanding Note is held by a Paying Agent in accordance with this Condition 8(e) (*Redemption and Purchase – Redemption at the option of Noteholders*), the depositor of such Note and not such Paying Agent shall be deemed to be the holder of such Note for all purposes.

- (f) *Redemption following a Substantial Purchase Event:* If a Substantial Purchase Event (as defined below) is specified in the relevant Final Terms as being applicable and a Substantial Purchase Event has occurred, then the Issuer may, subject to having given not less than 30 nor more than 60 days' notice to the Noteholders in accordance with Condition 18 (*Notices*), redeem or purchase (or procure the purchase of), at its option, the Bearer Notes comprising the relevant Series in whole, but not in part, in accordance with these Conditions at any time, in each case at their principal amount, together with any accrued and unpaid interest up to (but excluding) the date of redemption or purchase.

All Bearer Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition.

A "**Substantial Purchase Event**" shall be deemed to have occurred if at least 80 per cent. of the aggregate principal amount of the Bearer Notes of the relevant Series originally issued (which for these purposes shall include any further Bearer Notes of the same Series issued subsequently) is purchased by the Issuer or Guarantors or any of their subsidiaries (and in each case is cancelled in accordance with Condition 8(j)).

- (g) *Residual Maturity Call Option:* If a Residual Maturity Call Option is specified in the relevant Final Terms as being applicable, the Issuer may, on giving not less than 15 nor more than 30 days' notice to the Noteholders in accordance with Condition 18 (*Notices*) (which notice shall specify the date fixed for redemption (the "**Residual Maturity Call Option Redemption Date**")), at its option, redeem the Bearer Notes comprising the relevant Series, in whole but not in part, at their principal amount together with any accrued and unpaid interest up to (but excluding) the date fixed for redemption, which shall be no earlier than (i) three months before the Maturity Date in respect of Bearer Notes having a maturity of not more than 10 years or (ii) six months before the Maturity Date in respect of Bearer Notes having a maturity of more than ten years.

For the purpose of the preceding paragraph, the maturity of not more than ten years or the maturity of more than ten years shall be determined as from the Issue Date of the first Tranche of the relevant Series of Bearer Notes.

All Bearer Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition.

- (h) *No other redemption:* The Issuer shall not be entitled to redeem the Bearer Notes otherwise than as provided in paragraphs (a) to (g) above.
- (i) *Purchase:* The Issuer, the Guarantors or any of their respective Subsidiaries may at any time purchase Bearer Notes in the open market or otherwise and at any price, provided that all unmatured Coupons are purchased therewith. Such Bearer Notes may be held or resold at the option of the Guarantors or their respective Subsidiaries. Bearer Notes purchased by the Issuer must be surrendered to any Paying Agent for cancellation. The Guarantors or their respective Subsidiaries may sell such Bearer Notes to the Issuer. In such case the Issuer must surrender such notes to any Paying Agent for cancellation.
- (j) *Cancellation:* All Bearer Notes so redeemed by the Issuer and any unmatured Coupons attached to or surrendered with them shall be cancelled. All Bearer Notes so cancelled and any Bearer Notes purchased and cancelled pursuant to Condition 8(i) (*Redemption and Purchase – Purchase*) above (together with all unmatured Coupons cancelled therewith) shall be forwarded to the Agent and cannot be reissued or resold.

## 9 Payments

- (a) *Principal:* Payments of principal shall be made only against presentation and (provided that payment is made in full) surrender of Bearer Notes at the Specified Office of any Paying Agent outside the United States by cheque drawn in the currency in which the payment is due on, or by transfer to an account denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency (in the case of a sterling cheque, a town clearing branch of a bank in the City of London).



- (b) *Interest:* Payments of interest shall, subject to paragraph (h) below, be made only against presentation and (provided that payment is made in full) surrender of the appropriate Coupons at the Specified Office of any Paying Agent outside the United States in the manner described in paragraph (a) above.
- (c) *Payments in New York City:* Payments of principal or interest may be made at the Specified Office of a Paying Agent in New York City if (i) the Issuer has appointed Paying Agents outside the United States with the reasonable expectation that such Paying Agents will be able to make payment of the full amount of the interest on the Bearer Notes in the currency in which the payment is due when due, (ii) payment of the full amount of such interest at the offices of all such Paying Agents is illegal or effectively precluded by exchange controls or other similar restrictions and (iii) payment is permitted by applicable United States law.
- (d) *Payments subject to fiscal laws:* Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 10 (*Taxation*) and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 10 (*Taxation*)) any law implementing an intergovernmental approach thereto. No commissions or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.
- (e) *Deductions for unmatured Coupons:* If the relevant Final Terms specifies that the Fixed Rate Note Provisions are applicable and a Note is presented without all unmatured Coupons relating thereto:
  - (i) if the aggregate amount of the missing Coupons is less than or equal to the amount of principal due for payment, a sum equal to the aggregate amount of the missing Coupons will be deducted from the amount of principal due for payment; *provided however that* if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of such missing Coupons which the gross amount actually available for payment bears to the amount of principal due for payment;
  - (ii) if the aggregate amount of the missing Coupons is greater than the amount of principal due for payment:
    - (A) so many of such missing Coupons shall become void (in inverse order of maturity) as will result in the aggregate amount of the remainder of such missing Coupons (the "**Relevant Coupons**") being equal to the amount of principal due for payment; *provided however that* where this sub-paragraph would otherwise require a fraction of a missing Coupon to become void, such missing Coupon shall become void in its entirety; and
    - (B) a sum equal to the aggregate amount of the Relevant Coupons (or, if less, the amount of principal due for payment) will be deducted from the amount of principal due for payment; *provided, however, that*, if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of the Relevant Coupons (or, as the case may be, the amount of principal due for payment) which the gross amount actually available for payment bears to the amount of principal due for payment.

Each sum of principal so deducted shall be paid in the manner provided in paragraph (a) above against presentation and (provided that payment is made in full) surrender of the relevant missing Coupons.

- (f) *Unmatured Coupons void:* If the relevant Final Terms specifies that this Condition 9(f) (*Payments – Unmatured Coupons void*) is applicable or that the Floating Rate Note Provisions are applicable, on the due date for final redemption of any Note or early redemption in whole of such Note pursuant to Condition 8(b) (*Redemption and Purchase – Redemption for tax reasons*), Condition 8(c) (*Redemption and Purchase – Redemption at the option of the Issuer*), Condition 8(e)

(*Redemption and Purchase – Redemption at the option of Noteholders*), Condition 8(f) (*Redemption following a Substantial Purchase Event*), Condition 8(g) (*Residual Maturity Call Option*) or Condition 11 (*Events of Default*), all unmatured Coupons relating thereto (whether or not still attached) shall become void and no payment will be made in respect thereof.

- (g) *Payments on business days*: If the due date for payment of any amount in respect of any Note or Coupon is not a Payment Business Day in the place of presentation, the holder shall not be entitled to payment in such place of the amount due until the next succeeding Payment Business Day in such place and shall not be entitled to any further interest or other payment in respect of any such delay.
- (h) *Payments other than in respect of matured Coupons*: Payments of interest other than in respect of matured Coupons shall be made only against presentation of the relevant Bearer Notes at the Specified Office of any Paying Agent outside the United States (or in New York City if permitted by paragraph (c) above).
- (i) *Partial payments*: If a Paying Agent makes a partial payment in respect of any Note or Coupon presented to it for payment, such Paying Agent will endorse thereon a statement indicating the amount and date of such payment.
- (j) *Exchange of Talons*: On or after the maturity date of the final Coupon which is (or was at the time of issue) part of a Coupon Sheet relating to the Bearer Notes, the Talon forming part of such Coupon Sheet may be exchanged at the Specified Office of the Fiscal Agent for a further Coupon Sheet (including, if appropriate, a further Talon but excluding any Coupons in respect of which claims have already become void pursuant to Condition 12 (*Prescription*)). Upon the due date for redemption of any Note, any unexchanged Talon relating to such Note shall become void and no Coupon will be delivered in respect of such Talon.

## 10 Taxation

- (a) *Gross up*: All payments of principal and interest in respect of the Bearer Notes and the Coupons by or on behalf of the Issuer or the Guarantors shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of the Kingdom of Spain or any political subdivision therein or any authority therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments, or governmental charges is required by law. In that event, the Issuer or (as the case may be) the Guarantors shall pay such additional amounts as will result in receipt by the Noteholders and the Couponholders after such withholding or deduction of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable in respect of any Note or Coupon:
  - (i) presented for payment by, or on behalf of, a holder which is liable to such taxes, duties, assessments or governmental charges in respect of such Note or Coupon by reason of its having some connection with the jurisdiction by which such taxes, duties, assessments or charges have been imposed, levied, collected, withheld or assessed other than the mere holding of the Note or Coupon; or
  - (ii) presented for payment by or on behalf of a holder who would not be liable or subject to the withholding or deduction by making a declaration concerning the nationality, residence or identity of the holder (or providing information, documentation or other evidence of the same) or other similar claim for exemption to the relevant tax authority or to (or on behalf of) the Issuer, where such declaration or claim is upon request required or imposed by the Spanish tax authorities; or
  - (iii) to, or to a third party on behalf of, a holder if the Issuer or the Guarantors do not receive in a timely manner certain information about the Bearer Notes of such holder as it is required by the applicable Spanish tax laws and regulations, including a duly executed and completed certificate, pursuant to Law 10/2014 of 26 June, and Royal Decree 1065/2007 of 27 July; or

- (iv) presented for payment more than 30 days after the Relevant Date except to the extent that the holder of such Note or Coupon would have been entitled to such additional amounts on presenting such Note or Coupon for payment on the last day of such period of 30 days.
- (b) *Taxing jurisdiction:* If any of the Issuer or the Guarantors become subject at any time to any taxing jurisdiction other than the Kingdom of Spain, references in these Conditions to the Kingdom of Spain shall be construed as references to the Kingdom of Spain and/or such other jurisdiction.

## 11 Events of Default

If any of the following events occurs and is continuing:

- (a) *Non-payment:* the Issuer (and each of the Guarantors under the Deed of Guarantee) fails to pay any amount of principal in respect of the Bearer Notes (or in respect of the Deed of Guarantee) within fourteen days of the due date for payment thereof or fails to pay any amount of interest in respect of the Bearer Notes (or in respect of the Deed of Guarantee) within twenty one days of the due date for payment thereof; or
- (b) *Breach of other obligations:* the Issuer or either of the Guarantors defaults in the performance or observance of any of its other obligations under or in respect of the Bearer Notes or the Deed of Guarantee and such default remains unremedied for 60 days after written notice thereof to the Issuer and the Guarantors; or
- (c) *Cross-default of Issuer or Guarantors:*
  - (i) any Relevant Indebtedness of the Issuer or the either of the Guarantors is not paid when due or (as the case may be) within any originally applicable grace period;
  - (ii) any amounts of principal or interest in respect of such Relevant Indebtedness becomes (or becomes capable of being declared) due and payable prior to its stated maturity otherwise than at the option of the Issuer or either of the Guarantors (as the case may be) or (provided that no event of default, howsoever described, has occurred) any Person entitled to such Indebtedness; or
  - (iii) the Issuer or either of the Guarantors fails to pay when due any amount payable by it under any Guarantee of any Relevant Indebtedness;

provided that the amount of Relevant Indebtedness referred to in sub-paragraph (i) and/or sub-paragraph (ii) above and/or the amount payable under any Guarantee referred to in sub-paragraph (iii) above individually or in the aggregate exceeds €50,000,000 (or its equivalent in any other currency or currencies); or

- (d) *Enforcement proceedings:* a distress, attachment, execution, or other legal process is levied, enforced or sued out, on or against all or a material part of the property, assets or revenues of the Group and is not discharged or stayed within 90 days; or
- (e) *Security enforced:* a secured party takes possession, or a receiver, manager or other similar officer is appointed, of the whole or a substantial part of the undertaking, assets and revenues of the Group; or
- (f) *Insolvency etc:* (i) the Issuer or either of the Guarantors becomes insolvent or is unable to pay its debts as they fall due, (ii) an administrator or liquidator of the Issuer or either of the Guarantors or the whole or a substantial part of the undertaking, assets and revenues of the Issuer or either of the Guarantors is appointed (or application for any such appointment is made), (iii) the Issuer or either of the Guarantors takes any action for a readjustment or deferment of any of its obligations or makes a general assignment or an arrangement or composition with or for the benefit of its creditors or declares a moratorium in respect of any of its Indebtedness or any Guarantee of any Indebtedness given by it or (iv) the Issuer or either of the Guarantors ceases or threatens to cease to carry on all or any substantial part of its business (otherwise than for the purposes of or pursuant to an amalgamation, reorganisation or restructuring whilst solvent); or (v) an order is made or an effective resolution is passed for the winding up, liquidation or dissolution of the Issuer or either

of the Guarantors (otherwise than for the purposes of or pursuant to an amalgamation, reorganisation or restructuring whilst solvent); or

- (g) *Failure to take action etc*: any action, condition or thing at any time required to be taken, fulfilled or done in order (i) to enable the Issuer and the Guarantors lawfully to enter into, exercise their respective rights and perform and comply with their respective obligations under and in respect of the Bearer Notes (ii) to ensure that those obligations are legal, valid, binding and enforceable and (iii) to make the Bearer Notes and the Coupons admissible in evidence in the courts of the Kingdom of Spain is not taken, fulfilled or done by the Issuer or the Guarantors (as applicable); or
- (h) *Unlawfulness*: it is or will become unlawful for the Issuer or either of the Guarantors to perform or comply with any of its obligations under or in respect of the Bearer Notes or the Deed of Guarantee; or
- (i) *Guarantee not in force*: the Guarantee of the Bearer Notes is not (or is claimed by either of the Guarantors not to be) in full force and effect; or

then any Noteholder of the relevant Series in respect of such Bearer Notes may, by written notice to the Issuer and the Guarantors, declare that such Bearer Notes or Note (as the case may be) and all interest then accrued but unpaid on such Bearer Notes or Note (as the case may be) shall be forthwith due and payable, whereupon the same shall (to the extent permitted by applicable Spanish law) become immediately due and payable at its Early Termination Amount, together with all interest accrued thereon without presentment, demand, protest or other notice of any kind, all of which the Issuer will expressly waive, anything contained in such Bearer Notes to the contrary.

## **12 Prescription**

Claims for principal shall become void unless the relevant Bearer Notes are presented for payment within ten years of the appropriate Relevant Date. Claims for interest shall become void unless the relevant Coupons are presented for payment within five years of the appropriate Relevant Date.

## **13 Replacement of Bearer Notes and Coupons**

If any Note or Coupon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Fiscal Agent (and, if the Bearer Notes are then admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent in any particular place, the Paying Agent having its Specified Office in the place required by such competent authority, stock exchange and/or quotation system), subject to all applicable laws and competent authority, stock exchange and/or quotation system requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer may reasonably require. Mutilated or defaced Bearer Notes or Coupons must be surrendered before replacements will be issued.

## **14 Agents**

In acting under the Fiscal Agency Agreement and in connection with the Bearer Notes and the Coupons, the Paying Agents act solely as agents of the Issuer and the Guarantors and do not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders or Couponholders.

The initial Paying Agents and their initial Specified Offices are listed below. The initial Calculation Agent (if any) is specified in the relevant Final Terms. The Issuer and the Guarantors reserve the right at any time to vary or terminate the appointment of any Paying Agent and to appoint a successor fiscal agent or Calculation Agent and additional or successor paying agents; *provided however that*:

- (a) the Issuer and the Guarantors shall at all times maintain a Fiscal Agent; and
- (b) if a Calculation Agent is specified in the relevant Final Terms, the Issuer and the Guarantors shall at all times maintain a Calculation Agent; and
- (c) if and for so long as the Bearer Notes are admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system which requires the appointment of

a Paying Agent in any particular place, the Issuer and the Guarantors shall maintain a Paying Agent having its Specified Office in the place required by such competent authority, stock exchange and/or quotation system.

Notice of any change in any of the Paying Agents or in their Specified Offices shall promptly be given to the Noteholders.

## 15 Meetings of Noteholders; Modification and Waiver

- (a) *Meetings of Noteholders:* The Fiscal Agency Agreement contains provisions for convening meetings of Noteholders to consider matters relating to the Bearer Notes, including the modification of any provision of these Conditions. Any such modification may be made if sanctioned by an Extraordinary Resolution. Such a meeting may be convened by the Issuer and the Guarantor (acting together) and shall be convened by them upon the request in writing of Noteholders holding not less than one-tenth of the aggregate principal amount of the outstanding Bearer Notes. The quorum at any meeting convened to vote on an Extraordinary Resolution will be two or more persons holding or representing one more than half of the aggregate principal amount of the outstanding Bearer Notes or, at any adjourned meeting, two or more persons being or representing Noteholders whatever the principal amount of the Bearer Notes held or represented; *provided, however, that* Reserved Matters may only be sanctioned by an Extraordinary Resolution passed at a meeting of Noteholders at which two or more Persons holding or representing not less than three-quarters or, at any adjourned meeting, one quarter of the aggregate principal amount of the outstanding Bearer Notes form a quorum. Any Extraordinary Resolution duly passed at any such meeting shall be binding on all the Noteholders and Couponholders, whether present or not.

In addition, a resolution in writing signed by or on behalf of all Noteholders who for the time being are entitled to receive notice of a meeting of Noteholders will take effect as if it were an Extraordinary Resolution. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders.

- (b) *Modification:* The Bearer Notes, these Conditions, the Deed of Guarantee and the Deed of Covenant may be amended without the consent of the Noteholders or the Couponholders to correct a manifest error. In addition, the parties to the Fiscal Agency Agreement may agree to modify any provision thereof, but the Issuer and the Guarantor shall not agree, without the consent of the Noteholders, to any such modification unless it is of a formal, minor or technical nature, it is made to correct a manifest error or it is, in the opinion of such parties, not materially prejudicial to the interests of the Noteholders.

## 16 Substitution

Each of the Guarantors or any of their Subsidiaries (as defined below) (each a "**Substitute Obligor**") may, without the consent of the Holders of any Bearer Notes, Receipts or Coupons, assume the obligations of the Issuer (or any previous Substitute Obligor) under and in respect of any Bearer Notes upon:

- (a) *Deed poll:* the execution of a deed poll (the "**Deed Poll**") by the Substitute Obligor and (if the Substitute Obligor is not either of the Guarantors) the Guarantors (or by such of the Guarantors as is not the Substitute Obligor) in a form which gives full effect to such assumption and which includes (without limitation):
- (i) a covenant by the Substitute Obligor in favour of the Holders of the Bearer Notes to be bound by these Terms and Conditions, the Bearer Notes, the Receipts, the Coupons, the Deed of Covenant and the Fiscal Agency Agreement, with any consequential amendments, as if it had been named herein and therein as the principal debtor in place of the Issuer, and such other deeds, documents and instruments (if any) in order for the substitution to be fully effective and for the Substitute Guarantor to be bound by all of the Issuer's obligations;
  - (ii) a warranty and representation (A) that the Substituted Obligor has obtained all necessary governmental and regulatory approvals and consents necessary for such substitution and for the performance by the Substituted Obligor of its obligations under the Deed Poll and

under any other documents required to give full effect to the substitution, (B) that all such approvals and consents are in full force and effect, and (C) that the obligations assumed by the Substituted Obligor are valid and binding in accordance with their respective terms and enforceable by each Holder of the Bearer Notes; and

- (iii) a covenant by the Substitute Obligor and (if the Substitute Obligor is not either of the Guarantors) each of the Guarantors (or by such of the Guarantors as is not the Substitute Obligor) to indemnify and hold harmless each Holder against all taxes or duties which arise by reason of a law or regulation having legal effect or being in reasonable contemplation thereof on the date such substitution becomes effective, which may be incurred or levied against such Holder as a result of any substitution pursuant to this Condition 16 (*Substitution*) and which would not have been so incurred or levied had such substitution not been made (and, without limiting the generality of the foregoing, any and all taxes or duties which are imposed on any such Holder by any political sub-division or taxing authority of any country in which such Holder resides or is subject to any such tax or duty and which would not have been so imposed had such substitution not been made); and
  - (iv) an acknowledgment of the right of all Holders of the Bearer Notes to the production of the Deed Poll.
- (b) *Deed of Guarantee*: if the Substitute Obligor is not either of the Guarantors, the execution of a deed of guarantee (the "**Substitute Guarantee**" hereinafter for the purpose of this Condition 16 (*Substitution*) only) by each of the Guarantors (or by such of the Guarantors as is not the Substitute Obligor) on substantially the same terms as the Deed of Guarantee pursuant to which it undertakes to guarantee the performance of the obligations of the Substitute Obligor under the Deed Poll, the Terms and Conditions of the Bearer Notes and any other documents required to give full effect to the substitution.
- (c) *Legal opinion*: the delivery by the Issuer to the Fiscal Agent of an opinion of independent legal advisers of recognised standing to the effect that:
  - (i) the Deed Poll constitutes legal, valid, binding and enforceable obligations of the Substitute Obligor and, if the Substitute Obligor is not either of the Guarantors, the Guarantors (or by such of the Guarantors as is not the Substitute Obligor);
  - (ii) the Bearer Notes constitute legal, valid, binding and enforceable obligations of the Substitute Obligor; and
  - (iii) if the Substitute Obligor is not either of the Guarantors, the Substitute Guarantee constitutes legal, valid, binding and enforceable obligations of the Guarantors in respect of all sums from time to time payable by the Substitute Obligor in respect of the Bearer Notes.
- (d) *Taxation*: where the Substitute Obligor is subject to a different taxing jurisdiction (the "**Substituted Territory**") than that to which the Issuer is subject generally (the "**Issuer's Territory**"), the Substituted Obligor will give an undertaking in terms corresponding to Condition 10 (*Taxation*) with the substitution for the reference in that Condition to the Issuer's Territory of references to the Substituted Territory;
- (e) *Ratings*: an undertaking to the Holders to provide a written confirmation by two internationally recognised rating agencies that the substitution of the Substituted Obligor will not result in a downgrading of the then current credit rating of such rating agencies applicable to the class of debt represented by the Bearer Notes;
- (f) *Release of Issuer*: Not later than fourteen days after the execution of any such documents as aforesaid in paragraph (a), the Substituted Obligor shall cause notice thereof to be given to the Noteholders; and
- (g) *Completion of substitution*: Upon the execution of such documents and compliance with the requirements stated in this Condition 16 (*Substitution*), the Substituted Obligor will be deemed to be named in these Terms and Conditions, the Bearer Notes, Receipts and Coupons as if it had been

named herein and therein as the principal debtor in place of the Issuer (or of any previous substitute under this Condition 16 (*Substitution*)) and the Bearer Notes, the Receipts and the Coupons will be deemed to be amended in such manner as necessary to give effect to the substitution and any references in the Bearer Notes, Receipts and Coupons to the Issuer will be references to the Substituted Obligor.

## 17 Further Issues

The Issuer may from time to time, without the consent of the Noteholders or the Couponholders, create and issue further Bearer Notes having the same terms and conditions as the Bearer Notes in all respects (or in all respects except for the first payment of interest) so as to form a single series with the Bearer Notes.

## 18 Notices

Notices to the Noteholders shall be valid if published in a leading English language daily newspaper published in London (which is expected to be the *Financial Times*) and, if the Bearer Notes are admitted to trading on the Luxembourg Stock Exchange and it is a requirement of applicable law or regulations, a leading newspaper having general circulation in Luxembourg (which is expected to be *Luxemburger Wort*) or published on the website of the Luxembourg Stock Exchange ([www.luxse.com](http://www.luxse.com)) or in either case, if such publication is not practicable, in a leading English language daily newspaper having general circulation in Europe. Any such notice shall be deemed to have been given on the date of first publication (or if required to be published in more than one newspaper, on the first date on which publication shall have been made in all the required newspapers). Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the Noteholders.

## 19 Currency Indemnity

If any sum due from the Issuer in respect of the Bearer Notes or the Coupons or any order or judgment given or made in relation thereto has to be converted from the currency (the "**first currency**") in which the same is payable under these Conditions or such order or judgment into another currency (the "**second currency**") for the purpose of (a) making or filing a claim or proof against the Issuer, (b) obtaining an order or judgment in any court or other tribunal or (c) enforcing any order or judgment given or made in relation to the Bearer Notes, the Issuer shall indemnify each Noteholder, on the written demand of such Noteholder addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Fiscal Agent, against any loss suffered as a result of any discrepancy between (i) the rate of exchange used for such purpose to convert the sum in question from the first currency into the second currency and (ii) the rate or rates of exchange at which such Noteholder may in the ordinary course of business purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof.

This indemnity constitutes a separate and independent obligation of the Issuer and shall give rise to a separate and independent cause of action.

## 20 Rounding

For the purposes of any calculations referred to in these Conditions (unless otherwise specified in these Conditions or the relevant Final Terms), (a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 per cent.), (b) all United States dollar amounts used in or resulting from such calculations will be rounded to the nearest cent (with one half cent being rounded up), (c) all Japanese Yen amounts used in or resulting from such calculations will be rounded downwards to the next lower whole Japanese Yen amount, and (d) all amounts denominated in any other currency used in or resulting from such calculations will be rounded to the nearest two decimal places in such currency, with 0.005 being rounded upwards.

## 21 Governing Law and Jurisdiction

- (a) *Governing law*: The formalities relating to the issue of the Bearer Notes, their legal nature (*obligaciones*), the status of the Bearer Notes and the status of the Guarantee of the Bearer Notes (Condition 4 (*Status of the Bearer Notes and Guarantee*)), the capacity of the Issuer and of the Guarantors, the relevant corporate resolutions and all non-contractual obligations arising out of or in connection with any of the above shall be governed by Spanish law. Subject as provided above,

the terms and conditions of the Bearer Notes, the Fiscal Agency Agreement and the Deed of Covenant and all non-contractual obligations arising from or in connection with the Bearer Notes, Receipts, Coupons, Talons, Fiscal Agency Agreement and Deed of Covenant are governed by English law.

- (b) *English courts:* The courts of England have exclusive jurisdiction to settle any dispute arising from or connected with the Bearer Notes, Receipts, Coupons and/or Talons (including a dispute relating to the existence, validity or termination of the Bearer Notes, Receipts, Coupons and/or Talons or any non-contractual obligation arising out of or in connection with the Bearer Notes, Receipts, Coupons and/or Talons) or the consequences of their nullity (a "**Dispute**").
- (c) *Appropriate forum:* The Issuer agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary.
- (d) *Process agent:* The Issuer agrees that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to Law Debenture Corporate Services Limited at 8th Floor, 100 Bishopsgate, London EC2N 4AG or, if different, its registered office for the time being or at any address of the Issuer in England and Wales at which process may be served on it. If such person is not or ceases to be effectively appointed to accept service of process on behalf of the Issuer, the Issuer shall, on the written demand of any Noteholder addressed and delivered to the Issuer or to the Specified Office of the Fiscal Agent appoint a further person in England to accept service of process on its behalf and, failing such appointment within 15 days, any Noteholder shall be entitled to appoint such a person by written notice addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Fiscal Agent. Nothing in this paragraph shall affect the right of any Noteholder to serve process in any other manner permitted by law. This Condition applies to Proceedings in England and to Proceedings elsewhere.



## TERMS AND CONDITIONS OF THE BOOK-ENTRY NOTES

*The following is the text of the terms and conditions which, as completed by the relevant Final Terms, will be applicable to the Book-entry Notes. The relevant Final Terms shall not amend or replace any information in this Base Prospectus. Subject to this, to the extent permitted by applicable law and/or regulation, the Final Terms in respect of any Tranche of Book-entry Notes may complete any information in this Base Prospectus.*

### 1 Introduction

- (a) *Programme*: Red Eléctrica Financiaciones, Sociedad Anónima Unipersonal (the "**Issuer**") has established a Euro Medium Term Note Programme (the "**Programme**") for the issuance of up to EUR 5,000,000,000 in aggregate principal amount of book-entry notes (the "**Book-entry Notes**") guaranteed by Redeia Corporación, Sociedad Anónima and Red Eléctrica de España, Sociedad Anónima Unipersonal (each a "**Guarantor**" and together the "**Guarantors**").
- (b) *Final Terms*: Book-Entry Notes issued under the Programme are issued in series (each a "**Series**") and each Series may comprise one or more tranches (each a "**Tranche**") of Book-Entry Notes. Each Tranche is the subject of final terms (the "**Final Terms**") which complete these terms and conditions (the "**Book-Entry Conditions**"). The terms and conditions applicable to any particular Tranche of Book-Entry Notes are these Conditions as completed by the relevant Final Terms. In the event of any inconsistency between these Conditions and the relevant Final Terms, the relevant Final Terms shall prevail.
- (c) *Public Deed of Issuance*: as far as required by Law (or, otherwise, at the option of the Issuer) each Tranche of Book-Entry Notes will be constituted by virtue of a public deed of issuance (the "**Public Deed of Issuance**") to be executed before a Spanish notary public on or prior to the Issue Date.
- (d) *Agency Agreement*: The Book-entry Notes are the subject of an amended and restated fiscal agency agreement dated 13 June 2022 (the "**Fiscal Agency Agreement**") between the Issuer, the Guarantors, Deutsche Bank AG, London Branch as fiscal agent (the "**Fiscal Agent**", which expression includes any successor fiscal agent appointed from time to time in connection with the Book-Entry Notes), the paying agents named therein (together with the Fiscal Agent, the "**Paying Agents**", which expression includes any successor or additional paying agents appointed from time to time in connection with the Book-Entry Notes) and Deutsche Bank, S.A.E. Unipersonal as local paying agent (the "**Local Paying Agent**").
- (e) *Deed of Covenant*: The Book-entry Notes have the benefit of an English law-governed Deed of Covenant (the "**Book-entry Deed of Covenant**") entered into by the Issuer on or around the date of this Base Prospectus to which these Book-entry Conditions will be affixed. In the Book-entry Deed of Covenant, the Issuer has covenanted in favour of each Noteholder (as defined below) that it will duly perform and comply with the obligations expressed to be undertaken by it in these Book-entry Conditions. The benefit of the Book-entry Deed of Covenant will not imply that the Book-entry Notes benefit from a security interest or that they have a higher ranking than other unsecured and unsubordinated obligations of the Issuer.
- (f) *Deed of Guarantee*: The Notes are the subject of a deed of guarantee dated 13 June 2022 (the "**Deed of Guarantee**") entered into by the Guarantors.
- (g) *The Notes*: All subsequent references in these Book-Entry Conditions to "**Book-Entry Notes**" are to the Book-Entry Notes which are the subject of the relevant Final Terms. Copies of the relevant Final Terms are available for viewing during normal business hours at the Specified Office of the Fiscal Agent, the initial Specified Office of which is set out below.
- (h) *Summaries*: Certain provisions of these Book-entry Conditions are summaries of the Fiscal Agency Agreement and are subject to its detailed provisions. The Noteholders (as defined below) are bound by, and are deemed to have notice of, all the provisions of the Fiscal Agency Agreement applicable to them. Copies of the Fiscal Agency Agreement are available for inspection by Noteholders during normal business hours at the Specified Office of the Fiscal Agent, the initial Specified Office of which is set out below.

## 2 Interpretation

*Definitions:* In these Book-entry Conditions the following expressions have the following meanings:

**"2006 ISDA Definitions"** means, in relation to a Series of Notes, the 2006 ISDA Definitions (as supplemented, amended and updated as at the date of issue of the first Tranche of the Notes of such Series) as published by ISDA (copies of which may be obtained from ISDA at [www.isda.org](http://www.isda.org));

**"2021 ISDA Definitions"** means, in relation to a Series of Notes, the latest version of the 2021 ISDA Interest Rate Derivatives Definitions (including each Matrix (and any successor Matrix thereto), as defined in such 2021 ISDA Interest Rate Derivatives Definitions) as at the date of issue of the first Tranche of Notes of such Series, as published by ISDA on its website ([www.isda.org](http://www.isda.org));

**"Accrual Yield"** has the meaning given in the relevant Final Terms;

**"Additional Business Centre(s)"** means the city or cities specified as such in the relevant Final Terms;

**"Additional Financial Centre(s)"** means the city or cities specified as such in the relevant Final Terms;

**"Business Day"** means:

- (i) in relation to any sum payable in euro, a TARGET Settlement Day and a day on which commercial banks and foreign exchange markets settle payments generally in each (if any) Additional Business Centre; and
- (ii) in relation to any sum payable in a currency other than euro, a day on which commercial banks and foreign exchange markets settle payments generally in London, in the Principal Financial Centre of the relevant currency and in each (if any) Additional Business Centre;
- (iii) and in respect of Notes for which the Reference Rate is specified as SOFR in the relevant Final Terms, any weekday that is a U.S. Government Securities Business Day and is not a legal holiday in New York and each (if any) Additional Business Centre(s) and is not a date on which banking institutions in those cities are authorised or required by law or regulation to be closed;

**"Business Day Convention"**, in relation to any particular date, has the meaning given in the relevant Final Terms and, if so specified in the relevant Final Terms, may have different meanings in relation to different dates and, in this context, the following expressions shall have the following meanings:

- (i) **"Following Business Day Convention"** means that the relevant date shall be postponed to the first following day that is a Business Day;
- (ii) **"Modified Following Business Day Convention"** or **"Modified Business Day Convention"** means that the relevant date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day save in respect of Notes for which the Reference Rate is SOFR, for which the final Interest Payment Date will not be postponed and interest on that payment will not accrue during the period from and after the scheduled final Interest Payment Date;
- (iii) **"Preceding Business Day Convention"** means that the relevant date shall be brought forward to the first preceding day that is a Business Day;
- (iv) **"FRN Convention"**, **"Floating Rate Convention"** or **"Eurodollar Convention"** means that each relevant date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the relevant Final Terms as the Specified Period after the calendar month in which the preceding such date occurred *provided, however, that:*

- (A) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;
  - (B) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and
  - (C) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred; and
- (v) **"No Adjustment"** means that the relevant date shall not be adjusted in accordance with any Business Day Convention;

**"Calculation Agent"** means such Person specified in the relevant Final Terms as the party responsible for calculating the Rate(s) of Interest and Interest Amount(s) and/or such other amount(s) as may be specified in the relevant Final Terms;

**"Calculation Amount"** has the meaning given in the relevant Final Terms;

**"Day Count Fraction"** means, in respect of the calculation of an amount for any period of time (the **"Calculation Period"**), such day count fraction as may be specified in these Book-Entry Conditions or the relevant Final Terms and:

- (i) if **"Actual/Actual (ICMA)"** is so specified, means:
  - (a) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
  - (b) where the Calculation Period is longer than one Regular Period, the sum of:
    - A) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
    - B) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year;
- (ii) if **"Actual/Actual (ISDA)"** is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (iii) if **"Actual/365 (Fixed)"** is so specified, means the actual number of days in the Calculation Period divided by 365;
- (iv) if **"Actual/360"** is so specified, means the actual number of days in the Calculation Period divided by 360;
- (v) if **"30/360"** is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows

$$\text{Day Count Fraction} = \frac{[360x(Y_2 - Y_1)] + [30x(M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y<sub>1</sub>" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y<sub>2</sub>" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"M<sub>1</sub>" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M<sub>2</sub>" is the calendar month, expressed as number, in which the day immediately following the last day included in the Calculation Period falls;

"D<sub>1</sub>" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

"D<sub>2</sub>" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D<sub>1</sub> is greater than 29, in which case D<sub>2</sub> will be 30";

- (vi) if "30E/360" or "Eurobond Basis" is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360x(Y_2 - Y_1)] + [30x(M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y<sub>1</sub>" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y<sub>2</sub>" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"M<sub>1</sub>" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M<sub>2</sub>" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"D<sub>1</sub>" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

"D<sub>2</sub>" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D<sub>2</sub> will be 30; and

- (vii) if "30E/360 (ISDA)" is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360x(Y_2 - Y_1)] + [30x(M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y<sub>1</sub>" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y<sub>2</sub>" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"M<sub>1</sub>" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M<sub>2</sub>**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**D<sub>1</sub>**" is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D<sub>1</sub> will be 30; and

"**D<sub>2</sub>**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D<sub>2</sub> will be 30,

*provided, however, that* in each such case the number of days in the Calculation Period is calculated from and including the first day of the Calculation Period to but excluding the last day of the Calculation Period;

"**Early Redemption Amount (Tax)**" means, in respect of any Book-Entry Note, its principal amount or such other amount as may be specified in the relevant Final Terms;

"**Early Termination Amount**" means, in respect of any Book-Entry Note, its principal amount or such other amount as may be specified in, or determined in accordance with, these Conditions, or specified in the relevant Final Terms;

"**EURIBOR**" means, in respect of any specified currency and any specified period, the interest rate benchmark known as the Euro zone interbank offered rate which is calculated and published by a designated distributor (currently, Thomson Reuters) in accordance with the requirements from time to time of the European Money Markets Institute (or any person which takes over administration of that rate);

"**Final Redemption Amount**" means, in respect of any Book-entry Notes, its principal amount or such higher amount as may be specified in the relevant Final Terms;

"**First Interest Payment Date**" means the date specified in the relevant Final Terms;

"**Fixed Coupon Amount**" has the meaning given in the relevant Final Terms;

"**Group**" means Redeia Corporación, Sociedad Anónima and its subsidiaries;

"**Guarantee**" means, in relation to any Indebtedness of any Person, any obligation of another Person to pay such Indebtedness including (without limitation):

- (i) any obligation to purchase such Indebtedness;
- (ii) any obligation to lend money, to purchase or subscribe shares or other securities or to purchase assets or services in order to provide funds for the payment of such Indebtedness;
- (iii) any indemnity against the consequences of a default in the payment of such Indebtedness; and
- (iv) any other agreement to be responsible for such Indebtedness;

"**Guarantee of the Notes**" means the guarantee of the Notes given by the Guarantors in the Deed of Guarantee;

"**Indebtedness**" means any indebtedness of any Person for money borrowed or raised including (without limitation) any indebtedness for or in respect of:

- (i) amounts raised by acceptance under any acceptance credit facility;
- (ii) amounts raised under any note purchase facility; and
- (iii) the amount of any liability in respect of leases or hire purchase contracts which would, in accordance with applicable law and generally accepted accounting principles, be treated as finance or capital leases;

**"Interest Amount"** means, in relation to a Book-Entry Note and an Interest Period, the amount of interest payable in respect of that Book-Entry Note for that Interest Period;

**"Interest Commencement Date"** means the Issue Date of the Book-entry Notes or such other date as may be specified as the Interest Commencement Date in the relevant Final Terms;

**"Interest Determination Date"** has the meaning given in the relevant Final Terms;

**"Interest Payment Date"** means the First Interest Payment Date and any other date or dates specified as such in the relevant Final Terms and, if a Business Day Convention is specified in the relevant Final Terms:

- (i) as the same may be adjusted in accordance with the relevant Business Day Convention; or
- (ii) if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months is specified in the relevant Final Terms as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months following the Interest Commencement Date (in the case of the first Interest Payment Date) or the previous Interest Payment Date (in any other case);

**"Interest Period"** means each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date (or, if the Notes are redeemed on any earlier date, the relevant redemption date);

**"ISDA"** means the International Swaps and Derivatives Association, Inc. (or any successor);

**"ISDA Definitions"** has the meaning given in the relevant Final Terms;

**"Issue Date"** has the meaning given in the relevant Final Terms;

**"Margin"** has the meaning given in the relevant Final Terms;

**"Maturity Date"** has the meaning given in the relevant Final Terms;

**"Maximum Redemption Amount"** has the meaning given in the relevant Final Terms;

**"Minimum Redemption Amount"** has the meaning given in the relevant Final Terms;

**"Optional Redemption Amount (Call)"** means, in respect of any Book-Entry Note, its principal amount or, if specified in the relevant Final Terms, the Make-Whole Amount, such other amount as may be specified in the relevant Final Terms;

**"Optional Redemption Amount (Put)"** means, in respect of any Book-Entry Note, its principal amount or such other amount as may be specified in the relevant Final Terms;

**"Optional Redemption Date (Call)"** has the meaning given in the relevant Final Terms;

**"Optional Redemption Date (Put)"** has the meaning given in the relevant Final Terms;

**"Participating Member State"** means a Member State of the European Communities which adopts the euro as its lawful currency in accordance with the Treaty;

**"Payment Business Day"** means:

*(a) if the currency of payment is euro, any day which is:*

- (i) a day on which banks in the relevant principal financial centre of the currency of payment are open for payment of debt securities and for dealings in foreign currencies; and

- (ii) in the case of payment by transfer to an account, a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or
- (b) if the currency of payment is not euro, any day which is:
  - (i) a day on which banks in the relevant principal financial centre of the currency of payment are open payment of debt securities and for dealings in foreign currencies; and
  - (ii) in the case of payment by transfer to an account, a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre;

**"Person"** means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality;

**"Principal Financial Centre"** means, in relation to any currency, the principal financial centre for that currency *provided however that*:

- (i) in relation to euro, it means the principal financial centre of such Member State of the European Communities as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent; and
- (ii) in relation to Australian dollars, it means either Sydney or Melbourne and, in relation to New Zealand dollars, it means either Wellington or Auckland; in each case as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent;

**"Put Option Notice"** means a notice which must be delivered to the Local Paying Agent by any Noteholder wanting to exercise a right to redeem a Book-Entry Note at the option of the Noteholder;

**"Rate of Interest"** means the rate or rates (expressed as a percentage per annum) of interest payable in respect of the Book-entry Notes specified in the relevant Final Terms or calculated or determined in accordance with the provisions of these Book-Entry Conditions;

**"Redemption Amount"** means, as appropriate, the Final Redemption Amount, the Early Redemption Amount (Tax), the Optional Redemption Amount (Call), the Optional Redemption Amount (Put), the Early Termination Amount or such other amount in the nature of a redemption amount as may be specified in the relevant Final Terms;

**"Reference Banks"** has the meaning given in the relevant Final Terms or, if none, four major banks selected by the Calculation Agent in the market that is most closely connected with the Reference Rate;

**"Reference Price"** has the meaning given in the relevant Final Terms;

**"Reference Rate"** means EURIBOR, SONIA, SOFR or €STR (or the Successor Rate), as specified in the relevant Final Terms;

**"Regular Period"** means:

- (i) in the case of Book-entry Notes where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;
- (ii) in the case of Book-entry Notes where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where **"Regular Date"** means the day and month (but not the year) on which any Interest Payment Date falls; and

- (iii) in the case of Book-entry Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period.

"**Relevant Date**" means, in relation to any payment, whichever is the later of (a) the date on which the payment in question first becomes due and (b) if the full amount payable has not been received in the Principal Financial Centre of the currency of payment by the Fiscal Agent on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Noteholders;

"**Relevant Financial Centre**" has the meaning given in the relevant Final Terms;

"**Relevant Indebtedness**" means any Indebtedness which is in the form of or represented by any bond, note, debenture, debenture stock, loan stock, certificate or other instrument which is, or is capable of being, listed, quoted or traded on any stock exchange or in any securities market (including, without limitation, any over-the-counter market) in each case, with an original maturity of greater than 365 days;

"**Relevant Screen Page**" means the page, section or other part of a particular information service (including, without limitation, Reuters) specified as the Relevant Screen Page in the relevant Final Terms, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the Person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate;

"**Relevant Time**" has the meaning given in the relevant Final Terms;

"**Security Interest**" means any mortgage, charge, pledge, lien or other security interest including, without limitation, anything analogous to any of the foregoing under the laws of any jurisdiction;

"**Specified Currency**" has the meaning given in the relevant Final Terms;

"**Specified Denomination(s)**" has the meaning given in the relevant Final Terms;

"**Specified Office**" has the meaning given in the Fiscal Agency Agreement;

"**Specified Period**" has the meaning given in the relevant Final Terms;

"**Subsidiary**" means, in relation to any Person (the "**first Person**") at any particular time, any other Person (the "**second Person**"):

- (i) whose affairs and policies the first Person controls or has the power to control, whether by ownership of 50 per cent. of the share capital, contract, the power to appoint or remove the majority of the members of the governing body of the second Person or otherwise; or
- (ii) whose financial statements are, in accordance with applicable law and generally accepted accounting principles, consolidated (using the proportional integration method) with those of the first Person;

"**T2**" means the real time gross settlement system operated by the Eurosystem, or any successor system;

"**TARGET Settlement Day**" means any day on which T2 is open for the settlement of payments in euro;

"**Treaty**" means the Treaty establishing the European Communities, as amended.

- (a) *Interpretation:* In these Conditions:



- (i) any reference to principal shall be deemed to include the Redemption Amount, any additional amounts in respect of principal which may be payable under Condition 10 (*Taxation*), any premium payable in respect of a Book-Entry Note and any other amount in the nature of principal payable pursuant to these Conditions;
- (ii) any reference to interest shall be deemed to include any additional amounts in respect of interest which may be payable under Condition 10 (*Taxation*) and any other amount in the nature of interest payable pursuant to these Conditions;
- (iii) references to Book-entry Notes being "outstanding" shall be construed in accordance with the Fiscal Agency Agreement;
- (iv) if an expression is stated in Condition 2(a) to have the meaning given in the relevant Final Terms, but the relevant Final Terms gives no such meaning or specifies that such expression is "not applicable" then such expression is not applicable to the Book-entry Notes; and
- (v) any reference to the Fiscal Agency Agreement shall be construed as a reference to the Fiscal Agency Agreement, as amended and/or supplemented up to and including the Issue Date of the Book-entry Notes.

### 3 Form, Denomination and Title

#### 3.1 Form and denomination

The Book-entry Notes will be issued in uncertificated, dematerialised book-entry form (*anotaciones en cuenta*) in the aggregate nominal amount (the "**Aggregate Nominal Amount**"), specified denomination (the "**Specified Denomination**") and specified currency (the "**Specified Currency**") shown in the relevant Final Terms provided that the minimum Specified Denomination shall be €100,000 (or its equivalent in any other currency as at the date of issue of the relevant Book-entry Notes).

#### 3.2 Registration, clearing and settlement

The Book-entry Notes will be registered with the Spanish Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A., Unipersonal ("**Iberclear**"), which is the Spanish Central Securities Depository, with its registered office at Plaza de la Lealtad, 1, 28014, Madrid, Spain. Holders of a beneficial interest in the Book-entry Notes who do not have, directly or indirectly through their custodians, a participating account with Iberclear may hold the Book-entry Notes through bridge accounts maintained by each of Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking, S.A. ("**Clearstream, Luxembourg**") with Iberclear. Iberclear will manage the settlement of the Book-entry Notes, notwithstanding the Issuer's commitment to assist, when appropriate, on the settlement of the Book-entry Notes through Euroclear and Clearstream, Luxembourg.

The information concerning the International Securities Identification Number Code of the Book-entry Notes (the "**ISIN**") will be stated in the Final Terms.

#### 3.3 Title and transfer

Title to the Book-entry Notes will be evidenced by book-entries and each person shown in the central registry managed (the "**Spanish Central Registry**") by Iberclear and in the registries maintained by the respective participating entities (*entidades participantes*) in Iberclear (the "**Iberclear Members**") as being the holder of the Book-entry Notes shall be considered the holder of the principal amount of the Book-entry Notes recorded therein. In these Book-entry Conditions, the "**Holder**" of a Book-entry Note means the person in whose name such Book-entry Note is for the time being registered in the Spanish Central Registry managed by Iberclear or, as the case may be, the relevant Iberclear Member accounting book and "**Noteholder**" shall be construed accordingly and when appropriate, means owners of a beneficial interest in the Book-entry Notes.

One or more certificates (each, a "**Certificate**") attesting to the relevant Noteholder's holding of the Book-entry Notes in the relevant registry will be delivered by the relevant Iberclear Member or, where the Holder is itself an Iberclear Member, by Iberclear (in each case, in accordance with the requirements of

Spanish law and the relevant Iberclear Member's or, as the case may be, Iberclear's procedures) to such Holder upon such Holder's request.

The Book-entry Notes are issued without any restrictions on their free transferability. Consequently, the Book-entry Notes may be transferred and title to the Book-entry Notes may pass (subject to Spanish law and to compliance with all applicable rules, restrictions and requirements of Iberclear or, as the case may be, the relevant Iberclear Member) upon registration in the relevant registry of each Iberclear Member and / or Iberclear itself, as applicable. Each Holder will be (except as otherwise required by Spanish law) treated as the legitimate owner (*titular legítimo*) of the relevant Book-entry Notes for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest or any writing on, or the theft or loss of, the Certificate issued in respect of it) and no person will be liable for so treating the Holder.

#### 4 Status of the Book-entry Notes and Guarantee

The restated text of the Insolvency Law, approved by Royal Legislative Decree 1/2020, of 5 May (the "**Insolvency Law**") provides, among other things, that:

- (i) any claim may become subordinated if it is not reported to the insolvency administrators within one month from the last official publication of the court order declaring the insolvency. If the insolvency proceeding is declared as abridged, the term to report may be reduced to fifteen days;
  - (ii) provisions in a contract granting one party the right to terminate by reason only of the other's insolvency may not be enforceable;
  - (iii) interest (other than any interest accruing under secured liabilities up to an amount equal to the value of the assets subject to the security) accrued and unpaid until the declaration of the insolvency proceedings (*concurso de acreedores*) shall become subordinated; and
  - (iv) accrual of interest (other than ordinary interest accruing under secured liabilities up to an amount equal to the value of the asset subject to the security and only if certain conditions are met) shall be suspended from the date of the declaration of insolvency.
- (a) Status of the Book-entry Notes:

The Book-entry Notes constitute direct, general, unconditional, unsubordinated and (subject to the provisions of Condition 5 (*Negative Pledge*)) unsecured obligations of the Issuer which (unless they qualify as subordinated credits under Article 281 of the Insolvency Law) in the event of the insolvency (*concurso de acreedores*) of the Issuer will at all times rank *pari passu* among themselves and at least *pari passu* with all other present and future unsecured and unsubordinated obligations of the Issuer, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application, and in particular, save for such payment obligations that are preferred by law under Articles 242, 270 and 280 of the Insolvency Law.

In the event of the insolvency (*concurso de acreedores*) of the Issuer, under the Insolvency Law, and assuming that the Book-entry Notes continue being unsecured, claims relating to the Book-entry Notes (unless they qualify as subordinated credits under Article 281 of the Insolvency Law) will be ordinary credits (*créditos ordinarios*) as defined in the Insolvency Law. Ordinary credits rank below credits against the insolvency estate (*créditos contra la masa*) and credits with a privilege (*créditos privilegiados*). Ordinary credits rank above subordinated credits. Accrued and unpaid interest due in respect of the Book-entry Notes at the commencement of an insolvency proceeding (*concurso de acreedores*) of the Issuer will qualify as subordinated credits. Under Spanish law and except as described above, accrual of interest on the Book-entry Notes shall be suspended from the date of any declaration of insolvency.

(b) Status of the Guarantee:

The Guarantors have in the Deed of Guarantee unconditionally and irrevocably guaranteed the due and punctual payment of all sums from time to time payable by the Issuer in respect of the Book-entry Notes.

This Guarantee of the Book-entry Notes constitutes direct, general, unsubordinated and (subject to the provisions of Condition 5 (*Negative Pledge*)) unsecured obligations of the Guarantors which (unless they qualify as subordinated credits under Article 281 of the Insolvency Law) in the event of the insolvency (*concurso de acreedores*) of the Guarantors will at all times rank at least *pari passu* with all other present and future unsecured and unsubordinated obligations of the Guarantors, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application, and in particular, save for such payment obligations that are preferred by law under Articles 242, 270 and 280 of the Insolvency Law.

## 5 Negative Pledge

So long as any Note remains outstanding neither the Issuer nor the Guarantors shall create or permit to subsist any Security Interest (other than Permitted Security Interest) upon the whole or any part of its present or future undertaking, assets or revenues (including uncalled capital) to secure any Relevant Indebtedness or Guarantee of Relevant Indebtedness without (i) at the same time or prior thereto securing the Book-entry Notes equally and rateably therewith, or (ii) providing such other security for the Book-entry Notes as may be approved by an Extraordinary Resolution of Noteholders.

Permitted Security Interest means: (i) any Security Interest created in respect of any Relevant Indebtedness of a company which has merged with the Issuer, any of the Guarantors or one of its or their Subsidiaries or which has been acquired by the Issuer, any of the Guarantors or one of its or their Subsidiaries, provided that such security was already in existence at the time of the merger or the acquisition, was not created for the purpose of financing the merger or the acquisition and is not increased in amount and not extended following the merger or the acquisition; and (ii) any Security Interest arising pursuant to any mandatory provision of law other than as a result of any action taken by the Issuer or any of the Guarantors in their ordinary course of business.

## 6 Fixed Rate Note Provisions

- (a) *Application*: This Condition 6 (*Fixed Rate Note Provisions*) is applicable to the Book-entry Notes only if the Fixed Rate Note Provisions are specified in the relevant Final Terms as being applicable.
- (b) *Accrual of interest*: The Book-entry Notes bear interest from the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 9 (*Payments*). Each Note will cease to bear interest from the due date for final redemption unless, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 6 (*Fixed Rate Note Provisions*) (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Book-entry Notes up to such seventh day (except to the extent that there is any subsequent default in payment).
- (c) *Fixed Coupon Amount*: The amount of interest payable in respect of each Note for any Interest Period shall be the relevant Fixed Coupon Amount.
- (d) *Calculation of interest amount*: The amount of interest payable in respect of each Note for any period for which a Fixed Coupon Amount is not specified shall be calculated by applying the Rate of Interest to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of such Note divided by the Calculation Amount. For this purpose a "**sub-unit**" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

## 7 Floating Rate Note Provisions

- (a) *Application:* This Condition 7 (*Floating Rate Note Provisions*) is applicable to the Book-entry Notes only if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable.
- (b) *Accrual of interest:* The Book-entry Notes bear interest from the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 9 (*Payments*). Each Note will cease to bear interest from the due date for final redemption unless, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Book-entry Notes up to such seventh day (except to the extent that there is any subsequent default in payment).
- (c) *Screen Rate Determination:* If Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Book-entry Notes for each Interest Period will be (other than in respect of Book-entry Notes for which SONIA, SOFR and/or €STR or any related index is specified as the Reference Rate in the relevant Final Terms) determined by the Calculation Agent on the following basis:
  - (i) if the Reference Rate is a composite quotation or customarily supplied by one entity, the Calculation Agent will determine the Reference Rate which appears on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;
  - (ii) if Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight-line linear interpolation by reference to two rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date, where:
    - (A) one rate shall be determined as if the Relevant Period were the period of time for which rates are available next shorter than the length of the relevant Interest Period; and
    - (B) the other rate shall be determined as if the Relevant Period were the period of time for which rates are available next longer than the length of the relevant Interest Period;

*provided, however, that* if no rate is available for a period of time next shorter or, as the case may be, next longer than the length of the relevant Interest Period, then the Calculation Agent shall determine such rate at such time and by reference to such sources as it determines appropriate;
  - (iii) in any other case, the Calculation Agent will determine the arithmetic mean of the Reference Rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;
  - (iv) if, in the case of (i) above, such rate does not appear on that page or, in the case of (ii) above, fewer than two such rates appear on that page or if, in either case, the Relevant Screen Page is unavailable, the Calculation Agent will:
    - (A) request the principal Relevant Financial Centre office of each of the Reference Banks to provide a quotation of the Reference Rate at approximately the Relevant Time on the Interest Determination Date to prime banks in the Relevant Financial Centre interbank market in an amount that is representative for a single transaction in that market at that time; and
    - (B) determine the arithmetic mean of such quotations; and

- (v) if fewer than two such quotations are provided as requested, the Calculation Agent will determine the arithmetic mean of the rates (being the nearest to the Reference Rate, as determined by the Calculation Agent) quoted by major banks in the Principal Financial Centre of the Specified Currency, selected by the Calculation Agent, at approximately 11.00 a.m. (local time in the Principal Financial Centre of the Specified Currency) on the first day of the relevant Interest Period for loans in the Specified Currency to leading European banks for a period equal to the relevant Interest Period and in an amount that is representative for a single transaction in that market at that time,

and the Rate of Interest for such Interest Period shall be the sum of the Margin and the rate or (as the case may be) the arithmetic mean so determined; *provided however that* if the Calculation Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to the Book-entry Notes during such Interest Period will be the sum of the Margin and the rate or (as the case may be) the arithmetic mean last determined in relation to the Book-entry Notes in respect of a preceding Interest Period.

- (d) *ISDA Determination:* If ISDA Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Book-entry Notes for each Interest Period will be the sum of the Margin and the relevant ISDA Rate where "**ISDA Rate**" in relation to any Interest Period means a rate equal to the Floating Rate (as defined in the ISDA Definitions) that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Calculation Agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions (provided that in any circumstances where under the ISDA Definitions the Calculation Agent would be required to exercise any discretion, including the selection of any reference banks and seeking quotations from reference banks, when calculating the relevant ISDA Rate, the relevant determination(s) which require the Calculation Agent to exercise its discretion shall instead be made by the Issuer or its designee) and under which:

- (i) if the Final Terms specify either "2006 ISDA Definitions" or "2021 ISDA Definitions" as the applicable ISDA Definitions:
  - (A) the Floating Rate Option (as defined in the ISDA Definitions) is as specified in the relevant Final Terms;
  - (B) the Designated Maturity (as defined in the ISDA Definitions), if applicable, is a period specified in the relevant Final Terms;
  - (C) the relevant Reset Date (as defined in the ISDA Definitions) unless otherwise specified in the relevant Final Terms, has the meaning given to it in the ISDA Definitions; and
  - (D) if Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight-line linear interpolation by reference to two rates based on the relevant Floating Rate Option, where:
    - (1) one rate shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period; and
    - (2) the other rate shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period

*provided, however, that* if there is no rate available for a period of time next shorter than the length of the relevant Interest Period or, as the case may be, next longer than the length of the relevant Interest Period, then the Calculation Agent shall determine such rate at such time and by reference to such sources as it determines appropriate.

- (E) if the specified Floating Rate Option is an Overnight Floating Rate Option (as defined in the ISDA Definitions), Compounding is specified to be applicable in the relevant Final Terms and:
  - (1) if Compounding with Lookback is specified as the Compounding Method in the relevant Final Terms then (a) Compounding with Lookback is the Overnight Rate Compounding Method and (b) Lookback is the number of Applicable Business Days (as defined in the ISDA Definitions) specified in the relevant Final Terms;
  - (2) if Compounding with Observation Period Shift is specified as the Compounding Method in the relevant Final Terms then (a) Compounding with Observation Period Shift is the Overnight Rate Compounding Method, (b) Observation Period Shift is the number of Observation Period Shift Business Days (as defined in the ISDA Definitions) specified in the relevant Final Terms and (c) Observation Period Shift Additional Business Days (as defined in the ISDA Definitions), if applicable, are the days specified in the relevant Final Terms; or
  - (3) if Compounding with Lockout is specified as the Compounding Method in the relevant Final Terms then (a) Compounding with Lockout is the Overnight Rate Compounding Method, (b) Lockout is the number of Lockout Period Business Days (as defined in the ISDA Definitions) specified in the relevant Final Terms and (c) Lockout Period Business Days, if applicable, are the days specified in the relevant Final Terms;
- (F) if the specified Floating Rate Option is an Overnight Floating Rate Option (as defined in the ISDA Definitions), Averaging is specified to be applicable in the relevant Final Terms and:
  - (1) if Averaging with Lookback is specified as the Averaging Method in the relevant Final Terms then (a) Averaging with Lookback is the Overnight Rate Averaging Method and (b) Lookback is the number of Applicable Business Days (as defined in the ISDA Definitions) specified in relevant Final Terms;
  - (2) if Averaging with Observation Period Shift is specified as the Averaging Method in the relevant Final Terms then (a) Averaging with Overnight Period Shift is the Overnight Rate Averaging Method, (b) Observation Period Shift is the number of Observation Period Shift Business Days (as defined in the ISDA Definitions) specified in the relevant Final Terms and (c) Observation Period Shift Additional Business Days (as defined in the ISDA Definitions), if applicable, are the days specified in the relevant Final Terms; or
  - (3) if Averaging with Lockout is specified as the Averaging Method in the relevant Final Terms then (a) Averaging with Lockout is the Overnight Rate Averaging Method, (b) Lockout is the number of Lockout Period Business Days (as defined in the ISDA Definitions) specified in the relevant Final Terms and (c) Lockout Period Business Days, if applicable, are the days specified in the relevant Final Terms; and
- (G) if the specified Floating Rate Option is an Index Floating Rate Option (as defined in the ISDA Definitions) and Index Provisions are specified to be applicable in the relevant Final Terms, the Compounded Index Method with Observation Period Shift (as defined in the ISDA Definitions) shall be applicable and, (a) Observation Period Shift is the number of Observation Period Shift Business Days (as defined in the ISDA Definitions) specified in

the relevant Final Terms and (b) Observation Period Shift Additional Business Days, if applicable, are the days specified in the relevant Final Terms;

- (H) if the specified Floating Rate Option is EUR-EURIBOR or EUR-EURIBOR Reuters and an Index Cessation Event occurs the Applicable Fallback Rate will be determined as if the Fallback Observation Day in respect of a Reset Date and the relevant Interest Period was five Business Days preceding the related Interest Payment Date;

- (ii) references in the ISDA Definitions to:

- (A) **"Confirmation"** shall be references to the relevant Final Terms;
- (B) **"Calculation Period"** shall be references to the relevant Interest Period;
- (C) **"Termination Date"** shall be references to the Maturity Date; and
- (D) **"Effective Date"** shall be references to the Interest Commencement Date.

- (iii) If the Final Terms specify "2021 ISDA Definitions" as being applicable:

- (A) **"Administrator/Benchmark Event"** shall be disappplied; and
- (B) if the Temporary Non-Publication Fallback in respect of any specified Floating Rate Option is specified to be "Temporary Non-Publication Fallback – Alternative Rate" in the Floating Rate Matrix of the 2021 ISDA Definitions the reference to "Calculation Agent Alternative Rate Determination" in the definition of "Temporary Non-Publication Fallback – Alternative Rate" shall be replaced by "Temporary Non-Publication Fallback – Previous Day's Rate".

- (e) *Interest – Floating Rate Notes referencing SONIA (Screen Rate Determination)*

- (i) This Condition 7(e) is applicable to the Notes only if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable, Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, and the "Reference Rate" is specified in the relevant Final Terms as being "SONIA".
- (ii) Where "SONIA" is specified as the Reference Rate in the Final Terms, the Rate of Interest for each Interest Period will, subject as provided below, be Compounded Daily SONIA plus or minus (as specified in the relevant Final Terms) the Margin, all as determined by the Calculation Agent.
- (iii) For the purposes of this Condition 7(e):

**"Compounded Daily SONIA"**, with respect to an Interest Period, will be calculated by the Calculation Agent on each Interest Determination Date in accordance with the following formula, and the resulting percentage will be rounded, if necessary, to the fourth decimal place, with 0.00005 being rounded upwards:

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{SONIA_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

"d" means the number of calendar days in:

- (a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; or

- (b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period;

"do" means the number of London Banking Days in:

- (a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; or
- (b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period;

"i" means a series of whole numbers from one to do, each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day in:

- (a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; or
- (b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period;

to, and including, the last London Banking Day in such period;

**"Interest Determination Date"** means, in respect of any Interest Period, the date falling p London Banking Days prior to the Interest Payment Date for such Interest Period (or the date falling p London Banking Days prior to such earlier date, if any, on which the Notes are due and payable).

**"London Banking Day"** or **"LBD"** means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

**"ni"** for any London Banking Day "i", in the relevant Interest Period or Observation Period (as applicable) is the number of calendar days from, and including, such London Banking Day "i" up to, but excluding, the following London Banking Day;

**"Observation Period"** means, in respect of an Interest Period, the period from, and including, the date falling "p" London Banking Days prior to the first day of such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) and ending on, but excluding, the date which is "p" London Banking Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" London Banking Days prior to such earlier date, if any, on which the Notes become due and payable);

**"p"** for any Interest Period or Observation Period (as applicable), means the number of London Banking Days specified as the "Lag Period" or the "Observation Shift Period" (as applicable) in the relevant Final Terms or if no such period is specified, five London Banking Days;

**"SONIA Reference Rate"** means, in respect of any London Banking Day, a reference rate equal to the daily Sterling Overnight Index Average ("**SONIA**") rate for such London Banking Day as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page (or if the Relevant Screen Page is unavailable, as otherwise is published by such authorised distributors) on the London Banking Day immediately following such London Banking Day; and

**"SONIAi"** means the SONIA Reference Rate for:

- (a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the London Banking Day falling "p" London Banking Days prior to the relevant London Banking Day "i"; or



- (b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant London Banking Day "i".

*For the avoidance of doubt, the formula for the calculation of Compounded Daily SONIA only compounds the SONIA Reference Rate in respect of any London Banking Day. The SONIA Reference Rate applied to a day that is a non-London Banking Day will be taken by applying the SONIA Reference Rate for the previous London Banking Day but without compounding.*

- (iv) If, in respect of any London Banking Day in the relevant Interest Period or Observation Period (as applicable), the Calculation Bank determines that the SONIA Reference Rate is not available on the Relevant Screen Page and has not otherwise been published by the relevant authorised distributors, such SONIA Reference Rate shall, subject to Condition 7(n) (*Benchmark Discontinuation*), be:

- (A) the sum of (A) the Bank of England's Bank Rate (the "Bank Rate") prevailing at close of business on the relevant London Banking Day and (B) the mean of the spread of the SONIA Reference Rate to the Bank Rate over the previous five London Banking Days on which a SONIA Reference Rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Bank Rate; or
- (B) if the Bank Rate is not published by the Bank of England at close of business on the relevant London Banking Day, (a) the SONIA Reference Rate published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the first preceding London Banking Day on which the SONIA Reference Rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors), or (b) if this is more recent, the latest determined rate under (A).

- (v) Subject to Condition 7(n) (*Benchmark Discontinuation*), if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 7(e), the Rate of Interest shall be (A) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period, in place of the Margin relating to that last preceding Interest Period) or (B) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to the Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin applicable to the first Interest Period).

(f) *Interest – Floating Rate Notes referencing SOFR (Screen Rate Determination)*

- (i) This Condition 7(f) is applicable to the Notes only if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable, Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, and the "Reference Rate" is specified in the relevant Final Terms as being "SOFR".
- (ii) Where "SOFR" is specified as the Reference Rate in the Final Terms, the Rate of Interest for each Interest Period will, subject as provided below, be the Benchmark plus or minus (as specified in the relevant Final Terms) the Margin, all as determined by the Calculation Agent on each Interest Determination Date.
- (iii) For the purposes of this Condition 7(f):

**"Benchmark"** means Compounded SOFR, which is a compounded average of daily SOFR, as determined for each Interest Period in accordance with the specific formula and other provisions set out in this Condition 7(f).

*Daily SOFR rates will not be published in respect of any day that is not a U.S. Government Securities Business Day, such as a Saturday, Sunday or holiday. For this reason, in determining Compounded SOFR in accordance with the specific formula and other provisions set forth herein, the daily SOFR rate for any U.S. Government Securities Business Day that immediately precedes one or more days that are not U.S. Government Securities Business Days will be multiplied by the number of calendar days from and including such U.S. Government Securities Business Day to, but excluding, the following U.S. Government Securities Business Day.*

*If the Issuer determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred in respect of Compounded SOFR (or the daily SOFR used in the calculation hereof) prior to the relevant SOFR Determination Time, then the provisions under Condition 7(f)(iv) below will apply.*

**"Business Day"** means any weekday that is a U.S. Government Securities Business Day and is not a legal holiday in New York and each (if any) Additional Business Centre(s) and is not a date on which banking institutions in those cities are authorised or required by law or regulation to be closed;

**"Compounded SOFR"** with respect to any Interest Period, means the rate of return of a daily compound interest investment computed in accordance with the following formula (and the resulting percentage will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{SOFR_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

**"d"** is the number of calendar days in:

- (a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; or
- (b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period.

**"d<sub>o</sub>"** is the number of U.S. Government Securities Business Days in:

- (a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; or
- (b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period.

**"i"** is a series of whole numbers from one to d<sub>o</sub>, each representing the relevant U.S. Government Securities Business Day in chronological order from, and including, the first U.S. Government Securities Business Day in:

- (a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; or
- (b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period,

to and including the last US Government Securities Business Day in such period;

**"Interest Determination Date"** means, in respect of any Interest Period, the date falling "p" U.S. Government Securities Business Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" U.S. Government Securities Business Days prior to such earlier date, if any, on which the Notes are due and payable);

"**n<sub>i</sub>**" for any U.S. Government Securities Business Day "**i**" in the relevant Interest Period or Observation Period (as applicable), is the number of calendar days from, and including, such U.S. Government Securities Business Day "**i**" to, but excluding, the following U.S. Government Securities Business Day ("**i+1**");

"**Observation Period**" in respect of an Interest Period means the period from, and including, the date falling "**p**" U.S. Government Securities Business Days preceding the first day in such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) to, but excluding, the date falling "**p**" U.S. Government Securities Business Days preceding the Interest Payment Date for such Interest Period (or the date falling "**p**" U.S. Government Securities Business Days prior to such earlier date, if any, on which the Notes become due and payable);

"**p**" for any Interest Period or Observation Period (as applicable) means the number of U.S. Government Securities Business Days specified as the "Lag Period" or the "Observation Shift Period" (as applicable) in the relevant Final Terms or if no such period is specified, five U.S. Government Securities Business Days;

"**SOFR**" with respect to any U.S. Government Securities Business Day, means:

- (a) the Secured Overnight Financing Rate published for such U.S. Government Securities Business Day as such rate appears on the SOFR Administrator's Website at 3:00 p.m. (New York time) on the immediately following U.S. Government Securities Business Day (the "**SOFR Determination Time**"); or
- (b) Subject to Condition 7(f)(iv) below, if the rate specified in (i) above does not so appear, the Secured Overnight Financing Rate as published in respect of the first preceding U.S. Government Securities Business Day for which the Secured Overnight Financing Rate was published on the SOFR Administrator's Website;

"**SOFR Administrator**" means the Federal Reserve Bank of New York (or a successor administrator of the Secured Overnight Financing Rate);

"**SOFR Administrator's Website**" means the website of the Federal Reserve Bank of New York, or any successor source;

"**SOFR<sub>i</sub>**" means the SOFR for:

- (a) where "Lag" is specified as the Observation Method in the applicable Final Terms, the U.S. Government Securities Business Day falling "**p**" U.S. Government Securities Business Days prior to the relevant U.S. Government Securities Business Day "**i**"; or
- (b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant U.S. Government Securities Business Day "**i**"; and

"**U.S. Government Securities Business Day**" means any day except for a Saturday, a Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

- (iv) If the Issuer determines on or prior to the relevant Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the then-current Benchmark, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the Notes in respect of all determinations on such date and for all determinations on all subsequent dates. In connection with the implementation of a Benchmark Replacement, the Issuer will have the right to make Benchmark Replacement Conforming Changes from time to time, without any requirement for the consent or approval of the Noteholders.

Any determination, decision or election that may be made by the Issuer pursuant to this section, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection:

- (a) will be conclusive and binding absent manifest error;
- (b) will be made in the sole discretion of the Issuer; and
- (c) notwithstanding anything to the contrary in the documentation relating to the Notes, shall become effective without consent from the holders of the Notes or any other party.

**"Benchmark"** means, initially, Compounded SOFR, as such term is defined above; provided that if the Issuer determines on or prior to the Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to Compounded SOFR (or the published daily SOFR used in the calculation thereof) or the then-current Benchmark, then "Benchmark" shall mean the applicable Benchmark Replacement.

**"Benchmark Replacement"** means the first alternative set forth in the order below that can be determined by the Issuer as of the Benchmark Replacement Date:

- (a) the sum of: (A) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark and (B) the Benchmark Replacement Adjustment;
- (b) the sum of: (A) the ISDA Fallback Rate and (B) the Benchmark Replacement Adjustment; or
- (c) the sum of: (A) the alternate rate of interest that has been selected by the Issuer as the replacement for the then-current Benchmark giving due consideration to any industry-accepted rate of interest as a replacement for the then-current Benchmark for U.S. dollar-denominated floating rate notes at such time and (B) the Benchmark Replacement Adjustment;

**"Benchmark Replacement Adjustment"** means the first alternative set forth in the order below that can be determined by the issuer or its designee as of the Benchmark Replacement Date:

- (a) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;
- (b) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, the ISDA Fallback Adjustment; or
- (c) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated floating rate notes at such time;

**"Benchmark Replacement Conforming Changes"** means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters) that the Issuer decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Issuer decides that adoption of any portion of such market practice is not administratively

feasible or if the Issuer determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Issuer determines is reasonably necessary);

**"Benchmark Replacement Date"** means the earliest to occur of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof):

- (a) in the case of clause (a) or (b) of the definition of "Benchmark Transition Event," the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark (or such component); or
- (b) in the case of clause (c) of the definition of "Benchmark Transition Event," the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event that gives rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination;

**"Benchmark Transition Event"** means the occurrence of one or more of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof):

- (a) a public statement or publication of information by or on behalf of the administrator of the Benchmark (or such component) announcing that such administrator has ceased or will cease to provide the Benchmark (or such component), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or
- (b) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark (or such component), the central bank for the currency of the Benchmark (or such component), an insolvency official with jurisdiction over the administrator for the Benchmark (or such component), a resolution authority with jurisdiction over the administrator for the Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark (or such component) has ceased or will cease to provide the Benchmark (or such component) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or
- (c) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative;

**"ISDA Fallback Adjustment"** means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark;

**"ISDA Fallback Rate"** means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

**"Reference Time"** with respect to any determination of the Benchmark means (i) if the Benchmark is Compounded SOFR, the SOFR Determination Time, and (ii) if the Benchmark is not Compounded SOFR, the time determined by the Issuer after giving effect to the Benchmark Replacement Conforming Changes;

**"Relevant Governmental Body"** means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto; and

**"Unadjusted Benchmark Replacement"** means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

- (v) Any Benchmark Replacement, Benchmark Replacement Adjustment and the specific terms of any Benchmark Replacement Conforming Changes, determined under Condition 7(f)(iv) above will be notified promptly by the Issuer to the Fiscal Agent, the Calculation Agent, the Local Paying Agent, the Paying Agents and, in accordance with Condition 17 (*Notices*), the Noteholders. Such notice shall be irrevocable and shall specify the effective date on which such changes take effect.

No later than notifying the Fiscal Agent of the same, the Issuer shall deliver to the Fiscal Agent a certificate signed by two authorised signatories of the Issuer:

- (A) confirming (x) that a Benchmark Transition Event has occurred, (y) the relevant Benchmark Replacement and, (z) where applicable, any Benchmark Replacement Adjustment and/or the specific terms of any relevant Benchmark Replacement Conforming Changes, in each case as determined in accordance with the provisions of this Condition 7(f); and
- (B) certifying that the relevant Benchmark Replacement Conforming Changes are necessary to ensure the proper operation of such Benchmark Replacement and/or Benchmark Replacement Adjustment.
- (vi) Subject to Condition 7(n) (*Benchmark Discontinuation*), if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 7(f), the Rate of Interest shall be (A) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period, in place of the Margin relating to that last preceding Interest Period) or (B) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to the Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin applicable to the first Interest Period).

(g) *Interest – Floating Rate Notes referencing €STR (Screen Rate Determination)*

- (i) This Condition 7(g) is applicable to the Notes only if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable, Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, and the "Reference Rate" is specified in the relevant Final Terms as being "€STR".
- (ii) Where "€STR" is specified as the Reference Rate in the Final Terms, the Rate of Interest for each Interest Period will, subject as provided below, be Compounded Daily €STR plus or minus (as specified in the relevant Final Terms) the Margin, all as determined by the Calculation Agent on each Interest Determination Date.
- (iii) For the purposes of this Condition 7(g):

**"Compounded Daily €STR"** means, with respect to any Interest Period, the rate of return of a daily compound interest investment (with the daily euro short-term rate as

reference rate for the calculation of interest) as calculated by the Calculation Agent as at the relevant Interest Determination Date in accordance with the following formula (and the resulting percentage will be rounded if necessary to the nearest fifth decimal place, with 0.000005 being rounded upwards):

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{\text{€STR}_i \times n_i}{D} \right) - 1 \right] \times \frac{D}{d}$$

where:

"**d**" means the number of calendar days in:

- (a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; or
- (b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period;

"**D**" means the number specified as such in the relevant Final Terms (or, if no such number is specified, 360);

"**d<sub>o</sub>**" means the number of TARGET Settlement Days in:

- (a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; or
- (b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period;

the "**€STR reference rate**", in respect of any TARGET Settlement Day, is a reference rate equal to the daily euro short-term rate ("**€STR**") for such TARGET Settlement Day as provided by the European Central Bank as the administrator of €STR (or any successor administrator of such rate) on the website of the European Central Bank (or, if no longer published on its website, as otherwise published by it or provided by it to authorised distributors and as then published on the Relevant Screen Page or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors) on the TARGET Settlement Day immediately following such TARGET Settlement Day (in each case, at the time specified by, or determined in accordance with, the applicable methodology, policies or guidelines, of the European Central Bank or the successor administrator of such rate);

"**€STR<sub>i</sub>**" means the €STR reference rate for:

- (a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the TARGET Settlement Day falling "p" TARGET Settlement Days prior to the relevant TARGET Settlement Day "i"; or
- (b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant TARGET Settlement Day "i".

"**i**" is a series of whole numbers from one to "**d<sub>o</sub>**", each representing the relevant TARGET Settlement Day in chronological order from, and including, the first TARGET Settlement Day in:

- (a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; or
- (b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period;

to, and including, the last TARGET Settlement Day in such period;

**"Interest Determination Date"** means, in respect of any Interest Period, the date falling "p" TARGET Settlement Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" TARGET Settlement Days prior to such earlier date, if any, on which the Notes are due and payable);

**"n<sub>i</sub>"** for any TARGET Settlement Day "i" in the relevant Interest Period or Observation Period (as applicable), means the number of calendar days from (and including) such TARGET Settlement Day "i" up to (but excluding) the following TARGET Settlement Day;

**"Observation Period"** means, in respect of any Interest Period, the period from (and including) the date falling "p" TARGET Settlement Days prior to the first day of the relevant Interest Period (and the final Interest Period shall begin on and include the Interest Commencement Date) to (but excluding) the date falling "p" TARGET Settlement Days prior to (A) (in the case of an Interest Period) the Interest Payment Date for such Interest Period or (B) such earlier date, if any, on which the Notes become due and payable; and

**"p"** for any latest Interest Period or Observation Period (as applicable), means the number of TARGET Settlement Days specified as the "Lag Period" or the "Observation Shift Period" (as applicable) in the relevant Final Terms or, if no such period is specified, five TARGET Business Days.

- (iv) Subject to Condition 7(n) (*Benchmark Discontinuation*), if, where any Rate of Interest is to be calculated pursuant to Condition 7(g)(ii) above, in respect of any TARGET Settlement Day in respect of which an applicable €STR reference rate is required to be determined, such €STR reference rate is not made available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, then the €STR reference rate in respect of such TARGET Settlement Day shall be the €STR reference rate for the first preceding TARGET Settlement Day in respect of which €STR reference rate was published by the European Central Bank on its website, as determined by the Calculation Agent.
- (v) Subject to Condition 7(n) (*Benchmark Discontinuation*), if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 7(g)(v), the Rate of Interest shall be (A) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period, in place of the Margin relating to that last preceding Interest Period) or (B) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to the Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin applicable to the first Interest Period).

(h) *Interest – SONIA Compounded Index and SOFR Compounded Index (Screen Rate Determination)*

This Condition 7(h) is applicable to the Notes only if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable, Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, and "Index Determination" is specified in the relevant Final Terms as being applicable.

Where "Index Determination" is specified in the relevant Final Terms as being applicable, the Rate of Interest for each Interest Period will be the compounded daily reference rate for the relevant Interest Period, calculated in accordance with the following formula:

$$\frac{(\text{Compounded Index End}}{\text{Compounded Index Start}} - 1) \times \frac{\text{Numerator}}{d}$$

and rounded to the Relevant Decimal Place, plus or minus the Margin (if any), all as determined and calculated by the Calculation Agent, where:



**"Compounded Index"** shall mean either the SONIA Compounded Index or the SOFR Compounded Index, as specified in the relevant Final Terms;

**"d"** is the number of calendar days from (and including) the day on which the relevant Compounded Index Start is determined to (but excluding) the day on which the relevant Compounded Index End is determined;

**"End"** means the relevant Compounded Index value on the day falling the Relevant Number of Index Days prior to the Interest Payment Date for such Interest Period, or such other date on which the relevant payment of interest falls due (but which by its definition or the operation of the relevant provisions is excluded from such Interest Period);

**"Index Days"** means, in the case of the SONIA Compounded Index, London Banking Days, and, in the case of the SOFR Compounded Index, U.S. Government Securities Business Days;

**"Numerator"** means, in the case of the SONIA Compounded Index, 365 and, in the case of the SOFR Compounded Index, 360;

**"Relevant Decimal Place"** shall, unless otherwise specified in the Final Terms, be the fifth decimal place in the case of the SONIA Compounded Index and the seventh decimal place in the case of the SOFR Compounded Index, in each case rounded up or down, if necessary (with 0.000005 or, as the case may be, 0.00000005 being rounded upwards);

**"Relevant Number"** is as specified in the applicable Final Terms, but, unless otherwise specified shall be five;

**"SONIA Compounded Index"** means the Compounded Daily SONIA rate as published at 10:00 (London time) by the Bank of England (or a successor administrator of SONIA) on the Bank of England's Interactive Statistical Database, or any successor source;

**"SOFR Compounded Index"** means the Compounded Daily SOFR rate as published at 15:00 (New York time) by Federal Reserve Bank of New York (or a successor administrator of SOFR) on the website of the Federal Reserve Bank of New York, or any successor source; and

**"Start"** means the relevant Compounded Index value on the day falling the Relevant Number of Index Days prior to the first day of the relevant Interest Period.

Provided that a Benchmark Event has not occurred in respect of the relevant Compounded Index, if, with respect to any Interest Period, the relevant rate is not published for the relevant Compounded Index either on the relevant Start or End date, then the Calculation Agent shall calculate the rate of interest for that Interest Period as if Index Determination was not specified in the applicable Final Terms and as if Compounded Daily SONIA or Compounded Daily SOFR (as defined in Condition 7(e) or Condition 7(f), as applicable) had been specified instead in the Final Terms, and in each case "Observation Shift" had been specified as the Observation Method in the relevant Final Terms, and where the Observation Shift Period for the purposes of that definition in Condition 7(e) or Condition 7(f) (as applicable) shall be deemed to be the same as the Relevant Number specified in the Final Terms and where, in the case of Compounded Daily SONIA, the Relevant Screen Page will be determined by the Issuer. For the avoidance of doubt, if a Benchmark Event has occurred in respect of the relevant Compounded Index, the provisions of Condition 7(n) (*Benchmark Discontinuation*) shall apply.

- (i) *Maximum or Minimum Rate of Interest:* If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the relevant Final Terms, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified.
- (j) *Calculation of Interest Amount:* The Calculation Agent will, as soon as practicable after the time at which the Rate of Interest is to be determined in relation to each Interest Period, calculate the Interest Amount payable in respect of each Note for such Interest Period. The Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of the

relevant Note divided by the Calculation Amount. For this purpose a "**sub-unit**" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

- (k) *Calculation of other amounts:* If the relevant Final Terms specifies that any other amount is to be calculated by the Calculation Agent, the Calculation Agent will, as soon as practicable after the time or times at which any such amount is to be determined, calculate the relevant amount. The relevant amount will be calculated by the Calculation Agent in the manner specified in the relevant Final Terms.
- (l) *Publication:* The Calculation Agent will cause each Rate of Interest and Interest Amount determined by it, together with the relevant Interest Payment Date, and any other amount(s) required to be determined by it together with any relevant payment date(s) to be notified to the Local Paying Agent, the Paying Agents and each competent authority, stock exchange and/or quotation system (if any) by which the Book-entry Notes have then been admitted to listing, trading and/or quotation as soon as practicable after such determination but (in the case of each Rate of Interest, Interest Amount and Interest Payment Date) in any event not later than the first day of the relevant Interest Period. Notice thereof shall also promptly be given to the Noteholders. The Calculation Agent will be entitled to recalculate any Interest Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Interest Period. If the Calculation Amount is less than the minimum Specified Denomination the Calculation Agent shall not be obliged to publish each Interest Amount but instead may publish only the Calculation Amount and the Interest Amount in respect of a Note having the minimum Specified Denomination.
- (m) *Notifications etc:* All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition by the Calculation Agent will (in the absence of manifest error) be binding on the Issuer, the Guarantors, the Paying Agents, the Local Paying Agent, the Noteholders and (subject as aforesaid) no liability to any such Person will attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.
- (n) *Benchmark Discontinuation:* Other than in the case of a U.S. dollar-denominated floating rate Note for which the Reference Rate is specified in the relevant Final Terms as being "SOFR", if a Benchmark Event occurs in relation to the Reference Rate when the Rate of Interest (or any component part thereof) for any Interest Period remains to be determined by reference to such Reference Rate, then the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate, failing which an Alternative Rate (in accordance with this Condition 7(n)) and, in either case, an Adjustment Spread, if any (in accordance with this Condition 7(n)) and any Benchmark Amendments (in accordance with this Condition 7(n)).

In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Fiscal Agent, or the Noteholders for any determination made by it pursuant to this Condition 7(n).

If (i) the Issuer is unable to appoint an Independent Adviser or (ii) the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 7(n) prior to the relevant Interest Determination Date, the Reference Rate applicable to the immediately following Interest Period shall be the Reference Rate applicable as at the last preceding Interest Determination Date. If there has not been a first Interest Payment Date, the Reference Rate shall be the Reference Rate applicable to the first Interest Period. For the avoidance of doubt, any adjustment pursuant to this Condition 7(n) (*Benchmark Discontinuation*) shall apply to the immediately following Interest Period only. Any subsequent Interest Period may be subject to the subsequent operation of this Condition 7(n).

If the Independent Adviser and the Issuer agree that:

- (A) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in this Condition 7(n)) subsequently be used in place of the Reference Rate to determine the Rate of Interest for the immediately following Interest Period and all

following Interest Periods, subject to the subsequent operation of this Condition 7(n) in the event of a further Benchmark Event affecting the Successor Rate; or

- (B) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in Condition 7(n)) subsequently be used in place of the Reference Rate to determine the Rate of Interest for the immediately following Interest Period and all following Interest Periods, subject to the subsequent operation of this Condition 7(n) in the event of a further Benchmark Event affecting the Alternative Rate.

If the Independent Adviser and the Issuer agree (A) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and (B) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall apply to the Successor Rate or the Alternative Rate (as the case may be).

If any relevant Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 7(n) and the Independent Adviser and the Issuer agree (i) that amendments to these Conditions are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (such amendments, the "**Benchmark Amendments**") and (ii) the terms of the Benchmark Amendments, then the Issuer shall, following consultation with the Calculation Agent (or the person specified in the applicable Final Terms as the party responsible for calculating the Rate of Interest and the Interest Amount(s)), subject to giving notice thereof in accordance with Condition this 7(n), without any requirement for the consent or approval of relevant Noteholders, vary these Conditions to give effect to such Benchmark Amendments with effect from the date specified in such notice (and for the avoidance of doubt, the Fiscal Agent and the Local Paying Agent shall, at the direction and expense of the Issuer, consent to and effect such consequential amendments to the Fiscal Agency Agreement and these Conditions as may be required in order to give effect to this Condition 7(n)).

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 7(n) will be notified promptly by the Issuer to the Fiscal Agent, the Calculation Agent, the Local Paying Agent, the Paying Agents and, in accordance with Condition 18 (*Notices*), the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

No later than notifying the Fiscal Agent of the same, the Issuer shall deliver to the Fiscal Agent a certificate signed by two authorised signatories of the Issuer:

- (A) confirming (x) that a Benchmark Event has occurred, (y) the relevant Successor Rate, or, as the case may be, the relevant Alternative Rate and, (z) where applicable, any relevant Adjustment Spread and/or the specific terms of any relevant Benchmark Amendments, in each case as determined in accordance with the provisions of this Condition 7(n); and
- (B) certifying that the relevant Benchmark Amendments are necessary to ensure the proper operation of such relevant Successor Rate, Alternative Rate and/or Adjustment Spread.

The Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of such Successor Rate or Alternative Rate and such Adjustment Spread (if any) and such Benchmark Amendments (if any)) be binding on the Issuer, the Fiscal Agent, the Calculation Agent, the Local Paying Agent the other Paying Agents and the Noteholders.

Notwithstanding any other provision of this Condition 7(n), neither the Calculation Agent nor the Local Paying Agent or any Paying Agent is not obliged to concur with the Issuer or the Independent Adviser in respect of any changes or amendments as contemplated under this Condition 7(n), which, in the sole and reasonable opinion of the Calculation Agent or the relevant Paying Agent or the Local Paying Agent, as the case may be, would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Calculation Agent or the relevant Paying Agent

or the Local Paying Agent (as applicable) in the Fiscal Agency Agreement and/or these Conditions.

As used in this Condition 7(n):

**"Adjustment Spread"** means either a spread (which may be positive or negative), or the formula or methodology for calculating a spread, in either case, which the Independent Adviser determines is required to be applied to the relevant Successor Rate or the relevant Alternative Rate (as the case may be) and is the spread, formula or methodology which:

- (A) in the case of a Successor Rate, is formally recommended, or formally provided as an option for parties to adopt, in relation to the replacement of the Reference Rate with the Successor Rate by any Relevant Nominating Body; or
- (B) (if no such recommendation has been made, or in the case of an Alternative Rate), the Independent Adviser, determines is customarily applied to the relevant Successor Rate or Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Reference Rate; or
- (C) (if no such determination has been made) the Independent Adviser determines, is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or
- (D) (if the Independent Adviser determines that no such industry standard is recognised or acknowledged) the Independent Adviser determines to be appropriate to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders as a result of the replacement of the Reference Rate with the Successor Rate or the Alternative Rate (as the case may be).

**"Alternative Rate"** means an alternative benchmark or screen rate which the Independent Adviser determines in accordance with this Condition 7(n) is customary in market usage in the international debt capital markets for the purposes of determining floating rates of interest (or the relevant component part thereof) for a commensurate period and in the Specified Currency.

**"Benchmark Amendments"** has the meaning given to it in this Condition 7(n).

**"Benchmark Event"** means:

- A. the relevant Reference Rate has ceased to be published on the Relevant Screen Page as a result of such benchmark ceasing to be calculated or administered; or
- B. a public statement by the administrator of the relevant Reference Rate that (in circumstances where no successor administrator has been or will be appointed that will continue publication of such Reference Rate) it has ceased publishing such Reference Rate permanently or indefinitely or that it will cease to do so by a specified future date (the **"Specified Future Date"**); or
- C. a public statement by the supervisor of the administrator of the relevant Reference Rate that such Reference Rate has been or will, by a specified future date (the **"Specified Future Date"**), be permanently or indefinitely discontinued; or
- D. a public statement by the supervisor of the administrator of the relevant Reference Rate that means that such Reference Rate will, by a specified future date (the **"Specified Future Date"**), be prohibited from being used or that its use will be subject to restrictions or adverse consequences, either generally or in respect of the Book-entry Notes; or
- E. a public statement by the supervisor of the administrator of the relevant Reference Rate (as applicable) that, in the view of such supervisor, such Reference Rate is or will, by a specified future date (the **"Specified Future Date"**) be no longer representative of an underlying market; or

- F. it has or will, by a specified date within the following six months, become unlawful for the Calculation Agent to calculate any payments due to be made to any Noteholder using the relevant Reference Rate (as applicable) (including, without limitation, under the EU Benchmarks Regulation, if applicable).

Notwithstanding the sub-paragraphs above, where the relevant Benchmark Event is a public statement within sub-paragraphs (B), (C), (D) or (E) above and the Specified Future Date in the public statement is more than six months after the date of that public statement, the Benchmark Event shall not be deemed to occur until the date falling six months prior to such Specified Future Date.

**"Independent Adviser"** means an independent financial institution of international repute or other independent financial adviser experienced in the international capital markets, in each case appointed by the Issuer at its own expense under this Condition 7(n).

**"Relevant Nominating Body"** means, in respect of a benchmark or screen rate (as applicable):

- (A) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or
- (B) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (c) a group of the aforementioned central banks or other supervisory authorities or (d) the Financial Stability Board or any part thereof.

**"Successor Rate"** means a successor to or replacement of the Reference Rate which is formally recommended by any Relevant Nominating Body.

## 8 Redemption and Purchase

- (a) *Scheduled redemption*: Unless previously redeemed, or purchased and cancelled, the Book-entry Notes will be redeemed at their Final Redemption Amount on the Maturity Date, subject as provided in Condition 9 (*Payments*).
- (b) *Redemption for tax reasons*: The Book-entry Notes may be redeemed at the option of the Issuer in whole, but not in part:
  - (i) at any time (if the Floating Rate Note Provisions are not specified in the relevant Final Terms as being applicable); or
  - (ii) on any Interest Payment Date (if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable),

on giving not less than 30 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable), at their Early Redemption Amount (Tax), together with interest accrued (if any) to the date fixed for redemption, if, immediately before giving such notice:

- (A) (1) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 10 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of the Kingdom of Spain or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date of issue of the first Tranche of the Book-entry Notes; and (2) such obligation cannot be avoided by the Issuer taking reasonable measures available to it; or
- (B) (1) the Guarantors have or (if a demand was made under the Guarantee of the Book-entry Notes) would become obliged to pay additional amounts as provided or referred to in Condition 10 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of the Kingdom of Spain or any political subdivision or any authority thereof

or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after the date of issue of the first Tranche of the Book-entry Notes and (2) such obligation cannot be avoided by the Guarantors taking reasonable measures available to it,

*provided, however, that no such notice of redemption shall be given earlier than:*

- (1) where the Book-entry Notes may be redeemed at any time, 90 days prior to the earliest date on which the Issuer or the Guarantors would be obliged to pay such additional amounts if a payment in respect of the Book-entry Notes were then due or (as the case may be) a demand under the Guarantee of the Book-entry Notes were then made; or
- (2) where the Book-entry Notes may be redeemed only on an Interest Payment Date, 60 days prior to the Interest Payment Date occurring immediately before the earliest date on which the Issuer or the Guarantors would be obliged to pay such additional amounts if a payment in respect of the Book-entry Notes were then due or (as the case may be) a demand under the Guarantee of the Book-entry Notes were then made.

Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver or procure that there is delivered to the Fiscal Agent (1) a certificate signed by two directors of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred and (2) an opinion of independent legal advisers of recognised standing to the effect that the Issuer or (as the case may be) either of the Guarantors has or will become obliged to pay such additional amounts as a result of such change or amendment. Upon the expiry of any such notice as is referred to in this Condition 8(b) (*Redemption and Purchase – Redemption for tax reasons*), the Issuer shall be bound to redeem the Book-entry Notes in accordance with this Condition 8(b) (*Redemption and Purchase – Redemption for tax reasons*).

- (c) *Redemption at the option of the Issuer:* If the Call Option is specified in the relevant Final Terms as being applicable, the Book-entry Notes may be redeemed at the option of the Issuer in whole or, if so specified in the relevant Final Terms. Such Notes may be redeemed in part on any Optional Redemption Date (Call) at the relevant Optional Redemption Amount (Call) on the Issuer's giving not less than 30 nor more than 60 days' notice to the Noteholders, or such other notice period as may be specified in the relevant Final Terms (which notice shall be irrevocable and shall oblige the Issuer to redeem the Book-entry Notes or, as the case may be, the amount specified in such notice on the relevant Optional Redemption Date (Call) at the Optional Redemption Amount (Call) plus accrued interest (if any) to such date).

If the Optional Redemption Amount (Call) specified in the relevant Final Terms is the "**Make-Whole Amount**", the Optional Redemption Amount (Call) will be the higher of:

- (a) 100 per cent. of the principal amount outstanding of the Book-entry Notes to be redeemed; and
- (b) the sum of the present values of the principal amount outstanding of the Book-entry Notes to be redeemed and the Remaining Term Interest on such Book-entry Notes (exclusive of interest accrued to the date of redemption) discounted to the date of redemption on an annual basis at (i) the Reference Note Rate plus the Redemption Margin; or (ii) the Discount Rate, in each case as may be specified in the applicable Final Terms. If the Make-whole Exemption Period is specified as applicable and the Issuer gives notice to redeem the Book-entry Notes during the Make-whole Exemption Period, the Optional Redemption Amount (Call) will be 100 per cent. of the principal amount outstanding of the Book-entry Notes to be redeemed.

All Book-entry Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition 8(c).

In the case of a partial redemption the notice to Noteholders shall also contain the certificate numbers of the Book-entry Notes to be redeemed, which shall have been drawn in such place and

in such manner as may be fair and reasonable in the circumstances, taking account of prevailing market practices, subject to compliance with any applicable laws and stock exchange or other relevant authority requirements.

In this Condition 8(c), as applicable:

**"Discount Rate"** will be as set out in the applicable Final Terms.

**"FA Selected Note"** means a government security or securities selected by the Financial Adviser as having an actual or interpolated maturity comparable with the remaining term of the Book-entry Notes that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities denominated in the same currency as the Book-entry Notes and of a comparable maturity to the remaining term of the Book-entry Notes.

**"Financial Adviser"** means the entity so specified in the applicable Final Terms or, if not so specified or such entity is unable or unwilling to act, any financial adviser selected by the Issuer and/or the Guarantor.

**"Make-whole Exemption Period"** will be as set out in the applicable Final Terms.

**"Redemption Margin"** will be as set out in the applicable Final Terms.

**"Reference Date"** will be set out in the relevant notice of redemption, such date to fall no earlier than the date falling 30 days prior to the date of such notice.

**"Reference Government Note Dealer"** means each of five banks selected by the Issuer and/or the Guarantors, or their affiliates, which are (a) primary government securities dealers, and their respective successors, or (b) market makers in pricing corporate note issues.

**"Reference Government Note Dealer Quotations"** means, with respect to each Reference Government Note Dealer and any date for redemption, the arithmetic average, as determined by the Calculation Agent, of the bid and offered prices for the Reference Note (expressed in each case as a percentage of its nominal amount) at the Quotation Time specified in the applicable Final Terms on the Reference Date quoted in writing to the Calculation Agent by such Reference Government Note Dealer.

**"Reference Note"** shall be the note so specified in the applicable Final Terms or, if not so specified or if no longer available, the FA Selected Note.

**"Reference Note Price"** means, with respect to any date of redemption: (a) the arithmetic average of the Reference Government Note Dealer Quotations for such date of redemption, after excluding the highest and lowest such Reference Government Note Dealer Quotations; or (b) if the Financial Adviser obtains fewer than four such Reference Government Note Dealer Quotations, the arithmetic average of all such quotations.

**"Reference Note Rate"** means, with respect to any date of redemption, the rate per annum equal to the annual or semi-annual yield (as the case may be) to maturity or interpolated yield to maturity (on the relevant day count basis) of the Reference Note, assuming a price for the Reference Note (expressed as a percentage of its nominal amount) equal to the Reference Note Price for such date of redemption.

**"Remaining Term Interest"** means with respect to any Note, the aggregate amount of scheduled payment(s) of interest on such Note for the remaining term of such Note determined on the basis of the rate of interest applicable to such Note from and including the date on which such Note is to be redeemed by the Issuer in accordance with this Condition.

- (d) *Partial redemption:* If the Book-entry Notes are to be redeemed in part only on any date in accordance with Condition 8(c) (*Redemption and Purchase – Redemption at the option of the Issuer*), the Book-entry Notes to be redeemed shall be listed, on a pro rata basis by use of a pool factor.

- (e) *Redemption at the option of Noteholders*: If the Put Option is specified in the relevant Final Terms as being applicable, the Issuer shall, at the option of the holder of any Note redeem such Note on the Optional Redemption Date (Put) specified in the relevant Put Option Notice at the relevant Optional Redemption Amount (Put) together with interest (if any) accrued to such date. In order to exercise the option contained in this Condition 8(e) (*Redemption and Purchase – Redemption at the option of Noteholders*), the holder of a Note must, not less than 30 nor more than 60 days before the relevant Optional Redemption Date (Put), deliver a duly completed Put Option Notice in the form obtainable from the Local Paying Agent at its registered office which will, in turn, forward the Put Option Notice to the Issuer. The Local Paying Agent shall deliver a duly completed notice receipt to the relevant Holder. No such notice, once delivered in accordance with this Condition 10(e) may be withdrawn.
- (f) *Redemption following a Substantial Purchase Event*: If a Substantial Purchase Event (as defined below) is specified in the relevant Final Terms as being applicable and a Substantial Purchase Event has occurred, then the Issuer may, subject to having given not less than 30 nor more than 60 days' notice to the Noteholders in accordance with Condition 18 (*Notices*), redeem or purchase (or procure the purchase of), at its option, the Book-entry Notes comprising the relevant Series in whole, but not in part, in accordance with these Conditions at any time, in each case at their principal amount, together with any accrued and unpaid interest up to (but excluding) the date of redemption or purchase.

All Book-entry Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition.

A "**Substantial Purchase Event**" shall be deemed to have occurred if at least 80 per cent. of the aggregate principal amount of the Book-entry Notes of the relevant Series originally issued (which for these purposes shall include any further Book-entry Notes of the same Series issued subsequently) is purchased by the Issuer or Guarantors or any of their subsidiaries (and in each case is cancelled in accordance with Condition 8(j)).

- (g) *Residual Maturity Call Option*: If a Residual Maturity Call Option is specified in the relevant Final Terms as being applicable, the Issuer may, on giving not less than 15 nor more than 30 days' notice to the Noteholders in accordance with Condition 18 (*Notices*) (which notice shall specify the date fixed for redemption (the "**Residual Maturity Call Option Redemption Date**")), at its option, redeem the Book-entry Notes comprising the relevant Series, in whole but not in part, at their principal amount together with any accrued and unpaid interest up to (but excluding) the date fixed for redemption, which shall be no earlier than (i) three months before the Maturity Date in respect of Book-entry Notes having a maturity of not more than 10 years or (ii) six months before the Maturity Date in respect of Book-entry Notes having a maturity of more than ten years.

For the purpose of the preceding paragraph, the maturity of not more than ten years or the maturity of more than ten years shall be determined as from the Issue Date of the first Tranche of the relevant Series of Book-entry Notes.

All Book-entry Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition.

- (h) *No other redemption*: The Issuer shall not be entitled to redeem the Book-entry Notes otherwise than as provided in paragraphs (a) to (g) above.
- (i) *Purchase*: The Issuer, the Guarantors or any of their respective Subsidiaries may at any time purchase Book-entry Notes in the open market or otherwise and at any price,. Such Book-entry Notes may be held or resold at the option of the Guarantors or their respective Subsidiaries. Book-entry Notes purchased by the Issuer must be redeemed. The Guarantors or their respective Subsidiaries may sell such Book-entry Notes to the Issuer. In such case the Issuer must redeem such notes.
- (j) *Cancellation*: All Book-entry Notes so redeemed by the Issuer shall be cancelled.



## 9 Payments

- (a) Principal and interest: Payments in respect of the Book-entry Notes (in terms of both principal and interest) will be made by transfer to the registered account of the relevant Holder maintained by or on behalf of it with a bank that processes payments in a city in which banks have access to the T2 system, details of which appear in the records of Iberclear or, as the case may be, the relevant Iberclear Member at close of business on the day immediately preceding the Business Day on which the payment of principal or interest, as the case may be, falls due. Holders must rely on the procedures of Iberclear or, as the case may be, the relevant Iberclear Member to receive payments under the relevant Book-entry Notes. None of the Issuer, the Fiscal Agent, the Local Paying Agent or, if applicable, any of the Dealers will have any responsibility or liability for the records relating to payments made in respect of the Book-entry Notes.
- (b) *Payments subject to fiscal laws:* Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 10 (*Taxation*) and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 10 (*Taxation*)) any law implementing an intergovernmental approach thereto. No commissions or expenses shall be charged to the Noteholders in respect of such payments.
- (c) *Payments on business days:* If the due date for payment of any amount in respect of any Note is not a Payment Business Day, the holder shall not be entitled to payment of the amount due until the next succeeding Payment Business Day in and shall not be entitled to any further interest or other payment in respect of any such delay.

## 10 Taxation

- (a) *Gross up:* All payments of principal and interest in respect of the Book-entry Notes by or on behalf of the Issuer or the Guarantors shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of the Kingdom of Spain or any political subdivision therein or any authority therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments, or governmental charges is required by law. In that event, the Issuer or (as the case may be) the Guarantors shall pay such additional amounts as will result in receipt by the Noteholders after such withholding or deduction of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable in respect of any Note:
  - (i) held by, or on behalf of, a holder which is liable to such taxes, duties, assessments or governmental charges in respect of such Note by reason of its having some connection with the jurisdiction by which such taxes, duties, assessments or charges have been imposed, levied, collected, withheld or assessed other than the mere holding of the Note; or
  - (ii) held by or on behalf of a holder who would not be liable or subject to the withholding or deduction by making a declaration concerning the nationality, residence or identity of the holder (or providing information, documentation or other evidence of the same) or other similar claim for exemption to the relevant tax authority or to (or on behalf of) the Issuer, where such declaration or claim is upon request required or imposed by the Spanish tax authorities; or
  - (iii) to, or to a third party on behalf of, a holder if the Issuer or the Guarantors do not receive in a timely manner certain information about the Book-entry Notes of such holder as it is required by the applicable Spanish tax laws and regulations, including a duly executed and completed certificate, pursuant to Law 10/2014 of 26 June, and Royal Decree 1065/2007 of 27 July; or

- (iv) presented for payment more than 30 days after the Relevant Date except to the extent that the holder of such Note would have been entitled to such additional amounts on presenting such Note for payment on the last day of such period of 30 days.
- (b) *Taxing jurisdiction:* If any of the Issuer or the Guarantors become subject at any time to any taxing jurisdiction other than the Kingdom of Spain, references in these Conditions to the Kingdom of Spain shall be construed as references to the Kingdom of Spain and/or such other jurisdiction.

## 11 Events of Default

If any of the following events occurs and is continuing:

- (a) *Non-payment:* the Issuer (and each of the Guarantors under the Deed of Guarantee) fails to pay any amount of principal in respect of the Book-entry Notes (or in respect of the Deed of Guarantee) within fourteen days of the due date for payment thereof or fails to pay any amount of interest in respect of the Book-entry Notes (or in respect of the Deed of Guarantee) within twenty one days of the due date for payment thereof; or
- (b) *Breach of other obligations:* the Issuer or either of the Guarantors defaults in the performance or observance of any of its other obligations under or in respect of the Book-entry Notes or the Deed of Guarantee and such default remains unremedied for 60 days after written notice thereof to the Issuer and the Guarantors; or
- (c) *Cross-default of Issuer or Guarantors:*
  - (i) any Relevant Indebtedness of the Issuer or the either of the Guarantors is not paid when due or (as the case may be) within any originally applicable grace period;
  - (ii) any amounts of principal or interest in respect of such Relevant Indebtedness becomes (or becomes capable of being declared) due and payable prior to its stated maturity otherwise than at the option of the Issuer or either of the Guarantors (as the case may be) or (provided that no event of default, howsoever described, has occurred) any Person entitled to such Indebtedness; or
  - (iii) the Issuer or either of the Guarantors fails to pay when due any amount payable by it under any Guarantee of any Relevant Indebtedness;

provided that the amount of Relevant Indebtedness referred to in sub-paragraph (i) and/or sub-paragraph (ii) above and/or the amount payable under any Guarantee referred to in sub-paragraph (iii) above individually or in the aggregate exceeds €50,000,000 (or its equivalent in any other currency or currencies); or

- (d) *Enforcement proceedings:* a distress, attachment, execution, or other legal process is levied, enforced or sued out, on or against all or a material part of the property, assets or revenues of the Group and is not discharged or stayed within 90 days; or
- (e) *Security enforced:* a secured party takes possession, or a receiver, manager or other similar officer is appointed, of the whole or a substantial part of the undertaking, assets and revenues of the Group; or
- (f) *Insolvency etc:* (i) the Issuer or either of the Guarantors becomes insolvent or is unable to pay its debts as they fall due, (ii) an administrator or liquidator of the Issuer or either of the Guarantors or the whole or a substantial part of the undertaking, assets and revenues of the Issuer or either of the Guarantors is appointed (or application for any such appointment is made), (iii) the Issuer or either of the Guarantors takes any action for a readjustment or deferment of any of its obligations or makes a general assignment or an arrangement or composition with or for the benefit of its creditors or declares a moratorium in respect of any of its Indebtedness or any Guarantee of any Indebtedness given by it or (iv) the Issuer or either of the Guarantors ceases or threatens to cease to carry on all or any substantial part of its business (otherwise than for the purposes of or pursuant to an amalgamation, reorganisation or restructuring whilst solvent); or (v) an order is made or an effective resolution is passed for the winding up, liquidation or dissolution of the Issuer or either

of the Guarantors (otherwise than for the purposes of or pursuant to an amalgamation, reorganisation or restructuring whilst solvent); or

- (g) *Failure to take action etc*: any action, condition or thing at any time required to be taken, fulfilled or done in order (i) to enable the Issuer and the Guarantors lawfully to enter into, exercise their respective rights and perform and comply with their respective obligations under and in respect of the Book-entry Notes (ii) to ensure that those obligations are legal, valid, binding and enforceable and (iii) to make the Book-entry Notes and the Coupons admissible in evidence in the courts of the Kingdom of Spain is not taken, fulfilled or done by the Issuer or the Guarantors (as applicable); or
- (h) *Unlawfulness*: it is or will become unlawful for the Issuer or either of the Guarantors to perform or comply with any of its obligations under or in respect of the Book-entry Notes or the Deed of Guarantee; or
- (i) *Guarantee not in force*: the Guarantee of the Book-entry Notes is not (or is claimed by either of the Guarantors not to be) in full force and effect; or

then any Noteholder of the relevant Series in respect of such Book-entry Notes may, by written notice to the Issuer and the Guarantors, declare that such Book-entry Notes or Note (as the case may be) and all interest then accrued but unpaid on such Book-entry Notes or Note (as the case may be) shall be forthwith due and payable, whereupon the same shall (to the extent permitted by applicable Spanish law) become immediately due and payable at its Early Termination Amount, together with all interest accrued thereon without presentment, demand, protest or other notice of any kind, all of which the Issuer will expressly waive, anything contained in such Book-entry Notes to the contrary.

## **12 Prescription**

Claims for principal shall become void unless made within ten years of the appropriate Relevant Date. Claims for interest shall become void unless made within five years of the appropriate Relevant Date.

## **13 Agents**

In acting under the Fiscal Agency Agreement and in connection with the Book-entry Notes and the Coupons, the Paying Agents and the Local Paying Agent act solely as agents of the Issuer and the Guarantors and do not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders.

The initial Paying Agents and the Local Paying Agent and their initial Specified Offices are listed below. The initial Calculation Agent (if any) is specified in the relevant Final Terms. The Issuer and the Guarantors reserve the right at any time to vary or terminate the appointment of any Paying Agent and of the Local Paying Agent and to appoint a successor fiscal agent or Calculation Agent and additional or successor paying agents; *provided however that*:

- (a) the Issuer and the Guarantors shall at all times maintain a Fiscal Agent; and
- (b) if a Calculation Agent is specified in the relevant Final Terms, the Issuer and the Guarantors shall at all times maintain a Calculation Agent; and
- (c) if and for so long as the Book-entry Notes are admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent in any particular place, the Issuer and the Guarantors shall maintain a Paying Agent having its Specified Office in the place required by such competent authority, stock exchange and/or quotation system.

Notice of any change in any of the Paying Agents, of the Local Paying Agent or in their Specified Offices shall promptly be given to the Noteholders.

## **14 Meetings of Noteholders; Modification and Waiver**

- (a) *Meetings of Noteholders*: The Fiscal Agency Agreement contains provisions for convening meetings of Noteholders to consider matters relating to the Book-entry Notes, including the

modification of any provision of these Conditions. Any such modification may be made if sanctioned by an Extraordinary Resolution. Such a meeting may be convened by the Issuer and the Guarantor (acting together) and shall be convened by them upon the request in writing of Noteholders holding not less than one-tenth of the aggregate principal amount of the outstanding Book-entry Notes. The quorum at any meeting convened to vote on an Extraordinary Resolution will be two or more persons holding or representing one more than half of the aggregate principal amount of the outstanding Book-entry Notes or, at any adjourned meeting, two or more persons being or representing Noteholders whatever the principal amount of the Book-entry Notes held or represented; *provided, however, that* Reserved Matters may only be sanctioned by an Extraordinary Resolution passed at a meeting of Noteholders at which two or more Persons holding or representing not less than three-quarters or, at any adjourned meeting, one quarter of the aggregate principal amount of the outstanding Book-entry Notes form a quorum. Any Extraordinary Resolution duly passed at any such meeting shall be binding on all the Noteholders and Couponholders, whether present or not.

In addition, a resolution in writing signed by or on behalf of all Noteholders who for the time being are entitled to receive notice of a meeting of Noteholders will take effect as if it were an Extraordinary Resolution. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders.

- (b) *Modification:* The Book-entry Notes, these Conditions, the Deed of Guarantee and the Deed of Covenant may be amended without the consent of the Noteholders or the Couponholders to correct a manifest error. In addition, the parties to the Fiscal Agency Agreement may agree to modify any provision thereof, but the Issuer and the Guarantor shall not agree, without the consent of the Noteholders, to any such modification unless it is of a formal, minor or technical nature, it is made to correct a manifest error or it is, in the opinion of such parties, not materially prejudicial to the interests of the Noteholders.

## 15 Substitution

Each of the Guarantors or any of their Subsidiaries (as defined below) (each a "**Substitute Obligor**") may, without the consent of the Holders of any Book-entry Notes, Receipts or Coupons, assume the obligations of the Issuer (or any previous Substitute Obligor) under and in respect of any Book-entry Notes upon:

- (a) *Deed poll:* the execution of a deed poll (the "**Deed Poll**") by the Substitute Obligor and (if the Substitute Obligor is not either of the Guarantors) the Guarantors (or by such of the Guarantors as is not the Substitute Obligor) in a form which gives full effect to such assumption and which includes (without limitation):
  - (i) a covenant by the Substitute Obligor in favour of the Holders of the Book-entry Notes to be bound by these Terms and Conditions, the Book-entry Notes, the Receipts, the Coupons, the Deed of Covenant and the Fiscal Agency Agreement, with any consequential amendments, as if it had been named herein and therein as the principal debtor in place of the Issuer, and such other deeds, documents and instruments (if any) in order for the substitution to be fully effective and for the Substitute Guarantor to be bound by all of the Issuer's obligations;
  - (ii) a warranty and representation (A) that the Substituted Obligor has obtained all necessary governmental and regulatory approvals and consents necessary for such substitution and for the performance by the Substituted Obligor of its obligations under the Deed Poll and under any other documents required to give full effect to the substitution, (B) that all such approvals and consents are in full force and effect, and (C) that the obligations assumed by the Substituted Obligor are valid and binding in accordance with their respective terms and enforceable by each Holder of the Book-entry Notes; and
  - (iii) a covenant by the Substitute Obligor and (if the Substitute Obligor is not either of the Guarantors) each of the Guarantors (or by such of the Guarantors as is not the Substitute Obligor) to indemnify and hold harmless each Holder against all taxes or duties which arise by reason of a law or regulation having legal effect or being in reasonable contemplation thereof on the date such substitution becomes effective, which may be incurred or levied against such Holder as a result of any substitution pursuant to this

Condition 16 (*Substitution*) and which would not have been so incurred or levied had such substitution not been made (and, without limiting the generality of the foregoing, any and all taxes or duties which are imposed on any such Holder by any political sub-division or taxing authority of any country in which such Holder resides or is subject to any such tax or duty and which would not have been so imposed had such substitution not been made); and

- (iv) an acknowledgment of the right of all Holders of the Book-entry Notes to the production of the Deed Poll.
- (b) *Deed of Guarantee*: if the Substitute Obligor is not either of the Guarantors, the execution of a deed of guarantee (the "**Substitute Guarantee**" hereinafter for the purpose of this Condition 16 (*Substitution*) only) by each of the Guarantors (or by such of the Guarantors as is not the Substitute Obligor) on substantially the same terms as the Deed of Guarantee pursuant to which it undertakes to guarantee the performance of the obligations of the Substitute Obligor under the Deed Poll, the Terms and Conditions of the Book-entry Notes and any other documents required to give full effect to the substitution.
- (c) *Legal opinion*: the delivery by the Issuer to the Fiscal Agent of an opinion of independent legal advisers of recognised standing to the effect that:
  - (i) the Deed Poll constitutes legal, valid, binding and enforceable obligations of the Substitute Obligor and, if the Substitute Obligor is not either of the Guarantors, the Guarantors (or by such of the Guarantors as is not the Substitute Obligor);
  - (ii) the Book-entry Notes constitute legal, valid, binding and enforceable obligations of the Substitute Obligor; and
  - (iii) if the Substitute Obligor is not either of the Guarantors, the Substitute Guarantee constitutes legal, valid, binding and enforceable obligations of the Guarantors in respect of all sums from time to time payable by the Substitute Obligor in respect of the Book-entry Notes.
- (d) *Taxation*: where the Substitute Obligor is subject to a different taxing jurisdiction (the "**Substituted Territory**") than that to which the Issuer is subject generally (the "**Issuer's Territory**"), the Substituted Obligor will give an undertaking in terms corresponding to Condition 10 (*Taxation*) with the substitution for the reference in that Condition to the Issuer's Territory of references to the Substituted Territory;
- (e) *Ratings*: an undertaking to the Holders to provide a written confirmation by two internationally recognised rating agencies that the substitution of the Substituted Obligor will not result in a downgrading of the then current credit rating of such rating agencies applicable to the class of debt represented by the Book-entry Notes;
- (f) *Release of Issuer*: Not later than fourteen days after the execution of any such documents as aforesaid in paragraph (a), the Substituted Obligor shall cause notice thereof to be given to the Noteholders; and
- (g) *Completion of substitution*: Upon the execution of such documents and compliance with the requirements stated in this Condition 16 (*Substitution*), the Substituted Obligor will be deemed to be named in these Terms and Conditions, the Book-entry Notes, Receipts and Coupons as if it had been named herein and therein as the principal debtor in place of the Issuer (or of any previous substitute under this Condition 16 (*Substitution*)) and the Book-entry Notes, the Receipts and the Coupons will be deemed to be amended in such manner as necessary to give effect to the substitution and any references in the Book-entry Notes, Receipts and Coupons to the Issuer will be references to the Substituted Obligor.

## 16 Further Issues

The Issuer may from time to time, without the consent of the Noteholders or the Couponholders, create and issue further Book-entry Notes having the same terms and conditions as the Book-entry Notes in all

respects (or in all respects except for the first payment of interest) so as to form a single series with the Book-entry Notes.

## 17 Notices

Notices to the Noteholders will be published in the official bulletin of AIAF (*Boletín Diario de AIAF Mercado de Renta Fija*) and, where applicable, through the filing by the Issuer of an inside information or other relevant information notice (*comunicación de información privilegiada u otra información relevante*) with the CNMV. If the Book-entry Notes are also listed in other European regulated market, notices to Noteholders will be published in accordance with the requirements of such regulated market. Any such notice will be deemed to have been given on the date of the first publication. In addition, all notices to Noteholders shall also be made through Iberclear to their respective accountholders.

## 18 Currency Indemnity

If any sum due from the Issuer in respect of the Book-entry Notes or the Coupons or any order or judgment given or made in relation thereto has to be converted from the currency (the "**first currency**") in which the same is payable under these Conditions or such order or judgment into another currency (the "**second currency**") for the purpose of (a) making or filing a claim or proof against the Issuer, (b) obtaining an order or judgment in any court or other tribunal or (c) enforcing any order or judgment given or made in relation to the Book-entry Notes, the Issuer shall indemnify each Noteholder, on the written demand of such Noteholder addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Fiscal Agent, against any loss suffered as a result of any discrepancy between (i) the rate of exchange used for such purpose to convert the sum in question from the first currency into the second currency and (ii) the rate or rates of exchange at which such Noteholder may in the ordinary course of business purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof.

This indemnity constitutes a separate and independent obligation of the Issuer and shall give rise to a separate and independent cause of action.

## 19 Rounding

For the purposes of any calculations referred to in these Conditions (unless otherwise specified in these Conditions or the relevant Final Terms), (a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 per cent.), (b) all United States dollar amounts used in or resulting from such calculations will be rounded to the nearest cent (with one half cent being rounded up), (c) all Japanese Yen amounts used in or resulting from such calculations will be rounded downwards to the next lower whole Japanese Yen amount, and (d) all amounts denominated in any other currency used in or resulting from such calculations will be rounded to the nearest two decimal places in such currency, with 0.005 being rounded upwards.

## 20 Governing Law and Jurisdiction

- (a) *Governing law:* The formalities relating to the issue of the Book-entry Notes, their legal nature (*obligaciones*), the form, denomination, title and transfer of the Notes (Condition 3 (*Form, Denomination and Title*)), the status of the Book-entry Notes and the status of the Guarantee of the Book-entry Notes (Condition 4 (*Status of the Book-entry Notes and Guarantee*)), the capacity of the Issuer and of the Guarantors, the relevant corporate resolutions and all non-contractual obligations arising out of or in connection with any of the above shall be governed by Spanish law. Subject as provided above, the terms and conditions of the Book-entry Notes, the Fiscal Agency Agreement and the Deed of Covenant and all non-contractual obligations arising from or in connection with the Book-entry Notes, the Fiscal Agency Agreement and Deed of Covenant are governed by English law.
- (b) *English courts:* The courts of England have exclusive jurisdiction to settle any dispute arising from or connected with the Book-entry Notes (including a dispute relating to the existence, validity or termination of the Book-entry Notes or any non-contractual obligation arising out of or in connection with the Book-entry Notes) or the consequences of their nullity (a "**Dispute**").

- (c) *Appropriate forum:* The Issuer agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary.
- (d) *Process agent:* The Issuer agrees that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to Law Debenture Corporate Services Limited at 8th Floor, 100 Bishopsgate, London, EC2N 4AG, United Kingdom or, if different, its registered office for the time being or at any address of the Issuer in England and Wales at which process may be served on it. If such person is not or ceases to be effectively appointed to accept service of process on behalf of the Issuer, the Issuer shall, on the written demand of any Noteholder addressed and delivered to the Issuer or to the Specified Office of the Fiscal Agent appoint a further person in England to accept service of process on its behalf and, failing such appointment within 15 days, any Noteholder shall be entitled to appoint such a person by written notice addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Fiscal Agent. Nothing in this paragraph shall affect the right of any Noteholder to serve process in any other manner permitted by law. This Condition applies to Proceedings in England and to Proceedings elsewhere.

## FORM OF FINAL TERMS OF THE BEARER NOTES

*Set out below is the form of Final Terms which will be completed for each Tranche of Bearer Notes, to reflect the particular terms of the relevant Notes and their issue. Text in this section appearing in italics does not form part of the form of the Final Terms but denotes directions for completing the Final Terms.*

**PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("EEA"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**EU MiFID II**"); or (ii) a customer within the meaning of Directive (EU) 2016/97 (the "**EU Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently no key information document required by Regulation (EU) No 1286/2014 (the "**EU PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.

**PROHIBITION OF SALES TO UK RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); or (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the Financial Services and Markets Act 2000 (the "**FSMA**") to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

**[MIFID II product governance / Professional investors and ECPs only target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; or (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [Consider any negative target market.] Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

**[UK MIFIR product governance / Professional investors and ECPs only target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**"), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**UK MiFIR**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [Consider any negative target market]. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

**[Singapore Securities and Futures Act Product Classification** – Solely for the purposes of its obligations pursuant to sections 309B(1)(a) and 309B(1)(c) of the Securities and Futures Act 2001 (the "**SFA**"), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A of the SFA) that the Notes are ["prescribed capital markets products"]/[capital markets products other than "prescribed capital markets products"] (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018).]



**Final Terms dated [•]**

**RED ELÉCTRICA FINANCIACIONES, SOCIEDAD ANÓNIMA UNIPERSONAL**

(LEI: 9598006P00EGK6U2SG18)

Issue of  $[\bullet]$ 

Guaranteed by

**[REDEIA CORPORACIÓN, SOCIEDAD ANÓNIMA]**

*(incorporated with limited liability under the laws of the Kingdom of Spain)*

**[RED ELÉCTRICA DE ESPAÑA, SOCIEDAD ANÓNIMA UNIPERSONAL]**

*(incorporated with limited liability under the laws of the Kingdom of Spain)*

under the

**EUR 5,000,000,000 Euro Medium Term Note Programme**

## PART A – CONTRACTUAL TERMS

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "**Conditions**") set forth in the Base Prospectus dated 17 July 2025 [and supplement(s) to it dated [•]] which [together] constitute[s] a base prospectus (the "**Base Prospectus**") for the purposes of Regulation (EU) 2017/1129 of 14 June 2017, as amended (the "**Prospectus Regulation**"). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8.4 of the Prospectus Regulation. These Final Terms contain the final terms of the Notes and must be read in conjunction with such Base Prospectus.]

*[The following alternative language applies if the first tranche of an issue which is being increased was issued under a base prospectus with an earlier date and the relevant terms and conditions from that base prospectus with an earlier date were incorporated by reference in this Base Prospectus.]*

[Terms used herein shall be deemed to be defined as such for the purposes of the [date] Conditions (the "**Conditions**") set forth in the Base Prospectus dated [3 June 2014]/[2 June 2017]/[4 June 2019]/[4 June 2020]/[13 June 2023] which are incorporated by reference in the Prospectus dated 17 July 2025. These Final Terms contain the final terms of the Notes and must be read in conjunction with the Base Prospectus dated [insert date] [and the Prospectus Supplement dated [date]] which [together] constitute[s] a base prospectus (the "**Base Prospectus**") for the purposes of the Prospectus Regulation, save in respect of the Conditions which are set forth in the base prospectus dated [3 June 2014]/[2 June 2017]/[4 June 2019]/[4 June 2020]/[13 June 2023] and are incorporated by reference in the Base Prospectus. This document constitutes the Final Terms relating to the issue of Notes described herein for the purposes of Article 8.4 of the Prospectus Regulation.]

Full information on the Issuer, the Guarantors and the offer of the Notes described herein is only available on the basis of the combination of these Final Terms and the Base Prospectus [as so supplemented]. The Base Prospectus [and the Prospectus Supplement] [is] [are] available for viewing on the website of the Luxembourg Stock Exchange ([www.luxse.com](http://www.luxse.com)) and [at the Issuer's website at [www.redeia.com](http://www.redeia.com)] and copies may be obtained from Deutsche Bank Luxembourg, S.A. at 2, Boulevard Konrad Adenauer, L-1115 Luxembourg.

1. [(i) Series Number:] [ ]

[(ii) Tranche Number:] [ ]

- [(iii) Date on which the Notes become fungible: [Not Applicable/The Notes shall be consolidated, form a single series and be interchangeable for trading purposes with the [ ] on [[ ]/the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 21 below [which is expected to occur on or about [ ]].]
2. Specified Currency or Currencies: [ ]
3. Aggregate Nominal Amount: [ ]
- [(i) Series: [ ]
- [(ii) Tranche: [ ]]
4. Issue Price: [ ] per cent. of the Aggregate Nominal Amount [plus accrued interest from *[insert date (if applicable)]*]
5. (i) Specified Denominations: [ ]
- (Minimum denominations of EUR 100,000 (or its equivalent if denominated in another currency) required when Notes are admitted to trading on a regulated market within the European Economic Area or offered to the public in a Member State of the Economic Area in circumstances which require the publication of a base prospectus under the Prospectus Regulation)*
- (ii) Calculation Amount: [ ]
6. (i) Issue Date: [ ]
- (ii) Interest Commencement Date: [[ ]/Issue Date]
7. Maturity Date: [ ]
8. Interest Basis: [[ ] per cent. Fixed Rate]
- [[ ] month  
[EURIBOR]/[SONIA]/[SOFR]/[€STR][Specify other]] +/- [ ] per cent. Floating Rate]
9. Redemption/Payment Basis: Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [[ ]/[100]] per cent. of their nominal amount.

*(N.B. Redemption amount cannot be less than 100 per cent.)*

10. Change of Interest Basis: *[Specify the date when any fixed to floating rate change occurs or refer to paragraph 14 below and identify there]/[Not Applicable]*
11. Put/Call Options: Put]  
[Investor  
[Issuer Call]  
  
[Substantial Purchase Event]  
  
[Residual Maturity Call Option]  
[Not Applicable][See paragraph [15/16/17/18]  
below]
12. [Date [Board] approval for issuance of Notes [and Guarantee] [respectively]] obtained: [ ] [and [ ], respectively]/[Not Applicable]  
*[(N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes or related Guarantee)]*

#### PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

13. Fixed Rate Note Provisions [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- i. Rate[(s)] of Interest: [ ] per cent. per annum payable in arrear on each Interest Payment Date
- ii. Interest Payment Date(s): [ ] in each year
- iii. Fixed Coupon Amount[(s)]: [ ] per Calculation Amount
- iv. Broken Amount(s): [ ] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [ ]/[Not Applicable]
- v. Day Count Fraction: [30/360 / Actual/Actual (ICMA/ISDA)]
- vi. [Determination Dates: [ ] in each year *(insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon. N.B. Only relevant where Day Count Fraction is Actual/Actual (ICMA))*]

14. Floating Rate Note Provisions [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- i. Specified Period: [ ]/[Not Applicable]
- (Specified Period and Specified Interest Payment Dates are alternatives. A Specified Period, rather than Specified Interest Payment Dates, will only be relevant if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention. Otherwise, insert "Not Applicable")*
- ii. Specified Interest Payment Dates: [ ]/[Not Applicable]
- (Specified Period and Specified Interest Payment Dates are alternatives. If the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention, insert "Not Applicable")*
- iii. [First Interest Payment Date]: [ ]
- iv. Business Day Convention: [FRN Convention/Floating Rate Convention/Eurodollar Convention Following Business Day Convention/Modified Following Business Day Convention/Modified Business Day Convention Preceding Business Day Convention/No Adjustment]
- v. Additional Business Centre(s): [ ]/[Not Applicable]
- vi. Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Determination]
- vii. Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s): [[ ] shall be the Calculation Agent]
- [For an issue of Floating Rate Notes, the Calculation Agent cannot be Deutsche Bank AG, London Branch as Fiscal Agent]*
- viii. Screen Rate Determination: [Applicable/Not Applicable]

*(If not applicable, delete the remaining subparagraphs of this paragraph)*

- Reference Banks: [•]
- Reference Rate: [EURIBOR/SONIA/SOFR/€STR/SONIA Compounded Index/SOFR Compounded Index]
- Observation Method: [Lag / Observation Shift]
- Lag Period: [5 / [ ] TARGET Settlement Days/U.S. Government Securities Business Days London Banking Days /Not Applicable]  
  
*(NB: A minimum of 5 should be specified for the Lag Period, unless otherwise agreed with the Calculation Agent)*
- Observation Shift Period: [5 / [ ] TARGET Settlement Days/U.S. Government Securities Business Days London Banking Days /Not Applicable]  
  
*(NB: A minimum of 5 should be specified for the Observation Shift Period, unless otherwise agreed with the Calculation Agent)*
- D: [360/365/[ ] / [Not Applicable]
- Index Determination [Applicable/Not Applicable]
- SONIA Compounded Index [Applicable/Not Applicable]
- SOFR Compounded Index [Applicable/Not Applicable]
- Relevant Decimal Place [•] [5/7] (unless otherwise specified in the Final Terms, be the fifth decimal place in the case of the SONIA Compounded Index and the seventh decimal place in the case of the SOFR Compounded Index)
- Relevant Number of Index Days [•] [5] (unless otherwise specified in the Final Terms, the Relevant Number shall be 5)
- Interest Determination Date(s): [The first Business Day in the relevant Interest Period]/ select where Interest Determination Date has the meaning specified in Condition 7(e), 7(f) or 7(g) [•] [London Banking Days/U.S. Government Securities Business Days/TARGET Settlement Days] prior to each Interest Payment Date.]
- Relevant Screen Page: [•]
- Relevant Time: [•]

- Relevant Financial Centre: [•]
- ix. ISDA Determination: [Applicable/Not Applicable]
- (If not applicable delete the remaining sub-paragraphs of this paragraph)*
- ISDA Definitions: [2006 ISDA Definitions / 2021 ISDA Definitions]
  - Floating Rate Option: [•]
  - Designated Maturity: [•]
  - Reset Date: [•]/[as specified in the ISDA Definitions]/[the first day of the relevant Interest Period, subject to adjustment in accordance with the Business Day Convention set out in [(iv)] above and as specified in the ISDA Definitions].
  - Compounding: [Applicable/Not Applicable]
- (If not applicable delete the remaining sub-paragraphs of this paragraph)*
- Compounding Method: [Compounding with Lookback  
Lookback: [•] Applicable Business Days  
[Compounding with Observation Period Shift  
Observation Period Shift: [•] Observation Period Shift Business Days  
Observation Period Shift Additional Business Days: [•] / [Not Applicable]]  
[Compounding with Lockout  
Lockout: [•] Lockout Period Business Days  
Lockout Period Business Days: [•]/[Applicable Business Days]]]
  - Averaging: [Applicable/Not Applicable]
- (If not applicable delete the remaining sub-paragraphs of this paragraph)*
- [Averaging Method: [Averaging with Lookback  
Lookback: [•] Applicable Business Days  
[Averaging with Observation Period Shift  
Observation Period Shift: [•] Observation Period Shift Business days]

- Observation Period Shift Additional Business Days:  
[•]/[Not Applicable]
- [Averaging with Lockout]
- Lookout: [•] Lockout Period Business Days
- Lockout Period Business Days: [•]/[Applicable Business Days]
- Index Provisions: [Applicable/Not Applicable]  
*(If not applicable delete the remaining sub-paragraphs of this paragraph)*
  - Index Method: Compounded Index Method with Observation Period Shift  
  
Observation Period Shift: [•] Observation Period Shift Business days  
  
Observation Period Shift Additional Business Days:  
[•] / [Not Applicable]
- x. Linear Interpolation: [Not Applicable / Applicable] – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation *(specify for each short or long interest period)*
- xi. Margin(s): [+/-][ ] per cent. per annum
- xii. Minimum Rate of Interest: [[ ] per cent. per annum]/[Not Applicable]
- xiii. Maximum Rate of Interest: [[ ] per cent. per annum]/[Not Applicable]
- xiv. Day Count Fraction: [Actual/Actual (ICMA)]  
[Actual/Actual (ISDA)]  
[Actual 365 (Fixed)]  
[Actual/360]  
[30/360]  
  
[30E/360]  
[Eurobond Basis]  
[30E/360 (ISDA)]

## PROVISIONS RELATING TO REDEMPTION

15. Call Option [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- i. Optional Redemption Date(s): [ ]

- ii. Optional Redemption Amount(s) (Call) of each Note: [ ] per Calculation Amount of each Note/ [Make-Whole Amount]
- iii. Make-Whole Amount: [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)
- (a) Reference Note: [[ ]/Not Applicable]
- (b) Redemption Margin: [ ]
- (c) Financial Adviser: [ ]
- (d) Quotation Time: [ ]
- (e) Discount Rate: [[ ]/Not Applicable]
- (f) Make-whole Exemption Period: [Not Applicable]/[From (and including) [ ] to (but excluding) [ ]/the Maturity Date]
- iv. If redeemable in part:
- (a) Minimum Redemption Amount: [[ ] per Calculation Amount]/[Not Applicable]
- (b) Maximum Redemption Amount: [[ ] per Calculation Amount]/[Not Applicable]
- v. Notice period: [ ] days/[Not Applicable]
- 16. Put Option** [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)
- i. Optional Redemption Date(s): [ ]
- ii. Optional Redemption Amount(s) of each Note: [ ] per Calculation Amount



- iii. Notice period: [ ] days/[Not Applicable]
17. Substantial Purchase Event [Applicable/Not Applicable]
18. Residual Maturity Call Option [Applicable/Not Applicable]
19. Final Redemption Amount of each Note [ ] / [Par] per Calculation Amount
20. Early Redemption Amount [[ ] / [Par] per Calculation Amount / Not Applicable]
- Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons or on event of default or other early redemption:

#### GENERAL PROVISIONS APPLICABLE TO THE NOTES

21. Form of Notes: [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note]
- [Temporary Global Note exchangeable for Definitive Notes]
- [Permanent Global Note exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note]
22. New Global Note: [Yes] [No]
23. Additional Financial Centre(s): [Not Applicable]/[ ]
- (Note that this paragraph relates to the date of payment, and not the end dates of interest periods for the purposes of calculating the amount of interest, to which sub paragraph 15(v) relates)*
24. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): [Yes/No. As the Notes have more than 27 coupon payments, talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made.]
25. [Temporary Commissioner:] [Insert name of temporary commissioner in case of fungible issuances, if applicable, otherwise delete]

### THIRD PARTY INFORMATION

[(*Relevant third party information*) has been extracted from (*specify source*). [Each of the] [The] Issuer [and the Guarantor(s)] confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by (*specify source*), no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of Red Eléctrica Financiaciones, Sociedad Anónima Unipersonal:

By: .....

Duly authorised

Signed on behalf of the Redeia Corporación, Sociedad Anónima:

By: .....

Duly authorised

Signed on behalf of the Red Eléctrica de España, Sociedad Anónima Unipersonal:

By: .....

Duly authorised

## PART B – OTHER INFORMATION

### 1. LISTING AND ADMISSION TO TRADING

- (i) Listing: [Application has been made by the Issuer (or on its behalf) for the Notes to be listed on [the official list of the Luxembourg Stock Exchange with effect from [ ]]/[other].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be listed on [the official list of the Luxembourg Stock Exchange]/[other] with effect from [ ].]
- (ii) Admission to Trading: [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [the regulated market of the Luxembourg Stock Exchange]/[other] with effect from [ ].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [the regulated market of the Luxembourg Stock Exchange]/[other] with effect from [ ].]
- (iii) Estimate of total expenses related to admission to trading: [ ]

### 2. RATINGS

Ratings: [The Notes to be issued [have not been/are not expected to be rated]]/ [The Notes to be issued [have been/are expected to be rated]]/[The following ratings reflect ratings assigned to Notes of this type issued under the Programme generally]]:

[S & P: [ ]]

[Moody's: [ ]]

[Fitch: [ ]]

[[Other]: [ ]]

[The meaning of such ratings is [insert description]]

[Insert legal name of particular credit rating agency entity providing rating] is established in the EEA and registered under Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**"). [[Insert legal name of particular credit rating agency entity providing rating] appears on the latest update of the list of registered credit rating agencies (as of [insert date of most recent list]) on the ESMA website <http://www.esma.europa.eu>]. [The rating [Insert legal name of particular credit rating agency entity providing rating] has given to the Notes is endorsed

by [insert legal name of credit rating agency], which is established in the UK and registered under Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**").] /[[ Insert legal name of particular credit rating agency entity providing rating] has been certified under Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**").] / [[Insert legal name of particular credit rating agency entity providing rating] has not been certified under Regulation (EU) No 1060/2009, as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**") and the rating it has given to the Notes is not endorsed by a credit rating agency established in the UK and registered under the UK CRA Regulation.]

[Insert legal name of particular credit rating agency entity providing rating] is established in the EEA and has applied for registration under Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**"), although notification of the corresponding registration decision has not yet been provided by the [relevant competent authority] / [European Securities and Markets Authority]. [[Insert legal name of particular credit rating agency entity providing rating] appears on the latest update of the list of registered credit rating agencies (as of [insert date of most recent list]) on the ESMA website <http://www.esma.europa.eu>]. [The rating [Insert legal name of particular credit rating agency entity providing rating] has given to the Notes is endorsed by [insert legal name of credit rating agency], which is established in the UK and registered under Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**").] /[[ Insert legal name of particular credit rating agency entity providing rating] has been certified under Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**").] / [[Insert legal name of particular credit rating agency entity providing rating] has not been certified under Regulation (EU) No 1060/2009, as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**") and the rating it has given to the Notes is not endorsed by a credit rating agency established in the UK and registered under the UK CRA Regulation.]

[Insert legal name of particular credit rating agency entity providing rating] is established in the EEA and

is neither registered nor has it applied for registration under Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**"). [[Insert legal name of particular credit rating agency entity providing rating] appears on the latest update of the list of registered credit rating agencies (as of [insert date of most recent list]) on the ESMA website <http://www.esma.europa.eu>]. [The rating [Insert legal name of particular credit rating agency entity providing rating] has given to the Notes is endorsed by [insert legal name of credit rating agency], which is established in the UK and registered under Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**").] /[[ Insert legal name of particular credit rating agency entity providing rating] has been certified under Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**").] / [[Insert legal name of particular credit rating agency entity providing rating] has not been certified under Regulation (EU) No 1060/2009, as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**") and the rating it has given to the Notes is not endorsed by a credit rating agency established in the UK and registered under the UK CRA Regulation.]

[Insert legal name of particular credit rating agency entity providing rating] is established in the UK and registered under Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**"). [[Insert legal name of particular credit rating agency entity providing rating] appears on the latest update of the list of registered credit rating agencies (as of [insert date of most recent list]) on [FCA]. [The rating [Insert legal name of particular credit rating agency entity providing rating] has given to the Notes to be issued under the Programme is endorsed by [insert legal name of credit rating agency], which is established in the EEA and registered under Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**").] [[ Insert legal name of particular credit rating agency entity providing rating] has been certified under Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**").] [[Insert legal name of particular credit rating agency entity providing rating] has not been certified under Regulation (EU) No 1060/2009, as amended (the "**UK CRA Regulation**") and the rating it has given to the Notes is not endorsed by a credit rating agency established in the EEA and registered under the CRA Regulation.]

[Insert legal name of particular credit rating agency entity providing rating] is not established in the EEA or the UK but the rating it has given to the Notes to be issued under the Programme is endorsed by [[insert legal name of credit rating agency], which is established in the EEA and registered under Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**")][and][[insert legal name of credit rating agency], which is established in the UK and registered under Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**")].

[Insert legal name of particular credit rating agency entity providing rating] is not established in the EEA or the UK but is certified under [Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**")][and][ Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**")].

[Insert legal name of particular credit rating agency entity providing rating] is not established in the EEA or the UK and is not certified under Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**") or Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**") and the rating it has given to the Notes is not endorsed by a credit rating agency established in either the EEA and registered under the CRA Regulation or in the UK and registered under the UK CRA Regulation.

### 3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER

*(Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the statement below.)*

[Save for any fees payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer. The [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer [and the Guarantor(s)] and [its/their] affiliates in the ordinary course of business. *(Amend as appropriate if there are other interests)*]

*[(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 23 of the Prospectus Regulation.)]*

**4. Fixed Rate Notes only – YIELD**

Indication of yield: [ ]

**5. Floating Rate Notes only - HISTORIC INTEREST RATES**

Details of historic [EURIBOR/SONIA/SOFR/€STR] rates can be obtained from  
[[Reuters]]/[Not Applicable]]

**6. OPERATIONAL INFORMATION**

ISIN: [ ]

Common Code: [ ]

Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking, S.A. and the relevant identification number(s): [Not Applicable/give name(s), address(es) and number(s)]

Delivery: Delivery [against/free of] payment

Names and addresses of initial Paying Agent(s): [ ]

Names and addresses of additional Paying Agent(s) (if any): [ ]

Intended to be held in a manner which would allow Eurosystem eligibility: [Yes][No][Not Applicable]

[Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]  
[Whilst the designation is specified as "No" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being

satisfied that Eurosystem eligibility criteria have been met.]]

## 7. DISTRIBUTION

- (i) Method of distribution: [Syndicated/Non-syndicated]
- (ii) If syndicated:
- (A) Names of Managers: [Not Applicable/give names]
- (B) Stabilisation Manager(s) if any: [Not Applicable/give names]
- (iii) If non-syndicated, name of Dealer: [Not Applicable/give names]
- (iv) US Selling Restrictions [Reg. S Compliance Category [1/2]; TEFRA C/TEFRA D / TEFRA not applicable]

## 8. USE AND ESTIMATED NET AMOUNT OF THE PROCEEDS

- Use of proceeds: [ ] [See ["Use of Proceeds"] in the Base Prospectus/Green Notes/European Green Bonds/Give details] *[If reasons differ from what is disclosed in the Base Prospectus [including for Green Notes], [for European Green Bonds (i) consider what level of detail of use of proceeds is required and (ii) refer to section below]]*
- Green Notes: [Yes / No]
- European Green Bonds: [Yes / No] *(if Yes complete the sections below)*
- Date of European Green Bond Factsheet: [•] (this is available on the Issuer's website: *[add website link]* but is not incorporated in nor forms part of the Final Terms or the Base Prospectus).
- Estimated net proceeds: [ ]



## 9. EU BENCHMARKS REGULATION

Relevant Benchmark[s]:

[[EURIBOR/SONIA/SOFR/€STR] is provided by  
[*administrator legal name*]][*repeat as necessary*].  
As at the date hereof, [[*administrator legal  
name*]][appears]/[does not appear]][*repeat as  
necessary*] in the register of administrators and  
benchmarks established and maintained by ESMA  
pursuant to Article 36 (*Register of administrators  
and benchmarks*) of the EU Benchmarks  
Regulation]/[As far as the Issuer is aware, as at the  
date hereof, [*specify benchmark*] does not fall  
within the scope of the EU Benchmarks  
Regulation]/ [Not Applicable]

## FORM OF FINAL TERMS OF THE BOOK-ENTRY NOTES

*Set out below is the form of Final Terms which will be completed for each Tranche of Book-entry Notes, to reflect the particular terms of the relevant Notes and their issue. Text in this section appearing in italics does not form part of the form of the Final Terms but denotes directions for completing the Final Terms.*

**PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("EEA"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**EU MiFID II**"); or (ii) a customer within the meaning of Directive (EU) 2016/97 (the "**EU Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently no key information document required by Regulation (EU) No 1286/2014 (the "**EU PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.

**PROHIBITION OF SALES TO UK RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("UK"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); or (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the Financial Services and Markets Act 2000 (the "**FSMA**") to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

**[MIFID II product governance / Professional investors and ECPs only target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; or (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [Consider any negative target market.] Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

**[UK MIFIR product governance / Professional investors and ECPs only target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**"), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**UK MiFIR**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [Consider any negative target market]. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

**[Singapore Securities and Futures Act Product Classification** – Solely for the purposes of its obligations pursuant to sections 309B(1)(a) and 309B(1)(c) of the Securities and Futures Act 2001 (the "**SFA**"), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A of the SFA) that the Notes are ["prescribed capital markets products"]/[capital markets products other than "prescribed capital markets products"] (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018).]

**Final Terms dated [•]**

**RED ELÉCTRICA FINANCIACIONES, SOCIEDAD ANÓNIMA UNIPERSONAL**

(LEI: 9598006P00EGK6U2SG18)

Issue of  $[\bullet]$ 

Guaranteed by

**[REDEIA CORPORACIÓN, SOCIEDAD ANÓNIMA]**

*(incorporated with limited liability under the laws of the Kingdom of Spain)*

**[RED ELÉCTRICA DE ESPAÑA, SOCIEDAD ANÓNIMA UNIPERSONAL]**

*(incorporated with limited liability under the laws of the Kingdom of Spain)*

under the

## EUR 5,000,000,000 Euro Medium Term Note Programme

## PART A – CONTRACTUAL TERMS

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions of the Book-entry Notes (the "**Conditions**") set forth in the Base Prospectus dated 17 July 2025 [and supplement(s) to it dated [•]] which [together] constitute[s] a base prospectus (the "**Base Prospectus**") for the purposes of Regulation (EU) 2017/1129 of 14 June 2017, as amended (the "**Prospectus Regulation**"). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8.4 of the Prospectus Regulation. These Final Terms contain the final terms of the Notes and must be read in conjunction with such Base Prospectus.]

Full information on the Issuer, the Guarantors and the offer of the Notes described herein is only available on the basis of the combination of these Final Terms and the Base Prospectus [as so supplemented]. The Base Prospectus [and the Prospectus Supplement] [is] [are] available for viewing on the website of the Luxembourg Stock Exchange ([www.luxse.com](http://www.luxse.com)) and [at the Issuer's website at [www.redeia.com](http://www.redeia.com)] and copies may be obtained from Deutsche Bank Luxembourg, S.A. at 2, Boulevard Konrad Adenauer, L-1115 Luxembourg.

- |    |  |
|----|--|
| 1. | <div style="display: flex; justify-content: space-between;"> <div style="flex: 1;"> <div style="display: flex; justify-content: space-between; margin-bottom: 10px;"> <span>[(i)</span> <span>Series Number:]</span> </div> <div style="display: flex; justify-content: space-between;"> <span>[(ii)</span> <span>Tranche Number:]</span> </div> <div style="display: flex; justify-content: space-between;"> <span>[(iii)</span> <span>Date on which the Notes become fungible:</span> </div> </div> <div style="flex: 1; text-align: right;"> <div style="display: flex; justify-content: space-between; margin-bottom: 10px;"> <span>[ ]</span> </div> <div style="display: flex; justify-content: space-between;"> <span>[ ]</span> </div> <div style="display: flex; justify-content: space-between;"> <span>[Not Applicable]/[The Notes shall be consolidated, form a single series and be interchangeable for trading purposes with the [ ] on [ ]/the Issue Date].</span> </div> </div> </div> |
| 2. | <div style="display: flex; justify-content: space-between;"> <div style="flex: 1;">Specified Currency or Currencies:</div> <div style="flex: 1; text-align: right;">[ ]</div> </div>   |
| 3. | <div style="display: flex; justify-content: space-between;"> <div style="flex: 1;">Aggregate Nominal Amount:</div> <div style="flex: 1; text-align: right;">[ ]</div> </div> <div style="margin-top: 10px;"> <div style="display: flex; justify-content: space-between; margin-bottom: 10px;"> <span>[(i)]</span> <span>Series:</span> </div> <div style="display: flex; justify-content: space-between;"> <span>[(ii)</span> <span>Tranche:</span> </div> </div>  |

- [(iii) Number of Notes: [ ]]
4. Issue Price: [ ] per cent. of the Aggregate Nominal Amount [plus accrued interest from *[insert date (if applicable)]*]
5. (i) Specified Denominations: [ ]
- (Minimum denominations of EUR 100,000 (or its equivalent if denominated in another currency) required when Notes are admitted to trading on a regulated market within the European Economic Area or offered to the public in a Member State of the Economic Area in circumstances which require the publication of a base prospectus under the Prospectus Regulation)*
- (ii) Calculation Amount: [ ]
6. (i) Issue Date: [ ]
- (ii) Interest Commencement Date: [[ ]/Issue Date]
7. Maturity Date: [ ]
8. Interest Basis: [[ ] per cent. Fixed Rate]
- [[ ] month [EURIBOR]/[SONIA]/[SOFR]/[€STR]  
[Specify other]] +/- [ ] per cent. Floating Rate]
9. Redemption/Payment Basis: Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [[ ]/[100]] per cent. of their nominal amount.
- (N.B. Redemption amount cannot be less than 100 per cent.)*
10. Change of Interest Basis: [Specify the date when any fixed to floating rate change occurs or refer to paragraph 14 below and identify there]/[Not Applicable]
11. Put/Call Options: [Investor Put]  
[Issuer Call]
- [Substantial Purchase Event]
- [Residual Maturity Call Option]  
[Not Applicable][See paragraph [15/16/17/18] below]

12. [Date [Board] approval for issuance of [ ] [and [ ], respectively]/[Not Applicable]  
Notes [and Guarantee] [respectively]]  
obtained: *[(N.B. Only relevant where Board (or similar)  
authorisation is required for the particular tranche  
of Notes or related Guarantee)]*

## PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

13. Fixed Rate Note Provisions [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-  
paragraphs of this paragraph)*

- i. Rate[(s)] of Interest: [ ] per cent. per annum payable in arrear on each Interest Payment Date
- ii. Interest Payment Date(s): [ ] in each year
- iii. Fixed Coupon Amount[(s)]: [ ] per Calculation Amount
- iv. Broken Amount(s): [ ] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [ ]/[Not Applicable]
- v. Day Count Fraction: [30/360 / Actual/Actual (ICMA/ISDA)]
- vi. [Determination Dates: [ ] in each year *(insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon. N.B. Only relevant where Day Count Fraction is Actual/Actual (ICMA))*

14. Floating Rate Note Provisions [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-  
paragraphs of this paragraph)*

- i. Specified Period: [ ]/[Not Applicable]  
*(Specified Period and Specified Interest Payment Dates are alternatives. A Specified Period, rather than Specified Interest Payment Dates, will only be relevant if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention. Otherwise, insert "Not Applicable")*
- ii. Specified Interest Payment Dates: [ ]/[Not Applicable]  
*(Specified Period and Specified Interest Payment Dates are alternatives. If the Business Day*

*Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention, insert "Not Applicable")*

- iii. [First Interest Payment Date]: [ ]
- iv. Business Day Convention: [FRN Convention/Floating Rate Convention/Eurodollar Convention Following Business Day Convention/Modified Following Business Day Convention/Modified Business Day Convention Preceding Business Day Convention/No Adjustment]
- v. Additional Business Centre(s): [ ]/[Not Applicable]
- vi. Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Determination]
- vii. Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s): [[ ] shall be the Calculation Agent]  
[For an issue of Floating Rate Notes, the Calculation Agent cannot be Deutsche Bank AG, London Branch as Fiscal Agent]
- viii. Screen Rate Determination: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- Reference Banks: [•]
  - Reference Rate: [EURIBOR/SONIA/SOFR/€STR/SONIA Compounded Index/SOFR Compounded Index]
  - Observation Method: [Lag / Observation Shift]
  - Lag Period: [5 / [ ] TARGET Settlement Days/U.S. Government Securities Business Days London Banking Days /Not Applicable]  
*(NB: A minimum of 5 should be specified for the Lag Period, unless otherwise agreed with the Calculation Agent)*
  - Observation Shift Period: [5 / [ ] TARGET Settlement Days/U.S. Government Securities Business Days London Banking Days /Not Applicable]

*(NB: A minimum of 5 should be specified for the Observation Shift Period, unless otherwise agreed with the Calculation Agent)*

- D: [360/365/[ ]] / [Not Applicable]
  - Index Determination [Applicable/Not Applicable]
  - SONIA Compounded Index [Applicable/Not Applicable]
  - SOFR Compounded Index [Applicable/Not Applicable]
  - Relevant Decimal Place [•] [5/7] (unless otherwise specified in the Final Terms, be the fifth decimal place in the case of the SONIA Compounded Index and the seventh decimal place in the case of the SOFR Compounded Index)
  - Relevant Number of Index Days [•] [5] (unless otherwise specified in the Final Terms, the Relevant Number shall be 5)
  - Interest Determination Date(s): [The first Business Day in the relevant Interest Period]/ select where Interest Determination Date has the meaning specified in Condition 7(e), 7(f) or 7(g) [•] [London Banking Days/U.S. Government Securities Business Days/TARGET Settlement Days] prior to each Interest Payment Date.]
  - Relevant Screen Page: [•]
  - Relevant Time: [•]
  - Relevant Financial Centre: [•]
- ix. ISDA Determination: [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- ISDA Definitions: [2006 ISDA Definitions / 2021 ISDA Definitions]
  - Floating Rate Option: [•]
  - Designated Maturity: [•]
  - Reset Date: [•]/[as specified in the ISDA Definitions]/[the first day of the relevant Interest Period, subject to adjustment in accordance with the Business Day Convention set out in [(iv)] above and as specified in the ISDA Definitions].

- Compounding: [Applicable/Not Applicable]  
*(If not applicable delete the remaining sub paragraphs of this paragraph)*
- Compounding Method [Compounding with Lookback  
Lookback: [•] Applicable Business Days  
[Compounding with Observation Period  
Observation Period Shift: [•] Observation Period Shift Business Days  
Observation Period Shift Additional Business Days: [•] / [Not Applicable]]  
[Compounding with Lockout  
Lockout: [•] Lockout Period Business Days  
Lockout Period Business Days: [•]/[Applicable Business Days]]
- Averaging: [Applicable/Not Applicable]  
*(If not applicable delete the remaining sub paragraphs of this paragraph)*
- [Averaging Method [Averaging with Lookback  
Lookback: [•] Applicable Business Days  
[Averaging with Observation Period Shift  
Observation Period Shift: [•] Observation Period Shift Business days  
Observation Period Shift Additional Business Days: [•]/[Not Applicable]]  
[Averaging with Lockout  
Lockout: [•] Lockout Period Business Days  
Lockout Period Business Days: [•]/[Applicable Business Days]]
- Index Provisions: [Applicable/Not Applicable]  
*(If not applicable delete the remaining sub paragraphs of this paragraph)*
- Index Method: Compounded Index Method with Observation Period Shift  
Observation Period Shift: [•] Observation Period Shift Business days  
Observation Period Shift Additional Business Days: [•] / [Not Applicable]
- x. Linear Interpolation: [Not Applicable / Applicable] – the Rate of Interest for the [long/short] [first/last] Interest Period shall be



|       |                           |  |   |
|-------|---------------------------|--|---|
| xi.   | Margin(s):                | [+/-][ ] per cent. per annum   |   |
| xii.  | Minimum Rate of Interest: | [[ ] per cent. per annum]/[Not Applicable]   |   |
| xiii. | Maximum Rate of Interest: | [[ ] per cent. per annum]/[Not Applicable]   |   |
| xiv.  | Day Count Fraction:       | [Actual/Actual<br>[Actual/Actual<br>[Actual                      365<br>[Actual/360]<br>[30/360]<br><br>[30E/360]<br>[Eurobond<br>[30E/360 (ISDA)] | (ICMA)<br>(ISDA)<br>(Fixed)<br><br><br><br>Basis] |

## PROVISIONS RELATING TO REDEMPTION

**15. Call Option** [Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

i. Optional Redemption [ ]  
Date(s):

ii. Optional Redemption [ ] per Calculation Amount of each Note/ [Make-Amount(s) (Call) of each Whole Amount]

Note:

iii. Make-Whole Amount: [Applicable/Not Applicable]

*(If not applicable, delete the remaining subparagraphs of this paragraph)*

(a) Reference Note: ☐ /Not Applicable

(b) Redemption Margin: [ ]

(c) Financial Adviser: [ ]

(d) Quotation Time: [ ]

(e) Discount Rate: ☐ /Not Applicable

(f) Make-whole Exemption [Not Applicable]/[From (and including) [ ] to (but excluding) [ ]/the Maturity Date]  
Period:

iv. If redeemable in part:

(a) Minimum Redemption Amount: [[ ] per Calculation Amount]/[Not Applicable]

(b) Maximum Redemption Amount: [[ ] per Calculation Amount]/[Not Applicable]

v. Notice period: [ ] days/[Not Applicable]

**16. Put Option** [Applicable/Not Applicable]

*(If not applicable, delete the remaining subparagraphs of this paragraph)*

i. Optional Redemption Date(s): [ ]

ii. Optional Redemption Amount(s) of each Note: [ ] per Calculation Amount

iii. Notice period: [ ] days/[Not Applicable]

**17. Substantial Purchase Event** [Applicable/Not Applicable]

**18. Residual Maturity Call Option** [Applicable/Not Applicable]

**19. Final Redemption Amount of each Note** [ ] / [Par] per Calculation Amount

**20. Early Redemption Amount** [[ ] / [Par] per Calculation Amount / Not Applicable]

Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons or on event of default or other early redemption:

## GENERAL PROVISIONS APPLICABLE TO THE NOTES

**21. Form of Notes:** Book-entry notes (*anotaciones en cuenta*)

**22.** Additional Financial Centre(s):

[Not Applicable]/[ ]

*(Note that this paragraph relates to the date of payment, and not the end dates of interest periods for the purposes of calculating the amount of interest, to which sub paragraph 15(v) relates)*

**23.** [Temporary Commissioner:]

*[Insert name of temporary commissioner in case of fungible issuances, if applicable, otherwise delete]*

### THIRD PARTY INFORMATION

[(*Relevant third party information*) has been extracted from (*specify source*). [Each of the] [The] Issuer [and the Guarantor(s)] confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by (*specify source*), no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of Red Eléctrica Financiaciones, Sociedad Anónima Unipersonal:

By: .....

Duly authorised

Signed on behalf of the Redeia Corporación, Sociedad Anónima:

By: .....

Duly authorised

Signed on behalf of the Red Eléctrica de España, Sociedad Anónima Unipersonal:

By: .....

Duly authorised

## PART B – OTHER INFORMATION

### 1. LISTING AND ADMISSION TO TRADING

- (i) Listing and Trading: [Application has been made by the Issuer (or on its behalf) for the Notes to be listed on [the official list of the Luxembourg Stock Exchange with effect from [ ]]/[AIAF]/[other].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be listed on [the official list of the Luxembourg Stock Exchange]/[AIAF]/[other] with effect from [ ].]
- [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [the regulated market of the Luxembourg Stock Exchange with effect from [ ]]/[AIAF].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [the regulated market of the Luxembourg Stock Exchange]/[AIAF]/[other] with effect from [ ].]
- (ii) Estimate of total expenses related to admission to trading: [ ]

### 2. RATINGS

- Ratings: [The Notes to be issued [have not been/are not expected to be rated]]/ [The Notes to be issued [have been/are expected to be rated]]/[The following ratings reflect ratings assigned to Notes of this type issued under the Programme generally]]:

[S & P: [ ]]

[Moody's: [ ]]

[Fitch: [ ]]

[[Other]: [ ]]

[The meaning of such ratings is *[insert description]*]

*[Insert legal name of particular credit rating agency entity providing rating]* is established in the EEA and registered under Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**"). *[[Insert legal name of particular credit rating agency entity providing rating]* appears on the latest update of the list of registered credit rating agencies (as of *[insert date of most recent list]*) on the ESMA website <http://www.esma.europa.eu>. [The rating *[Insert legal name of particular credit rating agency entity providing rating]* has given to the Notes is endorsed by *[insert legal name of credit rating agency]*, which

is established in the UK and registered under Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**").] /[[ *Insert legal name of particular credit rating agency entity providing rating*] has been certified under Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**").] /[[*Insert legal name of particular credit rating agency entity providing rating*] has not been certified under Regulation (EU) No 1060/2009, as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**") and the rating it has given to the Notes is not endorsed by a credit rating agency established in the UK and registered under the UK CRA Regulation.]

[*Insert legal name of particular credit rating agency entity providing rating*] is established in the EEA and has applied for registration under Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**"), although notification of the corresponding registration decision has not yet been provided by the [relevant competent authority] /[European Securities and Markets Authority]. [[*Insert legal name of particular credit rating agency entity providing rating*] appears on the latest update of the list of registered credit rating agencies (as of [insert date of most recent list]) on the ESMA website <http://www.esma.europa.eu>]. [The rating [*Insert legal name of particular credit rating agency entity providing rating*] has given to the Notes is endorsed by [*insert legal name of credit rating agency*], which is established in the UK and registered under Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**").] /[[ *Insert legal name of particular credit rating agency entity providing rating*] has been certified under Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**") and the rating it has given to the Notes is not endorsed by a credit rating agency established in the UK and registered under the UK CRA Regulation.]

[*Insert legal name of particular credit rating agency entity providing rating*] is established in the EEA and is neither registered nor has it applied for registration

under Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**"). *[[Insert legal name of particular credit rating agency entity providing rating]* appears on the latest update of the list of registered credit rating agencies (as of *[insert date of most recent list]*) on the ESMA website <http://www.esma.europa.eu>. [The rating *[Insert legal name of particular credit rating agency entity providing rating]* has given to the Notes is endorsed by *[insert legal name of credit rating agency]*, which is established in the UK and registered under Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**").] /*[[ Insert legal name of particular credit rating agency entity providing rating]* has been certified under Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**").] / *[[Insert legal name of particular credit rating agency entity providing rating]* has not been certified under Regulation (EU) No 1060/2009, as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**") and the rating it has given to the Notes is not endorsed by a credit rating agency established in the UK and registered under the UK CRA Regulation.]

*[Insert legal name of particular credit rating agency entity providing rating]* is established in the UK and registered under Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**"). *[[Insert legal name of particular credit rating agency entity providing rating]* appears on the latest update of the list of registered credit rating agencies (as of *[insert date of most recent list]*) on [FCA]. [The rating *[Insert legal name of particular credit rating agency entity providing rating]* has given to the Notes to be issued under the Programme is endorsed by *[insert legal name of credit rating agency]*, which is established in the EEA and registered under Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**").] *[[ Insert legal name of particular credit rating agency entity providing rating]* has been certified under Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**").] *[[Insert legal name of particular credit rating agency entity providing rating]* has not been certified under Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**") and the rating it has given to the Notes is not endorsed by a credit rating agency established in the EEA and registered under the CRA Regulation.]

*[Insert legal name of particular credit rating agency entity providing rating]* is not established in the EEA or the UK but the rating it has given to the Notes to be issued under the Programme is endorsed by *[[insert legal name of credit rating agency]*, which is established in the EEA and registered under Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**")*][and][[insert legal name of credit rating agency]*, which is established in the UK and registered under Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**").

*[Insert legal name of particular credit rating agency entity providing rating]* is not established in the EEA or the UK but is certified under [Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**")*][and][ Regulation (EU) No 1060/2009* as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**")].

*[Insert legal name of particular credit rating agency entity providing rating]* is not established in the EEA or the UK and is not certified under Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**") or Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**") and the rating it has given to the Notes is not endorsed by a credit rating agency established in either the EEA and registered under the CRA Regulation or in the UK and registered under the UK CRA Regulation.

### 3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER

*(Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the statement below.)*

[Save for any fees payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer. The [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer [and the Guarantor(s)] and [its/their] affiliates in the ordinary course of business. *(Amend as appropriate if there are other interests)*]

*[(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 23 of the Prospectus Regulation.)]*



**4. Fixed Rate Notes only – YIELD**

Indication of yield: [            ]

**5. Floating Rate Notes only - HISTORIC INTEREST RATES**

Details of historic [EURIBOR/SONIA/SOFR/€STR] rates can be obtained from [[Reuters]/ [•]  
/ [Not Applicable]]

**6. OPERATIONAL INFORMATION**

ISIN: [            ]

Common Code: [            ]

Any clearing system(s) other than Iberclear and the relevant identification number(s): [Not Applicable/give name(s), address(es) and number(s)]

Delivery: Delivery [against/free of] payment

Names and addresses of initial Paying Agent(s): [ ]

Names and addresses of additional Paying Agent(s) (if any): [ ]

Intended to be held in a manner which would allow Eurosystem eligibility: [Yes][No][Not Applicable]

[Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.] [Whilst the designation is specified as "No" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being

satisfied that Eurosystem eligibility criteria have been met.]]

## 7. DISTRIBUTION

- (i) Method of distribution: [Syndicated/Non-syndicated]
- (ii) If syndicated:
- (A) Names of Managers: [Not Applicable/give names]
- (B) Stabilisation Manager(s) if any: [Not Applicable/give names]
- (iii) If non-syndicated, name of Dealer: [Not Applicable/give names]
- (iv) US Selling Restrictions [Reg. S Compliance Category [1/2]; TEFRA C/TEFRA D / TEFRA not applicable]

## 8. USE AND ESTIMATED NET AMOUNT OF THE PROCEEDS

Use of proceeds: [ ] [See ["Use of Proceeds"] in the Base Prospectus/Green Notes/European Green Bonds] *[If reasons differ from what is disclosed in the Base Prospectus [including for Green Notes], [for European Green Bonds (i) consider what level of detail of use of proceeds is required and (ii) refer to section below]]*

Green Notes: [Yes / No]

European Green Bonds: [Yes / No] *(if Yes complete the sections below)*

Date of European Green Bond Factsheet: [•] (this is available on the Issuer's website: *[add website link]* but is not incorporated in nor forms part of the Final Terms or the Base Prospectus).

Estimated net proceeds: [ ]

## 9. EU BENCHMARKS REGULATION

Relevant Benchmark[s]: [[EURIBOR/SONIA/SOFR/€STR] is provided by *[administrator legal name]*][repeat as necessary]. As at the date hereof, *[[administrator legal name][appears]/[does not appear]]**[repeat as necessary]* in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 (*Register of administrators and benchmarks*) of the EU Benchmarks

Regulation]/[As far as the Issuer is aware, as at the date hereof, *[specify benchmark]* does not fall within the scope of the EU Benchmarks Regulation]/ [Not Applicable]

## OVERVIEW OF PROVISIONS RELATING TO THE BEARER NOTES WHILE IN GLOBAL FORM

### Clearing System Accountholders

In respect of the Bearer Notes, each Global Note will be in bearer form. Consequently, in relation to any Tranche of Notes represented by a Global Note, references in the Terms and Conditions of the Notes to "Noteholder" are references to the bearer of the relevant Global Note which, for so long as the Global Note is held by a depositary or a common depositary, in the case of a CGN, or a common safekeeper, in the case of an NGN for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, will be that depositary or common depositary or, as the case may be, common safekeeper.

Each of the persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Global Note (each an "**Accountholder**") must look solely to Euroclear and/or Clearstream, Luxembourg and/or such other relevant clearing system (as the case may be) for such Accountholder's share of each payment made by the Issuer or the Guarantors to the bearer of such Global Note and in relation to all other rights arising under the Global Note. The extent to which, and the manner in which, Accountholders may exercise any rights arising under the Global Note will be determined by the respective rules and procedures of Euroclear and Clearstream, Luxembourg and any other relevant clearing system from time to time. For so long as the relevant Notes are represented by the Global Note, Accountholders shall have no claim directly against the Issuer or the Guarantors in respect of payments due under the Notes and such obligations of the Issuer and the Guarantors will be discharged by payment to the bearer of the Global Note.

### Exchange of Temporary Global Notes

Whenever any interest in a Temporary Global Note is to be exchanged for an interest in a Permanent Global Note, the Issuer shall procure:

- (a) in the case of first exchange, the prompt delivery (free of charge to the bearer) of such Permanent Global Note, duly authenticated and, in the case of an NGN, effectuated, to the bearer of the Temporary Global Note; or
- (b) in the case of any subsequent exchange, an increase in the principal amount of such Permanent Global Note in accordance with its terms,

in each case in an aggregate principal amount equal to the aggregate of the principal amounts specified in the certificates issued by Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and received by the Fiscal Agent against presentation and (in the case of final exchange) surrender of the Temporary Global Note to or to the order of the Fiscal Agent within 7 days of the bearer requesting such exchange.

Whenever a Temporary Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms), in an aggregate principal amount equal to the principal amount of the Temporary Global Note to the bearer of the Temporary Global Note against the surrender of the Temporary Global Note to or to the order of the Fiscal Agent within 30 days of the bearer requesting such exchange.

If:

- (i) a Permanent Global Note has not been delivered or the principal amount thereof increased by 5.00 p.m. (London time) on the seventh day after the bearer of a Temporary Global Note has requested exchange of an interest in the Temporary Global Note for an interest in a Permanent Global Note; or
- (ii) Definitive Notes have not been delivered by 5.00 p.m. (London time) on the thirtieth day after the bearer of a Temporary Global Note has requested exchange of the Temporary Global Note for Definitive Notes; or
- (c) a Temporary Global Note (or any part thereof) has become due and payable in accordance with the Terms and Conditions of the Notes or the date for final redemption of a Temporary Global Note has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not

been made to the bearer of the Temporary Global Note in accordance with the terms of the Temporary Global Note on the due date for payment,

then the Temporary Global Note (including the obligation to deliver a Permanent Global Note or increase the principal amount thereof or deliver Definitive Notes, as the case may be) will become void at 5.00 p.m. (London time) on such seventh day (in the case of (a) above) or at 5.00 p.m. (London time) on such thirtieth day (in the case of (b) above) or at 5.00 p.m. (London time) on such due date (in the case of (c) above) and the bearer of the Temporary Global Note will have no further rights thereunder (but without prejudice to the rights which the bearer of the Temporary Global Note or others may have under a deed of covenant dated 13 June 2022 (the "**Deed of Covenant**") executed by the Issuer). Under the Deed of Covenant, persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Temporary Global Note will acquire directly against the Issuer all those rights to which they would have been entitled if, immediately before the Temporary Global Note became void, they had been the holders of Definitive Notes in an aggregate principal amount equal to the principal amount of Notes they were shown as holding in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

### **Exchange of Permanent Global Notes**

Whenever a Permanent Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms), in an aggregate principal amount equal to the principal amount of the Permanent Global Note to the bearer of the Permanent Global Note against the surrender of the Permanent Global Note to or to the order of the Fiscal Agent within 30 days of the bearer requesting such exchange.

If:

- (a) Definitive Notes have not been delivered by 5.00 p.m. (London time) on the thirtieth day after the bearer of a Permanent Global Note has duly requested exchange of the Permanent Global Note for Definitive Notes; or
- (b) a Permanent Global Note (or any part of it) has become due and payable in accordance with the Terms and Conditions of the Notes or the date for final redemption of the Notes has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the bearer of the Permanent Global Note in accordance with the terms of the Permanent Global Note on the due date for payment,

then the Permanent Global Note (including the obligation to deliver Definitive Notes) will become void at 5.00 p.m. (London time) on such thirtieth day (in the case of (a) above) or at 5.00 p.m. (London time) on such due date (in the case of (b) above) and the bearer of the Permanent Global Note will have no further rights thereunder (but without prejudice to the rights which the bearer of the Permanent Global Note or others may have under the Deed of Covenant. Under the Deed of Covenant, persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Permanent Global Note will acquire directly against the Issuer all those rights to which they would have been entitled if, immediately before the Permanent Global Note became void, they had been the holders of Definitive Notes in an aggregate principal amount equal to the principal amount of Notes they were shown as holding in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

### **Conditions applicable to Global Notes**

Each Global Note will contain provisions which modify the Terms and Conditions of the Notes as they apply to the Global Note. The following is a summary of certain of those provisions:

*Payments:* All payments in respect of the Global Note will be made against presentation and (in the case of payment of principal in full with all interest accrued thereon) surrender of the Global Note to or to the order of any Paying Agent and will be effective to satisfy and discharge the corresponding liabilities of the Issuer in respect of the Notes. On each occasion on which a payment of principal or interest is made in respect of the Global Note, the Issuer shall procure that in respect of a CGN the payment is noted in a schedule thereto and in respect of an NGN the payment is entered pro rata in the records of Euroclear and Clearstream, Luxembourg.

*Payment Business Day:* In the case of a Global Note, shall be: if the currency of payment is euro, any day which is a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or, if the currency of payment is not euro, any day which is a day on which dealings

in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre.

*Exercise of put option:* In order to exercise the option contained in Condition 8(e) (*Redemption and Purchase – Redemption at the option of Noteholders*) the bearer of the Permanent Global Note must, within the period specified in the Conditions for the deposit of the relevant Note and put notice, give written notice of such exercise to the Fiscal Agent specifying the principal amount of Notes in respect of which such option is being exercised. Any such notice will be irrevocable and may not be withdrawn.

*Partial exercise of call option:* In connection with an exercise of the option contained in Condition 8(c) (*Redemption and Purchase – Redemption at the option of the Issuer*) in relation to some only of the Notes, the Permanent Global Note may be redeemed in part in the principal amount specified by the Issuer in accordance with the Conditions and the Notes to be redeemed will not be selected as provided in the Conditions but in accordance with the rules and procedures of Euroclear and Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in principal amount, at their discretion).

*Notices:* Notwithstanding Condition 18 (*Notices*), while all the Notes are represented by a Permanent Global Note (or by a Permanent Global Note and/or a Temporary Global Note) and the Permanent Global Note is (or the Permanent Global Note and/or the Temporary Global Note are) deposited with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system or a common safekeeper, notices to Noteholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and, in any case, such notices shall be deemed to have been given to the Noteholders in accordance with Condition 18 (*Notices*) on the date of delivery to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, except that, for so long as such Notes are admitted to trading on the Luxembourg Stock Exchange and it is a requirement of applicable law or regulations, such notices shall be published in a leading newspaper having general circulation in Luxembourg (which is expected to be *Luxemburger Wort*) or published on the website of the Luxembourg Stock Exchange ([www.luxse.com](http://www.luxse.com)).

## SUMMARY OF CLEARANCE AND SETTLEMENT PROCEDURES APPLICABLE TO BOOK-ENTRY NOTES

Below is a brief summary of the Spanish clearance and settlement procedures applicable to book-entry securities admitted to trading on AIAF such as the Book-entry Notes.

The Spanish clearing, settlement and recording system of securities transactions allows the connection of the post-trading Spanish systems to the European system T2 Securities.

### Iberclear

Iberclear is the Spanish central securities depository in charge of both the register of securities held in book-entry form, and the settlement of all the trades from AIAF. To achieve this, Iberclear uses the technical platform named ARCO.

Iberclear is owned by *Bolsas y Mercados Españoles, Sociedad Holding de Mercados y Sistemas Financieros, S.A.*, a holding company, which fully owns each of the Spanish official secondary markets and settlement systems. The corporate address of Iberclear is Plaza de la Lealtad 1, 28014, Madrid, Spain.

### Iberclear Securities Registration System

The securities recording system of Iberclear is a two tier level registry: the keeping of the central record corresponds to Iberclear and the keeping of the detail records correspond to the participating entities (*entidades participantes*) in Iberclear.

Access to become a participating entity is restricted to (i) credit institutions, (ii) investment services companies which are authorised to render custody and administration of financial instruments, (iii) the Bank of Spain, (iv) the Spanish Public Administration and the Spanish General Treasury of the Social Security, (v) other duly authorised central securities depositories and central clearing counterparties and (vi) other public institutions and private entities when expressly authorised to become a participating entity in central securities depositories.

The central registry managed by Iberclear reflects (i) one or several proprietary accounts which show the balances of the participating entities' proprietary accounts; (ii) one or several general third-party accounts that will show the overall balances that the participating entities hold for third parties; (iii) individual accounts opened in the name of the owner, either individual or legal person; and (iv) individual special accounts of financial intermediaries which use the optional procedure of settlement of orders. Each participating entity, in turn, maintains the detail records of the owners of the securities or the shares held in their general third-party accounts.

According to the above, Spanish law considers the owner of the securities to be:

- (i) the participating entity appearing in the records of Iberclear as holding the relevant securities in its own name;
- (ii) the investor appearing in the records of the participating entity as holding the securities; or
- (iii) the investor appearing in the records of Iberclear as holding securities in a segregated individual account.

The settlement and book-entry registration platform managed by Iberclear, which operates under the trade name of ARCO, operates under a T+2 settlement standard, by which any transactions must be settled within two business days following the date on which the transaction was completed.

To evidence title to securities, at the owner's request the relevant participating entity must issue a legitimisation certificate (*certificado de legitimación*). If the owner is a participating entity or a person holding securities in a segregated individual account, Iberclear is in charge of the issuance of the certificate regarding the securities held in their name.

### Iberclear Settlement of securities traded on the AIAF

Iberclear and the participating entities (*entidades participantes*) in Iberclear have the function of keeping the book-

entry register of securities traded on the AIAF.

Securities traded on the AIAF are fixed income securities, including corporate bonds (for example, medium term notes and mortgage bonds) and bonds issued by the Kingdom of Spain and Spanish regions, represented in a dematerialised form.

In the AIAF settlement system, transactions may be settled spot, forward (settlement date more than five days after the relevant trade date), with a repurchase agreement on a fixed date and double or simultaneous transactions (two trades in opposite directions with different settlement dates).

The settlement system used for securities admitted for trading on the AIAF is the Model 1 delivery versus payment system, as per the classification of the Bank for International Settlements: that is, it is a "transaction-to-transaction" cash and securities settlement system with simultaneity in its finality.

Transactions are settled on the stock-exchange business day agreed by participants at the moment of the trade.

### **Euroclear and Clearstream**

Investors who do not have, directly or indirectly through their custodians, a participating account with Iberclear may hold their investment in the Notes through bridge accounts maintained by each of Euroclear and Clearstream, Luxembourg with participating entities (*entidades participantes*) in Iberclear.



## DESCRIPTION OF THE ISSUER

### Information about the Issuer

The corporate name of the Issuer is "Red Eléctrica Financiaciones, Sociedad Anónima Unipersonal".

The Issuer is registered with the Mercantile Registry (*Registro Mercantil*) of Madrid, Spain, under Volume 26,804, Book 133, Section 8, Page M-483031, 1st registration entry. The Issuer holds Tax Identification Code number A-85724052. The Issuer was incorporated for an indefinite time before Madrid Notary Public Mr. Manuel Rodriguez Marin on 17 June 2009 and operates under Spanish law.

The Issuer is a wholly-owned subsidiary of Redeia Corporación, Sociedad Anónima and was incorporated as a limited liability corporation (*sociedad anónima*) owned by one single shareholder (unipersonal), in accordance with Spanish law under Royal Legislative Decree 1564/1989, of 22 December 1989, approving the Spanish Corporations Law (*Ley de Sociedades Anónimas*), abrogated by the Royal Legislative Decree 1/2010 of 2 July, which approves the Consolidated Text of Spanish Limited Liability Companies' Law (*Real Decreto Legislativo 1/2010, de 2 de julio, por el que se aprueba el texto refundido de la Ley de Sociedades de Capital*).

The Issuer's registered offices are located at Paseo del Conde de los Gaitanes, 177, 28109 Alcobendas, Madrid, Spain, and its telephone number is +34 91 6502012.

The Issuer's share capital as at 31 December 2024 amounted to EUR 60,200 divided into six hundred and two (602) standard shares, with a par value of one hundred euro (EUR 100) each, numbered consecutively from no. 1 to no. 602 inclusive, all of which are issued and fully paid-up.

Except for the incident mentioned in the "Recent Developments" section in "Description of Redeia Corporación, Sociedad Anónima and its Consolidated Group", there are no other recent events relating to the Issuer that are important for evaluating its solvency.

### Business Overview

The Issuer's exclusive corporate purpose is the issuance of ordinary, subordinated, non-subordinated, or any other type of debt instruments, the allotment of preferred shares or issue of other hybrid security instruments, where applicable, for other companies in the Group. This purpose shall be implemented subject to compliance with applicable legal requirements in force at the relevant time.

The Issuer is a finance vehicle established by Redeia Corporación, S.A. for the purpose of issuing notes and other financial instruments and on-lending the proceeds to the members of the Group. The Issuer is therefore dependent upon other members of the Group paying interest on and repaying their loans to the Issuer in a timely manner.

### Management and Supervisory Bodies

As at the approval date of the Base Prospectus, the members of the Board of Directors of the Issuer are as follows:

| Name of Director             | Position on Board |
|------------------------------|-------------------|
| Mr. Tomás José Gallego Arjiz | Joint director    |
| Mr. Fernando Frías Montejo   | Joint director    |

The business address of the members of the Board of Directors is Paseo Conde de los Gaitanes, 177, 28109 Alcobendas, Madrid, Spain.

Mr. Tomás José Gallego also acts as Manager of the Finance Area of Redeia and Mr. Fernando Frías Montejo is General Vice-Counsel and Non-Director Vice Secretary of the Board of Directors of Redeia Corporación, S.A.

The directors of the Issuer have no principal activities performed by them outside the Group which are significant with respect to the Issuer.

To the best of the Issuer's and the Guarantors' knowledge, as at the date of the Base Prospectus, there are no potential conflicts of interest between the duties of the persons identified above to the Issuer and their private interests and/or other duties in accordance with Spanish law.

## **Financial Information concerning the Issuer's Assets and Liabilities**

### ***Financial position***

The Issuer was incorporated on 17 June 2009 with no financial activity prior to this date. The audited non-consolidated annual accounts of the Issuer as at and for the years ended 31 December 2024 and 31 December 2023 have been incorporated by reference in the Base Prospectus.

## DESCRIPTION OF REDEIA CORPORACIÓN, SOCIEDAD ANÓNIMA AND ITS CONSOLIDATED GROUP

### Introduction

Redeia Corporación, Sociedad Anónima ("**Redeia Corporación**") is registered with the Mercantile Registry (*Registro Mercantil*) of Madrid, Spain, under Volume 214, Book 191, Sheet 38, Section 3, Page M-62853, 1st registration entry and operates under Spanish Law. Redeia Corporación holds Tax Identification Code number A-78003662 and Legal Entity Identifier number 5493009HMD0C90GUV498. Redeia Corporación was incorporated for an indefinite time as a limited liability corporation (*sociedad anónima*), its registered office is at Paseo Conde de los Gaitanes, 177, 28109 Alcobendas, Madrid, Spain, and its telephone number is + 34 91 650 20 12.

As parent company of the Group (described below), Redeia Corporación is listed on the Spanish stock market (Madrid, Barcelona, Bilbao and Valencia Stock Exchanges) and it is included in the Ibex 35 selective index. The Spanish state industrial holding company, Sociedad Estatal de Participaciones Industriales ("**SEPI**"), is the main shareholder of Redeia Corporación, with a 20 per cent. stake as at 31 December 2024, with the remaining 70.19 per cent. stake being free float.

Redeia Corporación's share capital as at 31 December 2024 is EUR 270,540,000.

The Group's website is [www.redeia.com](http://www.redeia.com). For the avoidance of doubt, unless specifically incorporated by reference into the Base Prospectus, information contained on the website does not form part of the Base Prospectus.

Except for the incident mentioned in the "*Recent Developments*" section, there are no other recent events relating to Redeia Corporación that are important for evaluating its solvency.

### Business Overview

Redeia Corporación's corporate purpose is:

1. to hold, pursuant to the legislation in force from time to time, the capital stock of the company to which the functions of system operator and electricity transmission network manager and electricity transmitter correspond, pursuant to the provisions of Law 54/1997 of 27 November, on the Electricity Industry ("**Law 54/1997**");
2. the management of its business group, constituting the holdings in the capital stock of the companies comprising it;
3. to research, study and plan investment and corporate organisation projects, as well as to promote, create and develop industrial, commercial or services enterprises; to research, develop and operate communications, information technologies and other new technologies in all respects; to provide assistance or support services to investees, for which purpose it may provide to those companies such guarantees and deposits as may be appropriate;
4. the design, development, implementation and operation of services relating to the corporate information, management and organisation specific to its activity; and
5. all activities that are necessary for or enable its fulfilment, provided that they comply with the law.

### Background

Red Eléctrica de España, Sociedad Anónima ("**Red Eléctrica**") was established for an indefinite time on 29 January 1985, under Law 49/1984, of 26 December 1984. At the time, Red Eléctrica was the first company in the world exclusively dedicated to the transmission of electrical energy and the operation of electricity systems.

Law 54/1997 introduced free competition in parts of the electricity sector. This law granted Red Eléctrica the functions of system operator, transmission grid manager, and principal carrier of the electricity system of Spain.

Law 17/2007 came into force on 6 July 2007 and modified the Electrical Sector Law in accordance with European regulations ("**Law 17/2007**"). Red Eléctrica's role as operator and manager of the transmission grid was confirmed by granting it the function of sole transmission and system operator in Spain. This completed the consolidation of its position as Spanish Transmission System Operator ("**TSO**").

Law 17/2007 introduced various corporate changes in Red Eléctrica, including changes to its articles of association and a restructuring of the company.

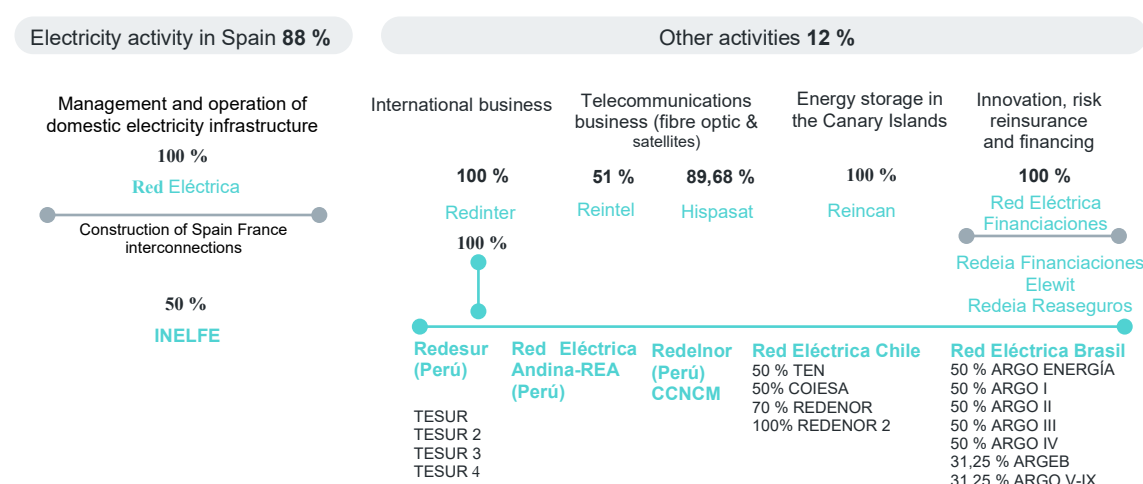
Red Eléctrica's organisational structure was transformed into a holding structure to establish transparency and clear division between different regulated activities in Spain, such as the electricity system's transmission and operation.

In order to comply with Law 17/2007's requirements, on 1 July 2008, Red Eléctrica changed its name to Redeia Corporación, Sociedad Anónima, transferring all aspects of the business dealing with the regulated activities carried out in Spain onto Red Eléctrica. The corporate head offices and properties not involved in the regulated activities, and any shareholdings in other entities not transferred to Red Eléctrica remain under the parent company, Redeia Corporación, S.A., owner of 100 per cent. of Red Eléctrica's share capital.

Law 54/1997 was substituted by Law 24/2013 of 26 December 2013, relating to the electricity sector ("**Law 24/2013**"), which maintains Red Eléctrica's appointment as the sole transmission carrier, system operator and transmission grid manager. Law 24/2013 also maintains, given the non-derogation of the twenty-third additional disposition of Law 54/1997, Redeia Corporación's current corporate name and structure.

## Redeia or the Group

Redeia Corporación is the parent company of Redeia. As of the date of the Base Prospectus, the simplified corporate structure of the Group is as follows:



Under Law 24/2013, all of the provisions relating to the system operator and transmission network manager apply to Red Eléctrica, and Redeia Corporación may not transfer its shares in Red Eléctrica to third parties as it carries out regulated activities.

## Business

Redeia conducts its business and operations across three main divisions: (i) Management and operation of domestic electricity infrastructure; (ii) Management and operation of international electricity infrastructure; and (iii) Telecommunications.

### (i) Management and operation of domestic electricity infrastructure

Redeia's principal activity is electricity transmission, system operation and management of the transmission network for the Spanish electricity system. These regulated activities are carried out through Red Eléctrica as TSO of the Spanish electricity system and they are described below in a specific section "*Management of electric infrastructure in Spain*".

In accordance with Law 24/2013, high voltage transmission of electricity consists of transmitting electricity and of constructing, maintaining and managing the facilities necessary to do so. The Group,

through Red Eléctrica, also operates the electricity systems serving the Spanish territory, including the mainland, islands and non-mainland electricity systems, to ensure the continuity and security of the electricity system.

Moreover, in connection with the activity of TSO, the Group is involved in the construction of energy storage facilities in non-mainland and isolated systems through Red Eléctrica Infraestructuras en Canarias, S.A.U. ("**REINCAN**"), a wholly-owned subsidiary of Redeia Corporación, incorporated on 17 September 2015.

In addition, Red Eléctrica owns 50 per cent of the share capital of Interconexión Eléctrica Francia-España, S.A.A. ("**INELFE**") for the development of the connection facilities with France, that will increase the electricity exchange capacity between the two countries.

(ii) *Management and operation of international electricity infrastructure*

Redeia's international business has been conducted through Red Eléctrica Internacional, S.A.U. ("**Redinter**") and international operations have been concentrated in Peru, Chile and Brazil, with a minor presence in Portugal. Redeia holds a 100 per cent. interest in the share capital of Redinter.

The start-up of operations in Peru, Chile and Brazil is the outcome of an ongoing analysis of business opportunities and meets the Group's criterion of undertaking investments in countries with a favourable economic situation and a stable regulatory framework that ensures an appropriate return on the investments. See the section entitled "*Investments – International Transmission Investments*".

(iii) *Telecommunications*

Redeia also provides telecommunications services to third parties through Redeia Infraestructuras de Telecomunicación, S.A.U. ("**REINTEL**"). Redeia holds a 51 per cent. interest in the share capital of REINTEL. In 2018, Redeia Corporación incorporated Redeia Sistemas de Telecomunicaciones, S.A.U. ("**RESTEL**") whose main corporate purpose is the acquisition, holding, management and administration of securities, being the most relevant investment the acquisition of the Spanish satellite operator Hispasat, S.A. ("**Hispasat**") at the end of 2019. As at 31 December 2024, the Group classified its satellite communications business, carried out by Hispasat, as a discontinued operation, so that the assets and liabilities associated with that subgroup, which do not yet qualify for recognition as a completed sale, are presented as non-current assets held for sale and the earnings of that subgroup are classified within discontinued operations, as prescribed in IFRS 5 - Non-current assets held for sale and discontinued operations. See the section entitled "*Investments – Telecommunication Investments*" below.

In addition to the above-mentioned business divisions, the Group carries out activities through its subsidiaries aimed at financing its operations such as Redeia Financiaciones, S.L.U., Red Eléctrica Financiaciones, S.A.U., and covers risks by reinsuring its assets and activities through Redcor Reaseguros, S.A.

In 2019, Redeia Corporación incorporated Elewit, S.A.U. ("**ELEWIT**") to foster technological innovation. Since its incorporation, the Group has strengthened its position, under the Elewit brand, as the Group's tech platform and transformation engine. Elewit drives innovation, entrepreneurship and technological development, which are the cornerstones of sustainability against a changing backdrop in both the energy and telecommunication sectors. Through Elewit, the Group harnesses the potential of technology to further the Group's business and activity, as well as to explore new value-added business segments.

In 2024, the Group generated revenues of EUR 1,594.2 million, representing a 12.3 per cent. decrease compared to the previous year (EUR 1,818.8 million in 2023) and achieved a consolidated profit for the year attributable to Redeia Corporación of EUR 368.4 million, representing a 46.6 per cent. decrease compared to the previous year (EUR 689.6 million in 2023). The results of 2024 have been marked by the end of the regulatory useful life of the pre-1998 assets with an annual impact of approximately EUR 260 million on revenues.

## ***Investments***

### *Investment Plan*

In February 2021, the Group approved the 2021-2025 Strategic Plan. The strategy includes an investment plan of approximately EUR 5,000 million, of which EUR 3,900 million will be allocated to the transmission network and



During 2024, average voltage levels remained within the limits set out in the Technical Standard for the Quality of Electricity Services, reaching a cumulative grid availability in 2024 of 99.81 per cent. at Red Eléctrica del Sur S.A., 99.83 per cent. at Transmisora Eléctrica del Sur S.A.C., 99.80 per cent. at Transmisora Eléctrica del Sur 2 S.A.C., 99.91 per cent. at Transmisora Eléctrica del Sur 3 S.A.C., 99.93 per cent. at Transmisora Eléctrica del Sur 4 S.A.C. and 99.93 per cent. at CCNCM.

As regards to REA, it continues to provide maintenance services for the concessions under operation of REDESUR, TESUR, TESUR2, TESUR3, TESUR4 and CCNMC. REA also carries out installation maintenance and site supervision for other clients, positioning it among the benchmark companies for such services in the south of Peru.

#### Activity in Chile

Redinter holds a 100 per cent. interest in the share capital of Red Eléctrica Chile SpA ("**RE Chile**"), incorporated in November 2015 and its main activities are the acquisition, possession, administration, direction and management of the shares that the Group maintains in Chile. RE Chile in turn, holds 50 per cent. of Transmisora Eléctrica del Norte, S.A. ("**TEN**") and the other 50 per cent. is held by the Chilean company, Engie Energía Chile, a subsidiary of Grupo ENGIE. RE Chile also has a 69.9 per cent. stake in Red Eléctrica del Norte S.A. ("**REDENOR**") and 100 per cent. of Red Eléctrica del Norte 2 S.A. ("**REDENOR2**"). Overall, RE Chile operates 1,776 km of transmission lines, in commercial operation.

TEN operates the 500 kV Changos - Cumbre - Nueva Cardones axis, which forms part of the National Transmission System, as well as the 220 kV Mejillones - Changos dedicated line. In 2024, TEN reported an availability factor for its facilities of 99.65 per cent.

With regards to REDENOR, the Chilean Ministry of Energy published a Decree on 18 November 2024 calling for the contractor AMETEL to start the expansion of the Nueva Pozo Almonte 220kV substation. Red Eléctrica del Norte S.A. is the entity tasked with managing the execution of that expansion. In addition, Exempt Decree No. 266 2023, published on 5 November 2024, establishes the expansion works for the national and regional transmission systems. That Decree tasks the owner, Red Eléctrica del Norte S.A., to include the construction of a new position for a new 1 x 220kV line reactor, Nueva Pozo Almonte – Roncacho, at the Nueva Pozo Almonte Substation. The transmission system availability rates through to 2024 are 100 per cent.

REDENOR2 continues to operate three transmission lines, as well as the new connection of a renewable energy facility (Sierra Gorda photovoltaic facility) to the interconnected system, which has been commercially operational since 27 February 2023. In 2024, the works began to connect the Minera Centinela District Project to the Centinela substation, which is owned by REDENOR2. These positions are expected to be commissioned in the second half of 2025. The expanded facilities envisaged under the Expansion Plan contemplated in Decree No. 198 for the Transmission System were commissioned in May 2024. It reported an availability factor for its transmission facilities of 100 per cent. in 2024.

Additionally, Compañía Operadora de Infraestructuras Eléctricas, S.A. ("**COIESA**") was incorporated in November 2023 to provide service to the control centre in Chile. RE Chile and Engie Energía Chile S.A. each hold 50 per cent. of COIESA. Its corporate object is to monitor, control and supervise the electricity facilities of the national electricity system ("**SEN**"), operate the facilities via SCADA commands and market and sell any surplus fibre optic capacity. This control centre began operations in March 2024 and is expected to deliver efficiencies in terms of operating cost savings.

#### Activity in Brasil

Redinter, through Red Eléctrica Brasil ("**REBR**"), alongside the Colombian company Grupo Energía Bogotá S.A. ESP holds a 50 per cent. interest in the share capital of Brazilian holding company Argo Energia Empreendimentos e Participações S.A. ("**Argo Energia**"), managing high voltage line concessions (500 kV and 230 kV) and electrical substations. The concessions are as follows:

Argo I operates 1,110 km of 500 kV power lines and five substations in the northeast of Brazil. Argo II is a project to expand a substation in the state of Minas Gerais. Synchronous condenser 2 and 1 are currently in service. Argo III operates 320 km of 230 kV power lines and five substations in the state of Rondônia. Argo IV, formed in 2022 following the acquisition of 50 per cent. of Rialma Transmissora de Energia III S.A. by Argo Energia, operates 313 km of 500 kV power lines. In 2022, Argo Energia acquired from Brasil Energia FIP 100 per cent. of the shares of five transmission concessions (Argo V, Argo VI, Argo VII, Argo VIII and Argo IX). The acquisition was

carried out through the joint investment of Argo Energía (62.5 per cent.) and Grupo Energía Bogotá (37.5 per cent.). The five concessions are the following: Argo V, which operates 277 km of 500 kV power lines and four substations in the state of Bahía. Argo VI, which operates 490 km of 230kV and 500kV power lines and seven substations in the north-western states of Ceara and Río Grande del Norte. Argo VII, which operates 836 km of 230kV and 500kV power lines and seven substations in the north-eastern states of Piauí and Bahía. Argo VIII, which operates 427 km of 500 kV power lines and three substations in the state of Sanguinetti. Argo IX, which operates 436 km of 500kV power lines and three substations in the states of Bahia (north-east), Minas Gerais (south-east) and Goiás (central-west).

The acquisition of all these concessions increased Argo Energia's installed transmission capacity to 4,209 km and positioned it as a transmission leader in the market, with a strong presence in the north-east of Brazil, one of the areas with the greatest potential for renewable power and the most in need of transmission network development in Brazil.

The transmission system availability rates for the various concessions through to 2024 are: Argo I 99.99 per cent., Argo II 94.24 per cent., Argo III 99.53 per cent., Argo IV 100 per cent., Argo V 99.88 per cent., Argo VI 99.94 per cent., Argo VII 99.91 per cent., Argo VIII 99.95 per cent., and Argo IX 99.95 per cent.

### *Telecommunication Investments*

Redeia's telecommunications business is addressed by two main business lines, the optic fibre business and the satellite business.

#### *Optic fibre business*

Redeia provides telecommunications services to third-party telecommunications operators through Reintel, primarily by leasing dark backbone fibre, both from electric power transmission infrastructure and railway networks, subject to the applicable telecommunications sector legislation. The Group holds a 51 per cent. stake in Reintel, with Kohlberg Kravis Roberts & Co. L.P. ("**KKR**") holding the remaining 49 per cent. through its subsidiary, Rudolph Bidco S.À.R.L.

Reintel also provides maintenance services for fibre optic cables and telecommunications equipment. The company currently operates a fibre-optic network of over 53,000 km of cables deployed on the electricity transmission network and the railway network, ensuring transparent wholesale access and equal conditions to telecommunication operators. The company is the successful tenderer for a period of 20 years ending in 2034 for the right of use and operation of the fibre optic network, not dedicated to the railway business and other associated elements, owned by Adif-High Speed.

#### *Satellite Business*

The satellite telecommunications business used to be carried out through the Hispasat subgroup. Red Eléctrica Sistemas de Telecomunicaciones, S.A.U. ("**RETEL**") held an 89.68 per cent. stake in Hispasat, S.A. ("**Hispasat**").

On 31 January 2025, a binding agreement was reached for the sale of the satellite business, with the seller and buyer committed to bringing that transaction to a close in the upcoming months. Redeia, through its subsidiary Restel, agreed to sell its interest in the share capital of Hispasat S.A. to Orbitude, S.L.U, a wholly owned subsidiary of Indra Sistemas S.A. The agreed sale price for the 89.68 per cent. interest in Hispasat was EUR 725 million. The transaction, expected to close in 2025, is subject to approval by Spain's Council of Ministers, the anti-trust authorities and other regulators. It is also subject to the execution of those agreements necessary for the accounting consolidation of Hisdesat Servicios Estratégicos S.A. by Indra, an operator of government satellite services in the fields of defence, security, intelligence and foreign affairs.

### **Management**

The members of the Board of Directors of Redeia Corporación and their positions, as at the approval date of the Base Prospectus, are as follows:



| <b>Name of Director</b>            | <b>Position on Board</b> |
|------------------------------------|--------------------------|
| Ms. Beatriz Corredor Sierra        | Chairperson              |
| Mr. Roberto García Merino          | Chief Executive Officer  |
| Ms. Mercedes Real Rodrigálvarez*   | Member - Nominee (SEPI)  |
| Mr. María Aránzazu González Laya   | Member - Nominee (SEPI)  |
| Ms. Esther María Rituerto Martínez | Member - Nominee (SEPI)  |
| Ms. Socorro Fernández Larrea       | Member - Independent     |
| Mr. Antonio Gómez Ciria            | Member - Independent     |
| Mr. José Juan Ruiz Gómez           | Member - Independent     |
| Ms. Natalia Fabra Portela          | Member - Independent     |
| Mr. Albert Castellanos Maduell     | Member - Independent     |
| Mr. José María Abad Hernández      | Member - Independent     |
| Ms. Guadalupe de la Mata Muñoz     | Member - Independent     |

The above table lists all officers and no additional executive officers are present in Redeia Corporación, S.A.

\* Mercedes Real Rodrigálvarez also acts as Director of Investees in the SEPI.

Additionally, Mr. Carlos Méndez-Trelles García holds the office of General Counsel and Non-Director Secretary of the Board of Directors and Mr. Fernando Frías Montejo holds the office of Deputy General Counsel and Deputy Non-Director Secretary of the Board of Directors.

The business address of the members of the Board of Directors is located at Paseo Conde de los Gaitanes, 177, 28109 Alcobendas, Madrid, Spain. To the best knowledge and belief of the Issuer and the Guarantors, as at the date of the Base Prospectus, there are no potential conflicts of interest between the duties of the persons identified above to Redeia Corporación and their private interests or other duties in accordance with Spanish law.

The directors of Redeia Corporación have no principal activities performed by them outside the Group which are significant with respect to Redeia Corporación.

### **Redeia Corporación's Credit Rating**

The following table contains the credit ratings that Redeia Corporación has been assigned at the approval date of the Base Prospectus for the long and short term by the credit ratings agencies Fitch Ratings España, S.A.U. and S&P Global Ratings Europe Limited.

| <b>Rating Agency</b>         | <b>Long-term</b> | <b>Short-term</b> | <b>Outlook</b>          | <b>Latest date of review of rating</b> |
|------------------------------|------------------|-------------------|-------------------------|--|
| Fitch Ratings España, S.A.U. | A-               | F1                | Stable                  | 8 October 2024                         |
| S&P                          | A-               | A-2               | CreditWatch<br>Negative | 26 June 2025                           |

Each of Fitch Ratings España, S.A.U. and S&P Global Ratings Europe Limited is established in the European Union and are registered under the CRA Regulation.

### **Recent developments**

On 28 April 2025, a severe incident occurred that affected the normal operation of the electrical system on the Iberian Peninsula. Redeia, together with certain other electricity companies, focused all its efforts in a coordinated way to restore the electricity supply throughout the peninsula as quickly as possible. Both the government of Spain and Redeia have issued unilateral reports to clarify the reasons behind the incident. According to both the government of Spain and Redeia, the blackout resulted from a convergence of multiple factors. As at the date of this Base Prospectus, the attribution of legal responsibilities is pending and subject to further investigation.

## DESCRIPTION OF RED ELÉCTRICA DE ESPAÑA, SOCIEDAD ANÓNIMA UNIPERSONAL

### Introduction

Red Eléctrica de España. S.A.U. ("**Red Eléctrica**") is a wholly owned subsidiary of Redeia Corporación. Red Eléctrica is registered with the Mercantile Registry (*Registro Mercantil*) of Madrid, Spain, under Volume 25,097, Book 195, Section 8, Page M-452031, 4th registration entry and operates under Spanish Law. Red Eléctrica holds the Tax Identification Code Number A-85309219. Red Eléctrica was incorporated for an indefinite time on 1 July 2008, its registered office is at Paseo Conde de los Gaitanes, 177, 28109 Alcobendas, Madrid, Spain, and its telephone number is + 34 91 6502012. Red Eléctrica's website is [www.ree.es](http://www.ree.es).

### Management of electric infrastructure in Spain

The main activity of the Group comprises electricity transmission, system operation and management of the transmission network for the Spanish Electricity System, carried out through Red Eléctrica.

The administration body of Red Eléctrica is formed by a sole administrator and this position is carried out by its parent company, Redeia Corporación, who is represented by Mr. Roberto García Merino.

Red Eléctrica's main business activities are as follows:

### Transmission

Red Eléctrica owns the majority of the Spanish transmission network, consisting of over 45,000 km of high voltage lines, over 6,600 substation bays, and over 97,000 MVA (megavolt amps) of transformation capacity.

As mentioned above, the TSO model was legally ratified with the entry into force of Law 17/2007. This law established the existence of a sole transmission company and assigned said function, together with those of system operator and transmission network manager, to Red Eléctrica, and was confirmed by new Law 24/2013.

In order to develop and maintain the transmission network, Red Eléctrica carries out the following activities:

- (1) *Planning*: Red Eléctrica's work consists of identifying future network development needs to improve the current network. In this respect, it carries out the corresponding demand and supply forecast analyses and technical studies on the suitability of the transmission network.
- (2) *Development*: Red Eléctrica's investments are targeted towards the structural reinforcement and development of the transmission network, to improve the meshing of the transmission grid, integrating, and improving the transmission assets in the Balearic and Canary Islands and strengthening international interconnections. Propelling the energy transition, market integration and the sustainability of the electricity system with a major technological component and search for efficiency.

As mentioned above, the structural reinforcement of the transmission network includes the development of international interconnections, to ensure security of supply in Spain as well as the integration of the Spanish electricity market into other markets. The increase of interconnection capacity will enable Red Eléctrica to confront the greater variability of renewable generation, minimising waste in a context of increased green generation capacity, reducing the need for backup generation and facilitating the development of the internal energy market in Europe, which will be a key tool for the operation of the electricity system. In this regard, the development of interconnections with France, which connects the Spanish and Portuguese electricity systems to other European electricity systems, is key to Red Eléctrica's activities. Additionally, increasing and expanding these interconnections is one of the principal objectives of EU energy policy.

- (3) *Maintenance*: the maintenance of the equipment and systems that make up the high-voltage transmission network requires the application of strict quality controls, the use of predictive maintenance techniques, and the performance of intensive work.

As a result of the coordination between power downtime for construction and maintenance work, the quality of the facilities and use of the above-mentioned maintenance techniques, Red Eléctrica benefits from a high degree of availability of its electricity transmission facilities. This in turn has enabled Red Eléctrica to achieve the following service quality indicators in terms of security and continuity of supply as at 31 December 2024:

| Quality indicators                      | 2024(*) |
|---|---------|
| Network availability index (per cent.)  | 97.96   |
| Average interrupt time (AIT) in minutes | 0.05    |
| Energy not supplied (ENS) MWh           | 23.10   |

*Source: Red Eléctrica (\*) Provisional data*

#### *Remuneration model*

The current regulation for electricity transmission in Spain was approved by means of Circular 5/2019, of 5 December, of the National Markets and Competition Commission in Spain ("CNMC"), establishing the methodology for the calculation of the remuneration of the electric energy transmission activity ("**Circular 5/2019**"). This model establishes a framework for the remuneration of the electricity transmission activity, encouraging continuous improvement in management efficiency and network availability. This model is applicable for the current regulatory period 2020-2025.

The regulation establishes a formula for remunerating transmission assets, using a single methodology. This is based on net asset values of all assets in service at a rate indexed to the WACC (weighted average cost of capital) established by Circular 2/2019, of 12 November, establishing the methodology of calculation of the financial remuneration rate of the transmission and distribution of electric energy ("**Circular 2/2019**"), and with regulatory 6-year periods. The remuneration will be adjusted according to articles 18 and 19 of Circular 5/2019, related to adjustment in the remuneration due to the use of regulated assets for other activities and penalties resulting from the principle of financial prudence.

Each installation comprises a remuneration for investment and a remuneration for operation and maintenance. The model is based on benchmark unit investment costs, and unit operation and maintenance values. The guidance memorandum for Circular 5/2019 and Circular 7/2019, of 5 December, of the CNMC, approving the standard installations and the benchmark unit values for installation and maintenance by element of property plant and equipment to be used in the calculation of the remuneration of companies owners of electric energy transmission facilities ("**Circular 7/2019**") establishes that the unit investment cost remains unchanged for this new regulatory period, whereas the unit operation and maintenance cost have been updated according to the new values published in Circular 7/2019.

#### *Remuneration for investments*

Investment return ( $RI_n$ ): the remuneration for investments is comprised of an amount of annual depreciation ( $A_n^i$ ) and the return on the capital invested ( $RF_n^i$ ):

$$RI_n = A_n^i + RF_n^i$$

The calculation of the remuneration for investments takes into account the financial remuneration obtained by applying the financial remuneration rate to the value of the investment that has the right to remuneration in net terms.

The value of the investment is calculated as the real value of the investment plus/minus 50 per cent. of the difference between the benchmark unit value and the real value. However, this synergy in the construction of installations has a cap of 12.5 per cent. The model postpones the assets remuneration from year "n-2" when the asset is commissioned to the year "n" but a "delay factor mechanism" recognises the financial cost of this delay added to the value of the investment.

The financial remuneration rate is approved by Circular 2/2019 and is based on the WACC. The financial remuneration rate of 5.58 per cent. has been established for the current regulatory period 2020-2025, but for 2020 that rate was fixed in 6.003 per cent. The financial remuneration rate is subject to review at the end of the regulatory period. In 2024, a public consultancy period was opened and in July 2025 went out the proposal by the CNMC for a Circular on the modification of the financial remuneration rate, where a rate of 6.46 per cent is proposed for the period 2026-2031.

The asset is depreciated based on its regulatory useful life, which is 40 years for most installations.

#### *Operation and maintenance costs*

Operation and maintenance costs are remunerated by applying the benchmark unit values to all installations in operation.

As described under the title "*Remuneration model*", the new operation and maintenance unit values have been established by Circular 7/2019 for the current regulatory period 2020-2025. These operation and maintenance values have been reduced from the ones established in the Order IET/2659/2015 and applied over the last regulatory period. A 50 per cent. cap on the reduction has been implemented into the model, in order to distribute the impact of the new unit values on remuneration.

#### *Remuneration for Assets in operation*

The methodology approved by Circular 5/2019 applies to all installations, regardless of the date they entered into operation.

Nevertheless, for the valuation of fixed assets with the right to remuneration of installations in service, a distinction has been made between values in service before 1998, and those starting up after 1 January 1998:

- The value of assets entered into service before 1998 is calculated implicitly, based on the actual remuneration received for the investment component, with an average residual life set at 7 years from 1 January 2016. A resolution from the General Directorate of Energy Policy and Mines (*Dirección General de Política Energética y Minas*) ("**DGEPM**") of MITERD (as defined below) has increased the residual life for these assets in 1 year.
- The value of assets commissioned after 1998 and up to 31 December 2017 will be measured at their replacement cost based on benchmark unit values and considering their specific useful life.

#### *End of the assets' useful life*

Once an asset reaches the end of its regulatory useful life, the remuneration will be calculated (from 1 January 2024) as the value of its operation and maintenance remuneration plus REVU:

$$REVU_n^j = \mu_n^j \cdot ROM_n^j$$

$\mu_n^j$  is the coefficient for the extension of its useful life, varying between 0.3 and 1 depending on the number of years that the regulatory useful life is extended.

#### *Global incentive for availability of the transmission network*

Circular 5/2019 establishes incentives for the efficiency and availability of the transmission network. This global incentive can range from a maximum amount of +2.5 per cent. to a minimum amount of -3.5 per cent. of the O&M remuneration. The global incentive for the transmission company's availability is determined by comparing its availability in year "n-2", with the minimum global availability weighted index required and the target availability weighted index set for the regulatory period.

#### *Current remuneration of the transmission activity*

In 2019, Royal Decree-Law 1/2019 was passed, aimed at determining the distribution of new competencies between the Government and Independent Regulatory Authority, the CNMC. Until 2019, the MITERD was responsible for setting the remuneration model for the transmission activity (Royal Decree 1047/2013) and setting regulated annual revenues. Since 2020, these responsibilities, including setting the remuneration model (Circular 5/2019) and setting regulated annual revenues have been transferred to the CNMC.

Regulated annual revenues from the transmission activity had been set provisionally for the years 2016-2025 (MITERD 2016-2019 and CNMC 2020-2025). In December 2022, the MITERD approved the Orden TED/1343/2022, establishing the final remuneration for the electricity transmission activity for the period 2017-2019 (final remuneration for the year 2016 had also been approved by the MITERD through a different procedure in the context of a judicial claim). From that moment, the CNMC has already approved the definitive revenues for the period 2020-2022, with those for the years 2023, 2024 and 2025 still pending. The transmission company

receives the remuneration through a settlement methodology managed by the CNMC. According to this procedure, distributors communicate their monthly revenues from system access tariffs to the CNMC, who then deducts the relevant percentages to cover various fixed costs of the electricity system (*costes permanentes del sistema*), including diversification and security-of-supply costs from said revenues. These fixed costs also include payments made by the CNMC to fulfil the "specific remuneration regime" (*regimen retributivo específico*) applicable to renewable energy and other specific technologies. The resulting sum is used to cover recognised costs of transmission activities (in Red Eléctrica's case), distribution activities, and other regulated costs.

### ***System Operation***

Red Eléctrica operates in the Spanish mainland, island and non-mainland electricity systems, addressing the continuity and security of the electricity supply.

As system operator, Red Eléctrica aims to provide a balance between electricity output and consumption in Spain. To achieve this target, it predicts electricity demand and operates the generation and transmission facilities in a coordinated and real-time manner, ensuring that the programmed output of power stations meet actual consumer electricity demand.

In order to perform the functions with which it is entrusted, Red Eléctrica as system operator, must act in accordance with the following principles set out in Law 54/1997, and ratified in Law 24/2013:

- Independence
- Transparency
- Objectivity
- Economic efficiency

Power control centres are one of the basic elements used by Red Eléctrica to perform the functions assigned by the Electrical Sector Law as system operator. These centres coordinate and control the generation and transmission of electricity in real time.

In 2006, Red Eléctrica designed, implemented and started the operation of the Special Regime Control Centre ("**CECRE**") to integrate the maximum amount of generation from renewable energy sources into the electricity system, whilst ensuring quality levels and security of supply. This centre is integrated into the Electricity Control Centre ("**CECOEL**") responsible for coordinating operation and monitoring the generation and transmission facilities of the national electricity system in real time.

Circular 4/2019 of 27 November established a methodology to remunerate the operator of the electric system ("**Circular 4/2019**") and a price-fixing system to govern the price to be paid by agents intervening in the market for the services provided by the system operator in order to finance it. The methodology, based on a revenue cap scheme, includes a base remuneration which comprises a remuneration for investment based on amortization and financial compensation and a remuneration for operation and maintenance with an additional margin. Besides this base remuneration, the methodology includes a term for incentives and a term called regulatory account, which consists of a fixed amount to develop new obligations due to new regulations.

The regulatory parameters are established for 3-year periods. After the first being 2020-2022, the second period is now ending (2023-2025). The system operator remuneration for 2025 was approved in December 2024 by the Resolution of 12 December 2024 of CNMC. Circular 4/2019 was amended by Circular 1/2023, amongst others, which included some changes to the incentive scheme for the new regulatory period 2023-2025.

### **Environmental Matters**

In 1992, Redeia implemented the first environmental protection code in the Spanish electricity industry to regulate all of its activities. In 1998, it also established a formal environmental protection policy to govern all of its activities. Since October 2001, the Group uses an environmental management system, certified to the UNE-EN ISO 14001 standard, and registered under the EU Eco-Management and Audit Scheme (EMAS).

In 2004, the Group became the first business group from the energy sector in Spain to obtain an environmental certification from the Spanish Normalisation and Certification Association (*Asociación Española de Normalización y Certificación*) for all its electricity transmission activities and facilities.

The Group's commitment to operate in accordance with the most challenging requirements associated with environmental management forms an integral part of, and is reflected in, its environmental policy.

Red Eléctrica belongs to the most reputable sustainability indices, in recognition of its excellent track record in this domain and its firm commitment to transparency in its reporting to third parties. The company is a component of the following indices: Dow Jones Sustainability Index (DJSI), FTSE4Good, CDP, Euronext Vigeo Eiris, Ethibel and MSCI.

In 2018, Redeia Corporación transferred its sustainability priorities to the structure of its Board of Directors, creating the Sustainability Committee, to supervise and drive actions relating to the environment and the fight against climate change; ethical behaviour and the values associated with the development of a corporate culture that will sustain Redeia's success and business model; and the social impact on the communities affected by Redeia's activity. Creating this committee is a voluntary step, not a legal requirement, and is consistent with the strategic significance of sustainability for Redeia and the demands of Redeia's stakeholders.

The Company's main environmental impacts are those related to the construction of electricity transmission network facilities and their physical presence within the environment. The Group works to minimize these impacts, considering the entire life cycle of its facilities and paying special attention to the protection of biodiversity. In view of its role as a leading player in the transition towards a carbon-free energy model, Redeia has embraced a specific commitment in relation to the fight against climate change. Thus, the Group's environmental commitment takes shape across three main fronts: Environmental management and integration of facilities in the environment, Biodiversity protection, and Climate change.

Law 7/2021, of 20 May, on climate change and energetic transition entitles the Spanish government to request Red Eléctrica as TSO to prepare a decarbonization strategy for this activity in the context of the Decarbonization Strategy for Spain 2050, once the relevant regulation establishing the criteria to prepare said strategy is approved.

Management at Red Eléctrica believes that it is materially compliant with all environmental laws and regulations affecting its operations. There can be no assurance, however, that new regulations will not be made, which could have an adverse impact on its future operations.

Redeia, mainly through its activities in the electricity business, is a key and proactive agent in the energy transition towards a zero emissions model, the main elements of which should be: the electrification of the economy, the full integration of renewable energy into the energy mix, and efficiency, while always ensuring the security of supply. Furthermore, the Group's activities in developing telecommunications to make further progress towards digitalisation and connectivity can also contribute significantly to the ongoing process of decarbonising society.

Redeia's activities are therefore key to achieving climate and energy objectives in Spain and Europe, both in the medium (2030) and long term (climate neutrality by 2050). This position is reflected in the Group's Strategic Plan 2021-2025, the mainstay of which is to make the energy transition happen in Spain by championing the green and digital transition. The Company notably embraced a public and voluntary commitment in 2011 to combating climate change, which is embodied in its commitment to achieve net zero by 2050, in its emission reduction targets and in its Climate Change Action Plan. These were updated in 2021 to align with the global ambition of limiting the average temperature increase to 1.5 °C.

Redeia has a transition plan that envisions both climate change mitigation and climate change adaptation actions (Net Zero Transition Plan). The plan is closely integrated and harmonised with Redeia's overall strategy and financial planning. The plan contains a set of specific commitments and targets to reduce greenhouse gas emissions and become carbon neutral by 2050. The specific actions aimed at achieving the medium-term objectives are set out and detailed in the Climate Change Action.

## Management

The administration body of Red Eléctrica is formed by a sole administrator and this position is carried out by its parent company, Redeia Corporación.

The executive officers of the Group and their respective positions, as at the approval date of the Base Prospectus, are as follows:

| <b>Name of Officer</b>            | <b>Position</b>   |
|-----------------------------------|---|
| Ms. Beatriz Corredor Sierra       | Chairwoman  |
| Mr. Carlos Méndez-Trelles García  | General Counsel and Non-Director Secretary of the Board of Directors  |
| Ms. Miryam Aguilar Muñoz          | Corporate Director of External Relations, Communication and Territory |
| Ms. Eva Pagán Díaz                | Corporate Director of Sustainability and Research                     |
| Ms. Eva Rodicio González          | Manager of Internal Audit and Risk Control Management                 |
| Mr. Roberto García Merino         | Chief Executive Officer   |
| Mr. Ángel Luis Mahou Fernández    | General Director of Transmission                                      |
| Ms. Concepción Sánchez Pérez      | General Director of System Operation                                  |
| Mr. Juan Majada Tortosa           | General Director of International Business                            |
| Mr. Emilio Cerezo Diez            | Chief Financial Officer   |
| Mr. Mariano Aparicio Bueno        | General Director of Telecommunications                                |
| Mr. José Antonio Vernia Peris     | Corporate Director of Transformation and Resources                    |
| Mr. Julián Díaz-Peñalver Carrasco | Regulation Director   |
| Ms. Mónica Moraleda Saceda        | Legal Services Director   |
| Ms. Silvia Bruno de la Cruz       | Chief Innovation and Technology Officer                               |
| Mr. Carlos Puente Pérez           | Corporate Development Director  |

The business address of the executive officers is Paseo del Conde de los Gaitanes 177, 28109 Alcobendas, Madrid, Spain.

The directors of Red Eléctrica have no principal activities performed by them outside the Group which are significant with respect to Red Eléctrica.

To the best knowledge and belief of the Issuer and the Guarantors, as at the date of the Base Prospectus, there are no conflicts of interest between the duties of the persons listed above to the Guarantor, and their private interests or other duties in accordance with Spanish law.

## Overview of the Spanish Electricity Industry

The Spanish electricity industry, as with the rest of the countries in the EU, has been greatly influenced by European regulations. The publication of Directive 96/92/CE ("**Directive 96/92**") concerning common rules for



the internal electricity market, established clear objectives, a minimum criterion of liberalisation, as well as the introduction of levels of competence in the electricity sector.

Spain was one of the first countries to adapt its legislation to Directive 96/92 through the Electricity Act that entered into force in 1997, "**Ley 54/1997**". This act aimed to change the state of the electricity sector, from a structure based on vertically integrated companies organised as regional monopolies, to a liberalised electricity sector, based on free competition.

The overarching changes introduced by this act were the separation of regulated activities (transmission and distribution) from those on free competition (generation and supply), and the liberalisation of contracting and election of suppliers for consumers. This also included free access to transmission and distribution grids through the payment of an access tariff and the creation of the System Operator and Market Operator.

In accordance with this new regulatory framework, Red Eléctrica continued to pursue its transmission activity and was assigned the functions of "System Operator", resulting in the first Transmission System Operator (TSO) in Europe. Later, through the transposition of Directive 2003/54/CE and through Law 17/2007, Red Eléctrica was designated as the sole transmission and system operator in Spain.

The "Tariff Deficit" (the deficit between regulated costs and income obtained from tariffs) was one of the most considerable challenges in the Spanish electricity sector as a result of this regulatory framework. In order to eliminate this problem, numerous changes were made to the Electricity Act of 1997 to reduce regulatory costs, and to encourage the incremental increase in income of the electricity sector during the years 2012 and 2013. These changes precipitated the reform of electricity sector regulation, finally compiled in a new version of the Electricity Act ("**Ley 24/2013**"), which ratifies Red Eléctrica's designation as sole transmission and system operator.

Since 2013, after the tariff deficit problem had been tackled, the main regulatory focus in the electricity industry has been to promote the energy transition to a decarbonised economy. Currently, Spain has a Strategic Energy and Climate Framework, whose key elements include the National Integrated Energy and Climate Plan (PNIEC) 2021-2030 (currently under review to increase the ambition of its main energy and climate objectives) and Law 7/2021, of climate change and energy transition, which establishes the objective of climate neutrality by 2050.

### **Regulatory bodies in the Spanish electricity industry**

In January 2019, the Royal Decree-law 1/2019 about urgent measures to adapt competencies of the CNMC to requirements derived from Directives 2009/72/EC and 2009/73/EC of the European Parliament and of the Council of 13 July 2009 concerning common rules for the internal market in electricity and natural gas ("**Royal Decree-Law 1/2019**") was passed. This Decree-Law aimed at determining a new competencies distribution between the Government and Independent Regulatory Authority, the CNMC, that respects European Union regulatory framework, therefore providing the CNMC with the necessary independence to develop its functions.

Thus, with this Royal Decree-Law 1/2019, the CNMC was assigned some functions previously attributed to the State General Administration and the Ministry responsible for Energy as well as new functions related to its condition as advisory body of the Government in electrical matters.

After Royal Decree-law 1/2019, the State General Administration, currently through the Ministry of Ecological Transition and the Demographic Challenge ("**MITERD**"), remains as the main regulator of the electricity industry in Spain. Its main functions in this respect, amongst others, are establishing the basic regulations for electricity activities and to carry out the planning of electricity infrastructures, indicative for generation assets and binding for transmission facilities.

The CNMC also remains as an independent regulatory agency for the electricity sector, whose main function is to ensure effective competition and objective transparency in the electricity sector. Among others, the CNMC is responsible for fixing the structure and prices of electricity access tariffs, the functions related with determining the remuneration of transmission, distribution, system operation activities and those corresponding to access and connection to transmission and distribution grid conditions. In addition, the Royal Decree-Law 1/2019 also reinforces the CNMC function of supervising transmission grid planning and development.

### **Regulation of transmission activity**

The aim of the transmission activity is to transport electricity from generation to distribution points. The transmission grid in Spain is formed by lines, transformers and other elements of 220 kV or higher voltage, as

well as any international interconnections. In the Canary and Balearic Islands the voltage level on this matter is reduced to 66 kV and over.

Every 6 years, Red Eléctrica is required by law to propose the future needs of the system in order to guarantee security of supply and the need for new transmission infrastructure. Following such proposal, the MITERD challenge elaborates the Electricity Network Planning (*Planificación Eléctrica*). Such proposal must be approved by the Spanish Government, prior to submission to the Spanish National Parliament. The Plan 2021-2026 was approved by the Spanish Council of Ministers 22 March 2022, with an investment of more than EUR 6,964 million, to which a modification of specific aspects was added in 2024 for an additional EUR 489 million. The aim of this Plan is to deploy the relevant transmission network guaranteeing high levels of quality in the supply of electricity, to help Spain progress towards a carbon-free energy model and to fight against climate change.

Furthermore, the new transmission planning has already begun to be processed, following the publication of Order TED/1375/2023, initiating the procedure to make proposals for the development of the electricity transmission network with a 2030 horizon.

Furthermore, under Law 24/2013, a yearly investment plan must be presented by Red Eléctrica and approved by the MITERD. Additional approval by the MITERD is needed in order to build, modify, use, transfer or close and the decommissioning of a transmission facility. Among the factors taken into consideration when granting approval are:

- i. the technical and safety conditions of the facility and the corresponding equipment;
- ii. the existence of adequate measures for environmental protection;
- iii. the appropriateness of the proposed location; and
- iv. the legal, technical and financial capability of the applicant company.

The construction, operation and maintenance of Red Eléctrica's transmission facilities is remunerated through a methodology established by the National Regulatory Authority (*Comisión Nacional de los Mercados y la Competencia – CNMC*), and Red Eléctrica receives a monthly amount through a settlement process administered by the CNMC.

This methodology experienced numerous changes during the reform of electricity sector regulation and was finally established in the above-mentioned Circular 5/2019.

Additionally, Law 24/2013 states that third-party access to the Spanish transmission grid is to be managed by Red Eléctrica and that access may only be denied on the grounds of lack of capacity, on security grounds, regularity or quality of supply reasons, or by lack of economic efficiency and sustainability of electric system criteria. Royal Decree-Law 1/2019 also entailed a reorganisation of competences in the field of access and connection to networks between the CNMC and the Government. As a result, the Government adopted the Royal Decree 1183/2020 and CNMC the Circular 1/2019. Since approval of Royal Decree-law 1/2019, the competence for setting the fees for access to the grid is attributed to CNMC instead of MITERD.

### ***Regulation of system operator activity***

As discussed in the section entitled "*System Operation*", Law 24/2013 requires Red Eléctrica to perform the functions of system operator. In this capacity, Red Eléctrica is responsible for the technical operation of the electricity system, including the continuity and security of electricity supply and the co-ordination of generation and transmission systems.

As system operator, Red Eléctrica reviews the daily base operating schedule prepared by the market operator, identifying technical constraints and, eventually, the need to modify the schedule.

The system operation remuneration methodology was fixed by CNMC through Circular 4/2019 of 27 November amended by Circular 1/2023 (see *System Operation* section).

### ***The regulation of non-mainland electricity systems in Spain***

The peculiarities arising from the geographical location of non-mainland electricity systems creates the need for a special regulation of these systems. Law 24/2013 refers specifically to this need.

Regarding the activities of transmission and system operations in these territories, Law 24/2013 regulates the lower voltage level required for lines, transformers and other elements to be transmission facilities, and determines functions of system operators in non-mainland systems.

In order to reinforce this special regulation, 2013 saw the passing of Law 17/2013, of 29 October, for supply guarantee and competition enhancement in non-mainland territories that, among other provisions, created the possibility of assigning the ownership and operation of the pumping – storage facilities to the System Operator whose main purpose is providing guarantee of supply, system security, and integration of renewable energy.

In order to comply with this law, the Chira-Soria pumping storage project in Gran Canaria, originally assigned to Endesa, was officially passed on to Red Eléctrica on the 17 July 2015.

In 2015, Royal Decree 738/2015 was approved, establishing the administrative, economic and legal regime that applies to pumping storage facilities owned by the System Operator, providing the principles for a transparent and stable regulatory framework for these assets. In December 2022, the MITERD approved the remuneration model and the remuneration parameters of the Chira-Soria pumping storage project in Order TED/1243/2022. The remuneration parameters include investment income (amortisation and financial remuneration), O&M (fixed and variable) and remuneration associated with the construction phase, incentives for the activity of electric energy storage (related to renewable energy integration).

### ***The Internal Electricity Market***

The first approach to the realisation of the internal electricity market was taken in 1996 with the publication of Directive 96/92/EC of 19 December 1996 concerning common rules for the internal market in electricity, which established the necessary steps in order to:

- i. open up the construction of new electricity generation capacity to competition;
- ii. "unbundle" the accounts for electricity generation, transmission and distribution operations;
- iii. designate a transmission network and a distribution network operator; and
- iv. introduce a system of third-party access to the network.

Directive 2003/54/EC of the European Parliament and of the Council of 26 June 2003 concerning common rules for the internal market in electricity and repealing Directive 96/92/EC ("**Directive 2003/54/EC**") and Directive 2009/72/EC of the European Parliament and of the Council of 13 July 2009 concerning common rules for the internal market in electricity and repealing Directive 2003/54/EC ("**Directive 2009/72/EC**") established new regulations in order to continue with the construction of the internal electricity market. The 2003 Directive established rules on the organisation and functioning of the electricity industry in Member States, and amended the rules in the 1996 Directive, which had fallen short of the goal to create a transparent, non-discriminatory and competitive internal market in electricity.

The 2009 Directive, amongst other things, provided for the creation of a European network of transmission system operators (TSOs) of electricity (ENTSO-E), through which transmission system operators (TSOs) co-operate to manage and develop a coordinated European transmission grid. Since its creation, ENTSO-E has been working to promote the realisation and operation of the internal electricity market. To this end, ENTSO-E, in collaboration with the European Transmission System Operators (TSOs), has been working to develop Network Codes and Guidelines, European common rules referring to security of supply, information exchange, capacity allocation and congestion management, balancing, etc.

Additionally, Regulation 2009/714/EC sets out the provisions for the electricity exchanges within the EU and regulates the procedure of designation and certification of transmission system operators (TSOs), aimed at verifying the unbundling and independent performance of TSOs, in accordance with the principles established under Article 9 of the 2009 Directive.

The certification procedure of Red Eléctrica was completed in February 2015 with the publication in the Official Journal of European Union (OJEU) of the Notification of the Spanish Government to the European Commission, communicating the official approval and designation of Red Eléctrica as Transmission System Operator (TSO) in Spain.

From a regulatory European perspective, 2019 was of particular relevance due to the completion of a comprehensive update of the European Union's energy policy framework to facilitate the transition towards a cleaner energy system, and to deliver on the Paris Agreement commitments for reducing greenhouse gas emissions. This new regulatory framework, the so-called "Clean energy for all Europeans package" included, among other measures, a new Regulation (EU) 2019/943 of the European Parliament and of the Council of 5 June 2019 on the internal market for electricity, repealing Regulation (EC) 714/2009, and a new Directive (EU) 2019/944 of the European Parliament and of the Council of 5 June 2019 on common rules for the internal market for electricity repealing Directive 2009/72/EC. In 2024, during the European Commission's proposed reform of the internal electricity market, both the regulation and the directive were revised: Regulation (EU) 2024/1747 and Directive (EU) 2024/1711 were published.

The approval of Regulation (EU) 2018/1999 of the European Parliament and of the Council of 11 December 2018 on the Governance of the Energy Union and Climate Action is also of particular relevance for the achievement of the internal electricity market, which strongly affects Red Eléctrica and the Spanish power system and explicitly refers to the 15 per cent. interconnection target for 2030. In this regard, the conclusions of the "Lisbon Declaration" signed by Heads of State and Government from Spain, France, Portugal and the European Commission, on the occasion of the 2nd Energy Interconnections Summit held in Lisbon on the 27th July 2018 were also particularly relevant for Red Eléctrica, and for the Iberian Peninsula as a whole, as the signatories ratified their support to the Biscay Gulf interconnection Project and formally signed the "Grant agreement" of EUR578 Million (grant by the European Commission, from the "Connecting Europe Facility" funds).

In compliance with the provisions set out in the above-mentioned Regulation (EU) 2018/1999, Spain published its National Integrated Energy Plan 2021-2030 (PNIEC), updated in 2024 for the 2023 - 2030 period. This document stresses the importance of achieving the interconnection target and states the Government's purpose of raising the interconnection capacity with Portugal to 3.000 MW through a new interconnection and up to 8.000 MW with France through 3 new interconnections. These interconnections have obtained the status of Projects of Common Interest ("PCI"), making them eligible for EU funding from the Connecting Europe Facility ("CEF"). PCIs are mainly regulated in Regulation (EU) 2022/869, of the European Parliament and of the Council, of 30 May 2022, on guidelines for trans-European energy infrastructure, repealing Regulation (EU) No 347/2013.

## TAXATION

The following is a general description of certain Spanish, US, EU and Luxembourg tax considerations relating to the Notes. It does not purport to be a complete analysis of all tax considerations relating to the Notes, whether in those countries or elsewhere. Prospective purchasers of Notes should consult their own tax advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing of Notes and receiving payments of interest, principal and/or other amounts under the Notes and the consequences of such actions under the tax laws of those countries. This overview is based upon the law as in effect on the date of this Base Prospectus and is subject to any change in law that may take effect after such date.

### FATCA

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a **"foreign financial institution"** may be required to withhold on certain payments it makes (**"foreign passthru payments"**) to persons that fail to meet certain certification, reporting, or related requirements. A number of jurisdictions (including Spain) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (**"IGAs"**), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, such withholding would not apply prior to the date that is two years after the publication of the final regulations defining "foreign passthru payment" and Notes characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining "foreign passthru payments" are filed with the U.S. Federal Register generally would be "grandfathered" for purposes of FATCA withholding unless materially modified after such date. Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Notes.

### TAXATION IN SPAIN

The following is a general description of certain Spanish tax considerations. The information provided below does not purport to be a complete overview of tax law and practice currently applicable in the Kingdom of Spain and is subject to any changes in law and the interpretation and application thereof, which could be given with retroactive effect.

This information has been prepared in accordance with the following Spanish tax legislation in force at the date of this Base Prospectus:

- (a) of general application, Additional Provision One of Law 10/2014, as amended, as well as RD 1065/2007 as amended by RD 1145/2011;
- (b) for individuals with tax residency in Spain who are personal income tax (**"Personal Income Tax"**) taxpayers, Law 35/2006, of 28 November on Personal Income Tax and on the partial amendment of the Corporate Income Tax Law, Non Residents Income Tax Law and Wealth Tax Law as amended (the **"Personal Income Tax Law"**), and Royal Decree 439/2007, of 30 March promulgating the Personal Income Tax Regulations as amended along with Law 19/1991, of 6 June on Wealth Tax as amended and Law 29/1987, of 18 December on Inheritance and Gift Tax and Law 38/2022, for the establishment of temporary levies on energy and on financial credit institutions and introducing a temporary solidarity tax on large fortunes;
- (c) for legal entities resident for tax purposes in Spain which are corporate income tax (**"Corporate Income Tax"** or **"CIT"**) taxpayers, Law 27/2014 of 27 November on Corporate Income Tax (the **"CIT Law"**), and Royal Decree 634/2015 of 10 July promulgating the Corporate Income Tax Regulations (the **"Corporate Income Tax Regulations"**); and
- (d) for individuals and legal entities who are not resident for tax purposes in Spain and are non-resident income tax (**"Non-Resident Income Tax"**) taxpayers, Royal Legislative Decree 5/2004, of 5 March promulgating the Consolidated Text of the Non-Resident Income Tax Law as amended (the **"NRIT Law"**), and Royal Decree 1776/2004, of 30 July promulgating the Non-Resident Income Tax Regulations as amended (**"Non-**

**Resident Income Tax Regulations**"), along with Law 19/1991, of 6 June on Wealth Tax as amended 2014 and Law 29/1987, of 18 December on Inheritance and Gift Tax and Law 38/2022, for the establishment of temporary levies on energy and on financial credit institutions and introducing a temporary solidarity tax on large fortunes.

Whatever the nature and residence of the holder of a beneficial interest in the Notes (each, a "**Beneficial Owner**"), the acquisition and transfer of the Notes will be exempt from indirect taxes in Spain, for example exempt from transfer tax and stamp duty, in accordance with the consolidated text of such tax promulgated by Royal Legislative Decree 1/1993, of 24 September, and exempt from value added tax, in accordance with Law 37/1992, of 28 December regulating such tax.

## **1 Individuals with Tax Residency in Spain**

### **1.1 Personal Income Tax (*Impuesto sobre la Renta de las Personas Físicas*)**

Both interest periodically received and income deriving from the transfer, redemption or repayment of the Notes would constitute a return on investment obtained from the transfer of own capital to third parties in accordance with the provisions of Section 25.2 of the Personal Income Tax Law, and should be included in each investor's taxable savings and taxed at the tax rate applicable from time to time, currently 19 per cent. for taxable income up to €6,000.00 21 per cent. for taxable income between €6,000.01 and €50,000.00, 23 per cent. for taxable income between €50,000.01 and €200,000.00, 27 per cent. for taxable income between €200,000.01 and €300,000, 30 per cent. for taxable income exceeding €300,000.00. As a general rule, both types of income are subject to a withholding tax on account at the current rate of 19 per cent.

(a) *In respect of the Bearer Notes* – According to Section 44.5 of RD 1065/2007, of 27 July, the Issuer will make interest payments to individual holders who are resident for tax purposes in Spain without withholding provided that the relevant information about the Bearer Notes set out in Annex I is submitted by the Fiscal Agent in a timely manner. In addition, income obtained upon transfer, redemption or exchange of the Notes may also be paid without withholding.

Notwithstanding the above, withholding tax at the current applicable rate of 19 per cent. may have to be deducted by other entities (such as depositaries, institutions or financial entities) provided that such entities are resident for tax purposes in Spain or have a permanent establishment in Spanish territory.

(b) *In respect of the Book-entry Notes* – A 19 per cent. withholding on account of Personal Income Tax will be imposed on interest payments by the Issuer.

However, with certain exceptions, income derived from the transfer of the Book-entry Notes should not be generally subject to withholding on account of Personal Income Tax provided that the Notes are:

- (i) Registered under book-entries (*anotaciones en cuenta*); and
- (ii) traded in a Spanish official secondary market (*mercado secundario oficial*), such as AIAF.

Except that withholding tax shall apply to the part of the transfer price that corresponds to the accrued interest when the transfer of the Book-entry Notes takes place within the 30-day period prior to the moment in which such interest is due, when the following requirements are fulfilled: (i) the acquirer is an individual or entity not resident in Spanish territory, or is a taxable person for CIT purposes; and (ii) the express yield derived from the Book-entry Notes being transferred is exempt from the obligation to withhold in relation to the acquirer.

In any event, individual holders may credit the withholding against their Personal Income Tax liability for the relevant fiscal year.

### **1.2 Wealth Tax (*Impuesto sobre el Patrimonio*) and Solidarity Tax (*Impuesto Temporal de Solidaridad de las Grandes Fortunas*)**

Individuals with tax residency in Spain will be subject to Wealth Tax to the extent that their net worth exceeds €700,000 (subject to any exceptions provided under relevant legislation in an autonomous region (*Comunidad Autónoma*)). Therefore, they should take into account the value of the Notes which they hold as at 31 December in each year, the applicable rates ranging between 0.2 per cent. and 3.5 per cent.

In addition to the above, the so-called "Solidarity Tax" was approved in December 2022, for a period of two-years and extended indefinitely, with effect from fiscal year 2024, by virtue of Royal Decree-law 8/2023 of December 27. It is a direct wealth tax that, in general terms, applied, under certain conditions, to those residents in an autonomous region where the Wealth Tax is partially or fully exempt. The amount payable for this tax could be reduced by the amount paid for Wealth Tax.

The rates of the "Solidarity Tax" are

| Taxable base up to (Euros) | Tax due (Euros) | Rest of taxable base (Euros) | Rate |
|----------------------------|-----------------|------------------------------|------|
| 0.00                       | 0.00            | 3,000,000.00                 | 0%   |
| 3,000,000.00               | 0.00            | 2,347,998.03                 | 1.7% |
| 5,347,998.03               | 39,915.97       | 5,347,998.03                 | 2.1% |
| 10,695,996.06              | 152,223.93      | Any excess                   | 3.5% |

Note that the regulation lays down a minimum exempt amount of €700,000 which means that its effective impact, in general, will occur when the net wealth, not tax exempt, is greater than €3,700,000.

### 1.3 Inheritance and Gift Tax (*Impuesto sobre Sucesiones y Donaciones*)

Individuals resident in Spain for tax purposes who acquire ownership or other rights over any Notes by inheritance, gift or legacy will be subject to the Inheritance and Gift Tax in accordance with the applicable Spanish regional or State rules (subject to any regional tax exemptions being available to them). The applicable effective tax rates can range between 0 per cent and 81.6 per cent subject to any specific regional rules, depending on relevant factors.

## 2 Legal Entities with Tax Residency in Spain

### 2.1 Corporate Income Tax (*Impuesto sobre Sociedades*)

Both interest periodically received and income derived from the transfer, redemption or repayment of the Notes constitute a return on investments for tax purposes obtained from the transfer to third parties of own capital and would have to be included in profit and taxable income of legal entities with tax residency in Spain for Corporate Income Tax purposes in accordance with the rules for Corporate Income Tax. The current general tax rate according to CIT Law is 25 per cent.

(a) *In respect of the Bearer Notes* – In accordance with Section 44.5 of RD 1065/2007, there is no obligation to withhold on income payable to Spanish CIT taxpayers. Consequently, the Issuer will not withhold on interest payments to Spanish CIT taxpayers in the terms described under "Information about the Notes in Connection with Payments" below.

Income derived from the transfer of the Notes shall not be subject to withholding tax as provided by Section 61(s) of the Corporate Income Tax Regulations, to the extent that the Notes satisfy the requirements laid down by the reply to the Directorate General for Taxation's (Dirección General de Tributos) consultation, on 27 July 2004, indicating that in the case of issuances made by entities with tax residency in Spain, (as in the case of the Issuer), application of the exemption requires that the Notes be placed outside Spain in another OECD country and traded on organised markets in OECD countries.

However, in the case of Notes held by Spanish resident entity and deposited with a Spanish resident entity acting as depositary or custodian, payments of interest under the Notes may be subject to withholding tax at the current rate of 19 per cent., withholding that will be made by the depositary or custodian, if the Notes do not comply with the exemption requirements specified in the ruling issued by the Spanish Tax Authorities (Dirección General de Tributos) dated 27 July 2004 and require a withholding to be made.

Notwithstanding the above, amounts withheld, if any, may be credited by the relevant investors against its final CIT liability.

(b) *In respect of the Book-entry Notes* – Pursuant to Section 44.4 of RD 1065/2007, there is no obligation to withhold on income payable to CIT taxpayers. Consequently, the Issuer will not withhold tax on interest payments to Spanish CIT taxpayers provided that the reporting obligations described under "Information about the Notes in Connection with Payments" below are complied with.

With regard to income derived from the transfer of the Book-entry Notes, in accordance with article 61.q of the CIT regulations, there is no obligation to withhold on income obtained by Spanish CIT taxpayers provided that the relevant securities are:

- (i) registered under book-entries (*anotaciones en cuenta*); and
- (ii) traded in a Spanish official secondary market (*mercado secundario oficial*), such as AIAF.

## 2.2 **Wealth Tax (*Impuesto sobre el Patrimonio*) and Solidarity Tax (*Impuesto Temporal de Solidaridad de las Grandes Fortunas*)**

Spanish resident legal entities are not subject to Wealth Tax nor to Solidarity Tax.

## 2.3 **Inheritance and Gift Tax (*Impuesto sobre Sucesiones y Donaciones*)**

Legal entities tax resident in Spain which acquire ownership or other rights over the Notes by inheritance, gift or legacy are not subject to Inheritance and Gift Tax and must include the market value of the Notes in their taxable income for Spanish Corporate Income Tax purposes.

# 3 **Individuals and Legal Entities with no Tax Residency in Spain**

## 3.1 **Non-Resident Income Tax (*Impuesto sobre la Renta de No Residentes*)**

Income obtained by Noteholders who are Non-Resident Income Tax taxpayers, both on interest and in connection with the transfer, repayment or redemption of the Notes, whether or not through a permanent establishment, shall be considered Spanish source of income and therefore subject to taxation in Spain under the NRIT Law, without prejudice to the provisions contained in any applicable tax treaty for the avoidance of double taxation.

### (a) *Non-Spanish resident investors acting through a permanent establishment in Spain*

Ownership of the Notes by investors who are not resident for tax purposes in Spain will not in itself create the existence of a permanent establishment in Spain.

If the Notes form part of the assets of a permanent establishment in Spain of a person or legal entity who is not resident in Spain for tax purposes, the tax rules applicable to income deriving from such Notes are the same as those for Spanish Corporate Income Tax taxpayers.

### (b) *Non-Spanish resident investors not acting through a permanent establishment in Spain*

Both interest payments periodically received and income derived from the transfer, redemption or repayment of the Notes, obtained by individuals or entities who have no tax residency in Spain, and which are Non-Resident Income Tax taxpayers with no permanent establishment in Spain, are exempt from such Non-Resident Income Tax on the same terms laid down for income from public debt. In relation to payments made by the Issuer in respect of the Notes, please see "Information about the Notes in Connection with Payments" below.

## 3.2 **Wealth Tax (*Impuesto sobre el Patrimonio*) and Solidarity Tax (*Impuesto Temporal de Solidaridad de las Grandes Fortunas*)**

Individuals resident in a country with which Spain has entered into a double tax treaty in relation to the Wealth Tax would generally not be subject to such tax. Otherwise, non-Spanish resident individuals whose properties and rights located in Spain, or that can be exercised within the Spanish territory exceed €700,000 in respect of each tax year would be subject to Wealth Tax, the applicable rates ranging between 0.2 per cent. and 3.5 per cent., without prejudice to any other exemption that may be applicable. Individuals that



are not resident in Spain for tax purposes may apply the rules approved by the autonomous region where the assets and rights with more value (i) are located, (ii) can be exercised or (iii) must be fulfilled.

In addition to the above, the so-called "Solidarity Tax" was approved in December 2022, for a period of two-years and extended indefinitely, with effect from fiscal year 2024, by virtue of Royal Decree-law 8/2023 of December 27. It is a direct wealth tax that, in general terms, applied, under certain conditions, to those residents in an autonomous region where the Wealth Tax is partially or fully exempt. The amount payable for this tax could be reduced by the amount paid for Wealth Tax.

The rates of the "Solidarity Tax" are

| Taxable base up to (Euros) | Tax due (Euros) | Rest of taxable base (Euros) | Rate |
|----------------------------|-----------------|------------------------------|------|
| 0.00                       | 0.00            | 3,000,000.00                 | 0%   |
| 3,000,000.00               | 0.00            | 2,347,998.03                 | 1.7% |
| 5,347,998.03               | 39,915,97       | 5,347,998.03                 | 2.1% |
| 10,695,996.06              | 152,223,93      | Any excess                   | 3.5% |

Note that the regulation lays down a minimum exempt amount of €700,000 which means that its effective impact, in general, will occur when the net wealth, not tax exempt, is greater than €3,700,000.

### 3.3 Inheritance and Gift Tax (*Impuesto sobre Sucesiones y Donaciones*)

Individuals not tax resident in Spain who acquire ownership or other rights over the Notes by inheritance, gift or legacy, and who reside in a country with which Spain has entered into a double tax treaty in relation to Inheritance and Gift Tax will be subject to the relevant double tax treaty.

If the provisions of the foregoing paragraph do not apply, such individuals will be subject to Inheritance and Gift Tax in accordance with Spanish legislation.

According to the Additional Provision Two of the Inheritance and Gift Tax Law, non-Spanish tax resident individuals may be subject to Spanish Inheritance and Gift Tax in accordance with the rules set forth in the relevant autonomous regions in accordance with the law. As such, prospective investors should consult their tax advisers.

Non-Spanish resident legal entities which acquire ownership or other rights over the Notes by inheritance, gift or legacy are not subject to Inheritance and Gift Tax. They will be subject to Non-Resident Income Tax. If the legal entity is resident in a country with which Spain has entered into a double tax treaty, the provisions of such treaty will apply. In general, double-tax treaties provide for the taxation of this type of income in the country of residence of the beneficiary.

## 4 Information about the Notes in Connection with Payments

(a) *In respect of the Bearer Notes* – in accordance with article 44.5 of the regulations approved by Royal Decree 1065/2007, for the purposes of preparing the tax annual to be submitted by the Issuer, certain information with respect to the Bearer Notes must be submitted by the Fiscal Agent in a timely manner (i.e. before the close of business on the business day immediately preceding the date on which any payment of interest, principal or any amount in respect of the early redemption of the Bearer Notes is due) in the form of a duly executed and completed statement (the "**Payment Statement in Respect of the Bearer Notes**") which shall include the following information:

- (a) Identification of the Bearer Notes in respect of which the relevant payment is made;

- (b) date on which relevant payment is made;
- (c) the total amount of the relevant payment; and
- (d) the amount of the relevant payment and to each entity that manages a clearing and settlement system for securities situated outside Spain.

In particular, the Fiscal Agent must certify the information above about the Notes by means of a certificate the form of which is attached as Annex I of this Base Prospectus.

In light of the above, the Issuer and the Fiscal Agent have arranged certain procedures to facilitate the collection of information concerning the Notes by the close of business on the Business Day immediately preceding each relevant Payment Date. If, despite these procedures, the relevant information is not received by the Issuer on each Payment Date, the Issuer will withhold tax at the then-applicable rate (as at the date of this Base Prospectus, 19 per cent.) from any payment in respect of the relevant Notes as to which the required information has not been provided. The Issuer will not pay any additional amounts with respect to any such withholding.

Accordingly, the Issuer will not be liable for any damage or loss suffered by any holder who would otherwise be entitled to an exemption from Spanish withholding tax but whose income payments are nonetheless paid net of Spanish withholding tax because these procedures prove ineffective. Moreover, the Issuer will not pay any additional amounts with respect to any such withholding. The procedures for providing documentation referred to in this section are set out in detail in the fiscal agency agreement dated 13 June 2022 (the "**Fiscal Agency Agreement**") which may be inspected during normal business hours at the specified office of the Fiscal Agent. In particular, if the Fiscal Agent does not act as common depositary, the procedures described in this section will be modified in the manner described in the Fiscal Agency Agreement.

(b) *In respect of the Book-entry Notes* – in accordance with article 44.4 of the regulations approved by Royal Decree 1065/2007, for the purposes of preparing the tax annual to be submitted by the Issuer, certain information with respect to the Book-entry Notes must be submitted by the Iberclear Members that have the Book-entry Notes registered in their securities account on behalf of third parties, as well as the entities that manage the clearing systems located outside Spain that have an agreement with Iberclear, if applicable, in a timely manner (i.e. before the close of business on the business day immediately preceding the date on which any payment of interest, principal or any amount in respect of the early redemption of the Book-entry Notes is due) in the form of a duly executed and completed statement (the "**Payment Statement in Respect of the Book-entry Notes**") in the form set out as Annex I of this Base Prospectus which shall include the following information:

- Identification of the Book-entry Notes;
- Date on which relevant payment is made;
- Total amount of the income paid by the Issuer;
- Amount of the income corresponding to individuals resident in Spain that are Personal Income Tax payers; and
- Amount of the income that must be paid on a gross basis.

## 5 The proposed European financial transactions tax

On 14 February 2013, the European Commission published a proposal (the "**Commission's Proposal**") for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the "**participating Member States**"). However, Estonia has since stated that it will not participate.

The Commission's Proposal has very broad scope and could, if introduced, apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances. The issuance and subscription of Notes should, however, be exempt.

Under the Commission's Proposal, FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Notes where

at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

However, the FTT proposal remains subject to negotiation between the participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate and participating Member States may decide not to participate.

Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

Please note that this is for general information purposes only and is not intended to be nor shall it be deemed to be, or constitute legal advice.

### **The Spanish financial transactions tax**

On 16 October 2020, Act 5/2020 of 15 October 2020 on the Spanish Financial Transactions Tax (the "**Spanish FTT**" and the "**FTT Law**" as appropriate) was approved by the Spanish government and published in the Spanish Official Gazette. The Spanish FTT is levied on acquisitions for consideration of shares in certain Spanish companies. Moreover, the Spanish FTT is based on the so-called principle of issue and raises a 0.2% tax on all purchases of shares issued in Spain by listed companies with over €1,000 million market capitalisation. The tax is payable by investment services firms and credit institutions acting on their own account.

The list of in-scope shares will be published on the Spanish tax authorities' website before 31 December each year. According to the terms of the Spanish FTT Law, this tax should not apply to the acquisition of the Notes.

Perspective holders of the Notes are advised to seek their own professional advice in relation to the Spanish FTT.

*Set out below is Annex I. The information has been presented in English only as the language of this Base Prospectus is English. The English has been translated from the original Spanish and such translations constitute direct and accurate translations of the Spanish language text. However, only the Spanish language text of Annex I is recognised under Spanish law. In the event of any discrepancy between the Spanish language version of the certificate contained in Annex I and the corresponding English translation, the Spanish tax authorities will give effect to the Spanish language version of the relevant certificate only.*

## ANNEX I

### ANNEX TO ROYAL DECREE 1065/2007, OF 27 JULY, APPROVING THE GENERAL REGULATIONS OF THE TAX INSPECTION AND MANAGEMENT PROCEDURES AND DEVELOPING THE COMMON RULES OF THE PROCEDURES TO APPLY TAXES

#### **Declaration form referred to in paragraphs 3, 4 and 5 of Article 44 of the General Regulations of the tax inspection and management procedures and developing the common rules of the procedures to apply taxes**

Mr. (name), with tax identification number (...)<sup>(1)</sup>, in the name and on behalf of (entity), with tax identification number (...)<sup>(1)</sup> and address in (...) as (function - mark as applicable):

- (a) Management Entity of the Public Debt Market in book entry form.
- (b) Entity that manages the clearing and settlement system of securities resident in a foreign country.
- (c) Other entities that hold securities on behalf of third parties within clearing and settlement systems domiciled in the Spanish territory.
- (d) Fiscal Agent appointed by the issuer.

Makes the following statement, according to its own records:

1. In relation to paragraphs 3 and 4 of Article 44:

1.1 Identification of the securities.....

1.2 Income payment date (or refund if the securities are issued at discount or are segregated)

1.3 Total amount of income (or total amount to be refunded, in any case, if the securities are issued at discount or are segregated)

1.4 Amount of income corresponding to Personal Income Tax taxpayers, except segregated coupons and segregated principals for which reimbursement an intermediary entity is involved.....

1.5 Amount of income which according to paragraph 2 of Article 44 must be paid gross (or total amount to be refunded if the securities are issued at discount or are segregated).

2. In relation to paragraph 5 of Article 44.

2.1 Identification of the securities.....

2.2 Income payment date (or refund if the securities are issued at discount or are segregated) .....

2.3 Total amount of income (or total amount to be refunded if the securities are issued at discount or are segregated)

2.4 Amount corresponding to the entity that manages the clearing and settlement system of securities resident in a foreign country A.

2.5 Amount corresponding to the entity that manages the clearing and settlement system of securities resident in a foreign country B.

2.6 Amount corresponding to the entity that manages the clearing and settlement system of securities resident in a foreign country C.

I declare the above in ..... on the.... of ..... of ....

<sup>(1)</sup>In case of non-residents (individuals or corporations) without permanent establishment in Spain it shall be included the number or identification code which corresponds according to their country of residence.

## SUBSCRIPTION AND SALE

Notes may be sold from time to time by the Issuer to any one or more of the Dealers (as defined in an amended and restated Dealer Agreement dated 17 July 2025 (the "**Dealer Agreement**")). The arrangements under which Notes may from time to time be agreed to be sold by the Issuer to, and purchased by, Dealers are set out in the Dealer Agreement and made between the Issuer, the Guarantors and the Dealers. Any such agreement will, *inter alia*, make provision for the form and terms and conditions of the relevant Notes, the price at which such Notes will be purchased by the Dealers and the commissions or other agreed deductibles (if any) payable or allowable by the Issuer in respect of such purchase. The Dealer Agreement makes provision for the resignation or termination of appointment of existing Dealers and for the appointment of additional or other Dealers either generally in respect of the Programme or in relation to a particular Tranche of Notes.

### United States of America

*Regulation S Category 2; TEFRA D or TEFRA C as specified in the relevant Final Terms or neither if TEFRA is specified as not applicable in the relevant Final Terms.*

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons. Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered and sold, and will not offer and sell, Notes (i) as part of their distribution at any time and (ii) otherwise until 40 days after the completion of the distribution of the Notes comprising the relevant tranche, within the United States or to, or for the account or benefit of, U.S. persons. Accordingly, the Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that neither it, nor its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts with respect to the Notes, and that it and they have complied and will comply with the offering restrictions requirement of Regulation S. Each Dealer has also agreed, and each further Dealer appointed under the Programme will be required to agree, that, at or prior to confirmation of sale of Notes, it will have sent to each distributor, dealer or person receiving a selling commission, fee or other remuneration that purchases Notes from it a confirmation or notice to substantially the following effect:

"The Securities covered hereby have not been registered under the U.S. Securities Act of 1933, as amended (the "Securities Act"), and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of the Securities except in either case in accordance with Regulation S under the Securities Act. Terms used above have the meanings given to them by Regulation S."

In addition, until 40 days after the commencement of the offering, an offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

Terms used in this section have the meanings given to them by Regulation S.

### ***Prohibition of Sales to EEA Retail Investors***

Each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms (or are the subject of the offering contemplated by a Drawdown Prospectus, as the case may be) in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision the expression "retail investor" means a person who is one (or more) of the following:

- (a) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
- (b) a customer within the meaning of the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

### ***Prohibition of Sales to UK Retail Investors***

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms thereto (or are the subject of the offering contemplated by a Drawdown Prospectus, as the case may be) in relation thereto to any retail investor in the United Kingdom. For the purposes of this provision the expression retail investor means a person who is one (or more) of the following:

- (a) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "EUWA"); or
- (b) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA.

### **Other UK regulatory restrictions**

Each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that:

- (a) ***No deposit-taking:*** in relation to any Notes having a maturity of less than one year:
  - (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business; and:
  - (ii) it has not offered or sold and will not offer or sell any Notes other than to persons:
    - (A) whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses; or
    - (B) who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses,

where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer;

- (b) ***Financial promotion:*** it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer or the Guarantors; and
- (c) ***General compliance:*** it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

### **Japan**

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the "FIEA") and, accordingly, each Dealer has represented and agreed that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, any resident of Japan or to others for re-offering or resale, directly or indirectly, in Japan or to any resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and other relevant laws and regulations of Japan. As used in this paragraph, "**resident of Japan**" means any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

### **Switzerland**

- (a) Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that, subject to paragraph (b) below:

- (i) the Notes may not be publicly offered, directly or indirectly, in or into Switzerland within the meaning of the Swiss Financial Services Act of 15 June 2018, as amended (the "**FinSA**"), except to (y) any investor that qualifies as a professional client within the meaning of the FinSA, or (z) in another circumstances falling within article 36 of the FinSA, provided, in each case, that no such offer of Notes shall require the publication of a prospectus and/or the publication of a key information document (*Basisinformationsblatt*) ("**KID**") (or an equivalent document pursuant to the FinSA), and will not be admitted to trading on a trading venue (exchange or multilateral trading facility) in Switzerland;
  - (ii) neither this Base Prospectus nor any Final Terms nor any other offering or marketing material relating to any Notes (y) constitutes a prospectus as such term is understood pursuant to the FinSA or a KID (or an equivalent document pursuant to the FinSA), or (z) has been or will be filed with or approved by a review body within the meaning of article 52 of the FinSA; and
  - (iii) neither this Base Prospectus nor any Final Terms nor other offering or marketing material relating to any Notes may be distributed or otherwise made available in Switzerland in a manner which would require the publication of a prospectus or a KID (or an equivalent document) in Switzerland pursuant to the FinSA.
- (b) Notwithstanding paragraph (a) above,
- (i) in the case of any Tranche of Notes to be issued (y) that has a minimum denomination of at least CHF 100,000 (or equivalent in another currency), and (z) with respect to which no application to admit such Notes to trading on a trading venue (exchange or multilateral trading facility) in Switzerland will be made, such Notes may be publicly offered in Switzerland in reliance on the applicable exemption from the requirement to prepare and publish a prospectus under the FinSA; and
  - (ii) otherwise, in respect of any Tranche of Notes to be issued, the Issuer and the relevant Dealer(s) may agree that (y) such Notes may be publicly offered in Switzerland within the meaning of the FinSA and/or (z) an application will be made by (or on behalf of) the Issuer to admit such Notes to trading on a trading venue (exchange or multilateral trading facility) in Switzerland, *provided* that the Issuer and the relevant Dealer(s) agree to comply, and comply, with any applicable requirements of the FinSA in connection with such offering and/or application for admission to trading (including, if applicable, the requirement to prepare and publish a prospectus under the FinSA).
- (c) Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that under no circumstances may Notes with a derivative character within the meaning of article 86(2) of the Swiss Financial Services Ordinance of 6 November 2019, as amended, be offered or recommended to private clients within the meaning of the FinSA in Switzerland, unless a KID (or an equivalent document under the FinSA) has been prepared in relation to such Notes.

## Singapore

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Base Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Base Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the "**SFA**")) pursuant to Section 274 of the SFA, or (ii) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA.

## Kingdom of Spain

Each Dealer and the Issuer has represented and agreed that the offers of the Notes in Spain will be directed specifically at or made to professional clients (*clientes profesionales*) as this term is defined in Article 194 of the Spanish Law 6/2023, of 17 March, on the Securities Markets and the Investment Services (*Ley 6/2023, de 17 de marzo, de los Mercados de Valores y de los Servicios de Inversión*) (as amended or replaced from time to time, the "**Spanish Securities Markets and Investment Services Law**"), and Article 112 of Royal Decree 813/2023, of 8 November, on the legal regime applicable to investment services companies and other entities providing investment services (*Real Decreto 813/2023, de 8 de noviembre, sobre el régimen jurídico de las empresas de servicios de inversión y de las demás entidades que prestan servicios de inversión*) (as amended or replaced from time to time), and eligible counterparties (*contrapartes elegibles*) as defined in Article 196 of the Spanish Securities Markets and Investment Services Law.

## General

Each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has complied and will comply to the best of its knowledge and belief (on reasonable grounds after making all reasonable investigations) with all applicable securities laws and regulations in each country or jurisdiction in or from which it purchases, offers, sells or delivers Notes or possesses, distributes or publishes this Base Prospectus or any Final Terms or any related offering material, in all cases at its own expense. Other persons into whose hands this Base Prospectus or any Final Terms comes are required by the Issuer, the Guarantors and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver Notes or possess, distribute or publish this Base Prospectus or any Final Terms or any related offering material, in all cases at their own expense.

The Dealer Agreement provides that the Dealers shall not be bound by any of the restrictions relating to any specific jurisdiction (set out above) to the extent that such restrictions shall, as a result of change(s) or change(s) in official interpretation, after the date hereof, of applicable laws and regulations, no longer be applicable but without prejudice to the obligations of the Dealers described in the paragraph headed "General" above.

Selling restrictions may be supplemented or modified with the agreement of the Issuer. Any such supplement or modification may be set out in a supplement to this Base Prospectus or Drawdown Prospectus, as applicable.

The Dealers are entitled in certain circumstances to be released and discharged from their obligations under the Dealer Agreement prior to the closing of the issue of the Notes, including in the event that certain conditions precedent are not delivered or met to their satisfaction on the Issue Date. In this situation, the issuance of the Notes may not be completed. Investors will have no rights against the Issuer or Dealers in respect of any expense incurred or loss suffered in these circumstances.



## GENERAL INFORMATION

### 1 Authorisation

The establishment of the Programme was duly authorised by resolutions of (i) the sole shareholder of the Issuer passed on 23 June 2009; (ii) the sole manager of Red Eléctrica passed on 23 June 2009; and (iii) the Board of Directors of Redeia Corporación passed on 28 May 2009. The authorisation of the increase of the amount of the programme was duly authorised by resolutions of (i) the sole shareholder of the Issuer passed on 20 May 2015; (ii) the administration body of Red Eléctrica passed on 20 May 2015; and (iii) the administration body of Redeia Corporación passed on 28 April 2015. The update of the Programme was duly authorised by resolutions of (i) the sole shareholder of the Issuer passed on 30 May 2025; (ii) the administration body of Red Eléctrica passed on 28 May 2025; and (iii) the administration body of Redeia Corporación passed on 30 April 2025. The Issuer and each Guarantor has obtained or will obtain from time to time all necessary consents, approvals and authorisations in connection with the issue and performance of the Notes and the giving of the guarantees relating to them.

### 2 Legal and Arbitration Proceedings

Except as provided in the section entitled "*Risks associated with the Group's operation, management and construction of transmission grid and telecommunications facilities*", to the best of the Issuer's and the Guarantors' knowledge, there are no governmental, legal or arbitration proceedings, (including any such proceedings which are pending or threatened, of which the Issuer or the Guarantors are aware), which may have, or have had during the 12 months prior to the date of this Base Prospectus, a significant effect on the financial position or profitability of the Issuer or the Guarantors.

### 3 Significant/Material Change

Save as disclosed in the section entitled "*Recent Developments*", since the latest consolidated audited financial statements of Redeia Corporación incorporated by reference in this Base Prospectus there has been no material adverse change in the prospects of Redeia Corporación or the Group. To the best of Redeia Corporación's knowledge, since the latest published financial statements of Redeia Corporación incorporated by reference in this Base Prospectus there has been no significant change in the financial position or financial performance of Redeia Corporación or the Group.

Save as disclosed in the section entitled "*Recent Developments*", since 31 December 2024 there has been no material adverse change in the prospects of the Issuer or Red Eléctrica. To the best of the Issuer's and the Red Eléctrica's knowledge, since 31 December 2024, there has been no significant change in the financial position or performance of the Issuer or Red Eléctrica.

### 4 Independent Auditors

The Spanish language original consolidated annual accounts of Redeia Corporación and its consolidated subsidiaries as at and for the years ended 31 December 2023 and 31 December 2024, the Spanish language original non-consolidated annual accounts of Red Eléctrica as at and for the years ended 31 December 2023 and 31 December 2024 and the Spanish language non-consolidated original accounts of the Issuer as at and for the years ended 31 December 2023 and 31 December 2024 have been audited and a report for each of these annual accounts has been issued, without qualification, by Ernst & Young, S.L., whose address for these purposes is Calle Raimundo Fernández Villaverde 65, 28003 Madrid (Spain), registered with the Commercial Registry of Madrid under volume 9.364 general, 8.130 of section 3a, page 68 and sheet M-87.690-1 holder of tax identification number (NIF) B-78970506 and registered with the Official Registry of Accounting Auditors (ROAC) under number S0530.

### 5 Documents on Display

Copies of the following documents (together with English translations thereof) may be inspected during normal business hours at the offices of Deutsche Bank AG, London Branch at 21 Moorfields, London EC2Y 9DB, United Kingdom for 12 months from the date of this Base Prospectus:

- (a) the constitutive documents (*estatutos*) of the Issuer;
- (b) the constitutive documents (*estatutos*) of each of the Guarantors;

- (c) the English translation of the audited non-consolidated annual accounts of the Issuer as at and for each of the years ended 31 December 2024 and 31 December 2023 prepared in accordance with generally accepted accounting principles in Spain;
- (d) the English translation of the audited consolidated annual accounts of Redeia Corporación, Sociedad Anónima and its consolidated subsidiaries as at and for each of the years ended 31 December 2024 and 31 December 2023 prepared in accordance with International Financial Reporting Standards as adopted by the European Union;
- (e) the English translation of the unaudited Financial Results of Redeia Corporación, Sociedad Anónima for the three month period ended 31 March 2025;
- (f) the English translation of the audited non-consolidated annual accounts of Red Eléctrica de España, Sociedad Anónima Unipersonal as at and for each of the years ended 31 December 2024 and 31 December 2023, prepared in accordance with generally accepted accounting principles in Spain;
- (g) the English translation of any future audited consolidated annual accounts of Redeia Corporación, Sociedad Anónima and its subsidiaries, as and when published on the website of Redeia;
- (h) the English translation of any future Results Reports relating to the unaudited interim financial results of Redeia Corporación, Sociedad Anónima, comprising of the interim consolidated income statement, interim condensed consolidated balance sheet and interim summary consolidated statement of cash flows, as and when published on the website of Redeia;
- (i) the terms and conditions of the Notes set out on pages 33 to 72 of the base prospectus dated 13 June 2023 relating to the Programme;
- (j) the terms and conditions of the Notes set out on pages 32 to 60 of the base prospectus dated 4 June 2020 relating to the Programme;
- (k) the terms and conditions of the Notes set out on pages 28 to 54 of the base prospectus dated 4 June 2019 relating to the Programme;
- (l) the terms and conditions of the Notes set out on pages 28 to 60 of the base prospectus dated 2 June 2017 relating to the Programme;
- (m) the terms and conditions of the Notes set out on pages 27 to 60 of the base prospectus dated 3 June 2014 relating to the Programme;
- (n) the Fiscal Agency Agreement;
- (o) the Deed of Guarantee;
- (p) the Deed of Covenant and the Book-entry Deed of Covenant;
- (q) the Programme Manual (which contains the forms of the Notes in global and definitive form); and
- (r) the Issuer-ICSDs Agreement (which is entered into between the Issuer and Euroclear and/or Clearstream, Luxembourg with respect to the settlement in Euroclear and/or Clearstream, Luxembourg of Notes in New Global Note form).

This Base Prospectus will be available together with the relevant final terms of each Tranche of Notes, in electronic format, on the website of the Luxembourg Stock Exchange ([www.luxse.com](http://www.luxse.com)) and the Guarantor (<https://www.redeia.com/en/shareholders-and-investors/bonds/programs-and-bonds-issues>).

Copies of the documents referred to in paragraphs (a) to (h) and (n) to (p) will be available for inspection at the website of the Guarantor ([www.redeia.com](http://www.redeia.com)).

For the avoidance of doubt, unless specifically incorporated by reference into this Base Prospectus, information contained on the website of the Guarantor and/or the website of the Luxembourg Stock Exchange ([www.luxse.com](http://www.luxse.com)) does not form part of this Base Prospectus.

## **6 Clearing of the Notes**

The Bearer Notes have been accepted for clearance through Euroclear Bank SA/NV, of 1 Boulevard du Roi Albert II, B-120 Brussels, Belgium and Clearstream Banking S.A., of 42 Avenue J.F. Kennedy, L-1855 Luxembourg. The appropriate common code and the International Securities Identification Number in relation to the Notes of each Tranche will be specified in the relevant Final Terms. The relevant Final Terms shall specify any other clearing system as shall have accepted the relevant Notes for clearance together with any further appropriate information.

## **7 Ratings**

As at the date of the Base Prospectus, each of Fitch and S&P has rated the Programme A- (long-term) and F1 (short-term), and A- (long-term) and A-2 (short-term), respectively. The meaning of such ratings are as follows:

Fitch:

A- (long-term): High credit quality. 'A' ratings denote expectations of low default risk. The capacity for payment of financial commitments is considered strong. This capacity may, nevertheless, be more vulnerable to adverse business or economic conditions than is the case for higher ratings (The modifiers "+" or "-" may be appended to a rating to denote relative status within major rating categories).

F1 (short-term): Highest Short-Term Credit Quality. Indicates the strongest intrinsic capacity for timely payment of financial commitments; may have an added "+" to denote any exceptionally strong credit feature.

S&P:

A- (long-term): An obligation rated 'A' is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligations in higher-rated categories. However, the obligor's capacity to meet its financial commitments on the obligation is still strong (Ratings from 'AA' to 'CCC' may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the rating categories).

A-2 (short-term): A short-term obligation rated 'A-2' is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligations in higher rating categories. However, the obligor's capacity to meet its financial commitments on the obligation is satisfactory.

## **8 Legal Entity Identifier**

The Legal Entity Identifier of the Issuer is 9598006P00EGK6U2SG18.

The Legal Entity Identifier of Redeia Corporación is 5493009HMD0C90GUV498.

The Legal Entity Identifier of Red Eléctrica is 54930070W8XSY31XK130.

**REGISTERED OFFICE OF THE ISSUER**

**RED ELÉCTRICA FINANCIACIONES, SOCIEDAD ANÓNIMA UNIPERSONAL**

Paseo del Conde de los Gaitanes, 177

28109 Alcobendas (Madrid)

Spain

**REGISTERED OFFICE OF THE GUARANTORS**

**REDEIA CORPORACIÓN, SOCIEDAD ANÓNIMA**

Paseo del Conde de los Gaitanes, 177

28109 Alcobendas (Madrid)

Spain

**RED ELÉCTRICA DE ESPAÑA, SOCIEDAD ANÓNIMA UNIPERSONAL**

Paseo del Conde de los Gaitanes, 177

28109 Alcobendas (Madrid)

Spain

**ARRANGER**

**DEUTSCHE BANK AKTIENGESELLSCHAFT**

Taunusanlage 12

60325 Frankfurt am Main

Germany

**DEALERS**

**BANCO BILBAO VIZCAYA ARGENTARIA, S.A.**

Ciudad BBVA

Asia Building 1st floor

C/Sauceda 28

28050 Madrid

Spain

**BANCO SANTANDER, S.A.**

Avenida de Cantabria s/n

28660 Boadilla del Monte

Madrid

Spain

**BARCLAYS BANK IRELAND PLC**

One Molesworth Street

Dublin 2, Ireland,

D02 RF29

**BNP PARIBAS**

16, boulevard des Italiens

75009 Paris

France

**CAIXABANK, S.A.**

Calle del Pintor Sorolla, 2-4

46002 Valencia

Spain

**CITIGROUP GLOBAL MARKETS EUROPE  
AG**

Börsenplatz 9

60313 Frankfurt am Main

Germany

**DEUTSCHE BANK AKTIENGESELLSCHAFT**

Taunusanlage 12

60325 Frankfurt am Main

Germany

**J.P. MORGAN SE**

Taunustor 1 (TaunusTurm)

60310 Frankfurt am Main

Germany

**FISCAL AGENT**

**DEUTSCHE BANK AG, LONDON BRANCH**

21 Moorfields

London EC2Y 9DB

United Kingdom

**LUXEMBOURG LISTING AGENT**

**DEUTSCHE BANK LUXEMBOURG, S.A.**

2, Boulevard Konrad Adenauer

L-1115 Luxembourg

Luxembourg

**LOCAL PAYING AGENT**

**DEUTSCHE BANK, S.A.E. UNIPERSONAL**

Paseo de la Castellana, 18

28046 Madrid

Spain

**LEGAL ADVISERS**

*To the Issuer and the Guarantors  
as to Spanish law:*

**J&A GARRIGUES, S.L.P.**

Plaza de Colón, 2

28046 Madrid

Spain

*To the Dealers as to English and  
Spanish law:*

**CLIFFORD CHANCE, S.L.P.**

Paseo de la Castellana 110

28046 Madrid

Spain

**INDEPENDENT AUDITORS TO THE ISSUER AND THE GUARANTORS**

*For the years ended 31 December 2023 and 31 December 2024*

**ERNST & YOUNG, S.L.**

Calle Raimundo Fernández Villaverde, 65

28003, Madrid

Spain