

**SUPPLEMENT DATED 31 MARCH 2025 TO THE WHOLESALE BASE PROSPECTUS DATED
10 DECEMBER 2024**



NATURGY FINANCE IBERIA, S.A.
(incorporated with limited liability in the Kingdom of Spain)

Guaranteed by

NATURGY ENERGY GROUP, S.A.
(incorporated with limited liability in the Kingdom of Spain)

euro 12,000,000,000
EURO MEDIUM TERM NOTE PROGRAMME

This supplement (the “**Supplement**”) to the Base Prospectus dated 10 December 2024 (the “**Base Prospectus**”) constitutes a supplement pursuant to Article 23(1) of Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”) and is prepared in connection with the €12,000,000,000 Euro Medium Term Note Programme (the “**Programme**”) established by Naturgy Finance Iberia, S.A. (the “**Issuer**”), and guaranteed by Naturgy Energy Group, S.A. (the “**Guarantor**” and, together with its consolidated subsidiaries, the “**Group**”). Capitalised terms and expressions used in this Supplement shall, save to the extent otherwise defined therein, have the meanings given to them in the Base Prospectus.

The Base Prospectus as supplemented by this Supplement constitutes a base prospectus for the purpose of Article 8 of Regulation (EU) 2017/1129 of the European Parliament and of the European Council of 14 June 2017 (the “**Prospectus Regulation**”) and was approved in Luxembourg by the Commission de Surveillance du Secteur Financier (the “**CSSF**”) in its capacity as competent authority under the Prospectus Regulation for the approval of the Base Prospectus. This Supplement constitutes a supplement to the Base Prospectus for the purpose of article 23(1) of the Prospectus Regulation.

The CSSF only approves this Supplement as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Approval by the CSSF should not be considered as an endorsement of the Issuer, the Guarantor or of the quality of the Notes.

This Supplement is supplemental to, and should be read in conjunction with, the Base Prospectus. Each of the Issuer and the Guarantor accepts responsibility for the information contained in this Supplement. The information contained in this Supplement is, to the best of the knowledge of each of the Issuer and the Guarantor, in accordance with the facts and this Supplement contains no omission likely to affect the import of such information.

This Supplement has been produced for the purposes of supplementing the sections entitled (i) “*Important Notices*” (page iii *et seq.* of the Base Prospectus); (ii) “*Risk Factors*” (page 7 *et seq.* of the Base Prospectus); (iii) “*Documents incorporated by reference*” (page 24 *et seq.* of the Base Prospectus) in order to incorporate by reference (a) the English language translation of the audited consolidated annual accounts of Naturgy Energy Group, S.A. as at and for the year ended 31 December 2024 together with the audit report thereon and (b) the English language translation of the audited annual accounts of Naturgy Finance Iberia, S.A. as at and for the year ended 31 December 2024 together with the audit report thereon; (iv) “*Terms and Conditions of the Notes*” (page 28 *et seq.* of the Base Prospectus); (v) “*Form of Guarantee*” (page 66 *et seq.* of the Base Prospectus); (vi) “*Description of Naturgy Energy Group, S.A.*” (page 88 *et seq.* of the Base Prospectus); (vii) “*Taxation and Disclosure of Information in connection with the Notes*” (page 102 *et seq.* of the Base Prospectus); and (viii) “*General Information*” (page 114 *et seq.* of the Base Prospectus).

With effect from the date of this Supplement, the information set out in, or incorporated by reference into, the Base Prospectus shall be amended and/or supplemented, as the case may be, in the manner described below.

Save as disclosed in this Supplement, there has been no other significant new factor and there is no material mistake or inaccuracy relating to information included in the Base Prospectus which is capable of affecting the assessment of Notes issued under the Programme since the publication of the Base Prospectus.

To the extent that there is any inconsistency between (i) any statement in this Supplement and (ii) any other statement in or incorporated by reference into the Base Prospectus, the statements referred to in (i) above will prevail.

A copy of this Supplement and the document incorporated by reference will be available on the website of the Guarantor (www.naturgy.com) as well as on the website of the Luxembourg Stock Exchange (www.luxse.com).

IMPORTANT NOTICES

The text set out below shall replace, by virtue of this Supplement, in its entirety the last paragraph of the section entitled “*Alternative Performance Measures*” on page vi of the Base Prospectus:

“For the definitions and reconciliations of such APMs, see “Alternative performance metrics” in Appendix I to the consolidated annual directors’ report of the Guarantor for the years ended 31 December 2024, 2023 and 2022, and Appendix I of the interim consolidated directors’ report of the Guarantor for the six-month period ended 30 June 2024 (the “**Consolidated Interim Directors’ Report 2024**”), which are all incorporated by reference in this Base Prospectus.”

RISK FACTORS

By virtue of this Supplement, the text set out below shall replace in its entirety the paragraphs included in the subsection entitled “4. *Risks relating to macro-economic conditions and country risks*” in the section “*Risk Factors*” on pages 16 to 18 of the Base Prospectus, as follows:

“4. RISKS RELATING TO MACRO-ECONOMIC CONDITIONS AND COUNTRY RISKS

The uncertain macroeconomic climate

The Group is directly and indirectly subject to inherent risks arising from general economic conditions in Spain, the other countries in which it operates and the global economy more generally.

As at the date of this Base Prospectus, the global growth outlook remains marked by extreme uncertainty. Current risk factors mainly result from the heightened geopolitical tensions following Russia’s invasion of Ukraine or the ongoing military conflict in the Middle East.

Following Russia’s invasion of Ukraine that started on 24 February 2022, economies around the world, including the United States, the European Union and the United Kingdom, announced the imposition of comprehensive trade sanctions targeting Russian individuals, companies and institutions. Such sanctions, as well as the countersanctions imposed by Russia, have resulted in a significant reduction in trading volumes between these economies and Russia, which has led to increased commodity prices on global markets for oil, natural gas and grain, among other products.

As part of its diversified portfolio, the Group has a long-term procurement gas contract of Russian origin in place as at the date of this Base Prospectus, which was signed in 2013 with an international consortium. During 2022 and 2023, the Group received the volumes expressly established in the contract. During the period from January to December 2024, the volume under this contract accounted for 16% of the Group’s global supply (15% in 2023). As at the date of this Base Prospectus, this contract is not affected by any type of sanction. However, there can be no assurance that the Group will be able to maintain this contract in the event that further trade sanctions are imposed by the European Union or other economies, and if such contract were terminated, the Group’s gas supply would be adversely affected.

Furthermore, the election of a new administration in the United States introduces renewed risks to global trade due to its proposed tariff policies. The new administration has signalled a more protectionist stance, with the potential for higher tariffs on imports from key trade partners, including China, the European Union, Canada and Mexico. Such measures could lead to retaliatory actions, escalating trade tensions and disrupting global supply chains. Additionally, increased tariffs may contribute to inflationary pressures by raising input costs for businesses and consumer prices. These factors could weigh on global economic growth and create uncertainty for export-dependent industries.

There is a risk that economic uncertainty and rising geopolitical tensions result in lower business and consumer confidence and activity, which could lead to higher unemployment rates and lower global economic growth. For example, as at the date of this Base Prospectus, the European Central Bank (“**ECB**”) expects inflation to moderate slightly in 2025 and then to decline to close to the ECB’s current inflation target of 2% in 2026 and 2027. In addition, the ECB expects economic growth likely to remain weak in the near term.

The Group is exposed to the uncertain macroeconomic climate in a number of ways:

- An economic downturn in any of the countries in which the Group operates negatively affects business and consumer confidence, unemployment trends and the state of the residential and commercial real estate sector. This in turn, may impact the Group’s customers, resulting in their inability to pay amounts owed to the Group and may affect demand for the Group’s goods and services. What is more, given that as at 31 December 2024, more than half of the Group’s operating assets were located in Spain, any economic downturn affecting the Spanish economy would have a material adverse effect on the Group’s business.

- An economic downturn also negatively affects the state of the equity, bond and foreign exchange markets, including their liquidity. This might affect the reasonable value of financial assets and liabilities and increase the Group's financing costs, all of which could give rise to an impairment of the goodwill and the intangible or tangible fixed assets of the Group.
- A sharp economic recovery may create short to mid-term disbalances, including supply-demand disbalances, which may increase procurement costs and the Group may not be able to pass on such cost increases to its customers. In general, sudden increases in the spot markets where the Group operates due to energetic supply-demand disbalances, can generate inefficiency in the pass-through of the volatility of the energy scenario to its customers.
- The current energy transition transformation may adversely impact the Group's activities, in particular due to increasing governmental intervention in the energy sector.

The Group is not able to predict how the economic cycle is likely to develop in the short term or the coming years, including as a result of the impact of COVID-19, the conflict in Ukraine, the military conflict in the Middle East, any measures adopted by the U.S. administration or otherwise. Any further deterioration or a rapid change of the current economic situation in the markets in which the Group operates could have a material adverse effect on the Group's business, prospects, financial condition and results of operations.

Geographical exposure

The Group has interests in countries with varied political, economic and social environments, focused on three main geographical areas, Europe, Latin America and the Middle East and the Maghreb.

Europe

Operations and investments in Europe are exposed to various risks, including, but not limited to, risks relating to the following:

- unexpected and sudden changes in governmental regulation; and
- changes in governmental, fiscal, economic or tax policies.

Latin America

A significant portion of the Group's operating income is generated by its Latin American subsidiaries. Operations and investments in Latin America are exposed to various risks that are inherent to the region:

- significant governmental influence over local economies;
- substantial fluctuations in economic growth;
- high levels of inflation;
- devaluation, depreciation or over-valuation of local and foreign currencies;
- exchange controls or restrictions on expatriation of earnings;
- volatile domestic interest rates;
- changes in governmental, fiscal, economic or tax policies;
- unexpected changes in governmental regulation;
- expropriation of assets or businesses;
- social unrest; and

- general political and macro-economic instability.

Most or all of these factors have arisen at various times in the last two decades in the most important Latin American markets: Argentina, Brazil, Chile, Colombia and Mexico.

The Middle East and the Maghreb

The Group has both proprietary assets and significant gas supply contracts in various countries in the Middle East and the Maghreb. Political instability in the area can result in physical damage to assets of companies in which the Group participates as well as in obstructing the operations of these or other companies causing interruption in gas supply.

The Group is not able to predict the occurrence of any of these risks or other risks related to the Group's operations and interests in Latin America or the Middle East and the Maghreb, or the magnitude of their impact, and any of the above risks could have a material adverse effect on the Group's business, prospects, financial condition and results of operations."

By virtue of this Supplement, the text set out below shall replace in its entirety the paragraphs included under the heading "*Business strategy*" in the sub-section entitled "*5. Risks relating to the Group's strategy*" in the section "*Risk Factors*" on pages 18 to 19 of the Base Prospectus, as follows:

"Business strategy

On 20 February 2025, the Guarantor's Board of Directors approved a new strategic plan for the period 2025 through 2027 (the "**New Strategic Plan**"). Through this plan, Naturgy aims to enhance its competitive position in response to the evolving energy sector trends, leveraging on its competitive strengths. As a multi-energy player, the Group is committed to driving decarbonisation and the energy transition, while balancing sustainable growth, energy security and price competitiveness. Furthermore, Naturgy aims to be present across the energy value chain and maximise its operational efficiency, which it believes will lead it to achieving integrated margins, positive credit ratings and sustainable shareholder remuneration. The Group intends to achieve operational excellence through financial discipline, while maintaining its client service standards. See "*Description of Naturgy Energy Group, S.A.—New Strategic Plan 2025-2027*" for a description of the Group's New Strategic Plan.

The Group's ability to achieve its strategic targets and objectives is subject to a variety of risks. These risks include:

- an inability to manage more challenging gas markets and price evolution, resulting in an adverse impact on the profitability of the Group's liberalised businesses;
- an inability to successfully manage the requirements of regulatory frameworks if stricter-than-expected regulatory measures were to be imposed in relation to the international distribution of gas and electricity generation;
- an inability to successfully manage the businesses of the Group in the context of the changing political and regulatory environment, including the potential risk of intervention and/or liquidation of any of the Group's businesses. In particular, an inability to manage new populist political and social environments in countries that lead to worse regulations in regulated businesses impacting the profitability of the Group's businesses in such countries;
- the possibility of a new recession in the Spanish, European, Latin American or any other economy where the Group operates, or the actual or threatened default by any major economy on its sovereign debt, which would negatively affect the performance of the Group's businesses;
- an inability to properly manage foreign exchange evolutions, resulting in a negative impact on the Group's profitability;
- an inability to extend contracts that expire over the short and medium term, resulting in decreased cash flow and a negative impact on the Group's profitability;

- a stagnation in the number of customers due to a lack of success in marketing campaigns targeted at gas and electricity consumers;
- an inability to achieve the desired level of flexibility and diversification in gas supplies and access to gas reserves;
- an inability to renegotiate contracts that expire or the conditions of which no longer reflect the existing market situation, which may negatively impact the Group's profitability;
- an inability to terminate or renegotiate in satisfactory terms the existing long-term contracts in the context of the current uncertain business environment;
- the inclusion of "take-or-pay" or minimum payment clauses in supply or capacity contracts, potentially imposing an obligation on the Group to pay for a larger volume of gas or associated services than it requires or to pay for a minimum amount of gas or services, irrespective of whether it takes the gas or uses the services or not;
- an inability to consolidate the Group's multi-service business strategy or to increase the current rate of multi-product contracts per customer;
- an inability to achieve the energy transition and the reorientation of the Group's business strategy at the speed and success required by the market and public policies;
- an inability to execute the Group's current efficiency plan;
- an inability to fulfil the current dividend plan as a result of lower cash generation; and
- an inability to successfully manage the Group's minority shareholders in the different businesses belonging to the Group.

The Group may be significantly affected by the regulatory decisions adopted or announced after the Council of Ministers of 14 September 2021. See "*—Legal and Regulatory Risks—Risks relating to the Group's regulatory environment*" above for more information.

The Group has analysed the effects and potential economic, accounting and other impacts these measures may have, as well as any mitigating actions to be taken. However, at this time, it is impracticable to measure such effects due to the uncertainties mentioned above and the difficulty involved in modelling the impact on its business. Any of these factors could affect the effective fulfilment of the New Strategic Plan, which is subject, like any plan, to the regulatory hypotheses, scenarios as well as their projections materialising, and the measures designed being implemented in the manner and within the timeframe envisaged.

The Group can provide no assurance that it will be able to implement its New Strategic Plan successfully, either in full or in part. Were the Group to fail to achieve the strategic objectives and targets formulated in the New Strategic Plan, or if those targets and objectives, once attained, did not generate the benefits initially anticipated, this could have a material adverse effect on the Group's business, prospects, financial condition and results of operations."

DOCUMENTS INCORPORATED BY REFERENCE

Both the Issuer and the Guarantor consider advisable, pursuant to Article 23(1) of the Prospectus Regulation, to update the section entitled “*Documents Incorporated by Reference*” on pages 24 to 27 of the Base Prospectus. To that end, and by virtue of this Supplement, the following document shall be added as new paragraphs (H) and (I) in the list of documents on page 24 of the Base Prospectus and the cross-reference list on pages 24 to 26 of the Base Prospectus.

“In case of the document listed under (H) in the table below:

https://stpropwebcorporativangy.blob.core.windows.net/uploads/2025/03/PACK_CONSO_2024_CNMV_ENG.pdf

In case of the document listed under (I) in the table below:

https://stpropwebcorporativangy.blob.core.windows.net/uploads/2025/03/0827_CCAA2024-vfinal-180325.pdf

The page references indicated for documents (H) and (I) below are to the page numbering of the electronic copy of such document as available at the links set forth above.

| Information incorporated by reference | Page references |
|---|------------------------|
| (H) The English language translation of the audited consolidated annual accounts of Naturgy Energy Group, S.A. as at and for the year ended 31 December 2024 together with the audit report thereon: | |
| (a) <i>Independent Auditors’ report on the consolidated annual accounts</i> | 2-8 |
| (b) <i>Consolidated annual accounts of Naturgy Energy Group, S.A. and subsidiaries for the financial year 2024</i> | 9-199 |
| - Consolidated balance sheet as at 31 December 2024 | 12 |
| - Consolidated income statement for the year ended 31 December 2024. | 13 |
| - Consolidated statement of comprehensive income for the year ended 31 December 2024 | 14 |
| - Consolidated statement of changes in equity for the year ended 31 December 2024 | 15 |
| - Consolidated cash flow statement for the year ended 31 December 2024 | 16 |
| - Notes to the consolidated annual accounts for 2024 | 18-157 |
| - Appendices | 158-199 |
| (c) <i>Annual Consolidated Directors’ Report 2024</i> | 200-268 |
| (I) The English language translation of the audited annual accounts of Naturgy Finance Iberia, S.A. as at and for the year ended 31 December 2024 together with the audit report thereon: | |
| (a) <i>Independent Auditors’ report on the annual accounts</i> | 2-7 |
| (b) <i>Annual accounts of Naturgy Finance Iberia, S.A. for the financial year 2024</i> | 8-44 |
| - Balance sheet as at 31 December 2024 | 10 |
| - Income statement for the year ended 31 December 2024..... | 11 |
| - Statement of changes in equity for the year ended 31 December 2024.. | 12 |

| | | |
|-----|---|---------------|
| - | Cash flow statement for the year ended 31 December 2024 | 13 |
| - | Notes to the annual accounts for 2024..... | 14-43 |
| (c) | <i>Annual Directors' Report 2024</i> | 45-49" |

TERMS AND CONDITIONS OF THE NOTES

The text set out below shall replace, by virtue of this Supplement, in its entirety the third paragraph of the section entitled “*Terms and Conditions of the Notes*” on page 28 of the Base Prospectus:

“Notes issued under the Programme are issued in series (each a “**Series**”) and each Series may comprise one or more tranches (each a “**Tranche**”) of Notes. Each Tranche is the subject of final terms (the “**Final Terms**”) which completes these terms and conditions (the “**Conditions**”). The terms and conditions applicable to any particular Tranche of Notes are these Conditions as completed by the relevant Final Terms. All subsequent references in these Conditions to “Notes” are to the Notes which are the subject of the relevant Final Terms. The Notes are the subject of an amended and restated agency agreement dated on or about 10 December 2024 as amended on or around 31 March 2025 (the “**Agency Agreement**”, which expression shall include any further amendments or supplements thereto) and made between the Issuer, Naturgy Energy Group, S.A. as Guarantor (the “**Guarantor**”), Citibank, N.A., London Branch in its capacity as Agent (the “**Agent**” or “**Calculation Agent**”, which expressions shall include any successor to Citibank, N.A., London Branch in its capacity as such) and the Paying Agents named therein (the “**Paying Agents**”, which expression shall include the Agent and any substitute or additional Paying Agents appointed in accordance with the Agency Agreement). The Notes, the Receipts and the Coupons (each as defined below) also have the benefit of a deed of covenant (the “**Deed of Covenant**”, which expression shall include any amendments or supplements thereto) dated on or about 31 March 2025 executed by the Issuer in relation to the Notes. The Guarantor has, for the benefit of the holders of the Notes from time to time (the “**Noteholders**”), executed and delivered a deed of guarantee (the “**Deed of Guarantee**”) dated on or about 31 March 2025 under which it has guaranteed the due and punctual payment of all amounts due by the Issuer under the Notes and the Deed of Covenant as and when the same shall become due and payable. If so required by Spanish law, the Issuer will execute an *escritura pública* (the “**Public Deed**”) before a Spanish Notary Public in relation to the Notes and will register such Public Deed with the Mercantile Registry of Madrid on or prior to the issue date of the Notes. The Public Deed contains, among other information, the terms and conditions of the Notes.”

The text set out below shall replace, by virtue of this Supplement, in its entirety the Condition 18 entitled “*Governing Law; Submission to Jurisdiction*” in the section “*Terms and Conditions of the Notes*” on page 61 of the Base Prospectus:

“18. Governing Law; Submission to Jurisdiction

The Agency Agreement, the Deed of Covenant, the Deed of Guarantee and the Notes 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, save for Conditions 2 (*Status of the Notes*) and 3 (*Status of the Deed of Guarantee*) which shall be governed by, and shall be construed in accordance with, Spanish law. The Issuer and the Guarantor irrevocably agree for the benefit of the Noteholders that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes (together, “**Proceedings**”), which may arise out of, or in connection with, the Agency Agreement, the Deed of Covenant, the Deed of Guarantee and the Notes and, for such purpose, irrevocably submit to the jurisdiction of such courts.

The Issuer and the Guarantor irrevocably and unconditionally waive and agree not to raise any objection which any of them may have now or subsequently to the laying of the venue of any Proceedings in the courts of England and any claim that any Proceedings have been brought in an inconvenient forum and further irrevocably and unconditionally agree that a judgement in any Proceedings brought in the courts of England shall be conclusive and binding upon each of them and may be enforced in the courts of any other jurisdiction. Nothing in this Condition shall limit any right to take Proceedings against the Issuer and/or the Guarantor in any other court of the EU Member States or States that are parties to the 2007 Lugano Convention which have jurisdiction pursuant to Regulation (EU) 1215/2012 or the 2007 Lugano Convention, nor shall the taking of Proceedings in one or more competent jurisdictions in accordance with this Condition 18 (*Governing Law; Submission to Jurisdiction*) preclude the taking of Proceedings in any number of such jurisdictions, whether concurrently or not, to the extent allowed by law.

The Issuer and the Guarantor irrevocably and unconditionally appoint Law Debenture Corporate Services Limited at 8th Floor, 100 Bishopsgate, London, EC2N 4AG, United Kingdom, as agent for service of process in England in respect of any Proceedings in England and undertake that in the event of it ceasing so to act the Issuer and the Guarantor will forthwith appoint a further person as their agent for that purpose and notify the name and address of such person to the Agent and agree that, failing such appointment within fifteen days, any Noteholder shall be entitled to appoint such a person by written notice addressed to the Issuer and the Guarantor and delivered to the Issuer and the Guarantor or to the specified office of the Agent. Nothing contained herein shall affect the right of any Noteholder to serve process in any other manner permitted by law.

For the purposes of this Condition 18:

“2007 Lugano Convention” means the Convention on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, signed on 30 October 2007, as amended; and

“Regulation (EU) 1215/2012” means Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, as amended.”

FORM OF GUARANTEE

By virtue of this Supplement, the text set out below shall replace in its entirety the section entitled “*Form of Guarantee*” on pages 66 to 71 of the Base Prospectus, as follows:

“The following is the text of the Deed of Guarantee:

THIS DEED OF GUARANTEE is made on 31 March 2025

BY

- (1) **NATURGY ENERGY GROUP, S.A.** of Avenida de América, 38, 28028 Madrid, Spain (the **Guarantor**)

IN FAVOUR OF

- (2) **THE HOLDERS AND THE RELEVANT ACCOUNT HOLDERS** (as defined below) (each a **Beneficiary**, and together, the **Beneficiaries**)

WHEREAS

- (A) Gas Natural Finance B.V. and the Guarantor established a euro medium term note programme for the issuance of debt instruments (the **Programme**) and Naturgy Finance Iberia, S.A. (the **Issuer**) has acceded to the Programme having substituted Gas Natural Finance B.V. as an issuer thereunder.
- (B) On 30 November 2023, the board of directors of the Issuer agreed to effectuate a statutory cross-border conversion to be carried out pursuant to Directive (EU) 2019/2121 and the relevant implementing legislation in the Netherlands and Spain and pursuant to which the Issuer transferred its registered office from the Netherlands to Spain and converted its legal form from a Dutch limited company (B.V. or *besloten vennootschap*) to a Spanish limited company (S.A. or *sociedad anónima*) (the **Conversion**). On 28 May 2024, the Conversion became effective and, as a result, the Issuer changed its name from Naturgy Finance B.V. to Naturgy Finance Iberia, S.A.
- (C) Pursuant to the Programme, the Issuer may from time to time issue notes (**Notes**) in an aggregate nominal amount of up to euro 12,000,000,000 (subject to adjustment) in accordance with the amended and restated programme agreement dated on or about 10 December 2024 relating to the Programme, as amended, supplemented, restated or replaced from time to time).
- (D) In connection with the Programme the Issuer has entered into an amended and restated agency agreement dated on or about 10 December 2024 as amended on or about 31 March 2025 (as further amended, supplemented, restated or replaced from time to time, the **Agency Agreement**) and made between the Issuer, the Guarantor, Citibank, N.A., London Branch as Agent and the other Paying Agents named therein and the Issuer has executed and delivered a deed of covenant (the **Deed of Covenant**) dated on or about 31 March 2025.
- (E) The Guarantor has duly authorised the giving of a guarantee in respect of the Notes to be issued under the Programme and the Deed of Covenant.

THIS DEED WITNESSES as follows:

1. Interpretation

1.1 In this Deed of Guarantee:

2007 Lugano Convention means the Convention on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, signed on 30 October 2007, as amended;

Base Prospectus means the base prospectus prepared in connection with the Programme and constituting a base prospectus for the purposes of Article 8 of the Prospectus Regulation, as revised, supplemented or amended from time to time including any documents which are from time to time incorporated in the Base Prospectus by reference;

Conditions means the terms and conditions of the Notes (as scheduled to the Agency Agreement and as modified from time to time in accordance with their terms) and any reference to a numbered **Condition** is to the correspondingly numbered provision thereof;

Holder in relation to any Note means, at any time, the person who is the bearer of such Note;

Regulation (EU) 1215/2012 means Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, as amended; and

Relevant Account Holder has the meaning given in the Deed of Covenant.

1.2 Clause headings are for ease of reference only.

Terms not otherwise defined herein shall bear the meanings assigned to them in the Conditions and the Deed of Covenant.

1.3 Benefit of Deed of Guarantee

Any Notes issued under the Programme on or after the date of this Deed of Guarantee shall have the benefit of this Deed of Guarantee but shall not have the benefit of any subsequent guarantee relating to the Programme (unless expressly so provided in any such subsequent guarantee).

2. Guarantee and indemnity

2.1 The Guarantor hereby unconditionally and irrevocably guarantees:

- (a) to each Holder the due and punctual payment of any and every sum or sums of money which the Issuer shall at any time be liable to pay under or pursuant to any Note as and when the same shall become due and payable and agrees unconditionally to pay to such Holder, forthwith upon demand by such Holder and in the manner and currency prescribed by such Notes for payments by the Issuer thereunder, any and every sum or sums of money which the Issuer shall at any time be liable to pay under or pursuant to such Note and which the Issuer shall have failed to pay at the time such demand is made; and
- (b) to each Relevant Account Holder the due and punctual payment of all amounts due to such Relevant Account Holder under the Deed of Covenant as and when the same shall become due and payable and agrees unconditionally to pay to such Relevant Account Holder, forthwith on demand by such Relevant Account Holder and in the manner and in the currency prescribed pursuant to the Deed of Covenant for payments by the Issuer thereunder, any and every sum or sums of money which the Issuer shall at any time be liable to pay under or pursuant to the Deed of Covenant and which the Issuer shall have failed to pay at the time demand is made.

2.2 As a separate, additional and continuing obligation, the Guarantor unconditionally and irrevocably undertakes with each Beneficiary that, should any amount referred to in Clause 2.1 not be recoverable from the Guarantor thereunder for any reason whatsoever (including, without limitation, by reason of any Note, any provision of any Note, the Deed of Covenant or any provision thereof being or becoming void, unenforceable or otherwise invalid under any applicable law) then, notwithstanding that the same may have been known to such Holder or Relevant Account Holder, the Guarantor will, as a sole, original and independent obligor, upon first written demand under Clause 2.1, make payment of such amount by way of a full indemnity in such currency and otherwise in such manner as is provided for in the Notes or the Deed of Covenant (as the case may be) and indemnify each Beneficiary against all losses, claims, costs, charges and expenses to which it may be subject or which it may incur under or in connection with the Notes, the Deed of Covenant or this Deed of Guarantee.

3. Compliance with the conditions

The Guarantor covenants in favour of each Beneficiary that it will duly perform and comply with the obligations expressed to be undertaken by it in the Conditions.

4. Preservation of rights

- 4.1 Obligations of the Guarantor herein contained shall be deemed to be undertaken as sole or principal debtor.
- 4.2 The obligations of the Guarantor herein contained shall constitute and be continuing obligations notwithstanding any settlement of account or other matters or things whatsoever and, in particular but without limitation, shall not be considered satisfied by any partial payment or satisfaction of all or any of the obligations arising under any Note or the Deed of Covenant and shall continue in full force and effect in respect of each Note and the Deed of Covenant until final repayment in full of all amounts owing by the Issuer, and total satisfaction of all the actual and contingent obligations of the Issuer under such Note or the Deed of Covenant.
- 4.3 Neither the obligations of the Guarantor herein contained nor the rights, powers and remedies conferred upon the Beneficiaries or any of them by this Deed of Guarantee or by law shall be discharged, impaired or otherwise affected by:
- (a) the insolvency, winding-up, liquidation, dissolution, amalgamation, reconstruction or reorganisation of the Issuer, or analogous proceedings in any jurisdiction or any change in status, function, control or ownership of the Issuer; or
 - (b) any of the obligations of the Issuer, under any of the Notes or the Deed of Covenant being or becoming illegal, invalid or unenforceable in any respect; or
 - (c) time or other indulgence being granted or agreed to be granted to the Issuer, in respect of any obligations arising under any of the Notes or the Deed of Covenant; or
 - (d) any amendment to, or any variation, waiver or release of, any obligation of the Issuer under any of the Notes or the Deed of Covenant; or
 - (e) any other act, event or omission which, but for this Clause 4.3, would or might operate to discharge, impair or otherwise affect the obligations of the Guarantor herein contained or any of the rights, powers or remedies conferred upon the Holders, the Relevant Account Holders or any of them by this Deed of Guarantee or by law.
- 4.4 Without prejudice to the generality of the foregoing, any settlement or discharge between the Guarantor and the Beneficiaries or any of them shall be conditional upon no payment to the Beneficiaries or any of them by the Issuer, or any other person on behalf of the Issuer being avoided or reduced by virtue of any provisions or enactments relating to bankruptcy, insolvency or liquidation for the time being in force and, in the event of any such payment being so avoided or reduced, the Beneficiaries shall each be entitled to recover the amount by which such payment is so avoided or reduced from the Guarantor subsequently as if such settlement or discharge had not occurred.
- 4.5 No Beneficiary shall be obliged before exercising any of the rights, powers or remedies conferred upon it by this Deed of Guarantee or by law:
- (a) to make any demand of the Issuer other than the presentation of the relevant Note; or
 - (b) to take any action or obtain judgement in any court against the Issuer; or
 - (c) to make or file any claim or proof in a winding-up or dissolution of the Issuer
- and, save as aforesaid, the Guarantor hereby expressly waives, in respect of each Note, presentment, demand and protest and notice of dishonour.
- 4.6 The Guarantor agrees that so long as any amounts are or may be owed by the Issuer, under any of the Notes or the Deed of Covenant or the Issuer is under any actual or contingent obligations thereunder, the Guarantor shall not exercise rights which the Guarantor may at any time have by reason of performance by the Guarantor of its obligations hereunder:
- (a) to be indemnified by the Issuer; and/or

- (b) to claim any contribution from any other guarantor of the obligations of the Issuer, under the Notes or the Deed of Covenant; and/or
 - (c) to take the benefit (in whole or in part) of any security taken pursuant to, or in connection with, any of the Notes or the Deed of Covenant, by all or any of the persons to whom the benefit of the Guarantor's obligations are given; and/or
 - (d) to be subrogated to the rights of any Beneficiary against the Issuer, in respect of amounts paid by the Guarantor pursuant to the provisions of this Deed of Guarantee.
- 4.7 The Guarantor hereby covenants that its obligations hereunder rank as described in Condition 3 (*Status of the Deed of Guarantee*).

5. Stamp duties

The Guarantor will promptly pay any stamp duty or other documentary taxes (including any penalties and interest in respect thereof) payable in connection with the execution, delivery and performance of this Deed of Guarantee, and will indemnify and hold harmless each Beneficiary on demand from all liabilities arising from any failure to pay, or delay in paying, such taxes.

6. Deed poll; Benefit of Guarantee

- 6.1. This Deed of Guarantee shall take effect as a deed poll for the benefit of the Beneficiaries from time to time and for the time being.
- 6.2. The Guarantor hereby acknowledges and covenants that the obligations binding upon it contained herein are owed to, and shall be for the benefit of, each and every Beneficiary, and that each Beneficiary shall be entitled severally to enforce the said obligations against the Guarantor.
- 6.3. The Guarantor may not assign or transfer all or any of its rights, benefits and obligations hereunder.

7. Provisions severable

Each of the provisions in this Deed of Guarantee shall be severable and distinct from the others and the illegality, invalidity or unenforceability of any one or more provisions under the law of any jurisdiction shall not affect or impair the legality, validity or enforceability of any other provisions in that jurisdiction nor the legality, validity or enforceability of any provisions under the law of any other jurisdiction.

8. Currency indemnity

If any sum due from the Guarantor under this Deed of Guarantee or any order or judgement 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 of Guarantee or such order or judgement 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 judgement in any court or other tribunal or (c) enforcing any order or judgement given or made in relation to this Deed of Guarantee, 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 Beneficiary 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, judgement, 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.

9. Notices

Notices to the Guarantor will be deemed to be validly given if delivered at Avenida de América, 38, 28028 Madrid, Spain (or at such other address and for such other attention as may have been notified to Holders in accordance with the Conditions) and will be deemed to have been validly given at the opening of business on the next day on which the Guarantor's principal office is open for business.

10. Law and jurisdiction

10.1. Governing law

This Deed of Guarantee and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.

10.2. English courts

The courts of England have exclusive jurisdiction to settle any dispute (a *Dispute*), arising from or connected with this Deed of Guarantee (including a dispute regarding the existence, validity or termination of this Deed of Guarantee) or the consequences of its nullity.

10.3. Appropriate forum

The Guarantor agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary.

10.4. Rights of the Beneficiaries to take proceedings outside England

Clause 10.2 (*English courts*) is for the benefit of the Beneficiaries only. As a result, nothing in this Clause 10 (*Law and Jurisdiction*) prevents the Beneficiaries from taking proceedings relating to a Dispute (*Proceedings*) in any other court of the EU Member States or States that are parties to the 2007 Lugano Convention which have jurisdiction pursuant to Regulation (EU) 1215/2012 or the 2007 Lugano Convention. To the extent allowed by law, the Beneficiaries may take concurrent Proceedings in any number of competent jurisdictions in accordance with this Clause 10 (*Law and Jurisdiction*).

10.5. Process agent

The Guarantor agrees that the documents which start any Proceedings in England and any other documents required to be served in relation to those Proceedings in England may be served on it by being delivered to Law Debenture Corporate Services Limited at 8th Floor, 100 Bishopsgate, London, EC2N 4AG, United Kingdom, or, if different, its registered office for the time being or at any address of the Guarantor in Great Britain at which process may be served on it in accordance with Part 34 of the Companies Act 2006. If such person is not or ceases to be effectively appointed to accept service of process on behalf of the Guarantor, the Guarantor shall, on the written demand of any Beneficiary addressed and delivered to the Guarantor appoint a further person in England to accept service of process on its behalf and, failing such appointment within 15 days, any Beneficiary shall be entitled to appoint such a person by written notice addressed to the Guarantor and delivered to the Guarantor. Nothing in this paragraph shall affect the right of any Beneficiary to serve process in any other manner permitted by law.

IN WITNESS WHEREOF this Deed has been executed as a deed by the Guarantor and is intended to be and is hereby delivered on the date first above written.

SIGNED as a **DEED** and **DELIVERED** on behalf of)
NATURGY ENERGY GROUP, S.A., a company incorporated)
in Spain, by _____,)
being a person who, in accordance with the laws of that)
territory, is acting under the authority of the company.)”

DESCRIPTION OF NATURGY ENERGY GROUP, S.A.

Both the Issuer and the Guarantor consider advisable, pursuant to Article 23(1) of the Prospectus Regulation, to update the section entitled “*Description of Naturgy Energy Group, S.A.*” on pages 88 to 101 of the Base Prospectus. To that end, and by virtue of this Supplement, the text set out below shall be included as a new sub-section after the sub-section entitled “*Strategic Plan 2021-2025*” on page 90 of the Base Prospectus:

“**New Strategic Plan 2025-2027**”

On 20 February 2025, the Guarantor’s Board of Directors unanimously approved a strategic plan for the period 2025 through 2027 (the “**New Strategic Plan**”). The New Strategic Plan will succeed the Strategic Plan for the years 2021 to 2025.

Through the New Strategic Plan, Naturgy aims to enhance its competitive position in response to the evolving energy sector trends, leveraging on its competitive strengths. As a multi-energy player, the Group is committed to driving decarbonisation and the energy transition, while balancing sustainable growth, energy security and price competitiveness. Furthermore, Naturgy aims to be present across the energy value chain and maximise its operational efficiency, which it believes will lead it to achieving integrated margins, positive credit ratings and sustainable shareholder remuneration. The Group aims to achieve operational excellence through the following pillars:

- *Integrated presence across the value chain.* The New Strategic Plan aims to leverage the Group’s integrated presence across the value chain, supported by its regulated distribution networks, which provide stable cash flows. Additionally, Naturgy intends to capitalise on a vertically-integrated business model between power generation and customers and capture the integrated margins through its industrial role.
- *Multi-energy proposition.* Naturgy plans to maintain its significant presence in both power and gas, recognising their importance as key energy sources for the energy transition. The Group envisions selective growth in renewable generation to meet customer needs, combined with its flexible generation capacity (combined cycle gas turbines) to ensure security of supply at competitive prices. Additionally, Naturgy aims to become a leader in biomethane, accelerate decarbonisation and consolidate the role of gas.
- *Client-centric model.* The New Strategic Plan is centred around customers, offering a multi-energy portfolio with value-added services to meet diverse customer needs. Naturgy is committed to excellence in customer service and the consolidation of its new commercial model, with final demand serving as a key driver for investment decisions across the value chain.

Naturgy believes the New Strategic Plan is underpinned by its cash flow and balance sheet, which support the execution of the Group’s investment plan.

The New Strategic Plan envisions investments amounting to €6.4 billion for the period 2025 through 2027. These investments are focused on the organic growth of existing businesses, with financial discipline as a cornerstone. The investment plan focuses on distribution networks and renewable energies.

In distribution networks, the New Strategic Plan foresees investments of €3.3 billion on adequately remunerated and stable regulatory frameworks in Spain and Latin America. In renewable energies, the New Strategic Plan envisions selective investments in renewable generation projects amounting to €1.2 billion for the period 2025 through 2027 and investments in renewable gas projects amounting to €800 million for the same period, to accelerate decarbonisation and the role of gas in the energy transition.

Additionally, as part of the New Strategic Plan, the Guarantor’s Board of Directors approved to propose to its shareholders a public tender offer to acquire up to 88,000,000 of its own shares with the aim of subsequently increasing the Guarantor’s free float. See “—*Recent Developments—Proposed tender offer for Guarantor’s own shares*”.

The New Strategic Plan focuses on maintaining the Group's commitment to sustainability and decarbonisation, with targets for 2027 in the ESG areas. This includes the objectives of achieving carbon neutrality by 2050, reducing scope 1 and scope 2 greenhouse gas emissions by 33% and scope 3 emissions by 6% by 2027 (against a 2022 baseline), respectively. The Group also aims to achieve gender parity by 2030 and to have more than 40% of its executive and management positions occupied by women by 2027, as well as to extend sustainability standards across nearly the entire supply chain."

The text set out below shall be included, by virtue of this Supplement, after the sub-section entitled "*BlackRock acquisition of Global Infrastructure Management, LLC*" at the end of the sub-section entitled "*Recent Developments*" in the section "*Description of Naturgy Energy Group, S.A.*" on page 91 of the Base Prospectus:

"Proposed tender offer for Guarantor's own shares

The Guarantor's shareholders approved on 25 March 2025 a public tender offer by the Guarantor to acquire up to 88,000,000 of its own shares (representing approximately 9.1% of the Guarantor's share capital). The price to be paid will be €26.50 per share, i.e. a maximum aggregate amount of €2,332,000,000. The final details of the tender offer will be determined by the Guarantor's board of directors at the relevant time and the offer is subject to approval by the Spanish securities market regulator (CNMV). The tender offer's primary purpose is to establish an adequate level of free float that will allow the Guarantor to advance in the objective of returning to the main stock market indices. In addition, the tender offer itself will provide a specific and timely liquidity mechanism to all the Guarantor's shareholders.

The shareholders' authorisation is conditional on two conditions:

- (a) that the Guarantor has received commitments to accept the tender offer in its entirety from shareholders holding shares representing more than 10% of the Guarantor's share capital, or, alternatively, that the board of directors, in its opinion, determines that the level of acceptance by significant shareholders is sufficient to meet the objectives of increasing the level of free float; and
- (b) if deemed reasonable, possible and convenient in accordance with the market conditions prevailing at any given time, the acquired shares would be subject to an orderly placement by the Guarantor, in whole or in part, on one or more occasions, by the procedure and under the terms and conditions (including placement price) that the board of directors deems most appropriate."

TAXATION AND DISCLOSURE OF INFORMATION IN CONNECTION WITH THE NOTES

By virtue of this Supplement, the text set out below shall replace in its entirety the section entitled “*Taxation and Disclosure of Information in connection with the Notes*” on pages 102 to 108 of the Base Prospectus, as follows:

“The following is a general description of certain Spanish tax considerations. The information provided below does not purport to be a complete overview of tax law and practice currently applicable in the Kingdom of Spain and is subject to any changes in law and the interpretation and application thereof, which could be made with retroactive effect.

This taxation summary solely addresses the principal Spanish tax consequences of the acquisition, the ownership and disposal of Notes issued by the Issuer after the date hereof held by a holder of Notes. 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). 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.

References in this section to Noteholders include the beneficial owners of the Notes, where applicable.

Any prospective investors should consult their own tax advisers who can provide them with personalised advice based on their particular circumstances. Likewise, investors should consider the legislative changes which could occur in the future.

Introduction

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

- (i) of general application, Additional Provision One of Law 10/2014, of 26 June, on supervision and solvency of credit entities (“**Law 10/2014**”) as well as Royal Decree 1065/2007 of 27 July (“**Royal Decree 1065/2007**”), as amended by Royal Decree 1145/2011 of 29 July (“**Royal Decree 1145/2011**”);
- (ii) for individuals resident for tax purposes in Spain which are subject to the Personal Income Tax (“**PIT**”), Law 35/2006 of 28 November, on the PIT and on the Partial Amendment of the Corporate Income Tax Law, the Non-Residents Income Tax Law and the Net Wealth Tax Law, as amended, and Royal Decree 439/2007 of 30 March promulgating the PIT Regulations, as amended, along with Law 19/1991 of 6 June, on Wealth Tax, Law 38/2022, of 27 December, for the Establishment of Temporary Energy Taxes and Taxes on Credit Institutions and Financial Credit Establishments and which Creates the Temporary Solidarity Tax on Large Fortunes, and Modifies Certain Tax Regulations and Law 29/1987, of 18 December on the Inheritance and Gift Tax;
- (iii) for legal entities resident for tax purposes in Spain which are subject to the Corporate Income Tax (“**CIT**”), Law 27/2014, of 27 November governing the CIT, and Royal Decree 634/2015, of 10 July promulgating the CIT Regulations; and
- (iv) for individuals and entities who are not resident for tax purposes in Spain which are subject to the Non-Resident Income Tax (“**NRIT**”), Royal Legislative Decree 5/2004, of 5 March promulgating the Consolidated Text of the NRIT Law, and Royal Decree 1776/2004 of 30 July promulgating the NRIT Regulations, along with Law 19/1991, of 6 June on Wealth Tax, Law 38/2022 of 27 December for the Establishment of Temporary Energy Taxes and Taxes on Credit Institutions and Financial Credit Establishments and which Creates the Temporary Solidarity Tax on Large Fortunes, and Modifies Certain Tax Regulations and Law 29/1987, of 18 December on the Inheritance and Gift 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, all as amended from time to time.

Individuals with Tax Residency in Spain

Personal Income Tax (Impuesto sobre la Renta de las Personas Físicas)

Individuals with tax residency in Spain are subject to PIT on a worldwide basis. Accordingly, income obtained from the Notes will be taxed in Spain when obtained by persons that are considered resident in Spain for tax purposes. The fact that a Spanish company pays interest or guarantee payments under a Note will not lead an individual or entity being considered tax-resident in Spain.

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 Article 25.2 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 a flat rate of 19 per cent. on the first €6,000, 21 per cent. for taxable income between €6,000.01 and €50,000, 23 per cent. for taxable income between €50,000.01 and €200,000, 27 per cent. for taxable income between €200,000.01 and €300,000 and 30 per cent for taxable income exceeding €300,000.

As a general rule, both types of income are subject to a withholding tax on account at the current rate of 19 per cent.

However, it should be noted that Royal Decree 1065/2007 provides for information which are explained under section “—*Disclosure of Information in Connection with the Notes*” below and that, in particular, in the case of debt listed securities 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, as the Notes issued by the Issuer:

- (i) it would not be necessary to provide the Issuer with the identity of the Noteholders who are individuals resident in Spain for tax purposes or to indicate the amount of income attributable to such individuals; and
- (ii) interest paid to all Noteholders (whether tax resident in Spain or not) should be paid free of Spanish withholding tax provided that the information procedures are complied with.

Therefore, the Issuer understands that, according to Royal Decree 1065/2007, it has no obligation to withhold any tax amount for interest paid on the Notes corresponding to Noteholders who are individuals with tax residency in Spain provided that the information procedures (which do not require identification of the Noteholders) are complied with.

Nevertheless, Spanish withholding tax at the applicable rate (currently 19 per cent.) may have to be deducted by other entities (such as depositaries or financial entities), provided that such entities are resident for tax purposes in Spain or have a permanent establishment in the Spanish territory. The amounts withheld, if any, may be credited by the relevant investors against its final PIT liability.

Net Wealth Tax (Impuesto sobre el Patrimonio)

Net Wealth Tax may be levied in Spain on resident individuals on a worldwide basis. In particular, individuals with tax residency in Spain are subject to Net Wealth Tax to the extent that their net worth exceeds €700,000 (subject to any exceptions provided under relevant legislation in an autonomous region (*Comunidad Autónoma*)). Therefore, they should take into account the value of the Notes which they hold as at 31 December each year, the applicable rates ranging between 0.2 per cent. and 3.5 per cent., although the final tax rates may vary depending on any applicable regional tax laws, and some reductions may apply.

Temporary Solidarity Tax on Large Fortunes (Impuesto Temporal de Solidaridad a las Grandes Fortunas)

The Temporary Solidarity Tax on Large Fortunes may be levied in Spain on tax resident individuals on a worldwide basis.

In particular, individuals with tax residency in Spain are subject to the Temporary Solidarity Tax on Large Fortunes to the extent that their net worth exceeds €3,000,000. Therefore, they should take into account the value of the Notes which they hold as of 31 December each year, the applicable rates ranging between 1.7 per cent. and 3.5 per cent. The Temporary Solidarity Tax on Large Fortunes was established on a temporary basis for 2022 and 2023. However, based on the Royal Decree-Law 8/2023, of 27 December 2023, the temporary application of the Temporary Solidarity Tax on Large Fortunes has been extended until the review of the Net Wealth Tax in the context of the reform of the regional financing system.

Since the autonomous regions apply the current regional Net Wealth Tax (as described above), in order to avoid double taxation, the amount paid for the current regional Net Wealth Tax should be deductible from the Temporary Solidarity Tax on Large Fortunes.

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, being the taxpayer the transferee. The applicable State's tax rates currently range between 7.65 per cent. and 34 per cent. Depending on relevant factors (such as previous net wealth or family relationship between the transferor and transferee), the effective tax rate might range between 0 per cent and 81.6 per cent, although the final tax rate may vary depending on any applicable regional tax laws.

Legal Entities with Tax Residency in Spain for Tax purposes

Corporate Income Tax (Impuesto sobre Sociedades)

Legal entities with tax residency in Spain are subject to CIT on a worldwide basis.

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 tax rules. The current general tax rate according to CIT Law is 25 per cent with lower or higher rates applicable to certain categories of taxpayers.

Pursuant to Article 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). The amounts withheld, if any, may be credited by the relevant investors against its final CIT liability.

Notwithstanding the above, according to Royal Decree 1065/2007 (as amended), 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. The foregoing is subject to certain information procedures having been fulfilled. These procedures are described in “—*Disclosure of Information in Connection with the Notes*” below.

Therefore, the Issuer considers that, pursuant to Royal Decree 1065/2007 (as amended), it has no obligation to withhold any tax on interest paid on the Notes in respect of Noteholders who are Spanish CIT taxpayer, provided that the information procedures are complied with.

However, regarding the interpretation of Royal Decree 1065/2007 (as amended) and the information procedures, please refer to section “*Risk Factors—Risks Relating to Withholding Tax*” above.

Net Wealth Tax (Impuesto sobre el Patrimonio)

Legal entities resident in Spain for tax purposes are not subject to Net Wealth Tax.

Temporary Solidarity Tax on Large Fortunes (Impuesto Temporal de Solidaridad a las Grandes Fortunas)

Spanish resident legal entities are not subject to the Temporary Solidarity Tax on Large Fortunes.

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 Notes in their taxable income for Spanish CIT purposes for the fiscal year in which such Notes, or rights over Notes, are acquired.

Individuals and Legal Entities with no Tax Residency in Spain

Non-Resident Income Tax (Impuesto sobre la Renta de no Residentes)

(A) With 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 Residency in Spain—Corporate Income Tax (Impuesto sobre Sociedades)*”.

(B) With no permanent establishment in Spain

Both, interest payments periodically received and income deriving from the transfer, redemption or repayment of the Notes, obtained by individuals or legal entities who have no tax residency in Spain, being NRIT taxpayers with no permanent establishment in Spain, are exempt from such NRIT on the same terms laid down for income from Public Debt.

In order for such exemption to apply to interest payments, it is necessary to comply with the information procedures, in the manner detailed under “—*Disclosure of Information in Connection with the Notes*” as set out in Article 44 of Royal Decree 1065/2007 (as amended by Royal Decree 1145/2011).

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 Net Wealth Tax would generally not be subject to such tax. Otherwise, non-Spanish resident individuals whose properties and rights are located in Spain, or that can be exercised within the Spanish territory exceed €700,000 would be subject to Net Wealth Tax, the applicable rates ranging between 0.2 per cent. and 3.5 per cent., although the final tax rates may vary depending on any applicable regional tax laws, and some reductions may apply.

In accordance with Additional Provision 4 of the Wealth Tax Law as amended by Law 11/2021 of 9th July, non-Spanish resident individuals should be entitled to apply the specific regulation of the autonomous region where their most valuable assets are located and which trigger this Spanish Net Wealth Tax due to the fact that they are located or are to be exercised or must be fulfilled within the Spanish territory.

Non-Spanish resident legal entities are not subject to Net Wealth Tax.

Temporary Solidarity Tax on Large Fortunes (Impuesto Temporal de Solidaridad a las Grandes Fortunas)

Non-Spanish resident individuals whose properties and rights are located in Spain, or that can be exercised within the Spanish territory, and exceed €3,000,000 may be subject to the Temporary Solidarity Tax on

Large Fortunes which applies at State level (autonomous regions do not have competences). In such event, they should take into account the value of the Notes which they hold as of 31 December each year, the applicable rates ranging between 1.7 per cent. and 3.5 per cent. The Temporary Solidarity Tax on Large Fortunes was established on a temporary basis for 2022 and 2023. However, based on the Royal Decree-Law 8/2023, of 27 December 2023, the temporary application of the Temporary Solidarity Tax on Large Fortunes has been extended until the review of the Net Wealth Tax in the context of the reform of the regional financing system.

Since the autonomous regions apply the current regional Net Wealth Tax (as described above), in order to avoid double taxation, the amount paid for the current regional Net Wealth Tax should be deductible from the Temporary Solidarity Tax on Large Fortunes.

Noteholders should consult their own tax advisors regarding how this tax may apply to their investment in the Notes.

Non-resident legal entities are not subject to the Temporary Solidarity Tax on Large Fortunes.

Inheritance and Gift Tax (Impuesto sobre Sucesiones y Donaciones)

Individuals who do not have tax residency in Spain who acquire ownership or other rights over the Notes by inheritance, gift or legacy will be subject to Inheritance and Gift Tax in Spain in accordance with the applicable Spanish regional and state rules, unless they reside in a country for tax purposes with which Spain has entered into a double tax treaty in relation to Inheritance and Gift Tax. In such case, the individual will be subject to the relevant double tax treaty.

Non-Spanish tax resident individuals are subject to Spanish Inheritance and Gift Tax according to the rules set forth in the Spanish state-level or relevant autonomous region law. If the deceased, the heir or the donee is resident outside of Spain, the applicable rules will be those corresponding to the relevant autonomous regions as per the rules set out in the law. As such, prospective investors should consult their tax advisors.

The applicable State's tax rates currently range between 7.65% and 34%. Depending on the relevant factors, the effective tax rate might range between 0 per cent and 81.6 per cent., although the final tax rate may vary depending on any applicable regional tax laws. Thus, Noteholders should consult their tax advisers according to the particulars of their situation. 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 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.

Payments under the Guarantee

On the basis that payments of principal and interest made by the Guarantor under the Deed of Guarantee should be characterised as an indemnity under Spanish law, such payments may be made free and clear 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), and that accordingly they shall be classified as interest payments for Spanish tax purposes, they should determine that interest payments made by the Guarantor, relating to the Notes, will be subject to the same tax rules set out above for payments made by the Issuer. Therefore, under this scenario, it would also be necessary to comply with the information procedures, in the manner detailed under “—*Disclosure of Information in Connection with the Notes*” below.

Obligation to inform the Spanish Tax Authorities of the Ownership of the Notes

With effects as of 1 January 2013, Law 7/2012, of 29 October, as implemented by Royal Decree 1558/2012, of 15 November, introduced annual reporting obligations applicable to Spanish residents (*i.e.* individuals, legal entities, permanent establishments in Spain of non-resident entities) in relation to certain foreign assets or rights.

Consequently, if the Notes are deposited with or placed in the custody of a non-Spanish entity, Noteholders resident in Spain and permanent establishments of non-resident individuals or entities will be obliged, if certain thresholds are met as described below, to declare before the Spanish Tax Authorities, between 1 January and 1 April every year, the ownership of the Notes held on 31 December of the immediately preceding year (e.g., to declare between 1 January 2026 and 31 March 2026 the Notes held on 31 December 2025) through form 720.

This obligation would only need to be complied with if certain thresholds are met: specifically, if the only rights/assets held abroad are the Notes, this obligation would only apply if the value of the Notes together with other qualifying assets held on 31 December exceeds €50,000 (with the corresponding valuation to be made in accordance with Wealth Tax rules). If this threshold is met, a declaration would only be required in subsequent years if the value of the Notes together with other qualifying assets increases by more than €20,000 as against the declaration made previously. Similarly, cancellation or extinguishment of the ownership of the Notes before 31 December should be declared if such ownership was reported in previous declarations.

Disclosure of Information in Connection with the Notes

Disclosure of Information in Connection with Interest Payments

In accordance with section 5 of Article 44 of Royal Decree 1065/2007 as amended by Royal Decree 1145/2011 and provided that the Notes issued by the Issuer are initially registered for clearance and settlement in Euroclear and Clearstream Luxembourg and comply with the requirements set out in Law 10/2024, the Paying Agent designated by the Issuer would be obliged to provide the Issuer (or the Guarantor in relation to the payments made under the Deed of Guarantee) with a declaration (the form of which is set out in the Agency Agreement), which should include the following information:

- (i) description of the Notes;
- (ii) date of payment of the interest income derived from such Notes;
- (iii) total amount of interest derived from the Notes; and
- (iv) total amount of interest allocated to each non-Spanish clearing and settlement entity involved.

According to section 6 of Article 44 of Royal Decree 1065/2007, the relevant declaration will have to be provided to the Issuer (or the Guarantor, as the case may be) on the business day immediately preceding each Interest Payment Date. If this requirement is complied with, the Issuer (or the Guarantor) will pay gross (without deduction of any withholding tax other than any withholding tax under FATCA) 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 Guarantor, as the case may be) or the Paying Agent acting on its behalf 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 Guarantor) or the Paying Agent acting on its behalf 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 may be necessary such that a Noteholder would receive the same amount that he would have received in the absence of any such withholding or deduction, except as provided in Condition 10 (*Taxation*).

In the event that the current applicable procedures were to be modified, amended or supplemented by, amongst others, a Spanish law, regulation, interpretation or ruling of the Spanish Tax Authorities, the Issuer would inform the Noteholders of such information procedures and of their implications, as the Issuer (or the Guarantor, as the case may be) may be required to apply withholding tax on interest payments under the Notes if the Noteholders were not to comply with such information procedures.

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 Article 44 (see “—*Disclosure of Information in Connection with Interest Payments*” 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 European financial transactions tax

The European Commission published in February 2013 a proposal for a Directive for a common financial transaction tax (“**EU FTT**”) in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (excluding Estonia, the “**participating Member States**”). Estonia has since stated that it will not participate.

The proposed EU FTT has very broad scope and could, if introduced, apply to certain dealings in financial instruments (including secondary market transactions) in certain circumstances. The issuance and subscription of Notes should, however, be exempt.

The EU FTT proposal remains subject to negotiation between the participating Member States and the scope of any such tax is uncertain. It may therefore be changed prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate and participating Members States may withdraw. Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

The Spanish financial transactions tax

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 (three months after the publication of the Spanish FTT Law in the Spanish Official Gazette).

Spanish FTT charges a 0.2% rate on specific onerous acquisitions of listed shares issued by Spanish companies whose market capitalisation exceeds €1 billion on December 1 of the year prior to the acquisition, regardless of the jurisdiction of residence of the parties involved in the transaction.

However, according to the Spanish FTT Law, the Spanish FTT should not apply in relation to an issue of Notes under the Programme.”

GENERAL INFORMATION

The text set out below shall replace, by virtue of this Supplement, in its entirety sub-paragraphs 7(a) and 7(b) in the section entitled “*General Information*” on page 115 of the Base Prospectus:

“7.

- (a) There has been no material adverse change in the prospects of the Issuer nor has there been any significant change in the financial position or financial performance of the Issuer since 31 December 2024 (being the date of the latest available financial statements of the Issuer); and
- (b) There has been no material adverse change in the prospects of the Guarantor nor has there been any significant change in the financial position or financial performance of the Group since 31 December 2024 (being the date of the latest available financial information of the Group).”