

## AUDAX RENOVABLES, S.A.

In accordance with the provisions of article 227 of Law 6/2023, of March 17, of the Securities Markets and Investment Services, Audax Renovables, S.A. (the “**Company**” or “**Audax**”) announces the following:

### OTHER RELEVANT INFORMATION

**Tender offer (oferta de recompra) to purchase for cash the notes issued under (i) “Emisión número 2 de bonos senior no garantizados Audax Renovables, S.A. 2020” for an aggregate nominal amount of €300,000,000 (ISIN code ES0236463008); (ii) “EUR 12,500,000 5.80% Green Notes due 17 July 2028” for an aggregate nominal amount of €12,500,000 (ISIN code ES0336463023); and (iii) “EUR 62,600,000 5.85% Green Notes due 17 November 2028” for an aggregate nominal amount of €62,600,000 (ISIN code ES0336463015)**

On today’s date, 18 May 2026, Audax Renovables, S.A. (the “**Company**”) announces its invitation to all holders of the notes detailed below to tender (the “**Tender Offer**” or the “**Offer**”) (all such notes, collectively, the “**Notes**”; each issue described in the table below, a “**Series**”; and the holders of the Notes at any given time, the “**Noteholders**” or the “**Holders**”) the Notes which are admitted to trading on the Spanish Alternative Fixed Income Market (“**MARF**”), subject to the New Financing Condition (as defined below) and to the other restrictions and conditions set out in this announcement. The Company further announces that, simultaneously with the launch of this Tender Offer, it is convening the general meetings of the syndicates of Noteholders of each Series to resolve on the amendment of the Final Terms of each Series to expressly include the Company’s voluntary early redemption option at par plus accrued interest at any time, as further described below.

Description of the Notes:

Series	ISIN	Nominal amount	Outstanding amount	Issue date	Maturity date	Interest rate
2027 Notes	ES0236463008	€300,000,000	€276,600,000	18 December 2020 and 24 June 2021	18 December 2027	4.20%
July 2028 Notes	ES0336463023	€12,500,000	€12,500,000	17 July 2025	17 July 2028	5.80%
November 2028 Notes	ES0336463015	€62,600,000	€62,600,000	17 July 2025, 31 July 2025, and 29 September 2025	17 November 2028	5.85%

The 2027 Notes were issued under the €400,000,000 Senior Unsecured Notes Programme Audax Renovables, S.A. 2020 (the “**2020 Programme**”), registered with MARF on 3 July 2020: €200,000,000 on 18 December 2020 and a tap of €100,000,000 on 24 June 2021. The July 2028 Notes and November 2028 Notes were issued under the €400,000,000 Senior Unsecured Notes



Programme Audax Renovables, S.A. 2025 (the “**2025 Programme**”), registered with MARF on 18 June 2025. The November 2028 Notes comprise the original issuance of €21,400,000 on 17 July 2025, a first tap of €2,000,000 on 31 July 2025 and a second tap of €39,200,000 on 29 September 2025. All Notes are represented as book-entries (*anotaciones en cuenta*) managed by Iberclear, in denominations of €100,000 each.

Dealer Managers: Banca March, S.A., and Goldman Sachs Bank Europe SE

Settlement Agent: Banco Inversis, S.A. (acting as service provider of Banca March, S.A.)

Information Agent: Issuer Solutions, S.L.

## 1. Acceptance Period

The Tender Offer **will begin on 19 May 2026 at 09:00 Central European Time (CET) and will end on 2 June 2026 at 15:00 CET** (the “**Acceptance Period**”). The Acceptance Period will run for 15 calendar days from the date of publication of this announcement to the end of the Acceptance Period (the “**Expiration Deadline**”).

The Company is entitled to extend, amend, terminate and/or revoke the Tender Offer and thus the Acceptance Period (as well as the Expiration Deadline) may be extended, terminated in advance or revoked at any time prior to the Company’s announcement of the results of the Tender Offer, by means of a notice to be published on the MARF.

Holders are advised to check with the bank, securities broker or other intermediary through which they hold their Notes whether such intermediary would require receiving instructions to participate in, or withdraw their instruction to participate in, the Tender Offer prior to the deadlines set out above in order for that Holder to be able to participate in, or (in the circumstances in which revocation is permitted) revoke their instruction to participate in, the Tender Offer. The deadlines set by the clearing systems for the submission of Tender Instructions may also be earlier than the relevant deadlines above, in which case Holders should follow those earlier deadlines. Therefore, each Holder should check with the custodian bank or broker through which its Notes are held to obtain its deadline for clients.

Significant delays may be experienced where notices are delivered through the clearing systems and Holders are urged to contact the Information Agent at the telephone number specified in this announcement for the relevant announcements prior to the Expiration Deadline.

## 2. Repurchase Price

The ex-coupon repurchase price of each of the Notes is fixed at one hundred per cent (100.00%) of the nominal value of each Note for which each Noteholder has communicated its decision to accept the repurchase, that is, €100,000 per Note (the “**Repurchase Price**”). The Repurchase Price has been determined by the Company as the fair value (*valor razonable*) of the Notes as financial instruments.

## 3. Payment of Accrued Interest

Together with the payment of the Repurchase Price (ex-coupon, as referred to in section 2 above), the Company shall pay to the Noteholders who have communicated their decision to accept the Tender Offer before the Expiration Deadline the accrued and unpaid interest corresponding to the current interest period in accordance with the cash flow schedule set out in the relevant Information Memorandum (*Documento Base Informativo*) registered on the MARF and the relevant Final Terms of each Series, that is, the interest accrued from the immediately preceding interest payment date of each Series (inclusive) up to but excluding the Settlement Date (the “**Accrued Interest**”).

Accordingly, for each Note with a nominal value of €100,000, the Company shall pay an Accrued Interest of €1,979.18 for the 2027 Notes, €5,180.27 for the July 2028 Notes and €3,253.56 for the November 2028 Notes, such that the total repurchase price, coupon included, for each Note subject to repurchase shall amount to €101,979.18 for the 2027 Notes, €105,180.27 for the July 2028 Notes and €103,253.56 for the November 2028 Notes.

#### 4. Recipients and volumes of acceptance of the Tender Offer

This Tender Offer is made to each Noteholder holding one or more Notes issued under any of the three Series, through Iberclear or other securities registration, clearing and settlement systems (e.g. Euroclear or Clearstream), without any preference or priority among Series.

No minimum volume of acceptance is established for the Tender Offer to be deemed valid and effective, so that any Noteholder may accept the Tender Offer irrespective of whether other Noteholders decide to accept it or not. The Tender Offer is made for any and all outstanding Notes across the three Series. Each Noteholder may accept or reject the Tender Offer for all or part of the Notes of which such Noteholder is the holder, provided that any acceptance must be in respect of a principal amount of Notes of not less than the minimum denomination (i.e. €100,000) and in integral multiples thereof.

#### 5. New Financing Condition

Whether the Company will accept for purchase any Notes validly tendered in the Tender Offer and complete the Tender Offer is subject, without limitation, to the successful completion (in the sole determination of the Company) of the issuance and settlement of new senior unsecured notes by the Company in Rule 144A / Regulation S format under the United States Securities Act of 1933 and governed by New York law (the “**New Notes**”) (the “**New Financing Condition**”).

The Company reserves the right, in its sole and absolute discretion, to waive the New Financing Condition or to declare the Tender Offer void if the New Financing Condition is not satisfied or waived.

If the net proceeds of the New Notes available to fund the Tender Offer were insufficient to purchase all Notes validly tendered, the Company may accept Notes for purchase on a pro rata basis across all valid tenders, rounded down to the minimum denomination of €100,000, and any Notes not so accepted would remain outstanding.

#### 6. Noteholders’ Meetings and Final Terms Amendments

Simultaneously with the launch of the Tender Offer, the Company has convened the general meetings of the syndicates of Noteholders of each Series (each, a “**Noteholders’ Meeting**” and together, the “**Noteholders’ Meetings**”) to resolve on the amendment of the relevant Final Terms to expressly include the Company’s option to redeem the Notes of the relevant Series, in whole or in part, at par plus accrued and unpaid interest at any time, on the terms set out in the relevant notice of meeting (the “**Final Terms Amendment**”).

The Final Terms Amendment is intended to facilitate the full refinancing of the Notes by enabling the Company, if the relevant Final Terms Amendment is approved, to redeem Notes of the relevant Series that have not been validly tendered in the Tender Offer. The Tender Offer will, however, remain capable of settlement in respect of Notes validly tendered and accepted for purchase even if the Final Terms Amendment is not approved in respect of one or more Series.

Pursuant to the applicable regulations of the syndicates of Noteholders, amendments to the term or conditions for reimbursement of the nominal value of the Notes require the favourable vote of two-thirds of the outstanding Notes of the relevant Series, and resolutions adopted by the relevant Noteholders’ Meeting shall be binding on all Noteholders of that Series, including those not attending and those dissenting.

The notices convening the Noteholders' Meetings in respect of each Series are attached to this announcement as **Schedule 1A** (2027 Notes), **Schedule 1B** (July 2028 Notes) and **Schedule 1C** (November 2028 Notes). The applicable syndicate regulations and the relevant consent solicitation memorandum for each Series, including the complete text of the proposed Final Terms Amendment, will be made available for inspection at the Company's registered office and will be delivered or sent immediately and free of charge upon request, as described in the relevant notice.

## **7. Irrevocable vote undertaking**

By validly tendering Notes in the Tender Offer, each accepting Noteholder irrevocably undertakes to support the Final Terms Amendment with respect to the Series of the Notes it has validly tendered, and, to that end, to (i) attend the relevant Noteholders' Meeting and vote "in favour" of the Final Terms Amendment; or, as applicable and at its discretion, (ii) grant a proxy in favour of the Commissioner (*Comisario*) or such other person designated in the relevant notice of meeting to attend and vote "in favour" of the Final Terms Amendment, in each case in due course and strictly in accordance with the procedures, forms and deadlines set out in the applicable notice of meeting and related documentation.

Each accepting Noteholder further undertakes to take any and all steps and to deliver any and all documents reasonably required under the meeting procedures to ensure that the vote or proxy corresponding to its tendered Notes is validly cast or counted in favour of the Final Terms Amendment at the relevant Noteholders' Meeting.

## **8. Settlement**

### **Settlement of the Tender Offer**

The Company will pay the Repurchase Price and the Accrued Interest to the Noteholders that have accepted the Tender Offer on or before the Expiration Deadline on 8 June 2026, being the fourth business day following the Expiration Deadline (the "**Settlement Date**"), through the Iberclear participating entities where each Noteholder has its Notes deposited, in accordance with the Operating Instruction (*Instrucción Operativa*) that the Settlement Agent will publish in Iberclear for such purposes.

The Settlement Date is scheduled after the Noteholders' Meetings to ensure that Noteholders who validly tender Notes remain holders of such Notes for purposes of the relevant Noteholders' Meeting and are able to complete and submit, through the meeting-specific channels, their attendance cards and proxy/voting instructions within the applicable deadlines.

In the event that the Acceptance Period has been extended by the Company for one or more Noteholders as provided in section 1 above, the payment of these amounts shall be made on the fourth business day after the end of the extended Acceptance Period, with accrued interest adjusted accordingly to reflect the additional days resulting from such extension.

### **Settlement Agent and Information Agent**

The Company has designated Banco Inversis, S.A. (as service provider of Banca March, S.A.) to carry out the functions of settlement agent for the Tender Offer in its capacity as an Iberclear participant (the "**Settlement Agent**"). The Company has also designated Issuer Solutions, S.L. to act as Information Agent in the Tender Offer (the "**Information Agent**").

## 9. Acceptance procedure by the Noteholders

Noteholders wishing to tender Notes for purchase under the Tender Offer must contact the financial institution at which the Notes are deposited (the “**Custodian**”) in order to transmit their sale order, so that the order is received and processed by the Custodian for transmission to the Settlement Agent, in accordance with the Operating Instruction that is published in Iberclear for such purposes, prior to the Expiration Deadline.

The Iberclear participating entities will transmit the relevant repurchase instructions to the Settlement Agent through the corresponding MT565 messages. The deadlines established by any intermediary or clearing system may be different to (and earlier than) those stated herein.

The instructions received will be irrevocable save for limited exceptions and at the Company’s sole discretion. The corresponding Custodian will immobilize the Notes that will be subject to purchase pursuant to the Tender Offer until the Settlement Date for the purposes of guaranteeing the correct execution of the transaction.

The Company reserves the right to reject any Tender Instruction which is not in proper form or which, in the Company’s opinion, would be unlawful to accept, or to waive any defect or irregularity in any Tender Instruction, without any obligation to notify Noteholders of such defects or irregularities.

For the purposes of this announcement, “**Tender Instruction**” means a tender and blocking instruction sent to the Settlement Agent by the relevant Custodian (having previously received instructions from the Holder), containing a final and irrevocable declaration by the Custodian (on behalf of itself or the Holder), tendering its Notes in the Tender Offer, and the remaining information necessary for the acceptance to be considered valid by the Company.

## 10. Blocking of the Notes held in a clearing system

When considering whether to participate in the Tender Offer, Holders who hold Notes through a clearing system should take into account that restrictions on the transfer of the Notes by Holders will apply from the time of submission of a Tender Instruction. A Holder of Notes held through a clearing system or a relevant direct participant will, upon the submission of a Tender Instruction, agree that its Notes will be blocked in the relevant clearing system from the date the Tender Instruction is submitted until the earlier of (i) the time of settlement on the Settlement Date; (ii) the date of the termination of the Tender Offer (including where such Notes are not accepted by the Company for repurchase); and (iii) the date on which the Tender Instruction is validly revoked, in the limited circumstances in which withdrawal of the Tender Instruction is permitted in accordance with the terms of the Tender Offer.

## 11. Amendment, Termination, Extension or Withdrawal

Subject as provided herein, the Company may, in its sole discretion, (i) amend or extend the Tender Offer and (ii) terminate or withdraw the Tender Offer at any time prior to the announcement by the Company of whether the Company intends to accept any Notes for repurchase.

The Tender Instructions shall be irrevocable, subject to the requirements of this section 11.

If the Tender Offer is amended in any way that, in the opinion of the Company (in consultation with the Dealer Managers), is materially prejudicial to Holders that have validly submitted Tender Instructions, then the Company will allow Holders to revoke such Tender Instructions and will announce, at the same time as the announcement of the amendment, a revocation deadline (subject to any earlier deadlines imposed by the clearing systems and any intermediary through which

Holders hold their Notes). A Tender Instruction validly submitted in accordance with the procedures set forth above, is otherwise irrevocable. Any Holder who does not exercise any such right of revocation before the revocation deadline in the circumstances and in the manner specified above, shall be deemed to have waived such right of revocation and its original Tender Instruction will remain effective.

Any Tender Instruction submitted before an amendment to the terms of the Tender Offer is made will be valid and binding in respect of such amended Tender Offer (subject always to the revocation rights described above), provided that the terms of the amended Tender Offer are considered by the Company in its sole discretion not to be materially prejudicial to Holders.

## **12. Acknowledgements, Representations, Warranties and Undertakings**

By submitting a valid Tender Instruction in accordance with the requirements mentioned above, a Holder shall be deemed to make the acknowledgements, representations, warranties and undertakings set forth below to the Company, the Dealer Managers and the Settlement Agent on each of the date of submission of such Tender Instruction, the relevant Expiration Deadline and the relevant Settlement Date. If the relevant Holder, or the relevant Custodian or direct participant on its behalf, is unable to give such representations, warranties and undertakings, such Holder or the relevant Custodian or direct participant on its behalf should contact the Settlement Agent immediately:

- (i) It is a Holder who is not (a) a U.S. person, as defined in Regulation S under the Securities Act or (b) located or resident in the United States, as defined in Regulation S under the Securities Act, and who falls into the category of persons resident in any of the "Approved Jurisdictions" set out in (a) and (b) below:
  - a) any Member State of the European Economic Area, to the extent that the Holder is a qualified investor within the meaning of the Regulation (EU) 2017/1129 of the European Parliament and the Council and to the extent that such Holder is an "eligible counterparty" and "professional client" as defined for each of these terms in Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directives 2002/92/EC and 2011/61/EC and their implementing legislation;
  - b) any other jurisdiction (for the avoidance of doubt, excluding the United States), to the extent that the Holder is able to satisfy the Company that it is a person who can properly and lawfully participate in the Tender Offer in accordance with local laws and regulations.
- (ii) It has received and reviewed the terms of this announcement, and it accepts the terms of the Tender Offer described in this announcement.
- (iii) It is assuming and accepting all the risks inherent in its participation in the Tender Offer and has undertaken all the appropriate analysis of the implications of the Tender Offer without reliance on the Company, the Dealer Managers or the Settlement Agent.
- (iv) By blocking Notes in the relevant clearing system, it will be deemed to consent to have the relevant clearing system provide details concerning the identity of the relevant Custodian or direct participant to the Dealer Managers.
- (v) Upon the terms and subject to the conditions of the Tender Offer, it offers to sell the Notes in its account blocked in the relevant clearing system for the Repurchase Price, plus any applicable Accrued Interest. Subject to and effective upon acceptance by the Company of the Notes blocked in the relevant clearing system for repurchase, it renounces all right, title and interest in and to all such Notes so accepted for repurchase by or at the direction of the

Company and waives and releases any rights or claims it may have against the Company, with respect to any such Notes and Accrued Interest.

- (vi) It understands that acceptance for repurchase of Notes tendered for repurchase by it pursuant to the Tender Offer, which shall occur upon announcement of the results of the Tender Offer, will constitute a binding agreement between it and the Company, in accordance with and subject to the terms and conditions of the Tender Offer, including the New Financing Condition.
- (vii) All authority conferred or agreed to be conferred pursuant to its representations, warranties and undertakings and all of its obligations shall be binding upon its successors, assigns, heirs, executors, trustees in bankruptcy and legal representatives and shall not be affected by, and shall survive, its death or incapacity.
- (viii) None of the Company, the Dealer Managers, the Information Agent or the Settlement Agent, or any of their respective directors or employees, has given it any information with respect to the Tender Offer save as expressly set out in this announcement nor has any of them made any recommendation to it as to whether it should offer Notes for repurchase in the Tender Offer and it has made its own decision with regard to offering Notes for repurchase in the Tender Offer based on such accounting, legal, tax, financial or other advice as it has deemed appropriate to seek.
- (ix) It has observed laws of all relevant jurisdictions; obtained all requisite governmental, exchange control or other required consents; complied with all requisite formalities; and he has not taken or omitted to take any action in breach of the terms of the Tender Offer or which will or may result in the Company, the Dealer Managers, the Information Agent, the Settlement Agent or any other person acting in breach of the legal or regulatory requirements of any such jurisdiction in connection with the Tender Offer.
- (x) No information has been provided to it by the Company, the Dealer Managers, the Information Agent, the Settlement Agent or any of their respective directors or employees, with regard to the tax consequences to Holders arising from the tender of Notes and the receipt of the Repurchase Price and any Accrued Interest in the Tender Offer, and it hereby acknowledges that it is solely liable for any taxes and similar or related payments imposed on it under the laws of any applicable jurisdiction as a result of its participation in the Tender Offer and agrees that it will not and does not have any right of recourse (whether by way of reimbursement, indemnity or otherwise) against the Company, the Dealer Managers, the Information Agent, the Settlement Agent or any other person in respect of such taxes and payments.
- (xi) It is not a person to whom it is unlawful to make an invitation under the Tender Offer under applicable securities laws, it has not distributed or forwarded this announcement or any other documents or materials relating to the Tender Offer to any such person and it has (before submitting, or arranging for the submission on its behalf, as the case may be, the Tender Instruction in respect of the Notes it is tendering for repurchase), as the case may be, complied with all laws and regulations applicable to it for the purposes of its participation in the Tender Offer.
- (xii) Either (a) (i) it is the owner of the Notes being tendered for repurchase; and (ii) it is located outside the United States and is participating in the Tender Offer from outside the United States and it is not a U.S. person; or (b) (i) it is acting on behalf of the owner of the Notes, being tendered for repurchase on a non-discretionary basis and has been duly authorised to so act; and (ii) such owner has confirmed to it that it is located outside the United States, that it is participating in the Tender Offer from outside the United States and that it is not a U.S. person.
- (xiii) It has full power and authority to submit for repurchase and transfer the Notes submitted for repurchase and, if such Notes are accepted for repurchase by the Company such Notes

will be transferred to, or to the order of, the Company, as applicable, with full title free from all liens, charges and encumbrances, not subject to any adverse claim and together with all rights attached thereto. It will, upon request, execute and deliver any additional documents and/or do such other things deemed by the Company to be necessary or desirable to complete the transfer and cancellation of the relevant Notes or to evidence such power and authority.

- (xiv) It holds and will hold, until the time of settlement on the relevant Settlement Date, the Notes blocked in the relevant clearing system and, in accordance with the requirements of the relevant clearing system and by the deadline required by the relevant clearing system, it has submitted, or has caused to be submitted, a Tender Instruction to authorise the blocking of the submitted Notes with effect on and from the date thereof so that, at any time pending the transfer of such Notes on the Settlement Date to the Company or to their agent on their behalf, and the cancellation thereof, no transfers of such Notes may be effected.
- (xv) The terms and conditions of the Tender Offer shall be deemed to be incorporated in, and form a part of, the Tender Instruction, as applicable, which shall be read and construed accordingly and that the information given by or on behalf of such Holder in the Tender Instruction, as applicable, is true and will be true in all respects at the time of the repurchase.
- (xvi) It accepts that the Company is under no obligation to accept offers of Notes for repurchase pursuant to the Tender Offer, and accordingly that such offers may be accepted or rejected by the Company in its sole discretion and for any reason.

The receipt from a Holder of a Tender Instruction will constitute instructions to debit the securities in such Holder's account on the Settlement Date in respect of all of the Notes that such Holder has submitted for repurchase, upon receipt by the relevant Clearing System of an instruction from the Settlement Agent on behalf of the Company to receive those Notes for the account of the Company and against credit of the Repurchase Price, plus any applicable Accrued Interest, subject to the automatic withdrawal of those instructions in the event that the Tender Offer is terminated by the Company on or prior to the announcement of the acceptance of any Notes tendered for repurchase pursuant to the Tender Offer or the withdrawal of such Holder's Tender Instruction in accordance with the procedure set out under "Amendment, Termination, Extension or Withdrawal" above.

### **13. Publication of the results of the Tender Offer and Cancellation of the Notes**

The Company will announce the results of the Tender Offer on the business day following the Expiration Deadline, that is, on or around 3 June 2026, by publishing the corresponding other relevant information (*otra información relevante*) on the MARF and the CNMV (including, if applicable, the application of proration and the relevant proration factor).

Further to the payment in the Settlement Date of the Repurchase Price and the Accrued Interest to the Noteholders that have accepted the Tender Offer, the Company will proceed with the redemption and cancellation (*amortización*) of the Notes that have been purchased in the terms set out in this announcement as a consequence of the confusion of rights between the Company and the Noteholder for such Notes, carrying out all the formalities necessary for such redemption with the MARF, Iberclear and any other securities clearing and settlement system, pursuant to the procedures and deadlines stipulated for such redemption in the Operating Instruction.

In any case, Noteholders shall be entitled to revoke their tender instructions of the Notes to the Custodian if before the announcement of results of the Tender Offer, the Company amends the terms and conditions of the Tender Offer in a way which, in the good faith opinion of the Company (in consultation with the Dealer Managers), is materially prejudicial to the Holders and makes it impracticable or inadvisable to complete the Tender Offer.

#### 14. Rationale of the Tender Offer and sources of financing

The execution of this Tender Offer is justified by the active management and optimization by the Company of its corporate debt structure, in particular to refinance, in whole or in part, the outstanding Notes under the 2020 Programme and the 2025 Programme through the issuance of the New Notes in the international capital markets, to extend the weighted average debt maturity profile of the Company and to diversify its investor base.

The Tender Offer also provides a window of liquidity to those Noteholders who for any reason wish to proceed with the sale of the Notes and/or to obtain the repayment of principal ahead of the scheduled cash flow tables set out in the respective Information Memorandums and Final Terms of the relevant Series.

The Company will fund the payment of the Repurchase Price and the Accrued Interest in full through the net proceeds of the New Notes (being the new senior unsecured notes in Rule 144A / Regulation S format governed by New York law) and, to the extent necessary, through available cash on hand and/or other financing sources. The Company intends to cancel any Notes purchased by it pursuant to the Tender Offer.

#### 15. Taxation

Holders should consult their own tax advisers as to the tax consequences of them participating in the Tender Offer in respect of their Notes.

#### 16. Summary of the timetable of relevant dates to be considered by each Investor

Date and Time	Milestone or Action
19 May 2026, 09:00 CET	Commencement of Acceptance Period
2 June 2026, 15:00 CET	Expiration Deadline (end of Acceptance Period)
3 June 2026, as soon as practicable	Announcement of the results of the Tender Offer
8 June 2026	Settlement Date

#### 17. Additional Information

For any additional information or enquiries that Noteholders and their advisors may have in relation to the Tender Offer and the requirements to participate in it and its acceptance, they may contact the Dealer Managers, the Settlement Agent and the Information Agent, in each case at the contact details provided below.

##### The Company

##### **Audax Renovables, S.A.**

Carrer de l'Electrònica, nº19,  
 Planta 7, Puerta C, 08915 Badalona (Barcelona), Spain  
 Telephone: 932 405 306  
 Attention: Investor Relations  
 Email: investor.relations@audaxrenovables.com



Requests for information in relation to the Tender Offer should be made to:

### **Dealer Managers**

#### **Banca March, S.A.**

C/ Costa Brava 12  
28034 Madrid  
Telephone: 91 757 76 45 / 91 757 76 42  
Attention: Guillermo Hott/Idoya Usón  
Email: ghott@bancamarch.es;  
iuson@bancamarch.es;  
bm.dcm@bancamarch.es

#### **Goldman Sachs Bank Europe SE**

Marienturm | Taunusanlage 9-10  
D-60329 Frankfurt am Main, Germany  
Telephone: +44 207 7744836  
Attention: Liability Management Team  
Email: management.eu@gs.com

### **Settlement Agent**

#### **Banco Inversis, S.A.** (acting as service provider of Banca March, S.A.)

Avda. de la Hispanidad, 6  
28042 Madrid, Spain  
Telephone: +34 619 64 60 18  
Attention: Ramon Huete – Rafael Carranco – Juan de la Serna  
Email: opscustodia@inversis.com

Requests for information in relation to the procedures for tendering Notes or obtaining documents should be directed to:

### **Information Agent**

#### **Issuer Solutions, S.L.**

Av. Francia 17 A 2  
46023 Valencia, Spain  
Telephone: +34 963 222 555  
Email: projects@issuersolutions.com  
Website: [www.issuersolutions.com/audax](http://www.issuersolutions.com/audax)

None of the Dealer Managers, the Settlement Agent or the Information Agent makes any recommendation as to whether Noteholders should tender their Notes for purchase pursuant to the Tender Offer. None of the Dealer Managers, the Settlement Agent or the Information Agent has independently verified the information contained in this announcement and none of them accepts any responsibility or liability for the accuracy or completeness of such information. None of the Dealer Managers, the Settlement Agent, the Information Agent, or any of their respective affiliates, directors, officers, employees or agents, 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 the Tender Offer. Each Noteholder must make its own decision as to whether to tender any or all of its Notes based on its own independent assessment and on such professional advice as it deems appropriate.

**IMPORTANT NOTICE:** This announcement does not constitute nor form part of an offer or request to purchase or subscribe for securities in the United States or in any other jurisdiction. The Notes have not been and will not be registered in accordance with legislation applicable in the United States of America (in particular, the US Securities Act of 1933, as amended — the “Securities Act”). The Notes may not be offered or sold in the United States, unless they are registered or are exempt from registration under the Securities Act. There will be no public offering of the Notes in the United States. Copies of this announcement are not being (nor should they be) distributed or sent to or in the United States. The distribution of this announcement may be illegal in some jurisdictions. This announcement must not be distributed, directly or indirectly, in the United States (including its territories and its dependent territories, any State of the United States and the District of Columbia), Canada, Japan or Australia. The content of this announcement does not constitute nor form part of an offer of securities or a request to purchase or subscribe for securities in the United States, Canada, Japan or Australia.

In the Member States of the European Economic Area (“EEA”) and in the United Kingdom (“UK”), this announcement and any offer of securities that may be made at a later date is intended only for “qualified investors”, in the terms and meaning established in Article 2 (Definitions), paragraph 1 of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC (“Regulation EU 2017/1129”) (the “Qualified Investors”). It will be presumed that any person who acquires securities in the EEA and in the UK in any offer of securities (an “Investor”) or to whom any offer of securities is directed or made has declared and agreed to be a Qualified Investor. It will also be considered that any investor has declared and accepted that any securities that it may have acquired in the offer have not been acquired on behalf of other persons in the EEA and in the UK who are not Qualified Investors or persons in the United Kingdom or other Member States (where there is equivalent legislation) for whom the investor has the power to take decisions on an entirely discretionary basis, nor have the securities been acquired in order to be offered or resold in the EEA and the UK, where this could require the publication by the Company of a prospectus, pursuant to Article 3 (Obligation to publish a prospectus and exemption) of Regulation EU 2017/1129. The Company and other agents involved in the offer will rely on the veracity and accuracy of the representations previously made.



**This announcement is being distributed and directed only to (i) persons that are outside the United Kingdom or (ii) persons in the United Kingdom that meet the definition of investment professionals (as the term “Investment professionals” is defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the “Order”)) or (iii) high-net-worth entities and other persons (high-net-worth companies, unincorporated associations, etc.) which may lawfully be notified, pursuant to Article 49(2)(a) to (d) of the Order (all these persons will be referred to as “Relevant Persons”). The securities referred to in this announcement are only available to Relevant Persons and any invitation, offer or agreement to subscribe, buy or otherwise acquire such securities will only be available to such Relevant Persons. Any person that is not a Relevant Person must not act on the basis of this announcement nor trust or rely on it or on any of its content. This announcement is only intended for Relevant Persons and may not be taken into consideration by persons that are not Relevant Persons.**



This announcement and the Tender Offer included in it are subject to Spanish legislation and must be interpreted in accordance with the laws of Spain.

18 May 2026

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Mr. Francisco José Elías Navarro,

in his capacity as Executive Chairman of Audax Renovables, S.A.

**AUDAX RENOVABLES, S.A.**  
**Notice convening the General Meeting of the Syndicate of Noteholders of Issue Number 2 of Senior Unsecured Notes of Audax Renovables, S.A. 2020 and Issue Number 3 (tap), consolidated and fungible under ISIN ES0236463008 (the “2027 Notes”)**

In compliance with:

- (i) articles 422 et seq. and article 424 bis of the Spanish Capital Companies Act (*Real Decreto Legislativo 1/2010, de 2 de julio, por el que se aprueba el Texto Refundido de la Ley de Sociedades de Capital*);
- (ii) the terms and conditions of Issue Number 2 of Senior Unsecured Notes of Audax Renovables, S.A. 2020 and Issue Number 3 of Senior Unsecured Notes of Audax Renovables, S.A. 2020 (tap), admitted to trading on MARF;
- (iii) the Regulation of the Syndicate of Noteholders (the “**Syndicate Regulation**”) included in Section VIII (*Information relating to the Securities*) of the Information Memorandum of the EUR 400,000,000 Senior Unsecured Notes Programme Audax Renovables, S.A. 2020 (the “**2020 Programme DBI**”),

the commissioner of the Syndicate of Noteholders of the 2027 Notes, Bondholders, S.L. (the “**Commissioner**”), at the instructions of the Issuer and pursuant to the Syndicate Regulation, hereby convenes the General Meeting of the Syndicate of Noteholders (the “**Noteholders’ Meeting**” or the “**Meeting**”), to be held at the Commissioner’s office in Madrid, Calle Condesa de Venadito 1, 2<sup>a</sup> planta, on 3 June 2026, at 12:00 hours CET, with the following:

### **FUNGIBILITY AND SCOPE**

For the purposes of this notice, “2027 Notes” means all notes outstanding under ISIN ES0236463008 issued by the Issuer on 18 December 2020 (Issue Number 2) and on 24 June 2021 (Issue Number 3, tap issue of Issue Number 2), which are consolidated and fungible and form a single series. Pursuant to Article 20 (*Fungibility with other Note Issues*) of the Syndicate Regulation under the 2020 Programme DBI, the holders of notes issued in fungible taps are members of the Syndicate of Noteholders of the original Issue and are entitled to attend and vote at this Meeting. The resolutions adopted at this Meeting shall be binding on all 2027 Notes outstanding under ISIN ES0236463008.

### **AGENDA**

**First:** Amendment to the Final Terms of the 2027 Notes to expressly include the Issuer’s voluntary early redemption option (early redemption at the Issuer’s option) at any time,

at par (100% of principal) plus accrued and unpaid interest up to (but excluding) the relevant redemption date, and to make any related conforming changes.

**Second:** Amendment to the Information Memorandum (DBI) of the 2020 Programme to reduce the notice period for any optional early redemption at the Issuer's option from "not less than 30 nor more than 60 calendar days" to "not less than three Business Days", and to make any related conforming changes in Section VIII.10 (*Redemption – Optional early redemption by the Issuer (call option)*) and, insofar as applicable, Section VIII.20 (*Notices*), as they apply to the 2027 Notes.

**Third:** Authorisation and delegation of powers in favour of the Commissioner and, severally, any director or duly empowered attorney in fact of the Issuer, to formalise, execute and deliver any public or private documents (including notarial deeds), communications, notices and filings that may be necessary or convenient to fully implement the resolutions adopted by the Noteholders' Meeting, including the preparation and signature of consolidated versions of the Final Terms and of the DBI provisions applicable to the 2027 Notes, and to perform any acts before MARF, Iberclear and any other registry, clearing and settlement system or authority for the due effectiveness of the resolutions.

**Fourth:** Questions and answers.

**Fifth:** Drafting and approval of the minutes of the Noteholders' Meeting.

## INFORMATION RIGHTS

In relation to the Agenda set out above, from the date of publication of this notice, Noteholders may consult the Meeting materials on the Issuer's corporate website (<https://www.audaxrenovables.com>) and on the website of Issuer Solutions, S.L. ([www.issuersolutions.com/meeting/audax](http://www.issuersolutions.com/meeting/audax)), in its capacity as tabulation and voting agent (the "**Tabulation And Voting Agent**").

Noteholders may also examine such materials at the Issuer's registered office during business hours and may request the immediate and free delivery or dispatch of the full text thereof (including the Syndicate Regulation) as well as of the consent solicitation memorandum prepared by the Issuer for this Meeting (the "**Consent Solicitation Memorandum**"), which describes in detail the Agenda and the proposals to be submitted to the vote at the Meeting and includes the applicable forms and procedures for attendance, proxy and voting.

Noteholders wishing to receive the Consent Solicitation Memorandum immediately and free of charge may request it by email to the Tabulation and Voting Agent at: [projects@issuersolutions.com](mailto:projects@issuersolutions.com).

## **RIGHT OF ATTENDANCE AND VOTING**

In accordance with the terms and conditions of the Issue and article 9 of the Syndicate Regulation, Noteholders who are Noteholders at least five (5) days prior to the scheduled date of the Meeting shall have the right to attend and vote at the General Meeting.

Noteholders must evidence their status as Noteholders by presenting a certificate issued by the financial institution or Iberclear participating entity where their Notes are deposited, showing the relevant book-entry position.

The Consent Solicitation Memorandum sets out the procedures to be followed by Noteholders to arrange their attendance and voting at the Meeting.

The members of the Board of Directors of the Issuer and the Paying Agent of the Issue shall also be entitled to attend the Meeting, as well as the Issuer's legal and financial advisers and, as applicable, the Commissioner's advisers.

## **RIGHT OF REPRESENTATION**

In accordance with the terms and conditions of the Issue and article 10 of the Syndicate Regulation, any Noteholder entitled to attend the Meeting may be represented either by another Noteholder or, where it cannot appoint another Noteholder, by the Commissioner, pursuant to article 424 bis of the Spanish Capital Companies Act.

Appointment of a proxy must be granted in writing and on a special basis for this Meeting.

The Consent Solicitation Memorandum sets out the procedures to be followed by Noteholders to be represented at the Meeting.

## **ADOPTION OF RESOLUTIONS**

In accordance with the terms and conditions of the Issue and article 11 of the Syndicate Regulation, each Note confers a voting right proportional to its outstanding nominal value. Resolutions shall be adopted by an absolute majority of the votes cast; by exception, amendments to the term or to the conditions for reimbursement of the nominal value of the Notes (including, for these purposes, the introduction or modification of optional early redemption mechanics and the applicable notice periods) shall require the favourable vote of at least two-thirds (2/3) of the outstanding Notes of the Issue.

Consequently, the approval of items First and Second of the Agenda will require the favourable vote of at least two-thirds of the outstanding Notes of the Issue.

For these purposes, "outstanding Notes of the Issue" means the aggregate outstanding principal amount under ISIN ES0236463008, including notes issued on 18 December 2020 (Issue Number 2) and on 24 June 2021 (Issue Number 3, tap issue of Issue Number 2).

The resolutions adopted by the Meeting shall be binding on all Noteholders, including those not attending and those dissenting.

## **ADDITIONAL INFORMATION**

### **Relation to the Tender Offer**

As described in the Issuer's tender offer announcement dated 18 May 2026 in respect of, among others, the 2027 Notes, Noteholders who validly tender their 2027 Notes pursuant to the tender offer irrevocably undertake to support the amendments contemplated in Items First and Second of the Agenda and, to that end, either to attend and vote in favour at this Meeting or, as applicable and at their discretion, to grant a proxy in favour of the Commissioner to vote in favour. This undertaking does not dispense with, or replace, the need for the Noteholder to complete and submit its attendance card and any proxy/voting instruction strictly in accordance with the procedures, forms and deadlines set out in this notice and related documentation.

### **Contact details**

The following contact details have been enabled to facilitate or clarify any information related to this Meeting:

Tabulation and Voting Agent  
Issuer Solutions, S.L.  
For the attention of: Marina Pettis  
Telephone: +34 963 222 555  
E-mail: [projects@issuersolutions.com](mailto:projects@issuersolutions.com)

This notice is governed by, and shall be interpreted in accordance with, Spanish law.

18 May 2026

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Juan Carlos Perlaza, sole director  
p.p. Bondholders, S.L., acting as Commissioner of the Syndicate of Noteholders

**AUDAX RENOVBABLES, S.A.**  
**Notice convening the General Meeting of the Syndicate of Noteholders of**  
**EUR 12,500,000 5.80% Green Notes due 17 July 2028 (ISIN ES0336463023)**  
**(the “July 2028 Notes”)**

In compliance with:

- (i) articles 422 et seq. and article 424 bis of the Spanish Capital Companies Act (*Real Decreto Legislativo 1/2010, de 2 de julio, por el que se aprueba el Texto Refundido de la Ley de Sociedades de Capital*);
- (ii) the terms and conditions of the “EUR 12,500,000 5.80% Green Notes due 17 July 2028” (ISIN ES0336463023), admitted to trading on MARF;
- (iii) the Regulation of the Syndicate of Noteholders (the “**Syndicate Regulation**”) included in Section VIII (Information relating to the Securities) of the Information Memorandum of the EUR 400,000,000 Senior Unsecured Notes Programme Audax Renovables, S.A. 2025 (the “**2025 Programme DBI**”),

the commissioner of the Syndicate of Noteholders of the July 2028 Notes, Bondholders, S.L. (the “**Commissioner**”), at the instructions of the Issuer and pursuant to the Syndicate Regulation, hereby convenes the General Meeting of the Syndicate of Noteholders (the “**Noteholders’ Meeting**” or the “**Meeting**”), to be held at the Commissioner’s office in Madrid, Calle Condesa de Venadito 1, 2<sup>a</sup> planta, on 3 June 2026, at 12:30 hours CET, with the following:

**AGENDA**

**First:** Amendment to the Final Terms of the July 2028 Notes to expressly include the Issuer’s voluntary early redemption option (early redemption at the Issuer’s option) at any time, at par (100% of principal) plus accrued and unpaid interest up to (but excluding) the relevant redemption date, and to make any related conforming changes.

**Second:** Amendment to the Information Memorandum (DBI) of the 2025 Programme, solely as it applies to the July 2028 Notes, to reduce the notice period for any optional early redemption at the Issuer’s option from “not less than 30 nor more than 60 calendar days” to “not less than three Business Days,” and to make any related conforming changes in Section VIII.10 (Redemption – Optional early redemption by the Issuer (call option)) and, insofar as applicable, Section VIII.20 (Notices), as they apply to the July 2028 Notes.

**Third:** Authorisation and delegation of powers in favour of the Commissioner and, severally, any director or duly empowered attorney-in-fact of the Issuer, to formalise, execute and deliver any public or private documents (including notarial deeds), communications, notices and filings that may be necessary or convenient to fully

implement the resolutions adopted by the Noteholders' Meeting, including the preparation and signature of consolidated versions of the Final Terms and of the DBI provisions applicable to the July 2028 Notes, and to perform any acts before MARF, Iberclear and any other registry, clearing and settlement system or authority for the due effectiveness of the resolutions.

**Fourth:** Questions and answers.

**Fifth:** Drafting and approval of the minutes of the Noteholders' Meeting.

### **INFORMATION RIGHTS**

In relation to the Agenda set out above, from the date of publication of this notice, Noteholders may consult the Meeting materials on the Issuer's corporate website (<https://www.audaxrenovables.com>) and on the website of Issuer Solutions, S.L. ([www.issuersolutions.com/meeting/audax](http://www.issuersolutions.com/meeting/audax)), in its capacity as tabulation and voting agent (the "**Tabulation And Voting Agent**").

Noteholders may also examine such materials at the Issuer's registered office during business hours and may request the immediate and free delivery or dispatch of the full text thereof (including the Syndicate Regulation) as well as of the consent solicitation memorandum prepared by the Issuer for this Meeting (the "**Consent Solicitation Memorandum**"), which describes in detail the Agenda and the proposals to be submitted to the vote at the Meeting and includes the applicable forms and procedures for attendance, proxy and voting.

Noteholders wishing to receive the Consent Solicitation Memorandum immediately and free of charge may request it by email to the Tabulation and Voting Agent at: [projects@issuersolutions.com](mailto:projects@issuersolutions.com).

### **RIGHT OF ATTENDANCE AND VOTING**

In accordance with the terms and conditions of the Issue and article 9 of the Syndicate Regulation, Noteholders who are Noteholders at least five (5) days prior to the scheduled date of the Meeting shall have the right to attend and vote in the General Meeting.

Noteholders must evidence their status as Noteholders by presenting a certificate issued by the financial institution or Iberclear participating entity where their Notes are deposited, showing the relevant book-entry position.

The Consent Solicitation Memorandum sets out the procedures to be followed by Noteholders to arrange their attendance and voting at the Meeting.

The members of the Board of Directors of the Issuer and the Paying Agent of the Issue shall also be entitled to attend the Meeting, as well as the Issuer's legal and financial advisers and, as applicable, the Commissioner's advisers.

### **RIGHT OF REPRESENTATION**

In accordance with the terms and conditions of the Issue and article 10 of the Syndicate Regulation, any Noteholder entitled to attend the Meeting may be represented either by another Noteholder or, where it cannot appoint another Noteholder, by the Commissioner, pursuant to article 424 bis of the Spanish Capital Companies Act.

Appointment of a proxy must be granted in writing and on a special basis for this Meeting.

The Consent Solicitation Memorandum sets out the procedures to be followed by Noteholders to be represented at the Meeting.

### **ADOPTION OF RESOLUTIONS**

In accordance with the terms and conditions of the Issue and article 11 of the Syndicate Regulation, each Note confers a voting right proportional to its outstanding nominal value. Resolutions shall be adopted by an absolute majority of the votes cast; by exception, amendments to the term or to the conditions for reimbursement of the nominal value of the Notes (including, for these purposes, the introduction or modification of optional early redemption mechanics and the applicable notice periods) shall require the favourable vote of at least two-thirds (2/3) of the outstanding Notes of the Issue.

Consequently, the approval of items First and Second of the Agenda will require the favourable vote of at least two-thirds of the outstanding Notes of the Issue.

The resolutions adopted by the Meeting shall be binding on all Noteholders, including those not attending and those dissenting.

### **ADDITIONAL INFORMATION**

#### **Relation to the Tender Offer**

As described in the Issuer's tender offer announcement dated 18 May 2026 in respect of, among others, the July 2028 Notes, Noteholders who validly tender their July 2028 Notes pursuant to the tender offer irrevocably undertake to support the amendments contemplated in Items First and Second of the Agenda and, to that end, either to attend and vote in favour at this Meeting or, as applicable and at their discretion, to grant a

proxy in favour of the Commissioner to vote in favour. This undertaking does not dispense with, or replace, the need for the Noteholder to complete and submit its attendance card and any proxy/voting instruction strictly in accordance with the procedures, forms and deadlines set out in this notice and related documentation.

### **Contact details**

The following contact details have been enabled to facilitate or clarify any information related to this Meeting:

Tabulation and Voting Agent  
Issuer Solutions, S.L.  
For the attention of: Marina Pettis  
Telephone: +34 963 222 555  
E-mail: [projects@issuersolutions.com](mailto:projects@issuersolutions.com)

This notice is governed by, and shall be interpreted in accordance with, Spanish law.

18 May 2026

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Juan Carlos Perlaza, sole director  
p.p. Bondholders, S.L., acting as Commissioner of the Syndicate of Noteholders

**AUDAX RENOVBABLES, S.A.**  
**Notice convening the General Meeting of the Syndicate of Noteholders of the**  
**5.85% Green Notes due 17 November 2028 (ISIN ES0336463015)**  
**(the “November 2028 Notes”)**

In compliance with:

- (i) articles 422 et seq. and article 424 bis of the Spanish Capital Companies Act (*Real Decreto Legislativo 1/2010, de 2 de julio, por el que se aprueba el Texto Refundido de la Ley de Sociedades de Capital*);
- (ii) the terms and conditions of the “5.85% Green Notes due 17 November 2028” (ISIN ES0336463015), admitted to trading on MARF;
- (iii) the Regulation of the Syndicate of Noteholders (the “**Syndicate Regulation**”) included in Section VIII (*Information relating to the Securities*) of the Information Memorandum of the EUR 400,000,000 Senior Unsecured Notes Programme Audax Renovables, S.A. 2025 (the “**2025 Programme DBI**”),

the commissioner of the Syndicate of Noteholders of the November 2028 Notes, Bondholders, S.L. (the “**Commissioner**”), at the instructions of the Issuer and pursuant to the Syndicate Regulation, hereby convenes the General Meeting of the Syndicate of Noteholders (the “**Noteholders’ Meeting**” or the “**Meeting**”), to be held at the Commissioner’s office in Madrid, Calle Condesa de Venadito 1, 2ª planta, on 3 June 2026, at 13:00 hours CET, with the following:

**FUNGIBILITY AND SCOPE**

For the purposes of this notice, “November 2028 Notes” means all notes outstanding under ISIN ES0336463015 issued by the Issuer as follows: (i) the original issuance of EUR 21,400,000 on 17 July 2025; (ii) the first tap of EUR 2,000,000 on 31 July 2025; and (iii) the second tap of EUR 39,200,000 on 29 September 2025; all of which are consolidated and fungible and form a single series. Pursuant to Article 20 (*Fungibility with other Note Issues*) of the Syndicate Regulation under the 2025 Programme DBI, the holders of notes issued in fungible taps are members of the Syndicate of Noteholders of the original Issue and are entitled to attend and vote at this Meeting. The resolutions adopted at this Meeting shall be binding on all November 2028 Notes outstanding under ISIN ES0336463015.

## AGENDA

**First:** Amendment to the Final Terms of the November 2028 Notes to expressly expand and restate the Issuer's voluntary early redemption option (early redemption at the Issuer's option) so that the Issuer may, at its option, redeem the November 2028 Notes at any time, at par (100% of principal) plus accrued and unpaid interest up to (but excluding) the relevant redemption date, and to make any related conforming changes.

**Second:** Amendment to the Information Memorandum (DBI) of the 2025 Programme, solely as it applies to the November 2028 Notes, to reduce the notice period for any optional early redemption at the Issuer's option from "not less than 30 nor more than 60 calendar days" to "not less than three Business Days," and to make any related conforming changes in Section VIII.10 (Redemption – Optional early redemption by the Issuer (call option)) and, insofar as applicable, Section VIII.20 (Notices), as they apply to the November 2028 Notes.

**Third:** Authorisation and delegation of powers in favour of the Commissioner and, severally, any director or duly empowered attorney-in-fact of the Issuer, to formalise, execute and deliver any public or private documents (including notarial deeds), communications, notices and filings that may be necessary or convenient to fully implement the resolutions adopted by the Noteholders' Meeting, including the preparation and signature of consolidated versions of the Final Terms and of the DBI provisions applicable to the November 2028 Notes, and to perform any acts before MARF, Iberclear and any other registry, clearing and settlement system or authority for the due effectiveness of the resolutions.

**Fourth:** Questions and answers.

**Fifth:** Drafting and approval of the minutes of the Noteholders' Meeting.

## INFORMATION RIGHTS

In relation to the Agenda set out above, from the date of publication of this notice, Noteholders may consult the Meeting materials on the Issuer's corporate website (<https://www.audaxrenovables.com>) and on the website of Issuer Solutions, S.L. ([www.issuersolutions.com/meeting/audax](http://www.issuersolutions.com/meeting/audax)), in its capacity as tabulation and voting agent (the "**Tabulation And Voting Agent**").

Noteholders may also examine such materials at the Issuer's registered office during business hours and may request the immediate and free delivery or dispatch of the full text thereof (including the Syndicate Regulation) as well as of the consent solicitation memorandum prepared by the Issuer for this Meeting (the "**Consent Solicitation Memorandum**"), which describes in detail the Agenda and the proposals to be submitted to the vote at the Meeting and includes the applicable forms and procedures for attendance, proxy and voting.

Noteholders wishing to receive the Consent Solicitation Memorandum immediately and free of charge may request it by email to the Tabulation and Voting Agent at: [projects@issuersolutions.com](mailto:projects@issuersolutions.com).

### **RIGHT OF ATTENDANCE AND VOTING**

In accordance with the terms and conditions of the Issue and article 9 of the Syndicate Regulation, Noteholders who are Noteholders at least five (5) days prior to the scheduled date of the Meeting shall have the right to attend and vote at the General Meeting.

Noteholders must evidence their status as Noteholders by presenting a certificate issued by the financial institution or Iberclear participating entity where their Notes are deposited, showing the relevant book-entry position.

The Consent Solicitation Memorandum sets out the procedures to be followed by Noteholders to arrange their attendance and voting at the Meeting.

The members of the Board of Directors of the Issuer and the Paying Agent of the Issue shall also be entitled to attend the Meeting, as well as the Issuer's legal and financial advisers and, as applicable, the Commissioner's advisers.

### **RIGHT OF REPRESENTATION**

In accordance with the terms and conditions of the Issue and article 10 of the Syndicate Regulation, any Noteholder entitled to attend the Meeting may be represented either by another Noteholder or, where it cannot appoint another Noteholder, by the Commissioner, pursuant to article 424 bis of the Spanish Capital Companies Act.

Appointment of a proxy must be granted in writing and on a special basis for this Meeting.

The Consent Solicitation Memorandum sets out the procedures to be followed by Noteholders to be represented at the Meeting.

### **ADOPTION OF RESOLUTIONS**

In accordance with the terms and conditions of the Issue and article 11 of the Syndicate Regulation, each Note confers a voting right proportional to its outstanding nominal value. Resolutions shall be adopted by an absolute majority of the votes cast; by exception, amendments to the term or to the conditions for reimbursement of the nominal value of the Notes (including, for these purposes, the introduction or modification of optional early redemption mechanics and the applicable notice periods) shall require the favourable vote of at least two-thirds (2/3) of the outstanding Notes of the Issue.

Consequently, the approval of items First and Second of the Agenda will require the favourable vote of at least two-thirds of the outstanding Notes of the Issue.

For these purposes, “outstanding Notes of the Issue” means the aggregate outstanding principal amount under ISIN ES0336463015, including the original issuance dated 17 July 2025 and the taps dated 31 July 2025 and 29 September 2025.

The resolutions adopted by the Meeting shall be binding on all Noteholders, including those not attending and those dissenting.

## **ADDITIONAL INFORMATION**

### **Relation to the Tender Offer**

As described in the Issuer’s tender offer announcement dated 18 May 2026 in respect of, among others, the November 2028 Notes, Noteholders who validly tender their November 2028 Notes pursuant to the tender offer irrevocably undertake to support the amendments contemplated in Items First and Second of the Agenda and, to that end, either to attend and vote in favour at this Meeting or, as applicable and at their discretion, to grant a proxy in favour of the Commissioner to vote in favour. This undertaking does not dispense with, or replace, the need for the Noteholder to complete and submit its attendance card and any proxy/voting instruction strictly in accordance with the procedures, forms and deadlines set out in this notice and related documentation.

### **Contact details**

The following contact details have been enabled to facilitate or clarify any information related to this Meeting:

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E-mail: [projects@issuersolutions.com](mailto:projects@issuersolutions.com)

This notice is governed by, and shall be interpreted in accordance with, Spanish law.

18 May 2026

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Juan Carlos Perlaza, sole director  
p.p. Bondholders, S.L., acting as Commissioner of the Syndicate of Noteholders