



COMISION NACIONAL DEL MERCADO DE VALORES

Madrid, 3 de octubre de 2025

Muy Sres. nuestros:

Dear Sirs,

En cumplimiento de lo dispuesto en el Art. 227 de la Ley 6/2023, de 17 de marzo, de los Mercados de Valores y de los Servicios de Inversión, CORPORACIÓN ACCIONA ENERGÍAS RENOVABLES, S.A. (en adelante, “**ACCIONA Energía**” o la “**Sociedad**”) comunica la siguiente:

Pursuant to the provisions of Art. 227 of Act 6/2023, of the Securities Markets and Financial Services, CORPORACIÓN ACCIONA ENERGÍAS RENOVABLES, S.A. (“**ACCIONA Energía**” or the “**Company**”) reports the following:

INFORMACIÓN RELEVANTE

MATERIAL INFORMATION

En relación a las Series 1 a 4 de bonos emitidos por Acciona Energía Financiación Filiales, S.A.U. bajo el marco de su programa de deuda, European Medium Term Note (EMTN) (OIR nº 10711, de 20 de julio de 2021) ACCIONA Energía informa de que ha solicitado a los tenedores de los bonos una autorización (“*Consent Solicitation*”) para introducir una modificación de carácter técnico que le habilite, eventualmente, a sustituir el garante de dichas emisiones por otra sociedad de su grupo.

Regarding its Series 1 to 4 of notes issued by Acciona Energía Financiación Filiales, S.A.U. under the debt programme, European Medium Term Note (EMTN) (ORI nº 10711, of July 20, 2021), ACCIONA Energía hereby informs that it has requested a Consent Solicitation from the bondholders to include a technical amendment in the terms and conditions, which would eventually enable it to replace the guarantor of such notes with another company within its group.

Se adjunta a la presente comunicación copia del anuncio de dicha solicitud, publicado en Euronext.

Attached to this communication can be found a copy of the solicitation announcement which has been published in Euronext.

Esta comunicación de información relevante se publica en idiomas español e inglés, en caso de discrepancia entre ambas versiones, prevalecerá la versión española.

This material information statement is published in Spanish and English and in case of discrepancy between both versions, the Spanish version shall prevail.

Atentamente/Yours faithfully,
Jorge Vega-Penichet López
Secretario del Consejo
Company Secretary

FOR DISTRIBUTION ONLY (A) OUTSIDE THE UNITED STATES TO PERSONS OTHER THAN "U.S. PERSONS" (AS DEFINED IN REGULATION S UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT")), AND (B) IN THE UNITED STATES, TO QUALIFIED INSTITUTIONAL BUYERS ("QIBs") (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT). NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION IN OR INTO, OR TO ANY PERSON LOCATED OR RESIDENT IN, ANY OTHER JURISDICTION WHERE IT IS UNLAWFUL TO RELEASE, PUBLISH OR DISTRIBUTE THIS DOCUMENT.

THIS NOTICE IS IMPORTANT AND REQUIRES THE IMMEDIATE ATTENTION OF NOTEHOLDERS (AS DEFINED BELOW). IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU ARE RECOMMENDED TO SEEK YOUR OWN FINANCIAL ADVICE, INCLUDING IN RESPECT OF ANY TAX CONSEQUENCES, IMMEDIATELY FROM YOUR BROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT OR OTHER INDEPENDENT FINANCIAL ADVISER AUTHORISED UNDER THE FINANCIAL SERVICES AND MARKETS ACT 2000 AS AMENDED (IF YOU ARE IN THE UNITED KINGDOM) OR FROM ANOTHER APPROPRIATELY AUTHORISED INDEPENDENT FINANCIAL ADVISER (IF YOU ARE NOT).

3 October 2025



ANNOUNCEMENT OF CONSENT SOLICITATIONS

Acciona Energía Financiación Filiales, S.A. Unipersonal
incorporated with limited liability under the laws of the Kingdom of Spain
(the **Issuer**)

from the holders of the outstanding

Series 1 €500,000,000 0.375 per cent. Green Fixed Rate Notes due 7 October 2027 (ISIN: XS2388941077)
(the **Series 1 Notes**)

Series 2 €500,000,000 1.375 per cent. Green Fixed Rate Notes due 26 January 2032 (ISIN: XS2436160183)
(the **Series 2 Notes**)

Series 3 €500,000,000 3.75 per cent. Green Fixed Rate Notes due 25 April 2030 (ISIN: XS2610209129)
(the **Series 3 Notes**)

Series 4 €500,000,000 5.125 per cent. Green Fixed Rate Notes due 23 April 2031 (ISIN: XS2698998593)
(the **Series 4 Notes**)

(each a **Series** and, together the **Notes**)

guaranteed by

Corporación Acciona Energías Renovables, S.A.
(incorporated with limited liability under the laws of the Kingdom of Spain)
(the **Guarantor**)

under the €3,000,000,000 Euro Medium Term Note Programme

The Issuer announces that it is inviting holders of the Notes (the **Noteholders**), guaranteed by the Guarantor, to consider and, if thought fit, approve proposals to modify certain of the terms and conditions of the Notes (the **Conditions**) and consequential or related amendments to the transaction documents for the Notes, with the primary objective of introducing a new "Substitution of the Guarantor" provision into the Conditions, which can be used subject to certain specific conditions (that have been included to the benefit of Noteholders), which are further detailed herein. In each case, such proposals to modify the Conditions of the Notes in this manner have been proposed by the Issuer for approval by separate extraordinary resolutions of the Noteholders of each Series (each an **Extraordinary Resolution** and together the **Extraordinary Resolutions**), all as further described in the consent solicitation memorandum dated 3

October 2025 (the **Consent Solicitation Memorandum**) (each such invitation in respect of a Series, a **Consent Solicitation**).

Series	ISIN/Common Code	Coupon	Maturity Date	Minimum Denomination	Principal Amount Outstanding	Early Consent Fee ⁽¹⁾
Series 1 Notes	XS2388941077 / 238894107	0.375%	October 2027	€100,000	€500,000,000	0.25%
Series 2 Notes	XS2436160183 / 243616018	1.375%	January 2032	€100,000	€500,000,000	0.25%
Series 3 Notes	XS2610209129 / 261020912	3.750%	April 2030	€100,000	€500,000,000	0.25%
Series 4 Notes	XS2698998593 / 269899859	5.125%	April 2031	€100,000	€500,000,000	0.25%

(1) The Early Consent Fee is expressed as a percentage of the principal amount of the relevant Notes and will be payable by the Issuer to each Noteholder of the relevant Series from whom a valid Consent Instruction in favour of approving the relevant Proposal is received by the Tabulation and Information Agent by or prior to the Early Consent Deadline (provided that such instruction is not subsequently revoked, in the limited circumstances in which such revocation is permitted), and the relevant Supplemental Agency Agreement has been duly executed, as more fully described in the Consent Solicitation Memorandum.

The Consent Solicitation is made on the terms and subject to the conditions contained in the Consent Solicitation Memorandum and should be read in conjunction with such Consent Solicitation Memorandum.

Capitalised terms used but not otherwise defined in this announcement shall have the meaning given to them in the Consent Solicitation Memorandum.

NOTICE OF MEETING OF NOTEHOLDERS

A notice convening the relevant Meetings of the Noteholders (the **Notice**) to be held at the offices of Ashurst LLP, London Fruit & Wool Exchange, 1 Duval Square, London, E1 6PW on 29 October 2025 will, shortly following publication of this announcement, be published in accordance with the applicable Agency Agreement.

A copy of the Notice will be available on the website of Euronext Dublin (<https://direct.euronext.com/#/rispublication>) and upon request from the Tabulation and Information Agent.

PROPOSALS

The Issuer is inviting the Noteholders to approve an Extraordinary Resolution in connection with each Series pursuant to the Conditions and the applicable Agency Agreement, to amend the Conditions by inserting a new Condition 11(e) (*Substitution of the Guarantor*) into the Conditions and entry into a Supplemental Agency Agreement for each Series to implement such amendment.

The proposed amendments to the Conditions will include a new 'Substitution of the Guarantor' condition, which will allow the Guarantor of the Notes to be substituted by another entity, subject to a number of conditions, including that the Substitute Guarantor: (a) (i) is a wholly-owned subsidiary of the Guarantor, and (ii) is a company incorporated in the Kingdom of Spain; and (b) at the time of any substitution, all or substantially all of the Guarantor's assets, business and operations have been transferred to the Substitute Guarantor, where (and for avoidance of doubt) such assets, business and operations shall include (but not be limited to) all of the Guarantor's holdings in its Principal Subsidiaries at the time of such Guarantor Substitution or immediately prior to such Guarantor Substitution.

For more details on the Proposals, please refer to "Section 3 – Proposals" section of the Consent Solicitation Memorandum.

BACKGROUND

The Issuer and Guarantor proactively consider options to optimise their financing structure on an ongoing basis. In this context, the Issuer is proposing a technical amendment to the Conditions of the Notes that would allow, subject to certain specific conditions and requirements, the Guarantor of the Notes to be substituted by another entity (the **Substitute Guarantor**). This would be similar to the current provision under the Conditions of the Notes that allows the Issuer, subject to certain additional conditions, to be substituted by another entity.

In order to ensure that Noteholders would not be negatively impacted from a credit perspective as a result of a substitution of the Guarantor in the future, any such substitution (the **Guarantor Substitution**) will be strictly subject to a number of conditions that have been included to the benefit of Noteholders, including that the Substitute Guarantor: (a) (i) is a wholly-owned subsidiary of the Guarantor, and (ii) is a company incorporated in the Kingdom of Spain; and (b) at the time of any substitution, all or substantially all of the Guarantor's assets, business and operations have been transferred to the Substitute Guarantor, where (and for avoidance of doubt) such assets, business and operations shall include (but not be limited to) all of the Guarantor's holdings in its Principal Subsidiaries at the time of such Guarantor Substitution or immediately prior to such Guarantor Substitution.

The Issuer notes that the main shareholder of the Guarantor, Acciona S.A., continues to consider a range of strategic alternatives regarding its corporate structure. In this context, the Issuer believes that the proposed Guarantor Substitution provision, if available, would increase the flexibility for the Issuer to manage its financing structure in the context of any potential future actions that may be considered by Acciona S.A. In particular, such provision would allow the Issuer to take actions that may support the interests of Noteholders by allowing for a substitution of the Guarantor by a subsidiary of the Guarantor as Substitute Guarantor of the Notes with the Substitute Guarantor maintaining substantially all the same assets, business and operations as the existing Guarantor. In any event, the Issuer does not believe that the outcome of the consent will impact the ability of Acciona S.A. to consider a range of options and, in turn, to achieve its strategic objectives.

At this stage, no decision has been taken regarding whether the Issuer will utilise the additional flexibility afforded by the proposed Guarantor Substitution provision in the future. However, Noteholders should note that any such Guarantor Substitution in the future would be intended to preserve the creditworthiness of the Notes given the requirement that any Substitute Guarantor be a Subsidiary of the Guarantor.

Furthermore, the Issuer reiterates its objective to maintain its current ratings in the future and the Issuer believes the flexibility provided by the Proposals will allow it to best support this objective in the future, although there can be no assurance that rating agencies will maintain the current ratings or outlook assigned to the Notes.

CROSS CONDITIONALITY OF CONSENT SOLICITATIONS

The Proposal in relation to each Series of Notes described in the Consent Solicitation Memorandum shall be conditional upon the Extraordinary Resolutions in relation to each other Series of Notes being passed successfully (the **Cross Condition**).

Assuming the passing of the relevant Extraordinary Resolution at the relevant Meeting of the relevant Series of Notes and subject to (i) the satisfaction of the Eligibility Condition, (ii) the satisfaction or waiver of the Cross Condition and (iii) the entry of all the required parties into the relevant Supplemental Agency Agreement (together the **Amendment Implementation**), such Extraordinary Resolution will be binding on all the Noteholders of such Series, including those Noteholders of such Series who do not vote in favour of such Extraordinary Resolutions or who do not attend such Meeting and/or vote. The Issuer reserves the right to, in its sole discretion, waive the Cross Condition, with respect to all or some of the Notes, at any time.

EARLY CONSENT FEE

Subject to the relevant Extraordinary Resolution having been approved and the relevant Supplemental Agency Agreement having been duly executed, a fee will only be paid to Noteholders who vote in favour of the relevant Extraordinary Resolution and who have submitted valid Consent Instructions on or prior 4:00 p.m. (London time) (5:00 p.m. CEST) on 10 October 2025 (the **Early Consent Deadline**) and complied with the other terms and conditions specified in the Consent Solicitation Memorandum (the **Early Consent Fee**). Any Noteholders attending the relevant Meeting in person, or making arrangements to be represented in person at such Meeting irrespective of whether such Noteholder has delivered a valid Consent Instruction in favour of passing the Extraordinary Resolution, will not be entitled to receive an Early Consent Fee under any circumstances.

Noteholders who do not submit their votes on or prior to the Early Consent Deadline in favour of the relevant Extraordinary Resolution, or who vote against the relevant Proposal, or who attend the Meeting in person will not be entitled to receive the Early Consent Fee, even if the relevant Extraordinary Resolution with respect to the relevant Series is successfully passed.

Noteholders who either deliver, or procure delivery on their behalf of, a Consent Instruction (which is not validly revoked), in the manner described in "*Section 7 – Procedure in Connection with the Consent Solicitation - Procedure for Voting*" of the Consent Solicitation Memorandum in favour of an Extraordinary Resolution will be eligible to receive an Early Consent Fee of 0.25 per cent. of the aggregate principal amount of Notes which are the subject of such Consent Instruction. In order to be eligible to receive such Early Consent Fee, the Tabulation and Information Agent

must have received such Consent Instruction by the Early Consent Deadline. If the relevant Extraordinary Resolution is approved and the relevant Supplemental Agency Agreement have been duly executed, the Early Consent Fee will be payable in one instalment on the Fee Payment Date.

The Early Consent Fee will be paid in immediately available funds delivered to the Clearing Systems from which the relevant Consent Instruction was given, even if the Notes are traded between the date of the relevant Meeting and the Fee Payment Date. The Early Consent Fee will be paid to such investor who held the relevant Notes when the valid Consent Instruction was given, and not to any investor who acquires those Notes after the date the relevant Extraordinary Resolution is passed (if applicable) but before the Fee Payment Date. The deposit of such funds with the Clearing Systems will discharge the obligation of the Issuer to all Noteholders in respect of the above amounts represented by such funds.

CONDITIONS TO THE CONSENT SOLICITATION

The implementation of the Consent Solicitation and the relevant Extraordinary Resolution will be conditional on:

- a) the passing of the relevant Extraordinary Resolution; and
- b) the quorum required for, and the requisite majority of votes cast at, the relevant Meeting being satisfied by Eligible Noteholders, irrespective of any participation at the relevant Meeting by Ineligible Noteholders (and would also have been so satisfied if any Ineligible Noteholders who provide confirmation of their status as Ineligible Noteholders and waive their right to attend and vote (or be represented) at the relevant Meeting had actually participated at the relevant Meeting) and further resolves that, if the relevant Extraordinary Resolution is passed at the relevant Meeting but such condition is not satisfied, the chairman of the relevant Meeting is hereby authorised, directed, requested and empowered to adjourn the relevant Meeting for such period being not less than 14 days nor more than 42 days, and to such place as may be appointed by the chairman of the relevant Meeting. As the Extraordinary Resolutions relate to a special quorum resolution, at any such adjournment of the relevant Meeting, two or more persons present holding Notes or being proxies or representatives and holding or representing in aggregate not less than 25 per cent. in nominal amount of the Notes outstanding shall form a quorum and this condition set out in this paragraph will be satisfied if the quorum required for, and the requisite majority of votes cast at, such adjourned Meeting are satisfied by Eligible Noteholders irrespective of any participation at the relevant adjourned Meeting by Ineligible Noteholders (and would also have been so satisfied if any Ineligible Noteholders who provide confirmation of their status as Ineligible Noteholders and waive their right to attend and vote (or be represented) at the relevant Meeting had actually participated at the relevant Meeting) (the **Eligibility Condition**).

INELIGIBLE NOTEHOLDER FEE

Any Noteholder who is not an Eligible Noteholder, on the basis that such Noteholder is either (i) a U.S. person and/or located or resident in the United States but is not a QIB (ii) a retail investor (as defined in the Consent Solicitation Memorandum) or (iii) a person to whom the relevant Consent Solicitation cannot otherwise be lawfully made (each an Ineligible Noteholder) may be eligible, to the extent permitted by applicable laws and regulations, to receive an equivalent amount to any applicable early consent fee (which is an amount equal 0.25 per cent. of the aggregate principal amount of the Notes that are the subject of the relevant Ineligible Noteholder Instruction (as defined below)) (the **Ineligible Noteholder Fee**).

To be eligible for the Ineligible Noteholder Fee, an Ineligible Noteholder must deliver, or arrange to have delivered on its behalf, a valid Ineligible Noteholder Instruction that is received by the Tabulation and Information Agent by or prior to 4:00 p.m. (London time) (5:00 p.m. CEST) on 10 October 2025 (the **Ineligible Instruction Deadline**) and is not subsequently revoked.

Only Ineligible Noteholders may submit Ineligible Noteholder Instructions and be eligible to receive the Ineligible Noteholder Fee. By delivering, or arranging for the delivery on its behalf, of an Ineligible Noteholder Instruction in accordance with the procedures described below, an Ineligible Noteholder shall be deemed to agree, acknowledge and represent to the Issuer, the Guarantor, the Solicitation Agent and the Tabulation and Information Agent that it is an Ineligible Noteholder. Eligibility for the Ineligible Noteholder Fee is subject in each case to the relevant Extraordinary Resolution being passed at the relevant Meeting (or any adjourned such Meeting) and the relevant Supplemental Agency Agreement having been duly executed.

Where payable, Ineligible Noteholder Fees are expected to be paid by the Issuer to the relevant Ineligible Noteholders no later than the second Business Day after the relevant Effective Date.

To be eligible to receive the Ineligible Noteholder Fee, each Ineligible Noteholder who submits an Ineligible Noteholder Instruction must not attend, or seek to attend, the relevant Meeting in person or make any other arrangements to be represented in person at such Meeting. Ineligible Noteholders may choose to attend and vote at the relevant Meeting in person or to make other arrangements to be represented in person or to vote at the relevant Meeting in accordance with the provisions for meetings of Noteholders set out in the relevant Agency Agreement, and as described in this Notice. However, any such Ineligible Noteholder will not be eligible to receive the Ineligible Noteholder Fee, irrespective of whether such Ineligible Noteholder has delivered an Ineligible Noteholder Instruction.

INDICATIVE TIMETABLE FOR THE CONSENT SOLICITATION

Set out below is an indicative timetable showing one possible outcome for the timing of each Consent Solicitation, which will depend, among other things, on timely receipt (and non-revocation) of Consent Instructions, the rights of the Issuer (where applicable) to extend, waive any condition of, amend and/or terminate the relevant Consent Solicitation (other than the terms of the relevant Extraordinary Resolutions) as described in the Consent Solicitation Memorandum, the passing of the relevant Extraordinary Resolution at the relevant initial Meeting for each Series and the relevant Extraordinary Resolution becoming effective. Accordingly, the actual timetable may differ significantly from the timetable below.

Date/Time	Action
3 October 2025 <i>(At least 21 clear days before the Meetings)</i>	<p>1. Announcement of each Consent Solicitation</p> <p>Each Notice to be delivered to the Clearing Systems and published on the website of Euronext Dublin.</p> <p>Copies of the Consent Solicitation Memorandum and the Noteholder Information (as defined in the relevant Notice) to be available for inspection from the Tabulation and Information Agent (including on the website of the Tabulation and Information Agent (https://deals.is.kroll.com/acciona-energia)). From this date, Noteholders may arrange for Notes held by a Clearing System in their accounts to be blocked in such accounts and held to the order and under the control of the Paying Agent in order to give valid Consent Instructions or Ineligible Noteholder Instructions, to the Tabulation and Information Agent.</p>
By 4:00 p.m. (London time) (5:00 p.m. CEST) on 10 October 2025	<p>2. Early Consent Deadline</p> <p>The deadline for receipt by the Tabulation and Information Agent of valid Consent Instructions or Ineligible Noteholder Instructions specifying votes in favour to approve the Proposals in order for the Noteholders to be eligible for the Early Consent Fee or Ineligible Noteholder Fee (as applicable).</p>
By 10:00 a.m. (London time) (11:00 a.m. CET) on 27 October 2025 <i>(At least 48 hours before the Meetings)</i>	<p>3. Expiration Deadline</p> <p>Final time by which Noteholders must arrange:</p> <ul style="list-style-type: none"> (i) to obtain a voting certificate from the Paying Agent (which will be available for collection at the Meetings) to attend and vote at the Meetings in person; or (ii) for receipt by the Tabulation and Information Agent of valid Consent Instructions or Ineligible Noteholder Instructions in accordance with the procedures of the relevant Clearing System.

10:00 a.m. (London time) (11:00 a.m. CET) on 29 October 2025

4. NOTEHOLDERS' MEETINGS HELD

The Series 1 Notes Meeting will commence at 10:00 a.m. (London time) (11:00 a.m. (CET)).

The Series 2 Notes Meeting will commence at 10:30 a.m. (London time) (11:30 a.m. (CET)) or after the completion of the Series 1 Meeting (whichever is later).

The Series 3 Notes Meeting will commence at 11:00 a.m. (London time) (12:00 p.m. (CET)) or after the completion of the Series 2 Meeting (whichever is later).

The Series 4 Notes Meeting will commence at 11:30 a.m. (London time) (12:30 p.m. (CET)) or after the completion of the Series 3 Meeting (whichever is later).

As soon as reasonably practicable after the relevant Meeting

5. Announcement of results of Meetings

Announcement of the results of the relevant Meeting and, if the relevant Extraordinary Resolution is passed, satisfaction of the Eligibility Condition and satisfaction or waiver of the Cross Condition. Announcement of any expected Effective Date and Fee Payment Date.

Noteholders should note that if the relevant Extraordinary Resolution is passed in respect of a Series at the initial Meeting but if an adjourned Meeting is required for any other Series, the satisfaction (or waiver) of the Cross Condition may only be announced following the conclusion of such adjourned Meeting(s), rather than on the conclusion of the initial Meeting.

Delivery of notice of such results to Clearing Systems for communication to their account holders and published on the website of Euronext Dublin.

Expected to be within two Business Days of the relevant Meeting (subject to relevant conditions being satisfied or waived)

6. Effective Date

If an Extraordinary Resolution is passed in respect of the Notes at the relevant Meeting in respect of such Series, subject to the satisfaction of the Eligibility Condition and satisfaction or waiver of the Cross Condition, the modifications to the Conditions of such Series described in the Consent Solicitation Memorandum will be implemented upon entry of all the required parties into the relevant Supplemental Agency Agreements (which is expected to be within two Business Days of the Meetings (or adjourned Meeting(s))).

Noteholders should note that if the relevant Extraordinary Resolution is passed in respect of a Series at the initial Meeting but an adjourned Meeting is required for any other Series due to the Cross Condition, the modifications to the Conditions of such Series may only be implemented following the conclusion of such adjourned Meeting(s), rather than on the conclusion of the initial Meeting.

Second Business Day after the relevant Effective Date

7. Fee Payment Date

The date on which the Early Consent Fee and Ineligible Noteholder Fee (as applicable) will be paid to Direct Participants if the relevant Extraordinary

Resolution is passed in respect of the Notes at the relevant Meeting in respect of such Series, the Eligibility Condition is satisfied, the Cross Condition is satisfied or waived and the relevant Supplemental Agency Agreement has been duly executed.

If a quorum is not achieved at any of the initial Meetings or the quorum is achieved and the relevant Extraordinary Resolution is passed but the Eligibility Condition is not satisfied such Meeting shall be adjourned for not less than 14 days nor more than 42 days later, and the adjourned Meeting of Noteholders will be held at such time as will be notified to the Noteholders in the notice of adjourned Meeting. The adjourned Meeting will be held in accordance with the terms of the applicable Agency Agreement. The terms of the relevant Extraordinary Resolution at any adjourned Meeting will be set out in the notice of any such adjourned Meeting.

If an Extraordinary Resolution is passed at an adjourned Meeting and the Eligibility Condition is satisfied and the Cross Condition is satisfied or waived, the modifications with respect to the relevant Series described in the Consent Solicitation Memorandum will take effect from the revised Effective Date, which is expected to be within two Business Days of the relevant adjourned Meeting. In such case the Fee Payment Date in respect of the Notes of the relevant Series is expected to be on the second Business Day after the relevant Effective Date.

GENERAL

Details of how to participate in the Consent Solicitation are set out in the Consent Solicitation Memorandum. Noteholders may obtain a copy of the Consent Solicitation Memorandum by contacting the Tabulation and Information Agent, the contact details of which are set out immediately below.

Notices throughout the Consent Solicitation will be published in accordance with the Conditions and all applicable rules and regulations as follows:

- (a) a notice in Euroclear Bank SA/NV and Clearstream Banking S.A. for communication to Noteholders; and
- (b) an announcement published on the website of Euronext Dublin.

Any such announcements may also be made on the relevant Informa IGM Screen Insider service.

CONTACT INFORMATION

Documents relating to the Consent Solicitation can be obtained from the Tabulation and Information Agent (including on the website if the Tabulation and Information Agent (<https://deals.is.kroll.com/acciona-energia>)).

Requests for further information in relation to the Consent Solicitation should be directed to the Solicitation Agent:

BofA Securities Europe SA

51 rue La Boétie
75008 Paris
France
Attention: Liability Management Group
Tel: +33 1 877 01057
Email: DG.LM-EMEA@bofa.com

Questions or requests for assistance with respect to the procedures for participating in the Consent Solicitations, in connection with the delivery of Consent Instructions or Ineligible Noteholder Instructions may be directed to the Tabulation and Information Agent:

Kroll Issuer Services Limited

The News Building
3 London Bridge Street
London
SE1 9SG
United Kingdom

Attention: Arlind Bytyqi
Tel: +44 207 704 0880
Email: acciona-energia@is.kroll.com
Website: <https://deals.is.kroll.com/acciona-energia>

DISCLAIMER

THIS ANNOUNCEMENT MUST BE READ IN CONJUNCTION WITH THE CONSENT SOLICITATION MEMORANDUM. THE CONSENT SOLICITATION MEMORANDUM CONTAINS IMPORTANT INFORMATION WHICH SHOULD BE READ CAREFULLY BEFORE ANY DECISION IS MADE WITH RESPECT TO THE PROPOSALS. IF ANY NOTEHOLDER IS IN ANY DOUBT AS TO THE ACTION IT SHOULD TAKE OR IS UNSURE OF THE IMPACT OF THE IMPLEMENTATION OF THE RELEVANT EXTRAORDINARY RESOLUTION, IT IS RECOMMENDED TO SEEK ITS OWN FINANCIAL AND LEGAL ADVICE, INCLUDING IN RESPECT OF ANY TAX CONSEQUENCES, IMMEDIATELY FROM ITS BROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT OR OTHER INDEPENDENT FINANCIAL, TAX OR LEGAL ADVISER. ANY INDIVIDUAL OR COMPANY WHOSE NOTES ARE HELD ON ITS BEHALF BY A BROKER, DEALER, BANK, CUSTODIAN, TRUST COMPANY OR OTHER NOMINEE OR INTERMEDIARY MUST CONTACT SUCH ENTITY IF IT WISHES TO PARTICIPATE IN THE CONSENT SOLICITATION (AS DEFINED IN THE CONSENT SOLICITATION MEMORANDUM) OR OTHERWISE PARTICIPATE AT THE MEETINGS (INCLUDING ANY ADJOURNED MEETINGS) AT WHICH THE RELEVANT EXTRAORDINARY RESOLUTION IS TO BE CONSIDERED.

NO PERSON HAS BEEN AUTHORISED TO MAKE ANY RECOMMENDATION ON BEHALF OF THE ISSUER, THE GUARANTOR, THE SOLICITATION AGENT, THE TABULATION AND INFORMATION AGENT, THE PAYING AGENT OR THE FISCAL AGENT AS TO WHETHER OR HOW A NOTEHOLDER SHOULD VOTE IN CONNECTION WITH ANY EXTRAORDINARY RESOLUTION. NO PERSON HAS BEEN AUTHORISED TO GIVE ANY INFORMATION, OR TO MAKE ANY REPRESENTATION IN CONNECTION THEREWITH, OTHER THAN THOSE CONTAINED IN THE CONSENT SOLICITATION MEMORANDUM. IF MADE OR GIVEN, SUCH RECOMMENDATION OR ANY SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORISED BY THE ISSUER, THE GUARANTOR, THE SOLICITATION AGENT, THE TABULATION AND INFORMATION AGENT, THE PAYING AGENT OR THE FISCAL AGENT.

NONE OF THE SOLICITATION AGENT, THE PAYING AGENT, THE FISCAL AGENT OR THE TABULATION AND INFORMATION AGENT OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES ASSUMES ANY RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONCERNING THE CONSENT SOLICITATIONS, THE EXTRAORDINARY RESOLUTIONS, THE ISSUER, THE GUARANTOR OR THE NOTES IN THE CONSENT SOLICITATION MEMORANDUM AND THIS ANNOUNCEMENT OR FOR ANY FAILURE BY THE ISSUER TO DISCLOSE EVENTS THAT MAY HAVE OCCURRED AND MAY AFFECT THE SIGNIFICANCE OR ACCURACY OF SUCH INFORMATION AND THE TERMS OF ANY AMENDMENT TO ANY CONSENT SOLICITATION.

NONE OF THE ISSUER, THE GUARANTOR, THE SOLICITATION AGENT, THE TABULATION AND INFORMATION AGENT, THE PAYING AGENT, THE FISCAL AGENT OR ANY DIRECTOR, OFFICER, EMPLOYEE, AGENT OR AFFILIATE OF ANY SUCH PERSON IS ACTING FOR ANY NOTEHOLDER, OR WILL BE RESPONSIBLE TO ANY NOTEHOLDER FOR PROVIDING ANY PROTECTIONS WHICH WOULD BE AFFORDED TO ITS CLIENTS OR FOR PROVIDING ADVICE IN RELATION TO ANY CONSENT SOLICITATION OR ANY EXTRAORDINARY RESOLUTION, AND ACCORDINGLY NONE OF THE ISSUER, THE GUARANTOR, THE SOLICITATION AGENT, THE TABULATION AND INFORMATION AGENT, THE PAYING AGENT, THE FISCAL AGENT OR ANY DIRECTOR, OFFICER, EMPLOYEE, AGENT OR AFFILIATE OF ANY SUCH PERSON, MAKES ANY RECOMMENDATION WHETHER NOTEHOLDERS SHOULD PARTICIPATE IN THE RELEVANT CONSENT SOLICITATION(S) OR OTHERWISE PARTICIPATE AT THE RELEVANT MEETINGS.

THE DISTRIBUTION OF THE CONSENT SOLICITATION MEMORANDUM IN CERTAIN JURISDICTIONS MAY BE RESTRICTED BY LAW AND PERSONS INTO WHOSE POSSESSION THE CONSENT SOLICITATION MEMORANDUM COMES ARE REQUESTED TO INFORM THEMSELVES ABOUT, AND TO OBSERVE, ANY SUCH RESTRICTIONS.