



**Acciona Financiación Filiales, S.A. Unipersonal**

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

**€1,500,000,000**

**Euro Commercial Paper Programme**

*Guaranteed by*

**Acciona, S.A.**

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

Application has been made to the Irish Stock Exchange plc trading as Euronext Dublin (“**Euronext Dublin**”) for euro-commercial paper notes (the “**Notes**”) issued during the twelve months after the date of this document under the €1,500,000,000 euro-commercial paper programme (the “**Programme**”) of Acciona Financiación Filiales, S.A. Unipersonal (the “**Issuer**”) described in this document to be admitted to the official list and trading on the regulated market of Euronext Dublin, a regulated market for purposes of Directive 2014/65/EU on Markets in Financial Instruments (as amended).

Payments under the Notes will be unconditionally and irrevocably guaranteed by Acciona, S.A. (the “**Guarantor**”).

**Prospective investors should consider carefully and fully understand the risks set forth herein under “Risk Factors” prior to making investment decisions with respect to the Notes.**

Potential investors should note the statements on pages 63–69 regarding the tax treatment in Spain of income obtained in respect of the Notes and the disclosure requirements imposed by the Spanish tax legislation in relation to the Notes. In particular, payments on the Notes may be subject to Spanish withholding tax if certain information is not received by the Issuer in a timely manner.

**Arranger**

**Santander Corporate & Investment Banking**

**Dealers**

**Banca March**

**Bankinter**

**Bestinver**

**Norbolsa**

**Banco Sabadell**

**BBVA**

**CaixaBank**

**Santander Corporate & Investment Banking**

## IMPORTANT NOTICE

This information memorandum (together with any information incorporated herein by reference, the **"Information Memorandum"**) contains summary information provided by Acciona Financiación Filiales, S.A. Unipersonal (the **"Issuer"**) and by Acciona, SA. (the **"Guarantor"**) in connection with a euro-commercial paper programme (the **"Programme"**) under which the Issuer may issue and have outstanding at any time euro-commercial paper notes (the **"Notes"**) up to a maximum aggregate amount of €1,500,000,000 or its equivalent in alternative currencies. Under the Programme, the Issuer may issue Notes outside the United States pursuant to Regulation S (**"Regulation S"**) of the United States Securities Act of 1933, as amended (the **"Securities Act"**) which will have the benefit of an English law governed deed of guarantee dated 28 April 2022 (the **"English Law Guarantee"**) or a Spanish law governed guarantee dated 28 April 2022 (the **"Spanish Law Guarantee"**) and, together with the English Law Guarantee, the **"Guarantee"**), as specified in the relevant Pricing Supplement, entered into by the Guarantor. The Issuer and the Guarantor have, pursuant to an amended and restated dealer agreement dated 28 April 2022 (the **"Dealer Agreement"**), appointed Banco Santander, S.A. as arranger for the Programme (the **"Arranger"**), appointed Banca March, S.A., Banco Bilbao Vizcaya Argentaria, S.A., Banco de Sabadell, S.A., Banco Santander, S.A., Bankinter, S.A., Bestinver Sociedad de Valores, S.A., CaixaBank, S.A., and Norbolsa, S.V., S.A. as dealers for the Notes (each a **"Dealer"** and, together, the **"Dealers"**), which expression shall include any other dealer appointed from time to time by the Issuer either generally in respect of the Programme or in relation to a particular issue of Notes) and authorised and requested the Dealers to circulate the Information Memorandum in connection with the Programme on its behalf to investors or potential investors in the Notes.

**THE NOTES AND THE GUARANTEE HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933 AS AMENDED (THE "SECURITIES ACT") OR ANY U.S. SECURITIES LAWS AND MAY NOT BE OFFERED SOLD OR DELIVERED WITHIN THE UNITED STATES UNLESS AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT IS AVAILABLE AND IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND ANY OTHER JURISDICTION.**

**The Notes and the Guarantee have not been approved or disapproved by the United States Securities and Exchange Commission or any other securities commission or other regulatory authority in the United States, nor have the foregoing authorities approved this Information Memorandum or confirmed the accuracy or determined the adequacy of the information contained in this Information Memorandum. Any representation to the contrary is unlawful.**

The Issuer and the Guarantor accept responsibility for the information contained in this Information Memorandum. To the best of the knowledge of the Issuer and the Guarantor (who have taken all reasonable care to ensure that such is the case), the information contained in this Information Memorandum is in accordance with the facts and does not omit anything likely to affect the import of such information.

Notice of the aggregate nominal amount of Notes, the issue price of Notes and any other terms and conditions not contained herein which are applicable to each issue of Notes will be set out in pricing supplements (each a **"Pricing Supplement"**) which will be attached to the relevant Note (see **"Forms of Notes"**). Each Pricing Supplement will be supplemental to and must be read in conjunction with the full terms and conditions of the Notes. Copies of each Pricing Supplement containing details of each particular issue of Notes will be available from the specified office set out below of the Issue and Paying Agent (as defined below).

This Information Memorandum comprises listing particulars made pursuant to the Listing and Admission to Trading Rules for Short Term Paper promulgated by Euronext Dublin. This Information Memorandum should be read and construed in conjunction with any supplemental Information Memorandum, any Pricing Supplement and with any document incorporated by reference.

The Issuer and the Guarantor have confirmed to the Dealers that the information contained or incorporated by reference in the Information Memorandum is true, complete and accurate in all material respects and not misleading in any material respects and that there are no other facts the omission of which makes the Information Memorandum as a whole or any such information contained or incorporated by reference therein misleading in any material respect. Any statements of intention, opinion, belief or expectation contained in the Information Memorandum are honestly and reasonably made by the Issuer

and the Guarantor and, in relation to each issue of Notes agreed as contemplated in the Dealer Agreement to be issued and subscribed, the Information Memorandum, together with the relevant Pricing Supplement, contains all the information which is material in the context of the issue of such Notes.

Neither the Issuer, the Guarantor, the Arranger, the Issue and Paying Agent (as defined below), nor the Dealers accept any responsibility, express or implied, for updating the Information Memorandum and neither the delivery of the Information Memorandum nor any offer or sale made on the basis of the information in the Information Memorandum shall under any circumstances create any implication that the Information Memorandum is accurate at any time subsequent to the date thereof with respect to the Issuer or the Guarantor or that there has been no change in the business, financial condition or affairs of the Issuer or the Guarantor since the date thereof.

No person is authorised by the Issuer or the Guarantor to give any information or to make any representation not contained or incorporated by reference in the Information Memorandum and any information or representation not contained or incorporated by reference herein must not be relied upon as having been authorised by the Issuer, the Guarantor, the Issue and Paying Agent, the Arranger, the Dealers or any of them.

Neither the Arranger, the Issue and Paying Agent, nor any Dealer has independently verified the information contained in the Information Memorandum. Accordingly, no representation or warranty or undertaking (express or implied) is made, and no responsibility or liability is accepted by the Arranger or the Dealers as to the authenticity, origin, validity, accuracy or completeness of, or any errors in or omissions from, any information or statement contained in the Information Memorandum, any Pricing Supplement or in or from any accompanying or subsequent material or presentation.

The information contained in the Information Memorandum or any Pricing Supplement is not and should not be construed as a recommendation by the Arranger, the Dealers, the Issuer or the Guarantor that any recipient should purchase Notes. Each such recipient must make and shall be deemed to have made its own independent assessment and investigation of the financial condition, affairs and creditworthiness of the Issuer and of the Programme as it may deem necessary and must base any investment decision upon such independent assessment and investigation and not on the Information Memorandum or any Pricing Supplement.

Neither the Arranger nor any Dealer undertakes to review the business or financial condition or affairs of the Issuer or the Guarantor during the life of the Programme, nor undertakes to advise any recipient of the Information Memorandum or any Pricing Supplement of any information or change in such information coming to the Arranger's or any Dealer's attention.

Neither the Arranger nor any of the Dealers accepts any liability in relation to this Information Memorandum or any Pricing Supplement or its or their distribution by any other person. This Information Memorandum does not, and is not intended to, constitute (nor will any Pricing Supplement constitute, or be intended to constitute) an offer or invitation to any person to purchase Notes.

The distribution of this Information Memorandum and any Pricing Supplement and the offering for sale of Notes or any interest in such Notes or any rights in respect of such Notes, in certain jurisdictions, may be restricted by law. Persons obtaining this Information Memorandum, any Pricing Supplement or any Notes or any interest in such Notes or any rights in respect of such Notes are required by the Issuer, the Guarantor, the Arranger and the Dealers to inform themselves about and to observe any such restrictions. In particular, but without limitation, such persons are required to comply with the restrictions on offers or sales of Notes and on distribution of this Information Memorandum and other information in relation to the Notes, the Issuer set out under "*Subscription and Sale*" below.

The Issuer and the Guarantor have undertaken, in connection with the admission of the Notes to listing on the Official List and to trading on the regulated market of Euronext Dublin, that if there shall occur any adverse change in the business or financial position of the Issuer or the Guarantor or any change in the terms and conditions of the Notes, that is material in the context of the issuance of Notes under the Programme, the Issuer and the Guarantor will prepare or procure the preparation of an amendment or supplement to this Information Memorandum or, as the case may be, publish a new Information Memorandum, for use in connection with any subsequent issue by the Issuer of Notes to be admitted to listing on the Official List and to trading on the regulated market of Euronext Dublin. Any such supplement to this Information Memorandum will be subject to the approval of Euronext Dublin prior to its publication.

This Information Memorandum describes in summary form certain Spanish tax implications and procedures in connection with an investment in the Notes (see “*Risk Factors – Risks in relation to Spanish Taxation*” and “*Taxation – Taxation in Spain*”). No comment is made or advice is given by the Issuer, the Arranger or the Dealer in respect of taxation matters relating to the Notes. Investors must seek their own advice to ensure that they comply with all procedures to ensure correct tax treatment of their Notes.

Certain Dealers and their affiliates (including parent companies) have engaged, and may in the future engage, in lending, investment banking and/or commercial banking transactions with, and may perform services for, the Issuer and its affiliates in the ordinary course of business. In particular, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of any of the Issuer or its affiliates. Certain Dealers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments. For the purpose of this paragraph the term “affiliates” also includes parent companies.

#### **Product Governance under Directive 2014/65/EU (as amended)**

The Pricing Supplement in respect of any Notes may 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 Directive 2014/65/EU (as amended, “**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.

A determination will be made by the Arranger in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the “**MiFID Product Governance Rules**”), it is a manufacturer in respect of those Notes, but otherwise neither the Arranger nor any of its affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

Solely by virtue of appointment as Dealer on this Programme, the Dealers (other than the Arranger) or any of their respective affiliates will not be a manufacturer for the purpose of the MiFID Product Governance Rules.

#### **Benchmark 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” (each a “**Benchmark**” and together the “**Benchmarks**”) for the purposes of Regulation (EU) 2016/1011 (the “**EU Benchmark Regulation**”). If any such reference rate does constitute such a Benchmark, the Pricing Supplement will indicate whether or not the Benchmark is provided by an administrator included in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority (“**ESMA**”) pursuant to Article 36 (Register of administrators and benchmarks) of the Benchmark Regulation. Not every reference rate or index will fall within the scope of the Benchmark Regulation. Furthermore the transitional provisions in the Benchmark 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 Pricing Supplement. The registration status of any administrator under the Benchmark Regulation is a matter of public record and, save where required by applicable law, the Issuer and the Guarantors do not intend to update the Pricing Supplement to reflect any change in the registration status of the administrator.

## INTERPRETATION

In this Information Memorandum, all references to “Euro” and “€” are to the lawful currency introduced at the start of the third stage of the European Economic and Monetary Union pursuant to the Treaty on the Functioning of the European Union, as amended from time to time; all references to “Sterling” and “£” are to the currency of the United Kingdom; all references to “U.S. dollars” and “U.S.\$” are to the currency of the United States of America; and all references to “Yen” and “¥” are to the currency of Japan.

In this Information Memorandum the word “**Issuer**” refers to Acciona Financiación Filiales, S.A.; and the words “**Group**” or “**Acciona Group**” refer to the Guarantor and its consolidated subsidiaries.

For these purposes, “**IFRS-EU**” refers to the International Financial Reporting Standards as adopted by the European Union.

The language of the Information Memorandum is English. Any foreign language text that is included with or within this document has been included for convenience purposes only and does not form part of the Information Memorandum.

Where the Information Memorandum refers to the provisions of any other document, such reference should not be relied upon and the document must be referred to for its full effect.

## ALTERNATIVE PERFORMANCE MEASURES

Certain financial measures presented by the Group in this Information Memorandum are not defined in accordance with IFRS-EU accounting standards. The Group believes that these alternative performance measures (as defined in the European Securities and Markets Authority guidelines (the “**ESMA Guidelines**”) on Alternative Performance Measures (“**APMs**”) provide useful supplementary information to both investors and to the Group’s management to assess the Acciona Group’s performance. However, investors should note that, since not all companies calculate financial measures, such as the APMs presented by the Group in this Information Memorandum, in the same manner, these are not always directly comparable to performance metrics used by other companies. Additionally, the APMs presented by the Group in this Information Memorandum are unaudited and have not been prepared in accordance with IFRS-EU or any other accounting standards. Accordingly, these financial measures should not be seen as a substitute for measures defined according to IFRS-EU. The Group considers that the following metrics (which are set out below along with their reconciliation, to the extent that such information is not defined according to IFRS-EU) presented in this Information Memorandum constitute APMs for the purposes of the ESMA Guidelines:

“**EBITDA**” is defined as operating income before depreciation and amortisation and variations in provisions, and it therefore shows the operating result of the Group. It is calculated based on the following consolidated income statement items: Revenue, Other revenue, Change in inventories of finished goods and work in progress, Cost of goods sold, Personnel expenses, Other operating expenses and Equity method profit/(loss) - analogous.

“**Financial gearing**” reflects the ratio of the Group’s Net Financial Debt to equity. It is calculated by dividing Net Financial Debt (calculated as explained below) by equity.

“**Gross Ordinary Capex**” is defined as the period increase in the balance of property, plant and equipment, other intangible assets, non-current financial assets, investments accounted for using the equity method, investment property, and rights of use under financial leasing contracts, adjusted for the following items:

- Depreciation, amortisation and impairments for the period
- Year’s profit/(loss) of companies accounted for using the equity method
- Profit/(loss) on disposals of non-current assets
- Changes due to fluctuations in exchange rates

In the case of changes in the consolidation perimeter, gross ordinary capex is defined as the change in net financial debt excluding IFRS 16 arising from a transaction.

**“Net Financial Debt”** shows the Group’s debt, in net terms, deducting cash and current financial assets. It is calculated based on the following consolidated balance sheet items: non-current and current Bank borrowings, Debentures and other marketable securities and Lease obligations, less Cash and cash equivalents and Other current financial assets.

**“Net Ordinary Capex”** is defined as Gross Ordinary Capex plus or minus changes in other payables due to suppliers of property, plant, and equipment providers.

The Group uses these APMs to make financial, operational or planning decisions. They are also used to evaluate the performance of the Group and its subsidiaries.

The Group considers these APMs provide useful additional financial information to evaluate the performance of the Group and its subsidiaries as well as for decision-making by the users of the financial information.

Certain additional APMs are used in, and defined by, the directors’ reports of the Guarantor for the financial years ended 31 December 2021 and 31 December 2020, both of which are incorporated by reference into this Information Memorandum (see *“Documents incorporated by reference”*).

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## **DOCUMENTS INCORPORATED BY REFERENCE**

The following documents shall be deemed to be incorporated in, and form part of, this Information Memorandum:

- (a) the English translation of the audited consolidated annual accounts of the Guarantor for the financial year ended 31 December 2021 prepared in accordance with IFRS-EU, together with the English translation of the auditor's report thereon and the English translation of the directors' report;
- (b) the English translation of the audited consolidated annual accounts of the Guarantor for the financial year ended 31 December 2020 prepared in accordance with IFRS-EU, together with the English translation of the auditor's report thereon and the English translation of the directors' report;
- (c) the English translation of the audited annual accounts of the Issuer for the financial year ended 31 December 2021 prepared in accordance with generally accepted accounting principles in Spain, together with the English translation of the auditor's report thereon; and
- (d) the English translation of the audited annual accounts of the Issuer for the financial year ended 31 December 2020 prepared in accordance with generally accepted accounting principles in Spain, together with the English translation of the auditor's report thereon.

Copies of the documents specified above as containing information incorporated by reference in this Information Memorandum may be inspected, free of charge, upon reasonable notice, at the specified offices (which are set out below) of the Issuer and the Issue and Paying Agent. The above documents can also be found in electronic format on the website of the Guarantor ([www.acciona.es](http://www.acciona.es)).



## KEY FEATURES OF THE PROGRAMME

<b>Issuer:</b>	Acciona Financiación Filiales, S.A. Unipersonal
<b>Guarantor:</b>	Acciona, S.A.
<b>Risk Factors:</b>	Investing in Notes issued under the Programme involves certain risks. The principal risk factors that may affect the ability of the Issuer and the Guarantor to fulfil their respective obligations under the Notes are discussed under “ <i>Risk Factors</i> ” below
<b>Arranger:</b>	Banco Santander, S.A.
<b>Dealers:</b>	Banca March, S.A., Banco Bilbao Vizcaya Argentaria, S.A., Banco de Sabadell, S.A., Banco Santander, S.A., Bankinter, S.A., Bestinver Sociedad de Valores, S.A., CaixaBank, S.A., Norbolsa, S.V., and any other Dealer appointed from time to time by the Issuer either generally in respect of the Programme or in relation to a particular issue of Notes
<b>Issue and Paying Agent:</b>	The Bank of New York Mellon, London Branch
<b>Listing Agent:</b>	The Bank of New York Mellon SA/NV, Dublin Branch
<b>Programme Amount:</b>	The aggregate principal amount of Notes outstanding at any time will not exceed €1,500,000,000 (or its equivalent in other currencies) subject to applicable legal and regulatory requirements. The Programme Amount may be increased from time to time in accordance with the Dealer Agreement
<b>Currencies:</b>	Notes may be denominated in Euro, Yen, Sterling, U.S. dollars and such other currencies as may be agreed between the Issuer and the relevant Dealer(s) from time to time, subject in each case to compliance with all applicable legal and regulatory requirements
<b>Denominations:</b>	<p>Global Notes shall be issued (and interests therein exchanged for Definitive Notes, if applicable) in the following minimum denominations:</p> <ul style="list-style-type: none"><li>(a) for U.S.\$ Notes, U.S.\$500,000 (and integral multiples of U.S.\$1,000 in excess thereof);</li><li>(b) for Euro Notes, €100,000 (and integral multiples of €1,000 in excess thereof);</li><li>(c) for Sterling Notes, £100,000 (and integral multiples of £1,000 in excess thereof);</li><li>(d) for Yen Notes, ¥100,000,000 (and integral multiples of ¥1,000,000 in excess thereof);</li></ul> <p>or such other conventionally accepted denominations in those currencies or such other currency as may be agreed between the Issuer and the relevant Dealer from time to time, subject in each case to compliance with all applicable legal and regulatory requirements, provided that Notes (including Notes denominated in Sterling) the proceeds of which are to be accepted by the Issuer in the United Kingdom shall have a minimum denomination</p>

as at the time of issue of £100,000 (or its equivalent in other currencies)

**Term of Notes:**

The tenor of the Notes shall be not less than 3 days or more than 364 days from and including the date of issue to, but excluding, the maturity date, subject to legal and regulatory requirements

**Redemption on Maturity:**

The Notes will be redeemed as specified in the relevant Pricing Supplement.

Any Notes in respect of which the proceeds are to be accepted by the Issuer in the United Kingdom shall (a) have a redemption value of not less than £100,000 (or an amount of equivalent value denominated wholly or partially in a currency other than Sterling), and (b) provide that no part of any such Note may be transferred unless the redemption value of such part is not less than £100,000 (or such an equivalent amount)

**Tax Redemption:**

Early redemption will only be permitted for tax reasons as described in the terms of the Notes

**Issue Price:**

The Issue Price of each issue of Notes will be set out in the relevant Pricing Supplement

**Yield Basis:**

The Notes may be issued at a discount or at a premium or may bear fixed or floating rate interest

**Status of the Notes:**

The Notes constitute and at all times shall constitute a direct, unsecured and unsubordinated obligation of the Issuer ranking *pari passu* without any preference among themselves and with all present and future unsecured and unsubordinated obligations of the Issuer, other than those preferred by mandatory provisions of law and other statutory exceptions

**Guarantee:**

The Notes issued under the Programme are unconditionally and irrevocably guaranteed by the Guarantor. Each issue of Notes is guaranteed pursuant to the English Law Guarantee unless the applicable Pricing Supplement specifies that the Notes are guaranteed pursuant to the Spanish Law Guarantee.

The obligations of the Guarantor under the Guarantee constitute and at all times shall constitute direct, unsecured and unsubordinated obligations of the Guarantor ranking *pari passu* with all its present and future unsecured and unsubordinated obligations other than those preferred by mandatory provisions of law and other statutory exceptions

**Taxation:**

All payments under the Notes or the Guarantee will be made without deduction or withholding for or on account of any present or future Spanish taxes, except as stated in the Notes and the Guarantee and as stated under the heading "*Taxation – Taxation in Spain*"

**Tax disclosure requirements:**

Under Law 10/2014 and Royal Decree 1065/2007, as amended, the Issuer shall receive certain information in respect of the Notes as described under "*Taxation – Taxation in Spain. Disclosure obligations in connection with the payments on the Notes*". On 28 April 2022 the Issuer, the Guarantor and the Issue and Paying Agent have entered into an amended and restated issue and paying agency agreement (the "**Issue and Paying Agency Agreement**") where they have arranged certain procedures to

facilitate the collection of this information as required under Spanish law. If the Issue and Paying Agent fails to provide to the Issuer the information described under “*Taxation – Taxation in Spain. Disclosure obligations in connection with the payments on the Notes*”, the Issuer may be required to withhold tax and may pay income in respect of such principal amount net of the Spanish withholding tax applicable to such payments (currently at the rate of 19 per cent.). None of the Issuer, the Guarantor, the Arranger, the Dealers, Euroclear Bank SA/NV (“**Euroclear**”) and Clearstream Banking S.A., (“**Clearstream, Luxembourg**”), together with Euroclear, the “**ICSDs**”) assumes any responsibility thereof

**Form of the Notes:**

The Notes will be in bearer form. Each issue of Notes will initially be represented by one or more global notes (each a “**Global Note**” and together the “**Global Notes**”). 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 Pricing Supplement, will be deposited on or around the relevant issue date with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system. 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 Pricing Supplement, will be deposited on or around the relevant issue date with a common safekeeper for Euroclear and/or Clearstream, Luxembourg. Global Notes may be exchanged in whole (but not in part) for Definitive Notes in the limited circumstances set out in the Global Notes (see “*Certain Information in Respect of the Notes - Form of the Notes*”)

**Listing and Trading:**

Each issue of Notes may be admitted to listing on the Official List and to trading on the regulated market of Euronext Dublin. Notes may be listed or admitted to trading, as the case may be, on other or further stock exchanges or markets agreed between the Issuer and the relevant Dealer. No notes may be issued on an unlisted basis

**Delivery:**

The Notes will be available in London for delivery to Euroclear or Clearstream, Luxembourg or to any other recognised clearing system in which the Notes may from time to time be held.

Account holders will, in respect of Global Notes, have the benefit of a deed of covenant dated 28 April 2022 (the “**Deed of Covenant**”)

**Selling Restrictions:**

The offering and sale of the Notes is subject to all applicable selling restrictions including, without limitation, those of the United States of America, the United Kingdom, the Republic of Ireland, France, Japan and Spain (see “*Subscription and Sale*”)

**Governing Law:**

The English Law Guarantee and the Notes and any non-contractual obligations arising out of or in connection with them are governed by, and construed in accordance with, English law. The Spanish Law Guarantee and any non-contractual obligations arising out of or in connection with it are governed by, and construed in accordance with, Spanish law. The status of the Guarantee and the Notes is governed by, and shall be construed in accordance with, Spanish law

**Use of Proceeds:**

The net proceeds of the issue of the Notes will be used for the general corporate purposes of the Group

**Rating:**

Not rated

## RISK FACTORS

*Investing in the Notes issued under the Programme involves certain 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 Guarantor and the industry in which they operate together with all other information contained in this Information Memorandum, including, in particular the risk factors described below.*

*The following is not an exhaustive list or explanation of all risks which investors may face when making an investment in the Notes but are the material risks that the Issuer and the Guarantor believe to be the most relevant to an assessment by a prospective investor of whether to consider an investment in the Notes. Additional risks and uncertainties relating to the Issuer and the Guarantor that are not currently known to the Issuer and the Guarantor, or that they currently deem immaterial, may individually or cumulatively also have a material adverse effect on the business, financial condition and results of operations of the Issuer and the Guarantor and, if any such risk should occur, the price of the Notes may decline and investors could lose all or part of their investment. Prospective investors should consider carefully whether an investment in the Notes is suitable for them in light of the information in this Information Memorandum (including any documents incorporated by reference herein) and their personal circumstances.*

*The risk factors set out below are applicable to the Issuer, as a member of the Acciona Group, and to the Guarantor.*

*The Acciona Group is affected by a series of risk factors that affect exclusively the Group, as well as a series of external factors that are common to businesses of the same sector. The main risks and uncertainties faced by the Group, which could affect its business, financial condition, results of operations and/or cash flows are set out below and must be considered jointly with the information set out in the consolidated annual accounts for the financial year ended 31 December 2021.*

*These risks are currently considered by Acciona Group to be specific to the Group and material for taking an informed investment decision in respect of the Notes. However, the Acciona Group is subject to other risks that have not been included in this section based on the Acciona Group's assessment of their probability of occurrence and the potential magnitude of their impact.*

### **Risks in relation to the business of Acciona Group**

#### ***Business in a highly regulated environment and the need to obtain permits, licenses and authorizations to carry out the Group's activities***

The Acciona Group is subject to extensive regulation that governs the performance of many of its activities in the countries where the Group operates, including for the construction, development and operation of wind farms, solar plants and other power plants, the development of infrastructures and other civil works or the awarding and operation of concessions, and also the remuneration that the Group can obtain from those activities. In addition, the Group is subject to significant demands with respect to obtaining and complying with the requirements of permits, licenses and authorizations, which may take the form of urban planning authorisations (such as construction permits), mandatory environmental impact assessments or studies, production and operation authorisations, authorisations to connect to the grid and other specific authorisations related to the presence of protected sites in proximity to the Group's projects. The process of obtaining permits, licenses and authorisations may be long, complex and expensive. This exposes the Group to costs and liabilities relating to, among others, the Group's operations and the management of its projects.

The Group's failure to comply or ensure compliance of its installations with any applicable laws and regulations, or to maintain any required licenses, permits or other authorisations, may result in sanctions by regulatory authorities and/or the halting of projects that are already in operation. In addition, any breach of the Group's regulatory obligations, or even incidents that do not amount to a breach, could have a material adverse effect on the Group's reputation. Any of the foregoing could have a material adverse effect on the Group's business, financial condition and results of operations.

### ***The group may be affected by liquidity and availability of funding risks***

The Group's activities are capital intensive and it needs to make significant investments to develop, construct and subsequently operate its projects. The Group's ability to obtain additional financing, or to do it in acceptable terms, is dependent on numerous factors, including (i) general economic outlook and capital markets conditions; (ii) credit availability from banks and other financial institutions; and (iii) the Group's financial performance. The Group's failure to enter into new or replacement financing agreements or to obtain additional indebtedness may have a material adverse effect on the Group's business, financial condition and results of operations.

The Group can give no assurance that it will be able to continue to secure financing on acceptable terms, or at all, in the future. Financial markets can be subject to periods of volatility and shortages of liquidity, the frequency and intensity of which may be exacerbated by external factors, as evidenced in 2020 by the COVID-19 pandemic. If the Group is unable to access capital markets or obtain other sources of finance at competitive rates, or at all, for a prolonged period, the Group's cost of financing may increase, its ability to fund its operations may be significantly impaired and its strategy may need to be reassessed (including with regards to its pipeline), which could have a material adverse effect on the Group's business, financial condition and results of operations.

In addition to obtaining new funding, the Group may seek to refinance its existing debt. The Group can give no assurance of the availability of financing on acceptable terms to refinance its existing indebtedness. If new financing is not available or proves more expensive than in the past, the Group's business, financial condition and results of operations may be materially adversely affected.

### ***A deterioration in economic conditions worldwide and, particularly, in Spain, could have a material adverse effect on the Group's business, financial condition and results of operations***

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

Spain, which accounted for a significant portion of the Group's turnover for the year ended 31 December 2021 progressed in recent years to control the public deficit and correct the country's economic imbalances and growth resumed supported by external demand as well as higher domestic demand, reflecting improved financial conditions and rising confidence. The crisis derived from the coronavirus ("COVID-19") pandemic and the measures implemented by governmental authorities around the world to reduce its spread, including isolation, confinement and restriction of free movement, the closing of public and private places except for premises providing essential and healthcare services, curfews, border restrictions and a drastic reduction in transport, abruptly and significantly deteriorated economic conditions worldwide, causing falls in production, volatility in financial markets and disruption of the normal flow of business operations in Spain and in other countries in which the Group operates. The measures adopted by governmental authorities and the diffusion of vaccines have mitigated the effects of COVID-19 but the emergence of new COVID-19 variants, such as Omicron at the end of 2021, could prolong the pandemic and induce renewed economic disruptions affecting the Spanish economy or the economy of the countries in which the Group operates, circumstances which could have a negative impact on the Group's consolidated revenues and increase the Group's consolidated financing costs, which in turn could have a material adverse effect on the business, financial condition and results of operation of the Group.

The Spanish economy is particularly sensitive to economic conditions in the Eurozone and any distress in the European economic activity. The Eurozone has seen a rise of inflation, following a significant increase in energy prices and supply chain disruptions. The Eurozone economic activity may be further affected by the outbreak of the military conflict in Ukraine at the end of February 2022 and the geopolitical uncertainty originated by it or the potential for its escalation, or by the consequences and impact of the international economic sanctions imposed on Russia and Belarus as a result of it. The Group is not present in these countries but it has investments in neighboring Poland and a limited operation in Ukraine, consisting on 6 PV plants that produce 98 MW. Although its impact is highly uncertain, this conflict or the rising of other international tensions could cause upheaval in energy and commodity markets, increase the price of raw materials, affect trade or result in volatile capital markets or otherwise adversely affect financing conditions

in Spain or the countries in which the Group operates, any of which could have a material adverse effect on the business, financial condition and results of operations of the Group.

***The Group may be subject to risks in relation to its international operations and expansion***

The Group operates an international business with presence in, among others, Australia, Brazil, Canada, Chile, Ecuador, India, Mexico, Norway, Poland, South Africa, Spain, United Arab Emirates and the United States of America. International operations expose the Group to different local political, regulatory, business and financial risks. The Group's overall success as a global business depends, in part, upon the ability to succeed in different economic, social and political conditions. The economies of these countries are in different stages of development and may have less stable political or legal environments, which pose specific risks related to exchange rate fluctuations, capital movement restrictions, inflation, political and economic instability and possible state expropriation of assets or difficulties to manage local teams or attract and retain qualified personnel, all of which could have a material adverse effect on the Group's business, financial condition and results of operations.

The Group plans to continue the geographical expansion of its business into new countries and markets. However, the Group may not achieve results in these new countries and markets similar to those achieved in the locations where it currently operates. Furthermore, the Group may have difficulty hiring experts or qualified executives or employees for the countries where it expands. Failure to successfully implement its international expansion plans could have a material adverse effect on the Group's business, financial condition and results of operations.

***The Group may be subject to environmental risks***

The Group is subject to environmental regulations, which, amongst other things, require it to carry out environmental impact studies on future projects, to obtain regulatory licenses, permits and other approvals and to comply with the requirements of such licenses, permits and regulations. This exposes the Group to costs and liabilities relating to its operations, the management of its projects or the disposal of its waste.

The Group is firmly committed to sustainable development and invests significant resources to complying with environmental laws and regulations. A stricter application of these laws and regulations, the entry into force of new laws, the discovery of previously unknown sources of pollution or the imposition of new or more stringent requirements may increase the Group's costs and responsibilities, which could have a material adverse effect on the Group's business, financial condition and results of operations. Furthermore, any breach of its regulatory obligations, or even incidents that do not amount to a breach, could have a material adverse effect on the Group's results of operations and its reputation.

***The Group may be subject to procurement risks***

The Acciona Group requires different materials and components for the construction of its projects and, in certain cases (e.g. turbines for the energy business) relies on a limited number of suppliers. If the Group is not able to obtain materials and components for its projects that meet its quality, quantity and cost standards on time, the Group's capacity to construct a project could be interrupted and its production costs could be increased. Furthermore, even well-maintained projects may from time to time experience technical problems or breakdowns as a result of various factors including erroneous installation or malfunction of components, which may require extensive repair. There is a risk that if the appropriate spare parts are not readily available, production may be delayed. Materials and components from new suppliers may also be less suitable for the Group's technology and result in its projects having a lower availability rate, which could have a material adverse effect on the Group's business, financial condition and results of operations.

Additionally, the cost of materials and components may increase or fluctuate due to numerous factors that are outside of the Group's control, such as unfavourable changes in the costs of the natural resources needed for its activities which may be caused by the adoption of embargoes or other trade measure between governments, supply chain disruptions or other external events (such as the COVID-19 pandemic or as may result of the Ukraine conflict and the international sanctions imposed in connection with it). These circumstances could have a material adverse effect on the Group's business, financial condition and results of operations.

### ***Intense market competition may unfavourably affect the Group***

The markets for the Group's businesses may change rapidly because of changes in customer requirements, technological innovations, prices, industry standards, government-driven actions and domestic and international economic factors. The markets for the Group's business are highly competitive and are continually evolving, and the Group faces significant competition in each of the markets in which it operates. Competitors frequently bid aggressively in the tenders in which the Group participates, calculating their bids based on assumptions of low prices for project components, as well as low construction, maintenance, capital and other costs. Such bids may put downward pressure on the average sale price and may make it more difficult for the Group to submit winning bids at prices that ensure targeted or sufficient returns, in particular to cover the debt financing of the relevant projects.

In addition, in each of the markets in which the Group operates, the Group faces competition from local as well as global participants, many of which benefit from extensive experience (both domestically and internationally) in the development and operation of electrical generation facilities, as well as from financial resources, technical capabilities or local awareness that may be comparable to or greater than the Group's. Additionally, new competitors may decide to enter the Group's market as a result of, among other factors, lower initial resource analysis and development costs in comparison with the average costs in these concepts in other energy industries. Increased competition may materially adversely affect the Group's business, financial condition and results of operations.

### ***The Group may be subject to impairment losses***

The Group has property, plant and equipment located in different geographical areas which are subject to different regulatory environments. In accordance with the applicable financial reporting framework, at the end of each financial year, the Group assesses whether there is any indication of possible impairment or any evidence of changes in the facts or circumstances that gave rise to the previously-recognized impairment and any changes in regulations or other aspects that could modify future cash flow expectations. Determining and assessing these indicators involves significant estimates and assumptions by directors and management, and any failure in such determination and assessment could materially and adversely affect the Group's business, financial condition and results of operations.

### ***The Group may be subject to interest rate risks***

Interest rate risk is particularly important in relation to the financing of infrastructure projects, concession arrangements, construction of wind farms or other energy facilities and other projects in which the project's cash flows and profitability are affected by possible changes in interest rates. The Group's loans and lines of credit for the most part accrue interest referenced to Euribor for financing in euros, although some of the Group's debt is also referenced to other indices such as Libor (in process of transition to SOFR) for debt in U.S. dollars and other indices.

The Group uses derivatives to actively manage the interest rate risk and minimise its impact. The level of debt hedged in each project depends on the type of project and the country in which the investment is made. Should the policies implemented by the Group to mitigate the adverse effects caused by interest rate fluctuations prove to be inadequate, this could have a material adverse effect on the Group's business, financial condition and results of operations.

### ***The Group may be subject to exchange rate risks***

Due to the geographic reach of its business operations, the Group conducts business in various currencies, which exposes it to exchange rate risk. The Group is exposed to exchange rate risk primarily arising from debt assumed in foreign currencies, receivables referenced primarily to the evolution of currencies other than the euro and investments in foreign companies. To mitigate exchange rate risk, non-current assets in currencies other than the euro are financed in the same currency in which the assets are denominated and other transactions and cash flows in foreign currency are hedged.

Although the Group enters into hedging arrangements to cover exchange rate risk, there can be no assurance that any current or future hedging contracts will adequately protect the Group's results of operations from the effects of exchange rate fluctuations or will not result in losses which could impair its ability to successfully compete in the market. Any of these risks could be exacerbated in periods of



increased volatility in exchange rates such as that experienced in 2020 as a result of the COVID-19 pandemic.

The business, financial condition and results of operations of the Group could be materially adversely as a result of any of the above risks.

***The Group may be subject to litigation and other legal, administrative and regulatory proceedings***

The Acciona Group is subject to the risk of legal claims and proceedings and regulatory enforcement actions in various jurisdictions arising in the ordinary course of its business and otherwise. See “Description of the Guarantor – Litigation”.

The Group is involved in legal proceedings from time to time and this situation may be exacerbated by any future growth of its operational portfolio. For example, the Group has, and may in the future have additional partners in projects who may initiate legal proceedings against the Group if it fails to perform its obligations under the contracts that the Group has or may have, with them, as applicable. Claims brought against the Group could include, among others, claims for late completion of the projects and claims for failure to deliver the agreed amount of energy.

The results of legal, administrative and regulatory proceedings cannot be predicted with certainty. Even if such proceedings are ultimately resolved in favour of the Group, they may divert a significant amount of its resources and employees’ time or result in negative publicity, to the detriment of its business and reputation. Alternatively, such proceedings may result in substantial monetary damages, regulatory sanctions or even criminal sanctions, as well as damage to its reputation. There is no assurance that the results of current or future legal, administrative or regulatory proceedings or actions will not materially harm the Group’s business, financial condition and results of operations, nor can it guarantee that it will not incur losses in connection with current or future legal, administrative or regulatory proceedings or actions that exceed any provisions that it may have set aside in respect of such proceedings or actions or that exceed any available insurance coverage, any of which could have a material adverse effect on the Group’s business, financial condition and results of operations.

**Risks in relation to the energy business of Acciona Group**

***Difficulties in connecting to distribution or transmission grids or a lack of transmission capacity could impact the Group’s ability to build its projects and to sell the electricity that it generates***

In order to sell the electricity generated by its energy projects, the Group must connect them to the public distribution grid and, to a lesser extent, the electrical transmission grid. The Group’s ability to build a project at a given location depends significantly on its ability to connect the project to the distribution and/or transmission grids. Successful connection to the grid depends on several factors, which vary from one country to another. These factors include, among others, the scope of the transmission infrastructure construction and the reliability and presence of local transmission infrastructure. There can be no assurance that the group will obtain adequate grid connections for its energy projects within the expected time periods and at the expected cost. Further, the Group may be affected by a lack of available capacity in the grid, due to congestion, grid manager restrictions, overproduction by connected facilities or excessive fluctuations in electricity market prices. Any of these factors could have a material adverse effect on the Group’s business, financial condition and results of operations.

***The Group’s power purchase agreements may expose it to certain risks which may affect the Group’s business, financial condition and results of operations***

The Group’s projects often sell electricity under long term power purchase agreements (“PPA”) with counterparties, including government actors, state-owned and non-state owned utilities and corporate offtakers. Failure of PPA counterparties to fulfil their contractual obligations to the Group could have a material adverse effect on the Group’s business, financial condition and results of operations.

Further, the Group’s PPAs may be terminated by the relevant counterparty, subject to the payment of penalties, under certain circumstances such as material delays or lack of achievement of contracted energy volumes, amongst others. The termination of significant PPAs, particularly with respect to the Group’s larger power generating assets, could have a material adverse effect on the Group’s business, financial condition and results of operations.

### ***The maintenance, refurbishment and dismantling of the Group's projects involve significant risks***

The operation of the Group's energy projects involves risks that include the breakdown or failure of equipment or processes or performance below expected levels of output or efficiency. Periodically, the Group experiences failures or interruptions in the operation of its turbines or substations or other material components of its projects. Such failures and performance issues can stem from a number of factors, including human error, intentional damage, power outages, fires, lack of maintenance, general wear over time and other unexpected events. The Group may also be obligated to dismantle certain assets and restore the site to its original state.

Any unanticipated investments at the Group's facilities, including in connection with the maintenance, refurbishment and dismantling of the Group's projects, could result in reduced profitability, which could have a material adverse effect on the Group's business, financial condition and results of operations.

### ***Fluctuations in market electricity prices***

Market electricity prices often exhibit high volatility and depend on a number of factors including, but not limited to, the level of demand, the time of day, carbon prices, the availability and cost of generating capacity available to meet demand, and the structure of the particular markets, including the rules that determine the order in which generating capacity is dispatched and factors affecting the volume of electricity that can be handled by the available transmission infrastructure at a given point in time. The prices at which the energy that the Group produces may be sold in the market depend in part on the relative cost, efficiency and investment needed to develop and operate conventional energy sources (including oil, coal, natural gas and nuclear energy) and renewable energy sources such as those that the Group operates. A decline in the costs of other sources of electricity, such as fossil fuels or nuclear power, could reduce the price of electricity. A significant amount of new electricity generation capacity becoming could also reduce the price of electricity.

There can be no assurance that market prices will remain at levels which enable the Group to maintain profit margins and desired rates of return on investment. A decline in market electricity prices could have a material adverse effect on the Group's business, financial condition and results of operations.

### ***The production of electricity from renewable resources depends heavily on weather conditions***

The production of the Group's energy projects depends largely on natural resources, such as wind intensity or speed, solar irradiation or rainfall. Although the Group plans its projects based on meteorological historical patterns, these resources are outside of the Group's control and may vary significantly over time. If unfavourable meteorological conditions were to occur, particularly over the long term, they could negatively affect the profitability of impacted projects, which could have a material adverse effect on the Group's business, financial condition and results of operations.

### ***Unfavourable changes in regulations or government policies in support of renewable energies could significantly affect the Group's business***

The Group's business and, in general, renewable energy markets, including the development, construction and operation of projects, depend to a significant extent on the continued support of governmental and local authorities. These policies and mechanisms typically enhance the commercial and financial viability of renewable energy projects and often make it easier for developers to secure financing.

A number of factors could result in the reduction or discontinuation of government policies in support of renewable energy in the different jurisdictions in which the Group operates, including pressure to improve the competitiveness of renewable energy products, unfavourable changes, or uncertainty, in feed-in tariffs, political developments which could lead to a deterioration in the conditions for support for renewable energies; and legal challenges to subsidy regimes for renewable energy generation. Any of these circumstances could have a material adverse effect on the Group's business, financial condition and results of operations.

## **Risks in relation to the construction and water business of Acciona Group**

### ***Decreases in the funds allocated to civil engineering projects***

The civil engineering investments included in the annual budget for each of the countries where the Group is present or targeting depend principally on two factors: the government budgetary policy and the economic conditions existing at the time in each country. In Spain as well as in other countries in which the Acciona Group operates, the Group has experienced, and may experience in the future, a reduction in the market levels of tendered civil engineering works. Any decrease in the spending on development and execution of civil engineering projects by governments and local authorities could adversely affect the Group's business, financial condition and results of operations. The delay, suspension or cancellation of private sector projects may also adversely affect the Group's business, financial condition and results of operations.

### ***Reductions in project procurement***

The construction business is highly competitive. In the tendering stage of any civil engineering works, the Group competes against various groups and companies, including large construction groups or engineering companies that may have more experience, resources or local awareness than the Group does. Furthermore, these groups and companies may have greater resources, whether material, technical or financial, or may demand lower returns on investment and be able to present better technical or economic bids.

In these circumstances, the Group may be unable to secure contracts for new civil engineering projects in the geographical areas in which it operates or be obliged to accept the execution of certain projects with lower returns than those obtained in the past. If the Group is unable to obtain sufficient contracts for new civil engineering projects or can only do it under less favourable terms, these circumstances could have a material adverse effect on the Group's business, financial condition and results of operations.

### ***Construction projects may be delayed or exceed their budget***

All large-scale construction projects entail certain risks, such as shortages and the increased costs of materials, machinery and labour. In recent times, the rise of energy prices and disruption of supply chains have caused supply bottlenecks and scarcity or price increases of materials and components that the Group requires for its construction projects. Any failure by contractors and sub-contractors to meet the agreed deadlines and budgets, and any interruptions arising from adverse weather conditions or unexpected technical or environmental difficulties, or other circumstances, such as experienced in 2020 as a result of the Covid-19 pandemic, may cause delays and excess construction costs. Construction agreements with contractors and sub-contractors tend to include contractor and sub-contractor liability clauses to cover these situations, although they may not cover all losses. Additionally, if there are delays, the Group may face a reduction of revenues, penalties and even termination of construction contracts, any of which could have a material adverse effect on the Group's business, financial condition and results of operations.

## **Additional risks in relation to the water business of Acciona Group**

### ***Liability for environmental damages***

The Group's water division develops and manages desalination plants, wastewater treatment plants, and infrastructures for the supply of drinking water and urban sanitation. In the event of malfunctions, certain discharges into the environment, environmental contamination or damages, these could result in significant liabilities being imposed for damages, clean-up costs or penalties. The Group's insurance for environmental liability may not be sufficient or may not apply to any exposure to which it may be subject resulting from the type of environmental damage, and this could have a material adverse effect on the Group's business, financial condition and results of operations.

### ***Adverse public reaction to water and industrial waste management facilities***

Although to date the Group has not encountered major problems, it may face adverse public opinion to its water and waste recycling activities near inhabited areas, the expansion of such existing facilities or the

construction of new facilities. These circumstances could result in restrictions to the current activities of the Group or its plans for future expansion, which could adversely affect its business, financial condition and results of operations.

### **Risks in relation to credit ratings**

#### ***The Group may be subject to risks in relation to the credit rating of the Guarantor***

DBRS has assigned a long-term corporate credit rating of “BBB” and a short-term rating of “R-2 (middle)” to the Guarantor and a “BBB” rating to the Programme. Tranches of Notes issued under the Programme may be rated by DBRS or other rating agency or be unrated.

There is no guarantee that the credit rating currently assigned to the Guarantor or the Programme, or any rating assigned to Tranches of Notes issued under the Programme, will be maintained over time, as credit ratings are periodically reviewed and updated. Therefore, these credit ratings may suffer downgrades and may be suspended or withdrawn at any time by the relevant credit rating agency. Such ratings may not reflect the potential impact of all risks discussed herein, and other factors that may affect the value of any Tranche of Notes. A 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. In addition, credit ratings affect the cost as well as other conditions in relation to the financing of the Group. Any downgrade of the credit rating of the Guarantor would increase the borrowing costs of the Group and could restrict or limit the access to financial markets, which could adversely affect the liquidity of the Group and could have a material adverse effect on the Group's business, financial condition and results of operations.

### **Risks relating to withholding**

#### ***Risks in relation to Spanish taxation***

Article 44 of Royal Decree 1065/2007, as amended by Royal Decree 1145/2011, sets out the reporting obligations applicable to preference shares and debt instruments issued under Law 10/2014. The procedures apply to interest deriving from preference shares and debt instruments to which Law 10/2014 refers, including debt instruments issued at a discount for a period equal to or less than twelve months.

According to the literal wording of Article 44.5 of Royal Decree 1065/2007, income derived from securities originally registered with the entities that manage clearing systems located outside Spain, and are recognised by Spanish law or by the law of another OECD country will be paid free of Spanish withholding tax provided that the relevant paying agent submits to the relevant issuer in a timely manner a statement with the following information: (a) identification of the securities; and (b) total amount of the income corresponding to each clearing system located outside Spain. These obligations refer to the total amount paid to investors through each foreign clearing house. For these purposes, “income” means interest and the difference, if any, between the aggregate amount payable on the redemption of the Notes and the issue price of the Notes.

On 28 April 2022 the Issuer, the Guarantor and The Bank of New York Mellon, London Branch (the “**Fiscal Agent**”) entered into an amended and restated fiscal agency agreement (the “**Agency Agreement**”) where they have arranged certain procedures to facilitate the collection of information concerning the Notes.

In accordance with Article 44 of Royal Decree 1065/2007 as amended by Royal Decree 1145/2011, the Fiscal Agent should provide the Issuer with the above statement, in the form attached to the Agency Agreement, on the business day immediately prior to each interest payment date. The statement must reflect the situation at the close of business of that same day. In the event that on such date, the entity obliged to provide the declaration fails to do so, the relevant Issuer or the Paying Agent on its behalf will make a withholding at the general rate (currently 19 per cent.) on the total amount of the return on the relevant Notes otherwise payable to such entity and will not gross up payments in respect of any such withholding tax.

However, the Spanish Tax Authorities may eventually issue a tax ruling to clarify the interpretation of the currently applicable procedures and it cannot be completely disregarded that such ruling determines that the relevant Issuer, that is tax resident in Spain, should apply a withholding on payments to individuals with tax residence in Spain. If this were the case, identification of Noteholders may be required and the

procedures, if any, for the collection of relevant information will be applied by the relevant Issuer so that it can comply with its obligations under the applicable legislation as clarified by the Spanish Tax Authorities. Neither the Issuer, the Arranger nor the Dealers assume any responsibility thereof.

In the case of Notes held by Spanish resident individuals (and under certain circumstances by Spanish entities subject to Spanish Corporate Income Tax) and deposited with a Spanish resident entity or a Spanish permanent establishment acting as depositary or custodian, payments in respect of the Notes may be subject to withholding by such depositary or custodian, currently at a 19 per cent. rate.

If this were to happen, the Issuer would not gross up payment in respect of any such withholding tax.

### **Risks in relation to the Notes**

#### ***There is no 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 no active trading market or such active trading market may not develop. Accordingly, there is no assurance as to the development or liquidity of any trading market for any particular issue of Notes.

#### ***The Issue price may be greater than the market value of the Notes***

The Issue Price specified in the relevant Pricing Supplement may be more than the market value of the Notes as at the Issue Date, and the price, if any, at which the Dealers or any other person is willing to purchase the Notes in secondary market transactions is likely to be lower than the Issue Price. In particular, the Issue Price may take into account amounts with respect to commissions relating to the issue and sale of the Notes as well as amounts relating to the hedging of the Issuer's obligations under the Notes, and secondary market prices are likely to exclude such amounts. In addition, whilst the proprietary pricing models of the Dealers are often based on well recognised financial principles, other market participants' pricing models may differ or produce a different result.

#### ***Global Notes held in a clearing system***

Notes issued under the Programme may be represented by one or more Global Notes. The Global Notes will be deposited with a common depositary or common safekeeper for Euroclear and/or Clearstream, Luxembourg. Except in the circumstances described in the relevant Global Note, investors will not be entitled to receive Definitive Notes. Euroclear and/or Clearstream, Luxembourg will maintain records of the beneficial interests in the Global Notes.

While the Notes are represented by one or more Global Notes, investors will be able to trade their beneficial interests only through Euroclear and/or Clearstream, Luxembourg and the Issuer will discharge its payment obligations under such Notes by making payments to the common depositary or, in the case of Global Notes in New Global Note form, the common service provider for Euroclear and/or Clearstream, Luxembourg for distribution to their account holders. A holder of a beneficial interest in a Global Note must rely on the procedures of Euroclear and/or Clearstream, Luxembourg to receive payments under their relevant Notes. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Notes.

Holders of beneficial interests in the Global Notes will not have a direct right to take enforcement action against the Issuer under the relevant Notes but will have to rely upon their rights under the deed of covenant dated 28 April 2022 (the "**Deed of Covenant**").

#### ***Notes which are linked to Benchmarks***

The Euro Interbank Offered Rate ("EURIBOR") and other interest rates or other types of rates and indices which are deemed to be benchmarks are the subject of ongoing national and international regulatory discussions and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented.

The EU Benchmarks Regulation applies, subject to certain transitional provisions, to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark, within the EU. 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 (the “UK Benchmarks Regulation”) applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark, within the UK. The EU Benchmarks Regulation or the UK Benchmarks Regulation, as applicable, could have a material impact on any Notes linked to EURIBOR or another benchmark rate or index, in particular, if the methodology or other terms of the benchmark are changed in order to comply with the terms of the EU Benchmark Regulation or UK Benchmark Regulation, and such changes could (amongst other things) have the effect of reducing or increasing the rate or level, or affecting the volatility of the published rate or level, of the benchmark. More broadly, any of the international, national or other proposals for reform, or the general increased regulatory scrutiny of benchmarks, could increase the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any such regulations or requirements. Such factors may 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”.

As an example of such benchmark reforms, on 21 September 2017, the European Central Bank announced that it would be part of a new working group tasked with the identification and adoption of a “risk free overnight rate” which can serve as a basis for an alternative to current benchmarks used in a variety of financial instruments and contracts in the euro area. On 13 September 2018, the working group on Euro risk-free rates recommended the new Euro short-term rate (“€STR”) as the new risk-free rate for the euro area. The €STR was published for the first time on 2 October 2019. Although EURIBOR has subsequently been reformed in order to comply with the terms of the Benchmark 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 €STR or an alternative benchmark.

The elimination of the EURIBOR benchmark or any other benchmark, or changes in the manner of administration of any benchmark, could require or result in an adjustment to the interest provisions of the Notes, or result in other consequences, in respect of any Notes linked to such Benchmark (including but not limited to Floating Rate Notes whose interest rates are linked to EURIBOR which may, depending on the manner in which the EURIBOR benchmark is to be determined under the terms and conditions, result in the effective application of a fixed rate based on the rate which applied in the previous period when EURIBOR was available). Amendments to the terms and conditions of the Notes and/or relevant fall-back provisions may be required to reflect such discontinuance and there can be no assurance that any such amendments will fully or effectively mitigate all future relevant interest rate risks. Any change in the performance of a Benchmark or its discontinuation, could have a material adverse effect on any Notes referencing or linked to such Benchmark.

#### ***The Issuer may redeem the Notes for tax reasons***

An optional redemption feature of Notes is likely to limit their market value. During any period when the Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The Issuer may be expected to redeem Notes if it has or will become obliged to pay additional amounts pursuant to the terms and conditions of the Notes 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 issue date of the relevant Notes and such obligation cannot be avoided by the Issuer taking reasonable measures available to it.

Potential investors should consider the reinvestment risks in light of other investments available at the time any Notes are so redeemed.

#### ***Risks in relation to Spanish taxation***

Under Spanish Law 10/2014 of 26 June 2014 on organisation, supervision and solvency of credit institutions and Royal Decree 1065/2007, of 27 July 2007 (“**Royal Decree 1065/2007**”), as amended by

Royal Decree 1145/2011, of 29 July ("**Royal Decree 1145/2011**"), income payments in respect of the Notes will be made by the Issuer free of withholding tax in Spain if certain information is received by it in a timely manner. On 28 April 2022 the Issuer, the Guarantor and The Bank of New York Mellon, London Branch (the "**Issue and Paying Agent**") have entered into an amended and restated issue and paying agency agreement (the "**Issue and Paying Agency Agreement**") where they have arranged certain procedures to facilitate the collection of information concerning the Notes. The Issuer will withhold Spanish withholding tax from any payment in respect of any outstanding principal amount of the Notes (as applicable) as to which the required information has not been provided and will not gross up payments in respect of any such withholding tax. The Issue and Paying Agency Agreement provides that the Issue and Paying Agent will, to the extent applicable, comply with the relevant procedures to facilitate the collection of information concerning the Notes. The procedures may be modified, amended or supplemented, to, among other reasons, reflect a change in applicable Spanish law, regulation, ruling or interpretation thereof or to reflect a change in applicable clearing system rules or procedures or to add procedures for one or more new clearing systems. See "*Taxation – Taxation in Spain*". Neither the Issuer, the Guarantor nor the Dealers assume any responsibility thereof.

Royal Decree 1145/2011 amended Royal Decree 1065/2007 to provide that any payment of interest made in respect of securities originally registered with a non-Spanish clearing house recognised by Spanish legislation or by the legislation of another OECD country will be made free of any withholding on account of Spanish taxes provided that certain information about the Notes is received by the Issuer. The Issuer considers that any payments in respect of the Notes will be made free of withholding on account of Spanish taxes provided that the relevant information about the Notes is submitted by the Issue and Paying Agent to it in a timely manner.

If at any stage the Spanish tax authorities adopt a different position as to the application by the Issuer of withholding to payments made to Spanish residents (individuals and entities subject to Spanish Corporate Income Tax), the Issuer would be bound by that administrative criterion and would need to make the appropriate withholding immediately thereafter. In such event, the Issuer would not pay additional amounts. Should the Spanish tax authorities adopt such a position, identification of holders may be required and the procedures, if any, for the collection of relevant information would be applied by the Issuer to the extent required so that it can comply with its obligations under the applicable legislation as interpreted by the Spanish tax authorities. If procedures for the collection of information relating to holders were to apply, all holders would be informed of such new procedures and their implications.

In the case of Notes held by Spanish resident individuals (and under certain circumstances by Spanish entities subject to Spanish Corporate Income Tax) and deposited with a Spanish resident entity acting as depositary or custodian, payments in respect of the Notes may be subject to withholding by such depositary or custodian, currently at a 19 per cent. rate. See "*Taxation – Taxation in Spain*".

## DESCRIPTION OF THE ISSUER

Acciona Financiación Filiales, S.A. Unipersonal (the “**Issuer**”) is a Spanish limited liability company (*sociedad anónima*), subject to the Spanish Companies Law (*Ley de Sociedades de Capital*), that was incorporated on 23 May 2014 for an indefinite period. It is registered in the Mercantile Registry of Madrid, Spain at Volume 32,365, sheet 1, Section 8, page number M-582603. The Issuer holds Tax Identification Code number A-87020855. The registered address of the Issuer is in Parque Empresarial de la Moraleja, Avenida de Europa 18, Alcobendas (Madrid) Spain, and its telephone number is +91 663 01 93. The legal entity identifier of the Issuer is 959800MWMYPJ4TSSW126.

### Business overview

The corporate purpose of the Issuer is to manage the financial resources of the Group, attend its financial needs and to manage, optimise and channel the monetary resources and the cash needs of the Group.

### Management

The joint directors (*administradores mancomunados*) of the Issuer as of the date of this Information Memorandum and the date of their first appointment are:

Name of director	Position	First appointment
Acciona Corporación, S.A. ( <i>represented by Ignacio Ferrán Huete</i> )	Joint Director	23 May 2014
Acciona Desarrollo Corporativo, S.A. ( <i>represented by José Ángel Tejero Santos</i> )	Joint Director	23 May 2014

The business address of each director is Parque Empresarial de la Moraleja, Avenida de Europa 18, Alcobendas (Madrid), Spain.

Ignacio Ferrán Huete and José Ángel Tejero Santos act respectively as Director of Corporate Governance and CFSO of Acciona, S.A. As at the date of this Information Memorandum, there are no potential conflicts of interest between the duties of the persons identified above to the Issuer and their private interests and/or duties. No specific measures are in place to regulate the control that Acciona, S.A. exercises over the Issuer.

### Share capital and sole shareholder

The current share capital of the Issuer is €82,413,197, represented by 82,413,197 shares with a par value of €1 each, forming a single class. The share capital is fully paid up. The shares of the Issuer are not listed.

The Issuer is a wholly-owned subsidiary of the Guarantor.

### Financial information

The Issuer was incorporated on 23 May 2014. The English translations of the audited annual accounts of the Issuer for the financial years ended 31 December 2021 and 31 December 2020 have been incorporated by reference in this Information Memorandum.



## DESCRIPTION OF THE GUARANTOR

Acciona, S.A. (the “**Guarantor**”) is a Spanish limited liability company (*sociedad anónima*), subject to the Spanish Companies Law (*Ley de Sociedades de Capital*), that was incorporated on 17 June 1916 for an indefinite period. It is registered in the Mercantile Registry of Madrid at volume 30,116, sheet 120, page number M-216384. The Guarantor holds Tax Identification Code number A-08001851. The registered address of the Guarantor is in Parque Empresarial de la Moraleja, Avenida de Europa 18, Alcobendas (Madrid), Spain, and its telephone number is +34 91 663 28 50 and its website is <https://www.acciona.com/>. The legal entity identifier of the Guarantor is 54930002KP75TLLLNO21.

The Guarantor has been assigned a long-term corporate credit rating of “BBB” and a short-term rating of “R-2 (middle)” by DBRS Ratings GmbH (“**DBRS**”). DBRS is established in the European Economic Area and registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended (the “**CRA Regulation**”) and, as of the date of this Information Memorandum, included in the list of credit rating agencies published by the ESMA on its website, <https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>, in accordance with the CRA Regulation.

### Acciona Group

The Guarantor is the parent company of Acciona group (“**Acciona Group**” or the “**Group**”), a global operator in sustainable infrastructure solutions, especially in renewable energy. Its offer covers the whole value chain, from design and construction to operation and maintenance. The Group carries out its business activities with the commitment to actively contribute to the social and economic development of the communities where it operates.

The origins of the Guarantor go back to the railway operating company Compañía de los Ferrocarriles de Medina del Campo a Zamora y de Orense a Vigo (MZOV), founded in 1862, which in 1978 merged with Cubiertas y Tejados, S.A., founded in 1916, to form Cubiertas y MZOV, S.A. This company merged in 1997 with Entrecanales Távara, S.A., a construction company specialised in large civil works founded in 1931, to form NECSO Entrecanales Cubiertas, S.A., later renamed Acciona, S.A. The Group is now present in 42 countries in 5 continents, with a workforce of more than 38,000 persons.

The Acciona Group is present in selective sustainability indexes, such as FTSE4 Good, Euronext Vigeo Europe 120, Dow Jones Sustainability Index Europe and the Ethibel Sustainability Index (ESI) Excellence Europe. Furthermore, Acciona has been included in the “Sustainability Yearbook 2022” elaborated by S&P Global, and awarded with the Gold Class distinction that places the company on the podium of the best utilities in the world in terms of sustainability.

### Organisational structure

The Group is structured in three different lines of business: energy (“**Acciona Energía**”), infrastructure (“**Acciona Infrastructure**”) and other activities. The infrastructure line of business comprises four different business lines of activity: construction, concessions, water and other infrastructure activities.

The activities of Acciona Energía and Acciona Infrastructure represented 95% of the EBITDA of the Group for the year ended 31 December 2021. The production of energy, particularly wind power, and other energy related construction and development activities of Acciona Energía represented, alone, 73% of the EBITDA of the Group as of 31 December 2021.

#### *Admission to trading of Acciona Energía*

Corporación Acciona Energías Renovables, S.A., a subsidiary of the Guarantor, is the parent company of the Acciona Energía. On 18 February 2021, the Guarantor announced the decision of its Board of Directors to initiate the process for an initial public offering of shares of Corporación Acciona Energías Renovables, S.A. The process was culminated on 1 July 2021 with the admission to trading of the ordinary shares of the company in Spain on the Barcelona, Bilbao, Madrid and Valencia stock exchanges for trading through the Automated Quotation System (*Mercado Continuo*). Following the admission to trading, the Guarantor retains approximately 82.7% of the shares of Corporación Acciona Energías Renovables, S.A. The transaction, a key milestone in the history of the Group, has allowed it to reduce its financial leverage considerably and the Guarantor believes that it will increase the ability of the Group to

invest and enhance its growth potential, not only in energy but also in the sustainable infrastructure activities.

### **Selected financial information**

The following chart shows relevant balance sheet financial data of the Group as of 31 December 2021 and 31 December 2020:

	For the year ended 31 December		% change
	2021	2020*	2021-2020
	(in millions of euros)		
Equity .....	5,557	3,711	50%
Net financial debt .....	4,344	4,733	(8.2)%
Financial gearing .....	78%	128%	(39.1)%
Net Ordinary Capex .....	1,319	829	59.1%

The following chart shows relevant income statements financial data of the Group as of 31 December 2021 and 31 December 2020:

	For the year ended 31 December		% change
	2021	2020*	2021-2020
	(in millions of euros)		
Revenue .....	8,104	6,482	25.0%
EBITDA .....	1,483	1,133	30.9%
Operating Profit .....	829	625	32.6%
Profit before tax, from continuing operations .....	575	517	11.2%
Profit attributable to the parent company .....	332	387	(14.2)%

\* In October 2021, the Spanish National Securities Market Commission (CNMV) completed a review of the accounting practices used by energy industry issuer. The Group has adopted the policies published by the CNMV and has restated the 2020 annual accounts accordingly, as required by IAS 8.

### **Business description**

The following is a description of the business lines of Acciona Group as reflected in the English translation of the audited consolidated annual accounts of the Guarantor for the year ended 31 December 2021.

#### **Energy**

Acciona Energía is one of the world's largest pure-play renewable energy developers, owners and operators according to market intelligence firms. With a total installed capacity of approximately 11.2GW as of 31 December 2021 (consolidated installed capacity of 9.2GW), Acciona Energía owns and operates assets in five main hubs globally, and is present in 17 countries, with over 90% of its capacity located in EOECD countries and multiple renewable energy technologies, including onshore wind, solar PV, hydraulic, solar thermal, biomass and storage, which enabled it to produce a total of 24,541GWh (20,093GWh consolidated) in the year ended 31 December 2021.

With over 30 years of experience, Acciona Energía believes that its global presence, scale and proven track record in the execution and management of renewable energy projects across varied geographies, technologies and regulatory frameworks allows it to maximise its competitiveness and know-how, and to be strategically positioned to benefit from the multiple growth opportunities offered by the transition to a renewable energy world. For the year ended 31 December 2021, the EBITDA of Acciona Energía totaled €1,086 million, a 25.1% increase in comparison to the figure for the year ended 31 December 2020 (€868 million).

In 2021, Acciona Energía was the largest 100% renewable energy supplier in Spain by energy sold according to the Spanish National Markets and Competition Commission (*Comisión Nacional de los*

*Mercados y la Competencia* or CNMC) and is also one of the top-ten developers worldwide by volume of contracted PPAs in 2020, according to Bloomberg New Energy Finance.

Acciona Energía plays a proactive role in decarbonizing the economy while accelerating a profitable and diversified growth in terms of technological and geographical installed capacity and customers.

#### *Integrated value chain*

Acciona Energía operates a fully-integrated value chain and seeks to add value through each of the phases of a project: (i) project development; (ii) project structuring; (iii) engineering and construction; (iv) supply chain; (v) operation and maintenance (“O&M”) and asset management; and (vi) energy management. Acciona Energía believes that having in-house integrated capabilities allows it to obtain economies of scale that result in increased margins, asset quality, agility and asset expertise.

Acciona Energía sells energy in the pool market (subject to regulated prices, feed-in tariffs or in the wholesale market) or through bilateral PPAs, seeking to maintain a diversified combination of different offtake options and energy sales mechanisms.

#### *Geographical footprint*

The business of Acciona Energía is diversified across jurisdictions. The most significant market for Acciona Energía is Spain, but it is also well-positioned in strategic countries such as the United States, Australia, Mexico and Chile which, together with Spain, represented 88% of Acciona Energía’s consolidated installed capacity as of 31 December 2021. Acciona Energía is also present in other markets such as Canada, Italy, Portugal, South Africa, Egypt or India among others.

EBITDA from the operations of Acciona Energía in Spain represented 49% of the total EBITDA of Acciona Energía in the year ended 31 December 2021.

#### *Multi-Technological Approach*

Acciona Energía operates multi-technological projects, including onshore wind, solar PV, hydraulic and biomass and solar thermal. Acciona Energía has also been pioneer in Spain in integrating storage in grid-connected wind and solar PV and floating solar PV.

The table below shows the number of operating projects by geography and technology as of 31 December 2021:

	As of 31 December 2021			
	Wind	Solar PV	Hydraulic	Biomass and solar thermal
Spain .....	169	36	76	3
Rest of Europe(1).....	27	7	-	-
America(2).....	25	6	-	1
Australia .....	5	-	-	-
Other zones(3) .....	5	4	-	-
Total .....	231	53	76	4

(1) Includes Portugal (17 wind farms and 1 solar PV plant), Italy (5 wind farms), Poland (3 wind farms), Hungary (1 wind farm), Croatia (1 wind farm) and Ukraine (6 solar PV plants).

(2) Includes United States (10 wind farms and 1 CSP plant), Canada (4 wind farms), Mexico (7 wind farms and 2 solar PV plants), Costa Rica (1 wind farm) and Chile (3 wind farms and 4 solar PV plants)

(3) Includes South Africa (1 wind farm and 1 solar PV plant), India (4 wind farms) and Egypt (3 solar PV plants).

Acciona Energía is a leading player in the development, construction, operation and maintenance of onshore wind power facilities, having started the construction of the first wind farm in Tarifa (Spain) in 1993. Its leading position and industry knowledge are partly driven by Acciona Energía’s extensive experience as a global supplier of products and services in all areas of the value chain, including as pioneers in the development of wind turbines using Nordex’s proprietary technology, and concrete towers

of up to 120 meters. As of 31 December 2021, Acciona Energía owned 8,787MW of total installed capacity in 231 wind farms with more than 6,507 wind turbines located in 14 countries.

Acciona Energía is a key player in the installation and operation of solar PV plants and a leading international player in building utility-scale assets worldwide. It has been Acciona Energía has been in the solar PV industry in Spain since 2011 when it built its first solar PV plant in Tudela (Navarra). In 2020 Acciona Energía built the first floating solar PV plant connected to the grid in Spain. As of 31 December 2021, Acciona Energía owned 1,460MW of total installed capacity in 53 solar PV plants located in 7 countries.

Acciona Energía also possesses its own power generation assets based on other renewable sources, such as hydroelectric, biomass and solar thermal energy.

### ***Infrastructure***

Acciona Infrastructure is a major international infrastructure operator. With a trajectory of more than one hundred years and presence in more than 30 countries on five continents, Acciona Infrastructure has extensive experience in the development and execution of large-scale projects, implementing environmentally friendly techniques. The business line brings together four business lines: construction, concessions, water and other infrastructure activities. This business line generated 22% of the EBITDA of the Group for the year ended 31 December 2021.

The EBITDA of the business line for the year ended 31 December 2021 totalled €323 million, a 51% increase in comparison to the figure for the year ended 31 December 2020 (€214 million), which was significantly affected by the Covid-19 pandemic.

#### ***Construction***

The construction business line of Acciona Group is the longest standing business activity of the Group. Firmly established in Spain, on an international level it is well established in strategic markets such as Australia, Canada, Mexico, Chile and Poland, with key projects in United Arab Emirates, Norway, Ecuador and the Philippines. This business line generated 50% of the EBITDA of the business line for the year ended 31 December 2021. For the year ended 31 December 2021, the EBITDA of the construction business line totalled €163 million, a 226% increase in comparison to the figure for the year ended 31 December 2020 (€50 million).

The construction business line has extensive experience in developing and executing large-scale operations. It is specialized in three major areas: bridges, roads and special structures; railways and tunnels; and ports and hydraulic projects. It can handle all aspects of projects in any of these areas, from design and engineering to eventual completion and maintenance. The construction business maintained high production levels on the back of large, capital-intensive construction contracts, with the average EBITDA margin increasing marginally.

This business line is a leader in EPC industrial projects, an international pioneer in supporting solar thermal energy and committed to the mission of contributing to sustainable development in the industrial sector through quality and innovation. Acciona's strategy in this area is focused on increasing its number of renewable energy projects worldwide. It currently operates in regions where the sector is most present, via construction and development projects in key countries such as Canada, Australia, South Africa, Mexico, the UAE and Chile.

#### ***Concessions***

This business line comprises the management of concessions for the private development of infrastructure, especially in the area of transport (roads, motorways) and building construction, among which the most significant projects have been concessions awarded for hospital services and education centres. The concessions business line generated 14% of the EBITDA of the business line for the year ended 31 December 2021.

For the year ended 31 December 2021, the EBITDA of the concessions business line of the Group totalled €46 million, a 31% decrease compared to the €67 million for the year ended 31 December 2020. The

decrease was mostly the result of the sale of a material part of the concessions business to Meridiam Infra Invest SLP, Meridiam Infraestructure Fund III SLP and Bestinver, S.A. at the end of the year 2020 and which was completed in 2021.

### *Water*

The water business line focuses on the treatment of water and desalination by reverse osmosis. It offers a full range of services in the integral water cycle, including the design, construction, development and management of desalination plants and waste water treatment plants, the supply of drinking water and sanitation of cities. Within the water business line the Group also operates water concessions. The water business line generated 31% of the EBITDA of the business line for the year ended 31 December 2021.

For the year ended 31 December 2021, the EBITDA of the water business line totalled €100 million, an increase of 18% compared to the €85 million for the year ended 31 December 2020.

### *Other infrastructure activities*

The other infrastructure activities business line of Acciona Group offers integral service solutions for the operation and maintenance of assets in the areas of infrastructure, the industrial sector and cities, obtaining synergies from the integrated management of these activities. This business line operates through the following activities: Facility services, Airport services, Operation and Maintenance of Renewable Energy, Urban and Environmental Services, Energy Efficiency, Forwarding, and Smart city services as well as through the lease of vehicles such as the *motosharing* service. The other infrastructure activities business line generated €14 million of EBITDA, contributing 4% to the EBITDA of the business line for the year ended 31 December 2021, which represented a 17% increase in comparison to the previous year figure.

### **Other Activities**

This division comprises other businesses and activities of the Group, including Bestinver, S.A., which provides asset management and brokerage services; Acciona Inmobiliaria, the real estate line of business of the Group and a leading residential property development and management company in Spain, having developed over 13,000 homes across Spain, Portugal, Poland and Mexico; Silence, one of the largest manufacturers of electric motorbikes in Spain; and Nordex, a publicly-listed company and a leading global manufacturer of onshore wind turbine systems, in which Acciona currently holds a 33.63% equity interest.

## **Sustainability**

### ***Sustainability Master Plan 2021 – 2025***

Since 2009, the Guarantor has had a sustainability committee within its board of directors, responsible for approving the objectives of the sustainability master plan and monitoring the progress of these practices. In 2021 this committee merged with the Audit Committee to create the Audit and Sustainability Committee that supports the Board members in the supervision of accounting, financial and non-financial information, the best practices in sustainability, internal and external audit services and risk management.

In 2021, Acciona Group became the first Spanish energy company to join the Climate Pledge (TCP), which pledge to be carbon neutral by 2040, ten years before the date established in the Paris Agreement. Furthermore, the company reduces its CO<sub>2</sub> generated in line with science prescriptions and offsets all the remaining emissions in line with the needs established by science to keep the increase in global temperature below 1.5°C. These are targets approved by the Science Based Targets initiative.

Since 2010, Acciona Group's sustainability strategy has been based on five-year Sustainability Master Plans (SMPs). The actions and targets contained in these plans are promoted, approved, and supervised by the Board of Director's Audit and Sustainability Committee.

The purpose of the new sustainability master plan 2025 (the "**SMP 2025**") is to encourage the Group to re-imagine infrastructures. Acciona Group invests in, develops and operates infrastructure assets that can make our planet sustainable. In short, making the company a recognised leader in developing basic infrastructure assets with an added value, with people and the planet in mind; in a word, regenerative.

The process of drawing up the SMP 2025 was carried out throughout 2020 and culminated in the first quarter of 2021 with approval of the strategy and the objectives by the Board of Directors' sustainability committee. It has been developed through the exponential sustainability leaders programme, which involves a group of international professionals from the different business units working in a process of co-creation.

It is structured around strategic and operational objectives applicable to the entire organisation with specifications for the different lines of business. It covers the following areas: people centric, positive planet, exponential leadership, and integrate to transform.

The Guarantor's ambition with the SMP 2025 is to increase investment and double its impact. Each of the four pillars of the SMP 2025 has various areas of action and an established route that includes activities ranging from responsible to resilient, adopting the ones that contribute a regenerative impact.

The achievement of SMP 2025 targets is linked to a percentage of the bonuses received by directors, managers and other staff of Acciona Group.

### **Green Financing Framework**

#### *Adherence to the EU Green Bond Standard and Green Bond Principles*

In 2019, the Group developed a new Green Financing Framework (the **"2019 Green Financing Framework"**) that expands the portfolio of eligible green projects based on the contribution of the company to a low carbon economy. The 2019 Green Financing Framework is consistent with the EU Green Bond Standard (EU-GBS) produced by the EU Technical Expert Group (TEG) on Sustainable Finance (June 2019). All green financing transactions of the Group are carried out under the Green Financing Framework.

The 2019 Green Financing Framework was reviewed by Sustainalytics, a reputed sustainability rating agency, which issued a Second-party opinion in November 2019 (the **"Sustainalytics Second-party Opinion"**) confirming the alignment of the 2019 Green Financing Framework of the Group with the most recognised market practices: the Green Bond Principles (**"GBP"**) published by the International Capital Markets Association (ICMA), and the Green Loan Principles (**"GLP"**) administered by the Loan Market Association (LMA).

The 2019 Green Financing Framework and the Sustainalytics Second-party Opinion (together with any amendment or supplement thereof and future Green Financing Framework or Second-party Opinion) will be available for inspection in the Sustainable Finance and Debt Issuances sections of the Group's website, at [www.acciona.com](http://www.acciona.com).

#### *Identification of projects*

All projects that are financed and/or refinanced with proceeds from green financing instruments are selected by the Group's Sustainable Finance Committee (the **"Committee"**) and are evaluated on a quarterly basis. This Committee comprises professionals from the Group's finance and sustainability departments as well as sustainability representatives from the business lines of the Group, project managers and other selected experts. The Committee is responsible for verifying compliance by all projects with the eligibility criteria based on contribution by the Group's green projects to the environmental objectives contemplated in the EU Sustainable Finance Taxonomy. Furthermore, the Group classifies and provide assurance to its activities in accordance to the criteria established by the EU Sustainable Finance Taxonomy.

The Sustainalytics Second-party Opinion provides that the eligible use of proceeds categories outlined in the Framework – (i) electricity supply (ii) transportation and storage (iii) water, sewage, waste management and remediation and (iv) construction and real estate activities – are viewed by Sustainalytics as credible, impactful and aligned with the GBP 2018 and GLP 2018.

### *Verification of use of proceeds (post-issuance)*

Once a year the Group obtains a verification from an external auditor of a management statement on the allocation and verification of the proceeds from green financing instruments to the eligible green project portfolio. In 2021 it was issued by KPMG Asesores, S.L.

### **Litigation**

Members of the Group are engaged in litigation in several jurisdictions arising in the ordinary course of business and otherwise, most notably, tax claims, claims relating to defects in construction projects and differences regarding services rendered. The Group records provisions in its consolidated balance sheet to cover liabilities whenever it is considered that an adverse outcome is more likely than not. Provisions are quantified on the basis of the information available and legal advice and are used to cater for the specific obligations for which they were originally recognised. As of 31 December 2021, provisions for legal contingencies amounted to €26 million (€13 million as of 31 December 2020) corresponding to Acciona Infrastructure in relation to several lawsuits brought against the Group in various jurisdictions.

For a discussion on provisions and litigation, see Note 19 of the English translation of the audited consolidated annual accounts of the Guarantor for the financial year ended 31 December 2021 incorporated by reference in this Information Memorandum (see “*Documents incorporated by reference*”) and “*Risk factors – Risks in relation to the business of Acciona Group – Risks in relation to legal and arbitration proceedings*”).

The following is a summary of certain legal proceedings affecting the Group.

#### *Ruta 160*

Acciona Construcción S.A. and one of its subsidiaries in Chile were defendants and counterclaimants in an arbitration proceeding initiated by Sociedad Concesionaria Autopista Costa Arauco, S.A. for breach of contract and damages in relation to construction works performed by subsidiaries in Chile of Acciona Construcción, S.A. in an infrastructure project in said country. The claimants sought EUR 128 million in damages. An additional arbitration was initiated in September 2021 by the buyers of Sociedad Concesionaria Autopista Costa Arauco, S.A. (which acquired this company in 2017) against Acciona Construcción S.A. and the same subsidiary in Chile, for alleged breach of contract and damages in relation to the purchase of Sociedad Concesionaria Autopista Costa Arauco, S.A. from Acciona Construcción S.A. Agencia Chile and Acciona Concesiones Chile Ltda.

All parties in these two arbitration proceedings reached a global agreement on all their existing disputes in March 2022 and have put an end to the aforementioned arbitration proceedings. The proceedings have thus been closed and no longer affect the Group.

#### *Radial 2*

The Guarantor, Acciona Construcción, S.A. and other companies from different construction groups in Spain are defendants in an action initiated in 2019 by Titulización de Activos, Sociedad Gestora de Fondos de Titulización, S.A., TDA 2015-1 Fondo de Titulización, TDA 2017-2 Fondo de Titulización, Bothar Fondo de Titulización y Kommunkredit Austria, AG as claimants. In this action the claimants seek (i) a declaration that the defendants are in breach of contract by failing to contribute funds to the borrower that provided funds for the financing, construction, maintenance and operation of an infrastructure project in Spain including the R-2 toll highway from Madrid to Guadalajara, the M-50 ring road and the N-II to N-I subsection; and (ii) damages (the Group’s share is 25%, i.e. claimants seek from the Group approximately EUR 142 million).

The Group believes that the arguments of the defendants are solid enough to obtain a ruling dismissing the claim. However, subject to the logical uncertainty derived from the decision-making by the Court, if a negative ruling is awarded, the Group expects it not to be material.

## Management

The members of the board of directors of the Guarantor as of the date of this Information Memorandum, their position within the board and the date of their first appointment are:

Name of director	Position	First appointment
Entrecanales Domecq, José Manuel	Chairman	14 April 1997
Entrecanales Franco, Juan Ignacio	Vice-Chairman	14 April 1997
Figueres Olsen, Karen Christiana	Director	18 May 2017
Sainz de Vicuña Bemberg, Ana	Director	11 June 2015
Entrecanales Domecq, Daniel	Director	4 June 2009
Entrecanales Franco, Javier	Director	22 September 2011
Gerard Rivero, Jerónimo Marcos	Director	24 June 2014
Garay Ibargaray, Juan Carlos	Lead Independent Director	6 June 2013
Sendagorta Gómez del Campillo, Javier	Director	30 May 2018
Pacheco Guardiola, Jose María	Director	30 May 2018
Dulá, Sonia	Director	30 May 2019
Dancausa Treviño, M <sup>a</sup> Dolores	Director	30 June 2021

The business address of each member of the Board of Directors is Parque Empresarial de la Moraleja, Avenida de Europa 18, Alcobendas (Madrid), Spain.

Several members of the Board of Directors perform activities outside the Guarantor. As of the date of this Information Memorandum, the principal activities of the members of the Board of Directors performed by them outside the Guarantor are not significant with respect to the Guarantor. As of the date of this Information Memorandum, there are no potential conflicts of interest between the duties to the Guarantor of the members of the Board of Directors and their private interests and or duties.

The table below sets forth the names of the members of the Board of Directors of the Guarantor that hold a position as member of the Board of Directors in other listed companies:

Name of director	Company	Position
José Manuel Entrecanales Domecq	Corporación Acciona Energías Renovables, S.A. (Acciona Energía)	Chairman of the board of directors and proprietary Director
Juan Ignacio Entrecanales Franco	Corporación Acciona Energías Renovables, S.A. (Acciona Energía)	Proprietary Director
Karen Christiana Figueres Olsen	Corporación Acciona Energías Renovables, S.A. (Acciona Energía)	Proprietary Director and member of the appointments and remuneration committee



Sainz de Vicuña Bemberg, Ana	Prosegur Cash, S.A.	Director and member of the corporate governance, sustainability, appointments and remuneration committee
Entrecanales Domecq, Daniel	Prosegur Cash, S.A.	Director and member of the corporate governance, sustainability, appointments and remuneration committee
Dulá, Sonia	Huntsman Corporation	Director and member of audit committee
	Hemisphere Media Group, Inc <sup>1</sup>	Director and member of audit committee
	Corporación Acciona Energías Renovables, S.A. (Acciona Energía)	Proprietary director and member of the audit and sustainability committee
María Dolores Dancausa Treviño	Bankinter, S.A.	Chief Executive Officer

## Share capital and major shareholders

The current share capital of the Guarantor is €54,856,653, represented by 54,856,653 shares with a par value of €1 each, forming a single class. The share capital is fully paid up.

The shares of the Guarantor are listed in the stock exchanges of Madrid and Barcelona and are included in the IBEX-35 Index.

The largest shareholders of the Guarantor as of the date of this Information Memorandum are:

Company	% shareholding
Tussen de Grachten, B.V.	29.02
Wit Europese Investerings, B.V.	26.10

*Source: Comisión Nacional del Mercado de Valores (Spanish National Securities Market Commission)*

Tussen de Grachten, B.V. and Wit Europese Investerings, B.V. (formerly named Entreazca, B.V.) and their respective shareholders, descendants of Mr José Entrecanales Ibarra, have mutually granted each other a pre-emptive right for the acquisition of their shares in the Guarantor that resulted from the merger of Grupo Entrecanales, S.A. and its subsidiaries with Acciona, S.A. and for the acquisition of their participations in Tussen de Grachten, B.V. and Wit Europese Investerings, B.V.

This pre-emptive right of acquisition shall be effective until 14 July 2026 and shall be renewed automatically for periods of 5 years unless, eighteen (18) months before its expiration, any of Tussen de Grachten B.V. or Wit Europese Investerings, B.V. notifies its termination to the other parties.

The agreement does not impose or assume the existence of concertation between the signatories on the management of Guarantor.

<sup>1</sup> Listed in NYSE

## **CERTAIN INFORMATION IN RESPECT OF THE NOTES**

### **Key information**

The persons involved in the Programme and the capacities in which they act are specified at the end of this Information Memorandum.

The net proceeds of the issue of the Notes will be used for the general corporate purposes of the Group.

### **Information Concerning the Securities to be admitted to trading**

#### ***Total amount of Notes admitted to trading***

The aggregate amount of each issue of Notes will be set out in the applicable Pricing Supplement.

The maximum aggregate principal amount of Notes which may be outstanding at any one time is €1,500,000,000 (or its equivalent in other currencies). Such amount may be increased from time to time in accordance with the Dealer Agreement.

#### ***Type and class of Notes***

Notes will be issued in tranches. Global Notes shall be issued (and interests therein exchanged for definitive Notes, if applicable) in the following minimum denominations:

- (a) for U.S.\$ Notes, U.S.\$500,000 (and integral multiples of U.S.\$1,000 in excess thereof);
- (b) for Euro Notes, €100,000 (and integral multiples of €1,000 in excess thereof);
- (c) for Sterling Notes, £100,000 (and integral multiples of £1,000 in excess thereof); or
- (d) for Yen Notes, ¥100,000,000 (and integral multiples of ¥1,000,000 in excess thereof),

or such other conventionally accepted denominations in those currencies or such other currency as may be agreed between the Issuer and the relevant Dealer from time to time, subject in each case to compliance with all applicable legal and regulatory requirements, provided that Notes (including Notes denominated in Sterling) the proceeds of which are to be accepted by the Issuer in the United Kingdom shall have a minimum denomination as at the date of issue of £100,000 (or its equivalent in other currencies).

The international security identification number of each issue of Notes will be specified in the relevant Pricing Supplement.

#### ***Legislation under which the Notes and the Guarantee have been created***

The English Law Guarantee and the Notes and any non-contractual obligations arising out of or in connection with them are governed by, and construed in accordance with, English law. The Spanish Law Guarantee and any non-contractual obligations arising out of or in connection with it are governed by, and construed in accordance with, Spanish law. The status of the Notes and the Guarantee shall be governed by Spanish law.

#### ***Form of the Notes***

The Notes will be in bearer form. Each issue of Notes will initially be represented by a Global Note which will be deposited with a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system. Each Classic Global Note, as specified in the relevant Pricing Supplement, will be deposited on or around the relevant issue date with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system. Each New Global Note, as specified in the relevant Pricing Supplement, will be deposited on or around the relevant issue date with a common safekeeper for Euroclear and/or Clearstream, Luxembourg. Each Global Note may, if

so specified in the relevant Pricing Supplement, be exchangeable for Notes in definitive bearer form in the limited circumstances specified in the relevant Global Note.

On 13 June 2006 the European Central Bank (the “**ECB**”) announced that 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 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.

### **Currency of the Notes**

Notes may be issued in Euro, Yen, Sterling and U.S. dollars and such other currencies as may be agreed between the Issuer and the relevant Dealer(s) from time to time and subject to the necessary regulatory requirements having been satisfied.

### **Status of the Notes**

The Notes constitute and at all times shall constitute a direct, unsecured and unsubordinated obligation of the Issuer ranking *pari passu* without any preference among themselves and with all present and future unsecured and unsubordinated obligations of the Issuer, other than those preferred by mandatory provisions of law and other statutory exceptions.

In the event of insolvency (*concurso*) of the Issuer, under Royal Legislative Decree 1/2020, of 5 May, enacting the consolidated text of the Insolvency Law (*Real Decreto Legislativo 1/2020, de 5 de mayo, por el que se aprueba el texto refundido de la Ley Concursal*) as amended from time to time (the “**Spanish Insolvency Law**”) claims relating to Notes will be ordinary credits (*créditos ordinarios*) as defined by the Spanish Insolvency Law unless they qualify as subordinated credits (*créditos subordinados*) in the limited circumstances set out in Article 281 of the Spanish Insolvency Law. Ordinary credits rank below credits against the insolvency state (*créditos contra la masa*) and privileged credits (*créditos privilegiados*).

### **Status of the Guarantee**

The obligations of the Guarantor under the Guarantee constitute and at all times shall constitute direct, unsecured and unsubordinated obligations of the Guarantor, ranking *pari passu* without any preference among themselves and with all its present and future unsecured and unsubordinated obligations other than those preferred by mandatory provisions of law and other statutory exceptions.

In the event of insolvency (*concurso*) of the Guarantor, under the Spanish Insolvency Law claims relating to the Guarantee will be ordinary credits (*créditos ordinarios*) as defined by the Spanish Insolvency Law unless they qualify as subordinated credits (*créditos subordinados*) in the limited circumstances set out in Article 281 of the Spanish Insolvency Law. Ordinary credits rank below credits against the insolvency state (*créditos contra la masa*) and privileged credits (*créditos privilegiados*).

### **Rights attaching to the Notes**

Each issue of Notes will be the subject of a Pricing Supplement which, for the purposes of that issue only, supplements the terms and conditions set out in the relevant Global Note or, as the case may be, definitive Notes and must be read in conjunction with the relevant Notes. See “*Forms of Notes*” and “*Form of Pricing Supplement*”.

### **Term of the Notes**

The tenor of the Notes shall be not less than 3 days or more than 364 days from and including the date of issue to, but excluding, the maturity date, subject to applicable legal and regulatory requirements.

### ***Optional Redemption for Tax Reasons***

The Issuer may redeem Notes (in whole but not in part) if it has or will become obliged to pay additional amounts pursuant to the terms and conditions of the Notes 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 issue date of the relevant Notes and such obligation cannot be avoided by the Issuer taking reasonable measures available to it.

### ***Prescription***

Claims for payment of principal and interest in respect of the Notes shall become prescribed and void unless made, in the case of principal, within ten years after the Maturity Date (or, as the case may be, the Relevant Date) or, in the case of interest, five years after the relevant Interest Payment Date in each case as specified in the relevant Pricing Supplement.

### ***Yield Basis***

The Notes may be issued at a discount or at a premium or may bear fixed or floating rate interest. The yield basis in respect of Notes bearing interest at a fixed rate will be set out in the relevant Pricing Supplement.

### ***Authorisations and approvals***

The Issuer and the Guarantor have obtained or will obtain from time to time all necessary consents, approvals and authorisations in connection with the issue and performance of the Notes. The establishment of the Programme was authorised by a resolution of the board of directors of the Guarantor passed on 13 December 2012. The current update of the Programme was authorised by a resolution of the joint directors of the Issuer passed on 22 April 2022. The Guarantor authorised the update of the Programme and the Guarantee by a resolution of its board of directors passed on 26 April 2022.

### ***Admission to trading and dealing arrangements***

Application has been made to Euronext Dublin for Notes issued under the Programme during the period of twelve months after the date of this Information Memorandum to be admitted to the Official List and to trading on the regulated market of Euronext Dublin. Notes may be listed, traded and/or quoted on any other listing authority, stock exchange and/or quotations system, as may be agreed between the Issuer and the relevant Dealer. No Notes may be issued on an unlisted basis.

The Bank of New York Mellon, London Branch at One Canada Square, London E14 5AL, United Kingdom is the Issue and Paying Agent in respect of the Notes.

The Bank of New York Mellon SA/NV, Dublin Branch at Hanover Building, Windmill Lane, Dublin 2, Ireland is the Listing Agent in respect of the Notes.

### ***Expense of the admission to trading***

The expense in relation to the admission to trading of each issue of Notes will be specified in the relevant Pricing Supplement.

### ***Additional Information***

The legal advisers and capacity in which they act are specified at the end of this Information Memorandum.

The Notes to be issued under the Programme have not been rated.

## FORM OF NOTES

### PART A - Form of Multicurrency Global Note

#### ACCIONA FINANCIACIÓN FILIALES, S.A. UNIPERSONAL

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

LEI: 959800MWMYPJ4TSSW126

€1,500,000,000

#### EURO-COMMERCIAL PAPER PROGRAMME

Guaranteed by

#### ACCIONA, S.A.

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

LEI: 54930002KP75TLLLNO21

1. For value received, Acciona Financiación Filiales, S.A. Unipersonal (the “**Issuer**”) promises to pay to the bearer of this Global Note on the Maturity Date set out in the Pricing Supplement or on such earlier date as the same may become payable in accordance with paragraph 4 below (the “**Relevant Date**”), the Nominal Amount or, as the case may be, Redemption Amount set out in the Pricing Supplement, together with interest thereon, if this is an interest bearing Global Note, at the rate and at the times (if any) specified herein and in the Pricing Supplement. Terms defined in the Pricing Supplement attached hereto but not otherwise defined in this Global Note shall have the same meaning in this Global Note.

All such payments shall be made in accordance with an amended and restated issue and paying agency agreement dated 28 April 2022 (as amended and restated or supplemented from time to time, the “**Issue and Paying Agency Agreement**”) between the Issuer and The Bank of New York Mellon, London Branch as the issue and paying agent (the “**Issue and Paying Agent**”), a copy of which is available for inspection, upon reasonable notice, at the offices of the Issue and Paying Agent at One Canada Square, London E14 5AL, United Kingdom, and subject to and in accordance with the terms and conditions set forth below. All such payments shall be made upon presentation and surrender of this Global Note at the office of the Issue and Paying Agent referred to above by transfer to an account denominated in the Specified Currency set out in the Pricing Supplement maintained by the bearer with a bank in the principal financial centre in the country of the Specified Currency or, in the case of a Global Note denominated in Euro, by transfer to a Euro account (or any other account to which Euro may be credited or transferred) maintained by the payee with a bank in the principal financial centre of any member state of the European Union. Each of the Issuer and Acciona, S.A. (the “**Guarantor**”) undertakes that, so long as the Notes are listed, traded and/or quoted on any listing authority, stock exchange and/or quotation system, there will at all times be a paying agent with a specified office in such place as may be required by the rules and regulations of the relevant listing authority, stock exchange and/or quotation system.

Notwithstanding the foregoing, presentation and surrender of this Global Note shall be made outside the United States and no amount shall be paid by transfer to an account in the United States, or mailed to an address in the United States. In the case of a Global Note denominated in U.S. dollars, payments shall be made by transfer to an account denominated in U.S. Dollars in the principal financial centre of any country outside of the United States that the Issuer or the Issue and Paying Agent so chooses.

2. If the Pricing Supplement specifies that the New Global Note form is applicable, this Global Note shall be a “**New Global Note**” or “**NGN**” and the Nominal Amount of Notes represented by this Global Note shall be the aggregate amount from time to time entered in the records of both ICSDs (as defined below). The records of the ICSDs (which expression in this Global Note means the records that each ICSD holds for its customers which reflect the amount of such customers’ interests in the Notes (but excluding any interest in any Notes of one ICSD shown in the records of another ICSD)) shall be conclusive evidence of the Nominal Amount of Notes represented by this Global Note and, for these purposes, a statement issued by an ICSD (which statement shall be made available to the bearer upon request) stating the Nominal Amount of Notes represented by this Global Note at any time shall be conclusive evidence of the records of the ICSD at that time.

If the Pricing Supplement specifies that the New Global Note form is not applicable, this Global Note shall be a “**Classic Global Note**” or “**CGN**” and the Nominal Amount of Notes represented by this Global Note shall be the Nominal Amount stated in the Pricing Supplement or, if lower, the Nominal Amount most recently entered by or on behalf of the Issuer in the relevant column in the Schedule hereto.

3. All payments in respect of this Global Note by or on behalf of the Issuer or the Guarantor shall be made without set-off, counterclaim, fees, liabilities or similar deductions and free and clear of, and without deduction or withholding for or on account of, taxes, levies, duties, assessments or charges of any nature now or hereafter imposed, levied, collected, withheld or assessed by or on behalf of the Kingdom of Spain or any political subdivision thereof or any taxing authority or agency thereof or therein (“**Taxes**”), unless the withholding or deduction of taxes is required by law. In that event, the Issuer or, as the case may be, the Guarantor, shall, to the extent permitted by applicable law or regulation, pay such additional amounts as shall be necessary in order that the net amounts received by the bearer of this Global Note or the holder or beneficial owner of any interest herein or rights in respect hereof (the “**holder**”) after such deduction or withholding shall equal the amount which would have been receivable hereunder in the absence of such deduction or withholding, except that the Issuer or, as the case may be, the Guarantor, shall not be required to pay any additional amounts in relation to any payment:
- (a) to, or to a third party on behalf of, a holder who is liable for such Taxes in respect of such Note by reason of his having some connection with the jurisdiction imposing the Taxes other than the mere holding of such Note;
  - (b) to, or to a third party on behalf of, a holder who would have been able to avoid such deduction or withholding by presenting a certificate of tax residence and/or such other document evidencing its tax residence required by the competent tax authorities;
  - (c) in respect of any Note presented for payment more than 15 days after the Maturity Date (or, as the case may be, the Relevant Date) or, if applicable, the relevant Interest Payment Date or (in either case) the date on which the payment hereof is duly provided for, whichever occurs later, except to the extent that the relevant holder would have been entitled to such additional amounts on presenting the same for payment on the expiry of such period of 15 days;
  - (d) to, or to a third party on behalf of, individuals resident for tax purposes in the Kingdom of Spain, if the Spanish tax authorities determine that payments made to such individuals are not exempt from withholding tax and require a withholding to be made;
  - (e) to, or to a third party on behalf of, a Spanish resident legal entity subject to Spanish Corporate Income Tax, if the Spanish tax authorities determine that the Notes do not comply with the exemption requirements specified in the General Directorate for Taxation’s ruling of 27 July 2004 and require a withholding to be made; or
  - (f) to, or to a third party on behalf of, a holder if the Issuer (or the Guarantor, as the case may be) does not receive any relevant information as may be required by Spanish tax law, regulation or binding ruling or in case the current information procedures are modified, amended or supplemented by any Spanish law, regulation or a binding ruling.

Notwithstanding any other provision of this Global Note, any amounts to be paid in respect of the Notes by or on behalf of the Issuer or the Guarantor will be paid net on any deduction or withholding imposed or required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”), or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any regulations thereunder of official interpretations thereof) or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any fiscal or regulatory legislation, rules or practices implementing such an intergovernmental agreement) (any such withholding or deduction, a “**FATCA Withholding**”). Neither the Issuer, the Guarantor nor any other person will be required to pay any additional amounts in respect of FATCA Withholding.

4. The Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time, on giving not less than 14 days' notice to the holders (which notice shall be irrevocable), at the Redemption Amount specified in the Pricing Supplement, together with (if this Note is an interest bearing Note) interest accrued to the date fixed for redemption, if:

- (a) the Issuer has or will become obliged to pay additional amounts as provided or referred to in paragraph 3 as a result of any change in, or amendment to, the laws or regulations of the Kingdom of Spain or any political subdivision thereof or any authority or agency 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 Issue Date specified in the Pricing Supplement; and
- (b) such obligation cannot be avoided by the Issuer taking reasonable measures available to it,

*provided, however*, that no such notice of redemption shall be given earlier than 14 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts if a payment in respect of the Notes were then due.

Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Issue and Paying Agent:

- (a) 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
- (b) an opinion of independent legal advisers of recognised standing at the cost of the Issuer to the effect that the Issuer 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 paragraph, the Issuer shall be bound to redeem the Notes in accordance with this paragraph.

5. The Issuer, the Guarantor or any of their affiliates may at any time purchase Notes in the open market or otherwise at any price. All Notes so purchased by the Issuer otherwise than in the ordinary course of business of dealings in securities or as a nominee shall be cancelled and shall not be reissued or resold. All Notes so purchased by the Guarantor or any affiliate of the Issuer or the Guarantor may be cancelled, held by the Guarantor or such affiliate or resold.

6. On each occasion on which:

- (i) *Definitive Notes*: Notes in definitive form are delivered; or
- (ii) *Cancellation*: Notes represented by this Global Note are to be cancelled in accordance with paragraph 5,

the Issuer shall procure that:

- (a) if the Pricing Supplement specifies that the New Global Note form is not applicable, (i) the aggregate principal amount of such Notes; and (ii) the remaining Nominal Amount of Notes represented by this Global Note (which shall be the previous Nominal Amount hereof less the aggregate of the amount referred to in (i) above) are entered in the Schedule hereto, whereupon the Nominal Amount of Notes represented by this Global Note shall for all purposes be as most recently so entered; and
- (b) if the Pricing Supplement specifies that the New Global Note form is applicable, details of the exchange or cancellation shall be entered *pro rata* in the records of the ICSDs and the Nominal Amount of the Notes entered in the records of the ICSDs and represented by this Global Note shall be reduced by the principal amount so exchanged or cancelled.

7. The payment obligations of the Issuer represented by this Global Note constitute and at all times shall constitute a direct, unsecured and unsubordinated obligation of the Issuer ranking *pari passu* without any preference among themselves and with all present and future unsecured and unsubordinated obligations of the Issuer, other than obligations preferred by mandatory provisions of law and other statutory exceptions.
8. If the Maturity Date (or, as the case may be, the Relevant Date) or, if applicable, the relevant Interest Payment Date, is not a Payment Business Day (as defined herein) payment in respect hereof will not be made and credit or transfer instructions shall not be given until the next following Payment Business Day (unless that date falls more than 364 days after the Issue Date, in which case payment shall be made on the immediately preceding Payment Business Day) and the bearer of this Global Note shall not be entitled to any interest or other sums in respect of such postponed payment.

As used in this Global Note:

**"Payment Business Day"** means any day other than a Saturday or Sunday which is either (i) if the Specified Currency set out in the Pricing Supplement is any currency other than Euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the Specified Currency set out in the Pricing Supplement (which, if the Specified Currency is Australian dollars, shall be Sydney) or (ii) if the Specified Currency set out in the Pricing Supplement is Euro, a day which is a TARGET Business Day; and

**"TARGET Business Day"** means a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) System or any successor thereto, is operating credit or transfer instructions in respect of payments in Euro.

9. This Global Note is negotiable and, accordingly, title hereto shall pass by delivery and the bearer shall be treated as being absolutely entitled to receive payment upon due presentation hereof (notwithstanding any notation of ownership or other writing thereon or notice of any previous loss or theft thereof).
10. This Global Note is issued in respect of an issue of Notes of the Issuer and is exchangeable in whole (but not in part only) for duly executed and authenticated bearer Notes in definitive form (whether before, on or, subject as provided below, after the Maturity Date):
  - (a) if one or both of Euroclear Bank SA/NV ("**Euroclear**") or Clearstream Banking S.A. ("**Clearstream, Luxembourg**") and, together with Euroclear, the international central securities depositaries or "**ICSDs**") or any other relevant clearing system in which this Global Note is held at the relevant time is closed for business for a continuous period of 14 days (other than by reason of weekends or public holidays, statutory or otherwise) or if any such clearing system announces an intention, or does in fact, permanently cease to do business;
  - (b) if default is made in the payment of any amount payable in respect of this Global Note; or
  - (c) if the Notes are required to be removed from Euroclear, Clearstream, Luxembourg or any other clearing system and no suitable (in the determination of the Issuer) alternative clearing system is available.

Upon presentation and surrender of this Global Note during normal business hours to the Issuer at the offices of the Issue and Paying Agent (or to any other person or at any other office outside the United States as may be designated in writing by the Issuer to the bearer), the Issue and Paying Agent shall authenticate and deliver, in exchange for this Global Note, bearer definitive notes denominated in the Specified Currency set out in the Pricing Supplement in an aggregate nominal amount equal to the Nominal Amount of this Global Note.

11. If, upon any such event and following such surrender, definitive Notes are not issued in full exchange for this Global Note before 5.00 p.m. (London time) on the thirtieth day after surrender,



this Global Note (including the obligation hereunder to issue definitive notes) will become void and the bearer will have no further rights under this Global Note (but without prejudice to the rights which the bearer or any other person may have under a Deed of Covenant dated 28 April 2022, entered into by the Issuer).

12. This Global Note has the benefit of an English law governed deed of guarantee issued by the Guarantor on 28 April 2022 (the “**English Law Guarantee**”) unless “Spanish Law Guarantee” is specified as applicable in the Pricing Supplement, in which case the Global Note has the benefit of a Spanish law governed guarantee issued by the Guarantor on 28 April 2022 (the “**Spanish Law Guarantee**” and, together with the English Law Guarantee, the “**Guarantee**”). Copies of the Guarantee are available for inspection during normal business hours at the offices of the Issue and Paying Agent referred to above.
13. If this is an interest bearing Global Note, then:
  - (a) notwithstanding the provisions of paragraph 1 above, if any payment of interest in respect of this Global Note falling due for payment prior to the Maturity Date remains unpaid on the fifteenth day after falling so due, the amount referred to in paragraph 1 shall be payable on such fifteenth day; and
  - (b) upon each payment of interest (if any) prior to the Maturity Date in respect of this Global Note, the Issuer shall procure that:
    - (i) if the Pricing Supplement specifies that the New Global Note form is not applicable, the Schedule hereto shall be duly completed by the Issue and Paying Agent to reflect such payment; and
    - (ii) if the Pricing Supplement specifies that the New Global Note form is applicable, details of such payment shall be entered pro rata in the records of the ICSDs.
14. If this is a fixed rate interest bearing Global Note, interest shall be calculated on the Nominal Amount as follows:
  - (a) interest shall be payable on the Nominal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date (or, as the case may be, to the Relevant Date), in arrear on the relevant Interest Payment Date, on the basis of the Day Count Convention specified in the Pricing Supplement or, if none is specified, on the basis of the actual number of days in such Interest Period and a year of 360 days or, if this Global Note is denominated in Sterling, 365 days at the Rate of Interest specified in the Pricing Supplement with the resulting figure being rounded to the nearest amount of the Specified Currency which is available as legal tender in the country or countries (in the case of the Euro) of the Specified Currency (with halves being rounded upwards); and
  - (b) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is an “**Interest Period**” for the purposes of this paragraph.
15. If this is a floating rate interest bearing Global Note, interest shall be calculated on the Nominal Amount as follows:
  - (a) in the case of a Global Note which specifies EURIBOR as the Reference Rate in the Pricing Supplement, the Rate of Interest will be the aggregate of EURIBOR and the Margin specified in the Pricing Supplement (if any) above or below EURIBOR. Interest shall be payable on the Nominal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date (or, as the case may be, to the Relevant Date), in arrear on the relevant Interest Payment Date, on the basis of the Day Count Convention specified in the Pricing Supplement or, if none is specified, on the basis of the actual number of days in such Interest Period and a year of 360 days.

As used in this Global Note (and unless otherwise specified in the Pricing Supplement), "**EURIBOR**" shall be equal to EUR-EURIBOR-Reuters (as defined in the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc., as amended, updated or replaced as at the date of this Global Note, (the "**ISDA Definitions**") as at 11.00 a.m. (Brussels time) or as near thereto as practicable on the second TARGET Business Day before the first day of the relevant Interest Period (a "**EURIBOR Interest Determination Date**"), as if the Reset Date (as defined in the ISDA Definitions) was the first day of such Interest Period and the Designated Maturity (as defined in the ISDA Definitions) was the number of months specified in the Pricing Supplement in relation to the Reference Rate;

- (b) in the case of a Global Note which specifies any other Reference Rate in the Pricing Supplement, the Rate of Interest will be the aggregate of such Reference Rate and the Margin (if any) above or below such Reference Rate. Interest shall be payable on the Nominal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the Day Count Fraction specified in the Pricing Supplement. As used in this Global Note, the Reference Rate shall be equal to the Reference Rate which appears on the relevant Reference Rate Screen Page as at the Relevant Time on the Interest Determination Date as each such term is specified in the Pricing Supplement;
- (c) the Calculation Agent specified in the Pricing Supplement will, as soon as practicable after (i) 11.00 a.m. (Brussels time) on each EURIBOR Interest Determination Date, or (ii) on each other specified Interest Determination Date (as the case may be), determine the Rate of Interest and calculate the amount of interest payable (the "**Amount of Interest**") for the relevant Interest Period. "**Rate of Interest**" means the rate which is determined in accordance with the provisions of paragraph 15 (a) or (b) above. The Amount of Interest payable per Note shall be calculated by applying the Rate of Interest to the nominal amount of one Note of each Denomination, multiplying such product by the Day Count Convention specified in the Pricing Supplement or, if none is specified, by the actual number of days in the Interest Period concerned divided by 360 (or 365, according to the market practice for the relevant currency) and rounding the resulting figure to the nearest amount of the Specified Currency which is available as legal tender in the country or countries (in the case of the Euro) of the Specified Currency (with halves being rounded upwards);
- (d) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is called an "**Interest Period**" for the purposes of this paragraph; and
- (e) the Issuer will procure that a notice specifying the Rate of Interest payable in respect of each Interest Period be published as soon as practicable after the determination of the Rate of Interest. Such notice will be delivered to the clearing system(s) in which this Global Note is held at the relevant time in accordance with paragraph 22 or, if this Global Note has been exchanged for bearer definitive Notes pursuant to paragraph 10, will be published in a leading English language daily newspaper published in London (which is expected to be the *Financial Times*). Any such notice shall be deemed to have been given on the date of such delivery or publication.

If the Calculation Agent is unable to determine the Reference Rate specified in the Pricing Supplement in accordance with the provisions of paragraphs (a) or (b) above, due to the relevant benchmark not being calculated or administered or because it becomes illegal for the Calculation Agent to determine any amounts due to be paid as at the relevant Interest Determination Date, the Issuer in consultation with an independent financial advisor (the "**IFA**") appointed by the Issuer in its sole discretion, shall determine any alternative rate which has replaced the benchmark in customary market usage for the purposes of determining the Reference Rate in respect of the Notes, provided that if the IFA determines that there is no clear market consensus as to whether any rate has replaced the relevant benchmark in customary market usage, the IFA shall determine an appropriate alternative rate, and the decision of the IFA will be binding on the Issuer, the Calculation Agent and the holders of the Notes. Notwithstanding the above, if the IFA is not able

to determine an appropriate alternative rate, the Reference Rate shall be the one applicable to the last preceding Interest Period. If the IFA determines, acting in good faith and in a commercially reasonable manner, that an adjustment (which may be positive, negative or zero) to the Margin is required to be applied to the alternative Reference Rate then such adjustment to the Margin as determined by the IFA shall be applied. The Issuer shall promptly thereafter notify the alternative Reference Rate and any adjustment to the Margin to the holders of the Notes as set out in item (f) above.

16. The determination of an applicable Rate of Interest and/or Amount of Interest by the Calculation Agent for any Interest Period pursuant to paragraph 15 shall (in the absence of manifest error) be final and binding upon the Issuer, the Guarantor and the bearer of this Global Note.
17. Instructions for payment must be received at the office of the Issue and Paying Agent referred to above together with this Global Note as follows:
  - (a) if this Global Note is denominated in U.S. dollars, Euro or Sterling at least one Business Day prior to the relevant payment date; and
  - (b) in all other cases, at least two Business Days prior to the relevant payment date.

As used in this paragraph, "**Business Day**" means:

- (i) in the case of payments in Euro, a TARGET Business Day; and
  - (ii) in all other cases, a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre in the country of the Specified Currency set out in the Pricing Supplement.
18. Upon any payment being made in respect of the Notes represented by this Global Note, the Issuer shall procure that:
  - (a) CGN: if the Pricing Supplement specifies that the New Global Note form is not applicable, details of such payment shall be entered in the Schedule hereto and, in the case of any payment of principal, the Nominal Amount of the Notes represented by this Global Note shall be reduced by the principal amount so paid; and
  - (b) NGN: if the Pricing Supplement specifies that the New Global Note form is applicable, details of such payment shall be entered pro rata in the records of the ICSDs and, in the case of any payment of principal, the Nominal Amount of the Notes entered in the records of the ICSDs and represented by this Global Note shall be reduced by the principal amount so paid.
19. This Global Note shall not be validly issued unless manually authenticated by The Bank of New York Mellon, London Branch as Issue and Paying Agent.
20. If the Pricing Supplement specifies that the New Global Note form is applicable, this Global Note shall not be valid for any purpose until it has been effectuated for and on behalf of the entity appointed as common safekeeper by the ICSDs.
21. This Global Note and any non-contractual obligations arising from or connected with it are governed by, and shall be construed in accordance with, English law.

The English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Global Note and any non-contractual obligations arising from or connected with it (including a dispute regarding the existence, validity or termination of this Global Note). The Issuer agrees, and each of the Guarantor and the bearer of this Global Note are deemed to agree, that the English courts are the most appropriate and convenient courts to settle any such dispute and accordingly no such party will argue to the contrary.

The Issuer appoints Bestinver London Office at its office at 15 Grosvenor Gardens, Second Floor, (City of Westminster) London SW1W 0BD, United Kingdom and/or at such other address in England or Wales as the Issuer may specify in writing to the Noteholders, as its agent for service of process in any proceedings before the English courts in connection with this Global Note. If any person appointed as process agent is unable for any reason to act as agent for service of process, the Issuer will appoint another agent, and failing such appointment within 15 days, the bearer shall be entitled to appoint such a person by written notice addressed to the Issuer and delivered to the Issuer or to the office of the Issue and Paying Agent. The Issuer agrees that failure by a process agent to notify it of any process will not invalidate the relevant proceedings. This paragraph 21 does not affect any other method of service allowed by law.

22. For so long as this Global Note is held on behalf of a clearing system, notices to the holders of Notes represented by this Global Note may be given by delivery of the relevant notice to that clearing system for communication by it to entitled accountholders in substitution for publication as required by this Global Note or by delivery of the relevant notice to the holder of the Global Note, except that, for so long as such Notes are admitted to trading on the regulated market of the Irish Stock Exchange plc trading as Euronext Dublin ("**Euronext Dublin**") all notices shall be published in a manner which complies with its rules and regulations.
23. Claims for payment of principal and interest in respect of this Global Note shall become prescribed and void unless made, in the case of principal, within ten years after the Maturity Date (or, as the case may be, the Relevant Date) or, in the case of interest, five years after the relevant Interest Payment Date.
24. No person shall have any right to enforce any provision of this Global Note under the Contracts (Rights of Third Parties) Act 1999.

**AUTHENTICATED** by  
**THE BANK OF NEW YORK MELLON, LONDON**  
**BRANCH**

without recourse, warranty or liability  
and for authentication purposes only

By:.....  
*(Authorised Signatory)*

**EFFECTUATED** for and on behalf of

.....  
as common safekeeper without  
recourse, warranty or liability

By:.....  
*[manual signature]*  
*(Authorised Signatory)*

Signed on behalf of:  
**ACCIONA FINANCIACIÓN FILIALES, S.A.**  
**UNIPERSONAL**

By:.....  
*(Authorised Signatory)*

**SCHEDULE<sup>2</sup>**

### Payments of Interest, Delivery of Definitive Notes and Cancellation of Notes

[illegible]

<sup>2</sup> This Schedule should only be completed where the Pricing Supplement specifies that the New Global Note form is not applicable.

## **PRICING SUPPLEMENT**

*[Completed Pricing Supplement to be attached]*

## PART B - Form of Multicurrency Definitive Note

### ACCIONA FINANCIACIÓN FILIALES, S.A. UNIPERSONAL

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

**Legal Entity Identifier (LEI): 959800MWMYPJ4TSSW126**

**€1,500,000,000**

### EURO-COMMERCIAL PAPER PROGRAMME

Irrevocably and unconditionally guaranteed by

### ACCIONA, S.A.

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

**Legal Entity Identifier (LEI): 54930002KP75TLLN021**

Nominal Amount of this Note: .....

1. For value received, Acciona Financiación Filiales, S.A. Unipersonal (the “**Issuer**”) promises to pay to the bearer of this Note on the Maturity Date set out in the Pricing Supplement, or on such earlier date as the same may become payable in accordance with paragraph 3 below (the “**Relevant Date**”), the above-mentioned Nominal Amount or, as the case may be, the Redemption Amount set out in the Pricing Supplement, together with interest thereon, if this is an interest bearing Note, at the rate and at the times (if any) specified herein and in the Pricing Supplement. Terms defined in the Pricing Supplement attached hereto but not otherwise defined in this Note shall have the same meaning in this Note.

All such payments shall be made in accordance with an amended and restated issue and paying agency agreement dated 28 April 2022 (as amended and restated or supplemented from time to time, the “**Issue and Paying Agency Agreement**”) between the Issuer and The Bank of New York Mellon, London Branch as the issue and paying agent (the “**Issue and Paying Agent**”), a copy of which is available for inspection, upon reasonable notice, at the offices of the Issue and Paying Agent at One Canada Square, London E14 5AL, United Kingdom, and subject to and in accordance with the terms and conditions set forth below. All such payments shall be made upon presentation and surrender of this Note at the office of the Issue and Paying Agent referred to above by transfer to an account denominated in the Specified Currency set out in the Pricing Supplement maintained by the bearer with a bank in the principal financial centre in the country of that currency or, if this Note is denominated in Euro, by transfer to a Euro account (or any other account to which Euro may be credited or transferred) maintained by the payee with a bank in the principal financial centre of any member state of the European Union. Each of the Issuer and Acciona, S.A. (the “**Guarantor**”) undertakes that, so long as the Notes are listed, traded and/or quoted on any listing authority, stock exchange and/or quotation system, there will at all times be a paying agent with a specified office in such place as may be required by the rules and regulations of the relevant listing authority, stock exchange and/or quotation system.

2. All payments in respect of this Note by or on behalf of the Issuer or the Guarantor shall be made without set-off, counterclaim, fees, liabilities or similar deductions, and free and clear of, and without deduction or withholding for or on account of, taxes, levies, duties, assessments or charges of any nature now or hereafter imposed, levied, collected, withheld or assessed by or on behalf of the Kingdom of Spain or any political subdivision thereof or any taxing authority or agency thereof or therein (“**Taxes**”), unless the withholding or deduction of taxes is required by law. In that event, the Issuer or, as the case may be, the Guarantor, shall, to the extent permitted by applicable law or regulation, pay such additional amounts as shall be necessary in order that the net amounts received by the bearer of this Note or the holder or beneficial owner of any interest herein or rights in respect hereof (the “**holder**”) after such deduction or withholding shall equal the amount which would have been receivable hereunder in the absence of such deduction or withholding, except that the Issuer or, as the case may be, the Guarantor, shall not be required to pay any additional amounts in relation to any payment:
  - (a) to, or to a third party on behalf of, a holder who is liable for such Taxes in respect of such Note by reason of his having some connection with the jurisdiction imposing the Taxes other than the mere holding of such Note;

- (b) to, or to a third party on behalf of, a holder who would have been able to avoid such deduction or withholding by presenting a certificate of tax residence and/or such other document evidencing its tax residence required by the competent tax authorities;
- (c) in respect of any Note presented for payment more than 15 days after the Maturity Date (or, as the case may be, the Relevant Date) or, if applicable, the relevant Interest Payment Date or (in either case) the date on which the payment hereof is duly provided for, whichever occurs later, except to the extent that the relevant holder would have been entitled to such additional amounts on presenting the same for payment on the expiry of such period of 15 days;
- (d) to, or to a third party on behalf of, individuals resident for tax purposes in the Kingdom of Spain, if the Spanish tax authorities determine that payments made to such individuals are not exempt from withholding tax and require a withholding to be made;
- (e) to, or to a third party on behalf of, a Spanish resident legal entity subject to Spanish Corporate Income Tax, if the Spanish tax authorities determine that the Notes do not comply with the exemption requirements specified in the General Directorate for Taxation's ruling of 27 July 2004 and require a withholding to be made; or
- (f) to, or to a third party on behalf of, a holder if the Issuer (or the Guarantor, as the case may be) does not receive any relevant information as may be required by Spanish tax law, regulation or binding ruling or in case the current information procedures are modified, amended or supplemented by any Spanish law, regulation or a binding ruling.

Notwithstanding any other provision of this Note, any amounts to be paid in respect of this Note by or on behalf of the Issuer or the Guarantor will be paid net on any deduction or withholding imposed or required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any regulations thereunder or official interpretations thereof) or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any fiscal or regulatory legislation, rules or practices implementing such an intergovernmental agreement) (any such withholding or deduction, a "**FATCA Withholding**"). Neither the Issuer, the Guarantor nor any other person will be required to pay any additional amounts in respect of FATCA Withholding.

3. This Note may be redeemed at the option of the Issuer in whole, but not in part, at any time, on giving not less than 14 days' notice to the holders (which notice shall be irrevocable), at the Redemption Amount specified in the Pricing Supplement, together with (if this Note is an interest bearing Note) interest accrued to the date fixed for redemption, if:

- (a) the Issuer has or will become obliged to pay additional amounts as provided or referred to in paragraph 2 as a result of any change in, or amendment to, the laws or regulations of the Kingdom of Spain or any political subdivision thereof or any authority or agency 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 Issue Date specified in the Pricing Supplement; and
- (b) such obligation cannot be avoided by the Issuer taking reasonable measures available to it,

*provided, however*, that no such notice of redemption shall be given earlier than 14 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts if a payment in respect of the Notes were then due.

Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Issue and Paying Agent:



- (a) 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
- (b) an opinion of independent legal advisers of recognised standing at the cost of the Issuer to the effect that the Issuer 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 paragraph, the Issuer shall be bound to redeem the Notes in accordance with this paragraph.

- 4. The Issuer, the Guarantor or any of their affiliates may at any time purchase Notes in the open market or otherwise at any price. All Notes so purchased by the Issuer otherwise than in the ordinary course of business of dealings in securities or as a nominee shall be cancelled and shall not be reissued or resold. All Notes so purchased by the Guarantor or any affiliate of the Issuer or the Guarantor may be cancelled, held by the Guarantor or such affiliate or resold.
- 5. The payment obligation of the Issuer represented by this Note constitutes and at all times shall constitute a direct, unsecured and unsubordinated obligation of the Issuer ranking *pari passu* without any preference among themselves and with all present and future unsecured and unsubordinated obligations of the Issuer, other than obligations preferred by mandatory provisions of law and other statutory exceptions.
- 6. If the Maturity Date (or, as the case may be, the Relevant Date) or, if applicable, the relevant Interest Payment Date, is not a Payment Business Day (as defined herein) payment in respect hereof will not be made and credit or transfer instructions shall not be given until the next following Payment Business Day (unless that date falls more than 364 days after the Issue Date, in which case payment shall be made on the immediately preceding Payment Business Day), and the bearer of this Note shall not be entitled to any interest or other sums in respect of such postponed payment.

As used herein:

**"Payment Business Day"**, shall mean any day, other than a Saturday or a Sunday, which is both (a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the relevant place of presentation, and (b) either (i) if the Specified Currency set out in the Pricing Supplement is any currency other than Euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in both London and the principal financial centre of the country of the Specified Currency set out in the Pricing Supplement (which, if the Specified Currency is Australian dollars, shall be Sydney) or (ii) if the Specified Currency set out in the Pricing Supplement is Euro, a day which is a TARGET Business Day;

**"TARGET Business Day"** means a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) System, or any successor thereto, is operating credit or transfer instructions in respect of payments in Euro.

- 7. This Note is negotiable and, accordingly, title hereto shall pass by delivery and the bearer shall be treated as being absolutely entitled to receive payment upon due presentation hereof (notwithstanding any notation of ownership or other writing thereon or notice of any previous loss or theft thereof).
- 8. This Note has the benefit of an English law governed deed of guarantee issued by the Guarantor on 28 April 2022 (the **"English Law Guarantee"**) unless "Spanish Law Guarantee" is specified as applicable in the Pricing Supplement, in which case this Note has the benefit of a Spanish law governed guarantee issued by the Guarantor on 28 April 2022 (the **"Spanish Law Guarantee"**) and, together with the English Law Guarantee, the **"Guarantee"**). Copies of the Guarantee are available for inspection during normal business hours at the offices of the Issue and Paying Agent referred to above.

9. [If this is an interest bearing Note, then:
- (a) notwithstanding the provisions of paragraph 1 above, if any payment of interest in respect of this Note falling due for payment prior to the Maturity Date remains unpaid on the fifteenth day after falling so due, the amount referred to in paragraph 1 shall be payable on such fifteenth day; and
  - (b) upon each payment of interest (if any) prior to the Maturity Date in respect of this Note, the Schedule hereto shall be duly completed by the Issue and Paying Agent to reflect such payment.
10. If this is a fixed rate interest bearing Note, interest shall be calculated on the above-mentioned Nominal Amount as follows:
- (a) interest shall be payable on the above-mentioned Nominal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date (or, as the case may be, to the Relevant Date), in arrear on the relevant Interest Payment Date, on the basis of the Day Count Convention specified in the Pricing Supplement or, if none is specified, on the basis of the actual number of days in such Interest Period and a year of 360 days at the Rate of Interest specified in the Pricing Supplement with the resulting figure being rounded to the nearest amount of the Specified Currency which is available as legal tender in the country or countries (in the case of the Euro) of the Specified Currency (with halves being rounded upwards); and
  - (b) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is an "**Interest Period**" for the purposes of this paragraph.
11. If this is a floating rate interest bearing Note, interest shall be calculated on the above-mentioned Nominal Amount as follows:
- (a) in the case of a Note which specifies EURIBOR as the Reference Rate in the Pricing Supplement, the Rate of Interest will be the aggregate of EURIBOR and the Margin specified in the Pricing Supplement (if any) above or below EURIBOR. Interest shall be payable on the above-mentioned Nominal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date (or, as the case may be, to the Relevant Date), in arrear on the relevant Interest Payment Date, on the basis of the Day Count Convention specified in the Pricing Supplement or, if none is specified, on the basis of the actual number of days in such Interest Period and a year of 360 days.

As used in this Note (and unless otherwise specified in the Pricing Supplement), "**EURIBOR**" shall be equal to EUR-EURIBOR-Reuters (as defined in the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc., as amended, updated or replaced as at the date of this Note, (the "**ISDA Definitions**")) as at 11.00 a.m. (Brussels time) or as near thereto as practicable on the second TARGET Business Day before the first day of the relevant Interest Period (a "**EURIBOR Interest Determination Date**"), as if the Reset Date (as defined in the ISDA Definitions) was the first day of such Interest Period and the Designated Maturity (as defined in the ISDA Definitions) was the number of months specified in the Pricing Supplement in relation to the Reference Rate;

- (b) in the case of a Note which specifies any other Reference Rate in the Pricing Supplement, the Rate of Interest will be the aggregate of such Reference Rate and the Margin (if any) above or below such Reference Rate. Interest shall be payable on the Nominal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the Day Count Fraction specified in the Pricing Supplement. As used in this Note, the Reference Rate shall be equal to the Reference Rate which appears on the relevant Reference Rate Screen Page as at the Relevant Time on the Interest Determination Date as each such term is specified in the Pricing Supplement;

- (c) the Calculation Agent specified in the Pricing Supplement will, as soon as practicable after (i) 11.00 a.m. (Brussels time) on each EURIBOR Interest Determination Date, or (ii) on each other specified Interest Determination Date (as the case may be), determine the Rate of Interest and calculate the amount of interest payable (the "**Amount of Interest**") for the relevant Interest Period. "**Rate of Interest**" means the rate which is determined in accordance with the provisions of paragraph 11 (a) or (b) above. The Amount of Interest payable per Note shall be calculated by applying the Rate of Interest to the nominal amount of one Note of each Denomination, multiplying such product by the Day Count Convention specified in the Pricing Supplement or, if none is specified, by the actual number of days in the Interest Period concerned divided by 360 (or 365, according to the market practice for the relevant currency) and rounding the resulting figure to the nearest amount of the Specified Currency which is available as legal tender in the country or countries (in the case of the Euro) of the Specified Currency (with halves being rounded upwards);
- (d) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is called an "**Interest Period**" for the purposes of this paragraph; and
- (e) the Issuer will procure that a notice specifying the Rate of Interest payable in respect of each Interest Period be published as soon as practicable after the determination of the Rate of Interest. Such notice will be delivered to the bearer of this Note or, if that is not practicable, will be published in a leading English language daily newspaper published in London (which is expected to be the *Financial Times*). Any such notice shall be deemed to have been given on the date of such delivery or publication.

If the Calculation Agent is unable to determine the Reference Rate specified in the Pricing Supplement in accordance with the provisions of paragraphs (a) or (b) above, due to the relevant benchmark not being calculated or administered or because it becomes illegal for the Calculation Agent to determine any amounts due to be paid as at the relevant Interest Determination Date, the Issuer in consultation with an independent financial advisor (the "**IFA**") appointed by the Issuer in its sole discretion, shall determine any alternative rate which has replaced the benchmark in customary market usage for the purposes of determining the Reference Rate in respect of this Note, provided that if the IFA determines that there is no clear market consensus as to whether any rate has replaced the relevant benchmark in customary market usage, the IFA shall determine an appropriate alternative rate, and the decision of the IFA will be binding on the Issuer, the Calculation Agent and the holder of the Note. Notwithstanding the above, if the IFA is not able to determine an appropriate alternative rate, the Reference Rate shall be the one applicable to the last preceding Interest Period. If the IFA determines, acting in good faith and in a commercially reasonable manner, that an adjustment (which may be positive, negative or zero) to the Margin is required to be applied to the alternative Reference Rate then such adjustment to the Margin as determined by the IFA shall be applied. The Issuer shall promptly thereafter notify the alternative Reference Rate and any adjustment (if any) to the Margin to the holder of this Note as set out in item (f) above.

- 12. The determination of an applicable Rate of Interest and/or Amount of Interest by the Calculation Agent for any Interest Period pursuant to paragraph 11 shall (in the absence of manifest error) be final and binding upon the Issuer, the Guarantor and the bearer of this Note.
- 13. Instructions for payment must be received at the office of the Issue and Paying Agent referred to above together with this Note as follows:
  - (a) if this Note is denominated in U.S. dollars, Euro or Sterling at least one Business Day prior to the relevant payment date; and
  - (b) in all other cases, at least two Business Days prior to the relevant payment date.

As used in this paragraph, "**Business Day**" means:

- (i) a day other than a Saturday or Sunday on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in London;
  - (ii) in the case of payments in Euro, a TARGET Business Day; and
  - (iii) in all other cases, a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre in the country of the Specified Currency set out in the Pricing Supplement.]<sup>3</sup>
14. This Note shall not be validly issued unless manually authenticated by The Bank of New York Mellon, London Branch as Issue and Paying Agent.
15. This Note and any non-contractual obligations arising from or connected with it are governed by, and shall be construed in accordance with, English law.

The English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Note and any non-contractual obligations arising from or connected with it (including a dispute regarding the existence, validity or termination of this Note). The Issuer agrees, and each of the Guarantor and the bearer of this Note are deemed to agree, that the English courts are the most appropriate and convenient courts to settle any such dispute and accordingly no such party will argue to the contrary.

The Issuer appoints Acciona Infraestructuras, S.A. at its office at Westminster City Hall, Suite 9.5-9.6, 64 Victoria Street, London SW1E 6QP, United Kingdom and/or at such other address in England or Wales as the Issuer may specify in writing to the Noteholders, as its agent for service of process in any proceedings before the English courts in connection with this Note. If any person appointed as process agent is unable for any reason to act as agent for service of process, the Issuer will appoint another agent, and failing such appointment within 15 days, the bearer shall be entitled to appoint such a person by written notice addressed to the Issuer and delivered to the Issuer or to the office of the Issue and Paying Agent. The Issuer agrees that failure by a process agent to notify it of any process will not invalidate the relevant proceedings. This paragraph 14 does not affect any other method of service allowed by law.

16. If this Note has been admitted to trading in the regulated market of the Irish Stock Exchange plc trading as Euronext Dublin ("**Euronext Dublin**"), all notices shall be published in a manner which complies with its rules and regulations.
17. Claims for payment of principal and interest in respect of this Note shall become prescribed and void unless made, in the case of principal, within ten years after the Maturity Date (or, as the case may be, the Relevant Date) or, in the case of interest, five years after the relevant Interest Payment Date.
18. No person shall have any right to enforce any provision of this Note under the Contracts (Rights of Third Parties) Act 1999.

**AUTHENTICATED by**  
**THE BANK OF NEW YORK MELLON, LONDON**  
**BRANCH**  
 without recourse, warranty or liability  
 and for authentication purposes only

Signed on behalf of:  
**ACCIONA FINANCIACIÓN FILIALES, S.A.**  
**UNIPERSONAL**

By:.....

By:.....

<sup>3</sup> If this Note is denominated in Sterling, delete paragraphs 9 through 12 inclusive and replace with interest provisions to be included on the reverse of the Note as indicated below.

*(Authorised Signatory)*

*(Authorised Signatory)*

[On the Reverse]

- (A) [If this is an interest bearing Note, then:
  - (a) notwithstanding the provisions of paragraph 1 above, if any payment of interest in respect of this Note falling due for payment prior to the Maturity Date remains unpaid on the fifteenth day after falling so due, the amount referred to in paragraph 1 shall be payable on such fifteenth day; and
  - (b) upon each payment of interest (if any) prior to the Maturity Date in respect of this Note, the Schedule hereto shall be duly completed by the Issue and Paying Agent to reflect such payment.
- (B) If this is a fixed rate interest bearing Note, interest shall be calculated on the Nominal Amount specified in the Pricing Supplement as follows:
  - (a) interest shall be payable on the Nominal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date (or, as the case may be, to the Relevant Date), in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 365 days at the Rate of Interest specified in the Pricing Supplement with the resulting figure being rounded to the nearest penny (with halves being rounded upwards); and
  - (b) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is an "**Interest Period**" for the purposes of this paragraph (B).
- (C) The determination of an applicable Rate of Interest and/or Amount of Interest by the Calculation Agent for any Interest Period pursuant to paragraph 11 shall (in the absence of manifest error) be final and binding upon the Issuer, the Guarantors and the bearer of this Note.

## SCHEDULE

### Payments of Interest

The following payments of interest in respect of this Note have been made:

Fixed rate interest payments

<u>Date Made</u>	<u>Payment From</u>	<u>Payment To</u>	<u>Gross Amount Paid</u>	<u>Withholding</u>	<u>Net Amount Paid</u>	<u>Notation on behalf of Issue and Paying Agent</u>

Floating rate interest payments

<u>Date Made</u>	<u>Payment From</u>	<u>Payment To</u>	<u>Interest rate per annum</u>	<u>Gross Amount Paid</u>	<u>Withholding</u>	<u>Net Amount Paid</u>	<u>Notation on behalf of Issue and Paying Agent</u>

## **PRICING SUPPLEMENT**

*[Completed Pricing Supplement to be attached]*



## FORM OF PRICING SUPPLEMENT

*Set out below is the form of Pricing Supplement which will be completed in respect of each issue of Notes issued under the Programme and will be attached to the relevant Global or Definitive Notes on issue.*

**[MIFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET –** Solely for the purposes of 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 Directive 2014/65/EU (as amended, "**MiFID II**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer'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 manufacturers' target market assessment) and determining appropriate distribution channels.]

### **ACCIONA FINANCIACIÓN FILIALES, S.A. UNIPERSONAL**

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

**Legal Entity Identifier (LEI): 959800MWMYPJ4TSSW126**

**Issue of [Aggregate Nominal Amount of Notes] [Title of Notes]**

**Guaranteed by**

**ACCIONA, S.A.**

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

**Legal Entity Identifier (LEI): 54930002KP75TLLLNO21**

**Under the €1,500,000,000**

**Euro Commercial Paper Programme  
(the "Programme")**

## **PART A – CONTRACTUAL TERMS**

This document constitutes the Pricing Supplement (as referred to in the Information Memorandum dated 28 April 2022 (as amended, updated or supplemented from time to time, the "**Information Memorandum**") in relation to the Programme) in relation to the issue of Notes referred to above (the "**Notes**"). Terms defined in the Information Memorandum, unless indicated to the contrary, have the same meanings where used in this Pricing Supplement. Reference is made to the Information Memorandum for a description of the Issuer, the Guarantor, the Programme and certain other matters. This Pricing Supplement is supplemental to and must be read in conjunction with the full terms and conditions of the Notes. This Pricing Supplement is also a summary of the terms and conditions of the Notes for the purpose of listing.

Full information on the Issuer, the Guarantor and the offer of the Notes described herein is only available on the basis of the combination of this Pricing Supplement and the Information Memorandum [as so supplemented]. The Information Memorandum [and the supplemental Information Memorandum] [is][are] available for viewing during normal business hours at the registered office of the Issuer at avenida de Europa, 18, 28108 Alcobendas (Madrid), Spain, and at the offices of the Issue and Paying Agent at One Canada Square, London E14 5AL, United Kingdom.

The particulars to be specified in relation to the issue of the Notes are as follows:

*[Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or subparagraphs. Italics denote guidance for completing the Pricing Supplement.]*

- |     |      |                                |  |
|-----|------|--------------------------------|--|
| 1.  | (i)  | Issuer:                        | Acciona Financiación Filiales, S.A. Unipersonal                        |
|     | (ii) | Guarantor                      | Acciona, S.A.  |
| 2.  |      | Type of Note:                  | Euro commercial paper  |
| 3.  |      | Series No:                     | [•]  |
| 4.  |      | Dealer(s):                     | [•]  |
| 5.  |      | Specified Currency:            | [•]  |
| 6.  |      | Nominal Amount:                | [•]  |
| 7.  |      | Trade Date:                    | [•]  |
| 8.  |      | Issue Date:                    | [•]  |
| 9.  |      | Maturity Date:                 | [•] <i>[May not be less than 3 days nor more than 364 days]</i>        |
| 10. |      | Issue Price:                   | [•]  |
| 11. |      | Denomination(s) <sup>4</sup> : | [•]  |
| 12. |      | Redemption Amount:             | [Redemption at par][ [•] per Note of [•] Denomination][ <i>other</i> ] |
| 13. |      | Delivery:                      | [Free of/against] payment  |
| 14. |      | Spanish Law Guarantee          | [Not applicable] [Applicable]  |

*(indicate Applicable only if the Notes are to be guaranteed pursuant to the Spanish Law Guarantee and not by the English Law Guarantee)*

#### PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

- |     |                                   |  |
|-----|-----------------------------------|--|
| 15. | <b>Fixed Rate Note Provisions</b> | [Applicable/Not Applicable]  |
|     |                                   | <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>  |
|     | (i)                               | Rate[(s)] of Interest: [•] [per cent. per annum]   |
|     | (ii)                              | Interest Payment Date(s): [•]  |
|     | (iii)                             | Day Count convention (if different from that specified in the terms and conditions of the Notes): [Not Applicable/ <i>other</i> ]  |
|     |                                   | [The above-mentioned Day Count Convention shall have the meaning given to it in the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc., as amended, updated or |

<sup>4</sup> The Notes will be issued with a denomination of €100,000 each or such other conventionally and legally accepted denomination for commercial paper in the relevant currency or currency unit, *provided that* Notes (including Notes denominated in Sterling) the proceeds of which are to be accepted by the Issuer in the United Kingdom shall have a minimum denomination of £100,000 (or its equivalent in other currencies).

replaced at the Issue Date.]<sup>5</sup>

- (iv) other terms relating to the method of calculating interest for Fixed Rate Notes (if different from those specified in the terms and conditions of the Notes): [Not Applicable/*give details*]

16. **Floating Rate Note Provisions** [Applicable/Not Applicable]

*(If not applicable, delete the remaining subparagraphs of this paragraph)*

- (i) Interest Payment Dates: [•]
- (ii) Calculation Agent (party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Issue and Paying Agent)): [Name] shall be the Calculation Agent]
- (iii) Reference Rate: [•] months [EURIBOR/[Other]]
- (iv) Margin(s): [+/-][•] per cent. per annum
- (v) Day Count Convention (if different from that specified in the terms and conditions of the Notes): [Not Applicable/*other*]  
[The above-mentioned Day Count Convention shall have the meaning given to it in the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc., as amended, updated or replaced at the Issue Date.]<sup>6</sup>
- (vi) Any other terms relating to the method of calculating interest for floating rate Notes (if different from those set out in the terms and conditions of the Notes): [•]

**GENERAL PROVISIONS APPLICABLE TO THE NOTES**

17. Listing and 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 Euronext Dublin 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 [*specify relevant regulated market*] with effect from [•].]
18. Rating: The Notes to be issued under the Programme have not been rated

<sup>5</sup> Delete text in square brackets unless a Day Count Convention which is different from that specified in the terms and conditions of the Notes is used.

<sup>6</sup> Delete text in square brackets unless a Day Count Convention which is different from that specified in the terms and conditions of the Notes is used.

- |     |   |  |
|-----|---|--|
| 19. | Clearing System(s):   | Euroclear, Clearstream, Luxembourg   |
| 20. | Issue and Paying Agent:   | The Bank of New York Mellon, London Branch   |
| 21. | ISIN:   | [•]  |
| 22. | Common code:  | [•]  |
| 23. | Any clearing system(s) other than Euroclear Bank, SA/NV and Clearstream Banking S.A. and the relevant identification number(s): | [Not Applicable/ <i>give name(s) and number(s)</i> ]   |
| 24. | New Global Note:  | [Yes][No]  |
| 25. | Intended to be held in a manner which would allow Eurosystem eligibility:   | <p>[Yes. 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.]/</p> <p>[No. Whilst the designation is specified as “no” at the date of this Pricing Supplement, 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.]]</p> |
| 26. | Relevant Benchmark(s):  | <p>[[<i>Specify benchmark</i>] is provided by [<i>administrator legal name</i>]. [As at the date hereof, [[<i>administrator legal name</i>][appears]/[does not appear] in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 (<i>Register of administrators and benchmarks</i>) of the Benchmark Regulation.] / [Not Applicable]</p>  |

## LISTING AND ADMISSION TO TRADING APPLICATION

This Pricing Supplement comprises the contractual terms required to list and have admitted to trading the issue of Notes described herein pursuant to the €1,500,000,000 euro-commercial paper programme of Acciona Financiación Filiales, S.A. Unipersonal unconditionally and irrevocably guaranteed by Acciona, S.A.

## RESPONSIBILITY

The Issuer and the Guarantor accept responsibility for the information contained in this Pricing Supplement.

Signed on behalf of **ACCIONA FINANCIACIÓN FILIALES, S.A. UNIPERSONAL**

By: .....

Duly authorised

Dated:.....

Signed on behalf of **ACCIONA, S.A.**

By: .....

Duly authorised

Dated:.....

## PART B – OTHER INFORMATION

### 1. INTEREST OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUER/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 following statement:*

**["Save as discussed in "Subscription and Sale", so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer."]**

### 2. ESTIMATED TOTAL EXPENSES RELATED TO THE ADMISSION TO TRADING

Estimated total expenses: [•]

### 3. [Fixed Rate Notes only - YIELD]

Indication of yield: [•]

## TAXATION

*The following summary does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to acquire, hold or dispose of the Notes, and does not purport to deal with the tax consequences applicable to all categories of investors, some of whom (such as dealers in securities) may be subject to special rules. Prospective investors who are in any doubt as to their position should consult with their own professional advisers.*

### 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 summary 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 made with retroactive effect.*

#### 1. Introduction

This information has been prepared in accordance with the following Spanish tax legislation in force at the date of this Information Memorandum:

- (a) of general application, First Additional Provision of Law 10/2014 of 26 June, on regulation, supervision and solvency of credit institutions and 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 ("**Royal Decree 1065/2007**"), as amended by Royal Decree 1145/2011 of 29 July ("**Royal Decree 1145/2011**");
- (b) for individuals resident for tax purposes in Spain who are Personal Income Tax ("**PIT**") taxpayers, Law 35/2006, of 28 November, on the PIT and on the partial amendment of the Corporate Income Tax Law, Non-Resident Income Tax Law and Wealth Tax Law, as amended (the "**PIT Law**") and Royal Decree 439/2007, of 30 March approving the PIT Regulations which develop the PIT Law, as amended, along with Law 19/1991, of 6 June on Wealth Tax, as amended (the "**Wealth Tax Law**"), and Law 29/1987, of 18 December on Inheritance and Gift Tax, as amended (the "**Inheritance and Gift Tax Law**");
- (c) for legal entities resident for tax purposes in Spain which are Corporate Income Tax ("**CIT**") taxpayers, Law 27/2014 of 27 November on Corporate Income Tax, as amended (the "**CIT Law**"), and Royal Decree 634/2015, of 10 July, promulgating the CIT Regulations, as amended (the "**CIT Regulations**"); and
- (d) for individuals and entities who are not resident for tax purposes in Spain which are Non-Resident Income Tax ("**NRIT**") taxpayers, Royal Legislative Decree 5/2004, of 5 March, promulgating the Consolidated Text of the NRIT Law (the "**NRIT Law**"), as amended and Royal Decree 1776/2004, of 30 July, promulgating the NRIT Regulations, as amended, along with the Wealth Tax Law and the Inheritance and Gift Tax Law, as amended.

Whatever the nature and residence of the 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.

#### 2. Spanish tax resident individuals

##### 2.1 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 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 PIT Law, and must be included in the PIT savings taxable base of each investor and taxed currently at 19 per cent. for taxable income up to €6,000; 21 per

cent. for taxable income between €6,000.01 and €50,000; 23 per cent for taxable income between €50,000.01 and €200,000 and 26 per cent for taxable income exceeding €200,000.

Pursuant to Section 44 of Royal Decree 1065/2007, as amended by Royal Decree 1145/2011, any income derived from the Notes will be paid by the Issuer free of Spanish withholding tax provided that the relevant information about the Notes is submitted in the manner detailed in “*Disclosure Obligations in connection with Payments on the Notes*”. In addition, income obtained upon transfer or exchange of the Notes may also be paid free of Spanish withholding tax in certain circumstances.

Nevertheless, in the case of Notes held by Spanish resident individuals and deposited with a Spanish resident entity acting as depositary or custodian, payments of interests under the Notes may be subject to withholding tax currently at a 19 per cent. rate, which may be made by the depositary or custodian.

Amounts withheld, if any, may be credited by the relevant investors against their final PIT liability.

## **2.2 Wealth Tax (*Impuesto sobre el Patrimonio*)**

Individuals with tax residency in Spain will be subject to Wealth Tax, to the extent that their net worth exceeds €700,000, at the applicable rates ranging between 0.2% and 3.5%, without prejudice to any relevant exemption which may apply and the relevant laws and regulations in force in each autonomous region of Spain. Therefore, they should take into account the value of the Notes which they hold as of 31 December.

## **2.3 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 currently range between 0 per cent. and 81.6 per cent. (subject to any specific regional rules), depending on relevant factors.

## **3. Spanish tax resident legal entities**

### **3.1 Corporate Income Tax (*Impuesto sobre Sociedades*)**

Both interest periodically received and income deriving from the transfer, redemption or repayment of the Notes must be included as taxable income of Spanish tax resident legal entities for CIT purposes in accordance with the rules for this tax, being typically subject to the standard rate of 25 per cent., with lower or higher rates applicable to certain categories of taxpayers.

Pursuant to Section 44 of Royal Decree 1065/2007, as amended by Royal Decree 1145/2011, any income derived from the Notes will be paid by the Issuer to Spanish CIT taxpayers (which for the sake of clarity, include Spanish tax resident investment funds and Spanish tax resident pension funds) free of Spanish withholding tax provided that the relevant information about the Notes is submitted in the manner detailed in “*Disclosure Obligations in connection with Payments on the Notes*”.

However, regarding the interpretation of the amendments made by Royal Decree 1145/2011 please refer to “*Risk Factors – Risks in relation to Spanish Taxation*”.

In the case of Notes held by Spanish resident entities and deposited with a Spanish resident entity acting as a depositary or custodian, payments of interest and income deriving from the transfer and redemption may be subject to withholding tax, currently at a 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.

Amounts withheld, if any, may be credited by the relevant investors against their final CIT liability.



### 3.2 **Wealth Tax (*Impuesto sobre el Patrimonio*)**

Legal entities in Spain are not subject to Wealth Tax.

### 3.3 **Inheritance and Gift Tax (*Impuesto sobre Sucesiones y Donaciones*)**

Legal entities resident in Spain for tax purposes which acquire ownership or other rights over the Notes by inheritance, gift or legacy are not subject to the Inheritance and Gift Tax but must include the market value of the Notes in their taxable income for Spanish CIT purposes.

## 4. **Individuals and legal entities tax resident outside Spain**

### 4.1 **Non-Resident Income Tax (*Impuesto sobre la Renta de No Residentes*)**

#### (A) 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 shall be, generally, the same as those previously set out for Spanish CIT taxpayers.

#### (B) Not acting through a permanent establishment in Spain

Both interest payments periodically received and income deriving from the transfer, redemption or repayment of the Notes, obtained by individuals or entities who are not resident in Spain for tax purposes, and who are NRIT taxpayers with no permanent establishment in Spain, are exempt from NRIT, on the same terms laid down for income from public debt.

In order for the exemption to apply, it is necessary to comply with certain information obligations relating to the Notes, in the manner detailed under "*Disclosure obligations in connection with payments on the Notes*" as laid down in Section 44 of Royal Decree 1065/2007, as amended by Royal Decree 1145/2011. If these information obligations are not complied with in the manner indicated, the Issuer will withhold 19 per cent. and the Issuer will not pay additional amounts.

Non-Resident investors entitled to the exemption from NRIT but where the Issuer does not timely receive the information about the Notes in accordance with the procedure described in detail under "*Disclosure obligations in connection with payments on the Notes*" would have to apply directly to the Spanish tax authorities for any refund to which they may be entitled, according to the procedures set forth in the Spanish NRIT Law.

### 4.2 **Wealth Tax (*Impuesto sobre el Patrimonio*)**

Individuals resident in a country with which Spain has entered into a double tax treaty in relation to the Wealth Tax will not be generally subject to such tax on the Notes. Otherwise, under current Wealth Tax Law, non-Spanish resident individuals whose Spanish properties and rights are located in Spain (or that can be exercised within the Spanish territory) and exceed €700,000 could be subject to Wealth Tax during year 2022, the applicable rates ranging between 0.2 per cent. and 3.5 per cent. However, as the income derived from the Notes is exempted from NRIT, any non-resident individuals holding the Notes as of 31 December 2022 will be exempted from Spanish Wealth Tax in respect of such holding.

Legal entities tax resident outside Spain are not subject to Spanish Wealth Tax.

### 4.3 **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 are tax resident 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 the applicable Spanish regional and State legislation.

Legal entities not tax resident in Spain which acquire ownership or other rights over the Notes by inheritance, gift or legacy are not subject to the Inheritance and Gift Tax. They will be subject to NRIT (as described above). If the 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.

### **Payments under the Guarantee**

In the opinion of the Guarantor, any payments of principal and interest made by the Guarantor under the Guarantee may be characterised as an indemnity and, accordingly, be made free and clear of, and without withholding or deduction on account of any Spanish tax.

However, although no clear precedent, statement of law or regulation exists in relation thereto, even if the Spanish tax Authorities take the view that the relevant Guarantor has effectively assumed all the obligations of the Issuer under the Notes subject to and in accordance with the Guarantee, and that accordingly they shall be classified as interest payments for Spanish tax purposes, they should determine that payments made by the Guarantor relating to interest on the Notes will be subject to the same tax rule previously set out for payments made by the Issuer (i.e. payable free of withholding tax provided that the relevant information obligations outlined in *"Disclosure obligation in connection with payments on the Notes"* below are complied with).

### **Disclosure obligations in connection with payments on the Notes**

In accordance with Section 44 of Royal Decree 1065/2007, as amended by Royal Decree 1145/2011, certain information with respect to the Notes must be submitted to the Issuer at the time of each payment (or, alternatively, for interest payments, before the tenth calendar day of the month following the month in which the relevant payment is made).

Such information includes the following:

- (a) Identification of the Notes (as applicable) in respect of which the relevant payment is made;
- (b) the date on which the relevant payment is made;
- (c) total amount of income from the Notes; and
- (d) total amount of income (either from interest payments or redemption) corresponding to each clearing house located outside Spain.

In particular, the Issue and Paying Agent must certify the information above about the Notes by means of a certificate the form of which is attached as Annex I to this Information Memorandum. In light of the above, the Issuer and the Issue and Paying 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 (currently 19 per cent.) from any payment in respect of the relevant Notes. The Issuer will not pay any additional amounts with respect to any such withholding.

If, before the tenth day of the month following the month in which interest is paid, the Issue and Paying Agent provides such information, the Issuer will reimburse the amounts withheld.

However, regarding the interpretation of the amendments made by Royal Decree 1145/2011 please refer to *"Risk Factors – Risks in relation to Spanish Taxation"*.

Investors should note that the Issuer, the Guarantor and the Dealers do not accept any responsibility relating to the procedures established for the collection of information concerning the Notes. Accordingly, neither the Issuer, the Guarantor nor the Dealers will 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. See “*Risk Factors*”. The procedures for providing documentation referred to in this section are set out in detail in the Issue and Paying Agency Agreement which may be inspected upon reasonable notice, at the specified offices of the Issuer and the Issue and Paying Agent. Should any withholding tax be levied in Spain, holders of the Notes should note that they may apply directly to the Spanish tax authorities for any tax refund which may be available to them.

*Set out below is Annex I. Sections in English have been translated from the original Spanish. 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 only hold the Spanish language version of the relevant certificate as the valid one for all purposes.*

#### **U.S. Foreign Account Tax Compliance Act (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 date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register. Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding.

## Annex I

**Anexo al Reglamento General de las actuaciones y los procedimientos de gestión e inspección tributaria y de desarrollo de las normas comunes de los procedimientos de aplicación de los tributos, aprobado por Real Decreto 1065/2007**

**Modelo de declaración a que se refieren los apartados 3, 4 y 5 del artículo 44 del Reglamento General de las actuaciones y los procedimientos de gestión e inspección tributaria y de desarrollo de las normas comunes de los procedimientos de aplicación de los tributos**

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

**Don (nombre), con número de identificación fiscal (...)<sup>(1)</sup>, en nombre y representación de (entidad declarante), con número de identificación fiscal (....)<sup>(1)</sup> y domicilio en (...) en calidad de (marcar la letra que proceda):**

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) Entidad Gestora del Mercado de Deuda Pública en Anotaciones.**

(a) Management Entity of the Public Debt Market in book entry form.

**(b) Entidad que gestiona el sistema de compensación y liquidación de valores con sede en el extranjero.**

(b) Entity that manages the clearing and settlement system of securities resident in a foreign country.

**(c) Otras entidades que mantienen valores por cuenta de terceros en entidades de compensación y liquidación de valores domiciliadas en territorio español.**

(c) Other entities that hold securities on behalf of third parties within clearing and settlement systems domiciled in the Spanish territory.

**(d) Agente de pagos designado por el emisor.**

(d) Issue and Paying Agent appointed by the issuer.

**Formula la siguiente declaración, de acuerdo con lo que consta en sus propios registros:**

Makes the following statement, according to its own records:

**1. En relación con los apartados 3 y 4 del artículo 44:**

1. In relation to paragraphs 3 and 4 of Article 44:

**1.1 Identificación de los valores .....**

1.1 Identification of the securities .....

**1.2 Fecha de pago de los rendimientos (o de reembolso si son valores emitidos al descuento o segregados).....**

1.2 Income payment date (or refund if the securities are issued at discount or are segregated).....

**1.3 Importe total de los rendimientos (o importe total a reembolsar, en todo caso, si son valores emitidos al descuento o segregados) .....**

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 Importe de los rendimientos correspondiente a contribuyentes del Impuesto sobre la Renta de las Personas Físicas excepto cupones segregados y principales segregados en cuyo reembolso intervenga una Entidad Gestora**
- 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 Importe de los rendimientos que conforme al apartado 2 del artículo 44 debe abonarse por su importe íntegro (o importe total a reembolsar si son valores emitidos al descuento o segregados).**
- 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. En relación con el apartado 5 del artículo 44.**
2. In relation to paragraph 5 of Article 44.
- 2.1 Identificación de los valores .....**
- 2.1 Identification of the securities .....
- 2.2 Fecha de pago de los rendimientos (o de reembolso si son valores emitidos al descuento o segregados).....**
- 2.2 Income payment date (or refund if the securities are issued at discount or are segregated) .....
- 2.3 Importe total de los rendimientos (o importe total a reembolsar si son valores emitidos al descuento o segregados).....**
- 2.3 Total amount of income (or total amount to be refunded if the securities are issued at discount or are segregated) .....
- 2.4 Importe correspondiente a la entidad que gestiona el sistema de compensación y liquidación de valores con sede en el extranjero A.**
- 2.4 Amount corresponding to the entity that manages the clearing and settlement system of securities resident in a foreign country A.
- 2.5 Importe correspondiente a la entidad que gestiona el sistema de compensación y liquidación de valores con sede en el extranjero B.**
- 2.5 Amount corresponding to the entity that manages the clearing and settlement system of securities resident in a foreign country B.
- 2.6 Importe correspondiente a la entidad que gestiona el sistema de compensación y liquidación de valores con sede en el extranjero C.**
- 2.6 Amount corresponding to the entity that manages the clearing and settlement system of securities resident in a foreign country C.

**Lo que declaro en ..... a ..... de ..... de .....**

I declare the above in.....on the ..... of ..... of .....

**(<sup>1</sup>)En caso de personas, físicas o jurídicas, no residentes sin establecimiento permanente se hará constar el número o código de identificación que corresponda de conformidad con su país de residencia**

(<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

### General

Each Dealer has represented and agreed (and each further Dealer appointed under the Programme will be required to represent and agree) that it will observe all applicable laws and regulations in any jurisdiction in which it may offer, sell, or deliver Notes and it will not directly or indirectly offer, sell, resell, re-offer or deliver Notes or distribute the Information Memorandum, circular, advertisement or other offering material in any country or jurisdiction except under circumstances that will result, to the best of its knowledge and belief, in compliance with all applicable laws and regulations.

### United States of America

The Notes and the Guarantee have not been and will not be registered under the Securities Act and may not be offered or sold within the United States except in accordance with Regulation S. 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, any Notes and the Guarantee constituting part of its allotment within the United States except in accordance with Rule 903 of Regulation S. Accordingly, each Dealer has represented and agreed (and each further Dealer appointed under the Programme will be required to represent and agree) that neither it, nor any of its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to any Notes and the Guarantee. Terms used in this paragraph have the meanings given to them by Regulation S.

### The United Kingdom

Each Dealer has represented and agreed (and each further Dealer appointed under the Programme will be required to represent and agree) that:

- (a)
  - (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 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 where the issue of the Notes would otherwise constitute a contravention of section 19 of the Financial Services and Markets Act 2000 (the "**FSMA**") by the Issuer;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an 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 Guarantor; and
- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to such Notes in, from or otherwise involving the United Kingdom.

### Ireland

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 sold, placed or underwritten and that it will not sell, place or underwrite the Notes otherwise than in conformity with the provisions of:

- (a) the European Union (Markets in Financial Instruments) Regulations 2017 (as amended), including, without limitation any codes of conduct made thereunder and the provisions of the Investor Compensation Act 1998 (as amended);

- (b) the Irish Central Bank Acts 1942 to 2018 (as amended) and any codes of conduct rules made under Section 117(1) of the Irish Central Bank Act 1989 (as amended);
- (c) the European Union (Prospectus) Regulations 2019 (as amended), the Irish Companies Act 2014 (as amended) (the “**Companies Act**”) and any rules issued under Section 1363 of the Companies Act by the Central Bank of Ireland (the “**Central Bank**”);
- (d) the Market Abuse Regulation (596/2014), the European Union (Market Abuse) Regulations 2016 (as amended) and any rules issued under Section 1370 of the Companies Act by the Central Bank; and
- (e) the Central Bank's implementation notice for credit institutions BSD C 01/02 of 12 November 2002 (as may be amended, replaced or up-dated from time to time) and issued pursuant to Section 8(2) of the Irish Central Bank Act 1971 (as amended).

## France

Each Dealer has represented and agreed and any further holder of the Notes will be deemed to represent and agree, that it has not offered or sold, and will not offer or sell directly or indirectly any Notes to the public in France, and has not distributed and will not distribute or cause to be distributed to the public in France any offering material relating to the Notes and that such offers, sales and distributions have been and will only be made in France to (i) qualified investors (*investisseurs qualifiés*) acting for their own account other than individuals as defined in and in accordance with article L 411-2 and article D 411-1 of the French *Code monétaire et financier* and/or (ii) to providers of investment services relating to portfolio management for the account of third parties.

## 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**”). Accordingly, 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, 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 (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan) or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and other applicable laws, regulations and ministerial guidelines of Japan.

## Spain

Each Dealer represents and agrees that the Notes will not be offered, sold or distributed, nor will any subsequent resale of Notes be carried out in Spain, except in circumstances which do not require the registration of a prospectus in Spain or without complying with all legal and regulatory requirements under the Spanish Securities Market Law (Real Decreto Legislativo 4/2015, de 23 de octubre, por el que se aprueba el texto refundido de la Ley del Mercado de Valores), as amended. Neither the Notes nor the Information Memorandum have been registered with the Spanish Securities Market Commission (Comisión Nacional del Mercado de Valores) and therefore the Information Memorandum is not intended for any public offer of the Notes in Spain which would require the registration of a prospectus.

## GENERAL INFORMATION

### Clearing of the Notes

The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The appropriate Common Code and International Securities Identification Number (ISIN) in relation to each issue of Notes and any other clearing system as shall have accepted the relevant Notes for clearance will be specified in the Pricing Supplement relating thereto.

### Admission to Listing and Trading

It is expected that Notes issued under the Programme may be admitted to the Official List and to trading on the regulated market of Euronext Dublin on or after 28 April 2022. The admission of the Notes to trading on the regulated market of Euronext Dublin will be expressed as a percentage of their principal amount. Any Notes intended to be admitted to the official list and admitted to trading on the regulated market of Euronext Dublin will be so admitted to listing and trading upon submission to Euronext Dublin of the relevant Pricing Supplement and any other information required by Euronext Dublin, subject in each case to the issue of the relevant Notes.

However, Notes may be issued pursuant to the Programme which will be admitted to listing, trading and or quotation by such other listing authority, stock exchange and/or quotation system as the Issuer and the relevant Dealer(s) may agree. No Notes may be issued pursuant to the Programme on an unlisted basis.

### No Significant Change

There has been no significant change in the financial or trading position of the Issuer or the Guarantor since 31 December 2021, being the date of the most recently published audited annual accounts of the Issuer and of the most recently published audited consolidated annual accounts of the Guarantor.

### Legal and Arbitration Proceedings

Saved as disclosed in the section headed "*Description of the Guarantor – Litigation*", neither the Issuer, the Guarantor nor any of the members of the Group have been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer or the Guarantor are aware) during the 12 months preceding the date of this Information Memorandum which may have, or have had in the recent past, significant effects on the financial position or profitability of the Issuer or the Guarantor.

### Independent Auditors

The consolidated annual accounts of the Guarantor for each of the financial years ended 31 December 2021 and 31 December 2020 and the annual accounts of the Issuer for each of the financial years ended 31 December 2021 and 31 December 2020 have been audited by KPMG Auditores, S.L., registered in the Official Registry of Auditors (*Registro Oficial de Auditores de Cuentas*) under number S0702. The registered office of KPMG Auditores, S.L. is Paseo de la Castellana, 259C, 28046 Madrid, Spain.

### LEI Codes

The Legal Entity Identifier (LEI) of the Issuer is 959800MWMYPJ4TSSW126.

The Legal Entity Identifier (LEI) of the Guarantor is 54930002KP75TLLLNO21.

### Documents on Display

From the date hereof, so long as any Notes remain outstanding and throughout the life of the Programme, copies (and, where appropriate, English translations) will be available for inspection upon reasonable notice at the specified offices (which are set out below) of the Issuer and the Issue and Paying Agent:

- (a) the by-laws of the Issuer and the Guarantor;



- (b) the audited annual accounts and other financial information listed in "*Documents Incorporated by Reference*" above;
- (c) this Information Memorandum, together with any supplements thereto;
- (d) any Pricing Supplement in respect of Notes listed on any stock exchange;
- (e) the Issue and Paying Agency Agreement;
- (f) the Guarantee;
- (g) the Deed of Covenant; and
- (h) 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).

## **REGISTERED OFFICE OF THE ISSUER**

### **Acciona Financiación Filiales, S.A. Unipersonal**

Avenida de Europa 18  
28108 Alcobendas  
Madrid  
Spain

## **REGISTERED OFFICE OF THE GUARANTOR**

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28108 Alcobendas  
Madrid  
Spain

## **ARRANGER AND DEALER**

### **Banco Santander, S.A.**

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Madrid  
Spain

## **DEALERS**

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07002 Palma de Mallorca  
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### **Banco Bilbao Vizcaya Argentaria, S.A.**

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Spain

### **Banco de Sabadell, S.A.**

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Spain

### **Bankinter, S.A.**

Paseo de la Castellana 29  
28046 Madrid  
Spain

### **Bestinver Sociedad de Valores, S.A.**

Velázquez 140, 2º  
28006 Madrid  
Spain

### **CaixaBank, S.A.**

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46002 Valencia  
Spain

### **Norbolsa, S.V., S.A.**

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Spain

## **ISSUE AND PAYING AGENT**

### **The Bank of New York Mellon, London Branch**

One Canada Square  
London E14 5AL  
England

## **IRISH LISTING AGENT**

### **The Bank of New York Mellon SA/NV, Dublin Branch**

Hanover Building  
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Dublin 2  
Ireland

**INDEPENDENT AUDITORS**

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28046 Madrid  
Spain

**LEGAL ADVISERS**

*To the Dealer as to Spanish and English law*

**Simmons & Simmons LLP**  
Miguel Ángel 11  
28010 Madrid  
Spain