

EXECUTION VERSION

**RED ELÉCTRICA FINANCIACIONES, SOCIEDAD ANÓNIMA UNIPERSONAL**

**EUR 5,000,000,000**

**EURO MEDIUM TERM NOTE PROGRAMME**

**GUARANTEED BY**

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

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**BOOK-ENTRY DEED OF COVENANT**

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**THIS DEED OF COVENANT** is made on 13 June 2022

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**BY**

- (1) **RED ELÉCTRICA FINANCIACIONES, SOCIEDAD ANÓNIMA UNIPERSONAL** (the "**Issuer**")

**IN FAVOUR OF**

- (2) **THE BOOK-ENTRY NOTE ACCOUNT HOLDERS** from time to time (the "**Book-entry Account Holders**") shown in (a) the central registry maintained by *Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A. Unipersonal* ("**Iberclear**") and (b) the registries maintained by each of the member entities of Iberclear (the "**Iberclear Members**") as being a holder of the Notes.

**WHEREAS**

- (A) The Issuer has a Euro Medium Term Note Programme (the "**Programme**") for the issuance of notes in bearer form, or alternatively in uncertificated, dematerialised book-entry form (*anotaciones en cuenta*) (the "**Notes**"), in connection with which it has entered into an amended and restated dealer agreement dated 13 June 2022 (the "**Dealer Agreement**") and an amended and restated fiscal agency agreement dated 13 June 2022 which includes the relevant provisions in relation to the Notes (the "**Agency Agreement**").
- (B) The Issuer will at the appropriate time apply for Notes to be admitted to trading on the Spanish AIAF Fixed Income Securities Market (*AIAF, Mercado de Renta Fija*) ("**AIAF**").
- (C) In connection with the Programme, the Issuer and the Guarantors have prepared a base prospectus dated 13 June 2022 (the "**Base Prospectus**") which has been approved by the CSSF as a base prospectus issued in compliance with Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC.
- (D) Notes issued under the Programme may be issued either (1) pursuant to the Base Prospectus describing the Programme and Final Terms describing the final terms of the particular Tranche of Notes or (2) pursuant to a prospectus (the "**Drawdown Prospectus**") relating to the particular Tranche of Notes which may be constituted either (a) by a single document or (b) by a registration document, a securities note and, if applicable, a summary.

**NOW THIS DEED OF COVENANT WITNESSES** as follows:

**1. INTERPRETATION**

**1.1 References to Conditions**

In this Deed of Covenant, "**Conditions**" means the Terms and Conditions of the Book-entry Notes (contained in the Schedule hereto and as modified from time to time in accordance with their terms), and any reference to a numbered "**Condition**" is to the correspondingly numbered provision thereof.

**1.2 Definitions**

All terms and expressions which have defined meanings in the Base Prospectus, the Dealer Agreement or the Agency Agreement shall have the same meanings in this Deed of Covenant except where the context requires otherwise or unless otherwise stated.

**1.3 Clauses**

Any reference in this Deed of Covenant to a Clause is, unless otherwise stated, to a clause hereof.

**1.4 Other agreements**

All references in this Deed of Covenant to an agreement, instrument or other document (including the Base Prospectus, the Dealer Agreement and the Agency Agreement) shall be construed as a reference to that agreement, instrument or other document as the same may be amended, supplemented, replaced or novated from time to time. In addition, in the context of any particular Tranche of Notes, each reference in this Deed of Covenant to the Base Prospectus shall be construed as a reference to the Base Prospectus as supplemented and/or amended by the relevant Final Terms.

**1.5 Legislation**

Any reference in this Deed of Covenant to any legislation (whether primary legislation or regulations or other subsidiary legislation made pursuant to primary legislation) shall be construed as a reference to such legislation as the same may have been, or may from time to time be, amended or re-enacted.

**1.6 Headings**

Headings and sub-headings are for ease of reference only and shall not affect the construction of this Deed of Covenant.

**1.7 Final Terms or Drawdown Prospectus**

In the case of a Tranche of Notes issued pursuant to a Drawdown Prospectus, each reference in this Deed of Covenant to "Final Terms" shall be read and construed as a reference to such Drawdown Prospectus unless the context requires otherwise.

## 2. **THE NOTES**

Each Tranche of Notes shall be constituted in accordance with the requirements of Spanish law. The Issuer hereby covenants in favour of each Book-entry Account Holder that it will duly perform and comply with the obligations expressed to be undertaken by it in the Conditions and the relevant Final Terms (and for this purpose any reference in the Conditions to any obligation or payment under or in respect of the Notes shall be construed to include a reference to any obligation or payment under or pursuant to this provision).

## 3. **EVIDENCE**

The records of Iberclear and/or, as the case may be, the relevant Iberclear Member shall, in the absence of manifest error, be conclusive as to the identity of each Book-entry Account Holder and the principal amount of rights in respect of the Notes credited to the relevant securities account of each such Book-entry Account Holder at any time. Any statement issued by Iberclear, or, as the case may be, an Iberclear Member as to its records according to applicable Spanish law shall, in the absence of manifest error, be conclusive evidence of the records of Iberclear or such Iberclear Member for the purposes of this Clause 3 (but without prejudice to any other means of producing such records in evidence).

### 3.1 **No Further Action**

No further action is required on the part of the Issuer or any other person for each Book-entry Account Holder to have the benefit of the Conditions as if they had been incorporated *mutatis mutandis* into this Deed of Covenant, *provided however*, that nothing herein shall entitle any Book-entry Account Holder to receive any payment in respect of any Note which has already been made.

## 4. **DEPOSIT OF DEED OF COVENANT**

This Deed of Covenant shall be deposited with and held by the Local Paying Agent for so long as the Programme remains in effect and thereafter until the date on which all the obligations of the Issuer under or in respect of the Notes (including, without limitation, its obligations under this Deed of Covenant) have been discharged in full. The Issuer hereby acknowledges the right of every Book-entry Account Holder to the production of this Deed of Covenant. A certified copy of this Deed of Covenant may be obtained by any Book-entry Account Holder from the Local Paying Agent at its specified office at the expense of such Book-entry Account Holder.

## 5. **STAMP DUTIES**

The Issuer shall pay all stamp, registration and other taxes and duties (including any interest and penalties thereon or in connection therewith) which may be payable upon or in connection with the execution and delivery of this Deed of Covenant, and shall indemnify each Book-entry Account Holder against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, legal fees and any applicable value added tax) which it may incur or which may be made against it as a result or arising out of or in relation to any failure to pay or delay in paying any of the same.

## 6. **BENEFIT OF DEED OF COVENANT**

### 6.1 **Deed Poll**

This Deed of Covenant shall take effect as a deed poll for the benefit of the Book-entry Account Holders from time to time.

### 6.2 **Benefit**

This Deed of Covenant shall endure to the benefit of each Book-entry Account Holder and its (and any subsequent) successors and assigns, each of which shall be entitled severally to enforce this Deed of Covenant against the Issuer.

### 6.3 **Assignment**

The Issuer shall not be entitled to assign or transfer all or any of its rights, benefits and obligations hereunder. Each Book-entry Account Holder shall be entitled to assign all or any of its rights and benefits hereunder.

## 7. **PARTIAL INVALIDITY**

If at any time any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby.

## 8. **NOTICES**

### 8.1 **Address for notices**

All notices and other communications to the Issuer hereunder shall be made in writing (by letter or fax) and shall be sent to the Issuer at:

Paseo del Conde de los Gaitanes, 177  
28109 Alcobendas (Madrid)  
Spain  
Fax: +34 91 650 4542  
Attention: Tomás Gallego

or to such other address or fax number or for the attention of such other person or department as the Issuer has notified to the Noteholders in the manner prescribed for the giving of notices in connection with the Notes.

### 8.2 **Effectiveness**

Every notice or other communication sent in accordance with Clause 8.1 (*Notices – Address for notices*) shall be effective if sent by letter or fax, upon receipt by the Issuer; *provided, however, that* any such notice or other communication which would otherwise take effect after 4.00 p.m. on any particular day shall not take effect until 10.00 a.m. on the immediately succeeding business day in the place of the Issuer.

## 9. **LAW AND JURISDICTION**

### 9.1 **Governing law**

This Deed of Covenant and any non-contractual obligations arising out of or in connection with it are governed by English law.

### 9.2 **English courts**

The courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**"), arising out of or in connection with this Deed of Covenant (including a dispute relating to the existence, validity or termination of this Deed of Covenant or any non-contractual obligation arising out of or in connection with this Deed of Covenant) or the consequences of its nullity.

### 9.3 **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.

### 9.4 **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 Fifth Floor, 100 Wood Street, London EC2V 7EX 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 Book-entry Account Holder addressed to the Issuer and delivered to the Issuer appoint a further person in England to accept service of process on its behalf and, failing such appointment within 15 days, any Book-entry Account Holder shall be entitled to appoint such a person by written notice addressed to the Issuer and delivered to the Issuer. Nothing in this paragraph shall affect the right of any Book-entry Account Holder to serve process in any other manner permitted by law. This clause applies to Proceedings in England and to Proceedings elsewhere.

## 10. **MODIFICATION**

The Agency Agreement contains provisions for convening meetings of Noteholders to consider matters relating to the Notes, including the modification of any provision of this Deed of Covenant. Any such modification may be made by supplemental deed poll if sanctioned by an Extraordinary Resolution and shall be binding on all Book-entry Account Holders.

**IN WITNESS** whereof this Deed of Covenant has been executed by the Issuer and is intended to be and is hereby delivered on the date first before written.

**EXECUTED** as a deed  
by **RED ELÉCTRICA FINANCIACIONES,**  
**SOCIEDAD ANÓNIMA UNIPERSONAL**

acting by **TOMÁS JOSÉ GALLEGO ARTIZ**

