



**NATURGY FINANCE IBERIA, S.A.**

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

**Guaranteed by**

**NATURGY ENERGY GROUP, S.A.**

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

**€1,000,000,000**

**Euro-Commercial Paper Programme**

Application has been made to the Irish Stock Exchange plc trading as Euronext Dublin (“**Euronext Dublin**”) for euro-commercial paper notes (the “**Notes**”) issued during the twelve months after the date of this document under the €1,000,000,000 euro-commercial paper programme (the “**Programme**”) of Naturgy Finance Iberia, S.A. (the “**Issuer**”) guaranteed by Naturgy Energy Group, S.A. (the “**Guarantor**” and, together with its consolidated subsidiaries, the “**Group**” or “**Naturgy**”) described in this document to be admitted to the official list and trading on the regulated market of Euronext Dublin, a regulated market for purposes of Directive 2014/65/EU on Markets in Financial Instruments (as amended).

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

Potential investors should note the statements on pages 77-82 regarding the tax treatment in Spain of income obtained in respect of the Notes.

The Programme has been rated A-2 by S&P Global Ratings (“**S&P**”) and F2 by Fitch Ratings (“**Fitch Ratings**”). Each of S&P and Fitch Ratings is established in the European Union and registered under Regulation (EU) No 1060/2009, as amended. Notes issued under the Programme may be rated or unrated. **A credit 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.**

**Arranger**

Barclays

**Dealers**

Barclays

Bred

Citigroup

Banca March

CaixaBank

ING

Société Générale

## IMPORTANT NOTICE

This information memorandum (together with any supplementary information memorandum and information incorporated herein by reference, the “**Information Memorandum**”) contains summary information provided by Naturgy Finance Iberia, S.A. (the “**Issuer**”) in connection with a euro-commercial paper programme (the “**Programme**”) guaranteed by Naturgy Energy Group, S.A. (the “**Guarantor**”) under which the Issuer may issue and have outstanding at any time euro-commercial paper notes (the “**Notes**”) up to a maximum aggregate amount of €1,000,000,000 or its equivalent in alternative currencies. Under the Programme, the Issuer may issue Notes outside the United States pursuant to Regulation S (“**Regulation S**”) of the United States Securities Act of 1933, as amended (the “**Securities Act**”). The Issuer and the Guarantor have, pursuant to a dealer agreement dated 10 December 2024 (the “**Dealer Agreement**”), appointed Barclays Bank Ireland PLC as arranger for the Programme (the “**Arranger**”), appointed Barclays Bank Ireland PLC, Banca March, S.A., Bred Banque Populaire, Citigroup Global Markets Europe AG, Citigroup Global Markets Limited, CaixaBank, S.A., ING Bank N.V. and Société Générale as dealers for the Notes (together with the Arranger and any additional dealers appointed from time to time by the Issuer either generally in respect of the Programme or in relation to a particular issue of Notes or a particular period of time, in each case, in accordance with the Dealer Agreement, the “**Dealers**”) and authorised and requested the Dealers to circulate the Information Memorandum in connection with the Programme on its behalf to purchasers or potential purchasers of the Notes.

**THE NOTES AND THE OBLIGATIONS OF THE GUARANTOR UNDER THE DEED OF GUARANTEE (AS DEFINED BELOW) HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OR ANY U.S. STATE SECURITIES LAWS AND MAY NOT BE OFFERED, SOLD OR DELIVERED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S) (“U.S. PERSONS”) UNLESS AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT IS AVAILABLE AND IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND ANY OTHER JURISDICTION.**

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

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

Each of the Issuer and the Guarantor has confirmed to the Arranger and the Dealers that the information contained or incorporated by reference in the Information Memorandum is true and accurate in all material respects and not misleading in any material respect and does not contain any misrepresentation which would make it misleading, and there are no other facts in relation to the Issuer, the Guarantor or any Notes the omission of which makes the Information Memorandum as a whole or any such information contained or incorporated by reference therein misleading in any material respect.

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

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

None of the Issuer, the Guarantor, the Issue and Paying Agent (as defined below), the Arranger or the Dealers accepts any responsibility, express or implied, for updating the Information Memorandum and neither the delivery of the

Information Memorandum nor any offer or sale made on the basis of the information in the Information Memorandum shall under any circumstances create any implication that the Information Memorandum is accurate at any time subsequent to the date thereof with respect to the Issuer or the Guarantor or that there has been no change in the business, financial condition or affairs of the Issuer or the Guarantor since the date thereof.

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

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

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

Neither the Arranger nor any of the Dealers accepts any liability in relation to this Information Memorandum or its distribution by any other person.

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

This Information Memorandum does not, and is not intended to, constitute (nor will any Pricing Supplement constitute, or be intended to constitute) an offer or invitation to any person to purchase Notes. The distribution of this Information Memorandum and any Pricing Supplement and the offering for sale of Notes or any interest in such Notes or any rights in respect of such Notes, in certain jurisdictions, may be restricted by law. Persons obtaining this Information Memorandum, any Pricing Supplement or any Notes or any interest in such Notes or any rights in respect of such Notes are required by the Issuer, the Guarantor, the Arranger and the Dealers to inform themselves about and to observe any such restrictions. In particular, but without limitation, such persons are required to comply with the restrictions on offers or sales of Notes and on distribution of this Information Memorandum and other information in relation to the Notes, the Issuer and the Guarantor set out under "*Subscription and Sale*" below.

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

## **MiFID II PRODUCT GOVERNANCE / TARGET MARKET**

The Pricing Supplement in respect of any Notes may include a legend entitled "MiFID II Product Governance" which may 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 Product Governance rules under EU Delegated Directive 2017/593 (the (“**MiFID 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 Product Governance Rules.

### **UK MiFIR PRODUCT GOVERNANCE / TARGET MARKET**

The Pricing Supplement in respect of any Notes may include a legend entitled “UK MiFIR Product Governance” which may 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.

### **BENCHMARKS REGULATION**

Interest and/or other amounts payable under the Notes may be calculated by reference to certain reference rates. Any such reference rate may constitute a benchmark for the purposes of Regulation (EU) No 2016/1011 (the “**EU BMR**”). If any such reference rate does constitute such a benchmark, the Pricing Supplement will indicate whether or not the benchmark is provided by an administrator included in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority (“**ESMA**”) pursuant to Article 36 (Register of administrators and benchmarks) of the EU BMR. Transitional provisions in the EU BMR may have the result that the administrator of a particular benchmark is not required to appear in the register of administrators and benchmarks at the date of the Pricing Supplement. The registration status of any administrator under the EU BMR is a matter of public record and, save where required by applicable law, the Issuer does not intend to update the Pricing Supplement to reflect any change in the registration status of the administrator.

### **SPANISH WITHHOLDING TAX**

This Information Memorandum describes in summary form certain Spanish tax implications and procedures in connection with an investment in the Notes. No comment is made or advice is given by the Issuer, the Guarantor, the Arranger or any Dealers in respect of taxation matters relating to the Notes. Investors must seek their own advice to ensure that they comply with all procedures to ensure correct tax treatment of their Notes. See “*Taxation*”.

### **INTERPRETATION**

In this Information Memorandum, unless otherwise specified or the context otherwise requires, references to “**U.S. dollars**” and “**U.S.\$**” are to the currency of the United States of America, references to “**Yen**” are to the currency of Japan, references to “**Brazilian Real**” and “**BRL**” are to the currency of Brazil, references to “**Chilean peso**” and “**CLP**” are to the currency of Chile, references to “**Colombian peso**” are to the currency of Colombia and references to “**Sterling**” are to the currency of the United Kingdom. References to “**euro**” and to “**€**” 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. Conversions into euro of amounts expressed in currencies other than euro in this Information Memorandum are provided for convenience only and, unless indicated otherwise, represent an estimate of such euro amounts based on publicly available conversion rates as at 30 June 2024. No representation is made that these amounts could have been, or could be, converted into euro at that rate or any other rate.

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

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

## ALTERNATIVE PERFORMANCE MEASURES

Certain alternative performance measures (as defined in the ESMA Guidelines on Alternative Performance Measures) (“**Alternative Performance Measures**” or “**APMs**”) are included in this Information Memorandum (which reference includes any information incorporated by reference herein). Such APMs, which are not required by, and have not been prepared in accordance with, International Financial Reporting Standards as adopted by the European Union (“**IFRS-EU**”), have been extracted or derived from the accounting records of the Group.

The Guarantor believes these measures will assist securities analysts, investors and other interested parties in the understanding of the Group’s results of operations and financial position. These APMs should be viewed as complementary to, rather than a substitute for, the figures determined according to IFRS-EU. Such APMs have not been audited or reviewed, and are not recognised measures of financial performance or liquidity under IFRS-EU but are used by management to monitor the underlying performance of the business, operations and financial condition of the Group.

These APMs may not be indicative of the Group’s historical results, nor are such measures meant to be predictive of its future results. The Guarantor has presented these APMs in this Information Memorandum because it considers them to be important supplemental measures of the Group’s performance or liquidity, because these and similar measures are seen to be used widely in the sector in which it operates as a means of evaluating a company’s operating performance and liquidity. However, not all companies calculate such APMs in the same manner or on a consistent basis. As a result, these measures may not be comparable to measures used by other companies under the same or similar names and they should not be considered as a substitute for financial measures computed in accordance with IFRS-EU.

Accordingly, undue reliance should not be placed on such APMs contained in this Information Memorandum.

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

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## KEY FEATURES OF THE PROGRAMME

<b>Issuer:</b>	Naturgy Finance Iberia, S.A.
<b>Issuer LEI:</b>	2138005FTXOJUBQ5J563
<b>Guarantor:</b>	Naturgy Energy Group, S.A.
<b>Guarantor LEI:</b>	TL2N6M87CW970S5SV098
<b>Risk Factors:</b>	Investing in Notes issued under the Programme involves certain risks. The principal risk factors that may affect the ability of the Issuer to fulfil its obligations under the Notes are discussed under “ <i>Risk Factors</i> ” below.
<b>Arranger:</b>	Barclays Bank Ireland PLC
<b>Dealers:</b>	Barclays Bank Ireland PLC, Banca March, S.A., Bred Banque Populaire, Citigroup Global Markets Europe AG, Citigroup Global Markets Limited, CaixaBank, S.A., ING Bank N.V. and Société Générale and any additional dealers appointed from time to time by the Issuer either generally in respect of the Programme or in relation to a particular issue of Notes, in each case, in accordance with the Dealer Agreement.
<b>Issue and Paying Agent:</b>	Citibank, N.A., London Branch.
<b>Listing Agent:</b>	Maples and Calder (Ireland) LLP.
<b>Programme Amount:</b>	The aggregate principal amount of Notes outstanding at any time will not exceed €1,000,000,000 (or its equivalent in other currencies) subject to applicable legal and regulatory requirements. The Programme Amount may be increased from time to time in accordance with the Dealer Agreement.
<b>Currencies:</b>	Notes may be denominated in Euro, Yen, Sterling, U.S. dollars, CHF and such other currencies as may be agreed between the Issuer, the Guarantor and the relevant Dealer(s) from time to time, subject in each case to compliance with all applicable legal and regulatory requirements.
<b>Denominations:</b>	<p>Global Notes shall be issued (and interests therein exchanged for Definitive Notes, if applicable) in the following minimum denominations:</p> <ul style="list-style-type: none"><li>(a) for U.S.\$ Notes, U.S.\$500,000 (and integral multiples thereof);</li><li>(b) for Euro Notes, €500,000 (and integral multiples thereof);</li><li>(c) for Sterling Notes, £100,000 (and integral multiples thereof);</li><li>(d) for Swiss Franc Notes, CHF500,000 (or integral multiples thereof); or</li><li>(e) for Yen Notes, ¥100,000,000 (and integral multiples thereof),</li></ul> <p>or such other conventionally accepted denominations in those currencies or such other currency as may be agreed between the Issuer, the Guarantor and the relevant Dealer from time to time, subject in each case to compliance with all applicable legal and regulatory requirements and provided that (i) in the case of Notes to be placed in the UK, the equivalent of that denomination in Sterling as at the relevant date of issue</p>

is not less than £100,000 and (ii) in the case of Notes to be placed in the EEA, the equivalent of that denomination in Euro as at the relevant date of issue is not less than €100,000.

If the proceeds of the issue of Notes are accepted in the UK, the Notes may constitute deposits for the purposes of the prohibition on accepting deposits contained in Section 19 of the Financial Services and Markets Act 2000 unless they are issued to a limited class of professional investors and have a denomination of at least £100,000 or its equivalent. See “*Subscription and Sale*”.

<b>Term of Notes:</b>	The tenor of the Notes shall be not less than one day nor more than 364 days from and including the date of issue to, but excluding, the maturity date, subject to legal and regulatory requirements.
<b>Early Redemption:</b>	The Issuer may only redeem the Notes prior to the Maturity Date for taxation reasons as described in the terms of the Notes.
<b>Redemption:</b>	Unless previously redeemed or purchased and cancelled, the Notes will be redeemed at par or as otherwise specified in the relevant Pricing Supplement on the Maturity Date.
<b>Issue Price:</b>	The Issue Price of each issue of Notes will be set out in the relevant Pricing Supplement.
<b>Yield Basis:</b>	The Notes may be issued at a discount or at a premium or may bear fixed or floating rate interest.
<b>Status of the Notes:</b>	The Notes will constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and will rank <i>pari passu</i> without any preference among themselves and (subject to any applicable statutory exceptions) at least <i>pari passu</i> with all other present and future unsecured and unsubordinated obligations of the Issuer.
<b>Status of the Guarantee:</b>	<p>The Notes will be unconditionally and irrevocably guaranteed by the Guarantor pursuant to a deed of guarantee (the “<b>Deed of Guarantee</b>”).</p> <p>The obligations of the Guarantor under the Deed of Guarantee will constitute direct, unconditional, unsubordinated and unsecured obligations of the Guarantor and (subject to any applicable statutory exceptions) will rank at least <i>pari passu</i> with all other present and future outstanding, unsecured and unsubordinated obligations of the Guarantor.</p>
<b>Taxation:</b>	All payments under the Notes will be made without deduction or withholding for or on account any present or future Spanish taxes, except as stated in the Notes and as stated under the heading “ <i>Taxation</i> ”.
<b>Form of the Notes:</b>	The Notes will be in bearer form. Each issue of Notes will initially be represented by one or more global notes (each a “ <b>Global Note</b> ” and together the “ <b>Global Notes</b> ”). Each Global Note which is not intended to be issued in new global note form (a “ <b>Classic Global Note</b> ” or “ <b>CGN</b> ”), as specified in the relevant Pricing Supplement, will be deposited on or around the relevant issue date with a depository or a common depository for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system. Each Global Note which is intended to be issued in new global note form (a “ <b>New Global Note</b> ” or “ <b>NGN</b> ”), as specified in the relevant Pricing Supplement, will be deposited on or around the relevant issue date with a common safekeeper for Euroclear and/or Clearstream, Luxembourg. Global Notes may be exchanged in whole (but not in part) for Definitive Notes in the limited



circumstances set out in the Global Notes (see “*Certain Information in Respect of the Notes—Form of the Notes*”).

**Listing and Trading:**

Each issue of Notes may be admitted to listing on the official list and to trading on the regulated market of Euronext Dublin. Notes may be listed, traded and/or quoted on any other listing authority, stock exchange and/or quotation system as may be agreed between the Issuer, the Guarantor and the Dealers. No Notes may be issued on an unlisted basis.

**Delivery:**

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

Account holders will, in respect of Global Notes, have the benefit of a deed of covenant dated 10 December 2024 and executed by the Issuer (the “**Deed of Covenant**”).

**Selling Restrictions:**

Offers and sales of Notes and the distribution of this Information Memorandum and other information relating to the Issuer and the Notes are subject to certain restrictions, details of which are set out under “*Subscription and Sale*”.

**Governing Law:**

The Notes and any non-contractual obligations arising out of or in connection with the Notes will be governed by, and construed in accordance with, English law, save for the status of the Notes and the status of the Guarantee which shall be governed by, and construed in accordance with, Spanish law.

**Use of Proceeds:**

The net proceeds from each issue of Notes will be used by the Group for general corporate purposes, including the repayment of financial indebtedness.

**Rating:**

The Programme has been rated A-2 by S&P and F2 by Fitch Ratings.

Notes issued pursuant to the Programme may be rated or unrated. Where an issue of Notes is rated, its rating will not necessarily be the same as the rating applicable to any other Notes issued under the Programme. None of these ratings is a recommendation to buy, sell or hold securities and any of them may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency without prior notice.

## RISK FACTORS

*Prospective investors should carefully consider all the information set forth in this Information Memorandum, the applicable Pricing Supplement and any documents incorporated by reference into this Information Memorandum, as well as their own personal circumstances, before deciding to invest in any Notes. Prospective investors should have particular regard to, among other matters, the considerations set out in this section of this Information Memorandum.*

*Each of the Issuer and the Guarantor believes that each of the following factors may affect its ability to fulfil its obligations under Notes issued under the Programme. All of these factors are contingencies which may or may not occur and neither the Issuer nor the Guarantor is in a position to express a view on the likelihood of any such contingency occurring. In addition, factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme are also described below.*

*Those risk factors that each of the Issuer and the Guarantor believe are the most material as at the date of this Information Memorandum have been presented first in each category. The order of presentation of the categories themselves or the remaining risk factors in each category is not intended to be an indication of the probability of their occurrence or of their potential effect on the Issuer's or the Guarantor's ability to fulfil their obligations under the Notes.*

*Each of the Issuer and the Guarantor believes that the factors described below represent the principal risks inherent in investing in Notes issued under the Programme as at the date of this Information Memorandum, but the inability of the Issuer or the Guarantor to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons which may not be considered significant risks by the Issuer and the Guarantor based on information currently available to them or which they may not currently be able to anticipate. Prospective investors should also read the detailed information set out elsewhere in this Information Memorandum, including the descriptions of the Issuer and the Guarantor, as well as the documents incorporated by reference, and reach their own views prior to making any investment decisions.*

*Before making an investment decision with respect to any Notes, prospective investors should consult their own stockbroker, bank manager, lawyer, accountant or other financial, legal and tax advisers and carefully review the risks entailed by an investment in the Notes and consider such an investment decision in the light of the prospective investor's personal circumstances.*

### **(I) RISK FACTORS THAT MAY AFFECT THE ABILITY OF THE ISSUER AND THE GUARANTOR TO FULFIL THEIR OBLIGATIONS UNDER THE NOTES**

#### **1. LEGAL AND REGULATORY RISKS**

##### *Risks relating to the Group's regulatory environment*

The Group operates in a highly regulated environment that impacts both regulated and liberalised activities and, as a result, the Guarantor and its subsidiaries are required to comply with a wide variety of legal rules and regulations applicable to the natural gas and electricity sectors. In particular, natural gas and electricity distribution are regulated businesses in most of the countries in which the Group carries out these activities. In addition, the Group is subject to laws and regulations relating to pricing, environmental requirements and other aspects of its activities in each of the countries in which it operates. An overview of these laws and regulations is provided in Note 2 of Appendix IV (*Regulatory Framework*) to the Guarantor's consolidated annual accounts for the year ended 31 December 2023, which are incorporated by reference in this Information Memorandum.

Although such overview, as supplemented by the information set forth below, contains all the information that the Group considers relevant as of the date of this Information Memorandum and in the context of the issue of any Notes, it does not constitute an exhaustive description of all applicable laws and regulations affecting the Group. Prospective investors and their advisers should make their own analysis of the laws and regulations applicable to the Group and the impact they may have on the Group and any investment in the Notes and should not rely on such overview only.

The laws and regulations governing the natural gas and electricity sectors in the countries where the Group operates are typically subject to periodic review by regulatory authorities. Following such reviews, or as a result of the approval of new laws and regulations, the regulatory frameworks in place in those jurisdictions, together with the interpretation of the applicable rules, may be modified, and such modifications may be significant in certain cases. In addition, the

regulatory authorities periodically update the tariffs and remuneration of regulated activities, which may result in adverse variations in the Group's revenues or remuneration. As of the date of this Information Memorandum, such tariff reviews are ongoing in Brazil for gas distribution activities, are foreseen for natural gas distribution in Argentina for the period from 2025 to 2027, and in Mexico for the period from 2026 to 2030, and a new law is currently being processed in Chile, which could result in a tariff reduction for Metrogas, S.A. ("**Metrogas**"). For electricity distribution, tariff reviews are foreseen in Panama for the period from July 2025 to June 2028, and in Argentina for the period from 2026 to 2030.

In Spain, framework methodologies were approved for the calculation of the remuneration for electricity transmission and distribution activities for the period from 2020 to 2025 by the Spanish National Commission on Markets and Competition (the "**CNMC**") in 2019 (Circular 2/2019, Circular 5/2019 and Circular 6/2019). However, as of the date of this Information Memorandum, the final annual remuneration of distribution activities for the years 2021 through 2024 and transmission activities for the years 2022 through 2024, in line with the framework methodologies for these activities, are still pending approval by the CNMC and, consequently, provisional remunerations are currently being applied.

During 2020, the CNMC also approved the methodology for calculating the tolls to be paid for the use of the electricity transmission and distribution networks for the period from 2020 to 2025. These tolls are calculated according to this new methodology, are set on an annual basis by the CNMC and have been applied since 1 June 2021.

Regarding gas distribution, during the years 2019 and 2020, the CNMC approved the remuneration methodology for transmission and distribution activities for the period from 2021 to 2026, maintaining the activity-based remuneration of the previous period, with an estimated remuneration reduction estimated at 16.8% (compared to 2020) as sector average for the last year of the six-year period to be applied progressively. In accordance with this remuneration methodology, the CNMC has established the remuneration for regulated natural gas transportation and distribution activities each year from 2021 to 2025. The remuneration for regulated gas transportation and distribution activities for the 2025 gas year, which began on 1 October 2024 and will end on 30 September 2025, was approved by the CNMC resolution of 23 May 2024, published in the Official State Gazette on 30 May 2024.

As was the case in the electricity sector, the CNMC also approved in 2020 the methodology for calculating the tolls to be paid for the use of the gas transportation, regasification and distribution networks. These tolls are calculated in accordance with this new methodology and are set annually by the CNMC. These tolls have applied to regasification infrastructures from 1 October 2020, and from 1 October 2021 for transportation and distribution networks.

Detailed information on the remuneration for electricity and gas transportation and distribution activities can be found on the CNMC's website ([www.cnmc.es](http://www.cnmc.es)).

With regard to the upcoming regulatory periods, the CNMC is reviewing the remuneration methodologies for electricity and gas transportation and distribution activities to be applied to calculate the annual remuneration of these activities in the next regulatory period from 2026 to 2031 for electricity and from 2027 to 2032 for gas activities. To that end, the CNMC has launched two public consultations:

- Public consultation on the methodology for the calculation of the financial remuneration rate of electricity and gas transportation and distribution assets (regulatory period 2026 to 2031), as well as LNG plants (regulatory period 2027 to 2032) for the next regulatory period as a revision of the current methodology established in Circular 2/2019.
- Public consultation on the revision of the remuneration methodology for electricity transmission and distribution activities that will apply for the regulatory period commencing from 2026 to 2031, revising the current remuneration methodology established in Circulars 5/2019 and 6/2019.

These public consultations constitute the first phase of the process to gather opinions from the public, but do not contain the CNMC's proposal. The discussion on the CNMC's proposal for the remuneration of the electricity grid will take place mainly throughout 2025. The aim is to have the new electricity grid remuneration methodology approved by 31 October 2025.

Since 2021, several laws related to the energy sector have been passed that establish temporary exceptional measures to mitigate the impact on consumers of high electricity and gas prices, affecting various areas in which the Group operates, such as the generation or commercialisation of gas and electricity, and include, among other measures:

- temporary reduction of the extra remuneration received by non-emitting infra-marginal power generation plants for the price of gas internalised in the wholesale electricity market;
- production cost adjustment mechanism to reduce the price of electricity in the wholesale market (known as the “Iberian Mechanism”);
- limitation of the increase in the cost of gas to be included in regulated gas tariffs, while recovering any deficit on the part of the regulated gas marketer by the General State Budget;
- temporary suspension of the 7% tax on electricity generation; and
- discounts on the social rate for electricity and guarantee of supply for vulnerable consumers of gas and electricity.

However, these measures have already expired between December 2023 and June 2024 or are expected to expire at the end of 2024.

Regarding the adequacy of generation, the capacity mechanisms in Spain are in the process of being approved by the European Commission. It is expected that the regulations will be processed by the Ministry of Ecological Transition and may imply a specific remuneration for the provision of these services for those plants that are awarded a contract through a competitive process.

The CNMC has also submitted to public consultation a review of the methodologies that regulate the operation of the wholesale electricity market and the management of the operation of the system to adapt them to European provisions and mainly to introduce new figures and models such as aggregators or local markets.

Furthermore, during the years 2023 and 2024, a number of regulations have been approved at the European Union level that constitute the European Union’s “Fit for 55” package. This package includes changes to European climate, energy, and transport policies to achieve the European Union’s new and more ambitious targets of reducing net emissions by 55% by 2030 compared to 1990 levels (previously such target was 40%) and achieving climate neutrality by 2050.

This legislative package mainly includes amendments to the existing Directives and Regulations on emissions trading, promotion of renewable energies, energy efficiency in general and energy efficiency in buildings, in the internal gas market, including regulations on hydrogen and renewable gases, and a new regulation on methane emissions. In particular, Regulation (EU) 2024/1747 and Directive (EU) 2024/1711 to reform the electricity market was published in 2024, which also imply regulatory changes in national legislation.

The process of implementation and transposition of this legislative package is expected to take place between 2025 and 2026 depending on the deadlines of each regulation.

The Group is unable to predict future changes to any of the laws or regulations applicable to its businesses or their interpretation. The introduction of any such changes or new regulatory requirements may adversely impact the remuneration received by the Group for its regulated activities, as well as its operating, capital and raw material costs, all of which could have a material adverse effect on the Group’s business, prospects, financial condition and results of operations.

***Risks relating to increased tax levels in certain jurisdictions where the Group operates***

The risks related to changes in applicable tax laws and regulations, in particular in relation to the taxation of the energy sector, changes in tax laws or regulations, tax treaties or any change in approach by the relevant authorities regarding the application, administration or interpretation of these laws or regulations, domestically or in any other applicable jurisdiction, could potentially result in higher tax expenses and payments (prospectively or retrospectively).

In the context of the current uncertain macroeconomic environment and in response to rising consumer prices, certain governments have introduced certain measures, including temporary taxes (“windfall taxes”) on companies and/or financial institutions that are deemed to have obtained excessive profits due to unusually favourable market factors (such as global commodity prices or a higher interest rate environment).

In December 2022, the Spanish Parliament approved Law 38/2022, of 27 December, which among other measures, created a temporary levy on energy and credit institutions for an initial period of two years. The levy on energy companies includes a 1.2% tax on the aggregated net turnover (*importe neto de la cifra de negocios*) from the activity carried out in Spain for the years 2022 and 2023 with certain adjustments and is payable within the first twenty calendar days of September in 2023 and 2024 (with a carveout for (i) companies below a €1 billion revenue threshold in 2019; and (ii) companies with energy revenues below 50% of total revenues in 2017, 2018 and 2019). However, this tax has been extended for an additional year according to Royal Decree 8/2023, of 27 December. This tax is not deductible for Corporate Income Tax purposes and cannot be passed on to customers. While certain political parties in Spain have publicly expressed their support for the application of this law to be extended beyond 2024, these proposals have not yet been approved and other political parties are opposed to them.

Any of the above measures could have a material and adverse impact on the Group's profits and, as a result, have a material adverse effect on the Group's business, prospects, financial condition and results of operations.

#### ***Risks relating to concessions, licences and other administrative authorisations***

Given the highly regulated nature of some of the gas and electricity sectors in which the Group operates, some of its activities are subject to obtaining relevant concessions, licences or other administrative authorisations, which can be time-consuming and costly. In addition, some of the Group's renewable activities are also subject to obtaining the relevant concessions, licences or other administrative authorisations, which can be time-consuming and costly. Operating without the necessary concessions, licences or authorisations may result in sanctions or penalties.

Therefore, the profitability of, and return, on the Group's investments are conditional on obtaining and maintaining the relevant concessions and administrative authorisations in the medium and long term, which, in many cases, is beyond the control of the Group. Any new political, social or economic conditions in these jurisdictions could affect the validity of the Group's concessions, licences or other administrative authorisations, as well as have unforeseeable consequences for the Group's business plan and adversely affect the revenues from the Group's activities and return on investment in such jurisdictions.

In addition, it should be noted that many of the Group's concessions are subject to compliance with certain commitments which, if not fulfilled, may lead to penalties, reductions in revenue, revocation of concessions and enforcement of any guarantees or surety bonds, which could materially and adversely impact the return on the Group's investments and, as a result, have a material adverse effect on the Group's business, prospects, financial condition and results of operations.

#### ***Risks relating to environmental laws and regulations***

The Group is subject to extensive environmental protection laws and regulations that require the preparation of environmental impact studies, the maintenance of relevant authorisations, licences and permits and compliance with certain other requirements. Any such environmental authorisations and licences may not be granted or be revoked as a result of non-compliance with the conditions imposed by such authorisations or otherwise.

In addition, the Group is subject to changes in the legal and regulatory framework related to environmental and climate change concerns in the countries in which it operates. Given the continued and growing attention to climate change and the global drive towards low-carbon economies and energy sources, the Group's business could be impacted by the implementation of new legal and regulatory measures (including taxes) aimed at mitigating the effects of climate change, resulting in higher compliance costs and operational restrictions for the Group. In addition, there can be no assurance that the Group will be able to successfully adapt its business model and strategy to such changes in the legal and regulatory framework applicable to it.

Any of the above could have a material adverse effect on the Group's business, prospects, financial condition and results of operations.

#### ***Risks relating to litigation and arbitration***

The sectors in which the Group operates have grown more litigious in recent years, as a result of the volatility of fuel and natural gas prices and greater competition in the liberalised market, among other factors. The Guarantor and certain of its subsidiaries are currently involved in a number of judicial, arbitration and regulatory proceedings and, as at the date of this Information Memorandum, it is foreseeable that those will substantially increase in the coming months due to the high volatility of energy commodities and its price differentials. While the Group will try to settle proceedings by reaching agreements (as it has achieved in the past), if litigation proceedings are commenced and

continued, their retroactive effects could reach relevant economic amounts once the awards are issued several years after their initiation. Given the nature of the Group's business and the sectors in which it operates, the amounts involved in such proceedings can be significant. See "*Description of the Guarantor—Litigation and Arbitration*" for a description of the Group's main judicial, arbitration and regulatory proceedings as at the date of this Information Memorandum.

An adverse outcome in one or more of those proceedings (including out-of-court settlements), or any future proceedings, could have a material adverse effect on the Group's business, prospects, financial condition and results of operations.

## **2. RISKS RELATING TO THE GROUP'S BUSINESS ACTIVITIES AND INDUSTRIES**

### ***The Group is exposed to price variations in crude oil, natural gas and electricity***

A significant portion of the Group's operating expenses relate to the purchase of natural gas and liquefied natural gas ("LNG") for commercialisation in the regulated and deregulated markets in which it operates and for fuelling its combined cycle gas turbine ("CCGT") plants for electricity generation. Although the prices that the Group charges its gas customers generally reflect the market price of natural gas, in changing market conditions the adjustments it makes to its sale prices may not fully reflect the changes in the cost of natural gas supplies. In addition to increasing costs in the Group's natural gas business, higher gas prices can also inflate its electricity generation costs, as natural gas is used to fuel its CCGT plants. Lower short-term gas prices may also harm the competitiveness of the Group's gas procurement portfolio for supplying its customers and limit the competitiveness of its CCGT power production since lower spot gas prices can imply lower procurement costs for competing gas suppliers and also lower power wholesale prices, putting pressure on companies with long-term purchase commitments.

The prices for such commodities have historically fluctuated and the Group cannot be certain that prices will remain within projected levels.

Annual average prices of a barrel of Brent crude oil are highly volatile, amounting to an average of U.S.\$52.5 in 2015, U.S.\$43.7 in 2016, U.S.\$54.3 in 2017, U.S.\$71.0 in 2018, U.S.\$64.3 in 2019, U.S.\$41.7 in 2020, U.S.\$70.7 in 2021, U.S.\$101.2 in 2022 and U.S.\$82.6 in 2023 (source: *Platts Brent Dated*). The average price of a barrel of Brent crude oil amounted to U.S.\$81.35 in the period from January through November 2024, while the average forward price for a barrel of crude oil for 2025 amounted to U.S.\$71 as at 30 November 2024 (source: *Platts Brent Dated*).

With regard to the Title Transfer Facility ("TTF") natural gas price index, prices are highly volatile, amounting to an average price per MWh of €13.94 in 2016, €17.0 in 2017, €21.96 in 2018, €15.33 in 2019, €9.35 in 2020, €38.74 in 2021, €130.63 in 2022 and €47.97 in 2023 (source: *ICIS HEREN TTF*). The average price per MWh amounted to €32.82 in the period from January through November 2024, while the average forward price per MWh for 2025 amounted to €45.63 as at 30 November 2024 (source: *ICIS HEREN TTF*).

Crude oil and natural gas prices are highly influenced by geopolitical factors, including but not limited to, demand in China, India and Japan, oversupply and overdemand of crude oil and raw materials, the strong U.S. dollar, the Russia-Ukraine conflict related sanctions, the military conflicts in the Middle East as well as general market volatility.

Additionally, new procurement contracts from the U.S. (Sabine Pass and Corpus Christi) are exposed to the Henry Hub index, which is also highly volatile, with the annual average price of one million British Thermal Units (BTU) of natural gas amounting to U.S.\$2.46 in 2016, U.S.\$3.12 in 2017, U.S.\$3.09 in 2018, U.S.\$2.63 in 2019, U.S.\$2.08 in 2020, U.S.\$3.84 in 2021, U.S.\$6.64 in 2022 and U.S.\$2.74 in 2023 (source: *NYMEX New York Mercantile Exchange*). The average price of one million British Thermal Units (BTU) for the period from January through November 2024 amounted to U.S.\$2.16 (source: *NYMEX New York Mercantile Exchange*). Finally, increasingly liquid final destination markets may not sufficiently reflect existing long-term gas procurement contract prices.

The price of electricity in Spain is also highly volatile due to the market share of renewable technologies and their dependence on climate conditions and also because of the volatility of thermal energy technologies that define the price of electricity in Spain since it is the marginal technology required to cover electricity demand. The average price per MWh of electricity fell from €47.25 in 2012 to €44.19 in 2013 and to €41.97 in 2014, rising to €52.02 in 2015, falling significantly to €39.67 in 2016, rising again to €52.24 in 2017 and to €57.29 in 2018, falling to €47.68 in 2019, falling further to €33.97 in 2020, rising significantly to €111.93 in 2021 and €167.54 in 2022, falling to €87.10 in 2023 and to €58.57 for the period from January through November 2024 (source: *OMIE*), and which, as at the date of the Information Memorandum is expected to increase as reflected by the forward curves of pool prices,

with an average forward pool price for 2025 amounting to €73.52 as at 30 November 2024 mainly due to the increase in the forward market gas prices.

The Group's business activities include wholesale natural gas sales to electricity producers and others. With respect to such transactions, its results of operations are likely to depend largely upon prevailing market prices in regional markets and other competitive markets. These market prices may not correlate with long-term gas procurement contracts. As a result, the Group's natural gas wholesale business is exposed to risks of fluctuating commodity prices and movements in the price of electricity.

There can be no assurance that the Group will be able to fully pass on its costs to its gas and electricity customers or to negotiate a decrease in wholesale prices with its suppliers, or otherwise offset such variations through hedging arrangements and other risk management techniques.

Additionally, long-term gas purchase contracts typically provide for regular price revision mechanisms: the parties have the right to request a review of the gas purchase price in certain circumstances, and in the event the parties are unable to reach an agreement, such contracts provide for an independent system or formula for setting the price. The Group is periodically subject to such procedures, which may potentially result in the unfavourable pricing of gas or delayed or lack of pass-through of market conditions to the gas suppliers. Long-term gas purchase contracts also typically require the purchase of a certain amount of natural gas and LNG during specified contract periods, usually on a yearly basis. The Group is contractually bound to purchase such minimum volumes even if it does not take the gas (sometimes known as "take-or-pay" clauses). Some agreements provide for a recovery of the amount paid to purchase such minimum gas volumes (sometimes known as "make-up" clauses) in certain circumstances. However, the Group may be subject to such "take-or-pay" clauses without the possibility to recover the gas volumes or amounts it pays.

Any such variations in commodity prices could have a material adverse effect on the Group's business, prospects, financial condition, and results of operations.

#### ***Impact of weather and climate conditions***

The demand for electricity and natural gas, as well as electricity and gas prices, are closely related to climate. Generally, natural gas demand is higher during the cold weather months of October through March in Europe and Mexico (or April through September in Argentina and Chile and, to a lesser extent, Brazil) and lower during the warm weather months of April through September in Europe and Mexico (or October through March in Argentina and Chile and, to a lesser extent, Brazil). 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 operations of the Group's natural gas operations could be negatively affected by periods of unseasonable warm weather during the autumn and winter months, due to decreases in factors such as price and volume. Likewise, electricity demand may decrease during mild summers as a result of reduced demand for air-conditioning, negatively impacting revenues generated from the Group's electricity generation and distribution businesses and its commercialisation of natural gas.

The Group's operations involve hydroelectric, wind and solar generation in Spain and Latin America, and, accordingly, the Group is dependent upon hydrological and weather conditions prevailing from time to time in the geographic regions in which its generation facilities are located. If hydrologic or weather conditions result in droughts or other events that negatively affect the Group's renewable generation business, this could have a material adverse effect on the Group's business, prospects, financial condition, and results of operations.

Moreover, the Group may be impacted by the physical and environmental effects of climate change, which are difficult to predict. Possible outcomes include less stable or predictable weather patterns, which could result in more frequent or severe storms and other weather conditions (such as flooding, drought and hurricanes) that could increase the Group's operating costs and interfere with its business operations, particularly when located in areas that typically experience more severe weather conditions, such as atypical wind/cyclonic storms in Spain; hurricanes, earthquakes and tsunamis in Puerto Rico; hurricanes, earthquakes, tsunamis and floodings in Mexico; earthquakes in Chile and earthquakes and floodings in Panama and Costa Rica. During November 2024, the Eastern region of Spain was significantly affected by heavy rainfall, particularly in certain municipalities in the Valencian Community, leading to loss of life and severe damage to infrastructure, such as roads, bridges, sewer systems and gas and electricity distribution networks. In addition, significant climatic changes, including a gradual, steady increase in global temperatures, could affect consumer behaviour and global or regional demand for energy products such as natural gas. There can be no assurance that the Group will be able to adapt its business model and strategy successfully to

the evolving physical and environmental effects of climate change. Any failure to do so could have a material adverse effect on the Group's business, prospects, financial condition, and results of operations.

### ***Environmental and climate related risks***

The Group is subject to risks associated with key environmental issues such as climate change, water and biodiversity. These risks include changes to energy policies, laws and regulations aimed at mitigating climate change, which includes driving renewable energies and the promotion of energy efficiency. Any such changes could result in increased compliance costs and operational restrictions for the Group. See “—*Legal and Regulatory Risks—Risks relating to environmental laws and regulations*”.

The Group is also exposed to the physical and environmental effects of climate change, which could negatively affect the operation of the Group's power generation and electricity distribution assets as well as resulting in a change to consumer behaviour and reduced demand for the Group's products. See “—*Impact of weather and climate conditions*”.

The growing public concern with regards to climate change or environmental protection more generally could also have an adverse impact on the Group's ability to carry out new investment projects or otherwise harm its reputation. For example, concerns about fugitive emissions of methane in natural gas extraction processes could result in natural gas being seen as equally harmful as more carbon-intensive fossil fuels.

In addition, if the Group fails to keep pace with technological improvements or innovations that support the transition to a lower carbon, energy efficient economic system, this could have an adverse effect on its business and prospects.

While the Group analyses these and other risks associated with climate change and the wider environment and establishes goals to mitigate their impact on the Group, there can be no assurance that the Group will be able to mitigate such risks effectively or at all. As a result, any of the above could have a material adverse effect on the Group's business, prospects, financial condition, and results of operations.

### ***Gas volume risks***

Most purchases of natural gas and LNG are made pursuant to long-term contracts with clauses (sometimes known as “take-or-pay” clauses) that require the Group to purchase a certain amount of natural gas and LNG during specified contract periods. Pursuant to these contracts, even if the Group requires less than the minimum contracted amount, it is still contractually bound to pay for the minimum contracted amount, thereby paying for an amount of gas or LNG that is greater than its operational needs or to pay a fixed price amount for such gas irrespective of whether it takes the gas or not. When the Group enters into contracts with “take-or-pay” provisions, it negotiates the contracted amount based on forecasts of its anticipated future needs and the competitiveness of such gas. Such forecasts are based on previous experience and the information then available to the Group, but actual volume requirements may prove to be lower than those projected at the time the contracts are entered into. Any significant variation in the forecasted levels of demand or price competitiveness could result in the Group being required to pay for quantities of natural gas that exceed its actual needs, regardless of whether it elects to take delivery of the excess quantities of gas, which could, in turn, have a material adverse effect on the Group's operational costs and, as a result, its business, prospects, financial condition and results of operations.

There may exist other volume risks, such as unexpected demand contractions due to mild weather or sudden unexpected demand rise such as the surge in consumption experienced as at the date of this Information Memorandum due to, among other things, the supply-demand shock resulting from the rapid economic recovery following the COVID-19 pandemic in 2021. A further risk may derive from the fact that certain industrial customers may not be able to maintain their activity level with high energy prices, which could therefore reduce their demand.

In addition, many integrated oil and gas companies have been reluctant to finance new projects, as their broader goal is the transition to renewables, which in turn may adversely affect gas storage levels in Europe.

Gas prices decreased in 2023 due to very high gas storage levels in the European Union, an unusually low gas demand in Europe during the winter due to mild weather, an increased supply as well as contained demand for gas. However, during 2024, gas prices are registering a slight upward trend compared to 2023, remaining at stable pre-crisis levels. As at the date of this Information Memorandum, gas storage in the European Union is at approximately 95% capacity. A variety of flexibility levers are being applied in response to the high gas storage levels, such as coal-fired power generation, gas demand reduction, floating LNG storage and regasification units as well as alternative gas supply options. However, the situation remains precarious and any adverse weather conditions (such as cold snaps);



operational issues (such as gas supply shortages); or geopolitical shocks could lead to high volatility and very high gas prices.

Furthermore, despite the normalisation of gas prices towards levels prior to the supply-demand shock described above, as at the date of this Information Memorandum, increased volatility in the TTF natural gas price index in recent months reflects an increased uncertainty of gas prices. In addition, the heightened geopolitical tensions following Russia's invasion of Ukraine as well as the ongoing military conflict in the Middle East could further disrupt regional and global gas markets and affect the European gas supply. Moreover, any further escalation of the conflict could threaten oil transportation routes and disrupt the flow of oil and gas globally, which, in turn, could lead to higher gas prices.

Any shortage experienced by the Group's gas suppliers or high gas prices may have a material adverse effect on the Group's operating costs and, consequently, on its business, prospects, financial condition, and results.

#### ***Development of the Group's electricity activities***

The success of the Group's electricity sector operations could be adversely affected by factors beyond the control of the Group, including the following:

- increases in the cost of generation, including increases in fuel costs and CO<sub>2</sub> prices;
- reduced competitiveness of the Group's gas procurement to be used in the Group's power generation facilities;
- the possibility of a reduction in the projected rate of growth in electricity usage as a result of factors such as economic or weather conditions;
- the implementation of energy conservation schemes;
- risks incidental to the operation and maintenance of electricity generation facilities;
- the increasing price volatility that has resulted from deregulation and changes in the market as well as the recent commodity price environment, due to the supply-demand shock resulting from the rapid post-COVID-19 economic recovery, the escalating geopolitical tensions due to Russia's invasion of Ukraine and the ongoing military conflict in the Middle East;
- surplus electricity generation capacity in the markets served by the electricity plants the Group owns or in which it has an interest;
- generation-commercialisation imbalances that may result in the exposure of the Group to electricity price volatility;
- the imposition of new requirements by regulatory authorities resulting from the current increases in the price of power in the jurisdictions in which the Group operates; and
- alternative sources and supplies of energy becoming available due to new technologies and increasing interest in renewable energy and cogeneration.

Should any of these risks materialise, they could have a material adverse effect on the Group's business, prospects, financial condition and results of operations.

#### ***Level of competitiveness in supply activities in the gas and electricity market***

The Group operates in a highly competitive environment in the gas and electricity markets in the different countries in which it carries on its business. In particular, the liberalisation processes that have taken place in energy markets both in Spain and in other key markets have had a negative impact on energy prices and margins as they are influenced by international energy prices and tend to be more volatile. This can generate inefficiencies in the pass-through of the volatility of the energy scenario to customers.

There is also a negative impact on the market share of retail supply, especially in the gas business. The Group may continue to lose market share due to the entry of new suppliers into the market or existing suppliers. Its portfolio of long-term gas supply contracts may become less competitive if the relevant price indices of such portfolio and those

of the final markets differ. A further decline in market share could have a significant adverse effect on the Group's business, prospects, financial condition, and results of operations.

In the electricity industry, liberalisation has led to increased competition as a result of consolidation and the entry of new market participants in the European Union electricity markets, including the Spanish electricity market. The liberalisation of the electricity industry in the European Union has also led to lower electricity prices in some market segments as a result of the entry of new competitors and cross-border energy suppliers as well as the establishment of European electricity exchanges, which in turn has led to increased liquidity in the electricity markets. This liberalisation of the electricity market means that many areas of the Group's business must develop in a more competitive environment.

If the Group were unable to adapt to or adequately manage this competitive market its business, prospects, financial condition and results of operations could be materially adversely affected.

### **3. RISKS RELATING TO THE GROUP'S OPERATIONS**

#### ***Operating risks***

The Group's operations are subject to certain inherent risks, including fraud events, cyber-criminal attacks, pipeline ruptures, breakdowns affecting its electricity generation assets and LNG tankers, explosions, pollution, release of toxic substances, fires, adverse weather conditions or catastrophic natural events (such as earthquakes, hurricanes and floods that have affected the islands of Puerto Rico in the past decades, or the heavy rainfall that struck the Eastern region of Spain in November 2024), failure by gas and fuel suppliers or other third parties to fulfil contractual obligations, sabotage, accidental damage to its gas and electricity distribution networks or electricity generation assets and other hazards and *force majeure* events, any of which could result in personal injury and/or damage to, or the destruction of, the Group's facilities and other properties or an interruption in gas supply and/or electricity generation.

Moreover, Naturgy's construction projects are subject to certain intrinsic risks, such as accidental damage, supplier stock ruptures, cargo delays or cancellations, supplier design errors, fires, adverse weather conditions, release of toxic substances, explosions, failure by suppliers or other third parties to fulfil contractual obligations and other hazards and *force majeure* events, any of which could result in personal injury and/or damage to, or the destruction of, the Group's facilities and other properties affecting the construction planning and delaying the start of operations of new generation assets.

Additionally, the Group may be subject to civil, administrative and criminal liability claims for personal injury and/or other damages caused in the ordinary course of its activities, such as loss of information of third parties due to cyber-criminal attack, failures in its distribution network, gas explosions, wildfires, pollution or toxic spills or incidents with its generating plants. Such claims could result in the payment of compensation under the laws of certain countries where the Group operates, which could, to the extent the Group's civil liability insurance policies do not cover such damages, have a material adverse effect on the Group's business, prospects, financial condition and results of operations.

Furthermore, if operations at compression stations on the Europe-Maghreb pipeline were to be interrupted, suppliers may notify the Group of a reduction in supply levels or seek to enforce *force majeure* provisions with a view to terminating the corresponding supply agreements. The Group is not generally able to predict the occurrence of these or similar events and they may cause unanticipated interruptions in its gas supply and electricity generation activities. While the Group seeks to obtain insurance cover for risks such as damage to property and loss of profit, its financial condition and results of operations may be adversely affected to the extent any losses are uninsured, exceed the applicable limitations under its insurance policies, are subject to the payment of excesses or to the extent the premiums payable in respect of such policies are increased as a result of insurance claims.

The Group enters into long-term gas supply contracts and, consequently, its gas supply is subject to the risk of non-fulfilment by its contractual counterparties. In the event that insufficient gas is supplied to the Group due to the failure of a counterparty to deliver contracted amounts of gas or for any other reason, the Group could be required to seek alternative sources of gas in order to ensure continued supply. This may require purchases on the "spot" market (a non-organised market aimed at short-term commercialisation in gas, primarily LNG), to acquire the gas required. Such "spot" purchases may only be available on more expensive terms than under the current supply contracts to which the Group is party, and this cost may not be recoverable under such contracts. The Group cannot provide any assurance that, in such circumstances, it would be able to acquire the gas needed to guarantee supply on reasonable terms, or at all, and any failure to do so could have a negative effect on its business, prospects, financial condition and results of operations.

If any of these operating risks were to materialise, they could have a material adverse effect on the Group's business, prospects, financial condition and results of operations.

#### ***Construction and development of new infrastructure***

The construction and development of natural gas supply and distribution infrastructure and the exploration, production and sale of LNG, as well as electricity generation and distribution projects, can be time-consuming and highly complex. Any increase in the costs of, 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 of operations. In particular, if the Group were unable to complete projects under development, it would not be able to recover the costs incurred and its profitability, and, as a result, its business, prospects, financial condition and results of operations, could be materially adversely affected.

#### ***Risks related to cybersecurity***

Naturgy aims to evolve and adapt to new trends and technologies, such as cloud migration and artificial intelligence. As a result, the Group may be affected by threats to the availability, confidentiality, integrity and privacy of both information assets and technologies which support its business processes, as well as the risk of non-compliance with regulations related to cybersecurity.

Examples of these threats include unauthorised access to, as well as the use, disclosure, degradation, interruption, information exfiltration, modification or destruction of information, including as a consequence of acts of terrorism, malicious and ransomware attacks, denial-of-service attacks, sabotage and account takeovers, phishing attacks and other intentional acts. Such attacks and unauthorised access to the Group's IT systems may also affect essential services operations and compromise business data and customer information resulting in fines and penalties as a consequence of the violation of data protection regulations and other legal requirements. Such threats could also damage the reputation of the Group.

Any of the above could have a material adverse effect on the Group's business, prospects, financial condition or results of operations.

## **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 Information Memorandum, 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 Information Memorandum, 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 June 2024, the volume under this contract accounted for 17% of the Group's global supply (15% in 2023). As at the date of this Information Memorandum, 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.

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 Information Memorandum, the European Central Bank ("ECB") has raised its inflation projections for the fourth quarter of 2024 and expects its inflation target of 2% to be met only by the end of 2025. In

addition, the ECB expects economic growth likely to remain weak in the near term. The ECB also decided to reduce the three key ECB interest rates by 25 basis points in October 2024 with the objective of inflation returning to 2% in the medium term. As a result, the interest rate of the Group's main financing decreased to 3.40%, effective from 23 October 2024.

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 30 June 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 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.

## **5. RISKS RELATING TO THE GROUP'S STRATEGY**

### ***Business strategy***

On 27 July 2021, the Guarantor's Board of Directors approved a new Strategic Plan for the period 2021 through 2025 (the "**Strategic Plan**"), during which the Group aims to strengthen its role in the energy transition and decarbonisation. The Strategic Plan is part of the Group's strong commitment to Environmental, Social and Governance ("**ESG**") criteria that the Group has been implementing in recent years and includes a Sustainability Plan with targets for 2025 in the ESG areas. This includes the objective of achieving zero emissions by 2050 and close to 60% of installed power from renewable sources, among other targets and objectives. See "*Description of the Guarantor—New Strategic Plan 2021-2025*" for a description of the Group's new Strategic Plan.

In addition, on 10 February 2022, Naturgy communicated the decision of its Board of Directors to launch Project Gemini, which consisted of the significant reorganisation of the Group's group of companies, of which the Guarantor is the parent company. Naturgy's management team informed in July 2023 that the necessary conditions to implement such project were not present. As at the date of this Information Memorandum, Naturgy is preparing a new strategic plan to be presented at the time of presentation of the Group's full-year results for the year ended 31 December 2024.

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 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 Strategic Plan successfully, either in full or in part. Were the Group to fail to achieve the strategic objectives and targets formulated in the 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.

#### ***Risks related to acquisitions, investments and disposals***

As part of the Group's strategy, the Group may engage in acquisitions, investments and total or partial disposals of interests. There can be no assurance that the Group will identify suitable acquisition opportunities, obtain the financing necessary to complete and support such acquisitions or investments, acquire businesses on satisfactory

terms, or that any acquired business will prove to be profitable. In addition, acquisitions, investments and divestments involve a number of risks associated with unanticipated events, including difficulties in relation to the operational integration of such new businesses in the Group or the disintegration of such businesses from the Group and risks arising from provisions in contracts that are triggered by a change of control of an acquired company or from provisions in contracts relating to the units to be divested. Any total or partial disposal of any interest may also adversely affect the Group's financial condition. Any of the above factors could have a material adverse impact on the Group's business, prospects, financial condition and results of operations.

## **(II) RISKS RELATING TO WITHHOLDING**

### ***Risks in relation to Spanish Taxation in respect of payments made by the Issuer or the Guarantor***

The Issuer is required to receive specific information relating to the Notes. If such information is not received by the Issuer in a timely manner, the Issuer will be required to apply Spanish withholding tax (currently 19 per cent.) to any payment of income in respect of the relevant Notes.

Whilst the Guarantor considers that payments under the Guarantee should be characterised as an indemnity and, accordingly, be made free and clear of, and without withholding or deduction for, any taxes imposed by the Kingdom of Spain, 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, and therefore subject to Spanish withholding tax (currently 19 per cent.) if the information relating to the Notes is not provided in a timely manner. See "*Taxation—Payments under the Guarantee*" and "*Taxation—Disclosure of Information in Connection with the Notes*".

Prospective purchasers of the Notes should consult their own tax advisers as to the consequences under the tax laws of the Kingdom of Spain of receiving payments of interest under the Notes.

## **(III) RISKS IN RELATION TO THE NOTES**

### ***There is no active trading market for the Notes***

Notes issued under the Programme will be new securities which may not be widely distributed and for which there is at the date of this Information Memorandum no active trading market. If an active trading market does not develop or is not maintained, the market price and liquidity of the Notes may be adversely affected. If a Tranche of Notes is issued to a single investor or a limited number of investors, this may result in an even more illiquid or volatile market in such Notes. Further, if the Notes are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon the market for similar securities, general economic conditions and the financial condition of the Issuer and/or the Guarantor. Although applications have been made for Notes issued under the Programme to be admitted to the official list and to trading on the regulated market of Euronext Dublin, there is no assurance that such applications will be accepted, that any particular issue of Notes will be so admitted or that an active trading market will develop. Accordingly, there is no assurance as to the development or liquidity of any trading market for any particular issue of Notes.

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

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

***Investors have to rely on the procedures of Euroclear and Clearstream, Luxembourg for transfers, payment and communication with the Issuer and/or the Guarantor***

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

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

Holders of beneficial interests in the Global Notes will not have a direct right to take enforcement action against the Issuer and/or the Guarantor under the relevant Notes but will have to rely upon their rights under the Deed of Covenant.

***Change in Spanish law, English law or administrative practice***

The Notes and any non-contractual obligations arising out of or in connection with the Notes (except for the status of the Notes, the capacity of the Issuer and/or the Guarantor and the relevant corporate resolutions) are subject to English law in effect at the date of this Information Memorandum. No assurance can be given as to the impact of any possible judicial decision or change to Spanish and English law or administrative practice after the date of this Information Memorandum.

***Risks related to Notes linked to benchmarks***

Interest rates and indices which are deemed to be “benchmarks” (including EURIBOR, SOFR or €STR) are the subject of ongoing national and international regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes referencing such a benchmark.

Such reform of “benchmarks” includes the EU BMR and Regulation (EU) 2016/1011 as it forms part of the domestic law of the UK by virtue of the European Union (Withdrawal) Act 2018 (“**EUWA**”) (the “**UK BMR**”). The EU BMR and the UK BMR apply to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU and the UK, respectively, and could have a material impact on any Notes linked to or referencing a benchmark, in particular if the methodology or other terms of the benchmark are changed in order to comply with the requirements of the EU BMR or the UK BMR. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the relevant benchmark. The EU BMR and the UK BMR, among other things, (i) require benchmark administrators to be authorised or registered (or, if non-EU-based or UK-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevent certain uses by EU and UK supervised entities of benchmarks of administrators that are not authorised or registered (or, if non-EU-based or UK-based, as applicable, not deemed equivalent or recognised or endorsed).

The EU BMR and the UK BMR could have a material impact on any Floating Rate Notes if the methodology or other terms of the relevant Reference Rate (as defined below), including EURIBOR, are changed in order to comply with the requirements of the EU BMR and the UK BMR. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility or level of such Reference Rate.

***The Issuer may redeem the Notes for taxation reasons***

Under the terms of the Notes, the Issuer may become entitled to redeem the Notes prior to their Maturity Date in the event it has or will become obliged to pay additional amounts as a result of any changes to Spanish tax laws.



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

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

## **CERTAIN TERMS**

<b>“CCGT”</b>	combined cycle gas turbine
<b>“OECD”</b>	Organisation for Economic Co-operation and Development
<b>“ECB”</b>	European Central Bank
<b>“GWh”</b>	Giga Watt hour
<b>“MWh”</b>	Mega Watt hour
<b>“LNG”</b>	liquefied natural gas
<b>“GPG”</b>	Global Power Generation
<b>“TTF”</b>	Title Transfer Facility natural gas price index. Arithmetic average in EUR/MWh of the daily quotations of the ‘Month ahead’ contract as published in ‘ICIS Heren European Spot Gas Markets’ under the heading ‘TTF Price Assessment’

## **USE OF PROCEEDS**

The net proceeds of each issue of Notes will be on-lent to Naturgy Energy Group, S.A. to be used by Naturgy Energy Group, S.A. and its consolidated subsidiaries for general corporate purposes, including the repayment of financial indebtedness.

## INFORMATION INCORPORATED BY REFERENCE

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

- (a) the English language translation of the condensed interim consolidated financial statements of Naturgy Energy Group, S.A. as at and for the six-month period ended 30 June 2024, including the consolidated interim directors' report and the auditor's limited review report thereon;
- (b) the 2023 Annual Consolidated Financial Report of Naturgy Energy Group, S.A., including the English language translation of the audited consolidated annual accounts as at and for the year ended 31 December 2023 together with the audit report thereon;
- (c) the 2022 Annual Consolidated Financial Report of Naturgy Energy Group, S.A., including the English language translation of the audited consolidated annual accounts as at and for the year ended 31 December 2022 together with the audit report thereon;
- (d) the annual report of Naturgy Finance B.V. as at and for the year ended 31 December 2023; and
- (e) the annual report of Naturgy Finance B.V. as at and for the year ended 31 December 2022.

Copies of the documents specified above (i) may be inspected, free of charge, upon reasonable notice and during normal business hours, at the specified offices of the Group and the Issue and Paying Agent set out further below and (ii) are available in electronic format on the Group's website at [www.naturgy.com](http://www.naturgy.com).

Any statement contained in a document incorporated by reference into this Information Memorandum or contained in any supplementary information memorandum or in any document incorporated by reference therein shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede earlier statements contained in this Information Memorandum or in a document which is incorporated by reference in this Information Memorandum. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Information Memorandum.

Except as provided above, no other information, including information on the website of the Group, is incorporated by reference into this Information Memorandum.

## DESCRIPTION OF THE ISSUER

### Incorporation and Status

The Issuer was incorporated on 26 November 1993 under the name Union Fenosa Finance B.V. and operates under Spanish law as a limited liability company (*sociedad anónima*) registered at the Commercial Registry of Madrid at Volume 0, Folio 0, Page M-823704. On 23 March 2012, its name changed from Union Fenosa Finance B.V. to Gas Natural Fenosa Finance B.V. Its name changed to Naturgy Finance B.V. pursuant to an amendment to its articles of association on 6 August 2018. As a result of the Conversion, Naturgy Finance B.V. became Naturgy Finance Iberia, S.A. on 28 May 2024. See “—Conversion” below. The registered office of the Issuer is at Avenida de América 38, Madrid, 28028, Spain and the telephone number is +34 91 589 34 50. The Legal Entity Identifier of the Issuer is 2138005FTXOJUBQ5J563. The Issuer’s website is [www.naturgy.com](http://www.naturgy.com).

### Organisational Structure and Share Capital

The Issuer is a wholly-owned subsidiary of the Guarantor. As at the date of this Information Memorandum, the authorised share capital of the Issuer is €90,756 represented by 200 registered shares having a nominal value of €453.78 each, numbered 1 to 200. The share capital of the Issuer is fully subscribed and paid up. The Issuer has no subsidiaries.

### Business

The Issuer was incorporated to facilitate the raising of finance for the Group.

The objectives of the Issuer are to raise funds by issuing financial debt instruments, including ordinary or subordinated debt.

### Directors

On 8 March 2024, in the context of the Conversion, the members of the Issuer’s Board of Management and of the Supervisory Board resigned and appointed Mr. Enrique Berenguer Marsal as sole director of the Issuer.

The sole director of the Issuer has the ultimate responsibility for the administration of the affairs of the Issuer. The position of the sole director in the Issuer and his principal activities outside of the Issuer as at the date of this Information Memorandum are as follows:

<u>Name</u>	<u>Position in the Issuer</u>	<u>Principal activities outside the Issuer</u>
Enrique Berenguer Marsal	Sole Director	Finance Director of the Group

The business address of the sole director of the Issuer is Avenida de América, 38, 28028 Madrid, Spain.

### Conflicts of Interest

There are no conflicts of interest between any duties owed by the sole director of the Issuer to the Issuer and his private interests and/or duties.

### Conversion

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 whereby the Issuer, without being dissolved or wound up or going into liquidation, transfers its registered office from the Netherlands to Spain and converts 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, completion of the Conversion occurred by means of the registration of the Conversion with the Madrid Commercial Registry.

## DESCRIPTION OF THE GUARANTOR

### Incorporation and Status

Naturgy Energy Group, S.A. (the “**Guarantor**”) was incorporated on 28 January 1843 for an indefinite period and operates under Spanish law as a limited liability company (*sociedad anónima*) registered at the Commercial Registry of Madrid with reference Volume 36,567, Folio 35, Page M-656514. Its change of name from Gas Natural SDG, S.A. to Naturgy Energy Group, S.A. was agreed on 27 June 2018 at the Guarantor’s general shareholders’ meeting and such name change took effect on that day. The registered office of the Guarantor is at Avenida de América, 38. 28028 Madrid, Spain and the telephone number is +34 91 589 34 50. The Legal Entity Identifier of the Guarantor is TL2N6M87CW970S5SV098. The Guarantor’s website is [www.naturgy.com](http://www.naturgy.com).

The Guarantor is the parent company of the Group. For an overview of the Guarantor’s subsidiaries, joint ventures, jointly-controlled assets and operations and associates, please see Appendix I to the 2024 Interim Financial Statements, which are incorporated by reference in this Information Memorandum.

### Share Capital

As at the date of this Information Memorandum, the authorised share capital of the Guarantor is €969,613,801, represented by book entries and forming a single class. The share capital is fully subscribed and paid up.

### Principal Shareholders

As at the date of this Information Memorandum, and based on the latest information available to the Guarantor, the Guarantor’s largest shareholders are: (i) Criteria Caixa, S.A.U. (“**CriteriaCaixa**”) with a shareholding of 26.7%, (ii) Rioja Acquisitions S.à.r.l. with a shareholding of 20.7%, (iii) GIP III Canary 1 S.à.r.l. with a shareholding of 20.6%, (iv) Global InfraCo O (2) S.à.r.l. (“**Global InfraCo**”), a subsidiary of IFM Global Infrastructure Fund (“**IFM GIF**”), with a shareholding of 16.0% and (v) Société Nationale pour la Recherche, la Production, le Transport, la Transformation, et la Commercialisation des Hydrocarbures s.p.a. (“**Sonatrach**”) with a shareholding of 4.1%.

### Alternative Performance Measures

Naturgy’s financial disclosures as well as the information set forth in this Information Memorandum (including in this section “*Description of Naturgy Energy Group, S.A.*”) contain magnitudes and metrics drafted in accordance with International Financial Reporting Standards (“**IFRS**”) and others that are based on the Group’s disclosure model, referred to as Alternative Performance Measures (“**APMs**”), which are viewed as adjusted figures with respect to those presented in accordance with IFRS standards.

The chosen APMs are useful for persons consulting financial information as they allow for an analysis of the financial performance, cash flows and financial situation of Naturgy, as well as a comparison with other companies.

Generally, APM terms are directly traceable to the relevant items of the interim consolidated balance sheet, interim consolidated income statement, interim consolidated cash flow statement or notes to the condensed interim consolidated financial statements of Naturgy. Terms which cannot be directly cross-referenced are reconciled in Appendix I (*Alternative performance metrics*) to the Consolidated Interim Directors’ Report 2024 which is incorporated by reference in this Information Memorandum.

### History

The history of the Group can be traced back to 28 January 1843, when *Sociedad Catalana para el Alumbrado por Gas* was incorporated with the aim of installing a street lighting system in the city of Barcelona by means of gas manufactured from coal. In 1987, the company changed its name to Catalana de Gas, S.A. and, on 31 December 1991, Catalana de Gas, S.A. merged with and absorbed Gas Madrid, S.A. (incorporated in 1921), thus acquiring the piped gas distribution assets of the Repsol group. In March 1992, Catalana de Gas, S.A., the surviving entity from the merger, changed its name to Gas Natural SDG, S.A.

In the 1990s, the Group commenced a process of international expansion. In December 1992, the Group led a consortium that successfully bid for 70% of a concession to distribute natural gas in Argentina, and, in 1996, the Group became the majority shareholder in Metragaz, S.A. (“**Metragaz**”) and Europe-Maghreb Pipeline Ltd.

Since 1997, the Group continued its process of international expansion through the acquisition of gas and electricity assets in Latin America (including Brazil, Colombia, Mexico and Puerto Rico) and Western Europe (principally Italy and France). Pursuant to an agreement signed on 30 July 2008, the Guarantor acquired an additional stake in Unión Fenosa, S.A. (“**Unión Fenosa**”) from Actividades de Construcción y Servicios, S.A. (“**ACS**”) and subsequently launched a mandatory takeover bid for the remaining Unión Fenosa shares. The takeover offer was successful and the merger process between the Guarantor and Unión Fenosa was completed in September 2009.

On 8 January 2013, the Group signed an agreement with Algerian company Sonatrach to acquire 10% of Medgaz, S.A. (“**Medgaz**”). Medgaz operates the Algeria-Europe subsea gas pipeline connecting Beni Saf (Algeria) with the coast of Almería (Spain). On 30 July 2013, the Guarantor acquired from GDF Suez a 4.9% shareholding in Medgaz, thereby increasing its total stake to 14.9%.

On 15 October 2019, Naturgy reached an agreement to acquire an additional 34.05% stake in Medgaz from CEPSA Holding LLC, a wholly owned subsidiary of Mubadala Investment Company (“**Mubadala**”), for €445 million, through a special purpose vehicle (“**SPV**”). On 2 April 2020, BlackRock’s Global Energy & Power Infrastructure Fund (“**GEPIF**”) acquired a 50% stake in the SPV at the same price at which the Medgaz stake was agreed to be purchased from Mubadala.

On 19 March 2018, the Group sold a minority stake of 20% in the Group’s gas distribution business in Spain to a consortium of long-term infrastructure investors comprising Allianz Capital Partners and Canada Pension Plan Investment Board.

On 13 November 2020, Naturgy announced an agreement to sell its 96.04% equity shareholding in Chilean utility company Compañía General de Electricidad, S.A. (“**CGE**”) (which holds the power business in Chile) to State Grid International Development Limited for a total purchase price of €2,570 million. The transaction was completed on 26 July 2021.

On 1 December 2020, Naturgy, Eni S.p.A. (“**ENI**”) and The Arab Republic of Egypt reached an agreement to resolve the disputes affecting Unión Fenosa Gas (“**UFG**”), the 50%/50% partnership between Naturgy and ENI. The transaction completed in March 2021 and Naturgy received a series of cash payments adding up to approximately U.S.\$0.6 billion, as well as most of the assets outside of Egypt, excluding UFG’s commercial activities in Spain.

On 25 January 2021, Global InfraCo (the “**Offeror**”), wholly-owned by IFM GIF, launched a voluntary and unsolicited offer made for 220,000,000 shares in the Guarantor, representing 22.689% of the Guarantor’s share capital (the “**Offer**”). On 14 October 2021, the Offeror announced that the Offer had been accepted by 105,021,887 shares, representing 10.83% of the Guarantor’s share capital and waived the minimum acceptance condition of 17%. The consideration of the Offer amounted to €22.07 per share. The Offer was settled on 19 October 2021, fully paid in cash, with IFM GIF becoming a significant shareholder in Naturgy with an initial shareholding of 10.83%.

### **Strategic Plan 2021-2025**

On 27 July 2021, the Guarantor’s Board of Directors unanimously approved a Strategic Plan for the period 2021 through 2025 (the “**Strategic Plan**”), which aims to accelerate the transformation of the Group by investing in assets aligned with the energy transition and decarbonisation goals.

The Strategic Plan is part of the strong commitment to ESG criteria that the Group has been implementing in recent years and includes a Sustainability Plan with targets for 2025 in the ESG areas. This includes the objective of achieving carbon neutrality by 2050 and close to 50% of installed power capacity from renewable sources by 2025 as well as a reduction in CO<sub>2</sub> emissions (Scope 1 – Scope 3) of 24% by 2025 (against a 2017 baseline). 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 2025. Furthermore, in 2023, Naturgy increased the weighting of compliance with ESG targets as part of the remuneration of its management team from 10% to 20%, and also included emissions-free installed capacity and employee satisfaction metrics to the existing health and safety metrics.

Naturgy strives to find a balanced solution to its energy transition, seeking to contribute to the decarbonisation of the economy, while at the same time ensuring security of supply and competitive and affordable energy to meet industrial and residential demand.

Naturgy aims to dedicate a substantial part of its future investments into renewables growth and networks activities in countries with stable regulation and strong currencies. Furthermore, Naturgy aims to play a key role in renewable gases, including the development of biomethane production and its distribution in Spain, which it considers to be a

viable option in the short term as well in the hydrogen space, which Naturgy believes will have a significant impact on the energy mix in the medium term.

Naturgy believes it is well positioned to take advantage of renewable gas opportunities and intends to invest capital and resources in this area. In addition, digitalisation, mobility, storage and distributed generation are also expected to be other areas of focus for investment in the coming years.

In renewables, Naturgy expects to focus on proven technologies including solar PV, onshore wind and storage in stable geographies benefiting from long term visibility. Naturgy believes it has a significant renewables pipeline for development in Spain and expects to be able to leverage its customer base as a natural hedge to balance risks of new renewable capacity.

As regards networks, Naturgy is committed to maintaining a leading position via pro-active regulatory management, digitalisation and best-in-class operations to lower risk and increase cash flow predictability in the regions where it operates.

Furthermore, in energy management, Naturgy seeks to continue to improve its competitiveness and reduce risk throughout the portfolio, through the ongoing review and optimisation of gas procurement contracts, the remote operation of its CCGT fleet in Spain, as well as the improvement of its cost and investment efficiency on its thermal generation operations in Latin America.

With regard to the supply business, Naturgy aims to continue to improve its competitiveness via market repositioning, an integrated energy offering, and the refocusing of its distribution channels, including additional third-party agreements. Furthermore, Naturgy aims to improve its customer relationships via enhanced data analytics and customer segmentation to improve customer services and enhance loyalty.

### **Project Gemini**

On 10 February 2022, Naturgy communicated the decision of its Board of Directors to launch Project Gemini, which consisted of the significant reorganisation of the Group's group of companies, of which the Guarantor is the parent company. Specifically, the project consisted of a spin-off from the Guarantor under the provisions of Title III (Articles 68 et seq.) of Law 3/2009, of 3 April, on structural modifications of commercial companies, to create two large groups that would be listed on the Spanish Stock Exchanges.

The first of the groups resulting from the proposed spin-off would encompass, in an integrated manner, the deregulated businesses comprising the development of renewable energies, the portfolio of energy customers and associated services, the conventional generation fleet and trading in wholesale energy markets. The second of the groups resulting from the proposed spin-off would encompass all the businesses involved in managing regulated gas and electricity distribution and transmission infrastructures.

Naturgy's management team informed in July 2023 that the necessary conditions to implement such project were not present. As at the date of this Information Memorandum, Naturgy is preparing a new strategic plan to be presented at the time of the presentation of the Group's full-year results for the year ended 31 December 2024.

### **Recent Developments**

#### ***BlackRock acquisition of Global Infrastructure Management, LLC***

On 1 October 2024, BlackRock, Inc. ("**BlackRock**") completed the acquisition of Global Infrastructure Management, LLC ("**GIP**"), the management company of the fund (GIP III Canary 1 S.à.r.l.) that indirectly owns 20.641% of the Guarantor's share capital. Such indirect acquisition was authorised by the Spanish Council of Ministers by a resolution dated 17 September 2024 (the "**Authorisation**").

Pursuant to the Authorisation, BlackRock has undertaken a series of commitments in relation to the voting rights the Guarantor held through GIP.

For the five years following completion of the acquisition, BlackRock has undertaken, among other things:



- to support Naturgy’s investment in projects linked to the energy transition in Spain that contribute to generating long-term value, are sustainable and meet market standards in terms of profitability and risk profile;
- not to submit, promote or encourage any divestment proposal (other than those reflected in Naturgy’s strategic plan) that would entail Naturgy losing control of subsidiaries that could jeopardise the proper functioning of the transmission and distribution of electricity and natural gas in Spain;
- maintaining the Group’s registered office and the effective place of management in Spain; and
- an external debt policy aimed at (i) maintaining Naturgy’s investment grade credit rating and (ii) allowing the debt ratios of its regulated subsidiaries in Spain to be no higher than those recommended by the Spanish National Markets and Competition Commission in its Communication 1/2019 of 23 October.

In addition, for the three years following completion of the acquisition, BlackRock has undertaken not to submit, promote or encourage any proposal to exclude the Guarantor’s shares from trading on the Spanish Stock Exchanges.

### **The Group’s business**

The Group is mainly engaged in the generation, transport, distribution and supply of electricity, as well as the liquefaction, regasification, transportation, storage, distribution and supply of natural and renewable gas.

In the context of continuous transformation, changes in the financial information structure were introduced in 2023 to adapt the grouping of Naturgy’s businesses into two groups: Distribution Networks and Energy Markets.

In addition, changes were introduced in the composition of the operating segments of Naturgy with the aim of providing greater clarity about the evolution and performance of business operations amid the changing economic environment in which the Group operates.

Accordingly, as of the date of this Information Memorandum, the Group is mainly organised across two groups:

**1. Distribution Networks:** includes the business segments dedicated to the management of gas and electricity distribution and transport regulated infrastructures:

- Gas Spain: includes the regulated gas distribution business in Spain.
- Gas Mexico: includes the regulated gas distribution and supply businesses in Mexico.
- Gas Brazil: includes the regulated gas distribution and supply businesses in Brazil.
- Gas Argentina: includes the regulated gas distribution and supply businesses in Argentina.
- Gas Chile: includes the networks and supply business in Chile.
- Electricity Spain: includes the regulated electricity distribution business in Spain.
- Electricity Panama: includes the regulated electricity distribution and supply businesses in Panama.
- Electricity Argentina: includes regulated electricity distribution and supply businesses in Argentina.

A holding company developing transversal activities directly linked to the Distribution Networks businesses has been incorporated within this group.

**2. Energy Markets:** includes the deregulated business segments, with the following composition:

- Energy management, which includes the following activities:
  - The supply of LNG and the maritime transport activity;
  - The management of gas procurement and other gas infrastructures, and sale to large energy-intensive consumers; and

- The management of the Medgaz pipeline, which accounted for using the equity method.
- Thermal generation:
  - Spain: includes the management of the conventional thermal generation capacity in Spain (nuclear energy and CCGTs); and
  - GPG Latin America: includes the management of the conventional thermal generation of Global Power Generation (“GPG”) in Mexico, the Dominican Republic and Puerto Rico, the latter accounted for using the equity method through EcoEléctrica LP.
- Renewable generation:
  - Spain: includes the management of installed capacity and projects for generation via wind, mini-hydro, solar and cogeneration technologies, as well as the hydro generation in Spain and the development portfolio in the rest of Europe;
  - GPG Latin America: includes the management of installed capacity and projects for renewable electricity generation of GPG located in Latin America (Brazil, Chile, Costa Rica, Mexico and Panama);
  - GPG Australia: includes the management of installed capacity and projects for renewable electricity generation of GPG located in Australia; and
  - United States: includes the management of photovoltaic installed capacity and projects developed in the United States.
- Renewable gases: includes the management of renewable gas projects, specifically biomethane and green hydrogen.
- Supply: includes the management of the supply model to end customers in gas, electricity and services, incorporating new technologies and services.

A holding company developing transversal activities directly linked to the Energy Markets businesses has been incorporated within this group.

- Rest: Includes the Group’s operating expenses as well as the rest of the activities.

### Overview of the Group’s business performance

The following table sets forth certain information in respect of the Group’s financial performance during the six-month periods ended 30 June 2024 and 2023, respectively, unless otherwise indicated.

	Six-month period ended 30 June		
	2024	2023	Change (%)
		(million €)	
EBITDA	2,846	2,849	(0.1)
Profit attributable to equity holders of the parent company	1,043	1,045	(0.2)
Capex	937	839	11.7
Net debt	11,838	12,090 <sup>(1)</sup>	(2.1)

Note:

(1) As of 31 December 2023.

EBITDA amounted to €2,846 million in the first half of 2024, a decrease of 0.1% when compared to the corresponding period in 2023. The energy scenario during the first half of 2024 was affected by lower energy prices compared to

the first half of 2023, both in gas and electricity. Despite the less favourable backdrop, results during the first half of 2024 remained resilient and in line with the first half of 2023.

Capex amounted to €937 million during the first half of 2024, an increase of 11.7% when compared to the first half of 2023. Investments were mainly devoted to renewable developments and networks.

As of 30 June 2024, net debt amounted to €11,838 million, a decrease from the €12,090 million recorded as of 31 December 2023. During the six-month period ended 30 June 2024, Naturgy paid out a dividend of €0.4 per share corresponding to the final dividend for 2023, for a total dividend of €1.40 per share in 2023.

The table below sets forth the breakdown of the Group's EBITDA by activity during the six-month periods ended 30 June 2024 and 2023, respectively.

	Six-month period ended 30 June		Change (%)
	2024	2023 <sup>(1)</sup>	
	(million €)		
Distribution Networks	1,454	1,250	16.3
Energy Markets	1,415	1,654	(14.4)
Rest	(23)	(55)	(58.2)
<b>EBITDA</b>	<b>2,846</b>	<b>2,849</b>	<b>(0.1)</b>

Note:

(1) Restated figures. Segment information for the six-month period ended 30 June 2023 has been restated in accordance with the operating segments redefined in the second half of 2023.

Distribution Networks generated 51% of the Group's EBITDA during the first half of 2024, while Energy Markets contributed 49%.

The table below sets forth certain information in respect of the Group's main gas and electricity output figures for the six-month periods ended 30 June 2024 and 2023, respectively, unless otherwise indicated.

	Six-month period ended 30 June		Change (%)
	2024	2023	
Gas distribution (GWh).....	193,355	192,500	0.4
Electricity distribution (GWh) .....	17,171	16,060	6.9
Gas supply (GWh) .....	61,580	82,311	(25.2)
Electricity supply (GWh) .....	9,096	9,834	(7.5)
International LNG (GWh).....	49,328	54,204	(9.0)
Gas distribution connections (in thousands) .....	11,061	11,058	0.0
Electricity distribution connections (in thousands) .....	4,889	4,844	0.9
Installed capacity (MW) .....	17,276	16,370	5.5
Electricity generated (GWh).....	20,579	20,591	(0.1)

## Results by business

### 1. Distribution Networks

The table below sets forth certain information regarding the EBITDA of the Group's Distribution Networks business corresponding to the six-month periods ended 30 June 2024 and 2023, respectively.

<b>Six-month period ended 30 June</b>			
	<b>2024</b>	<b>2023<sup>(1)</sup></b>	<b>Change</b>
	<b>(million €)</b>		
<b>Distribution Networks</b>	<b>1,454</b>	<b>1,250</b>	<b>16.3</b>
Spain gas	393	412	(4.6)
Mexico gas	148	140	5.7
Brazil gas	138	165	(16.4)
Argentina gas	38	12	216.7
Chile gas	244	118	106.8
Spain electricity	341	322	5.9
Panama electricity	128	77	66.2
Argentina electricity	30	19	57.9
<b>Holding</b>	<b>(6)</b>	<b>(15)</b>	<b>(60.0)</b>

Note:

(1) Restated figures. Segment information for the six-month period ended 30 June 2023 has been restated in accordance with the operating segments redefined in the second half of 2023.

Distribution Networks EBITDA amounted to €1,454 million during the first half of 2024, an increase of 16.3% when compared to the corresponding period in 2023, mainly supported by the positive regulatory review in Panama, tariff updates in Argentina and the positive impact from the partial reversal of the provision related to the claim against Metrogas, S.A. by Transportadora de Gas del Norte, S.A. (“TGN”) in Chile.

According to the criteria established by International Accounting Standard (“IAS”) 29 “Financial Information in Hyperinflationary Economies”, the Argentine economy should be considered as hyperinflationary. As a result, FX differences arising from 30 June 2024 will be applied to the full year 2024 results, which will also be updated by inflation rates.

## 2. Energy Markets

The table below sets forth certain information regarding the EBITDA of the Group’s liberalised business corresponding to the six-month periods ended 30 June 2024 and 2023, respectively.

<b>Six-month period ended 30 June</b>			
	<b>2024</b>	<b>2023<sup>(1)</sup></b>	<b>Change (%)</b>
	<b>(million €)</b>		
<b>Energy Markets</b>	<b>1,415</b>	<b>1,654</b>	<b>(14.4)</b>
<b>Energy management</b>	<b>384</b>	<b>863</b>	<b>(55.5)</b>
<b>Thermal generation</b>	<b>285</b>	<b>239</b>	<b>19.2</b>
Spain	97	109	(11.0)
GPG Latin America	188	130	44.6
<b>Renewable generation</b>	<b>305</b>	<b>235</b>	<b>29.8</b>
Spain	249	205	21.5
USA	(3)	(6)	(50.0)
GPG Australia	20	5	300.0
GPG Latin America	39	31	(25.8)
<b>Renewable gases</b>	<b>(1)</b>	<b>(2)</b>	<b>(50.0)</b>

<b>Supply</b>	<b>452</b>	<b>347</b>	<b>30.3</b>
<b>Holding</b>	<b>(10)</b>	<b>(28)</b>	<b>(64.3)</b>

Note:

(1) Restated figures. Segment information for the six-month period ended 30 June 2023 has been restated in accordance with the operating segments redefined in the second half of 2023.

Energy Markets EBITDA amounted to €1,415 million for the six-month period ended 30 June 2024, a decrease of 14.4% when compared to the first half of 2023. The first half of 2024 was marked by lower energy prices compared to the first half of 2023 both in gas and electricity. As a result, liberalised activities experienced lower profitability and contribution compared to the same period in 2023.

In particular, energy management activities and supply activities experienced a significant margin contraction, following the very strong years 2022 and 2023.

EBITDA for the energy management business amounted to €384 million for the first half of 2024, a decrease of 55.5% when compared to the corresponding period in 2023. The comparison was affected by the positive remeasurement in 2023 of the ineffectiveness of financial hedging registered in 2022.

EBITDA for the thermal generation business in Spain amounted to €97 million for the first half of 2024, a decrease of 11.0% when compared to the corresponding period in 2023, due to lower production and margins, as higher renewable production translated into lower thermal gap during the period. EBITDA for thermal generation in Latin America amounted to €188 million in the first half of 2024, an increase of 44.6% when compared to the first half of 2023, due to higher availability and production in Mexico.

EBITDA for the renewable generation business amounted to €305 million in the first half of 2024, an increase of 29.8% when compared to the corresponding period in 2023, mainly due to higher installed capacity and higher production in Spain, higher overall production in Latin America and a positive evolution of the mark-to-market valuation of existing power purchase agreements in Australia.

EBITDA for the supply business in Spain amounted to €452 million for the six-month period ended 30 June 2024, an increase of 30.3% when compared to the same period in 2023, benefiting from a favourable final court ruling on the electricity subsidies and higher margins in gas supply, which were partially offset by lower margins in electricity.

### **Legislation in Spain**

The Group operates in a highly regulated environment that impacts both regulated and liberalised activities. An overview of such laws and regulations is available at Appendix IV (*Regulatory Framework*) of the Guarantor's consolidated annual accounts as at and for the year ended 31 December 2023, which is incorporated by reference in this Information Memorandum.

Although the overview, together with the description of certain important legal and regulatory developments set out in "*Risk Factors—Risk Factors That May Affect the Issuer's and the Guarantor's Ability to Fulfil Their Obligations Under The Securities—Legal and Regulatory Risks—Risks relating to the Group's regulatory environment*", contains all the information that the Group considers material as at the date of this Information Memorandum and in the context of the issue of the Notes, it does not constitute an exhaustive description of all applicable laws and regulations affecting the Group.

Prospective investors and/or their advisers should make their own analysis of the legislation and regulations applicable to the Group and of the impact they may have on the Group and any investment in the Notes and should not rely on this overview only.

### **Litigation and Arbitration**

The sectors in which the Group operates have in recent years grown more litigious, as a result of the volatility of fuel prices and greater competition in the liberalised market, among other factors, and the Guarantor and its subsidiaries are currently involved in a number of judicial, arbitration and regulatory proceedings. Given the nature of the Group's business and the sectors in which it operates, and the time required for a final decision to be adopted, the amounts involved in such proceedings can be significant. An adverse outcome in respect of one or more of these claims could have a material adverse effect on the Group's financial condition and results of operation.

In addition, members of the Group may, from time to time, be subject to civil, administrative and criminal liability claims for damage caused as a result of incidents arising in the Group's course of business. Such incidents may include breakdowns in the gas distribution network, gas explosions or damage caused by the Group's tankers that transport LNG. Any such claims could result in the payment of damages by the Group in accordance with the legislation applicable in the countries in which the Group operates. While the Group seeks to obtain insurance cover for risks related to civil liability claims, its financial condition and results of operations may be adversely affected to the extent any losses are uninsured, exceed the applicable limitations under its insurance policies or are subject to the payment of an excess towards the insured amount or to the extent the premiums payable in respect of such policies are increased as a result of insurance claims.

The main judicial, arbitration and regulatory proceedings against the Group as of the date of this Information Memorandum are set forth below.

***Claims for Programa de Integración Social ("PIS") and Contribución para la Financiación de la Seguridad Social ("COFINS") taxes in Brazil***

In September 2005, the Tax Administration of Rio de Janeiro declared void the recognition that it had previously accepted in April 2003 to compensate the loans for the contributions related to the sale of PIS and COFINS paid by Companhia Distribuidora de Gás do Rio de Janeiro ("CEG"), in which the Group holds an interest of 54.2%. The Tax Administration confirmed this resolution in March 2007 and CEG therefore filed an appeal with the administrative courts (*Justiça Federal do Rio de Janeiro*). On 26 January 2009, notification was received of public civil action against CEG in connection with the same events which are being processed. The total amount of this disputed tax liability, including interests, amounted as of the 2007 resolution date to 386 million Brazilian Real, which now stands at 506 million Brazilian Real. The Court of First Instance issued a decision in November 2015 partially accepting the claim of CEG, ordering the refund and the payment of the tax debt plus costs in the amount of 108 million Brazilian Real and rejecting the imposition of default interest (updated) and fines. The sentence was appealed by the Federal Treasury of Brazil and by CEG before the Federal Court of Rio de Janeiro (Chamber of Appeal), which issued a ruling in December 2023 confirming the decision of the Court of First Instance and the currency update.

Following such decision, the updated monetary amount as at 30 June 2024 of the total contingency amounted to 395 million Brazilian Real, equivalent to €67 million. Both CEG and the Federal Treasury of Brazil have appealed the judgment so that the final award might be either higher or lower. Since the first two rulings were aligned, the Group considers that the possibility of an increase or decrease in the award is remote and that the rulings are likely to be upheld.

***Claims between Transportadora de Gas del Norte S.A. and Metrogas, S.A.***

Transportadora de Gas del Norte S.A. ("TGN") filed various claims against Metrogas, a Chilean company owned by the Group as to 55.6%, in different first instance civil courts in Argentina on the grounds of alleged contractual breaches in relation to the transport of gas from Argentina to Chile that arose as a consequence of the Argentine energy crisis that started in 2004.

In April 2017, Metrogas received legal notification from the Court ordering to consolidate the proceedings, which amount to a total of U.S.\$227 million in claims plus interest.

On 4 August 2022, a first-instance judgment was notified to Metrogas ordering it to pay TGN approximately U.S.\$250 million for unpaid invoices and damages, plus costs and interest. This ruling was appealed by Metrogas and the second instance judgement issued on 7 May 2024, completely revoked the first instance judgment acquitting Metrogas. In June 2024, TGN filed an extraordinary appeal before the Chilean Supreme Court and an appeal of inapplicability of the law before the same Civil and Commercial Chamber, both of which are being processed as at the date of this Information Memorandum.

***AGESA / Metrogas***

In November 2021, a collective action for the defence of consumers was filed in an Ordinary Court by the National Corporation of Consumers and Users of Chile (CONADECUS), requesting that Metrogas and AGESA (a Chilean gas procurement company, of which the Guarantor indirectly owns 60%) compensate customers for excessive gas tariff charges in the amount of €473 million. There is a similar lawsuit by Organización de Consumidores de Chile (ODECU) against Metrogas, for an amount of €523 million. In each case, a fine in the amount of €39 million has also

been requested. As at the date of this Information Memorandum, both lawsuits are at a preliminary stage and are currently under discussion.

In 2022, a lawsuit was initiated by six partners of CONADECUS against Metrogas and AGESA for alleged abuse of dominant position in charging abusive prices to customers as a result of the split of Metrogas' business into two companies. Fines have been requested in an amount equivalent to 30% of the revenue of Metrogas and AGESA during the alleged abuse period or double the economic benefit obtained during that period, as well as the dissolution of AGESA.

In January 2023, Generadora Metropolitana SpA ("**Generadora Metropolitana**") filed a lawsuit against Metrogas, requesting, among other things, to enter into a continuous natural gas transportation service contract under terms that comply with free competition regulations or, alternatively, to modify the ad-hoc tariff, subject to similar conditions contained in the previous contract. In addition, Generadora Metropolitana is requesting Metrogas to compensate it in the amount of €161 million. As at the date of this Information Memorandum, this lawsuit is currently in the trial phase. Generadora Metropolitana had also requested the resumption of gas transportation services but this request for interim measures was rejected on 24 August 2023.

### ***Coal power plants incentive***

In 2007, the Spanish authorities introduced a scheme to support the installation of new sulphur oxide filters in existing coal-fired power plants. In November 2017, the European Commission opened an investigation to determine whether this incentive is in line with European Union state aid rules. The Group challenged the European Commission's decision to open the investigation on the grounds that it was not sufficiently reasoned. On 14 December 2023, the Court of Justice of the European Union annulled the decision. This judgment is based on purely formal grounds, stating, in particular, that the decision to open the investigation is not sufficiently reasoned. Given that the limitation period is ten years and that it was interrupted in 2017, the European Commission may issue a new decision to initiate the investigation with a sufficient statement of reasons.

### ***Antitrust and regulatory proceedings before the CNMC***

As at the date of this Information Memorandum, the Group has various regulatory disputes with the CNMC of a regulatory or antitrust nature that could result in the imposition of sanctions or the establishment of liquidations that could materially affect the Group's financial condition and results of operations.

### ***Tax proceeding initiated by Spanish tax authorities***

There are recurrent differences of opinion between the Group and the Spanish tax authorities, which could reach a material amount. As at the date of this Information Memorandum, these mainly concern the withholding tax on dividends paid to certain shareholders and the calculation of the temporary taxation of energy companies. The differences that currently represent a risk with a probable outflow of resources for the Group can reach €145 million and are provisioned.

### ***Electricaribe***

On 14 November 2016, the Superintendencia for Residential Public Services of the Republic of Colombia (the "**Superintendencia**") reported the government takeover of Electrificadora del Caribe, S.A. ESP ("**Electricaribe**"), a Naturgy investee company, as well as the removal of the members of the governing body and the general manager, and their replacement by a special agent appointed by the Superintendencia. On 14 March 2017, the Superintendencia announced the decision to liquidate Electricaribe. On 22 March 2017, Naturgy initiated arbitration proceedings before the Court of the United Nations Commission for International Trade Law (UNCITRAL). In March 2021, the award was issued rejecting both Naturgy's claim and Colombia's counterclaim. Over the years, several Colombian government agencies brought administrative and judicial proceedings against the Group or its employees on behalf of Electricaribe, including the Public Prosecutor's Office, the Superintendencia for Public Services and the Superintendencia for Companies. As at the date of this Information Memorandum, Electricaribe is still in the process of being liquidated.

### ***EDP***

EDP Clientes, S.A. ("**EDP**") initiated arbitration proceedings against the Group in November 2021 regarding the early termination of the Trinidad LNG SPEA and Bilbao LNG SPEA framework agreement, LNG sale and purchase contracts and the payment of extra costs. EDP claimed the payment of invoices for replacement gas that it purchased

in Spain as a result of adjustments to the amounts made under the Bilbao LNG SPEA, following the curtailments EDP suffered under the Trinidad LNG SPEA. An award was issued accepting all of the Group's claims and part of EDP's claim which nevertheless resulted in a net balance of compensation in favour of EDP of U.S.\$195 million plus interest.

### ***Renewable generation projects permits***

There are permits granted to certain of the Group's wind or photovoltaic renewable generation facilities in Spain, whether built or under construction, that have been appealed in court. If such appeals were to be upheld, this could affect the viability of these facilities. In respect of the cases in which the Group considers it probable that the risk will materialise, the impact is estimated at €26 million as of 30 June 2024 (€15 million as of 31 December 2023). The maximum impact for the remaining cases is estimated at €136 million as of 30 June 2024 (€227 million as of 31 December 2023), although for these cases the Group does not consider it probable that the risk will materialise.

### ***Complaint by the Audiencia Nacional against Naturgy Generación S.L.U.***

In June 2024, the Spanish public prosecutor's office filed a complaint against Naturgy Generación S.L.U. for a potential criminal offence for the offers made to the Spanish power pool generation system by the Sabón 3 combined cycle power plant between March 2019 and December 2020. The proceedings are currently in the initial phase of investigation before a Criminal Court.

### **Research and Development**

The Group engages in research and development both independently and in collaboration with other Spanish and international companies and bodies. The Group's research and development focuses mainly on (i) safety in the transportation of natural gas, (ii) methods of reducing environmental impact, (iii) the development of new technologies in the distribution of gas and (iv) the development of new applications for natural gas.

### **Environmental Matters**

The Group's operations are subject to environmental protection laws and regulations of the European Union, Spain and the other countries in which the Group operates or is located.

These operations are developed in accordance with the environmental strategy of the Group and focus on climate, air quality, water, natural capital and a sustainable economy.

### **Insurance**

In line with industry practice, the Group insures its assets and activities worldwide. Among the risks insured are damage to property, business interruption and civil liability to third parties arising in connection with the Group's operations. The Group's insurance policies also include indemnification limits and deductibles. The Group considers its level of insurance coverage to be appropriate for the risks inherent in its business.

The Group has its own reinsurance company, Natural Re, S.A. ("**Natural Re**"). Natural Re is completely integrated within the risk management of the Group and acts as a centralised global operations tool, providing coverage against Group risks. Natural Re retains part of the risk and purchases reinsurance protection to mitigate its exposure. Furthermore, Natural Re allows the Group to implement its insurance programme consistently across the varying regulatory environments applicable to the countries in which the Group operates.

### **Employees**

As of 30 June 2024, the Group employed 6,899 persons in Spain, Brazil, Chile, France, Mexico, Morocco, Panama and Argentina, among other countries.

The Group has not experienced industrial actions in the past five years. As of the date of this Information Memorandum, Naturgy is not aware of any material labour dispute, other than disputes within the normal course of business.



## Management – Board of Directors

The Board of Directors of the Guarantor has ultimate responsibility for the administration of the affairs of the Group. The directors, their position on the Board of Directors of the Guarantor, and their principal activities outside the Group as at the date of this Information Memorandum are as follows:

Name	Position	Principal activities outside the Group
Francisco Reynés Massanet	Chairman & CEO	
Isabel Estapé	Director (Proprietary Director for Criteria Caixa, S.A.U.)	Director of Criteria Caixa, S.A.U. and Joint and Several Director of Triana 88, S.L.
Enrique Alcántara-García Irazoqui	Director (Proprietary Director for Criteria Caixa, S.A.U.)	Member of the Board of Directors of Criteria Caixa, S.A.U., Partner and Director of Bufete Alcántara, S.L.P.
Helena Herrero Starkie	Independent Director	Chairwoman and CEO of HP Printing and Computing Solutions, S.L.U. and Director of Mutua Madrileña
Rajaram Rao	Director (Proprietary Director for GIP III Canary 1 S.à.r.l.)	Partner and CEO of GIP, Chairperson of the Board of Directors of VENA ENERGY and Member of the Board of Directors of Mata Biles LTD
Ramón Adell Ramón	Director (Proprietary Director for Criteria Caixa, S.A.U.)	Director of Oryzon Genomics, S.A. and Director of Allianz, Cía. de Seguros y Reaseguros, S.A.
Claudi Santiago Ponsa	Independent Director	Member of the Board of FINAVES, IESE Business School (Barcelona)
Pedro Sainz de Baranda	Independent Director	Independent Director of Acerinox, S.A., Director of Gestamp Automoción, S.A., Director of TK Elevator GmbH, Director of Sainberg, S.L., Chairman of the Board of Directors of Internacional Olivarera, S.A., Director of Scalpers Fashion, S.L., Director of Pedro Duro, S.L. and Director of Inversores de Tornón
Javier de Jaime Guijarro	Director (Proprietary Director for Rioja Acquisition S.à.r.l.)	Director Partner and member of the Board of Directors of CVC Capital Partners, S.L., Director of CVC Capital Partners Luxembourg, S.à.r.l, Director of Idcsalud Holding, S.L., Director of Helios Healthcare Spain, S.L., Director of Promotora de Informaciones, S.A. (PRISA), Representative of the Board of Directors Theatre Directorship Service Beta. S.à.r.l of Deoleo, S.A., Cortefiel, S.A., MEP Retail España, S.L.U., Rioja Bidco Shareholdings, S.L.U., Servet Shareholdings, S.L., Masaria Investments, S.A., Baranoa Directorship, S.L., Sub Lecta, S.A.,

		Vitalia Plus, S.A., Vivaly Inversiones Globales, S.L., Compañía Logística de Hidrocarburos CLH, S.A. and Representative of the Board of Directors of CVC European Equity Partners LP of Paidea Inversiones, S.A.
Lucy Chadwick	Director (Proprietary Director for GIP III Canary 1 S.à.r.l.)	Partner at Global Infrastructure Partners, Director of Nuovo Transport Viaggiatori (NTV) Italo Sp, Director of Gatwick Airport Limited and Director of Associated 'Ivy Group of Companies'
José Antonio Torre de Silva López de Letona	Director (Proprietary Director for Rioja Acquisition S.à.r.l.)	Partner of CVC Capital Partners, Member of the Board of Directors of Compañía Logística de Hidrocarburos CLH, S.A., Representative of the Director Theatre of Tendam Retail, S.A., Tendam Brands, S.A. y Tendam Fashion, S.L.
Jaime Siles Fernández-Palacios	Director (Proprietary Director for Global InfraCo O (2) S.à.r.l.)	Executive Director of IFM INVESTORS (UK) LTD, Joint Director of Global Infraco SP Neum, S.L.U., Joint Director of Kestros Mersin Services, S.L.U., Joint Director of Meander Mersin Services, S.L.U. and Joint Director of Sarus Mersin Services, S.L.U.

The business address of the members of the Board of Directors is Avenida de América 38, Madrid, 28028, Spain.

**Conflicts of interest**

To the Guarantor's knowledge, there are no conflicts of interest between any duties owed by the members of the Board of Directors to the Guarantor, and their respective private interests and/or duties.

## CERTAIN INFORMATION IN RESPECT OF THE NOTES

### **Key information**

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

The net proceeds of each issue of Notes will be on-lent to Naturgy Energy Group, S.A. to be used by Naturgy Energy Group, S.A. and its consolidated subsidiaries for general corporate purposes, including the repayment of financial indebtedness.

### **Information concerning the securities to be admitted to trading**

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

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

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

#### *Type and class of Notes*

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

- (a) for U.S.\$ Notes, U.S.\$500,000 (and integral multiples thereof);
- (b) for Euro Notes, €500,000 (and integral multiples thereof);
- (c) for Sterling Notes, £100,000 (and integral multiples thereof);
- (d) for Swiss Franc Notes, CHF500,000 (or integral multiples thereof); or
- (d) for Yen Notes, ¥100,000,000 (and integral multiples thereof),

or such other conventionally accepted denominations in those currencies or such other currency as may be agreed between the Issuer, the Guarantor and the relevant Dealer from time to time, subject in each case to compliance with all applicable legal and regulatory requirements and provided that (i) in the case of Notes to be placed in the UK the equivalent of that denomination in Sterling as at the relevant date of issue is not less than £100,000 and (ii) in the case of Notes to be placed in the EEA, the equivalent of that denomination in Euro as at the relevant date of issue is not less than €100,000.

If the proceeds of the issue of Notes are accepted in the UK, the Notes may constitute deposits for the purposes of the prohibition on accepting deposits contained in Section 19 of the Financial Services and Markets Act 2000 unless they are issued to a limited class of professional investors and have a denomination of at least £100,000 or its equivalent. See “*Subscription and Sale*”.

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

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

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 the status of the Notes and the status of the Guarantee, which shall be governed by, and shall be construed in accordance with, Spanish law.

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

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

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

### ***Currency of the Notes***

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

### ***Status of the Notes***

The Notes are direct, unconditional, unsubordinated and unsecured obligations of the Issuer ranking *pari passu* without any preference among themselves and (subject to any applicable statutory exceptions) at least *pari passu* with all other present and future unsecured and unsubordinated obligations of the Issuer.

Holders of Notes acknowledge that all Notes issued or to be issued by the Issuer under the Programme shall rank *pari passu* among themselves regardless of their respective issue date.

*In the event of insolvency (concurso) of the Issuer, under the Spanish Recast Insolvency Law approved by Royal Legislative Decree 1/2020, of 5 May (as amended and restated pursuant to Law 16/2022, of 5 September, the “Spanish Recast Insolvency Law”), claims relating to the Notes (unless they qualify by law as subordinated credits under Article 281.1 of the Spanish Recast Insolvency Law) will be ordinary credits (créditos ordinarios) as defined in the Spanish Recast Insolvency Law. Ordinary credits rank below credits against the insolvency estate (créditos contra la masa) and credits with a general or special privilege (créditos con privilegio general o especial). Ordinary credits rank above subordinated credits and the rights of shareholders. Interest on the Notes (other than interest accruing under secured liabilities up to an amount equal to the lower of the value of the asset subject to the security or the maximum secured liability under the relevant security) 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 (other than interest accruing under secured liabilities up to an amount equal to the lower of the value of the asset subject to the security or the maximum secured liability under the relevant security) shall be suspended as from the date of any declaration of insolvency (concurso) of the Issuer.*

### ***Status of the Guarantee***

The payment of principal and interest together with all other sums payable by the Issuer in respect of the Notes has been unconditionally and irrevocably guaranteed by the Guarantor. The obligations of the Guarantor under the Deed of Guarantee constitute direct, unconditional, unsubordinated and unsecured obligations of the Guarantor and (subject to any applicable statutory exceptions) rank *pari passu* with all other present and future outstanding, unsecured and unsubordinated obligations of the Guarantor.

*In the event of insolvency (concurso) of the Guarantor, under the Spanish Recast Insolvency Law, claims under the Guarantee relating to the Notes (unless they qualify by law as subordinated credits under Article 281.1 of the Spanish Recast Insolvency Law) will be ordinary credits (créditos ordinarios) as defined in the Spanish Recast Insolvency Law. Ordinary credits rank below credits against the insolvency estate (créditos contra la masa) and credits with a general or special privilege (créditos con privilegio general o especial). Ordinary credits rank above subordinated credits and the rights of shareholders. Interest on the Notes (other than interest accruing under secured liabilities up to an amount equal to the lower of the value of the asset subject to the security or the maximum secured liability under the relevant security) 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 (other than interest accruing under secured liabilities up to an amount equal to the lower of the value of the asset subject to the security or the maximum secured liability under the relevant security) shall be suspended as from the date of any declaration of insolvency (concurso) of the Issuer.*

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

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

### ***Maturity of the Notes***

The Maturity Date applicable to each issue of Notes will be specified in the relevant Pricing Supplement. The tenor of the Notes shall be not less than one day nor more than 364 days from and including the Issue Date to, but excluding, the Maturity Date, subject to applicable legal and regulatory requirements.

### ***Optional redemption for taxation reasons***

The Issuer may redeem Notes (in whole but not in part) if it has or will become obliged to pay additional amounts pursuant to the terms of the Notes as a result of any change in, or amendment to, the laws or regulations of the Kingdom of Spain or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction) which change or amendment becomes effective on or after the issue date of the relevant Notes and such obligation cannot be avoided by the Issuer taking reasonable measures available to it.

### ***Prescription***

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

### ***Yield Basis***

Notes may be issued on the basis that they will be interest bearing or at a discount (in which case they will not bear interest). The yield basis in respect of Notes bearing interest at a fixed rate will be set out in the relevant Pricing Supplement.

### **Authorisations and approvals**

The Issuer and the Guarantor have obtained or will obtain from time to time all necessary consents, approvals and authorisations in connection with the issue and performance of the Notes. The establishment of the Programme was authorised by a resolution of the Board of Directors of the Guarantor on 29 October 2024. The establishment of the Programme and the issuance of Notes pursuant thereto was authorised by a resolution of the Sole Director of the Issuer on 21 November 2024.

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

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

Maples and Calder (Ireland) LLP at 75 St. Stephen's Green, Dublin 2, D02 PR50, Ireland is the Listing Agent in respect of the Notes.

Citibank, N.A., London Branch at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom is the Issue and Paying Agent in respect of the Notes.

**Expense of the admission to trading**

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

**Additional Information**

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

## FORM OF NOTES

### PART A

#### FORM OF MULTICURRENCY GLOBAL NOTE

##### Form of Multicurrency Global Note

THE SECURITIES REPRESENTED BY THIS GLOBAL NOTE HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”) OR ANY U.S. STATE SECURITIES LAWS AND MAY NOT BE OFFERED, SOLD OR DELIVERED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) UNLESS AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT IS AVAILABLE AND IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND ANY OTHER JURISDICTION. THIS LEGEND SHALL CEASE TO APPLY UPON THE EXPIRY OF THE PERIOD OF 40 DAYS AFTER THE COMPLETION OF THE DISTRIBUTION OF ALL THE SECURITIES OF THE TRANCHE OF WHICH THIS SECURITY FORMS PART.

##### **NATURGY FINANCE IBERIA, S.A.**

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

##### **Guaranteed by**

##### **NATURGY ENERGY GROUP, S.A.**

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

**€1,000,000,000**

##### **EURO-COMMERCIAL PAPER PROGRAMME**

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

All such payments shall be made in accordance with an issue and paying agency agreement dated 10 December 2024 (as amended, restated or supplemented from time to time, the “**Issue and Paying Agency Agreement**”) between the Issuer, Naturgy Finance Energy Group, S.A. (the “**Guarantor**”) and Citibank, N.A., London Branch as the issue and paying agent (the “**Issue and Paying Agent**”), a copy of which is available for inspection, upon reasonable notice and during normal business hours, at the offices of Citibank, N.A., London Branch at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom, and subject to and in accordance with the terms and conditions set forth below.

All such payments shall be made (upon presentation and surrender, as the case may be, of this Global Note) to the bearer through Euroclear Bank SA/NV (“**Euroclear**”) and Clearstream Banking S.A. (“**Clearstream, Luxembourg**”, and together with Euroclear, the “**Clearing Systems**”) or any other relevant clearing system or, if this Global Note has been exchanged for bearer definitive Notes pursuant to paragraph 10 below, by transfer to an account denominated in the Specified Currency set out in the Pricing Supplement maintained by the bearer (i) in the principal financial centre in the country of that currency or, (ii) in the case of a Global Note denominated in euro, by transfer to a euro account (or any other account to which euro may be credited or transferred) maintained by the payee with a bank in the principal financial centre of any member state of

the EU. Each of the Issuer and the Guarantor undertakes that, so long as the Notes are listed, traded and/or quoted on any listing authority, stock exchange and/or quotation system, there will at all times be a paying agent with a specified office in such place as may be required by the rules and regulations of the relevant listing authority, stock exchange and/or quotation system.

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

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

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

3. All amounts payable (whether in respect of principal, redemption amount, interest or otherwise) in respect of the Notes will be made free and clear of and without withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of the Kingdom of Spain or any political subdivision thereof or any authority or agency therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments or governmental charges is required by law or required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the **“Code”**). In that event, the Issuer, failing which the Guarantor, will pay such additional amounts as may be necessary in order that the net amounts receivable by any holder after such withholding or deduction shall equal the respective amounts which would have been receivable by such holder in the absence of such withholding or deduction; except that no such additional amounts shall be payable in relation to any payment in respect of any Notes:
  - (a) 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 Notes by reason of it having some connection with the Kingdom of Spain other than the mere holding of such Notes; or
  - (b) presented for payment more than thirty days after the Relevant Date, except to the extent that the relevant holder would have been entitled to such additional amounts on presenting the same for payment on the expiry of such period of thirty days; or
  - (c) to, or to a third party on behalf of, a holder who does not provide the information concerning such holder’s identity and tax residence to the Issuer or the Guarantor or an agent acting on behalf of the Issuer or the Guarantor as may eventually be required (i) in order to comply with any new procedures that may be implemented as a consequence of an amendment, modification or interpretation of Royal Decree 1065/2007; or (ii) in case the Notes are represented by definitive Notes; or
  - (d) where such withholding or deduction is required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.



For the purposes of this paragraph 3, “**Relevant Date**” means, in respect of any payment, the date on which such payment first becomes due and payable, but if the full amount of the moneys payable has not been received by the Issue and Paying Agent on or prior to such due date, it means the first date on which, the full amount of such moneys having been so received and being available for payment to holders, notice to that effect shall have been duly given to the holders in accordance with paragraph 23.

If the Issuer or the Guarantor, as the case may be, becomes subject at any time to any taxing jurisdiction other than or in addition to the Kingdom of Spain, references herein to the Kingdom of Spain shall be read and construed as references to the Kingdom of Spain, and/or to such other jurisdiction.

Any reference in this Global Note to principal, redemption amount and/or interest in respect of the Notes shall be deemed also to refer to any additional amounts which may be payable under this paragraph 3.

4. The Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time, on giving not less than 14 days’ notice to the holders (which notice shall be irrevocable), at the Redemption Amount specified in the Pricing Supplement, together with (if this Note is an interest bearing Note) interest accrued to the date fixed for redemption, if:
  - (a) the Issuer has or will become obliged to pay additional amounts as provided or referred to in paragraph 3 above as a result of any change in, or amendment to, the laws or regulations of the Kingdom of Spain or any political subdivision thereof or any authority or agency thereof or therein having power to tax or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after the Issue Date specified in the Pricing Supplement; and
  - (b) such obligation cannot be avoided by the Issuer taking reasonable measures available to it,

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

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

- (a) a certificate signed by the Sole Director of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred; and
- (b) an opinion addressed to the Issue and Paying Agent issued by independent legal advisers of recognised standing at the cost of the Issuer to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment.

Upon the expiry of any such notice as is referred to in this paragraph, the Issuer shall be bound to redeem the Notes in accordance with this paragraph.

5. The Issuer, the Guarantor or any of its affiliates may at any time purchase Notes in the open market or otherwise and at any price, *provided that* all unmatured interest coupons (if this Global Note is an interest bearing Global Note) are purchased therewith.

All Notes so purchased by the Issuer or any of its subsidiaries otherwise than in the ordinary course of business of dealings in securities or as a nominee shall be cancelled and shall not be reissued or resold.

6. On each occasion on which:
  - (a) Notes in definitive form are delivered; or
  - (b) Notes represented by this Global Note are to be cancelled in accordance with paragraph 5,

the Issuer shall procure that:

- (i) if the Pricing Supplement specifies that the New Global Note form is not applicable, (1) the aggregate principal amount of such Notes; and (2) the remaining Nominal Amount of Notes represented by this Global Note (which shall be the previous Nominal Amount hereof less the aggregate of the amount referred to in (1) above) are entered in the Schedule hereto, whereupon the Nominal Amount of Notes represented by this Global Note shall for all purposes be as most recently so entered; and
  - (ii) if the Pricing Supplement specifies that the New Global Note form is applicable, details of the exchange or cancellation shall be entered pro rata in the records of the Clearing Systems and the Nominal Amount of the Notes entered in the records of the Clearing Systems and represented by this Global Note shall be reduced by the principal amount so exchanged or cancelled.
7. The payment obligations of the Issuer represented by this Global Note constitute and at all times shall constitute direct, unsubordinated, unconditional and unsecured obligations of the Issuer and upon the declaration of insolvency (*concurso*) of the Issuer by a Spanish insolvency court, the credit rights of the holders of any Notes against the Issuer (and unless they qualify as subordinated credit rights under Article 281.1 of the restated text of the Spanish Insolvency Law approved by Royal Legislative 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*)) (as amended from time to time, including, without limitation, by virtue of Law 16/2022, of 5 September, the “**Spanish Recast Insolvency Law**”), or equivalent legal provisions which may replace it in the future, and subject to any applicable legal and statutory exceptions) rank *pari passu* and rateably without any preference among such obligations of the Issuer in respect of the Notes issued by the Issuer of the same issue and at least *pari passu* with all other unsubordinated, unprivileged and unsecured indebtedness of the Issuer, present or future.
8. The payment obligations of the Guarantor under the Deed of Guarantee (as defined below) constitute and at all times shall constitute direct, unsubordinated, unconditional and unsecured obligations of the Guarantor and upon the declaration of insolvency (*concurso*) of the Guarantor by a Spanish insolvency court, the credit rights of the holders of any Notes against the Guarantor (and unless they qualify as subordinated credit rights under Article 281.1 of the Spanish Recast Insolvency Law), or equivalent legal provisions which may replace it in the future, and subject to any applicable legal and statutory exceptions) rank *pari passu* and rateably without any preference among such obligations of the Guarantor in respect of the Notes issued by the Issuer of the same issue and at least *pari passu* with all other unsubordinated, unprivileged and unsecured indebtedness of the Guarantor, present or future.
9. If the Maturity Date (or, as the case may be, the Relevant Date) or, if applicable, the relevant Interest Payment Date is not a Payment Business Day (as defined herein) payment in respect hereof will not be made and credit or transfer instructions shall not be given until the next following Payment Business Day (unless that date falls more than 364 days after the Issue Date, in which case payment shall be made on the immediately preceding Payment Business Day) and neither the bearer of this Global Note nor the holder or beneficial owner of any interest herein or rights in respect hereof shall be entitled to any interest or other sums in respect of such postponed payment.

As used in this Global Note:

“**Payment Business Day**” means any day other than a Saturday or Sunday which is either (i) if the Specified Currency set out in the Pricing Supplement is any currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency set out in the Pricing Supplement (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney or Auckland respectively) or (ii) if the Specified Currency set out in the Pricing Supplement is euro, a day which is a T2 Business Day;

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

“**T2 Business Day**” means any day on which T2 is open for the settlement of payments in euro.

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

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

12. If, upon any such event and following such surrender, definitive Notes are not issued in full exchange for this Global Note before 5.00 p.m. (London time) on the thirtieth day after surrender, this Global Note (including the obligation hereunder to issue definitive Notes) will become void and the bearer will have no further rights under this Global Note (but without prejudice to the rights which the bearer or any other person may have under a Deed of Covenant dated 10 December 2024 entered into by the Issuer (the “**Deed of Covenant**”)).
13. This Global Note has the benefit of an English law governed deed of guarantee issued by the Guarantor on 10 December 2024 (the “**Deed of Guarantee**”). Copies of the Deed of Guarantee are available for inspection during normal business hours at the offices of the Issue and Paying Agent referred to above.
14. If this is an interest bearing Global Note, then:
  - (a) notwithstanding the provisions of paragraph 1 above, if any payment of interest in respect of this Global Note falling due for payment prior to the Maturity Date (or, as the case may be, the Relevant Date) remains unpaid on the fifteenth day after falling so due, the amount referred to in paragraph 1 shall be payable on such fifteenth day; and
  - (b) upon each payment of interest (if any) prior to the Maturity Date (or, as the case may be, the Relevant Date) in respect of this Global Note, the Issuer shall procure that:
    - (i) if the Pricing Supplement specifies that the New Global Note form is not applicable, the Schedule hereto shall be duly completed by the Issue and Paying Agent to reflect such payment; or
    - (ii) if the Pricing Supplement specifies that the New Global Note form is applicable, details of such payment shall be entered *pro rata* in the records of the Clearing Systems; and
    - (iii) unless otherwise specified in the applicable Pricing Supplement, the final Interest Payment Date shall be the Maturity Date (or, as the case may be, the Relevant Date).

15. If this is a fixed rate interest bearing Global Note, interest shall be calculated on the Nominal Amount as follows:

- (a) interest shall be payable on the Nominal Amount in respect of each successive Interest Period (as defined below) from (and including) the Issue Date to (but excluding) the Maturity Date (or, as the case may be, to the Relevant Date), in arrear on the relevant Interest Payment Date, on the basis of the Day Count Convention specified in the Pricing Supplement or, if none is specified, on the basis of the actual number of days in such Interest Period and a year of 360 days or, if this Global Note is denominated in Sterling, 365 days at the Rate of Interest specified in the Pricing Supplement with the resulting figure being rounded to the nearest amount of the Specified Currency which is available as legal tender in the country or countries (in the case of the euro) of the Specified Currency (with halves being rounded upwards); and
- (b) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is an “**Interest Period**” for the purposes of this paragraph.

16. If this is a floating rate interest bearing Global Note, interest shall be calculated on the Nominal Amount as follows:

- (a) in the case of a Global Note which specifies EUR-EURIBOR as the Reference Rate in the Pricing Supplement, the Rate of Interest will be the aggregate of EURIBOR and the Margin specified in the Pricing Supplement (if any) above or below EURIBOR. The Rate of Interest determined for any Interest Period by reference to EURIBOR shall be subject to a floor of zero to ensure that the Rate of Interest (as defined below) on any Interest Period is not negative. Interest will be payable on the Nominal Amount in respect of each successive Interest Period from the Issue Date to the Maturity Date (or, as the case may be, to the Relevant Date), in arrear on the relevant Interest Payment Date, on the basis of the Day Count Convention specified in the Pricing Supplement or, if none is specified, on the basis of the actual number of days in such Interest Period and a year of 360 days.

As used in this Global Note (and unless otherwise specified in the Pricing Supplement):

“**EURIBOR**” shall be equal to EUR-EURIBOR determined in accordance with the ISDA Definitions as if:

- (a) the Reset Date was the first day of the relevant Interest Period; and
- (b) the Designated Maturity was the number of months specified on the face of this Global Note,

provided that where a Temporary Non-Publication Trigger occurs in respect of EUR-EURIBOR, the Temporary Non-Publication Fallback for EUR-EURIBOR set out in the Floating Rate Matrix shall be amended such that the reference to “Calculation Agent Alternative Rate Determination” shall be replaced by “Temporary Non-Publication Fallback - Previous Day’s Rate”; and

“**EURIBOR Interest Determination Date**” shall mean the Fixing Day;

- (b) in the case of a Global Note which specifies EUR-EuroSTR as the Reference Rate in the Pricing Supplement, the Rate of Interest will be the aggregate of the ESTR Floating Rate and the Margin specified in the Pricing Supplement (if any) above or below the ESTR Floating Rate. The Rate of Interest determined for any Interest Period by reference to ESTR shall be subject to a floor of zero to ensure that the Rate of Interest (as defined below) on any Interest Period is not negative. Interest shall be payable on the Nominal Amount in respect of each successive Interest Period from the Issue Date to the Maturity Date (or, as the case may be, to the Relevant Date), in arrear on the relevant Interest Payment Date, on the basis of the Day Count Convention specified in the Pricing Supplement or, if none is specified, on the basis of the actual number of days in such Interest Period and a year of 360 days.

As used in this Global Note (and unless otherwise specified in the Pricing Supplement):

“**ESTR Floating Rate**” means, with respect to an Interest Period, the rate determined by the Calculation Agent on the relevant ESTR Interest Determination Date by applying the formula set out in the specified Overnight Rate Compounding Method or Overnight Rate Averaging Method, as applicable, where the Underlying Benchmark is EuroSTR, and the resulting percentage is rounded in accordance with the ISDA Definitions, but to the nearest percentage point specified for EUR-EuroSTR in the Compounding/Averaging Matrix; and

“**ESTR Interest Determination Date**” means the number of Applicable Business Days, Observation Period Shift Business Days or Lockout Period Business Days, as applicable, as specified on the face of this Global Note prior to the last day of the Interest Period;

- (c) in the case of a Global Note which specifies USD-SOFR as the Reference Rate in the Pricing Supplement, the Rate of Interest will be the aggregate of the SOFR Floating Rate and the Margin specified in the Pricing Supplement (if any) above or below the SOFR Floating Rate. The Rate of Interest determined for any Interest Period by reference to SOFR shall be subject to a floor of zero to ensure that the Rate of Interest (as defined below) on any Interest Period is not negative. Interest shall be payable on the Nominal Amount in respect of each successive Interest Period from the Issue Date to the Maturity Date (or, as the case may be, to the Relevant Date), in arrear on the relevant Interest Payment Date, on the basis of the Day Count Convention specified in the Pricing Supplement or, if none is specified, on the basis of the actual number of days in such Interest Period and a year of 360 days.

As used in this Global Note (and unless otherwise specified in the Pricing Supplement):

“**SOFR Floating Rate**” means, with respect to an Interest Period, the rate determined by the Calculation Agent on the relevant SOFR Interest Determination Date by applying the formula set out in the specified Overnight Rate Compounding Method or Overnight Rate Averaging Method, as applicable, where the Underlying Benchmark is SOFR, and the resulting percentage is rounded, if necessary, in accordance with the ISDA Definitions, but to the nearest percentage point specified for USD-SOFR in the Compounding/Averaging Matrix; and

“**SOFR Interest Determination Date**” means the number of Applicable Business Days, Observation Period Shift Business Days or Lockout Period Business Days, as applicable, as specified on the face of this Global Note prior to the last day of the Interest Period;

- (d) the Calculation Agent specified in the Pricing Supplement will, as soon as practicable after 11.00 a.m. (Brussels time) on each EURIBOR Interest Determination Date, ESTR Interest Determination Date or SOFR Interest Determination Date, as the case may be, determine the Rate of Interest and calculate the amount of interest payable (the “**Amount of Interest**”) for the relevant Interest Period. “**Rate of Interest**” means the rate which is determined in accordance with the provisions of paragraph 16(a), (b) or (c) (as the case may be) above. The Amount of Interest shall be calculated by applying the Rate of Interest to the nominal amount of one Note of each Denomination, multiplying such product by the Day Count Convention specified in the Pricing Supplement or, if none is specified, by the actual number of days in the Interest Period concerned divided by 360 or, if this Global Note is denominated in Sterling, by 365 and rounding the resulting figure to the nearest amount of the Specified Currency which is available as legal tender in the country or countries (in the case of the euro) of the Specified Currency (with halves being rounded upwards). The determination of the Rate of Interest and the Amount of Interest by the Calculation Agent shall (in the absence of manifest error) be final and binding upon all parties;
- (e) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is called an “**Interest Period**” for the purposes of this paragraph; and
- (f) the Issuer will procure that a notice specifying the Rate of Interest payable in respect of each Interest Period be published as soon as practicable after the determination of the Rate of Interest. Such

notice will be delivered to the clearing system(s) in which this Global Note is held at the relevant time or, if this Global Note has been exchanged for bearer definitive Notes pursuant to paragraph 10, will be published in a leading English language daily newspaper published in London (which is expected to be the *Financial Times*). Any such notice shall be deemed to have been given on the date of such delivery or publication.

As used in this Global Note:

“**ISDA Definitions**” means the version of the 2021 ISDA Interest Rate Derivative Definitions, including each Matrix (and any successor matrix), as published by the International Swaps and Derivatives Association, Inc. (or any successor) on its website ([www.isda.org](http://www.isda.org)) as amended, updated or replaced at the Issue Date provided that (i) references to a “Confirmation” in the 2021 ISDA Definitions should instead be read as references to this Global Note; (ii) references to a “Calculation Period” in the 2021 ISDA Definitions should instead be read as references to an “Interest Period” and (iii) the “Administrator/Benchmark Event” in the 2021 ISDA Definitions shall be disappplied;

Capitalised terms used but not otherwise defined in this Global Note shall bear the meaning ascribed to them in the ISDA Definitions.

17. If the proceeds of this Global Note are accepted in the UK, the Nominal Amount shall be not less than £100,000 (or the equivalent in any other currency).
18. Upon any payment being made in respect of the Notes represented by this Global Note, the Issuer shall procure that:
  - (a) if the Pricing Supplement specifies that the New Global Note form is not applicable, details of such payment shall be entered in the Schedule hereto and, in the case of any payment of principal, the Nominal Amount of the Notes represented by this Global Note shall be reduced by the principal amount so paid; and
  - (b) if the Pricing Supplement specifies that the New Global Note form is applicable, details of such payment shall be entered pro rata in the records of the Clearing Systems and, in the case of any payment of principal, the Nominal Amount of the Notes entered in the records of the Clearing Systems and represented by this Global Note shall be reduced by the principal amount so paid.
19. This Global Note shall not be validly issued unless manually authenticated by Citibank, N.A., London Branch as Issue and Paying Agent.
20. If the Pricing Supplement specifies that the New Global Note form is applicable:
  - (a) details of such payment shall be entered *pro rata* in the records of the Clearing Systems and, in the case of any payment of principal, the Nominal Amount of the Notes entered in the records of the Clearing Systems and represented by this Global Note shall be reduced by the principal amount so paid; and
  - (b) this Global Note shall not be valid for any purpose until it has been effectuated for and on behalf of the entity appointed as common safekeeper by the Clearing Systems.
21. 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 the Status of the Notes and the Status of the Guarantee which shall be governed by, and shall be construed in accordance with, Spanish law.
22. The Issue and Paying 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 the status of the Notes and the status of the Deed of Guarantee set forth in paragraphs 7 and 8, 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 holders 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 paragraph 22 shall limit any right to take Proceedings against the Issuer and/or the Guarantor 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.

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 Issue and Paying Agent and agree that, failing such appointment within fifteen days, any holder 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 Issue and Paying Agent. Nothing contained herein shall affect the right of any holder to serve process in any other manner permitted by law.

23. So long as the Notes are represented by this Global Note and deposited with a depository or a common depository for the Clearing Systems and/or any other relevant clearing system or a common safekeeper, all notices required to be published concerning this Global Note may be given by delivery of the relevant notice to the Clearing Systems and/or any other relevant clearing system and, in any case, such notices shall be deemed to have been given to the holders on the date of delivery to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system. In addition, if this Global Note has been admitted to listing on the official list of the Irish Stock Exchange plc trading as Euronext Dublin (“**Euronext Dublin**”) and to trading on its regulated market and/or has been admitted to listing, trading and/or quotation on any other listing authority, stock exchange and/or quotation system, all notices required to be published concerning this Global Note shall also be published in accordance with the requirements of Euronext Dublin and/or such other relevant listing authority, stock exchange and/or quotation system, as applicable.
24. Claims for payment of principal and interest in respect of this Global Note shall become prescribed and void unless made, in the case of principal, within ten years after the Maturity Date (or, as the case may be, the Relevant Date) or, in the case of interest, five years after the relevant Interest Payment Date.
25. No person shall have any right to enforce any provision of this Global Note under the Contracts (Rights of Third Parties) Act 1999.

**AUTHENTICATED** by  
**CITIBANK, N.A., LONDON BRANCH**

without recourse, warranty or  
liability and for  
authentication purposes only

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

**SIGNED** on behalf of the Issuer:

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

**SIGNED** on behalf of the Guarantor:

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

**EFFECTUATED** without recourse, warranty  
or liability by

.....  
as common safekeeper

By: .....



## Schedule 1<sup>1</sup>

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

<u>Date of payment, delivery or cancellation</u>	<u>Amount of interest then paid</u>	<u>Amount of interest withheld</u>	<u>Amount of interest then paid</u>	<u>Aggregate principal amount of definitive Notes then delivered</u>	<u>Aggregate principal amount of Notes then cancelled</u>	<u>New Nominal Amount of this Global Note</u>	<u>Authorised signature</u>
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<sup>1</sup> This Schedule should only be completed where the Pricing Supplement specify that the New Global Note form is not applicable.

**Schedule 2**

**Pricing Supplement**

*[Completed Pricing Supplement to be attached]*

## PART B

### FORM OF MULTICURRENCY DEFINITIVE NOTE

#### Form of Multicurrency Definitive Note

THE SECURITIES REPRESENTED BY THIS DEFINITIVE NOTE HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”) OR ANY U.S. STATE SECURITIES LAWS AND MAY NOT BE OFFERED, SOLD OR DELIVERED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) UNLESS AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT IS AVAILABLE AND IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND ANY OTHER JURISDICTION. THIS LEGEND SHALL CEASE TO APPLY UPON THE EXPIRY OF THE PERIOD OF 40 DAYS AFTER THE COMPLETION OF THE DISTRIBUTION OF ALL THE SECURITIES OF THE TRANCHE OF WHICH THIS SECURITY FORMS PART.

#### **NATURGY FINANCE IBERIA, S.A.**

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

#### **Guaranteed by**

#### **NATURGY ENERGY GROUP, S.A.**

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

**€1,000,000,000**

#### **EURO-COMMERCIAL PAPER PROGRAMME**

Nominal Amount of this Note:

1. For value received, Naturgy Finance Iberia, S.A. (the “**Issuer**”) and Naturgy Energy Group, S.A. (the “**Guarantor**”) promise to pay to the bearer of this Note on the Maturity Date set out in the Pricing Supplement attached to or endorsed on this Note, or, on such earlier date as the same may become payable in accordance with paragraph 3 below (the “**Relevant Date**”), the Nominal Amount or, as the case may be, the Redemption Amount set out in the Pricing Supplement, together with interest thereon, if this is an interest bearing Note, at the rate and at the times (if any) specified herein and in the Pricing Supplement. Terms defined in the Pricing Supplement attached hereto or endorsed on this Note but not otherwise defined in this Note shall have the same meanings where used in this Note unless the context otherwise requires or unless otherwise stated.

All such payments shall be made in accordance with an issue and paying agency agreement dated 10 December 2024 (as amended, restated or supplemented from time to time, the “**Issue and Paying Agency Agreement**”) between the Issuer, the Guarantor and Citibank, N.A., London Branch as the issue and paying agent (the “**Issue and Paying Agent**”), a copy of which is available for inspection, upon reasonable notice and during normal business hours, at the offices of Citibank, N.A., London Branch at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom, and subject to and in accordance with the terms and conditions set forth below.

All such payments shall be made (upon presentation and surrender, as the case may be, of this Note) by transfer to an account denominated in the Specified Currency set out in the Pricing Supplement maintained by the bearer (i) in the principal financial centre in the country of that currency or, (ii) in the case of a Note denominated in euro, by transfer to a euro account (or any other account to which euro may be credited or transferred) maintained by the payee with a bank in the principal financial centre of any member state of the EU. The Issuer undertakes that, so long as the Notes are listed, traded and/or quoted on any listing authority, stock exchange and/or quotation system, there will at all times be a paying agent with a specified office in

such place as may be required by the rules and regulations of the relevant listing authority, stock exchange and/or quotation system.

2. All amounts payable (whether in respect of principal, redemption amount, interest or otherwise) in respect of the Note will be made free and clear of and without withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of the Kingdom of Spain or any political subdivision thereof or any authority or agency therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments or governmental charges is required by law or required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”). In that event, the Issuer, failing which the Guarantor, will pay such additional amounts as may be necessary in order that the net amounts receivable by any holder after such withholding or deduction shall equal the respective amounts which would have been receivable by such holder in the absence of such withholding or deduction; except that no such additional amounts shall be payable in relation to any payment in respect of any Notes:
  - (a) 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 Notes by reason of it having some connection with the Kingdom of Spain other than the mere holding of such Notes; or
  - (b) presented for payment more than thirty days after the Relevant Date, except to the extent that the relevant holder would have been entitled to such additional amounts on presenting the same for payment on the expiry of such period of thirty days;
  - (c) to, or to a third party on behalf of, a holder who does not provide the information concerning such holder’s identity and tax residence to the Issuer or the Guarantor or an agent acting on behalf of the Issuer or the Guarantor as may eventually be required (i) in order to comply with any new procedures that may be implemented as a consequence of an amendment, modification or interpretation of Royal Decree 1065/2007; or (ii) in case the Notes are represented by definitive Notes; or
  - (d) where such withholding or deduction is required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

For the purposes of this paragraph 2, “**Relevant Date**” means, in respect of any payment, the date on which such payment first becomes due and payable, but if the full amount of the moneys payable has not been received by the Issue and Paying Agent on or prior to such due date, it means the first date on which, the full amount of such moneys having been so received and being available for payment to holders, notice to that effect shall have been duly given to the holders.

If the Issuer or the Guarantor, as the case may be, becomes subject at any time to any taxing jurisdiction other than or in addition to the Kingdom of Spain, references herein to the Kingdom of Spain shall be read and construed as references to the Kingdom of Spain, and/or to such other jurisdiction.

Any reference in this Definitive Note to principal, redemption amount and/or interest in respect of the Notes shall be deemed also to refer to any additional amounts which may be payable under this paragraph 2.

3. The Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time, on giving not less than 14 days’ notice to the holders (which notice shall be irrevocable), at the Redemption Amount specified in the Pricing Supplement, together with (if this Note is an interest bearing Note) interest accrued to the date fixed for redemption, if:
  - (a) the Issuer has or will become obliged to pay additional amounts as provided or referred to in paragraph 2 above as a result of any change in, or amendment to, the laws or regulations of the Kingdom of Spain or any political subdivision thereof or any authority or agency thereof or therein having power to tax or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after the Issue Date specified in the Pricing Supplement; and

(b) such obligation cannot be avoided by the Issuer taking reasonable measures available to it,

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

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

- (a) a certificate signed by two directors of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred; and
- (b) an opinion addressed to the Issue and Paying Agent issued by independent legal advisers of recognised standing at the cost of the Issuer to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment.

Upon the expiry of any such notice as is referred to in this paragraph, the Issuer shall be bound to redeem the Notes in accordance with this paragraph.

4. The Issuer or any of its subsidiaries may at any time purchase Notes in the open market or otherwise and at any price, *provided that* all unmatured interest coupons (if this Note is an interest bearing Note) are purchased therewith.

All Notes so purchased by the Issuer or any of its subsidiaries otherwise than in the ordinary course of business of dealings in securities or as a nominee shall be cancelled and shall not be reissued or resold.

5. The payment obligations of the Issuer represented by this Note constitute and at all times shall constitute direct, unsubordinated, unconditional and unsecured obligations of the Issuer and upon the declaration of insolvency (*concurso*) of the Issuer by a Spanish insolvency court, the credit rights of the holders of any Notes against the Issuer (and unless they qualify as subordinated credit rights under Article 281.1 of the restated text of the Spanish Insolvency Law approved by Royal Legislative 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*)) (as amended from time to time, including, without limitation, by virtue of Law 16/2022, of 5 September, the “**Spanish Recast Insolvency Law**”), or equivalent legal provisions which may replace it in the future, and subject to any applicable legal and statutory exceptions) rank *pari passu* and rateably without any preference among such obligations of the Issuer in respect of the Notes issued by the Issuer of the same issue and at least *pari passu* with all other unsubordinated, unprivileged and unsecured indebtedness of the Issuer, present or future.
6. The payment obligations of the Guarantor under the Deed of Guarantee (as defined below) constitute and at all times shall constitute direct, unsubordinated, unconditional and unsecured obligations of the Guarantor and upon the declaration of insolvency (*concurso*) of the Guarantor by a Spanish insolvency court, the credit rights of the holders of any Notes against the Guarantor (and unless they qualify as subordinated credit rights under Article 281.1 of the Spanish Recast Insolvency Law), or equivalent legal provisions which may replace it in the future, and subject to any applicable legal and statutory exceptions) rank *pari passu* and rateably without any preference among such obligations of the Guarantor in respect of the Notes issued by the Issuer of the same issue and at least *pari passu* with all other unsubordinated, unprivileged and unsecured indebtedness of the Guarantor, present or future.
7. If the Maturity Date (or, as the case may be, the Relevant Date) or, if applicable, the relevant Interest Payment Date is not a Payment Business Day (as defined herein) payment in respect hereof will not be made and credit or transfer instructions shall not be given until the next following Payment Business Day (unless that date falls more than 364 days after the Issue Date, in which case payment shall be made on the immediately preceding Payment Business Day) and neither the bearer of this Note nor the holder or beneficial owner of any interest herein or rights in respect hereof shall be entitled to any interest or other sums in respect of such postponed payment

As used in this Note:

“**Payment Business Day**” means any day other than a Saturday or Sunday which is either (i) if the Specified Currency set out in the Pricing Supplement is any currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency set out in the Pricing Supplement (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney or Auckland respectively) or (ii) if the Specified Currency set out in the Pricing Supplement is euro, a day which is a T2 Business Day;

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

“**T2 Business Day**” means any day on which T2 is open for the settlement of payments in euro.

8. This Note is negotiable and, accordingly, title hereto shall pass by delivery and the bearer shall be treated as being absolutely entitled to receive payment upon due presentation (notwithstanding any notation of ownership or other writing thereon or notice of any previous loss or theft thereof).
9. If this is an interest bearing Note, then:
  - (a) notwithstanding the provisions of paragraph 1 above, if any payment of interest in respect of this Note falling due for payment prior to the Maturity Date (or, as the case may be, the Relevant Date) remains unpaid on the fifteenth day after falling so due, the amount referred to in paragraph 1 shall be payable on such fifteenth day; and
  - (b) upon each payment of interest (if any) prior to the Maturity Date (or, as the case may be, the Relevant Date) in respect of this Note, the Issuer shall procure that:
    - (i) the Schedule hereto shall be duly completed by the Issue and Paying Agent to reflect such payment; and
    - (ii) unless otherwise specified in the applicable Pricing Supplement, the final Interest Payment Date shall be the Maturity Date (or, as the case may be, the Relevant Date).
10. If this is a fixed rate interest bearing Note, interest shall be calculated on the Nominal Amount as follows:
  - (a) interest shall be payable on the Nominal Amount in respect of each successive Interest Period (as defined below) from (and including) the Issue Date to (but excluding) the Maturity Date (or, as the case may be, to the Relevant Date), in arrear on the relevant Interest Payment Date, on the basis of the Day Count Convention specified in the Pricing Supplement or, if none is specified, on the basis of the actual number of days in such Interest Period and a year of 360 days or, if this Note is denominated in Sterling, 365 days at the Rate of Interest specified in the Pricing Supplement with the resulting figure being rounded to the nearest amount of the Specified Currency which is available as legal tender in the country or countries (in the case of the euro) of the Specified Currency (with halves being rounded upwards); and
  - (b) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is an “**Interest Period**” for the purposes of this paragraph.
11. If this is a floating rate interest bearing Note, interest shall be calculated on the Nominal Amount as follows:
  - (a) in the case of a Global Note which specifies EUR-EURIBOR as the Reference Rate in the Pricing Supplement, the Rate of Interest will be the aggregate of EURIBOR and the Margin specified in the Pricing Supplement (if any) above or below EURIBOR. The Rate of Interest determined for any Interest Period by reference to EURIBOR shall be subject to a floor of zero to ensure that the Rate of Interest (as defined below) on any Interest Period is not negative. Interest will be payable on the Nominal Amount in respect of each successive Interest Period from the Issue Date to the

Maturity Date (or, as the case may be, to the Relevant Date), in arrear on the relevant Interest Payment Date, on the basis of the Day Count Convention specified in the Pricing Supplement or, if none is specified, on the basis of the actual number of days in such Interest Period and a year of 360 days.

As used in this Note (and unless otherwise specified in the Pricing Supplement):

“**EURIBOR**” shall be equal to EUR-EURIBOR determined in accordance with the ISDA Definitions as if:

(a) the Reset Date was the first day of the relevant Interest Period; and

(b) the Designated Maturity was the number of months specified on the face of this Global Note,

provided that where a Temporary Non-Publication Trigger occurs in respect of EUR-EURIBOR, the Temporary Non-Publication Fallback for EUR-EURIBOR set out in the Floating Rate Matrix shall be amended such that the reference to “Calculation Agent Alternative Rate Determination” shall be replaced by “Temporary Non-Publication Fallback - Previous Day’s Rate”; and

“**EURIBOR Interest Determination Date**” shall mean the Fixing Day;

- (b) in the case of a Global Note which specifies EUR-EuroSTR as the Reference Rate in the Pricing Supplement, the Rate of Interest will be the aggregate of the ESTR Floating Rate and the Margin specified in the Pricing Supplement (if any) above or below the ESTR Floating Rate. The Rate of Interest determined for any Interest Period by reference to ESTR shall be subject to a floor of zero to ensure that the Rate of Interest (as defined below) on any Interest Period is not negative. Interest shall be payable on the Nominal Amount in respect of each successive Interest Period from the Issue Date to the Maturity Date (or, as the case may be, to the Relevant Date), in arrear on the relevant Interest Payment Date, on the basis of the Day Count Convention specified in the Pricing Supplement or, if none is specified, on the basis of the actual number of days in such Interest Period and a year of 360 days.

As used in this Global Note (and unless otherwise specified in the Pricing Supplement):

“**ESTR Floating Rate**” means, with respect to an Interest Period, the rate determined by the Calculation Agent on the relevant ESTR Interest Determination Date by applying the formula set out in the specified Overnight Rate Compounding Method or Overnight Rate Averaging Method, as applicable, where the Underlying Benchmark is EuroSTR, and the resulting percentage is rounded in accordance with the ISDA Definitions, but to the nearest percentage point specified for EUR-EuroSTR in the Compounding/Averaging Matrix; and

“**ESTR Interest Determination Date**” means the number of Applicable Business Days, Observation Period Shift Business Days or Lockout Period Business Days, as applicable, as specified on the face of this Global Note prior to the last day of the Interest Period;

- (c) in the case of a Global Note which specifies USD-SOFR as the Reference Rate in the Pricing Supplement, the Rate of Interest will be the aggregate of the SOFR Floating Rate and the Margin specified in the Pricing Supplement (if any) above or below the SOFR Floating Rate. The Rate of Interest determined for any Interest Period by reference to SOFR shall be subject to a floor of zero to ensure that the Rate of Interest (as defined below) on any Interest Period is not negative. Interest shall be payable on the Nominal Amount in respect of each successive Interest Period from the Issue Date to the Maturity Date (or, as the case may be, to the Relevant Date), in arrear on the relevant Interest Payment Date, on the basis of the Day Count Convention specified in the Pricing Supplement or, if none is specified, on the basis of the actual number of days in such Interest Period and a year of 360 days.

As used in this Global Note (and unless otherwise specified in the Pricing Supplement):

“**SOFR Floating Rate**” means, with respect to an Interest Period, the rate determined by the Calculation Agent on the relevant SOFR Interest Determination Date by applying the formula set out in the specified Overnight Rate Compounding Method or Overnight Rate Averaging Method, as applicable, where the Underlying Benchmark is SOFR, and the resulting percentage is rounded, if necessary, in accordance with the ISDA Definitions, but to the nearest percentage point specified for USD-SOFR in the Compounding/Averaging Matrix; and

“**SOFR Interest Determination Date**” means the number of Applicable Business Days, Observation Period Shift Business Days or Lockout Period Business Days, as applicable, as specified on the face of this Global Note prior to the last day of the Interest Period;

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

As used in this Global Note:

“**ISDA Definitions**” means the version of the 2021 ISDA Interest Rate Derivative Definitions, including each Matrix (and any successor matrix), as published by the International Swaps and Derivatives Association, Inc. (or any successor) on its website ([www.isda.org](http://www.isda.org)) as amended, updated or replaced at the Issue Date provided that (i) references to a “Confirmation” in the 2021 ISDA Definitions should instead be read as references to this Global Note; (ii) references to a “Calculation Period” in the 2021 ISDA Definitions should instead be read as references to an “Interest Period” and (iii) the “Administrator/Benchmark Event” in the 2021 ISDA Definitions shall be disappplied;

Capitalised terms used but not otherwise defined in this Global Note shall bear the meaning ascribed to them in the ISDA Definitions.



12. If the proceeds of this Note are accepted in the UK, the Nominal Amount shall be not less than £100,000 (or the equivalent in any other currency).
13. This Note shall not be validly issued unless manually authenticated by Citibank, N.A., London Branch as Issue and Paying Agent.
14. The Issue and Paying 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 the status of the Notes and the status of the Deed of Guarantee set forth in paragraphs 7 and 8, 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 holders 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 paragraph 14 shall limit any right to take Proceedings against the Issuer and/or the Guarantor 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.

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 Issue and Paying Agent and agree that, failing such appointment within fifteen days, any holder 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 Issue and Paying Agent. Nothing contained herein shall affect the right of any holder to serve process in any other manner permitted by law.

15. If the Notes have been admitted to listing on the official list of the Irish Stock Exchange plc trading as Euronext Dublin ("**Euronext Dublin**") and to trading on its regulated market and/or has been admitted to listing, trading and/or quotation on any other listing authority, stock exchange and/or quotation system, all notices required to be published concerning this Note shall be published in accordance with the requirements of Euronext Dublin and/or such other relevant listing authority, stock exchange and/or quotation system, as applicable.
16. Claims for payment of principal and interest in respect of this Note shall become prescribed and void unless made, in the case of principal, within ten years after the Maturity Date (or, as the case may be, the Relevant Date) or, in the case of interest, five years after the relevant Interest Payment Date.
17. No person shall have any right to enforce any provision of this Note under the Contracts (Rights of Third Parties) Act 1999.

**AUTHENTICATED** by  
**CITIBANK, N.A., LONDON BRANCH**

without recourse, warranty or  
liability and for  
authentication purposes only

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

**SIGNED** on behalf of the Issuer:

**SIGNED** on behalf of the Guarantor:

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

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

**Schedule 1**

**Payments of Interest**

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

<u>Date of payment</u>	<u>Payment from</u>	<u>Payment to</u>	<u>Gross Amount paid</u>	<u>Withholding</u>	<u>Net Amount paid</u>	<u>Notation on behalf of Paying Agent</u>
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**Schedule 2**

**Pricing Supplement**

*[Completed Pricing Supplement to be attached]*

## FORM OF PRICING SUPPLEMENT

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

**[MIFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET** – Solely for the purposes of [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 Directive 2014/65/EU (as amended, “**MiFID II**”); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the manufacturer[‘s/s’] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[‘s/s’] target market assessment) and determining appropriate distribution channels.]

**[UK MiFIR PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET** – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook (“**COBS**”), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law of the UK by virtue of the EU (Withdrawal) Act 2018 (“**UK MiFIR**”); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the manufacturer[‘s/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.]

### **NATURGY FINANCE IBERIA, S.A.**

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

Legal Entity Identifier: 2138005FTXOJUBQ5J563

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

**Guaranteed by**

### **NATURGY ENERGY GROUP, S.A.**

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

Under the

**€1,000,000,000**

**EURO-COMMERCIAL PAPER PROGRAMME**

**(the “Programme”)**

### **PART A – CONTRACTUAL TERMS**

This document constitutes the Pricing Supplement (as referred to in the Information Memorandum dated 10 December 2024 (as amended, updated or supplemented from time to time, the “**Information Memorandum**”) in relation to the Programme) in relation to the issue of Notes referred to above (the “**Notes**”). Terms defined in the Information Memorandum, unless indicated to the contrary, have the same meanings where used in this Pricing Supplement. Reference is made to the Information Memorandum for a description of the Issuer, the Guarantor, the Programme and certain other matters. This Pricing Supplement is supplemental to and must be read in conjunction with the full terms and conditions of the Notes. This Pricing Supplement is also a summary of the terms and conditions of the Notes for the purpose of listing.

Full information on the Issuer, the Group and the offer of the Notes described herein is only available on the basis of the combination of this Pricing Supplement and the Information Memorandum [as so supplemented]. The Information Memorandum [and the supplemental Information Memorandum dated [•]] [is][are] available for viewing upon reasonable notice and during normal business hours at the registered office of the Issuer at Avenida de América, 38, 28028 Madrid, Spain and at the office of the Issue and Paying Agent at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom.

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

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

- |     |                     |  |
|-----|---------------------|--|
| 1.  | Issuer:             | Naturgy Finance Iberia, S.A.   |
| 2.  | Guarantor:          | Naturgy Energy Group, S.A.   |
| 3.  | Type of Note:       | Euro-commercial paper  |
| 4.  | Series No:          | [•]  |
| 5.  | Dealer(s):          | [•]  |
| 6.  | Specified Currency: | [•]  |
| 7.  | Nominal Amount:     | [•]  |
| 8.  | Trade Date:         | [•]  |
| 9.  | Issue Date:         | [•]  |
| 10. | Maturity Date:      | [•] <i>[May not be less than one day nor more than 364 days]</i>         |
| 11. | Issue Price:        | [•]  |
| 12. | Denomination(s):    | [•]  |
| 13. | Redemption Amount:  | [Redemption at par][ [•] per Note of [•] Denomination]<br><i>[other]</i> |
| 14. | Delivery:           | [Free of/against] payment  |

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

- |     |  |  |
|-----|--|--|
| 14. | <b>Fixed Rate Note Provisions</b>  | [Applicable/Not Applicable]<br><br><i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>                                       |
|     | (i) Rate[(s)] of Interest:   | [•] [per cent. per annum]  |
|     | (ii) Interest Payment Date(s):   | [•]  |
|     | (iii) Day Count convention (if different from that specified in the terms of the Notes):           | [Not Applicable/ <i>other</i> ]<br><br>[The above-mentioned Day Count Convention shall have the meaning given to it in the ISDA Definitions.] <sup>2</sup> |
|     | (iv) other terms relating to the method of calculating interest for Fixed Rate Notes (if different | [Not Applicable/ <i>give details</i> ]   |

<sup>2</sup> Delete text in square brackets unless a Day Count Convention which is different from that specified in the terms and conditions of the Notes is used.

from those specified in the terms of the Notes:

15. **Floating Rate Note Provisions** [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Interest Payment Date(s): [•]
- (ii) Calculation Agent (party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Issue and Paying Agent)): [[Name] shall be the Calculation Agent]
- (iii) Floating Rate Option: [•] months [EUR-EURIBOR][EUR-EuroSTR][USD-SOFR]
- (iv) Margin(s): [+/-][•] per cent. per annum
- (v) Compounding / Averaging: [Applicable/Not Applicable]
- [Include "Applicable" for any note which is a floating rate interest bearing note and where the Floating Rate Option is USD-SOFR or EUR-EuroSTR, otherwise include "Not Applicable". If not applicable, delete the remaining subparagraphs of this paragraph]*
- [Compounding: [Compounding with Lookback / Compounding with Observation Period Shift / Compounding with Lockout]/[Not Applicable]]
- [Complete for any floating rate interest bearing note where the Floating Rate Option is USD-SOFR or EUR-EuroSTR and an Overnight Rate Compounding Method is envisaged. Note that OIS Compounding is not considered appropriate for use with a Global Note as there is likely to be insufficient time to make payment following the calculation of the rate. Otherwise, include "Not Applicable".]*
- [Averaging: [Averaging with Lookback / Averaging with Observation Period Shift / Averaging with Lockout]/[Not Applicable]]
- [Complete for any floating rate interest bearing note where the Floating Rate Option is USD-SOFR or EUR-EuroSTR and an Overnight Rate Averaging Method is envisaged. Note that this Global Note envisages only Averaging with Lookback, Averaging with Observation Period Shift and Averaging with Lockout methods. Overnight Averaging is not considered appropriate for use with a Global Note as there is likely to be insufficient time to make payment following the calculation of the rate. Otherwise, include "Not Applicable".]*
- [Lookback: [5] Applicable Business Days]/[Not Applicable]]
- [This field should be completed and the parties may wish to refer to the Compounding/Averaging Matrix. As at the date of this Information Memorandum, the number of Applicable*

*Business Days for Compounding with Lookback and Averaging with Lookback in the Compounding/Averaging Matrix has not yet been populated for any of USD-SOFR or EUR-EuroSTR, however, the default designation is 5 Applicable Business Days in accordance with the ISDA Definitions. Note that when populated the Compounding/Averaging Matrix may not reflect the default designation. Include “Not Applicable” if Compounding with Lookback or Averaging with Lookback is not selected.]*

[Observation Period Shift: [[5] Observation Period Shift Business Days]/[Not Applicable]

*[This field should be completed and the parties may wish to refer to the Compounding/Averaging Matrix. As at the date of this Information Memorandum, the number of Observation Period Shift Business Days for Compounding with Observation Period Shift and Averaging with Observation Period Shift in the Compounding/Averaging Matrix has not yet been populated for any of USD-SOFR or EUR-EuroSTR, however, the default designation is 5 Observation Period Shift Business Days in accordance with the ISDA Definitions. Note that when populated the Compounding/Averaging Matrix may not reflect the default designation. Include “Not Applicable” if Compounding with Lookback or Averaging with Lookback is not selected. Include “Not Applicable” and delete the “Observation Period Shift Additional Business Days” field if Compounding with Observation Period Shift or Averaging with Observation Period Shift is not selected.]*

Observation Period Shift Additional Business Days: [•] / Not Applicable]]

[Lockout: [5] Lockout Period Business Days]

*[This field should be completed and the parties may wish to refer to the Compounding/Averaging Matrix. As at the date of this Information Memorandum, the number of Lockout Period Business Days for Compounding with Lockout and Averaging with Lockout in the Compounding/Averaging Matrix has not yet been populated for any of USD-SOFR or EUR-EuroSTR, however, the default designation is 5 Lockout Period Business Days in accordance with the ISDA Definitions. Note that when populated the Compounding/Averaging Matrix may not reflect the default designation. Include “Not Applicable” and delete the “Lockout Period Business Days” field if Compounding with Lockout or Averaging with Lockout is not selected.]*

Lockout Period Business Days: [[•] / Not Applicable]]

*[Specify the financial centre(s) for the purposes of the Lockout Period Business Days. If none are specified and “Not Applicable” is selected, the Lockout Period Business Days will be the Applicable Business Days (i.e. the rate business days).]*



- (vi) Day Count convention (if different from that specified in the terms of the Notes): [Not Applicable/*other*]  
 [The above-mentioned Day Count Convention shall have the meaning given to it in the ISDA Definitions.]<sup>3</sup>
- (vii) Other terms relating to the method of calculating interest for Floating Rate Notes (if terms are different from those specified in the terms of the Notes): [Not Applicable][*give details*]  
 [To be calculated by the Calculation Agent as follows:  
 Calculation time and date: [•]]  
 [*Insert particulars of calculation*]]

## GENERAL PROVISIONS APPLICABLE TO THE NOTES

16. Listing and admission to trading: [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the regulated market of Euronext Dublin with effect from [•]/[Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [*specify relevant regulated market*] with effect from [•].]
17. Clearing System(s): Euroclear, Clearstream, Luxembourg
18. Issue and Paying Agent: Citibank, N.A., London Branch
19. ISIN: [•]
20. Common code: [•]
21. Any clearing system(s) other than Euroclear Bank, SA/NV and Clearstream Banking S.A. and the relevant identification number(s): [Not Applicable/*give name(s) and number(s)*]
22. New Global Note: [Yes][No]
23. Intended to be held in a manner which would allow Eurosystem eligibility: [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.] [*Include this text if “yes” selected in which case the Notes must be issued in NGN form*]  
 [No. Whilst the designation is specified as “**no**” at the date of this Pricing Supplement, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon

<sup>3</sup> Delete text in square brackets unless a Day Count Convention which is different from that specified in the terms and conditions of the Notes is used.

the ECB being satisfied that Eurosystem eligibility criteria have been met.] *[Include this text if “no” selected in which case the Notes must be issued in CGN form]*

24. Relevant Benchmark(s):

*[[Specify benchmark] is provided by [administrator legal name]. [As of the date hereof, [[administrator legal name][appears]/[does not appear] in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 (Register of administrators and benchmarks) of the EU BMR.] / [Not Applicable]*

## **LISTING AND ADMISSION TO TRADING APPLICATION**

This Pricing Supplement comprises the pricing supplement required to list and have admitted to trading the issue of Notes described herein pursuant to the €1,000,000,000 Euro-Commercial Paper Programme of Naturgy Finance Iberia, S.A. guaranteed by Naturgy Energy Group. S.A.

## **RESPONSIBILITY**

Each of the Issuer and the Guarantor accepts responsibility for the information contained in this Pricing Supplement.

Signed on behalf of: **NATURGY FINANCE IBERIA, S.A. (as Issuer)**

By: .....

Duly authorised

Dated:.....

Signed on behalf of: **NATURGY ENERGY GROUP, S.A. (as Guarantor)**

By: .....

Duly authorised

Dated:.....

## PART B – OTHER INFORMATION

### 1. INTEREST OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE/OFFER]

*(Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the follow statement)*

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

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

Estimated total expenses: [•]

### 3. [Fixed Rate Notes–only - YIELD

Indication of yield: [•]

### 4. USE OF PROCEEDS

[The net proceeds of the issue of the Notes will be used by the Issuer for general corporate purposes, including the repayment of financial indebtedness.]

### 5. RATING

[The Notes have not been rated.] [The Notes [are expected to be]/[have been] rated [•] by [•].]

## TAXATION

*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 holders 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 holder, 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 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 28 per cent for taxable income exceeding €300,000.

Please note that the Spanish Socialist Group has recently proposed to increase the flat tax rate for PIT savings taxable income exceeding €300,000 from 28% to 29% as from 1 January 2025. However, whether this proposal will finally enter into force is still uncertain as of the date of this Information Memorandum.

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 holders 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 holders (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 holders who are individuals with tax residency in Spain provided that the information procedures (which do not require identification of the holders) 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, it has been extended until 2024 (payable in 2025) and is expected to remain in force until the review of the 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 tax rates currently range between 7.65 per cent. and 81.6 per cent. depending on relevant factors (such as previous net wealth or family relationship between the transferor and transferee), 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 holders 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, it has been extended until 2024 (payable in 2025) and is expected to remain in force until the review of the 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.

Holders 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 tax rates, currently range between 7.65 per cent. and 81.6 per cent., depending on relevant factors (such as previous net wealth or family relationship between the transferor and transferee), although the final tax rate may vary depending on any applicable regional tax laws.

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, holders 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 2025 and 31 March 2025 the Notes held on 31 December 2024) 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, 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 holders (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 holder 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 holders 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 holders were not to comply with such information procedures.

#### **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.

## SUBSCRIPTION AND SALE

### Dealer Agreement

The Dealers have, pursuant to the Dealer Agreement, agreed with the Issuer and the Guarantor a basis upon which they or any of them may from time to time agree to purchase Notes. In the Dealer Agreement, the Issuer and the Guarantor have agreed to reimburse the Dealers for certain of their expenses in connection with the establishment and any future update of the Programme and the issue of Notes under the Programme and to indemnify the Dealers against certain liabilities incurred by them in connection therewith.

### General

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

### United States of America

The Notes and the obligations of the Guarantor under the Deed of 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.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that, except as permitted by the Programme Agreement, it will not offer, sell or deliver Notes or obligations of the Guarantor under the Deed of Guarantee (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of all the Notes of the Tranche of which such Notes are a part, within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration to which it sells Notes or obligations of the Guarantor under the Deed of Guarantee during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes and the obligations of the Guarantor under the Deed of Guarantee within the United States or to, or for the account or benefit of, U.S. persons. Terms used in the preceding paragraph and in this paragraph have the meanings given to them by Regulation S.

In addition, until 40 days after the commencement of the offering, an offer or sale of Notes or obligations of the Guarantor under the Deed of Guarantee within the United States by any Dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

Notes in bearer form 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. Treasury 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.

### Prohibition of Sales to EEA Retail Investors

Each Dealer has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes 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;
- (ii) a customer within the meaning of Directive (EU) 2016/97 of the European Parliament and of the Council of 20 January 2016 on insurance distribution, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

## UK

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 Information Memorandum as completed by the Pricing Supplement 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 domestic law by virtue of the European Union (Withdrawal) Act 2018 (“EUWA”); or
- (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97 of the European Parliament and of the Council of 20 January 2016 on insurance distribution, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA.

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

- (a)
  - (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business; and
  - (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of section 19 of the Financial Services and Markets Act 2000 (the “FSMA”) by the Issuer;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer or the Guarantor; and
- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to such Notes in, from or otherwise involving the UK.

## Spain

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

- (a) neither the Notes nor the Information Memorandum have been registered with the Spanish Securities Market Commission (*Comisión Nacional del Mercado de Valores*) and that, therefore, the Information Memorandum is not intended to be used for any offer of Notes which require the registration of a prospectus in Spain; and
- (b) the Notes may not be offered, sold or distributed in Spain, nor may any subsequent resale of the Notes be carried out or publicity or marketing of any kind be made in Spain in relation to the Notes
  - (i) except in circumstances which do not require the registration of a prospectus in Spain as provided by Article 35 of Law 6/2023 on the Securities Markets and Investment Services (*Ley 6/2023, de 17 de marzo, de los Mercados de Valores y de los Servicios de Inversión*) and Regulation (EU) 2017/1129, and supplemental rules enacted thereunder or in substitution thereof from time to time; and
  - (ii) except by institutions authorised to provide investment services in Spain under Law 6/2023 on the Securities Markets and Investment Services (*Ley 6/2023, de 17 de marzo, de los Mercados de Valores*

*y de los Servicios de Inversión*), Royal Decree 813/2023 of 8 November (*Real Decreto 813/2023, de 8 de noviembre, sobre el régimen jurídico de las empresas de servicios de inversión y de las demás entidades que prestan servicios de inversión*) and supplemental rules enacted thereunder or in substitution thereof from time to time.

## **Singapore**

Each Dealer has acknowledged and each further Dealer appointed under the Programme will be required to acknowledge that this Information Memorandum has not been registered as a prospectus with the Monetary Authority of Singapore (the “**MAS**”). 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 or sold any Notes or caused such Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell such Notes or cause such Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Information Memorandum or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of such Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the “**SFA**”)) pursuant to Section 274 of the SFA or (ii) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA.

## **Japan**

The Notes have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended) (the “**Financial Instruments and Exchange Law**”) and each Dealer has agreed and each new Dealer appointed under the Programme will be required to agree that it has not, directly or indirectly, offered or sold and will not, directly or indirectly offer or sell any Notes in Japan or to, or for the benefit of, any resident of Japan, or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Laws and all applicable laws, regulations and guidelines promulgated by the relevant governmental and regulatory authorities in effect at the relevant time. For the purposes of this paragraph, “**resident of Japan**” shall mean any person resident in Japan including any corporation or other entity organised under the laws of Japan.

## **Switzerland**

This Information Memorandum is not intended to constitute an offer or solicitation to purchase or invest in the Notes. The Notes may not be publicly offered, directly or indirectly, in Switzerland within the meaning of the Swiss Financial Services Act (“**FinSA**”) except to any investor that qualifies as a professional client within the meaning of FinSA, and no application has or will be made to admit the Notes to trading on any trading venue (exchange or multilateral trading facility) in Switzerland. Neither this Information Memorandum nor any other offering or marketing material relating to the Notes constitutes a prospectus pursuant to the FinSA, and neither this Information Memorandum nor any other offering or marketing material relating to the Notes may be publicly distributed or otherwise made publicly available in Switzerland except to any investor that qualifies as a professional client within the meaning of FinSA.

## GENERAL INFORMATION

### Clearing of the Notes

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

### Admission to Listing and Trading

It is expected that Notes issued under the Programme may be admitted to the official list and to trading on the regulated market of Euronext Dublin on or after 10 December 2024. The admission of the Notes to trading on the regulated market of Euronext Dublin will be expressed as a percentage of their principal amount. Any Notes intended to be admitted to the official list and admitted to trading on the regulated market of Euronext Dublin will be so admitted to listing and trading upon submission to Euronext Dublin of the relevant Pricing Supplement and any other information required by Euronext Dublin, subject in each case to the issue of the relevant Notes.

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

### No Significant Change

There has been no material adverse change in the prospects of the Issuer since 31 December 2023 nor has there been any significant change in the financial or trading position or financial performance of the Issuer since 31 December 2023 (being the date of the latest available financial statements of the Issuer).

There has been no material adverse change in the prospects of the Guarantor since 31 December 2023 nor has there been any significant change in the financial or trading position or financial performance of the Group since 30 June 2024 (being the date of the latest available financial information of the Group).

### Legal and Arbitration Proceedings

Save as disclosed under “*Description of Naturgy Group S.A.—Litigation and Arbitration*” on pages 37 to 40 above, neither the Issuer nor the Guarantor or any of its subsidiaries is or has been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer or the Guarantor is aware) during the twelve months before the date of this Information Memorandum which may have, or have had in the recent past, significant effects on the financial position or profitability of the Issuer or of the Guarantor or of the Group.

### Dealers transacting with Issuer or the Guarantor

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in lending, in investment banking and/or commercial banking transactions with, and may perform services to the Issuer, the Guarantor and their affiliates in the ordinary course of business and have received, or may in the future receive, customary fees and commissions for these transactions. Certain of the Dealers and their respective affiliates may have positions, deal or make markets in the Notes issued under the Programme, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the Issuer, the Guarantor and their affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities. In addition, 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 the Issuer and/or the Guarantor, and/or the Issuer’s or the Guarantor’s affiliates. Certain of the Dealers or their respective affiliates that have a lending relationship with the Issuer and/or the Guarantor routinely hedge their credit exposure to the Issuer and/or the Guarantor and/or their affiliates 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 avoidance of doubt, in this Information Memorandum the term ‘affiliates’ includes also parent companies.

### **Independent Auditors**

The consolidated annual accounts of the Guarantor as at and for the years ended 31 December 2023 and 31 December 2022, which were prepared in accordance with IFRS-EU, have been audited without qualification by KPMG Auditores, S.L. (registered in the Official Registry of Accounting Auditors (*Registro Oficial de Auditores de Cuentas*)), independent auditor of the Guarantor since 1 January 2021. KPMG Auditores, S.L.’s registered office is at Paseo de la Castellana, 259C, 28046 Madrid, Spain, and it is a member of the Official Registry of Auditors of Accounts (*Registro Oficial de Auditores de Cuentas*) under number S0702.

The Spanish language original unaudited condensed consolidated interim financial statements of the Guarantor as at and for the six-month period ended 30 June 2024, which were prepared in accordance with International Accounting Standard 34 International Financial Reporting as adopted by the European Union (“**IAS 34**”), have been subject to a limited review in accordance with the International Standard on Review Engagements 2410, “Review of Interim Financial Reporting Performed by the Independent Auditor of the Entity”, by KPMG Auditores, S.L.

PricewaterhouseCoopers Auditores, S.L. with its registered address at Torre PwC, Paseo de la Castellana, 259B, 28046 Madrid, Spain, (registered in the Official Registry of Accounting Auditors (*Registro Oficial de Auditores de Cuentas*) under number S0242), was appointed as the new independent auditor of the Issuer with effect from 1 January 2024 (replacing PricewaterhouseCoopers Accountants N.V.), pursuant to the resolution of the sole shareholder’s meeting of the Issuer held on 12 September 2024 following the completion of the cross-border conversion of Naturgy Finance Iberia, S.A. during 2024. See “*Description of the Issuer—Conversion*”.

The financial statements of the Issuer as at and for the financial years ended 31 December 2023 and 31 December 2022, which were prepared in accordance with generally accepted accounting principles in the Netherlands prepared on the basis of Part 9 of Book 2 of the Dutch Civil Code and Dutch Accounting Standards as issued by the Dutch Accounting Standards Board (together, “**Dutch GAAP**”), have been audited without qualification by PricewaterhouseCoopers Accountants N.V., independent auditor of the Issuer for the financial years ended 31 December 2022 and 2023. PricewaterhouseCoopers Accountants N.V.’s registered office is at Fascinatio Boulevard 350, 3065 WB Rotterdam (The Netherlands), and the auditor signing the auditor’s reports on behalf of PricewaterhouseCoopers Accountants N.V. is a member of the Netherlands Institute of Chartered Accountants (*Nederlandse Beroepsorganisatie van Accountants*).

This Information Memorandum does not incorporate any financial information in relation to the Issuer prepared in accordance with, or reconciled to, IFRS-EU or any description of the differences between IFRS-EU and Dutch GAAP. It is possible that a reconciliation of financial information prepared in accordance with Dutch GAAP to IFRS-EU or other qualitative or quantitative analysis of differences between these accounting principles would identify material differences that are not otherwise disclosed in this Information Memorandum. Investors should consult their own accounting advisers for an understanding of the differences between Dutch GAAP and IFRS-EU and how those differences might affect the financial statements and other financial information contained in this Information Memorandum.

### **Listing Agent**

Maples and Calder (Ireland) LLP is acting solely in its capacity as listing agent for the Issuer (and not on its own behalf) in connection with the application for admission of the Notes to the official list of the Irish Stock Exchange trading as Euronext Dublin and trading on its regulated market.

### **Documents on Display**

From the date hereof, so long as any Notes remain outstanding and throughout the term of this Information Memorandum, copies (and, where appropriate, English translations) will be available for inspection upon reasonable notice and during normal business hours at the specified offices (which are set out below) of the Issuer and the Guarantor and the Issue and Paying Agent:

- (a) the articles of association of the Issuer and the constitutional documents of the Guarantor;

- (b) the documents listed in the section “*Information Incorporated by Reference*” above;
- (c) the Deed of Guarantee;
- (d) this Information Memorandum, together with any supplements thereto;
- (e) any Pricing Supplement in respect of Notes listed on any stock exchange;
- (f) the Issue and Paying Agency Agreement;
- (g) the Deed of Covenant; and
- (h) the Issuer-ICSDs Agreement (which is entered into between the Issuer and Euroclear and/or Clearstream, Luxembourg with respect to the settlement in Euroclear and/or Clearstream, Luxembourg of Notes in New Global Note form).



## **THE ISSUER**

**Naturgy Finance Iberia, S.A.**  
Avenida de América, 38  
28028 Madrid  
Spain

## **THE GUARANTOR**

**Naturgy Energy Group, S.A.**  
Avenida de América, 38  
28028 Madrid  
Spain

## **ARRANGER & DEALER**

**Barclays Bank Ireland PLC**  
One Molesworth Street  
Dublin 2  
D02 RF29  
Ireland

## **DEALERS**

**CaixaBank**  
Calle Pintor Sorolla, 2-4  
46002 Valencia  
Spain

**Bred Banque Populaire**  
18, quai de la Rapée  
75012 Paris  
France

**Citigroup Global Markets Europe AG**  
Reuterweg 16  
60323 Frankfurt am Main  
Germany

**Citigroup Global Markets Limited**  
Citigroup Centre  
Canada Square, Canary Wharf  
London E14 5LB  
United Kingdom

**Société Générale**  
Immeuble Basalte  
17 Cours Valmy  
92987 Paris La Défense CEDEX  
France

**Banca March**  
Calle Núñez de Balboa, 70 bis – 1ª Planta  
28006 Madrid  
Spain

**ING Bank N.V.**  
Foppingadreef 7  
1102 BD Amsterdam  
The Netherlands

**ISSUE AND PAYING AGENT**

**Citibank, N.A., London Branch**  
Citigroup Centre  
Canada Square, Canary Wharf  
London E14 5LB  
United Kingdom

**IRISH LISTING AGENT**

**Maples and Calder (Ireland) LLP**  
75 St. Stephen's Green  
Dublin 2, D02 PR50  
Ireland

**AUDITORS OF THE ISSUER**

*Up until the financial year ended 31/12/2023*

*Current auditor*

**PricewaterhouseCoopers Accountants N.V.**  
Fascinatio Boulevard 350  
3065 WB, Rotterdam  
The Netherlands.

**PricewaterhouseCoopers Auditores, S.L.**  
Torre PwC  
Paseo de la Castellana, 259B  
28046 Madrid  
Spain

**AUDITORS OF THE GUARANTOR**

**KPMG Auditores, S.L.**  
Paseo de la Castellana, 259C  
28046 Madrid  
Spain

**LEGAL ADVISERS**

*To the Issuer and the Guarantor as to Spanish and English  
law*

*To the Arranger and the Dealers as to Spanish and  
English law*

**Freshfields Bruckhaus Deringer**  
Rechtsanwälte Steuerberater PartG mbB, Sucursal en España  
de Sociedad Profesional  
Paseo la Castellana, 95  
28046 Madrid  
Spain

**Linklaters, S.L.P.**  
Almagro, 40  
28010 Madrid  
Spain