



Enagás Financiaciones, S.A.U.

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

€4,000,000,000

Guaranteed Euro Medium Term Note Programme

**guaranteed by
Enagás, S.A.**

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

Under the Guaranteed Euro Medium Term Note Programme described in this Base Prospectus (the “**Programme**”), Enagás Financiaciones, S.A.U. (the “**Issuer**”), subject to compliance with all relevant laws, regulations and directives, may from time to time issue Guaranteed Euro Medium Term Notes (the “**Notes**”). The aggregate nominal amount of Notes outstanding will not at any time exceed €4,000,000,000 (or the equivalent in other currencies at the date of issue).

The payment of all amounts due in respect of the Notes will be unconditionally and irrevocably guaranteed by Enagás, S.A. (“**Enagás**” or the “**Guarantor**”). The obligations of the Guarantor in that respect (the “**Guarantee**”) are contained in the deed of guarantee dated 11 May 2016.

The Prospectus has been approved by the Commission de Surveillance du Secteur Financier (the “**CSSF**”), as competent authority under Regulation (EU) 2017/1129, as amended (the “**Prospectus Regulation**”). The CSSF only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of either the Issuer, the Guarantor or the quality of the Notes that are the subject of this Base Prospectus and investors should make their own assessment as to the suitability of investing in the Notes. The CSSF assumes no responsibility as to the economic and financial soundness of the issue of any Notes or the quality or solvency of the Issuer in line with the provisions of article 6(4) of the Luxembourg Act dated 16 July 2019 relating to prospectuses for securities. Application has also been made to the Luxembourg Stock Exchange for the Notes issued under the Programme to be listed on the official list of the Luxembourg Stock Exchange (the “**Official List**”) and to be admitted to trading on the Luxembourg Stock Exchange’s regulated market, which is a regulated market for the purposes of Directive 2014/65/EU of the European Parliament and of the Council on markets in financial instruments, as amended (“**MiFID II**”). References in this Base Prospectus to Notes being “listed” (and all related references) shall mean that such Notes have been listed on the Official List and admitted to trading on the Luxembourg Stock Exchange’s regulated market. Unlisted Notes may not be issued pursuant to the Programme. The relevant Final Terms in respect of the issue of any Notes will specify whether or not such Notes will be listed on the Official List and admitted to trading on the Luxembourg Stock Exchange’s regulated market (or any other stock exchange).

Each Series (as defined in “General Description of the Programme – Method of Issue”) of Notes will be represented on issue by a temporary global note (each a “temporary Global Note”) or a permanent global note (each a “permanent Global Note”). If the Global Note are stated in the applicable Final Terms to be issued in new global note (“**NGN**”) form, the Global Notes will be delivered on or prior to the original issue date of the relevant Tranche to a common Safekeeper (the “**Common Safekeeper**”) for Euroclear Bank SA/NV (“**Euroclear**”) and Clearstream Banking, SA (“**Clearstream, Luxembourg**”). Global Notes which are not issued in NGN form (“**Classic Global Notes**” or “**CGNs**”) will be deposited on the issue date of the relevant Tranche with a common depository on behalf of Euroclear and Clearstream, Luxembourg (the “**Common Depository**”). The provisions governing the exchange of interests in Global Notes for other Global Notes and definitive Notes are described in “Summary of Provisions Relating to the Notes while in Global Form”.

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

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

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

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

offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

UK MiFIR product governance / target market – The Final Terms in respect of any Notes may include a legend entitled “**UK MiFIR Product Governance**” which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the “**UK MiFIR Product Governance Rules**”) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

Amounts payable on Floating Rate Notes may be calculated by reference to one of the certain reference rates as specified in the relevant Final Terms, as the Euro Interbank Offered Rate (“**EURIBOR**”) which is administered by the European Money Markets Institute (“**EMMI**”) or the Sterling Overnight Index Average (“**SONIA**”) which is administered by the Bank of England. If any such reference rate constitutes a benchmark for the purposes of Regulation (EU) No. 2016/1011, as amended (the “**EU Benchmark Regulation**”), the Final Terms will indicate whether or not the benchmark is provided by an administrator included in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority (“**ESMA**”) pursuant to Article 36 of the EU Benchmark Regulation. As at the date of this Base Prospectus, EMMI (the administrator of EURIBOR) appears on the register of administrators and benchmarks established and maintained by ESMA. As at the date of this Base Prospectus, the Bank of England (the administrator of SONIA) does not appear on the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 of the EU Benchmark Regulation. As far as the Issuer is aware, the administrator of SONIA does not fall within the scope of the EU Benchmark Regulation by virtue of Article 2 of the EU Benchmark Regulation. The registration status of any administrator under the EU Benchmark Regulation is a matter of public record and, save where required by applicable law, the Issuer does not intend to update the Final Terms to reflect any change in the registration status of the administrator.

The rating of certain Series of Notes to be issued under the Programme may be specified in the applicable Final Terms. Whether or not each credit rating applied for in relation to the relevant Series of Notes will be treated as having been (i) issued or endorsed by a credit rating agency established in the European Union and registered under Regulation (EC) No. 1060/2009, as amended (the “**EU CRA Regulation**”) and/or (ii) issued or endorsed by a credit rating agency established in the United Kingdom and registered or certified under the Regulation (EU) No 1060/2009 as it forms part of the domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the “**UK CRA Regulation**”) will be disclosed in the relevant Final Terms. A list of registered credit rating agencies is published at the European Securities and Market Authority’s website: www.esma.europa.eu. The Guarantor’s long-term debt is rated “**BBB+**” by Fitch Ratings Ireland Limited (“**Fitch**”) and “**BBB**” by S&P Global Ratings Europe Limited (“**S&P**”). Fitch and S&P are each a credit rating agency established in the EEA and registered under the EU CRA Regulation.

Prospective investors should have regard to the factors described under the section headed “**Risk Factors**” in this Base Prospectus.

This Base Prospectus will be valid as a base prospectus under the Prospectus Regulation for 12 months until 27 May 2022. The obligation to supplement this Base Prospectus in the event of significant new factors, material mistakes or material inaccuracies will not apply following the expiry of that period.

Dealers

BBVA	BNP PARIBAS
CAIXABANK	CITIGROUP
IMI – INTESA SANPAOLO	MEDIOBANCA
MIZUHO SECURITIES	NATIXIS
SANTANDER CORPORATE AND INVESTMENT BANKING	SOCIÉTÉ GÉNÉRALE CORPORATE & INVESTMENT BANKING

Arranger for the Programme

BNP PARIBAS

This Base Prospectus comprises a base prospectus for Article 8 of the Prospectus Regulation.

The Issuer and the Guarantor (the “**Responsible Persons**”) accept responsibility for the information contained in this Base Prospectus. To the best of the knowledge of the Issuer and the Guarantor the information contained in this Base Prospectus is in accordance with the facts. The Prospectus as completed by the Final Terms makes no omission likely to affect the import of such information.

This Base Prospectus is to be read in conjunction with all documents which are incorporated herein by reference (see “**Documents Incorporated by Reference**”).

No person has been authorised to give any information or to make any representation other than those contained in this Base Prospectus in connection with the issue or sale of the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, the Guarantor or any of the Dealers or the Arranger (as defined in “General Description of the Programme”). Neither the delivery of this Base Prospectus nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer or the Guarantor since the date hereof or the date upon which this Base Prospectus has been most recently supplemented or that there has been no adverse change in the financial position of the Issuer or the Guarantor since the date hereof or the date upon which this Base Prospectus has been most recently supplemented or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

In the case of any Notes which are to be admitted to trading on a regulated market within the EEA or offered to the public in a Member State of the EEA in circumstances which require the publication of a prospectus under the Prospectus Regulation, the minimum specified denomination shall be €100,000 (or its equivalent in any other currency as at the date of issue of the Notes). Unless otherwise permitted by the current laws and regulations, Notes (including Notes denominated in sterling) which have a maturity of less than one year and in respect of which the issue proceeds are to be accepted by the Issuer in the UK or whose issue otherwise constitutes a contravention of section 19 of FSMA will have a minimum denomination of £100,000 (or its equivalent in other currencies).

The distribution of this Base Prospectus and the offering or sale of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus comes are required by the Issuer, the Guarantor, the Dealers and the Arranger to inform themselves about and to observe any such restriction. The Notes and the Guarantee have not been and will not be registered under the U.S. Securities Act of 1933 (the “Securities Act”) and the Notes are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons. For a description of certain restrictions on offers and sales of Notes and on distribution of this Base Prospectus, see “Subscription and Sale”.

This Base Prospectus does not constitute an offer of, or an invitation by or on behalf of the Issuer, the Guarantor or the Dealers to subscribe for, or purchase, any Notes.

The Arranger and the Dealers have not separately verified the information contained in this Base Prospectus. None of the Dealers or the Arranger makes any representation, express or implied, or accepts any responsibility, with respect to the accuracy or completeness of any of the information in this Base Prospectus. No Dealer accepts any liability in relation to the information contained or incorporated by reference in this Base Prospectus or any other information provided by the Issuer in connection with the Programme.

To the fullest extent permitted by law, none of the Dealers or the Arranger or the Fiscal Agent accepts any responsibility for the contents of this Base Prospectus or for any other statement, made or purported to be made by the Arranger or a Dealer or the Fiscal Agent or on its behalf in connection with the Issuer, the Guarantor or the issue and offering of the Notes. The Arranger and each Dealer and the Fiscal Agent accordingly disclaims all and any liability whether arising in tort or contract or otherwise (save as referred to above) which it might otherwise have in respect of this Base Prospectus or any such statement. Neither this Base Prospectus nor any other financial statements are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuer, the Guarantor, the Arranger or the Dealers that any recipient of this Base Prospectus or any other financial statements should purchase the Notes. Each potential purchaser of Notes should determine for itself the relevance of the information contained in this Base Prospectus and its purchase of Notes should be based upon such investigation as it deems necessary. None of the Dealers or the Arranger undertakes to review the financial condition or affairs of the Issuer or the Guarantor during the life of the arrangements contemplated by this Base Prospectus or to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Dealers or the Arranger.

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

In this Base Prospectus, unless otherwise specified or the context otherwise requires, references to euro and € are to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty establishing the European Community, as amended; references to \$, U.S. dollars or dollars are to United States dollars; and references to “Renminbi” and “CNY” are to the lawful currency of the People's Republic of China (the “PRC”, for the purpose of this Base Prospectus only, not including the Hong Kong and Macau Special Administrative Regions or Taiwan).

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GENERAL DESCRIPTION OF THE PROGRAMME

The following overview does not purport to be complete and is qualified in its entirety by, the remainder of this Base Prospectus and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Final Terms.

Issuer:	Enagás Financiaciones, S.A.U.
Legal Entity Identifier of the Issuer:	213800H2FQSU5E19V152
Guarantor:	Enagás, S.A. The payment of all amounts due in respect of the Notes will be unconditionally and irrevocably guaranteed by Enagás.
Legal Entity Identifier of the Guarantor:	213800OU3FQKGM4M2U23
Website of the Guarantor:	www.enagas.es
Description:	Guaranteed Euro Medium Term Note Programme
Size:	Up to €4,000,000,000 (or the equivalent in other currencies at the date of issue) aggregate nominal amount of Notes outstanding at any one time.
Arranger:	BNP Paribas
Dealers:	Banco Bilbao Vizcaya Argentaria, S.A. Banco Santander, S.A. BNP Paribas CaixaBank, S.A. Citigroup Global Markets Europe AG Intesa Sanpaolo S.p.A. Mediobanca – Banca di Credito Finanziario S.p.A. Mizuho Securities Europe GmbH Natixis Société Générale The Issuer may from time to time terminate the appointment of any dealer under the Programme or appoint additional dealers either in respect of one or more Tranches or in respect of the whole Programme. References in this Base Prospectus to “Permanent Dealers” are to the persons listed above as Dealers and to such additional persons that are appointed as dealers in respect of the whole Programme (and whose appointment has not been terminated) and references to “Dealers” are to all Permanent Dealers and all persons appointed as a dealer in respect of one or more Tranches.
Fiscal Agent:	The Bank of New York Mellon, London Branch
Method of Issue:	The Notes will be issued on a syndicated or non-syndicated basis. The Notes will be issued in series (each a “Series”) having one or more issue dates and on terms otherwise identical (or identical other than in respect of the first payment of interest), the Notes of each Series being intended to be

interchangeable with all other Notes of that Series. Each Series may be issued in tranches (each a “**Tranche**”) on the same or different issue dates. The specific terms of each Tranche (which will be completed, where necessary, with the relevant terms and conditions and, save in respect of the issue date, issue price, first payment of interest and nominal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be completed in the final terms (the “**Final Terms**”).

Issue Price:	Notes may be issued at their nominal amount or at a discount or premium to their nominal amount.
Form of Notes:	The Notes will be issued in bearer form. Each Tranche of Notes will be represented on issue by a temporary Global Note if (i) definitive Notes are to be made available to Noteholders following the expiry of 40 days after their issue date or (ii) such Notes have an initial maturity of more than one year and are being issued in compliance with the D Rules (as defined in “Subscription and Sale – Selling Restrictions” below), otherwise such Tranche will be represented by a permanent Global Note.
Clearing Systems:	Clearstream, Luxembourg, Euroclear and, in relation to any Tranche, such other clearing system as may be agreed between the Issuer, the Fiscal Agent and the relevant Dealer.
Initial Delivery of Notes:	On or before the issue date for each Tranche, if the relevant Global Note is a NGN, the Global Note will be delivered to a Common Safekeeper for Euroclear and Clearstream, Luxembourg. On or before the issue date for each Tranche, if the relevant Global Note is a CGN, the Global Note representing Notes may (or, in the case of Notes listed on the Luxembourg Stock Exchange, shall) be deposited with a common depository for Euroclear and Clearstream, Luxembourg. Global Notes relating to Notes that are not listed on the Luxembourg Stock Exchange may also be deposited with any other clearing system or may be delivered outside any clearing system provided that the method of such delivery has been agreed in advance by the Issuer, the Fiscal Agent and the relevant Dealer.
Currencies:	Subject to compliance with all relevant laws, regulations and directives, Notes may be issued in any currency agreed between the Issuer, the Guarantor and the relevant Dealers.
Maturities:	Subject to compliance with all relevant laws, regulations and directives, any maturity.
Specified Denomination:	Definitive Notes will be in such denominations as may be specified in the relevant Final Terms save that (i) in the case of any Notes which are to be admitted to trading on a regulated market within the EEA or offered to the public in an EEA state

in circumstances which require the publication of a prospectus under the Prospectus Regulation, the minimum specified denomination shall be €100,000 (or its equivalent in any other currency as at the date of issue of the Notes); and (ii) unless otherwise permitted by then current laws and regulations, Notes (including Notes denominated in sterling) which have a maturity of less than one year and in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of section 19 of the FSMA will have a minimum denomination of £100,000 (or its equivalent in other currencies).

Fixed Rate Notes:

Fixed interest will be payable in arrear on the date or dates in each year specified in the relevant Final Terms.

Floating Rate Notes:

Floating Rate Notes will bear interest determined separately for each Series as follows:

- (i) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions or the latest version of the 2021 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc.; or
- (ii) by reference to SONIA or EURIBOR (or such other benchmark as may be specified in the relevant Final Terms) as adjusted for any applicable margin.

Interest periods will be specified in the relevant Final Terms.

Zero Coupon Notes:

Zero Coupon Notes (as defined in “**Terms and Conditions of the Notes**”) may be issued at their nominal amount or at a discount to it and will not bear interest.

Interest Periods and Interest Rates:

The length of the interest periods for the Notes and the applicable interest rate or its method of calculation may differ from time to time or be constant for any Series. Notes may have a maximum interest rate, a minimum interest rate, or both. The use of interest accrual periods permits the Notes to bear interest at different rates in the same interest period. All such information will be set out in the relevant Final Terms.

Redemption:

The relevant Final Terms will specify the basis for calculating the redemption amounts payable. Unless permitted by then current laws and regulations, Notes (including Notes denominated in sterling) which have a maturity of less than one year in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of section 19 of the FSMA must have a minimum redemption amount of £100,000 (or its equivalent in other currencies).

	No money market instruments having a maturity of less than one year will be offered to the public or admitted to trading on a regulated market under this Base Prospectus.
Optional Redemption:	The Final Terms issued in respect of each issue of Notes will state whether such Notes may be redeemed prior to their stated maturity at the option of the Issuer (either in whole or in part) and/or the holders.
Status of the Notes and the Guarantee:	The Notes and the obligations of the Guarantor under its Guarantee will constitute unsubordinated and unsecured obligations of the Issuer and the Guarantor, all as described in “Terms and Conditions of the Notes – Status”.
Negative Pledge:	See “Terms and Conditions of the Notes – Negative Pledge”.
Cross Default:	See “Terms and Conditions of the Notes – Events of Default”.
Ratings:	Tranches of Notes will be rated or unrated. Whether or not a rating in relation to any Tranche of Notes will be treated as having been issued or endorsed by a credit rating agency established in the European Union and registered under the EU CRA Regulation and/or issued or endorsed by a credit rating agency established in the United Kingdom and registered or certified under the UK CRA Regulation will be disclosed in the relevant Final Terms. 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.
Early Redemption:	Except as provided in “Optional Redemption” above, Notes will be redeemable at the option of the Issuer prior to maturity only for tax reasons. See “Terms and Conditions of the Notes – Redemption, Purchase and Options”.
Taxation:	All payments in respect of the Notes will be made without deduction for, or on account of, withholding taxes imposed by Spain unless such taxes are required by law to be withheld. In the event that any such deduction is made, the Issuer or the Guarantor will, save in certain circumstances as described in “Terms and Conditions of the Notes – Taxation” be required to pay additional amounts to cover any amounts so deducted. The Issuer considers that, according to Royal Decree 1065/2007 of 27 July, it is not obliged to withhold taxes in Spain in relation to interest paid on the Notes to any investor (whether tax resident in Spain or not) provided that the information procedures described in section “Taxation and Disclosure of Information in Connection with the Notes” below are fulfilled. According to the information procedures described in section “Taxation and Disclosure of Information in Connection with the Notes”, it would no longer be necessary to provide the

Issuer with information regarding the identity and tax residence of the Noteholders and the amount of interest payable to them.

For further information regarding the interpretation of Royal Decree 1065/2007 of 27 July, please refer to “Risk Factors — Risks relating to Spanish Withholding Tax”.

Governing Law:

Save as defined in the paragraph below, the conditions of the Notes will be governed by, and construed in accordance with, English law.

Condition 3(b) (Guarantee and Status) will be governed by Spanish law.

Listing and Admission to Trading:

Application has been made to the Luxembourg Stock Exchange for Notes issued under the Programme to be listed on the Official List and to be admitted to trading on the Luxembourg Stock Exchange’s regulated market or as otherwise specified in the relevant Final Terms and references to listing shall be construed accordingly.

Selling Restrictions:

The United States, the EEA, the United Kingdom, Spain, Japan, Italy, Hong Kong and People’s Republic of China. See “Subscription and Sale”.

The Issuer is Category 2 for the purposes of Regulation S under the Securities Act.

The Notes will be issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(D) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the U.S. Internal Revenue Code of 1986, as amended (the “Code”)) (the “**D Rules**”) unless (i) the relevant Final Terms states that Notes are issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(C) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the Code) (the “**C Rules**”) or (ii) the Notes are issued other than in compliance with the D Rules or the C Rules but in circumstances in which the Notes will not constitute “registration required obligations” under the United States Tax Equity and Fiscal Responsibility Act of 1982 (“**TEFRA**”), which circumstances will be referred to in the relevant Final Terms as a transaction to which TEFRA is not applicable.

RISK FACTORS

The Issuer and the Guarantor believe that the following factors may affect their ability to fulfil their obligations under the Notes issued under the Programme. All of these factors are contingencies which may or may not occur and neither the Issuer nor the Guarantor are in a position to express a view on the likelihood of any such contingency occurring.

Factors which the Issuer and the Guarantor believe may be material for the purpose of assessing the market risks associated with Notes issued under the Programme are also described below.

The Issuer and the Guarantor believe that the factors described below represent the principal risks inherent in investing in Notes issued under the Programme, but the Issuer or the Guarantor may be unable to pay interest, principal or other amounts on or in connection with any Notes for other reasons and the Issuer and the Guarantor do not represent that the statements below regarding the risks of holding any Notes are exhaustive. Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus (including any documents incorporated by reference herein) and reach their own views prior to making any investment decision.

Risks Relating to the Issuer

The Issuer is a finance vehicle established by Enagás for the purpose of issuing notes and other debt securities on behalf of the Group. The Issuer's principal liabilities will comprise the Notes and other debt securities issued by it, and its principal assets will comprise its rights (if any) under agreements under which the net proceeds from the issue of the Notes and other debt securities are on-lent to or otherwise invested in Enagás. Accordingly, in order to meet its obligations under the Notes, the Issuer is dependent upon Enagás meeting its obligations under such agreements in a timely fashion. The failure of Enagás to do so in a timely fashion could have a material adverse effect on the ability of the Issuer to fulfil its obligations under the Notes issued under the Programme. The fact that Enagás wholly owns the Issuer may limit the ability of the Issuer to enforce these obligations.

Risks Relating to the Guarantor

Strategic and Business Risks

Risks associated with alterations in the demand of gas and market forces

Growth opportunities of the Group are closely linked both to growth of demand in the long term for natural gas in the countries in which it operates and to peak demand of the system, which depend on a series of factors beyond the control of the Group. These factors include, among others, the development of the electricity sector, the development of alternative energies, the price of natural gas in comparison with other energies, the general economic situation, climate change, the capacity for international import of natural gas by pipeline, environmental legislation and uninterrupted imports of natural gas from foreign countries.

The Group's infrastructure investment plans are based on projected natural gas demand over the coming years. These estimates are made based on current data and historical information on the evolution of the market.

Also, the demand for electricity and natural gas is closely related to climate. Generally, demand is higher during the cold weather months (in Europe, October through March) and lower during the warm weather months (in Europe, April through September). A significant portion of demand for natural gas in the winter months relates to the production of electricity and heat and, in the summer months, to the production of electricity for air-conditioning systems. The revenues and results of the Group's natural gas operations could be negatively affected by periods of unseasonably warm weather during the autumn and winter months. Likewise, electricity

demand may decrease during mild summers as a result of reduced demand for air-conditioning, having a negative impact on revenues generated.

If demand for natural gas does not increase at the forecasted pace the strategic plan of the Group could be affected, which could have a material adverse effect on the business, financial condition and results of the Group.

As a result of the regulatory review of Spain discussed below, for the current regulatory period (2021-2026) a non-significant percentage of annual remuneration for natural gas transmission, regasification and storage activities (Remuneration for continuity of supply, “RCS”) is affected by demand. Such percentage was linked to real demand for the year 2020, is fixed and will progressively be equal to 20% in the year 2026. However, the RCS is no longer indexed to the variation in demand or regasification but is calculated on the basis of the RCS recognised in the year 2020, adjusted by the following coefficients for the different gas years of the second regulatory period: $\frac{3}{4}$ of 95% for 2021, 80% for 2022, 65% for 2023, 50% for 2024, 35% for 2025 and 20% for 2026. There is uncertainty about the remuneration of RCS beyond 2026, it will be the regulator that establishes the remuneration applicable to the company.

Regulatory risk

The Group operates in a highly regulated market that has undergone significant changes over recent years. Both Spanish and European regulations determine the scope of the business undertaken by the Group and the compensation scheme for regulated activities in the natural gas sector. As the Group develops its international expansion strategy, the Group is also required to comply with the requirements of the regulatory authorities of the other countries in which it operates. These activities particularly include gas transport, regasification, underground storage and the technical management of the system. Consequently, changes in law or regulation or regulatory policy which affect the Group’s business could materially adversely affect it. Decisions or rulings concerning, for example: (i) liberalisation of certain activities; (ii) whether licences, approvals, concessions or agreements to operate or supply are granted or are renewed or whether there has been any breach of the terms of a licence, approval, concession or regulatory requirement; (iii) timely recovery of incurred expenditure or obligations, a decoupling of energy usage and revenue and other decisions relating to the impact of general economic conditions on it, implications of climate change, the level of permitted revenues and dividend distributions for its businesses or in relation to proposed business development activities; and (iv) structural changes in regulation, could have a material adverse effect on the business, financial condition and results of the Group.

A regulatory review of the regulations in the Spanish gas market has taken place with the approval of Royal Decree-Law 8/2014, of 4 July, (and Law 18/2014, of 15 October) and Royal Decree-Law 1/2019, of 11 January. One of the objectives of this regulation is to establish a stable and predictable regulatory framework and to address the differences between costs and revenues. As a result of this regulatory review, a six-year regulatory period that commenced in January 2021 was established, during which a new remuneration methodology for transport, regasification, underground storage and distribution will apply, with a financial return rate approved for transport and regasification activities by the Spanish National Markets and Competition Commission (“CNMC”) of 5.44%. Since most of the issues related to the remuneration model applying to the activities of natural gas regasification, transport and underground storage have been recently clarified, only the risk associated with COPEX initiatives’ acceptance (based on eligibility criteria) by the competent authorities (CNMC and Ministry) would remain in force.

In other words, assuming that there will be no “ex ante” acceptance for the initiatives to be undertaken, Enagás could be facing a scenario in which certain initiatives considered eligible by Enagás were not finally recognized as such by the CNMC (regasification and transport activities) or the Ministry (underground storage), and

therefore lost the right to a specific remuneration despite having incurred the expense associated to their execution.

Although Enagás considers that the Group is, in all material respects, in compliance with the laws governing its activities, it is subject to a large number of laws across various jurisdictions. If the competent public or private sector bodies were to interpret or apply such laws in a manner contrary to Enagás' interpretation of them, such compliance could be questioned or challenged and, if any non-compliance were to be alleged or proven, it could have a material adverse effect on the Group's subsidiaries, business, prospects, financial condition and results.

In addition, it should be noted that many of the Group's authorisations, licences and concessions are subject to the fulfilment of certain commitments which, if not met, can lead to sanctions, a reduction in remuneration, revocation of the authorisations, licenses and concessions and enforcement of any guarantees provided, which could have a material adverse effect on the business, financial condition and results of the Group.

In addition, the international expansion process that the Group has undertaken in recent years means that a part of the Group's operations and investments are developed by investee companies that are not fully owned by the Group. This means that the Group's activities are now also taking place under different regulatory frameworks and business dynamics, so potential risks related to these investments could arise.

Furthermore, the Group is exposed to risks related to taxes and potential changes in tax regimes, international treaties and administrative practices to which it is subject, even retroactively. In addition, its interpretation of the tax regulatory framework may be deemed incorrect by the tax authorities. Any change to applicable tax legislation or decisions adopted by the tax authorities could entail fines or extra costs and adversely affect the Group's business, prospects, financial condition and results.

Risk associated with the construction of new facilities

All new investments are subject to a range of market, credit, commercial, regulatory, operational and other risks, which may affect the profitability of the project.

In particular, the construction and development of natural gas transmission, regasification or storage infrastructure can be time-consuming and highly complex. In connection with the development of such facilities, the Group must generally obtain government permits and approvals, enter into an eminent domain process, enter into engineering, procurement and construction contracts, enter into operation and maintenance agreements and off-take arrangements and obtain sufficient equity capital and debt financing. In addition, the development of this type of infrastructure may have opposition from local communities and political and other interest groups, which may affect the Group's ability to obtain administrative permits and licenses.

Any increase in the costs of equipment, materials, labour and financing or cancellation of and/or delay in the completion of the Group's projects under development and projects proposed for development could have a material adverse effect on its business, prospects, financial condition and results. Some international developments include penalties in the event of delay, and in some cases the concession contract could even be cancelled. In particular, if the Group were unable to complete projects under development, it may not be able to recover the costs incurred and its profitability could be adversely affected.

The Group performs periodic monitoring of asset planning risks associated with each project and undertakes measures to mitigate them. The Group is not, however, able to predict whether these initiatives imply an increase in the investment costs, modifications in the design, or delays in the commissioning.

Litigation

The Group is from time to time and in the future may be, involved in legal proceedings (please see "*Description of Enagás, S.A. – Litigation*"). There can be no assurances that the outcome of any arbitration proceedings,

should they occur, will be favourable to Enagás. The outcome of disputes and legal proceedings is inherently difficult to predict, particularly where the claimants seek very large or indeterminate damages. Any negative result in relation to any such proceedings may have an adverse effect on the Group's financial position, reputation and profitability.

Operational and Technological Risks

Operating risks

The Group may suffer a major network failure or interruption or may not be able to carry out critical non-network operations. Operational performance could be materially adversely affected by a failure to maintain the health of the system or network, inadequate forecasting of demand, inadequate recordkeeping or failure of information systems and supporting technology. This could cause the Group to fail to meet agreed standards of service or incentive and reliability targets or be in breach of a licence, approval, concession, regulatory requirement or contractual obligation, and even incidents that do not amount to a breach could result in adverse regulatory and financial consequences and harm the Group's reputation. In some of the international markets in which the Group operates, interruption or unavailability of the service entails penalties and may result in loss of profit.

In addition to these risks, the Group may be affected by other potential events that are largely outside its control such as the impact of weather (including as a result of climate change), unlawful or unintentional acts of third parties or force majeure. Weather conditions, including prolonged periods of adverse weather, can affect financial performance and severe weather that causes outages or damages infrastructure will materially adversely affect operational performance and potentially business performance and the Group's reputation. A terrorist attack, sabotage or any other intentional act, such as a cyberattack, may also damage the Group's assets or otherwise significantly affect corporate activities and, as a consequence, have material adverse effects on the Group's business, financial condition and results.

Additionally, the Group may be subject to civil liability claims for personal injury and/or other damages caused in the ordinary pursuit of its activities, such as failures in its distribution network, gas explosions, pollution or toxic spills or incidents with its generating plants. Such claims could result in the payment of compensation by the Group, which could give rise, to the extent that its contracted civil liability insurance policies do not cover the damages, to material adverse effects on the Group's business, financial condition and results.

Cybersecurity risks and failures of the Group's information systems

Enagás is exposed to the risk of suffering a cyberattack that could result in the failure or delay in the supply of gas services. Cybersecurity breaches, failures of the Group's information technology systems and other disruptions or security breaches could result in key infrastructure becoming unavailable, leading to potential delays or even failures in the availability of gas, as well as compromise information held by the Group and expose it to liability, which could cause its business and reputation to suffer.

In the ordinary course of its business, the Group collects and stores sensitive data, its own business information and that of its customers, suppliers and business partners. The Group is also highly dependent on financial, accounting and other data processing systems and other communications and information systems. Despite the Group's security measures, its information technology and infrastructure may be vulnerable to attacks by hackers or may be breached due to employee error, malfeasance or other disruptions.

As in previous years, Enagás' IT systems were not subjected to any successful attacks in 2021. Nevertheless, if a key system were to fail or experience unscheduled downtime for any reason, the Group's operations and financial results could be adversely affected. Any such breach or malfunction could compromise the Group's networks and the information stored therein could be accessed, publicly disclosed, lost or stolen. Any such access, disclosure or other loss of information could result in legal claims or proceedings, liability under laws

that protect the privacy of personal information, regulatory penalties, disruption of the Group's operations, damage to its reputation, and a loss of confidence in the Group's services, which could adversely affect its business.

Environmental and health and safety risks

Aspects of the Group's activities are potentially dangerous, such as the operation and maintenance of gas transmission and distribution networks, and regasification plants. Gas utilities also typically use and generate in their operations hazardous and potentially hazardous products and by-products. In addition, there may be other aspects of its operations that are not currently regarded or proved to have adverse effects but could prove to have such effects in the future.

The Group is subject to laws and regulations relating to pollution, the protection of the environment and the use and disposal of hazardous substances and waste materials. These expose the Group to costs and liabilities relating to its operations and properties, including those inherited from predecessor bodies or from bodies formerly owned by the Group and from sites used for the disposal of its waste. The cost of future environmental remediation obligations is often inherently difficult to estimate and uncertainties can include the extent of contamination, the appropriate corrective actions and the Group's share of the liability. The Group is also subject to laws and regulations governing health and safety matters protecting the public and its employees. The Group is increasingly subject to regulation in relation to climate change. The Group commits significant expenditure to comply with these laws and regulations. If additional requirements are imposed or its ability to recover these costs under the relevant regulatory framework changes, this could have a material adverse impact on the Group's business, financial condition and its results. Furthermore, any breach of these regulatory or contractual obligations, or even incidents that do not amount to a breach, could materially adversely affect the Group's results and its reputation.

Financial Risks

Interest rate risk

The Group's debt is subject to fluctuations in interest rates. Variations in interest rates modify the reasonable value of those assets and liabilities that accrue a fixed interest rate as well as the future flows of assets and liabilities referenced against a variable interest rate. Although the Group takes a proactive approach to the management of the interest rate risk in order to minimise its impact on the Group's revenues (such as hedging transactions being carried out by contracting derivatives), in some cases the policies it implements may not be effective in mitigating the adverse effects caused by interest rate variations and these could therefore have an adverse impact on the Group's business, financial condition and results.

Exchange rate risk

The Group is exposed to exchange rate risks in relation to debt denominated in foreign currencies contracted by the Guarantor and its affiliate companies, income and expenses of subsidiaries in the operating currency of each company (in certain cases referenced to the evolution of the U.S. dollar), and net assets from net investments made in foreign companies where their operating currency is not the euro. These net assets are subject to the risk of exchange rate fluctuation in the conversion of the financial statements in the consolidation process.

Although the Group has risk management strategies in place that attempt to hedge exchange rate risk, such strategies may not be fully effective at the time of limiting exposure to changes in exchange rates of foreign currencies, which could adversely affect the Group's financial situation and results.

Liquidity and availability of funding risks

The Group's business is financed through cash generated from on-going operations and the capital markets, particularly the long-term debt capital markets. The maturity and repayment profile of debt that the Group uses to finance investments often does not correlate to cash flows from its assets. As a result, the Group accesses commercial paper and money markets and longer-term bank and capital markets as sources of finance. Some of the debt the Group issues may be rated by credit rating agencies and changes to these ratings may affect both its borrowing capacity and the cost of those borrowings.

Nevertheless, as evidenced during recent periods, financial markets can be subject to periods of volatility and shortages of liquidity and if the Group were unable to access the capital markets or other sources of finance at competitive rates for a prolonged period, its cost of financing may increase, the uncommitted and discretionary elements of the Group's proposed capital investment programme may need to be reconsidered and the manner in which the Group implements its strategy may need to be reassessed. The occurrence of any such events could have a material adverse impact on the Group's business, financial condition and results.

Risks Related to the Notes issued under the Programme

Risks related to Notes generally

Set out below is a brief description of certain risks relating to the Notes generally:

Notes may not be a suitable investment for all investors

Each potential investor in any Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the relevant Notes, the merits and risks of investing in the relevant Notes and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the relevant Notes and the impact such investment will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Notes, including where principal or interest is payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understand thoroughly the terms of the relevant Notes and be familiar with the behaviour of any relevant indices and financial markets; and
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Some Notes are complex financial instruments and such instruments may be purchased as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with the help of a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of such Notes and the impact this investment will have on the potential investor's overall investment portfolio.

Notes subject to optional redemption by the Issuer

An optional redemption feature is likely to limit the market value of Notes. 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 when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

Fixed/Floating Rate Notes

Fixed/Floating Rate Notes may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The Issuer's ability to convert the interest rate will affect the secondary market and the market value of such Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. If the Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on its Notes.

Notes issued at a substantial discount or premium

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

Modification, waivers and substitution

The Terms and Conditions of the Notes contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority. The Terms and conditions of the Notes also provide that the Issuer may, without the consent of Noteholders substitute for itself as principal debtor under any Notes another company in the circumstances described in Condition 12(d) of the Terms and Conditions of the Notes.

The value of and return on any Notes linked to a benchmark may be adversely affected by ongoing national and international regulatory reform in relation to benchmarks or future discontinuance of benchmarks

Reference rates and indices such as EURIBOR and other interest rate or other types of rates and indices which are used to determine the amounts payable under financial instruments or the value of such financial instruments (each a "**Benchmark**" and together, the "**Benchmarks**") are the subject of recent national, international and other regulatory guidance and proposals for reform. Some of these reforms are already effective while others are still to be implemented. These reforms and changes may cause a Benchmark to perform differently than it has done in the past or to be discontinued. 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.

In particular, the EU Benchmark Regulation and Regulation (EU) 2016/1011 as it forms part of UK domestic law by virtue of the EUWA (the "**UK Benchmark Regulation**") apply to "contributors", "administrators" and "users" of "benchmarks" in the EU and the UK, and, among other things, (i) require Benchmark administrators to be authorised or registered (or, if non-EU or non-UK based, to be subject to an equivalent regime or otherwise recognised or endorsed) and to comply with extensive requirements in relation to the administration of

“benchmarks” (or, if non-EU or non-UK based, to be subject to equivalent requirements) and (ii) prevent certain uses by EU or UK supervised entities of “benchmarks” of unauthorised administrators. The EU Benchmark Regulation and the UK Benchmark Regulation could have a material impact on any Notes linked to an interbank offered rate (“**IBOR**”) or another “benchmark” rate or index, in particular, if the methodology or other terms of a “benchmark” or index are changed in order to comply with the requirements of the EU Benchmark Regulation or the UK Benchmark Regulation. Such changes could, among 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 and could require an adjustment to the Conditions of the Notes, or result in other consequences in respect of any Notes linked to such Benchmarks, including Independent Advisor determination of the rate or level in its discretion.

Changes to the administration of an IBOR or the emergence of alternatives to an IBOR, may cause such IBOR to perform differently than in the past, or there could be other consequences which cannot be predicted. The discontinuation of an IBOR or changes to its administration could require changes to the way in which the Rate of Interest is calculated in respect of any Notes referencing or linked to such IBOR. The development of alternatives to an IBOR may result in Notes linked to or referencing such IBOR performing differently than would otherwise have been the case if the alternatives to such IBOR had not developed. Any such consequence could have a material adverse effect on the value of, and return on, any Notes linked to or referencing such IBOR.

Whilst alternatives to certain IBORs for use in the bond market are being developed, outstanding Notes linked to or referencing an IBOR may transition away from such IBOR in accordance with the particular fallback arrangements set out in their terms and conditions. The operation of these fallback arrangements could result in a different return for Noteholders and Couponholders (which may include payment of a lower Rate of Interest) than they might receive under other similar securities which contain different or no fallback arrangements (including which they may otherwise receive in the event that legislative measures or other initiatives (if any) are introduced to transition from any given IBOR to an alternative rate).

Where Screen Rate Determination is specified as the manner in which the Rate of Interest in respect of floating rate Notes is to be determined, the Conditions provide that the Rate of Interest shall be determined by reference to the Relevant Screen Page (or its successor or replacement). In circumstances where such Original Reference Rate is discontinued, neither the Relevant Screen Page, nor any successor or replacement may be available.

Where the Relevant Screen Page is not available, and no successor or replacement for the Relevant Screen Page is available, the Conditions provide for the Rate of Interest to be determined by the Calculation Agent by reference to quotations from banks communicated to the Calculation Agent.

Where such quotations are not available (as may be the case if the relevant banks are not submitting rates for the determination of such Original Reference Rate), the Rate of Interest may ultimately revert to the Rate of Interest applicable as at the last preceding Interest Determination Date before the Original Reference Rate was discontinued. Uncertainty as to the continuation of the Original Reference Rate, the availability of quotes from reference banks, and the rate that would be applicable if the Original Reference Rate is discontinued may adversely affect the value of, and return on, the floating rate Notes.

Benchmark Events include (amongst other events) permanent discontinuation of an Original Reference Rate. If a Benchmark Event occurs, the Issuer shall use its reasonable endeavours to appoint an Independent Adviser. The Independent Adviser shall endeavour to determine a Successor Rate or Alternative Rate to be used in place of the Original Reference Rate. The use of any such Successor Rate or Alternative Rate to determine the Rate of Interest is likely to result in Notes initially linked to or referencing the Original Reference Rate performing differently (which may include payment of a lower Rate of Interest) than they would do if the Original Reference Rate were to continue to apply in its current form.

Furthermore, if a Successor Rate or Alternative Rate for the Original Reference Rate is determined by the Independent Adviser, the Conditions provide that the Issuer may vary the Conditions, as necessary to ensure the proper operation of such Successor Rate or Alternative Rate, without any requirement for consent or approval of the Noteholders.

If a Successor Rate or Alternative Rate is determined by the Independent Adviser, the Conditions also provide that an Adjustment Spread will be determined by the Independent Adviser and applied to such Successor Rate or Alternative Rate.

The Adjustment Spread is (i) the spread, formula or methodology which is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body (which may include a relevant central bank, supervisory authority or group of central banks/supervisory authorities), (ii) if no such recommendation has been made, or in the case of an Alternative Rate, the spread, formula or methodology which the Independent Adviser determines is customarily applied to the relevant Successor Rate or the Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate, or (iii) if the Independent Adviser determines that no such spread is customarily applied, the spread, formula or methodology which the Independent Adviser determines and which is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate, as the case may be.

Accordingly, the application of an Adjustment Spread may result in the Notes performing differently (which may include payment of a lower Rate of Interest) than they would do if the Original Reference Rate were to continue to apply in its current form.

The Issuer may be unable to appoint an Independent Adviser or the Independent Adviser may not be able to determine a Successor Rate or Alternative Rate in accordance with the terms and conditions of the Notes.

Where the Issuer is unable to appoint an Independent Adviser in a timely manner, or the Independent Adviser is unable, to determine a Successor Rate or Alternative Rate before the next Interest Determination Date, the Rate of Interest for the next succeeding Interest Period will be the Rate of Interest applicable as at the last preceding Interest Determination Date before the occurrence of the Benchmark Event, or, where the Benchmark Event occurs before the first Interest Determination Date, the Rate of Interest will be the initial Rate of Interest.

Where the Issuer has been unable to appoint an Independent Adviser or, the Independent Adviser has failed, to determine a Successor Rate or Alternative Rate in respect of any given Interest Period, it will continue to attempt to appoint an Independent Adviser in a timely manner before the next succeeding Interest Determination Date and/or to determine a Successor Rate or Alternative Rate to apply the next succeeding and any subsequent Interest Periods, as necessary.

Applying the initial Rate of Interest, or the Rate of Interest applicable as at the last preceding Interest Determination Date before the occurrence of the Benchmark Event is likely to result in Notes linked to or referencing the relevant benchmark performing differently (which may include payment of a lower Rate of Interest) than they would do if the relevant benchmark were to continue to apply, or if a Successor Rate or Alternative Rate could be determined.

The market continues to develop in relation to risk-free rates (including SONIA) as reference rates for floating rate Notes

Nascent risk-free rates and market

Investors should be aware that the market continues to develop in relation to risk-free rates, such as SONIA, as the reference rate in the capital markets for sterling bonds, and the adoption of such risk-free rates as alternatives

to the relevant interbank offered rates. This relates not only to the substance of the calculation and the development and adoption of market infrastructure for the issuance and trading of bonds referencing such rates, but also how widely such rates and methodologies might be adopted. In particular, market participants and relevant working groups are exploring alternative reference rates based on risk-free rates, including various ways to produce term versions of certain risk-free rates, such as term SONIA reference rates (which seek to measure the market's forward expectation of an average SONIA rate over a designated term, as they are overnight rates) or different measures of such risk-free rates. For example, on 3 August 2020, the Bank of England, as administrator of SONIA, began publishing the SONIA Compounded Index.

The use of risk-free rates as reference rates for Eurobonds is subject to change and development, in terms of the methodology used to calculate such rates, the development of rates based on risk-free rates and the development and adoption of market infrastructure for the issuance and trading of bonds referencing risk-free rates. In particular, investors should be aware that several different methodologies have been used in notes linked to such risk-free rates issued to date and no assurance can be given that any particular methodology, including the compounding formula in the Conditions of the Notes, will gain widespread market acceptance. In addition, the methodology for determining any overnight rate index used to determine the Rate of Interest in respect of certain Notes could change during the life of such Notes.

The market or a significant part thereof may adopt an application of SONIA that differs significantly from that set out in the Conditions as applicable to the Notes. Furthermore, the Issuer may in future issue Notes referencing SONIA or the SONIA Compounded Index that differ materially in terms of interest determination when compared with any previous SONIA or SONIA Compounded Index referenced Notes issued by it under this Base Prospectus. The development of risk-free rates for the Eurobond markets could result in reduced liquidity or increased volatility, or could otherwise affect the market price of any Notes that reference a risk-free rate issued under this Base Prospectus from time to time. In addition, the manner of adoption or application of risk-free rates in the Eurobond markets may differ materially compared with the application and adoption of risk-free rates in other markets, such as the derivatives and loan markets. Noteholders should carefully consider how any mismatch between the adoption of such reference rates across these markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of Notes referencing such risk-free rates.

Certain administrators of risk-free rates have published hypothetical and actual historical performance data. Hypothetical data inherently includes assumptions, estimates and approximations and actual historical performance data may be limited in the case of certain risk-free rates. Investors should not rely on hypothetical or actual historical performance data as an indicator of the future performance of such risk-free rates.

Investors should consider these matters when making their investment decision with respect to any Notes which reference SONIA or the SONIA Compounded Index.

Risk-free rates differ from interbank offered rates in a number of material respects

Risk-free rates differ from interbank offered rates in a number of material respects, including (without limitation) that a risk-free rate is a backwards-looking, compounded, risk-free overnight rate, whereas an interbank offered rate is expressed on the basis of a forward-looking term and includes a risk-element based on inter-bank lending. As such, investors should be aware that risk-free rates and interbank offered rates may behave materially differently as interest reference rates for the Notes.

Risk-free rates offered as alternatives to interbank offered rates also have a limited history. For that reason, future performance of such rates may be difficult to predict based on their limited historical performance. The level of such rates during the term of the Notes may bear little or no relation to historical levels. Prior observed patterns, if any, in the behaviour of market variables and their relation to such rates such as correlations, may change in the future.

Furthermore, interest on Notes which reference a backwards-looking risk-free rate is only capable of being determined immediately prior to the relevant Interest Payment Date. It may be difficult for investors in Notes which reference risk-free rates to reliably estimate the amount of interest which will be payable on such Notes and some investors may be unable or unwilling to trade such Notes without changes to their IT systems both of which factors could adversely impact the liquidity of such Notes. Further, in contrast to Notes linked to interbank offered rates, if Notes referencing backwards-looking SONIA become due and payable under Condition 10 (Events of Default) or are otherwise redeemed early on a date which is not an Interest Payment Date, the final Rate of Interest payable in respect of such Notes by reference to a shortened period ending immediately prior to the date on which the Notes become due and payable or are scheduled for redemption and shall not be reset thereafter.

Each risk-free rate is published and calculated by third parties based on data received from other sources and the Issuer has no control over their respective determinations, calculations or publications. There can be no guarantee that the relevant risk-free rate will not be discontinued or fundamentally altered in a manner that is materially adverse to the interests of investors in Notes linked to or which reference a such risk-free rate (or that any applicable benchmark fallback provisions provided for in the Conditions will provide a rate which is economically equivalent for Noteholders). The Bank of England, as administrator of SONIA, does not have an obligation to consider the interests of Noteholders in calculating, adjusting, converting, revising or discontinuing the relevant risk-free rate. If the manner in which the relevant risk-free rate is calculated is changed, that change may result in a reduction of the amount of interest payable on such Notes and the trading prices of such Notes.

Risks related to the Spanish Withholding Tax

The Issuer considers that, according to article 44 of Royal Decree 1065/2007, of 27 July (“**Royal Decree 1065/2007**”), it is not obliged to withhold taxes in Spain on any interest paid under the Notes to any Noteholder, irrespective of whether such Noteholder is tax resident in Spain. The foregoing is subject to certain information procedures (which do not require identification of the Noteholders) having been fulfilled. These procedures are described in “*Taxation – Spanish Tax Considerations – Disclosure of Information in Connection with the Notes*” below.

The Issuer and the 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.

Under Royal Decree 1065/2007, it is no longer necessary to provide an issuer with information regarding the identity and the tax residence of an investor or the amount of interest paid to it, provided that the securities: (i) are regarded as listed debt securities issued under Law 10/2014, of 26 June, on organisation, supervision and solvency of credit institutions (“**Law 10/2014**”); and (ii) are initially registered at a foreign clearing and settlement entity that is recognised under Spanish regulations or under those of another OECD member state. The Issuer considers that the Notes meet the requirements referred to in (i) and (ii) above and that, consequently, payments made by the Issuer to Noteholders should be paid free of Spanish withholding tax.

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

If the Spanish Tax Authorities maintain a different opinion as to the application by the Issuer or the Guarantor, as the case may be, of withholding to payments made to Spanish tax residents (individuals and entities subject to Corporate Income Tax), the Issuer or the Guarantor, as the case may be, will be bound by the opinion and, with immediate effect, will make the appropriate withholding. If this is the case, identification of Noteholders

may be required and the procedures, if any, for the collection of relevant information will 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 the Noteholders information are to apply, the Noteholders will be informed of such new procedures and their implications. Holders of the Notes must seek their own advice to ensure that they comply with all procedures to ensure the correct tax treatment of their Notes. None of the Issuer, the Dealers, or the Paying Agent assume any responsibility therefor.

Risks related to Spanish Insolvency Law

The consolidated text of the Spanish Insolvency Law, approved by Legislative Royal Decree 1/2020, of 5 May (*Real Decreto Legislativo 1/2020, de 5 de mayo, por el que se aprueba el texto refundido de la Ley Concursal*) (the “**Spanish Insolvency Law**”), regulates pre-insolvency and court insolvency proceedings, as opposed to out-of-court liquidation, which is only available when the debtor has sufficient assets to meet its liabilities.

A debtor (and in the case of a company, its directors) is required to apply for insolvency proceedings when it is not able to meet its current obligations (*insolencia actual*) within the term of two months as from the moment that it knows that it is insolvent or as from the moment it should have known it is insolvent. The debtor is also entitled to apply for such insolvency proceedings when it expects that it will shortly be unable to do so (*insolencia inminente*). Insolvency proceedings are available as a type of legal protection that the debtor may request (if it is insolvent or imminently insolvent) in order to avoid the attachment of its assets by its creditors.

Notwithstanding the foregoing, pursuant to Law 3/2020 of 18 September (as amended by Royal Decree-Law 5/2021, of 12 March), which introduces a new set of measures within the Spanish judicial system to deal with the effects caused by the COVID-19 pandemic, until 30 June 2022 (inclusive) debtors that are insolvent will not have the duty to file for insolvency proceedings, whether or not they have notified the judge that negotiations have been opened with creditors to reach a refinancing agreement, to reach an out-of-court payment agreement (*acuerdo extrajudicial de pagos*) or acceptances of a company voluntary arrangement (*propuesta anticipada de convenio*). Additionally, until 30 June 2022 (inclusive), judges will not agree to process petitions for compulsory insolvency proceedings filed by creditors after the state of emergency was declared in Spain (i.e. 14 March 2020). However, if a debtor voluntarily files for insolvency on or before 30 June 2022, this petition will be processed as a priority even if it comes after creditors petition for compulsory insolvency proceedings.

The abovementioned suspension of deadlines to apply for insolvency proceedings provided under Spanish Insolvency Law has been extended several times and it could be extended again in the future. Furthermore, additional temporary and extraordinary measures that impact pre-insolvency and insolvency proceedings could be implemented.

The Spanish Insolvency Law also provides, among other things, that: (i) any claim may become subordinated if it is not included in a company’s accounts or otherwise reported to the insolvency administrators within the required timeframes set forth therein; (ii) actions that cause a detriment to the estate (*masa*) of the insolvent debtor carried out during the two year period preceding the date of its declaration of insolvency may be rescinded; (iii) provisions in a contract granting one party the right to terminate on the other’s insolvency may not be enforceable; (iv) accrual of interest, whether ordinary or default interest shall be suspended from the date of the declaration of insolvency (except for ordinary interest secured with an in rem security interest up to the amount secured with such in rem security interest), and any amount of interest accrued and unpaid up to such date (other than any interest - both ordinary and default interests - secured with an in rem security interest up to the amount secured with such in rem security interest) shall become subordinated.

Certain provisions of the Spanish Insolvency Law could affect the ranking of the Notes or claims relating to the Notes on an insolvency of the Issuer.

A regime for the combined opening of insolvency proceedings for various debtors (*declaración conjunta de concurso de varios deudores*) is set out under Spanish Insolvency Law. Accordingly, debtors who form part of the same group of companies or their creditors are able to request the combined opening of insolvency proceedings affecting all such group debtors (bearing in mind that the insolvency of certain companies that belong to the same group does not entail the insolvency of the rest of the companies that pertain to such group). Insolvency proceedings which have been combined shall be carried out in a coordinated manner, without the assets of the different debtors being consolidated except in circumstances in which there exists a commingling (*confusión*) of assets between all group debtors and it is not possible to separate such assets without incurring in an unjustified cost or time delay.

The Spanish Insolvency Law includes pre-insolvency instruments, refinancing agreements (*acuerdos de refinanciación*) and arrangements (*convenios*), being their key traits:

- (a) *No enforcement of security in pre insolvency scenarios under articles 583 et seq. of the Spanish Insolvency Law*: Spanish Insolvency Law includes a notification system for distressed companies when negotiations with creditors have started for the purposes of agreeing a refinancing agreement (as defined by the Spanish Insolvency Law) or an advanced composition agreement to be filed within the insolvency procedure, which suspends the obligation of the insolvent company to file for insolvency in a total period of four months, and prevents creditors from filing for its compulsory insolvency. Once this four-month term elapses, the company must file for insolvency if the state of insolvency persists. When the abovementioned articles 583 et seq. notification has been made, secured creditors can enforce their security but such enforcement will be automatically suspended in the event the secured assets affected by such enforcement are needed for the continuity of the business activity of the debtor.
- (b) *Protected refinancing agreements*: The protected refinancing agreements provide a “safe harbour” for restructuring processes, so the claw-back period set out under the Spanish Insolvency Law does not affect them and the transactions carried out under these refinancing agreements are not subject to scrutiny and potential revocation in a potential scenario of insolvency of the company.
- (c) *Spanish “schemes of arrangement”*: the refinancing agreements described above are designed to protect the actions carried out pursuant to them from the claw-back period upon insolvency of the company. The Spanish Insolvency Law allows the cramdown of dissenting creditors holding financial claims against the borrowers (including secured creditors) within refinancing agreements when meeting certain requirements, mainly regarding majority thresholds.

Directive (EU) 2019/1023 of the European Parliament and of the Council of 20 June 2019 on preventive restructuring frameworks, on discharge of debt and disqualifications, and on measures to increase the efficiency of procedures concerning restructuring, insolvency and discharge of debt, and amending Directive (EU) 2017/1132 (Directive on restructuring and insolvency) is pending implementation in Spain and, in that respect, the Spanish Government passed a draft bill (*proyecto de ley*) for the amendment of the Spanish Insolvency Law on 21 December 2021. This draft bill has been already submitted to the Spanish Congress and is expected to be discussed and approved in the coming months. The current draft bill foresees numerous changes to the current version of the law with respect to pre-insolvency mechanisms which are aimed at avoiding debtors from being declared insolvent.

Risks relating to Notes denominated in Renminbi

A description of risks which may be relevant to an investor in Notes denominated in Renminbi (“**Renminbi Notes**”) is set out below.

Renminbi is not freely convertible and there are significant restrictions on the remittance of Renminbi into or outside the PRC which may adversely affect the liquidity of Renminbi Notes

Renminbi is not freely convertible at present. The government of the PRC (the “**PRC Government**”) continues to regulate conversion between Renminbi and foreign currencies, including the Hong Kong dollar, despite the significant reduction in control by the PRC Government in recent years over trade transactions involving import and export of goods and services as well as other frequent routine foreign exchange transactions. These transactions are known as current account items. However, remittance of Renminbi by foreign investors into the PRC for the purposes of capital account items, such as capital contributions, is generally only permitted upon obtaining specific approvals from, or completing specific registrations or filings with, the relevant authorities on a case-by-case basis and is subject to a strict monitoring system. Regulations in the PRC on the remittance of Renminbi into and outside the PRC for settlement of capital account items are developing gradually.

Although starting from 1 October 2016, Renminbi has been added to the Special Drawing Rights basket created by the International Monetary Fund, there is no assurance that the PRC Government will continue to gradually liberalise control over cross-border remittance of Renminbi in the future, that any pilot scheme for Renminbi cross-border utilisation will not be discontinued or that new regulations in the PRC will not be promulgated in the future which have the effect of restricting the remittance of Renminbi into or outside the PRC. In the event that funds cannot be repatriated out of the PRC in Renminbi, this may affect the overall availability of Renminbi outside the PRC and the ability of the Issuer or the Guarantor to source Renminbi to finance its obligations under Notes denominated in Renminbi.

There is only limited availability of Renminbi outside the PRC, which may affect the liquidity of Renminbi Notes and the Issuer’s or the Guarantor’s ability to source Renminbi outside the PRC to service such Renminbi Notes

As a result of the restrictions imposed by the PRC Government on cross-border Renminbi fund flows, the availability of Renminbi outside the PRC is limited. While the People’s Bank of China (“**PBoC**”) has established Renminbi clearing and settlement mechanisms (the “**Settlement Arrangements**”) for participating banks in various jurisdictions and entered into agreements on the clearing of Renminbi business with a number of financial institutions in a number of financial centres and cities (the “**Renminbi Clearing Banks**”), the current size of Renminbi denominated financial assets outside the PRC is limited.

The Renminbi Clearing Banks only have access to onshore liquidity support from PBoC for the purpose of squaring open positions of participating banks for limited types of transactions and are not obliged to square for participating banks any open positions resulting from other foreign exchange transactions or conversion services. In such cases, the participating banks will need to source Renminbi outside the PRC to square such open positions.

Although it is expected that the offshore Renminbi market will continue to grow in depth and size, its growth is subject to many constraints as a result of PRC laws and regulations on foreign exchange. There is no assurance that new PRC regulations will not be promulgated or the Settlement Arrangements will not be terminated or amended in the future so as to have the effect of restricting availability of Renminbi outside the PRC. The limited availability of Renminbi outside the PRC may affect the liquidity of Renminbi Notes. To the extent the Issuer or the Guarantor is required to source Renminbi outside the PRC to service its Renminbi Notes, there is no assurance that either the Issuer or the Guarantor will be able to source such Renminbi on satisfactory terms, if at all.

Investment in Renminbi Notes is subject to exchange rate risk

The value of the Renminbi against the US dollar and other foreign currencies fluctuates and is affected by changes in the PRC, by international political and economic conditions and by many other factors. All payments of interest and principal with respect to Renminbi Notes will be made in Renminbi unless otherwise specified. If an investor measures its investment returns by reference to a currency other than Renminbi, an investment in Renminbi Notes entails foreign exchange related risks, including possible significant changes in the value of Renminbi relative to the currency by reference to which an investor measures its investment returns. Depreciation of the Renminbi against such currency could cause a decrease in the effective yield of Renminbi Notes below their stated coupon rates and could result in a loss when the return on Renminbi Notes is translated into such currency. In addition, there may be tax consequences for investors as a result of any foreign currency gains resulting from any investment in Renminbi Notes.

Renminbi Notes may be subject to Inconvertibility, Non-transferability or Illiquidity

If the Issuer is not able, or it is impracticable for it, to satisfy its obligation to pay interest and principal on Renminbi Notes as a result of Inconvertibility, Non-transferability or Illiquidity (each, as defined in the Conditions), the Issuer shall be entitled, on giving not less than five or more than 30 calendar days' irrevocable notice to the investors prior to the due date for payment, to settle any such payment in U.S. Dollars on the due date at the U.S. Dollar Equivalent (as defined in the Conditions) of any such interest or principal, as the case may be.

Investment in Renminbi Notes is subject to interest rate risks

The PRC Government has gradually liberalised its regulation of interest rates in recent years. Further liberalisation may increase interest rate volatility. In addition, the interest rate for Renminbi in markets outside the PRC may significantly deviate from the interest rate for Renminbi in the PRC as a result of foreign exchange controls imposed by PRC law and regulations and prevailing market conditions.

As Renminbi Notes may carry a fixed interest rate, the trading price of Renminbi Notes will consequently vary with the fluctuations in the Renminbi interest rates. If holders of Renminbi Notes propose to sell their Renminbi Notes before their maturity, they may receive an offer lower than the amount they have invested.

Payments in respect of Renminbi Notes may be made only in the manner designated in the Renminbi Notes

All payments to investors in respect of Renminbi Notes will be made solely (i) for so long as the Renminbi Notes are represented by global certificates held with the common depositary or common safekeeper, as the case may be, for Clearstream, Luxembourg and Euroclear or any alternative clearing system, by transfer to a Renminbi bank account maintained in Hong Kong, (ii) for so long as the Renminbi Notes are represented by global certificates lodged with a sub-custodian for or registered with the CMU, by transfer to a Renminbi bank account maintained in Hong Kong in accordance with prevailing CMU rules and procedures or (iii) for so long as the Renminbi Notes are in definitive form, by transfer to a Renminbi bank account maintained in Hong Kong in accordance with prevailing rules and regulations. Neither the Issuer nor the Guarantor can be required to make payment by any other means (including in any other currency or in bank notes, by cheque or draft or by transfer to a bank account in the PRC).

There may be PRC tax consequences with respect to investment in the Renminbi Notes

In considering whether to invest in the Renminbi Notes, investors should consult their individual tax advisers with regard to the application of PRC tax laws to their particular situation as well as any tax consequences arising under the laws of any other tax jurisdictions. The value of the holder's investment in the Renminbi Notes may be materially and adversely affected if the holder is required to pay PRC tax with respect to acquiring, holding or disposing of and receiving payments under those Renminbi Notes.

Risks related to the market generally

Set out below is a brief description of certain market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

There is no active trading market for the Notes

Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be liquid. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Notes.

If the Notes are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Issuer and the Guarantor.

Although applications have been made for the Notes issued under the Programme to be listed on the Official List and admitted to trading on the Luxembourg Exchange's regulated market, there is no assurance that such applications will be accepted, that any particular Tranche of Notes will be so admitted or that an active trading market will develop. Accordingly, there can be no assurance as to the development or liquidity of any trading market for any particular Tranche of Notes.

Exchange rate risks and exchange controls for Investors

The Issuer will pay principal and interest on the Notes in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency-equivalent yield on the Notes, (2) the Investor's Currency equivalent value of the principal payable on the Notes and (3) the Investor's Currency equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

Interest rate risks for Fixed Rate Notes

Investment in Fixed Rate Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of Fixed Rate Notes.

Credit ratings may not reflect all risks

One or more independent credit rating agencies may assign credit ratings to an issue of Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

In general, European regulated investors are restricted under the EU CRA Regulation from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and

registered under the EU CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the EU CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). Certain information with respect to the credit rating agencies and ratings will be disclosed in the Final Terms.

In general, UK regulated investors are restricted under the UK CRA Regulation from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the UK and registered under the UK CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-UK credit rating agencies, unless the relevant credit ratings are endorsed by a UK-registered credit rating agency or the relevant non-UK rating agency is certified in accordance with the UK CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). Certain information with respect to the credit rating agencies and ratings will be disclosed in the Final Terms.

Legal investment considerations may restrict certain investments

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) Notes are legal investments for it, (2) Notes can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

PROSPECTUS SUPPLEMENT

If at any time the Issuer shall be required to prepare a prospectus supplement pursuant to the Prospectus Regulation, the Issuer will prepare and make available an appropriate supplement to this Base Prospectus which, in respect of any subsequent issue of Notes to be listed on the Official List and admitted to trading on the Luxembourg Stock Exchange's regulated market, shall be approved by the CSSF and constitute a prospectus supplement as required by Article 23 of the Prospectus Regulation.

Each of the Issuer and the Guarantor has given an undertaking to the Dealers that if at any time during the duration of the Programme there is a significant new factor, material mistake or material inaccuracy relating to information contained in this Base Prospectus which may affect the assessment of any Notes and whose inclusion in or removal from this Base Prospectus is necessary for the purpose of allowing an investor to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer and the Guarantor, the rights attaching to the Notes and the reasons for the issuance of the Notes and its impact on the Issuer, the Issuer shall prepare a supplement to this Base Prospectus or publish a replacement Prospectus for use in connection with any subsequent offering of the Notes and shall supply to each Dealer such number of copies of such supplement hereto as such Dealer may reasonably request.

DOCUMENTS INCORPORATED BY REFERENCE

This Base Prospectus should be read and construed in conjunction with the following documents:

- (i) the unaudited consolidated interim condensed financial information of Enagás as at and for the three months ended 31 March 2022, available for viewing on:

<https://www.enagas.es/stfls/ENAGAS/Relaci%C3%B3n%20con%20inversores/Documentos/Nota%20CNMV%20Resultados%20T2022%20--%20Ingles.pdf>

- (ii) the audited consolidated financial statements and management report of Enagás as at and for the years ended 31 December 2021 and 31 December 2020, respectively, together in each case with the auditor's report thereon, which have been previously published or are published simultaneously with this Base Prospectus and which have been filed with the CSSF, available for viewing on:

<https://www.enagas.es/stfls/ENAGAS/Documentos/CCAA%20CONSOLIDADES%20INGLES%20WEB.pdf>

[https://www.enagas.es/stfls/ENAGAS/Relaci%C3%B3n%20con%20inversores/Documentos/CCAA%20+%20Informe%20G.%20Consolidado%202020%20\(Ing%20Ingles\).pdf](https://www.enagas.es/stfls/ENAGAS/Relaci%C3%B3n%20con%20inversores/Documentos/CCAA%20+%20Informe%20G.%20Consolidado%202020%20(Ing%20Ingles).pdf)

- (iii) the audited financial statements of the Issuer as at and for the years ended 31 December 2021 and 31 December 2020, together, in each case, with the auditor's report thereon, available for viewing on:

<https://www.enagas.es/stfls/ENAGAS/Documentos/in22-3676%20Enag%C3%A1s%20Financiaciones%20ingl%C3%A9s%202021.pdf>

<https://www.enagas.es/stfls/ENAGAS/Documentos/CCAA%20E.Financiaciones%20con%20informe%20ingl%C3%A9s.pdf>

- (iv) the terms and conditions of the base prospectus dated 11 May 2020, prepared by the Issuer in connection with the Programme, available for viewing on:

[https://www.enagas.es/stfls/ENAGAS/Documentos/Enagas_EMTN%20Update%202020_Base%20Prospectus%20\(final\).pdf](https://www.enagas.es/stfls/ENAGAS/Documentos/Enagas_EMTN%20Update%202020_Base%20Prospectus%20(final).pdf)

- (v) the terms and conditions of the base prospectus dated 11 May 2016, prepared by the Issuer in connection with the Programme, available for viewing on:

<https://www.enagas.es/stfls/ENAGAS/Documentos/Base%20prospectus%20dated%2011%20May%202016.pdf>

- (vi) the terms and conditions of the base prospectus dated 18 May 2015, prepared by the Issuer in connection with the Programme, available for viewing on:

<https://www.enagas.es/stfls/ENAGAS/Documentos/Base%20prospectus%20dated%2018%20May%202015.pdf>

- (vii) the terms and conditions of the base prospectus dated 13 May 2014, prepared by the Issuer in connection with the Programme, available for viewing on:

<https://www.enagas.es/stfls/ENAGAS/Documentos/Base%20prospectus%20dated%2013%20May%202014.pdf>

Such documents shall be incorporated by reference in and form part of this Base Prospectus, save that any statement contained in a document which is incorporated by reference herein shall be modified or superseded for the purpose of this Base Prospectus to the extent that a statement contained herein modifies or supersedes

such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus. Pursuant to Article 19(1) of the Prospectus Regulation, those parts of the documents incorporated by reference in this Base Prospectus which are not specifically incorporated by reference in this Base Prospectus are either not relevant for prospective investors in the Notes or the relevant information is included elsewhere in this Base Prospectus.

Copies of documents incorporated by reference in this Base Prospectus may be obtained without charge from the website of the Luxembourg Stock Exchange ([www. bourse.lu](http://www.bourse.lu)).

The table below sets out the relevant page references for (a) the unaudited consolidated interim condensed financial information of Enagás as at and for the three months ended 31 March 2022, (b) the audited consolidated financial statements of Enagás as at and for the years ended 31 December 2021 and 31 December 2020, respectively, as set out in Enagás' Annual Report, (c) the audited stand-alone financial statements of the Issuer as at and for the years ended 31 December 2021 and 31 December 2020, as set out in the Issuer's Annual Report, (d) the terms and conditions of the base prospectus dated 11 May 2020, (e) the terms and conditions of the base prospectus dated 11 May 2016, (f) the terms and conditions of the base prospectus dated 18 May 2015, and (g) the terms and conditions of the base prospectus dated 13 May 2014.

Unaudited consolidated interim condensed financial information of Enagás as at and for the three months ended 31 March 2022

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Terms and conditions of the base Prospectus dated 11 May 2020

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Terms and conditions of the base Prospectus dated 13 May 2014

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TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions that, subject to completion in accordance with the provisions of the relevant Final Terms, shall be applicable to the Notes in definitive form (if any) issued in exchange for the Global Note(s) representing each Series. Either (i) the full text of these terms and conditions together with the relevant provisions of Part A of the Final Terms or (ii) these terms and conditions as so completed, amended, supplemented or varied (and subject to simplification by the deletion of non-applicable provisions), shall be endorsed on such Notes. All capitalised terms that are not defined in these Conditions will have the meanings given to them in Part A of the relevant Final Terms. Those definitions will be endorsed on the definitive Notes. References in the Conditions to “Notes” are to the Notes of one Series only, not to all Notes that may be issued under the Programme.

The Notes are issued pursuant to an Agency Agreement (as amended or supplemented as at the Issue Date, the “**Agency Agreement**”) dated 27 May 2022 between the Issuer, the Guarantor, The Bank of New York Mellon, London Branch as fiscal agent and the other agents named in it and with the benefit of a Deed of Covenant (as amended or supplemented as at the Issue Date, the “**Deed of Covenant**”) dated 18 May 2015 executed by the Issuer in relation to the Notes. The Guarantor has executed a deed of guarantee dated 11 May 2016 (as amended or supplemented as at the Issue Date, the “**Deed of Guarantee**”). The fiscal agent, the paying agents and the calculation agent(s) for the time being (if any) are referred to below respectively as the “**Fiscal Agent**”, the “**Paying Agents**” (which expression shall include the Fiscal Agent) and the “**Calculation Agent(s)**”. The Noteholders (as defined below), the holders of the interest coupons (the “**Coupons**”) relating to interest bearing Notes in bearer form and, where applicable in the case of such Notes, talons for further Coupons (the “**Talons**”) (the “**Couponholders**”) are deemed to have notice of all of the provisions of the Agency Agreement applicable to them. The Issuer will execute a public deed (*escritura pública*) (the “**Public Deed**”) before a Spanish Notary Public in relation to the Notes, if so required by Spanish law. The Public Deed contains, among other information, the terms and conditions of the Notes.

As used in these terms and conditions (the “**Conditions**”), “**Tranche**” means Notes which are identical in all respects.

Copies of the Agency Agreement, the Deed of Covenant and the Deed of Guarantee are available for inspection at the specified offices of each of the Paying Agents.

1 Form, Denomination and Title

The Notes are issued in bearer form in each case in the Specified Denomination(s) shown hereon, provided that in the case of any Notes which are to be admitted to trading on a regulated market within the European Economic Area or in the United Kingdom or offered to the public in a Member State of the European Economic Area or in the United Kingdom in circumstances which require the publication of a prospectus under the Prospectus Regulation, the minimum Specified Denomination shall be euro 100,000 (or its equivalent in any other currency as at the date of issue of those Notes).

This Note is a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note or a combination of any of the foregoing, depending upon the Interest and Redemption/Payment Basis shown hereon.

Notes are serially numbered and are issued with Coupons (and, where appropriate, a Talon) attached, save in the case of Zero Coupon Notes in which case references to interest (other than in relation to interest due after the Maturity Date), Coupons and Talons in these Conditions are not applicable. Title to the Notes, Coupons and Talons shall pass by delivery. Except as ordered by a court of competent jurisdiction or as required by law, the holder (as defined below) of any Note, Coupon or Talon shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it, any writing on it or its theft or loss and no person shall be liable for so treating the holder.

In these Conditions, “**Noteholder**” means the bearer of any Note, “**holder**” (in relation to a Note, Coupon or Talon) means the bearer of any Note, Coupon or Talon and capitalised terms have the meanings given to them hereon, the absence of any such meaning indicating that such term is not applicable to the Notes.

2 No Exchange of Notes

Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination.

3 Guarantee and Status

- (a) **Guarantee:** Subject to the remaining provisions of this Condition 3, the payment of all sums expressed to be payable by the Issuer under the Notes and the Coupons has been and will be unconditionally and irrevocably guaranteed by Enagás, S.A. (“**Enagás**”), as specified hereon (the guarantor specified as such hereon in respect of the Notes the “**Guarantor**”). The obligations of the Guarantor in that respect (the “**Guarantee**”) are contained in the Deed of Guarantee.
- (b) **Status of Notes and Guarantee:** The Notes constitute (subject to Condition 4) unsecured and unsubordinated obligations of the Issuer. In the event of insolvency (*concurso*) of the Issuer, the payment obligations of the Issuer under the Notes shall (unless they qualify as subordinated debts (*créditos subordinados*) under Article 281 of the Spanish Insolvency Law or equivalent legal provision which replaces it in the future, and subject to any legal and statutory exceptions and to Condition 4) rank *pari passu* and without any preference among themselves and with all other unsecured and unsubordinated indebtedness and monetary obligations of the Issuer, present and future. In the event of insolvency (*concurso*) of the Guarantor, the payment obligations of the Guarantor under the Guarantee shall (unless they qualify as subordinated debts (*créditos subordinados*) under Article 281 of the Spanish Insolvency Law or equivalent legal provision which replaces it in the future, and subject to any legal and statutory exceptions and to Condition 4) rank *pari passu* with all other unsecured and unsubordinated indebtedness and monetary obligations of the Guarantor, present and future.

In the event of insolvency (concurso) of the Issuer, under the Spanish Insolvency Law, claims relating to the Notes (which are not subordinated pursuant to article 281 of the Spanish Insolvency Law) will be ordinary credits (créditos ordinarios) as defined in the Spanish Insolvency Law. Ordinary credits rank below credits against the insolvency estate (créditos contra la masa) and credits with a privilege (créditos privilegiados). Ordinary credits rank above subordinated credits and the rights of shareholders. Interest on the Notes accrued but unpaid as at the commencement of any insolvency proceeding (concurso) relating to the Issuer under Spanish law shall thereupon constitute subordinated obligations of the Issuer ranking below its unsecured and unsubordinated obligations. Under Spanish law, accrual of interest on the Notes shall be suspended as from the date of any declaration of insolvency (concurso).

4 Negative Pledge

So long as any Note or Coupon remains outstanding (as defined in the Agency Agreement) neither the Issuer nor the Guarantor will, and will ensure that none of its Material Subsidiaries will create, or have outstanding any Security upon the whole or any part of its present or future undertaking, assets or revenues (including any uncalled capital) to secure any Relevant Indebtedness or to secure any guarantee or indemnity in respect of any Relevant Indebtedness, except in each case for a Permitted Encumbrance, without at the same time or prior thereto according to the Notes, the Coupons or the Guarantor’s obligations under its Deed of Guarantee the same security as is created or subsisting to secure any such Relevant Indebtedness, guarantee or indemnity or such other security as shall be approved by a resolution of the Noteholders.

In these Conditions:

- (a) “**EBITDA**” means, in respect of any Relevant Period, the consolidated operating profit (*Resultado de Explotación*) of the Group reflected in the consolidated financial statements of the Group (prepared in accordance with IFRS-EU) before taxation after adding back any amount attributable to the amortisation or depreciation of assets of members of the Group reflected in the consolidated financial statements of the Group;
- (b) “**Financial Year**” means the annual accounting period of the Group ending on 31 December (or on any other date duly notified by the Guarantor to the Fiscal Agent and the Noteholders) in each year;
- (c) “**Group**” means the Guarantor and its Subsidiaries;
- (d) “**IFRS-EU**” means International Financial Reporting Standards as adopted by the European Union;
- (e) “**Material Subsidiaries**” means:
 - (i) Enagás Transporte, S.A.U.; and
 - (ii) any other Subsidiary whose EBITDA, gross income or assets individually represents 20 per cent. or more of the EBITDA, the gross income or the assets, as applicable, of the Group as determined by reference to the most recent consolidated financial statements of the Guarantor;
- (f) “**Permitted Encumbrance**” means:
 - (i) any Security arising pursuant to any mandatory provision of law other than as a result of any action taken by the Issuer, the Guarantor or a Material Subsidiary and in the ordinary course of business of the Issuer, the Guarantor or a Material Subsidiary; or
 - (ii) any Security in existence as at the date of issuance of the Notes, including any extension, renewal or replacement (or successive extensions, renewals or replacements), as a whole or in part, of any Security referred to in this paragraph, or of any Relevant Indebtedness secured thereby; provided that the principal amount of Relevant Indebtedness secured thereby shall not exceed the principal amount of Relevant Indebtedness so secured at the time of such extension, renewal or replacement, and that such extension, renewal or replacement Security shall be limited to all or any part of the same property or shares of stock that secured the Relevant Indebtedness extended, renewed or replaced (plus improvements on such property), or property received or shares of stock issued in substitution or exchange therefor; or
 - (iii) in the case of any entity which becomes a Material Subsidiary or is merged, consolidated or amalgamated into a Material Subsidiary, the Issuer or the Guarantor after the date of issuance of the Notes, any Security existing over such entity's assets at the time it becomes (or is merged, consolidated or amalgamated into) such member of the Group, *provided that* the Security was not created in contemplation of, or in connection with, its becoming (or being merged, consolidated or amalgamated into) such member of the Group and provided further that the amounts secured have not been increased in contemplation of, or in connection with, its becoming (or is merged, consolidated or amalgamated into) such member of the Group; or
 - (iv) any Security securing Project Finance Indebtedness; or
 - (v) any Security which is created in connection with, or pursuant to, a limited-recourse financing, factoring, securitisation, asset-backed commercial paper programme or other like arrangement where the payment obligations in respect of the Relevant Indebtedness secured by the relevant

Security are to be discharged solely from the revenues generated by the assets over which such Security is created (including, without limitation, receivables); or

- (vi) any Security created after the date of issuance of the Notes on any asset acquired by the person creating the Security and securing only Relevant Indebtedness incurred for the sole purpose of financing or re-financing that acquisition, *provided that* the principal amount of such Relevant Indebtedness so secured does not exceed the overall cost of that acquisition; or
 - (vii) any Security created after the date of issuance of the Notes on any asset improved, constructed, altered or repaired and securing only Relevant Indebtedness incurred for the sole purpose of financing or re-financing such improvement, construction, alteration or repair, *provided that* the principal amount of such Relevant Indebtedness so secured does not exceed the overall cost of that improvement, construction, alteration or repair; or
 - (viii) any Security that does not fall within subparagraphs (i) to (vii) above and that secures Relevant Indebtedness which, when aggregated with Relevant Indebtedness secured by all other Security permitted under this subparagraph, does not exceed 10% of the Total Consolidated Assets of the Group as at the date of the creation of the Security;
- (g) **“Person”** means any individual, company, corporation, firm, partnership, joint venture, association, organisation, slate or agency of a state or other entity, whether or not having separate legal personality;
- (h) **“Project Finance Indebtedness”** means any present or future Relevant Indebtedness incurred in financing or refinancing the ownership, acquisition, construction, development, leasing, maintenance and/or operation of an asset or assets, whether or not an asset of a member of the Group:
- (i) which is incurred by a Project Finance Subsidiary; or
 - (ii) in respect of which the Person or Persons to whom any such Relevant Indebtedness is or may be owed by the relevant borrower (whether or not a member of the Group) has or have no recourse whatsoever to any member of the Group (other than a Project Finance Subsidiary) for the repayment thereof other than:
 - (A) recourse for amounts limited to the cash flow or the net cash flow (other than historic cash flow or historic net cash flow) from such asset or assets or the income or other proceeds deriving therefrom; and/or
 - (B) recourse for the purpose only of enabling amounts to be claimed in respect of such Relevant Indebtedness in an enforcement of any Security given by such borrower over such asset or assets or the income, cash flow or other proceeds, deriving therefrom (or given by any shareholder or the like in the borrower over its shares or the like in the capital of the borrower) to secure such Relevant Indebtedness, *provided that* (1) the extent of such recourse is limited solely to the amount of any recoveries made on any such enforcement, and (2) such Person or Persons is or are not entitled, by virtue of any right or claim arising out of or in connection with such Relevant Indebtedness, to commence any proceedings of whatever nature against any member of the Group (other than a Project Finance Subsidiary) and (3) an equity contribution in the borrower by the Issuer, the Guarantor or Material Subsidiary, according to the then project finance market standard, shall not be deemed as a "recourse" to the relevant member of the Group;
- (i) **“Project Finance Subsidiary”** means any entity in which the Issuer, the Guarantor or any of its Subsidiaries holds an interest and which either:
- (i)

- (A) which is a single-purpose company whose principal assets and business are constituted by the ownership, acquisition, construction, development, leasing, maintenance and/or operation of an asset or assets; and
 - (B) none of whose Relevant Indebtedness in respect of the financing of such ownership, acquisition, construction, development, leasing, maintenance and/or operation of an asset or assets is subject to any recourse whatsoever to any member of the Group (other than such Subsidiary or another Project Finance Subsidiary) in respect of the repayment thereof, except as expressly referred to in subparagraph (ii)(B) of the definition of Project Finance Indebtedness; or
- (ii) at least 70% in principal amount of whose Relevant Indebtedness is Project Finance Indebtedness;
- (j) **“Relevant Indebtedness”** means any indebtedness which is in the form of, or represented or evidenced by, bonds, notes, debentures, loan stock or other securities which for the time being are, or are intended to be or capable of being, quoted, listed or dealt in or traded on any stock exchange or over-the-counter or other securities market;
 - (k) **“Relevant Period”** means each period of twelve months ending on the last day of the Financial Year;
 - (l) **“Security”** means any mortgage, charge, lien, pledge or other security interest;
 - (m) **“Subsidiary”** means in relation to any company, a company which is controlled directly or indirectly by the first mentioned company in the terms of Article 42 of the Spanish Commercial Code (as such article can be amended and/or replaced in the from time to time); and
 - (n) **“Total Consolidated Assets”** means the total consolidated assets of the group calculated in accordance with IFRS-EU by reference to the most recent publicly available audited consolidated financial statements of the Guarantor.

5 Interest and other Calculations

- (a) **Interest on Fixed Rate Notes:** Each Fixed Rate Note bears interest on its outstanding nominal amount from and including the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 5(f).
- (b) **Interest on Floating Rate Notes:**
 - (i) *Interest Payment Dates:* Each Floating Rate Note bears interest on its outstanding nominal amount from and including the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 5(f). Such Interest Payment Date(s) is/are either shown hereon as Specified Interest Payment Dates or, if no Specified Interest Payment Date(s) is/are shown hereon, Interest Payment Date shall mean each date which falls the number of months or other period shown hereon as the Interest Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.
 - (ii) *Business Day Convention:* If any date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is (A) the Floating Rate Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (x) such date shall be

brought forward to the immediately preceding Business Day and (y) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment, (B) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day, (C) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day or (D) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.

(iii) *Rate of Interest for Floating Rate Notes:* The Rate of Interest in respect of Floating Rate Notes for each Interest Accrual Period shall be determined in the manner specified hereon and the provisions below relating to either ISDA Determination or Screen Rate Determination shall apply, depending upon which is specified hereon.

(A) ISDA Determination for Floating Rate Notes

Where ISDA Determination is specified hereon as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period shall be determined by the Calculation Agent as a rate equal to the relevant ISDA Rate. For the purposes of this sub-paragraph (A), “**ISDA Rate**” for an Interest Accrual Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Swap Transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

- (1) If the Final Terms specify either “2006 ISDA Definitions” or “2021 ISDA Definitions” as the applicable ISDA Definitions:
 - (i) the Floating Rate Option (as defined in the ISDA Definitions) is as specified hereon;
 - (ii) the Designated Maturity (as defined in the ISDA Definitions), if applicable is a period specified hereon;
 - (iii) the relevant Reset Date (as defined in the ISDA Definitions) unless otherwise specified in the Final Terms, has the meaning given to it in the ISDA Definitions;
 - (iv) if the specified Floating Rate Option is an Overnight Floating Rate Option (as defined in the ISDA Definitions), Compounding is specified to be applicable in the relevant Final Terms and:
 - (a) Compounding with Lookback is specified as the Compounding Method in the relevant Final Terms, Lookback is the number of Applicable Business Days (as defined in the ISDA Definitions) specified in the relevant Final Terms; or
 - (b) Compounding with Observation Period Shift is specified as the Compounding Method in the relevant Final Terms, (a) Observation Period Shift is the number of Observation Period Shift Business Days (as defined in the ISDA Definitions) specified in the relevant Final Terms, and (b) Observation Period Shift Additional Business Days (as defined in the ISDA Definitions), if applicable, are the days specified in the relevant Final Terms; or

- (c) Compounding with Lockout is specified as the Compounding Method in the relevant Final Terms, (a) Lockout is the number of Lockout Period Business Days (as defined in the ISDA Definitions) specified in the relevant Final Terms, and (b) Lockout Period Business Days, if applicable, are the days specified in the relevant Final Terms;
 - (v) if the specified Floating Rate Option is an Overnight Floating Rate Option (as defined in the ISDA Definitions), Averaging is specified to be applicable in the relevant Final Terms and:
 - (a) Averaging with Lookback is specified as the Averaging Method in the relevant Final Terms, Lookback is the number of Applicable Business Days (as defined in the ISDA Definitions) as specified in relevant Final Terms; or
 - (b) Averaging with Observation Period Shift is specified as the Averaging Method in the relevant Final Terms, (a) Observation Period Shift is the number of Observation Period Shift Business Days (as defined in the ISDA Definitions) specified in the relevant Final Terms, and (b) Observation Period Shift Additional Business Days (as defined in the ISDA Definitions), if applicable, are the days specified in the relevant Final Terms; or
 - (c) Averaging with Lockout is specified as the Averaging Method in the relevant Final Terms, (a) Lockout is the number of Lockout Period Business Days (as defined in the ISDA Definitions) specified in the relevant Final Terms, and (b) Lockout Period Business Days, if applicable, are the days specified in the relevant Final Terms; and
 - (vi) if the specified Floating Rate Option is an Index Floating Rate Option (as defined in the ISDA Definitions) and Index Provisions are specified to be applicable in the relevant Final Terms, the Compounded Index Method with Observation Period Shift shall be applicable and, (a) Observation Period Shift is the number of Observation Period Shift Business Days (as defined in the ISDA Definitions) specified in the relevant Final Terms and (b) Observation Period Shift Additional Business Days (as defined in the ISDA Definitions), if applicable, are the days specified in the relevant Final Terms.
- (2) in connection with any Compounding Method, Averaging Method or Index Method specified in the relevant Final Terms, references in the ISDA Definitions to:
 - (a) “Confirmation” shall be references to the relevant Final Terms;
 - (b) “Calculation Period” shall be references to the relevant Interest Period;
 - (c) “Termination Date” shall be references to the Maturity Date; and
 - (d) “Effective Date” shall be references to the Interest Commencement Date.
- (3) if the Final Terms specify “2021 ISDA Definitions” as the applicable ISDA Definitions,

- (a) “Administrator/ Benchmark Event” shall be disappplied; and

if the Temporary Non-Publication Fallback in respect of any specified Floating Rate Option is specified to be “Temporary Non-Publication – Alternative Rate” in the Floating Rate Matrix of the 2021 ISDA Definitions, the reference to “Calculation Agent Alternative Rate Determination” in the definition of “Temporary Non-Publication – Alternative Rate” shall be replaced by “Temporary Non-Publication Fallback – Previous Day's Rate”.

For the purposes of this sub-paragraph (A), “**Floating Rate**”, “**Calculation Agent**”, “**Floating Rate Option**”, “**Designated Maturity**”, “**Reset Date**” and “**Swap Transaction**” have the meanings given to those terms in the ISDA Definitions.

- (B) Screen Rate Determination for Floating Rate Notes – Floating Rate Notes referencing EURIBOR

- (1) Where Screen Rate Determination is specified hereon as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be either:

- (x) the offered quotation; or
(y) the arithmetic mean of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at either 11.00 a.m. (Brussels time) on the Interest Determination Date in question as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean of such offered quotations.

- (2) if the Relevant Screen Page is not available or, if sub-paragraph (1)(x) applies and no such offered quotation appears on the Relevant Screen Page, or, if sub-paragraph (1)(y) applies and fewer than three such offered quotations appear on the Relevant Screen Page, in each case as at the time specified above, subject as provided below, the Calculation Agent shall request the principal Euro-zone office of each of the Reference Banks, to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately 11.00 a.m. (Brussels time) on the Interest Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Accrual Period shall be the arithmetic mean of such offered quotations as determined by the Calculation Agent; and
- (3) if paragraph (2) above applies and the Calculation Agent determines that fewer than two Reference Banks are providing offered quotations, subject as provided below, the Rate of Interest shall be the arithmetic mean of the rates per annum (expressed as a percentage) as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered at approximately 11.00 a.m. (Brussels time) on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the Euro-zone inter-bank market, as the case may be, or, if fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the

offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, at approximately 11.00 a.m. (Brussels time), on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for such purpose) informs the Calculation Agent it is quoting to leading banks in the Euro-zone inter-bank market, as the case may be, provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Accrual Period, in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Accrual Period).

(C) Screen Rate Determination – Floating Rate Notes referencing SONIA

(1) Where Screen Rate Determination is specified hereon as the manner in which the Rate of Interest is to be determined, and it is specified hereon that the Reference Rate is SONIA and Index Determination is specified in the relevant Final Terms as not applicable:

1. where the Calculation Method in respect of the relevant Series of Notes is specified in the relevant Final Terms as being Compounded Daily, the Rate of Interest applicable to the Notes for each Interest Accrual Period will (subject to Condition 5(c) and subject as provided below) be the Compounded Daily Reference Rate plus or minus (as indicated in the relevant Final Terms) the Margin, all as determined by the Calculation Agent on the Interest Determination Date and the resulting percentage will be rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards; and
2. where the Calculation Method in respect of the relevant Series of Notes is specified in the relevant Final Terms as being Weighted Average, the Rate of Interest applicable to the Notes for each Interest Accrual Period will (subject to Condition 5(c), and subject as provided below) be the Weighted Average Reference Rate plus or minus (as indicated in the relevant Final Terms) the Margin, all as determined by the Calculation Agent on the Interest Determination Date and the resulting percentage will be rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards.

(I) Where SONIA is specified as the Reference Rate in the relevant Final Terms, subject to Condition 5(c), if, in respect of any Business Day, the Calculation Agent determines that the SONIA rate is not available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, such SONIA rate shall be:

1. the Bank of England's Bank Rate (the “**Bank Rate**”) prevailing at 5.00 p.m. (or, if earlier, close of business) on the relevant Business Day; plus (y) the mean of the spread of the SONIA rate to the Bank Rate over the previous five days on which a SONIA reference rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads)

and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads); or

2. if the Bank Rate is not published by the Bank of England at 5.00 p.m. (or, if earlier, close of business) on the relevant Business Day, the SONIA rate published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the first preceding Business Day on which the SONIA rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors),

and, in each case, “r” shall be interpreted accordingly.

Notwithstanding the paragraph above, and without prejudice to Condition 5(d), in the event of the Bank of England publishing guidance as to (i) how the SONIA rate is to be determined or (ii) any rate that is to replace the SONIA rate, the Calculation Agent shall, in accordance with the instructions of the Issuer, follow such guidance to the extent practicable and to the extent such guidance does not increase obligations or duties of the Calculation Agent in order to determine the SONIA rate, for purposes of the Notes, for so long as the SONIA rate is not available or has not been published by the authorised distributors.

- (II) In the event that the Rate of Interest for the relevant Interest Accrual Period cannot be determined in accordance with the foregoing provisions by the Calculation Agent, subject to Condition 5(c) the Rate of Interest for such Interest Accrual Period shall be (i) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Accrual Period, in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Accrual Period), (ii) if there is no such preceding Interest Determination Date and the relevant Interest Accrual Period is the first Interest Accrual Period for the Notes, the initial Rate of Interest which would have been applicable to such Notes for the first Interest Accrual Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Accrual Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin and any Maximum or Minimum Rate of Interest applicable to the first Interest Accrual Period) or (iii) if there is no such preceding Interest Determination Date and the relevant Interest Accrual Period is not the first Interest Accrual Period for the Notes, the Rate of Interest which applied to the immediately preceding Interest Accrual Period.

If the relevant Series of Notes become due and payable in accordance with Condition 10, the last Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the relevant Final Terms, be deemed to be the date on which such Notes became due and payable and the Rate of Interest on such Notes shall, for so long as any such Note remains outstanding, be that determined on such date.

- (III) For the purposes of this Condition 5(b)(iii)(C):

If “**Payment Delay**” is specified in the relevant Final Terms as being applicable, all references in these Conditions to interest on the Notes being payable on an

Interest Payment Date shall be read as reference to interest on the Notes being payable on an Effective Interest Payment Date instead.

“**Applicable Period**” means,

- (i) where Lag, Lock-out or Payment Delay is specified as the Observation Method in the relevant Final Terms, the Interest Accrual Period; and
- (ii) where Observation Shift is specified as the Observation Method in the relevant Final Terms, the Observation Period.

“**Business Day**” or “**BD**”, means, where SONIA is specified as the Reference Rate, any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

“**Compounded Daily Reference Rate**” means, with respect to an Interest Accrual Period, the rate of return of a daily compound interest investment in the Specified Currency (with the applicable Reference Rate (as indicated in the relevant Final Terms and further provided for below) as the reference rate for the calculation of interest) and will be calculated by the Calculation Agent as at the relevant Interest Determination Date as follows, and the resulting percentage will be rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards:

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

where:

“**D**” is the number specified in the relevant Final Terms.

“**d**” means, for the relevant Applicable Period, the number of calendar days in such Applicable Period.

“**d_o**” means, for the relevant Applicable Period, the number of Business Days in such Applicable Period.

“**i**” means, for the relevant Applicable Period, a series of whole numbers from one to d_o, each representing the relevant Business Day in chronological order from, and including, the first Business Day in such Applicable Period.

“**Effective Interest Payment Date**” means any date or dates specified as such in the relevant Final Terms.

“**Interest Payment Date**” means the date(s) specified in the relevant Final Terms;

“**Lock-out Period**” means the period from, and including, the day following the Interest Determination Date to, but excluding, the corresponding Interest Payment Date.

“**n_i**”, for any Business Day “i” in the Applicable Period, means the number of calendar days from, and including, such Business Day “i” up to but excluding the following Business Day.

“**Observation Method**” has the meaning given to it in the relevant Final Terms.

“Observation Period” means, in respect of the relevant Interest Accrual Period, the period from, and including, the date falling “p” Business Days prior to the first day of such Interest Accrual Period (and the first Interest Accrual Period shall begin on and include the Interest Commencement Date) and ending on, but excluding, the date which is “p” Business Days prior to the Interest Payment Date for such Interest Accrual Period (or the date falling “p” Business Days prior to such earlier date, if any, on which the Notes become due and payable).

“p” means, for any Interest Accrual Period:

- (i) where Lag is specified as the Observation Method in the relevant Final Terms, the number of Business Days included in the Observation Look-back Period specified in the relevant Final Terms (or, if no such number is specified five Business Days);
- (ii) where Lock-out is specified as the Observation Method in the relevant Final Terms, zero; and
- (iii) where Observation Shift is specified as the Observation Method in the relevant Final Terms, the number of Business Days included in the Observation Look-back Period specified in the relevant Final Terms (or, if no such number is specified, five Business Days).

“r” means:

- (i) where in the relevant Final Terms SONIA is specified as the Reference Rate and either Lag or Observation Shift is specified as the Observation Method, in respect of any Business Day, the SONIA rate in respect of such Business Day;
- (ii) where in the relevant Final Terms SONIA is specified as the Reference Rate and Lock-out is specified as the Observation Method:
 - (x) in respect of any Business Day “i” that is a Reference Day, the SONIA rate in respect of the Business Day immediately preceding such Reference Day, and
 - (y) in respect of any Business Day “i” that is not a Reference Day (being a Business Day in the Lock-out Period), the SONIA rate in respect of the Business Day immediately preceding the last Reference Day of the relevant Interest Accrual Period (such last Reference Day coinciding with the Interest Determination Date);
- (iii) where in the relevant Final Terms SONIA is specified as the Reference Rate and Payment Delay is specified as the Observation Method, in respect of any Business Day, the SONIA rate in respect of such Business Day, provided however that, in the case of the last Interest Accrual Period, in respect of each Business Day in the period from (and including) the Rate Cut-off Date to (but excluding) the Maturity Date or the date fixed for redemption, as applicable, “r” shall be the SONIA rate in respect of the Rate Cut-off Date;

“Reference Day” means each Business Day in the relevant Interest Accrual Period, other than any Business Day in the Lock-out Period.

“**r_{i,pBD}**” means the applicable Reference Rate as set out in the definition of “r” above for, (i) where, in the relevant Final Terms, Lag is specified as the Observation Method, the Business Day (being a Business Day falling in the relevant Observation Period) falling “p” Business Days prior to the relevant Business Day “i” or, (ii) otherwise, the relevant Business Day “i”.

“**SONIA**” means, in respect of any Business Day, a reference rate equal to the daily Sterling Overnight Index Average rate for such Business Day as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors in each case on the Business Day immediately following such Business Day.

“**Rate Cut-off Date**” has the meaning given in the relevant Final Terms.

“**Weighted Average Reference Rate**” means:

- (i) where Lag is specified as the Observation Method in the relevant Final Terms, the arithmetic mean of the Reference Rate in effect for each calendar day during the relevant Observation Period, calculated by multiplying each relevant Reference Rate by the number of calendar days such rate is in effect, determining the sum of such products and dividing such sum by the number of calendar days in the relevant Observation Period. For these purposes the Reference Rate in effect for any calendar day which is not a Business Day shall be deemed to be the Reference Rate in effect for the Business Day immediately preceding such calendar day; and
- (ii) where Lock-out is specified as the Observation Method in the relevant Final Terms, the arithmetic mean of the Reference Rate in effect for each calendar day during the relevant Interest Accrual Period, calculated by multiplying each relevant Reference Rate by the number of calendar days such rate is in effect, determining the sum of such products and dividing such sum by the number of calendar days in the relevant Interest Accrual Period, provided however that for any calendar day of such Interest Accrual Period falling in the Lock-out Period, the relevant Reference Rate for each day during that Lock-out Period will be deemed to be the Reference Rate in effect for the Reference Day immediately preceding the first day of such Lock-out Period. For these purposes the Reference Rate in effect for any calendar day which is not a Business Day shall, subject to the proviso above, be deemed to be the Reference Rate in effect for the Business Day immediately preceding such calendar day.

(D) Index Determination

Where Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined and Index Determination is specified in the relevant Final Terms as being applicable, the Rate of Interest applicable to the Notes for each Interest Accrual Period will be the compounded daily reference rate for the relevant Interest Accrual Period, calculated in accordance with the following formula and to the Relevant Decimal Place, all as determined and calculated by the Calculation Agent on the relevant Interest Determination Date plus or minus (as indicated in the relevant Final Terms) the Margin:

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

where:

“**Compounded Index**” shall mean the SONIA Compounded Index.

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

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

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

“**Index Days**” means London Banking Days.

“**London Banking Day**” means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London.

“**Numerator**” shall, unless otherwise specified in the relevant Final Terms, be 365.

“**Relevant Decimal Place**” shall, unless otherwise specified in the relevant Final Terms, be the fifth decimal place, rounded up or down, if necessary (with 0.000005 or, as the case may be, 0.0000005 being rounded upwards);

“**Relevant Number**” shall, unless otherwise specified in the relevant Final Terms, be five.

“**SONIA Compounded Index**” means the compounded daily SONIA rate as published at 10:00 a.m. (London time) by the Bank of England (or a successor administrator of SONIA) on the Bank of England’s Interactive Statistical Database, or any successor source.

Provided that a Benchmark Event has not occurred in respect of SONIA, if, with respect to any Interest Accrual Period, the Compounded Index Start and/or Compounded Index End is not published by the administrator, the Calculation Agent shall calculate the Rate of Interest for that Interest Accrual Period in accordance with Condition 5(c)(iii)(D) as if Index Determination was not specified in the relevant Final Terms as being applicable. For these purposes, (i) the Reference Rate shall be deemed to be SONIA, (ii) the Calculation Method shall be deemed to be Compounded Daily, (iii) the Observation Method shall be deemed to be Observation Shift, (iv) the Observation Look-back Period shall be deemed to be the Relevant Number, (v) D shall be deemed to be the Numerator and (vi) the Relevant Screen Page will be determined by the Issuer. If a Benchmark Event has occurred in respect of SONIA, the provisions of Condition 5(c) shall apply *mutatis mutandis* in respect of this Condition 5(b)(iii)(D).

(E) Linear Interpolation

Where Linear Interpolation is specified in the relevant Final Terms as applicable in respect of an Interest Accrual Period, the Rate of Interest for such Interest Accrual Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where Screen Rate Determination is specified hereon as applicable) or the relevant Floating Rate Option (where ISDA Determination is specified hereon as applicable), one of which shall be determined as if the Applicable Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Accrual Period and the other of which shall be determined as if the Applicable Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Accrual Period provided however that if there is no rate available for the period of time next shorter or, as the case may be, next longer, then the Calculation Agent shall determine such rate(s) in accordance with the process specified in sub-paragraph (B) above as if such rate(s) were the Reference Rate.

“**Applicable Maturity**” means: (a) in relation to Screen Rate Determination, the period of time designated in the Reference Rate, and (b) in relation to ISDA Determination, the Designated Maturity.

(c) **Benchmark Discontinuation**

- (i) *Independent Adviser*: If a Benchmark Event occurs in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate, failing which an Alternative Rate (in accordance with Condition 5(c)(ii)) and, in either case, an Adjustment Spread and any Benchmark Amendments (in accordance with Condition 5(c)(iv)). In making such determination, The Independent Adviser appointed pursuant to this Condition 5(c) shall act in good faith and in a commercially reasonable manner as an expert. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Paying Agents, or the Noteholders for any determination made by it, pursuant to this Condition 5(c).

If (A) the Issuer is unable to appoint an Independent Adviser; or (B) the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 5(c)(i), prior to the relevant Interest Determination Date, the Rate of Interest applicable to the next succeeding Interest Accrual Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Accrual Period. If there has not been a first Interest Payment Date, the Rate of Interest shall be the initial Rate of Interest. Where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Accrual Period shall be substituted in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Accrual Period. For the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Interest Accrual Period only and any subsequent Interest Accrual Periods are subject to the subsequent operation of, and to adjustment as provided in, the first paragraph of this Condition 5(c)(i).

- (ii) *Successor Rate or Alternative Rate*: If the Independent Adviser determines that:
- (A) there is a Successor Rate, then such Successor Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or

the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 5(c)); or

- (B) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 5(c)).
- (iii) *Adjustment Spread*: The Adjustment Spread (or the formula or methodology for determining the Adjustment Spread) shall be applied to the Successor Rate or the Alternative Rate (as the case may be). If the Independent Adviser is unable to determine the quantum of, or a formula or methodology for determining, such Adjustment Spread, then the Successor Rate or Alternative Rate (as applicable) will apply without an Adjustment Spread.
- (iv) *Benchmark Amendments*: If any Successor Rate or Alternative Rate and, in either case, the applicable Adjustment Spread is determined in accordance with this Condition 5(c) and the Independent Adviser determines (i) that amendments to these Conditions are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and/or (in either case) the applicable Adjustment Spread (such amendments, the “**Benchmark Amendments**”) and (ii) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 5(c)(v), without any requirement for the consent or approval of Noteholders, vary these Conditions to give effect to such Benchmark Amendments with effect from the date specified in such notice.

Notwithstanding any other provision of this Condition 5(c), the Calculation Agent or any Paying Agent is not obliged to concur with the Issuer or the Independent Adviser in respect of any changes or amendments as contemplated under this Condition 5(c) to which, in the sole opinion of the Calculation Agent or the relevant Paying Agent, as the case may be, would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Calculation Agent or the relevant Paying Agent (as applicable) in the Agency Agreement and/or these Conditions.

In connection with any such variation in accordance with this Condition 5(c)(iv), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

- (v) *Notices, etc.*: Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments determined under this Condition 5(c) will be notified promptly by the Issuer to the Calculation Agent, the Paying Agents and, in accordance with Condition 14 (*Notices*), the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

No later than notifying the Noteholders of the same, the Issuer shall deliver to the Fiscal Agent, the Calculation Agent and the Paying Agents a certificate signed by two directors of the Issuer:

- (a) confirming (1) that a Benchmark Event has occurred, (2) the Successor Rate or, as the case may be, the Alternative Rate, (3) the applicable Adjustment Spread and (4) the specific terms of the Benchmark Amendments (if any), in each case as determined in accordance with the provisions of this Condition 5(c); and
- (b) certifying that the Benchmark Amendments (if any) are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and (in either case) the applicable Adjustment Spread.

The Fiscal Agent shall display such certificate at its offices, for inspection by the Noteholders at all reasonable times during normal business hours.

Each of the Fiscal Agent, the Calculation Agent and the Paying Agents shall be entitled to rely on such certificate (without liability to any person) as sufficient evidence thereof. The Successor Rate or Alternative Rate and the Adjustment Spread and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Successor Rate or Alternative Rate and the Adjustment Spread and the Benchmark Amendments (if any) and without prejudice to the Fiscal Agent's or the Calculation Agent's or the Paying Agents' ability to rely on such certificate as aforesaid) be binding on the Issuer, the Fiscal Agent, the Calculation Agent, the Paying Agents and the Noteholders.

Notwithstanding any other provision of this Condition 5(c), if following the determination of any Successor Rate, Alternative Rate, Adjustment Spread or Benchmark Amendments (if any), in the Calculation Agent's opinion there is any uncertainty between two or more alternative courses of action in making any determination or calculation under this Condition 5(c), the Calculation Agent shall promptly notify the Issuer thereof and the Issuer shall direct the Calculation Agent in writing as to which alternative course of action to adopt. If the Calculation Agent is not promptly provided with such direction, or is otherwise unable (other than due to its own gross negligence, willful default or fraud) to make such calculation or determination for any reason, it shall notify the Issuer thereof and the Calculation Agent shall be under no obligation to make such calculation or determination and (in the absence of such gross negligence, willful default or fraud) shall not incur any liability for not doing so.

- (vi) *Survival of Original Reference Rate:* Without prejudice to the obligations of the Issuer under Condition 5(c)(i), (ii), (iii) and (iv), the Original Reference Rate provided for in Condition 5(b) will continue to apply unless and until a Benchmark Event has occurred.
- (vii) *Definitions:* As used in this Condition 5(c):

“**Adjustment Spread**” means either (x) a spread (which may be positive, negative or zero) or (y) a formula or methodology for calculating a spread, in each case to be applied to the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

- (i) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or
- (ii) if no such recommendation has been made, or in the case of an Alternative Rate, the Independent Adviser determines, is customarily applied to the relevant Successor Rate or the Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or
- (iii) if Independent Adviser determines that no such spread is customarily applied, the Independent Adviser determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be);

“**Alternative Rate**” means an alternative benchmark or screen rate which the Independent Adviser determines in accordance with Condition 5(c)(ii) is customarily applied in international

debt capital markets transactions for the purposes of determining rates of interest (or the relevant component part thereof) in the same Specified Currency as the Notes;

“**Benchmark Amendments**” has the meaning given to it in Condition 5(c)(iv);

“**Benchmark Event**” means:

- (i) the Original Reference Rate ceasing to be published for a period of at least 5 Business Days or ceasing to exist; or
- (ii) a public statement by the administrator of the Original Reference Rate that it has ceased or that it will cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or
- (iii) a public statement by the supervisor of the administrator of the Original Reference Rate, that the Original Reference Rate has been or will be permanently or indefinitely discontinued; or
- (iv) a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which the Original Reference Rate will be prohibited from being used either generally, or in respect of the Notes; or
- (v) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that, the Original Reference Rate is (or will be deemed by such supervisor to be) no longer representative of its relevant underlying market; or
- (vi) it has become unlawful for any Paying Agent, the Calculation Agent, the Issuer or other party to calculate any payments due to be made to any Noteholder using the Original Reference Rate,

provided that the Benchmark Event shall be deemed to occur (a) in the case of sub-paragraphs (ii) and (iii) above, on the date of the cessation of publication of the Original Reference Rate or the discontinuation of the Original Reference Rate, as the case may be, (b) in the case of sub-paragraph (iv) above, on the date of the prohibition of use of the Original Reference Rate and (c) in the case of sub-paragraph (v) above, on the date with effect from which the Original Reference Rate will no longer be (or will be deemed by the relevant supervisor to no longer be) representative of its relevant underlying market and which is specified in the relevant public statement, and, in each case, not the date of the relevant public statement.

The occurrence of a Benchmark Event shall be determined by the Issuer and promptly notified to the Fiscal Agent, the Calculation Agent and the Paying Agents. For the avoidance of doubt, neither the Fiscal Agent, the Calculation Agent nor the Paying Agents shall have any responsibility for making such determination;

“**Independent Adviser**” means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by the Issuer under Condition 5(c)(i);

“**Original Reference Rate**” means the originally-specified benchmark or screen rate (as applicable) used to determine the Rate of Interest (or any component part thereof) on the Notes;

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

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

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

- (d) **Zero Coupon Notes:** Where a Note the Interest Basis of which is specified to be Zero Coupon is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Redemption Amount of such Note. As from the Maturity Date, the Rate of Interest for any overdue principal of such a Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as described in Condition 6(b)(i)).
- (e) **Accrual of Interest:** Interest shall cease to accrue on each Note on the due date for redemption unless, upon due presentation, payment is improperly withheld or refused, in which event interest shall continue to accrue (both before and after judgment) at the Rate of Interest in the manner provided in this Condition 5 to the Relevant Date (as defined in Condition 8).
- (f) **Margin, Maximum/Minimum Rates of Interest and Redemption Amounts and Rounding:**
 - (i) If any Margin is specified hereon (either (x) generally, or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rates of Interest for the specified Interest Accrual Periods, in the case of (y), calculated in accordance with Condition 5(b) above by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin subject always to the next paragraph;
 - (ii) If any Maximum or Minimum Rate of Interest or Redemption Amount is specified hereon, then any Rate of Interest or Redemption Amount shall be subject to such maximum or minimum, as the case may be; or
 - (iii) For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 of a percentage point being rounded up), (y) all figures shall be rounded to seven significant figures (with 0.000005 of a percentage point being rounded up) and (z) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with half a unit being rounded up), save in the case of yen, which shall be rounded down to the nearest yen, and in the case of Renminbi, which shall be rounded to the nearest CNY0.01, CNY0.005 being rounded upwards. For these purposes “**unit**” means the lowest amount of such currency that is available as legal tender in the countries of such currency.
- (g) **Calculations:** The amount of interest payable per Calculation Amount in respect of any Note for any Interest Accrual Period shall be equal to the product of the Rate of Interest, the Calculation Amount specified hereon, and the Day Count Fraction for such Interest Accrual Period, unless an Interest Amount (or a formula for its calculation) is applicable to such Interest Accrual Period, in which case the amount of interest payable per Calculation Amount in respect of such Note for such Interest Accrual Period shall

equal such Interest Amount (or be calculated in accordance with such formula). Where any Interest Period comprises two or more Interest Accrual Periods, the amount of interest payable per Calculation Amount in respect of such Interest Period shall be the sum of the Interest Amounts payable in respect of each of those Interest Accrual Periods. In respect of any other period for which interest is required to be calculated, the provisions above shall apply save that the Day Count Fraction shall be for the period for which interest is required to be calculated.

- (h) **Determination and Publication of Rates of Interest, Interest Amounts, Final Redemption Amounts, Early Redemption Amounts and Optional Redemption Amounts:** The Calculation Agent shall, as soon as practicable on such date as the Calculation Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, determine such rate and calculate the Interest Amounts for the relevant Interest Accrual Period, calculate the Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Accrual Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount to be notified to the Fiscal Agent, the Issuer, the Guarantor, each of the Paying Agents, the Noteholders, any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information and, if the Notes are listed on a stock exchange and the rules of such exchange or other relevant authority so require, such exchange or other relevant authority as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Period, if determined prior to such time, in the case of notification to such exchange of a Rate of Interest and Interest Amount, or (ii) in all other cases, the fourth Business Day after such determination. Where any Interest Payment Date or Interest Period Date is subject to adjustment pursuant to Condition 5(b)(ii), the Interest Amounts and the Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. If the Notes become due and payable under Condition 10, the accrued interest and the Rate of Interest payable in respect of the Notes shall nevertheless continue to be calculated as previously in accordance with this Condition but no publication of the Rate of Interest or the Interest Amount so calculated need be made. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent(s) shall (in the absence of manifest error) be final and binding upon all parties.
- (i) **Definitions:** In these Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

“Business Day” means:

- (i) in the case of a currency other than euro, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for such currency; and/or
- (ii) in the case of euro, a day on which the TARGET System is operating (a **“TARGET Business Day”**); and/or
- (iii) in the case of Renminbi, a day (other than a Saturday, Sunday or public holiday) on which commercial banks and foreign exchange markets are generally open for business and settlement of Renminbi payments in Hong Kong; and/or
- (iv) in the case of a currency and/or one or more Business Centres, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in such

currency in the Business Centre(s) or, if no currency is indicated, generally in each of the Business Centres;

“**Day Count Fraction**” means, in respect of the calculation of an amount of interest on any Note for any period of time (from and including the first day of such period to but excluding the last) (whether or not constituting an Interest Period or an Interest Accrual Period, the “**Calculation Period**”):

- (i) if “**Actual/Actual**” or “**Actual/Actual - ISDA**” is specified hereon, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (ii) if “**Actual/365 (Fixed)**” is specified hereon, the actual number of days in the Calculation Period divided by 365;
- (iii) if “**Actual/365 (Sterling)**” is specified hereon, the actual number of days in the Calculation Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;
- (iv) if “**Actual/360**” is specified hereon, the actual number of days in the Calculation Period divided by 360;
- (v) if “**30/360**”, “**360/360**” or “**Bond Basis**” is specified hereon, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

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

where:

“**Y₁**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D₁**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case **D₁** will be 30; and

“**D₂**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and **D₁** is greater than 29, in which case **D₂** will be 30;

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

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

where:

“**Y₁**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D₁**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case **D₁** will be 30; and

“**D₂**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case **D₂** will be 30;

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

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

where:

“**Y₁**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D₁**” is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case **D₁** will be 30; and

“**D₂**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case **D₂** will be 30;

- (viii) if “**Actual/Actual-ICMA**” is specified hereon,

if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and

if the Calculation Period is longer than one Determination Period, the sum of:

- (x) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and
- (y) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year;

where:

“**Determination Period**” means the period from and including a Determination Date in any year to but excluding the next Determination Date; and

“**Determination Date**” means the date(s) specified as such hereon or, if none is so specified, the Interest Payment Date(s);

“**Euro-zone**” means the region comprised of member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended;

“**Interest Accrual Period**” means the period beginning on and including the Interest Commencement Date and ending on but excluding the first Interest Period Date and each successive period beginning on and including an Interest Period Date and ending on but excluding the next succeeding Interest Period Date;

“**Interest Amount**” means:

- (i) in respect of an Interest Accrual Period, the amount of interest payable per Calculation Amount for that Interest Accrual Period and which, in the case of Fixed Rate Notes, and unless otherwise specified hereon, shall mean the Fixed Coupon Amount or Broken Amount specified hereon as being payable on the Interest Payment Date ending the Interest Period of which such Interest Accrual Period forms part; and
- (ii) in respect of any other period, the amount of interest payable per Calculation Amount for that period;

“**Interest Commencement Date**” means the Issue Date or such other date as may be specified hereon;

“**Interest Determination Date**” means, with respect to a Rate of Interest and Interest Accrual Period, the date specified as such in the relevant Final Terms or, if none is so specified, (i) the date which is “p” London Business Days prior to each Interest Payment Date if the Specified Currency is Sterling; or (ii) the day falling two TARGET Business Days prior to the first day of such Interest Accrual Period if the Specified Currency is euro;

“**Interest Period**” means the period beginning on and including the Interest Commencement 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 unless otherwise specified hereon;

“**Interest Period Date**” means each Interest Payment Date unless otherwise specified hereon;

“**ISDA Definitions**” means the 2006 ISDA Definitions or the 2021 ISDA Definitions, as specified in the relevant Final Terms;

“**2006 ISDA Definitions**” means, in relation to a Series of Notes, the 2006 ISDA Definitions as amended, supplemented or updated as at the Issue Date of the first Tranche

of the Notes of the relevant Series, as published by the International Swaps and Derivatives Association, Inc. (copies of which may be obtained at www.isda.org);

“**2021 ISDA Definitions**” means, in relation to a Series of Notes, the latest version of the 2021 ISDA Interest Rate Derivatives Definitions (including each Matrix (and any successor Matrix thereto), as defined in such 2021 ISDA Interest Rate Derivatives Definitions) as at the Issue Date of the first Tranche of the Notes of the relevant Series, as published by the International Swaps and Derivatives Association, Inc. (copies of which may be obtained at www.isda.org);

“**Rate of Interest**” means the rate of interest payable from time to time in respect of this Note and that is either specified or calculated in accordance with the provisions hereon;

“**Reference Banks**” means the principal Euro-zone office of four major banks in the Euro-zone inter-bank market selected by the Issuer;

“**Reference Rate**” means the rate specified as such hereon;

“**Relevant Screen Page**” means such page, section, caption, column or other part of a particular information service as may be specified hereon (or any successor or replacement page, section, caption, column or other part of a particular information service);

“**Specified Currency**” means the currency specified as such hereon or, if none is specified, the currency in which the Notes are denominated; and

“**TARGET System**” means the Trans-European Automated Real-Time Gross Settlement Express Transfer (known as TARGET2) System which was launched on 19 November 2007 or any successor thereto.

- (j) **Change of Interest Basis:** If Change of Interest Basis is specified in the relevant Final Terms as being applicable, the Final Terms will indicate the relevant Interest Periods to which the Fixed Rate Note provisions, Floating Rate Note Provisions and/or Zero Coupon Note Provisions shall apply.
- (k) **Calculation Agent:** The Issuer shall procure that there shall at all times be one or more Calculation Agents if provision is made for them hereon and for so long as any Note is outstanding (as defined in the Agency Agreement). Where more than one Calculation Agent is appointed in respect of the Notes, references in these Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under the Conditions. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Rate of Interest for an Interest Accrual Period or to calculate any Interest Amount, Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, or to comply with any other requirement, the Issuer shall appoint a leading bank or financial institution engaged in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through its principal London office or any other office actively involved in such market) to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid.

6 Redemption, Purchase and Options

(a) Final Redemption:

Unless previously redeemed, purchased and cancelled as provided below, each Note shall be finally redeemed on the Maturity Date specified hereon at its Final Redemption Amount (which is its principal amount).

(b) **Early Redemption:**

(i) *Zero Coupon Notes:*

- (A) The Early Redemption Amount payable in respect of any Zero Coupon Note upon redemption of such Note pursuant to Condition 6(c), Condition 6(d) or Condition 6(g) or upon it becoming due and payable as provided in Condition 10 shall be the Amortised Face Amount (calculated as provided below) of such Note unless otherwise specified hereon.
- (B) Subject to the provisions of sub-paragraph (C) below, the Amortised Face Amount of any such Note shall be the scheduled Final Redemption Amount of such Note on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the Amortisation Yield (which, if none is shown hereon, shall be such rate as would produce an Amortised Face Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date) compounded annually.
- (C) If the Early Redemption Amount payable in respect of any such Note upon its redemption pursuant to Condition 6(c), Condition 6(d) or Condition 6(g) or upon it becoming due and payable as provided in Condition 10 is not paid when due, the Early Redemption Amount due and payable in respect of such Note shall be the Amortised Face Amount of such Note as defined in sub-paragraph (B) above, except that such sub-paragraph shall have effect as though the date on which the Note becomes due and payable were the Relevant Date. The calculation of the Amortised Face Amount in accordance with this sub-paragraph shall continue to be made (both before and after judgment) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Final Redemption Amount of such Note on the Maturity Date together with any interest that may accrue in accordance with Condition 5(c).

Where such calculation is to be made for a period of less than one year, it shall be made on the basis of the Day Count Fraction shown hereon.

- (ii) *Other Notes:* The Early Redemption Amount payable in respect of any Note (other than Notes described in (i) above), upon redemption of such Note pursuant to Condition 6(c), Condition 6(d) or Condition 6(g) or upon it becoming due and payable as provided in Condition 10, shall be the Final Redemption Amount unless otherwise specified hereon.

- (c) **Redemption for Taxation Reasons:** The Notes may be redeemed at the option of the Issuer in whole, but not in part, on any Interest Payment Date (if this Note is a Floating Rate Note) or, at any time, (if this Note is not a Floating Rate Note), on giving not less than 30 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable), at their Early Redemption Amount (as described in Condition 6(b) above) (together with interest accrued to the date fixed for redemption), if (i) the Issuer (or, if demand was made under the Guarantee, the Guarantor) has or will become obliged to pay additional amounts as provided or referred to in Condition 8 as a result of any change in, or amendment to, the laws or regulations of Spain or, in each case, any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Notes, and (ii) such obligation cannot be avoided by the Issuer (or the Guarantor, as the case may be) taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer (or the Guarantor, as the case may be) would be obliged to pay such additional amounts were a payment in respect of the Notes (or the Guarantee, as the case may be) then due. Prior to the publication of any notice of redemption pursuant to this Condition 6(c), the Issuer shall deliver to the Fiscal Agent a

certificate signed by the joint directors of the Issuer (or the Guarantor, as the case may be) 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 an opinion of independent legal advisers of recognised standing to the effect that the Issuer (or the Guarantor, as the case may be) has or will become obliged to pay such additional amounts as a result of such change or amendment.

- (d) **Redemption at the Option of the Issuer:** If Call Option is specified in the relevant Final Terms as being applicable, the Issuer may, on giving not less than 15 nor more than 30 days' irrevocable notice to the Noteholders (or such other notice period as may be specified hereon) redeem, all or, if so provided, some, of the Notes on any Optional Redemption Date. Any such redemption of Notes shall be at their Optional Redemption Amount specified hereon together with interest accrued to the date fixed for redemption. Any such redemption or exercise must relate to Notes of a nominal amount at least equal to the Minimum Redemption Amount to be redeemed specified hereon and no greater than the Maximum Redemption Amount to be redeemed specified hereon.

The Optional Redemption Amount will either be the Early Redemption Amount (as defined in Condition 6(b) above) or, if Make-whole Amount is specified in the applicable Final Terms, will be the higher of (a) 100 per cent. of the principal amount outstanding of the Notes to be redeemed; and (b) the sum of the present values of the principal amount outstanding of the Notes to be redeemed and the Remaining Term Interest on such Notes (exclusive of interest accrued to the date of redemption) discounted to the date of redemption on an annual basis at (i) the Reference Note Rate plus the Redemption Margin; or (ii) the Discount Rate, in each case as may be specified in the applicable Final Terms. If the Make-whole Exemption Period is specified as applicable and the Issuer gives notice to redeem the Notes during the Make-whole Exemption Period, the Optional Redemption Amount will be 100 per cent. of the principal amount outstanding of the Notes to be redeemed.

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

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

In these Conditions:

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

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

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

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

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

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

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

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

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

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

“**Reference Government Note Dealer Quotations**” means, with respect to each Reference Government Note Dealer and any date for redemption, the arithmetic average, as determined by the Agent, of the bid and offered prices for the Reference Note (expressed in each case as a percentage of its nominal amount) at the Quotation Time specified in the applicable Final Terms on the Reference Date quoted in writing to the Calculation Agent by such Reference Government Note Dealer.

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

- (e) **Redemption following a Substantial Purchase Event:** If a Substantial Purchase Event (as defined below) is specified in the relevant Final Terms as being applicable and a Substantial Purchase Event has occurred, then the Issuer may, subject to having given not less than 30 nor more than 60 days’ notice (or such other period of notice as may be specified in the relevant Final Terms) to the Noteholders in accordance with Condition 14, redeem or purchase (or procure the purchase of), at its option, the Notes comprising the relevant Series in whole, but not in part, in accordance with these Conditions at any time, in each case at their principal amount, together with any accrued and unpaid interest up to (but excluding) the date of redemption or purchase.

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

A “**Substantial Purchase Event**” shall be deemed to have occurred if at least 80 per cent or such higher percentage as may be specified in the relevant Final Terms of the aggregate principal amount of the Notes of the relevant Series originally issued (which for these purposes shall include any further Notes of the same Series issued subsequently) is purchased by the Issuer, the Guarantor or any Subsidiary of the Guarantor (and in each case is cancelled in accordance with Condition 6(i));

- (f) **Residual Maturity Call Option:** If a Residual Maturity Call Option is specified in the relevant Final Terms as being applicable, the Issuer may, on giving not less than 15 nor more than 30 days’ notice (or such other period of notice as may be specified in the relevant Final Terms) to the Noteholders in accordance with Condition 14 (which notice shall specify the date fixed for redemption (the “**Residual Maturity Call Option Redemption Date**”)), redeem the Notes comprising the relevant Series, in whole but not in part, at their principal amount together with any accrued and unpaid interest up to (but

excluding) the date fixed for redemption, which shall be no earlier than (i) three months before the Maturity Date in respect of Notes having a maturity of not more than ten years or (ii) six months before the Maturity Date in respect of Notes having a maturity of more than ten years; or in either case, such shorter time period as may be specified in the Final Terms.

For the purpose of the preceding paragraph, the maturity of not more than ten years or the maturity of more than ten years (or such shorter maturity as may be specified in the Final Terms) shall be determined as from the Issue Date of the first Tranche of the relevant Series of Notes.

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

- (g) **Redemption at the Option of Noteholders:** If Put Option is specified in the relevant Final Terms as being applicable, the Issuer shall, at the option of the Noteholder, upon the Noteholder giving not less than 15 nor more than 30 days' notice to the Issuer (or such other notice period as may be specified hereon) redeem such Note on the Optional Redemption Date(s) at its Optional Redemption Amount together with interest accrued to the date fixed for redemption.

To exercise such option the Noteholder must deposit such Note (together with all unmatured Coupons and unexchanged Talons) with any Paying Agent, together with a duly completed option exercise notice ("**Exercise Notice**") in the form obtainable from any Paying Agent within the notice period. No Note so deposited and option exercised may be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer.

- (h) **Purchases:** Each of the Issuer, the Guarantor and any of their respective Subsidiaries as defined in the Agency Agreement may at any time purchase Notes (provided that all unmatured Coupons and unexchanged Talons relating thereto are attached thereto or surrendered therewith) in the open market or otherwise at any price.
- (i) **Cancellation:** All Notes purchased by or on behalf of the Issuer, the Guarantor or any of their respective Subsidiaries may be surrendered for cancellation by surrendering each such Note together with all unmatured Coupons and all unexchanged Talons to the Fiscal Agent and, if so surrendered, shall, together with all Notes redeemed by the Issuer, be cancelled forthwith (together with all unmatured Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Notes so surrendered for cancellation may not be reissued or resold and the obligations of the Issuer and the Guarantor in respect of any such Notes shall be discharged.

7 Payments and Talons

- (a) **Method of Payment:** Payments of principal and interest in respect of Notes shall, except in the case where the Specified Currency is Renminbi and subject as mentioned below, be made against presentation and surrender of the relevant Notes or Coupons, as the case may be, at the specified office of any Paying Agent outside the United States by a cheque payable in the relevant currency drawn on, or, at the option of the Noteholder, by transfer to an account denominated in such currency with, a Bank. "**Bank**" means a bank in the principal financial centre for such currency or, in the case of euro, in a city in which banks have access to the TARGET System.
- (b) **Payments in respect of Notes where the Specified Currency is Renminbi:** Payments of principal and interest in respect of Notes where the Specified Currency is Renminbi shall be made by transfer to a Renminbi account maintained by the payee with a bank in Hong Kong, in all cases in accordance with applicable laws, rules, regulations and guidelines issued from time to time (including all applicable laws and regulations with respect to the settlement of Renminbi in Hong Kong).

- (c) **Payments in the United States:** Notwithstanding the foregoing, if any Notes are denominated in U.S. dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if (i) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Notes in the manner provided above when due, (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts and (iii) such payment is then permitted by United States law, without involving, in the opinion of the Issuer, any adverse tax consequence to the Issuer.
- (d) **Payments Subject to Laws:** Without prejudice to the application of the provisions of Condition 9, payments will be subject in all cases to any other applicable fiscal or other laws, regulations and directives in the place of payment or other laws and regulations to which the Issuer, or its Paying or Fiscal Agents agree to be subject and the Issuer will not be liable for any taxes or duties of whatever nature imposed or levied by such laws, regulations, directives or agreements. No commission or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.
- (e) **Appointment of Agents:** The Fiscal Agent, the Paying Agents and the Calculation Agent initially appointed and their respective specified offices are listed below. The Fiscal Agent, the Paying Agents and the Calculation Agent(s) act solely as agents of the Issuer and the Guarantor and do not assume any obligation or relationship of agency or trust for or with any Noteholder or Couponholder. The Issuer and the Guarantor reserve the right at any time to vary or terminate the appointment of the Fiscal Agent, any other Paying Agent or the Calculation Agent(s) and to appoint additional or other Paying Agents, provided that the Issuer shall at all times maintain (i) a Fiscal Agent, (ii) one or more Calculation Agent(s) where the Conditions so require, (iii) Paying Agents having specified offices in at least two major European cities and (iv) such other agents as may be required by any other stock exchange on which the Notes may be listed.

In addition, the Issuer and the Guarantor shall forthwith appoint a Paying Agent in New York City in respect of any Notes denominated in U.S. dollars in the circumstances described in paragraph (c) above.

Notice of any such change or any change of any specified office shall promptly be given to the Noteholders.

- (f) **Payment of U.S. Dollar Equivalent:** This Condition 7(f) is applicable in relation to Notes where the Specified Currency is Renminbi.
- (i) Notwithstanding the foregoing, if by reason of Inconvertibility, Non-transferability or Illiquidity, the Issuer is not able to satisfy payments of principal or interest (in whole or in part) in respect of the Notes when due in Renminbi, the Issuer shall, by sending an irrevocable notice not less than five or more than 30 calendar days prior to the due date for payment to the Noteholders and the Paying Agent, settle any such payment (in whole or in part) in U.S. Dollars on the due date at the U.S. Dollar Equivalent of any such Renminbi denominated amount.
- (ii) For the purposes of these Conditions, "U.S. Dollar Equivalent" means the Renminbi amount converted into U.S. Dollars using the Spot Rate for the relevant Determination Date.

In this Condition:

"Renminbi Dealer" means an independent foreign exchange dealer of international repute active in the Renminbi exchange market in Hong Kong;

“**Determination Business Day**” means a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange) in Hong Kong, Beijing, London, TARGET and in New York City;

“**Determination Date**” means the day which is two Determination Business Days before the due date for any payment of the relevant amount under these Conditions;

“**Governmental Authority**” means any de facto or de jure government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of the PRC and Hong Kong;

“**Hong Kong**” means the Hong Kong Special Administrative Region of the PRC;

“**Illiquidity**” means where the general Renminbi exchange market in Hong Kong becomes illiquid as a result of which the Issuer cannot obtain sufficient Renminbi in order to satisfy its obligation to pay interest or principal (in whole or in part) in respect of the Notes as determined by the Issuer in good faith and in a commercially reasonable manner following consultation with two Renminbi Dealers;

“**Inconvertibility**” means the occurrence of any event that makes it impossible for the Issuer to convert any amount due in respect of the Notes in the general Renminbi exchange market in Hong Kong, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation);

“**Non-transferability**” means the occurrence of any event that makes it impossible for the Issuer to transfer Renminbi between accounts inside Hong Kong or from an account inside Hong Kong to an account outside Hong Kong or from an account outside Hong Kong to an account inside Hong Kong, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation);

“**PRC**” means the People’s Republic of China which, for the purpose of these Conditions, shall exclude Hong Kong, the Macau Special Administrative Region of the People’s Republic of China and Taiwan; and

“**Spot Rate**” means the spot CNY/U.S. Dollar exchange rate for the purchase of U.S. dollars with Renminbi in the over-the-counter Renminbi exchange market in Hong Kong for settlement in two Determination Business Days, as determined by the Calculation Agent at or around 11 a.m. (Hong Kong time) on the Determination Date, on a deliverable basis by reference to Reuters Screen Page TRADCNY3, or if no such rate is available, on a non-deliverable basis by reference to Reuters Screen Page TRADNDF. If neither rate is available, the Calculation Agent will determine the Spot Rate at or around 11 a.m. (Hong Kong time) on the Determination Date as the most recently available CNY/U.S. Dollar official fixing rate for settlement in two Determination Business Days reported by The State Administration of Foreign Exchange of the PRC, which is reported on the Reuters Screen Page CNY=SAEC. For the avoidance of doubt, no liability to the Issuer, the Guarantor, the Noteholders, the Couponholders or any other party shall attach to the Calculation Agent in relation to such determination. Reference to a page on the Reuters Screen means the display page so designated on the Reuters Monitor Money Rates Service (or any successor service) or such other page as may replace that page for the purpose of displaying a comparable currency exchange rate.

(g) **Unmatured Coupons and unexchanged Talons:**

- (i) Upon the due date for redemption of Notes which comprise Fixed Rate Notes, those Notes should be surrendered for payment together with all unmaturing Coupons (if any) relating thereto, failing which an amount equal to the face value of each missing unmaturing Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unmaturing Coupon that the sum of principal so paid bears to the total principal due) shall be deducted from the Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, due for payment. Any amount so deducted shall be paid in the manner mentioned above against surrender of such missing Coupon within a period of 10 years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 9).
 - (ii) Upon the due date for redemption of any Note comprising a Floating Rate Note, unmaturing Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them.
 - (iii) Upon the due date for redemption of any Note, any unexchanged Talon relating to such Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.
 - (iv) Where any Note that provides that the relative unmaturing Coupons are to become void upon the due date for redemption of those Notes is presented for redemption without all unmaturing Coupons, and where any Note is presented for redemption without any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.
 - (v) If the due date for redemption of any Note is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Note representing it, as the case may be. Interest accrued on a Note that only bears interest after its Maturity Date shall be payable on redemption of such Note against presentation of the relevant Note representing it, as the case may be.
- (h) **Talons:** On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Note, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Fiscal Agent in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 9).
- (i) **Non-Business Days:** If any date for payment in respect of any Note or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment. In this paragraph, “**business day**” means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in the relevant place of presentation, in such jurisdictions as shall be specified as “**Financial Centres**” hereon and:
- (i) (in the case of a payment in a currency other than euro) where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency; or
 - (ii) (in the case of a payment in euro) which is a TARGET Business Day.

8 Taxation

All payments of principal and interest by or on behalf of the Issuer or the Guarantor in respect of the Notes and the Coupons shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Spain or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer or, as the case may be, the Guarantor shall pay such additional amounts as shall result in receipt by the Noteholders and the Couponholders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable with respect to any Note or Coupon:

- (a) **Other connection:** to, or to a third party on behalf of, a holder who is liable to such taxes, duties, assessments or governmental charges in respect of such Note or Coupon by reason of his having some connection with Spain other than the mere holding of the Note or Coupon; or
- (b) **Presentation more than 30 days after the Relevant Date:** presented for payment more than 30 days after the Relevant Date except to the extent that the holder of it would have been entitled to such additional amounts on presenting it for payment on the thirtieth such day; or
- (c) **Information requested by Spanish Tax Authorities:** (in respect of any payment by the Issuer) to, or to a third party on behalf of, a Noteholder who does not provide to the Issuer (or the Guarantor) or an agent acting on behalf of the Issuer (or the Guarantor) the information concerning such Noteholder as may be required in order to comply with the procedures that may be implemented to comply with the interpretation of Royal Decree 1065/2007 as eventually made by the Spanish Tax Authorities.

Notwithstanding any other provision of these Conditions, any amounts to be paid in respect of the Notes and the Coupons by or on behalf of the Issuer or the Guarantor will be paid net of 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**”). None of the Issuer, the Guarantor, or any other person will be required to pay any additional amounts in respect of FATCA Withholding.

As used in these Conditions, “**Relevant Date**” in respect of any Note or Coupon means the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date seven days after that on which notice is duly given to the Noteholders that, upon further presentation of the Note or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation. References in these Conditions to (i) “**principal**” shall be deemed to include any premium payable in respect of the Notes, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts, Amortised Face Amounts and all other amounts in the nature of principal payable pursuant to Condition 6 or any amendment or supplement to it, (ii) “**interest**” shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 5 or any amendment or supplement to it and (iii) “**principal**” and/or “**interest**” shall be deemed to include any additional amounts that may be payable under this Condition.

9 Prescription

Claims against the Issuer and/or the Guarantor for payment in respect of the Notes and Coupons (which for this purpose shall not include Talons) shall be prescribed and become void unless made within 10 years (in the case of principal) or five years (in the case of interest) from the appropriate Relevant Date in respect of them.

10 Events of Default

If any of the following events (“**Events of Default**”) occurs and is continuing, the holder of any Note of the relevant Series, in respect of such Note, may give written notice to the Fiscal Agent at its specified office that such Note is immediately repayable, whereupon the Early Redemption Amount of such Note together (if applicable) with accrued interest to the date of payment shall become immediately due and payable:

- (a) **Non-Payment:** default is made for more than 14 days (in the case of interest) or seven days (in the case of principal) in the payment on the due date of interest or principal in respect of any of the Notes; or
- (b) **Breach of Other Obligations:** the Issuer or the Guarantor does not perform or comply with any one or more of its other obligations in the Notes which default is incapable of remedy or is not remedied within 30 days after notice of such default shall have been given to the Fiscal Agent at its specified office by any Noteholder; or
- (c) **Cross-Default:** (A) any other present or future Relevant Indebtedness of the Issuer or the Guarantor or any of their respective Material Subsidiaries for or in respect of moneys borrowed or raised becomes (or becomes capable of being declared) due and payable prior to its stated maturity by reason of any actual or potential default, event of default or the like (howsoever described), or (B) any such Relevant Indebtedness is not paid when due or, as the case may be, within any originally applicable grace period, or (C) the Issuer or the Guarantor or any of their respective Material Subsidiaries fails to pay when due any amount payable by it under any present or future guarantee for, or indemnity in respect of, any moneys borrowed or raised provided that the aggregate amount of the Relevant Indebtedness, guarantees and indemnities in respect of which one or more of the events mentioned above in this paragraph (c) have occurred equals or exceeds €75,000,000 (or its equivalent in any other currency); or
- (d) **Enforcement Proceedings:** a distress, attachment, execution or other legal process is levied, enforced or sued out on or against the whole or a substantial part of the property, assets or revenues of the Issuer or the Guarantor or any of their respective Material Subsidiaries and is not discharged or stayed within 90 days; or
- (e) **Unsatisfied judgement:** one or more judgement(s) or order(s) for the payment of any amount is rendered against the Issuer, the Guarantor or any of their respective Material Subsidiaries (if any) and continue(s) unsatisfied and unstayed for a period of 30 days after the date(s) thereof or, if later, the date therein specified for payment; or
- (f) **Security Enforced:** a secured party takes possession, or a receiver, manager or other similar officer is appointed, of the whole or any part of the undertaking, assets and revenues of the Issuer, the Guarantor or any of their respective Material Subsidiaries (other than in respect of Security securing Project Finance Indebtedness); or
- (g) **Insolvency etc.:** (i) the Issuer, the Guarantor or any of their respective Material Subsidiaries (if any) becomes insolvent, is adjudicated bankrupt (or applies for an order of bankruptcy) or is unable to pay its debts as they fall due, (ii) an administrator or liquidator of the Issuer, the Guarantor or any of their respective Material Subsidiaries (if any) or of the whole or any part of the undertaking, assets and revenues of the Issuer, the Guarantor or any of their respective Material Subsidiaries (if any) is appointed (or application for any such appointment is made), (iii) the Issuer, the Guarantor or any of their respective

Material Subsidiaries (if any) takes any action for a readjustment or deferment of any of its obligations or makes a general assignment or an arrangement or composition with or for the benefit of its creditors or declares a moratorium in respect of any of its indebtedness or any guarantee of any indebtedness given by it or (iv) the Issuer, the Guarantor or any of their respective Material Subsidiaries (if any) ceases or threatens to cease to carry on all or any substantial part of its business (otherwise than in the case of a Material Subsidiary of the Guarantor, for the purposes of or pursuant to an amalgamation, reorganisation or restructuring whilst solvent); or

- (h) **Winding up etc.:** an order is made or an effective resolution is passed for the winding up, liquidation or dissolution of the Issuer, the Guarantor or any of their respective Material Subsidiaries (if any) (otherwise than, in the case of a Material Subsidiary of the Guarantor, for the purposes of or pursuant to an amalgamation, reorganisation or restructuring whilst solvent); or
- (i) **Unlawfulness:** it is or will become unlawful for the Issuer or the Guarantor to perform or comply with any one or more of its obligations under or in respect of the Notes or, the Deed of Guarantee; or
- (j) **Failure to take action etc.:** any action, condition or thing at any time required to be taken, fulfilled or done in order (i) to enable the Issuer and the Guarantor lawfully to enter into, exercise their respective rights and perform and comply with their respective obligations under and in respect of the Notes and the Deed of Guarantee, (ii) to ensure that those obligations are legal, valid, binding and enforceable and (iii) to make the Notes, the Coupons and the Deed of Guarantee admissible in evidence in the courts of England and the Kingdom of Spain is not taken, fulfilled or done; or
- (k) **Analogous event:** any event occurs which under the laws of any relevant jurisdiction has an analogous effect to any of the events referred to in any of the forgoing paragraphs above including, but not limited to, in the case of the Guarantor, any suspension of payments or bankruptcy (*concurso de acreedores*); or
- (l) **Guarantee:** the Guarantee is not (or is claimed by the Guarantor not to be) in full force and effect; or
- (m) **Controlling Shareholder:** the Issuer ceases to be wholly-owned and controlled directly or indirectly by Enagás otherwise than in the circumstances contemplated by Condition 12(d) (*Substitution*).

11 Meeting of Noteholders and Modifications

- (a) **Meetings of Noteholders:** The Agency Agreement contains provisions for convening meetings of Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution (as defined in the Agency Agreement) of a modification of any of these Conditions. Such a meeting may be convened by Noteholders holding not less than 10 per cent. in nominal amount of the Notes for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution shall be two or more persons holding or representing a clear majority in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting two or more persons being or representing Noteholders whatever the nominal amount of the Notes held or represented, unless the business of such meeting includes consideration of proposals, inter alia, (i) to amend the dates of maturity or redemption of the Notes, any date for payment of interest or Interest Amounts on the Notes, (ii) to reduce or cancel the nominal amount of, or any premium payable on redemption of, the Notes, (iii) to reduce the rate or rates of interest in respect of the Notes or to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating any Interest Amount in respect of the Notes, (iv) if a Minimum and/or a Maximum Rate of Interest or Redemption Amount is shown hereon, to reduce any such Minimum and/or Maximum, (v) to vary any method of, or basis for, calculating the Final Redemption Amount, the Early Redemption Amount or the Optional Redemption Amount, including the method of calculating the Amortised Face Amount, (vi) to vary the currency or currencies of payment or denomination of the Notes, (vii) to modify the provisions

concerning the quorum required at any meeting of Noteholders or the majority required to pass the Extraordinary Resolution, or (viii) to modify or cancel the Guarantee, in which case the necessary quorum shall be two or more persons holding or representing not less than 75 per cent. or at any adjourned meeting not less than 25 per cent. in nominal amount of the Notes for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on Noteholders (whether or not they were present at the meeting at which such resolution was passed) and on all Couponholders.

The Agency Agreement provides that a resolution in writing signed by or on behalf of the holders of not less than 90 per cent. in nominal amount of the Notes outstanding shall for all purposes be as valid and effective as an Extraordinary Resolution passed at a meeting of Noteholders duly convened and held. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders.

A modification of any of these Conditions in accordance with Condition 5(c) (*Benchmark Discontinuation*) shall not require sanction by an Extraordinary Resolution of Noteholders.

These Conditions may be amended, modified or varied in relation to any Series of Notes by the terms of the relevant Final Terms in relation to such Series.

- (b) **Modification of Agency Agreement:** The Issuer and the Guarantor shall only permit any modification of, or any waiver or authorisation of any breach or proposed breach of or any failure to comply with, the Agency Agreement, if to do so could not reasonably be expected to be prejudicial to the interests of the Noteholders.
- (c) **Notification to the Noteholders:** Any modification, waiver or authorisation in accordance with this Condition 11 shall be binding on the Noteholders and the Couponholders and shall be notified by the Issuer to the Noteholders as soon as practicable thereafter in accordance with Condition 14 (*Notices*).
- (d) **Substitution:** The Issuer, or any previous substituted company, may at any time, without the consent of the Noteholders or the Couponholders, substitute for itself as principal debtor under the Notes, the Coupons and the Talons, any company (the “**Substitute**”) that is Enagás, or a Subsidiary (as defined in the Agency Agreement) of Enagás, provided that no payment in respect of the Notes or the Coupons is at the relevant time overdue. The substitution shall be made by a deed poll (the “**Deed Poll**”), to be substantially in the form scheduled to the Agency Agreement as Schedule 9, and may take place only if (i) the Substitute shall, by means of the Deed Poll, agree to indemnify each Noteholder and Couponholder against any tax, duty, assessment or governmental charge that is imposed on it by (or by any authority in or of) the jurisdiction of the country of the Substitute’s residence for tax purposes and, if different, of its incorporation with respect to any Note, Coupon, Talon or the Deed of Covenant and that would not have been so imposed had the substitution not been made, as well as against any tax, duty, assessment or governmental charge, and any cost or expense, relating to the substitution, (ii) where the Substitute is not Enagás, the obligations of the Substitute under the Deed Poll, the Notes, Coupons, Talons and Deed of Covenant shall be unconditionally guaranteed by the Guarantor by means of the Deed Poll and the relevant Deed of Guarantee, (iii) all action, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) to ensure that the Deed Poll, the Notes, Coupons, Talons and Deed of Covenant (together, the “**Documents**”) represent valid, legally binding and enforceable obligations of the Substitute, and in the case of the Deed Poll and the Deed of Guarantee of the Guarantor have been taken, fulfilled and done and are in full force and effect, (iv) the Substitute shall have become party to the Agency Agreement, with any appropriate consequential amendments, as if it had been an original party to it, (v) an opinion of independent legal advisors of recognised standing has been addressed to the Issuer and delivered by the Issuer to the Fiscal Agent to the effect that the Documents and, as the case may be, the Deed of Guarantee, represent valid, legally

binding and enforceable obligations of the Substitute and, as the case may be, the Guarantor, and (vi) the Issuer shall have given at least 14 days' prior notice of such substitution to the Noteholders, stating that copies, or pending execution the agreed text, of all documents in relation to the substitution that are referred to above, or that might otherwise reasonably be regarded as material to Noteholders, shall be available for inspection at the specified office of each of the Paying Agents. References in Condition 10 to obligations under the Notes shall be deemed to include obligations under the Deed Poll, and, where the Deed Poll contains a guarantee, the events listed in Condition 10 shall be deemed to include that guarantee not being (or being claimed by the guarantor not to be) in full force and effect.

12 Replacement of Notes, Coupons and Talons

If a Note, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange or other relevant authority regulations, at the specified office of the Paying Agent in Luxembourg (in the case of Notes, Coupons or Talons) or such other Paying Agent, as the case may be, as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Noteholders, in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Note, Coupon or Talon is subsequently presented for payment or, as the case may be, for exchange for further Coupons, there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Notes, Coupons or further Coupons) and otherwise as the Issuer or such Paying Agent may require. Mutilated or defaced Notes, Coupons or Talons must be surrendered before replacements will be issued.

13 Further Issues

The Issuer may from time to time without the consent of the Noteholders or Couponholders create and issue further notes having the same terms and conditions as the Notes (in all respects except for the first payment of interest thereon) and so that the same shall be consolidated and form a single series with such Notes, and references in these Conditions to “Notes” shall be construed accordingly.

14 Notices

Notices to the holders of Notes shall be valid if published in a daily newspaper of general circulation in London (which is expected to be the *Financial Times*). So long as the Notes are listed on the Luxembourg Stock Exchange, notices to holders of the Notes shall also be published either on the website of the Luxembourg Stock Exchange (www.bourse.lu) or in a daily newspaper with general circulation in Luxembourg (which is expected to be the *Luxemburger Wort*). If any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper with general circulation in Europe. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication as provided above.

Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Notes in accordance with this Condition.

15 Currency Indemnity

Any amount received or recovered in a currency other than the currency in which payment under the relevant Note or Coupon is due (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the insolvency, winding-up or dissolution of the Issuer or any Guarantor or otherwise) by any Noteholder or Couponholder in respect of any sum expressed to be due to it from the Issuer or the Guarantor shall only constitute a discharge to the Issuer or the Guarantor, as the case may be, to the extent of the amount in the currency of payment under the relevant Note or Coupon that the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not

practicable to make that purchase on that date, on the first date on which it is practicable to do so). If the amount received or recovered is less than the amount expressed to be due to the recipient under any Note or Coupon, the Issuer, failing whom the Guarantor, shall indemnify it against any loss sustained by it as a result. In any event, the Issuer, failing whom the Guarantor, shall indemnify the recipient against the cost of making any such purchase. For the purposes of this Condition, it shall be sufficient for the Noteholder or Couponholder, as the case may be, to demonstrate that it would have suffered a loss had an actual purchase been made. These indemnities constitute a separate and independent obligation from the Issuer's and the Guarantor's other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Noteholder or Couponholder and shall continue in full force and effect despite any other judgment, order, claim or proof for a liquidated amount in respect of any sum due under any Note or Coupon or any other judgment or order.

16 Contracts (Rights of Third Parties) Act 1999

No person shall have any right to enforce any term or condition of the Notes under the Contracts (Rights of Third Parties) Act 1999.

17 Governing Law and Jurisdiction

- (a) **Governing Law:** Save as described below, the Agency Agreement, the Deed of Covenant, the Deed of Guarantee and the Notes, the Coupons and the Talons and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, English law. Condition 3(b) shall be governed by, and shall be construed in accordance with, Spanish law.
- (b) **Jurisdiction:** The Courts of England are to have jurisdiction to settle any disputes that may arise out of or in connection with any Notes, Coupons or Talons and accordingly any legal action or proceedings arising out of or in connection with any Notes, Coupons or Talons ("**Proceedings**") may be brought in such courts. Each of the Issuer and the Guarantor irrevocably submits to the jurisdiction of the courts of England and waives any objection to Proceedings in such courts on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. These submissions are made for the benefit of each of the holders of the Notes, Coupons and Talons and shall not affect the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

18 Service of Process

Each of the Issuer and the Guarantor irrevocably appoints Law Debenture Corporate Services Limited of Fifth Floor, 100 Wood Street, London, EC2V 7EX, United Kingdom as their agent in England to receive, for it and on its behalf, service of process in any Proceedings in England. Such service shall be deemed completed on delivery to such process agent (whether or not, it is forwarded to and received by the Issuer or the Guarantor). If for any reason such process agent ceases to be able to act as such or no longer has an address in London, each of the Issuer and the Guarantor irrevocably agrees to appoint a substitute process agent and shall immediately notify Noteholders of such appointment in accordance with Condition 14. Nothing shall affect the right to serve process in any manner permitted by law.

PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM

1 Initial Issue of Notes

If the Global Notes are stated in the applicable Final Terms to be issued in NGN form, the Global Notes will be delivered on or prior to the original issue date of the Tranche to a Common Safekeeper. Depositing the Global Note with the Common Safekeeper does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue, or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria. If the Global Notes are stated in the applicable Final Terms to be issued under NGN form, the relevant clearing systems will be notified whether or not such Global Notes are intended to be held in a manner which would allow Eurosystem eligibility and, if so, will be delivered on or prior to the original issue date of the Tranche to the Common Safekeeper.

Global Notes which are issued in CGN form may be delivered on or prior to the original issue date of the Tranche to a Common Depositary.

If the Global Note is a CGN, upon the initial deposit of a Global Note with a common depositary for Euroclear and Clearstream, Luxembourg (the “**Common Depositary**”), Euroclear or Clearstream, Luxembourg will credit each subscriber with a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed and paid. If the Global Note is a NGN, the nominal amount of the Notes shall be the aggregate amount from time to time entered in the records of Euroclear or Clearstream, Luxembourg. The records of such clearing system shall be conclusive evidence of the nominal amount of Notes represented by the Global Note and a statement issued by such clearing system at any time shall be conclusive evidence of the records of the relevant clearing system at that time.

Notes that are initially deposited with the Common Depositary may also be credited to the accounts of subscribers with (if indicated in the relevant Final Terms) other clearing systems through direct or indirect accounts with Euroclear and Clearstream, Luxembourg held by such other clearing systems. Conversely, Notes that are initially deposited with any other clearing system may similarly be credited to the accounts of subscribers with Euroclear, Clearstream, Luxembourg or other clearing systems.

2 Relationship of Accountholders with Clearing Systems

Each of the persons shown in the records of Euroclear, Clearstream, Luxembourg or any other permitted clearing system (“**Alternative Clearing System**”) as the holder of a Note represented by a Global Note must look solely to Euroclear, Clearstream, Luxembourg or any such Alternative Clearing System (as the case may be) for his share of each payment made by the Issuer to the bearer of such Global Note and in relation to all other rights arising under the Global Notes, subject to and in accordance with the respective rules and procedures of Euroclear, Clearstream, Luxembourg, or such Alternative Clearing System (as the case may be). Such persons shall have no claim directly against the Issuer in respect of payments due on the Notes for so long as the Notes are represented by such Global Note and such obligations of the Issuer will be discharged by payment to the bearer of such Global Note in respect of each amount so paid.

3 Exchange

3.1 Temporary Global Notes

Each temporary Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date:

- (i) if the relevant Final Terms indicates that such Global Note is issued in compliance with the C Rules or in a transaction to which TEFRA is not applicable (as to which, see “General Description

of the Programme – Selling Restrictions”), in whole, but not in part, for the Definitive Notes defined and described below; and

- (ii) otherwise, in whole or in part upon certification as to non-U.S. beneficial ownership in the form set out in the Agency Agreement for interests in a permanent Global Note or, if so provided in the relevant Final Terms, for Definitive Notes.

3.2 Permanent Global Notes

Each permanent Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date in whole but not, except as provided under paragraph 3.4 below, in part for Definitive Notes:

- (i) if the permanent Global Note is held on behalf of Euroclear or Clearstream, Luxembourg or an Alternative Clearing System and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or in fact does so; or
- (ii) if principal in respect of any Notes is not paid when due, by the holder giving notice to the Fiscal Agent of its election for such exchange.

In the event that a Global Note is exchanged for Definitive Notes, such Definitive Notes shall be issued in Specified Denomination(s) only. A Noteholder who holds a principal amount of less than the minimum Specified Denomination will not receive a definitive Note in respect of such holding and would need to purchase a principal amount of Notes such that it holds an amount equal to one or more Specified Denominations.

3.3 Partial Exchange of Permanent Global Notes

For so long as a permanent Global Note is held on behalf of a clearing system and the rules of that clearing system permit, such permanent Global Note will be exchangeable in part on one or more occasions for Definitive Notes if principal in respect of any Notes is not paid when due.

3.4 Delivery of Notes

If the Global Note is a CGN, on or after any due date for exchange the holder of a Global Note may surrender such Global Note or, in the case of a partial exchange, present it for endorsement to or to the order of the Fiscal Agent. In exchange for any Global Note, or the part thereof to be exchanged, the Issuer will (i) in the case of a temporary Global Note exchangeable for a permanent Global Note, deliver, or procure the delivery of, a permanent Global Note in an aggregate nominal amount equal to that of the whole or that part of a temporary Global Note that is being exchanged or, in the case of a subsequent exchange, endorse, or procure the endorsement of, a permanent Global Note to reflect such exchange or (ii) in the case of a Global Note exchangeable for Definitive Notes deliver, or procure the delivery of, an equal aggregate nominal amount of duly executed and authenticated Definitive Notes or if the Global Note is a NGN, the Issuer will procure that details of such exchange be entered *pro rata* in the records of the relevant clearing system. In this Base Prospectus, “**Definitive Notes**” means, in relation to any Global Note, the definitive Notes for which such Global Note may be exchanged (if appropriate, having attached to them all Coupons in respect of interest that have not already been paid on the Global Note and a Talon). Definitive Notes will be security printed in accordance with any applicable legal and stock exchange requirements in or substantially in the form set out in the Schedules to the Agency Agreement. On exchange in full of each permanent Global Note, the Issuer will, if the holder so requests, procure that it is cancelled and returned to the holder together with the relevant Definitive Notes.

3.5 Exchange Date

“**Exchange Date**” means, in relation to a temporary Global Note, the day falling after the expiry of 40 days after its issue date and, in relation to a permanent Global Note, a day falling not less than 60 days, or in the case of failure to pay principal in respect of any Notes when due 30 days, after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Fiscal Agent is located and in the city in which the relevant clearing system is located.

4 Amendment to Conditions

The temporary Global Notes and permanent Global Notes contain provisions that apply to the Notes that they represent, some of which modify the effect of the terms and conditions of the Notes set out in this Base Prospectus. The following is a summary of certain of those provisions:

4.1 Payments

No payment falling due after the Exchange Date will be made on any Global Note unless exchange for an interest in a permanent Global Note or for Definitive Notes is improperly withheld or refused. Payments on any temporary Global Note issued in compliance with the D Rules before the Exchange Date will only be made against presentation of certification as to non-U.S. beneficial ownership in the form set out in the Agency Agreement. All payments in respect of Notes represented by a Global Note in CGN form will be made against presentation for endorsement and, if no further payment falls to be made in respect of the Notes, surrender of that Global Note to or to the order of the Fiscal Agent or such other Paying Agent as shall have been notified to the Noteholders for such purpose. If the Global Note is a CGN, a record of each payment so made will be endorsed on each Global Note, which endorsement will be prima facie evidence that such payment has been made in respect of the Notes. If the Global Note is a NGN, the Issuer shall procure that details of each such payment shall be entered *pro rata* in the records of the relevant clearing system and in the case of payments of principal, the nominal amount of the Notes recorded in the records of the relevant clearing system and represented by the Global Note will be reduced accordingly. Payments under a NGN will be made to its holder. Each payment so made will discharge the Issuer’s obligations in respect thereof. Any failure to make the entries in the records of the relevant clearing system shall not affect such discharge. For the purpose of any payments made in respect of a Global Note, the relevant place of presentation shall be disregarded in the definition of “business day” set out in Condition 7(g) (Non-Business Days).

4.2 Prescription

Claims against the Issuer in respect of Notes that are represented by a permanent Global Note will become void unless it is presented for payment within a period of 10 years (in the case of principal) and five years (in the case of interest) from the appropriate Relevant Date (as defined in Condition 9).

4.3 Meetings

The holder of a permanent Global Note shall (unless such permanent Global Note represents only one Note) be treated as being two persons for the purposes of any quorum requirements of a meeting of Noteholders and, at any such meeting, as having one vote in respect of each integral currency unit of the Specified Currency of the Notes.

4.4 Cancellation

Cancellation of any Note represented by a permanent Global Note that is required by the Conditions to be cancelled (other than upon its redemption) will be effected by reduction in the nominal amount of the relevant permanent Global Note.

4.5 Purchase

Notes represented by a permanent Global Note may only be purchased by the Issuer, the Guarantor or any of the Guarantor's subsidiaries if they are purchased together with the rights to receive all future payments of interest (if any) thereon.

4.6 Issuer's Option

Any option of the Issuer provided for in the Conditions of any Notes while such Notes are represented by a permanent Global Note shall be exercised by the Issuer giving notice to the Noteholders within the time limits set out in and containing the information required by the Conditions, except that the notice shall not be required to contain the serial numbers of Notes drawn in the case of a partial exercise of an option and accordingly no drawing of Notes shall be required. In the event that any option of the Issuer is exercised in respect of some but not all of the Notes of any Series, the rights of accountholders with a clearing system in respect of the Notes will be governed by the standard procedures of Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion) or any other Alternative Clearing System (as the case may be).

4.7 Noteholders' Options

Any option of the Noteholders provided for in the Conditions of any Notes while such Notes are represented by a permanent Global Note may be exercised by the holder of the permanent Global Note giving notice to the Fiscal Agent within the time limits relating to the deposit of Notes with a Paying Agent set out in the Conditions substantially in the form of the notice available from any Paying Agent, except that the notice shall not be required to contain the serial numbers of the Notes in respect of which the option has been exercised, and stating the nominal amount of Notes in respect of which the option is exercised and at the same time, where the permanent Global Note is a CGN, presenting the permanent Global Note to the Fiscal Agent, or to a Paying Agent acting on behalf of the Fiscal Agent, for notation. Where the Global Note is a NGN, the Issuer shall procure that details of such exercise shall be entered *pro rata* in the records of the relevant clearing system and the nominal amount of the Notes recorded in those records will be reduced accordingly.

4.8 NGN nominal amount

Where the Global Note is a NGN, the Issuer shall procure that any exchange, payment, cancellation, exercise of any option or any right under the Notes, as the case may be, in addition to the circumstances set out above shall be entered in the records of the relevant clearing systems and upon any such entry being made, in respect of payments of principal, the nominal amount of the Notes represented by such Global Note shall be adjusted accordingly.

4.9 Events of Default

Each Global Note, or a portion of it, may become due and repayable in the circumstances described in Condition 10 by stating in the notice to the Fiscal Agent the nominal amount of such Global Note that is becoming due and repayable. If principal in respect of any Note is not paid when due, the holder of a Global Note may elect for direct enforcement rights against the Issuer and the Guarantor under the terms of a Deed of Covenant executed as a deed by the Issuer on 18 May 2015 to come into effect in relation to the whole or a part of such Global Note in favour of the persons entitled to such part of such Global Note as accountholders with a clearing system. Following any such acquisition of direct rights, the Global Note will become void as to the specified portion.

4.10 Notices

So long as any Notes are represented by a Global Note and such Global Note is held on behalf of a clearing system, notices to the holders of Notes of that Series 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 the Conditions or by delivery of the relevant notice to the holder of the Global Note, except that so long as the Notes are listed on the Luxembourg Stock Exchange's regulated market and the rules of that exchange so require, notices shall also be published either on the website of the Luxembourg Stock Exchange (www.bourse.lu) or in a leading newspaper having general circulation in Luxembourg (which is expected to be the *Luxemburger Wort*).

5 Electronic Consent and Written Resolution

While any Global Note is held on behalf of a clearing system, then:

- (a) approval of a resolution proposed by the Issuer given by way of electronic consents communicated through the electronic communications systems of the relevant clearing system(s) in accordance with their operating rules and procedures by or on behalf of the holders of not less than 75 per cent. in nominal amount of the Notes outstanding (an “**Electronic Consent**” as defined in the Agency Agreement) shall, for all purposes (including matters that would otherwise require an Extraordinary Resolution to be passed at a meeting for which the Special Quorum, as defined in the Agency Agreement, was satisfied), take effect as an Extraordinary Resolution passed at a meeting of Noteholders duly convened and held, and shall be binding on all Noteholders and holders of Coupons and Talons whether or not they participated in such Electronic Consent; and
- (b) where Electronic Consent is not being sought, for the purpose of determining whether a Written Resolution (as defined in the Agency Agreement) has been validly passed, the Issuer shall be entitled to rely on consent or instructions given in writing directly to the Issuer by (a) accountholders in the clearing system with entitlements to such Global Note and/or, where (b) the accountholders hold any such entitlement on behalf of another person, on written consent from or written instruction by the person identified by that accountholder as the person for whom such entitlement is held. For the purpose of establishing the entitlement to give any such consent or instruction, the Issuer shall be entitled to rely on any certificate or other document issued by, in the case of (a) above, Euroclear, Clearstream, Luxembourg or any other relevant alternative clearing system (the “**relevant clearing system**”) and, in the case of (b) above, the relevant clearing system and the accountholder identified by the relevant clearing system for the purposes of (b) above. Any resolution passed in such manner shall be binding on all Noteholders and Couponholders, even if the relevant consent or instruction proves to be defective. Any such certificate or other document may comprise any form of statement or print out of electronic records provided by the relevant clearing system (including Euroclear's EUCLID or Clearstream, Luxembourg's CreationOnline system) in accordance with its usual procedures and in which the accountholder of a particular principal or nominal amount of the Notes is clearly identified together with the amount of such holding. The Issuer shall not be liable to any person by reason of having accepted as valid or not having rejected any certificate or other document to such effect purporting to be issued by any such person and subsequently found to be forged or not authentic.

USE OF PROCEEDS

The net proceeds from the issue of each Tranche of Notes will be on-lent to Enagás to be used by Enagás and its consolidated subsidiaries for general corporate purposes. If, in respect of a particular issue, there is a particular identified use of proceeds, this will be stated in the relevant Final Terms.

FORM OF ENAGÁS GUARANTEE

The following is the form of the Guarantee of the Notes executed by the Guarantor on 11 May 2016.

This Deed of Guarantee is made on 11 May 2016 by Enagás, S.A. (the “**Guarantor**”) in favour of the Holders and the Relevant Account Holders.

Whereas:

- (A) Enagás Financiaciones, S.A.U. (the “**Issuer**”) proposes to issue euro medium term notes guaranteed by the Guarantor (the “**Notes**”, which expression shall, if the context so admits, include the Global Notes (in temporary or permanent form) to be initially delivered in respect of the Notes and any related coupons and talons) pursuant to an agency agreement, as amended or supplemented from time to time dated 11 May 2016 between, among others, the Issuer, the Guarantor and The Bank of New York Mellon, London Branch as Fiscal Agent (the “**Fiscal Agent**”).
- (B) The Issuer has, in relation to the Notes issued by it, entered into a deed of covenant (as amended and supplemented from time to time, the “**Deed of Covenant**”) dated 18 May 2015.
- (C) The Guarantor has agreed to guarantee the payment of all sums expressed to be payable from time to time by the Issuer in respect of the Notes to the holders of any Notes (the “**Holders**”) issued by it and under the Deed of Covenant to the Relevant Account Holders (the “**Guarantee**”).

This Deed Witnesses as follows:

- 1 Interpretation
 - 1.1 **Defined Terms:** In this Deed, unless otherwise defined herein, capitalised terms shall have the same meaning given to them in the Deed of Covenant and the Conditions (as defined in the Deed of Covenant).
 - 1.2 **Headings:** Headings shall be ignored in construing this Deed.
 - 1.3 **Contracts:** References in this Deed to this Deed or any other document are to this Deed or these documents as amended, supplemented or replaced from time to time in relation to the Programme and includes any document that amends, supplements or replaces them.
 - 1.4 **Legislation or regulation:** Any reference in this Agreement to any legislation (whether primary legislation or regulations or other subsidiary legislation made pursuant to primary legislation) shall be construed as a reference to such legislation as the same may have been, or may from time to time be, amended or re-enacted.
- 2 Guarantee and Indemnity
 - 2.1 **Guarantee:** The Guarantor unconditionally and irrevocably guarantees that if the Issuer does not pay any sum payable by it under the Deed of Covenant or the Notes by the time and on the date specified for such payment (whether on the normal due date, on acceleration or otherwise), the Guarantor shall pay that sum to each Holder and each Relevant Account Holder before close of business on that date in the city to which payment is so to be made. All payments under this Guarantee by the Guarantor shall be made subject to the Conditions.
 - 2.2 **Guarantor as Principal Debtor:** As between the Guarantor, the Holders and the Relevant Account Holders but without affecting the Issuer’s obligations, the Guarantor shall be liable under this Guarantee as if it were the sole principal debtor and not merely a surety. Accordingly, its obligations shall not be discharged, nor shall its liability be affected, by anything that would not discharge it or affect its liability if it were the sole principal debtor, including (1) any time, indulgence, waiver or consent at any time given to the Issuer or any other person, (2) any amendment to any other provisions of this Guarantee or to the Conditions or to any

security or other guarantee or indemnity, (3) the making or absence of any demand on the Issuer or any other person for payment, (4) the enforcement or absence of enforcement of this Guarantee, the Notes, the Deed of Covenant or of any security or other guarantee or indemnity, (5) the taking, existence or release of any security, guarantee or indemnity, (6) the dissolution, amalgamation, reconstruction or reorganisation of the Issuer or any other person or (7) the illegality, invalidity or unenforceability of or any defect in any provision of this Guarantee, the Notes, the Deed of Covenant or any of the Issuer's obligations under any of them.

- 2.3 Guarantor's Obligations Continuing:** The Guarantor's obligations under this Guarantee are and shall remain in full force and effect by way of continuing security until no sum remains payable under the Notes, the Deed of Covenant or this Guarantee and no further Notes may be issued by the Issuer under the Programme. Furthermore, those obligations of the Guarantor are additional to, and not instead of, any security or other guarantee or indemnity at any time existing in favour of any person, whether from the Guarantor or otherwise and may be enforced without first having recourse to the Issuer, any other person, any security or any other guarantee or indemnity. The Guarantor irrevocably waives all notices and demands of any kind.
- 2.4 Exercise of Guarantor's Rights:** So long as any sum remains payable under the Notes, the Deed of Covenant or this Guarantee, the Guarantor shall not exercise or enforce any right, by reason of the performance of any of its obligations under this Guarantee, to be indemnified by the Issuer or to take the benefit of or enforce any security or other guarantee or indemnity.
- 2.5 Avoidance of Payments:** The Guarantor shall on demand indemnify the relevant Holder or Relevant Account Holder, on an after tax basis, against any cost, loss, expense or liability sustained or incurred by it as a result of it being required for any reason (including any bankruptcy, insolvency, winding-up, dissolution or similar law of any jurisdiction) to refund all or part of any amount received or recovered by it in respect of any sum payable by the Issuer under the Notes or the Deed of Covenant and shall in any event pay to it on demand the amount as refunded by it.
- 2.6 Debts of Issuer:** If any moneys become payable by the Guarantor under this Guarantee, the Issuer shall not (except in the event of the liquidation of the Issuer) so long as any such moneys remain unpaid, pay any moneys for the time being due from the Issuer to the Guarantor.
- 2.7 Indemnity:** As separate, independent and alternative stipulations, the Guarantor unconditionally and irrevocably agrees: (1) that any sum that, although expressed to be payable by the Issuer under the Notes, the Deed of Covenant or this Guarantee, is for any reason (whether or not now existing and whether or not now known or becoming known to the Issuer, the Guarantor, a Holder or a Relevant Account Holder) not recoverable from the Guarantor on the basis of a guarantee shall nevertheless be recoverable from it as if it were the sole principal debtor and shall be paid by it to the Holder or Relevant Account Holder (as the case may be) on demand; and (2) as a primary obligation to indemnify each Holder and Relevant Account Holder against any loss suffered by it as a result of any sum expressed to be payable by the Issuer under the Notes, the Deed of Covenant or this Guarantee not being paid on the date and otherwise in the manner specified in this Guarantee or in the Conditions or any payment obligation of the Issuer under the Notes, the Deed of Covenant or this Guarantee being or becoming void, voidable or unenforceable for any reason (whether or not now existing and whether or not now known or becoming known to a Holder or a Relevant Account Holder), the amount of that loss being the amount expressed to be payable by the Issuer in respect of the relevant sum.
- 2.8 Incorporation of Terms:** The Guarantor agrees that it will comply with and be bound by all such provisions contained in the Conditions which relate to it.

3 Payments

- 3.1 Payments Free of Taxes:** All payments by the Guarantor under this Guarantee shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Spain or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In that event, the Guarantor shall pay such additional amounts as shall result in receipt by the Holders and the Relevant Account Holders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable:
- 3.1.1 Other connection:** to, or to a third party on behalf of, a Holder or Relevant Account Holder who is liable to such taxes, duties, assessments or governmental charges in respect of such Note or Coupon by reason of his having some connection with Spain other than the mere holding of the Note or Coupon; or
 - 3.1.2 Presentation more than 30 days after the Relevant Date:** presented for payment more than 30 days after the Relevant Date except to the extent that the Holder or Relevant Account Holder of it would have been entitled to such additional amounts on presenting it for payment on the thirtieth such day; or
 - 3.1.3 Information requested by Spanish Tax Authorities:** (in respect of any payment by the Issuer) to, or to a third party on behalf of, a Holder or Relevant Account Holder who does not provide to the Issuer (or the Guarantor) or an agent acting on behalf of the Issuer (or the Guarantor) the information concerning such Holder or Relevant Account Holder as may be required in order to comply with the procedures that may be implemented to comply with the interpretation of Royal Decree 1065/2007 as eventually made by the Spanish Tax Authorities.

Defined terms used in this Clause 3.1 shall have the meanings given to them in the Conditions.

- 3.2 Stamp Duties:** The Guarantor covenants to and agrees with the Holders and Relevant Account Holders that it shall pay promptly, and in any event before any penalty becomes payable, any stamp, documentary, registration or similar duty or tax payable in Spain, Belgium or Luxembourg, as the case may be, or in the country of any currency in which the Notes may be denominated or amounts may be payable in respect of the Notes or any political subdivision or taxing authority thereof or therein in connection with the entry into, performance, enforcement or admissibility in evidence of this Deed and/or any amendment of, supplement to or waiver in respect of this Deed, and shall indemnify each of the Holders and Relevant Account Holders, on an after tax basis, against any liability with respect to or resulting from any delay in paying or omission to pay any such tax.

4 Amendment and Termination

The Guarantor may not amend, vary, terminate or suspend this Guarantee or its obligations hereunder unless such amendment, variation, termination or suspension shall have been approved by a resolution of the Noteholders or to comply with any mandatory requirements set forth by any regulation, directives or rules issued by the Spanish government or the relevant administrative authority, save that nothing in this Clause shall prevent the Guarantor from increasing or extending its obligations hereunder by way of supplement to this Guarantee at any time.

5 Currency Indemnity

If any sum due from the Guarantor under this Deed or any order or judgment given or made in relation thereto has to be converted from the currency (the “**first currency**”) in which the same is payable under this Deed or such order or judgment into another currency (the “**second currency**”) for the purpose of (a) making or filing a claim or proof against the Guarantor, (b) obtaining an order or judgment in any court or other

tribunal or (c) enforcing any order or judgment given or made in relation to this Deed, the Guarantor shall indemnify each Beneficiary on demand against any loss suffered as a result of any discrepancy between (i) the rate of exchange used for such purpose to convert the sum in question from the first currency into the second currency and (ii) the rate or rates of exchange at which such Holder or Relevant Account Holder may in the ordinary course of business purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof.

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

6 General

6.1 Benefit: This Guarantee shall enure for the benefit of the Holders and the Relevant Account Holders.

6.2 Deposit of Guarantee: The Guarantor shall deposit this Guarantee with the Fiscal Agent, to be held by the Fiscal Agent until all the obligations of the Guarantor have been discharged in full. The Guarantor acknowledges the right of each Holder and each Relevant Account Holder to the production of, and to obtain a copy of, this Guarantee.

7 Governing Law and Jurisdiction

7.1 Governing Law: This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.

7.2 Jurisdiction: The courts of England are to have jurisdiction to settle any disputes that may arise out of or in connection with this Deed and accordingly any legal action or proceedings arising out of or in connection with this Deed (“**Proceedings**”) may be brought in such courts. The Guarantor irrevocably submits to the jurisdiction of such courts and waives any objection to Proceedings in such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This Clause is for the benefit of each of the Relevant Account Holders and each of the Holders and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

7.3 Agent for Service of Process: The Guarantor irrevocably appoints Law Debenture Corporate Services Limited of Fifth Floor, 100 Wood Street, London, EC2V 7EX as its agent in England to receive service of process in any Proceedings in England based on this Deed. If for any reason the Guarantor does not have such an agent in England, it shall promptly appoint a substitute process agent and notify the Holders or Relevant Account Holders of such appointment in accordance with the Conditions. Nothing herein shall affect the right to serve process in any other manner permitted by law.

In witness whereof the Guarantor has caused this deed to be duly delivered as a deed on the date stated at the beginning.

ENAGÁS, S.A.

By:

DESCRIPTION OF THE ISSUER

General Information

The corporate name of the Issuer is “Enagás Financiaciones, Sociedad Anónima Unipersonal”.

The Issuer is registered with the Mercantile Registry (*Registro Mercantil*) of Madrid, Spain, under Volume 29.386, Folio 161, Section 8, Page M-528949, 1st registration entry. The Issuer holds Tax Identification Code number A-86450244. The Issuer was incorporated for an indefinite time before Madrid Notary Public Mr. Pedro de la Herrán Matorras, on 16 April 2012.

The Issuer is a wholly-owned subsidiary of Enagás, S.A. and was incorporated on 16 April 2012 as a limited liability corporation (*sociedad anónima*) owned by one single shareholder (unipersonal), incorporated in accordance with Royal Legislative Decree 1/2010 of 2 July 2010, which approves the Consolidated Text of Spanish Limited Liability Companies' Law (*Real Decreto Legislativo 1/2010, de 2 de julio, por el que se aprueba el texto refundido de la Ley de Sociedades de Capital*).

The Issuer's current registered office is located at Paseo de los Olmos 19, Madrid 28005, Spain.

Share capital and shareholder

The Issuer's share capital is €890,000, fully subscribed and paid-up, divided into eighteen thousand nine hundred (18,900) standard shares, each having a par value of one hundred euro (€100), consecutively numbered from no. 1 through no. 8,900, inclusive, all of which are issued and fully paid-up.

No recent events relating to the Issuer exist which are important for evaluating its solvency.

Business

The corporate purpose of the Issuer is (a) the issuance of debt securities and the obtaining of funding by any means in accordance with common practice; (b) the management and administration of equity securities, the rendering of any type of services to companies in which it has a stake and the distribution of the financial resources obtained from the execution of its corporate purpose; and (c) the acquisition, subscription, use, administration and disposal of securities. This purpose shall be implemented subject to compliance with those legal requirements in force at the time of an issue.

Management and Supervisory Bodies

As at the date of this Base Prospectus, the members of the board of directors of the Issuer and their position on the board, are the following:

Name of Director	Position on Board
Borja García Alarcón Altamirano	Joint Director
Luis Ros Arnal	Joint Director

The business address of the members of the board of directors is Paseo de los Olmos 19, Madrid 28005, Spain.

As at the date of this Base Prospectus, there are no potential conflicts of interest between the duties of the persons identified above to the Issuer and their private interests and/or other duties. None of the members of

the board of directors of the Issuer performs any activities outside of its duties to the Issuer that are significant with respect to those duties.

Financial Information

Financial position

The Issuer was incorporated on 16 April 2012 with no financial activity prior to this date. The audited stand-alone financial statements of the Issuer as at and for the years ended 31 December 2020 and 31 December 2019 have been incorporated by reference into this Base Prospectus.

Legal and arbitration proceedings

There are no governmental, legal or arbitration proceedings, (including any such proceedings which are pending or threatened, of which the Issuer is aware), which may have or have had, in the period of 12 months prior to the date of this Base Prospectus, a significant effect on the financial position or profitability of the Issuer.

Material contracts

Not applicable.

Third party information statement by experts and declaration of any interest

Not applicable.

DESCRIPTION OF ENAGÁS, S.A.

General Information

Enagás, S.A. (“**Enagás**”) is a Spanish limited liability company (*Sociedad Anónima*), subject to the Spanish Companies Law (*Ley de Sociedades de Capital*), that was incorporated on 13 July 1972 for an indefinite period. It is registered in the Mercantile Registry of Madrid at volume 305, sheet 36 and page number M-6113. The registered address of Enagás is Paseo de los Olmos No. 19, 28005 Madrid, Spain.

Share capital and major shareholders

Enagás has been listed on the stock exchanges of Madrid, Barcelona, Bilbao and Valencia since 2002 and its current share capital is represented by 261,990,074 shares with a par value of €1.50 each, forming a single class. The share capital is fully paid-up.

On 19 December 2019, a capital increase was carried out through the issue and circulation of 23,255,814 ordinary shares of Enagás, each with a face value of €1.50, and a share premium of €465,116,280.

The following table sets out the largest shareholders of Enagás as at the date of this Base Prospectus:

Shareholder	Direct shareholding	Indirect/ direct shareholding	Total shareholding
		(%)	
Sociedad Estatal de Participaciones Industriales.....	5.00	-	5.00
Ortega Gaona, Amancio		5.00	5.00
Bank of America Corporation	-	3.61	3.61
Blackrock inc.....	-	3.38	3.38
Mubadala Investment Company PJSC	-	3.10	3.10
State Street Corporation	-	3.01	3.01

The Hydrocarbons Law (defined below), as amended, provides that no individual or company may (i) directly or indirectly hold more than 5 per cent. of Enagás’ share capital or (ii) exercise more than 3 per cent. of the voting rights in Enagás. The Hydrocarbons Law also stipulates that natural persons or legal entities that operate in the gas industry or those natural persons or legal entities that, directly or indirectly, hold over 5 per cent. of the share capital of legal entities that operate in the gas industry may not exercise more than 1 per cent. of the voting rights in Enagás. It further provides that shareholders of Enagás may not enter into shareholders’ agreements or any other kind of agreements for the joint exercise of their voting rights. These restrictions shall not apply to direct or indirect shareholdings held by public-sector enterprises.

The Hydrocarbons Law also stipulates that the sum of direct or indirect shareholdings in Enagás by all entities, which develop activities related to the natural gas sector, may not be greater than 40 per cent. of Enagás’ aggregate share capital.

No recent events relating to Enagás exist which are important for evaluating its solvency.

Litigation

Enagás is party to an arbitration proceeding which is currently in the arbitral tribunal.

Arbitration proceeding against the Government of Peru

In January 2017, the Government of Peru (“GoP”) declared the termination of the concession of the Gasoducto Sur Peruano (“GSP”) project, a concession which was awarded to the consortium in which Enagás participated with a 25 per cent. share in 2014. Following the termination of the concession contract, the Peruvian State should have initiated the procedure foreseen in clause 20 of the relevant contract. This procedure involves designating a consulting entity of international standing to calculate the Net Carrying Amount (“NCA”) of the concession assets as well as the subsequent organisation of three public tenders at a starting price corresponding to 100% of the NCA, and at any rate guaranteeing payment to GSP of 72.25% of the NCA after the third auction. At the end of 2017, the GoP had still not initiated this procedure and declared that the Regulations for Transportation of Hydrocarbons via Pipelines approved by Supreme Decree 081-2007-EM would be applied instead. As this procedure had not been initiated either, Enagás notified the Government of Peru on 19 December 2017 of a disagreement relating to the investment in GSP pursuant to the Agreement for Reciprocal Promotion and Protection of Investments (to which both Peru and Spain are parties) (“APPRI”). The communication of the disagreement by Enagás initiated the direct contact phase in accordance with Article 9.1 of APPRI, which precedes an international arbitration with a view to reaching a settlement. Following the six-month period established by the direct contact procedure without reaching an amicable agreement, Enagás filed on 2 July 2018 an application for arbitration against the GoP before the CIADI (*Centro Internacional de Arreglo de Diferencias Relativas a Inversiones*). Enagás expects to obtain reimbursement for its investment in GSP with a favourable arbitration award recognising that the GoP did not protect Enagás’ investment in accordance with APPRI and has to indemnify the Group against the value of the investment.

The arbitral tribunal was constituted on 18 July 2019 and on 24 September 2019, the procedural rules governing the arbitration procedure were established. The arbitration proceedings are taking place in accordance with the procedural calendar approved by the arbitral tribunal. Pursuant to the procedural calendar, Enagás filed its memorial on the merits of claim on 20 January 2020, the GoP filed a memorial on jurisdiction and a counter-memorial on the merits on 17 July 2020.

On 7 November 2020 the Tribunal issued Procedural Order N°2 concerning production of documents, Enagás filed a counter-memorial on jurisdiction and a reply on the merits on 31 May 2021, successively, the GoP filed a reply on jurisdiction and a rejoinder on the merits on 20 October 2021. Finally, Enagás filed a rejoinder on jurisdiction on 17 January 2022. The hearing on jurisdiction and the merits will be held from 19 September to 30 September 2022. Enagás’ legal advisors estimate that the award that resolves this dispute will be published in the first semester of 2023.

Enagás has put itself at the disposal of the GoP to reach an amicable agreement to end the arbitration proceedings.

There have been no changes in the amount of the NCA and the valuation made at 31 December 2020 by a firm of independent experts hired by Enagás has an updated NCA totaling \$1,963,000. According to Enagás, this figure would suffice to be applied to the payments waterfall pursuant to the insolvency law and the remaining payments under the subordination and the assignment of credit agreements and allow for the return the total value of Enagás’ investment in the GSP project.

Based on the conclusions determined by both the internal and external legal advisers of Enagás, the probability of Enagás recovering the entirety of its investment in GSP (consisting of (i) receivables in relation to the aforementioned enforced guarantees amounting to \$226,800,000, (ii) interests of \$1,800,000 (iii) various invoices for services provided totalling \$7,600,000 and (iv) the share capital contributed to GSP of \$275,300,000) is considered likely.

Background

Enagás was incorporated to operate the natural gas infrastructure network in Spain. After the enactment in 1998 of the Hydrocarbons Industry Law (*Ley 34/1998, de 7 de octubre del sector de hidrocarburos*, the “**Hydrocarbons Law**”) which liberalised the Spanish natural gas market in accordance with applicable European directives and the implementation process that followed, Enagás became an owner of gas transportation infrastructures comprising high pressure gas pipelines, underground gas storages and regasification plants.

As the owner of the majority of the basic natural gas infrastructure network in Spain, in 2000 Enagás was appointed technical manager of the natural gas system (*Gestor Técnico del Sistema*, the “**Technical System Manager**”), pursuant to an amendment of the Hydrocarbons Law made by Royal Decree Law 6/2000, of 23 June 2003. The Technical System Manager is responsible for the technical management of the basic and secondary gas transportation networks and its role is to ensure the continuity and security of supply and proper coordination between the access points.

Royal Decree Law 6/2009 appointed Enagás as the sole transporter for the high-pressure gas network (*Transportista Único de la red troncal de transporte primario de gas*) in Spain. In addition to the activities that it carries out directly, Enagás is also the head of a group of companies that owns interests in joint ventures engaged in the gas transportation and regasification business in Spain, México, Perú, Chile, Sweden, Greece, Albania and Italy.

The new Additional Provision no. 31 of the Hydrocarbons Law (introduced by the Final Provision no. 6 of Law 12/2011, of 27 May 2011 on civil liability for nuclear damage or damage produced by radioactive materials) provided that Enagás had to create two subsidiary companies, in which it would hold the entire capital stock, that would be tasked with the functions of Technical System Manager and transportation company respectively, by transferring all of the material and human assets currently dedicated to the pursuit of each of the above two activities.

Pursuant to the above statutory provision, Enagás has transferred to two incorporated subsidiaries (Enagás Transporte, S.A.U. and Enagás GTS, S.A.U., “**Enagás GTS**”) all of the economic units specific to their functions as a gas transportation company and Technical System Manager, respectively, including the corresponding human resources teams and all assets and liabilities comprising such units. The corporate head offices and the properties not involved in the regulated activities that were not transferred to Enagás Transporte or Enagás GTS continue to be held by the parent company.

Pursuant to the Hydrocarbons Law, Enagás may not transfer its shares in any subsidiaries pursuing regulated activities to any third parties.

Business

The Group is a natural gas transmission, regasification and underground storage company in Spain and the technical manager of the Spanish gas system. Enagás is also certified as an independent transmission system operator (“**TSO**”) by the EU. Since its inception in 1972, the Group has played a key role in the introduction of natural gas to Spain, building an extensive gas infrastructure network to transport natural gas throughout the country. As of 31 December 2021, the Group owned more than 90% of the high-pressure gas pipelines in Spain, operated 89% of the country's underground storage, was present at six out of the seven regasification plants on the Iberian Peninsula and had a share of more than 85% of the national transmission remuneration. In addition to Spain, the Group has operations in Mexico, Peru, Chile, Greece, Albania, Italy and the United States. This geographic diversity, underpinned by the Group's strategy to expand into international midstream operations through stakes in favourable growth markets, provides stable and predictable cash flows while facilitating the provision of reliable and efficient gas solutions around the globe.

The Group owns and operates the majority of Spain's gas infrastructure. Its assets include six regasification plants, 11,369 km of pipelines, 19 compressor stations, six international connections and three underground storage facilities. Through the operation of this infrastructure network, the Group manages the combined natural gas lifecycle in Spain. Natural gas enters the country in gaseous form through an international pipeline connection, or as liquid natural gas (“LNG”) through one of the country's regasification terminals (six of which are owned and operated by the Group) where it is returned to its gaseous state. Natural gas is then transported through a network of pipelines to reach distributors and end consumers across the country or is stored in an underground storage facility. The technical operation of the Spanish gas system, including the routing of gas and relationship with shippers and commercial suppliers, is managed by the Group in its capacity as the country's technical system manager.

The gas market in Spain is highly regulated and comprises two main participants: (i) *operators*, that own and operate the gas infrastructure in the country (such as the Group), and (ii) *users*, that contract access to the gas system to introduce, regasify, transport, distribute and store gas. Users pay tolls and royalties to the network in an amount determined annually by a Ministerial Order. The remuneration of operators, on the other hand, is set by law under a six-year regulatory period (2014-2021) and is paid by the CNMC with the proceeds collected from tolls and royalties paid by users of the Spanish gas system. As such, operators do not have clients, contracts or commercial relationships with shippers, commercial distributors or end-consumers.

The remuneration paid to operators has a fixed and a variable component. The fixed component is intended to compensate the investment, operating and maintenance costs of the assets used to operate the gas system. The variable remuneration relates to the continuity of supply of the regulated activities (regasification, transmission, and underground storage) adjusted by an efficiency factor and changes in demand.

The construction of new gas infrastructure in Spain is centrally planned by the government pursuant to a five-year mandatory plan. The last mandatory plan elapsed in 2016 and has not been renewed as of the date of this Base Prospectus.

Since 2011, the Group has leveraged its experience as operator and manager of the Spanish gas system by participating in international projects intended to (i) integrate the European gas market through its participation in the Trans-Adriatic Pipeline project and (ii) develop natural gas infrastructure in growth markets across Latin America.

The Group organises its business across three business segments:

- *Regulated activities (Infrastructure – Enagás Transporte, S.A.U. and Enagás Transporte Del Norte, S.L.)*
– The Group's regulated activities segment consists of infrastructure activity related to transmission, regasification and storage of natural gas in Spain. Upon extraction, natural gas is liquefied, transported in methane tankers from producing countries and unloaded at the Group's regasification plants where it is stored in cryogenic tanks and returned to its original gaseous state. As of 31 December 2021, the Group's regasification assets consist of six LNG terminals located in El Musel, Barcelona, Cartagena, Huelva, Sagunto and Bilbao. Regasified gas is then distributed to end-consumers via the Group's network of pipelines comprised of primary transmission pipelines (with maximum design pressure equal to or greater than 60 bars) and secondary transmission pipelines (with maximum design pressure ranging from 16 to 60 bars). The Group's transmission infrastructure consists of approximately 11,369 km of gas pipelines across Spain, 19 compressor stations and six international connections. The Group also operates three strategic underground gas storage facilities, two onshore facilities in Serrablo (in Huesca) and Yela (in Guadalajara), and Gaviota, an offshore storage facility located in the Bay of Biscay. For the financial years ending 31 December 2020 and 2021, regulated activities revenues amounted to €991.3 million and €941.1 million respectively, representing 91.4% and 94.9% of the Group's consolidated Revenues and other operating income.

- *Regulated activities (Technical system management)* – The Group's technical system management activities, a subset of its broader regulated activities, relate to the oversight and management of the Spanish gas system. As technical manager, the Group is required to guarantee the continuity and security of the gas supply as well as the efficient coordination among access, storage, transmission and distribution points. For the financial years ending 31 December 2020 and 2021, technical system management activities Revenues amounted to €25.0 million and €26.5 million, respectively, representing 2.3% and 2.7% of Enagás' consolidated revenues and other operating income.
- *Non-regulated activities* – This segment includes the Group's regasification and transmission activities outside of Spain. The Group has international midstream operations through joint ventures in large greenfield and brownfield projects in Mexico, Peru, Chile, Greece, Albania and Italy. For the financial years ending 31 December 2020 and 2021, non-regulated activities revenues and other operating income amounted to €67.8 million and €23.6 million respectively, representing 6.3% and 2.4% of Enagás' consolidated Revenues and other operating income.

On a consolidated basis, for the financial years ending 31 December 2020 and 2021, respectively, the Group generated 93.7% and 97.6% of its revenue and other operating income from regulated activities, of which 62.5% and 61.1% corresponded to transportation, 25.9% and 25.4% to regasification, 9.1% and 10.8% to storage and 2.5% and 2.7% from technical system management activities. In addition, it generated 6.3% and 2.4% from non-regulated activities.

History of Enagás

Enagás was founded in 1972 by the Spanish Government with the aim of creating a nationwide network of gas pipelines. In 2000, Enagás was appointed technical manager of Spain's gas system. After privatisation in 1994, Gas Natural acquired a controlling stake in Enagás, which it gradually disposed of, since demerging Enagás in 2002. Currently, 5% is the maximum stake a single shareholder is permitted to hold in the Group (since 30 December 2006). The state-owned holding company Sociedad Estatal de Participaciones Industriales (SEPI), is an institutional shareholder that currently owns 5% of Enagás. As of 31 December 2021, approximately 90% of Enagás' shares are on the open market. In 2009, the Group was named the sole transporter for Spain's primary gas transport trunk network. This was followed by a rapid integration and expansion process, which included:

- In 2010, the acquisition of the Gaviota offshore underground storage facility and 40% of the Bilbao LNG terminal (BBG).
- In 2011, the acquisition of the Altamira regasification terminal in Mexico, the Group's first international acquisition.
- In 2012, the acquisition of the GNL Quintero regasification plant in Chile and certification as European TSO under the ownership unbundling (OU) regime.
- In 2013, the acquisition of Naturgas Energía Transporte from EDP, to consolidate its position as sole transporter for the gas transmission trunk network.
- In 2014, the acquisition of Transportadora de Gas del Perú (“**TgP**”), which manages the gas pipeline connecting the Camisea reservoirs in Peru and the Melchorita liquefaction plant, and its acquisition of 16% of the ownership interest in Enagás developing the Trans Adriatic Pipeline (**TAP**) project.
- In 2015, the acquisition of Swedegas, the owner and operator of the Swedish gas transmission grid and 30% of Saggas along with an increase in the Group's ownership of BBG (to 50%).
- Between 2016 and 2017, the increase in the Group's ownership interest in TgP and COGA, GNL Quintero, Saggas (to 72.5%) and Swedegas.

- In 2018, a Consortium in which the Group holds a 20% share was awarded a contract for the acquisition of a 66% stake in DESFA, the Greek national natural gas operator.
- On 21 November 2018, after compliance with the corresponding conditions precedent set forth in the purchase agreement, the sale was completed of the entire stake that Enagás Internacional, S.L.U. held in Swedegas Group, which accounted for 50% of Swedegas Group's share capital.
- On 11 March 2019, Enagás finalised an agreement to invest \$590 million in an indirect stake of 10.9% in Tallgrass Energy LP (“TGE”). This investment was made through various holding companies, together with affiliates of Blackstone Infrastructure Partners and GIC (Singapore's sovereign wealth fund). Founded in 2012, TGE is a US energy infrastructure company which owns three inter-state gas pipelines regulated by the Federal Energy Regulatory Commission, with a total of 11,000 km of gas transmission pipelines, 2,400 km of gas gathering pipelines and a 1,300 km oil pipeline. On 30 July 2019 Enagás increased its stake in these holding companies to 12.6% of the indirect shareholding in TGE, following approval by the Committee on Foreign Investment in the United States. In addition, on 16 December 2019, Enagás, through the aforementioned holding companies, signed an agreement for the acquisition of the entire free float of TGE. Upon the fulfilment of the relevant conditions and approval by the TGE General Shareholders' Meeting, and payment by Enagás of \$836 million (€762.8 million), this transaction closed on 17 April 2020. As a consequence of the closing of this transaction, Enagás has increased its indirect interest in TGE to 30.2%. In order to finance this increased interest in TGE, on 19 December 2019 Enagás completed a €500 million capital increase through the issuance of 23,255,814 ordinary shares at an issue price of €21.50 per share.

The following table sets out the evolution of the Group's Spanish infrastructure from 2020 to 2021:

	<u>2020</u>	<u>2021</u>
Transportation grid		
Pipeline length (km) ¹	11,369	11,369
Regasification plants		
Storage capacity LNG (m ³) ('000) ⁴	3,317	3,317
Vaporisation capacity (m ³ (n)/h) ² ('000) ⁴	6,863	6,863
Underground storage		
Extraction capacity (M m ³ (n)/day) ³	13.8	18.4
Injection capacity (M m ³ (n)/day).....	10.4	10.8

¹ The Group manages the entire primary Spanish network through its subsidiary Enagás GTS.

² (n)/h means, per hour, in normal pressure and temperature conditions.

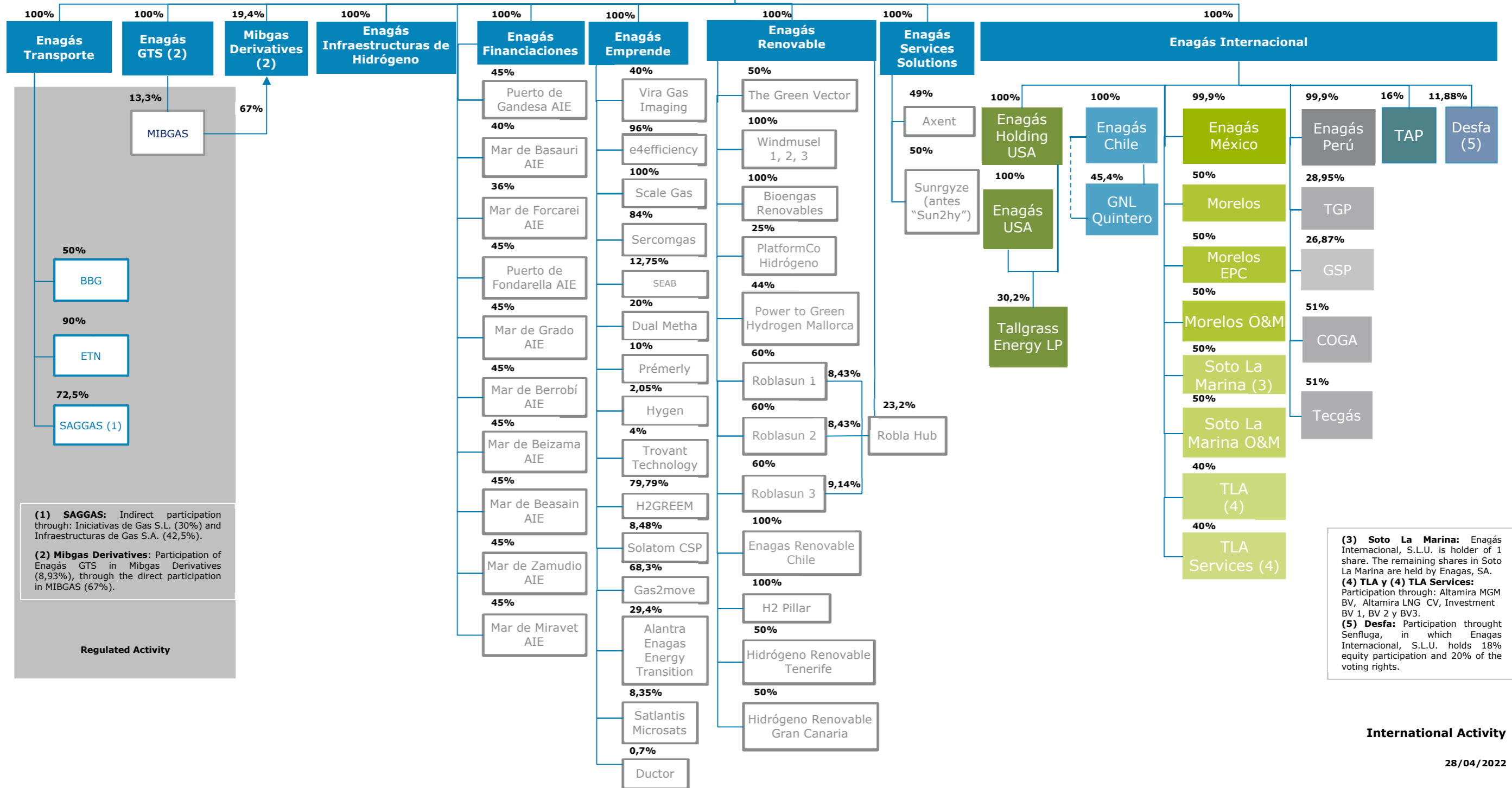
³ (n)/day means, per day, in normal pressure and temperature conditions.

⁴ Excluding the percentage corresponding to the Bilbao regasification plant.



Mapa Societario

Enagás, S.A.



(1) SAGGAS: Indirect participation through: Iniciativas de Gas S.L. (30%) and Infraestructuras de Gas S.A. (42,5%).
 (2) Mibgas Derivatives: Participation of Enagás GTS in Mibgas Derivatives (8,93%), through the direct participation in MIBGAS (67%).

(3) Soto La Marina: Enagás Internacional, S.L.U. is holder of 1 share. The remaining shares in Soto La Marina are held by Enagas, SA.
 (4) TLA y (4) TLA Services: Participation through: Altamira MGM BV, Altamira LNG CV, Investment BV 1, BV 2 y BV3.
 (5) Desfa: Participation through Senfluga, in which Enagas Internacional, S.L.U. holds 18% equity participation and 20% of the voting rights.

International Activity

Overview of the Spanish Gas System

Gas Infrastructure

The Spanish gas system relies almost entirely on imported natural gas. In 2021 only 0.11% of the total gas supply provision was produced in Spain. The Spanish market's gas consumption relies on imports from its international pipeline connections with Africa, but also with France and Portugal, and its LNG terminals.

The gas imported by Spain through the country's six operational LNG regasification terminals (in Huelva, Barcelona, Cartagena, Bilbao, Sagunto and Galicia) in 2021 was 227,181 GWh (similar to 2020). The majority of imported gas (63%) was brought by vessels and the remaining 37% was brought into Spain by pipeline (mainly the Medgaz and Maghreb pipelines). There are six international pipeline connections: (i) two connections with Portugal (through Tuy and Badajoz), (ii) one with Morocco (across the Maghreb-Europe Gas Pipeline (MEGP, through Tarifa)), (iii) one with Algeria (across the sea landing at Almería, the Medgaz pipeline), and two with France (through Navarra and Guipúzcoa). The interconnection points connections brought 189,504 GWh to Spain, representing 45% of natural gas imports in 2021 (including LNG). Algeria was the single largest supplier of natural gas to Spain in 2021 (177.990 GWh (including LNG and natural gas)). Despite not being a producer, Spain exported 18,761 GWh of natural gas through its connection with Portugal and France.

As of 31 December 2021, the Spanish trunk network consisted of 13,369 km of primary and secondary pipelines, and 19 compressor stations used to propel the natural gas from the various entry points of the gas system to the ultimate end consumers.

Since Spain imports practically all the gas it consumes, its storage capacity is relevant, representing approximately 41% in the case of LNG. From 1 April 2020 to 31 March 2021, underground available capacity amounted to 34,337 GWh and mandatory security reserves to 21,805 GWh.

Gas Transmission and System Management

The main activities involved in the supply of natural gas include production, liquefaction, transmission, regasification, storage and supply. Given the virtual monopoly of transmission, regasification and storage activities (which have historically been carried out by a single operator), these activities are categorised as “**regulated**” activities and are subject to certain constraints, supervision and remuneration schemes to guarantee third party access to the gas system. On the other hand, production, liquefaction and commercial supply operate in an unregulated, free-market system and are categorised as “**non-regulated**” activities.

The Spanish transmission network includes:

- the primary network (*red básica*), which consists mainly of high-pressure pipelines (equal or above 60 bar), LNG regasification terminals, basic storage facilities, compressor stations, international connections to the Spanish gas system and national connections to the basic network; and
- the secondary network (*red secundaria*), consisting of lower pressure pipelines (with pressure between 16 and 60 bar).

While there are several transmission companies, Enagás Transporte, S.A.U., a subsidiary of the Group, has been appointed as the company responsible for developing and constructing any new facilities that qualify as part of the “trunk network” (*red troncal*). The trunk network includes interconnected high-pressure pipelines, interconnection points, connections with natural gas fields or storage facilities, connections with regasification plants and compressor stations.

The country's gas grid is operated by the Technical System Manager, which is responsible for the operation and technical management of the primary and secondary networks in Spain.

Regulatory System

Enagás was incorporated to operate the natural gas infrastructure network in Spain. After the enactment in 1998 of the Hydrocarbons Industry Law (*Ley 34/1998, de 7 de octubre del sector de hidrocarburos*, the “**Hydrocarbons Law**”) which liberalised the Spanish natural gas market in accordance with applicable European directives and the implementation process that followed, Enagás became an owner of gas transportation infrastructures comprising high pressure gas pipelines, underground gas storages and regasification plants.

As the owner of the majority of the basic natural gas infrastructure network in Spain, in 2000 Enagás was appointed technical manager of the natural gas system (*Gestor Técnico del Sistema*, the “**Technical System Manager**”), pursuant to an amendment of the Hydrocarbons Law made by Royal Decree Law 6/2000, of 23 June 2003. The Technical System Manager is responsible for the technical management of the basic and secondary gas transportation networks and its role is to ensure the continuity and security of supply and proper coordination between the access points.

Royal Decree Law 6/2009 appointed Enagás as the sole transporter for the high-pressure gas network (*Transportista Único de la red troncal de transporte primario de gas*) in Spain. In addition to the activities that it carries out directly, Enagás is also the head of a group of companies that owns interests in joint ventures engaged in the gas transportation and regasification business in Spain, México, Perú, Chile, Sweden, Greece, Albania and Italy.

The new Additional Provision no. 31 of the Hydrocarbons Law (introduced by the Final Provision no. 6 of Law 12/2011, of 27 May 2011 on civil liability for nuclear damage or damage produced by radioactive materials) provided that Enagás had to create two subsidiary companies, of which Enagás would hold the entire capital stock, that would be tasked with the functions of Technical System Manager and transportation company respectively, by transferring all of the material and human assets currently dedicated to the pursuit of each of the above two activities.

Pursuant to the above statutory provision, Enagás has transferred to two incorporated subsidiaries (Enagás Transporte, S.A.U. and Enagás GTS, S.A.U., “**Enagás GTS**”) all of the economic units specific to their functions as a gas transportation company and Technical System Manager, respectively, including the corresponding human resources teams and all assets and liabilities comprising such units. The corporate head offices and the properties not involved in the regulated activities that were not transferred to Enagás Transporte or Enagás GTS continue to be held by the parent company.

Pursuant to the Hydrocarbons Law, Enagás may not transfer its shares in any subsidiaries pursuing regulated activities to any third parties.

Until 2020, the Spanish government was responsible for establishing the different regulatory frameworks. The last regulatory framework for the period 2014-2020 gas system was established in 2014. The primary purpose of this framework was to address the problem posed by tariff deficits. Tariff deficits are shortfalls of revenues in a country's energy system, which arise when the tariffs for the regulated components of the retail energy price (e.g. transmission of gas) are set below the costs recognised by the companies operating the system. A tariff deficit implies that deficit or debt is built up in the energy sector and as these deficits accumulate, they appear as receivables on the financial statements of these energy companies. This regulatory gas framework introduced in 2014 established a mechanism to recover tariff deficit accumulated until 2014 within a 15-year period and prevent the generation of future tariff deficits through a guaranteed remuneration system.

Regulatory periods of six years are fixed to establish the remuneration of regulated activities, providing regulatory stability for such activities.

In 2020, on application of the European Gas Directive 2009/73/CE, the Royal Decree Law 1/2019 transferred the competences to settle the gas transmission and regasification remuneration scheme and tariff competences to the CNMC. The Ministry keeps the competences for establishing the Energy policy guidelines, the underground storage remuneration scheme and tariffs, and the gas tariffs not directly related with the use of the gas infrastructures.

This new regulatory framework has been applied for the second regulatory period that spans from 2021 to 2026. In this period, in order to follow the tariff harmonization process among the European countries, established by the EU Regulation 2017/460 the remuneration is calculated in a gas year basis (from 1 October of year n-1, to 30 September of year n). The remuneration applicable to gas transmission, regasification and storage for each year of the period is calculated for each regulated asset.

The basis of the remuneration scheme set forth for the second regulatory period for transmission and regasification derive from Circular 9/2019 of the CNMC, while for underground storages it derives from Royal Decree 1184/2020.

Remuneration is the sum of the investment costs, the maintenance and operational costs of each asset and the remuneration adjusts for productivity and efficiency. For gas infrastructures under special administrative situations and for investments that have cross-border impacts, a specific remuneration scheme is applied. The investment costs are comprised of: (i) a depreciation factor that is calculated by reference to the annual value of the asset and its useful life; and (ii) a financial return that is calculated applying a financial return rate to the asset net value. The financial return rate for the second regulatory period is based in the WACC established for these activities in the Circular 2/2019 of the CNMC, with a value of 5.44%.

RCS is still applied to each activity – transmission, regasification and underground storage. This remuneration is allocated to each operating asset according to their standard investment value. For this second regulatory period, however, the RCS remuneration does not depend anymore from fluctuations of demand levels, regasified volumes in regasification plants and underground storage utilisation. Instead, for every year the RCS is gradually reduced from 2020 levels with a predefined coefficients. The remuneration system is guaranteed by law. Each participant in the gas system performing a regulated activity will get paid an amount prescribed by law. The guarantee is based on the idea that the system has to be economically sustainable and self-sufficient under the premise that the costs of the operators of the gas system should be covered by the money raised by such system. Thus, if there is a deficit on any given year, whereby the money raised by the gas system is below the remuneration of the participants due to, for example, lower than expected demand, the system will guarantee that such shortfall be paid during the following exercise. This is achieved by means of a settlement mechanism. As there can be important mismatches between the costs of each regulated company and the tariffs they will be able to recover in their infrastructures, a settlement process was established in 2002.

Any company wishing to use the Spanish gas system is required to pay access tolls and royalties, which are set by law. The amount ultimately paid by shippers and suppliers of gas is based on the service contracted, which ranges from LNG unloading, to regasification, transmission and storage. The money is raised by the system participant at the point of entry and pooled into a segregated account on behalf of the regulator (the CNMC). These electronic contracts are framework agreements which provide technical information only, such as amount contracted, type of service, volume, gas quality, entry and exit points, etc. The regulator then determines how much of the pooled money corresponds to the Group and other system participants according to their invoiced costs. The Group nets the amount that is owed to it and transfers the balance to the other relevant participants in accordance with the regulator's instructions. There are 15 settlement processes each year, 14 monthly settlements plus one definitive. Short settlement periods are intended to ensure that set-offs occur regularly and

thereby limit the system's exposure to counter-party risk. According to this settlement mechanism, the revenue collected from tariffs each year by the regulated companies in the system is distributed to these companies according to their recognised costs. This process guarantees that each company receives the same percentage of their costs.

Business Description

Regulated activities (Infrastructure)

The regulated activities (infrastructure) segment consist of activities related to the operation of the country's transmission system, regasification plants and underground storage facilities.

The following map sets forth the location of Enagás' regulated assets.



Transmission System

Gas pipelines

By virtue of Royal Decree-Law 6/2009 of 30 April 2009, the Group is the sole transmission system operator in Spain. The Group's primary gas pipeline network consists of the following main lines:

Gas pipelines	Length (Km)
Barcelona – Bilbao – Valencia	2,117.25
Huelva – Alcazar – Madrid	1,014.62
Noroeste – Cantábrico.....	905.9
Haro – Burgos – Madrid	892.58
Al Andalus	884.08
Ruta de la Plata.....	765.43
Huelva – Sevilla – Madrid.....	741.2
Valle del Ebro.....	687.91

Gas pipelines	Length (Km)
Eje Levante.....	540.74

The average diameter of the pipes comprising the pipeline network is 610.0mm and 90% of these pipes are piggable (i.e. can be controlled by electronic devices known as pigs).

The Group's pipeline network is equipped with 478 regulation and/or metering stations. The Metering Stations (MS) measure the natural gas entering and leaving the gas system or exchanged by national and international operators. The Regulation and Metering Stations (RMS) are located at the points at which gas is delivered to other transmission and distribution networks. In these stations, gas pressure is reduced to 16 bar, as a means of starting the process of adaptation to final pressure which is used by companies and private individuals. These stations also measure the natural gas exchanged by national and international operators. Facilities of this kind are constantly being built and brought into service, responding to requests for new delivery points from gas distribution and transmission companies and eligible customers connecting their direct line.

The Group coordinates gas pipeline network maintenance, operations and control from 45 transmission centres. These transmission centres are distributed throughout the Spanish geography and are functionally grouped in three transmission units: North, South and East.

International connections

The Spanish Gas System is connected by gas pipelines to France, Portugal and North Africa through six international connections. The Group imports natural gas through its international connections, which include:

- VIP Ibérico (IC Badajoz + IC Tuy);
- VIP Pirineos (IC Larrau + IC Irún);
- CI Almería, and
- CI Tarifa.

Through its international connections at Larrau, Irún (with France), Badajoz (with Portugal), Tuy (with Portugal), Almería (with the Medgaz pipeline) and Tarifa (with the Maghreb pipeline), the Group participates in the import and export of natural gas allowing for diversification, security and protection against demand volatility. Gas is imported through entry points and delivered through exit points within the Spanish gas system. Access contracts generally detail the specifics regarding entry and exit points as well as the contracted flow rate.

The following table sets out imports and exports of natural gas by international connection.

International connections are equipped with Ultrasound Measurement Systems (MUS) with redundant capacity, which offer more precision than traditional metering through turbines. Additionally, meter supervisor systems have been installed to allow real time monitoring of natural gas parameters and warn through alarms of any deviation from established tolerance levels.

GWh	Imports			Exports		
	2020	2021	Δ s/2020	2020	2021	Δ s/2020
Tarifa	40,804	65,877	61%			
Almería	59,840	88,689	48%			

GWh	Imports			Exports		
	2020	2021	Δ s/2020	2020	2021	Δ s/2020
Tarifa	40,804	65,877	61%			
CCII Francia	30,652	30,905	1%	5,687	13,776	142%
CCII Portugal	1,495	3,560	138%	1,857	4,985	168%
Total	132,791	189,031	42%	7,544	18,761	149%

Compressors

Enagás currently has 19 compressor stations which allow the gas to be propelled through the gas pipeline network under a guaranteed pressure. At these facilities, the gas pressure is increased to a maximum of 72/80 bar in order to increase pipeline transmission capacity.

Each compressor station is tailored to the capacity of the gas pipeline in which it is situated and the power rating and design of its turbocompressors. The compressor stations are operated remotely from the Main Control Centre (Dispatching) or through an in-house station control system (SCS).

At the compressor stations, the gas pressure is increased to a maximum of 72/80 bar in order to increase pipeline transmission capacity.

Estaciones de compresión



Regasification

The Group is one of the companies with the most LNG terminals in the world. It is a pioneer in the development, maintenance and operation of these infrastructures.

Upon extraction, the natural gas is liquefied and transported from producing countries in methane tankers at 160°C below zero, to be unloaded at the Group's regasification terminals where it is stored in cryogenic tanks. The Spanish gas system has 25 tanks with a storage capacity of 3,316,500 m³ in operation and two additional

tanks with a total capacity of 300,000 m³ which were put into hibernation. At these installations, the temperature of the liquefied gas is increased until the LNG is transformed into its gaseous state via a physical process generally involving the use of vaporisers and sea water. The natural gas is then injected into the gas pipelines for transportation to the whole peninsula.

The following table shows deliveries of liquefied natural gas by source into the Spanish gas system LNG terminals as of 31 December 2021:

Deliveries 2021:	Algeria	Nigeria	Belgium	EEUU	Norway	Peru	Qatar	T&T	France	Angola	Russia	Egypt	Argentina	Guinea	Papua	Australia	Spain	Total	Average size deliveries (GWh)
Barcelona	6	5	11			18	2		3						1	1		47	817
Huelva	3	23	20				2	1	1	1				1				52	953
Cartagena	10	13	6			8	3					2		1		1		44	838
Bilbao		3	12			2	5			21				5			1	49	982
Sagunto	19	3	9		1	2	1			1	1			1				38	753
Mugardos		4	6				2				10	1		1				24	1042
Total	38	51	64		1	30	15	1	4	33	4			9	1	2	1	254	898
Average size deliveries (GWh)	616	950	925		865	872	865	1059	1031	1077	976			987	168	421	926	898	

The Group owns six regasification plants in Spain, located in Barcelona, Cartagena, Huelva, the port of El Musel (Gijón), Bilbao and Sagunto.

- The Barcelona LNG Terminal, established in 1969, is the oldest regasification plant currently operating in Europe. It has the largest storage and regasification capacity in the Spanish gas system and great liquidity. It is located on the flammables quay in the Port of Barcelona on the Mediterranean coast, enabling it to receive gas from countries such as Libya, Algeria, Oman and Egypt.
- The Cartagena LNG Terminal, established in 1989, has a load ratio of 7,222 m³/h, the highest of all the Spanish regasification terminals. It is situated on the Mediterranean coast, allowing it to service tankers from Libya, Algeria, Qatar, Oman, and Egypt, amongst others, and has played an increasingly important role in the Spanish gas system following the completion of the Levante axis linking Barcelona to Cartagena. In addition, it has a large storage and regasification capacity and one of the highest levels of operational flexibility in the system.
- The Huelva LNG Terminal, established in 1988, is the second largest regasification facility in Spain in terms of LNG storage capacity. The Huelva plant is located at the mouth of the Tinto and Odiel rivers in Palos de la Frontera on the Atlantic coast. This enables it to service ships from Trinidad and Tobago, Nigeria, Peru and Guinea, amongst others. It is strategically located to execute logistic operations in the Mediterranean and Atlantic basins, and the Canary Islands.
- The El Musel LNG Terminal, established in 2012, is located in the Cantabrian basin, in Gijón. Its location on the Cantabrian coast enables it to service ships from Norway, and to operate with the rest of Europe. It offers the option of establishing commercial agreements for its exclusive use pursuant to the terms of Article 60.6 of Act 18/2014. By Royal Decree Law 13/2012, operation of this plant has been suspended, but it must be maintained until operation is re-authorised. During this period, the Group is entitled to receive compensation for maintenance costs.
- The Bilbao LNG Terminal, established in 2003, is located in one of the main entry points for natural gas in the Cantabrian strip, which is ideal to exploit the north-western European market. The Group has a 50% stake in the plant, in partnership with the Basque Government.
- Sagunto LNG Terminal, established in 2006, is strategically located on the Mediterranean coast. The Group acquired a 30% interest in the plan in 2015 and further increased its interest in 2016 up to 72.5% as of 31 December 2021.

The following table sets forth key operational information regarding the Spanish gas system regasification plants as at 31 December 2021:

Regasification plants	Maximum capacity vaporising	GNL Storage	Load tank capacity		Docks	
	Nm ³ /h	Nº Tanks	m ³ GNL	GWh/day	Nº docks	m ³ GNL
Barcelona	1.950.000	6	760.000	15	2	266.000
Huelva	1.350.000	5	619.500	15	1	175.000
Cartagena	1.350.000	5	587.000	15	2	266.000
Bilbao	800.000	3	450.000	5	1	270.000
Sagunto	1.000.000	4	600.000	11	1	266.000
Mugardos	412.800	2	300.000	11	1	266.000
Total	6.862.800	25	3.316.500	71	8	270.000

The Group offers a third-party regasification service at its plants, which involves vaporising the LNG transported in methane tankers to enable it to be pumped into the transport network in its gaseous form. Before offloading the first shipment from a methane tanker, Enagás requests a report assessing a ship's compatibility with the plant. LNG can only be offloaded if a ship has satisfactorily passed the vetting procedures set forth by internationally-renowned companies specialising in evaluating LNG transport vessels.

Underground Storage

Natural gas is generally stored at a depth of 1,000 meters in a saline aquifer or exhausted gas or oil field. The injected gas displaces the water and fills the pores in the storage rock, which is sealed by a layer of impermeable rock above. During the summer months, compressed gas is injected through the wells. The gas is then extracted during the winter months when water refills pores in the aquifer, at which point the gas is treated and injected into the grid.

The Group owns and operates three underground storage facilities. These facilities include:

- *Serrablo Underground Storage* - located between the towns of Jaca and Sabiñánigo (province of Huesca), this facility started operations in 1984 and was acquired by the Group in 1991. It has a maximum injection rate of 3.9 million m³(n)/day and maximum withdrawal rate of 6.7 million m³(n)/day. Its useful capacity is 680 M m³(n) and its cushion gas is 420 M m³(n).
- *Gaviota Underground Storage* – located in the Cantabrian Sea, this is an off-shore facility located to the north-east of Bermeo (Vizcaya). The field where it is located occupies a surface area of 64 km² and has a depth of 2,150 metres. It is operated from a platform anchored to the seabed by 20 piles and connected by a gas pipeline to an onshore processing plant with maximum injection rate of 4.5 million m³(n)/day and maximum output of 5.7 million m³(n)/day. Its useful capacity is 979 million m³(n) and its cushion gas is 1,701 M m³(n).
- *Yela Underground Storage* - Located in the municipality of Brihuega, in Guadalajara, it is formed by a saline fossil aquifer 2,300 metres below the surface. Its strategic location in the centre of the Iberian Peninsula makes it a key infrastructure to guarantee supply. The storage facility is currently under development and its capacity will be increased gradually as the necessary cushion gas is injected to ensure the correct increase in capacity. This facility has a maximum injection rate of 10 M m³(n)/day and maximum withdrawal rate of 15 M m³(n)/day. Its useful capacity is 1,050 M m³(n) and its cushion gas is 950 M m³(n).

As of 31 December 2021, the Group has entered into contractual arrangements with commercial companies for approximately 72% of its underground storage capacity. Of this percentage, 100% are short term contracts (taking annual, quarterly and monthly contracts as short term). Pursuant to the current law, a minimum percentage of the contractual arrangements that the Group enters into with respect to its underground storage capacity must relate to short term contracts in order to encourage free competition.

The following table sets out the underground storage inventories in Spain as of 31 December 2020 and 2021:

	As at 31 December	
	2020	2021
	<i>(GWh)</i>	
Total Inventories	55,950	55,950
Injection.....	9,523	8,175
Extraction	12,223	12,724

Regulated Activities (Technical System Management)

The Group, as Technical System Manager (“TSM”) of the Spanish gas system since 2000, is responsible for the technical management of the primary and secondary gas transmission network in Spain and for the proper coordination between access points, storage facilities, and transmission and distribution networks in the country. In 2011, a new provision was approved in the Hydrocarbons Sector Act that established the requirement that the Group segregate the functions of TSM and gas transmission into two newly created subsidiaries. In order to comply with this regulation, in July 2012, the Group created Enagás GTS, S.A.U. and Enagás Transporte, S.A.U. respectively.

The TSM oversees the gas cycle from access into the Spanish network up to its exit point. The process of contracting capacity for a regulated service is carried out through the TSM's *Single Contracting Platform* in accordance with RD 984/2015 of 30 October, which regulates the organised gas market and third-party access to the country's gas system facilities. Through the Single Contracting Platform, shippers enter into a framework contract with the TSM in which they provide all relevant information about entry and exit points, gas volume and technical specifications such as pressure and gas quality.

International contracting is carried out through different auctions of capacity of the different products offered. These capacity products are the only ones that are not traded on the Single Contracting Platform. The auction is carried out on the PRISMA platform in a coordinated manner by the operators of the interconnection points and is supervised by the CNMC in coordination with the regulators of the adjacent countries. The capacity is offered in a single virtual connection point with France (VIP Pirineos) and with Portugal (VIP Ibérico). Companies authorised to market natural gas on both sides of the interconnection point may participate, as well as direct consumers in the market with access rights.

The TSM has advanced technological systems that allow it to analyse the quality, pressure, temperature and volume of the natural gas transported by the Spanish gas system. These technical controls built in the system govern and control compliance with the relevant technical and quality specifications, shutting down gas determined to be non-compliant. Natural gas pumped into the Spanish gas system must comply with quality standards established by the Technical System Management Regulations and the Detailed Protocol PD-01. To this end, the Group uses turbine flow meters and MUS. Compliance of LNG loaded or offloaded from methane tankers is determined according to procedures accepted and recognised by the parties. Systems to measure levels, temperature and pressure on the tankers are used, while the quality of the LNG is determined using gas chromatography, where the gas has previously been vaporised.

The TSM coordinates, plans and executes the routing of all the gas that enters the Spanish gas system through the trunk network of pipelines (including the activation of compressor stations, control valves and other control elements) to reach the relevant end-customers, regasification plants, underground storage facilities and local distribution networks, which in Spain are operated by Nedgia, Redexis Gas, Gas Extremadura, Madrileña Redgas, Nortegas and Domus Gas

The gas system requires users of the system (gas shippers) to balance supply into and demand from the network so that the sum of gas inputs and gas outputs are equal to zero at the end of each balancing period (e.g. on a daily basis). For every balancing period, natural gas market participants are required to balance their quantities of natural gas incoming into the gas transmission system with the quantity taken out of the gas transmission system. If this balance is not expected to be achieved on any given day, then the TSM will enter the market and undertake trades to seek to resolve any imbalance on the system. The under or over delivered gas is therefore deemed to have been bought or sold by the TSM for use in the system. The revenues or costs incurred by actioning these trades are met by the system users and apportioned based on the users throughput. Any imbalance amounts exceeding allowed tolerance limits are subject to the payment of an imbalance payment.

The TSM is responsible for producing reports for the CNMC and the applicable European regulator about the Spanish gas system, including its infrastructure, gas balances, use and performance. Based on this information, the Ministry of Energy evaluates the state of the existing infrastructure and the need for new additions in function of projected gas demand. Spain's transmission system's expansion was directed by the "mandatory planning" approved by the government for the period 2008-2016 with the assistance of the TSM. The plan mandated the construction of key infrastructure during this period, including pipelines, underground storage facilities and LNG terminals, but has not been updated for the period subsequent to 2016.

As the TSM, the Group organises and heads the Gas System Monitoring Committee (the body responsible for the operational monitoring of Spain's Gas System and coordination among the different agents involved). The Committee meets every two months and its meetings are attended by representatives of all agents in the system, Agents of the Electric System Operator can also attend depending on the matters to be discussed. In this Committee, national and international regulation updates and changes are discussed and reviewed.

Non-regulated Activities

The Group has an international presence in countries across Europe and Latin America and continuously monitors potential investments in international projects, particularly those that contribute to strengthen the security of energy supply in emerging countries with stable regulatory frameworks.

Peru

Peru's Ministry of Energy and Mines (*Ministerio de Energía y Minas de la República del Perú*) is in charge of defining governmental policies for the development of hydrocarbon activities, from exploration and exploitation to the transportation and distribution thereof. In addition, the Congress of the Republic of Peru is authorised to legislate on issues directly or indirectly related to the natural gas sector. Peru's Supervisory Body of Energy and Mining Investment (*Organismo Supervisor de la Inversión en Energía y Minería*) is the entity in charge of supervising and imposing sanctions regarding the obligations related to the natural gas industry and the Environmental Evaluation and Fiscalization Agency, or OEFA, is in charge of overseeing compliance with environmental standards and impact studies as well as imposing sanctions in case of non-compliance.

The general regulations for hydrocarbon-related activities in Peru are established by the Organic Hydrocarbons Law, approved by Supreme Decree No. 042-2005-EM, which states that the government promotes the development of hydrocarbon activities on the basis of free competition and access to these activities. The Organic Hydrocarbons Law contains regulations on hydrocarbon exploration and exploitation activities, transportation by pipelines, storage, refinement, processing, distribution and commercialisation. This Law also includes general regulations on the free trade of hydrocarbons, natural gas distribution, rights of use, easement and expropriation, environmental protection, labour regime, among others.

Specifically, regarding the activities of natural gas transportation by pipelines, the Organic Hydrocarbons Law provides that any individual or legal entity can construct, operate and maintain pipelines for the transportation of natural gas, in accordance with a concession agreement executed under the scope of the Regulations governing the transportation of natural gas through pipelines.

Transportadora de Gas del Perú, S.A. (TgP)

The Group has a 28.94% stake in TgP, in conjunction with Sonatrach, CPPIB and Tegas, which transports most of Peru's natural gas and condensates. TgP has a 729 km gas pipeline with a capacity of 1,540 MMCF/d and a 557 km polyduct with 130,000 bbl/d capacity which connect the Camisea gas fields in the jungle of Cusco with the industrial hubs of Lima and Pisco and the Melchorita liquefaction plant. The compression plant KP127 began operation in April 2016, thus increasing the volume of its immediate local market from 655 MMCF/d to 920 MMCF/d. Customers of TgP include some of the largest power generation, natural gas distribution and industrial companies in Peru, including PLNG, the first LNG producer in Latin America.

Compañía Operadora de Gas (COGA)

The Group increased its interest in COGA to 51% in 2017. COGA operates and maintains TgP's and PLNG's transmission systems. As a result of this acquisition, the Group is now one of the main shareholders of Peru's gas transmission system and an active operator in the country.

Chile

The Chilean Ministry of Energy and the National Energy Commission (*Comisión Nacional de Energía*) are the principal governmental agencies responsible for the policies and regulations applicable to the gas sector in Chile. The Chilean Electricity and Fuels Commission (*Superintendencia de Electricidad y Combustibles*) (the "CEFC") supervises compliance with such regulations and the Ministry of Environment, the Environmental Assessment Service and the Superintendence of Environment are responsible for environmental matters.

The Decree with Force of Law ("DFL") No. 323, of 1931, as amended, regulates the transport and distribution of, and concessions, tariffs, and government functions related to, the domestic gas network. The DFL also regulates certain matters relating to gas transportation concessions, granting concessionaires the right to use national assets such as roads and rivers, and also the right to impose easements over private property for the construction of the pipeline and related facilities.

The DFL No. 1, of 1979, issued by the Ministry of Mining, as amended, provides that the CEFC shall register all entities who produce, import, refine, distribute, transport, store, supply or market oil, oil products, liquid biofuels, liquefied gases and any gaseous fuel such as natural gas, network gas and biogas in a public register. According to Supreme Decree No. 67 of the Ministry of Energy, LNG facilities must comply with certain requirements in order to design, build, operate and discontinue use of an LNG facility including certain technical standards for the design and construction of an LNG facility, making reference to the NFPA 59A-2006 Standard for the Production, Storage and Handling of Liquefied Natural Gas.

GNL Quintero

In 2012, the Enagás Group acquired 20% of the regasification plant of GNL Quintero, S.A., ("GNLQ") located in Chile. GNLQ receives, unloads, stores and regasifies LNG at Quintero Bay, which is located 160 km northwest of Santiago. At the time of starting operations in 2009, GNLQ was the first LNG import terminal in the southern hemisphere. Today, GNLQ is the largest LNG regasification terminal in Chile, supplying the majority of Chile's natural gas consumption. The terminal has four vaporisers (one as backup) with emission capacity of 625,000 m³(n)/h (or 15 million m³ of natural gas per day), storage capacity of 334,000 m³ of LNG in three tanks and a berth for ships up to 265,000 m³ of LNG. It also operates a truck loading facility with the capacity to load 2,500 m³ of LNG, equivalent to approximately 50 trucks per day, to serve customers that are not connected by pipeline.

Because this capacity is based on long-term agreements with reliable counterparties, management believes that this asset will yield predictable and stable cash flows and is thus a highly strategic asset for Chile's energy sector.

GNLQ sells 100% of its terminal capacity to GNL Chile under the Terminal Use Agreement, the initial term of which expires on 31 December 2030, but was later extended to 2035 (and includes two potential extensions of 10 years each). GNL Chile, in turn, sells the gas to ENAP, a subsidiary of Empresa Nacional del Petróleo, the Chilean state-owned oil company; Endesa Chile, the largest electricity generation company in Chile; and Agesa, the largest gas distribution company in Chile, which serves the Santiago Metropolitan Region and Region VI.

The Enagás Group's ownership stake in GNLQ was 60.4% as at 31 December 2016. In April 2017, the Enagás Group decreased its ownership stake from 60.4% to 45.4% through (i) the sale of a 34.6% holding of Enagás Chile in GNLQ to OMERS Infrastructures Holdings II SpA; and (ii) the subsequent acquisition of an indirect

19.6% stake in GNLQ through the purchase by Enagás Chile of a 49% stake in Terminal de Valparaíso, S.A. ("TDV") from Oman Oil Company (TDV became a wholly owned subsidiary of Enagás Chile).

The group's ownership stake in GNLQ was 45.4% as of 31 December 2021 through its wholly owned subsidiary Enagás Chile since TDV was dissolved during 2020. Subsequently, Enagás now has joint control over GNLQ and its stake is consolidated using the equity method.

On 28 March 2022, Enagás Internacional, S.L.U., through its subsidiary Enagás Chile, and OMERS Infrastructures Holdings II SpA reached an agreement to jointly sell their respective shareholdings in GNLQ to the consortium formed by EIG and Fluxys. Enagás has agreed to sell its shareholding in GNLQ for a transaction value of USD 661 million, approximately EUR 601 million as at 28 March 2022. The sale is subject to approval by the anti-trust authorities and other conditions specific to this type of transaction, and is expected to complete in the second half of 2022.

Mexico

Article 27 of the Mexican Constitution sets forth the general principles that regulate activities involving oil, natural gas and other hydrocarbons in Mexico. Historically, Article 27 prohibited the Mexican government from entering into agreements or granting concessions with respect to hydrocarbon activities and specified that certain activities involving oil and other hydrocarbons were exclusively reserved for the Mexican government under a vertical integration system. In December 2013, certain provisions of the Mexican Constitution related to the hydrocarbon sector were amended, and the legal framework applicable to, among others, the upstream and midstream sectors was modified in August 2014 and October 2014 with the promulgation of new laws and the enactment of implementing regulations, allowing the Mexican government to grant contracts to private-sector entities in the upstream sector through public tenders.

The Mexican Hydrocarbons Law allows private-sector entities holding a permit granted by the Mexican Energy Regulatory Commission to store, transport, distribute, commercialise and carry out direct sales of hydrocarbons, as well as to own and operate pipelines and liquefaction, regasification, compression and decompression stations or terminals, and related equipment in accordance with technical and other regulations. In addition, private-sector entities may import or export hydrocarbons subject to a permit from the Mexican Ministry of Energy.

Morelos Gas Pipeline

The Group has a 50% shareholder in the consortium with Elecnor that developed and built the Morelos gas pipeline that is now in operation to service Mexico's Federal Electricity Commission's combined cycle plant. This 171 km with a capacity of 337 mmsc/d (9,5371 MM m³/d) carries natural gas from the Mexican state of Tlaxcala to Morelos in central Mexico, servicing three states and transporting around 5% of the natural gas in Mexico. According to the Mexican ministry of energy, central Mexico is the area with the highest gas demand in the country.

On 17 December 2021, Enagás Internacional, S.L.U. and Elecnor, S.A. reached an agreement to jointly sell the entire share capital of Gasoducto de Morelos, S.A.P.I. de C.V. and Morelos O&M, S.A.P.I. de C.V. to MIP V International AIV, L.P. (an indirect and wholly-owned subsidiary of the Macquarie Infrastructure Partners V, L.P. fund managed by Macquarie Asset Management) for a transaction value of USD 173.8 million, approximately EUR 154 million as at 17 December 2021. The sale is subject to approval by the anti-trust authorities and other conditions specific to this type of transaction, and is expected to complete over the course of 2022.

Soto La Marina Compression Station

The Group was a 50% shareholder in the consortium with Fermaca that developed and built the Soto La Marina compression station in Tamaulipas state (Mexico). This facility has a maximum capacity of 1,846 mmscf /day,

provides natural gas compression capacity of up to 19 bcm (billion cubic metres), and interconnects with the San Fernando-Cempoala gas pipeline to boost transmission capacity in the country.

TLA Altamira

In the third quarter of 2011 the Group acquired, through Enagás Altamira, 40% of the regasification plant of Terminal LNG Altamira (“TLA”) located in the port of Altamira on the Atlantic coast of Mexico. TLA has an emission capacity of 855,000 m³ (n)/h and a storage capacity of 300,000 m³ of LNG in two 150,000 m³ storage tanks and docking facilities for methane tankers which can hold up to 217,000 m³ of LNG. The Dutch company Vopak acquired the remaining 60% of the terminal. TLA allows for the import of LNG to Mexico and its subsequent distribution to the domestic market. TLA is considered key to Mexico's security of supply as highlighted in the country's Natural Gas Storage Policy published in March 2018. Its operating permit expires in 2033, but is subject to renewal every 15 years. TLA's principal customer is Gas del Litoral (GdL) who provides natural gas to Comisión Federal de Electricidad (CFE) power plants.

Italy, Greece, Albania

Trans Adriatic Pipeline (TAP)

The Group acquired a 16% stake in this project in 2014. TAP is part of the Southern Gas Corridor (SGC), designed to supply Europe with natural gas from the Caspian Sea, diversifying the EU's gas supply sources and helping guarantee the EU's energy security. The SGC is a large construction project that crosses seven countries and involves more than a dozen major energy companies. It is comprised of several separate energy projects. These projects include (i) the Shah Deniz 2 development, drilling wells and producing gas offshore in the Caspian Sea, (ii) the expansion of the natural gas processing plant at the Sanggachal Terminal on the Caspian Sea coast in Azerbaijan, (iii) three pipeline projects with a total length of approximately 3,500 km including the South Caucasus Pipeline, the Trans Anatolian Pipeline and the Trans Adriatic Pipeline, (iv) the expansion of the Italian gas transmission network, and (v) possibilities for further connection to gas networks in South Eastern Central and Western Europe.

TAP's pipeline starts on the border of Turkey and Greece, crosses Greece, Albania and the Adriatic Sea and ends in Italy. The project involves the construction of an 878 km pipeline (including the associated compressor stations): 550 km through Greece, 215 km through Albania, 8 km through Italy and 105 km offshore under the Adriatic Sea. The pipeline will have an initial capacity of 10 bcm/year.

TAP construction started in 2016 and was commissioned during 2020. Commercial operations of the pipeline began on 15 November 2020. First gas volumes reached the target markets (Greece, Bulgaria and Italy) on 31 December 2020.

Working to national and international safety and operational standards, TAP acts as a Transmission System Operator (TSO) and Independent Transmission Operator (ITO), providing capacity to shippers interested in transporting gas in a safe, reliable and efficient manner.

TAP has solid strategic partnerships with the EU, its three host countries (Greece, Albania and Italy), and the adjacent gas transmission companies operating in these countries.

The EU recognises TAP's role in addressing the urgent energy policy objective of ensuring security and diversity of energy supply for the region. TAP was designated as a Project of Common Interest (PCI) four times and in 2013 it was named a Project of Energy Community Interest (PECI).

Greece

In April 2018, Snam, S.p.A., Fluxys and Enagás, through their consortium were awarded a contract for the acquisition of a 66% stake in DESFA, the operator of the Greek national natural gas system (NNGS). On 13 January 2020, DAMCO ENERGY S.A., a Copelouzos Group company, acquired a 10% stake in the referred

consortium and, following that acquisition, the shareholding structure of the consortium is composed as follows: Snam, S.p.A. holds a 54% stake, Fluxys holds a 18% stake, Enagás holds another 18% stake and DAMCO ENERGY S.A. holds a 10% stake. DESFA manages, under a regulated regime, a high-pressure transport network of approximately 1,500 km, as well as a regasification terminal at Revithoussa. The main transmission pipeline of NNGS is approximately 512 km with design pressure of 70 bar and extends from the Greek-Bulgarian border at Promakonas to Attica; further transmission branches of approximately 952 km extend to and supply different regions. The NNGS has three entry points with the following daily capacity: (i) Sidirokastro with 10.3 mcmd (Russian gas) (ii) Kipi with 4.3 mcmd (mainly Russian gas) (iii) Nea Mesimvria (Azeri gas from TAP) with 0.5 mcmd and (iv) Ag.Triada (LNG) with 17,1 mcmd. The LNG terminal in Revythoussa has a maximum regasification capacity of approximately 7.0 bcm/year.

DESFA is a certified TSO and operates the natural gas transmission system under the Ownership Unbundling (OU) model.

Research and Development Projects

During the financial year ending 31 December 2021, the Group's main activities in the field of technological innovation have been focused on improving various aspects of its present activities as well as analysing and deepening its knowledge of other possible technologies which may in the future be supported by the Group as well as increase the value of its infrastructures and/or the know-how of the Group. First, the Group has focused on efficiency in a broad sense covering areas such as gas measurement and analysis of its components, operational safety and the materials and equipment necessary for their activity. Second, the Group is focusing on technological innovations related to the production and transportation of biogas and hydrogen and on the hypothetical future development of the infrastructure needed to deploy CTS (Capture, Transport and Storage CO₂) technologies.

Emprende

The Group launched Enagas Emprende in 2017, a company to promote and develop the Corporate Entrepreneurship and Open Innovation Programme, through which Enagás supports business ideas and projects with the aim of diversifying the Group's business portfolio by generating new business models and incorporating new capabilities in line with Enagás' strategy.

The programme searches inside and outside Enagás for projects related to the business in order to make them grow and make them into viable companies. It is thus structured in the following phases:

- **Entrepreneurship:** Enagás' professionals have a channel, Ingenia Energy Challenge, for the submission of their business ideas.
- **Open Innovation:** The Group scouts innovative projects and start-ups and invites external entrepreneurs to present entrepreneurship projects to Enagas.
- **Bespoke support:** The Group offers technological validation, acts as a commercial enabler, enables access to public funding, provides mentoring and access to two working spaces (Enagás Fab & Energy Venture Center). This support is given to both accelerated projects and invested companies.

The support provided by Enagas Emprende has led to eight projects becoming start-ups and nine external investments:

- *Vira – Gas Imaging:* company founded in conjunction with the Carlos III University of Madrid and focused on the detection of gas through its infrared cameras and other customised solutions.
- *E4efficiency:* company focused on the development of activities around energy efficiency in LNG terminals.

- *Scale Gas*: company dedicated to the design, development and management of gas infrastructure and logistics solutions.
- *Gas2Move*: company focused on promoting demand for vehicular gas as an alternative fuel in transportation.
- *Sercomgas*: Services for gas shippers offering support for daily operations. Providing services for the entire process, ranging from obtaining a licence number to ship gas in Spain, to back-office services, reporting to official entities and training on the gas system.
- *H2Greem*: A start-up focused on the design, development and deployment of hydrogen generators based in PEM electrolyzers.
- *DualMetha*: French company which has developed new technology to manufacture biogas plants based on a new waste treatment model that combines both liquid and solid anaerobic digestion.
- *Helioprod Premery*: First pilot biogas plant developed by DualMetha in which it will be tested the new treatment.
- *HYGEN*: CNG vehicle refueling innovative systems using a disruptive liquid piston compression system.
- *SEaB*: UK-based company whose core activity is to generate biogas from waste produced in large buildings, using modular isocontainers.
- *Solatom*: Development of modular and transportable solar concentrating system to produce high temperature heat (steam, hot water or thermal oil) in industrial processes.
- *Trovant*: Start-up that produces a new technology designed for the upgrade from biogas to purified biomethane on a small scale, ready to be injected in gas networks or used as vehicle fuel.
- *Satlantis*: Spanish technological SME specialised in developing very high-resolution Earth Observation optical payloads for small satellites. It is built upon an expertise in the areas of Astrophysics, Space Engineering, and Business.
- *Ductor*: Biogas Plant manufacturing using a unique technology of chicken manure treatment.
- *Klima Energy Fund*: Enagas Emprende has partnered with Alantra to launch a €150,000,000 fund whose targets are energy transitions startups in Europe.
- *Alantra Energy Transition*: Enagas Emprende is also shareholder of Alantra Energy Transition which is Klima Energy Fund manager.
- *Hy24*: Enagas Emprende has invested in Consortium with SNAM and GRTgaz as anchor partners in the world's largest clean hydrogen fund.

Efficiency

The Group is focused on research and development into both energy efficiency and technical efficiency.

Technological innovation

Technological innovation at Enagás is focused on two areas:

- Improving the different aspects of Enagás' present activities, such as energy efficiency and self-generation of energy, the measuring of gas and analysis of its components, operational safety and the materials and equipment necessary for its activity. The most important projects worked on in 2021 were the research project aimed at quantifying methane emissions midstream in infrastructures using the best existing techniques, in collaboration with the European Gas Research Group (GERG), a project to detect corrosion

and mechanical defects in pipelines and a project for the autonomous generation of nitrogen at the Huelva plant.

- The analysis and development of technology that, in the short and medium-term future, may add value to Enagás' own infrastructures and/or know-how, such as production, analysis, certification and transport of synthetic natural gas, biomethane and hydrogen. In 2021, a notable investment of 3.1 million euros was made in the 'Green Hysland' project for the development of hydrogen infrastructure on the island of Mallorca.

In 2021, the amount invested in technological innovation amounted to 6.46 million euros (this figure comprises the costs associated with the approved projects, procurement of R&D, personnel expenses and the purchase of equipment and instruments) an increase in investment of 153% over 2020. 64% of the investment in technological innovation corresponds to projects related to renewable energy.

Real Property and Land

The Group's headquarters and principal offices are located at Paseo de los Olmos, 19, 28005 Madrid, Spain.

Information and Technology

Enagás has a cybersecurity policy approved by the Board of Directors and targeted at efficiently managing the security of information processed by Enagás' IT systems, as well as the assets involved in these processes. This policy is implemented at Enagás through internal procedures and controls.

The Enagás information security management model is applicable to cybersecurity and is based on international and national regulations and the continued assessment of cyber risk, in order to provide, through all means within its reach and in proportion to the threats detected, the resources required for the organisation to have an environment that is aligned with the established business and cybersecurity targets. Enagás has set out cyber risk indicators that are measured and reported regularly to the Audit and Compliance Committee of the Board of Directors.

Additionally, as enhanced protection for the critical infrastructures operated by Enagás, a General Policy on the Integrated Security of Strategic Infrastructures has been defined in which the processes of physical and logical security have been combined for compliance with the Law governing the Protection of Critical Infrastructure (LPIC) and the security of network and information systems (NIS).

Enagás has a cybersecurity management model with segregation of duties between government and operation, as well as a Cybersecurity Master Plan. This Plan has been updated in accordance with the requirements of Royal Decree 43/2021; it has designated a Chief Information Security Officer (CISO) with the relevant administrative body. The Enagás Security Master Plan 2022-2024 takes into consideration the extraordinary situation caused by the COVID-19 pandemic by facilitating secure teleworking without affecting Enagás' normal operations, as well as discussing Enagás' inertia towards digitalisation and the growing migration to cloud solutions. This Master Plan is based on the results of the risk analysis and focused on improving the resilience of Enagás' information systems. Finally, Enagás is adapting its controls to the requirements of the government's future Spanish Critical Infrastructure and Essential Services Protection Certification scheme.

Enagás has been deploying its cybersecurity awareness and training strategy, reaching all workforce and carrying out a number of face-to-face and online activities intended to improve employee ability to detect and react to threats. Currently, Enagás has renewed the ISO 27001:2013 certification for its logistics and commercial systems, gas pipeline control systems and industrial control systems for each type of infrastructure that it operates.

In 2021, Enagás conducted two internal cybersecurity audits, one focused on teleworking and the other on cybersecurity in the “cloud”. These audits contribute to ensuring Enagás' high level of cybersecurity, and no significant vulnerabilities were identified.

Enagás has a Security Operations Centre which serves to detect, analyse, report and resolve actual and potential cybersecurity incidents without interruption, 24/7. As in previous years, Enagás' IT systems were not subjected to any successful attacks in 2021.

Ethics & Integrity

The key aspects of Enagás' ethics and integrity model are its applicable policies, standards and procedures. These, based on Enagás' Code of Ethics are integrated in the Compliance Management System, such as Corporate Defense, Anti-bribery and Antitrust Programs, as well as the distribution of the same.

Enagás professionals are provided with the opportunity to undergo training on the Code of Ethics. The training is structured according to Enagás' values and covers issues of particular relevance such as the fight against fraud, corruption and bribery, market abuse, conflict of interests, fiscal responsibility and respect for human rights, among other topics. The online training on the Code of Ethics was completed by 96.9% of employees. It is a tool to prevent irregularities, including those that could involve the commission of crimes. In recent years, Enagás has also provided specific training on Corporate Defense, Anti-bribery and Antitrust Models. Corporate Defense and Anti-bribery trainings are mandatory for all new joiners.

Enagás enables its employees and its suppliers, contractors and those who collaborate with it or act on its behalf, including business partners, to resolve any doubts or to report any irregularities or breaches through the Enagás whistleblowing line (Ethics Channel). Communications may be anonymous and will be treated confidentially. Enagás is committed to resolving all reports received.

Environmental Management

Environmental management is a key area of focus for the Group.

The most relevant environmental consideration for Enagás is gas emissions, particularly greenhouse gases. Other environmental aspects are, in order of relevance: waste generation, seawater withdrawal, impact on biodiversity, water consumption and noise and light pollution. For each of these aspects, Enagás' impact is considered as well as the main actions Enagás carries out to prevent and reduce this.

Enagás undertakes its environmental commitments (as outlined in the Safety and Health, Environment and Quality Policy) via its Environmental Management System. 100% of Enagás' activity is ISO 14001 certified. Furthermore, the Serrablo and Yela storage facilities and the Huelva and Barcelona regasification plants are EMAS certified.

Enagás analyses the dependencies and impacts on natural capital, at both corporate and facility level, with the aim of identifying actions that will enable it to move towards a positive net impact.

Energy consumption (natural gas and electricity) is key to carrying out Enagás' work and is therefore Enagás' main natural capital dependency, alongside the land on which its infrastructures are located. It is also the source of Enagás' main environmental impact: greenhouse gas emissions. Within the framework of its ISO 50001-certified energy management system, Enagás analyses the most significant energy consumption in terms of facilities and equipment, as well as their dependence on the main variables, enabling it to establish and prioritise the energy efficiency initiatives with the greatest impact.

These environmental impacts are analysed through environmental assessments in the case of construction, operation and maintenance activities.

Environmental monitoring is carried out through audits, environmental surveillance programmes, assessments of legal compliance at all facilities and monitoring of environmental indicators and improvement plans.

What is more, for infrastructure construction projects, and based on their type and on applicable regulations, environmental impact studies are carried out which include both the impacts themselves and the measures taken to mitigate them. All of this involves establishing consultation processes with stakeholders.

In addition, Enagás conducts other analyses and studies, such as assessments of environmental risks associated with accidental scenarios. All of this enables it to identify the natural capital assets in which Enagás has the greatest impact at facility level and to therefore prioritise environmental actions based on them. As a result of the environmental risk assessments associated with accidental scenarios and their economic quantification (Law 26/2007), it has only been obligatory to provide a financial guarantee at the El Musel plant (scenario of oil spillage into surface waters) and the underground storage facilities at Serrablo and Yela (the main risk scenario is fire affecting wild species and habitats).

Enagás has conducted an assessment of natural capital based on an analysis of environmental materiality at infrastructure level. In certain cases, a more detailed assessment is conducted to analyse the ecosystem services of the environment. This is the case of the Landscape Integration Study that was carried out prior to the construction of the Euskadour Compressor Station and which resulted in the identification of revegetation and recovery measures for soils, vegetation and water courses, with more than 900 species planted.

In 2021, a pilot project to value and monetise environmental impacts at Euskadour Compressor Station was carried out.

Enagás has signed the 'Circular Economy Pact', committing ourselves to promoting the transition towards a circular economy. To this end, Enagás is working along the following lines:

- (1) Energy use and reducing the carbon footprint of Enagás' own and third-party production processes:
 - i) Enagás' Energy Efficiency and Emissions Reduction Plan, which has enabled Enagás to reduce its carbon footprint by 14% compared to the base year (2018).
 - ii) Electricity generation projects for Enagás' own and third-party consumption, using renewable energies, cleaner technologies and more efficient processes, through which Enagás generated 16.7% of the electricity consumed in 2021.
 - iii) A project to make use of the residual cold produced by liquefied natural gas (LNG), making it possible for the residual cold produced in the regasification process of the plants to be used in third-party air conditioning installations or industrial processes, producing energy savings in energy costs and a reduction in the carbon footprint.
- (2) Use of renewable energy:
 - i) Promotion of the development of non-electric renewable energy sources, such as biomethane and hydrogen, for injection into the gas pipeline network, as well as the development of new services and uses of natural gas, launching more than 55 projects. In particular, Enagás launched a project in 2021 together with Genia Bioenergy, Naturgy and the Regional Government of Valencia to promote the production of renewable gas from rice straw and its injection into the gas infrastructure.
 - ii) 100% of electricity consumption from guaranteed renewable energy beginning in 2021.
- (3) Life cycle optimisation for products and facilities. Recovery and extension of the useful life of auxiliary materials and incorporation of eco-design criteria:
 - i) Reclamation plant for water with methanol at the Serrablo storage facility; depending on the amount of methanol present and under certain operating conditions, this will allow Enagás to recover up to 98% of the water containing methanol, thus avoiding the generation of a substantial volume of hazardous waste.

- ii) Extension of the useful life of oils and lubricants used in the equipment of its facilities by cleaning and filtering these products.
 - iii) Incorporation of eco-design criteria in construction projects.
 - iv) Use of the gas pipeline network route to install fibre optics.
- (4) Water saving and efficiency:
- i) Rainwater capture systems in facilities used for fire suppression and irrigation.
 - ii) Replacement of lawns with native vegetation at facilities for more responsible water use, which will allow Enagás to reduce water consumption by up to 80% at two of the facilities with the highest consumption.
- (5) Ecological remediation and ecosystem restoration:
- i) Biodiversity Strategy: adopt nature-based solutions to preserve, restore and manage ecosystems and species, contributing to climate change mitigation, resilience and adaptation with benefits for nature.
 - ii) Reclamation and revegetation at 100% of infrastructure development projects with impacts on biodiversity.
- (6) Waste recovery and recycling:
- i) Waste recovery and recycling treatments required of waste managers, enabling Enagás to recover 96% of waste in 2021.
- (7) Product reuse:
- i) Signing of a collaboration agreement with Oroel to research the development of new personal protective clothing from material already in use in order to give them a second useful life.
 - ii) Donation of unused furniture and 65 pieces of computer equipment (laptops, monitors, etc.) for subsequent reuse in 2021.
- (8) Raising awareness on the importance of moving towards a circular economy:
- i) Introduction of the concept of circular economy in environmental training courses.
 - ii) Awareness-raising campaigns for contractors and Enagás professionals about separating and managing waste.

Biodiversity strategy

In 2021, in order to strengthen the commitment to biodiversity reflected in Enagás' Corporate Biodiversity Guidelines, Enagás joined the Biodiversity Pact and set out Enagás' Biodiversity Strategy based on 4 strategic drivers:

- Valuation and assessment of ecosystems and environmental matters that allows Enagás to set out and prioritise its actions.
- Adopting nature-based solutions to preserve, restore and manage ecosystems and species, contributing to climate change mitigation, resilience and adaptation with benefits for nature.
- Collaboration with organisations, associations and companies to create shared value and maximise the impact of Enagás' actions.
- Raise awareness to encourage action both individually and collectively, helping to bring other companies and entities on board.

Enagás' target set at no net loss of biodiversity for energy infrastructure construction and operation projects.

In 2021, a number of construction projects were carried out using the corridors of other existing infrastructures and existing accesses to the work area were also used, thus reducing the damage to soil and waters. These projects reclaimed 100% of the affected land, returning it to its previous state as soon as possible after its alteration. This minimises the risk of erosion and helps re-establish the land's natural watershed, as well as the state of affected habitats and the landscape.

Waste generation and management

Enagás has implemented a system of segregation, management, storage and delivery to authorised managers of hazardous and non-hazardous waste. The waste generated by Enagás is mostly associated with the maintenance of facilities and equipment (activities that depend mostly on externalities), and is mostly liquid waste.

In 2021, Enagás obtained the Zero Waste certification from AENOR, which recognises Enagás' progress in maximising the volume of waste recycled or recovered, as well as minimising the waste generated. Therefore, in its various contracts with waste managers, Enagás has set out the treatments to be applied to each waste product in line with applicable legislation and Enagás' commitments, which include the objective of treating (recycling/recovering) a percentage equal to or greater than 90% of all hazardous and non-hazardous waste.

Spill control

The Group has taken preventive measures including dual-wall underground tanks, which are inspected regularly to ensure that they are watertight, and the placement of containment troughs and trays.

Atmospheric pollution

The main non-greenhouse gases emitted at Enagás' facilities are CO, SO_x, NO_x, PM10 particles and Non-Methane Volatile Organic Compounds (NMVOC). These emissions are produced by the consumption of natural gas and diesel by various pieces of equipment and, therefore, are directly related to CO₂ emissions. In 2020, emissions of these polluting gases have been reduced thanks to energy efficiency measures and CO₂ emissions reduction targets.

Enagás carries out regulatory and voluntary atmospheric checks (self-checks) at all its combustion sites. The control actions are as follows:

- Periodic regulatory inspections (conducted by an authorised inspection organisation (AIO)).
- Annual TESTO check (carried out with their own resources (Analysing team and Enagás employees)).

Both the regulatory inspections and the internal TESTO checks are planned annually for every facility as part of the "Atmospheric Monitoring Programme".

Noise at Enagás' facilities is produced by the operation of regulators, turbines, vaporisers and pumps, among others. All facilities carry out regular environmental noise measurements around their perimeter to ensure that noise levels remain within the limits established in applicable legislation. In those cases where deviations are found, corrective actions are implemented (acoustic screens, silencers, soundproofing, etc.).

With regard to light pollution, Enagás is also working to reduce night-time lighting at its compressor stations by keeping perimeter lighting to a minimum and by switching off the facility's lights at night.

Water management

Enagás does not consume water in its production processes. Enagás has therefore not stated significant aspects linked to water shortages in the yearly assessments that are conducted in line with the environmental management model.

The Group withdraws seawater for use in floodwater and seawater evaporators at LNG terminals: Barcelona Plant, Cartagena Plant and Huelva Plant. Its process is designed to ensure withdrawn water is returned to its

source in the same condition it was in when withdrawn, with the exception of a minimal temperature decrease that does not affect the marine ecosystem. The volume of water taken is directly proportional to the quantity of gas regasified. In 2021, seawater withdrawn at regasification plants was lower than in the previous year, in line with the lower level of activity at these facilities.

Climate action

Improved energy efficiency and lower greenhouse gas emissions are major factors in reinforcing the vital role that natural gas will play in a low carbon economy as a key element for achieving sustainable, safe and efficient energy.

The most relevant aspects that Enagás address in the climate change management model are public commitment and the setting of targets, emissions reduction and offsetting measures, as well as reporting on Enagás' performance and results, following TCFD (Task Force on Climate-related Financial Disclosures) recommendations.

Enagás has increased its commitment to the energy transition and to this end has set targets to decarbonise its value chain (scope 3 emissions reduction). Additionally, Enagás has increased the level of ambition of its scope 1 and 2 emissions reduction targets in line with the 1.5°C scenario, thus reinforcing its commitment to achieve carbon neutrality by 2040.

In this way, Enagás is reinforcing the commitments adopted through its adherence to various international climate action initiatives:

- Science Based Targets: Enagás are committed to setting out targets based in science²⁴.
- We Mean Business: Enagás is committed to driving policies towards a low-carbon economy, setting a carbon price and reporting climate change information in corporate publications.
- Global Methane Alliance: Enagás is committed to reducing methane emissions from its activity by 45% by 2025 and 60% by 2030 with respect to 2015 figures.
- Methane Guiding Principles: Enagás has signed up to commitments on methane emissions reduction and transparency.

The decarbonisation pathway set out to achieve carbon neutrality by 2040 includes the following scope 1 and 2 targets with respect to 2018:

- -25% in 2024 target included in the 2022-2024 Long-Term Incentive Plan, i.e. linked to the variable remuneration of all employees
- -50.4% in 2030 target aligned with the 1.5°C scenarios
- -92.4% in 2040 target aligned with the 1.5°C scenarios

These are targets set out using science-based target criteria. Enagás will achieve these through the prioritisation of specific emissions reduction measures set out in its Emissions Reduction and Energy Efficiency Plan. These measures include:

The electrification of turbo-compressors: a plan to replace gas turbo-compressors with electric engines.

- The use of renewable gases for infrastructure self-consumption.
- The detection and remediation of fugitive emission points using various field and airborne technologies.
- Improvement in the operation of the gas system.

With respect to Scope 3 objectives, the following have been established with respect to 2021:

- -25% in 2030 target aligned with the 1.5°C scenarios
- -50% in 2040 target aligned with the 1.5°C scenarios

In addition, Enagás is keeping its emissions reduction targets linked to variable remuneration.

- Annual target management programme: Enagás sets annual targets linked to the reduction of energy consumption, as well as to its own generation of electricity from efficient, clean and renewable sources. In 2021, a global greenhouse gas reduction target and a specific methane reduction target were established, and they were met by 100% and 85%, respectively.
- Long-Term Incentive Plan: from 2016 Enagás includes emissions reduction targets in its Long-Term Incentive Plan. An emissions reduction target with 100% compliance was included in the 2019-2021 Long-Term Incentive Plan.

Enagás' carbon footprint is ISO 14064:2019 certified and is registered in the carbon footprint record of the Ministry for Ecological Transition and the Demographic Challenge with the "Calculate, reduce and offset" seal.

Scope 1 and 2 emissions have increased by 26% compared to 2020. The increase is mainly due to the closure of the Maghreb-Europe pipeline. This situation meant a significant change in the operation of the gas system in the last months of 2021. The closure of the Tarifa international connection required an increase in Enagás' compression activity to maintain guaranteed pressures in the Al-Andalus pipeline, raising the volume of compressed gas by 56%, which resulted in a 47% increase in emissions from these infrastructures. Prior to the pipeline closure, the compression function was covered from Tangier and has now had to be transferred to Enagás compressor stations.

However, despite the increase in activity level compared to the previous year, Enagás managed to reach the annual emissions reduction target set for 2021, achieving a 14% reduction in emissions compared to the base year (2018). This reduction was made possible by the implementation of energy efficiency and emission reduction measures.

Enagás has also reduced emissions from electricity consumption by 100% (Scope 2) at its facilities. This reduction has been possible thanks to:

- 100% of electricity supplied with Renewable Energy Guarantees of Origin in all facilities.
- Continually increasing power self-generation through efficient, clean and renewable sources with an emissions factor of zero. In 2021, 33 GWh were generated.
- Enagás also reduced its electricity consumption by 5% thanks to greater efficiency in consumption.

76% of Enagás' carbon footprint (scope 1 and 2) corresponds to CO₂ emissions, generated mainly during the combustion of natural gas in stationary sources, i.e. turbocompressors, boilers, flares, etc.

Methane emissions, which account for 23% of the footprint (Scope 1 and 2), are mainly due to natural gas venting (71%) and fugitive emissions (29%). Venting may occur as a result of operation and maintenance, operating safety, pneumatic valves and analysis equipment such as chromatographs. Fugitive emissions correspond to uncontrolled gas leaks in the equipment (flanges, connectors, etc.). The latter have been reduced by 11% compared to the previous year. Globally, emissions of this gas (CH₄) have increased by 13%, mainly due to:

- Inclusion of new emission sources in the carbon footprint as a result of the continuous assessment of methane sources (e.g. inclusion of venting from compressor purging, venting during turbocompressor start-up, etc.).
- Improved data recording on venting by the Transport Division thanks to the implementation of a computer application that improves data collection and consolidation.
- Improvements in the quantification methodology, incorporating the guidelines that are being developed at the international level.

Enagás' adherence to the methane emissions reporting framework of the Oil & Gas Methane Partnership 2.0 (OGMP2.0), together with significant efforts to reduce the uncertainty of this data, entail a constant review of Enagás' quantification methodology. In this regard, the Enagás Implementation Plan for maintaining the Gold Standard involves the review of all Enagás' methane sources and therefore, the possibility of incorporating possible new sources in the coming years. This comprehensive review may be extended until 2023, by which time Enagás expects to achieve the highest data quality in line with OGMP commitments and deadlines.

62% of emissions included in the Carbon Footprint (Scopes 1 and 2) are included in the EU Emissions Trading System (EU ETS). In 2021, 32,745 emission allowances were received through free allocation and 78,000 emission allowances were purchased to cover the period's emission rights needs.

In 2021, Enagás conducted an impact analysis for the gas transmitted by Enagás throughout its value chain. Based on this analysis, Enagás updated the sources of emissions included in its carbon footprint related to Scope 3, in line with the demands of its main stakeholders as well as with the new published guidelines and calculation methodologies. As a result of the significance analysis, the categories corresponding to 1) upstream transmission and distribution of goods; 2) downstream transmission and distribution; 3) purchased goods; 4) investments; and 5) fuel and energy related activities not included in scope 1 and scope 2 have been classified as relevant. It should be noted that, although only five categories were identified as significant, Enagás is aware of the importance of emissions linked to the value chain and reports all categories in a bid for transparency.

77.2% of Enagás' scope 3 emissions are concentrated in the categories of Upstream Transportation and distribution (48.7%) and Investments (28.5%).

Enagás addresses the reduction of Scope 3 emissions throughout its value chain, especially those included in Enagás' carbon footprint, through the following actions:

- Development of renewable gases. Enagás is strengthening its participation in the development of renewable gas projects (green hydrogen and biomethane) that will allow for their progressive incorporation into the energy model for the decarbonisation of the entire natural gas value chain.
- Promotion of the use of liquefied natural gas (LNG) in mobility (maritime transport).
- Collaboration with industry and associations on decarbonisation.
- Promoting decarbonisation at Enagás affiliates: emissions reduction and energy efficiency measures are among the critical management standards that Enagás extends to its affiliates. In addition, a climate action due diligence analysis has been performed on all Enagás' affiliates, which has allowed Enagás to verify the progress of the companies in terms of setting emission reduction targets, as well as in terms of calculating and reporting methane emissions and evaluating best practices for reducing methane emissions. Regarding this last point, Enagás will continue to monitor methane emissions through the OGMP2.0 reporting framework.

- Promotion of decarbonisation in the supply chain: Enagás has several platforms for the approval and evaluation of its suppliers' performance. In this way, Enagás evaluates its main suppliers in terms of climate action and identifies working areas aimed at reducing its carbon footprint.

Energy Efficiency and Emissions Reduction Plan

At Enagás, energy efficiency plays a key role in emissions reduction and considerable efforts have been made in this regard. In recent years Enagás has more than halved its CO₂ emissions thanks to the implementation of energy efficiency measures, in which Enagás has invested around 70 million euros since 2008.

During 2015-2020, the Energy Efficiency and Emission Reduction Plan has enabled the avoidance of 716,980 tonnes of CO₂e.

These emissions include the accumulated emissions prevented as a result of the measures of the Energy Efficiency and Emissions Reduction Plan implemented from 2015 to 2021.

Enagás is working to ensure the continuous improvement of the energy efficiency of its infrastructure. For this reason, Enagás has an energy management system certified according to the ISO 50001 standard.

From the beginning of 2021, the percentage of electricity with a guarantee of origin over total electricity consumption from the grid was 100% in all facilities. All electricity consumed by Enagás therefore has a zero-emission factor.

In 2021, own electricity generation from renewable, clean or efficient sources reached 33 GWh, 45% more than in 2018, representing 16.7% of total electricity consumption. Part of the energy generated is delivered to the national grid and another part is consumed at Enagás' own facilities. The energy sent back to the grid (21.2 GWh) helps reduce 5,312 CO₂ for third parties, contributes to reducing the national electricity mix factor and reinforces the principles of the circular economy, whereby Enagás' surplus electricity is used by third parties, thereby reducing their carbon footprint.

The increase in Enagás' activity, mainly at compressor stations, led to an increase in natural gas consumption (+32%) compared to last year. On the other hand, diesel consumption by emergency generators and fire-fighting tanks remained constant. Gasoline consumption increased (+41%) mainly because in 2020, due to the pandemic situation, travel was more restricted than in 2021.

With regard to electricity, the continuous improvement in the efficiency of its facilities, as well as specific energy efficiency measures, led to a 5% reduction in consumption compared to last year.

Reduction of methane emissions

During 2021, various methane reduction measures were implemented, enabling Enagás to achieve a 36% reduction in methane emissions compared to the base year (2015). These measures include:

- Detection, quantification and repair of fugitive emission points covering all Enagás' facilities, which has enabled Enagás to avoid the emission of 5,624 tCO₂e in 2021 and reduce fugitive emissions by 11% compared to 2020.
- Implementation of a vented gas recovery system at the Lumbier Compressor Station, which will lead to reductions of nearly 3,500 tCO₂e per year.
- Continued replacement of pneumatic actuators with electric actuators in the transmission network, which has prevented the emission of almost 200 tCO₂e into the atmosphere.
- Recovery of part of the compressor venting from the regasification plants, which has prevented the emission of approximately 100 tCO₂e.

In this area, Enagás has carried out several actions applying continuous technological improvement, among which the following are noteworthy:

- Measurements with different top-down technologies (differential absorption lidar and drone use) for subsequent reconciliation with Enagás inventory data. These measurements were performed at all regasification plants, one underground storage facility and one compressor station.
- Entry into production of a digital application to record venting in the transmission network. In 2021, this application allowed for the more detailed monitoring of transmission venting and to obtain the information broken down in accordance with the OGMP2.0 reporting framework. In addition, technical requirements have been set out for the corresponding development of underground storage facilities and regasification plants.
- Leadership in the research project promoted by GERG (European Gas Research Group). This is a pioneering global research project aimed at quantifying methane emissions in midstream infrastructures, selecting the best existing technologies. This project tested the performance of 12 leading-edge technologies (nine top-down and three bottom-up) in order to assess their accuracy and reliability for the quantification of methane emissions. Specifically, blind tests were carried out with controlled leaks and with different flow rates in Enagás' Spanish infrastructure. The next phase of this project will be carried out at LNG regasification terminals, underground storage facilities and compressor stations in different European countries. This project is the continuation of a first phase, also led by Enagás, which focused on fugitive emissions measurement equipment (bottom-up technologies) (GERG 'Technology Benchmark for site level methane emissions quantification').

In 2021, Enagás and SATLANTIS started the calibration tests of high-precision optics which will be inserted in a constellation of space microsattellites, called GEISAT (Greenhouse Gases), to detect and quantify methane emissions on Earth.

Enagás also maintained its high level of collaboration with regulators and international organisations, with the following actions being of particular note in 2021:

- During 2021, Enagás actively participated in various European Commission consultations on the legislative development roadmap, dealing with the content and monitoring, reporting and verification of methane emissions. It also participated in events organised by the European Commission, such as the workshop on the detection and remediation of fugitive emissions in the Oil & Gas sector.
- Leadership in the meetings of the OGMP Mirror Group and support in the development of OGMP technical guidelines with the submission of comments.
- Participation in MARCOGAZ technical recommendations: "Technical recommendation on Venting and Flaring"; "Technical recommendation on LDAR Campaigns" and "Methane Emission Glossary".

Emissions offsetting

Enagás' decarbonisation strategy is based on prioritising measures to reduce emissions and subsequently offsetting emissions that cannot be reduced for technical reasons.

Enagás follows certain criteria to offset its residual emissions:

- Mitigation hierarchy: only proceed to offset residual emissions once the maximum level of reduction has been achieved with the available technology.
- Offset against credits generated by projects that meet the following requirements:
 - Be located in geographic areas where Enagás is present.

- Have quality certificates that guarantee the solvency and reliability of the projects.
- Prioritise nature-based solutions.

Therefore, after applying these criteria, Enagás offset the emissions derived from its regasification plants, the Euskadour compressor station, the corporate fleet and headquarters (5,390 tonnes of CO₂e), maintaining their carbon neutrality achieved in 2017 (in the case of Euskadour, since 2020). This offset programme has been carried out through reforestation and landfill gas recovery projects in Spain, Chile and Peru.

In addition, Enagás has joined the largest reforestation project in Spain, Motor Verde, developed by Repsol and Sylvestris, with which it will offset part of its residual emissions in the future.

Insurance

In line with industry practice the Group maintains insurances which provide cover against a number of risks, including property damage, fire, flood and third-party liability arising in connection with the Group's operations.

The Group covers its operations and assets with insurances which it believes is consistent with that contracted by other companies in similar commercial operations with similar types of assets. These insurances include:

1. property insurance covering the replacement cost of all owned real and personal property, including coverage for losses due to equipment breakdown, earthquake, fire, explosions and flood;
2. commercial general liability insurance covering liabilities to third parties for bodily injury, property damage and pollution arising out of Enagás' operations;
3. cyber insurance covering financial losses and liabilities incurred by a cyber-attack;
4. environmental liability insurance covering liabilities to third parties for bodily injury, property damage and pollution arising out of Enagás' operations;
5. corporate liability insurance including coverage for directors and officers and employment practices liabilities; and
6. automobile liability insurance covering liability to third parties for bodily injury and property damage arising out of the operation of all owned, hired and non-owned vehicles by Enagás' employees on company business.

All coverages are subject to industry accepted policy terms, conditions, limits, exclusions and deductibles comparable to those obtained by other energy companies with similar operations.

Employees

As of 31 December 2021, the Group had 1,344 employees¹.

Categories:	2021	
	Women	Men
Management	45	102
Technical personnel	232	480
Administrative personnel	88	9

¹ Including the employees at start-ups that are fully consolidated in the financial information and that have been excluded from the scope of the non-financial information

Workers	23	365
Total	388	956

Labour relations

In 2020, Enagás signed the Group’s third collective bargaining agreement to provide Enagás with a framework of employment stability over a three-year period in line with the current socio-economic context and the needs and development of Enagás.

In addition, Enagás enters into collective bargaining and carries out regular consultations with the workers’ legal representation regarding working conditions, remuneration, dispute resolution, internal relations and issues of mutual concern. In 2021, several working group meetings were held with social representatives, including meetings of the working groups to address issues related to teleworking, working hours and labour flexibility, and to establish the 2nd Equality Plan. All of this has led to the signing of several agreements, including an agreement on working hours, shifts and leaves and an agreement on the official teleworking programme at Enagás.

For employees not covered by the Enagás Group’s collective bargaining agreement, the regulations governing working conditions in general are those outlined in the Spanish Workers’ Statute. However, those conditions of the Enagás Group collective bargaining agreement that improve on those established in the workers’ statute are applicable to 100% of the workforce (such conditions being mainly conciliation measures, flexibilities and social benefits).

Health and Safety

The Enagás Group health and safety management system is certified under ISO 45001 and has procedures and systems that seek to prevent injuries and illnesses caused by working conditions in addition to the protection and health promotion of employees. This certification covers 100% of the professionals and contractors under this management system that work at Enagás facilities.

Enagás also has a Road Traffic Safety Management System certified in accordance with ISO39001. In this area, Enagás has a Mobility and Road Safety Plan, Road Safety Guidelines and a protocol for vehicle use. There is also a Sustainable and Safe Fleet Management Manual and a Guide to Good Road Safety Practices for fleet management. Enagás promotes safety throughout its supply chain and requires ISO 45001 certification as part of its approval process for suppliers of certain families of products or services. Furthermore, in order to guarantee the coordination of business activities and the coordination of health and safety on building projects, Enagás has the Enagás Contractor Access System (SACE) to manage the safety of its suppliers, contractors and the whole subcontracting chain. This system offers contractors the operating safety procedures applicable to the risks involved in the works they perform.

Employees and contractors have access to various channels through which they can participate in and consult the operation, implementation and assessment of the management system. These include the bulletin board, workforce letters, forms, meetings, internal memos, informational pamphlets, posters and/or electronic communications, as well as any other method that can be documented and guarantees receipt by the intended recipient. Additionally, there are cross company and cascading communication channels that also cover health and safety issues. In 2021, a chatbot (virtual assistant) was added to answer questions at a company level, highlighting questions about health and safety issues and COVID-19, among others.

As part of its COVID-19 crisis management framework, Enagás has an action protocol aimed at ensuring the health and safety of its employees, the integrity of its infrastructure and security of supply.

Enagas has a Company's Crisis Management Manual which adapts periodically to new risks, policies and emerging businesses for rapid and effective management in the event of any incident, establishing action committees to control incidents depending on the degree of severity and consequences of each scenario. Enagás is also working on a resilient management model to increase its capacity to adapt to a changing environment while achieving its objectives, assessing both structural and adaptive resilience. Enagas also has stakeholders maps for infrastructure crisis management, both at corporate and local level, these will allow the key people, channels and issues to be identified.

Enagás has various employee representative bodies where employees may exercise their participation and consultation rights. Different committees comprise health and safety officers and management representatives. The Health and Safety Committees meet every three months, while the Group and Enagás Transporte SAU Intercentre Health and Safety Committees meet with a frequency set out in the Collective Bargaining Agreement. There is also a suggestion box on the Intranet, which is available to all employees.

Regasification Plant - Puerto de El Musel (Gijón)

On 29 December 2008, the Directorate General for Energy Policy and Mining by resolution granted Enagás prior administrative authorisation for construction of the regasification plant for LNG in El Musel (Gijón), thereby nullifying administrative authorisation. The Green Party of Asturias filed an appeal against this resolution to the Madrid High Court, which successfully nullified the grant on 31 July 2013. A joint appeal of this decision by the Group and the central government was dismissed by the Supreme Court on 29 February 2016.

The Group understands that the Supreme Court ruling does not entail any changes to the technical or economic situation of the installation, as (i) the location and technical characteristics of the installation are perfectly in line with prevailing legislation in light of the replacement of the regulation relating to annoying, unhealthy, harmful or hazardous activities with Law 34/2007, of 15 November, on air quality and protection of the atmosphere and installation; and (ii) the installation has received the necessary commissioning certification for the sole purposes indicated in the Third Transitional Provision of Royal Decree Law 13/2012, and thus the remuneration recognised and received by Enagás is justified on the basis of said Royal Decree and not the nullified authorisation.

The Ministry for Energy, Tourism, and Digital Agendas and the Superior Court of Justice of Madrid have both indicated that they consider the ruling of the Court executed in its entirety after the declaration of nullity of the authorisation of the regasification plant and its subsequent hibernation.

At 31 December 2021 and 2020 the carrying amount of said investment totalled €378.9 million. Likewise, during 2020 and 2019 and in accordance with Royal Decree-Law 13/2012, said regasification plant received both financial remuneration as well as remuneration for operating and maintenance costs in connection with the actions carried out by Enagás to maintain the plant ready for service. Both remunerations have been recognised annually by successive Ministerial Orders on remuneration and tolls and are also included in the recently approved Resolution of 18 December 2019 of the National Commission on Markets and Competition, which establishes the remuneration for 2020 of the companies that carry out the regulated activities of liquefied natural gas plants, transmission and distribution. In addition, Article 19 of Circular 9/2019 of 12 December of the National Commission for Markets and Competition, which establishes the methodology for determining the remuneration of natural gas transmission facilities and liquefied natural gas plants, continues to explicitly contemplate the remuneration methodology applicable to the El Musel plant for the 2021-2026 regulatory period. Thus, the Sole Director of Enagás, based on the legal opinions of internal and external advisors, does not consider it necessary to recognise any valuation adjustment.

Regasification plant – Granadilla (Tenerife)

On 16 March 2015, the Madrid Supreme Court of Administrative Appeals handed down a sentence annulling the Resolution passed by the Directorate General for Energy Policy and Mining on 4 May 2012, which granted the Compañía Transportista de Gas Canarias, S.A. (“**Gascan**”) the prior administrative authorisation for construction of a plant for receiving, storing, and regasifying LNG in Granadilla (Tenerife), as well as the Environmental Impact Statement for said project, considered favourably in the Resolution passed on 8 June 2007 by the General Secretariat for the Prevention of Pollution and Climate Change.

Both Gascan as well as the Spanish Attorney General filed an appeal against this sentence, which was resolved by a Supreme Court ruling dated 5 March 2018 confirming the annulment of the aforementioned administrative authorisation and Environmental Impact Statement.

However, on 22 June 2015, Gascan proceeded to request a new administrative authorisation for the LNG regasification plant at Granadilla (Tenerife), in accordance with the energy plan approved by the Council of Ministers of Spain and also in accordance with a series of amendments of a technical nature that had been applied to it. To date, the project has been subject to a new Environmental Impact Statement by the Ministry of Environment in favour of the amended facilities project, dated 15 July 2016 (B.O.E. Official State Gazette No. 176 of 22 July), a step required together with the CNMC report for obtaining administrative authorisation. As a result, the directors of the Group, based on the legal opinions of internal and external advisors, do not consider it necessary to recognise any provisions.

Situation of Castor Storage Installations

On 4 October 2014, the B.O.E. published Royal Decree Law 13/2014, pursuant to which exploration concession for the Castor underground storage facilities was terminated and a hibernation of the installations associated with said concessions was initiated. Enagás Transporte, S.A.U., a subsidiary of Enagás, was appointed for the administration of said installations for the purpose of carrying out the necessary measures of maintenance and operability during the hibernation period. Subsequently, by Agreement of the Council of Ministers of 31 October 2019, the hibernation of the underground storage facilities has been terminated, and the sealing and definitive abandonment of the wells has been ordered entrusting Enagas Transporte, S.A.U. with all the dismantling works, including all the operations necessary for the maintenance and operation referred to in article 3.2 of Royal Decree-Law 13/2014.

Recent Developments

On 24 February 2022, an armed conflict began in Ukraine, which is ongoing as at the date of this Base Prospectus. Also, on 29 March 2022, Spanish Royal Decree-Law 6/2022 (*Real Decreto-ley 6/2022, de 29 de marzo, por el que se adoptan medidas urgentes en el marco del Plan Nacional de respuesta a las consecuencias económicas y sociales de la guerra en Ucrania*) was published, adopting urgent measures within the framework of the Spanish national plan of response to the economic and social consequences of the conflict in Ukraine. Such conflict has generated significant instability, uncertainty and volatility in global markets, as well as higher inflation and other negative effects on the world economy, especially in the energy sector. As at the date of this Base Prospectus, there have been no negative impacts on the business or financial situation of the Group as a result of this situation, although management of the Group intends to monitor the evolution of the situation.

Management

Enagás is managed by a board of directors which, in accordance with its by-laws (*estatutos sociales*), is comprised of no less than six and no more than sixteen members appointed by the general shareholders meeting. Members of the board of directors are appointed for a period of four years and may be re-elected.

The board of directors meets at least once every two months and, in addition, whenever convened by the chairperson or requested by a majority of members of the board of directors.

As at the date of this Base Prospectus, the members of the board of directors of Enagás, their position on the board and their principal activities outside Enagás, where these are significant, are the following:

Name of corporate/Name of director	Position on the Board	Date of first appointment	Director at other listed companies
	Chairperson – Other External		
Antonio Llardén Carratalá.....	Director	22 April 2006	
Arturo Gonzalo Aizpiri.....	CEO – Executive	21 February 2022	
Maria Teresa Costa Campi.....	Director – Other External Director	31 March 2022	
Ana Palacio Vallelersundi.....	Director – Independent ^(*)	25 March 2014	Director at Pharmamar
Clara Belén González Fernández-Muro	Director – Independent	31 March 2022	
Manuel Gabriel González Ramos	Director – Independent	31 March 2022	
Santiago Ferrer Costa.....	Director – Proprietary ^{(*)(*)}	15 October 2018	
David Sandalow.....	Director – Independent	31 March 2022	
Eva Patricia Úrbez Sanz.....	Director – Independent	29 March 2019	
Sociedad Estatal de Participaciones Industriales - SEPI - (represented by Bartolomé Lora Toro).....	Director – Proprietary ^(***)	25 April 2008	
Jose Montilla Aguilera	Director – Independent	30 June 2020	
Jose Blanco Lopez	Director – Independent	30 June 2020	
Cristobal Jose Gallego Castillo.....	Director – Independent	30 June 2020	
Natalia Fabra Portela.....	Director – Independent	27 May 2021	
María Teresa Arcos Sánchez.....	Director – Independent	27 May 2021	

(*) Coordinating director (director appointed, if the Chairperson is an executive director, from among the independent directors, who has the authority to request a call for a meeting of the board of directors, add new items to the agenda for board of directors meetings that have already been called, coordinate and gather non-executive directors and carry out periodic assessments of the Chairperson).

(*)(*) Appointed at the proposal of Sociedad Estatal de Participaciones Industriales - SEPI.

(*)(*)(*) Represented by Bartolomé Lora Toro.

There are no potential conflicts of interest between the members of the board of directors of Enagás and their respective private interests or duties.

The business address of the members of the board of directors is Paseo de los Olmos 19, Madrid 28005, Spain.

The board of directors of Enagás has appointed an Audit and Compliance Committee, a Sustainability and Appointments Committee and a Remunerations Committee.

Audit and Compliance Committee

The Audit and Compliance Committee's basic functions are to assess Enagás' accounting verification system, to ensure the independence of the external auditor, to review the internal control system, to ensure the transparency of information and the compliance of the internal rules of conduct and the legislation in force on matters which fall within the remit of the Audit and Compliance Committee. Among the Audit and Compliance Committee's responsibilities are the following:

- (A) In relation to its financial statements and other accounting and non financial information, supervising and assessing the process of its preparation and presentation, examining the information related to Enagás' activities and results, ensuring the transparency and accuracy of information, notifying the board of directors of recommendations or information which might be considered necessary in relation to the application of accounting criteria and the systems of internal control, ensuring that the board of directors prepares accounts compliant with the accounting legislation, and if the auditors have included qualifications or limitations, the President of the Audit and Compliance Committee will explain at the shareholders meeting and provide a summary of the Audit and Compliance Committee's opinion, and evaluate any question raised by the management body with regards to changes in accounting policies.
- (B) In relation to the compliance with the law, to report on the acquisition of shares in entities with special purposes and/or domiciled in countries or territories considered to be tax havens, to report on transactions carried out with related parties, and to receive and analyse information concerning the fiscal criteria applied by Enagás during the financial year and the compliance with corporate fiscal policy.
- (C) In relation to the Internal Audit, to ensure the independence of the Internal Audit Unit, that they are provided with sufficient resources and appropriate expertise, to approve the Internal Audit Plan and to supervise their services.
- (D) Regarding matters concerning the relations with the external auditor, to be responsible for the proposal of the naming, re-election, or substitution of the auditors of the account, to report on the fees from these entities by the External Auditors and supervise that Enagás notify the CNMV of the change of auditor as a regulatory announcement. In order to safeguard independence and integrity, the Audit and Compliance Committee is responsible for establishing appropriate relations with the external auditor order to obtain information on those matters that may represent a threat to its independence, authorising services other than those that are prohibited, ensuring that regulations are adhered to and that fees do not compromise its quality or independence, examining the circumstances in the case of the resignation of the auditor, revising the accounting auditors' reports, ensuring that the auditor assumes full responsibility of such reports, and ensuring that the external auditor meets annually with the complete board of directors.
- (E) Relating to the control and management of risk of Enagás, supervising and assessing the efficacy of systems of control and the management of financial and non-financial risks of the Guarantor and the Group (including operative, technological, legal, social, environmental, political, reputational or regarding corruption), in such a way that these risks are mitigated appropriately, evaluating the risks and examining the analysis of risks affecting the activity of Enagás and reporting to the board of directors on the established risks and of their assessment.

- (F) In the area of Corporate Governance, Internal Codes and Regulatory Compliance, reporting on transactions of corporate and structural changes that Enagás projects, monitoring the compliance with the Internal Code of Conduct promoting that the corporate culture is aligned with its values and objectives, supervising a system which allows employees and other stakeholders to confidentially and anonymously, if so requested, communicate any irregularities, and the involvement in providing the annual report of corporate governance.
- (G) Concerning the compliance function, ensuring the independence of the compliance unit, the fulfilment of its role and compliance with legal standards, in addition to providing the material and human resources necessary.

The Audit and Compliance Committee will be comprised of at least three and a maximum of seven non-executive Directors; the majority of the members have to be independent directors. The Audit and Compliance Committee meets at least four times a year.

The Audit and Compliance Committee members are set out in the following table:

Audit and Compliance Committee Members	Functions
Jose Montilla Aguilera	Chairperson
Sociedad Estatal de Participaciones Industriales (SEPI)	Member
Natalia Fabra Portela	Member
Jose Blanco Lopez	Member
Patricia Úrbez Sanz	Member

Sustainability and Appointments Committee

The committee will have a minimum of three and maximum of seven non-executive directors, the majority of them independent, appointed by the Board of Directors. The committee meets at least four times a year. Among their responsibilities are the following:

- (A) Assessing the competence, knowledge and experience required in the Board of Directors; making recommendations to the Board of Directors for the appointment, re-election or removal of independent directors; reporting on proposals for the appointment, re-election or removal of the other directors; reporting on proposals for the appointment or removal of senior executives;
- (B) Revising the Board of Directors' structure; formulating and reviewing the criteria that must be followed for the composition of the Board of Directors and for the selection of those who are to be proposed for the position of Director; submitting to the Board of Directors the proposals relating to the organisational structure of Enagás; examining and organising the succession of the Chairperson of the Board of Directors and the Chief Executive Officer;
- (C) Setting a parity policy for the representation of the gender that is less well represented on the Board of Directors; proposing a policy to the Board of Directors for the compensation of directors and general managers or other individuals carrying out senior management duties; and
- (D) Reporting to the Board of Directors on Corporate Social Responsibility and Good Governance Principles; ensuring that any potential conflicts of interest do not threaten the independence of any external advising provided to the Sustainability and Appointments Committee; informing the Board of Directors about the measures to be adopted in the event of non-compliance with these Regulation or with the Internal Securities Market Regulation in matters relating to the securities markets, by the directors and other persons subject to the same.

The Sustainability and Appointments Committee members are set out in the following table:

Sustainability and Appointments Committee Members	Functions
Ana Palacio Vallelersundi	Chairperson
Santiago Ferrer Costa	Member
Cristóbal José Gallego Castillo	Member
José Blanco López	Member
Maria Teresa Costa Campi	Member
David Sandalow	Member

Remuneration Committee

The composition of this committee will follow article 45 of the By laws of Enagás, S.A. and what is established in the Regulations of the Board of Directors of Enagás S.A. Among their responsibilities are the following:

- (A) reporting on or proposing the basic terms of their contracts; verifying information regarding compensation of directors and senior executives as provided in various corporate documents.
- (B) proposing a general remuneration policy for the management of Enagás.

Remuneration Committee Members	Functions
María Teresa Arcos Sánchez	Chairperson
Clara Belén García Fernández-Muro	Member
Manuel Gabriel Gonzalez Ramos	Member

Share capital owned by the members of the board of directors of Enagás

The percentage of the share capital of Enagás owned by the members of the board of directors of Enagás as at the date of this Base Prospectus is disclosed in the following table:

Member	Direct shareholding	Indirect shareholding	Total shareholding
Antonio Llardén Carratalá	0.0386%	0.000%	0.0386%
Sociedad Estatal de Participaciones Industriales - SEPI	5.000%	0.000%	5.000%

Regulatory framework in Spain

Overview

The main law governing the hydrocarbons sector in Spain is Law 34/1998, of 7 October, on the hydrocarbons sector (*Ley 34/1998, de 7 de octubre, del Sector de Hidrocarburos*) (“**LSH**”), as amended.

The LSH and the subsequent laws amending it are based on the deregulation measures set forth in the correlative European Directives concerning common rules for the internal market in natural gas (*i.e. Directive 1998/30/EC of 22 June, Directive 2003/55/EC of 26 June, and Directive 2009/73/EC of 13 July*).

Based on the abovementioned European Directives, the current Spanish legal framework aims to balance liberalisation and competition in the natural gas sector with the guarantee of a reliable and uninterrupted supply

of gas, which is considered to be of general economic interest. The LSH therefore includes measures to achieve a fully liberalised internal market in natural gas, which aims to be more competitive, offer lower prices, and provide a higher quality of service to consumers. The LSH also governs access to the networks, to ensure transparency, objectivity and non-discrimination.

The LSH and its implementing regulations establish a legal framework for the regasification, transmission, distribution, storage and delivery of natural gas for those actors involved in the natural gas sector, in accordance with the provisions that have been set forth in the European Directives referred to above.

As described in the Business section, the Group carries out the following regulated activities in Spain: regasification, natural gas transmission and underground storage, as well as the technical management of the Spanish gas system. This section describes the legal framework applicable to the activities carried out by the Group in Spain, mainly focused on the income generated from such activities, as well as on other issues which are considered relevant.

The regulatory framework applicable until 31 December 2020 to regasification, natural gas transmission and underground storage activities was based on the LSH, as amended by Royal Decree-Law 8/2014, of 4 July, approving urgent measures for growth, competitiveness and efficiency (*Real Decreto-ley 8/2014, de 4 de julio, de aprobación de medidas urgentes para el crecimiento, la competitividad y la eficiencia*), which subsequently became Law 18/2014, of 15 October ("**Law 18/2014**").

LSH and Law 18/2014 were amended by Royal Decree-Law 1/2019, of 11 January, on urgent measures to adapt the powers of the Spanish Markets and Competition Commission to the requirements derived from the EU Law in relation to Directives 2009/72/EC and 2009/73/EC of the European Parliament and of the Council, of 13 July 2009, concerning common rules for the internal market in electricity and natural gas (*Real Decreto-ley 1/2019, de 11 de enero, de medidas urgentes para adecuar las competencias de la Comisión Nacional de los Mercados y la Competencia a las exigencias derivadas del derecho comunitario en relación a las Directivas 2009/72/CE y 2009/73/CE del Parlamento Europeo y del Consejo, de 13 de julio de 2009, sobre normas comunes para el mercado interior de la electricidad y del gas natural*) ("**RDL 1/2019**").

Circular 9/2019, of December 12, approved by the CNMC establishes the methodology to determine the remuneration of natural gas transportation facilities and liquefied natural gas plants as from 1 January 2021 ("**Circular 9/2019**").

The basis of the remuneration scheme set forth for the first regulatory period (2014-2020) in Law 18/2014, which after being amended by RDL 1/2019, has not been altered in the second regulatory period is as follows:

- The principle of economic and financial sustainability of the gas system is established as a guiding principle for actions of public authorities and other subjects participating in the gas system. By virtue of this principle, any regulatory measure related to the hydrocarbons sector which involves an increased cost for the gas system or a reduction of income must incorporate an equivalent reduction of other cost items or an equivalent increase of income which ensures the system's balance. Therefore, the possibility of accumulating deficits is, in principle, eliminated.

This guiding principle is reinforced by the establishment of restrictions triggered by the appearance of temporary annual imbalances, providing a rebalancing mechanism. This consists of the obligation to perform automatic reviews of the corresponding tolls and royalties if certain thresholds are exceeded. These thresholds allow for deviations caused by temporary circumstances or by the volatility of gas demand, which can be reversed in the following period without having to modify tolls and royalties. At the same time, such thresholds guarantee that levels of deviation that could jeopardise the financial stability of the system will not be reached.

The temporary imbalances that may be produced in the system (without exceeding the corresponding thresholds) must be financed by all the participants in the settlement system, considering the (income) collection rights that each of them may have.

The principle of economic and financial sustainability must be understood in such a way that the income from the facilities' use is sufficient to cover all costs generated by the system. Regulated remuneration methodologies in the natural gas sector consider that costs assumed by an "efficient and well-managed company" fall under the principle of the performance of the activities at the lowest cost to the system.

- Regulatory periods of six years are established for the purposes of remuneration for regulated activities, which provide such activities with regulatory stability. The first regulatory period ended on 31 December 2020. The second regulatory period has begun on 1 January 2021, and successive periods will begin every six years.

In 2019, the basis for determining the framework of the gas system applicable during the 2021-2026 regulatory period was established.

The process begun with the publication of RD-Law 1/2019 on urgent measures to adapt the CNMC's powers, where the basic legislation of the electricity and gas sectors is modified in order to perform a distribution of powers between the Government and the CNMC to adapt them to the requirements of EU law.

In this distribution of powers, the CNMC receives the transfer of all powers related to:

- Toll and remuneration methodologies in transmission, distribution and LNG plants, as well as the establishment of their values.
- Remuneration parameters and asset bases.
- GTS remuneration methodology
- Determining the price for use of network connection facilities
- Approving the NGTS in relation to the balance system, programming, international connections and losses

Furthermore, the Ministry will be responsible for:

- Establishing energy policy guidelines (Order TEC/406/2019)
- Methodology for calculating royalties and remuneration of basic services for access to Underground Storage Facilities and approval of their values
- Determining TUR rates
- Structure and methodology of the charges for costs of facilities not associated with the use of these facilities (CNMC rate, deficit annuities, regulated remuneration of Mibgas, etc.).
- Approval of the NGTS related to supply assurance, emergency, gas quality and input/output control.

In order to guarantee the proper functioning of both institutions, a Cooperation Committee is created between the Ministry and the CNMC, a transitional regime is established to ensure an orderly transfer of functions and to avoid affecting the legal security of the parties operating in the sectors, and the bases for the next gas and electricity remuneration period are developed.

Within the scope of its regulatory powers, the CNMC must take into account the strategic priorities established by the Government, which are embodied in energy policy guidelines adopted by order of the head of MITECO (Order TEC/406/2019).

In these energy policy guidelines, the government:

- Is committed to regasification plants, promoting their competitiveness with respect to other international plants, favouring international connections and committing to a deep and liquid LNG market.
- Is positioned in favour of biomethane and other renewable gases, with special mention of the injection of hydrogen generated from renewable electricity.
- Encourages the extension of the operation of those installations that have exceeded their useful life in terms of remuneration.
- Discourages investment in new infrastructure except for assets that are necessary to ensure the supply of the whole system or that are strategic for meeting energy policy objectives.

To comply with RDL 1/2019, the CNMC established a schedule for the publication of Circulars to be developed throughout 2019.

As regards remuneration, the CNMC has published the following Circulars and Resolutions to update, for the second regulatory period, the current remuneration model, as well as the system of access tolls for each of the services provided by the facilities, given the infrastructures involved in the provision of each service:

- Circular 2/2019 of November 12, establishing the methodology for calculating the financial remuneration rate of electricity transmission and distribution and regasification activities, transmission and distribution of natural gas.
- Circular 9/2019 of December 12 establishing the methodology for the remuneration of regulated natural gas transmission and regasification activities.
- Circular 1/2020 of January 9, establishing the methodology for the remuneration of the Technical System Manager of the gas system.
- Circular 6/2020, of July 22, establishing the methodology for the calculation of tolls for the regasification, transmission and distribution of natural gas.
- Resolution, of 2020, September 22, establishing the tolls for the regasification, transmission and distribution of natural gas, from October 2020 to September 2021.
- Circular 8/2020, of December 2, establishing the standards unit costs for the investment and operation and maintenance of all transmission facilities and liquefied natural gas plants.
- Order TED/1022/2021, of September 27 establishing the settlement procedure for gas regulated activities.
- Resolution of 2020, December 17, establishing the remuneration for the Technical System Manager of the gas system for natural gas 2021.
- Resolution of 2021, February 11, establishing the remuneration for gas transmission, regasification and distribution companies for gas year 2021.
- Circular 6/2021, of June 30, establishing the incentives for the Technical System Manager.
- Circular 7/2021, of July 28, establishing the methodology for loss incentive remuneration.

In the operational field, CNMC has published the following Circulars with the aim of encouraging and facilitating competition, promoting greater use of gas infrastructure, harmonising, simplifying and establishing a transparent and competitive mechanism for the allocation and use of capacity, making the operations of agents

more flexible and resolving situations of congestion at regasification plants, as well as contemplating measures to regularise the physical imbalance of LNG at regasification plants and in underground storage:

- Circular 8/2019 of December 12, establishing the access and capacity allocation mechanisms to be applied in the natural gas system
- Circular 2/2020, of January 9, establishing the natural gas balance rules.

Income from regasification, natural gas transmission and underground storage activities

As mentioned, the basis of the remuneration scheme set forth for the current regulatory period (2021-2026), for gas transmission and LNG plants, derive from Circular 9/2019 of the CNMC which, pursuing its new powers, has established a remuneration model that applies the principles established for the current remuneration model, together with those adaptations/modifications that allow, in practice, companies to comply more faithfully with the remuneration principles established in said regulation; all of it through a transition between both models that is progressive, ordered and transparent.

Thus, as from 1 January 2021 the methodology to determine the remuneration of natural gas transportation facilities and liquefied natural gas plants will meet criteria of economic efficiency, transparency, objectivity and non-discrimination, the following general principles being applicable:

- (a) Establish an adequate remuneration to that of a low risk activity
- (b) Ensure the recovery of the investments made by the holders in the period of their useful life.
- (c) Allow a reasonable return on the financial resources invested.
- (d) Determine a system of remuneration for operating costs that encourages effective management and improved productivity, which should be passed on in part to users and consumers.
- (e) Contribute to the economic and financial sustainability of the natural gas system.
- (f) Consider the costs necessary to carry out the activity for an efficient and well-managed company according to the principle of carrying out the activity at the lowest cost for the gas system with homogeneous criteria throughout the Spanish territory, without prejudice to the specificities foreseen for the insular and extra-peninsular territories.

In particular, the Circular is based on establishing the profitability of the financial resources invested (current financial remuneration rate) using the WACC methodology, applicable to the entire regulatory period, as established in Circular 2/2019 of the CNMC, which establishes the methodology for calculating the financial remuneration rate for the activities of transportation and distribution of electrical energy, and regasification, transportation and natural gas distribution. For natural gas transportation and liquefied natural gas plants a retribution financial rate of 5.44% has been established for the second regulatory period (1 January 2021 to 31 December 2026). Along with this, the determination of the remuneration for operation and maintenance costs will take place through unit reference values for the entire period, except for the remuneration of those variable costs that, being assignable and traceable, have a limited management by the carrier, and they are carried out at audited value. The Circular 8/2020, of December 2 approved by the CNMC, has established these unit references values for this second period.

One of the most significant novelties, although it has practically no material impact, is that in order to allow the temporary coordination of remuneration with the methodology of tolls and royalties, in accordance with the European Commission Regulation the remuneration is now calculated per gas year.

The gas year for which the remuneration of the installations is determined runs from 1 October of year “n-1” to 30 September of year “n”, both inclusive, with the exception of 2021 which starts on 1 January 2021.

With regard to the Remuneration for Extension of Useful Life (RELU) provided in Annex XI of Law 18/2014, of October 15, said incentive has been improved.

Likewise, the Circular includes an annual Remuneration for Productivity Improvements in operating and maintenance costs compared to the previous period, which results in an equitable distribution between consumers and companies.

Incentives are introduced to promote the use of natural gas in land and sea transport in order to promote its use against other more polluting hydrocarbons.

As regards the remuneration for continuity of supply (RCS) for the transport and regasification of natural gas, a progressive reduction of said remuneration concept takes place in the regulatory period 2021-2026. In this period, RCS is based solely on the 2020 RCS values and in the reduction coefficients, not in demand variations.

The Circular also includes a treatment of the concept of related activity for remuneration purposes, understood as that activity other than activities with a regulated economic regime whose provision involves the use or consumption of resources from activities with a regulated economic regime. It is understood, that whenever the transmission company receives external incomes for providing such services using the regulated facility, part of the regulated incomes corresponding to such is reduced.

Another novelty consists in the inclusion of a principle of financial prudence which applies to the owners of transport assets and liquefied natural gas plants. For the purpose of incorporating a principle of financial prudence required of the holders of transmission assets and liquefied natural gas plants, a penalty is established for companies whose ratios are outside the recommended value ranges set forth in the CNMC Communication 1/2019.

The remuneration accrued in one year for gas by each company that owns natural gas transmission facilities and liquefied natural gas plants will be the result of adding up the following remuneration components for each of its facilities:

- Return on investment (RINV) which aims to recover the investments made and to obtain a reasonable return.
- Remuneration for operation and maintenance of the facility (RO&M).
- Productivity and efficiency remuneration adjustments (ARPE).
- Remuneration for facilities in special administrative situations (RSAE).
- Remuneration for investment in facilities with cross-border impacts resulting from the application of Article 12 of Regulation (EU) No 347/2013, (RIIT).

Each of these components is presented below:

- (a) *Return on investment (RINV) which aims to recover the investments made and to obtain a reasonable return. Remuneration for investment costs is comprised of the following:*
- Value of assets recognised: Assets are recognised a certain value depending on the date of their entry in operation. A novelty in this regard is the determination of the investment value at unit values, which is used to calculate the Recognised Investment Value, with the unit values in force on the date of obtaining the prior administrative authorisation of the facility, instead of using the values in force when obtaining the commissioning certificate according to current practice.

Additionally, in order to introduce the incentive to build only investments justified by forecast demand, obtaining the investment remuneration for the new non-trunk facilities (zone attention gas

pipelines and new liquefied natural gas plants) will take place from the gas actually processed/vehiculated.

- Remuneration for amortisation of system assets (A). The value of the resulting amount recognised for the investment is amortised applying a rate corresponding to its useful life, obtaining the related income.

In the new framework, the useful lives of the assets in the current framework are maintained, except for the secondary pumps of the regasification plants (which go from 20 to 10 years). In addition, for new facilities, the remuneration for amortisation starts to accrue from the date of commissioning of the facility.

Depreciation is calculated for the facilities of the trunk network. It is also calculated for the regasification plants commissioned prior to 1 January 2021 and for primary transmission pipelines of local influence with administrative authorisation prior to 1 January 2021.

- Financial remuneration of the amount invested (FR). It is calculated by applying a financial remuneration rate to the net carrying amounts of the assets without restatement and accrues until the net value is zero.

From the second regulatory period onwards, the remuneration rate on the transmission and regasification assets is no longer indexed to the State's Obligations but is established on the basis of the average WACC capital cost of the transmission and regasification activity. For the second period, the rate was established in Circular 2/2019 and was set at 5.44%.

The financial remuneration is calculated for facilities with individualised remuneration and begins to accrue from the same date as the latter.

- Financial remuneration for heel gas and minimum fill (RFNMLL). The calculation method of the current framework is maintained. The remuneration is calculated by applying the financial remuneration rate to the purchase value of the gas and has no amortisation. It starts to accrue from the later of the date of purchase of the gas and the date of commissioning of the facility until the closure of the facility or the delivery of the gas to the GTS for use as operating gas.
- Remuneration based on the gas transmitted or processed (RGV). This remuneration is applied to the primary transmission facilities in the local area of influence awarded by competition and to new regasification plants and primary gas pipelines in the area of influence directly authorised after 31 December 2020. The annual remuneration is that which results from multiplying a unit remuneration coefficient by the gas transmitted or processed annually and is accrued from the date of commissioning. In no case may the RGV remuneration, in each gas year, be greater than the amounts invoiced for tolls and royalties.

For facilities awarded by competition, the unit remuneration (ROC) is that offered by Enagás awarded the contract.

For facilities awarded directly (RUM), the unit remuneration is the average remuneration calculated as the sum of the amortisation and financial remuneration during the useful life of the project divided by the sum of the annual gas volumes foreseen by the owner of the facility when the economic justification of the project was presented for award. For these facilities, given that the remuneration risk is greater than for the trunk facilities, the financial remuneration rate is increased by a differential provisionally set at 0.39%, resulting in a rate of 5.83%.

The RGV remuneration is accrued until the present value of the sum of the recognised annual remuneration, discounted at the previous remuneration rate, is at the present value of the recognised investment.

(b) ***Remuneration for operation and maintenance of the facility (RO&M).***

For transmission and regasification assets to which the standard unit costs apply, the remuneration for operation and maintenance is calculated by applying the reference unit costs of operation and maintenance in force, regardless of the date of commissioning of the fixed asset (COMVU).

For non-standard (singular) assets, costs are calculated on the basis of actual audited costs (COMsing).

Apart from the above costs, other costs not included in the unit reference values (OCOM) are also recognised and will be recognised on the basis of their audited cost. These costs include, among others:

- Direct and indirect capitalised operating expenses. When the capitalised expenses exceed €250,000, they will be recognised with amortisation and financial remuneration based on their audited investment value, considering a useful life of 2 years. In these cases, the accrual will occur from January 1 of the year following their commissioning. Capitalised expenses below this limit will be recognised as an expense for the year up to the limit established by the CNMC.
- The acquisition cost of the operating gas for transmission and of the odorant.
- The cost of electricity supply for LNG plants and for electric motors in compression stations. In the case of the regasification plants this audited cost replaces the variable remuneration existing in the current framework.
- The cost increases from 1 January 2021 for municipal fees for public domain occupancy and for port fees for port domain occupancy.

(c) ***Productivity and efficiency remuneration adjustments (ARPE).***

Under this item, facilities that are at the end of their useful life (REVV) are remunerated, as are the transitional remuneration for continuity of supply (RCS), the remuneration for efficiency in operating and maintenance costs (RMP) and the remuneration for incentives to reduce losses (IM) and promote gas in maritime and land transport. The items included are the following:

- Remuneration for extension of useful life for fully depreciated assets (REVV). Once the regulatory useful life of each fixed asset finalises, if the asset is still in use, the remuneration accrued for said facility corresponding to remuneration for investment, amortisation, and financial remuneration will be nil. In contrast, remuneration for operation and maintenance of the asset “i” each year “n” will be increased. In this manner, the value recognised will be the amount corresponding to it multiplied by a coefficient for increasing its useful life, μ_{in} . This coefficient is gradually increasing, the starting value being higher than the former remuneration framework, from 0.15 to 0.3.
- Supply continuity remuneration (RCS). A transitional remuneration is established for the RCS during the 2021-2026 regulatory period. The RCS is no longer indexed to the variation in demand or regasification but is calculated on the basis of the RCS recognised in the year 2020, adjusted by the following coefficients for the different gas years of the second regulatory period. $\frac{3}{4}$ of 95% for 2021, 80% for 2022, 65% for 2023, 50% for 2024, 35% for 2025 and 20% for 2026.
- Remuneration for productivity improvements in operating and maintenance costs in regulatory periods (RMP). This item intends to allow the carrier to retain part of the operating and maintenance cost efficiencies achieved over the previous regulatory period and is calculated per company, which is currently set at 50%.

Under this item, Enagás is attributed 50% of the reduction in costs in the current regulatory period with respect to the unit costs of the previous regulatory period.

- Loss incentive remuneration (IM). Until 30 September 2021 the same methodology was applied. From 1 October 2021, the methodology established by the CNMC in Circular 7/2021 is applied.
- Incentive remuneration for the development of natural gas in maritime and land transport (IDS). This incentive aims to promote the use of natural gas as a fuel in maritime and land transport and is calculated by multiplying the gas invoiced for service stations connected to the transmission network and the LNG invoiced in regasification plants for use as maritime fuel by unit coefficients, which in both cases is €0.50/MWh.

(d) ***Remuneration for facilities in special administrative situations (RSAE).***

This remuneration is applicable to the Musel plant whose authorisation processing is currently suspended and corresponds to a transitional remuneration sum of the financial remuneration calculated on the standard investment value and the actual audited operation and maintenance costs.

It also applies to regasification plants with a unique and temporary financial regime such as the provision of LNG logistics services, in accordance with Article 60.7 of Law 18/2014, which will be defined by the CNMC in due course.

(e) ***Remuneration for investment in facilities with crossborder impacts resulting from the application of Article 12 of Regulation (EU) No 347/2013, (RIIT).***

This item is aimed at remunerating any costs that a carrier may incur as a result of the cross-border distribution of investment costs for a project of common European interest, as established in Article 12 of Regulation (EU) 347/2013 of the European Parliament and of the Council, of 17 April 2013.

Pipelines which affect reverse flow capacities or change the capacity to transport gas across the borders of the Member States concerned by at least 10% compared to the situation prior to the project is put into service may, in the case of natural gas, be considered as a project of common interest as set out in Appendix II to this Regulation. In the case of storage of natural gas, liquefied natural gas (LNG) or compressed natural gas (CNG), they will be considered as a project of common interest when the project is intended for the direct or indirect supply of at least two Member States or for compliance with the infrastructure standard (n-1) at regional level, in accordance with European Regulation 2017/1938 on Security of Supply.

(f) ***Introduction of the principle of financial prudence***

For the purpose of incorporating a principle of financial prudence required of the holders of transmission assets and liquefied natural gas plants, a penalty is established for companies whose ratios are outside the recommended value ranges set forth in the CNMC Communication 1/2019.

Accordingly, a company's annual remuneration in calendar year n could be reduced by up to 1% if the overall ratio defined in that communication, calculated on the basis of the financial statements for year n-2, is less than 0.9. However, this penalty would not be applicable until 2024, based on the 2022 financial statements.

(g) ***Related products and activities***

An income adjustment is foreseen for the event of use of regulated assets or facilities for the provision of services other than the ones considered as regulated, i.e, for the so called "related products and activities". It is considered that part of the incomes generated by such related activities should revert to the regulated activity.

Consequently, Circular 9/2019 establishes that the CNMC will determine the amount that is to be considered lower remuneration for each related product or service.

This methodology will take into account, in any case, the direct and indirect costs of the assets used as well as the cost that, without the use of those assets, would have been incurred in order to carry out these other activities.

Likewise, among other factors, income from these activities, the contribution to said income made by regulated assets or other circumstances that may concur with respect to the assignment of the use of assets between companies of the same may group or third companies may be considered.

CNMC will determine, on an annual basis, the deduction in the retribution corresponding to each transmission company due to the carrying out of these related activities in the previous year.

Until such annual Resolution is approved, the discount in the retribution will take into account 50% of the annual income obtained by the provision of these related activities.

Remuneration for underground storage activity

The Royal Decree 1184/2020 of 29 December establishes the methodology for the remuneration of underground storages. The framework is very similar to that established in Circular 9/2019 for transport and regasification activities, with the particularity that the investments and operation and maintenance costs in storage facilities are to date unique. Underground storages are considered singular assets and both investments and operation and maintenance costs are based on real and audited costs. Also, due to this particularity, the remuneration for extension of useful life for fully depreciated assets, maintains the coefficients for increasing its useful life, μ_{in} , of the former remuneration framework, 0.15.

According to this Royal Decree, the remuneration rate (TR) to be applied to the remuneration of basic underground storage from 1 January 2021 is the same rate established for transmission and regasification activities in Circular 2/2019, 5.44%.

Regarding the Supply continuity remuneration (RCS), the same transitional remuneration established for transmission and regasification activities applies for underground storage during the 2021-2026 regulatory period. The RCS is no longer indexed to the variation in demand or regasification but is calculated on the basis of the RCS recognised in the year 2020, adjusted by the following coefficients for the different gas years of the second regulatory period. $\frac{3}{4}$ of 95% for 2021, 80% for 2022, 65% for 2023, 50% for 2024, 35% for 2025 and 20% for 2026.

Regarding related products and activities, 90% of the revenue generated from the sale of condensates and 50% of the income generated by the rest of the products and related services will be deducted from the remuneration of the regulated basic underground storage activity.

As in transport and regasification activities, Law 18/2014 still applies until 31 December 2020.

Income corresponding to Technical Management of the System (TMS)

Technical Management of the System includes coordinating the development, operation, and maintenance of the transmission network, supervising the safety of natural gas supply (storage levels and emergency plans), carrying out plans for the future development of the gas infrastructure, and controlling third-party access to the network, with the purpose of ensuring the continuity, quality and safety of the gas supply and the correct functioning and coordination of the system.

The rules for the Technical Management of the System were passed by the Order ITC/3126/2005, of 5 October (*Orden ITC/3126/2005, de 5 de octubre, por la que se aprueban las normas de gestión técnica del sistema gasista*), which has been subsequently modified on multiple occasions. The main purposes of these rules are (i)

to promote accuracy in the technical functioning of the natural gas system; and (ii) to guarantee the continuity, quality and stability of the supply of natural gas by coordinating the activity of all the transmission companies.

Circular 1/2020, dated 9 January, establishes the remuneration methodology for the Technical System Manager of the gas system from 2021 onwards. It establishes a model which only considers those costs prudently incurred by an efficient and well-managed company. It introduces a system of incentives, with a positive or negative sign, aimed at promoting efficiency in the actions of the manager of the gas system. To this end, efficiency indicators are established in the Circular 6/2021 in the following areas: a) operation and technical management of the gas system and correct coordination between the different infrastructures; b) continuity and security of natural gas supply; c) management of third party access to gas installations and optimisation of their use; and, d) balance sheet management in the different facilities of the gas system.

Additionally, it establishes the duration of the regulatory periods. It sets regulatory periods of 3 years, beginning the next period in 2021 and ending in 2023. It also establishes the remuneration parameters for the first regulatory period 2021-2023. Finally, it also establishes the remuneration of the technical manager of the system for the year 2020 (€25,000,000).

Regarding the financing of the remuneration of the Technical System Manager, its settlement and collection, the Circular does not introduce significant changes. Except for a technical adjustment related to the recovery of differences between what the manager collects through the fee and his remuneration.

As a result of this new methodology, the annual remuneration for the regulatory period 2021-2023 ranges between €26,200,000 (in a scenario of minimum incentive compliance) and €27,200,000 (in the case maximum compliance of incentives). Without considering incentives, the annual remuneration amounts to €26,700,000.

Remuneration for incentives that can be up to +- 5% of the basic remuneration, depending on the incentive mechanism established by the CNMC for each regulatory period. However, for the regulatory period 2021-2023 the limits are set at +-2%.

The remuneration for new obligations is established on the basis of a regulatory account, the balance of which is established for each regulatory period, divided by 3, for each of the years of the regulatory period. For the regulatory period 2021-2023, the regulatory account is €5,000,000.

Thus, for the regulatory period 2021-2023, the basic remuneration is set at €25,007,000 and the remuneration of the regulatory account at €1,667,000.

The fee paid as remuneration for the Technical System Manager to be collected from companies that own regasification, transmission, storage, and natural gas distribution facilities, as a percentage of invoicing for tolls and royalties associated with third-party access to the network will be established by the CNMC by means of a Resolution approved before 1 January each year.

CNMC Resolution dated 17 December 2020 establishes the remuneration for the Technical System Manager for 2021.

Income corresponding to heel gas and minimum gas levels for filling gas pipelines

Article 16 of Order IET/3587/2011, of 30 December, establishing the tolls and royalties for third-party access to gas facilities and remuneration for regulated gas sector activities (*Orden IET/3587/2011, de 30 de diciembre, por la que se establecen los peajes y cánones asociados al acceso de terceros a las instalaciones gasistas y la retribución de las actividades reguladas*) establishes that the gas intended for minimum levels in gas pipelines for transmission and regasification plants (heel gas) will be remunerated as a necessary investment for transmission activity, acknowledging financial remuneration.

Remuneration for this item was maintained after the new remuneration framework took effect, which applies the same rate for financial remuneration and for transmission, regasification, and underground storage facilities. The acquisition cost will be the result of applying the price of the gas to the acquired quantity.

Income corresponding to the purchase of gas for self-consumption

Until 2015, gas was acquired by transmission companies and valued at the auction price, and payments made were considered reimbursable expenses.

In accordance with the stipulations of Article 7 of Order IET/2736/2015, of December 17, establishing the tolls and royalties for third-party access to gas facilities and remuneration for regulated gas sector activities for 2016 (*Orden IET/2736/2015, de 17 de diciembre, por la que se establecen los peajes y cánones asociados al acceso de terceros a las instalaciones gasistas y la retribución de las actividades reguladas para el 2016*), from 2016 onwards, the operating gas for transmission facilities and basic underground storage, for which the costs are borne by the gas system, is acquired by the Technical System Manager in the organised gas market. The acquisition cost for this gas is set at the auction price and is considered a reimbursable expense. However, since 1 January 2021 the gas bought by the STS for the transmission facilities in the market is then sold to the transmission companies. The cost of this gas is then reimbursed to these transmission companies.

In addition, following the entry into force of the new remuneration framework of 2014, from 2018 the purchase of gas for self-consumption at regasification plants is no longer considered a recognised cost.

Settlement of tolls associated with third-party access to gas plants

The invoicing and collection of remuneration for regulated activities subject to settlement (third-party access to the network and Technical Management of the System) is carried out in accordance with the settlement procedure, as per Order ECO/2692/2002, of 28 October, regulating the settlement procedure related to the remuneration for regulated activities of the natural gas sector and the quotas with specific destinations, and establishing the information system that companies must present (*Orden ECO/2692/2002, de 28 de octubre, por la que se regulan los procedimientos de liquidación de la retribución de las actividades reguladas del sector gas natural y de las cuotas con destinos específicos y se establece el sistema de información que deben presentar las empresas*) (“**Order ECO/2692/2002**”).

The Fifth Additional Provision of Order ITC/3993/2006, of 29 December, determining the remuneration for certain regulated activities in the gas industry, modified section I.5 of Appendix II of Order ECO/2692/2002, establishing that interest will be applied to the amounts to be settled with each transmission entity or distributor. This interest is calculated by applying the average values of the one-year treasury bond to these amounts over a 60-day period.

Since October 1 2021, the Order TED/1022/2021 of September 27 (*Orden TED/1022/2021, de 27 de septiembre, por la que se regulan los procedimientos de liquidación de las retribuciones de actividades reguladas, cargos y cuotas con destinos específicos del sector gasista*) has entered into force in substitution of the Order ECO/2692/2002.

Settlement of accumulated deficit

Law 18/2014 establishes the principle of economic and financial sustainability of the gas system. In accordance with this principle, the system income will be exclusively dedicated to sustaining remuneration that corresponds with regulated activities relating to gas supply. Further, this income must be sufficient to satisfy the totality of costs incurred by the gas system. In addition, in order to ensure economic sufficiency and avoid the appearance of new deficits ex ante, all regulatory measures relating to the gas system which involve an increase in costs for the system or a reduction of income must incorporate an equivalent reduction in other cost items or an equivalent increase in income which ensures the system's balance.

Likewise, the new remuneration framework establishes a specific methodology for the resolution of temporary imbalances between system income and costs, which (together with the measures set out above) aims to avoid gas system deficits and establish a period for recovery of these imbalances and recognise financial costs accrued by regulated companies to finance these imbalances.

The methodology established in Article 66 of Law 18/2014 distinguishes between the accumulated deficit at 31 December 2014 and the deficit which may be generated in subsequent years, so that:

- The amount corresponding to the deficit accumulated in the gas system at 31 December 2014 will be determined in the definitive settlement of 2014, and the participants in the settlement system will have the right to recover annual amounts corresponding to this accumulated deficit in the settlements for the subsequent 15 years, plus interest at market rates.
- Definitive settlement in 2014 was approved by the regulatory oversight chamber of the CNMC in its session held on 24 November 2016, recognising €1,025,053,000 for the accumulated deficit of the gas system at 31 December 2014. This deficit will be recovered in 15 consecutive annual instalments starting on 25 November 2016 (the day following the approval of the definitive settlement) until 24 November 2031.

Law 18/2014 aims to ensure that temporary imbalances between income and expenses that may manifest from 2015 onwards, will be recovered once the definitive settlements have been obtained in the following five years while recognising an interest rate corresponding to market conditions.

Definitive settlement in 2015 was approved by the regulatory oversight chamber of the CNMC in its session held on 24 November 2016, recognising €27,232,000 for the regulated deficit of the natural gas sector corresponding to the year 2015. This deficit will be recovered annually starting from 25 November 2016 (the day following approval of the definitive settlement for 2015) until 24 November 2021.

Order ETU/1977/2016 establishes that the annual payment for 2016 will be settled in first 2016 instalment as a single payment, while the remaining annual payments for 2017 and subsequent years will be distributed in 12 equal monthly instalments which will be settled in a single payment in the first instalment of the year, prioritising collection over other system costs in the terms established in Articles 66 and 61.2 of Law 18/2014. In addition, Order TEC/1367/2018 establishes the definitive interest rates for the gas system to be applied to the accumulated deficit of 31 December 2014 and the temporary imbalance of 2015, 2016 and 2017. These values are as follows:

- The definitive interest rate for the accumulated deficit at 31 December 2014 is 1.104%. The interest accrued from the day following approval of the definitive settlement for 2014.
- The definitive interest rate for the temporary imbalance between income and expenses in the gas system for 2015 is 0.836%. The interest accrued from the day following approval of the definitive settlement for 2015.

Definitive settlement of 2016 was approved by the regulatory oversight chamber of the CNMC at its meeting on 30 November 2017, recognising €90,014,000 as the deficit for regulated activities of the natural gas sector for the year 2016. This deficit will be recovered annually from 1 December 2017 (the day following the adoption of the final settlement of the year 2016) until 30 November 2022. The definitive interest rate for the temporary imbalance between income and expenses in the gas system for 2016 is 0.716%.

Definitive settlement of 2017 was approved by the regulatory oversight chamber of the CNMC at its meeting on 28 November 2018, recognising €24,781,115.56 as the deficit for regulated activities of the natural gas sector for the year 2017. This deficit will be recovered annually from 28 November 2018

(the day following the adoption of the final settlement of the year 2017) until 28 November 2023. The definitive interest rate for the temporary imbalance between income and expenses in the gas system for 2018 is 0.923%.

Definitive settlement of 2018 was approved by the regulatory oversight chamber of the CNMC at its meeting on 28 November 2019, recognising €30,879,333.33 as the surplus for regulated activities of the natural gas sector for the year 2018. This amount will be allocated to the early and complete repayment of the temporary deficits between income and expenses for the years 2017 and 2015. The outstanding amount is intended to partially repay the 2016 deficit.

Definitive settlement of 2019 was approved by the regulatory oversight chamber of the CNMC at its meeting on 26 November 2020, recognising €353,859,846.49 as the surplus for regulated activities of the natural gas sector for the year 2019. This amount will be allocated to the early and complete repayment of the temporary deficits between income and expenses for the year 2016. The outstanding amount is intended to partially repay the 2014 deficit.

Definitive settlement of 2020 was approved by the regulatory oversight chamber of the CNMC at its meeting on 25 November 2021, recognising € 186.691.201,04 as the surplus for regulated activities of the natural gas sector for the year 2020. This amount will be allocated to partially repay the 2014 deficit.

Recognition of costs associated with the dismantling of natural gas facilities

Royal Decree 1184/2020, of 29 December, which establishes the methodology to determine the remuneration of underground storages, for calculating the tolls of the underground storages and the charges not directly related with the use of natural gas infrastructures, sets forth that with respect to regulated activities, when storage facilities are shut down, remuneration will cease from the closing date without prejudice to the net dismantling costs that could be recognised according to each Royal Decree granting the exploitation concession of each underground storage.

Other relevant regulatory issues related to the activities carried out by the Group

Last resort tariff

The amendment of the LSH operated by Law 12/2007, of 2 July, amending Law 34/1998, of 7 October, on the hydrocarbons sector, in order to adapt it to the provisions of Directive 2003/55/EC of the European Parliament and of the Council of 26 June 2003, concerning common rules for the internal market in natural gas (*Ley 12/2007, de 2 de julio, por la que se modifica la Ley 34/1998, de 7 de octubre, del Sector de Hidrocarburos, con el fin de adaptarla a lo dispuesto en la Directiva 2003/55/CE del Parlamento Europeo y del Consejo, de 26 de junio de 2003, sobre normas comunes para el mercado interior del gas natural*) (“**Law 12/2007**”) eliminated the regulated supply for some customers and created the so-called last resort tariff (“**Last Resort Tariff**”).

The Last Resort Tariff is determined by the Spanish government and sets a single price for all of the Spanish territory. Currently, low-pressure customers with annual consumption of less than 50,000 kWh that do not choose another supply option will be supplied by a last-resort supplier at the Last Resort Tariff.

Separation of activities

Law 12/2007 redefined the activities of the different subjects that interact in the gas system by determining a functional and legal separation of the regulated activities and the production and supply activities, and by eliminating the potential competition between distributors and retailers in the supply sector through the disappearance of the tariff system and the creation of the Last Resort Tariff referred to above.

In order to reinforce the separation of activities obligation established in Law 12/2007 and to structure a specific regime governing separation of activities for transmission system operators, Royal Decree Law 13/2012, of 30 March, transposing measures concerning domestic electricity and gas markets and electronic communications, and adopting measures to remedy deviations due to gaps between the costs and revenues of the electricity and gas industries (*Real Decreto-ley 13/2012, de 30 de marzo, por el que se transponen directivas en materia de mercados interiores de electricidad y gas y en materia de comunicaciones electrónicas, y por el que se adoptan medidas para la corrección de las desviaciones por desajustes entre los costes e ingresos de los sectores eléctrico y gasista*) (“**RDL 13/2012**”) introduced the following measures into the LSH:

Transmission system operators must effectively separate transmission activities from supply and production activities

- (a) The owners of facilities belonging to the gas pipeline trunk system must operate and manage their own systems or assign the management thereof to an independent system operator as provided for in the LSH.
- (b) Transmission system operators must comply with the following conditions: (i) no individual or legal entity that directly or indirectly controls the transmission system operator may directly or indirectly control a company that pursues natural gas production or supply activities, or vice versa; and (ii) no individual or legal entity that is a member or is entitled to appoint the members of the board of directors or of the bodies that legally represent the transmission system operator may exercise control or rights over a company that carries out the production or supply of natural gas. Transmission system operator personnel may not be transferred to companies that perform production or supply functions.
- (c) Enagás may not pursue, through the subsidiaries referred to in 31st Additional Provision of the LSH, activities other than the Technical Management of the System (Enagás GTS), the transmission of natural gas and the management of the transmission network (Enagás Transporte, SAU). Equally, these regulated subsidiaries may not acquire a shareholding in companies with a different corporate purpose.

Access to the transmission system

Circular 8/2019, of 12 December, which establishes the methodology and conditions of access and allocation of capacity in the natural gas system, has established new rules regarding said access and allocation of capacity for all infrastructures included in the gas system. The new regulation homogenises the capacity allocation methodology for all infrastructures (establishing market mechanisms in underground storage and interconnections with Europe and chronological allocation in the rest of infrastructures). With respect to regasification plants, these new rules define a new way of organisation, operation and management of the regasification plants, in which storage and regasification are treated together, as if they were a single plant, creating an LNG virtual storage point. The management of the virtual storage point is attributed to the Technical System Manager, for which provisions are made allowing it to evaluate the needs of the system and apply the measures it deems appropriate to do this task efficiently

Regarding access to infrastructures not included in the retribution system, RDL 13/2012 made a series of changes to Article 70 of the LSH, which regulates access to transmission facilities, with a dual purpose: i) to regulate access to the non-basic storage facilities included in the planning on an indicative basis; and ii) to establish cases for the grant of an exemption from the obligation to grant third-party access to new infrastructure or expansions of existing infrastructure.

The following rules apply to access to non-basic storage facilities:

- (a) Access shall be negotiated on the basis of transparent, objective and non-discriminatory criteria. Facilities shall be excluded from the natural gas remuneration system.

- (b) Owners of non-basic storage facilities shall submit to the CNMC’s method for allocating capacity at their facilities and calculating the charges so that the CNMC can verify that the above-mentioned criteria of transparency, objectiveness and non-discrimination are met.
- (c) The CNMC and the Ministry for Ecological Transition must also be notified of the main commercial conditions, services offered, contracts signed, list of prices for use of the facilities and any changes thereto, within a maximum period of three months.
- (d) In relation to third-party access to new infrastructure or expansions to existing infrastructure, an exemption may exceptionally be granted from the obligation to grant third-party access in relation to certain new infrastructure or to modifications to existing infrastructure that entail a significant increase in capacity or enable the development of new sources of gas supply where so required in light of their particular characteristics, provided that the infrastructure meets the following conditions:
 - (1) The investment must enhance competition in gas supply and the security of supply.
 - (2) The level of risk attached to the investment must be such that the investment would not take place unless an exemption was granted.
 - (3) The infrastructure shall be owned by an entity which is separate at least in terms of its legal form from the system operators in whose systems the infrastructure will be built.
 - (4) Charges must be levied on users of that infrastructure.
 - (5) The exemption must not be detrimental to competition or to the effective functioning of the EU internal market in natural gas, or to the efficient functioning of the regulated system to which the infrastructure is connected.

Halting procedures

Halting procedures relating to new regasification plants on the Spanish mainland

RDL 13/2012 sets out a transitional system for the authorisation procedures for new regasification plants on the Spanish mainland, with the key terms and conditions described below:

- (a) All procedures for the award and grant of permissions for new regasification plants on the Spanish mainland have been halted, including administrative authorisation, authorisation for construction, and the certificate for entry into service of facilities of this kind.
- (b) However, Royal Decree 335/2018, of 25 May, amending different Royal Decrees regulating the gas natural sector (*Real Decreto 335/2018, 25 de mayo, por el que se modifican diversos reales decretos que regulan el sector del gas natural*) (“**RD 335/2018**”), has lifted the halting of procedures in regasification plants on the Spanish mainland that are already constructed and pending to be granted with the certificate for entry into service (whose procedure was halted by virtue of RDL 13/2012).

Before entering such regasification plants into service, their owners have to apply for a report to be issued by the Ministry for Ecological Transition, stating that the facilities comply with the technical and economic conditions needed for the provision of the capacity service. Once the plant's owners are provided with a favourable report, may apply for the certificate for entry into service of the corresponding facilities.

- (c) *Transitional remuneration is available for (i) owners of regasification plants who, as of the date of entry into force of RDL 13/2012, had applied for the certificate for entry into service, and for whom the procedure for granting the certificate was consequently halted due to the publication of RDL 13/2012,*

and (ii) owners who, after receiving approval for their construction, decided to go ahead with the construction of the infrastructure and apply for the certificate for entry into service to be issued.

According to RD 335/2018, once the owners of such regasification plants are provided with the certificate for entry into force, they will cease to receive the transitional remuneration described above and, instead, the ordinary remuneration scheme foreseen in Law 18/2014 will be applicable to them. If the owners of such regasification plants are not provided with a favourable report from the Ministry for Ecological Transition, or are provided with a certificate for entry into service of only a part of their facilities, they will continue receiving the transitional remuneration in relation to the facilities (or part of them) which are not been put into service.

Enagás' Musel regasification plant is affected by the halting measure set forth by RDL 13/2012, as well as by the lift of the halting by virtue of RD 335/2018. Therefore, Enagás is currently entitled to apply for the report of technical and economic conditions to be issued by the Ministry for Ecological Transition and, once it receives such favourable report, to apply for the certificate for entry into force.

That notwithstanding, during the period in which Musel regasification plant has not been put into operation, Enagás has the right to receive a financial compensation to ensure the recovery of the financial costs associated with the delays, as well as a fee for the operation and maintenance costs necessary in order to maintain the plant so that it is ready to be brought into service. For 2021, this compensation has been provisionally established in Annex I.1 of CNMCs Resolution dated 11 February 2021 by means of which retribution for companies carrying out regulated activities is established.

Halting administrative permits for new transmission gas pipelines, and regulation and measurement stations

All of the relevant procedures for gas transmission pipelines and regulation and measurement stations are to be halted, in so far as they: (i) have yet to obtain or apply for an administrative permit; (ii) are included in the planning document for the electricity and gas industries for 2008-2016; and (iii) are not considered to be international commitments or economically profitable for the system due to increase in associated demand.

However, procedures for individual exceptional applications for these facilities may be resumed by decision of the Council of Ministers. For an application to be exceptional, it is necessary to prove that the failure to build the facility within three years will cause an imminent risk to the security of supply, or an adverse economic impact on the gas system, or that the construction of the facilities is of strategic importance to the country as a whole.

The halting of procedures for administrative permits for new gas transmission pipelines and regulation and measurement stations will not apply to:

- (a) gas pipelines used to supply their designated area of influence, provided that the developers of those pipelines evidence their economic profitability on the terms and conditions established in RDL 13/2012; and
- (b) the following infrastructure projects under international commitments that have already been adopted:
 - (i) Zarza de Tajo-Yela gas pipeline (infrastructure associated with the Larrau international connection) and
 - (ii) Euskadour compression station (infrastructure associated with the Irún/Biriatou international connection). Both infrastructure projects are already operational.

This measure affects the pipelines and regulation and measurement stations of the basic network included in the mandatory strategic plan, prior to administrative authorisation being given.

Establishment of the organised gas market

Before the enactment of Law 8/2015, the only market in place in Spain was the one made up of the bilateral agreements entered into by the different traders. However, by means of Law 8/2015, an organised secondary

market was created with the aims, among others, to introduce transparency in prices and to increase the level of competition in the sector, facilitating the entry of new traders. This organised natural gas market will cover the whole activity performed within the Iberian Peninsula including both the Spanish and Portuguese sides.

Law 8/2015, developed by Royal Decree 984/2015, of 30 October, ruling the Organised Gas Market and third-party access to facilities of the natural gas system (*Real Decreto 984/2015, de 30 de octubre, por el que se regula el mercado organizado de gas y el acceso de terceros a las instalaciones del sistema de gas natural*), assigned the principal functions of the Organised Gas Market Operator to Enagás' MIBGAS, S.A., establishing its functions and role within the gas sector.

Article 65 ter. of LSH, included as per Law 8/2015, entitled “Organised Gas Market Operator”, establishes that a company will act as an organised gas market operator and that its shareholders will be made up of any natural or legal persons, with the direct holdings in said company by the Technical System Managers of the Spanish and Portuguese gas systems equal to 20%. On 14 June 2016, in compliance with the stipulations of the said Article 65 ter. of LSH, the acquisition of 13.34% of MIBGAS, S.A. by Enagás GTS, S.A.U. became effective.

Regulatory framework developments

The main regulatory developments applicable to the gas sector are the following:

Supranational regulations

“**Directive (EU) 2018/844 of the European Parliament and of the Council of 30 May 2018**”, amending Directive 2010/31/EU on the energy performance of buildings and Directive 2012/27/EU on energy efficiency.

“**Regulation (EU) 2018/842 of the European Parliament and of the Council of 30 May 2018**”, on binding annual greenhouse gas emission reductions by Member States from 2021 to 2030 contributing to climate action to meet commitments under the Paris Agreement and amending Regulation (EU) 525/2013.

“**Directive (EU) 2018/410 of the European Parliament and of the Council of 14 March 2018**”, amending Directive 2003/87/EC to enhance cost-effective emission reductions and low-carbon investments, and Decision (EU) 2015/1814.

“**Commission Regulation (EU) 2018/208 of 12 February 2018**”, amending Regulation (EU) No 389/2013 establishing a Union Registry.

“**Commission Recommendation (EU) 2018/177 of 2 February 2018**”, on the elements to be included in the technical, legal and financial arrangements between Member States for the application of the solidarity mechanism under Article 13 of Regulation (EU) 2017/1938 of the European Parliament and of the Council concerning measures to safeguard the security of gas supply.

“**Commission Decision of 30 January 2018**”, setting up the Strategic Forum for Important Projects of Common European Interest.

“**Communication from the Commission to the European Parliament, the Council, the European Economic and Social Committee, and the Committee of the Regions, of 23 November 2017**”, on strengthening Europe's energy networks.

“**Commission Delegated Regulation (EU) 2018/540 of 23 November 2017**”, amending Regulation (EU) 347/2013 of the European Parliament and of the Council as regards the Union list of projects of common interest.

“**Regulation (EU) 2017/1938 of the European Parliament and of the Council of 25 October 2017**”, concerning measures to safeguard the security of gas supply and repealing Regulation (EU) No 994/2010.

“Commission Regulation (EU) 2017/459 of 16 March 2017”, establishing a network code on capacity allocation mechanisms in gas transmission systems and repealing Regulation (EU) No 984/2013.

“Commission Regulation (EU) 2017/460 of 16 March 2017”, establishing a network code on harmonised transmission tariff structures for gas.

“Regulation (EC) 715/2009 of the European Parliament and of the Council of 13 July 2009”, on conditions for access to the natural gas transmission networks.

Spanish regulations

General regulations

Order TEC/406/2019, of 9 April, establishing the guidelines in energy policy to Spanish Markets and Competition Commission.

Royal Decree-Law 1/2019, of 11 January, on urgent measures to adapt the powers of the Spanish Markets and Competition Commission to the requirements derived from the EU Law in relation to Directives 2009/72/EC and 2009/73/EC of the European Parliament and of the Council, of 13 July 2009, concerning common rules for the internal market in electricity and natural gas.

CNMC Communication 1/2019, which defines the ratios for assessing the debt level and the economical and financial capacity of regulated companies and the recommended values for these ratios.

CNMC Circular 2/2019 which establishes the methodology for calculating the financial remuneration rate for the activities of transportation and distribution of electric energy, and regasification, transportation and distribution of natural gas.

CNMC Circular 8/2019 which establishes the methodology and conditions of access and allocation of capacity in the natural gas system.

CNMC Circular 9/2019 which establishes the methodology to determine the remuneration of natural gas transportation facilities and liquefied natural gas plants.

CNMC Circular 1/2020 which establishes the remuneration methodology for the Technical Manager of the gas System.

CNMC Circular 2/2020 which sets out the natural gas balance rules.

CNMC Circular 6/2020, which sets out the methodology for calculating the tolls and royalties of the gas transmission and distribution networks and the liquefied natural gas plants.

CNMC Circular 8/2020, which sets out the standard unit costs for the investment and operation and maintenance of all transmission facilities and liquefied natural gas plants.

CNMC Circular 6/2021, of June 30, establishing the incentives for the Technical System Manager.

CNMC Circular 7/2021, of July 28, establishing the methodology for loss incentive remuneration.

CNMC Resolution, of September 22, establishing the tolls for the regasification, transmission and distribution of natural gas, from October 2020 to September 2021.

CNMC Resolution of February 11, establishing the remuneration for gas transmission, regasification and distribution companies for gas year 2021.

Royal Decree 1184/2020, of 29 December, which establishes the methodology to determine the remuneration of underground storages, for calculating the tolls of the underground storages and the charges not directly related with the use of natural gas infrastructures.

Royal Decree 335/2018, of 25 May, amending different Royal Decrees regulating the gas natural sector.

Royal Decree 235/2018, of 27 April, establishing calculation methods and information requirements in relation to the intensity of greenhouse gas emission from fuels and the energy in transport; amending Royal Decree 1597/2011, of 4 November, regulating the sustainability criteria of biofuels and bioliquids, the National System of Verification of Sustainability and the double value of certain biofuels for the purpose of computing them; and establishing an indicative target of sale or consumption of advanced biofuels.

Royal Decree 984/2015, of 30 October, ruling the organised gas market and third-party access to facilities of the natural gas system.

Law 8/2015, of 21 May, amending Law 34/1998, of 7 October, on the hydrocarbons sector, and regulating certain tax matters and non-tax matters related to exploration, investigation and exploitation of hydrocarbons.

Law 18/2014, of 15 October, approving urgent measures for the growth, the competitiveness and the efficiency.

Royal Decree-Law 13/2014, of 3 October, approving urgent measures concerning the gas system and the ownership of nuclear power plants.

Royal Decree-Law 8/2014, of 14 July, approving urgent measures for the growth, the competitiveness and the efficiency.

Law 15/2012, of 27 December, on tax measures for energy sustainability.

Royal Decree-Law 13/2012, of 30 March, transposing measures concerning domestic electricity and gas markets and electronic communications, and adopting measures to remedy deviations due to gaps between the costs and revenues of the electricity and gas industries.

Law 12/2011, of 27 May, on civil liability for nuclear damages or damages produced by radioactive materials.

Royal Decree-Law 6/2009, of 30 April, approving certain measures in the energy sector and establishing the social bond.

Law 12/2007, of 2 July, amending Law 34/1998, of 7 October, on the hydrocarbons sector, in order to adapt it to the provisions of Directive 2003/55/EC of the European Parliament and of the Council of 26 June 2003, concerning common rules for the internal market in natural gas.

Royal Decree 949/2001, of 3 August, which regulates third-party access to the gas facilities and determines an integrated economic system of the natural gas sector.

Royal Decree-Law 6/2000, of 23 June, on urgent measures to intensify competition in goods and services markets.

Law 34/1998, of 7 October, on the hydrocarbons sector.

Royal Decree-Law 7/1996, of 7 June, on urgent measures related to tax, promotion and liberalisation of the economic activity

Remuneration, tolls, and royalties

CNMC Resolution, of 11 February 2021, establishing the remuneration for transmission, LNG and distribution regulated gas activities for 2021.

Order TED/1286/2020, of 29 December 2019, establishing the remuneration for regulated underground storages and the tolls and royalties for third-party access to this gas storages for 2021.

CNMC Resolution, of 17 December 2020, establishing the remuneration of the Technical System Manager for 2021.

CNMC Resolution, of 22 September 2020, establishing the tolls and royalties for third-party access to gas transmission and distribution networks and to liquid natural gas plans from 1 October 2020 to 30 September 2021.

Order TEC/1259/2019, of 20 December 2019, establishing the tolls and royalties for third-party access to gas facilities and the remuneration for regulated underground storages for 2020.

CNMC Resolution, of 18 December 2019, establishing the remuneration for transmission, LNG and distribution regulated gas activities for 2020.

Order TEC/1367/2018, of 20 December 2019, establishing the tolls and royalties for third-party access to gas facilities and the remuneration for regulated gas sector activities for 2019.

Resolution of 21 December 2020, of the General Directorate for Energy Policy and Mines (*Dirección General de Política Energética y Minas*) (“DGPEM”), publishing the tariff of last resort for natural gas.

Resolution of 29 September 2020, of the General Directorate for Energy Policy and Mines (*Dirección General de Política Energética y Minas*) (“DGPEM”), publishing the tariff of last resort for natural gas.

Resolution of 21 June 2020, of the General Directorate for Energy Policy and Mines (*Dirección General de Política Energética y Minas*) (“DGPEM”), publishing the tariff of last resort for natural gas.

Resolution 23 December 2019 of the General Directorate for Energy Policy and Mines (*Dirección General de Política Energética y Minas*) (“DGPEM”), publishing the tariff of last resort for natural gas.

Resolution of 23 April 2018 of the DGPEM, establishing the valuation and settlement of balances of measurement differences in the natural gas distribution networks from 1 June 2012 to 31 December 2013.

Order TED/1022/2021, of September 27 establishing the settlement procedure for gas regulated activities.

Order ETU/1283/2017, of 22 December, establishing the tolls and royalties for third-party access to gas facilities and remuneration for regulated gas sector activities for 2018.

CNMC Resolution of 20 April 2017, modifying Appendix IV “instructions for filling out forms” of Circular 1/2015, of 22 July, of the CNMC, on the regulatory information regarding costs for regulated transmission, regasification, storage, and technical system management activities for natural gas, as well as transmission and operation of the electricity system.

Correction of errors, of 18 January 2017, of Order ETU/1977/2016, of 23 December, establishing the tolls and royalties for third-party access to gas facilities and the remuneration for regulated gas sector activities for 2017.

Order ETU/1977/2016, of 23 December, establishing the tolls and royalties for third-party access to gas facilities and the remuneration for regulated gas sector activities for 2017.

Order IET/2736/2015, of 17 December, establishing the tolls and royalties for third-party access to gas facilities and remuneration for regulated gas sector activities for 2016.

Order IET/389/2015, of 5 March, updating the system of automatic determination of the maximum sale prices, before taxes, of packaged liquefied petroleum gases, and amending the system for the automatic determination of sale tariffs, before taxes, of pipeline liquefied petroleum gases.

Order IET/2805/2012, of 27 December, amending Order ITC/3995/2006, of 29 December, determining the remuneration for basic underground natural gas storages.

Order IET/3587/2011, of 30 December, establishing the tolls and royalties for third-party access to gas facilities and remuneration for regulated gas sector activities.

Royal Decree 326/2008, of 29 February, establishing the remuneration for the transmission of natural gas for facilities put into service after 1 January 2008.

Order ITC/3995/2006, of 29 December, determining the remuneration for basic underground natural gas storages.

Order ITC/3994/2006, of 29 December, determining the remuneration for regasification activity in the gas industry.

Order ITC/3993/2006, of 29 December, determining the remuneration for certain regulated activities in the gas industry.

Order ECO/31/2004, of 15 January, determining the remuneration for regulated activities in the natural gas sector.

Order ECO/2692/2002, of 28 October, regulating the settlement procedure related to the remuneration for the regulated activities of the natural gas sector and the quotas with specific destinations, and establishing the information system that companies must present.

Operation of the System

Resolution of 26 September 2021 of the DGPEM, approving the Winter plan for operating the gas system.

Circular 9/2021, of December 15 of the CNMC amending Circular 8/2019, of December 12, establishing the access and capacity allocation mechanisms to be applied in the natural gas system.

Resolution of 25 January 2021 of the DGEPM, establishing the assigned and available capacity for basic underground storage of natural gas for the period from 1 April 2021 to 31 March 2022.

Resolution of 13 February 2020 of the DGEPM, establishing the assigned and available capacity for basic underground storage of natural gas for the period from 1 April 2020 to 31 March 2021.

Resolution of 18 January 2018 of the CNMC, approving the framework agreement for access to the transmission and distribution system of Enagás Transporte, S.A.U. through international connections by gas pipeline to Europe.

Order ETU/1311/2017, of 27 December, approving the quotas of the Corporation of Strategic Reservations of Oil Products corresponding to the year 2018.

Circular 3/2017, of 22 November, of the CNMC, relating to the assignment mechanisms with respect to capacity in the international natural gas connections to Europe.

Resolution of the DGEPM of 5 April 2017, establishing the parameters for auctioning capacity in basic storage facilities.

Resolution of 30 March 2017, of the Secretariat of Energy, establishing the procedure for awarding capacity in basic underground storage facilities, as well as injection and extraction rights.

Resolution of 15 March 2017, of the DGEPM, establishing operating gas volume and the volume of gas required for minimum levels in gas pipelines and basic underground storage facilities for the period 2017-2018.

Resolution of 30 January 2017 of the DGEPM, establishing the assigned and available capacity for basic underground storage of natural gas for the period from 1 April 2017 to 31 March 2018.

Resolution of 22 December 2017 of the DGEPM, approving the award of the voluntary market making service in the organised natural gas market during the first half of 2018 to “ENGIE ESPAÑA S.L.U.” (not published in the BOE).

Resolution of 6 July 2017 of the DGEPM, approving the award of the role of market maker in the organised gas market to AXPO IBERIA S.L. during the second half of 2017 (not published in the BOE).

Resolution of 20 January 2017 of the DGEPM, approving the award of the role of market maker in the organised natural gas market to “GUNVOR INTERNATIONAL B.V. AMSTERDAM, GENEVA BRAND.”

Resolution of 11 December 2017 of the State Secretariat for Energy (SEE), establishing the conditions for the rendering of obligatory market making services by the dominant operators in the natural gas market.

Resolution of 14 November 2017 of the SEE, publishing the Resolution of the Council of Ministers of 10 November 2017, establishing the obligation to present purchase and sales offers to the dominant natural gas market operators.

Resolution of 27 November 2017 of the DGEPM, approving the Winter Action Plan for operation of the gas system.

Resolution of 21 July 2017 of the DGEPM, partially modifying the appendix to the Resolution of 3 May 2010, approving the models for statements of responsibility and communication of initiation of the various marketing activities in the hydrocarbons sector.

Resolution of 5 July 2017 of the DGEPM, updating and publishing the Preventive Action Plan and the Emergency Plan of the Spanish gas system.

Resolution of 16 June 2017 of the DGEPM, modifying Resolution of 25 July 2006, by virtue of which the conditions for assigning and the procedure applied for the halting of the gas system are regulated.

Circular 2/2015, of 22 July, of the CNMC, establishing the balancing rules in the transmission network of the natural gas system.

Royal Decree 919/2006, of 28 July, approving the technical regulations for the distribution and use of gaseous fuels and their supplementary technical instructions ICG 01 to 11.

Order ITC/3126/2005, of 5 October, approving the technical rules for the management of the natural gas system.

Royal Decree 1716/2004, of 14 July, which regulates the obligation to maintain minimum safety stocks and to diversify natural gas supplies and the corporation for strategic reserves of petroleum products.

Royal Decree 1434/2002, of 27 December, which regulates the transmission, distribution, wholesaling and supply activities and the authorisation procedures of natural gas facilities.

Certain Financial Information in respect of Enagás

The financial information disclosed by Enagás contains figures and measurements prepared in line with applicable accounting legislation, in addition to a series of measurements prepared in accordance with established reporting standards and developed internally, known as Alternative Performance Measures (“APMs”).

These APMs are considered to be adjusted figures compared to those disclosed under International Financial Reporting Standards as adopted in the EU (IFRS-EU), which constitute the applicable accounting framework

for the Group's consolidated financial statements and should therefore be considered as supplementary yet not replacements thereof.

APMs are important for financial information users because they are the measures that Enagás' management employs to assess financial performance, cash flows and financial position for Group operational or strategic decision-making. These APMs are consistent with the main indicators used by the investment and analyst community in capital markets.

TAXATION AND DISCLOSURE OF INFORMATION IN CONNECTION WITH THE NOTES

Spanish Tax Considerations

Introduction

The following summary describes the main Spanish tax implications arising in connection with the acquisition and holding of the Notes, Coupons or Talons by individuals or entities who are the beneficial owners of the Notes (for the purposes of this section, “**Noteholders**” and each a “**Noteholder**”). The information provided below does not purport to be a complete analysis of the tax law and practice currently applicable in Spain and does not purport to address the tax consequences applicable to all categories of investors, some of which may be subject to special rules.

All the tax consequences described in this section are based on the general assumption that the Notes are initially registered for clearance and settlement in Euroclear and Clearstream, Luxembourg.

Prospective purchasers of the Notes, Coupons or Talons should consult their own tax advisors as to the tax consequences, including those under the tax laws of the country of which they are resident, of purchasing, owning and disposing of Notes, Coupons or Talons. It does not consider every aspect of taxation that may be relevant to a particular holder of Notes under special circumstances or who is subject to special treatment under applicable law or to the special tax regimes applicable in the Basque Country and Navarra (*Territorios Forales*).

The summary set out below is based upon Spanish law as in effect on the date of this Base Prospectus and is subject to any change in such law that may take effect after such date, including changes with retroactive effect. Where in this summary English terms and expressions are used to refer to Spanish concepts, the meaning to be attributed to such terms and expressions shall be the meaning to be attributed to the equivalent Spanish concepts under Spanish tax law. This summary assumes that each transaction with respect to the Notes is at arm's length.

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

- (a) of general application, Additional Provision One of Law 10/2014 of 26 June (“**Law 10/2014**”), on organisation, supervision and solvency of credit institutions, as well as 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**”);
- (b) for individuals resident for tax purposes in Spain who are Personal Income Tax (“**PIT**”) tax payers, 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, Law 19/1991, of 6 June on Wealth Tax (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 (the “**CIT Law**”) and Royal Decree 634/2015, of 10 July promulgating the Corporate Income Tax Regulations (the “**CIT Regulations**”), as amended; 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, as amended and Royal Decree 1776/2004, of 30 July, promulgating

the NRIT Regulations, as amended. In addition, Law 19/1991, of 6 June 1991 on Wealth Tax as amended and Law 29/1987, of 18 December 1987 on Inheritance and Gift Tax, 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.

Whatever the nature and residence of the Noteholder, the acquisition and transfer of Notes will be exempt from indirect taxes in Spain, i.e., 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.

Individuals with Tax Residence in Spain

Personal Income Tax (Impuesto sobre la Renta de las Personas Físicas)

Both interest payments periodically received and income derived from the transfer, redemption or exchange of the Notes constitute a return on investment obtained from the transfer of a person's own capital to third parties in accordance with the provisions of Section 25 of the PIT Law, and therefore must be included in the investor's PIT savings taxable base pursuant to the provisions of the aforementioned law and taxed at the tax rate applicable from time to time, currently at the rate of 19 per cent. for taxable income up to €6,000.00, 21 per cent. for taxable income between €6,000.01 and €50,000.00, 23 per cent. for taxable income between €50,000.01 and €200,000.00, and 26 per cent. for taxable income exceeding €200,000.00.

As a general rule, both types of income are subject to a withholding tax on account at the rate of 19 per cent. However, the Issuer considers that, according to Royal Decree 1065/2007, it is not obliged to withhold any tax amount provided that the simplified information procedures (which do not require identification of the Noteholders) described in “Disclosure of Information in Connection with the Notes” below are complied with by the Paying Agent.

Notwithstanding the above, withholding tax at the applicable rate of 19 per cent. may have to be deducted by other entities (such as depositaries, institutions or financial entities), provided that such entities are resident for tax purposes in Spain or have a permanent establishment in Spanish territory.

However, regarding the implementation of Royal Decree 1065/2007, please refer to “Risk Factors – Risks Related to the Issuer and the Guarantor – Risks related to the Spanish Withholding Tax”.

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

Wealth Tax (Impuesto sobre el Patrimonio)

Individual Holders with tax residence in Spain are subject to Spanish Wealth Tax (*Impuesto sobre el Patrimonio*) on all their assets (such as the Notes) owned every 31 December irrespective of where the assets are located.

Wealth Tax Law exempts from taxation the first €700,000 of net wealth owned by an individual Spanish Noteholder. Some additional exemptions may apply on specific assets; those exemptions do not generally apply to the Notes; the rest of the net wealth is taxed at rates ranging between 0.2 per cent. to 3.5 per cent. However, this taxation may vary depending on the Spanish autonomous community of residence of the corresponding Noteholder.

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 Spanish Inheritance and Gift Tax in accordance with the applicable Spanish regional and State rules. The applicable tax rates currently range between 0 per cent. and 81.6 per cent. depending on relevant factors. However, this taxation may vary depending on the Spanish autonomous community of residence of the corresponding Noteholder.

Legal Entities with Tax Residence in Spain

Corporate Income Tax (Impuesto sobre Sociedades)

Both interest periodically received and income deriving from the transfer, redemption or repayment of the Notes constitute a return on investments for tax purposes obtained from the transfer to third parties of own capital and must be included in the profit and taxable income of legal entities with tax residency in Spain for corporation tax purposes in accordance with the CIT rules. The current general tax rate according to CIT Law is 25 per cent.

Pursuant to Section 61.s of the CIT Regulations, there is no obligation to make a withholding on income obtained by taxpayers subject to Spanish CIT (which for the avoidance of doubt, include Spanish tax resident investment funds and Spanish tax resident pension funds) from financial assets traded on organised markets in OECD countries. However, in the case of Notes held by a Spanish resident entity and deposited with a Spanish resident entity acting as depositary or custodian, payments of interest and income deriving from the transfer may be subject to withholding tax at the current rate of 19 per cent. Such withholding may 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 (that is, placement of the Notes outside of Spain in another OECD country and admission to listing of the Notes on an organised market in an OECD country other than Spain).

According to Royal Decree 1065/2007, in the case of listed debt instruments issued under Law 10/2014 and initially registered in a foreign clearing and settlement entity that is recognised under Spanish regulations or under those of another OECD member state (such as the Notes issued by the Issuer), interest paid to investors should be paid free of Spanish withholding tax. Thus, the Issuer will pay the whole amount, provided that the simplified information procedures as described in “—Disclosure of Information in Connection with the Notes” below are complied with. However, regarding the interpretation of Royal Decree 1065/2007 please refer to “Risk Factors – Risks Related to the Issuer and the Guarantor — Risks related to the Spanish Withholding Tax”.

Notwithstanding the above, amounts withheld, if any, may be credited by the relevant investors against its final CIT liability.

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 Spanish Inheritance and Gift Tax but must include the market value of the acquired Notes in their taxable income for Spanish CIT purposes.

Net Wealth Tax (Impuesto sobre el Patrimonio)

Legal entities resident in Spain for tax purposes are not subject to Net Wealth Tax.

Individuals and Legal Entities with no Tax Residence in Spain

Non-Resident Income Tax (Impuesto sobre la Renta de no Residentes) — Non-resident investors acting through a permanent establishment in Spain.

Ownership of the Notes by investors who are not resident for tax purposes in Spain will not in itself create the existence of a permanent establishment in Spain.

If the Notes form part of the assets of a permanent establishment in Spain of a person or legal entity who is not resident in Spain for tax purposes, the tax rules applicable to income deriving from such Notes are, generally, the same as those previously set out for Spanish CIT taxpayers. See “— Legal Entities with Tax Residence in Spain — Corporate Income Tax (*Impuesto sobre Sociedades*).”

Non-Resident Income Tax (Impuesto sobre la Renta de no Residentes) — Non-Spanish tax resident investors not acting through a permanent establishment in Spain.

Both interest payments periodically received and income derived from the transfer, redemption or reimbursement of the Notes obtained by individuals or entities who are not resident in Spain for tax purposes and do not act, with respect to the Notes, through a permanent establishment in Spain, are exempt from NRIT.

In order for such exemption to apply, it is necessary to comply with the information procedures described in “Disclosure of Information in Connection with the Notes” as set out in section 44 of Royal Decree 1065/2007. In this regard, Spanish issuers, including in this case the Issuer, will not be obliged to withhold provided that the mentioned information procedures are complied with.

Inheritance and Gift Tax (Impuesto sobre Sucesiones y Donaciones)

Individuals who do not have tax residency in Spain and who acquire ownership or other rights over the Notes by inheritance, gift or legacy will not be subject to Inheritance and Gift Tax in Spain if the country in which such individual resides has entered into a double tax treaty with Spain in relation to Inheritance and Gift Tax unless otherwise provided under that double tax treaty. In such case, the individual will be subject to the relevant double tax treaty. In the absence of such treaty between the individual’s country of residence and Spain, the individual will be subject to Inheritance and Gift tax in accordance with the applicable regional and state legislation.

If no treaty for the avoidance of double taxation in relation to Inheritance and Gift Tax (“IGT”) applies, applicable IGT rates would range between 0 per cent. and 81.6 per cent., depending on relevant factors.

Generally, non-Spanish tax resident individuals are subject to the Spanish IGT according to the rules set forth in the Spanish state level or relevant autonomous region law. As such, prospective investors should consult their tax advisers.

Non-resident legal entities which acquire ownership or other rights over the Notes by inheritance, gift or legacy are not subject to Inheritance and Gift Tax. They will be subject to Non-Resident Income Tax, if applicable. If the entity is resident in a country with which Spain has entered into a double tax treaty, the provisions of the treaty will apply. In general, tax treaties provide for the taxation of this type of income in the country of residence of the beneficiary.

Net Wealth Tax (Impuesto sobre el Patrimonio)

Individuals resident in a country with which Spain has entered into a double tax treaty in relation to Wealth Tax would generally not be subject to such tax. Otherwise, individuals who do not have tax residency in Spain are subject to Spanish Wealth Tax which imposes a tax on property and rights in excess of €700,000 that are located in Spain, or can be exercised within the Spanish territory, on the last day of any year (such as the Notes). Individuals whose net worth is above €700,000 and who hold Notes on the last day of any year would therefore be subject to Spanish Wealth Tax for such year at marginal rates varying between 0.2 per cent. and 3.5 per cent. of the value of the Notes.

However, non-Spanish tax resident individuals will be exempt from Wealth Tax in respect of the Notes whose income is exempt from NRIT as described above.

Non-Spanish tax resident individuals may apply the rules approved by the autonomous region where the assets and rights with more value are situated. As such, prospective investors should consult their tax advisers.

Non-Spanish resident legal entities are not subject to Wealth Tax.

Disclosure of Information in Connection with the Notes

In accordance with Section 5 of Article 44 of Royal Decree 1065/2007, and provided that the Notes issued by the Issuer are initially registered for clearance and settlement in Euroclear and Clearstream, Luxembourg, the Paying Agent should provide the Issuer with a declaration, a form of which is included in the Agency Agreement which should include the following information:

- (a) Description of the Notes;
- (b) Payment date;
- (c) Total amount of income derived from the Notes;
- (d) Total amount of income allocated to each non-Spanish clearing and settlement entity involved.

For these purposes “income” means interest and the difference if any, between the aggregate redemption price paid upon the redemption of the Notes and the issue price of the Notes.

According to section 6 of Article 44 of Royal Decree 1065/2007, the relevant declaration will have to be provided to the Issuer as at the business day immediately prior to each interest payment date. If this requirement is complied with, the Issuer will pay gross (without deduction of any withholding tax) all interest under the Notes to all Noteholders (irrespective of whether they are tax resident in Spain).

In the event that the Paying Agent designated by the Issuer were to fail to provide the information detailed above, according to section 7 of Article 44 of Royal Decree 1065/2007, the Issuer (or the Paying Agent acting on instructions from the Issuer) would be required to withhold tax from the relevant interest payments at the general withholding tax rate (currently, 19 per cent.). If on or before the 10th day of the month following the month in which the interest is payable, the Paying Agent designated by the Issuer were to submit such information, the Issuer (or the Paying Agent acting on instructions from the Issuer) would refund the total amount of taxes withheld.

Notwithstanding the foregoing, the Issuer has agreed that in the event that withholding tax were required by law, the Issuer, failing which the Guarantor, would pay such additional amounts as will result in receipt by the Noteholders of such amounts as would have been received by them had no such withholding or deduction, except as provided in “Terms and Conditions of the Notes - Taxation”.

Regarding the interpretation of Royal Decree 1065/2007, please refer to “Risk Factors – Risks Related to the Issuer and the Guarantor — Risks related to the Spanish Withholding Tax”.

Payments under the Guarantee

On the basis that payments of principal and interest made by the Guarantor under the Guarantee are characterised as an indemnity under Spanish law, such payments may be made free of withholding or deduction on account of any Spanish tax. However, although there is no precedent or regulation on the matter, if the Spanish tax authorities take the view that the Guarantor has effectively assumed the obligations of the Issuer under the Notes (whether contractually or by any other means), the Spanish tax authorities may determine that payments made by the Enagás as Guarantor, relating to interest on the Notes, will be subject to the same tax rules set out above for payments made by the Issuer.

Disclosure of Noteholder Information in Connection with the Redemption or Repayment of Zero Coupon Notes

In accordance with Article 44 of Royal Decree 1065/2007, in the case of Zero Coupon Notes with a maturity of 12 months or less, the information obligations established in Section 44 (see “– Disclosure of Information in Connection with the Notes” above) will have to be complied with upon the redemption or repayment of the Zero Coupon Notes.

If the Spanish tax authorities consider that such information obligations must also be complied with for Zero Coupon Notes with a longer term than 12 months, the Issuer will, prior to the redemption or repayment of such Notes, adopt the necessary measures with the Clearing Systems in order to ensure its compliance with such information obligations as may be required by the Spanish tax authorities from time to time.

The Proposed Financial Transactions Tax (FTT)

On 14 February 2013, the European Commission published a proposal (the “**Commission’s Proposal**”) for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the “**participating Member States**”). However, Estonia has since stated that it will not participate.

The Commission's proposal has very broad scope and could, if introduced, apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances. The issuance and subscription of Notes should, however, be exempt.

Under the Commission’s Proposal the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Notes where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, “established” in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

However, the Commission’s Proposal remains subject to negotiation between the participating Member States and the scope of any such tax is uncertain. Similarly, the timing of the enactment of the Commission’s Proposal, if at all, as well as the number of Member States who may elect to participate, is uncertain to date. Additional EU Member States may decide to participate. Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

On 16 October 2020, the Spanish Parliament approved the Law 5/2020, of 15 October, on the Tax on Financial Transactions (“**Spanish FTT Law**”) introducing the Spanish Financial Transaction Tax (“**Spanish FTT**”) that has entered into force on 16 January 2021. However, the Spanish Council of Minister stated that Spain would continue to participate in the enhanced co-operation for the approval of the EU FTT and, if finally approved, Spain would adapt the Spanish FTT to align it with the EU FTT.

The Spanish FTT is aligned with the French and Italian financial transactions tax. Specifically, the Spanish FTT is an indirect tax levied at a tax rate of 0.2 per cent. on the acquisitions for consideration of shares issued by Spanish companies regardless of the residency of the parties involved in the transaction, or of the jurisdiction where the shares are traded, provided that they comply with the following conditions: (i) the shares should be admitted to trading on a regulated market under Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments (or in a foreign market declared equivalent by the European Commission), and (ii) the stock market capitalization value of the company should exceed €1,000,000,000. The Spanish FTT will be payable on a monthly basis.

However, according to the Spanish FTT Law, the Spanish FTT should not apply in relation to an issue of Notes under the Programme.

Foreign Account Tax Compliance Act

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 pass thru 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, and Notes characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining foreign passthru payments are filed with the U.S. Federal Register generally would be “grandfathered” for purposes of FATCA withholding unless materially modified after such date. Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Notes. 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.

SUBSCRIPTION AND SALE

Summary of Dealer Agreement

Subject to the terms and on the conditions contained in an amended and restated dealer agreement dated 27 May 2022 (the “**Dealer Agreement**”) between the Issuer, the Guarantor, the Permanent Dealers and the Arranger, the Notes will be offered on a continuous basis by the Issuer to the Permanent Dealers. However, the Issuer has reserved the right to sell Notes directly on its own behalf to Dealers that are not Permanent Dealers. The Notes may be resold at prevailing market prices, or at prices related thereto, at the time of such resale, as determined by the relevant Dealer. The Notes may also be sold by the Issuer through the Dealers, acting as agents of the Issuer. The Dealer Agreement also provides for Notes to be issued in syndicated Tranches that are jointly and severally underwritten by two or more Dealers.

The Issuer will pay each relevant Dealer a commission as agreed between them in respect of Notes subscribed by it. The Issuer has agreed to reimburse the Arranger for all expenses incurred in connection with the update of the Programme and the Dealers for certain of their activities in connection with the Programme.

The Issuer has agreed to indemnify the Dealers against certain liabilities in connection with the offer and sale of the Notes. The Dealer Agreement entitles the Dealers to terminate any agreement that they make to subscribe Notes in certain circumstances prior to payment for such Notes being made to the Issuer.

Selling Restrictions

United States

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 or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Notes having a maturity of more than one year are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended, and regulations thereunder.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to agree, that except as permitted by the Dealer Agreement, it has not offered, sold or delivered and will not offer, sell or deliver the Notes (i) as part of their distribution at any time or (ii) otherwise until 40 days after completion of the distribution of an identifiable Tranche of which such Notes are a part, as determined and certified to the Fiscal Agent by such Dealer (or, in the case of an identifiable Tranche sold to or through more than one Dealer, by each of such Dealers with respect to Notes of an identifiable Tranche purchased by or through it, in which case the Fiscal Agent shall notify such Dealer when all such Dealers have so certified), within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each Dealer to which it sells Notes during the distribution compliance period a confirmation or other notice setting out the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons.

In addition, until 40 days after the commencement of the offering of any identifiable Tranche, an offer or sale of Notes within the United States by any Dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

Prohibition of Sales to EEA Retail Investors

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision, the expression “retail investor” means a person who is one (or more) of the following:

- (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
- (ii) a customer within the meaning of the Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

United Kingdom

Prohibition of sales to UK Retail Investors

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the United Kingdom.

For the purposes of this provision, the expression “retail investor” means a person who is one (or more) of the following:

- (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No. 2017/565 as it forms part of UK domestic law by virtue of the EUWA; or
- (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No. 600/2014 as it forms part of UK domestic law by virtue of the EUWA.

Other UK regulatory restrictions

Each Dealer has represented and agreed that:

- (i) in relation to any Notes which have a maturity of less than one year, (a) 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 (b) 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 FSMA by the Issuer;
- (ii) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer or the Guarantor; and
- (iii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Spain

Neither the Notes nor this Base Prospectus has been approved or registered in the administrative registries of the Spanish Securities Markets Commission (*Comisión Nacional del Mercado de Valores*). Accordingly, the Notes may not be offered, sold, distributed or re-sold in Spain except (i) to professional clients (*clientes profesionales*) as defined in Article 205 of the Restated Spanish Securities Market Act approved by Royal Legislative Decree 4/2015, of 23 October 2015 (*Real Decreto Legislativo 4/2015, de 23 de octubre, por el que se aprueba el texto refundido de la Ley del Mercado de Valores*, the “**Spanish Securities Market Law**”) and Article 58 of Royal Decree 217/2008, of 15 February 2008 (*Real Decreto 217/2008, de 15 de febrero, sobre el régimen jurídico de las empresas de servicios de inversión y de las demás entidades que prestan servicios de inversión y por el que se modifica parcialmente el Reglamento de la Ley 35/2003, de 4 de noviembre, de Instituciones de Inversión Colectiva, aprobado por el Real Decreto 1309/2005, de 4 de noviembre*, the “**Royal Decree 217/2008**”), and eligible counterparties (*contrapartes elegibles*) as defined in Article 207 of the Spanish Securities Market Law, and in accordance with the provisions of the Spanish Securities Market Law and further developing legislation; and (ii) by institutions authorised to provide investment services in Spain under the Spanish Securities Market Law and Royal Decree 217/2008.

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 “**Financial Instruments and Exchange Act**”). Accordingly, each Dealer has represented and agreed that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, a 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 re-sale, directly or indirectly, in Japan or to, or for the benefit of, any resident in Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and other relevant laws and regulations of Japan.

Italy

The offering of the Notes has not been registered with the Commissione Nazionale per le Società e la Borsa (“**CONSOB**”) pursuant to Italian securities legislation and, 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 offered, sold or delivered, and will not offer, sell or deliver any Notes in the Republic of Italy (“**Italy**”) and that copies of the Prospectus or of any other document relating to the offering of any Notes have not and will not be distributed in Italy, except:

- (i) to qualified investors (*investitori qualificati*) as defined pursuant to the Prospectus Regulation; or
- (ii) in any other circumstances which are exempted from the rules on public offerings pursuant to Article 1 of the Prospectus Regulation and/or, to the extent applicable, Article 100 of the Legislative Decree no. 58 of 24 February 1998 (the “**Financial Services Act**”), Article 34-ter of CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time, and the Italian laws.

Moreover, and subject to the foregoing, any offer, sale or delivery of the Notes or distribution of copies of the Prospectus or any other document relating to the offering of the Notes in Italy under (i) or (ii) above must be:

- (i) made by an investment firm, bank or financial intermediary permitted to conduct such activities in Italy in accordance with the Financial Services Act, Legislative Decree No. 385 of 1 September 1993, as amended (the “**Banking Act**”) and CONSOB Regulation no. 20307 of 15 February 2018, as amended; and
- (ii) in compliance with any other applicable laws and regulations or requirements imposed by CONSOB, the Bank of Italy (including the reporting requirements, where applicable, pursuant to Article 129 of the

Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time), and/or any other Italian authority.

Hong Kong

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

- (i) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes, except for Notes which are a “structured product” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the “SFO”), other than (a) to “professional investors” as defined in the SFO and any rules made under the SFO; or (b) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the “C(WUMP)O”) or which do not constitute an offer to the public within the meaning of the C(WUMP)O; and
- (ii) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the SFO and any rules made under the SFO.

People’s Republic of China

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the Notes are not being offered or sold and may not be offered or sold, directly or indirectly, in the PRC except as permitted by applicable laws of the PRC.

General

These selling restrictions may be modified by the agreement of the Issuer, the Guarantor and the Dealers following a change in a relevant law, regulation or directive. Any such modification will be set out in the Final Terms issued in respect of the issue of Notes to which it relates or in a supplement to this Base Prospectus.

No representation is made that any action has been taken in any jurisdiction that would permit a public offering of any of the Notes, or possession or distribution of the Prospectus or any other offering material or any Final Terms, in any country or jurisdiction where action for that purpose is required.

Each Dealer has agreed that it shall, to the best of its knowledge, comply with all relevant laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Notes or has in its possession or distributes the Prospectus, any other offering material or any Final Terms therefore in all cases at its own expense.

FORM OF FINAL TERMS

The form of Final Terms that will be issued in respect of each Tranche, subject only to the deletion of non-applicable provisions, is set out below:

PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“**EEA**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); or (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the “**EU PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.

[MiFID II product governance / Professional investors and ECPs only target market – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels.]

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

[UK MiFIR product governance / Professional investors and ECPs only target market – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook (“**COBS**”), and professional clients, as defined in Regulation (EU) No. 600/2014 as it forms part of UK domestic law by virtue of the [European Union (Withdrawal) Act 2018][EUWA] (“**UK MiFIR**”); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the “**UK MiFIR Product Governance Rules**”) is responsible for undertaking its own target market assessment in respect of

the Notes (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels.]

Final Terms dated [●]

Enagás Financiaciones, S.A.U.

(Incorporated with limited liability in the Kingdom of Spain)

(LEI: 213800H2FQSU5E19V152)

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

Guaranteed by

Enagás, S.A.

(Incorporated with limited liability in the Kingdom of Spain)

(LEI: 213800OU3FQKGM4M2U23)

under the **€4,000,000,000**

Euro Medium Term Note Programme

PART A – CONTRACTUAL TERMS

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Prospectus dated 27 May 2022 [and the Prospectus supplement dated [●]] which [together] constitute[s] a base prospectus for the purposes of Regulation (EU) 2017/1129 (as amended, the “**Prospectus Regulation**”). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8 of the Prospectus Regulation and must be read in conjunction with such Prospectus [as so supplemented]. Full information on the Issuer, the Guarantor and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Prospectus [as so supplemented]. The Prospectus [and/,] the Final Terms [and the Prospectus supplement] [have] been published on the website of the Luxembourg Stock Exchange at www.bourse.lu and [are] available for viewing during normal business hours at Paseo de los Olmos, 19, 28005 Madrid, Spain (being the registered office of the Issuer and the Guarantor).]

(The following alternative language applies if the first tranche of an issue which is being increased was issued under a Prospectus with an earlier date.)

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “**Conditions**”) contained in the Agency Agreement dated [13 May 2014/18 May 2015/11 May 2016/11 May 2020] and set forth in the Prospectus dated [13 May 2014/18 May 2015/11 May 2016/11 May 2020]. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8 of Regulation (EU) 2017/1129 (as amended, the “**Prospectus Regulation**”) and must be read in conjunction with the Prospectus dated 27 May 2022 [and the Prospectus supplement dated [●]], which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation, save in respect of the Conditions which are extracted from the Prospectus dated [13 May 2014/18 May 2015/11 May 2016/11 May 2020] and incorporated by reference into the Prospectus dated 27 May 2022. Full information on the Issuer, the Guarantor and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Prospectuses dated [13 May 2014/18 May 2015/11 May 2016/11 May 2020] [and the Prospectuses supplements dated [●] and [●]]. The Prospectuses [and/,] the Final Terms [and the Prospectuses supplements] [have] been published on the website of the Luxembourg Stock Exchange at www.bourse.lu and [are]

available for viewing during normal business hours at Paseo de los Olmos, 19, 28005 Madrid, Spain (being the registered office of the Issuer and the Guarantor).]

(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 sub-paragraphs. Italics denote guidance for completing the Final Terms.)

- | | | |
|---|--|---|
| 1 | (i) Series Number: | [●] |
| | (ii) Tranche Number: | [●] |
| | (iii) Date on which the Notes become fungible: | [Not Applicable/The Notes shall be consolidated, form a single series and be interchangeable for trading purposes with the existing notes with Series number [●] on <i>[insert date/the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 21 below</i> [which is expected to occur on or about <i>[insert date]]</i>].] |
| 2 | Specified Currency or Currencies: | [●] |
| 3 | Aggregate Nominal Amount of Notes: | [●] |
| | (i) Series: | [●] |
| | (ii) Tranche: | [●] |
| 4 | Issue Price: | [●] per cent. of the Aggregate Nominal Amount [plus [●] corresponding to the accrued interest for the period commencing on, and including [●] to, but excluding the Issue Date.] |
| 5 | (i) Specified Denominations: | [●] |
| | (ii) Calculation Amount: | [●] |
| 6 | (i) Issue Date: | [●] |
| | (ii) Interest Commencement Date | [[●]]/[Issue Date]/[Not Applicable] |
| | (iii) Trade Date | [●] |
| 7 | Maturity Date: | [[●]]/[Interest Payment Date falling in or nearest [●]] |
| 8 | Interest Basis: | [[●] per cent. Fixed Rate (see item 14 below)]
[[●] month [SONIA]/[EURIBOR] +/- [●] per cent. Floating Rate (see item 15 below)] |

[Zero Coupon (see item 16 below)]

- 9 Redemption/Payment Basis: Subject to any purchase and calculation or early redemption, the Notes will be redeemed on the Maturity Date at [●] [100] per cent. of their nominal amount.
- 10 Change of Interest Basis: [Applicable]/[Not Applicable]
- 11 Put/Call Options: [Put Option]
[Issuer Call]
[Residual Maturity Call Option]
[Substantial Purchase Event]
[Not Applicable]
- 12 Date Board approval for issuance of Notes and Guarantee obtained: [●] [and [●], respectively]

(N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes or related Guarantee)
- 13 Method of distribution: [Syndicated/Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

- 14 Fixed Rate Note Provisions: [Applicable]/[Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Rate[(s)] of Interest: [●] per cent. per annum [payable [annually/semi-annually/quarterly/monthly/other (*specify*)] in arrear]
- (ii) Interest Payment Date(s): [●] in each year [adjusted in accordance with [●] (*specify Business Day Convention and any applicable Business Centre(s) for the definition of "Business Day"*)/not adjusted]
- (iii) Fixed Coupon Amount[(s)]: [[●] per Calculation Amount]/[Each Fixed Coupon Amount shall be calculated by multiplying the product of the Rate of Interest and the Calculation Amount by the Day Count Fraction and rounding the resultant figure to the nearest CNY0.01, CNY0.005, being rounded upwards.]
- (iv) Broken Amount(s): [[●] per Calculation Amount payable on the Interest Payment Date falling [in/on] [●]/Not Applicable]
- (v) Day Count Fraction: [Actual/Actual] / [Actual/Actual-ISDA]/[Actual / 365 (Fixed)] / [Actual/365 (Sterling)] / [Actual/360] /

	[30/360] / [30E/360] / [30E/360(ISDA)] / [Actual/Actual-ICMA]
(vi) Determination Dates:	[[●]]/[Not Applicable]
15 Floating Rate Note Provisions:	[Applicable]/[Not Applicable] <i>(If not applicable, delete the remaining sub- paragraphs of this paragraph)</i>
(i) Interest Period(s):	[●]
(ii) Specified Interest Payment Dates:	[[●] each year]/[Not Applicable]
(iii) First Interest Payment Date	
(iv) Interest Period Date:	[●] <i>(Not applicable unless different from Interest Payment Date)</i>
(v) Business Day Convention:	[Floating Rate Business Day Convention/Following Business Day Convention/ Modified Following Business Day Convention/Preceding Business Day Convention]
(vi) Business Centre(s):	[[●]]/[Not Applicable]
(vii) Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination/ISDA Determination]
(viii) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the [Agent]):	[●]
(ix) Screen Rate Determination:	
– Index Determination:	[Applicable/Not Applicable] <i>(If applicable, delete the remaining sub- paragraphs of this paragraph)</i>
– Reference Rate:	[●]/[SONIA]/[EURIBOR]
– Reference Banks: <i>(when the Relevant Screen Page is not available)</i>	[●]
– Interest Determination Date(s):	[●]/[The date falling [] Business Days prior to the first day of each Interest Accrual Period]/ [First day of each Interest Accrual Period]/[The [first, second, third etc.] Business Day immediately preceding the Interest Payment Date for each Interest Accrual Period (or immediately preceding such earlier date, if any, on which the Notes are due and payable).][<i>provide details</i>][The Interest Payment Date at the end of each Interest Accrual Period; provided that the Interest Determination Date with respect to the last Interest Accrual Period prior to the

- Maturity Date or the date fixed for redemption will be the Rate Cut-off Date *(Include this wording for Payment Delay only)*
- (To be at least 5 Business Days before the relevant Interest Payment Date where the Reference Rate is SONIA, without the prior agreement of the Fiscal Agent.)*
- (In the case of SONIA) [] London Banking Days prior to the Interest Payment Date for the relevant Interest Period]*
- Effective Interest Payment Date: [] Business Days following each Interest Payment Date, provided that the Effective Interest Payment Date with respect to the last Interest Payment Date will be the Maturity Date or, if the Issuer elects to redeem the Notes before the Maturity Date, the date fixed for redemption *(include for Payment Delay only)*/[Not Applicable]
- (Effective Interest Payment Dates should be at least 5 Business Days after the Interest Payment Dates, unless otherwise agreed with the Fiscal Agent.)*
- p: [
- Relevant Screen Page: [
- Calculation Method: [Weighted Average/Compounded Daily/Not Applicable]
- Observation Method: [Lag/Lock-out/Observation Shift/Payment Delay/ Not Applicable]
- Observation Look-back Period: []/[Not Applicable]
- (The Observation Look-back Period should be at least as many Business Days before the Interest Payment Date as the Interest Determination Date. "Observation Look-back Period" is only applicable where "Lag" or "Observation Shift" is selected as the Observation Method; otherwise, select "Not Applicable".)*
- D: [365/360/]/[Not Applicable]]
- Rate Cut-off Date: [The date falling [] Business Days prior to the Maturity Date or the date fixed for redemption, as applicable *(include for Payment Delay only)*]/[Not Applicable]
- (The Rate Cut-off Date should be at least 5 Business Days prior to the Maturity Date or the date fixed for redemption, unless otherwise agreed with the Fiscal Agent.)*
- (If Index Determination is not applicable, delete the remaining sub- paragraphs of this paragraph)*
- SONIA Compounded Index: [Applicable/Not Applicable]
- Interest Determination Date: []/[The day falling the Relevant Number of Index Days prior to the relevant Interest Payment Date, or such other

	date on which the relevant payment of interest falls due (but which, by its definition or the operation of the relevant provisions, is excluded from the relevant Interest Accrual Period)]
– Relevant Decimal Place:	[●]/[As per the Conditions] <i>(Relevant Decimal Place should be a number that is five or greater where Compounded Daily SONIA)</i>
– Relevant Number:	[●]/[As per the Conditions]
– Numerator:	[●]/[As per the Conditions]
(x) ISDA Determination:	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub- paragraphs of this paragraph)</i>
ISDA Definitions:	[2006 ISDA Definitions/2021 ISDA Definitions]
– Floating Rate Option:	[●] [Overnight Floating Rate Option] [Index Floating Rate Option]
– Designated Maturity:	[●]/[Not Applicable] <i>(A Designated Maturity period is not relevant where the relevant Floating Rate Option is a risk-free rate)</i>
– Reset Date:	[●]]
– Compounding:	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub- paragraphs of this paragraph)</i>
– [Compounding Method	[Compounding with Lookback Lookback: [●] Applicable Business Days [Compounding with Observation Period Shift Observation Period Shift: [●] Observation Period Shift Business Days Observation Period Shift Additional Business Days: [●]/[Not Applicable]]
	[Compounding with Lockout Lockout: [●] Lockout Period Business Days] Lockout Period Business Days: [●]/[Applicable Business Days]]
– Averaging:	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub- paragraphs of this paragraph)</i>
– [Averaging Method:	[Averaging with Lookback Lookback: [●] Applicable Business Days] [Averaging with Observation Period Shift

	Observation Period Shift: [●] Observation Period Shift Business Days
	Observation Period Shift Additional Business Days: [●]/[Not Applicable]
	[Averaging with Lockout
	Lockout: [●] Lockout Period Business Days
	Lockout Period Business Days: [●]/[Applicable Business Days]
– Index Provisions:	[Applicable/Not Applicable] <i>(If not applicable delete the remaining sub-paragraphs of this paragraph)</i>
– [Index Method:	Compounded Index Method with Observation Period Shift
	Observation Period Shift: [●] Observation Period Shift Business Days
	Observation Period Shift Additional Business Days: [●]/[Not Applicable]
(xi) Linear Interpolation:	[Not Applicable/Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation <i>(specify for each short or long interest period)</i>]
(xii) Margin(s):	[+/-][●] per cent. per annum
(xiii) Minimum Rate of Interest:	[●] per cent. per annum
(xiv) Maximum Rate of Interest:	[●] per cent. per annum
(xv) Day Count Fraction:	[Actual/Actual / Actual/Actual-ISDA/Actual / 365 (Fixed) / Actual/365 (Sterling) / Actual/360 / 30/360 / 30E/360 / 30E/360(ISDA) / Actual/Actual-ICMA]
16 Zero Coupon Note Provisions:	[Applicable]/[Not Applicable]
	<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
Amortisation Yield:	[●] per cent. per annum

PROVISIONS RELATING TO REDEMPTION

17 Call Option:	[Applicable]/[Not Applicable]
	<i>(If not applicable, delete the remaining sub- paragraphs of this paragraph)</i>
(i) Optional Redemption Date(s):	[●]
(ii) Optional Redemption Amount(s) of each Note:	[[●] per Calculation Amount/Condition 6(b) applies]/[Make-Whole Amount]
(iii) Make-whole Amount:	[Applicable/Not Applicable]

- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Reference Note: [[●]/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- Redemption Margin: [●]
 Financial Adviser: [●]
 Quotation Time: [●]
- (b) Discount Rate: [[●]/Not Applicable]
- (c) Make-whole Exemption Period: [Not Applicable]/[From (and including) [●] to (but excluding) [●]/the Maturity Date]
- (iv) If redeemable in part:
- (a) Minimum Redemption Amount: [●] per Calculation Amount
 (b) Maximum Redemption Amount: [●] per Calculation Amount
- (iv) Notice period [●]
- 18 Put Option: [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Optional Redemption Date(s): [●]
 (ii) Optional Redemption Amount(s) of each Note: [[●] per Calculation Amount/Condition 6(b) applies]
 (iii) Notice period: [●]
- 19 Residual Maturity Call Option: [Applicable/Not Applicable]
- (i) Notice period: [●]
 (ii) Date fixed for redemption: [●]
- 20 Substantial Purchase Event: [Applicable/Not Applicable]
- (i) Notice period: [●]
 (ii) Percentage: [●] per cent.
- 21 Final Redemption Amount of each Note [●] per Calculation Amount
- 22 Early Redemption Amount: [●]
- Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons or on event of default or other early redemption: [●]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

- 23 Form of Notes: **Bearer Notes:**
[Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note]
[Temporary Global Note exchangeable for Definitive Notes]
(N.B. In relation to any issue of Notes which are expressed to be represented by a Temporary Global Note exchangeable for Definitive Notes in accordance with this option, such notes may only be issued in denominations equal to, or greater than €100,000 (or equivalent) and integral multiples thereof.)
[Permanent Global Note exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note]
- 24 New Global Note: [Yes]/[No]
- 25 Financial Centre(s) or other special provisions relating to payment dates: [Not Applicable/give details. Note that this paragraph relates to the date of payment, and not the end dates of interest periods for the purposes of calculating the amount of interest, to which sub paragraph 15(v) relates]
- 26 Talons for future Coupons to be attached to Definitive Notes (and dates on which such Talons mature): [Yes/No. If yes, give details]
- 27 Instruments where the Specified Currency is Renminbi: Party responsible for calculating the Spot Rate: [●]

DISTRIBUTION

- 28 If syndicated, names of Managers: [Not Applicable]/[[●]]
- 29 If non-syndicated, name of relevant Dealer: [Not Applicable]/[[●]]

30 U.S. Selling Restrictions:

[Reg. S Compliance Category [1/2/3]; [TEFRA C/
TEFRA D/ TEFRA not applicable]

THIRD PARTY INFORMATION

[[●] has been extracted from [●]. Each of the Issuer and the Guarantor confirm that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [●], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of Enagás Financiaciones, S.A.U.:

By:

Duly authorised

Signed on behalf of Enagás, S.A.:

By:

Duly authorised

PART B – OTHER INFORMATION

1 LISTING AND ADMISSION TO TRADING

- (i) Admission to listing and trading: [Application has been made by the Issuer (or on its behalf) for the Notes to be listed on [the official list of the Luxembourg Stock Exchange/[●]] with effect from [●]]
- [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [the regulated market of the Luxembourg Stock Exchange/[●]] with effect from [●]]
- (Where documenting a fungible issue need to indicate that original Notes are already admitted to trading.)*
- (ii) Estimate of total expenses related to admission to trading: [●]
- (iii) Trade Date: [●]

2 RATINGS

- Ratings: The Notes to be issued have been rated:
- [S&P: [●]]
- [[Fitch: [●]]
- [[Other]: [●]]
- [Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]*
- (The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*
- (Insert one (or more) of the following options, as applicable)*
- [[●] *(Insert legal name of particular credit rating agency entity providing rating)* is established in the EU and registered under Regulation (EC) No 1060/2009 as amended by Regulation (EC) No. 513/2011 (the “**EU CRA Regulation**”). A list of registered credit rating agencies is published at the European Securities and Market Authority's website: www.esma.europa.eu.
- [●] *(Insert legal name of particular credit rating agency entity providing rating)* is established in the EU and has applied for registration under Regulation (EC) No 1060/2009 as amended by Regulation (EC) No. 513/2011 (the “**EU CRA Regulation**”), although

notification of the registration decision has not yet been provided.

[●] (*Insert legal name of particular credit rating agency entity providing rating*) is established in the EU and is neither registered nor has it applied for registration under Regulation (EC) No 1060/2009 as amended by Regulation (EC) No. 513/2011 (the “**EU CRA Regulation**”).

[●] (*Insert legal name of particular credit rating agency entity providing rating*) is not established in the EU but the rating it has given to the Notes is endorsed by [●] (*insert legal name of credit rating agency*), which is established in the EU and registered under Regulation (EC) No 1060/2009 as amended by Regulation (EC) No. 513/2011 (the “**EU CRA Regulation**”). A list of registered credit rating agencies is published at the European Securities and Market Authority's website: www.esma.europa.eu. [●] (*Insert legal name of particular credit rating agency entity providing rating*) is not established in the EU but is certified under Regulation (EC) No 1060/2009 as amended by Regulation (EC) No. 513/2011 (the “**EU CRA Regulation**”). [●] (*Insert legal name of particular credit rating agency entity providing rating*) is not established in the EU and is not certified under Regulation (EC) No 1060/2009 as amended by Regulation (EC) No. 513/2011 (the “**EU CRA Regulation**”) and the rating it has given to the Notes is not endorsed by a credit rating agency established in the EU and registered under the CRA Regulation.]

[[The rating (*insert legal name of credit rating agency*) has given to the Notes is endorsed by a credit agency which is established in the UK and registered under Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the “**UK CRA Regulation**”).]

[(*insert legal name of credit rating agency*) has been certified under Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the “**UK CRA Regulation**”).]

[(*insert legal name of credit rating agency*) has not been certified under Regulation (EU) No 1060/2009, as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the “**UK CRA Regulation**”) and the rating it has

given to the Notes is not endorsed by a credit rating agency established in the UK and registered under the UK CRA Regulation.]

3 INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER

[Not Applicable/Save for (i) any fees payable to the Dealer[s] and (ii) so far as the Issuer is aware, no person involved in the issue/offer of the Notes has an interest material to the offer. The Dealer[s] and [its/their] affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer, the Guarantor and any of their affiliates in the ordinary course of the business for which they may receive fees.]

4 REASONS FOR THE OFFER AND ESTIMATED NET AMOUNT OF PROCEEDS

Reasons for the offer: [●] / [See [“Use of Proceeds”] in Base Prospectus/Give details] [If reasons differ from what is disclosed in the Base Prospectus, give details here.]

Estimated net proceeds: [●]

5 [Fixed Rate Notes only – YIELD

Indication of yield: [Not Applicable/[●]]

6 OPERATIONAL INFORMATION

ISIN: [●]

Common Code: [●]

Any clearing system(s) other than Euroclear Bank SA/NV and number(s) and Clearstream Banking, SA and the relevant identification number(s): [Not Applicable/[●]]

Delivery: Delivery [against/free of] payment

Names and addresses of initial Paying Agent(s): [●]

Names and addresses of additional Paying Agent(s) (if any): [●]

Relevant Benchmark[s]: [[SONIA/EURIBOR] is provided by [administrator legal name]][repeat as necessary]. As at the date hereof, [[administrator legal name][appears]/[does not appear]][repeat as necessary] in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 (*Register of administrators and benchmarks*) of the EU Benchmark Regulation]/[As far as the Issuer is

[Intended to be held in a manner which would allow Eurosystem eligibility:]

aware, as at the date hereof,
[specify benchmark] does not fall within the scope of the EU Benchmark Regulation]/[As far as the Issuer is aware, the transitional provisions in Article 51 of the EU Benchmark Regulation apply, such that [name of administrator] is not currently required to obtain authorisation/registration (or, if located outside the European Union, recognition, endorsement or equivalence)] [Not Applicable]

[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 intra day 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.]/[No. Whilst the designation is specified as “no” at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day 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.]]

GENERAL INFORMATION

- (1) Application has been made to the Luxembourg Stock Exchange for Notes issued under the Programme to be listed on the Official List and to be admitted to trading on the Luxembourg Stock Exchange's regulated market.
- (2) Each of the Issuer and the Guarantor has obtained all necessary consents, approvals and authorisations in Spain in connection with the update of the Programme and the Guarantee. The update of the Programme was authorised by resolutions of the sole shareholder passed on 25 April 2022 and a resolution of the joint directors (*administradores mancomunados*) of the Issuer passed on 25 April 2022, and the giving of the Guarantee by Enagás was authorised by resolutions of its board of directors passed on 18 April 2016 and 25 April 2022.
- (3) There has been no significant change in the financial position or financial performance of the Group since 31 March 2022 and no material adverse change in the prospects of the Issuer or of Enagás or of the Group since 31 December 2021.
- (4) Neither the Issuer, Enagás nor any of Enagás' subsidiaries is nor has been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer or Enagás is aware) during the 12 months preceding the date of this Base Prospectus which may have or has had in the recent past significant effects on the financial position or profitability of the Issuer or the Group or Enagás.
- (5) Each Note having a maturity of more than one year, and any Coupon or Talon with respect to such Note will bear the following legend: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code".
- (6) Notes have been accepted for clearance through the Euroclear and Clearstream, Luxembourg systems (which are the entities in charge of keeping the records). The Common Code, the International Securities Identification Number (ISIN) and (where applicable) the identification number for any other relevant clearing system for each Series of Notes will be set out in the relevant Final Terms.

The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream, Luxembourg is 42 Avenue JF Kennedy, L-1855 Luxembourg. The address of any alternative clearing system will be specified in the applicable Final Terms.
- (7) The Legal Entity Identifier (LEI) code of the Issuer is 213800H2FQSU5E19V152. The Legal Entity Identifier (LEI) code of the Guarantor is 213800H2FQSU5E19V152.
- (8) There are no material contracts entered into other than in the ordinary course of the Issuer's or Enagás' business, which could result in any member of the Group being under an obligation or entitlement that is material to the Issuer's or Enagás' ability to meet its obligations to Noteholders in respect of the Notes being issued.
- (9) Where information in this Base Prospectus has been sourced from third parties this information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from the information published by such third parties no facts have been omitted which would render the reproduced information inaccurate or misleading. The source of third party information is identified where used.
- (10) The issue price and the amount of the relevant Notes will be determined, before filing of the relevant Final Terms of each Tranche, based on the prevailing market conditions. The Issuer does not intend to provide any post-issuance information in relation to any issues of Notes.

- (11) For so long as Notes may be issued pursuant to this Base Prospectus, the following documents will be available, during usual business hours on any weekday (Saturdays and public holidays excepted), for inspection at the registered office of the Issuer and Enagás:
- (i) the By-laws of the Issuer and the Guarantor;
 - (ii) the Agency Agreement (which includes the form of the Global Notes, the definitive Notes, the Coupons and the Talons);
 - (iii) the Deed of Covenant;
 - (iv) the Deed of Guarantee;
 - (v) the published annual report and audited consolidated financial statements of Enagás for the two financial years most recently ended 31 December 2021 and 31 December 2020, the published annual report and audited stand-alone financial statements of the Issuer for the two financial years most recently ended 31 December 2021 and 31 December 2020 and the unaudited consolidated interim condensed financial information of Enagás for the three months ended 31 March 2022;
 - (vi) a copy of this Base Prospectus together with any supplement to this Base Prospectus or further Prospectus; and
 - (vii) all reports, letters and other documents, balance sheets, valuations and statements by any expert any part of which is extracted or referred to in this Base Prospectus.

This Base Prospectus, Supplements and the Final Terms for Notes that are listed on the Official List and admitted to trading on the Luxembourg Stock Exchange's regulated market will be published on the website of the Luxembourg Stock Exchange (www.bourse.lu).

In addition, items (i)-(iii), (v) and (vii) above will be available on the website of Enagás at www.enagas.es.

- (12) Copies of the latest annual report and consolidated accounts of Enagás may be obtained, and copies of the Agency Agreement, the Deed of Covenant and the Deed of Guarantee will be available for inspection, at the specified offices of each of the Paying Agents during normal business hours, so long as any of the Notes is outstanding.
- (13) Ernst & Young, S.L. located at Raimundo Fernandez Villaverde, 65, Madrid 28003, Spain are registered on the *Registro Oficial de Auditores de Cuentas*, and have audited, and rendered unqualified audit reports on, the consolidated financial statements of Enagás respectively as at and for the years ended 31 December 2021 and 31 December 2020 and on the stand-alone financial statements of Issuer as at and for the years ended 31 December 2021 and 31 December 2020.

Certain of the Dealers and their respective 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 to the Issuer, Guarantor and/or Guarantor's affiliates in the ordinary course of business. In particular, in the ordinary course of their business activities, the Dealers and their respective 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 and the Guarantor or any of their respective affiliates. Certain of the Dealers or their respective affiliates that have a lending relationship with the Issuer or the Guarantor routinely hedge their credit exposure to the Issuer or the Guarantor consistent with their customary risk management policies. Typically, such Dealers and their respective 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 respective 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” includes also parent companies.

Registered Office of the Issuer

Enagás Financiaciones, S.A.U.

Paseo de los Olmos, 19
28005 Madrid
Spain

Registered Office of the Guarantor

Enagás, S.A.

Paseo de los Olmos, 19
28005 Madrid
Spain

Arranger

BNP Paribas

16, boulevard des Italiens
75009 Paris
France

Dealers

Banco Bilbao Vizcaya Argentaria, S.A.

Calle Saucedo 28
Edificio Asia
28050 Madrid
Spain

Banco Santander, S.A.

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Edificio Magdalena, Planta 1
28033 Madrid
Spain

BNP Paribas

16, boulevard des Italiens
75009 Paris
France

CaixaBank, S.A.

Calle del Pintor Sorolla, 2-4
46002 Valencia
Spain

Citigroup Global Markets Europe AG

Reuterweg 16
60323 Frankfurt am Main
Germany

Intesa Sanpaolo S.p.A.

Divisione IMI Corporate & Investment Banking
Via Manzoni 4
20121 Milan
Italy

Mediobanca – Banca di Credito Finanziario S.p.A.

Piazzetta Enrico Cuccia, 1
20121 Milan
Italy

Mizuho Securities Europe GmbH

Taunustor 1
60310 Frankfurt am Main
Germany

Natixis

30 avenue Pierre Mendès-France
75013 Paris
France

Société Générale

29 Boulevard Haussmann
75009 Paris
France

Fiscal Agent and Principal Paying Agent

The Bank of New York Mellon, London Branch

One Canada Square
London E14 5AL
United Kingdom

Paying Agent

The Bank of New York Mellon SA/NV, Luxembourg Branch

Vertigo Building, Polaris
2-4 rue Eugene Ruppert
L- 2453 Luxembourg

Calculation Agent

The Bank of New York Mellon, London Branch

One Canada Square
London E14 5AL
United Kingdom

Luxembourg Listing Agent

The Bank of New York Mellon SA/NV, Luxembourg Branch

Vertigo Building, Polaris
2-4 rue Eugene Ruppert
L-2453 Luxembourg

Independent auditors to the Issuer and Guarantor

Ernst&Young, S.L.

Raimundo Fernandez Villaverde, 65
Madrid 28003
Spain

Legal Advisers

To the Issuer and the Guarantor

in respect of English and Spanish law

Clifford Chance, S.L.P.
Paseo de la Castellana, 110
28046 Madrid
Spain

To the Dealers

in respect of English and Spanish law

Linklaters, S.L.P.
Calle de Almagro, 40
28010 Madrid
Spain